

11/7/2018	Initial Version Published
8/20/2019	Version 2.0 Published <ul style="list-style-type: none"> <li>See attached change tracker</li> </ul>
	Pg. ii: Added Sub-sections "1.1.1 Introduction", "1.1.2 Purpose", "1.1.3 National Objective and Eligible Activities", "1.1.4 Definitions," "1.1.5 DEO Housing Program Administration and Implementation" and "1.1.6 Pilot Program"
	Pg. ii: Replaced "1.8 Structure Types" with "1.8 Eligible Structures"
	Pg. ii: Added "1.15 Resiliency and Mitigation" and moved proceeding sections down.
	Pg. ii: Added Sub-sections "1.18.1 Fair Housing Complaints" and "1.18.2 Conflict of Interest"
	Pg. ii: Added "1.21 State and Federal Audits"
	Pg. iii: Replaced "2 Eligibility Requirements" with "2.0 Single Family Rental Eligibility Requirements"
	Pg. iii: Added 3.0 Multifamily Rental Eligibility Requirements and sub-sections.
	Pg. iii: Moved "3 Duplication of Benefits" to section 4
	Pg. iv: Moved and Replaced "6.1 Escrowed & Supplemental Funds" with "7.1 DOB Gap Funding"
	Pg. iv: Replaced "7.2 Lead-Based Paint" with "Lead-Based Paint and Asbestos Hazard Identification"
	Pg. iv: Moved section 7 "Construction" to section 8.
	Pg. iv: Added "8.2 Resilient Home Construction Standards" and moved proceeding sub-sections down.
	Pg. iv: Replaced "7.4 Final Inspection and Warranty Information" with "8.5 Substantial Completion Inspection an Warranty Information"
	Pg. iv: Added "8.8 Method of Payment/Invoice" and moved proceeding sections down.
	Pg. iv: Changed Affordability Compliance to Post Construction
	Pg. iv: Moved Affordability Compliance to a sub-section 9.1
	Pg. iv: Added "9.2 Closeout Review," "9.3 Subrogation" and "9.4 Recapture"
	Pg. v: Replaced "Appendix B: Reconsideration/Appeal/Complaint Process" with "Appendix B Appeal/Complaint Process"
	Pg. v: Added "Appendix C: Damage Assessment Checklist"
	Pg. 1 (1.1.1 Introduction) Replaced "DEO is currently allocating \$273,329,800 in CDBG-DR funding for HRRP. Based on data obtained during the action planning process, DEO projects that 6,000 properties will be rehabilitated, reconstructed or replaced. Upon HUD approval of the substantial amendment to the action plan, the HRRP allocation will increase to a total of \$346,186,147 with a projection of 7,150 homes that will be rehabilitated, reconstructed or replaced." with "DEO initially allocated \$273,329,800 in CDBG-DR funding for HRRP. Based on data obtained during the action planning process, DEO projected that 6,000 properties would be rehabilitated, reconstructed or replaced. HUD approved a substantial amendment to the Action Plan increasing the HRRP allocation to \$346,186,147 with a projection of 7,150 homes that will be rehabilitated, reconstructed or replaced."
	Pg. 1 (1.1.1 Introduction) Added: "With the assistance of staff and vendors, the state will work with a pool of qualified contractors assigned to repair, reconstruct or replace damaged rental properties."
	Pg. 2 (1.1.1 Introduction) Figure 1: Replaced: "Award Closing" with "Grant Agreement."
	Pg. 2 (1.1.1 Introduction) Replaced "After verification of tenant income and the completion of the <u>affordability periods for single family rental units that is established by the requirements of local governments</u> , the grant will be closed assuming that the property owner has remained in compliance for the <u>affordability periods established by the requirements of local governments</u> " with "After the verification of tenant income and the completion of the <u>affordability period for single family rental units, which is a minimum of one year</u> , the grant will be closed assuming the property owner has remained in compliance throughout the term of the <u>affordability period</u> ."
	Pg. 2 (1.1.1 Introduction) Figure 2: Removed: " <u>and Pre-Construction Scope Verification</u> " and Replaced " <u>5 year</u> Affordability Compliance Monitoring" with " <u>1 year</u> Affordability Compliance Monitoring"
	Pg. 2 (1.1.1 Introduction) Added: " <u>The rehabilitation or reconstruction of multifamily rental projects with five or more units will require an affordability period for a minimum of 15 years, as shown in Figure 3:</u> "
	Pg. 2 (1.1.1 Introduction) Added: <u>Figure 3.</u>
	Pg. 3 (1.1.2 Purpose) Replaced: "All HRRP assisted rental units must be restricted during the affordability period established by the requirements of local governments for low to moderate income (LMI) persons" with: "All HRRP assisted rental units must be restricted during the established affordability period. The affordability period for single family rental units will be a minimum of 1 year. Rehabilitation or reconstruction of multifamily rental projects of five or more units will require an affordability period for a minimum of 15 years. The purpose of affordability periods of are to keep the rental property affordable for Low- to Moderate-Income (LMI) persons."
	Pg. 3 (1.13 National Objective and Eligible Activities) Added: " <u>Vol. 83, No. 28, February 9, 2018 and Vol. 83, No. 157, August 14, 2018</u> "
	Pg. 3 (1.1.3 National Objective and Eligible Activities) Removed: " <u>Bringing the home into code compliance</u> "
	Pg. 3 (1.1.3 National Objective and Eligible Activities) Added: " <u>Temporary relocation assistance will be provided consistent with the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, 42 U.S.C. 4601 et seq., the regulations at 49 CFR 24, 70 FR 589, HUD guidance and associated waivers in the applicable Federal Register Notices for Hurricane Irma recovery.</u> "

	<p>Pg. 3 and 4 <b>(1.1.4 Definitions)</b> Replaced: "Affordability Period: To ensure that the CDBG-DR investment in rental properties yields affordable housing, HRRP is imposing rent and occupancy requirements over the length of a compliance period, known as the affordability period. All HRRP-assisted rental units must be restricted during the affordability period for low- to moderate-income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents. Rents may not exceed 30% of the monthly income for a household earning 80% or less of the Area Median Income (AMI). Rehabilitated or reconstructed single family rental units and multifamily rental units with seven units or less affordability periods will be established by the requirements of local governments. Multifamily rental housing with eight or more units will be restricted for 15 years." <b>with</b> "<u>Affordability Period: To ensure that the CDBG-DR investment in rental properties yields affordable housing, HRRP is imposing rent and occupancy requirements over the length of a compliance period, known as the affordability period. All HRRP-assisted rental units must be restricted during the affordability period for Low- to Moderate-Income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents. Rents may not exceed 30% of the monthly income for a household earning 80% or less of the Area Median Income (AMI). For rehabilitated or reconstructed single family rental units and multifamily rental units with seven units or less, affordability periods will be a minimum of 1 year. Multifamily rental housing with five or more units will be restricted for 15 years.</u>"</p>
	<p>Pg. 4 <b>(1.1.4 Definitions)</b> Replaced: "<u>Damage Assessment: The process utilized to verify that damage at a property can reasonably be attributed to Hurricane Irma and the quantification of damages that results in the dollar value and scope of repairs necessary to repair a structure. It results in a Completed Repairs Estimate (CRE) and, if applicable, a Scope of Work Estimate (SWE) or Residential Valuation Report (RVR).</u>" <b>with</b> "<u>Damage Assessment: The initial opportunity for a Program inspection of the Hurricane Irma-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 will contain a detailed sketch of the structure along with exterior and interior photos.</u>"</p>
	<p>Pg. 5 <b>(1.1.4 Definitions)</b> Added: "<u>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.</u>"</p>
	<p>Pg. 5 <b>(1.1.4 Definitions)</b> Replaced: "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. These areas will be identified during the environmental review process for each participating jurisdiction" <b>with</b> "<u>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.</u>"</p>
	<p>Pg. 5 <b>(1.1.4 Definitions)</b> Added: "<u>Flood Hazard Area: Areas designated by FEMA as having risk of flooding.</u>"</p>
	<p>Pg. 5 <b>(1.1.4 Definitions)</b> Added: "<u>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"</u></p>
	<p>Pg. 5 <b>(1.1.4 Definitions)</b> Added: "<u>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.</u> <u>•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.</u>"</p>
	<p>Pg. 5 <b>(1.1.4 Definitions)</b> Added: "<u>Green Building Standards: All rehabilitation that meets the definition of substantial improvement, reconstruction, or new construction must meet an industry-recognized standard that has achieved certification under at least one of the following programs: (1) ENERGY STAR (Certified Homes or Multifamily High-Rise), (2) EPA Indoor Air Plus (Energy Star a prerequisite), (3) LEED (New Construction, Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development), or (4) ICC-700 National Green Building Standard.</u>"</p>
	<p>Pg. 6 <b>(1.1.4 Definitions)</b> Added: "<u>Housing Quality Standards (HQS): The HQS establish certain minimum standards for buildings. This includes new single family homes and multifamily housing as outlined in 24 CFR 982.401. The HRRP uses these standards as a guideline to identify basic living quality deficiencies that should be addressed during the construction process when there is other identifiable Irma-related storm damage. The HRRP does not conduct a certified HQS inspection.</u>"</p>

