People First Hurricane Recovery Programs

Small Rental Rehabilitation/Reconstruction

Local Landlord Program (LLP)

Program Guidelines

October 27, 2026

Version 2.0

Version Control

Version Number	Date	Summary of Changes	Approved By
1.0	December 1, 2025	Original version	Pinellas County
2.0	October 27, 2026	Removed condominiums as eligible structure (4.3), increase elevation from 5 to 8 feet for MHU replacement (2.4). Clarified language for citizenship documentation requirements (3.1.2), for minimizing displacement during construction (12.5) and Program Income (19). Added Timely Expenditures and Performance Monitoring (2.7), Subrogation (6.3), Integration of Mitigation and Resilience Measures (11.3.1), Conduct and Program Participation Expectations (12.6), and Fraud Awareness, Prevention, and Beneficiary Assistance (14.1) sections.	Pinellas County

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Version Policy

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

Policy Change Control

Policy clarifications, additions, or deletions may be needed during the course of the program to more precisely define the rules by which the Program will operate. Policy decisions will be documented and will result in the revision of the document in question. Unless otherwise noted, policy revisions are applied prospectively, made effective on the date of document approval. If a policy change results in an applicant, previously deemed ineligible, becoming eligible, the Program will review impacted cases and, where appropriate, notify those applicants to resume processing, subject to funding and program timelines. This does not apply to administrative or procedural updates.

1 Introduction

This document serves as the program guidelines for small rental rehabilitation and reconstruction under Pinellas County's People First Housing Recovery Initiative program known as the Small Rental Rehabilitation/Reconstruction Local Landlord Program (LLP). These guidelines were developed to serve as a basis for the Local Landlord program and to provide guidance on program implementation that follows HUD standards and best practices. This document may also serve as a reference for property owners, applicants, and other interested parties who want to understand how the program operates. Note that this program guideline is only intended to address the Local Landlord Program (LLP). Each of the other housing recovery programs under the Pinellas County People First Housing Recovery Initiative program and outlined in the Pinellas County Action Plan for Community Development Block Grant - Disaster Recovery (CDBG-DR) Funds ("Action Plan") is governed by its own Program Guidelines document.

In 2025, Pinellas County was awarded a Community Development Block Grant – Disaster Recovery (CDBG-DR) grant through the US Department of Housing and Urban Development (HUD) to address remaining unmet disaster recovery needs in areas impacted by Hurricanes Helene, Idalia, and Milton in 2023 and 2024. Federal Register notice (90 FR 4759) allocated a total of $813,783,000 to support long-term recovery to Pinellas County. The CDBG-DR funds allotted to Pinellas County have been allocated to housing, infrastructure, planning, economic revitalization, and public services. These funds will be administered through Pinellas County's County Administration office. Pinellas County has allocated $57,865,307 in CDBG-DR funding for the Local Landlord Program (LLP) which will serve landlord-applicant properties.

The unmet needs assessment included in the Action Plan demonstrated significant unmet need related to single family home repair, reconstruction, or replacement, for landlord-applicant properties throughout the county impacted by Hurricanes Idalia, Helene and Milton in 2023 and 2024.

2 Program Overview

The Local Landlord Program (LLP) provides housing assistance to eligible single-family rental properties (Landlord-Applicants) applicants affected by Hurricanes Idalia, Helene, and/or Milton in 2023 and 2024. LLP assists property owners by providing funding to repair, reconstruct, or replace single family homes that suffered hurricane damage.

LLP is centrally administered by Pinellas County's County Administration Office and serves low- to moderate-income (LMI) households impacted by Hurricanes Idalia, Helene, and Milton. LLP is a CDBG-eligible activity that will be undertaken in accordance with 24 CFR 570.202 and other applicable regulations.

Due to funding limitations and other factors, LLP cannot guarantee assistance to all interested property owners. However, the program endeavors to serve as many Pinellas County residents as it can with available funds.

LLP funds will not be distributed to landlords directly. Funding to repair, replace, or reconstruct storm impacted properties will be distributed to program-selected general contractors and used to pay for the cost of construction activities. Eligible property types may include:

- Stick-built homes,
- Concrete block/Concrete masonry units (CMU) homes,
- Modular, Mobile, or Manufactured homes,
- Other single-family residence types, including townhomes, duplex, triplex, and quadplex

2.1 Purpose and Objective of LLP

The purpose of the Local Landlord Program (LLP) is to assist the most vulnerable and impacted households in Pinellas County and address the loss of affordable rental housing identified in the unmet needs assessment.

This program is designed to ensure that the housing needs of low- and moderate- households, and vulnerable populations are addressed to the greatest extent feasible. To this end, the program will address disaster-related damages, and unrelated improvements to bring properties up to decent, safe, and sanitary conditions, if needed. While LLP does not endeavor to replace homes in a "like-for-like" manner, it will incorporate mitigation and resilient building to make assisted homes more resilient in the face of future disasters.

2.1.1 Applicant-Requested Upgrades or Additional Work

The Local Landlord Program (LLP) is designed to ensure that all repair, reconstruction, or replacement activities are completed in accordance with program standards and applicable building codes. Landlord-Applicants are not permitted to request or privately fund upgrades, additions, or modifications to the approved program scope of work.

Examples of non-allowable upgrades include, but are not limited to, upgraded finishes, decorative features, enhanced materials, or additional structures such as garages, decks, or patios. LLP construction activities will use standard, builder-grade materials that meet local building codes and program specifications.

The Program's priority is to restore eligible rental properties to a decent, safe, sanitary, and code-compliant condition suitable for low- to moderate-income tenants. Any unapproved or privately funded work performed concurrently with program construction may result in project delays, disqualification from assistance, or voiding of any program-related warranties.

2.2 National Objective

Activities funded through LLP will primarily meet the HUD National Objective of providing benefit to Low- and Moderate-Income (LMI) persons. All Landlord-Applicants must agree to lease the LLP-assisted property at affordable rates, defined in Section 12.6.2 , to LMI renters for a period of five (5) years following receipt of program assistance, thus benefitting the LMI renters who occupy the LLP-assisted property.

2.3 Eligible Location

To be eligible, storm-impacted property must be located in Pinellas County, Florida (except City of St. Petersburg). Storm-impacted properties located in the City of St. Petersburg are not eligible, as the City is administering its own CDBG-DR funded housing programs.

