



# 2021 Winter Storm Single Family Home Repair Program Guidelines

Version 1.0

Approved: XX/XX/2025

## **Amendments**

These guidelines may be amended either administratively or by vote of the Houston City Council per [HCDD Policy #01-01: Governing Documents](#).

## **Contact Us**

It is our mission to make participating in the Program as straightforward and expedient as possible while remaining fully compliant with the conditions of this federal award. We welcome feedback from beneficiaries and the general public regarding how we can improve our service to Houstonians. We further encourage interested parties to reach out to their federal elected officials and provide feedback.

We welcome any questions or feedback regarding this document. If you would like to file a complaint or appeal, please refer to section 10 for instructions. If you would like to report potential fraud, waste, or abuse, please refer to section 11 for instructions.

For all other inquiries, we can be reached at the following:

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## Table of Contents

Document Control.....	7
Term Definitions.....	8
Program Summary .....	13
Program Eligibility.....	14
<b>1 Eligible Activities .....</b>	<b>14</b>
<b>2 Ineligible Activities .....</b>	<b>14</b>
<b>3 CDBG-DR National Objectives .....</b>	<b>15</b>
Program Pathways and Phases .....	15
<b>4 Reimbursement Pathway.....</b>	<b>15</b>
<b>(a) Priority Submission.....</b>	<b>16</b>
<b>(b) Reimbursement Pathway Participant Phases.....</b>	<b>17</b>
<b>(c) Eligibility Criteria for reimbursement .....</b>	<b>17</b>
<b>(d) Expenses for Reimbursement.....</b>	<b>17</b>
<b>Eligible Expenses for Reimbursement.....</b>	<b>18</b>
<b>Ineligible Expenses for Reimbursement.....</b>	<b>18</b>
<b>5 Rehabilitation and Reconstruction Pathways.....</b>	<b>19</b>
<b>(a) Priority Submission.....</b>	<b>19</b>
<b>(b) Rehabilitation and Reconstruction Pathway Participant Phases</b>	<b>20</b>
<b>Rehabilitation.....</b>	<b>20</b>
<b>Reconstruction.....</b>	<b>20</b>
Eligibility.....	20
<b>6 Participant Eligibility .....</b>	<b>21</b>
<b>(a) Income.....</b>	<b>21</b>
<b>(b) Child Support .....</b>	<b>21</b>
<b>(c) Debt .....</b>	<b>22</b>
<b>(d) Death of Eligible Participant.....</b>	<b>22</b>
<b>(e) Estate Planning .....</b>	<b>22</b>

(f) <b>Duplication of Benefits</b> .....	23
(g) <b>SBA Loans</b> .....	24
(h) <b>Unmet Need</b> .....	24
<b>7   Property Eligibility</b> .....	24
(i) <b>Ineligible Property</b> .....	25
(j) <b>Property Ownership</b> .....	26
Other Requirements .....	27
<b>8   Participation Requirements</b> .....	27
<b>9   Insurance Requirements</b> .....	28
<b>10  Other Requirements</b> .....	29
(a) <b>Cost Reasonableness</b> .....	29
(b) <b>Disaster Affected</b> .....	30
(c) <b>Environmental and Floodplains</b> .....	30
(d) <b>Green Building Standards</b> .....	31
(e) <b>Liens</b> .....	33
(f) <b>Mortgages</b> .....	33
(g) <b>Primary Residency</b> .....	33
(h) <b>Prior Claims and Insurance</b> .....	34
(i) <b>Property Taxes</b> .....	34
Program Process.....	34
<b>11  Application</b> .....	34
Pre-Construction and Reimbursement .....	36
<b>12  Initial Inspection</b> .....	36
<b>13  Reimbursement</b> .....	36
<b>14  Environmental Review</b> .....	37
<b>15  Pre-Construction Conference</b> .....	38
<b>16  Temporary Relocation Assistance Participation Terms</b> .....	38
Construction .....	38
<b>17  Progress Inspections</b> .....	39

<b>18 Change Orders .....</b>	<b>39</b>
<b>19 Final Inspection .....</b>	<b>39</b>
<b>20 Certificate of Completion and Owner Acceptance .....</b>	<b>39</b>
Program Withdrawals .....	39
<b>21 Voluntary Withdrawal.....</b>	<b>39</b>
<b>22 Administrative Withdrawal.....</b>	<b>40</b>
Compliance and Monitoring.....	41
<b>23 Recapture Policy .....</b>	<b>41</b>
<b>24 Compliance Period .....</b>	<b>42</b>
<b>25 Monitoring.....</b>	<b>42</b>
<b>26 Insurance Verification.....</b>	<b>42</b>
<b>27 Payoff Statements .....</b>	<b>42</b>
<b>28 Release of Liens.....</b>	<b>42</b>
<b>29 Project Closeout .....</b>	<b>43</b>
Contractor Information.....	43
<b>30 Contractor Procurement .....</b>	<b>43</b>
Cross-cutting Federal Requirements .....	43
<b>31 The Federal Privacy Act of 1974, as Amended .....</b>	<b>43</b>
<b>32 Americans with Disabilities Act (ADA) .....</b>	<b>44</b>
<b>33 Audit Requirements .....</b>	<b>45</b>
<b>34 Affirmative Marketing and Outreach .....</b>	<b>45</b>
<b>35 Limited English Proficiency.....</b>	<b>45</b>
<b>36 Suspension and Debarment.....</b>	<b>46</b>
<b>37 Environmental Review .....</b>	<b>46</b>
<b>38 Renovation, Repair, and Painting Rule .....</b>	<b>46</b>
<b>39 Asbestos.....</b>	<b>47</b>
<b>40 Complaints .....</b>	<b>47</b>
<b>41 Appeals .....</b>	<b>47</b>
<b>(a) Tier 1 Appeals.....</b>	<b>48</b>

<b>42</b>	<b>Conflicts of Interest</b>	49
<b>43</b>	<b>Fraud, Waste, and Abuse</b>	49
<b>44</b>	<b>Davis-Bacon Labor Standards</b>	49
<b>45</b>	<b>Equal Employment Opportunity</b>	50
<b>46</b>	<b>Fair Housing Act</b>	50
<b>47</b>	<b>Fair Labor Standards Act</b>	51
<b>48</b>	<b>Financial Management</b>	52
(a)	Finance Department	52
(b)	The City Controller	53
(c)	Single Family Home Repair Division	53
(d)	Single Family Division	53
(e)	Finance Division	53
(f)	Planning and Grants Reporting Division	53
(g)	Program Income	53
<b>49</b>	<b>Minority- and/or Woman-Owned Business Enterprises</b>	54
<b>50</b>	<b>Section 3</b>	54
<b>51</b>	<b>Pay or Play</b>	55
<b>52</b>	<b>Residential Anti-Displacement</b>	55
(a)	Uniform Relocation Act (URA)	55
<b>53</b>	<b>Insurance and Property Management</b>	56
<b>54</b>	<b>Record Keeping and Retention Requirements</b>	56
(b)	Access to Records (State of Texas- City)	57
<b>55</b>	<b>Reporting</b>	58
	File Management	58
	Change Log	59
•	Original Version	59

## Document Control

While this document is the primary document governing how this program is administered, these guidelines are controlled by applicable laws, statutes, and requirements at the federal, state, and local level. Every attempt is made by HCDD to update this document to reflect changes “upstream.” However, in cases of conflict between this document and a controlling, upstream document, the upstream document controls. Examples of upstream documents include, but are not limited to:

- A. Applicable laws, statutes, and requirements set by the federal government or the State of Texas;
- B. Relevant notices from the U.S. Department of Housing and Urban Development published in the Federal Register;
- C. City of Houston Code of Ordinances;
- D. Mayoral Policies and Procedures, such as:
  - 1. Mayor’s Policies;
  - 2. Executive Orders;
  - 3. Administrative Policies; and/or
- E. City of Houston’s Action Plan for 2021 Winter Storm.

In cases where the conflict concerns a requirement, the more stringent requirement controls unless otherwise determined by the Director of HCDD to the extent of applicable laws and requirements.

## Term Definitions

**Acceptance Form** – A written statement issued by the HCDD and signed by the Participant and a witness, stating that all work has been satisfactorily completed in accordance with the Work Write-Up and/or Plans and Specifications.

**Affidavit of Heirship** – A sworn testament that identifies the heirs of a deceased property owner, recorded in the Deed records in the county where the Property is located.

**AMI** – Area Median Income

**Applicant** – A potential Program Participant who has applied for services under this Program.

**Baseline Schedule** - the schedule of the work to be performed by certain dates, as determined by the Contractor and approved by the Director in connection with the Scope of Work.

**Certificate of Compliance** - issued by the City to the Participant and signed by a city inspector stating that all work has been duly inspected and found to comply with the Building Code requirements.

**Change Order** - an amendment to the work and/or contract price pertaining to a particular project, submitted by Contractor and approved by Participant and the Director in writing in accordance with the Project Documents and the 2021 Winter Storm Guidelines.

**City** – The City of Houston, unless otherwise specified.

**Co-Applicant** – An additional applicant, if any, receiving assistance along with a primary applicant.

**Community Development Block Grant Disaster Recovery (CDBG-DR)**- funding made available under the Continuing Appropriations Act, 2023 (Pub. L. 117-180, Division A) and The Disaster Relief Supplemental Appropriations Act, 2022 (Pub. L 117-43).

**Compliance Period** – Participant must comply with Occupancy Requirements for 3-years in the Rehabilitation and Reconstruction pathway which begins on the date of when the Participant signs the Acceptance of Completion.

**Contractor** – a City procured qualified professional or company responsible for executing repairs, Rehabilitation and Reconstruction activities in the Program.



**Damage Assessment** – is the process of evaluating the physical condition of a property to identify damages sustained as a result of the 2021 Winter Storm.

**Deed** – A legal document that transfers ownership of a property from one party to another.

**Deed of Trust** - The legal document placing a lien between the Homeowner and City of Houston in which the legal title to the Property is transferred to a trustee, identified as the Director of HCDD.

**Default** – refers to an occurrence where a Participant fails to meet the requirements outlined in the Program Documents including but not limited to Tri-Party Agreement, Promissory Note, Deed of Trust and any other related Program Documents.