	<p>Pg. 6 (1.1.4 Definitions) Replaced: "Individual Mitigation Measures(IMM): Activities designed to mitigate and/or reduce risk beyond the predisaster condition of a housing unit when the activities are above and beyond federal, state, or local construction or code requirements. In accordance with HUD's guidance, repair of housing units and the payment of flood insurance are not IMM activities. Examples of IMM activities include: elevation above the base flood elevation level, or the addition of storm shutters, disaster proof windows, 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." with "<u>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 IMM activities. Examples of mitigation measures include: elevation above the base flood elevation level, or the addition of storm shutters, disaster proof windows, 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 stand alonestandalone activities. They must be incorporated as part of a project that is otherwise addressing eligible repairs that are necessary as a result of Hurricane Irma.</u>"</p>
	<p>Pg. 6 (1.1.4 Definitions) Mobile/Manufactures Housing Unit Definition: Added: "<u>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.</u>"</p>
	<p>Pg. 6 (1.1.4 Definitions) NFIP Definition: Removed: "<u>When the program refers to NFIP in the context of eligibility or Duplication of Benefits, the program is referring to private and public flood insurance programsthat cover structural repairs resulting from flood damages</u>"</p>
	<p>Pg. 7 (1.1.4 Definitions) (Not Suitable for Rehabilitation) Replace "The determination may be established based on the calculation that the cost of repair is close to or exceeds the cost to reconstruct." with "<u>A structure is not suitable for rehabilitation if the cost of repair is unreasonable based on program standards.</u>"</p>
	<p>Pg. 7 (1.1.4 Definitions) Replaced: "Reconstruction: Demolition and re-building of a housing unit on the same lot in substantially the same footprint and manner. 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." with "<u>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.</u>"</p>
	<p>Pg. 7 (1.1.4 Definitions) Added: "<u>Reconstruction Scope of Work Estimate (RSWE): The Damage Assessor will develop in Xactimate®, a RSWE 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.</u>"</p>
	<p>Pg. 7 (1.1.4 Definitions) Replaced: "Residential Valuation Report (RVR): When a structure has already been demolished or cannot otherwise be evaluated for repair and a Scope of Work Estimate cannot be prepared, a Residential Valuation Report may be prepared. This report takes into account the information about the previous structure that is available and yields a rough valuation of reconstruction for the structure." with "<u>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 building 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.</u>"</p>
	<p>Pg. 8 (1.1.4 Definitions) Replaced: "Scope of Work Estimate (SWE): A documented line item by line item estimate of the damages observed during an onsite visit to a homeowner's property that quantifies the materials and labor necessary to repair observed damages." with "<u>Scope of Work Estimate (SWE): A SWE is used to verify Hurricane Irma damages to the property and determine the estimated scope of work to complete the repairs to the property, andproperty and bring the property up to program standards.</u>"</p>
	<p>Pg. 8 (1.1.4 Definitions) Added: "<u>Statement of Work: The scope of work awarded to a contractor via a competitive bid process containing the repairs identified in the SWE.</u>"</p>

	Pg. 8 (1.1.4 Definitions) Added: " <u>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 (DEO) obtains the right to collect any additional disaster recovery or insurance payouts the homeowner receives for Irma damages after the homeowner has entered into a grant agreement for HRRP benefits.</u> "
	Pg. 8 (1.1.4 Definitions) Added: " <u>Substantial Completion: The completion of the Statement of Work awarded to the contractor.</u> "
	Pg. 8 (1.1.4 Definitions) Added: " <u>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.</u> "
	Pg. 8 (1.1.4 Definitions) Replaced: "Substantial Improvement: As defined in 24 CFR 55.2(b) (10) and as applicable to the HRRP, substantial improvement means any repair, reconstruction, modernization or improvement of a structure, the cost of which equals or exceeds 50% 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 made by local code enforcement, permitting, building and/or floodplain officials. The program will abide by these determinations." with " <u>Substantial Improvement: As defined in 24 CFR 55.2(b) (10) and as applicable to the HRRP, substantial improvement means any repair, reconstruction, modernization or improvement of a structure, the cost of which equals or exceeds 50% 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.</u> "
	Pg. 8 and 9 Added (1.1.5 DEO Housing Program Administration and Implementation)
	Pg. 10 Added (1.1.6 Pilot Program) and (1.1.6.1 Pilot Selection Process)
	Pg. 11 (1.2 HUD Income Limits) Replaced: "The affordability periods for single family rental units will be established by the requirements of local governments for homes repaired or reconstructed with Hurricane Irma CDBG-DR funds" with " <u>The affordability period for single family rental units and multifamily rental units of four or less will be a minimum of 1 year. Multifamily rental housing with five or more units will have an affordability period of 15 years.</u> "
	Pg. 11 (1.3 Program Requirements) Added: " <u>as defined in the Housing and Community Development Act (HCDA), Section 104 (b)(3).</u> "
	Pg. 12 (1.3 Program Requirements) Replaced: "A damage assessment/ Scope of Work Estimate (SWE) inspection must be conducted. The damage assessment must be completed in sufficient detail to obtain bids or cost estimates. Repair of the residence must bring the property into compliance with local health, safety and building codes and pass a Housing Quality Standards inspection. The project costs must be reasonable and typical in the current marketplace for projects of similar scope." with " <u>A damage assessment/Scope of Work Estimate (SWE) inspection must be conducted on both the interior and exterior of the structure to observe and record damages. The damage assessment must be completed in sufficient detail to obtain bids or cost estimates. The damage assessment checklist is included in this document as Appendix C. This requires an inspector to have full access to the property for the documentation process. The project costs must be reasonable and typical in the current marketplace for projects of similar scope.</u> "
	Pg. 12 (1.4 Registration) Added: " <u>at a minimum.</u> "
	Pg. 12 (1.4 Registration) Added: " <u>Closing of the registration period will be advertised on the program website, at a minimum.</u> "
	Pg. 13 (1.5 Applications) Added: " <u>during the open registration period.</u> "
	Pg. 13 (1.6 Priority Schedule) Added: " <u>designated by the program as vulnerability factors.</u> "
	Pg. 13 (1.6 Priority Schedule) Removed: " <u>Low, very low or extremely low incomes</u> "
	Pg. 14 (1.7 Program Education) Replaced: "Program education procedures will be outlined in a separate document." with " <u>Program education is provided through one on one interactions between homeowners and program staff members.</u> "
	Pg. 14 (1.8 Structure Types) Removed: " <u>for the Rebuild Florida HRRP rental program include traditional stick built dwelling units and Mobile/Manufactured Housing Units (MHUs). Attached structures are eligible if they are under the common roof of the damaged single structure and permanently affixed to the structure.</u> "
	Pg. 14, (1.8 Structure Types) Added: " <u>1. Traditional stick-built dwellings containing one to four units, multifamily dwellings containing five or more units, and Mobile/Manufactured Housing Units (MHUs).</u> "
	Pg. 14, (1.8 Structure Types) Added: " <u>2. Attached structures are eligible if they are under the common roof of the damaged single structure and permanently affixed to the structure.</u> "
	Pg. 14, (1.8 Structure Types) Replaced: "If repaired, the mobile home must meet HUD's Housing Quality Standards (HQS) upon completion" with " <u>If repaired, the mobile home must meet program standards upon completion</u> "
	Pg. 14, (1.8 Structure Types) Replaced: "Structures with more than four units will be considered on a case-by-case basis." with " <u>Additionally, structures with common walls/areas may only be repaired if repair costs are cost reasonable. HRRP will not reconstruct these structure types</u> "
	Pg. 14, (1.8 Structure Types) Replaced: "Public Housing Authority apartment complexes" with " <u>Public Housing Authority apartment complexes may be eligible for repair. HRRP will not reconstruct these structure types.</u> "

