



CITY OF FORT LAUDERDALE

HOUSING AND COMMUNITY DEVELOPMENT

CDBG-DR

INDIVIDUAL HOUSING PROGRAM GUIDELINES

05/05/2026 Version 0.0 (DRAFT)

Change Log

Version history is tracked in the table below, with notes regarding version changes. Substantive changes in this document that reflect a policy change will result in the issuance of a new version of the document. 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 (e.g., Version 2.1, Version 2.2, etc.).

Version Date	Version Number	Summary of Change
5/5/2026	1	Initial Version



Table of Contents

I.	Introduction	9
II.	IHP Overview	10
	A. COFL Administrative Policies	11
	B. National Objective	12
	C. Exceptions to Program Policies	12
III.	Program Design	14
	A. Program Service Area	14
	B. Program Award Maximums	14
	C. Priority Schedule	17
IV.	Eligibility Requirements	18
	A. Eligibility Documentation	19
	B. Proof of Disaster Tieback	21
	C. Primary Residence and Ownership Requirements	21
	1. Primary Residency Special Circumstances	22
	2. Applicant Compliance Period	23
	D. Applicant Identification & Proof of Residency	24
	1. Identification	24
	2. U.S. Citizenship or Lawful Permanent Resident	24
	E. Trusts	25
	F. Act of Donation	26
	G. Title Clearance Issues and Ineligible Types of Ownership	26
	H. Death of an Owner-Applicant	26
	I. Property Taxes	26
	J. Mortgages	27
	K. Other Liens	27
	L. Prior Flood Insurance	27
V.	Income Requirements	28
	A. Household Size	28



B.	Income Verification	28
C.	Income Calculation Methodology	29
VI.	Structure Types	30
A.	Eligible Structure Types	30
B.	Ineligible Structures	31
C.	Structures with Shared Walls	31
VII.	Program Implementation	32
A.	Application Intake Process	32
1.	Application Announcement	33
3.	Marketing Plan	33
4.	Applicant Designees	33
5.	Required Applicant Certifications	34
6.	Fraudulent Application	35
B.	Awards Process	36
C.	Mitigation Requirements	36
D.	Workflow for Individual Housing Program	37
VIII.	Duplication of Benefits	38
A.	Duplication of Benefits Gap	39
B.	Scope Reduction for DOB Gap under HRRRA	40
C.	Award Reduction for DOB Gap Under the HRA	40
D.	Subrogation Requirements	41
E.	DOB Exemption for LMI Households	41
IX.	Homeowner Rehabilitation, Reconstruction & Elevation	42
A.	HRRRA Process	43
B.	Damage Assessment	44
1.	Estimated Cost of Repairs	45
2.	Valuation of Storm Damage Repaired prior to Application	46
3.	Lead-Based Paint and Asbestos Risk Assessment	46
C.	Repair Activities	47
1.	Repair Award Type	47



2.	Not Suitable for Repair	47
3.	Repair Scopes of Work	48
D.	Reconstruction Activities	49
1.	Size and New Unit Configuration	50
E.	Manufactured Housing Unit Replacement	51
1.	Size and New Unit Configuration	51
2.	MHU Relocation	54
F.	Pre-Construction Activities	54
1.	Contractor Selection and Assignment	55
2.	Survey and Design	55
3.	Scope of Work Estimate (SWE)	56
4.	Pre-Construction Meeting	56
5.	Permitting and Code Compliance	57
G.	Construction	58
1.	Stop Work Order	58
2.	Construction Standards	58
3.	Resilient Building Standards	59
4.	Elevation Standards	59
5.	Eligible Construction Activities	59
6.	Construction Warranty	62
7.	Change Orders	62
8.	Reasonable Accommodation/Modification Requests	62
H.	Inspection Requirements	64
1.	Repair Award Type Inspections	64
2.	Reconstruction Award Type Inspections	65
3.	MHU Replacement Inspections	66
X.	Homeowner Reimbursement Activity	67
A.	Priority by Income	68
B.	Unsafe Dwellings	68
C.	Repair Completion Date	69



D.	Repairs Outside of the Damaged Home’s Footprint	69
E.	Repairs Not Substantiated with Inspection	69
F.	Allowable Costs	69
G.	Ineligible Costs	70
1.	Non-Essential Appliances	71
H.	Labor Costs	71
I.	Documentation of Damage and Repairs	71
J.	Determining Reimbursement Amount	71
1.	Completed Contractor Repairs	71
2.	Completed Self-Performed Repairs	72
3.	Completed Philanthropic/Charitable Repairs	72
4.	Estimated Cost to Repair	72
K.	Grant Agreement and Insurance	73
XI.	Environmental Review Procedures	74
A.	Environmental Review Procedures	74
B.	Tiered Environmental Review	75
XII.	Optional Relocation Policy	76
XIII.	Applicant Responsibilities	77
A.	Flood Insurance	77
1.	Prohibition of Assistance for Lack of Flood Insurance	78
B.	Applicant Cooperation with the Program	79
C.	Applicant Responsiveness	79
D.	During Construction	80
E.	Voluntary Withdrawal	81
XIV.	Other Program Requirements	81
A.	Recapture	81
B.	Conflict of Interest	82
C.	Reporting Requirements	83
D.	Complaints and Appeals	83
1.	Complaints	83



2. Appeals	84
E. Fraud, Waste and Abuse	85
1. Reporting Fraud	85
F. Uniform Relocation Act (URA)	85
G. Closeout	86
Appendix A: Definitions and Acronyms	87
Appendix B: Reasonable Accommodations	98
A. REASONABLE ACCOMMODATION FOR HOUSING REPAIR	99
B. REASONABLE ACCOMMODATIONS FOR RECONSTRUCTION	100
C. REASONABLE ACCOMMODATIONS FOR MHU REPLACEMENT	101



List of Tables

Table 1 COFL CDBG-DR Allocation

Table 2 COFL IHP Allocations and LMI Benefit

Table 3 IHP Activities and National Objectives

Table 4 HRRR Assistance Maximums

Table 5 HRA Assistance Maximums

Table 6 Award Prioritization Phase Schedule

Table 7 Methods to Verify Eligibility Criteria for Applicants

Table 8 List of IHP Certifications for Application Intake

Table 9 Standard Bedroom Configuration to Square Footage

Table 10 MHU Replacement Maximum Assistance

Table 11 MHU Replacement Configuration and Square Footage

Table 12 Complaint Categories and Submission Procedures

List of Figures

Figure 1 Workflow for Individual Housing Program

Figure 2 Duplication of Benefits Evaluation Process

Figure 3 HRRR Process



I. Introduction

Beginning on April 12, 2023, Broward County, including the City of Fort Lauderdale, experienced heavy rain, severe storms, tornadoes, and flooding (FEMA DR-4709). A slow-moving system brought more than 25 inches of rain to the area in a span of 12 hours. This flooding event resulted in significant unmet needs across the core recovery areas of Housing, Infrastructure, Economic Revitalization, and Public Services. HUD declared the entire City as Most Impacted and Distressed (MID) due to widespread damage of multiple storms. The effects of each storm varied across the region, with both individual neighborhoods and entire municipalities facing unique challenges.

In December 2024, the U.S. Department of Housing and Urban Development (HUD) recognized the extent of Fort Lauderdale’s unmet recovery needs by announcing a direct allocation of \$88,051,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funds to Fort Lauderdale.¹ These funds include an allocation for the City’s unmet needs for recovery and a set-aside for mitigation activities (**Table 1**). These funds must be expended within six (6) years of the HUD grant agreement with the City².

Table 1 COFL CDBG-DR Allocation

CDBG-DR Allocation Overview	
CDBG-DR Allocation	\$76,566,000
CDBG-DR Mitigation Set Aside	\$11,485,000

The City of Fort Lauderdale (COFL) is committed to implementing long-term disaster recovery initiatives aimed at restoring lost housing for eligible households. At least 65 percent³ of the funds allocated for the Individual Housing Program (IHP) will be directed towards assisting Low to Moderate Income (LMI) households. The remaining funds may be utilized to support Urgent Need households and to address issues of Slum and Blight. The City will manage the IHP with the assistance of external partners, including vendors and developers. The IHP Guidelines offer a framework for the design, implementation, and conclusion of the housing programs.

The guidelines for IHP describe the following eligible activities:

- Homeowner Repair, Reconstruction and Elevation Activity (HRRR) – Owner-Occupied Housing
 - Elevation of Structures
- Homeowner Reimbursement Activity (HRA)

¹ Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements, 90 FR 4759 Table 1 - Allocations for Unmet Needs and Mitigation Activities Under [Public Law 118-158](#) for Disasters Occurring in 2023 and 2024

² As required in Universal Notice (90 FR 1754) Section III.F.1.

³ Per the COFL CDBG-DR Action Plan, the City will serve at least 65 percent under IHP.

- Demolition and Clearance of Blighted Structures

These guidelines were developed to serve as a basis for IHP and to provide guidance on program implementation that follows HUD standards and best practices. This document may also serve as a reference for property owners, applicants, and other interested parties who want to understand how the programs operate.

II. IHP Overview

Housing has been identified as the most critical need for recovery in the COFL CDBG-DR Action Plan's Unmet Needs Assessment. Thousands of homes require repairs or reconstruction, and many families are still without permanent housing solutions. Specifically, over 1,100 homes sustained damage, with 766 experiencing significant flood damage (more than 18 inches of water). Fort Lauderdale, a coastal city with very low elevations and extensive shorelines, inland canals, and waterways—including the New River—faces unique challenges. Numerous neighborhoods in the city are situated less than 10 feet above sea level, making them susceptible to flooding, even during regular rainstorms. The flooding event on April 12, 2023, displaced many households, particularly low- and moderate-income families, seniors, and individuals with special needs, who cannot fully recover without assistance.

Additionally, the City was already facing a shortage of affordable housing prior to the disaster, a situation where the storms worsened. Fort Lauderdale's housing market is marked by rising prices in certain segments, prolonged selling periods, and a competitive landscape due to limited inventory. The current housing supply does not adequately meet the needs of the population, particularly after the April 12, 2023 flood event, as there is a shortfall in both affordable for-sale and rental properties suitable for low- and moderate-income individuals and families. This limited availability in the housing market may exacerbate challenges related to housing affordability. Trends in the rental market indicate that the burden of housing costs is likely to increase, with average rents rising at a rate that outpaces income growth.

COFL's IHP will deliver essential resources to increase access to safe, affordable homes and to stabilize households recovering from disaster impacts. COFL allocated CDBG-DR funding two activities under the Individual Housing Program that are described in these guidelines and **Table 2**.



Table 2 COFL IHP Allocations and LMI Benefit

Eligible Cost Category	CDBG-DR Allocation Amount	Percentage of CDBG-DR Allocation for LMI Benefit
Homeowner Repair and Reconstruction Activities (including elevation and clearance activities)	\$12,440,000	70%
Homeowner Reimbursement Activities	\$9,500,000	60%
Total Individual Housing Programs	\$21,940,000	65%

A. COFL Administrative Policies

As a recipient of CDBG-DR funds, there are several policies, procedures, and regulations which apply to all programs, projects, and initiatives undertaken as part of City's CDBG-DR grant. These policies and procedures are outlined in the COFL CDBG-DR Implementation Manual. This Manual covers topics such as procurement, financial management, fair housing, conflicts of interest, recordkeeping, and others. The Manual reflects federal regulations, including the HUD Universal Notice (90 FR 1754) and 2 CFR Part 200 (Uniform Administrative Requirements), program-specific HUD guidance, and applicable state and local laws and policies. The requirements described in the CDBG-DR Implementation Manual apply to all programs outlined in the Fort Lauderdale Action Plan for Disaster Recovery and any amendments thereto, including Individual Housing Programs. The Manual can be found on the City's CDBG-DR website.

Program Objectives and Guiding Principles

The objective of the Individual Housing Program (IHP) is providing targeted relief for disaster survivors while ensuring full compliance with CDBG-DR requirements. The City of Fort Lauderdale (COFL) understands that homeowners are in various stages of their rebuilding process and has established a program designed to support eligible households throughout the different phases of recovery. Eligible activities under IHP are designed to meet the following HUD objectives:

- Provide decent, safe, and sanitary single and multifamily housing. Construction projects will be high quality and durable.
- Mitigate the impact of future disasters. Each construction project will include mitigation measures, including, but not limited to, one or more of the following: elevation of the first floor of habitable area, retrofitting, resilient infrastructure, breakaway ground floor walls, impact-resistant windows, fiber cement siding, hurricane straps, wind-rated structures and roofs, storm shutters.

All CDBG-DR program activities and references within this guideline shall follow (as updated for any amendments) both:

- HUD Universal Notice for CDBG-DR and CDBG-MIT Programs - 90 FR 1754, as amended; and



- Federal Register - January 16, 2025 – 90 FR 4759 – Allocations for Community Development Block Grant Disaster Recovery and Implementation of the CDBG-DR Consolidated Waivers and Alternative Requirements.

The City shall administer all CDBG-DR activities in compliance with the Universal Notice and local laws. Program policies are tailored to incorporate Universal Notice requirements, including:

- Duplication of Benefits (DOB) methodology under Section 312 of the Stafford Act,
- Resilient design and mitigation integration under Section V.C.2 of the Universal Notice,
- Streamlined environmental review procedures under 24 CFR Part 58, and
- Cost reasonableness standards under 2 CFR 200 Subpart E.

These tailored policies ensure all activities are eligible, documented, and compliant with both federal and state requirements. Under the Universal Notice, the COFL may undertake expanded housing activities, including:

- New construction of affordable housing,
- Acquisition and site development for LMI housing, and
- Multifamily or small-rental development benefiting LMI households.

All new construction activities shall demonstrate tieback to a qualifying disaster, meet local building code standards, and comply with grant agreements.

This guideline shall automatically incorporate all future HUD memoranda, technical corrections, or Federal Register amendments affecting the Universal Notice or Allocation Announcement Notice. COFL will update this document within 60 days of any such HUD publication to ensure continued compliance with CDBG-DR program requirements. The HUD waivers and alternative requirements are adopted per Federal Register (90 FR 1754, as amended). The CDBG-DR Implementation Manual includes a list of these waivers and alternative requirements. Where applicable, cross-reference to the HUD Universal Notice (90 FR 1754) shall be included. Any future waivers issued by HUD shall be incorporated through formal amendment to this manual.

B. National Objective

HUD identified the following National Objectives in 24 CFR 570. The City must apply these National Objectives to all housing projects:

- Benefit Low- to Moderate-Income Persons (LMI)
 - Low- and Moderate-Income Housing (LMH): Benefiting low- to moderate-income persons by acquiring, rehabilitating, or improving property to provide housing that, upon completion, will be occupied by an LMI household.
- Meet an Urgent Need (UN) by providing housing assistance to individuals who have an income that is more than 80 percent of the area median income (AMI).
- Elimination of Slum or Blight (SB) by providing services that eliminate structures that are a detriment to public health and safety.

C. Exceptions to Program Policies

The IHP Guidelines outline the policies that govern the program, while the approved Standard Operating



Procedures (SOP) detail the processes for implementing these policies. Both the Guidelines and the SOPs are designed to direct program activities and ensure compliance with relevant federal regulations. Although the Program Guidelines and SOPs provide a framework for the program, they should not be viewed as comprehensive instructions for every possible situation that may arise. There may be instances where exceptions to program policies and/or procedures are necessary. All requests for exceptions are evaluated and decided on a case-by-case basis, at the sole discretion of COFL. Exceptions may be granted for program policies or processes; however, exceptions to federal regulations, laws, or statutes will not be permitted. All applicants will be treated fairly and will be afforded the same access to programs and services. Policies will be updated to reflect any new policy decisions that may arise from time to time.



III. Program Design

The City of Fort Lauderdale created the IHP design using measurable and verifiable data sourced from HUD, the Federal Emergency Management Agency (FEMA), the Small Business Administration (SBA), and various local data sources. Additionally, the City conducted an Unmet Needs Assessment to evaluate the effects of the disaster that occurred on April 12, 2023, on Fort Lauderdale residents. The Individual Housing Program is included in the City's HUD approved CDBG-DR Action Plan, which stipulates each program's eligible activities, scope, criteria, and maximum amount of assistance per beneficiary. Program activities are discussed in **Table 3**. The program will prioritize LMI applicants until 65% of program allocation is awarded.

Table 3 IHP Activities and National Objectives

IHP Activities	National Objective
Homeowner Repair and Reconstruction Activity (HRRR) – Owner-Occupied Housing (including elevation)	LMI, UN
Demolition and Clearance of Blighted Structures	SB
Homeowner Reimbursement Activity (HRA)	LMI, UN

A. Program Service Area

To be eligible, an owner-occupied, storm-impacted residential property must be located in Fort Lauderdale, Florida.

B. Program Award Maximums

COFL set assistance maximums for all eligible IHP activities. Unit costs must be necessary, reasonable, allowable, and allocable, as defined in 2 CFR Part 200 Subpart E. This policy ensures compliance with Section 312 of the Stafford Act and HUD DOB Guidance (84 FR 97). CDBG-DR assistance shall not be used to satisfy, pay off, or reduce any existing mortgage, lien, or judgment, nor shall applicants be required to do so as a condition of eligibility ('forced mortgage payoff'). This does not include short-term subsidized loans for pre-award costs incurred by grantees or subrecipients that are later reimbursed with CDBG-DR⁴.

Table 4 outlines the HRRR assistance caps by program activity. The table denotes the base maximum costs for

⁴ Per the HUD Universal Notice for CDBG-DR and CDBG-MIT Programs (90 FR 1754, Section 8.a.)



rehabilitation, reconstruction, and replacement by housing type and additional project-specific cost maximums, which are in addition to the base maximum costs. **The maximum total award for an HRRR applicant is \$450,000.**

Table 4 HRRR Assistance Maximums

	Rehabilitation	Reconstruction/ Replacement
Homeowner Repair and Reconstruction/Replacement Activities (HRRR) - Base Maximum Cost		
Non-Historic Homes ⁵	\$200,000	\$350,000 ⁶
Manufactured Homes (Single-wide)	\$30,000	\$165,000 ⁷
Manufactured Homes (Double-wide)	\$30,000	\$230,000 ⁷
Additional Project-Specific Cost Maximum⁸		
Elevation	\$100,000	\$100,000
Other Mitigation/Resiliency	\$10,000	\$15,000
Historic Requirements	\$50,000	
Water Well	\$10,000	\$10,000
Septic System	\$25,000	\$25,000
Accessibility	\$50,000	\$50,000
Lead-Based Paint ⁹ / Asbestos/Mold	\$12,500	\$12,500
Temporary Relocation Assistance (moving, lodging, and storage)	\$19,210	\$28,335 for Reconstruction \$15,785 for MHU Replacement

The program will review case-by-case exceptions to the maximum award amounts, when necessary, to evaluate cost-reasonableness, particularly to comply with local and federal requirements, comply with federal accessibility standards, or to reasonably accommodate a person with disabilities. **The minimum HRRR award amount is \$3,000.**

⁵ Homes are stick-built, concrete block-, or modular-built construction.

⁶ Note: This amount does not include elevation cost of (up to \$100K) or other additional costs that contribute to the full \$450K program maximum.

⁷ Maximum cost for MHU replacement does not include cost to remove/demolish original MHU. These cost will be the actual cost to demolish structure(s) and determined on a case-by-case basis.

⁸ Additional Project-specific Costs are in addition to the based project type maximum. These cost maximum may be increased on a case-by-case review for actual reasonable cost to provide the item.

⁹ Per 24 CFR 35 subpart B-R, as applicable



Table 5 provides the maximum Homeowner Reimbursement Activity (HRA) assistance for homeowner-occupied stick-built homes and manufactured homes. **The minimum award amount is \$1,500.**



Table 5 HRA Assistance Maximums

Type of Home	Reimbursement (HRA) – Maximum Award
Owner-Occupant Single-Family Homeowners	\$75,000
MHU Owners-Occupant	\$25,000

The **activity of demolition and clearance of blighted structures** will involve demolishing a residential building that is structurally unsafe or constitutes a hazard to safety, health or public welfare because of inadequate maintenance, unsanitary condition, dilapidation, obsolescence, fire hazard, disaster, or abandonment. The structure also meets the program’s definition of “Not Suitable for Repairs” (see Section X.C.2.b.). The maximum assistance per property demolished is \$50,000 for a single-family housing unit and \$20,000 for MHU.

C. Priority Schedule

The City will use at least 65 percent of funds designated for IHP to serve Low to Moderate Income (LMI) households (those earning 80% or less Area Median Income as defined by HUD)¹⁰. The remainder of the funds may be used to serve Urgent Need households and eliminate Slum and Blight. The program will prioritize LMI applicants until 65% of program allocation is awarded.