**Director** - the Director of HCDD or their successor(s) or designee(s).

**Disability** – An individual who suffers from:

- A Physical or mental impairment that substantially limits one or more major life activities of such individual;
- A record of such an impairment; or
- Being regarded as having such an impairment.

The term “disability” shall be interpreted consistent with the definition under Section 504 of the Rehabilitation Act of 1973, as amended by the Americans with Disabilities Act Amendments Act of 2008. This definition does not change the definition of “disability” or “disabled person” adopted pursuant to a HUD program statute for purposes of determining an individual’s eligibility to participate in a housing program that serves a specified population.<sup>1</sup>

**Note:** The definition of “disability” shall be construed broadly in favor of expansive coverage, to the maximum extent permitted (This has the effect of prioritizing elderly or disabled Houstonians in need of services under this Program).

**Disaster Recovery Project** – Any project that uses Community Development Block Grant Disaster Recovery (CDBG-DR) funding.

**Duplication of Benefits**– Any assistance received for the same purpose as the CDBG-DR funds were provided.

**Elderly** – An applicant who is at least 62 years of age.

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<sup>1</sup> Per [24 CFR § 5.151](#)

**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. This is also known as a Special Flood Hazard Area (SFHA).
- “500-year Floodplain” — the geographic area defined by FEMA as having a 0.2 percent chance of being inundated by a flooding event in any given year. The Houston Special Flood Hazard Areas (HSFHA) include both 100- and 500-year Floodplains under the City's Code of Ordinance.

**Forgivable Loan** - a form of a loan, secured by a Deed of Trust, that is deferred and then forgiven at the end of the Compliance Period if all terms and conditions of the 2021 Winter Storm Program have been met.

**HCDD** – The City of Houston’s Housing and Community Development Department.

**HSFHA** – The Houston Special Flood Hazard Area, defined under [Chapter 19](#) of the City’s Code of Ordinances.

**Household Member** – Related family members, unrelated people such as foster children, wards who share the housing unit, a person living alone in a housing unit or a group of unrelated people sharing a housing unit.

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

**Occupancy Requirement** – a condition within the Program or agreement that requires the Participant to own and occupy the Property as the Primary Residence during the Compliance Period.

**Participant** – An Applicant deemed eligible to receive assistance under the Program.

**Personally Identifiable Information (PII)** – Information protected by the Privacy Act of 1974 that can be used to distinguish individual’s identity.

**Plans and Specifications** – a detailed itemized list approved by the Director that provides instructions to the Contractor for the work to be done on the Property, which may include drawings, as applicable.

**Primary Residence** - the home where a person usually lives. It is considered a person's legal residence for tax and mortgage purposes.

**Program** – The City of Houston’s 2021 Winter Storm Single Family Home Repair Program, unless otherwise specified in the document.

**Project Documents** – includes the Master Contractor Agreement, the Plans and Specifications, the Work Write-Up, Change Orders approved and executed by the Director (if any), the 2021 Winter Storm Guidelines and the procedures adopted pursuant thereto, Baseline Schedule, Notice to Proceed, Certificate of Compliance, Deed of Trust, Promissory Note, Project Initiation Document, Acceptance Form, and all other documents pertaining to, or executed in connection with the Work.

**Project Initiation Document** – a form issued by HCDD that is provided to the Participant, describing the Participant’s, Contractor’s and City’s pre-construction roles and responsibilities.

**Promissory Note** - a written, legally binding document in which one party promises to pay a specific sum of money to another party at a predetermined time or on demand. It outlines the terms of the loan, including the amount borrowed, the interest rate (if any), the repayment schedule, and any collateral involved. The Promissory Note will reflect the amount of the Grant executed by Participant and payable to the City.

**Property** – residential dwelling, including land and building, that qualifies for repairs, Rehabilitation, or Reconstruction under the Program’s guidelines. This includes Properties that have already undergone Rehabilitation and are subject to the reimbursement pathway.

**Reconstruction** – Projects with costs in excess of fifty percent of the pre-storm fair market-value or the maximum cap for Rehabilitation of \$100,000. The total construction cost including Change Orders, if any, cannot exceed \$300,000 unless authorized by the Director.

**Rehabilitation** – The process of making repairs to a property to remove life, health, or safety hazards, with a cost up to \$100,000 including Change Orders.

**Scope of Work** - the estimated amount and nature of repair, rehabilitation, and/or reconstruction work necessary to be provided by a Contractor in order to repair, rehabilitate or reconstruct the Property.

**Subrogation Agreement** – an agreement between the Participant and the City which relates to reimbursement to the City of any duplicative assistance paid to the Participant, if Participant receives an award of CDBG-DR funds from the City, insurance company, or other source that relates to the same Property and the same, substantially similar, or overlapping Scope of Work. The Subrogation and Assignment Agreement will be made a part of all Tri-Party Agreements where applicable.

**Transfer on Death Deed (TODD)** – in the State of Texas it is a legal document that allows property owners to designate one or more beneficiaries to inherit real estate upon the owner's death, without the need for probate.

**Tri-Party Agreement-** a legally binding agreement that is signed by the City, Participant(s) and Contractor for CDBG-DR funding and Rehabilitation, or Reconstruction activities for the Property assisted through the Program.

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## Program Summary

In February 2021, Houstonians were impacted by a severe winter storm that disrupted their power and water source. The U.S. Department of Housing and Urban Development (HUD) announced that the City of Houston will receive \$50,095,000 in Community Development Block Grant Disaster Recovery 2021 (CDBG-DR) funding to support long-term recovery efforts following the 2021 Winter Storm through the Office of the Assistant Secretary for Community Planning and Development.

Community Development Block Grant-Disaster Recovery (CDBG-DR) funding is designed to address needs that remain after all other assistance has been exhausted. These guidelines will detail how CDBG-DR funds will be utilized to address the remaining unmet need within the City of Houston. The 2021 Winter Storm (“Winter Storm Uri”) was a severe weather event in which a record amount of snow and ice impacted the entire State of Texas, including the City of Houston. The 2021 Winter Storm lasted 5 days, February 13 -17, 2021. On February 20, 2021, the President of the United States approved a Texas Disaster Declaration.

The 2021 Winter Storm Single Family Home Repair Program Guidelines (the Program) is designed to provide disaster relief, long-term recovery, restoration of homes, and mitigation within the City of Houston’s (the City’s) stock of single-family homes. The Program will accomplish this by providing reimbursement OR Reconstruction/Rehabilitation services to Low- and Moderate-Income (at or below 80% of Area Median Income for the Houston Metropolitan Area<sup>2</sup>) Houstonians with unmet needs resulting from the 2021 Winter Storm ([FEMA Disaster No. 4586](#)). The Program is funded by HUD’s allocation announced in the relevant Federal Register Notice.

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<sup>2</sup> The Area Median Income (AMI) is generated annually by the U.S. Department of Housing and Urban Development (HUD)

## **Program Eligibility**

### **1 Eligible Activities**

General Housing activities allowed under applicable CDBG-DR regulations; Housing and Community Development Act (HCDA) Section [105\(a\)\(1\)](#), [105\(a\)\(4\)](#), [105\(a\)\(11\)](#) and [24 CFR §570.202](#) to be performed by this Program include, but may not be limited to:

- A. Reimbursement, Rehabilitation and Reconstruction of owner-occupied single-family detached unit;
- B. Hazard mitigation;
- C. ADA measures;
- D. Temporary relocation assistance, and
- E. Other disaster-related activities that restore and/or improve the City of Houston housing stock such as Rehabilitation and Reconstruction for the recovery of impacted single-family housing.

### **2 Ineligible Activities**

Ineligible activities include, but are not limited to:

- A. Forced mortgage payoff;
- B. Incentive payments to households that move to disaster-impacted Floodplains;
- C. Properties that served as secondary housing during or following the disaster, are not eligible for assistance;
- D. Properties located in a regulatory floodway.

E. Properties where the following criteria are met:

1. If the combined household income is greater than 80% of AMI for the Rehabilitation and Reconstruction of a house;
2. If the combined household income is greater than either 120% of AMI or the national median for reimbursement for repairs caused by the 2021 Winter Storm.
3. The Property was in a 100-year or 500-year Floodplain at the time of the disaster, and the property owner did not maintain flood insurance on the damaged Property even when the property owner was required to obtain and maintain such insurance under applicable Federal law on such Property.

### **3 CDBG-DR National Objectives**

This Program is required<sup>3</sup> to address a national objective with all activities funded under this Program. The national objective used will be 24 CFR § 570.208(a), 570.208(c), activities benefiting Low- and Moderate-Income (LMI) persons and urgent need.

## **Program Pathways and Phases**

Participants may receive home repair services through one of the following pathways:

- Reimbursement Pathway; or
- Rehabilitation and Reconstruction Pathway.

While the Program will make every effort to collaborate with Participants in selecting the ideal pathway for the Participant's need, the final decision for services lies solely with the Program.

**Note:** Participants can only benefit from one pathway. Participants in the reimbursement pathway are not eligible for Rehabilitation or Reconstruction, and vice versa.

### **4 Reimbursement Pathway**

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<sup>3</sup> [88 FR 3198, Sec. II.A. – Clarification of Disaster-Related Activities](#)

**Total Budget:** \$1,656,978

**National Objective:** LMI Benefit, Urgent Need

**Compliance Period:** None (grant only)

**Max Award:** up to \$6,000 per household

The reimbursement pathway is designed to assist Participants who have already made repairs to remediate direct and/or indirect damage(s) to their home caused by the storm.

**Note:** Indirect damage from the 2021 Winter Storm can be defined as secondary or consequential impacts that arise due to the initial 2021 Winter Storm. This damage is not the direct result of the freezing itself but occurred as a result of the conditions created by the 2021 Winter Storm.

Participants who have completed partial or full repairs on their homes may be eligible for reimbursement of eligible expenses paid prior to applying to the Program for work performed. Documentation must be available to show proof of the eligible work and cost associated up to \$6,000.

