



Home Repair Program Guidelines

City of Houston

Housing and Community Development Department

Single Family Division

Version 1.8

Effective: 12/20/2023



Change Log

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1.7	12/22/2020	<ul style="list-style-type: none"> Inclusion of Emergency Repair option under Tier 1 Inclusion of program caps in Levels of Assistance chart 	Various
1.8	12/20/2023	<ul style="list-style-type: none"> Inclusion of cost estimates prior to the procurement of contractors Updated to exclude applicants with tenants or occupants within their home Adjustments to cost thresholds determining the Level of Assistance General reduction of affordability periods’ duration 	Various

Version #	Date	Noted Edits	Page(s)
		<ul style="list-style-type: none"> • Revised sections for Moving and Storage & Temporary Relocation Assistance • Added standard language concerning fraud, waste, and abuse of funds or resources • Grammar and language adjustments to Death of a Homeowner section • Added Minimum Construction Standards • Added Procurement section to Construction/Reconstruction heading. Added language on insurance claim proceeds over \$10,000. • Added or Updated sections within Regulatory Consideration: <ul style="list-style-type: none"> ○ Davis-Bacon Labor Standards ○ Equal Employment Opportunity ○ Fair Labor Standards Act of 1938, as Amended ○ Limited English Proficiency ○ Minority Women Small Business Enterprises • Updated Complaints & Appeals • Updates to Grammar and Term Definitions • City Council Approval 12/20/2023 • HCDD Management Approval 1/5/2024 	

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Document Control

These Guidelines govern how the HRP is administered and 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. However, in cases of conflict between this document and a controlling, future document, the future document controls. Examples of future documents include, but are not limited to:

- Applicable laws, statutes, and requirements set by the federal government or the State of Texas;
- Relevant notices from the U.S. Department of Housing and Urban Development published in the Federal Register;
- City of Houston Code of Ordinances;
- Mayoral Policies and Procedures, such as:
 - Mayor's Policies;
 - Executive Orders; and/or
 - Administrative Policies.

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.

Disclaimer

The information contained in these Guidelines or otherwise provided by the Housing and Community Development Department (HCDD) does not, and is not intended to, constitute legal advice.

Applicant(s) should seek legal advice from their own attorney to determine if or how the information and options in these Guidelines affect their interests or the interests related to him/her before accepting the requirements of the program and proceeding with his/her application.

Contact Us

We welcome any questions or feedback regarding this document. To file a complaint or appeal, please refer to the Complaints and Appeals section for instructions. To report potential fraud, waste, or abuse, please refer to the Fraud, Waste, and Abuse section for instructions. For all other inquiries, contact us at the following:

Housing and Community Development Department
2100 Travis St., 9th Floor
Houston, TX 77002
(832) 394-6200
hcdd@houstontx.gov

Introduction

The City of Houston's (City) goal in the Home Repair Program (HRP) is to ease life, health, and/or safety hazards resulting from substandard conditions in a home owned and occupied by qualified low and moderate- income person.

The HRP Guidelines ("Guidelines") as amended, from time to time, govern current and future allocations of federal and local funds to ensure the efficient and proper administration of the HRP for housing rehabilitation, reconstruction and construction activities performed under the HRP.

The City intends to use Community Development Block Grant (CDBG) Funds, Community Development Block Grant Disaster Recovery Funds (CDBG-DR), if applicable and Tax Increment Reinvestment Zone (TIRZ) funds and any other local funds, including, but not limited to, community program housing homeless bonds, council service funds, and donations that become available to aid qualified homeowners. The Housing and Community Development Department (HCDD) will carry out the requirements of the HRP on behalf of the City in accordance with the U.S. Department of Housing and Urban Development (HUD) regulations as outlined in 24 CFR Part 570, the Fair Housing Act, 42 U.S.C. 3601 et seq., and Chapter 311 Tax Increment Financing Act of the Texas Tax Code and City's Housing Bond Funds. In the event of conflict between any applicable federal, state, and local statutes, ordinances, regulations, rules, policies, codes, or guidelines now or hereafter in effect, as they may be amended from time to time, the most restrictive shall apply.

Note: HRP projects funded wholly with non-federal funds, (i.e., TIRZ), are not subject to comply with HUD regulatory requirements. HRP projects wholly funded with TIRZ will comply with Chapter 311 Tax Increment Financing Act of the Texas Tax Code, local Codes, Ordinances and or City Housing Bond Funds.

The Director is authorized to amend these Guidelines from time-to-time to comply with applicable HUD regulatory requirements or Chapter 311 Tax Increment Financing Act of the Texas Tax Code and or City Housing Bond Funds.

Updates to the Guidelines are made pursuant to HCDD Policy #01-001: Governing Documents.

Community Engagement, Marketing and Outreach

The City, through HCDD, is committed to furthering fair housing through established marketing policies. 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, newsletters, brochures, HCDD website, social media platforms, , multi-service center and/or community center calendars, radio/television, email or other electronic-blasts, press releases/statements, public meetings and public hearings, and inter-COH and partner events.

HCDD will evaluate outreach activities and submitted applications to determine if outreach is successful and applications accurately reflect socioeconomic and other forms of demographic diversity.

Documentation of all marketing measures used, including copies of all advertisements and announcements, will be retained and made available to the public upon request.

Language and Disability Accommodations

Every effort will be made to assist all Applicants. Upon request, program information, including application and supporting forms, will be available in the top five languages spoken in Houston (Spanish, Vietnamese, Chinese, Arabic, and French.¹), and other native languages. Applications will be offered in a manner consistent with fair housing and civil rights regulations, such as: 24 CFR § 8.6; Title II of the ADA; Section 504 of Rehabilitation Act; and other related regulations and directives. To ensure effective communication, these regulations also require consideration of special populations including but not limited to persons with disabilities and persons with limited English proficiency (LEP) as outlined in the latest COH A.P. 2-11: Language Access; and other related regulations and directives. To ensure effective communication, these regulations also require consideration of special populations including but not limited to persons with disabilities and persons with limited English proficiency (LEP).

Applicants who require an accommodation for language access (individuals who are non-English speaking or have limited English proficiency) or due to an impairment, or disability, may contact Program Staff at (832) 394-6200 or at singlefamilyeligibility@houstontx.gov.

Examples of potential accommodation may include:

- Arranging for qualified American Sign Language interpreters
- Providing on-site captioning
- Producing alternate formats of print materials in braille, large print, or in an electronic format
- Providing remote conference captioning services
- Accessible electronic and information technology

Upon receiving an accommodation request, the City may contact the Applicant to obtain additional information to better assess the need. The City will make a good-faith effort to accommodate all reasonable requests that allow the Applicant to effectively participate in the HRP.

Application Process

The HRP Application Process consists of a 3-step approval process –

1. Pre-screening
2. Application
3. Eligibility Determination

The pre-screen and application process will officially be open to the public on an annual basis anytime between September 1 through August 31, or until program funding is fully expended. Program staff may restrict the number of applicants based on an estimated number of properties that can be reasonably assisted using the annual funding allocated for the HRP.

¹ These languages are most common in the Houston area.

Note: The HRP reserves the right to close the application process at any time throughout the year.

When all HRP funding has been committed and or expended, unserved Applicants will be notified in writing, informing them that HRP funds are no longer available, and to routinely check the HCDD website at <https://houstontx.gov/housing/index.html> for funding updates to reapply.

When additional funding for the HRP becomes available, program staff will estimate the number of properties that can reasonably be assisted based on the amount of funding for construction related hard and soft cost. The application process will be reopened, and applicants will be served on a first come first serve basis.

Home Repair Program Pre-Screen (Step 1)

Potential applicants seeking to participate in the HRP can contact HCDD at **(832) 394-6200** for pre-screening. The pre-screening questions may be used to preliminarily determine if the Applicants' household and Property meet the basic program requirements. Applicants will be reviewed for assistance on a first come first served basis.