Table 6 Award Prioritization Phase Schedule

Project Phase	Program Type	Income Level (AMI)	Is a vulnerable household with a child 5 years and under, person(s) 62 and over and/or person with a disability OR displaced from their home due to disaster?	Estimate Date to Activate Submitted Applications
Phase 1	HRRA/HRA	50% AMI or less AMI	No	May 27, 2026
	HRRA/HRA	Over 50% - 80% AMI	Yes	
Phase 2	HRRA/HRA	Over 50% - 80% AMI	No	June 26, 2026
Phase 3	HRRA/HRA	Over 80% - 120% AMI	Yes	September 1, 2026

¹⁰ Per the COFL CDBG-DR Action Plan, the City will serve 60 percent of fund for Homeowner Reimbursement activities and 70 percent for Repair and Reconstruction activities.



Phase 4	HRRA/HRA	Over 80% - 120% AMI	No	November 1, 2026
	HRRA Clearance	Slum and Blight	n/a	

The IHP activities will prioritize activities that benefit LMI applicants, particularly vulnerable households with a child age 5 years and under, person(s) age 62 years and over, person with a disability in the household and households who are currently displaced from their homes due to April 12, 2023 flood damage (**Table 6**). The City will prioritize the disbursement of CDBG-DR funds to low-to-moderate-income (LMI) applicants before allocating funds to applicants with incomes over 80% up to 120% of the area median income (AMI) who are not displaced or a vulnerable household (as shown in **Table 6**). Activities for demolition and clearance of blighted structures will be prioritized first to LMI neighborhoods to assist these communities in eliminating hazardous, unsafe structures that depress a neighborhood.

IV. Eligibility Requirements

The City of Fort Lauderdale's Housing and Community Development Division (HCD) will administer two activities, Homeowner Repair & Reconstruction Activity (HRRA) and Homeowner Reimbursement Activity (HRA) under the Individual Housing Program (IHP). These activities have similar applicant eligibility requirements and operational functions and will be managed under a single application to the public.

Applicants will be required to provide complete and accurate information regarding their household composition, household income, certifications, 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.

Below are the threshold eligibility requirements for owner-occupant applicants to be eligible for assistance. Threshold requirements are those that will either allow an applicant to continue to move forward in the program or result in disqualification.

- Applicant must be the current owner-occupant of the damaged property.
- The Owner-occupant Applicant must have occupied the home as a primary residence at the time of the April 12, 2023 flood event.
- The storm-impacted property must be located within the City of Fort Lauderdale, Florida.
- Residential structures must not be located in a regulatory floodway.
- The subject property must have been damaged by the April 12, 2023 flood event.
 - For HRRA, the property must have remaining storm damage valued at \$3,000 for the residential structure (damage value will be verified by a program inspection with support documentation).
 - For Reimbursement assistance, the property must have:



- > No remaining storm damage that violates local minimum health and safety code,
 - > No outstanding violations on the property (for either City Code Compliance or Minimum Standards),
 - > No Repair work may be reimbursed that was to satisfy a local jurisdiction’s complaint, order or to cure a violation, and/or
 - > Completed elevation when it is required by floodplain manager for substantial damage/substantial improvement requirements.
- The storm-impacted property must be an eligible structure type (as described in the Section VI “[Structure Types](#)”).
 - If there is a mortgage on the property, the mortgage must be in good standing as discussed in Section IV.K.
 - Property taxes paid in full or proof of a payment plan in good standing at the time of application and award as discussed in Section IV.J.

A. Eligibility Documentation

All applicants to IHP HRRR and HRA must demonstrate compliance with all eligibility criteria. Please note that eligibility does not guarantee assistance, as IHP is subject to limited funding. Eligibility will be determined by the program based on a combination of information and documents supplied by the applicant and information verified independently by the program. The following **Table 7** includes eligibility criteria for Applicants, along with documents required to be submitted by the applicant for each criterion. Eligibility criteria will be independently verified by the program.

Table 7 Methods to Verify Eligibility Criteria for Applicants

Eligibility Criterion	Document(s) or Certifications Required
Must have owned the storm-impacted property at the time of the April 12, 2023 flood event. ¹¹	<p>One of the following may be used to prove ownership at time of storm:</p> <ul style="list-style-type: none"> • Deed • Manufactured Home Title, bill of sale, warranty deed, or MHU Registration or State-issued certification of ownership • Home purchase contracts • Probated will or affidavit of heirship • Court order or judgement granting ownership of the property • Tax receipts or bills in 2023 • Mortgage documents • Utility bill statement (Electric, gas, water, or cable) sent to the applicant at the storm-impacted property address in the month preceding or the month of the disaster

¹¹ Applicant must still own the property to receive assistance.



	<ul style="list-style-type: none"> • Home insurance documentation indicating primary residence in 2023 or 2024, such as a homeowner’s endorsement • Other documents may be considered on a case-by-case basis <p>Additional proof of ownership documentation information in below section “Additional MHR Program Ownership Requirements”.</p>
<p>Must have occupied the home as a primary residence at the time of the April 12, 2023 flood event</p>	<p>Homestead exemption at the storm-impacted property address in 2023 (the year of the April 12, 2023 flood event).</p> <p>OR</p> <p>Completed the Primary Residence Self-Certification Form</p> <p>AND</p> <p>Two (2) of the following:</p> <ul style="list-style-type: none"> • FEMA IA award letter for storm-impacted property address for damages caused by the April 12, 2023 flood event; • SBA Disaster Home Loan award letter for storm- impacted property address for damages caused by the April 12, 2023 flood event; • Driver’s license or state-issued ID card showing the storm-impacted property address; issued prior to the date of the storm and expiring after; • Credit card bill or bank statement or utility bill statement (Electric, gas, water, or cable) sent to the applicant at the storm-impacted property address in the month preceding or the month of the disaster; • Insurance documentation indicating primary residence in 2023 or 2024, such as a homeowner’s endorsement; • Employer’s statements, including pay stubs and similar employment documents (must be dated in the month preceding or month of the disaster) • Other documents may be considered on a case-by-case basis
<p>Property is located in the City of Fort Lauderdale, Florida</p>	<p>Verified by the program using 1) storm-impacted property address and GIS mapping, if needed</p> <p>Or</p> <p>2) Property’s Appraisal Record from the Broward County Property Appraisal website at https://bcpa.net/RecMenu.asp indicating the property is in the City of Fort Lauderdale.</p>
<p>The storm-impacted property must be an eligible structure type</p>	<p>Verified by the program via a Damage Assessment</p> <p>OR</p> <p>If it is impossible to verify structure type via a program damage assessment, such as in cases where the storm- impacted property has been demolished, the applicant may be required to provide proof of storm damage, which may include:</p> <ul style="list-style-type: none"> • Pre-storm information on structure type from the property appraiser’s office; • Date-stamped, color photos of the storm- impacted property address; or <p>Other document considered on a case-by-case basis</p>



Property Taxes are Current	The IHP will seek proof from the Broward County tax collector of property taxes for Fort Lauderdale paid in full at the time of application or proof of a payment plan in good standing at the time of application (tax record can be access from the Broward County Property Appraisal website at https://bcpa.net/RecMenu.asp). For those applicant records without an up-to-date proof of good standing, the case manager will seek additional documentation from the applicant.
If there is a mortgage on the property, the mortgage is in good standing	Most recent mortgage statement, at time of application, showing no arrearages
For MHU Owner-Occupant units - If there is lot rent for the MHU, the lot tenant is current with rent	Recent landlord statement, at time of application, showing no arrearages for the lot rent. This must be signed, dated, and notarize.
Property must not be located in a regulatory floodway	Verified by the program using FEMA Flood Insurance Rate Maps (FIRM)

B. Proof of Disaster Tieback

Applicants must have damage that ties back to the April 12, 2023 flood event to be eligible for assistance. IHP will take the following steps to determine tieback:

- If IHP determines that disaster tieback is inconclusive after the tieback/damage inspection, then the applicant can submit additional documentation to support their tieback claim. This documentation can include dated photographs or videos of the disaster, neighborhood media reports that tie the disaster to the specific area where the home is located, and/or third-party reports from disaster recovery agencies. Documentation should show how the damaged address was directly impacted by the disaster. Broad City-wide declarations of disaster will not be considered. Supplemental documentation will be considered on a case-by-case basis.
- The applicant can provide a FEMA, SBA, NFIP, or insurance claims number on their application, then the applicant can submit an award letter corresponding to the claim to substantiate disaster tieback.

C. Primary Residence and Ownership Requirements

To qualify for HRRR and/or HRA, owner-occupant applicants must currently own the storm-impacted property, not as a second home¹², and agree that the home will be re-occupied by the applicant household for the compliance period. Additionally, owner-occupant applicants must have occupied the property as their primary residence at the time of the disaster and maintain their ownership until closeout, except in special

¹² Universal Notice III.D.5.k.



circumstances. All applicants must have owned the subject property at the time of the April 12, 2023 flood event and maintain their ownership until completion of compliance/affordability period (see Section VII.B.2.).

If the applicant was under a Lease Purchase or Contract for Deed Agreement for the property and/or MHU, the contract must be satisfied and a warranty deed granting the property to the applicant must be recorded in the property records. The original contract and subsequent warranty deed are required. MHR may consider other forms of MHU ownership, on a case-by-case basis.

For those properties owned by a Limited Liability Corporation (LLC), the applicant, who must have occupied the property as their primary residence at the time of the disaster, must be an owner of the LLC to be eligible. The applicant must provide documentation showing the ownership of the LLC including any other owners. If there are other owners of the LLC, there must be written consent from these owners for participation in repair, reconstruction, or replacement activities to the subject property.

MHU owners must demonstrate either land ownership or the legal right to occupy the land (such as a pad site lease). While MHU owners are not required to be land/lot owners to be eligible, they must demonstrate that they have legal right to occupy the land. 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. The landowner must consent to the demolition and replacement of the unit or repairing the unit on the landowner's land, should the applicant qualify to receive assistance.

Documents provided to demonstrate primary residence should include the applicant or co-applicant's name, appropriate date demonstrating residence at the time of the storm, and storm-impacted property address. See a list of documents in **Table 7: Methods to Verify Eligibility Criteria for Applicants**.

The Program will review and assess all available documentation together and determine primary residence. All applicants to the Program bear the burden of proof for providing evidence to prove primary residency at the time of the disaster.

To be eligible, a property must be located in Fort Lauderdale, Florida. The program will verify the property location using the property address and GIS coordinates/mapping if needed.

1. Primary Residency Special Circumstances

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

- Active-duty military personnel, who own a storm-damaged home in the COFL 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 COFL 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 storm-damaged property in COFL 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, then someone with a Power of Attorney may apply on his or her behalf.

Per the requirements of the HRRRA and HRA programs, homeowners must agree to obtain and maintain flood insurance if the assisted home resides in a Special Flood Hazard Area in accordance with the terms of the Homeowner Grant Agreement and loan agreement.

2. Applicant Compliance Period

As a condition of CDBG-DR assistance the applicant agrees to own the assisted property as their primary residence for the following applicable compliance period:

- HRRRA applicant receiving rehabilitation/elevation only assistance – a period of 3 years
- HRRRA applicant receiving reconstruction assistance – a period of 7 years
- HRA applicant receiving reimbursement assistance - a period of 1 year

Period begins upon the date assistance is distributed (reimbursement assistance) or applicant return and key turn over post construction (rehabilitation, reconstruction, or elevation assistance). If the applicant is receiving both reimbursement and housing construction assistance, the compliance period will default to 3 years for rehabilitation/elevation assistance or 7 years for reconstruction assistance.

The City will periodically monitor Applicants throughout the compliance period. Applicants may be asked to demonstrate that they are still in compliance at any time during the compliance period. Annually, the applicants may be asked if they are maintaining the property as their primary residence. The City will confirm using the property appraiser reports for homestead exemptions. If the applicant is not in compliance, a non-compliance notification will be sent for action with the possible corrective action up to repayment of the CDBG assistance amount.

During the compliance period applicants must agree not to sell or transfer the property, or any interest in it, whether voluntarily or involuntarily until after the completion of the program compliance period. This includes leasing the home and not maintaining it as primary residence. If a transfer occurs before end of compliance period, the applicant may be required to repay the CDBG-DR assistance:

- At a rate of 20 percent reduction per annum for reconstruction projects,
- At a rate of 33 percent reduction per annum for rehabilitation/elevation projects, and
- If applicant received reimbursement only, recapture will be for the entire CDBG-DR assistance amount.



Applicants should notify IHP staff if a transfer may happen to ensure compliance with HUD requirements. More information about the program compliance period can also be found in the section XIII.E. in this document.

Per the requirements of the HRRRA and HRA activities (see Section XIII.A.), all owners must agree to obtain and maintain flood insurance if the assisted property resides in a Special Flood Hazard Area in accordance with the terms of the Homeowner Grant Agreement.

D. Applicant Identification & Proof of Residency

1. Identification

Applicants and adult household members ages 18 or older will be required to submit a valid photo identification. Expired photo identification will not be accepted. Forms of identification accepted by IHP are any one of the following documents:

- Government Issued Photo Identification (Federal or State issued);
- Non-Temporary Driver's License or REAL ID compliant Identification Card;
- U.S. Issued Passport;
- Military ID Card; or
- Certificate of Naturalization or Permanent Resident Card.

Household members under the age of eighteen (18) must also submit proof of age and identity. Birth certificates must be submitted for all household members seventeen (17) and younger. 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.

2. U.S. Citizenship or Lawful Permanent Resident

The IHP program will comply with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("PRWORA") in determining eligibility for assistance and the SAVE Act (H.R. 22). 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. All persons over the age of 18 years of age in the household, living at the application property, must be an U.S. Citizenship or Lawful Permanent Resident or have a status of lawful presence in the U.S.

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, the program can also utilize:
 - The applicant's confirmed assistance via FEMA or SBA awards for property assistance can be considered as both FEMA and SBA validate legal residency as part of their application process.
 - Program may also use the U.S. Citizenship and Immigration Services' SAVE online services (available to registered federal, state, territorial, tribal, and local government agencies) to verify immigration status and U.S. citizenship of applicants seeking benefits.
- 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)
 - U.S. Passport or Certificate of Naturalization

The documentation needed to verify lawful presence in the U.S. may include, but is not limited to the following:

- Valid Visa
- Employment Authorization Document (such as a I-766)
- Other Classes of Admission (COA) for lawful status as allowed by Federal Government¹³ (reviewed on a case-by-case basis).

The City of Fort Lauderdale may validate applicant and co-applicant citizenship and residency information and documentation using the U.S. Citizenship and Immigration Services SAVE Verification process.¹⁴

E. Trusts

If any percentage of the storm-impacted property was transferred to the applicant through a family trust by the prior owner of the property, a copy of the Trust document will satisfy the ownership requirement. Trust can be recorded in the property records but if not, a Certification of Trust can assist in providing proof of the trust. The Certification will include the trust's name and date of the trust instrument; the settlor's name; the acting trustee's name; and the trustee's powers relevant to the situation. In addition, the certificate states whether the trust is irrevocable or revocable, and who has the power to revoke the trust in the case of the latter. If the transaction involves real estate, include the legal description of the subject property or properties.

If the trust has more than one acting trustee, the certificate shows who is authorized to sign documents relating to the trust, and how many are required to sign. The certificate also confirms the name by which the trustee, as representative of the trust, is to take title to trust assets.

¹³ See list of Class of Admission from U.S. CIS at <https://ohss.dhs.gov/topics/immigration/lawful-permanent-residents/immigrant-classes-admission>; for non-immigrants, refugees and asylees, humanitarian and Spouses of and adoption by LPRs at <https://www.uscis.gov/policy-manual/table-of-contents>

¹⁴ U.S. Citizenship and Immigration Services SAVE Verification process web link: <https://www.uscis.gov/save>



F. 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.

G. Title Clearance Issues and Ineligible Types of Ownership

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 six months 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 **six (6) months of application submission**, the case will be deemed ineligible for failure to sufficiently prove ownership of the storm-impacted property.

The following types of ownership are ineligible for assistance under this program:

- Applicants who lost ownership of their home due to foreclosure or properties with an outstanding suit undergoing foreclosure proceedings.
- Applicants who have sold their home.

H. Death of an Owner-Applicant

If an Owner-Applicant passes away after an HRRR application is submitted, but before construction begins, the Owner-Applicant's heir may be deemed eligible to receive assistance through IHP if:

- The heir is a household member listed on the application; and
- The heir can demonstrate current ownership of the storm-impacted property via one of the accepted methods outlined in this document; and
- The heir meets all other eligibility requirements.

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

I. Property Taxes

The program will download the tax record of the subject property and verify proof of property taxes good standing. Applicants must demonstrate that property taxes on the storm-impacted property are paid in full or that the property taxes are subject to a payment plan in good standing. If the property tax records are unable to demonstrate taxes in good standing, the applicant will be required to show evidence from the tax collector that



they are in good standing.

J. Mortgages

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.

Applicant(s) with a reverse mortgage at the time of the April 12, 2023 flood event are eligible to apply.

K. Other Liens

If the subject property has other liens, the lien(s) must be such that the property can obtain a permit for construction and is not subject to foreclosure during the provision of assistance until applicant has completed the compliance period. CDBG-DR cannot be used as assistance to pay off any liens. If the lien is from the city, the Program will contact the department or entity regarding the lien and consent to move forward with the provision of services by the program.

L. Prior Flood Insurance

Section 582 of the National Flood Insurance Reform Act of 1994, as amended, *supra*, on 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 reimbursement, repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance during a qualifying disaster event that was conditional on the person having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance after that qualifying disaster event as required under applicable Federal law on such property. **This means that COFL may not provide disaster assistance for the reimbursement, repair, replacement, elevation, or restoration to a person who has failed to meet these requirements to maintain flood insurance after the qualifying disaster event.**

To ensure compliance with Section 582(a), IHP staff must:

1. check Federal disaster assistance datasets to determine whether the applicant at any time received Federal flood disaster assistance that required the applicant to obtain and maintain flood insurance protection for the assisted property in accordance with the requirements of the Federal flood disaster assistance, but failed to do so (making them non-compliant in the datasets); and,
2. if that failure occurred, no CDBG-DR funds are used to make a payment (including any loan assistance payment) to the applicant for repair, replacement, or restoration for flood damage to the assisted property.



COFL will not consider situations where the applicant or other property owner(s) had any lapse in a required flood insurance policy for the qualifying storm event. The City will also not consider exceptions based on documented hardship. Applicants without continuous coverage will be deemed ineligible for assistance for that qualifying storm event.

Additional discussion regarding flood insurance is in Section XIII.A.

V. Income Requirements

IHP is designed to ensure that the housing needs of extremely low, very-low, low- and moderate-income households, are addressed to the greatest extent feasible. Owner-occupant Applicants that are LMI must have a total household annual gross income that does not exceed 80% AMI, adjusted for family size, as published annually by HUD to participate. If funding is available after LMI households are served, owner-occupant applicants can have a total annual gross income that does not exceed 120% AMI for family size, as published annually by HUD to participate, and will follow the requirements of the HUD Urgent Need National Objective.

A. Household Size

A **household** is defined as all persons occupying the same housing unit, regardless of their relationship with each other at the time of application. 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. Household members are all persons (minors and adults) who are living in the damaged home at the time of application and will reside in the home for the near future.

B. Income Verification

IHP will use the Internal Revenue Service (IRS) Form 1040 definition of income, as set forth in HUD regulations, for the purpose of determining Owner- Applicants' eligibility for the HRRRA and HRA program. The IRS Form 1040 method of calculating income is often referred to as the Adjusted Gross Income, or AGI, method.

All household members must provide a complete copy of their most recent year's filed tax return or tax return transcript. The Program will allow the use of the previous year's tax return in determining annual income for each adult household member if a recent year is not available, however, the applicant will certify there has not been any changes in income since the previous year's tax return. If there have been changes to household income or a hardship that has affected the household's income, the Program may consider this change or hardship and require additional income documentation to calculate income.

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, or unusual and excessive amount of debt due to a natural disaster. None of the listed examples above, individually or taken together, automatically establish 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. If an applicant believes that they are in the state of demonstrable hardship, they may present their evidence of a demonstrable hardship to their program representative for review. Examples of this may include households who draw one-time funding from a retirement fund to assist with their recovery or hardship.

Household members who cannot provide a valid tax return or tax transcript must provide alternative income documentation. The following income documentation will be required for each household member only if the type of income is applicable and if a prior or current year income tax return is not available:

- **Wages:** Three (3) consecutive months of recent paystubs within the past three (3) months or W-2 Forms.
- **Retirement or Social Security:**
 - Past three (3) Monthly Bank Statements (Social Security Benefits & 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:** W-2 Forms; and/or Current year profit and loss statement.
- **Rental Income:** Current lease agreements.
- **Income from work paid in cash:** Past Monthly Bank Statements, Paid invoices of services and cancelled checks
- **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).
- **Certification of No Income:** Adult household members who do not earn an income will be required to submit a Certification of No Income. An IRS form 4506, 4506-T, 4506-C, or equivalent must be submitted with the Certification.