2.4 Award Caps

The maximum award granted to repair/reconstruct, including associated elevation costs as applicable, is $375,000. Additional award guidelines include the following:

- Stick-built/Concrete Block properties qualify for a repair award if the estimated cost to repair the structure is less than $150,000 or less than 75% of the structure market value.
- Stick-built/Concrete Block properties qualify for a reconstruction award if the estimated cost to repair the structure is equal to or greater than $150,000 or greater than 75% of the structure market value.
- Mobile Home Units (MHU) qualify for repair if the estimated cost to repair the unit is less than $15,000 and the unit is fewer than five (5) years old.
- Mobile Home Units qualify for replacement if the estimated cost to repair the unit is greater than or equal to $15,000 or the unit is greater than or equal to five (5) years old.
- Mobile Home Units qualify for a Stick-Built Reconstruction if the estimated cost to repair the unit is greater than or equal to $15,000 or the unit is greater than or equal to five (5) years old AND the home requires elevation greater than 8-feet, and the applicant owns the land on which the MHU sits.

2.5 Social Media

The County Administration Office will also use official social media channels to provide timely, accessible updates regarding key program milestones, including the opening of the LLP Program applications and the scheduling of public hearings related to the program.

Social media will serve as a real-time communication tool to:

- Notify residents when applications for the program are open;
- Announce dates, times, and locations (physical or virtual) of public hearings on proposed plans, amendments, or CDBG-DR-funded projects;
- Share links to online applications, Action Plan documents, comment forms, and registration details;
- Remind residents of upcoming deadlines for application submission or public comment periods;
- Provide summaries or video recordings of past public meetings and hearings.
- Primary platforms to be used may include:
    - **Facebook**: Public announcements, event invitations, and shareable graphics
    - **Instagram**: Visual promotion of program milestones, community engagement events, and success stories
    - **YouTube** (if applicable): Hosting recordings of public hearings and outreach videos

2.6 Rapid Unsheltered Survivor Housing (RUSH) Alignment

The Local Landlord Program (LLP) will be implemented in alignment with HUD's Rapid Unsheltered Survivor Housing (RUSH) policy framework, where applicable. RUSH provides guidance and flexibility to accelerate housing solutions for disaster-impacted individuals and households experiencing or at risk of unsheltered homelessness following a federally declared disaster.

To support HUD's RUSH objectives, the Program will:

- Coordinate with CoCs, housing authorities, and homeless service organizations to ensure that households stabilized under RUSH can be connected to affordable rental housing units rehabilitated or reconstructed through LLP.
- Prioritize the rehabilitation of rental properties that expand the supply of safe, affordable housing for low- to moderate-income tenants displaced by the disaster.
- Integrate with Housing Choice Voucher programs and supportive housing initiatives to ensure long-term rental affordability and stability.
- Require participating landlords to adhere to affordability controls, tenant protections, and fair housing requirements, preventing displacement.

2.7 Timely Expenditures and Performance Monitoring

In accordance with the requirements of the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR) Universal Notice , Pinellas County has established projected expenditures and outcomes for the Local Landlord Program (LLP) to ensure the timely and effective use of CDBG-DR funds.

Projected expenditures and performance outcomes are developed on a quarterly basis, beginning with the first quarter in which CDBG-DR funds are available to the County for LLP activities and continuing through the quarter in which all allocated LLP funds are fully expended. Projections are based on expected program activity, including the number of units anticipated to be rehabilitated, reconstructed, or replaced, and associated expenditures for each quarter.

Pinellas County will monitor actual expenditures and program outcomes against the approved quarterly projections on a quarterly basis to ensure timely obligation and expenditure of funds and to identify and address any performance delays or variances. Program management staff will review financial and performance data regularly and will take corrective actions, as necessary, to maintain alignment with projected timelines and outcomes.

All projected expenditures and outcomes for the Local Landlord Program are entered into HUD's Disaster Recovery Grant Reporting (DRGR) system in accordance with HUD requirements. Consistent with Section III.B.8 of the Universal Notice, Pinellas County will also post these projections on its public disaster recovery website and update the posted information as projections are revised or amended.

This monitoring framework is intended to promote transparency, accountability, and the timely expenditure of CDBG-DR funds while ensuring that LLP activities continue to meet program objectives and applicable federal requirements.

3 Intake Application

Landlords who are interested in assistance may apply for the Small Rental Local Landlord Program (LLP) via the following methods.

- Complete a People First Hurricane Recovery Program application online at https://recover.pinellas.gov/.
- Visit any People First Hurricane Recovery Program Intake Center at the addresses/times below[1].

Office Location	Operating Hours
2600 McCormick Drive - Suite 100 **Clearwater, FL 33759**	Monday through Friday, 8 a.m. to 5 p.m.
5000 Park Street - Suite 4 **St. Petersburg, FL 33709**	Monday through Friday, 8 a.m. to 5 p.m.

Table 1: Intake Center Operating Hours

- Call (727)-606-3307 to be connected to a Case Manager

Applicants will be required to complete an LLP intake application and provide supporting documents required for eligibility review, and duplication of benefits review. All documentation submitted by the applicant must be valid at the time of submission. The application process will require each applicant to authorize LLP to obtain 3rd-party data by signing a consent/release form. Case Managers will collect documents needed to determine eligibility and which program benefits the applicant may be eligible to receive[2].

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

Multiple standard methods of communication will be provided to ensure applicants receive timely, accurate information regarding their applications and the program. Applicants may check the status of their application via the application portal at https://recover.pinellas.gov/. Methods of communication with the Program include, but are not limited to:

- Pinellas County website: https://recover.pinellas.gov/

[1] Please note that County-recognized holidays may impact these hours.

[2] A complete list of required documentation can be found in the Eligibility Requirements section of this manual.

- Email: peoplefirst@pinellas-recovers.com
- Telephone at (727)-606-3307; and
- Mail correspondence: 400 S. Ft. Harrison Ave., Suite 349, Clearwater, FL 33756

Pinellas County will establish a deadline after an evaluation period as the applications are accepted by LLP. Pinellas County may adjust the intake period at its discretion to accommodate program needs and will post deadlines online.

Pinellas County will ensure that all applicants have meaningful access to the intake and application process consistent with Title VI of the Civil Rights Act of 1964. Applicants who require assistance due to language, disability, or other access barriers may request reasonable accommodations, and the Program will work with them to ensure their ability to participate fully in the application process.

3.1 Applicant Identification & Citizenship

3.1.1 Identification

Applicants and adult household members or owner-applicants aged 18 or older will be required to submit a valid, unexpired photo identification. Forms of identification accepted by LLP include:

- Government Issued photo Identification (Federal or State issued);
- Non-temporary driver's license;
- U.S. Passport;
- Military ID Card; or
- Certificate of Naturalization; or
- Permanent Resident Card (Green Card).

Household members under the age of eighteen (18) must also submit proof of age and identity. Birth certificates must be submitted for all household members seventeen (17) and younger. If an applicant is unable to produce a birth certificate for a minor child, other documents may be considered on a case-by-case basis.