	Pg. 14, (1.8 Structure Types) Replaced: "7.6.Homes that are used for both residential and commercial purposes will be considered for eligibility on a case-by-case basis" with " <u>Homes that are used for both residential and commercial purposes will be considered for eligibility on a case-by-case basis; however, if the structure is approved, repairs may be limited to the residential portion.</u> "
	Pg. 15, (1.8 Structure Types) Added: " <u>Ineligible Structures</u> "
	Pg. 15, (1.9 Types of Assistance Offered) Added: " <u>Structures with common walls and areas, such as condominiums and multifamily apartment complexes may only be eligible for repair assistance.</u> "
	Pg. 15, (1.9 Types of Assistance Offered) Replaced: "See Tenant Relocation Temporary Rental Assistance Policy in Section 1.10" with " <u>See Tenant Relocation Assistance policy in Section 1.10.</u> "
	<p>Pg. 15, (1.9 Types of Assistance Offered) Added: "<u>This program does not pay for like for like replacement of materials and amenities. The program will offer standard, basic amenities to make a rental home decent, safe and sanitary and all improvements will be assessed for compliance with HUD Section 8 Existing Housing Quality Standards (HQS), and local building codes. Standard appliances that are not functioning at the time of inspection such as refrigerators, stoves and/or ovens may be replaced. Luxury items, including but not limited to, granite (or other high-end) countertops, high-end appliances, stone flooring, garage door openers, security systems, swimming pools, fences and television satellite dishes are not eligible under the HRRP. Washing machines and dryers are not eligible for replacement.</u></p> <p><u>Examples of allowable eligible repair expenses include, but are not limited to:</u></p> <ul style="list-style-type: none"> <li>•<u>Structure repairs (e.g., roof, foundation, electrical, plumbing, and windows).</u></li> <li>•<u>Limited debris removal necessary for access to the home or repair area.</u></li> <li>•<u>Mold remediation.</u></li> <li>•<u>Labor, material, and equipment rental to permanently or temporarily repair the damaged residence (carpeting, cabinetry, appliances, flooring, fixtures, doors, walls, and ceilings).</u></li> <li>•<u>Demolition costs.</u></li> <li>•<u>Installation of wells, septic tanks, electricity, HVAC and plumbing.</u></li> <li>•<u>Grading or leveling of property.</u></li> <li>•<u>Rental of Disposal and Removal Equipment (backhoes and dumpsters).</u></li> <li>•<u>Other costs or expenses associated with repairing, stabilizing, or reconstructing the property.</u></li> <li>•<u>Tree/shrub removal if tree/shrub blocked access to the home or presented a safety hazard.</u></li> </ul> <p><u>The following more specific examples are allowable activities:</u></p> <ul style="list-style-type: none"> <li>☒<u>Tarps.</u></li> <li>☒<u>Building Supplies.</u></li> <li>☒<u>Siding.</u></li> <li>☒<u>Sewer/Septic.</u></li> <li>☒<u>Paint.</u></li> <li>☒<u>Weather stripping.</u></li> </ul>
	Pg. 16, (1.9 Types of Assistance Offered) Replaced: "Size of the replacement unit will be determined using HUD Occupancy Standards where applicable" with " <u>Size of the replacement unit will be determined using information related to the damaged structure's size.</u> "
	Pg. 16, (1.9 Types of Assistance Offered) Added: " <u>All special needs requirements must be documented prior to approval.</u> "
	Pg. 16, (1.9 Types of Assistance Offered) Replaced: "Elevation with the lowest finished floor two feet above the base flood elevation (BFE) level for homes in the 100-year floodplain that are substantially damaged, substantially improved, reconstructed or replaced. Elevation height above BFE is governed by the Federal Register Notice, the bottom of the first finished floor must be two feet above BFE." with " <u>Elevation height above BFE is governed by the applicable Federal Register Notice Vol. 83, No. 28, February 9, 2018, which requires elevation of the bottom of the first finished floor to be at least two feet above the base flood elevation..</u> "
	Pg. 16,(1.11 Construction Standards) Added: " <u>, as required in Federal Register, Vol. 83, No., 28, February 9, 2018.</u> "
	Pg. 18, (1.11 Construction Standards) Replaced: "All housing units repaired or replaced must comply with the current HUD Housing Quality Standards (HQS)" with " <u>All housing units repaired or replaced must comply with program standards</u> "
	Pg. 18, (1.11 Construction Standards) Replaced: "2. Construction will comply with the Florida Green Building Standard for all new construction of residential buildings and for all replacement of substantially damaged residential buildings (i.e., where repair costs exceed 50% of replacement cost), under the Florida Green Building Coalition." with " <u>2. Construction will comply with the Florida Green Building Standard for all new construction of residential buildings and for all replacement of substantially damaged residential buildings (i.e., where repair costs exceed 50% of replacement cost as determined by the local jurisdiction).</u> "
	Pg. 19, (1.11 Construction Standards) Added: " <u>The HUD Green Building Retrofit Checklist is available at <a href="https://www.hudexchange.info/resource/3684/guidance-on-the-cpd-green-building-checklist/">https://www.hudexchange.info/resource/3684/guidance-on-the-cpd-green-building-checklist/</a></u> "
	Pg. 19, (1.12 Accessibility Standards) Added: " <u>accessible toilets</u> "
	Pg. 19, (1.12 Accessibility Standards) Added: " <u>Property owners may point out these needs during the damage assessment inspection by speaking with the program's assigned inspector.</u> "