C. Income Calculation Methodology

Household income shall be calculated based on the adjusted gross income as defined for purposes of reporting under Internal Revenue Service (IRS) Form 1040 series for individual Federal annual income tax purposes. IHP will consider income of all household members, not just the applicant, to make a determination of annual household income.

IHP will use the following rules to determine the income of household members to be included in the household income calculation:

- **Minors:** Earned income of minors, including foster children (household member under age 18), is not counted. Unearned income attributable to a minor is included in the household income calculation



(examples include payments from trusts, stocks, bonds, etc. if the payments are taxable at the Federal level).

- **Temporarily Absent Family Members:** The income of temporarily absent family members is counted in the annual income, regardless of the amount the absent member contributes to the household. Temporarily absent family members are also counted as a member of the household when determining the household size. For example, individuals who have temporarily left the household but intends to return to the household, due to military service, illness, child in school or incarceration (e.g. under 90 days).
- **Permanently Absent Family Members:** In situations where family members are permanently absent such as when a spouse is in a nursing home, the head of household has the choice of excluding the individual in the household composition, as well as any taxable income they receive. However, if the absent family member is included in the household composition, the taxable income must also be included in the total household income calculation.

If any of the following special circumstances apply, the income of the specified individuals will be excluded from the total household income calculation:

- Persons who are temporarily living with the applicant, including tenants;
- Persons who are employed by the household as a live-in aide and/or are a child of that aide. Note: A live-in aide/caregiver that is related is not excluded. In such cases, their income will be included in the total household income calculation and the live-in aide, and any child of the aide will be included in the total household composition; and
- If an applicant is married and their spouse is absent from the household, the income of the absent spouse will not be included in the total household income if documentation of a separate residence for the absent spouse is provided.

VI. Structure Types

A. Eligible Structure Types

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

- Single-family (1-4 unit) stick-built/Concrete (CMU) block homes;
- Single-family (1-4 units) alternative construction method homes (e.g. modular home design)
- Manufactured Home Units (MHU) including a container home.
- Multi-unit buildings (Townhomes, Condominiums, Duplexes, Triplexes, and Quadplexes). Units with a shared common wall may be eligible for reimbursements and/or rehabilitation only. Cases will be reviewed on a case-by-case basis.



B. Ineligible Structures

The following structure types are ineligible for HRRRA assistance:

- Garages, sheds, and outbuildings not attached to the main dwelling unit are not eligible for repair but may be eligible for demolition only, as part of an eligible project, if deemed a safety hazard or in the path of the proposed construction activities. Garages, sheds, and outbuildings will not be addressed as stand-alone activities. Improvements must be permanently attached to the main housing structure;
- Recreational Vehicles and camper trailers used as a residence are not eligible for the program;
- Houseboats used as a residence are not eligible for the program;
- Second homes;
- Seasonal, short-term, and vacation rental properties;
- Housing units located where federal assistance is not permitted by federal regulation, including floodways, or within a Coastal Barrier Resources System unit;
- Properties with delinquent mortgages, delinquent real property taxes, or properties that are subject to bankruptcy proceedings or in foreclosure;
- Properties/structures located where federal assistance is not permitted are not eligible for CDBG-DR HRRRA assistance. Properties must be in compliance with Environmental Code 24 CFR Part 58.
- Properties located on sites with extraordinary site conditions that are determined to be not feasible for demolition and reconstruction or replacement. Extraordinary site conditions may include but are not limited to properties with environmental concerns, properties where local building codes prohibits program scopes of work, or properties located in a floodway;
- Properties currently under construction and/or contract by private contractor, HOA/POA, apartment complexes;
- Townhomes/Duplexes/Triplexes/Quadplexes that require elevation; and
- Housing units that require repairs for “shared” structures (such as exterior repairs for apartment units, roof repairs on townhomes)

C. 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 HRRRA. 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., 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 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.

VII. Program Implementation

HUD has developed the Universal Notice, which outlines the requirements for CDBG-DR funding after a qualifying presidential disaster declaration. It explains the steps, timelines, and any exceptions that will guide the use of these funds for disaster recovery. The Universal Notice also provided the requirements for all housing programs and includes the following areas.

A. Application Intake Process

Eligible property owner-occupants, who are interested in assistance, may apply for an Individual Housing Program(s) via the following methods.

- Complete an application online at [Fort Lauderdale Application Intake - Smartsheet.com](https://www.fortlauderdale.gov/SmartSheet)
- Find more information on the program or where to visit program staff at a mobile intake events as advertised on the City's website [Community Development Block Grant Disaster Recovery- CDBG-DR | City of Fort Lauderdale, FL](https://www.fortlauderdale.gov/CommunityDevelopmentBlockGrantDisasterRecovery-CDBG-DR).

Applicants will be required to complete an IHP intake application and provide supporting documents necessary for eligibility review, income verification, and duplication of benefits review. All documentation submitted by the applicant must be valid at the time of submission. The application process will require each applicant to authorize IHP to obtain 3rd-party data by signing a consent/release form. Case Managers will collect documents needed to determine eligibility and which program benefits the applicant may be eligible to receive.

Case Managers will be available to assist the applicant through the intake process and to answer questions, as needed. Each applicant will be assigned a dedicated Case Manager. Each Case Manager has a direct email and phone line at which they can be reached. During initial case management meeting, applicants are provided with 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 below.



Multiple standard methods of communication will be provided to ensure applicants receive timely, accurate information regarding their applications and the program. Methods of communication with the Program include, but are not limited to:

- COFL CDBG-DR Program website: www
- Email:
- Telephone:
- Mail correspondence to: COFL CDBG-DR Program, xxxx, Fort Lauderdale, FL

COFL will establish application submission deadlines and may adjust the intake period at its discretion to accommodate program needs. IHP will post current deadlines online and publish at mobile intake events.

1. Application Announcement

IHP will use their website, social media, and other notification channels to announce the date that IHP applications will open. All Applicants must submit a signed and dated application, which will be assigned a unique application ID. The application can be submitted virtually via an online application portal. Additional application methods are available for those with accessibility needs.

Program funding is limited. Applications will be processed on a first-come, first-served basis, prioritized by income and vulnerability criteria, with the measurement date being the submission date of the complete application, which must include all required elements.

IHP staff will be available to assist with application intake. Intake staff will be trained in all housing recovery activity requirements. Intake staff will also provide applicants with referral services (HUD Certified Housing Counselors, Legal Aid, community non-profits, etc.), where appropriate. Hearing impaired, visually impaired, and LEP applicants must be provided with translation and interpretation services, as required. IHP will arrange home visits to assist homebound applicants with their application intake needs.

2. Marketing Plan

As prescribed by the Americans with Disabilities Act (ADA), COFL and its programs will provide accommodations during the program outreach, intake, and applications processes for persons with disabilities such as holding meetings in accessible buildings, providing a sign language or language interpreter, and/or providing special devices for the visually impaired, when requested. Every effort will be made to assist such applicants during the entirety of their program participation. The City will offer all outreach materials in English, as well as other languages prevailing in the region in accordance with Title VI of the Civil Rights Act of 1964 and other fair housing and civil rights requirements (e.g., the effective communication requirements under the ADA, codified at 24 CFR §8.6.). COFL will include the Fair Housing logo on all marketing materials.

3. Applicant Designees

Applicants may choose to designate other individuals to act on their behalf or to receive information about the



application from IHP. Applicants may designate a Power of Attorney, Co- Applicant, or Communication Designee, or any combination thereof, at the sole discretion of the applicant. The requirements for and powers of each designated representative type vary and are outlined below.

- **Power of Attorney (POA):** 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. IHP 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 storm-impacted property. For Owner-Applicants, a Co-Applicant must also be a household member of the storm-impacted property. Co-Applicants will have the same authority over the IHP 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 IHP application.

Note, 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 IHP to affect the storm-impacted 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 storm-impacted 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 IHP application. HRRAs shall be authorized to share information with the communication designee, but the Communication Designee is not authorized to make any decisions regarding the IHP application or affect the IHP application on the applicant’s behalf. A communication designee is designated through completing and signing a Communication Designee form by the applicant anytime during the IHP process.

4. Required Applicant Certifications

As part of the IHP application process, each applicant must sign an Acknowledgements and Consent statement. The Acknowledgements and Consent statement includes necessary acknowledgments and authorizations. The table below lists the required certifications and their descriptions.

Certain certifications may not be required for all Individual Housing Programs. Case Managers will inform and guide applicants regarding the certifications that are applicable to the program for which they are eligible.

Table 8 List of IHP Certifications for Application Intake

Certification	General Description
Release of Information	Authorization from the applicant to share and receive personal information from third parties in connection with IHP and for purposes of progressing their case through IHP.



Right of Entry	Authorization from the applicant for the program to access the storm-impacted 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 HRRRA after provision of assistance through IHP must be returned to COFL.
Construction Stop Work	Applicant agreement to stop all construction work at the storm-impacted property and take no choice limiting actions after date of program application per 24 CFR 58.22.
Uniform Relocation Act Compliance	Applicant agreement to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA).
General Information Notice (GIN)	Informs affected persons of the project and that they may be displaced by the project.
Conflict of Interest Disclosure	Applicant's report of relationship with any public servant, employee, agent, consultant, officer, or elected official or appointed official of COFL, 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. Fraudulent Application

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.

If an Applicant is found to have submitted inaccurate and/or incomplete information to appear eligible for IHP, then they may be required to make full restitution to the City of Fort Lauderdale, including administrative fees, construction costs, and other costs. If an applicant knowingly misstates or omits information in any document related to their request for assistance, the City may pursue civil and criminal prosecution and demand immediate repayment of any funds disbursed.



B. Awards Process

Applicants who are deemed eligible, environmentally cleared, and with no 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.

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

- Structure type (MHU vs. Stick-Built/CMU)
- Estimated Cost to Repair
- Structure age
- Whether all repairs to the structure were completed by the applicant
- Award Cap as outlined Program Award Maximums in Section III. Individual Housing Program Design of this document.

Applicants may be awarded a repair, reconstruction, and/or elevation or a manufactured home rehabilitation or replacement award and/or reimbursement of eligible home repair costs. The award amount is based upon the home evaluation work write-up estimate and program type. After the award letter is sent, the Case Manager will schedule a Homeowner Grant Agreement (HGA) signing event with each eligible applicant.

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 and/or reimbursement, status of utility bills, and affordability/compliance period requirements (as discussed in Section XII.B.) Applicants must demonstrate that they are current or on a payment plan in good standing for electric, sewer, and water service, tax and mortgage. 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. Properties in arrears or in poor standing with taxes and mortgages presents a risk that the homeowner may not complete the compliance period. Applicants who cannot prove that these items are in good standing may not proceed with grant agreement signing.

The applicant must sign the HGA or appeal the award determination within **fifteen (15) days** of the award letter being sent or the case will be closed

C. Mitigation Requirements

COFL must incorporate mitigation measures when carrying out activities to construct, reconstruct, or rehabilitate residential buildings with CDBG-DR funds as part of activities eligible under 42 U.S.C. 5305(a) (including activities authorized by waiver and alternative requirement). Mitigation activities increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to, and loss of property, and suffering of hardship, by lessening the impact of future disasters. When determining which mitigation measures to incorporate, the City



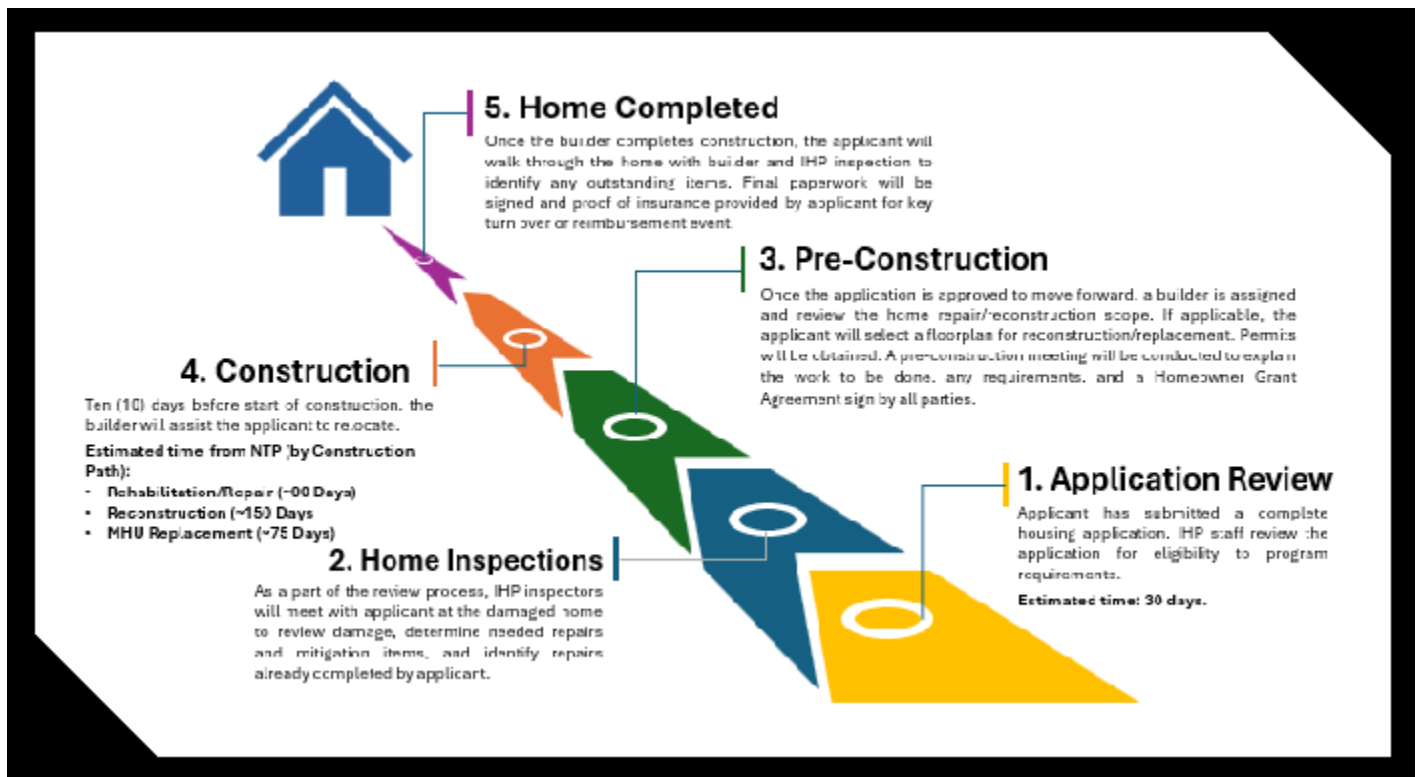
will design and construct structures to withstand existing and future natural hazards expected to occur over the life of the project.

The City will integrate mitigation activities into each Individual Housing Program projects, as applicable. As a part of the IHP, the program will follow the most recent Florida Building Code, which requires higher standards for roofing, windows, and doors to be resilient to future disasters. Examples of other mitigation activities may include but is not limited to elevation of habitable areas and the use of resilient building practices and materials to harden the home to future disasters.

D. Workflow for Individual Housing Program

To ensure timely expenditure of funds, the following standard workflow and benchmarks apply as shown in **Figure 1**. This is a general workflow; individual applicant cases may differ depending on their unique situation.

Figure 1 Workflow for Individual Housing Program



The City will track program progress in DRGR and report as required to HUD and the public.



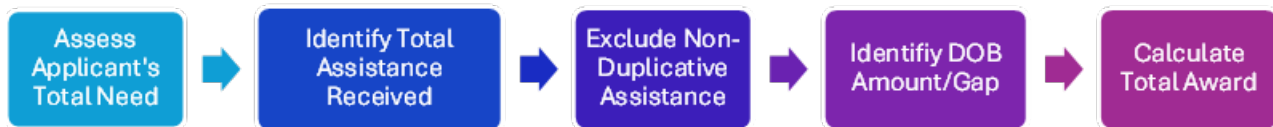
VIII. Duplication of Benefits

Eligible applicants may have previously received assistance from other sources for the repair, replacement, or reconstruction of their storm-impacted 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 they have received financial assistance under any other program, from FEMA, SBA, private insurance, charitable assistance, or any other source.

IHP will follow the guidance noted here and Appendix C in the Universal Notice.

A household's Duplication of Benefits (DOB) amount is calculated by subtracting the total spent on home repairs, replacement, or reconstruction from the disaster assistance the household has already received for those purposes. A DOB will occur if the COFL Individual Housing Program provides CDBG-DR assistance to a homeowner for the same purpose (repair, replacement, or reconstruction) that is in excess to any previous financial or in-kind assistance provided to a property owner for the repair, replacement, or reconstruction of their home. The total assistance received for that same purpose is more than the total remaining need.

Figure 2 Duplication of Benefits Evaluation Process



The Program will reassess an applicant's Unmet Need and Duplication of Benefit at application intake, award, and closeout phases.

During the application process, the applicant must report all assistance received for the repair, replacement, or reconstruction of their storm-impacted property. Previous funds received and reported by the applicant are verified by IHP during the duplication of benefits (DOB) review process (**Figure 2**). Not all previous assistance received constitutes a duplication of benefits. IHP will not include awards designated for a different use (e.g., temporary housing, home contents, repair of ineligible features). Applicants will be asked to list these awards on their application and must submit a signed insurance declaration that states they reported all insurance claims to IHP. Applicants will be responsible for submitting an award letter and scope of loss for each insurance, non-profit, and/or charity award the applicant received.



Awards that are applied to a Forced Mortgage payoff will not be added to the household's DOB amount.

In determining DOB, IHP will use applicant provided information and documents as well as Federal datasets (such as FEMA, SBA, and NFIP) to verify DOB. IHP will use the statement or description of repairs and corresponding receipts, the Damage Repair Valuation (DVR), and/or the damage assessment to list all eligible verifiable repairs made to the home. IHP will credit the household using standard pricing unless the household provides a receipt. When a receipt is present, IHP will use the receipted price if it is cost reasonable. However, IHP will revert to the standard grade price if the receipted price is not cost reasonable (e.g., high grade/luxury materials such as marble or granite). IHP will also credit receipted repairs that were re-damaged because the original repairs were temporary in nature or because contractor fraud, vandalism, theft, or a subsequent disaster took place.

IHP will utilize, when available, information on other disaster assistance and verify use of those funds for the purpose it was given. If a household declined or cancelled an award that is listed in the applicant's DOB disclosure, then the household must provide formal documentation from the awarding agency that confirms the award was declined or cancelled and the applicant(s) must sign a declaration of award cancellation that confirms they will not reinstate the award.

A. Duplication of Benefits Gap

A duplication of benefits (DOB) in the context of CDBG-DR occurs when a person, household, business, or entity receives disaster assistance from multiple sources for the same recovery purpose, and the total assistance received for that purpose exceeds the total need (**Figure 2**). A DOB Gap is the total amount of all benefits received minus the dollar amount of excluded benefits (non-duplicative 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:

- The Applicant may provide funds to COFL IHP 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 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 HRRRA, as described in the sections below. Applicants who qualify for a Repair award may elect a scope reduction on a case-by-case basis approved by the City but must be able to pass Housing Quality Inspection.

Applicants will be notified in writing if a DOB Gap is discovered. Applicants will have **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 30 day timeframe allotted, the applicant's case will be closed.

Homeowner-provided funds that are deposited into the DOB Gap Funding Account will **not** count toward the HRRRA award cap. All DOB Gap Funding will be drawn down first, prior to the use of CDBG-DR program funds.

B. Scope Reduction for DOB Gap under HRRRA

If the applicant qualifies for a HRRRA award, and the DOB Gap is discovered, the applicant must resolve the gap before IHP will award or program-fund construction activities. If the applicant is unable to provide the gap funds in all or part, the applicant may elect to reduce the scope of work to be performed on their home. As the program will only bring the home back to current health and safety code and program standards, the scope reduction option to cover DOB gaps may be limited, especially for repair awards. Case managers and construction management will work closely with repair project applicants to identify eligible items.

For those applicants under a replacement or reconstruction award, where a 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 award and commencement of program-sponsored construction and/or (2) opt for a scope reduction to select a lower-priced home than what the homeowner qualifies to receive from the program. The cost differential between the home for which an applicant qualifies and the lower priced home they select will be used to offset any DOB Gap. IHP staff will assist the applicant with choosing a less expensive house plan. No scope reduction that causes an overcrowding issue will be authorized. Applicants who would experience overcrowding if a bedroom were removed via scope reduction are prohibited from electing a scope reduction which would create overcrowding.