3.1.2 Citizenship/Immigration Status

All owner-applicants, co-applicants and co-owners must meet the eligibility and verification requirements under Title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (PRWORA), as amended (8 U.S.C. §§ 1601–1646), and as required by the Universal Notice. Assistance is limited to U.S. citizens and qualified aliens as defined in 8 U.S.C. § 1641. The Program will collect the following information from Applicants and Co-Applicants to verify citizenship or qualified alien status.

Citizenship:

Applicants and/or Co-Applicants who report that they are U.S. Citizens will be required to provide:

- One of the following:
- U.S. Passport or Passport Card, **or**
- Certificate of Naturalization, **or**

- Certificate of Citizenship, **or**
- US Birth Certificate, **or**
- Consular Report of Birth Abroad, **or**
- U.S. military records showing U.S. birthplace; **and**
- One (1) of the following:
    - REAL ID,
    - Military identification,
    - Foreign passport with photo,
    - Other government-issued photo identification.

Legal Immigrants:

Applicants and/or Co-Applicants who report that they are not U.S. Citizens will be required to provide:

- Immigration documents, such as a Permanent Resident Card, may be verified through the Systematic Alien Verification for Entitlements (SAVE) system or another DHS-approved verification method.
    - Examples of eligible Immigration documents:
        - Permanent Resident Card (I-551)
        - Employment Authorization Document (I-766)
        - Arrival/Departure Record (I-94)
        - Refugee Travel Document
        - I-797 Notice of Action

3.1.3 Applicant Designees

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

- **Power of Attorney**: A Power of Attorney is someone who is legally authorized to act on behalf of the applicant. The powers afforded to a legally authorized Power of Attorney vary, based on the duly executed Power of Attorney document. LLP will not aid applicants in designating or securing a Power of Attorney but will recognize the powers of a legal Power of Attorney as outlined in a Power of Attorney document submitted by the applicant.
- **Co-Applicant:** A Co-Applicant must be an adult, and co-owner of the storm-impacted property. Co-Applicants will have the same authority over the LLP application as the Applicant. If a Co-Applicant is designated by the Applicant, Co-Applicants must sign all program documents with the Applicant. The Co-Applicant will be granted decision-making

authority over the LLP application. Applicants with joint ownership of a property must submit a Co-Owner Consent form, signed by all co-owners, which gives each co-owner's consent for LLP to affect the storm-impacted property up to demolishing and reconstructing the property, if the applicant qualifies to receive assistance. However, Applicants are not required to designate a Co-Applicant, regardless of whether or not the storm-impacted property is owned jointly.

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

Any of the aforementioned persons, if duly appointed by the applicant, may serve as the applicant's representative in attendance of program inspections, should the applicant be unable or unwilling to attend. However, only the Power of Attorney duly authorized to do so may sign documents, make agreements or decisions, or otherwise act unilaterally on behalf of an applicant.

3.2 Required Applicant and Co-applicant Certifications

As part of the LLP application process, each applicant must sign an Acknowledgements and Consent statement. The Acknowledgements and Consent statement includes the following acknowledgements and authorizations. The table below outlines the required certifications, along with a description of the content of the certification.

Certification	General Description
Release of Information	Authorization from the applicant to share and receive personal information from third parties in connection with LLP and for purposes of progressing his/her case through LLP
Right of Entry	Authorization from the applicant for the program to access the storm-impacted property throughout the life of the application
Certification of Truthfulness	Applicant affirmation that all information provided in the application is accurate
Subrogation Agreement	Applicant affirmation that any funds received for the same purpose as funds provided under LLP after provision of assistance through LLP must be returned to Pinellas County
Construction Stop Work	Applicant agreement to stop all construction work at the storm-impacted property and take no choice limiting actions after date of program application.

Uniform Relocation Act Compliance	Applicant agreement to comply with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)
General Information Notice (GIN)	Informs affected persons of the project and that they may be displaced by the project
Conflict of Interest Disclosure	Applicant's report of relationship with any public servant, employee, agent, consultant, officer, or elected official or appointed official of Pinellas County, or of any designated public agencies, or of subrecipients that are receiving funds under the CDBG-DR Program (collectively, "Public Servant") and the nature of said relationship. Applicants who do not have a relationship with Public Servants must report that no such relationship exists.
Media Release	This document is intended to confirm whether the applicant is willing to be featured in media related to program outreach. It includes consent for the use of images, video recordings, and personal testimonials in promotional materials, social media, and other public communications.

Table 2: Applicant Certifications Collected at Intake

3.3 Order of Assistance (Prioritization)

Applications submitted by Landlord-Applicants will be reviewed in the order which they are received.

4 Eligibility Requirements

The Local Landlord Program (LLP) will assist rental housing units impacted by Hurricanes Idalia, Helene, and/or Milton. Rental property owners who owned their properties during the time of the hurricane(s) may be eligible for assistance. Each applicant will be screened for eligibility to ensure compliance with LLP requirements.

Applicants will be required to provide complete and accurate information regarding their ownership of the property, previous assistance received for disaster recovery, and other eligibility criteria. Failure to disclose accurate and complete information (including failure to provide necessary documentation) may result in the applicant being deemed ineligible for assistance.

If an Applicant is found to have submitted inaccurate and/or incomplete information in order to appear eligible for LLP, then they may be required to make full restitution to Pinellas County, including administrative fees, construction costs, and other costs.

Below are the threshold eligibility requirements for rental property owners (Landlord-Applicants) to be eligible for assistance. Threshold requirements are those that will either allow an applicant to continue to move forward in the program or result in disqualification. Please note that being

deemed eligible does not guarantee that assistance will be provided, as LLP is subject to limited funding.

All applicants to LLP must demonstrate compliance with all eligibility criteria. Individual **Landlord-Applicants** applying to LLP for assistance must meet all of the following criteria:

- Applicant may not apply for more than five (5) total properties;
- Property must be vacant at time of application;
- Applicant must not be in bankruptcy or active foreclosure;
- The property owner must have owned the home and the land at the time of Hurricane Idalia, Helene, and/or Milton and at time of application. If the property is part of a multi-unit structure, such as a duplex, the applicant must own the entire structure;
- The home must be in Pinellas County, Florida (except City of St. Petersburg);
- Property must not be located in a regulatory floodway;
- The subject property must have been damaged by Hurricane Idalia, Helene, and/or Milton. For repair, reconstruction, or replacement assistance, the property must have remining storm damage;
- Property must be an eligible structure type;
- The applicant must be current on their property taxes or on a payment plan in good standing;
- If the property has a mortgage, mortgage must be in good standing;
- Low- to moderate- income qualified tenants must be identified 30 days prior to commencement of work; and
- Tenants cannot have a familial relationship with the landlord.

Eligibility will be determined by the program based on a combination of information and documents supplied by the applicant and information verified independently by the program.

The following table includes eligibility criteria for Landlord-Applicants, along with documents required to be submitted by the applicant for each criterion. Eligibility criteria that will be independently verified by the program are noted as such.