Acceptable proof of documentation are:

- A. Receipts;
- B. Invoices;
- C. Insurance claims;
- D. Request for assistance from other source; or
- E. Dated pictures with a self-certifying notarized Affidavit.

If self-certifying without the appropriate documentations listed above, the reimbursement will be determined by the City based on a visual inspection. The level of reimbursement will be based solely on standard repair and material cost.

**(a) Priority Submission**

The application period for the reimbursement pathway will open to all interested parties at the same time. Participants will be prioritized based on Area Median Income (AMI), age, and whether there is a disabled Household Member.



Complete applications received by the submission deadline will be served on a first-come, first-served basis by assigning each application to the appropriate Participant phase.

**Note:** Incomplete applications will be denied.

Completed applications received after the priority deadline may be served based on the assigned phases on a first come, first served basis (pending funding availability).

#### **(b) Reimbursement Pathway Participant Phases**

Participants will be assigned a phase based on their AMI and whether they are Elderly or have a Household Member with a Disability status (as applicable)<sup>4</sup>.

**Phase 1:** Elderly (62 years or older) or disabled Household Member at or below 80% AMI;

**Phase 2:** Households at or below 50% AMI;

**Phase 3:** Households at or below 80% AMI; then

**Phase 4:** Households at or below 120 percent AMI.

#### **(c) Eligibility Criteria for reimbursement**

Federal regulations require reimbursement costs for Rehabilitation to a Property to be:

- A. Within the same footprint as the pre-storm condition;
- B. Necessary expenses related to authorized recovery purposes;
- C. Paid within 1-year of the date of the disaster; and
- D. Subject to a DOB analysis.

#### **(d) Expenses for Reimbursement**

The 2021 Winter Storm Single-Family Home Repair Program reimbursement pathway allows reimbursement for eligible 2021 Freeze related home repair

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<sup>4</sup> As per [24 CFR § 5.151](#)

costs that were not paid by another funding source. All costs must be appropriate and typical for standard, modest housing in Houston. All repairs must be completed prior to the application date.

**Eligible Expenses for Reimbursement**

- A. Repair and other post-storm recovery activities include but are not limited to: Construction costs for completed repairs (permanent repairs to eliminate the root cause of the problem).
- B. Rental of generator associated with loss of power from the 2021 Freeze
- C. Mold remediation
- D. Downed or damaged tree removal
- E. Access ramps, wheelchair platform lifts, elevator
- F. Temporary repairs damages to prevent future loss (examples: repair of roof leaks, entryways, etc.)

**Ineligible Expenses for Reimbursement**

Ineligible repairs include, but are not limited to, the following.

- A. Construction of outbuildings (examples: detached garages, sheds, etc.)
- B. Outdoor sprinkler systems
- C. Pools and hot tubs (or any other outdoor water feature)
- D. Decking beyond what is required by city code
- E. Fence construction
- F. Post-storm additions (rooms added to original pre-storm structure)

- G. Outdoor showers
- H. Outdoor fireplaces
- I. Indoor fireplaces (unless the ONLY source of heat supply)
- J. Miscellaneous non-structural, cosmetic or luxury items
- K. Elevation Any enhancement or luxury-grade materials used on eligible repairs will not be reimbursed
- L. Personal property (examples: non-critical appliances, vehicles, furniture, clothing, playground equipment, satellite dishes, AC window units, and security systems)

## **5 Rehabilitation and Reconstruction Pathways**

The Rehabilitation and Reconstruction pathways are designed to assist program Participants who have not made repairs to remediate the direct and/or indirect damage to their homes caused by the storm.

**Total Budget:** \$38,449,272

**National Objective:** LMI Benefit

**Compliance Period:** 3 year secured with a lien on the Property in a form of a zero percent interest, deferred, Forgivable Loan.

**Max Award (Rehabilitation):** up to \$100,000 per household

**Max Award (Reconstruction):** up to \$300,000 per household

### **(a) Priority Submission**

The application period will open to all interested parties at the same time. Participants with complete applications received by the priority submission deadline will be assigned phases and served based on Area Median Income (AMI), age, Disability status, and fund availability on a first-come-first-served basis.

Completed applications received after the priority submission deadline (pending funding availability) may be served based on assigned phases on a first come, first served basis.

**Note:** Incomplete applications will be denied.

**(b) Rehabilitation and Reconstruction Pathway Participant Phases**

Participants who have submitted a complete application by the submission deadline, will be assigned a phase based on their AMI and whether they are Elderly or there is a Household Member with a Disability. The phases are:

**Phase 1:** Elderly (62 years or older) or disabled Household Member at or below 80% AMI;

**Phase 2:** Households at or below 50% AMI; then

**Phase 3:** Households at or below 80% AMI.

**Rehabilitation**

Under the Rehabilitation and Reconstruction Pathway, all Program eligible owner-occupied single-family detached units located within the City of Houston city limits will initially be evaluated to receive Rehabilitation assistance.

**Reconstruction**

Program Participants will be eligible for the Reconstruction Pathway if the estimated costs to rehabilitate a Participant's home exceeds:

- A. Fifty percent of the pre-storm fair market value; or
- B. The maximum cap for Rehabilitation (over \$100,000)

All Participants may not qualify for the Reconstruction pathway. The Program will not reconstruct the home if Rehabilitation is feasible and compliant with program requirements.

**Note:** If a home is substantially damaged and the Participant does not accept HCDD's recommendation for Reconstruction, then the Participant will be required to sign the voluntary withdrawal form and be administratively withdrawn from the Program.

**Eligibility**

The Participant, Co-Applicant if any, all adult Household Members, and Property must be deemed eligible per Program Guidelines to qualify for assistance. The Participant Co-Applicant if any must provide complete and accurate information regarding their Property ownership interest, household composition, total household income, and employment status in applicable documents submitted to HCDD. The Program may request additional documentation from Participants to support eligibility at any time during the application and award process.

In an effort to reduce Fraud, Waste and Abuse, the program staff must follow up all online or paper submission of documents with visual or in person interview and a review and validation of documents for authenticity.

Documentation may also be requested during the Compliance Period, if applicable. It is expected that there will be more eligible Participants than can be served with available CDBG-DR funds. Meeting the eligibility requirements does not guarantee assistance.

**Note:** Failure to disclose accurate and complete information will affect eligibility.

## **6 Participant Eligibility**

This subsection details the criteria that must meet to be deemed eligible to qualify for the Program. An intake/eligibility specialist will provide pertinent information regarding eligibility, estate planning, temporary relocation, and pathways.

### **(a) Income**

This Program will primarily serve households with annual total household income at or below 80% AMI, as published by HUD. HCDD uses HUD annually updated Houston- Woodlands- Sugar Land, TX HUD Metro Fair Market Rate (FMR) Area dataset to determine income eligibility.

Program staff will use the “Part 5 Annual Income” definition to calculate and verify Participant’s income for the purpose of determining eligibility.

### **(b) Child Support**

If any Household Members 18 years of age or older who are mandated by a court of law to provide child **support** payments must:

- A. be current on child support payments; or
- B. be on a court-approved child support payment plan in good standing.

An intake/eligibility specialist will verify child support payments by requesting a child support affidavit. Additionally, the intake/eligibility specialist will verify child support payment status by requesting a financial

activity report from the Office of the Attorney General for Household Members up to 62 years of age.

**(c) Debt**

Participant and any Co-Applicant(s) cannot have active abstract(s) of judgment filed against them at the time of award.

**(d) Death of Eligible Participant**

If a Participant receiving assistance in the form of repairs (as opposed to reimbursement) becomes deceased after the repairs have begun or during the Compliance Period, and there is a Co-Applicant, then the Co-Applicant will continue the original terms of the Project Documents. If there is no Co-Applicant, then the surviving heirs can opt for one of the following options:

- A. Loan Payoff: Surviving heirs can pay off the remaining loan amount according to the terms established in the Deed of Trust and Promissory Note, and a Release of Lien will be initiated by the City.
- B. Loan Modification: HCDD will allow surviving heirs to assume the original terms of the loan and reside in the home as their Primary Residence for the remainder of the Compliance Period.
- C. If a Participant passes away after application, but before construction begins (before the Tri-Party Agreement), and there is a Co-Applicant, then the Co-Applicant shall continue their responsibilities under the Project Documents, including any applicable Compliance Period.
- D. If a Participant receiving assistance becomes deceased before the Tri-Party Agreement is executed and there is no Co-Applicant, then the surviving heir(s) may apply to participate in the Program.

**(e) Estate Planning**

Participants must have a duly executed Transfer on Death Deed filed with the county clerk's office of the county where the Property is located. The Transfer on Death Deed must be compliant with applicable state law, including but not limited to Chapter 114 of the Texas Estates Code.

Resources for creating a Transfer on Death Deed can be found from the [Texas Access to Justice Commission \(TAJC\)](#).

**Note:** The City cannot provide legal assistance in creating a Transfer on Death Deed. Applicants may be eligible for free or low-cost legal assistance from non-profit legal firms that provides legal services to qualified persons in the Greater Houston Area

**(f) Duplication of Benefits**

Federal law prohibits Duplication of Benefits (DOB) to Participants who may be able to receive (or have received) assistance from another party (e.g. private (homeowner) insurance or another federal or state program) for the same purpose. HCDD will follow all applicable federal, state, and local laws, including HCDD Policy [#26-02: DR21 Duplication of Benefits SOP](#) when determining any DOB.

A. Each Participant must attest to any assistance already received towards eligible repairs and reimbursements. The amount of this assistance will be deducted from the total assistance given by HCDD. The remainder (the “unmet need”) is the maximum allowable assistance under federal law.

B. HCDD will ensure compliance through the collection, analysis, and verification of third-party benefits received by Participants. HCDD may verify Participants’ information against information obtained from private insurance, the Small Business Administration (SBA), the Federal Emergency Management Agency (FEMA), and/or volunteer organizations (including in-kind assistance) used for the same purpose that the HCDD award is intended to assist.

C. Participants must certify that they understand this requirement as part of the Participant’s contract documents with the City.