C. Award Reduction for DOB Gap Under the HRA

If the applicant qualifies for a HRA award, and the DOB Gap is discovered, the applicant's award will be reduced by that DOB Gap. Some expenses that are ineligible for reimbursement can be used to reduce the amount of an applicant's DOB. These are called allowable expenses. Allowable expenses that exceed the amount of previous federal assistance cannot be applied to the reimbursement award. **Repayment of SBA loan debt is not considered an allowable expense.**

The following are all allowable expenses:

- Repairs outside of the damaged home's footprint (e.g., repairs made to sidewalks, driveways, fences, sheds, or any other developed areas around the damaged home)
- Repairs to bulkheads and seawalls
- Repairs for complete demolition of the home (including debris removal from demolition)
- Design, permit, and inspection fees
- Land surveys, soil tests, and borings



- Tree removal
- Construction equipment rental or purchase
- Damage assessment fees
- Forced mortgage payoff.¹⁵
- Attorney's fees to collect insurance

Applicant awards will be determined based on DOB and must meet IHP assistance cap requirements per Section III.B.

D. Subrogation Requirements

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. Applicant awardees will be required to sign a Subrogation Agreement as part of their grant agreement with the Program stating they understand this requirement and will comply. Applicants must report to IHP any additional funds received for the purpose of home repair, reconstruction, replacement, or elevation.

The Program will perform a Duplication of Benefits analysis and inform the applicant if any funds must be sent to the program repaying the duplicative funding. CDBG-DR funding must be funding of last resort. If additional other funds are paid to applicant awardees for repair, reconstruction, and/or elevation of the damaged structure after HRRRA has provided completed repair, reconstruction, or replacement of the damaged structure, those funds constitute a duplication of benefit and therefore must be returned to City of Fort Lauderdale.

E. DOB Exemption for LMI Households

HUD has provided, under its DOB cancellation policy, an LMI exemption for duplicative Federal assistance received after CDBG-DR assistance by an LMI beneficiary.¹⁶ An LMI beneficiary is exempt when it duplicates another subsequent Federal award for the same purpose, which, if received before the CDBG-DR assistance, would have reduced the amount of the beneficiary's CDBG-DR award. Under this policy, it is not in the best interest of HUD to seek repayment of these funds. HUD's policy caps this exemption at \$27,000.¹⁷

HUD has also, under its DOB cancellation policy, expanded its policy on Death, Foreclosure, or Bankruptcy to include all CDBG-DR applicants (LMI and non-LMI) where a subsequent change in a beneficiary's circumstances can affect that beneficiary's remaining unmet need for assistance. Remaining unmet need means that the need was not met by CDBG-DR, CDBG-MIT, and other sources of assistance. Oftentimes, unmet need does not become apparent until after CDBG-DR assistance has been provided. Duplicative assistance received by beneficiaries falls under this exemption when, after receiving CDBG-DR assistance, they are subsequently

¹⁵ Universal Notice section III.E.2.

¹⁶ CDBG-DR Policy Bulletin 2025-01: HUD's Duplication of Benefits Collection Policy [CDBG-DR-Policy-Bulletin-2025-01-HUD-DOB-Collection-Policy-English-PDF](#)

¹⁷ This cap is set in the CDBG-DR Policy Bulletin 2025-01 (HUDs DOB Collection Policy, page 4).



determined to be:

- A. Deceased;
- B. Subject to a foreclosure action on a residential or non-residential property, including commercial properties rehabilitated, constructed, or reconstructed with CDBG-DR or CDBG-MIT funds; or
- C. A debtor in a bankruptcy proceeding or who exited bankruptcy proceeding after the DOB was provided (or similar proceeding for insolvent debtors under state law, such as an assignment for the benefit of creditors). To qualify for this exemption, the beneficiary must successfully have their debts discharged.

When a beneficiary has died, a home has been foreclosed upon, or a beneficiary is in bankruptcy, the original disaster recovery need may not have been fully met or was exacerbated by factors beyond the control of the beneficiary or the beneficiary's heirs. Therefore, in these specific circumstances, it is not in the best interest of the Federal government to collect a duplication of benefits.

IX. Homeowner Rehabilitation, Reconstruction & Elevation

The HRRR repair, reconstruction and elevation for Owner-Occupied Housing Unit maximum award granted to repair a stick-built housing unit structure is \$200,000 or \$30,000 for MHUs per **Table 4** (Section III.B.). The maximum award granted to reconstruct a stick-built unit structure is \$450,000. Elevation costs are capped at \$100,000. 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.

At application, the HRRR applicant must complete a statement or description of repairs and list all repairs and costs made to the home incurred by the applicant. Applicants seeking rehabilitation, elevation, and/or reconstruction who have less than \$3,000 in damage remaining to their home (unmet need) will not be eligible for assistance. Applicants seeking rehabilitation, elevation, and/or reconstruction with a positive DOB gap amount (as described in Section VIII.) who choose not to take a reduction in their approved Scope of Work (e.g., reduction in number of bedrooms, square footage, replacement of nonessential components like tile floors for laminate floors, etc.) and cannot provide proof of funds to cover the cost of that DOB will not be eligible for assistance.

All reconstruction, elevation, and rehabilitation activities will incorporate mitigation and resilient-design measures to reduce future disaster risk. Projects shall comply with:

- Florida Building Code (latest edition);
- ENERGY STAR (Certified Homes or Multifamily High-Rise)



- ASHRAE 90.1 (2019) and 2021 IECC energy standards; and
- City Elevation standards (minimum BFE + 2 ft for properties in special flood hazard area).

A. HRRRA Process

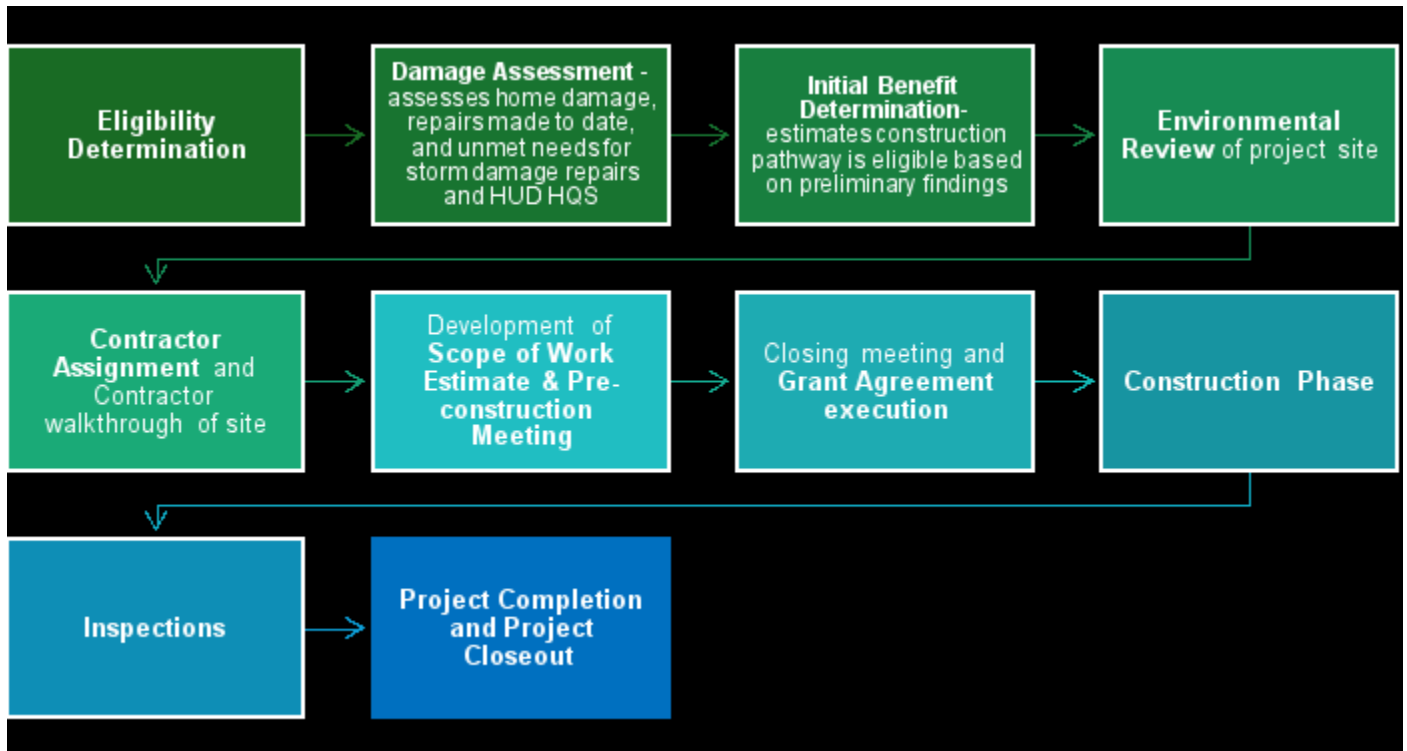
The HRRRA process includes the following:

1. Eligibility Determination,
2. Damage Assessment to assess damage to home, repairs made to date of inspection, and unmet needs for storm damage repairs and HUD Housing Quality Standards (HQS.¹⁸),
3. Initial Benefit Determination includes estimated construction pathway the home is eligible based on preliminary findings,
4. Environmental Review of project site,
5. Assignment of Contractor and Contractor walkthrough of site,
6. Development of Scope of Work Estimate,
7. Closing meeting and Grant Agreement execution
8. Construction Phase
9. Inspections
10. Project Completion and Project Closeout

Figure 3 HRRRA Process

¹⁸ HUD Housing Quality Standards are outlined in 24 CFR 982.401.





Each HRRA project will be given notice to proceed to begin construction activities by the program. Per Florida Statute, the builder contractor must provide proof of filing a Notice of Commencement¹⁹ from the County/City Clerk for notice to proceed to be issued. A mitigation verification will be completed for each project and filed in the program record.

B. Damage Assessment

CDBG-DR funds are intended to address unmet housing needs resulting from the April 12, 2023 flood event. Non-storm damage may only be addressed on structures that also have storm-related damage. Structures built before 1978 must be inspected for lead-based paint (LBP).²⁰ 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 not eligible.

¹⁹ Per Florida Statute, Chapter 713

²⁰ Per 24 CFR 35 subparts B-R, as applicable.



- **Award type:** The Estimated Cost of Repair (ECR) is compared against the pre-storm appraised value of the structure to determine the award type. The Estimated Cost of Repair (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 Damage Repair Valuation (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.
- **Scope of Work Estimate (SWE):** The damage assessment is also a key in the development of a SWE by the assigned general contractor.

Program staff will conduct site visits to observe and record the presence of unrepaired storm damage resulting from The April 12, 2023 flood event, determine the extent of the damage, and determine the estimated cost of repair (ECR). The homeowner or the homeowner's designee should be present for these site visits. The inspector will inspect the interior and exterior of the home to observe and record damage. The inspector at the time of the damage assessment will note any environmental concerns on the site or nearby that could affect the evaluation.

1. Estimated Cost of Repairs

The damage assessor will prepare an Estimated Cost of Repair, which provides a documented line-item by line-item estimate of the needed repairs observed during an onsite visit to repair the home to program standards. The noted repairs must include unrepaired storm damage but also include items that do not satisfy current health and safety code, Housing Quality Standards (HQS), and poor workmanship. The ECR quantifies the materials and labor necessary to repair observed damage and assigns a dollar value for each line item. Dollar values assigned to items quantified during the damage assessment will be based on Xactimate values for standard grade items and associated labor.

The ECR does not provide an evaluation that considers 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 costs developed by the construction industry for those items, at standard builders' grade prices. The methodology used to prepare the ECR is to account for those scope items that can be counted, measured, or observed. Often, damage assessments are conducted while a household is living in the home. Damage assessors will not move or remove a household's personal effects to observe, measure, or quantify damages.

IT IS INCUMBENT ON THE HOMEOWNER TO ENSURE THE HOME - PARTICULARLY AREAS WHERE DAMAGE ARE PRESENT - ARE FREE AND CLEAR OF ANY OBSTRUCTION SO DAMAGE ASSESSORS CAN ACCURATELY ASSESS POTENTIALLY REIMBURSABLE SCOPE AND FUTURE REPAIRS NECESSARY.

No destructive testing is performed during the estimation process. 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.



Essential appliances damaged by the April 12, 2023 flood event, as defined in the Definitions (Appendix A) are eligible to be replaced under HRRRA and will be considered during damage assessment. Appliances and housing components that are not integral to the structure of the home and are not essential to basic health and safety, such as microwaves, stand-alone freezers, and detached garages and carports are not eligible to be repaired or replaced under the HRRRA and will not be considered during damage assessment. Luxury items and items with a quality grade above basic standards, such as granite countertops, are not eligible to be replaced in a like-for-like manner by the program and will not be valued as such. Standard builders grade pricing will be applied to such items.

2. Valuation of Storm Damage Repaired prior to Application

During the damage assessment, the assessor will also review any repairs made by the applicant, prior to applying to the program. The value assigned to repairs completed uses standard builders' grade materials and construction industry standard pricing for those items. Luxury items and items repaired with a quality grade above program standards, such as granite countertops, are not eligible to be replaced in a like-for-like manner and will not be valued as such. Standard builders grade pricing will be applied to such items.

The damage assessor will prepare a Damage Repair Valuation (DRV) to outline the value assigned to repairs completed by the applicant prior to program application. Only completed repairs will be considered. Repairs completed by contractors will be valued including contractor labor and overhead/profit in addition to materials if applicant provided contractor invoice and proof of payment. Homeowners will not be credited for "sweat equity" associated with self-completed repairs. Repairs completed by volunteers or charitable organizations will not be credited. The DRV may be considered during duplication of benefits review to offset DOB if appropriate.

3. Lead-Based Paint and Asbestos Risk Assessment

All properties with an initial award type determination of repair that were built prior to 1978 will be subject to a lead-based paint risk assessment²¹. Lead hazard assessments are on-site investigations to determine the existence, nature, severity, and location of lead-based paint hazards accompanied by a report explaining the results and options for reducing lead-based paint hazards, see 40 C.F.R. § 745.227(d)(11) for report guidelines. All lead hazard assessments for the Program will be performed by Risk Assessors or Lead-Based Paint Inspectors certified by the U.S. Environmental Protection Agency (EPA).

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 lead hazards. If present, the stabilization, encapsulation, or removal of lead-based paint will be considered in the cost of Repair. Projects that will be reconstructed or replaced 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 or MHU replacement projects determined to be such at the time of the initial site inspection.

²¹ As discussed in 24 CFR 35 subpart B-R, as applicable.



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. If the HRRRA inspector or construction contractor suspects asbestos containing materials in the home that will be disturbed by the HRRRA scope of work, the program will test for asbestos and, if positive, follow federal and state requirements for removal and disposal.

C. Repair Activities

Eligible applicants with stick-built/CMU block properties qualify for a Repair award type when the estimated cost to repair is greater than \$3,000 and less than \$200,000, whichever is lesser, and the property is not otherwise deemed “not suitable for Repair”. Eligible applicants with manufactured home properties qualify for a Repair award type when the estimated cost to repair is greater than \$3,000 and less than \$30,000, and the property is not otherwise deemed not suitable for Repair.

If the MHU owner desires, the MHU owner may relocate the existing MHU, that is eight (8) years old or less, to a different location with their own funding for the unit to be later rehabilitated by the program. The new location must be in the City, move-in ready with pad site developed and utilities present and ready for hook-up.

1. Repair Award Type

Program sponsored repairs are intended to repair remaining storm damage and to make the home decent, safe, and sanitary. HRRRA does not necessarily provide “like-for-like” repairs. HRRRA repairs will be completed using standard economy/builders’ grade materials, not with materials that were 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.

2. Not Suitable for Repair

HRRRA defines “not suitable for Repair” as:

- Structures condemned by the City of Fort Lauderdale. 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 HRRRA impossible or unsafe;
- Structures that have already been demolished;
- Structures with repetitive flood losses (verified via the NFIP Repetitive Loss Property list(s)) and subsequent damage due to the April 12, 2023 flood event.

Eligible applicants with homes deemed not suitable for Repair may be offered reconstruction assistance, if the applicant owns the land on which the structure sits, and reconstruction is feasible.



3. Repair Scopes of Work

For Repair award types, the program preliminary scope of work is Estimated Cost to Repair document, which relies on Xactimate pricing and is prepared during the damage assessment phase and will lead to the development of a Repair Scopes of Work Estimates (SWE). The SWE 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 outside the scope, upgrades to scope items, or modifications requested by the homeowner will not be considered for funding by CDBG-DR. For example, if some windows are in need of repair or replacement, the program would replace those windows in need of repair only; other operable windows would not be replaced or repaired. This may result in mismatch looking windows. Homeowners may work with the program to self-fund (non-CDBG-DR) upgrades to certain materials or appliances such as upgrades to counter-tops or floorings from the standard grade. The program will review the request for upgrades and determine if the request is reasonable. If approved, the homeowner will be required to bring all funding for the upgrades to the closing meeting and grant agreement execution where the funding will be placed in escrow/funding account in the homeowner's name and used for the purpose it was given. The program will not consider upgrades after execution of the grant agreement, unless it is in association with a reasonable accommodation/modification request.

Standard essential appliances that are not functioning or non-existent at the time of damage assessment will be replaced. Essential appliances are defined in Appendix A: Definitions and Acronyms. Dishwashers may be replaced, only if a dishwasher previously existed in the home. Repair awards will not receive dishwasher if a dishwasher was not present at time of damage assessment. Microwaves, stand-alone freezers, and other non-essential appliances are not eligible for replacement. Any products replaced as part of the repairs must be replaced with ENERGY STAR® products or appliances.

Luxury items, including but not limited to: security systems, swimming pools, spas, fireplaces, sheds, outbuildings, fences, and television satellite dishes are not eligible under RRE.

Because repair scopes of work only address items in need of repair for the home to be decent, safe, and sanitary, HRRRA 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. HRRRA will replace flooring by room, to the nearest cased opening.
- 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). HRRRA will paint whole interior rooms, to the door casing, or whole exterior sections to the next architectural break. Additional rooms or elevations will not be included for aesthetic reasons alone.



D. Reconstruction Activities

Eligible applicants with stick-built/CMU block/modular designed homes qualify for a reconstruction award type when the estimated cost to repair is greater than or equal to \$200,000. Eligible applicants with properties otherwise deemed not suitable for Repair may also qualify for a reconstruction award if the applicant owns the land and it is feasible to reconstruct the structure on the property. All elevated reconstruction projects will receive a stick-built home or may request a modular constructed home. For reconstruction projects, the program will establish a base cost per square foot to be used by the general contractors in preparing the Scope of Work Estimate (SWE base cost per square foot amounts will be reviewed at least annually and stated in the IHP Construction SOP.

Which unit configuration an applicant receives is based on the number of bedrooms present in the storm-impacted property. HRRRA will require no more than two persons per bedroom, where reasonable, and may increase the configuration of bedrooms and bathrooms to accommodate. IHP will also ensure that there are an adequate number of bedrooms for the household size in accordance with HUD's Housing Quality Standards (HQS) standards. Bedroom occupancy will follow the following:

- Persons of different generations (i.e., grandparents, parents, children), persons over 4 years of age and of the opposite sex (other than spouses/couples), and unrelated adults are not required to share a bedroom. Note: All persons over the age of 18 are considered adults.
- Couples living as spouses (whether or not legally married) must share the same bedroom for issuance size purposes.
- A live-in aide who is not a member of the family is not required to share a bedroom with another member of the household. Note: The need for a full-time live-in aide must be documented.
- Individual medical problems (e.g., chronic illness) sometimes require separate bedrooms for household members who would otherwise be required to share a bedroom. Documentation supporting the larger-sized unit and related subsidy must be provided and verified as valid.
- In most instances, a bedroom is not provided for a family member who will be absent most of the time, such as a member who is away in the military. If individual circumstances warrant special consideration, a waiver request may be approved.

IHP HRRRA will use household occupancy at the time of application to determine unit size. The HRRRA will consider modifying unit size to reflect changes to household occupancy that occur after application on a case-by-case basis. However, changes to household occupancy made after the closing meeting (described in Section X.C.4.) between applicant and builder, will not be considered because it is not cost reasonable to change the plans to the home after the process to obtain a permit begins. The City may review and waive this prohibition on a case-by-case basis in cases of hardship or reasonable accommodation.