Eligibility Criterion	Document(s) Required
Must have owned the storm-impacted property at the time of Hurricane Idalia, Helene and/or Milton. Applicant must still own the property to receive assistance.	One (1) of the following: • Deed • Mortgage statement • Title (for mobile homes only) • Probated will • Court order or judgement granting ownership of the property • Other documents may be considered on a case-by case basis
Property is located in Pinellas County (except City of St. Petersburg)	Verified by the program using storm-impacted property address and GIS mapping, if needed
The storm-impacted property must be an eligible structure type	Verified by the program via a Damage Assessment; OR If it is impossible to verify structure type via a program damage assessment, such as in cases where the storm-impacted property has been demolished, the applicant may be required to provide proof of storm damage, which may include: • Pre-storm information on structure type from the property appraiser's office; • Date-stamped, color photos of the storm-impacted property address; or • Other document considered on a case-by-case basis
Property Taxes Current	• Proof from the tax assessor of property taxes paid in full at the time of application; or • Proof of a payment plan in good standing at the time of application
If there is a mortgage on the property, the mortgage is in good standing	• Most recent mortgage statement, at time of application, showing no arrearages
Applicant must not be in bankruptcy or foreclosure	• Current credit report (dated within one (1) month of application date). This may be a soft pull credit report.

Property must not be located in a regulatory floodway	• Verified by the program using FEMA Flood Insurance Rate Maps (FIRM)

Table 3: Accepted Method(s) of Verification of Eligibility Criteria for Landlord-Applicants

Each eligibility criterion is further outlined in the sections that follow.

4.1 Ownership

To qualify for LLP, applicants must own the storm-impacted property. Applicants must be able to demonstrate that they owned the property at the time of Hurricane Idalia, Helene, and/or Milton.

Additionally, applicants must agree not to sell or transfer the property, or any interest in it, whether voluntarily or involuntarily until after the completion of the program compliance period. Applicants must notify LLP before any transfer of the property if that transfer occurs before the end of the compliance period. More information about the program compliance period can be found in section 12.6: Compliance Period of this document. Below is a brief description of the compliance periods for landlord applicants:

- Landlord-Applicants assisted for a rental property must agree to own the program-assisted home and rent the home at affordable rents to low- to moderate-income tenants for a **period of five (5) years after completion of construction.**

4.1.1 MHU Ownership

Applicants applying for assistance for a mobile home unit (MHU) must establish ownership of the MHU at the time of Hurricane Idalia, Helene, and/or Milton. While MHU owners do not need to demonstrate proof of land ownership to be eligible, MHU owners must demonstrate that they have legal right to occupy the land and that the landowner consents to LLP demolishing and replacing the unit or repairing the unit on the owner's land, should the applicant qualify to receive assistance.

4.1.1.1 Documents Required

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

- Property Title;
- Bill of Sale showing applicant name as owner;
- Title from the county land records showing manufactured home ownership; or
- State issued Certificate showing the name of the applicant as owner.

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

4.1.2 Stick-Built/CMU Properties Ownership

Applicants applying for assistance for a stick-built/CMU home must establish ownership of the property as of August 2023 for Hurricane Idalia, September 2024 for Hurricane Helene, or October 2024 for Hurricane Milton.

4.1.2.1 Documents Required

Proof of ownership can be established with the following documents:

- Deed;
- Mortgage statement;
- Probated will;
- Court order or judgment granting ownership of the property; or
- Other documents may be considered on a case-by-case basis

4.1.3 Alternative Documentation of Ownership

In cases where traditional documentation such as deeds or titles are unavailable, the Program will accept alternative forms of proof of ownership to prevent exclusion of otherwise eligible applicants. Acceptable documents may include, but are not limited to:

- Tax receipts or bills;
- Mortgage documentation;
- Home insurance policies;
- Home purchase contracts;
- Wills or affidavits of heirship;
- Receipts of major repairs completed prior to the disaster;
- Court documents;
- Letters from manufactured housing community owners or public officials;
- Self-certifications; or
- Utility bills.

Each case will be reviewed individually, and documentation will be evaluated for credibility and consistency with occupancy and ownership requirements.

4.1.3.1 Trust

If any percentage of the storm-impacted property was transferred to the applicant through a family trust by the prior owner of the property, a copy of the Trust document that has been recorded in the property records will satisfy the ownership requirement.

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

- Applicants who lost ownership of their home due to foreclosure or properties with an outstanding suit;
- Properties located where federal assistance is not permitted. Properties must be in compliance with Environmental Code 24 CFR Part 58.

4.2 Property Must be Located in Pinellas County, Florida

To be eligible, a property must be located in Pinellas County, Florida (except City of St. Petersburg). The program will verify the property location using the property address and GIS

coordinates/mapping if needed. Properties located in the City of St. Petersburg are not eligible, as the City is administering its own CDBG-DR funded housing programs.

4.3 Eligible Structure

To be eligible for LLP assistance, the property must be an eligible structure type. Eligible structure types will be reconstructed or replaced with single-family structures or MHUs only. Eligible structure types include:

- Single-family (1-4 unit) stick-built/Concrete block homes;
- Modular or Manufactured Homes
- Duplexes, Triplexes, Quadplexes (less than 5 total units per structure)

4.3.1 Ineligible Structures

The following structure types are ineligible for LLP assistance:

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

4.4 Property Taxes Current

Applicants must submit proof that property taxes on the storm-impacted property are paid in full or that the property taxes are subject to a payment plan in good standing.

4.5 Mortgage in Good Standing

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

4.6 No Bankruptcy or Foreclosure

Landlord-Applicants must submit a current credit report from a nationally recognized credit reporting agency, dated within 30 days of application. Landlord-Applicants must not be in active foreclosure on any property, including but not limited to the subject property and must not be involved in bankruptcy proceedings, even bankruptcy proceedings not related to the subject property. Landlord-Applicants in foreclosure or bankruptcy of any kind are not eligible to receive assistance through LLP.

4.7 Tenant Income Verification

The Program will use the Internal Revenue Service (IRS) Form 1040 definition of income, as set forth in HUD regulations, for the purpose of verifying tenant income under the LLP Program. The IRS Form 1040 method of calculating income is often referred to as the Adjusted Gross Income or AGI method.

All household members included in the AGI calculation, if required to file, must provide a copy of their previous year's filed tax return and proof of IRS acceptance such as but not limited to tax account transcript, if available, for the AGI of the household to be calculated.

5 Conflict of Interest

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

For purposes of this section, “family” is defined to include parents (including mother-in-law and father- in-law), grandparents, siblings (including sister-in-law and brother-in-law), and children of an official covered under the CDBG conflict of interest regulations at 2 CFR § 200.112 CFR 200.318(c) and 24 CFR §570.611 .