If the Participant obtained a subsidized short-term loan to pay for eligible costs before CDBG–DR funds became available (for example, a low-interest loan from a local tax increment financing fund), the reimbursement of the costs paid by the loan does not create a duplication. Additionally, the amount of a subsidized loan that is declined or cancelled is not a DOB. To exclude declined or cancelled loan amounts from the DOB calculation, the Participant must provide documentation to HCD that all or a portion of the subsidized loan was cancelled or declined.

**(g) SBA Loans**

Subsidized loans that are declined or canceled are not counted as a Duplication of Benefits<sup>5</sup>.

A. HCDD must notify the SBA that the Participant has agreed to not take any actions to reinstate the cancelled loan or draw any additional undisbursed loan amounts.

B. Participants must also notify the SBA and/or relevant financial institutions that they have agreed not to take any actions to reinstate a cancelled loan or draw any additional undisbursed loan amounts. The Program will require documentation as proof.

C. SBA disaster loans will be counted as a Duplication of Benefits, provided the assistance was used toward a loss suffered as a result of the 2021 Winter Storm.

All Participants will be required to sign a Subrogation Agreement permitting the City to recover any duplicative assistance that may be issued to the Applicant after the time of original award if the payout is in connection to the 2021 Freeze and would have counted as a DOB.

**(h) Unmet Need**

This Program is intended to serve Participants whose Primary Residence was directly and/or indirectly damaged by the 2021 Winter Storm and either have property damage that requires reimbursement for completed repairs, Rehabilitation, or Reconstruction. This Program is not intended to serve Participants who currently own other viable housing; however, this does not apply to Participants who are renting an apartment or home due to uninhabitability of their own home.

**7 Property Eligibility**

To be considered eligible for Rehabilitation or Reconstruction, the Property must meet the following requirements:

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<sup>5</sup> [FR-6169-N-01](#)



- A. Not located in a floodway;
- B. Property must be located within the City of Houston city limits;
- C. Sustained damage from the 2021 Winter Storm;
- D. Environmentally cleared, Please refer to the Environmental Review portion of the Crosscutting Federal Requirements.
- E. Cost for Rehabilitation and Reconstruction are reasonable and consistent with market costs at the time and place of construction.
- F. Participant and any Co-Applicant must be current on mortgage or be on a payment plan in good standing;
- G. Property taxes must be current or on an approved payment plan that is in good standing or have an exemption under current laws;
- H. Participant and any Co-Applicant must not have any liens, other than a first lien mortgage and/or a City imposed lien on Property at the time the award is distributed;
- I. Must be the Participant and any Co-Applicant's Primary Residence;
- J. Must be owner-occupied with no tenants/occupants renting their home; and
- K. Must be a traditional detached, stick-built, single-family dwelling.

**(i) Ineligible Property**

Under the Rehabilitation and Reconstruction pathways, the Property types listed below will not be eligible for assistance; however, Participants of these housing types, may be eligible to receive reimbursement provided they meet the reimbursement eligibility criteria. Ineligible properties includes but are not limited to:

- A. Manufactured or mobile homes;
- B. Multifamily units (4-units or more)
- C. Townhomes
- D. Condominiums
- E. Rental properties, and
- F. Secondary/vacation homes.

**(j) Property Ownership**

The Property must be owned and occupied by the Participant and Co-Applicant, if any, and serve as the Participant's Primary Residence at the time of the 2021 Winter Storm (February 13-17, 2021), at reimbursement or at the time of Rehabilitation and Reconstruction and at the time the award is distributed, unless such damages resulting from the 2021 Winter Storm rendered the home uninhabitable. Proof of ownership will be verified through acceptable forms of documentation that include but not limited to the following:

- A. Recorded Deed
- B. Mortgage documentation
- C. Proof of Homestead Exemption
- D. Affidavit of Heirship

Additional supporting documents will include, but not limited to, the following.

- E. Utility statements
- F. Driver's license, state issued identification card, or voter registration card
- G. Participant's private insurance policy showing as Primary Residence
- H. Affidavit of Facts
- I. Other documentation deemed acceptable by HCDD

If the Participant acquired the Property as a successor in interest to the holder of recorded title, and not through a Deed, the Participant must provide an Affidavit of Heirship and present documentation in accordance with the [Texas Government Code § 2306.188](#), as amended. The Participant must also provide evidence that the Participant is listed as the Property owner in the records of the local appraisal district/tax office where the Property is located.

These requirements do not establish record ownership or otherwise alter legal ownership of real Property. The City is not liable to any claimed owner of an interest in real Property for administering financial assistance.

## Other Requirements

### 8 Participation Requirements

- A. Participants must execute Project Documents to receive the Forgivable Loan that includes the Promissory Note, Deed of Trust, Tri-Party Agreement, Acceptance Homeowner Certification, Subrogation Agreement and any applicable loan documents.
- B. Participants must agree to a limited subrogation of any future awards related to 2021 Winter Storm, which helps ensure compliance with DOB requirements.
- C. Participants must adhere to Occupancy Requirements for the 3-year Compliance Period. Participant must maintain primary

residency in the assisted Property consecutively and throughout the length of the Compliance Period, if applicable.

D. Participants must continue to make payments on mortgages and ensure the Participant remains current on its mortgage payments, if any. The City will not pay or compensate for any existing liens or mortgages on properties.

E. Participants must agree to the Forgivable Loan and the Compliance Period (if applicable) and all other requirements related to participating in this Program. Participants must understand that failure to comply with Program requirements may result in repayment or other measures designed to elicit compliance and achieve the CDBG national objectives.

F. Forgiveness of the loan (if applicable) will be reduced on a prorated basis by one third annually over the course of the 3-year Compliance Period. The percentage will occur each year on the date of the signed Acceptance Form with 100% of the loan being forgiven and the lien satisfied at the termination of the Compliance Period.

G. Should a Participant allow additional liens to be recorded against the Property, sell or otherwise convey their ownership interest in the Property or cease to use the Property as their Primary Residence during the Compliance Period (excepting inheritance upon death), the Participant shall be in Default and the outstanding balance owed under the note shall become immediately due and payable.

H. Participants who Default on the terms of the City's note will repay either the prorated amount or the full amount of the note. The calculated Default may be reported to credit bureaus and the Texas Office of the Attorney General.

## **9 Insurance Requirements**

A. Participants whose assisted Property resides in the Houston Special Flood Hazard Area (or 100-year Floodplain) are required to

purchase and maintain flood insurance in the amount and duration prescribed by FEMA's National Flood Insurance Program.

B. Failure to maintain flood insurance may negatively impact Participants' eligibility to participate in this Program.

C. Participants who receive assistance under the Rehabilitation and Reconstruction pathway of this Program may be required to purchase flood insurance and are also statutorily required to notify any transferee or recipient of the assisted Property of the requirement to purchase and maintain flood insurance.

1. This notification must be in writing as part of the transferring documents. It must also notify the new owner of the potential consequences regarding future disaster relief if the new owner fails to maintain flood insurance as required by federal law.

D. Participants who receive assistance under this Rehabilitation and Reconstruction pathway are required to purchase and maintain homeowner's insurance for the duration of their Compliance Period, if applicable.

1. If the Participant is not subject to a Compliance Period, the Participant is encouraged to purchase and maintain homeowner's insurance but is not required to do so.

E. If the Participant(s) receives insurance proceeds for fifty-percent or more of the Property value during the Compliance Period, the progress of repairs to the Property may be monitored by the City, and under certain circumstances, the insurance proceeds may be deposited into an escrow account maintained by the City or the senior lender.

## **10 Other Requirements**

### **(a) Cost Reasonableness**

Cost reasonableness for this Program will adhere to [24 CFR § 200.404](#). The costs for reimbursement, Rehabilitation, or Reconstruction must be:

F. At or below the relevant maximum caps for each Program pathway; and

G. Reasonable and consistent with market costs at the time and place of construction.

**(b) Disaster Affected**

The damage to be remediated by the Program must have been caused, either directly and/or indirectly, by the 2021 Winter Storm (February 13-17, 2021).

**(c) Environmental and Floodplains**

A. Elevation: The City follows [Chapter 19](#) of the City's Code of Ordinances elevation requirements for the Houston Special Flood Hazard Areas (HSFHA). Chapter 19 defines the Houston Special Flood Hazard Area (HSFHA) as comprising both the 100-year and 500-year Floodplains that are defined by the federal government.

1. Floodway:

a) Properties located in a regulatory floodway<sup>6</sup> are not eligible for assistance.

2. 100-year Floodplain:

a) Reconstructed or substantially rehabilitated residential buildings within the 100-year Floodplain will be elevated to the HSFHA standard of 500-year Floodplain elevation plus two feet, or at least three feet above the highest adjacent grade where the depth is not specified.

3. 500-year Floodplain:

a) Reconstructed or substantially rehabilitated residential buildings within the 500-year Floodplain may be elevated to the HSFHA standard of 500-year

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<sup>6</sup> <https://www.fema.gov/glossary/floodway>

Floodplain elevation plus two feet, or at least three feet above the highest adjacent grade where the depth is not specified. This elevation will take place if the cost is

Single Family Home Repair Minimum Construction Standards stipulate that for all home repair activities, the most restrictive Floodplain mitigation standard will be applied, whether federal (i.e. HUD), state (i.e. General Land Office or TDHCA), or local (i.e. City of Houston Code of Ordinances, Chapter 19). The DR21 Guidelines will be consistent with this policy.

**(d) Green Building Standards**

HCDD follows federally required Green Building Standards when reconstructing or repairing a home under this Program.

A. Rehabilitation or Reconstruction:

1. Residential buildings which are rehabilitated or reconstructed must meet the Green and Resilient Building Standard<sup>7</sup>, meaning the construction must meet an

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<sup>7</sup> [87 FR 3163](#)

industry-recognized standard that has achieved certification under one or more of the following:

- a) Enterprise Green Communities;
- b) LEED (Homes, Midrise, Existing Buildings Operations and Maintenance, or Neighborhood Development);
- c) ICC-700 National Green Building Standard Green + Resilience;
- d) Living Building Challenge; or
- e) Any other equivalent comprehensive green building program acceptable to HUD.