The HCDD program staff will be responsible for gathering basic information, including but not limited to:

- Applicant and Co-applicant Names
- Applicant and Co-applicant Date of Birth
- Property Address
- Street Name
- City, State and Zip Code
- Telephone Number
- Cellular Telephone Numbers
- Email Address
- Repair Needs

The Intake Eligibility Specialist (IES) will verify the accuracy of the information provided to determine whether the following basic program requirements are met:

- The Property is located within the City of Houston's incorporated areas.
- The Applicant is the owner of the Property.
- The Property is the Applicant's primary residence.
- Property taxes are current or on an approved payment plan.
- Utilities are current or on an approved payment plan.

Once the basic program requirements have been met, the IES will extend an invitation to apply to the HRP in writing. All applicants will be served on a first come first served basis. If the basic program requirements are not met, then applicants will be notified in writing that the program requirements have not been met.

Home Repair Program Application (Step 2)

Applications with detailed application instructions will be available online. Upon request, applications may also be mailed or made available for pick up at the HCDD's Office.

Applicants will have 15 calendar days from the date the Applicant receives the HRP application package to complete and submit the HRP application with all required supporting documents, including but not limited to the list below:

- Valid Government Issued ID/Driver's License
- Proof of Citizenship
- Verification of Disability, if applicable
- Proof of a Living Will/Transfer on Death Deed
- Income and Asset Form
- Proof of Income/Award Letter
- Bank Statements from all checking and savings accounts
- Proof of Child Support Received/Owed
- Proof of Assets
- Lienholder Statement, if applicable
- Proof of utilities bills in a current status or payment plan if applicable
- Recorded Deed or Affidavit of Heirship

Note: If the application is mailed, we will allow an additional 7 calendars for the mail to be delivered; the 15 calendar days will commence on the 8th day after delivery.

The IES are responsible for receiving and reviewing HRP applications and supporting documents. HCDD will not make an official eligibility determination on an application until all required information is submitted by the Applicant. Upon receipt, on a first come first served basis, the IES shall conduct an eligibility assessment review to ensure the application is legible, complete, signed, dated (where required), and includes all required supporting documents.

Upon completing the eligibility assessment review, the IES will notify (via email if provided, phone, and/or mail) the Applicant of any unacceptable or missing document(s). The Applicant will have 10 calendar days, by the close of business, to correct unacceptable documents and or to provide any missing document(s). Applicants that fail to provide acceptable documentation within the established deadline shall be Administratively Withdrawn from the HRP, as set forth below. On a case- by-case basis, due to unforeseen and/or unexpected life altering circumstances, including but not limited to death in your immediate family or hospitalization, an up to thirty (30) calendar day extension may be granted. In such case, Applicants will be required to submit a written request and supporting documentation.

When the application and all required supporting documents are deemed acceptable, the IES will calculate the Applicant's total annual household income. Total annual household income will be determined in accordance with 24 CFR §5.609.

If the total annual household income, for all adult household members residing in the Property to be assisted, is at or below the most current HUD income limits, per household size, and the Property to be assisted is located within the City of Houston and meets all property requirements, the IES shall notify the Applicant(s) in writing of their eligibility to participate in the program.

BEING DETERMINED INCOME ELIGIBLE DOES NOT IMPLY NOR DOES IT GUARANTEE THAT HRP ASSISTANCE WILL BE PROVIDED.

Verification of Disability/Special Needs

Homeowners requiring accommodation(s) due to an impairment or disability must have a Verification of Disabilities Form on file. The form must be completed by a certified licensed medical professional having knowledge of the claimed disability.

Eligibility Review (Step 3)

This section outlines the Applicant and Property eligibility requirements. Applications will only be reviewed if funding is available. Failure to disclose accurate and complete information will render the Applicant ineligible for assistance. Applicants deemed income eligible will be notified in writing. The notification letter will also inform the Applicant of the 5-calendar day deadline to contact HCDD to confirm whether or not he/she wants to schedule a date and time for a HRP Inspector to conduct a damage assessment inspection of the Property to be assisted.

Eligibility Requirements

Applicant Eligibility Requirements

Applicants may be considered eligible if they meet certain eligibility requirements. HCDD will verify the following:

1. Ownership of the Property;
2. Property taxes are current, deferred, or on an approved payment plan that's in good standing;
3. Property must be the homeowner's current principal residence at the time of application and throughout the process;
4. Total annual household income is at or below 80% of [Area Median Income](#)²;
5. Water bill is current or on a payment plan that's in good standing.
6. Applicant has either a Transfer on Death Deed (ToDD) for the Property recorded in the real property records of the county where the Property is located; **or** other enforceable instrument to distribute the Property. See section [Transfer of Property in the Even of Death](#) for more details.

Duplication of Assistance or Benefits

No duplication of benefits or assistance is allowed under the HRP pursuant to state (as applicable) and federal law.

The Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (the "Stafford Act"), includes provisions prohibiting a Duplication of Benefits ("DOB"). These provisions prohibit the use of federal disaster funds to provide disaster recovery assistance when insurance providers or other federal or state agencies have already funded all or a portion of the activity. Certain Public Laws appropriating CDBG-DR funds and applicable regulations may also include restrictions on DOB or a prohibition on the use of CDBG-DR funds to meet a match, share, or contribution requirement for any other federal program.

Subrogation and Assignment Agreement, the Applicant shall assign to the City any future funds received for the same purpose as those awarded or provided for with CDBG-DR, CDBG, or TIRZ funds. The Applicant is obligated to certify that they understand this requirement as outlined within the subrogation terms included in the Applicant's contract with the City.

² <https://www.huduser.gov/portal/datasets/il.html>

Property Eligibility Requirements

1. Must be located within the incorporated areas of the City of Houston;
2. Must be a traditional detached stick built single-family dwelling;
3. Must be owner occupied with no tenants/occupants renting their home. If there are household members over the age of 18 years of age, a notarized affidavit will be required to be signed by the applicant/co-applicant and that household member, stating they are not a tenant/occupant and are residing rent free.
4. Must be the Applicant's primary resident; and
5. Must meet floodplain requirements ³.

Environmental Review

In accordance with 24 CFR Parts 50, 58, and 570 the Property of the Applicants applying for assistance under the HRP are subject to a review to evaluate impacts on the environment. The Property must pass an environmental review before being deemed eligible for HRP assistance.

Lead Based Paint

Properties built during or prior to 1978 will be assessed for lead based paint and if present, this hazard will be removed in accordance with the Resident Lead-Based Paint Hazard Reduction Act of 1992 under Title X of the Housing and Community Development Act and the HUD Lead Safe Housing Rule under 24 CFR Part 35.

Pursuant to § 35.115, properties built prior to 1978 that need emergency repairs may be exempt from lead-based paint requirements. The exemption allows for emergency actions immediately necessary to safeguard against imminent danger to human life, health, or safety, or to protect property from further structural damage (such as when a property has been damaged by a natural disaster, fire, or structural collapse). The exemption applies only to repairs necessary to respond to the emergency. The Lead Based Paint requirements of subpart B through R of 24 CFR Part 35⁴ shall apply to any work undertaken subsequent to, or above and beyond, the necessary emergency actions.

Properties in the Floodplain

The HRP must comply with the City of Houston Floodplain Ordinance as outlined in provisions of Chapter 19⁵, as implemented by the Floodplain Management Office (FMO). The Floodplain Management Office helps citizens of Houston learn more about the City's floodplain, flood insurance, and ways to protect people and property from the effects of flooding. Properties located in the 100-year floodplain have a 1.0% chance of flooding in any given year. The 1.0% annual chance floodplain or Special Flood Hazard Area (SFHA) are labeled as Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. Properties located in the flood zone are determined by the Federal Emergency Management Agency (FEMA). HCDD verifies the flood risk of properties utilizing Geographic Information Systems.

Property lookup can be conducted at the following website: <http://msc.fema.gov/portal>.