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

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

Applicants must disclose their relationship with any public servant(s) at the time of their application, if applicable. Any relationship reported between an applicant and public servant will be evaluated by LLP to determine if said relationship constitutes a conflict of interest as outlined in HUD conflict of interest regulations, at 24 CFR §570.611 and 2 CFR 200.318(c)(1).. If it is determined that the relationship between the applicant and the public servant(s) constitutes a conflict of interest, the applicant may not receive benefit under LLP.

6 Duplication of Benefits

Eligible applicants may have previously received assistance from other sources for the repair of their storm-impacted property. The Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), as amended, 42 U.S.C. §5121 et seq., prohibits any person, business concern, or other entity from receiving federal funds for any part of such loss as to which he/she has received financial assistance under any other program, from private insurance, charitable assistance, or any other source. No CDBG-DR funds in LLP will be used for activities where funds are available or reimbursable by the Federal Emergency Management Agency (FEMA) or the United States Army Corps of Engineers (USACE).

During the application process, the applicant must report any and all assistance received from other sources for the repair, replacement, or reconstruction of their storm-impacted property.

The Program will also review assistance provided through the Pinellas County State Housing Initiatives Partnership (SHIP) Income-Eligible Hurricane Home Repair Program and other locally administered recovery programs to ensure that CDBG-DR funds provided under the LLP do not duplicate benefits previously provided for the same purpose. This includes verification of whether the property or landlord has received SHIP-funded repair or reconstruction assistance. If duplication is identified, the LLP award will be adjusted or reduced in accordance with Section 312 of the Stafford Act and the duplication of benefits framework described in HUD's April 2025 Universal Notice, Appendix C.

Previous funds received and reported by the applicant are verified by LLP during the duplication of benefits (DOB) review process. Not all previous assistance received constitutes a duplication of benefits.

The LLP program will follow *Pinellas County's CDBG-DR Duplication of Benefits Procedure* that is in accordance with the Universal Notice Appendix C, the Program will apply HUD's duplication of benefits framework to all applicants. The framework requires that the Program: (1) assess the applicant's total need; (2) identify all assistance received or reasonably anticipated; (3) exclude non-duplicative amounts; (4) exclude funds provided for different purposes; (5) exclude funds for

the same purpose but different allowable uses; (6) identify the final DOB amount (if any) and calculate the CDBG-DR award; and (7) reassess unmet need if additional assistance becomes available. Applicants must sign a subrogation agreement requiring repayment of duplicative assistance received after award. This procedure provides that before the award of assistance, Pinellas County will use the best, most recent available data from FEMA, the Small Business Administration (SBA), insurers, and any other sources of local, state, and Federal sources of funding to prevent a DOB.

6.1 Duplication of Benefits Gap

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

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

- The DOB Gap amount along with all future non-excludable benefits received by applicant(s) shall be provided to Pinellas County and deposited in a DOB Gap Funding Account prior to the execution of the Landlord Grant Agreement.
- If the applicant qualifies for a reconstruction or replacement award, the DOB Gap may be satisfied through a scope reduction which reduces the dollar value of the benefit provided to the applicant through LLP, as described in the sections below. Applicants who qualify for a rehabilitation award may not elect a scope reduction.

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

6.2 Scope Reduction for DOB Gap

If the applicant qualifies for a rehabilitation award, and the DOB Gap is discovered, the applicant *must* provide funds in the amount of the DOB Gap to be deposited into a DOB Gap Funding Account prior to executing a program grant agreement. The program will not proceed with award or program-funded construction activities until the DOB Gap is resolved. Given that rehabilitation will only bring the home back up to current code or program standards, the scope reduction option to cover DOB Gaps cannot be offered on rehabilitation projects.

If the applicant qualifies for a replacement or reconstruction award, and a DOB Gap is discovered, the applicant shall either (1) provide funds in the amount of the DOB gap to be deposited into a DOB Gap Funding Account prior to award and commencement of program-sponsored construction and/or (2) opt for a scope reduction to select a lower-priced home than what the

landlord qualifies to receive from the program[3]. The cost differential between the home for which an applicant qualifies and the lower priced home they select will be used to offset any DOB Gap.

Landlord-provided funds that are deposited into the DOB Gap Funding Account will count toward the LLP award cap of $375,000. All DOB Gap Funding will be drawn down first, prior to the use of program funds.

Landlords eligible for reconstruction or replacement may elect to take a scope reduction and/or provide funding to close the DOB Gap. If the landlord elects to take a scope reduction, LLP will assist the applicant with choosing a less expensive house plan.

6.3 Subrogation

Applicants must subrogate any additional funds received for the same purpose as funds provided by LLP back to the program. CDBG-DR funding must be funding of last resort. If additional funds are paid to applicant awardees for repair, reconstruction, and/or elevation of the damaged structure after LLP has completed repair, reconstruction, or replacement of the damaged structure, those funds constitute a duplication of benefit and therefore must be returned to Pinellas County. Applicant awardees will be required to sign a Subrogation Agreement as part of their grant agreement with the program.

Every subrogation agreement will include this statement:

Warning: *Any person who knowingly makes a false claim or statement to HUD or causes another to do so may be subject to civil or criminal penalties under 18 U.S.C. 2, 287, 1001 and 31 U.S.C. 3729.*

7 Damage Assessment

As stated in Federal Register Notice (90 FR 4759), CDBG-DR funds are intended to address unmet housing needs resulting from Hurricane Idalia, Helene, and/or Milton. Non-hurricane damage may only be addressed on structures that also have hurricane-related damage.

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

- **Eligibility** – To be eligible for assistance, property must have remaining storm damage and the structure must be an eligible structure type. The damage assessment confirms both of these items. If it is discovered during damage assessment that the home does not have unrepaired storm damage or that the property is an ineligible structure type, the applicant will be deemed not eligible.

[3] No scope reduction that causes an overcrowding issue will be authorized. Applicants who would experience overcrowding if a bedroom were removed via scope reduction are prohibited from electing a scope reduction which would create overcrowding.

- **Award type** – the Estimated Cost of Repair (ECR) is compared against the pre-storm value of the structure to determine the award type. The Estimated Cost of Repair (ECR) is also compared against the pre-storm value of the structure to determine whether the property is substantially damaged (SD) or would be substantially improved (SI) after receipt of program assistance.
- **Duplication of Benefits** – During the damage assessment, the inspector creates a Damage Repair Valuation (DRV), which quantifies the value of repairs made by the landlord (if applicable). DRV amount will be considered during DOB review and may be used to offset DOB for eligible repairs.