1. Size and New Unit Configuration

HRRA will provide applicants who qualify for reconstruction awards with standard program floorplan homes. HRRA 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-impacted property and verified via the damage assessment. Exceptions to reconstructed home bedroom/bathroom configuration will only be considered if overcrowding exists within the home or if an applicant elects to reduce the number of bedrooms and/or bathrooms to reduce a DOB gap.

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

To reduce the required time from award to completion as related to reconstruction, the Program will provide plans and specifications for “model homes” available to applicants. The Program has available two-, three-, and four-bedroom “model homes.” Standard floorplans are offered in the following square footage ranges only.

Table 9 Standard Bedroom Configuration to Square Footage

Bedroom/Bathroom Configuration	Square Footage
2 bedroom / 2 bathroom	1,000–1,200 SF
3 bedroom / 2 bathroom	1,200–1,500 SF
4 bedroom / 2 bathroom	1,500–1,800 SF

HRRA reconstructed homes do not include reconstruction of garages (attached or detached), sheds, pool houses, or other outbuildings. Such outbuildings may be demolished during reconstruction to allow enough space for the new home to be built or because such structures pose a health or safety issue.

The following is a non-exhaustive list of items that are not included or considered when determining the floorplan, bedroom/bathroom configuration, or size of the reconstructed home provided by HRRA. The program does not reconstruct like for like items such as:

- Interior or exterior finishes
- Square footage



- Number of bathrooms (if more than 2)
- Extra/Bonus rooms such as dens, playrooms, offices, studies, libraries, and others

E. Manufactured Housing Unit Replacement

Eligible applicants with manufactured housing unit (MHU) properties qualify for a replacement award type when the estimated cost to repair is greater than \$30,000, the unit is older than eight (8) years or must elevate over 12 inches. 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 (see MHU Relocation section below). 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.

Table 10 MHU Replacement Maximum Assistance

Manufactured Home Types	Replacement Maximum
Manufactured Homes (Single-wide)	\$145,000
Manufactured Homes (Double-wide)	\$225,000

The location must be move-in ready with pad site developed and utilities present and ready for hook-up. Moving costs for a new replacement MHU are eligible to be paid by the program and will only include the costs to move the unit from MHU commercial provider to the address within COFL, where the MHU will be installed plus the cost for hook-up and installation of the unit. On a case-by-case basis, additional costs may be allowed if the mobile home park, HOA or jurisdiction, where the MHU is installed, requires the activity or addition (e.g. requirement for an attached carport by a HOA).

At application, the applicant must complete a statement of repairs and list all repairs and costs made to the MHU home incurred by the applicant.

1. Size and New Unit Configuration

MHR will provide applicants who qualify for replacement awards with 2-, 3-, and 4-bedroom single-wide or double-wide MHUs; all bedroom configurations include 2 bathrooms. Which unit configuration an applicant receives is based on the number of bedrooms present in the storm-impacted property and the width (single or doublewide) of the storm damaged MHU, as verified by the damage assessment. After-market additions are not considered when determining the width or number of bedrooms in the storm damaged MHU (e.g., if a 3rd bedroom was added on to a singlewide 2-bedroom MHU, the home will be considered a 2-bedroom, single-wide MHU). Exceptions to replacement MHU bedroom configuration as funded with CDBG-DR funding, will only be



considered if overcrowding exists within the home or if the applicant elects to reduce the number of bedrooms via scope reduction to reduce or eliminate a DOB gap.

- If the storm-impacted property had two (2) bedrooms or fewer, the applicant will receive a two-bedroom, two-bathroom MHU.
- If the storm-impacted property had three (3) bedrooms, the applicant will receive a three- bedroom, two-bathroom MHU.
- If the storm-impacted property had four (4) bedrooms or more, the applicant will receive a four-bedroom, two-bathroom MHU.
- The storm-damaged MHU width configuration will also be based on the width of the storm- damaged MHU. MHR only provides singlewide and doublewide units. Triple-wide or larger units will be considered on a case-by-case basis.
- 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.

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. HRRRA does not offer standard floorplans for MHUs. MHR offers standard bedroom/bathroom configurations in singlewide or doublewide units in the following standard square footage ranges. Singlewide and doublewide MHUs are offered in 2, 3, and 4-bedroom configurations, all with 2 bathrooms. All MHUs sourced by the program must be HUD approved units²². The table below outlines square footage ranges for singlewide and doublewide units.

Table 11 MHU Replacement Configuration and Square Footage

Bedroom/Bathroom Configuration	Conditioned Square Footage
Singlewide 2 bedroom / 2 bathroom	750–900 SF
Singlewide 3 bedroom / 2 bathroom	1,000–1,200 SF
Singlewide 4 bedroom / 2 bathroom	1,100–1,400 SF
Doublewide 2 bedroom / 2 bathroom	1,000–1,250 SF
Doublewide 3 bedroom / 2 bathroom	1,250–1,500 SF

²² HUD-approved Manufactured Housing Units (MHUs) are manufactured homes that meet the federal construction and safety standards set by the U.S. Department of Housing and Urban Development (HUD).



Doublewide 4 bedroom / 2 bathroom	1,400–1,800 SF
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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 as the storm-damaged MHU. MHUs provided by HRRRA will be installed in accordance with local building and zoning regulations. All unit types will be equipped with smoke and carbon monoxide detectors, in accordance with local code requirements. Mitigation measures to make homes more resilient in the face of future disasters such as, but not limited to, roof strapping or impact resistant glass, may be included in program scopes of work. MHUs will be sourced and offered by the General Contractor, in accordance with HRRRA size and configuration guidance. Applicants will work with the contractor to select the MHU unit type that best meets the needs of the household and compliance with program requirements.

Applicants may self-fund larger sized units and unit amenity upgrades, but the applicant must make their request via the contractor to the City for approval. The program will review the request for larger units and/or upgrades and determine if the request is reasonable. If approved, the homeowner will be required to bring all funding for the larger unit and/or upgrades to the closing meeting and grant agreement execution where the funding will be placed in escrow/funding account in the homeowner's name and used for the purpose it was given. The program will not consider upgrades after execution of the grant agreement, unless it is in association with a reasonable accommodation or modification request.

MHR replacement MHUs do not include replacement or reconstruction of garages (attached or detached), sheds, pool houses, carports, or other outbuildings unless required by mobile home park, HOA or municipality. Such outbuildings may be demolished during construction to allow ample space for the new MHU to be delivered/installed or because such structures pose a health or safety issue.

The following is a non-exhaustive list of items that are not included or considered when determining the bedroom/bathroom configuration, or size of the replacement MHU provided by MHR. MHR does not reconstruct like for like:

- Interior or exterior finishes;
- Square footage;
- Manufacturer of the storm damaged unit;
- Number of bathrooms (if more than 2);
- Extra/Bonus rooms such as dens, playrooms, offices, etc.;
- After market additions such as additional rooms or covered porches.

The assigned General Contractor will ensure that the replacement MHU's registration sticker is transferred to new replacement MHU per the Florida Department of Highway Safety And Motor Vehicles requirements.²³

²³ Florida Department Of Highway Safety And Motor Vehicles provides more details on the MHU registration process at <https://www.flhsmv.gov/pdf/proc/rs/rs-10.pdf>.



2. MHU Relocation

HRRRA allows for replacement of a manufactured home in an alternate location only when replacing the MHU in the same location as the storm damaged MHU is prohibited or not feasible. Location must be in the City of Fort Lauderdale, unless applicant pays the difference in the moving cost for locations outside the City. MHU relocations may be considered for otherwise eligible applicants who do not own the land of which the storm-damaged MHU is situated, under the following circumstances:

- The landowner does not consent to a new unit being replaced on the land,
- If MHU must be elevated above 4-foot installation height,
- If zoning or municipal regulations prohibit installation of a mobile home on the property,
- Applicant can demonstrate financial hardship and inability to afford lot rent,
- If other engineering, environmental, or site constraints make installation of an MHU onsite infeasible.
- The current property is within a Floodway.

HRRRA 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 an MHU at the alternate location within **30 days** of receiving Notification of Relocation. Alternate locations must be within a previously developed lot, 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 manufactured 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.

24 CFR 58.22(a) states 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.

F. Pre-Construction Activities

After the initial benefits is determined for a repair, reconstruction, or replacement and determination letter is provide to applicant, 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:** HRRRA assigns a program-qualified General Contractor (GC) to complete the construction project;
- **Survey and Design:** The assigned General Contractor will arrange for a property survey and engineering design for the project, as applicable;
- **Cost Estimate:** The assigned General Contractor 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 General Contractor 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-impacted property for construction to take place. If applicable, homeowners must also arrange for utilities at the property to be disconnected.

1. Contractor Selection and Assignment

HRRRA relies on a pool of qualified general contractors (GC) to perform demolition, repair, reconstruction, and MHU replacement work, subcontracted via the COFL CDBG- DR General Contractor Request for Proposals. General contractors will be assigned to complete construction work for eligible and awarded applicants, according to the IHP General Contractor Assignment SOP. General contractors will be assigned by HRRRA to each project after the Homeowner Grant Agreement has been executed. Applicants are not permitted to select or manage their own general contractor.

HRRRA will assign projects to general contractors based on the general contractor's performance history on HRRRA construction projects and the general contractor'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, customer service, and GC capacity for additional work. 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.

2. Survey and Design

Assigned general contractors are responsible for completing property boundary surveys and engineering design, as applicable. Most reconstruction project types will require property boundary surveys to determine placement of the new home on the property within municipal set back boundaries. Repair and replacement projects are not likely to require boundary surveys or engineering work, however, each will be evaluated on a case-by-case basis.



3. Scope of Work Estimate (SWE)

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

- For manufactured home replacements, the preliminary program of work includes the number of bedrooms and bathrooms which must be included in the replacement MHU, any handicap 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 the number of bedrooms and bathrooms which must be included in the replacement home, and any handicap accessibility modifications to be included.

General contractors will visit each subject property to evaluate site-specific conditions that must be factored into the HRRRA cost estimate and to finalize the SWE. The applicant or their designee is required to attend the site visit conducted by the General Contractor. Upon completion of the site visit and incorporation of any site-specific line items to the scope of work, the General Contractor must submit the scope of work to the program for review and approval. The program must approve each scope of work before the General Contractor may begin construction activities. For reconstruction project, the program will establish a base cost per square foot to be used by the general contractors in the SWE. For Repair projects, the program preliminary scope of work is Estimated Cost to Repair document, which relies on Xactimate pricing and results in a final Repair Scopes of Work Estimates (SWE). Once approved, the HRRRA SWE may only be modified via a duly authorized change order.

4. Pre-Construction Meeting

After the initial scope of work has been provided by the Program and General Contractor has performed a walk-through of the site, the General Contractor 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 next steps, provide the homeowner with the floorplan or scope of work that will be performed 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 Moveout and Utility Disconnection:** The General Contractor and Homeowner will agree upon a date by which the homeowner must vacate the storm- impacted 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 they must take to ready the site for construction. **If the site includes excessive debris or personal property, the applicant must clear the site within 30 days of the closing meeting and no later than 10 days after the notice to relocate.** 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 **30 days** of the closing conference. **Outbuildings, landscaping, and structures other than the storm damaged home which remain on the property 30 days after closing meeting and 10 days after the notice to relocate may be demolished and HRRRA will not replace them.**

- **Scope of Work:** The General Contractor will present the applicant with a copy of the program Scope of Work Estimate (SWE). 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 General Contractor will confirm any reasonable accommodations included in the approved scope of work with the applicant.

5. Permitting and Code Compliance

General contractors are required to complete all RRE-sponsored construction activities in accordance with local and state building codes. General contractors are responsible for determining which permits are required and for acquiring all permits required to complete the RRE-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 but not limited to:

- Demolition
- Septic
- MHU Installation
- Mechanical, electrical, or plumbing
- Building
- Roofing
- Lead Based Paint Abatement or Asbestos containing material removal, if applicable

Applicants may be required to sign documents which authorize the General Contractor 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 **15 days** of being presented with such documents.

General Contractors 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.



G. Construction

1. Stop Work Order

Federal rules require applicants who are seeking COFL Individual Housing Program (IHP) assistance to stop rehabilitation or construction work on their property once an application has been submitted and until the federally required environmental review is complete per 24 CFR 58.22. Applicants must not perform any demolition, repair, or reconstruction activities after they apply to the program unless the work is temporary and is required to prevent additional damage to the home. Applicants should report these temporary repairs immediately to case manager assigned to the case. At the time of application, the applicant must stop all construction and sign an acknowledgement that they have received the Stop Work Construction Notice and will comply.

2. Construction Standards

a. Repair

Home repairs may meet these standards on a selective basis. When applying these standards to single family repairs for housing where funding may be limited, not all standards are expected to be met; however, the items to be repaired shall be repaired to the applicable standard for such item. For example, if the roof is to be repaired, it shall be repaired according to the minimum standard found in this document and/or the local building code, the most stringent of the requirements will apply. To the maximum extent economically feasible, all housing addressed under the repair program shall first make repairs in the following order of greatest need:

- Repairs to protect the occupant and his/her family to a decent safe and sanitary condition
- Repairs to preserve or restore the structural integrity of the building to assure its continued fitness for use as a single-family dwelling
- Repairs to improve the energy efficiency of the dwelling in a cost-effective manner
- Repairs to address other work deemed necessary to accomplish work items identified above.

General Contractors follow the City's construction standards/codes and Florida Building Code governing the quality of new construction of housing. Standards and codes are set for the contractor for all of the following: features, property & site, ventilation, insulation, and attic access, pest control, electrical service and lightning, heating and cooling systems, interiors of structures, exterior of structures, plumbing systems, and garages.

b. Reconstruction

General Contractors follow City building standards/codes and the Florida Building Code, 8th Edition. Standards and codes are set for the contractor for all of the following divisions: concrete, wood and plastic components, thermal and moisture protection, openings, finishes, specialties, equipment, plumbing, heating ventilating and air conditioning, electrical, earthwork, and exterior improvements. All work shall comply with current federal, state,



local building codes/ordinances, and COFL HRRRA program requirements.

CONTRACTOR SHALL NOTE THE PURPOSE OF THESE CONSTRUCTION SPECIFICATIONS IS TO PROVIDE A CONSISTENT PRODUCT BETWEEN ALL BUILDERS REGARDLESS OF THE DESIGNER.

3. Resilient Building Standards

Resilient building and energy efficiency standards improve the lives of residents, support community revitalization, and protect the environment. There are significant social, environmental, financial and health benefits to incorporating a set of resiliency building and energy conservation standards. At minimum, MHR will follow Florida Building Code, 8th Edition.

At minimum, HRRRA will follow:

- Florida Building Code, 8th Edition
- ENERGY STAR (Certified Homes or Multifamily High-Rise)

4. Elevation Standards

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% 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) (11) and 24 CFR 55.2(b) (5), will be elevated with the lowest floor, including the basement, at least two (2) feet above the Base Flood Elevation (BFE). The program will order elevation certificates for construction projects where necessary to comply with HUD's guidance. The program will not engage in elevation activities as a standalone measure that is not connected to repairing the damage caused by the April 12, 2023 flood event.

5. Eligible Construction Activities

General Contractors are only authorized to perform construction activities that are duly authorized by an approved HRRRA scope of work or via an approved change order. Homeowner requests for upgrades, modifications, and/or additional work shall not be considered with CDBG-DR funding. Homeowners may work with the program to self-fund upgrades to certain materials or appliances such as upgrades to counter-tops or floorings from the standard grade, additions, and/or modifications to floorplans. The program will review the request for upgrades and determine if the request is reasonable. If approved, the homeowner will be required to bring all funding for the upgrades to the closing meeting and grant agreement execution where the funding will be placed in escrow/funding account in the homeowner's name and used for the purpose it was given. The program will not consider upgrades after execution of the grant agreement, unless it is in association with a reasonable accommodation/modification request.

Program scopes of work, including all items outlined in the bulleted list below, are subject to HRRRA 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 home. Repair work is intended to repair storm damage and bring the items repaired into compliance with local building codes. Repair of substantially damaged or substantially improved structures will include scope associated with the local building and energy efficiency standards.
- **Reconstruction:** Reconstruction consists of the demolition, removal, and disposal of the storm damaged structure, followed by construction of a new home in substantially the same footprint as the storm-damaged home. Reconstruction work will be conducted in accordance with local building codes, and HUD housing standards. Reconstructed homes are only offered in standard HRRR floorplans. No custom designed homes are authorized.
- **Manufactured Home Unit (MHU) Replacement:** MHU Replacement is discussed in Section X.D.
- **Site work:** Site work includes site-specific construction activities necessary to complete the projects 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 HRRR or the General Contractor that must be addressed in order to deliver a decent, safe, and sanitary home. Environmental abatement activities may include items such as, but not limited to, lead based paint removal or mitigation per 24 CFR 35 subparts B-R, as applicable, or asbestos containing materials (ACM) removal when the scope of work will disturb the ACM. 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 authorities 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.
- **Reasonable Accommodations:** Scopes of work for applicants with duly approved reasonable accommodation requests will include items associated with the approved reasonable accommodation(s). Reasonable accommodation may include items such as: widened doorways, ramps, grab bars, etc. To be included in a program scope of work, the applicant must have presented adequate documentation of a disability for the applicant 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, washer, dryer, water heater, dishwasher, 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. 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. Appliances provided will be of standard, economy grade and energy efficient. Luxury appliances will not be provided.

- **Smoke and Carbon Monoxide Detectors:** All project types will be equipped with smoke and 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, 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 General Contractors must be approved via an approved cost estimate or duly authorized change order. Any work completed by general contractors prior to authorization by HRRRA is completed at the general contractor's own risk.

HRRRA does not offer like-for-like replacement of anything. All construction work completed by the program will be completed using standard builders' grade materials, regardless of what was at the home before. Applicant-requested upgrades, additions, or modifications to construction scopes of work will not be considered with CDBG-DR. Applicants may not pay out of pocket directly to the contractor for upgrades, additions, or modifications concurrent with program sponsored construction.

Homeowners may work with the program to self-fund upgrades to certain materials or appliances such as upgrades to counter-tops or floorings from the standard grade. The program will review the request for upgrades and determine if the request is reasonable. If approved, the homeowner will be required to bring all funding for the upgrades to the closing meeting and grant agreement execution where the funding will be placed in escrow/funding account in the homeowner's name and used for the purpose it was given. The program will not consider upgrades after execution of the grant agreement, unless it is in association with a reasonable accommodation/modification request.

a. Exacerbated Damages

To the extent that damages resulting from the April 12, 2023 flood event are exacerbated by circumstances beyond the applicant's control before the repair or reconstruction of the storm-damaged structure is completed, HRRRA may fund the repair, reconstruction, or replacement of the damaged home.

As recovery from disasters is a long-term process and applicant damages are calculated at a point in time, a subsequent change in an applicant's circumstances can affect the value 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 the April 12, 2023 flood event and a subsequent flood or other unforeseen event exacerbates the original the April 12, 2023 flood event damage before repairs to damages caused by the storm could be completed, HRRRA may complete the Repair, replacement, or reconstruction and address the unmet repair need as it currently exists.



However, HRRRA cannot provide assistance for activities that: (1) address a need arising solely from an event other than the April 12, 2023 flood event; or (2) address a need that has been met in full. For example, if a home did not suffer damages from the April 12, 2023 flood event, but later suffers damages from a subsequent event, HRRRA cannot provide assistance to rehabilitate, replace, or reconstruct the home.

As stated in HRRRA eligibility criteria, all applicants must have sustained damage from the April 12, 2023 flood event to receive assistance. If exacerbated damages make it impossible to determine damages from the April 12, 2023 flood event through a damage inspection, the Program may use third-party documentation or datasets, such as a FEMA award letter, to document storm damages.

6. Construction Warranty

All construction work completed by the program will be accompanied by a one (1) year general warranty and applicable Florida home warranty for new construction. Applicants are provided with a copy of the warranty package upon release of keys to the program-assisted property. Warranties for replacement and reconstruction projects cover the entirety of the program-assisted unit. Warranties for repair projects cover all program-repaired scope items. For example, if a repair project did not include scope of work related to structural repairs, mechanical, electrical, or plumbing, those warranties may not apply.

The General Contractor is responsible for providing the warranty and addressing any valid warranty issues which arise during the one (1) year coverage period. If an applicant chooses to make modifications, additions, or to otherwise affect or alter any program-assisted item during the one (1) year warranty period, the warranty will be void and the General Contractor will not be responsible for any repairs. Per the Universal Notice, the City will notify the applicant 30 days prior to warranty expiration date of the warranty ending.

7. Change Orders

From time to time, it may be discovered that the construction scope of work originally approved by HRRRA must be altered to deliver a decent, safe, and sanitary home within acceptable timeframes. HRRRA allows for the use of change orders to modify the program-approved scope of work. Change orders must be initiated by the General Contractor and agreed upon by the homeowner. General Contractors must substantiate the need for the change order, obtain applicant acknowledgement, and demonstrate that costs associated with the change order are reasonable. Change orders initiated by the homeowner to the general contractor will not be allowed. Homeowners should contact the program to discuss any changes or modifications of scope.