2. Additionally, all such construction must achieve a minimum energy efficiency standard, such as:

- a) ENERGY STAR (Certified Homes);
- b) DOE Zero Energy Ready Home;
- c) EarthCraft House;
- d) Passive House Institute Passive Building or EnerPHit certification from the Passive House Institute US (PHIUS), International Passive House Association;
- e) Greenpoint Rated Existing Home (Whole House);
- f) Earth Advantage New Homes; or
- g) Any other equivalent energy efficiency standard acceptable to HUD.



3. HCDD will identify, in each project file, which of these Green and Resilient Building Standards were applied for rehabilitated or reconstructed homes under this Program.

4. HCDD is not required to use the same standards for each home and may utilize any allowable standard at its sole discretion.

**B. Non-substantial Rehabilitation:**

1. For rehabilitation other than the rehabilitation of substantially damaged residential buildings, HCDD will follow the guidelines specified in the [HUD CPD Green Building Retrofit Checklist](#).

2. The HUD CPD Green Building Retrofit Checklist will be applied to the extent applicable for the rehabilitation work undertaken, for example, the use of mold resistant products when replacing surfaces such as drywall. Products and appliances replaced as part of the rehabilitation work must be ENERGY STAR-labeled, WaterSense-labeled, or Federal Energy Management Program (FEMP)-designated products or appliances.

**(e) Liens**

No liens other than a first-lien mortgage and/or City imposed lien may exist against the Property at the time the award is distributed.

**(f) Mortgages**

Participant and any Co-Applicant must be current on mortgage payments or current on an approved mortgage payment plan and have not declared bankruptcy or have a reverse mortgage.

**(g) Primary Residency**

The Property must be owned and occupied as the Participant's primary place of residence, at the time of the disaster and remain as such throughout the Compliance Period.

**(h) Prior Claims and Insurance**

Participant and any Co-Applicant must state if they have previously received federal disaster assistance and were required to maintain flood insurance as a condition. Supporting documentation will be required.

**Note:** Failure to maintain flood insurance when required to do so as a condition of receiving prior assistance will render the Participant ineligible to participate in the Program.

**(i) Property Taxes**

All taxes levied on the Property must be paid, or the Participant and any Co-Applicant must be current on an approved payment plan that is in good standing.

## **Program Process**

### **11 Application**

The application will be available on the City's website, or it can be delivered to potential Applicants by mail or email upon request.

A. HCDD staff will solicit applications through targeted outreach by including advertisements in monthly water bills and at local Community Centers. The advertising material will provide details about the Program information, including dates, times, and locations for Applicants to obtain applications.

Instructions for completing the application, Program overview, and eligibility criteria will be provided on the website.

B. Other deadlines and requirements regarding the application process may be found in the standard operating policies and procedures. This document will be available upon request.

C. Applications and supporting documents may be submitted to the HCDD portal or by submitting the application by mail or email

to the Department. All documents will be maintained digitally, and signatures will be electronic.

**Note:** Program intake/eligibility specialist may be available at the local Community Service Centers and HCDD office to assist potential Applicants with submitting applications via the HCDD portal by the Program staff.

D. Program intake/eligibility specialists are responsible for receiving applications and supplemental documentation. HCDD will not make an official eligibility determination on an application until all required information is received and reviewed.

E. Applications are offered and processed in a manner consistent with federal and state fair housing and civil rights laws and requirements<sup>8</sup>.

F. Applications and related forms are offered in English and other languages<sup>9</sup>, prevailing in the City of Houston, upon request. Language access may include, but is not limited to:

1. Spanish;
2. Chinese;
3. Vietnamese; and
4. Arabic.

G. Applicants who are non-English speaking, have limited English proficiency or who have an impairment or Disability may contact Program Staff at (832)394-6200 or at [singlefamilyeligibility@houston.tx.gov](mailto:singlefamilyeligibility@houston.tx.gov) to request an accommodation (e.g., language access and other accessible formats).

H. Upon receiving an accommodation request, the City may contact the Applicant to obtain additional information to further assess the need. The City will make a good-faith effort to

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<sup>8</sup> 24 CFR § 8.6, the effective communication requirements

<sup>9</sup> Limited English Proficiency (LEP) requirements under Title VI. Please refer to Limited English Proficiency section.

accommodate all reasonable requests that allow the Applicant to effectively participate in the Program.

I. Applicants are informed, both, verbally and in writing during the application process that CDBG-DR funding, even after eligibility determination, is not guaranteed.

J. Applicants have the right to designate an individual to serve as their communication designee. The communication designee may assist the Applicant in completing the application and discuss related business on behalf of the Applicant with the City.

1. Communication designee must be at least 18 years of age and mentally competent.
2. Communication designee form must be notarized before a notary public and submitted to HCDD.
3. Communication designee may not sign any documents on behalf of the Applicant or Participant unless the communication designee has a written power of attorney (POA) form filed with the county clerk of which the Property is located.

## **Pre-Construction and Reimbursement**

This section contains information concerning the Program's operations before a Program Participant's home goes into construction. It also includes reimbursement tracking information.

### **12 Initial Inspection**

An HCDD inspector will visit the Property to conduct an initial inspection (also referred to as a "Damage Assessment") of the Property to determine the level of damage to the Property and the option(s) available to the Participant. This inspection will take place after eligibility determination, but before any construction or reimbursement takes place.

### **13 Reimbursement**

Participants who have completed partial or full repairs on their home may be eligible for reimbursement of eligible expenses paid before applying to the Program and following an assessment to determine the work in place.

Xactimate® or similar industry standard tool will be used to ensure cost reasonableness and to verify work to be validated through an on-site inspection. Concluding the award determination, Single Family will prepare an Award Letter signed by the Participant to submit to Finance for payment. The check will either be mailed or arranged to be picked up by the Participant.

#### **14 Environmental Review**

After an application has been preliminarily approved pursuant to the eligibility requirements of these guidelines, an Environmental Review Record (ERR) will be performed at the City's expense. The proposed project activities require an Environmental Assessment (EA) level of review per HUD regulations at [24 CFR § 58 Subpart E](#) unless otherwise described.

Where appropriate, the ERR will be tiered per HUD regulations at [24 CFR § 58.15](#). A tiered approach allows the environmental review and analysis to be streamlined by evaluating the impacts of functionally and geographically aggregated activities.

The tiered ERR will consist of a broad review (including a written strategy), and site-specific checklist for each project location. For an activity determined to be exempt according to [24 CFR § 58.34](#) or Categorically Excluded Activities Not Subject to [24 CFR § 58.35\(b\)](#), the ERR will consist only of documentation of compliance with the Statutes and Regulations listed at [24 CFR § 58.6](#).

The ERR is a separate and distinct review from any other review. Other previously performed (or Applicant-provided) environmental reviews will not satisfy the Program's requirements. Only after the Broad Review and the site-specific checklist are both finalized and combined is the ERR considered complete. If an Applicant fails the environmental review, they will not be eligible to participate in this Program.

Part of the Environmental Review process will be to design and modify (as practicable) the preferred alternative to minimize and mitigate potential adverse impacts within the flood plERs may indicate that mitigation measures are required to fully comply with all applicable regulations. Documentation proving the completion of mitigation measures will be provided to the environmental team upon completion of the mitigation measure(s) by the Program for attaching to the ERR. This is required to complete the ERR and ensure compliance with HUD regulations under [24 CFR § 58](#).

The Environmental Review also covers factors including, but not limited to, contamination and toxic substances, noise, endangered species, historical (including American Indian/Native American Tribal lands), and wetlands.

### **15 Pre-Construction Conference**

The mandatory pre-construction conference will be scheduled by HCDD. The assigned Contractor, HCDD inspector, and the Participant must attend the scheduled pre-construction conference at the Participants' Property whose home will undergo construction to review and discuss pertinent information regarding the construction, moving and storage, relocation, and other requirements.

### **16 Temporary Relocation Assistance Participation Terms**

Temporary relocation assistance (TRA) is based on CDBG-DR funding availability. TRA consists of moving and storage and temporary rental assistance available to all eligible Participants that voluntarily choose to participate in the 2021 Winter Storm Rehabilitation and Reconstruction pathway TRA will be carried out in accordance with [08-012 HRP Optional Relocation Policy](#).

Eligible Participants are not required to move permanently but may be required to temporarily move out of their home during construction for no longer than 12 months. Participants who are eligible for Rehabilitation or Reconstruction pathway may receive TRA before commencement of construction, if their home poses an immediate health and/or safety risk, that will be considered on a case-by-case basis.

- A. TRA will be discussed during intake/eligibility process and at the pre-construction conference.
- B. Participants receiving reimbursement are not eligible to receive TRA.
- C. Participants who are receiving housing benefits (temporary housing, rental payments, or other assistance) through FEMA are not eligible for the TRA.

## **Construction**

HCDD's Minimum Construction Standards for Rehabilitation and Reconstruction version 5.5 require that construction on an assisted home also address any immediate threat(s) to the life or health of residents in the home. The Program will also bring the building up to the most current building code adopted by the City of Houston, to not exceed the maximum assistance cap(s).

## **17 Progress Inspections**

HCDD inspectors will periodically inspect the progress of on-going construction on properties assisted by this Program. The purpose of these inspections is to ensure timely and satisfactory completion of orders given to the assigned Contractor(s). The Participant will receive timely updates about the inspection progress throughout the process.

## **18 Change Orders**

Change Orders only apply to Rehabilitation and Reconstruction. The cost of repairs, including Change Orders as a result of any unforeseen condition, cannot cause the total cost of repairs to exceed \$100,000 for Rehabilitation and \$300,000 for Reconstruction and unless authorized by the Director.

## **19 Final Inspection**

Before any assisted Property under the Rehabilitation and Reconstruction pathways is returned to the Participant, an HCDD inspector will conduct a final inspection to identify any deficiencies. The deficiencies will be corrected before the home is returned to the Participant. Construction close-out occurs upon completion of the required Rehabilitation or Reconstruction Scope of Work, punch list work and final walk-through inspection and the Participant has signed and dated the final walk-through inspection checklist and Acceptance Form.

## **20 Certificate of Completion and Owner Acceptance**

At the completion of the project, a Certificate of Completion (COC) will be obtained by the Contractor as proof of a satisfactory completion of the home. All COC, warranties, and other final documents will be provided to the Participant, and a copy will be provided to the City upon completion of the work. The warranty will begin once the Participant signs the Owner Acceptance form.