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

7.1 Estimated Cost of Repair

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

The ECR does not provide an evaluation that takes into account an exact replacement of the landlord's original home. In contrast to insurance estimates that may be based on replacement costs, the ECR evaluation is based on costs developed by the construction industry for those items, at standard builders' grade prices. The methodology used to prepare the ECR is to account for those scope items that can be counted, measured, or observed. Often, damage assessments are conducted while a household is living in the home. Damage assessors will not move or remove a household's personal effects to observe, measure, or quantify damages. No destructive testing is performed during the estimation process. This means that hidden damage is not accounted for during this process. For example, termite damage behind a wall would not be discoverable during the estimation process if the wall covering is intact.

Essential appliances damaged by Hurricane Idalia, Helene, and/or Milton, including stove/range, oven, dishwasher, refrigerator, and water heaters are eligible to be replaced under LLP and will be considered during damage assessment. Appliances and housing components that are not integral to the structure of the home and are not essential to basic health and safety, such as washers, dryers, microwaves, stand-alone freezers, and detached garages and carports are not eligible to be replaced under the LLP and will not be considered during damage assessment. Luxury items and items with a quality grade above basic standards, such as granite countertops,

are not eligible to be replaced in a like-for-like manner and will not be valued as such. Standard builders grade pricing will be applied to such items.

7.2 Valuation of Storm Damage Repaired prior to Application

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

The damage assessor will prepare a Damage Repair Valuation (DRV) to outline the value assigned to repairs completed by the applicant prior to program application. Only completed repairs will be considered. Repairs completed by applicant will be valued including contractor labor and overhead/profit in addition to materials. The DRV may be considered during duplication of benefits review, to offset DOB if appropriate.

7.3 Lead Based Paint Risk Assessment

All properties with an initial award type determination of repair that were built prior to 1978 will be subject to a lead-based paint risk assessment (24 CFR Part 35; 42 U.S.C. § 4821 et seq.). Lead hazard assessments are on-site investigations to determine the existence, nature, severity, and location of lead-based paint hazards accompanied by a report explaining the results and options for reducing lead-based paint hazards, see 40 C.F.R. § 745.227(d)(11) for report guidelines. All lead hazard assessments for the program will be performed by Risk Assessors or Lead-Based Paint Inspectors certified by the U.S. Environmental Protection Agency (**EPA**).

If the unit to be assisted was built prior to 1978, and will be rehabilitated, the assisted unit will be tested for the presence of lead dust hazards. If present, the stabilization, encapsulation, or removal of lead-based paint will be considered in the cost of rehabilitation and included in the feasibility analysis for repair versus reconstruction. Projects that will be reconstructed or replaced will result in the demolition and removal of the structure, and therefore any potential lead hazards associated with the structure. As such, no lead-based paint testing will be conducted on reconstruction or MHU replacement projects determined to be such at the time of the initial site inspection.

Federal asbestos regulations for testing and identification of asbestos apply to "facilities" as defined under 40 CFR Part 61, Subpart M, which generally excludes single-family housing. However, where suspected asbestos-containing materials are identified, the Program will ensure safe handling and disposal consistent with EPA guidance and HUD Notice CPD-16-02, Requirements for Evaluating and Mitigating Environmental Hazards in HUD-Assisted Housing, to maintain consistency across all assisted projects.

8 Environmental Review

Environmental review is the process of reviewing a project and its potential environmental impacts to determine whether it meets federal, state, and local environmental standards. Every project

undertaken with Federal funds, and all activities associated with such project, are subject to the provisions of the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. §4321 et seq., as well as to the HUD environmental review regulations at 24 CFR Part 58 on Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.

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

- Protection of Historic Properties (36 C.F.R. § 800);
- Floodplain Management and Protection of Wetlands (24 C.F.R. § 55, Executive Order 11988 and Executive Order 11990);
- Sections 307 (c) and (d) of the Coastal Zone Management Act of 1972 (**CZMA**), as amended, (16 U.S.C. § 1456);
- Sole Source Aquifers (40 C.F.R. § 149);
- Interagency Cooperation - Endangered Species Act of 1973, as amended (50 C.F.R. § 402);
- Section 7 (b)(c) of the Wild and Scenic Rivers Act of 1968 (WSRA), as amended, (16 U.S.C. § 1278 - Restrictions on Water Resources Projects);
- Air quality provisions as found in Sections 176 (c) and (d) of the Clean Air Act, as amended, (42 U.S.C. § 7506) and in Title 40 of the Code of Federal Regulations (40 C.F.R. Parts 6, 51, and 93);
- Farmland Protection Policy Act (**FPPA**) (7 U.S.C. § 4201 *et seq*., implementing regulations 7 C.F.R. Part 658, of the Agriculture and Food Act of 1981, as amended)
- Environmental Criteria and Standards;
    - Noise Abatement and Control (24 C.F.R. §§ 51.100 - 51.106)
    - Siting of HUD-Assisted Projects Near Hazardous Operations Handling Conventional Fuels or Chemicals of an Explosive or Flammable Nature (24 C.F.R. §§ 51.200 - 51.208)
    - Siting of HUD Assisted Projects in Runway Clear Zones at Civil Airports and Clear Zones and Accident Potential Zones at Military Airfields (24 C.F.R. § 51 §§ 51.300 - 51.305)
    - Toxic/Hazardous Materials (24 C.F.R. § 58.5(i)(2)(i));

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

Issues identified during the environmental review may be mitigated before or after the construction process, if feasible. Eligible environmental mitigation measures, such as lead based paint or asbestos abatement may be paid for through LLP. If a condition discovered during the environmental review cannot be cleared within program award caps or schedule constraints, the property may be ineligible for assistance.

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

8.1 Tiered Environmental Review

A tiered approach to environmental compliance was implemented for LLP. A tiered approach is appropriate when a specific type of activity that will take place in several locations, will serve the same function, and will have the same level of environmental impact regardless of the location where it is to be implemented. The tiered approach has two (2) parts: the broad environmental review that focuses on a targeted geographic area (the Tier I), and the site-specific review (the Tier II).

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

9 Award

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

During the Grant Agreement signing event, the case manager will review the information outlined in the Landlord Grant Agreement, landlord responsibilities before, during, and after construction, and compliance period requirements.

The applicant must sign the Grant Agreement or appeal the award determination within **thirty (30) days** of the award letter being sent or the case will be closed[4].

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

- Structure type (MHU vs. Stick Built/CMU)

[4] Exceptions may be made on a case-by-case basis for extenuating circumstances.

- Estimated Cost to Repair
- Structure age (if MHU)
- Award Cap of $375,000 for Reconstruction
- Award Cap of $150,000 for Rehabilitation

Applicants may be awarded a rehabilitation, reconstruction, or mobile home replacement award[5].

9.1 Award Caps

The maximum award granted to repair any one structure is $150,000. The maximum award granted to reconstruct, replace, and/or elevate any one structure is $375,000. All costs associated with construction, elevation, reasonable accommodations, environmental mitigation/abatement, historic preservation, site specific costs, essential appliances, and code compliance/permitting are included in the award cap.