With exception of items which pose an immediate health or safety risk, General Contractors must seek change order approval prior to commencing work not included in the RRE-approved scope of work. General Contractor requests for change order after the project passes a program final inspection will not be considered.

8. Reasonable Accommodation/Modification Requests

Physically disabled Owner-Applicants or Owner-Applicants with a disabled household member 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. This is an open-ended process until projects are closed out. Awards may include expenses for additional costs related to accessibility modifications for the disabled.

To be considered for reasonable accommodation, applicants with a disability (or a household with a person with disabilities permanently residing in the household) should submit a Verification of Disability Form or the case manager should note in the case file that an obvious disability was observed. The 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.

There is no HUD or otherwise federally enforced accessibility standard for privately owned, single-family, construction projects. The program endeavors to provide reasonable accommodations which would allow each applicant and their household to enjoy use of the program-assisted home. To this end, the program has provided levels of accessibility, but the program will engage in dialog with applicants to find reasonable accommodations outside of any pre-approved accessibility design packages, if needed.

Reasonable accommodations are available for repair, reconstruction, and MHU replacement projects for Owner-Applicants. Standard accessibility modifications in the bathroom for each repair or reconstruction award types are offered in three 'tiers' to allow each applicant to select the level of modification most appropriate for their household. Additional information is provided in **Appendix D**. 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 kitchen and/or bathroom modifications vary slightly by award type. Award-type specific options for reasonable accommodations are outlined in each award type below.



H. Inspection Requirements

All HRRRA construction projects must pass a 50% inspection and a final construction inspection. The goal of program inspections is to confirm that construction work is being completed in accordance with the RRE-approved scope of work and that work is of sufficient quality. Program inspectors are not municipal code inspectors and program inspections do not supersede required municipal code inspections. General contractors are responsible for coordinating municipal code inspections, as required by the authority having jurisdiction to close permits and/or obtain a certificate of occupancy or certificate(s) of completion (or equivalent).

General Contractors must pass a 50% inspection before requesting a final inspection. The General Contractor or General Contractor's representative must be present at each inspection. Failed 50% or failed final construction inspections are considered when determining a General Contractor's score for purposes of General Contractor assignments.

Items required to pass a 50% inspection and final inspection vary by award type and are outlined below. Inspections may fail because required work is not complete, because a general contractor or general contractor's representative failed to attend, or because work complete is not of acceptable quality.

1. Repair Award Type Inspections

For a repair project to pass a 50% construction inspection, items totaling 50% or more of the dollar value of the scope of work must be completed. General Contractors may request a 50% inspection for a repair project when the General Contractor believes the 50% threshold has been met or exceeded. General Contractors are required to provide photo documentation of work completed and enclosed, when applicable, for the item to pass. Examples of work that may be completed and enclosed at the time of a 50% inspection include, but are not limited to:

- Use of green rock in wet areas that has been painted over,
- Installation of insulation in exterior walls that have sheet rock installed,
- Installation of new subfloor,
- Installation of new radiant barrier sheathing if conducting roof replacement,
- Completion of anti-microbial spray, or
- Installation of replaced plumbing supply/waste lines or valves located within walls.

To pass a final inspection, repair project types must be complete, with municipal approval achieved, as evidenced by Certificate(s) of Completion (or equivalent), and as applicable, issued by the authority having jurisdiction. To pass a final inspection, the following must be complete and onsite at the time of program inspection:



- Certificate(s) of Completion (or equivalent), issued by an authority having jurisdiction on site for all permits issued for the project;
- All site work complete;
- Photos of any work complete and enclosed at the time of final inspection. Work complete and enclosed at final inspection may include, but is not limited to:
 - Use of green rock in wet areas that has been painted over,
 - Installation of insulation in exterior walls that have sheet rock installed,
 - Installation of new subfloor,
 - Installation of new radiant barrier sheathing if conducting roof replacement,
 - Completion of anti-microbial spray, or
 - Installation of replaced plumbing supply/waste lines or valves located within walls.
- All construction work included in the RRE-approved cost estimate and any duly authorized change orders is complete and of sufficient quality;
- All utilities are reconnected and functional;
- All essential appliances are properly installed and functioning as intended;
- If the program-assisted structure is in the Special Flood Hazard Area (SFHA) according to the effective Flood Insurance Rate Map (FIRM), a final elevation certificate showing the lowest finished floor is 2 or more feet above the Base Flood Elevation (BFE);
- Warranty issued for one (1) year and warranty booklet present in the home; and
- If the home was built prior to 1978, a lead-based paint clearance report is present.

2. Reconstruction Award Type Inspections

For a reconstruction project to pass a 50% inspection, all of the following items must be complete and onsite at the time of inspection. Walls are not to be enclosed at the time of the 50% inspection. The inspector must be able to view and inspect the interior of all walls.

- Damaged home has been demolished and debris from the damaged home has been removed from the site and disposed of at an accredited facility to accept such waste;
- Foundation is complete;
- Framing is complete and evidence of a passing municipal framing inspection is on site;
- Roof complete;
- Exterior siding complete;
- Windows installed; and
- Mechanical, electrical, and plumbing rough-ins complete, with evidence of a passing municipal inspection on site.



To pass a final inspection, reconstruction project types must be complete, with municipal approval achieved, as evidenced by a Certificate of Occupancy (or equivalent) issued by the authority having jurisdiction. To pass a final inspection, the following must be complete and onsite at the time of program inspection:

- Certificate of Occupancy on site;
- Proof of the energy efficiency standard achieved and on site;
- All site work complete, including final grading, flatwork, and sod installation;
- All construction complete and of good quality in accordance with RRE-approved floorplan, scope of work, and any duly authorized change orders;
- Address numbers are installed on the front of the home;
- All utilities reconnected and functioning;
- All appliances properly installed and functioning as intended;
- If the program-assisted structure is in the 100-year or 500-year floodplain according to the effective Flood Insurance Rate Map (FIRM), a final elevation certificate showing the lowest finished floor is 2 or more feet above the Base Flood Elevation (BFE); and
- Warranty issued for one (1) year and warranty booklet present in the home.

3. MHU Replacement Inspections

For an MHU replacement project to pass a 50% inspection, all the following items must be complete and onsite at the time of inspection.

- Storm-damaged MHU has been demolished and removed from the property for disposal at an approved facility; and
- Replacement MHU has been delivered to the site.

To pass a final inspection, MHU replacement project types must be complete, with municipal approval achieved, as evidenced by a Certificate of Occupancy (or equivalent) issued by the authority having jurisdiction. To pass a final inspection, the following must be complete and onsite at the time of program inspection:

- Certificate of Occupancy on site;
- All site work complete, including final grading, flatwork, and sod installation;
- All construction is complete and of good quality in accordance with HRRR-approved floorplan, scope of work, and any duly authorized change orders;
- Address numbers are installed on the front of the home;
- All utilities reconnected and functioning;
- All essential appliances properly installed and function as intended;



- If the program-assisted structure is in the Special Flood Hazard Area (SFHA) according to the effective Flood Insurance Rate Map (FIRM), a final elevation certificate showing the lowest finished floor is 2 or more feet above the Base Flood Elevation (BFE);
- Warranty
- Title for the new MHU is issued in the applicant's name.

X. Homeowner Reimbursement Activity

Under the IHP Homeowner Reimbursement Activity (HRA), the City may reimburse eligible homeowners for eligible costs for the repair of their damaged home utilizing personal funding (e.g. saving and personal loans). Costs must have been incurred by an applicant on or after the disaster incident date until the applicant submits a complete housing assistance application²⁴ according to their eligible Award Priority Phase (per Table 6). Applicants must also have incurred the expense within one year after the date of the disaster. Applications are maintained on a waitlist until their determined phase is served and are not determined completed until IHP releases the application from the waitlist.

The maximum award grant for reimburse of one stick-built housing structure is \$75,000 and \$25,000 for MHUs. **The minimum reimbursement amount for both property types is \$1,500.** HRA will reimburse eligible applicants certain eligible repair expenses in which the applicant utilizes personal funding to complete. The following requirements must be met to be eligible for HRA assistance:

- Homeowners expended personal funds that do not meet the definition of Duplication of Benefits (as discussed in Section VIII.) for clean-up and repairs that are a result of the direct impact of the April 12, 2023 flood event.
- Repairs are verified by an inspector using Xactimate software.
- Cost of repairs exceeds all sources of assistance received (e.g., FEMA, SBA, Insurance, other).
- Unreimbursed award exceeds \$1,500.
- Costs were incurred as a result of an eligible disaster but prior to applying to IHP for housing assistance and release from the IHP application waitlist.
- A waiver may be considered for emergency repairs for health and safety issues.

At the time of application, the applicant is required to submit a statement detailing all repairs made to the home

²⁴ Per the HUD Universal Notice for CDBG-DR and CDBG-MIT Programs (FR-6489-N-01, Section III.B.14.)



along with their associated costs to inform the program (see Section X.10). The Program will not provide reimbursement for repairs that do not meet Program standards or for those that would result in a duplication of benefits (as described in Section XI) if reimbursed. The applicants may qualify for rehabilitation or construction assistance through the HRRRA program if there are outstanding repairs to ensure compliance with required property standards. The reimbursement portion of the award will be issued to applicants after the grant agreement is signed and all necessary repairs to adhere to HUD Housing Quality Standards (HQS), as defined in 24 CFR 982.401 and/or elevation standards have been addressed or under construction. City will determine if construction has progressed to release the award.

HUD regulations prohibit COFL from reimbursing funds used for the rehabilitation of a home when the Program's policies and procedures result in the replacement by IHP of the damaged housing unit with a new unit (manufactured or stick-built) as it creates a DOB. Applicants who have utilized FEMA, SBA, NFIP, or other disaster relief funds to rehabilitate or replace a manufactured home or reconstruct a stick-built home, and who did not use non-disaster relief funds or personal savings for any gap funding or for activities not covered by the disaster relief funds, are not eligible for reimbursement of those spent funds.

Applicants in this situation are encouraged to provide receipts to HRA for the repair work performed. All documentable repair dollars spent on eligible repair expenses will be subtracted from any duplication of benefit calculation to reduce or eliminate the duplication, increasing the applicant's potential award for replacement, up to the applicable Program cap. In the absence of receipts, Program estimation methodology for the valuation of completed repairs may be used as a method to document repair value for DOB reduction purposes.

An applicant will be required to deposit or cash their reimbursement check within **90 days** of receipt. If the applicant does not cash the check within **30 days**, then the Case Manager will issue a written notification via email and Certified Mail. If the applicant does not respond, then the Case Manager will attempt to contact the applicant at least 3 times via phone. If the applicant becomes unresponsive and does not cash the check by the 90th day, then IHP will cancel the reimbursement check, and the award will be forfeited by the applicant. The Case Manager will complete an Uncashed Check Notification form for each project with a delayed deposit date.

A. Priority by Income

HRA is dedicated to prioritizing LMI households. All applications will follow the priority schedules as set in the Section III.C. of this document.

B. Unsafe Dwellings

The damaged property must be safe to enter for inspection to be eligible for reimbursement assistance. Homes with unsafe structural integrity, infestation, and/or present any other safety or security risk to the inspector will be deemed ineligible under HRA until conditions are made safe.



C. Repair Completion Date

Repairs made before the disaster incident date or after the date the application is submitted to and released from the application waitlist by IHP are not eligible for reimbursement under HRA. Applicants must list all completed repairs on the statement of repairs in their application packet.

D. Repairs Outside of the Damaged Home's Footprint

Repairs made outside of the footprint of the damaged home will not be eligible for reimbursement. This includes repairs made to sidewalks, driveways, fences, sheds, or any other developed areas around the damaged home. The only exceptions to this are water well repair, septic system repair, utilities repair (e.g., plumbing, electrical, and gas systems), and removal of construction debris from the property following the disaster.

E. Repairs Not Substantiated with Inspection

Repairs that cannot be substantiated on the DRV are only eligible for reimbursement assistance if they can be substantiated with a receipt and proof of payment (e.g., credit card statement, bank statement). Repairs that are not on the Damage Repair Valuation (DRV) and were paid in cash are not eligible for reimbursement assistance.

F. Allowable Costs

HRA will reimburse allowable costs, which are listed in the HUD Universal Notice (Section III.B.14.b.). For the purposes of this program, all eligible costs associated with completed owner-occupied housing reconstruction, rehabilitation, and elevation must be adequately documented and have a verified tie-back to the April 12, 2023 flood event.

In general, eligible repair activities for reimbursement consist of the removal of deficiencies or health and safety hazards, improving energy efficiency, enhancing accessibility, remediating lead-based paint, and extending the useful life of the property. All improvements must be attached to the property and permanent. To be eligible for reimbursement, improvements must comply with HUD's guidance on lead-based paint mitigation.

HUD's Lead Safe Housing Rule (24 CFR part 35, subparts B-R) implementing the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.), applies to all pre-1978 housing units assisted with CDBG-DR funds, including single- and multifamily units, whether publicly- or privately-owned. To receive assistance under the Homeowner Reimbursement Program, homes must have a negative lead-based paint assessment or report by a lead-based paint certified inspector.

Additionally, accessibility costs for persons with disability occupying storm impacted housing may be reimbursed. Eligible accessibility improvements include but may not be limited to:

- Grab bars



- Transitional floor coverings
- Zero entry showers with seats
- Bathtubs with seats
- Replacement of doorknobs with lever action handles
- Plumbing alteration or modifications
- Ramps
- Sliding doors
- Kitchen cabinet modifications
- Widening doorways and hallways
- Electrical switches and convenience outlet relocation
- Toilet alteration or modification

Housing Units must meet the accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794).

G. Ineligible Costs

The following activities are ineligible for reimbursement:

- Temporary repairs;
- Expenditures for rehabilitation or repair of homes located in the floodway;
- Unnecessary physical improvements, repairs to sheds, and repairs to garages or any structure not attached to the living unit;
- Any repairs including luxury items such as marble and granite counters, custom cabinets, high-end appliances, etc.;
- Landscaping, except to protect the structural viability of the house, such as for drainage, or if required by local ordinance. Items done for beautification or energy efficiency must be in conjunction with a repair required for health or safety reason;
- Correction of Code Violations;
- Increasing the number of units on a property;
- Detached garages and other detached structures that do not pose a health and safety risk;
- Private road improvements; and
- Garage door openers.



1. Non-Essential Appliances

Non-essential appliances such as wine refrigerators, beverage coolers, mini-refrigerators, grills, pizza ovens, built in coffee makers, and countertop appliances are not eligible for reimbursement.

H. Labor Costs

Labor costs are only eligible for reimbursement assistance if they are accompanied by a dated receipt/invoice and proof of payment (e.g., credit card statement, bank statement, etc.). Labor costs that were paid in cash are not eligible for reimbursement assistance.

I. Documentation of Damage and Repairs

Applicants should provide statement or description of repairs and documentation on the damage repairs done to their residence by the April 12, 2023 flood event to inform the program inspectors. Xactimate will be used to determine the amount eligible for reimbursement along with support documentation as noted above. Inspectors will confirm that corresponding repairs were made. They will also confirm the repairs meet applicable HUD HQS²⁵ and City standards. Inspectors will then generate a damage repair valuation estimate that reflects both damages caused by the disaster and value of repairs made. The HRA can only reimburse applicants for confirmed repairs.

Once the gross reimbursable amount has been determined, the Program will deduct any duplication of benefits (as discussed in Section XI.) that may have occurred to arrive at a final award amount.

J. Determining Reimbursement Amount

During the damage assessment, the applicant must identify with the assessor what repair or replacement work was performed and who performed the work. The cost of repair valuation will classify each repair line item into one of the following three (3) categories:

- Completed by a construction contractor or other construction trade or professional;
- Completed by the homeowner themselves; or
- Completed by a philanthropic or charitable organization that was not paid by the applicant.

1. Completed Contractor Repairs

When assessing the appropriate amount for reimbursement of completed contractor repairs, HRA inspectors will use, as a standard, the equivalent of the Xactimate program's standard grade materials level.

Xactimate (or equivalent) base pricing includes only those material and subcontractor labor costs that would

²⁵ As defined by 24 CFR 982.401



normally be incurred by a construction contractor that was performing work on an applicant's home. The Xactimate (or equivalent) base costs do not include the contractor's supervision, insurance, overhead and profit, which are ordinarily included in the total cost of a project. These should be added by the inspector in the damage repair valuation. Overhead and profit are capped for cost-reasonableness and in alignment with the cost principles outlined in 2 CFR 200 Subpart E, as applicable. The inspection team may also use applicant provided itemized invoices and corresponding proof of payment in determining reimbursement amount above Xactimate (or equivalent) base costs for eligible reasonable costs and inclusion of labor cost.

2. Competed Self-Performed Repairs

If an applicant states that they completed their own repairs in their home, the damage assessment will value those repairs using the Xactimate (or equivalent) material cost only. The cost of repair estimate will not include costs for labor or any adjustment factors for a contractor's supervision, insurance, overhead and profit as these costs were not incurred by the homeowner. Accordingly, applicants will not be given credit for their own labor ("sweat equity") in their repair projects. The inspection team may also use applicant provided itemized receipts and corresponding proof of payment in determining reimbursement amount above Xactimate (or equivalent) base costs for eligible reasonable costs. Self-completed repairs will be valued in the same manner as contractor completed repairs when calculating substantial damage and improvement.

3. Completed Philanthropic/Charitable Repairs

Repairs completed by philanthropic or charitable organizations may have been temporary or permanent in nature. If such repairs remain in the home, the cost of those repairs will not be included in the applicant's cost of repair estimate that is used for reimbursement calculation purposes as these are duplication of benefits (see section XI.). Repairs completed by philanthropic or charitable organizations that remain in the home will be valued in the same manner as contractor completed repairs when calculating substantial damage and improvement, but only to the extent that materials or labor were unreimbursed.

4. Estimated Cost to Repair

The purpose of the Estimated Cost to Repair (ECR) is to estimate cost to repair all unrepaired storm damage that remains in the home. All homes under the HRA Activity must follow HUD HQS and elevate their homes if required by the Floodplain administrator, to be eligible for reimbursement and be closed out. These incomplete repairs will be estimated at the same cost as completed contractor repairs under the assumption that the applicant may hire a contractor to complete those repairs in the future or that those repairs will be complete by the City's Homeowner Repair, Reconstruction and Elevation Activity (HRRRA). Estimates will be made using the same pricing that is utilized by the HRRRA Program with the appropriate adjustments and constraints.

For project that do not require elevation, owners must perform the following repairs as noted on the HQS inspection for reimbursement funding to be released to applicant:

- Correct electrical hazards,



- Operable smoke detectors present near bedrooms,
- One bath is functional with hot and cold water and no sewer connection issues,
- Kitchen is functional with operating sink, refrigerator and cooking device,
- One window in each bedroom is functional for egress,
- Lead-based paint remediation if exceeds two square feet per room and/or is more than 10% of a component,
- No evidence of infestation
- No heavy accumulation of garbage or debris inside home,
- No safety or structural issues that impair the life and health of residents

Items to be corrected for reimbursement (non-reconstruction) must receive a passing inspection for funds to be released. If additional HQS items remain that were not originally required for release of funding, they must be completed for closeout of the file, and another inspection will be required to confirm all HQS items have been completed. The Program will limit the number of re-inspection for the same item to two (2) additional inspections.

For projects that do require reconstruction and/or elevation, owners must have completed at least the foundation phase of the construction. Proof of completion of at least the foundation phase may be in the form of a passing foundation inspection from the City building inspection agency or have a completed home with certificate of occupancy/completion. Once these are met, the reimbursement award closing may be conducted with the applicant and funding released. To close out this type of reimbursement files, a certificate of occupancy/completion from the City agency and, in the case of elevation required homes, certificate of elevation, showing home elevated to the required level of 2 feet above BFE, must be provided to IHP.

Once HQS and if applicable, certificate of occupancy/completion and/or elevation requirements are met, the project file may be moved to close out. Failure on behalf of the owner to complete required repairs/construction within one year of the distribution of CDBG-DR reimbursement funding may result in the recapture of some or all funding. Extension for this requirement may be granted by the program on a case-by-case basis. If the applicant sells the property before HQS is verified by the program as a pass, the funding will be recaptured in all or part depending on any hardship and special conditions as reviewed on a case-by-case basis.

K. Grant Agreement and Insurance

The client must also sign the Homeowner Grant Agreement agreeing to the final award amount, and a subrogation agreement acknowledging that if any DOB is discovered after the disbursement, the additional amount of DOB must be returned to the City.