# **Program Withdrawals**

## **21 Voluntary Withdrawal**

Participants can voluntarily withdraw from the Program at any time prior to the execution of the contract. Participants must provide a written notice via email to [singlefamilyeligibility@houston.tx.gov](mailto:singlefamilyeligibility@houston.tx.gov) or by mail to the address below:

City of Houston

Housing and Community Development Department  
2100 Travis St., 9th Floor, Houston TX 77002  
Attn: Home Repair Program Intake Section

The written notice must include the Participant's name, Property address, and the reason(s) for withdrawing. HCDD will send a written acknowledgement of the Participant's voluntary withdrawal. Participants who voluntarily withdraw from the will not be eligible to be reinstated.

## **22 Administrative Withdrawal**

Applicants and approved Participants may be administratively withdrawn by HCDD for the following reasons including but not limited to:

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- A. Incomplete application submitted by the relevant deadline.
- B. Application is a duplicate of another valid application or would otherwise result in a Duplication of Benefits.
- C. Applicant/Participant fails to provide required supporting documentation by the Program's established deadline after receiving a written request.
- D. Applicant/Participant or Communication Designee is aggressive, disrespectful and/or abusive to a HCDD employee or any other representative or affiliate of the Program.
- E. Applicant/Participant knowingly provides misleading and/or false information.
- F. Participant fails to sign contract(s) within the specified, written deadline;
- G. Participant refuses to vacate the Property so that construction can begin;
- H. Applicant/Participant is unable to provide proof of ownership of the Property
- I. Applicant/Participant failed to provide required estate planning documentation
- J. Applicant/Participant failed to maintain required insurance, if applicable
- K. The Property has been deemed ineligible

## **Compliance and Monitoring**

### **23 Recapture Policy**

It shall be considered a Default if the Participant violates, fails to pay, or perform in accordance with any term, condition, or covenant contained in the Project Documents, these Guidelines, or any other documents signed by

Participant pertaining to this Program. The City of Houston reserves the right to recapture to the fullest extent of applicable law.

#### **24 Compliance Period**

A. Participants on the reimbursement pathway will not be subject to a Compliance period.

B. Participants in the Rehabilitation or Reconstruction pathway will be subject to a 3-year Compliance Period. The amount of assistance is offered in a form of a zero-percent, interest deferred, forgivable, prorated loan on the Property. During the 3-year Compliance Period, the amount of assistance will be forgiven/reduced on an annual pro-rata basis for each year the Participant continues to occupy the Property as the Primary Residence. The lien on the Property will be removed upon completion with the terms and conditions of all Project Documents and completion of the Compliance Period.

#### **25 Monitoring**

HCDD will monitor Participants throughout the Compliance Period. Failure to cooperate with monitoring staff may result in repayment terms being activated or other adverse outcomes.

#### **26 Insurance Verification**

Monitoring staff will ensure that Participants who are required to purchase and maintain private insurance of one or more applicable types (flood, homeowner's, hazard, etc.) are compliant.

#### **27 Payoff Statements**

Participant who opt to repay the loan or is required to repay the loan and does so, the HCDD compliance and grant administration single family loan servicing section, will provide written confirmation that the Participant has repaid the loan.

#### **28 Release of Liens**

Upon completion of the Compliance Period, HCDD will release the lien (consider the loan forgiven) and provide the Participant and any other necessary parties written acknowledgment of release of lien.

## **29 Project Closeout**

Project close-out occurs upon verification of all required Project Documents, invoicing and payments have been uploaded to HCDD's system of record i.e., OnBase, and the release of retainage fee.

## **Contractor Information**

### **30 Contractor Procurement**

The 2021 Winter Storm Disaster Home Repair Program may use for-profit Contractors and/or non-profit organizations to complete the work. The Contractors and non-profit organizations will be procured through the City's Strategic Procurement Division. After procuring the Contractor, HCDD will estimate the cost of Rehabilitation and Reconstruction to establish the reasonable cost of the Scope of Work in compliance with [2 CFR § 200.324](#). Contractors and non-profit organizations will be evaluated, selected and assigned work based upon their financial capacity, ability to complete the work within scheduled timeframes, ability to construct with minimal corrections and the cost reasonableness of their bid. HCDD may use either: (1) the standard bid award method in which the Contractors bid on a Disaster Recovery Project, or (2) the Contractor assignment method may be used to assign the Contractors to Projects for the Program without requiring a separate bidding process for each home.

## **Cross-cutting Federal Requirements**

### **31 The Federal Privacy Act of 1974, as Amended<sup>10</sup>**

The amended Federal Privacy Act of 1974 provide for confidentiality and the restriction of disclosing confidential and personal information. Unauthorized disclosure of such personal information may result in personal liability with civil and criminal penalties. The data collected from Applicants for HCDD programs and services may contain personal information on individuals that is covered by the Federal Privacy Act of 1974, as well as applicable state laws. The information collected may only be used for limited official purposes:

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<sup>10</sup> The Federal Privacy Act of 1974, as Amended ([5 USC § 552a](#), [2 CFR § 200.303\(e\)](#))

- A. Program staff may use personal information throughout the award process to ensure compliance with Program requirements, reduce errors, and mitigate fraud and abuse.
- B. Independent auditors, when hired by the City to perform a financial or programmatic audit of the Program, may use personal information in determining Program compliance with all applicable HUD and federal regulations, including the Stafford Act, HUD program requirements, and State and local law.
- C. HCDD may disclose personal information on an Applicant to those with official Power of Attorney for the Applicant or for whom the Applicant has provided written consent to do so. See section on Communication Designees.
- D. Organizations assisting HCDD in executing the Programs must comply with all federal and state law enforcement and auditing requests, including, but not limited to, requests from HUD, FEMA, FBI, GLO, Office of the State and City Comptroller, and the Office of Inspector Generals.

Per HCDD [Personally Identifiable Policy #01-0411](#), HCDD is committed to protecting the privacy of all individual stakeholders, including the public and those individuals working on the Program. The HCDD policies describe how information is to be handled and protected. The purpose of this privacy policy is to establish when and under what conditions certain information relating to individuals may be disclosed.

### **32 Americans with Disabilities Act (ADA)**

The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and protects equal opportunity for persons with disabilities in employment, state and local government services, public accommodations, commercial facilities, and transportation. It also mandates the use of telecommunications devices for the deaf (TDD) relay services. HCDD takes affirmative steps to ensure that people with disabilities have equal access to the programs offered by HCDD. Any services offered by HCDD are delivered in the most integrated manner possible with services for persons without disabilities.

HCDD takes the requirements of ADA seriously and requires that subrecipients, vendors, Contractors, and developers adhere to the requirements of ADA to the fullest legal extent.

Applicants and Participants who believe they may have been discriminated against can file a complaint with the U.S. Department of Housing and Urban Development at the following link:

[https://www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](https://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint).

Complainants can also file a complaint with HCDD. Please see [section 10](#) for information on how to file a complaint or appeal with HCDD.

### **33 Audit Requirements**

This Program is subject to audit at the federal and local level. The U.S. Department of Housing and Urban Development (HUD), HUD's Office of Inspector General, the U.S. Government Accountability Office (GAO), and the City of Houston's Finance Department (typically via a contracted third party) all have the authority to audit this Program. All auditors are independent of HCDD and report either to their respective authorities at the federal level or to the Mayor of Houston.

In accordance with [Subpart F of 2 CFR § 200](#), non-federal entities that expend \$750,000 or more during their fiscal year in federal awards must have a single or program-specific audit conducted for that year. HCDD is responsible for conducting reviews of these single or program-specific audit reports and for coordinating the issuance of management decisions for audit findings relating to HCDD-provided federal CDBG-DR funds.

### **34 Affirmative Marketing and Outreach**

The City, through HCDD, is committed to affirmatively furthering fair housing through established affirmative marketing policies. Affirmative marketing efforts will include the development of an Affirmative Marketing & Outreach Plan based on U.S. Department of Housing and Urban Development (HUD) regulations.

HCDD will perform outreach activities in targeted areas to advertise the Program and encourage potential Applicants to apply for assistance. Methods of outreach may include, but are not limited to, advertising on social media or other media outlets, newsletters, brochures, HCDD website, and/or community events, email or other electronic blasts, press releases/statements, public meetings/hearings, and partner events. HCDD will ensure that outreach and communication activities reach eligible homeowners from all racial, ethnic, national origin, religious, familial status, disabled, and gender groups. Documentation of all marketing measures used, including copies of all advertisements and announcements, will be retained and made available to the public upon request.

### **35 Limited English Proficiency**

[Federal Executive Order 131661](#) requires HCDD and all satellite offices, programs, subrecipients, Contractors, subcontractors, and/or developers funded in whole or in part with federal CDBG-DR funds to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or hearing impairment.

HCDD ensures fair access through the implementation of a Language Assistance Plan (LAP), which includes non-English-based outreach, translation services of vital documents, free language assistance services, and staff training. Refer to the “Language Assistance Plan” Provision of Language Assistance Services for additional guidance and protocols.

### **36 Suspension and Debarment**

HCDD shall comply with Suspension and Debarment Executive Order [12549](#) and [12689](#) that prohibits an entity that has been debarred, suspended, or otherwise excluded or deemed ineligible from participating in federal programs or activities. Any entity seeking federal CDBG-DR funds received by HCDD will undergo a debarment verification. Entities that are determined to be debarred, suspended, or otherwise excluded will not be eligible to receive federal CDBG-DR funds from HCDD in accordance with the Executive Orders, [2 CFR § 180](#), [2 CFR § 2424](#), and the HCDD [Debarment Verification Policy and Procedure #01-14](#).

### **37 Environmental Review**

Environmental Review provisions require all federally funded projects or activities, funded in whole or in part, to undergo an environmental review to determine its potential environmental impact and health impact to the end user, and if it meets the applicable federal, state, and local environmental standards as required by HUD. In compliance with [24 CFR § 58](#), HCDD will conduct an environmental review prior to awarding any federal CDBG-DR funds for all projects or activities as outlined in the latest HCDD procedure [#21-16 Environmental Review SOP](#).