	<p>Pg. 20, <b>(1.14 Feasibility of Repair Analysis)</b> Replaced: "3. If a local jurisdiction has issued a substantial damage determination for a slab-on-grade home residential structure located inside the 100-year floodplain, the home structure will be reconstructed and elevated. Repair is not an option. A pier and beam structure will be reviewed for repair and elevation on a case-by-case basis.." with "5. If a local jurisdiction has issued a substantial damage determination for a slab-on-grade located inside the 100-year floodplain, the structure will be reconstructed and elevated. Repair is not an option. A pier and beam structure will be reviewed for repair and elevation on a case-by-case basis."</p>
	<p>Pg. 20, <b>(1.14 Feasibility of Repair Analysis)</b> Removed: "<u>1. Slab-on-grade homes that require elevation will be reconstructed and elevated. Repair will not be an option.</u>"</p>
	<p>Pg. 20, <b>(1.15 Applicant Responsiveness)</b> Removed <u>During the application process, an applicant is required to respond in a timely fashion to program requests for information/materials to complete the eligibility process. At no time should a request for additional information go unanswered beyond 30 working days. If the applicant needs an extension, a clarification, or assistance, they may request assistance within the 30 days. If the applicant fails to provide the requested information/materials or fails to ask for an extension or assistance, the application will be placed on hold until the information is provided.</u></p> <p><u>If an applicant becomes unresponsive, the application will be closed. "Unresponsive" is defined as the failure to answer or return three consecutive phone calls, and failure to respond to written requests within program timeframes. Closure of an application for unresponsiveness may be appealed once. If a successful appeal results in the reactivation of an application, subsequent closure for unresponsiveness is not appealable. An exception to the above is for death or illness of an applicant and may be determined on a case-by-case basis.</u></p>
	<p>Pg. 20, <b>(1.15 Resiliency and Mitigation)</b> Added, <u>In compliance with HUD goals, as expressed in Federal Register Notice Vol. 83, No., 28, February 9, 2018, the program has established a Resilient Home Construction Standard to enhance property resistance to future wind-borne disaster. This standard includes resiliency and mitigation measures that are intended to provide enhanced construction materials for specific housing components including roofing, windows and doors. The Resilient Home Construction Standard will be applied to all homes that have verified Hurricane Irma repairs that remain an unmet need and which will be repaired by the program. The resiliency and mitigation options will not be available as stand-alone construction benefits, in the absence of other Hurricane Irma damage. See Section 8.2 for additional details about the Resilient Home Construction Standard.</u></p> <p><u>Resiliency and mitigation measures go above and beyond basic unmet housing repair need in order to meet HUD and DEO housing resiliency standards. DEO has selected these resiliency mitigation measures to provide Florida residents with stronger housing in the face of future disasters. As such these measures will not be included in the feasibility calculation for determining whether a home should be repaired versus reconstructed.</u></p> <p><u>Feasibility is determined by the application of a cost reasonableness test, as outlined in the 2018 State of Florida Action Plan for Disaster Recovery and as described in Section 1.154 of this manual. The cost reasonableness test will compare the cost of base repairs (excluding any enhanced resilience measures) to the program-estimated value of the home. "</u></p>
	<p>Pg. 20, <b>(1.16 Applicant Responsiveness)</b> Added, <u>During the application process, a rental property owner is required to respond in a timely fashion with program requests for information/materials to complete the eligibility process. At no time should a request for additional information go unanswered beyond 30 working days. If the rental property owner needs an extension, a clarification, or assistance, they may request assistance within the 30-day window. If the rental property owner fails to provide the requested information/materials or fails to ask for an extension or assistance, their application will be considered on hold until the information is provided.</u></p> <p><u>If a rental property owner becomes unresponsive, the application will be closed. "Unresponsive" is defined as the failure to answer or return three consecutive phone calls, and failure to respond to written requests within program timeframes. Closure of an application for unresponsiveness may be appealed once. If a successful appeal results in the reactivation of an application, subsequent closure for unresponsiveness is not appealable."</u></p>
	<p>Pg. 21, <b>(1.17 Applicant Responsibilities)</b> Added: "<u>12. Property owners must meet all requirements agreed upon in the executed legal documents required by the program.</u>"</p>
	<p>Pg. 21, 1.17: Added: "<u>13. All owners should be listed on the program application. Rehabilitation files will only require one owner to sign program forms and execute the grant agreement. Reconstruction and replacement files will require one owner to sign program forms and the grant agreement; however, any person with an ownership interest in the damaged property will be required to provide his/her/their consent to demolish the damaged structure prior to the execution of the grant agreement. HRRP is not liable for any dispute arising between property owners.."</u></p>
	<p>Pg. 21-22, <b>(1.17 Applicant Responsibilities)</b> Removed: "<u>Property owners must meet all requirements agreed upon in the executed legal documents required by the program.</u></p> <p><u>3. All owner-occupants should be listed on the Program application. Owners who are not occupants may be listed on the application but are not required to be. Rehabilitation files will only require one owner-occupant to sign Program forms and execute the Grant Agreement. Reconstruction and replacement files will require one owner-occupant to sign Program forms and the Grant Agreement; however, any non-applicant with an ownership interest in the Damaged Property will be required to provide his/her/their consent to demolish the damaged structure prior to the execution of the Grant Agreement. HRRP is not liable for any dispute arising between owner-occupants and non-occupant owners."</u></p>

	<p>Pg. 22, (1.18.1 Fair Housing Complaints) Added: <u>"DEO certifies that the HRRP will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d), the Fair Housing Act (42 U.S.C. 3601– 3619), and implementing regulations, and that it will affirmatively further fair housing."</u></p>
	<p>Pg. 23, (1.19 Anti-Fraud and Compliance Policies) Replaced: "HUD requires policies to prevent fraud, waste and abuse." with <u>"The Office of the Inspector General's Act of 1978 requires policies to prevent waste, fraud, and abuse."</u></p>
	<p>Pg. 23, (1.20 Files, Records and Reports) Replaced: "DEO will abide by the Procurement process mandated by Federal and State Government codes as they are applicable to the program. The procurement process includes the decision to purchase as well as the process to complete the purchase. The federal government has established a set of procurement rules at 2 CFR Part 200.317-326 that apply to CDBG-funded projects. These rules are in place to ensure that federal dollars are spent fairly and encourage open competition for the best level of service and price. If a conflict between Federal and local procurement regulations should occur, the more stringent regulation will be followed.." with <u>"In accordance with 24 CFR 570.490, DEO is required to maintain all program and project-related documentation such as financial records, supporting documentation, and statistical records. Records must be retained for a period of not less than five (5) years after the physical year of the grant closeout or three (3) years after grant close-out with HUD, whichever is longer."</u></p> <p><u>At a minimum, the following types of records are required to be established for each subrecipient:</u></p> <ul style="list-style-type: none"> <li>•<u>Records providing full description of each activity;</u></li> <li>•<u>Records verifying that activity meets national objectives;</u></li> <li>•<u>Records related to demonstrating eligibility of activities;</u></li> <li>•<u>Records required to document activity related to real property;</u></li> <li>•<u>Records documenting compliance with the fair housing and equal opportunity requirements;</u></li> <li>•<u>Financial records and reports required by DEO;</u></li> <li>•<u>Performance reports required by DEO; and</u></li> <li>•<u>Records supporting any specific requirements of the grant. "</u></li> </ul>
	<p>Pg. 23-24, (1.21 State and Federal Audits) Added: <u>Audits Audit activities are a routine component of CDBG-DR activities and can be conducted by state and/or federal agencies for financial, operational, or programmatic purposes.</u></p> <p><u>The State of Florida has an Auditor General (AG) that acts as independent external auditor. The AG conducts audits of accounts and records of state agencies to determine whether financial resources are properly accounted for; public officials comply with applicable laws, rules, regulations, and other legal requirements; proper and effective internal controls are in place over entity operations; and assets are properly safeguarded. The State has the right to audit, and all aspects of the HRRP are subject to review and audit.</u></p> <p><u>Additionally, DEO's Office of Inspector General (OIG) has two separate functional areas—one area that conducts audits to add value and to improve an agency's operations and the other area to investigate waste, fraud, and abuse claims and hotline complaints, which can also occur in CDBG-DR programs.</u></p> <p><u>On the federal level, HUD's OIG conducts preliminary research (a survey) and/or audits of disaster recovery programs, which is typically done once programs are underway and funds have been expended by a grantee. Through HUD OIG's audits and evaluative and investigative efforts, the OIG works to ascertain that disaster assistance funds have been expended as Congress intended "</u></p>
	<p>Pg. 24, (1.22 Procurement Requirements) Added, <u>DEO will establish compliant standards for construction. To ensure full and open competition, construction contractors will be qualified through a competitive solicitation process in accordance with Florida Statutes Chapter 287 and will follow 24 CFR 570.487(g) at a minimum. Contractors will comply with section 3 of the Housing and Urban Development Act of 1968 (12. U.S.C. 1700lu) and implementing regulations at 24 CFR part 153. Contractors selected under DEO will ensure that low and very low-income persons; particularly directing opportunities to local residents and businesses that meet the qualifications of the project. Contractors will make every effort to recruit, target, and direct opportunities to Section 3 residents and businesses as well as notifying Section 3 residents about training opportunities. DEO will provide Contractors with helpful resources to maximize these efforts including, but not limited to, a Section 3 Business Registry, and examples of training and employment opportunities. Additional requirements and clarification on procurement requirements can be found at <a href="http://www.floridajobs.org/docs/default-source/office-of-disaster-recovery/hurricane-irma/irma-comprehensive-policies-and-procedures-draft-5-3-2019.pdf?sfvrsn=2">http://www.floridajobs.org/docs/default-source/office-of-disaster-recovery/hurricane-irma/irma-comprehensive-policies-and-procedures-draft-5-3-2019.pdf?sfvrsn=2</a>."</u></p>
	<p>Pg. 24, (2.0 Single Family Rental)</p>
	<p>Pg. 25, (2.0 Single Family Rental) Added: <u>"3. 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;"</u></p>
	<p>Pg. 25 (2.0 Single Family Rental) Replaced: <u>Proof of ownership and applicant is current on all loan obligations for the property ; with Proof of ownership at the time the disaster damage occurred and maintained ownership;</u></p>
	<p>Pg. 25 (2.1 Hurricane Irma Damage) Removed: HRRP will verify by inspection that the <u>home was damaged using a damage verification process.</u></p>
	<p>Pg. 25 (2.1 Hurricane Irma Damage) Added: <u>4. If a property owner was denied assistance by FEMA, assistance through the CDBG-DR program may still be available as long as damages can be tied back to Hurricane Irma. DEO prohibits the denial of assistance by FEMA to be used as a sole basis for the denial of CDBG-DR assistance.</u></p>