The FMO is responsible for permitting all construction activity within the City of Houston's Special Flood Hazard Area under the provisions of the floodplain ordinance and regulations set by FEMA. Construction

³ Refer to 'Properties in the Floodplain' section

⁴ [eCFR :: 24 CFR Part 35 -- Lead-Based Paint Poisoning Prevention in Certain Residential Structures](#)

⁵ [Chapter 19 - FLOODPLAIN | Code of Ordinances | Houston, TX | Municode Library](#)

activities conducted on properties located in the 100-year floodplain require a “Floodplain Development Permit” issued by the Floodplain Management Office. As per the 2018 Chapter 19, the City of Houston Ordinance requires “the lowest floor and all utilities must be elevated.” An Elevation Certificate demonstrates that the structure is compliant with the floodplain ordinance (Chapter 19 of the Houston City Code) by **elevating the lowest floor and all utilities to at least the minimum flood protection elevation, which is 0.2% flood elevation plus 2 feet.** The FMO documents the compliance with the elevation requirements and performance standards of the City’s floodplain ordinance. Hence per Chapter 19 requirements, single family structures must be elevated at least a minimum of 2 feet above the 0.2% base flood elevation (500-year floodplain) in the absence of any more stringent rules or requirements.

Rehabilitation or reconstruction of properties located within the floodplain is regulated by Chapter 19 of the City Code of Ordinances. When the Homeowner’s Property address is located within the 100-year floodplain, HCDD will request a floodplain development permit to protect the health, safety, and welfare of the Homeowner [[Ord 19-43\(b\)](#)]. Rehabilitation or reconstruction of properties located within the floodplain must adhere to Chapter 19 – City Code of Ordinance definition of substantial damage and substantial improvement as follows:

Substantial damage means the damage of any origin sustained by a structure for which the cost of repair or restoration of the structure to its before-damaged condition would equal or exceeds 50 percent of the market value of the structure. For the purpose of this definition, the market value refers to the value of the structure immediately prior to the damage.

Substantial improvement means any repair, reconstruction, rehabilitation, addition, or other improvements of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term shall include a structure that has incurred substantial damage, regardless of the repair work performed. The term shall not include either:

- (1) Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications that have been identified by the local code enforcement official and are the minimum necessary to assure safe living conditions; or
- (2) Any alteration of a historic structure provided that the alteration will not preclude the structure’s continued designation as a historic landmark structure.

Ineligibility

Applicant(s) may be deemed ineligible for any of the following reasons, note that the list below is not all-encompassing:

1. Applicant(s) not recorded owner(s) of the Property;
2. Applicant has tenants/occupants residing in the home to be assisted;
3. Title issues;
4. Senior lienholder refuses to sign subordination agreement;
5. Reverse mortgage exists;
6. Failure to complete Non-Resident Homeowner Consent and Acknowledgement Affidavit, if applicable;

8. Pending bankruptcy or foreclosure, property taxes not current or deferred or payment plan not current;
9. No Transfer on Death Deed for the Property recorded in the property records for the county where the Property is located (or other Transfer Instrument);
10. Property not located within the incorporated areas of the City of Houston;
11. Property is not the homeowner's (Applicant's) primary residence;
12. Property is a rental, vacation or secondary home, townhouse, condominium, and/or manufactured house; and/or
13. Property is located in floodplain (see "Properties in the Floodplain" below).

Occupancy Requirement

The Homeowner shall occupy the Property as their primary residence during the applicable Affordability Period, except that if the Homeowner receives further assistance from the HRP or assistance from another program that requires temporary vacancy of the Property to complete repairs or replacement of the dwelling, then the Director, in their sole discretion, may waive the HRP occupancy requirement only for the period of said temporary vacancy. If there is a conflict between the terms of the HRP (as they may be amended from time to time) and those of the other program, the more restrictive terms shall apply.

Property Insurance During the entire Affordability Period

Homeowners shall maintain property insurance, and, if applicable, flood insurance in accordance with applicable City, state and federal laws and regulations, and as may be required in these Guidelines or any related document. If the Homeowner fails to maintain the property insurance required by this paragraph or fails to notify any transferee of the Property of such insurance requirements, and the Property is damaged by a future disaster, then the Homeowner may not be eligible for future assistance. In addition, if the Homeowner resides in the 100-year floodplain and fails to maintain flood insurance, then the Homeowner will not be eligible for any further assistance.

Program Withdrawal

Administrative Withdrawal

Applicants may be administratively withdrawn from the HRP for multiple reasons including but not limited to:

- An incomplete application or failing to submit an acceptable application by the deadline;
- Submitting false/misleading information;
- Failing to provide all required supporting documents by the deadline;
- Total annual (household) income exceeds 80% of the most current HUD AMI limits;
- Being a recipient of prior assistance and failing to maintain required property and or flood insurance;
- Property is a secondary residence, rental property, vacation residence, townhouse, condominium, and/or manufactured home;
- Aggressive, disrespectful and/or abusive to a HCDD employee, representative or HRP affiliate either by Applicant or Communication Designee; and/or
- Ineligible Property.

APPLICANT(S) WHO ARE ADMINISTRATIVELY WITHDRAWN FROM THE HRP WILL NOT BE ALLOWED TO REAPPLY UNTIL AFTER 6 MONTHS FROM THE DATE OF BEING WITHDRAWN. This 6-month waiting period does not apply to applicants affected by limited funding.

Voluntary Withdrawal

An Applicant can voluntarily withdraw from the HRP at any time prior to execution of Project Documents (see Definitions section). Applicants must provide a written notice via email to singlefamilyeligibility@houstontx.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 Applicant’s name, Property address, and the reason(s) for withdrawing. HCDD will send a written acknowledgement of the Applicant’s voluntary withdrawal. Applicants who voluntarily withdraw from the HRP will be required to re-apply, if at a later date, the Applicant desires to participate in the HRP.

Types of HRP Assistance

Rehabilitation or Reconstruction Assistance Overview

A HRP Inspector will perform an initial inspection to determine the level of assistance needed to remedy conditions that present threats to the life, health, and safety of the household. The table below indicates the levels of assistance available through HRP, as determined by the cost of repairs. The cost of repairs is inclusive of Change Orders (see [Definitions](#) sections) but does not include other site-specific costs addressing elevation, environmental, lead, asbestos, mold, resiliency, accessibility, and local neighborhood requirements (Homeowner Associations).

Assistance Levels	Cost of Repairs	Affordability Period	Percentage forgiven annually*
Emergency & Minor Repairs – Tier I	<\$50,000.00	None	Not Applicable
Moderate & Substantial Rehabilitation – Tier II	>\$50,000.01 to \$80,000.00	5 years	20%
Substantial Gut Rehabilitation** – Tier III	>\$80,000.01 to \$200,000.00	10 years	10%
Reconstruction – Tier III	>\$80,000.01 to \$250,000.00 (With Director approval, additional funding up to \$50,000.00 may be available only for site-specific costs, not included in the base cost, due to homeowner association requirements, deed restrictions, elevation requirements, accessibility)	10 years	10%

	enhancements, and asbestos remediation or other environmental issues or health and safety hazards for Reconstruction projects only)		
<p>* Level of assistance forgiven annually is a percentage which is applied to the total amount of assistance provided, not the outstanding level assistance yet to be forgiven.</p> <p>** Substantial Gut Rehabilitation assistance may be provided on a case-by-case basis when the integrity of the Property's foundation is deemed sufficient to withstand construction, taking into consideration certain factors which are further discussed under the "Reconstruction/Substantial Gut Rehabilitation – Tier III" section of the Guidelines.</p>			

Tier I assistance is offered in the form of a grant. Tier II and Tier III assistance is offered in the form of a zero percent interest, deferred, Forgivable Loan that is secured by a lien on the Property. HCDD will take second lien position if a first lien exists. In cases where a second lien exists by the same lienholder, HCDD will take a third lien position. The duration of the forgivable loan is referred to as the Affordability Period. During the Affordability Period the amount of assistance that is provided will be forgiven/reduced on an annual pro-rated basis for each year the Homeowner continues to occupy the Property as their primary residence, with no credit given for partial years completed. The Affordability Period begins upon the date of the issuance of the Acceptance Form and ends on the Maturity Date.