### **38 Renovation, Repair, and Painting Rule**

HCDD complies with the Renovation, Repair, and Painting Rule that requires Contractors performing renovation, repair, and painting projects that disturb lead-based paint in homes, child-care facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. The EPA requires anyone performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes, child-care facilities, and schools to be an EPA-certified renovator and follow lead-safe work practices. This Rule also requires Contractors performing the type of work aforementioned to provide owners and occupants of child-care facilities and to parents and guardians of

children under that age of 6 that attend child-care facilities built prior to 1978 the lead hazard information pamphlet “Renovate Right: Important Lead Hazard Information for Families, Child Care providers, and Schools.” Under the Rule Child Care Facilities are defined as residential, public or commercial buildings where children under the age of 6 are present on a regular basis.

### **39 Asbestos**

All Rehabilitation and Reconstruction must consider potential asbestos in Property, and mitigate and/or remove where needed per applicable federal, state, and local requirements.

### **40 Complaints**

HCDD welcomes feedback and complaints from any member of the public. Complaints are accepted in writing or over the telephone. Complaints will be responded to in writing within 15 business days, as practicable.

City of Houston Housing and Community Development Department  
ATTN: Complaints and Appeals  
2100 Travis Street, 9<sup>th</sup> Floor  
Houston, TX 77002  
Phone: 832-394-6200 ext. 8  
Email: [hcddcomplaintsappeal@houstontx.gov](mailto:hcddcomplaintsappeal@houstontx.gov)

**Business Hours:** Monday – Friday, 8:00 AM – 5:00 PM

For more information, please refer to the HCDD website, [www.houstontx.gov/housing/complaints.html](http://www.houstontx.gov/housing/complaints.html).

### **41 Appeals**

All Program Applicants have the right to appeal a determination made by HCDD. Applicants have the right to appeal decisions made on their Program file based on the following reasons:

- Denied services through any of HCDD's programs
- Program eligibility determination
- Program award calculation
- Procedural error where the application was not processed by Program staff in accordance with the Program guidelines.
- Affirmatively Furthering Fair Housing

Appeal requests are accepted in writing via email at [HCDDComplaintsAppeal@houstontx.gov](mailto:HCDDComplaintsAppeal@houstontx.gov), mailed or delivered letter, online Appeal Request form, or using the paper form at the HCDD office.

Appeal Requests must be submitted within 30 calendar days of the notice of determination. To be considered complete, an appeal request must contain the following information:

- Name
- Property Address
- Mailing Address (if different from Property Address)
- Phone
- Application number (if applicable)
- Email Address
- Reason for Appeal (consistent with the reasons listed above)

#### **(a) Appeal Review**

Tier 1 Appeals are the initial determination appeals, in which the program area will review all documentation submitted and either reiterate the initial determination or approve your appeal and overturn the determination. Appeals will be responded to in writing within 30 calendar days. When a Program Applicant does not agree with the decision made in the initial appeal, Program Applicants have the right to request a Tier 2 Appeal. If the request is approved, the Appeals Review Committee (ARC) will review all documentation and the supporting documents you send to support your appeal and make a final decision.

The appellant may only escalate the appeal after the completion of the initial program area process. The ARC will process the escalated appeal within 30 days, as practicable. The ARC will transmit its decision to the appellant in writing.



**Note:** The appellant may only escalate an appeal after completing the preceding Appeal. Additionally, the reason for the Tier 2 appeal must be for the same reason for the Tier 1 Appeal.

HCDD will keep a record of each appeal that it receives and include all communications and their resolutions. For more information regarding HCDD's Appeal Process, please visit

[www.houstontx.gov/housing/appeals.html](http://www.houstontx.gov/housing/appeals.html).

#### **42 Conflicts of Interest**

Participants must complete and sign a Conflict-of-Interest Disclosure before CDBG-DR funds are expended. This disclosure requires Program Participants to disclose, under penalty of perjury, their immediate family members or business partner(s) currently employed by the City of Houston or were employed by the City within the past year.

**Note:** "Immediate family members" means and includes (whether by blood, marriage, or adoption) the spouse, parent (including a stepparent), child (including a stepchild), sibling (including a stepsibling), aunt/uncle, niece/nephew, grandparent, grandchild, great grandparent, great-grandchild, and in-laws with the same titles.

The Conflict-of-Interest provisions at [2 CFR § 200.318\(c\)](#) require HCDD staff to disclose any relationship with an Applicant, vendor, or Contractor. HCDD staff, sub-grantees, program administrators, vendors and Contractors who disclose such relationships are placed in roles where there is no opportunity for them to display favoritism or collude to financially or otherwise benefit themselves, the Applicant, vendor or the Contractor.

HCDD will follow the federal Conflict of Interest provisions in addition to the guidance provided in the City of Houston's [Administrative Policy 2-22: Conflict of Interest](#) that establishes the policy for how conflict of interest will be handled and the HCDD [#01-40 Non-Procurement Conflict of Interest Policy](#) that outlines the process for waivers.

#### **43 Fraud, Waste, and Abuse**

The Program is subject to, and will follow, HCDD's [Policy# 21-10, Fraud Waste, and Abuse](#). Anyone with information regarding known or suspected misappropriation of CDBG-DR funds or resources is encouraged to report the information to the City by sending an electronic report via email to the following email address: [housingfraud@houstontx.gov](mailto:housingfraud@houstontx.gov).

#### **44 Davis-Bacon Labor Standards**

Under [Section 110\(a\) of the Housing and Community Development Act of 1974 \(HCDA\)](#), laborers and mechanics employed by Contractors and

subcontractors on construction work “financed in whole or in part” with CDBG assistance must be paid not less than wages determined to be prevailing on similar construction work in the locality by the Secretary of Labor in accordance with the Davis Bacon Act<sup>11</sup>. The federal register notice does not waive DBRA; however, DBRA will not apply to this Program as properties rehabilitated or reconstructed will be on divided lot with fewer than 8-units and the reimbursement option is not a covered activity.

#### **45 Equal Employment Opportunity**

[Executive Order 11246](#), Equal Employment Opportunity, as amended, prohibits federal Contractors and federally assisted construction Contractors and subcontractors who do over \$10,000 in government business in one year from discriminating in employment decisions based on race, color, religion, sex, sexual orientation, gender identity, or national origin. The Executive Order also requires government Contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment. This regulation is adhered to within HCDD programs.

Anyone who feels that their Equal Employment Opportunity rights have been violated can contact any or all of the following enforcement authorities:

##### **City of Houston Office of Inspector General**

900 Bagby St., 4th Floor

Houston, TX 77002

OIG Hotline: (832) 394-5100

[OIG Complaint Form](#)

##### **U.S. Equal Employment Opportunity Commission**

Mickey Leland Building

1919 Smith St., 6th Floor Houston, TX 77002

Phone: 1 (800) 669-4000

TTY: 1 (800) 669-6820

ASL Video Phone: (844) 234-5122

[EEOC Public Portal](#)

#### **46 Fair Housing Act**

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<sup>11</sup> [40 U.S.C. § 3141 et seq.](#)

The Fair Housing Act protects people from discrimination when they are renting or buying a home, getting a mortgage, seeking housing assistance, or engaging in other housing-related activities. No person shall be excluded from participation in, denied the benefit of, or subjected to discrimination in any housing program or activity because of age, race, color, creed, religion, familial status, national origin, sexual orientation, military status, sex, Disability, or marital status. Applicants/Participants who feel they have been discriminated against can contact:

HCDD Tenant/Landlord Hotline

832-394-6200 option 1

[TenantLandlord@houstontx.gov](mailto:TenantLandlord@houstontx.gov)

U.S. Department of Housing & Urban Development

Fair Housing & Equal Opportunity

Discrimination inquiries and/or complaints

800-669-9777 (Voice)

1-800-927-9275 (TTY)

HUD Local

713-718-3199 (Ask for a FHEO Officer)

<https://www.hud.gov/states/texas/working/fheo/houston-contacts>

Texas Workforce Commission

Civil Rights Division

1-888-452-4778 (Voice)

1-800-735-2989 (TTY)

#### **47 Fair Labor Standards Act**

The amended Fair Labor Standards Act of 1938 (FLSA) establishes the basic minimum wage and requires the payment of overtime, for certain employees. Overtime payments must be at the rate of at least one and one-half times the basic hourly rate of pay for hours worked in excess of forty per work

week. These standards are applicable to all activities funded by this Program.

#### **48 Financial Management**

The City of Houston, as a CDBG-DR recipient, is required to follow the financial administration requirements outlined in 2 CFR § 200. These standards help ensure that the financial systems put in place by the City:

- A. Provide adequate, current, and complete disclosure of the financial results (regular financial reporting) of all financially assisted activities, in accordance with the financial reporting requirements of the grant;
- B. Document that CDBG-DR funds have been used only for authorized purposes. For CDBG-DR this includes not only eligible activities but that the funded projects meet a National Objective;
- C. Maintain accounting records that show the sources and uses of CDBG-DR funds, displaying CDBG-DR funds authorized, obligated and unobligated balances, assets, liabilities, outlays or expenditures and income;
- D. Establish effective internal controls over all cash, real and personal property, and other assets acquired with program CDBG-DR funds;
- E. Track actual program cost against program budget in a manner that relates to program productivity and accomplishments;
- F. Use Uniform Administrative Requirements outlined in 2 CFR § 200 principles to determine whether program costs are reasonable, allowable, and can be allocated, either directly or indirectly;
- G. Maintain source documentation for accounting records;
- H. Implement procedures for cash management that permit the timely disbursement to Applicants and subrecipients and complete and accurate monitoring and reporting; and
- I. Comply with [2 CFR § 200 subpart F](#).

##### **(a) Finance Department**

The Strategic Procurement Division (SPD) is housed within the City of Houston's Finance Department and is responsible for procuring goods and services for CDBG-DR funded activities.