	<p>Pg. 25, <b>(2.2 Location) Replaced:</b> "<i>The damaged property must be located in the HUD-or state-designated MID areas of: Brevard, Broward, Clay, Collier, Duval, Hillsborough, Lee, Miami-Dade, Monroe, Orange, Osceola, Palm Beach, Polk, St. Lucie, Volusia counties; 32084, 32091, 32136, 32145, 32771, 33440, 33523, 33825, 33870, 33935, 34266 ZIP codes. For Mobile/Manufactured Housing Units (MHUs), the damaged MHU must have been located in one of these areas at the time of the storm. Alternatively, the property may be located in a non-MID designated area that received a Presidential disaster declaration in response to Hurricane Irma.</i>" <b>With, "According to the Federal Register Vol. 83, No. 28, February 9, 2018 and Vol. 83, No. 157, August 14, 2018, the damaged property must be located in the HUD- or state-designated MID areas of: Alachua, Baker, Bradford, Brevard, Broward, Charlotte, Citrus, Clay, Collier, Columbia, DeSoto, Dixie, Duval, Flagler, Gilchrist, Glades, Hardee, Hendry, Hernando, Highlands, Hillsborough, Indian River, Lafayette, Lake, Lee, Levy, Manatee, Marion, Martin, Miami-Dade, Monroe, Nassau, Okeechobee, Orange, Osceola, Palm Beach, Pasco, Pinellas, Polk, Putnam, Sarasota, Seminole, St. Johns, St. Lucie, Sumter, Suwannee, Union, Volusia counties; 32068, 32084, 32091, 32136, 32145, 32771, 33440, 33523, 33825, 33870, 33935, 34266 ZIP codes. For Mobile/Manufactured Housing Units (MHUs), the damaged MHU must have been located in one of these areas at the time of the storm. Alternatively, the property may be located in a non-MID designated area that received a Presidential disaster declaration in response to Hurricane Irma."</b></p>
	<p>Pg. 26, <b>(2.3 Proof of U. S. Citizenship or Lawful Permanent Resident) Added:</b> <b><u>The Program will comply with the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 ("PRWORA") in determining eligibility for assistance. U.S. Citizens or Lawful Permanent Residents are eligible to receive benefits under this Program. 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 Resident to ensure Program eligibility.</u></b>  <b><u>The documentation needed to verify U.S. Citizenship or Lawful Permanent Resident may include, but is not limited to, the following:</u></b></p> <ul style="list-style-type: none"> <li>• <b><u>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.</u></b></li> <li>• <b><u>In the event a REAL ID compliant Driver's License or Identification Card is not available, applicants that have confirmed assistance using FEMA IA or SBA data for property assistance will be considered verified using this method since both FEMA and SBA validate legal residency as part of their application process.</u></b></li> <li>• <b><u>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:</u></b>  <b><u>Resident Alien Card;</u></b>  <b><u>U.S. Birth Certificate (verified against government issued photo ID); or</u></b>  <b><u>U.S. Passport or Certificate of Naturalization."</u></b></li> </ul>
	<p>Pg. 26, <b>(2.4 Ownership) Added:</b> "Legal entities such as LLCs, corporations or businesses having ownership of the damaged property at the time of Hurricane Irma are an eligible form of ownership but must demonstrate that the entity has approved a resolution to apply for the program."</p>
	<p>Pg. 27, <b>(2.7 Property Type) Added:</b> "<u>Single Family structures are defined as residential structures containing four or fewer units, and multifamily structures contain five units or more.</u>" This includes non-owner occupied duplexes, tri-plexes and quadraplexes.</p>
	<p>Pg. 28, <b>(2.9 Certification Requirements to Receive Assistance) Added:</b> "<u>Please see Multifamily Rental Eligibility Requirements section located under Part 3 to see eligibility requirements specific to multifamily housing under HRRP.</u>"</p>
	<p>Pg. 28-32, <b>(3.0 Multifamily Rental Eligibility Requirements) Added:</b> Entire <a href="#">Multifamily Rental Eligibility Requirements</a> sections <b>(3.1 Hurricane Irma Damage), (3.2 Location), (3.3 Ownership), (3.4 Use of Property), (3.5 Property Taxes), (3.6 Property Type), (3.7 Income Limits for Tenants), (3.8 Financial Solvency of Owner), (3.9 Cost Reasonableness of the Project), (3.10 Rent Requirements), (3.11 Ineligible Applications), (3.12 Davis-Bacon Act Compliance), (3.13 Broadband Infrastructure), (3.14 Certification Requirements to Receive Assistance) and (3.15 Long Term Compliance Requirements)</b></p>
	<p>Pg. 33, <b>(4.1 Overview) Added:</b> "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."</p>
	<p>Pg. 35, <b>(4.6 The Small Business Administration (SBA) ) Added for clarification,</b> "As of June 29, 2019, HUD has issued new DOB guidance that may impact how and when SBA loans are treated with respect to DOB under the Irma housing repair and replacement projects. DEO will update this section of the guidelines upon final policy determination. Such policy may be retroactive. In the event that the policy would impact applicants whose awards have already been processed at the time of the policy update, DEO may recalculate the previous awards and update award amounts consistent with new policy."</p>



Pg. 35 (4.7 Allowable Cost of Repairs) Replace: "Applicants may have used benefits received from insurance, SBA and FEMA or other sources to make repairs to their Hurricane Irma-damaged property. The HRRP may be able to deduct verifiable amounts of these expenditures from the DOB assessment. The applicant will be required to document repairs made to the home with receipts and photographs. Copies of all receipts that support repairs to the home must be provided to the program to document eligible expenditures. HRRP will accept self-certifications when calculating the amount of repairs if the applicant lacks receipts to document all or part of the cost of repairs." With: "Rental property owners who used benefits received from insurance, SBA, and FEMA or other sources to make repairs to their Hurricane Irma-damaged property and can document these expenditures may be able to deduct verifiable amounts of these expenditures from the DOB assessment. This means that the original DOB amount assessed by HRRP can be reduced by the amount the property owner spent on verifiable eligible repairs.

The property owner will be required to document repairs made to the home with receipts and photographs. Copies of all receipts that support repairs to the home must be provided to the program to document eligible expenditures. HRRP will accept self-certifications when calculating the amount of repairs if the property owner lacks all receipts and all proof of payments to document the total cost of repairs. In instances where home repair receipts do not fully account for the repairs completed, HRRP will evaluate the repairs documented in the Self-Certification of Repairs and determine the value of the storm-related repairs performed by conducting a Completed Repairs Estimate (CRE). For self-certification, the following requirements apply:"

Pg. 36, (4.12 Calculating the Amount of DOB Offset) Removed: " Whether the home was repaired to code;"  
Replaced The documentation provided by the applicant and the value assigned by HRRP, as required, will be totaled and compared to the benefits received for Hurricane Irma home repairs. If the total benefits received exceed the documented amount of home repair or reconstruction expenses, then the shortfall may be deducted from the applicant's program award. Applicants with funding gaps must fund the shortfall in order to complete construction. If an applicant elects to fund a shortfall, the applicant must secure the funding before the time of signing the contract. Repair expenses in excess of the prior benefits received will not be reimbursed by the program." With: "The value of eligible repairs, as determined by HRRP, will be compared to the total amount of DOB. If the DOB amount exceeds the documented amount of repair expenses, then the difference between the two amounts will be deducted from the property owner's award. This is referred to as a DOB gap.

Applicants with DOB gaps must fund the shortfall in order to complete construction. If an applicant elects to fund a shortfall, the applicant must secure the funding before the time of signing the Grant Agreement. Repair expenses in excess of the prior benefits received will not be reimbursed by the program."

Pg. 37, (5.1 Overview) Replaced: All federal regulations regarding lead-based paint, environmental review, housing quality standards, procurement, labor standards, etc. apply to this program. If issues are identified with an application, an application may be required to undergo additional reviews, and this may take additional time to resolve. The program will perform an environmental review and on-site inspection of damages upon completion of all third-party verification required by HRRP. An environmental review must be performed on each applicant's property for that property, and thus the applicant, to be eligible for the program. Applicants will be notified in writing, at the application submission stage, to cease any work in progress on a damaged residence until the environmental review is complete. Applicants who do not cease work may not be eligible for the program. The program inspector will note work that has been started and/or completed. With: All federal regulations regarding procurement, labor standards, environmental reviews including lead-based paint requirements apply to this program. Application may require additional review as issues are resolved which may extend the review process timeframe. The program performs an on-site inspection of damages upon completion of all third-party verification required by HRRP as well as an environmental review. Environmental reviews are required to be performed on each homeowner's property to be eligible for the program. Property owners are notified in writing at the application submission stage to cease any work in progress on a damaged residence until the environmental review is complete. This notice is provided in the acknowledgment section of the online application. Homeowners who do not cease work may not be eligible for the program. The program inspector must have full access to the property to note any work that has been started and/or completed.