The Disaster Recovery Director and Supervisory staff may approve exceptions to the maximum award caps on a case-by-case basis when justified by extraordinary circumstances. Such exceptions must be supported by written cost reasonableness documentation and approval memoranda retained in the applicant's file.

9.2 Rehabilitation

Eligible applicants with stick-built/CMU block properties qualify for a rehabilitation award type when the estimated cost to repair is greater than $25,000 and less than $150,000 or less than 75% of structure market value, whichever is lesser, and the property is not otherwise deemed "Not Suitable for Rehabilitation". Eligible applicants with mobile home properties qualify for a repair award type when the estimated cost to repair is greater than less than $15,000 and the MHU is fewer than five (5) years old, and the property is not otherwise deemed not suitable for rehabilitation.

9.2.1 Not Suitable for Rehabilitation

LLP defines "not suitable for rehabilitation" as:

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

[5] Reconstructed homes in a 100-year of 500-year floodplain will be elevated to the base flood elevation (BFE) + 2 feet.

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

9.2.2 Rehabilitation Scope of Work

Program sponsored rehabilitation repairs are intended to repair remaining storm damage and to make the home decent, safe, and sanitary. LLP does not provide "like for like" repairs. LLP repairs will be completed using standard economy/builders' grade materials, not with materials that were there before. For example, if a rehabilitation award calls for replacement of cabinets, the program will replace existing cabinets with standard grade cabinets, regardless of the grade of the pre-existing cabinets.

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

Standard essential appliances that are not functioning or non-existent at the time of damage assessment will be replaced. Essential appliances include stove/range, oven, water heater, and refrigerator only. Dishwashers may be replaced, only if a dishwasher previously existed in the home. Rehabilitation awards will not receive dishwasher if a dishwasher was not present at time of damage assessment. Washing machines and dryers, microwaves, stand-alone freezers, and other non-essential appliances are not eligible for replacement.

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

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

- Flooring replaced in portions of a home may not match flooring in other rooms. LLP will replace flooring by room, to the nearest cased opening.
- Light fixtures replaced may not match pre-existing light fixtures or fixtures in other parts of the home.
- If only a portion of the windows require replacement, all the windows in the home may not match.
- If a portion of the home requires paint, paint in the repaired portion of the home may not match paint in other rooms (interior) or on other elevations (if exterior). LLP will paint whole interior rooms, to the door casing, or whole exterior sections to the next architectural break. Additional rooms or elevations will not be included for aesthetic reasons alone.

9.2.3 Reasonable Accommodations – Rehabilitation Award Type

Applicants who qualify for a rehabilitation award type may qualify for reasonable accommodations in rooms/areas where program scope of work exists. In general, reasonable accommodations will

only be made in repair projects if the program scope of work impacts the item and room where a reasonable accommodation is requested. For example, if the program scope of work does not include removal/replacement of a tub/shower, the program will not modify the existing tub/shower for the sole purpose of installing or modifying the existing facilities to include accessibility features.

If the program scope of work impacts the kitchen, bathroom, or entryway in a rehabilitation project, the applicant may request reasonable accommodation in those areas.

Accessibility modifications will only be made in one (1) bathroom. If the repair project scope includes more than one (1) bathroom, the reasonable accommodation will be installed in the bathroom that is in the program scope of work where modifications are the most feasible within the existing dimensions and scope of work in the room.

The program will not move walls to expand the size of an existing bathroom or move plumbing lines to install an accessibility accommodation. Because repair projects are largely constrained by the size of existing rooms, there is no standard width/length size requirements for tub/shower compartments. The program will attempt to replace tub/showers with fixtures similar in size to the existing fixtures.

9.2.3.1.1 Bathroom Reasonable Accommodation 3 (RA-3)

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

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

9.2.3.1.2 Kitchen Reasonable Accommodations

Reasonable accommodations in kitchens for repair award types must be accommodations to items included in the program scope of work, and may include:

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

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

9.3 Reconstruction

Eligible applicants with stick-built/CMU block homes qualify for a reconstruction award type when the estimated cost to repair is greater than or equal to $150,000. Eligible applicants with properties otherwise deemed not suitable for rehabilitation may also qualify for a reconstruction award if the applicant owns the land and it is feasible to reconstruct the structure on the property. LLP will replace like for like for non-elevated Reconstruction projects. All elevated Reconstruction projects will receive a stick-built home.

Eligible applicants with MHUs may qualify for reconstruction only if it is infeasible to replace an MHU on the applicant's property and the applicant owns the land on which the MHU is situated. LLP considers it infeasible to replace an MHU if it must be elevated above a standard 5-foot installation height, if zoning or municipal regulations prohibit installation of a mobile home on the property, or if other engineering, environmental, or site constraints make installation of an MHU onsite infeasible. Applicants with MHU property types shall not be awarded a reconstruction award simply due to applicant preference.

Homes that meet the threshold for a reconstruction award will be demolished and reconstructed in substantially the same footprint, when feasible, and meet local building code requirements.

9.3.1 Size and New Unit Configuration

LLP will provide applicants who qualify for reconstruction awards with standard program floorplan homes. LLP offers 2-, 3-, and 4-bedroom homes; all standard floorplans include 2 bathrooms. Which standard floorplan the applicant receives is based on the number of bedrooms present in the storm-impacted property and verified via the damage assessment. Exceptions to reconstructed home bedroom/bathroom configuration will only be considered if overcrowding exists within the home or if an applicant elects to reduce the number of bedrooms and/or bathrooms to reduce a DOB gap.

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

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

Bedroom/Bathroom Configuration	Square Footage
2 bedroom / 2 bathroom	1000 – 1200 SF
3 bedroom / 2 bathroom	1200 – 1500 SF
4 bedroom / 2 bathroom	1300 – 1700 SF

Table 4: Standard Reconstruction Floorplan Configurations

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

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

- Interior or exterior finishes;
- Square footage;
- Number of bathrooms;
- Extra/Bonus rooms such as dens, playrooms, offices, studies, libraries, etc.

9.3.2 Reasonable Accommodations – Reconstruction Award Type

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

- 36" hallways, wide enough to accommodate a standard wheelchair
- Adequate turning radius for a wheelchair in the kitchen
- Adequate turning radius for a wheelchair in bathroom[6]
- All doors installed with levers instead of knobs
- Exterior doors, bedroom doors, and bathroom doors are 36" wide

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

9.3.2.1 Reasonable Accommodations – Bathroom

Applicants will be provided one (1) bathroom with the following accessibility modifications:

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

9.3.2.2 Reasonable Accommodations – Kitchen

Standard reasonable accommodations for kitchens in reconstruction project types include:

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

9.4 Mobile Home Unit (MHU) Replacement

Eligible applicants with mobile home unit (MHU) properties qualify for a replacement award type when the estimated cost to repair is greater than $15,000 and/or the MHU is five (5) years old or older. Eligible applicants with MHUs on leased land must have landowner consent to replace an

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

MHU on the land prior to award or must have identified a suitable alternate location. Homes that meet the threshold for a replacement award will be demolished and a new MHU will be installed in substantially the same footprint, when feasible.