Emergency and Minor Repairs – Tier I

Tier I assistance is offered in the form of a grant.

Emergency Repairs

When the current condition of the Property presents an imminent danger to life, health, and safety, the Homeowner may qualify for emergency assistance. Emergency repairs only address conditions in the home which could reasonably be expected to cause death or serious physical harm immediately or in the near future. Service provision for Homeowners in need of emergency assistance will be expedited. The cost of repairs cannot exceed \$50,000, including Change Orders, unless the Director has authorized an eligible residence cost waiver. Emergency Repairs are intended to alleviate the emergent life, health, or safety hazards which may include but are not limited to:

- Roof repairs/replacement,
- Gas leak, plumbing (domestic water lines and sanitary waste lines),
- HVAC repairs/replacement,
- Electrical (Panel Box and Ground Fault Circuit Interrupter)

Minor Rehabilitation

When the current condition of the Property does not present an imminent danger to life, health, and safety, the Homeowner may qualify for Minor Rehabilitation Assistance. The cost of repairs, including Change Orders as a result of any unforeseen condition, cannot exceed \$50,000, unless the Director has authorized an eligible residence cost waiver. Repairs that are the result of prolonged deferred maintenance to the home may include but are not limited to:

- Roof repairs/replacement,
- Plumbing (domestic water lines and sanitary waste lines),
- HVAC repairs/replacement,
- Electrical (Panel Box and Ground Fault Circuit Interrupter),
- Exterior siding/trim, and/or
- Windows, doors (exterior/interior) and trim.

Moderate and Substantial Rehabilitation – Tier II

Moderate and Substantial Rehabilitation may include rehabilitation to a limited and specific area or portion of the Property structure. It is not the intent of this assistance to remodel properties, but to conserve and preserve the existing home. These repairs include but are not limited to:

- Structural,
- Exterior siding/trim,
- Windows, doors (exterior/interior) and trim,
- Roof repairs/replacement,
- Substantial systems (i.e., HVAC) ,
- Water, and wastewater
- Flooring repair/replacement (subflooring/finish flooring),
- Drywall repair/replacement, and/or
- Complete electrical upgrade.

Moderate Rehabilitation

Moderate or Substantial Rehabilitation costs between \$50,000.01 to \$80,000.00, including Change Orders. (If unforeseen conditions result in Change Orders causing the total cost of a Tier II Moderate or Substantial Rehabilitation to exceed \$80,000.00, (i) the Director, in their sole discretion, may approve a cost waiver to exceed the Tier II \$80,000.00 ceiling, or (ii) the Project may be recommended as a Tier III Reconstruction or Substantial Gut Rehabilitation.) Tier II assistance is offered in the form of a 5 year, zero percent interest, deferred, forgivable loan, secured by a lien on the Property. During this 5-year period, also referred to as the Affordability Period, the amount of assistance will be forgiven/reduced on an annual pro-rated basis for each year the Homeowner continues to occupy the home as their Primary Residence.

Should the Homeowner default, sell or otherwise convey their ownership interest in the Property during the Affordability Period the remaining prorated amount of assistance will become immediately due and payable.

Reconstruction and Substantial Gut Rehabilitation – Tier III

Properties requiring repairs that exceed fifty percent (50%) of the cost to rebuild the home (in accordance with its current configuration), or properties requiring repairs that exceed \$80,000, may qualify for Tier III Reconstruction or Substantial Gut Rehabilitation assistance.

Properties that qualify for Reconstruction will be demolished and reconstructed on the same site. The reconstructed home (living area square footage) may be smaller or larger than the existing home depending on household composition and need. The replacement home will be constructed according to the market rates for new construction in the Houston area. The base cost of Reconstruction may not exceed \$250,000.00. If, and only if, funding is available and the Director approves it, additional funding up to \$50,000.00 may be available for site-specific costs due to homeowner association requirements, deed restrictions, elevation requirements, accessibility enhancements, and asbestos remediation or other environmental issues or health and safety hazards.

Tier III assistance is offered in the form of a 10-year, zero percent interest, deferred forgivable loan, secured by a lien on the Property. During this 10-year Affordability Period, the amount of assistance will be forgiven/reduced on an annual pro-rata basis for each year the Homeowner continues to occupy the

Property as their Primary Residence. The lien on the Property will be removed upon completion with the terms and conditions of all HRP documents and completion of the Affordability Period.

Should the Homeowner default, sell or otherwise convey their ownership interest in the Property during the Affordability Period, the remaining prorated amount of assistance will become immediately due and payable.

Properties qualifying for Tier III assistance may be considered for Substantial Gut Rehabilitation assistance on a case-by-case basis, when the cost of repairs do not exceed \$200,000 (inclusive of Change Orders, and where the integrity of the home's foundation is deemed sufficient to withstand construction, taking into consideration factors such as: HOA requirements; historical preservation obligations; the warranted benefit over program new home design standards, when considering current household composition and the Properties existing structural configuration; and neighborhood aesthetics.

A Substantial Gut Rehabilitation shall include the general replacement of structural elements (interior and exterior) such as flooring systems, roofing systems, columns or load bearing interior or exterior walls, removal of plaster or sheetrock from ceilings and walls back to the rafters and studs and replacing them with new sheetrock, insulation in walls and attic spaces, some or all trim, windows and doors, plumbing and electrical/mechanical systems.

If a home is eligible for Substantial Gut Rehabilitation per this definition, but the structural integrity of the home is deemed insufficient to support a period of livability similar in duration to that of a Tier III Substantial Gut Rehabilitation, the home will be recommended for Tier III Reconstruction.

For properties located in the 100-year floodplain, the estimated cost of repairs **must be** less than fifty percent (50%) of the market value of the structure to qualify for Substantial Gut Rehabilitation Assistance in accordance with City of Houston Ordinance – Chapter 19. The project will require a Floodplain Development Permit issued by the Floodplain Management Office (FMO). An Elevation Certificate is needed to obtain the Floodplain Development Permit. The Elevation Certificate is used by the FMO to document the home's compliance with the elevation requirements and performance standards of the City's floodplain ordinance. Structurally sound properties with substantial damage located within the 100-year floodplain are required to meet the minimum flood protection elevation standards, as per Chapter 19 of The City of Houston Floodplain Ordinance.

Note: Per Chapter 19 of the City of Houston Code of Ordinances: "the lowest floor and all utilities must be elevated" to at least the minimum flood protection elevation, which is 0.2% flood elevation plus 2 feet. The 0.2% flood elevation is the key definition of the 500-year floodplain boundary. Substantial Gut Rehabilitation projects will remain compliant with the City of Houston Floodplain Ordinances and the current minimum flood protection elevations standards.

Based on the additional cost and federal permitting requirements for proposed construction within the 100-year floodplain, Substantial Gut Rehabilitation projects require approval by the HCDD Director.

Moving and Storage & Temporary Relocation Assistance

Moving and Storage

Based on funding availability, the HRP will offer moving and storage services, but if funding is unavailable, Homeowners will be responsible for moving and securing their personal belongings at their sole expense. If a Homeowner is unable to move their belongings within two weeks of notice, they may be administratively withdrawn from the program prior to execution of Project Documents.

The moving and storage service shall be provided by an HCDD procured organization. The organization may provide all materials and labor required to pack and move a Homeowner's personal belongings, from the Homeowner's home to the organization's storage facility and back to the Homeowner's home upon completion of construction/rehabilitation at no expense to the Homeowner.

Homeowners shall have the option of obtaining packing materials to pack their personal belongings, at their sole expense. However, neither the HRP nor City nor the moving and storage organization shall be responsible or liable for any damage to personal belongings packed by the Homeowner. HRP staff will inform the Homeowner of the basic 60 cents per pound insurance coverage provided by the moving and storage organization for damages to personal belongings. Homeowners will be encouraged to consider purchasing additional insurance from the moving and storage organization, at Homeowners sole expense, for damages to personal belongings.