Pg. 38, **(5.4 Environmental Review)** Replaced: "Additionally, all applications must pass a federally-required site specific environmental review which contains a statutory checklist of required review items. The review will be performed at the program's expense. Site specific reviews will include the review of HUD defined environmental review topics, each of which may result in a site visit to the applicant property for further investigation.  
Any issue that cannot be cleared through the environmental review process will need to be mitigated either before or during program construction. The program may pay for mitigation of issues identified during the environmental review if it is deemed an eligible activity. Applicants will receive all federally required notifications." With: "**Additionally, all applications must pass a federally required site-specific Tier II environmental review which contains a statutory checklist of 15 required review items; some of which may be deemed to be categorically excluded because of not being applicable to the project such as Sole Source Aquifers. The categories addressed in Tier I/Tier II include:**  
**1. Historic Preservation, including State Historic Preservation Office and Tribal Reviews and National Historic Landmark;**  
**2. Floodplain Management and Flood Insurance;**  
**3. Wetlands;**  
**4. Coastal Zone Management Act;**  
**5. Sole Source Aquifers;**  
**6. Endangered Species Act;**  
**7. Wild & Scenic Rivers Act;**  
**8. Air Quality;**  
**9. Farmland Protection Policy Act;**  
**10. Environmental Justice;**  
**11. Noise Abatement and Control;**  
**12. Siting of HUD-Assisted Projects Near Hazardous Operations;**  
**13. Toxic Chemicals and Gases, Hazardous Materials, Contamination, and Radioactive Substances;**  
**14. Airport Clear Zones and Accident Potential Zones; and**  
**15. Coastal Barrier Resources Act/Coastal Barrier Improvement Act. This environmental review will be performed at the program's expense. A site-specific review includes a review of HUD-defined environmental review topics.**"

Pg. 40, **(7.1 DOB Gap Funding)** Replaced: Escrowed & Supplemental Funds  
"Applicants must provide funding to cover gaps in the cost of construction if there is a gap in funding caused by a DOB. Additional funds provided by applicants will be escrowed to be used during the construction of the home. Applicants may not escrow funds for construction activities such as upgrades, additions or other unnecessary activities. Applicant-provided funds that are put into escrow for DOB will count toward the CDBG-DR cap limits. All escrowed funds will be drawn down first, prior to the use of program funds."  
 With: DOB Gap Funding  
**"Applicants must provide funding to cover gaps in the cost of construction if there is a gap in funding caused by a Duplication of Benefits. Additional funds provided by applicants will be deposited into a DOB Gap Funding Account to be used during the construction of the home. Applicants may not utilize DOB Gap Funding for construction activities such as upgrades, additions or other unnecessary activities. Applicant-provided funds that are put into the DOB Gap Funding Account for DOB will count toward the CDBG-DR cap limits. All DOB Gap Funding will be drawn down first, prior to the use of program funds.**  
**There will be three checks for DOB throughout the process: (1) during the eligibility review of a homeowner's file, (2) prior to the execution of the Grant Agreement, and (3) prior to the processing of the final draw of funds."**

Pg. 40, **(7.2 Lead-Based Paint)** Changed to **(Lead-Based Paint and Asbestos Hazard Identification)**

	<p>Pg. 40, <b>(7.2 Lead-Based Paint and Asbestos Hazard Identification)</b> Added information to clarify hazards testing as applicable to rehabilitation versus reconstruction projects. <b>Added</b> "Projects that will be reconstructed will result in the demolition and removal of the structure, and therefore any potential lead hazards associated with the structure. As such, no lead based paint testing will be conducted on reconstruction projects." <b>Added</b> "Federal asbestos regulations for testing and identification of asbestos apply to "facilities" as defined by those regulations. Housing does not meet this definition and is therefore exempt from the testing and identification requirements. Additionally, the State of Florida does not have any state level requirements for asbestos testing in housing projects. However, federal health and safety standards and materials handling and disposal requirements for asbestos containing materials still apply at the construction phase.</p> <p>During the environmental review process, DEO has created a special condition for any home that was constructed prior to 1989 that indicates that testing may be required. As this is a very expensive process to undertake as a general condition of housing rehabilitation, the program has determined that asbestos testing, mitigation and air monitoring activities will be undertaken when suspect asbestos containing materials (ACM) will be impacted by the rehabilitation or reconstruction activities only." <b>Added</b> "For rehabilitation projects, contractors will identify any suspect ACM during construction. If suspect ACM is identified, the contractor will be required to stop work and request a change order for asbestos testing. If asbestos testing results confirm the presence of ACM that will be impacted by the rehabilitation process, the contractor will provide a containment or mitigation plan to encapsulate or remove the ACM in accordance with proper health and safety standards. DEO will approve a change order for the increase in project scope to cover the containment or mitigation work, along with costs for air monitoring/clearance.</p> <p>For reconstruction projects where the home to be reconstructed was originally built prior to 1989, the demolition of the home and removal of the building materials will result in the removal of any potential ACM. Contractors are to follow all federal requirements for worker and occupant safety, as well as materials handling and disposal."</p>
	<p>Pg. 41, <b>(7.3 Development Costs for Repaire Projects)</b> Removed: "<u><i>A mandatory preconstruction meeting will be conducted on site to review the scope of work and answer any questions. Any additional scope noted during this visit will be added to the SWE and feasibility of the project will be reassessed.</i></u>"</p>
	<p>Pg. 41, <b>(7.4 Replacement Mobile/Manufactured Housing Units (MHUs) )</b> Removed: "<u><i>For Mobile/Manufactured Housing Units (MHUs), standard floor plans that meet program Green Building Standards will be available. Size and configuration of bedrooms will be determined based on HUD occupancy standards, as applicable.</i></u>" <b>With:</b> "<u><i>For Mobile/Manufactured Housing Units (MHUs) greater than 5 years old and/or with more than \$15,000 worth of Hurricane Irma (including hard and soft construction costs) will be replaced. Standard floor plans that meet program standards will be available. Size and configuration of bedrooms will be determined based on size of the damaged structure.</i></u>"</p>
	<p>Pg. 41 and 42, <b>(7.5 Reconstruction Determinations and Plan Selection)</b> Replaced: "<u><i>The program will establish an eligible price per square foot cost factor to establish a replacement allowance for the home plus a separate cost of elevation, if required. The program will then multiply the eligible square footage, as determined in the previous paragraph, by the applicable price per square foot cost factor to determine the cost of a comparable replacement unit.</i></u>" <b>With:</b> "<u><i>The program will utilize estimating software and the eligible room dimensions, considering room type, to develop a comparable replacement estimate. This estimate will include standard or builder grade materials and will account for like-for-like replacement.</i></u>"</p> <p style="text-align: right;"><b>Replaced:</b> "<u><i>If an applicant's project is calculated as less than the 75% threshold for reconstruction, the project will proceed as a repair project. If the relative percentage of damage is equal to or more than 75% of the reconstruction amount, the applicant's award will be a reconstruction award.</i></u>" <b>With:</b> "<u><i>The Repair Estimate value that is used in the formula pertains only to the base repairs, absent any mitigation or resiliency measures. If the relative percentage of the base estimate is equal to or more than 75% of the reconstruction estimate, the program benefit will be reconstruction or replacement.</i></u>"</p> <p><b>Added:</b> "<u><i>The program will build the home to the Energy Star Certified Home standard [applicable to Florida. Information about these standards are available at: <a href="https://www.energystar.gov/newhomes/homes_prog_reqs/florida">https://www.energystar.gov/newhomes/homes_prog_reqs/florida</a> for new home construction].</i></u>" <b>Removed:</b> "<u><i>Variations to the methodology described above may be required to meet HUD Occupancy Standards. In such cases, the variance will be documented, and such documentation will constitute justification for the variance.</i></u>"</p>
	<p>Pg. 42, <b>(7.6 Contractor Assignments and Construction Agreement)</b> Added: The word "reconstruction" to the 3rd sentence.</p>