**(b) The City Controller**

The Office of the City Controller certifies the availability of CDBG-DR funds prior to City Council approval of City commitments, processes and monitors disbursements, invests the City's CDBG-DR funds, conducts internal audits of the City's departments and federal grant programs, operates and maintains its financial management system, conducts the sale of public improvement and revenue bonds and produces a comprehensive annual report of City finances – Comprehensive Annual Financial Report (CAFR). The Controller will be responsible for providing a variety of approvals for release of CDBG-DR funds as payment to Contractors and beneficiaries. HCDD is the grant manager for Houston's Winter Storm CDBG DR-21 allocation and is responsible for administering all programs outlined in the City's Local Action Plan.

**(c) Single Family Home Repair Division**

The HCDD Single Family Home Repair Division is responsible for designing and implementing the 2021 Winter Storm Single Family Home Repair Program for the City of Houston.

**(d) Single Family Division**

This division is responsible for Program development and oversight, as well as community outreach.

**(e) Finance Division**

The HCDD Finance division is responsible for processing CDBG-DR grant funding through the Systems Applications and Products (SAP), performing draws in HUD's Integrated Disbursement Information System (IDIS) and Disaster Recovery Grant Reporting (DRGR) System, and reconciling budgets and expenditures. This division is also responsible for processing payment requests in SAP and federal reimbursement requests to the HUD to be realized in the City's budget.

**(f) Planning and Grants Reporting Division**

The HCDD Planning and Grants Reporting division is responsible for the City's CDBG-DR Local Action Plan, Local Needs Assessment, program applications, other related planning documents, substantial amendments, project/activity budget set-up and completion in IDIS and DRGR and related reporting to HUD.

**(g) Program Income**

This Program is not designed to generate program income. HCDD does not intend to implement any programs or activities that generate income as described in [87 FR 31636](#). However, if any CDBG-DR activities generate income before or after close-out of the grant, HCDD will retain program income to fund additional CDBG-DR activities or to fund the repair, operation, or maintenance of existing CDBG-DR activities. HCDD will comply with all HUD requirements and the program income waiver and alternative requirement in [87 FR 31636](#) and subsequent notices, including tracking program income in the Disaster Recovery Grants Reporting (DRGR) system and using program income before drawing additional grant CDBG-DR funds. Specifically, the City will adhere to the program income policies and procedures as stated in the City's financial certifications.

#### **49 Minority- and/or Woman-Owned Business Enterprises**

Contractors shall comply with the City's Minority and Women Business Enterprise ("MWBE") programs as set out in Chapter 15, Article V7 of the City of Houston Code of Ordinances and the applicable Office of Business Opportunity's ("OBO") Policies and Procedures.<sup>8</sup> Contractors shall make good faith efforts to award subcontracts or supply agreements in at least 29% (21% MBE, 8% WBE) of the value of this Agreement to MWBEs ("Stated MWBE goal"). Contractors acknowledge that it has reviewed the requirements for good faith efforts on file with OBO and will comply with them. Good Faith Efforts should be documented per the City of Houston, Office of Business Opportunity Good Faith Effort policy. For more information regarding Good Faith Efforts, visit: <http://www.houstontx.gov/obo/docsandforms/goodfaithefforts>

The City operates its own certification program through the [Office of Business Opportunity](#). Interested parties should refer to [HCDD's Section 3 and MWSBE Compliance Forms Packet](#) for more information.

For questions, please call HCDD office at (832) 394-6200 or email HCDD at [hcd-mwsbe@houstontx.gov](mailto:hcd-mwsbe@houstontx.gov).

#### **50 Section 3**

Work performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 USC § 1701) ("Section3"). The City complies with Section 3 requirements to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted developments covered by Section 3 shall, to the "greatest extent feasible", be directed to low- and very low-income persons, including persons who are recipients of HUD assistance for housing, with a preference for both targeted workers living in the service

area or neighborhood of the Development and Youth Build Participants, as defined at [24 CFR § 75](#) (“Section 3 Regulations”).

### **51 Pay or Play**

Contractors shall comply with the City's Pay or Play Program, as set out in [Executive Order No. 1-7](#).

The Contractors should demonstrate that they have the willingness and ability to comply with the City's Contractors' Pay or Play Program.

### **52 Residential Anti-Displacement**

The City of Houston does not plan to administer activities that will cause a direct or indirect displacement of persons or entities. In accordance with Winter Storm Uri's Federal Register Notice, the City of Houston plans to amend the current Residential Anti-displacement and Relocation Assistance Plan (RARAP) to strengthen efforts to prevent hardship of a displaced person or entity and increase oversight to ensure the requirements of Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (URA), as amended. The amended RARAP will set the minimum standard for, but not limited to, planning efforts, Relocation Plan, relocation schedule, accommodations for displaced persons with disabilities, relocation budget, and project the number of staffing needed to carry-out URA requirements.

#### **(a) Uniform Relocation Act (URA)**

The acquisition of real property using federal CDBG-DR funds, as administered by HCDD, is subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA) and/or Section 104(d) of the Housing and Community Development Act of 1974. The applicable federal regulations are located at [49 C.F.R. § 24](#) (URA), [24 C.F.R. § 42, Section 104\(d\)](#) of the Housing and Community Development Act ([42 U.S.C. § 5304\(d\)](#)) (“Section 104(d)”), and in the Tenant Assistance, Relocation and Real Property Acquisition Handbook (HUD Handbook 1378). The Federal Register Notice January 18, 2023 ([FR-6368-N-01](#)) waived the one-for-one replacement requirements at [Section 104\(d\)\(2\)\(A\)\(i\)-\(ii\) and \(d\)\(3\)](#) and [24 C.F.R. § 42.375, Section 414 of the Stafford Act](#) and its implementing regulation at [49 CFR § 24.403\(d\)\(1\)](#) waived Occupancy Requirements to the extent that they would apply to real property acquisition, rehabilitation, or demolition of real property for a CDBG-DR funded project commencing more than one year after the date of the latest applicable Presidentially declared disaster.

Subrecipients or Contractors must provide the following benefits to households or businesses that they displace:

- A. Relocation advisory services;
- B. A minimum of 90-day notice to vacate;
- C. Reimbursement for moving expenses; and
- D. Payments for added cost of renting or purchasing comparable replacement housing.

HCDD programs subject to the URA and Section 104(d) include the CDBG-DR programs. HCDD policies and procedures, Notice of Funding Availability (NOFA), Applicant certifications and/or written agreements for CDBG-DR funds subject to the URA and Section 104(d) shall refer to federal and state rules, as appropriate.

### **53 Insurance and Property Management**

For all projects in the Program, per [2 CFR § 200.310](#), all property owners must procure and maintain insurance for the duration of the agreement to protect all contract assets from loss due to any cause, such as theft, fraud, and physical damage. If CDBG-DR funds are used to acquire real property or personal property, the Property owner is responsible for ensuring per [2 CFR § 200.311](#) that:

- E. The Property continues to be used for its intended (and approved) purpose;
- F. The Subrecipient keeps track of, and takes care of, the Property; and
- G. If the Subrecipient sells or disposes of the Property during the contract period, the Subrecipient reimburses HCDD for the share of the Property's value according to the agreement.

### **54 Record Keeping and Retention Requirements**

In accordance with HUD regulations, as the grantee, and the City of Houston as the sub-grantee and prime recipient of CDBG-DR funds follow the records retention requirements cited in [2 CFR § 200](#) which includes financial records, supporting documents, statistical records and all other pertinent records.

HCDD establishes recordkeeping and retention requirements in its subrecipient and Contractor agreements in accordance with the guidelines stated in [24 CFR § 570.503\(b\)\(2\)](#).



Record retention per [2 CFR § 200.333](#) is a requirement of the Program. Records are maintained to document compliance with program requirements and federal, state, and local regulations and to facilitate a review or audit by HUD. The HCDD Records Management Program seeks to ensure that:

- A. HCDD complies with all requirements concerning records and records management practices under federal and state regulations;
- B. HCDD has the records it needs to support and enhance ongoing business and citizen service, meet accountability requirements, and community expectations; and
- C. These records are managed efficiently and can be easily accessed and used for as long as they are required.

These records are stored as cost-effectively as possible and when no longer required they are disposed of in a timely and efficient manner based on HUD Handbook 2225.6, Records Disposition Schedules, and HUD Handbook 2228.2.

**(b) Access to Records (State of Texas- City)**

[24 CFR § 570.490](#), Recordkeeping requirements and [2 CFR § 200](#), Subpart D, Record retention and access to records.

- A. Representatives of HUD, the Inspector General, and the General Accounting Office shall have access to all books, accounts, records, reports, files, and other papers, or property pertaining to the administration, receipt and use of CDBG-DR funds and necessary to facilitate such reviews and audits.
- B. The State shall provide citizens with reasonable access to records regarding the past use of CDBG-DR funds and ensure that units of general local government provide citizens with reasonable access to records regarding the past use of CDBG-DR funds consistent with State or local requirements concerning the privacy of personal records.

The availability of records is subject to the exceptions to public disclosure outlined in Chapter 552 of the Texas Public Information Act, of the Texas Government Code ("TPIA"). Requests under the TPIA must be made in writing to the Public Information Officer and will be processed per the procedures outlined in the TPIA and applicable City policies, such as

Administrative Procedure 2-9, Guidelines for Responding to Requests for Public Information.

## **55 Reporting**

The Reporting provisions at [2 CFR § 200.329\(b\)](#) require non-federal entities to relate the Program performance of the federal CDBG-DR funds used in HUD programs. As a recipient of federal CDBG-DR funds, HCDD has established its own reporting requirements per these provisions, as applicable:

- A. At execution of agreements;
- B. Monthly;
- C. Quarterly;
- D. Annually; and
- E. As required.

**Note:** Additional information on compliance requirements, the rights of Applicants and Participants, steps for complaints and/or appeals, etc. are also available on the City's website.

## **File Management**

The HCDD Records Management section assists with ensuring that:

- A. HCDD complies with all requirements concerning records and records management practices under federal and state regulations;
- B. HCDD has the records it needs to support and enhance ongoing business and citizen service, meet accountability requirements, and community expectations; and
- C. Stored for as long as they are required.

## **Change Log**

### **1.0 – Adopted XX/XX/XXXX**

- Original Version

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