Moving and storage assistance may be provided based on Tier determination as follows:

- Moderate/Substantial Rehabilitation (Tier II): Homeowners, when applicable, will be provided a container "Pod" for on-site storage or offered off-site storage, contingent upon funding availability.
- Reconstruction/Substantial Gut Rehabilitation (Tier III): HCDD will offer Homeowners moving and off-site storage and temporary relocation assistance, contingent upon funding availability.

Temporary Relocation Assistance

Based on funding availability, temporary relocation assistance (TRA) may be provided under certain conditions (i) the HRP requested and approved the Homeowner to move out of their home and (ii) the Homeowner has been out of their home for more than 120 days after issuance of the Notice to Proceed (NTP). If funding is unavailable, the Homeowner(s) will be responsible for finding alternate housing at their sole expense. If the Homeowner is unable to find alternate housing, within 30 calendar days, the HRP reserves the right to administratively withdraw the Homeowner from the program.

The Director shall have discretion on a case-by-case basis to increase the maximum amount for TRA based on funding availability. If TRA is granted, relocation will follow the Single-Family Optional Relocation Policy as amended from time to time.

When the HRP is aware that construction will exceed the expected 120 days and a Homeowner is nearing a temporary relocation period of ninety (90) days, construction completion will be expedited, and bi-weekly homeowner progress meetings will be held with the Homeowner.

Before, During, and After Construction

Homeowners will be held to certain responsibilities within this voluntary program, including but not limited to

- Payment of Utilities
- Preparing Property for Repairs
- Attend Homeowner Progress Meetings
- Insurance Claim Proceeds

Payment of Utilities

Homeowners shall be responsible for payment of their utility bills (gas, electricity, water etc.), which must be current and remain current until the Work has been completed.

Prepare Property for Repairs

Homeowners will have up to 30 calendar days from signing the Project Initiation Document to prepare their home for program assistance. If a Homeowner is unable to prepare his/her home within the 30 calendar days, the HRP may allow the Homeowner an additional two weeks to prepare the home. Due to the urgency of Emergency Repair assistance, upon notification by the HRP Project Manager, the Homeowner(s) must prepare his/her home for access immediately. All inoperable or abandoned vehicles must be removed from the Property prior to the start of the project. Failure on the part of the Homeowner to timely prepare the Property for rehabilitation or demolition and/or manage the utilities will delay commencement of the work and may because to administratively withdraw the Homeowner from the program.

Note: Neither the City, HCDD, nor Contractors shall be held liable for theft or any damage to any Homeowner's personal belongings. Liability for theft and/or damage to any personal belongings will adhere to the parameters outlined in the moving and storage contract.

Attend Homeowner Progress Meetings

The purpose of the Homeowner Progress Meeting (HPM) is to inform Homeowners nearing the 120-day relocation threshold of their construction status and anticipated move-back date. Homeowners will be notified of circumstances that will or have caused construction delays beyond the initial Notice to Proceed (NTP) completion date or as amended by Change Order(s). The HCDD Project Manager is responsible for ensuring assigned HCDD Inspectors conduct the HPM with the Homeowner(s) at least five (5) business days after the determination that completion of the required rehabilitation or reconstruction work will exceed 120 days.

At this meeting, the Inspector or Project Manager (when required), will discuss circumstances that will or have caused construction delays, answer questions the Homeowner may have due to the delay, provide the Homeowner with a revised estimated completion date, move-back date and complete the HPM Form. At the discretion of the Homeowner, the meeting may take place at the Homeowner's temporary residence or at the HCDD office.

When it has been determined that a HRP Project will exceed the 120-day threshold, the Project Manager via email, shall within 1 business day, request the awarded General Contractor, to prepare and submit an accelerated Progress Schedule within 3 calendar days of the date of the email for all Projects

exceeding the 120-day threshold. Upon receipt, the Project Manager shall review the accelerated Progress Schedule with the General Contractor to ensure its achievable to complete the Scope of Work prior to the 12-month displacement threshold.

The Project Manager shall schedule weekly meetings with the awarded General Contractor(s) until all Projects exceeding the 120-day completion threshold have been completed.

Additionally, the Project Manager via email, shall provide a copy of the General Contractor's accelerated Progress Schedule to the assigned Inspector together with instructions to (1) conduct inspections of the Project work site no less than twice weekly to ensure the General Contractor adheres to the accelerated Progress Schedule for projects between 5 and 8 months (2) complete and maintain inspection reports (3) take and maintain date/time stamped photographs of the work site (4) notify the Project Manager when the General Contractor fails to comply with the accelerated Progress Schedule (5) conduct bi-weekly HPM's with Homeowners who have been out of their home between 5 and 8 months (6) conduct inspections of the Project work site no less than three times per day per week for projects between 8 and 12 months (6) conduct weekly HPM's with Homeowners who have been out of their home between 8 and 12 months.

Insurance Claim Proceeds

If an insurance check is received for damages to a Program Property in the amount of \$10,000 or more, the progress of repairs to the Property may be monitored by the City and, under certain circumstances, the insurance proceeds may be deposited in an escrow account maintained by the City or the senior lender.

Death of the Homeowner

Before Construction (Before Execution of the Tri-Party Agreement)

If a Homeowner receiving any Tier of assistance becomes deceased before the Tri-Party Agreement is executed *and there is a Co-Applicant*, then the Co-Applicant shall continue their responsibilities under the Project Documents, including any applicable Affordability Period.

If a Homeowner receiving any Tier of assistance becomes deceased before the Tri-Party Agreement is executed *and there is not a Co-Applicant*, then the surviving heir(s) may apply to participate in the HRP.

During Construction (Between Execution of the Tri-Party Agreement and Execution of the Acceptance Form)

If a Homeowner receiving any Tier of assistance becomes deceased after the Tri-Party Agreement is executed *and there is a Co-Applicant*, then the Co-Applicant shall continue their responsibilities under the Project Documents, including any applicable Affordability Period.

If a Homeowner receiving any Tier of assistance becomes deceased after the Tri-Party Agreement is executed *and there is not a Co-Applicant*, then the surviving heir(s) may request one of two options:

- Payoff of the Forgivable Loan; or
- Assumption of the Forgivable Loan

Payoff of the Forgivable Loan

The surviving heir(s) may pay off the remaining loan amount according to the terms established in the Deed of Trust and Promissory Note, as may be modified by Change Orders or amended. If applicable, a Release of Lien will be processed after the payoff is complete.

Assumption of the Forgivable Loan

The surviving heir(s) can submit a request to HCDD that will allow surviving heirs, if HCDD determines they meet the HRP eligibility requirements, to assume the original terms of the Forgivable Loan. The heir(s) must provide proof of inheritance⁶ and clear title to the Property and agree to reside on the Property as their principal residence for the remainder of the Affordability Period. The heir(s) must execute an HRP Loan Assumption and Modification Agreement, Amended and Restated Deed of Trust, and any other documents as the Director, in consultation with the City Attorney, may require.

The surviving heir(s) of the Property will be responsible for all insurance and maintenance on the Property at their own expense.

If the surviving heir(s) are unable or unwilling to elect either of the two foregoing options, then the City may foreclose on the Property and exercise any other remedies available at law or equity.

After Construction (After Execution of the Acceptance Form; During Affordability Period)

If a Homeowner receiving Tier 2 or Tier 3 assistance becomes deceased *after* the Acceptance Form is executed, but before the end of the applicable Affordability Period, *and there is a Co-Applicant*, then the Co-Applicant shall continue their responsibilities under the Project Documents, including the applicable Affordability Period.

If a Homeowner receiving Tier 2 or Tier 3 assistance becomes deceased *after* the Acceptance Form is executed, but before the end of the applicable Affordability Period, *and there is not a Co-Applicant*, then the City may forgive the Forgivable Loan.