	<p>Pg. 42, (7.7 Contract Execution Documents) Replaced:</p> <ul style="list-style-type: none"> <li>• <u>Agreement to maintain flood insurance and notify future owners (if in 100-year floodplain)</u></li> <li>• <u>Subrogation Agreement</u></li> <li>• <u>Applicant/Contractor Agreement</u></li> <li>• <u>Applicant/DEO Grant Agreement</u></li> <li>• <u>Work Write-Up Document</u></li> <li>• <u>Escrow Agreement (if applicable)</u></li> <li>• <u>Any other documents required by HRRP</u></li> </ul> <p style="text-align: right;">With:</p> <p><b><u>1. Grant Agreement,</u></b>  <b><u>2. Agreement to maintain flood insurance and notify future owners (if in 100-year floodplain),</u></b>  <b><u>3. Award Acknowledgement Letter,</u></b>  <b><u>4. Subrogation Agreement, and</u></b>  <b><u>5. Any other documents required by HRRP.</u></b></p>
	<p>Pg. 43, (7.8 Notice to Proceed) Replaced: "<u>Notice to Proceed is given after HRRP approves the contract and performs all administrative assignment procedures; the applicant or tenant belongings are removed from the home (if necessary); the contractor obtains necessary permits; and utilities are terminated (if applicable).</u>" With: "<b><u>Notice to Proceed is given after HRRP approves the contract and performs all administrative assignment procedures. This is the point at which the homeowner is notified to vacate and remove belongings from the home (if necessary), the contractor obtains necessary permits, and utilities are terminated (if applicable).</u></b></p> <p><b><u>Notice to begin construction will be issued to the contractor upon proof that bonds have been provided, permits have been obtained and any other site preparatory conditions have been met. This will constitute the start of the contractual performance period for construction.</u></b>"</p>
	<p>Pg. 43, (7.9 Contractor Requirements) Replaced: "<u>7) The contractor is required to attend pre-construction meeting with the applicant and a HRRP representative.</u></p> <p><u>8) Upon receiving a Notice to Proceed from HRRP, contractors will begin work within 15 days. Any contractors who disturb the site prior to receiving a Notice to Proceed will automatically lose their contract and funding with no recourse.</u>" With: "<b><u>7. Contractors should not disturb the site prior to receiving a notice to begin construction.</u></b></p> <p><b><u>8. Upon completion, the property must meet applicable program building standards.</u></b></p> <p style="text-align: right;">Replaced: "<u>Such warranty will be stipulated in the construction contract. For the specified period in the warranty, from the time of final inspection, the assisted applicant may require the contractor to correct defects or problems arising from his or her work under this contract. Should the contractor fail to do so, the assisted applicant may take any necessary recourse by contacting HRRP. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two weeks to respond</u>" With: "<b><u>For the specified period in the warranty, from the time of final inspection, the assisted applicant may require the contractor to correct defects or problems arising from his or her work under this contract. Should the contractor fail to do so, the assisted applicant may take any necessary recourse by contacting HRRP. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two weeks to respond.</u></b>"</p>
	<p>Pg. 44, (8.1 Overview) Added: "<b><u>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.</u></b>"</p>
	<p>Pg. 44 and 45, (8.2 Resilient Home Construction Standards) Added entire <u>Resilient Home Construction Standards</u> section.</p>

Pg. 46, (8.4 Repair and Reconstruction Progress Inspections) Replaced: "HRRP will perform site visits for each repair project at the request of the contractor at pre-determined stages during critical construction activities as described in the Contract Execution Documents. These visits will occur after all required municipal code enforcement, and/or third-party inspections have taken place."

**With:** "Upon 50% completion of the Statement of Work, the contractor will notify the HRRP and request a 50% inspection of the construction activities completed. The Program's Project Manager will conduct the 50% inspection to evaluate the contractor's progress, confirm that local building codes or standards have been met and verify that the construction activities have been completed in accordance with the Statement of Work. If the inspection fails, the Contractor must correct any deficiencies and request a reinspection. In order for the contractor to request a 50% inspection, the following conditions must be met:

- The building shall be in a "dried in" state meaning windows, doors, roof and siding shall be in place, thus preventing water intrusion into the interior of the house.
- The rough-in plumbing shall be complete.
- The electrical rough-in shall be completed, including (but not limited to) the placement of receptacle boxes, switch boxes and the placement of the circuit breaker box.
- The 50% inspection will be conducted utilizing the Scope of Work Estimate (SWE) provided by DEO.

Upon passing the inspection, including any additional clearances required, the contractor may submit a 50% invoice package for the items completed with all required documentation. Upon successful completion of the 50% invoice package review, payment will be issued to the contractor, less a retainage of 10%. The 50% inspection and payment can be waived by the HRRP and contractor, in writing, on a case-by-case basis. Instances in which the 50% inspection and payment can be waived include, but are not limited to:

- Reducing the risk of compromising inspection standards providing a decent, safe and sanitary environment.
- Limited scope of work encompassing primarily roof damage or minor repairs.
- Efforts to expedite project completion to prevent further damage to the homeowner's home."

Pg. 46 and 47, (8.5 Substantial Completion Inspection and Warranty Information) Replaced: Final Inspection and Warranty Information

"The final inspection is used to verify that the work was done according to the plans and specifications and meets the program construction standards. Once construction has been completed, the contractor will request a final site visit to guarantee that all work outlined in the contract has been satisfactorily completed according to the appropriate state and local codes and standards and the home meets the housing standards. The final site visit confirms that all work has been completed and been accepted by building code enforcement and-or third-party Inspectors including all items on a punch list. Contractors must provide all warranties prior to the inspectorsigning a final inspection form. Photographs will be taken for documentation purposes. At this time, the applicant will be provided instruction booklets and warranty information." **With:** Substantial Completion Inspection and Warranty Information

"Once the contractor has completed all construction activities outlined in the Statement of Work, the contractor will request a Substantial Completion inspection to guarantee that all work has been satisfactorily completed according to the appropriate state and local codes and standards and accepted by all appropriate building code enforcement and third-party inspectors, and that the home meets HUD Housing Quality Standards (HQS) as defined in the Definitions section of this document. The homeowner has the right to sign off on the Substantial Completion Inspection; however, the HRRP reserves the right to waive the applicant's signature if the HRRP deems all repairs have been completed and the applicant delays signing.

During the Substantial Completion inspection, the DEO Project Manager and contractor will develop a punch list comprised of a listing of items and written as specifications, which constitute the remaining work necessary to complete the project. The punch list will represent work not performed satisfactorily and/or work yet to be done. Once the punch list has been prepared, no other separate work items are expected of the contractor. If the punch list contains more than ten items, the contractor shall be deemed not ready for inspection, and subject to a re-inspection where a new punch list will be prepared. For each re-inspection required, a fee not to exceed \$225 shall be assessed.

Contractors must provide all warranties prior to the inspector approving the Substantial Completion Inspection. Photographs will be taken for documentation purposes. At this time, the applicant will be provided instruction booklets and warranty information. The final site visit confirms that all work has been completed and been accepted by building code enforcement and/or third-party inspectors including all items on the punch list."

Pg. 47, (8.6 Re-Inspections) Replaced: "Should the HRRP personnel observe any fault(s) during inspections, the contractor will be informed of the fault(s) and be provided a written report of the findings. When the contractor has remedied the fault(s), he may request a re-inspection to be performed. Failed inspections may result in the assessment of an additional fee to the construction contractor for re-inspection." **With:** "Should the HRRP observe any fault(s) during inspections, the construction contractor will be informed of the fault(s) and be provided a written report of the findings. When the construction contractor has remedied the fault(s), construction contractor may request a re-inspection to be performed at a time no earlier than 48 hours from the request. A re-inspection fee, in an amount not to exceed \$225 per re-inspection, may be assessed and will be the responsibility of the construction contractor."