Applicants are required, if applicable, to carry flood insurance, discussed in [Section XIII.A. on Flood Insurance](#).



XI. Environmental Review Procedures

Environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. Every project undertaken with Federal funds, and all activities associated with such project, are subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. §4231 et seq., as well as to the HUD environmental review regulations at 24 C.F.R. § 58 on Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities. Per Universal Notice § VI.C and HUD Memo 25-02 clarifications, COFL adopts tiered environmental review procedures under 24 CFR Part 58 for similar project types.

Applicant must agree to stop all construction work at the storm-impacted property and take no choice limiting actions after date of program application. Applicants must not perform any demolition, repair, or reconstruction activities after they apply to the program unless the work is temporary and is required to prevent additional damage to the home. Applicant should report these temporary repairs immediately to case manager assigned to the case.

A. Environmental Review Procedures

IHP conducts an environmental review on every project, prior to issuing a program award to ensure that the proposed activities do not negatively impact the surrounding environment and that the property itself will not have an adverse environmental or health effect on end users. Specifically, 24 C.F.R. § 58.22 limitations on activities pending clearance prohibits the commitment or expenditure of federal or non-federal funds on any activity that could have an adverse environmental impact or limit the choice of reasonable alternatives prior to completion of an environmental review. IHP environmental review is subject to guidance outlined in the following:

- Protection of Historic Properties (36 C.F.R. § 800);
- Floodplain Management and Protection of Wetlands (24 C.F.R. § 55, Executive Order 11988 and Executive Order 11990);
- Sections 307 (c) and (d) of the Coastal Zone Management Act of 1972 (CZMA), as amended, (16 U.S.C. § 1456);
- Sole Source Aquifers (40 C.F.R. § 149);
- Interagency Cooperation - Endangered Species Act of 1973, as amended (50 C.F.R. § 402);
- Section 7 (b)(c) of the Wild and Scenic Rivers Act of 1968 (WSRA), as amended, (16 U.S.C. § 1278 - Restrictions on Water Resources Projects);
- Air quality provisions as found in Sections 176 (c) and (d) of the Clean Air Act, as amended, (42 U.S.C. § 7506) and in Title 40 of the Code of Federal Regulations (40 C.F.R. Parts 6, 51, and 93);



- Farmland Protection Policy Act (FPPA) (7 U.S.C. § 4201 et seq., implementing regulations 7 C.F.R. Part 658, of the Agriculture and Food Act of 1981, as amended)
- Noise Abatement and Control (24 C.F.R. §§ 51.100 - 51.106)
- Siting of HUD-Assisted Projects Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature (24 C.F.R. §§ 51.200 - 51.208)
- Siting of HUD Assisted Projects in Runway Clear Zones at Civil Airports and Clear Zones and Accident Potential Zones at Military Airfields (24 C.F.R. § 51 §§ 51.300- 51.305)
- Toxic/Hazardous Materials [24 C.F.R. § 58.5(i)(2)(i)];
- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (Executive Order 12898 signed on 1994).

Environmental clearance must be obtained for each project prior to the commitment of federal or non-federal funds. A violation of this requirement may jeopardize Federal funding for the Program and disallow all costs that were incurred before completion of the environmental review.

Issues identified during the environmental review may be mitigated before or after the construction process, if feasible. Eligible environmental mitigation measures, such as lead based paint or asbestos removal may be paid for through HRRRA. If a condition discovered during the environmental review cannot be cleared within program award caps or schedule constraints, the property may be ineligible for assistance. These cases will be reviewed on an individual basis to determine if a waiver to policy is cost reasonable.

During the environmental review, the program may determine that, due to extraordinary environmental conditions, the site is not feasible for Repair, demolition, replacement, or reconstruction. In these cases, the property may be determined ineligible for assistance, however, may be eligible for buyout or acquisition services offered by the City.

B. Tiered Environmental Review

A tiered approach to environmental compliance is used in HRRRA and HRA. The tiered approach has two (2) parts: the broad environmental review that focuses on a targeted geographic area (Tier I), and the site-specific review (Tier II).

Upon the launch of IHP, Tier I reviews was conducted and addressed and analyzed environmental impacts related to repair, replacement, reconstruction, and elevation of single- family homes throughout the City of Fort Lauderdale. A Tier II review will be conducted after the award type is determined for each IHP applicant, but prior to award signing. The Tier II review will identify those environmental impacts that will vary by site and may only be observed when specific project locations are known, such as but not limited to historic preservation, hazardous materials, noise abatement, asbestos removal, etc.



XII. Optional Relocation Policy

In some cases, properties assisted by HRRRA must be vacant and empty of personal belongings during construction. Land/area surrounding the storm-impacted property must also be cleared of any debris, vehicles, derelict personal property, etc. Owner-Applicants must move out of the storm-impacted property and remove all personal belongings and derelict personal property on site within **ten (10) days** of the notice to relocate by contractor.

By signing a Homeowner Grant Agreement and accepting a program award, the Owner-Applicant affirms that they have made arrangements for temporary housing during the construction period.

Owner-Applicants who are unable or unwilling to vacate the storm-impacted property and remove all personal belongings in a timely manner may be sent a Pending Action Notice. Applicants who fail to vacate the structure and remove all personal belongings within **ten (10) days** of the Pending Action Notice to relocate, case will be closed.

The HRRRA program may provide temporary relocation assistance (TRA), also known as Optional Relocation, when the required temporary relocation would cause an undue and unnecessary burden on the household. TRA may be available for eligible HRRRA applicants who:

- Have executed an HRRRA grant agreement, but construction has not been completed;
- Are required to vacate their home due to program-sponsored construction;
- Have a limitation or hardship for lodging, moving, packing and/or storage assistance of applicant's household goods and furniture. This assistance will only be granted on a case-by-case basis with the applicant providing evidence that there is a limitation or hardship.
- Certify that they have not received temporary relocation assistance benefits from any other source for the same period as the benefits to be provided by HRRRA;
- Are willing to stay in a hotel, motel, or extended stay hotel, unless alternative arrangements are needed due to excessive length of displacement; and/or
- Can demonstrate that securing temporary housing by their own means would create a hardship.

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 establish 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.

If an applicant believes that they have a demonstrable hardship and that the demonstrable hardship causes them



to be unable to afford temporary relocation, then they may present their evidence of a demonstrable hardship to their program representative and request relocation assistance. The program will evaluate temporary relocation requests on a case-by-case basis after a review of all the circumstances.

TRA is a housing assistance benefit not directly resulting in the repair, replacement, or reconstruction of a home. Therefore, TRA does not count against the program cap for repair, replacement, or reconstruction of the home. TRA lodging nightly rate caps will be based on Government Services Agency (GSA) rates in the area, which may be exceeded due to spiking rates, lodging availability, or other factors. Applicants will be provided with necessary room that do not include luxury items, such as, internet, additional linen/laundry services, room service, meals, etc. Any of these charges will be charged to the applicant during the temporary housing stay. The TRA maximum cap may be waived on a case-by-case basis, at the discretion of the program.

Lawful tenants of assisted properties may qualify for relocation assistance if they must relocate during program-sponsored construction activities, as provided under the Uniform Relocation Act, and further described in **Sections IV.B. and XV.G.** of this document. All applicants are required to disclose information about any and all tenants who reside(d) at the storm-impacted property from the time of the storm through present at application intake.

XIII. Applicant Responsibilities

For IHP to be successful in providing applicants with repair, replacement, reconstruction or reimbursement awards, the applicant must participate and comply with program timeframes, directives, and requests. IHP is a voluntary program. Applicants who do not wish to comply with all or some of the applicant's responsibilities may opt to withdraw from the program at any time prior to construction start.

A. Flood Insurance

Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) and the Universal Notice in Section III.B.11.b.(i), regarding prohibited flood disaster assistance, prohibits flood disaster assistance in certain circumstances. In general, Federal Law 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 reimbursement, repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance during a qualifying disaster event that was conditional on the person having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance after that qualifying disaster event as required under applicable Federal law on such property. **To comply with these Federal requirements, this means that COFL may not provide disaster assistance for the reimbursement, repair, replacement, or restoration to a person who has failed to meet these requirements to maintain flood insurance after the qualifying disaster event.**



Section 582 of the National Flood Insurance Reform Act mandates that COFL 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. A Covenant Agreement shall be executed with COFL enforcing this requirement prior to receiving disaster assistance. 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.

Applicants with HRRRA assisted properties located within a Special Flood Hazard Area must submit proof of flood insurance prior to receiving keys to the assisted property. The insurance must comply with the National Flood Insurance Program (NFIP) standards and must provide building coverage in an amount equal to the lesser of:

- The total program assistance,
- The insurable value of the structure, or
- The maximum available NFIP coverage.

Such insurance must be maintained for the “life of the property” and as per the Federal Register, “assisted owners must notify all future owners at the time of sale or transfer that they are required to obtain and maintain flood insurance in perpetuity.” For Owner-Applicants who demonstrate a significant financial hardship, the Individual Housing Program may consider the purchase flood insurance coverage for one year following provision of program assistance.

1. Prohibition of Assistance for Lack of Flood Insurance

When a homeowner located in a Special Flood Hazard Area allows their flood insurance policy to lapse, it is assumed that the homeowner is unable to afford insurance and/or is accepting responsibility for future flood damage to the home. Higher income homeowners who reside in a Special Flood Hazard Area, but who failed to secure or decided to not maintain their flood insurance, should not be assisted at the expense of lower income households. To ensure that adequate recovery resources are available to assist lower income homeowners who reside in a 100-year floodplain but who are unlikely to be able to afford flood insurance, and in accordance with an alternative requirement established in Universal Notice [Section III.B.11.b(ii)], HRRRA is prohibited from providing assistance for the repair/reconstruction of a house, if:

- The combined household income is greater than either 120 percent of AMI or the national median,
- The property was located in a 100-year floodplain at the time of the disaster, and
- The property owner did not obtain flood insurance on the storm-impacted property, even when the property owner was not required to obtain and maintain such insurance.



B. Applicant Cooperation with the Program

Throughout the life of an applicant's participation in IHP – from submission through closeout of the application – 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 **30 days**.

IHP 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 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 **30 days**, 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.
- **Schedule:** The program requires applicant cooperation and participation at multiple points throughout the process. Applicants must schedule and attend required appointments, inspections, or other required meetings in a timely manner. IHP 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:** Homeowner-Occupant Applicants are required to move out of the storm-impacted property within **10 days** of the notice to relocate so that construction may begin. Applicants who do not move out of the storm-impacted 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 **30 days** of the closing meeting and no later than 10 days after notice to relocate. Applicants who do not clear the storm-impacted 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 **30 days** of the Pending Action Notice will be closed. Applicants who require assistance, clarification, or an extension to the **30 day** timeframe to resolve a pending action must request assistance within the **30 day** window. Extensions to the **30 day** window will be considered on a case-by-case basis.

C. Applicant Responsiveness

The program will make reasonable attempts to contact applicants to schedule meetings, collect documentation, or obtain other necessary information. 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. 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 they must contact the program or complete an action within **fourteen (14) days** of the date of the correspondence. If the applicant fails to contact the program or complete the action within the **fourteen (14) days** allowed, the applicant will be contacted again requesting the information. If another 14 days pass, the applicant is still unresponsive, the application may be placed in an inactive status. Applicants who become non-responsive after construction activities have commenced may be subject to repay program funds expended on construction activities prior to the application being closed. The program will follow its due diligence process for unresponsiveness.

D. During Construction

During the construction phase of the program, the applicant has several ongoing responsibilities. The construction phase begins when the homeowner-applicant signs the Homeowner Grant Agreement and ends when the keys to the program-assisted home are presented to the homeowner. Applicant responsibilities during construction include:

- Owner-Applicants must vacate the storm-impacted property and remove all personal belongings from inside the structure and the surrounding area, as applicable. HRRRA is not responsible for any damages to or loss of belongings during construction.
- Applicants must coordinate with assigned General Contractor to sign any required permitting documents.
- The homeowner must allow the General Contractor and HRRRA representatives full access to the property. If reasonable and timely access to the property is denied by the applicant, HRRRA may terminate the award and the applicant may be subject to repay any program funds expended on the project.
- The homeowner must allow inspections to be performed by HRRRA representatives and municipal code inspectors. If reasonable and timely access to the property is denied by the applicant, HRRRA may terminate the award and the applicant may be subject to repay any program funds expended on the project.
- The homeowner must remove and/or secure any animals or pets that remain on property during construction. Animals will only be allowed to remain on property during construction if the General Contractor confirms there is sufficient space and sufficient enclosure for the animals to remain on site without interfering with construction work. If there is not enough space or if animal enclosures are not sufficient, animals must be removed from the property. HRRRA will not cover costs associated with removal and/or boarding of animals during construction.
- The homeowner must not interfere with the project site. For safety reasons, homeowners should make best efforts to stay away from the storm-impacted property during construction.
- 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 prior to the start of construction. The homeowners must remove derelict personal property. The homeowner has **30 days** from the date of the closing meeting and no later than 10 days after the notice to relocate, to remove all such debris and derelict property from the construction site. Failure to remove such property may result in the application being closed.



- If utilities must be disconnected for construction work, applicants must arrange for utilities to be disconnected within **30 days** of the closing meeting. 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.

E. Voluntary Withdrawal

An Applicant may request to withdraw from the Program at any time before construction starts. While voluntary withdrawal after execution of a Homeowner Grant Agreement is discouraged, as construction activities may have begun, any request to withdraw after a Homeowner Grant Agreement has been signed will be evaluated on a case-by-case basis.

Applicants may indicate a desire to withdraw to any HRRRA representative. It is preferred, but not required, that an applicant who wishes to withdraw submit their withdrawal request in writing. After an applicant request to withdraw, they will be sent a Voluntary Withdrawal Notice. The Voluntary Withdrawal Notice informs the applicant that HRRRA has received their 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 closed as withdrawn.

XIV. Other Program Requirements

A. Recapture

Rare instances may arise where an applicant must return all or part of the awarded funding to the Program. The Program is responsible for recapturing duplicative funds from applicants or from applicants who become non-compliant. All applicant files will be reviewed and reconciled for accuracy to ensure DOB did not occur and that applicants are in compliance with Program requirements and federal guidelines. If an applicant has been identified as receiving a potential overpayment, the Program will document the amount and basis for the repayment in writing via a Repayment Notification. If an Owner-Occupant passes away, the project was completed, and the heirs sold the property, the heirs must return all or part of the awarded funding to the program.

Applicants who disagree with a repayment amount determined by IHP may appeal the determination within **30 days** of receipt of the Repayment Notification. If the applicant's request is denied or there is failure on the part of the applicant to contest within the allotted timeframe, the Program will proceed with collecting the repayment amount. If the applicant's request results in a revision of the award amount or eligibility, the applicant will sign a revised Homeowner Grant Agreement which will outline the requirements related to such changes and the requirements for repaying the remaining overdue amount, if any.



Once it has been determined that the applicant must return funds to the CDBG-DR grant fund, the applicant must repay their funds in a timely manner. All repayments shall be expected to be repaid in full as one lump sum amount.

The Program will review any applicant claims of financial hardship and may make limited accommodations in some cases. The City may, on a case-by-case basis, prorate the recapture amount for situations including but not limited to death of applicant or co-applicant or medical condition that requires rehousing to managed or long-term care facility. All funds recovered because of this policy will be tracked in the Disaster Recovery Grant Reporting system (DRGR) and returned to the CDBG-DR account or U.S. Treasury if the CDBG-DR grant has been closed out.

B. Conflict of Interest

A conflict of interest is a situation in which any person who is a public servant, employee, agent, consultant, officer, or elected official or appointed official of COFL, or of any designated public agencies, or of subrecipients that are receiving funds under the CDBG-DR Program (collectively, “Public Servant”) may obtain a financial or personal interest or benefit that is or could be reasonably incompatible with the public interest, either for themselves or a member of their family 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).

No public servant shall intervene, either directly or indirectly, in any matter in which they have a conflict of interest that may result in their benefit. No public servant shall intervene, directly or indirectly, in any matter in which any member of their family unit, relative, partner or housemate has a conflict of interest that may result in benefit for any of the abovementioned.

The above conflict of interest statement does not necessarily preclude COFL or IHP Program officials, their employees, agents and/or designees, or family members from receiving assistance from the Program. On a case-by-case basis, COFL or IHP Program officials, their employees, agents and/or designees, or family members may still be eligible to apply and to receive assistance from the Program if the applicant meets all Program eligibility criteria as stated in these guidelines and it is determined that a conflict of interest does not exist.

Applicants must disclose their relationship with any public servant(s) at the time of their application, if applicable. Any relationship reported between an applicant and public servant will be evaluated by IHP to determine if said relationship constitutes a conflict of interest as outlined in HUD conflict of interest requirements to determine if the relationship between the applicant and the public servant(s) constitutes a conflict of interest, the applicant may not receive benefit under IHP.



C. Reporting Requirements

COFL must enter financial information, project summaries, monitoring reports, and technical assistance reports into Disaster Recovery Grant Reporting (DRGR) system. For direct benefit activities, the City must report the property address, the total number of household members with disabilities, the age of all household members, the household's familial status, the total number of Limited English Proficiency (LEP) household members, the total number of LMI household members, the race of all household members, and the ethnicity of all household members in DRGR. The City must also enter mitigation performance measures (e.g., when a structure constructed in the floodplain is elevated) into the DRGR system.

Construction contractors for IHP will report the status of construction to the program on a regular basis as defined by program staff at contractor kick-off meeting. Reporting will be submitted in a reporting template defined by the program.

D. Complaints and Appeals

1. Complaints

Applicants may submit a complaint to the Program at any time. In accordance with guidance outlined in the Universal Notice, the City and IHP staff will provide a timely written response to every written citizen complaint. Complaints will be addressed within **fifteen (15) working days** of receipt when practicable. If a complaint cannot be addressed within **fifteen (15) working days**, City and IHP staff will notify the complainant of the need for additional time and an estimated resolution/response timeframe.

Although formal complaints must be submitted in writing, informal complaints may also be received verbally and by other means necessary, as applicable, when it is determined that the citizen's particular circumstances do not allow the complainant to submit a written complaint.

Persons who wish to submit complaints related to any of the IHP may do so through any of the following avenues:

Table 12 Complaint Categories and Submission Procedures

Complaint Type	Submit to:
Formal Written Complaint	Email: OR Mail:
Informal Verbal Complaint	Telephone: OR In Person:



2. Appeals

Applicants who wish to contest an IHP determination may request an initial appeal directly with the Program by submitting a written request via system of record, email or postal mail within thirty (30) calendar days from the date of the determination being contested. On a case-by-case basis, the IHP manager may approve an extension of the 30 days to 60 days from determination. Note, appeals regarding URA will comply with 49 CFR 24.10, including but not limited to a 60 day time limit after the person receives written notification of the City's determination on the person's claim to request an appeal.

Applicants may request an appeal to contest any of the following:

- Eligibility determination
- Duplication of Benefits Gap determination
- Award and Award Type Determination
- Program Scope of Work
- Recapture Amount

Persons who wish to request an initial appeal related to IHP may do so through any of the following avenues:

- Via Email:
- In Writing: Housing and Community Development

Attn: CDBG-DR Program

101 Northeast 3rd Ave. Suite 200

Ft L 33301

Appellants are encouraged to provide individual facts or circumstances, as well as supporting documents to justify their petition. 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.

The IHP Appeals Coordinator will conduct an initial review and make a determination using the request and supporting information submitted by the applicant.

When practicable, the determination will be made within fifteen (15) business days. Appellants will be notified in writing through electronic or postal mail of the determination made on their initial appeal via an Initial Appeal Determination Notification. IHP will follow its Appeals SOP.

Program requirements dictated by law and/or required by HUD may not be waived or abrogated.



E. Fraud, Waste and Abuse

COFL, as grantee, is committed to the responsible management of CDBG-DR funds by being a good steward of resources while maintaining a comprehensive policy for preventing, detecting, reporting, and rectifying fraud, waste, abuse, or mismanagement.

Pursuant to Universal Notice, COFL implements adequate measures to create awareness and prevent fraud, waste, abuse, or mismanagement among other irregularities in all programs administered with CDBG-DR funds as well as encourages any individual who is aware or suspects any kind of conduct or activity that may be considered an act of fraud, waste, abuse, or mismanagement, regarding the CDBG-DR Program, to report such acts to the CDBG-DR Internal Audit Office, directly to the Office of Inspector General (OIG) at HUD, or any local or federal law enforcement agency.

1. Reporting Fraud

Any allegations of fraud, waste, abuse, or mismanagement related to CDBG-DR funds or resources must be reported to the CDBG-DR Internal Audit Office, directly to the OIG at HUD, or any local or federal law enforcement agency.