Transfer of Property in the Event of Death

Pursuant to consultation with their own legal counsel, Homeowners are required to have either (1) a Transfer on Death Deed (ToDD) for the Property recorded in the real property records of the county where the Property is located; or (2) other enforceable instrument to distribute the Property in the event of death, as approved by the Director in consultation with the City Attorney (“Transfer Instrument”) in place for the duration of the construction period, after which Homeowner may revoke the Transfer Instrument. In accordance with the Disclaimer above, it is the Homeowner’s responsibility to contact an attorney to obtain advice regarding: (1) how a Transfer Instrument may affect the Homeowner and/or the interests of others with interest in the Property during the construction period, and (2) after construction, how to revoke said Transfer Instrument, if so desired. If there is a Co-Applicant, Co-Applicant must be the primary beneficiary pursuant to the Transfer Instrument.

⁶ As accepted by the Director in consultation with the City Attorney, as applicable.

Contractor Requirements

Contractor Procurement

The HRP may use for-profit general contractors and/or non-profit organizations to complete the work. The general contractors and non-profit organizations will be procured through the City's Strategic Procurement Division.

Prior to procuring the Contractor, the HCDD Assessor/Staff Analyst 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. General 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 HRP Contractors bid on an HRP Project, or (2) the Contractor assignment method to assign HRP Contractors to Projects for the Program without requiring a separate bidding process for each home.

Contractor Assignment

For the first round of Project assignments under a particular RFP, HCDD will evenly distribute Projects among the Contractors. To determine further Project assignments, HCDD will evaluate each Contractor's Project according to the criteria set forth in the Project Documents. Each project will be tracked, evaluated and graded on Schedule Adherence, Scope Management, Communication, Inspections, Punchlist items, Program Standards and Homeowner Satisfaction. HCDD will evaluate (i) the results of the evaluation and (ii) the Contractor's capacity to determine the extent to which a Contractor will be assigned additional Projects, if any. The volume of work allocated to a Contractor depends on a comprehensive analysis of the actual measurable performance in completing the activities in a timely and satisfactory manner in accordance with the requirements of the program and the Contractor's ability to meet all contractual requirements.

Preconstruction Conference

HCDD will coordinate preconstruction conferences with the Homeowners that receive Tier I-Minor Rehabilitation, Tier II-Moderate/Substantial Rehabilitation, or Tier III-Reconstruction/Substantial Gut Rehabilitation, HCDD Inspectors will coordinate a preconstruction conference with the Homeowner and the assigned Contractor.

Construction Management

HCDD inspectors will perform field/progress inspections to ensure contract requirements have been satisfactorily fulfilled.

Minimum Construction Standards

In accordance with HCDDs' Minimum Construction Standards for New Construction, Reconstruction, or Rehabilitation for Single-Family Housing, the HRP will address the design requirements and standards to ensure that all residents live in safe, habitable dwellings; and that the items and components located inside the building, outside the building, and within the units of housing are functionally adequate, operable, and free of health and safety hazards.

Close-Out

Construction Close-Out

Construction close-out occurs upon completion of the required rehabilitation, reconstruction or construction scope of work, punch list work and final walk-through inspection and the Homeowner has signed the final inspection checklist and Acceptance Form and received all warranties.

Project Close-Out

Project close-out occurs upon release of the Contractors 10% Reserve aka Retainage, verification that all required project documents related to intake, contracts, Construction and Contractor payments and invoicing have been uploaded to HRP system of record i.e., OnBase.

Monitoring Throughout Lien Period

It shall be considered a default if the Homeowner 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 Homeowner pertaining to this program.

Monitoring

On an annual basis, the HCDD Compliance and Grant Administration Section, shall verify compliance with the terms of the Project Documents.

HCDD reserves the right to periodically monitor properties to determine if the Property was transferred or sold during the Affordability Period and the time the lien is active. The following sources of verification may be used:

- Annual tax record review of the applicable appraisal district or tax assessor-collector's online records
- Self-certification letters
- Site visit
- Lien and ownership search in the applicable County Clerk's Office online records

Sale or Transfer of Property

If a Property is sold or transferred before the lien matures, the remaining principal balance of the HRP assistance must be paid to the City.

Releases of Liens

HCDD will release the lien and consider the Forgivable Loan forgiven: (1) upon the maturity date of the applicable Affordability Period if the Homeowner has not defaulted, (2) upon payoff of the Forgivable Loan, or (3) upon the death of the Homeowner during the applicable Affordability Period, in accordance with these Guidelines, particularly the provisions of the Sections entitled "Death of the Homeowner" and "Transfer of Property in the Event of Death."

Verification of Property Insurance

If required, property insurance and/or flood insurance must be maintained throughout the Affordability Period and must be furnished upon request. Failure to maintain required property insurance and/or

flood insurance shall be deemed a Default. See “Construction/Reconstruction” above for additional details.

Complaints and Appeals

The City of Houston Housing and Community Development Department (HCDD) accepts complaints and appeals regarding HCDD-funded programs, developments, and/or activities. The following sections outline the complaint and appeals processes.

Contact Information

City of Houston Housing and Community Development Department
ATTN: Complaints and Appeals
2100 Travis Street, 9th Floor
Houston, TX, 77002

Phone: 832-394-6200

Email: hcddcomplaintsappeal@houstontx.gov

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

Complaints

The HCDD welcomes feedback and complaints from any member of the public. Complaints are accepted verbally (in person or over the telephone) or in writing (by letter or via email). Complaints will be responded to in writing within 15 business days, as practicable. For further information, please refer to the HCDD Complaints website at: <https://houstontx.gov/housing/complaints.html>.

Appeals

Appeal Request

All program applicants have the right to appeal a determination made by the Housing and Community Development Department (HCDD). Applicants have the right to appeal decisions made on their program file based on the following:

- Non-receipt of award through NOFA or RFP process
- Denied services through any of HCDD’s programs
- Denial of a request for resolution for tax credits
- Program eligibility determination
- Program award calculation
- Program determination of Moderate or Substantial damage leading to Rehabilitation or Reconstruction
- 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, mailed or delivered letter, online [Appeal Request](#) form, or using the paper form at the HCDD office. Appeal Requests must be submitted within 30 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

Appeals Process

Tier 1 Appeals are the initial determination appeal, 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. The Appeals Review Committee (ARC) will review all documentation and the supporting documents to make a final decision. The appellant may only escalate to a Tier 2 appeal after a Tier 1 determination has been made the program area. The ARC will process the escalated appeal within thirty (30) days, as practicable. The ARC will transmit their decision to the appellant in writing.

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 <https://houstontx.gov/housing/appeals.html>.

Regulatory Considerations

Americans with Disabilities Act (ADA)

The Americans with Disabilities Act of 1990 (ADA) prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, state, and local government services, public accommodations, commercial facilities, and transportation. It also mandates the establishment of telecommunications device for the deaf (TDD)/telephone relay services. The City of Houston Housing and Community Development Department (HCDD) takes affirmative steps to ensure that people with disabilities have equal access to the programs offered by HCDD, and that any services are delivered in the most integrated manner possible.

Davis-Bacon Labor Standards

The Davis-Bacon Act and Related Acts (DBRA) applies to contractors and subcontractors carrying out certain federally funded or assisted construction contracts in excess of \$2,000 and requires, the payment of the prevailing wages (including fringe benefits) for corresponding work on similar projects in the area. For certain federally assisted prime construction contracts of more than \$100,000 subject to the DBRA, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular pay for all hours worked over 40 in a work week. Additionally,

HCDD must follow the reporting requirements per HUD and the U.S. Department of Labor regulations. This requirement also extends to HCDD's sub-recipients and contractors. Construction activity on scattered sites for owner-occupied properties does not trigger the applicability of DBRA. DBRA may apply when site improvement activity is performed on a contiguous parcel. Consult the Labor Standards team for assistance.

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.

Fair Housing Act

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. Homeowners that feel they have been discriminated against can contact:

HCDD Fair Housing & Tenant/Landlord Hotline

832-394-6200, extension 5

Additional reports of housing discrimination can be made to:

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) www.hud.gov/offices/fheo

OR

Texas Workforce Commission

Civil Rights Division

1-888-452-4778 (Voice)

1-800-735-2989 (TTY)

Fair Labor Standards Act of 1938, as Amended

The Fair Labor Standards Act of 1938, as amended (FLSA), establishes the basic minimum wage standards work and requires the payment of overtime, for certain employees, at the rate of at least one and one-half times the basic hourly rate of pay for hours worked after 40 hours of work in a workweek.