	Pg. 47, <b>(8.7 Change Orders) Replaced:</b> <i>"All Change Orders will be reviewed for cost reasonableness and eliqibility."</i> <b>With:</b> <i>"All Change Orders will be reviewed for eligibility and cost reasonableness as defined in 2 CFR 200 Subpart E."</i>
	Pg. 47, <b>(8.8 Method of Payment/Invoice) Added:</b> entire <i>Method of Payment/Invoice</i> section.
	Pg. 48, <b>(9.0 Post Construction) Changed:</b> (8.0 Affordability Compliance) to (9.0 Post Construction) and Moved: Affordability Compliance to a Sub-Section) (9.1 Affordability Compliance), Added: Sub-Sections, (9.2 Closeout Review), (9.3 Subrogation) and (9.4 Recapture)
	Pg. 48, <b>(9.1 Affordability Compliance) Removed:</b> <i>"rental property for single family rental units affordability periods will be established by the requirements of local governments, if up to 7 units."</i> <b>Added:</b> <i>"• One- to four-unit small rental properties must be maintained as affordable rental units for a minimum period of one year. • Multifamily properties with five or more units must be maintained as affordable rental units for a minimum period of 15 years." "</i>
	<p>Appendix B, Pg. B-1, <b>Removed:</b> <i>Program Reconsideration</i>  <i>"Throughout the process, decisions will be made on an application and/or project to be delivered. The decisions are made based on statutes, codes of federal regulation, local administrative code, state and local guidelines as they are interpreted by the Program. This policy guides the process for an applicant or contractor requesting program reconsideration of decisions made by the HRRP.</i>  <b>Grounds to request reconsideration of a decision</b> . Applicants who have applied for funding for disaster recovery may only request reconsideration of the disposition of a program decision on one or more of the following:</p> <ol style="list-style-type: none"> <li><i>1. Eligibility items related to ownership, occupancy, storm damage, and property taxes.</i></li> <li><i>2. Procedural error where the application was not processed by program staff in accordance with program policies and procedures</i></li> <li><i>3. The amount of funding the applicant is eligible to receive</i></li> <li><i>4. Duplication of Benefits estimates</i></li> <li><i>5. Construction issues</i></li> </ol> <p><i>A contractor may only request reconsideration for the issues related to draw payment or failure to meet benchmark construction deadlines.</i>  <b>Reconsideration request of local program decision.</b> <i>A party requesting reconsideration must file a written request for reconsideration with the HRRP to request a review not later than 30 days after the date the action to be reconsidered has occurred or when notice has been provided. The written request must include specific information relating to the challenge of the HRRP decision. HRRP will acknowledge receipt of the request. HRRP will respond in writing to the request no later than 15-working days after the date of receipt of the request. The response may take one of the following actions:</i></p> <ol style="list-style-type: none"> <li><i>1. Acknowledgment of receipt of the request for reconsideration and notification that the review of the applicant file may take longer than 15 working days;</i></li> <li><i>2. Request for additional supporting documentation or information from the applicant;</i></li> <li><i>3. Status of the investigation and estimated timeframe for decision; or</i></li> <li><i>4. Final determination of the issue:</i> <ol style="list-style-type: none"> <li><i>a. Concur with the request and make the appropriate adjustments to the staff member's decision; or</i></li> <li><i>b. Disagree with the request and provide the basis for rejecting the request for reconsideration to the party.</i></li> </ol> </li> </ol> <p><i>Should an applicant disagree with the result of a request for reconsideration, the applicant will be provided with a notice of administrative right to appeal and instructions for the appeal process. In addition, applicants have the opportunity to file an</i></p>
	Appendix B, PG. B-1, <b>Replaced:</b> <i>"In accordance with 24 CFR 91 Citizen Participation Plan and 24 CFR 570.486(a) (7), the HRRP has developed the reconsideration, appeals and complaints process. Through the reconsideration process, applicants have a mechanism for requesting further review on a decision made on their file. Once exhausting the reconsideration process, should an applicant disagree with the result of the request for reconsideration, the decision of the HRRP can be further reviewed through an agency informal appeals process. Program policies are not appealable. In addition, citizens may file complaints- both formal and informal- which will be responded to in 15 working days."</i> <b>With:</b> <i>"In accordance with 24 CFR 91 Citizen Participation Plan and 24 CFR 570.486(a) (7), the HRRP has developed the DEO informal appeals and complaints process. Through the informal appeals process, applicants have a mechanism for requesting further review on a decision made on their file. Program policies are not appealable. In addition, citizens may file complaints- both formal and informal- which will be responded to in 15 working days."</i>

Appendix B, Pg. B-1, **Replaced:** "DEO Informal Appeal: Once exhausting the reconsideration process, should an applicant disagree with the result of the request for reconsideration, the decision of the HRRP can be further reviewed through an agency informal appeals process. A party requesting a DEO informal appeal must file a written request for informal appeal not later than 30 days after the date of the decision of reconsideration request or when notice has been provided. In an informal appeal, DEO will conduct investigations, as necessary. In addition, an informal appeals hearing will be held, as necessary. Normally, the informal appeals hearing will be held by telephone with all involved parties on a conference call. After a complainant files the request for a DEO informal appeal, the following events will occur:

1. A Notice of Hearing will be mailed, listing the date, time and contact information for the scheduled hearing
2. Once the appeal hearing is complete, a decision of the result will be distributed." **With:** "DEO Informal Appeal: The decision of the HRRP can be further reviewed through an agency informal appeals process. A party requesting a DEO informal appeal must file a written request for informal appeal within 30 days of the reconsideration decision and notice to appeal. In an informal appeal, DEO will conduct investigations, as necessary. In addition, an informal appeals hearing will be held, as necessary. The informal appeals hearing will be held by telephone with all involved parties on a conference call. After the request for a DEO informal appeal is filed, the following events will occur:

1. A Notice of Hearing will be mailed, listing the date, time and contact information for the scheduled hearing.
2. Once the appeal hearing is complete, a decision of the result will be distributed.

Citizens may file an informal appeal through the Disaster Recovery email at [CDBG-DRAppeals@deo.myflorida.com](mailto:CDBG-DRAppeals@deo.myflorida.com) or submit by postal mail to the following address:

Attention: Office of Disaster Recovery, Special Deputy Myakka Slater  
Florida Department of Economic Opportunity  
Division of Community Development  
107 East Madison Street  
Tallahassee, FL 32399. "

Appendix B, Pg. B-1, **Replaced:** " Depending on whether or not material facts are disputed in the petition, a hearing will be conducted pursuant to either sections 120.569 and 120.57(1), Florida Statutes, or sections 120.569 and 120.57(2), Florida Statutes. Pursuant to section 120.573, Florida Statutes, and Chapter 28-106, Part IV, Florida Administrative Code, mediation is available to settle administrative disputes. Any petition must be filed with the Agency Clerk within 30 calendar days of receipt of DEO's determination

If an applicant files a request for reconsideration or informal appeal, the requirement to timely file a petition challenging agency action will be tolled until a decision under either method is rendered by the Department. At that time a new appeal window will begin. No applicant will lose their rights under Chapter 120, Florida Statutes, by filing a request for reconsideration or request for informal appeal." **With:** "If an applicant files a request for a DEO informal appeal, the requirement to timely file a petition challenging agency action will be tolled until a decision is rendered by the Department. At that time, a new appeal window will begin. No applicant will lose their rights under Chapter 120, Florida Statutes, by filing a request for informal appeal."

Appendix B, Pg. B-3, **Added:** "Citizens may file a written complaint through the Disaster Recovery email at [CDBG-DR@deo.myflorida.com](mailto:CDBG-DR@deo.myflorida.com) or submit by postal mail to the following address:

Attention: Rebuild Florida Constituent Services  
Florida Department of Economic Opportunity  
Division of Community Development  
107 East Madison Street  
Caldwell Building, MSC 160"

**Added:**Contractor Fraud

"If any construction contractor or other individual directly contacts an applicant fraudulently claiming to be associated with the Rebuild Florida program, the applicant should not provide any identifying information. Rebuild Florida representatives will have official badges with his or her photograph and name, and applicants will receive official communications from Rebuild Florida before anyone arrives at his or her home. Should an inspector or contractor arrive at an applicant's address unexpectedly, the applicant should reach out to the Program immediately by calling 844-833-1010.

In addition to contacting the Rebuild Florida program, an applicant is encouraged to contact the Attorney General's Office directly regarding contractor fraud by either of the following options:

1. Call 1 (866) 9NO-SCAM (866-966-7226) or;
2. Submit a contractor fraud complaint electronically at [MyFloridaLegal.com](http://MyFloridaLegal.com) by clicking on "General Complaints" on the home screen and following the instructions."

**Added:** [Appendix C: Damage Assessment Checklist](#)