Any person, including any employee of the CDBG-DR Program, who suspects, witnesses, or discovers any fraud, waste, abuse, or mismanagement, relating to the CDBG-DR Program, should report it immediately to the City Clerk's office and Comptroller Inspector General Hotline by any of the following means:

REPORTING FRAUD, WASTE AND ABUSE

City of Fort Lauderdale
Phone: 954-828-8000

Allegations of fraud, waste or abuse can also be reported directly to the OIG by any of the following means:

REPORTING FRAUD, WASTE AND ABUSE

HUD OIG Hotline: 1-800-347-3735 (Toll-Free); 787-766-5868 (Spanish)
Mail: HUD Office of Inspector General (OIG) Hotline 451 7th Street SW, Washington, D.C. 20410
Email: HOTLINE@hudoig.gov
Internet: <https://www.hudoig.gov/hotline>

F. Uniform Relocation Act (URA)

As a HUD-assisted program, and in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (**URA**), 42 U.S.C. § 4601 et seq., and the government wide implementing regulations found at 49 C.F.R. part 24, all programs in the COFL CDBG-DR recovery portfolio,



including RRE, are subject to URA regulations.

Owner/Occupant-Applicants who must relocate from their hurricane-impacted property temporarily for construction activities associated with acceptance of a repair, reconstruction or replacement award are not considered displaced persons, and as such, are not entitled to relocation assistance benefits under URA.

However, lawful tenants of program-assisted properties who must relocate due to program- sponsored construction activities may be considered displaced persons by URA regulations and may be eligible for URA relocation assistance benefits. URA guidelines, as related to RRE, are included in the City's Relocation Policy Guide.

G. Closeout

RRE/MHR Owner/Occupant applications will be closed upon completion of construction work and upon returning the keys to the program-assisted property to the homeowner. The builder must provide proof of termination of the filed Notice of Commencement²⁶ from the County/City Clerk for to include with closeout. HRA applications will be closed upon disbursement of funding to homeowner.

IHP Program staff will perform a complete review of the application file to ensure all necessary documentation is present, DOB review is current and no new assistance was found, and to ensure that the case is ready for closeout. IHP Construction staff will ensure all required mitigation was completed and the file is documented. By the time a case reaches closeout, the case has undergone several QC checkpoints and various approvals at specific stages. Because the case has undergone such extensive quality control throughout each stage of the program process, closeout review is intended to provide a completeness review of each individual application, rather than a comprehensive quality control review of each step.

When all quality control review levels have been approved, the applicant will be sent a Final Notice from the Program, informing the applicant that their case has been closed and reminding the applicant of compliance period requirements.

²⁶ Per Florida Statute, Chapter 713



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Appendix A: Definitions and Acronyms

Definitions and Acronyms

100-Year Floodplain: The area subject to inundation from a flood with a 1% or greater chance of being equaled or exceeded in any given year.

Acquisition: Acquisition of Real Property at 100 percent post-disaster fair market value (FMV) of the land and structures that allow subrecipients to acquire real property for any public purpose, as set forth in 24 CFR 570.201(a). Acquisition-only is typically not considered a complete activity in the Program and may be combined with another eligible activity (e.g., relocation assistance and new construction of housing). Methods of acquisition include purchase, long-term lease (15+ years), donation or otherwise (CPD-17-09). The subrecipients have the flexibility to hold any property purchased through acquisition as undeveloped green space in perpetuity or to redevelop it in a resilient manner.

Affirmatively Furthering Fair Housing (AFFH): AFFH is a legal requirement that federal agencies and federal grantees further the purposes of the Fair Housing Act. HUD's AFFH rule provides an effective planning approach to aid program participants in taking meaningful actions to overcome historic patterns of segregation, promote fair housing choice, and foster inclusive communities that are free from discrimination.

Affordability or Compliance Period: The period of time during which a property must comply with CDBG-DR program rules and regulations, including primary residency, income, and rent restrictions as applicable. The compliance periods for each program activity are discussed in Section VII. Eligibility Requirements under a subsection entitled "Compliance Period" of this document.

Allocation Announcement Notice (AAN): An official communication issued by the U.S. Department of Housing and Urban Development (HUD) or a designated local agency that informs stakeholders about the availability of funding under specific programs, such as the Community Development Block Grant - Disaster Recovery (CDBG-DR). The AAN typically includes critical information regarding the amount of funding allocated, eligible activities, application procedures, deadlines, and any specific requirements or priorities for funding distribution. This notice serves to guide potential applicants, subrecipients, and local governments in understanding how to access the available funds and implement eligible recovery activities following a disaster.

Applicant: Any individual who submits an application for assistance to the COFL CDBG-DR Individual Housing Program (IHP).

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.

Base Flood Elevation (BFE): Base Flood Elevation 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 and local building code set the minimum elevation requirements for homes 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.

Benefit Low- to Moderate-Income Persons (LMI): Activities that provide assistance or services to individuals and households whose income does not exceed 80% of the area median income (AMI), as defined by HUD. These activities must be designed to meet the needs of LMI persons and can include housing, community development, and economic development initiatives.

Buyout: Purchase of an eligible property at the fair market value of the land and structures with the intent to reduce risk from future flooding or to reduce risk from future hazard. Buyouts are properties within defined disaster risk reduction areas, determined in consultation with City and, as applicable local governments, such as areas within the 100-year floodplain and/or in the highest risk areas as defined by FEMA flood map “V Zone.” The property acquired may be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational use, or floodplain and wetlands management practices or re-development project with mitigation that meets a National Objective. Buyout-only is typically not considered a complete activity in the Program and may be combined with another eligible activity (e.g., relocation assistance and new construction of housing).

Cancelled Loans: The borrower has entered into a loan agreement, such as SBA loans, but for a variety of reasons, 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 default of the borrower, agreement by both parties to cancel the undisbursed portion of the loan, or expiration of the term for which the loan was available for disbursement. The undisbursed portion or fully unrealized amount may affect the duplication of benefits gap and amount of CDBG-DR award the applicant is eligible for. IHP will require formal documentation from the awarding agency that confirms the award was declined or cancelled. Additional discussion is provided in Section XI. Duplication of Benefits of this document.

Case Management: Working with individual survivors and their families to understand the Program’s housing options, resulting in clear and transparent determination of eligibility. Case managers must consider all special circumstances of the survivor’s needs to decrease their barriers to participate in the program where possible. Staff should meet at designated locations and supply information in a standard format.

CDBG-DR: Community Development Block Grant-Disaster Recovery: A federal program administered by the U.S. Department of Housing and Urban Development (HUD) that provides funding to state and local governments for recovery efforts following a major disaster. The CDBG-DR program is designed to help communities rebuild and recover by addressing housing, infrastructure, and economic needs in areas affected by disasters. Funds can be used for a variety of activities, including the repair and rehabilitation of damaged housing, infrastructure improvements, and support for economic development initiatives. The program requires compliance with federal regulations, including those related to fair housing, environmental review, and the prevention of duplication of benefits.



Common Area Under Roof: The total area under the common roof for traditional construction and modular homes primarily includes interior, conditioned spaces and, for single-story homes, is equal to the footprint of the house. For mobile homes, the total area under the common roof is limited to the original manufactured structure built to the specifications required in the Manufactured Home Construction and Safety Standards Act of 1974. This definition aligns with HUD standards regarding eligible areas and excludes exterior spaces such as detached porches and garages from the eligible area.

Damage Assessment: The initial opportunity for a Program inspection of the April 12, 2023 storm damaged structure in which all damages repaired at the time, and damages 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, which will need be used to create the scope of work estimate (SWE). The estimate yielded from the completed damage assessment captures the percent damage calculation, which denotes the feasibility benefit of each participating applicant. The feasibility benefit types are rehabilitation, reconstruction, and replacement (manufactured homes only).

Damage Repair Valuation (DVR): The DVR is used to verify April 12, 2023 storm damage to the property and determine repairs that have already been completed. This estimate may be used to verify the appropriate use of funds received from insurance or other federal disaster recovery assistance for repair and be used to reduce Duplication of Benefits (DOB), in the absence of receipts.

Declined Loans: Declined loan amounts are 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 loan documents to receive the loan proceeds.

Demolition: Clearance and proper disposal of dilapidated buildings and improvements.

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.

Disaster Recovery Grant Reporting (DRGR.): The online system developed by the U.S. Department of Housing and Urban Development (HUD) for managing and reporting on disaster recovery grant programs, particularly those related to the Community Development Block Grant Disaster Recovery (CDBG-DR) program.

Duplication of Benefits (DOB): A Duplication of Benefits will occur if the COFL Individual Housing Program 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 home. The City is prohibited from creating a Duplication of Benefits. 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.



Elevation: All structures, defined at 44 CFR 59.1, designed principally for residential use, and located in the 1% 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 (2) feet above the 1% 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.

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.

Flood Hazard Area: Areas designated by FEMA as having 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.

- 100-year floodplain: the geographical area defined by FEMA as having a one percent chance of being inundated by a flooding event in any given year.
- 500-year floodplain: the geographical area defined by FEMA as having a 0.2 percent change of being inundated by a flooding event in any given year.

Resiliency and Energy Conservation Standards: All rehabilitation that meets the definition of substantial



improvement, reconstruction, or new construction must meet an industry-recognized standard under the following programs:

11. Florida Building Code, 8th Edition
12. ENERGY STAR (Certified Homes or Multifamily High-Rise),

Homeowner Grant Agreement: Written agreement between COFL and an awarded applicant detailing the grant award, award calculation and any requirements placed on the applicant in order to participate in the IHP. The Homeowner Grant Agreement must be executed by the applicant prior to the commencement of construction.

Household: A household is defined as all persons occupying the same housing unit, regardless of their relationship with 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 test of meeting the Low- to Moderate-Income objective is based on the LMI of households.

Housing Incentives: Incentive payments are generally offered in addition to other programs (e.g., buyout) or funding (such as insurance) to encourage households to relocate in a suitable housing development or an area promoted by the community's comprehensive recovery plan. The housing incentive may be offered to improve a residential structure that upon completion will be occupied by a low- to moderate-income household. An incentive may be offered in addition to a buyout payment for households that volunteer to relocate outside of the floodplain or to a lower-risk area. A buyout incentive is not available for properties that served as second homes at the time of the disaster or following the disaster.

Housing Quality Standards (HQS): HQS establish certain minimum standards for buildings. This includes all housing units repaired or replaced, including new single-family homes and multifamily housing as outlined in 24 CFR 982.401. The IHP uses these standards as a guideline to identify basic living quality deficiencies that should be addressed during the construction process when there are other identifiable April 12, 2023 storm damage. The IHP does not conduct a certified HQS inspection.

HUD: United States Department of Housing and Urban Development.

Increased Cost of Compliance (ICC): Structures damaged by a flood 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 (NFIP) includes ICC coverage for all new and renewed Standard Flood Insurance Policies in special flood hazard areas²⁷. ICC is a potential source of Duplication of Benefits, as a supplement to an existing NFIP policy. Policyholders are only eligible to receive ICC payment if a Substantial Damage Letter has been issued by the local floodplain manager.

²⁷ Details of ICC can be found on FEMA's website at <https://www.fema.gov/floodplain-management/financial-help/increased-cost-compliance>



Initial Appeal Determination Notification: An official written communication via electronic or postal mail, issued by the Program to inform an applicant of the outcome of their initial appeal. When practicable, the determination will be made within fifteen (15) business days.

Low- and Moderate-Income Housing (LMH): Activities that benefit low- to moderate-income persons by acquiring, constructing, or rehabilitating residential properties, ensuring that the housing created or improved will be occupied by LMI households upon completion. These activities aim to increase the availability of affordable housing options for LMI individuals and families.

Low- to Moderate-Income (LMI) National Objective: Activities that benefit households whose total annual gross income does not exceed 80% 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% of the area median family income, as determined by HUD, adjusted for family size.

Low: Household's annual income is between 31% and 50% of the area median family income, as determined by HUD, adjusted for family size.

Moderate: Household's annual income is between 51% and 80% of the area median family income, as determined by HUD, adjusted for family size.

Mitigation Measures: 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 mitigation measure 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. as long as 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 the April 12, 2023 storm event.

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. Modular housing structures requiring replacement will be replaced with a modular housing structure.

Most Impacted and Distressed (MID) Areas: Areas of most impact as determined by HUD using the best available data sources to calculate the amount of disaster damage. The City of Fort Lauderdale, in its entirety, has been deemed an MID by HUD.

NFIP: National Flood Insurance Program.

Not Suitable for Repair/Rehabilitation: The City of Fort Lauderdale defines “not suitable for repair/rehabilitation” as:

- Structures condemned by the City. 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 HRRR impossible or unsafe;
- Structures that have already been demolished;
- Structures with repetitive flood losses (verified via the NFIP Repetitive Loss Property list(s)) and subsequent damage due to the April 12, 2023 storm event.

O&P: Overhead and Profit refer to the indirect costs and profit margin that contractors include in their pricing for construction projects. Overhead encompasses expenses that are not directly attributable to a specific project but are necessary for the contractor's overall operation, such as administrative salaries, utilities, insurance, and equipment maintenance. Profit is the financial return that the contractor expects to earn from the project.

One-for-One Replacement: Subpart B Requirements Under Section 104(d) of the Housing and Community Development Act of 1974, 24 CFR 42.375 provides for public and/or assisted lower-income dwelling units to be demolished or converted to a use be replaced with comparable lower-income dwelling units.

Overall Benefit: COFL must certify that, in the aggregate, not less than 70 percent of the CDBG-DR funds received by the City during a period specified will be used for activities that benefit LMI households.

Private Loans: A loan that is not provided by or guaranteed by a governmental entity, and that requires the CDBG-DR applicant (the borrower) to repay the full amount of the loan (principal and interest) under typical commercial lending terms, e.g., the loan is not forgivable.



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 replacement of that unit on the same lot, and in 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.

Reconstruction Scope of Work Estimate (SWE): The Damage Assessor will develop in Xactimate®, a SWE when a property has been demolished, condemned, or is unsafe to enter at the time of the damage assessment. If the property is no longer present the Damage Assessor will interview the Applicant to confirm living area square footage and other general features of the property such as foundation, exterior, interior, and systems.

Registrant: Any individual that registers with the program.

Registration: The initial step a property owner must take to seek benefits under the program. Registration will result in prioritization of a registrant for application if basic eligibility requirements are met. This is distinct and separate from application.

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

Reimbursement: IHP may reimburse eligible homeowners for pre-application cost that incurred by an applicant on or after the disaster incident date until a housing assistance application is made to the program. An award for eligible applicants who have used non-disaster relief funds for completed reconstruction, rehabilitation, elevation, and/or mitigation on single family homes prior to the submitting a IHP application may be reimbursed eligible costs as verified by IHP staff. Reimbursement for costs incurred after IHP application are ineligible.

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.

Residential Valuation Report (RVR): A RVR will be developed by the Quality Control Team in Xactimate® for all properties in an effort to determine feasibility of rehabilitation versus reconstruction. The RVR will detail replacement cost including all applicable permits, fees, overhead, profit, and sales tax. The replacement costs figure represents the average estimated cost to rebuild the structure after a total loss and includes such things as labor and materials to meet current building codes and general contractor profit and overhead for the location. The actual reconstruction costs for the structure may differ from the estimated replacement cost due to changes in economic conditions, building contractor availability, and specific building contractor attributes. The Xactimate® estimated replacement cost does not include costs for such items as excavation, land value, detached structures, or demolition of the Hurricane damaged property.



Scope of Work Estimate (SWE): A SWE is used to verify the April 12, 2023 storm damages 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.

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.

Slum or Blight: A term used to describe areas or properties that are in a state of deterioration or disrepair, which adversely affects the health, safety, and welfare of the community. "Slum" typically refers to neighborhoods characterized by inadequate housing, overcrowding, and lack of basic services, while "blight" refers to physical decay, vacant or abandoned properties, and conditions that harm the visual and functional quality of the area. Both slum and blight conditions can lead to decreased property values, increased crime, and reduced quality of life for residents, prompting the need for intervention and revitalization efforts.

Small Rental Housing: Non-owner-occupied residential structures with four units or less.

Statement of Work: The scope of work awarded to a contractor via a competitive bid process containing the repairs identified in the SWE.

Stick-Built Home: A home that has been built on-site using traditional construction materials and methods.

Subrogation: Subrogation is 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 (City of Fort Lauderdale) obtains the right to collect any additional disaster recovery or insurance payouts the homeowner receives for the April 12, 2023 flood event damages after the homeowner has entered into a grant agreement for IHP benefits.

Subsidized Loans: Subsidized loans (including forgivable loans) are loans other than private loans. Both SBA and FEMA provide subsidized loans for disaster recovery.

Substantial Completion: The completion of the Statement of Work awarded to the contractor.

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) and as applicable to the IHP, substantial improvement means any repair, reconstruction, modernization or improvement of a structure, the cost of which



equals or exceeds 50% 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.

Universal Notice: A single, unified rule for the CDBG-DR program, providing a standardized process, consistent requirements, and flexible waivers for communities recovering from disasters. Published in January 2025 (90 FR 1754), its purpose is to increase transparency, accelerate the allocation of funds, and streamline the grant management process by outlining uniform procedures and alternative requirements for the three key phases of the CDBG-DR lifecycle: Action Plan development, financial certification, and grant implementation.

Urgent Need (UN) National Objective: An urgent need that exists because the home's condition poses serious and immediate threat to the health or welfare of the household; the existing conditions are recent or recently became urgent; and the household cannot finance the activities on its own because other funding sources are not available.

Year Built: At the application stage, the Program requests year of construction information from the applicant, also referred to as "date of construction" or sometimes "year built". This preliminary information is gathered in order for the program to make some informed modeling decisions early in the process; however, the confirmed year built date on which further program decisions are made, such as need for lead-based paint risk assessment or mobile home replacement, is obtained through the environmental review process, and is documented in the ERR. This date is obtained from review of the tax records for the property.

Zero Award: This refers to an assessment of eligibility for assistance that does not result in providing aid for property loss as there is no unmet needs gap. A zero award is determined when the estimated cost to repair the disaster-related structural damage to an applicant's home is lower than the total benefits the applicant has already received from other available sources. Thus, the applicant has no unmet need for housing repair, and no CDBG-DR funding would be awarded for the applicant's property.



Appendix B: Reasonable Accommodations

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A. REASONABLE ACCOMMODATION FOR HOUSING REPAIR

Bathroom Accommodations 1

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

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

Bathroom Accommodations 2

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

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

Bathroom Accommodations 3

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

- Roll-in shower compartment to fit existing tub/shower space, equipped with grab bars, seat, and shower wand
- Chair height toilet with grab bars
- Roll under vanity, only upon request

Kitchen Accommodation

Applicants may indicate reasonable accommodations to make a kitchen more accessible. Reasonable accommodations in kitchens for Repair award types must be accommodations to items included in the program scope of work, and may include:

- Wheelchair accessible cook top (knobs on front of the appliance)
- Roll under kitchen sink

Items not included in the program scope of work will not be modified for the sole purpose of providing an accessibility modification. Accessibility modifications will only be made to the primary kitchen at the property, in the event that more than one kitchen is available.



B. REASONABLE ACCOMMODATIONS FOR RECONSTRUCTION

All stick-built/CMU block 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 bathroom
- All doors installed with levers instead of knobs
- Exterior doors, bedroom doors, and bathroom doors are 36” wide

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

Bathroom Accommodations

Applicants who request accommodation in a bathroom may select one (1) of three (3) standard available options. Accessibility modifications will only be made in one (1) bathroom. By default, the modified bathroom will be the master bathroom, unless otherwise specified on a completed Reasonable Accommodation Request Form.

If the applicant requests 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.

Bathroom Accommodations 1

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

- Tub length of 60” and tub width of 36” in master bath. Hallway bathtub is 60” x 30”, with no seat. Grab bars installed near the tub/shower enclosure.
- Chair height toilet with grab bars

Bathroom Accommodations 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, seat, and shower wand



- Chair height toilet with grab bars

Bathroom Accommodations 3

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

- 30”x60” roll-in shower compartment, equipped with grab bars, seat, and shower wand
- Chair height toilet with grab bars
- Roll under vanity

Kitchen Accommodations

Applicants may indicate reasonable accommodations to make a kitchen more accessible. Standard reasonable accommodations for kitchens in reconstruction project types include:

- Wheelchair accessible cook top (knobs on front of appliance)
- Roll under kitchen sink

C. REASONABLE ACCOMMODATIONS FOR MHU REPLACEMENT

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 an “accessibility adapted” manufactured home unit. Accessibility adapted designations are controlled by the MHU manufacturer and may include features such as wider doorways, grab bars, or low-threshold shower compartments.



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