These labor standards are applicable to the entire construction contract, regardless if CDBG-DR funds finance only a portion of the project.

Limited English Proficiency

Federal Executive Order 131661 requires HCDD and all satellite offices, programs, Subrecipients, contractors, subcontractors, and/or developers funded whole or in part with CDBG-DR financial assistance to ensure fair and meaningful access to programs and services for families and individuals with Limited English Proficiency (LEP) and/or deaf/hard of hearing. 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.

Minority Women Small Business Enterprises

The Federal Executive Order 12432 guidelines require selected federal agencies to promote and increase the utilization of Minority-Owned Business Enterprises (MBEs). 2 C.F.R. § 200.321 requires the non-federal entity to take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible and for the non-federal entity to require its prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of 2 C.F.R. § 200.321(b).

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.⁸ 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>

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 §1701u) ("Section 3") 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 Part 75 ("Section 3 Regulations").

⁷ [Houston City Code, Chapter 15 Article V](#)

⁸ <https://www.houstontx.gov/obo/policies-procedures.html>

Pay or Play

Contractors shall comply with the City's Pay or Play Program, as set out in Executive Order No. 1-7⁹, the requirements and terms of which are incorporated into document and review the requirements of Executive Order No. 1-7. The Contractors should demonstrate that they have the willingness and ability to comply with the City's Contractors' Pay of Play Program.

Fraud, Waste, and Abuse

The City will assess all program systems, processes, and Standard Operating Procedures from an anti-fraud, waste, and abuse perspective. The City will provide anti-fraud training to program staff. Any potential fraud, waste, and abuse detected by staff must be reported to the Allegations Coordinator or directly to the Office of Inspector General. Anyone with information regarding known or suspected misappropriation of funds or resources is encouraged to report the information to the Allegations Coordinator via email at housingfraud@houstontx.gov or directly to the Office of Inspector General at:

City of Houston Office of the Inspector General

900 Bagby St., 4th Floor
Houston, TX 77002; or
P.O. Box 368
Houston, TX 77001-0368
832-394-5100

Conflict of Interest

In accordance with the conflict of interest regulations at 24 CFR § 570.611 and 24 CFR § 570.489(h), and contained in the contract between HCDD and GLO (as applicable), no person who is an employee, agent, consultant, officer, or elected or appointed official of the City, or of any designated public agency, or of a subrecipient receiving funds from the City under the HRP, CDBG, or CDBG-DR15 activities (each an "Assisted Activity"; collectively, "Assisted Activities"), (a) who exercises or has exercised any functions or responsibilities with respect to the Assisted Activities; or (b) who is in a position to participate in a decision-making process or gain inside information with regard to the Assisted Activities, may: (x) obtain a financial interest or benefit from the Assisted Activities or the proceeds thereof, or (y) have any financial interest in any contract, subcontract, or agreement with respect to the Assisted Activities or the proceeds of thereof, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one year thereafter.

The Program requires compliance with all applicable conflict of interest provisions, including but not limited to federal, state, and local statutes, laws, regulations, ordinances, and other requirements including but not limited to the Texas Local Government Code Chapters 171¹⁰, 176¹¹ and 553¹²; Chapter 36, Sections 36.02¹³ and 36.08¹⁴ and Chapter 39, Section 39.02¹⁵ of the Penal Code; Article VII, Section 4

⁹ <http://www.houstontx.gov/obo/popforms.html>

¹⁰ <https://statutes.capitol.texas.gov/Docs/LG/htm/LG.171.htm>

¹¹ <https://statutes.capitol.texas.gov/docs/lg/htm/lg.176.htm>

¹² <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.553.htm>

¹³ <https://statutes.capitol.texas.gov/Docs/PE/htm/PE.36.htm#36.02>

¹⁴ <https://statutes.capitol.texas.gov/Docs/PE/htm/PE.36.htm#36.08>

¹⁵ <https://statutes.capitol.texas.gov/Docs/PE/htm/PE.39.htm#39.02>

of the City Charter¹⁶; Chapter 14, Article II, Section 14-183¹⁷, Chapter 15, Article III, Sections 15-1¹⁸(as amended by City Ordinance No. 2021-44¹⁹), 15-55²⁰, & 15-56²¹and Chapter 18, Article I, Section 18-3²²of the City of Houston’s Code of Ordinances, Executive Order 1-28²³, A.P. 2-22²⁴, and the HCDD’s latest Conflict of Interest Policy #01-040.

Program staff are required to disclose any relationship with an Applicant, vendor or Contractor. Applicants in this program will submit a completed and signed Conflict of Interest Disclosure Form with the application noting any potential conflicts of interests with city employees. For the purposes of this program, “immediate family member” and “immediate family ties” shall have the meaning in the Code of Federal Regulations, City Administrative Policy 2-22, and City Code of Ordinances, Chapter 15, Article 1, Section 15-1(g). If the foregoing definitions conflict, the most restrictive one shall apply.

Program administrators will establish safeguards to prohibit employees, officers, and agents from using their position for a purpose that gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties. HCDD may require disclosure of any potential conflict of interest to the governing body of the locality, to the recipient’s legal counsel, and as otherwise may be appropriate.

Access to Records

The availability of records is subject to the exceptions to public disclosure set forth in the Texas Public Information Act, Chapter 552 of the Texas Government Code, (“TPIA”). TPIA requests must be made in writing to the City’s Public Information Officer and will be processed in accordance with the procedures set forth therein. In accordance with 24 CFR § 570.508 and notwithstanding 2 CFR § 200.337, HCDD shall provide the public with reasonable access to records regarding the past use of CDBG funds, consistent with applicable State and local laws regarding privacy and obligations of confidentiality.

Confidentiality/Privacy

The Program is committed to protecting the privacy of all individual stakeholders, including the public and those individuals working on the program. The program’s 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.

The data collected from Applicants for the Program may contain personal information on individuals that is covered by applicable federal and state laws, regulations, and rules. Effective September 1, 2019, the Texas Public Information Act makes confidential the personal identifying information of any person who applies for federal or state disaster funding. These laws provide for confidentiality and restrict the disclosure of confidential and personal information. Unauthorized disclosure of such personal information

¹⁶ https://library.municode.com/tx/houston/codes/code_of_ordinances/178617?nodeId=CH_ARTVIICICO_S4REUPMECO

¹⁷ https://library.municode.com/tx/houston/codes/code_of_ordinances?nodeId=COOR_CH14CISE_ARTIIRU_DIV15RU15.DIACGE_S14-183VICEST

¹⁸ https://library.municode.com/tx/houston/codes/code_of_ordinances?nodeId=COOR_CH15CO_ARTIINGE_S15-1PUPOPINCOPEINCI

¹⁹ https://library.municode.com/tx/houston/ordinances/code_of_ordinances?nodeId=1066559

²⁰ https://library.municode.com/tx/houston/codes/code_of_ordinances?nodeId=COOR_CH15CO_ARTIICOPR_S15-55COIN

²¹ https://library.municode.com/tx/houston/codes/code_of_ordinances?nodeId=COOR_CH15CO_ARTIICOPR_S15-56ETVAGUPR

https://library.municode.com/tx/houston/codes/code_of_ordinances?nodeId=COOR_CH15CO_ARTIICOPR_S15-56ETVAGUPR

²² https://library.municode.com/tx/houston/codes/code_of_ordinances?nodeId=COOR_CH18ETFIDI_ARTIINGE_S18-3STCO

²³ <https://www.houstontx.gov/execorders/1-28.pdf>

²⁴ <https://www.houstontx.gov/adminpolicies/2-22.pdf>

may result in personal liability with civil and criminal penalties. The information collected may only be used for limited official purposes:

- Program staff may use personal information throughout the award process to ensure compliance with program requirements, reduce errors, and mitigate fraud and abuse.
- 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 State and local laws.
- 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.

Recordkeeping, Retention, and File Management

HCDD has established recordkeeping and retention requirements for the purposes of maintaining records to adhere to program requirements and applicable federal, state, and local regulations including, but not limited to, Texas Government Code 552.004²⁵, City of Houston Code of Ordinance Chapter 2, Article IV Division 5²⁶, and HCDD Procedure #21-018 Records Management SOP.

The HCDD Records Management Program seeks to ensure that:

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

²⁵ <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.552.htm>

²⁶ https://library.municode.com/tx/houston/codes/code_of_ordinances?nodeId=COOR_CH2AD_ARTIVCIRE_DIV5MUREMA

Grammar and Term Definitions

Words used in these Guidelines in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular in these Guidelines shall apply to such words when used in the plural where the context so permits and vice versa. Capitalized terms that are not defined in these Guidelines shall have the same meaning as in the Project Documents.

Term Definitions

100-year Floodplain – areas, as determined by FEMA, with at least a 1.0% chance of flood occurrence in any given year.

500-year Floodplain – areas, as determined by FEMA, with at least a 0.2% chance of flood occurrence in any given year

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

Affordability Period – the period during which a homeowner must comply with the terms of the HRP. The period begins upon the date of the issuance of the Acceptance Form and ends on the Maturity Date.

AMI – Area Median Family Income, as annually determined by HUD for the relevant geographic area.

Applicant – the person requesting assistance through the HRP.

Change Order shall mean an amendment to the Work and/or Contract Price (as defined in the Project Documents) pertaining to a particular Project, submitted by Contractor and approved by Homeowner and the Director in writing in accordance with the Project Documents and the Guidelines.

City – the City of Houston.

Close-out – the point of the process where the program has finalized activities.

Co-Applicant – an additional Homeowner seeking to obtain assistance along with a primary applicant. If there is a Co-Applicant, Co-Applicant must be the beneficiary pursuant to the Transfer Instrument.

Communication Designee – a third party authorized by the Applicant to obtain, release, and provide information to the HCDD on their behalf.

Community Development Block Grant (CDBG) – a federal program administered by HUD under Title I of the Housing and Community Development Act of 1974, as amended.

Construction – the process of building, altering, repairing, remodeling, improving, or demolishing a facility, structure, or property according to a plan or by a definite process.

Contractor – the person, entity, or non-profit organization selected to perform the work on the residential structure under the HRP.

Deed of Trust – shall mean the deed of trust between Homeowner and City of Houston wherein the legal title to the Property is transferred to a trustee, identified as the Director of HCDD.

Director – the Director of HCDD, as appointed by the Mayor, or any other person(s) that may be designated to perform the various functions assigned to the Director.

Elevation Certificate – means a statement from an engineer or surveyor licensed by the State of Texas on the most current FEMA form certifying that the lowest floor of the structure has been elevated at least as high as required by this chapter.

Emergency Repair (also referred to as the Tier I component) – shall mean repairs to remove imminent life, health, or safety hazards to an existing home with a cost less than \$50,000.00.

Forgivable Loan – a form of a loan that is deferred over a period and then forgiven at the end of the Affordability Period if all terms and conditions of the HRP have been met.

Habitability – housing that is free of safety, health, and life-threatening hazards.

HCDD – City of Houston's Housing and Community Development Department.

Home Repair Program (HRP) – the City's Home Repair Program administered by HCDD in accordance with these Guidelines.

Homeowner – the owner of the Property whom HCDD has approved for participation in the HRP, or their successor in interest.

Household – All persons occupying the same housing unit, regardless of their relationship to each other.

Household Income – Total income of all persons over the age of 18 living in the Household.

Household Member – the occupant of the home listed in application documents that is not the applicant nor co-applicant.

HUD – the U. S. Department of Housing and Urban Development.

Low to Moderate Income – a person/household whose annual income does not exceed eighty (80%) percent of the AMI established by HUD for the City of Houston in effect at the time of the application.

Maturity Date – shall mean 5 years (for a Moderate or Substantial Rehabilitation) and 10 years (for a Substantial Gut Rehabilitation or Reconstruction) from the date of the execution of the Acceptance Form.

Minimum Construction Standards – shall mean standards adopted by HCDD to provide the Emergency Home Repair (EHR) with a clear understanding of what procedures, workmanship, and material standards are required for the Rehabilitation and Reconstruction of single-family residences.

Minor Rehabilitation (also referred to as the Tier I component) – shall mean repairs to remove life, health, or safety hazards to a Property with a cost less than \$50,000.00, including Change Orders.

Moderate Rehabilitation (also referred to as the Tier II component) – these repairs are made to remove life, health, or safety hazards to a Property, with a cost from \$50,000.01 up to \$80,000.00, including Change Orders.

Moving and Storage – Moving is provided to and from a homeowner's home. Simultaneously, storage is also provided in connection with a move to and from a homeowner's home. Both services are managed by the Single-Family Division and performed by a vendor.

Non-Resident Homeowner – An individual with an ownership interest in the Property that does not occupy the dwelling as their primary residence.

Notice to Proceed – the written authorization issued by HCDD for the Contractor to proceed with Work, as set forth in the applicable Project Documents (as may be modified by a Change Order).

Power of Attorney – provides the authority to act for another person in health, legal, and/or financial matters.

Principal Residence – Principal residence refers to the Property that a person(s) inhabits or occupies the majority of the time. It may also be referred to as primary residence or main residence.

Project – shall mean the construction, rehabilitation, or reconstruction to be done on a property under the HRP. Each project shall be subject to and governed by the terms and provisions of the HRP, as described in the Project Documents.

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

Project Initiation Document – shall mean a form issued by HCDD that is provided to the Homeowner, describing the Homeowner's, Contractor and City's pre-construction roles and responsibilities.

Promissory Note – shall mean the non-recourse Promissory Note in the amount of the Grant executed by Homeowner and payable to the City.

Property – traditional stick built, detached, single-family dwelling unit built upon land located within the incorporated areas of the City, to be rehabilitated or reconstructed, as described in the Project Documents related to the Property.

Reconstruction (also referred to as the Tier III component) – the demolition and re-building of a Property, with a cost from \$80,000.01 up to \$250,000.00, including Change Orders, except that additional funds up to \$50,000.00 may be available, only if approved by the Director, for site-specific costs, not included in the base cost, arising from homeowner association requirements, deed restrictions, accessibility enhancements, and asbestos remediation or other environmental issues, or health and safety hazards, in which case, the total Project cost must not exceed \$300,000.00.

Rehabilitation – restore a property to a habitable condition by removing life, health, or safety hazards.

Scope of Work – shall mean the estimated amount of emergency repairs and work necessary to be provided by a Contractor in order to rehabilitate the property.

Substantial Gut Rehabilitation (also referred to as the Tier III component) – the general replacement of structural elements of a property, with a cost from \$80,000.01 up to \$200,000.00, including Change Orders.

Substantial Rehabilitation (also referred to as the Tier II component) – shall mean repairs to remove life, health, or safety hazards to a property with a cost from \$50,000.01 to \$80,000.00, including Change Orders.

Transfer of on Death Deed – shall mean the legal instrument governed by the Texas Real Property Transfer on Death Act.

Tri-party Agreement – refers to the agreement between the City, Homeowner/Applicant, and Contractor for funding and rehabilitation, reconstruction, or construction of the Property repaired through HRP.

Temporary Relocation Assistance (TRA) – assistance provided for reasonable rent and utilities for Homeowners that have voluntarily participated in a home repair or reconstruction program are required to temporarily move out of their home during construction and have been out of the home for more than 120 days after commencement of construction. Homeowners are not required to move permanently but must relocate temporarily for no longer than twelve (12) months.

TIRZ Funds – Tax Increment Reinvestment Zone Funds authorized under Chapter 311 of the Texas Tax Code.

Work – the labor and materials necessary for Contractor to complete the Reconstruction, repair, or Rehabilitation of a Property under the terms of the Project Documents.