9.4.1 Size and New Unit Configuration

LLP will provide applicants who qualify for replacement awards with 2-, 3-, and 4-bedroom singlewide or doublewide MHUs; all bedroom configurations include 2 bathrooms. Which unit configuration an applicant receives is based on the number of bedrooms present in the storm-impacted property and the width (single or doublewide) of the storm damaged MHU, as verified by the damage assessment. After-market additions are not considered when determining the width or number of bedrooms in the storm damaged MHU (i.e., if a 3rd bedroom was added on to a singlewide 2-bedroom MHU, the home will be considered a 2-bedroom, singlewide MHU). Exceptions to replacement MHU bedroom configuration will only be considered if overcrowding exists within the home or if the applicant elects to reduce the number of bedrooms via scope reduction to reduce or eliminate a DOB gap.

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

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

- If the storm damaged MHU was a singlewide, the applicant will receive a singlewide.
- If the storm damaged MHU was a doublewide, triple wide, or larger width configuration, the applicant will receive a doublewide.

To reduce the required time from award to completion as related to replacement awards, the Program will task the assigned General Contractor to source an MHU in the awarded singlewide or doublewide bedroom/bathroom configuration. LLP does not offer standard floorplans for MHUs. LLP offers standard bedroom/bathroom configurations in singlewide or doublewide units in the following standard square footage ranges. All MHUs sourced by the program must be HUD approved units. The table below outlines square footage ranges for singlewide and doublewide units

Bedroom/Bathroom Configuration	Conditioned Square Footage
Singlewide 2 bedroom / 2 bathroom	750 – 900 SF
Singlewide 3 bedroom / 2 bathroom	1000 - 1200 SF
Singlewide 4 bedroom / 2 bathroom	1000 – 1200 SF

Doublewide 2 bedroom / 2 bathroom	1000 – 1250 SF
Doublewide 3 bedroom / 2 bathroom	1250 – 1500 SF
Doublewide 4 bedroom / 2 bathroom	1400 – 1800 SF

Table 5: MHU Configurations

LLP replacement MHUs do not include replacement or reconstruction of garages (attached or detached), sheds, pool houses, carports, or other outbuildings. Such outbuildings may be demolished during construction to allow ample space for the new MHU to be delivered/installed or because such structures pose a health or safety issue. Essential appliances are included with MHU replacement which include stove/range, oven, water heater, and refrigerator only. Washing machines and dryers, microwaves, stand-alone freezers, and other non-essential appliances are not provided.

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

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

9.4.2 Mobile Home Relocation

LLP allows for replacement of a mobile home in an alternate location only when replacing the MHU in the same location as the storm damaged MHU is prohibited or not feasible. MHU relocations may be considered for otherwise eligible applicants who do not own the land of which the storm-damaged MHU is situated, under the following circumstances:

- The landowner does not consent to a new unit being replaced on the land;
- If MHU must be elevated above 8-foot installation height;
- If zoning or municipal regulations prohibit installation of a mobile home on the property; or
- If other engineering, environmental, or site constraints make installation of an MHU onsite infeasible.
- The current property is within a Floodway

LLP does not provide replacement property for applicants. To be allowed to replace an MHU on an alternate property, the applicant must source and obtain ownership or permission to install a MHU at the alternate location within 60 days of receiving Notification of Relocation. Alternate locations must be within a previously developed lot, zoned to allow for installation of a mobile home unit, have ready access to sewer, water, and electric connections, and must not be located in a 100-year floodplain. Alternate mobile home sites must pass an environmental review before the applicant makes a binding commitment to lease or purchase land. If an applicant enters into

a binding agreement to lease or purchase alternate land before the program has environmentally cleared at the alternate parcel, the applicant may be ineligible for assistance, as this constitutes a choice-limiting action.[7]

9.4.3 Reasonable Accommodations – Mobile Home Replacement Award Type

Applicants who qualify for a replacement award type may request reasonable accommodations. Reasonable accommodations in MHU projects are limited by manufacturer specifications and unit availability. Applicants who request Reasonable Accommodation will be provided with an "accessibility adapted" mobile home unit. Accessibility adapted designations are controlled by the MHU manufacturer and may include features such as wider doorways, grab bars, or low-threshold shower compartments.

10 Pre-Construction

After the Landlord Grant Agreement is executed for a rehabilitation, reconstruction, or replacement award, the case enters the "pre-construction" phase. During the pre-construction phase of the program, several key activities take place which prepare the project for the start of physical construction. Key activities which take place during the pre-construction phase of the program include, but are not limited to:

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

[7] 24 CFR 58.22(a) Neither a recipient nor any participant in the development process, including public or private nonprofit or for-profit entities, or any of their contractors, may commit HUD assistance under a program listed in § 58.1(b) on an activity or project until HUD or the state has approved the recipient's RROF and the related certification from the responsible entity. In addition, until the RROF and the related certification have been approved, neither a recipient nor any participant in the development process may commit non-HUD funds on or undertake an activity or project under a program listed in § 58.1(b) if the activity or project would have an adverse environmental impact or **limit the choice of reasonable alternatives.**

10.1 Contractor Selection and Assignment

LLP relies on a pool of qualified general contractors (GC) to perform rehabilitation, reconstruction, and MHU replacement work, subcontracted via *HORNE LLP*. General Contractors were procured consistent with 2 C.F.R. Part 200 and included in the Program Management RFP scope of services, which expressly covered construction. General contractors will be assigned to complete construction work for eligible and awarded applicants. General contractors will be assigned by LLP to each project after the Landlord Grant Agreement has been executed. Applicants are not permitted to select or manage their own general contractor.

LLP will assign projects to general contractors based on the general contractor's performance history on LLP construction projects and the general contractor's capacity to take on additional jobs at the time the project is ready to be assigned.

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

10.2 Survey and Design

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

10.3 Cost Estimate

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

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

General contractors will visit each subject property to evaluate site-specific conditions that must be factored into the LLP cost estimate and to finalize the LLP-provided scope of work. The applicant or his/her designee are required to attend the site visit conducted by the General

Contractor. Upon completion of the site visit and incorporation of any site-specific line items to the scope of work, the General Contractor must submit the scope of work to the program for review and approval. The program must approve each scope of work before the General Contractor may begin construction activities. Once approved, the LLP scope of work may only be modified via a duly authorized change order.

10.4 Pre-Construction Meeting

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

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

10.5 Permitting and Code Compliance

General contractors are required to complete all LLP-sponsored construction activities in accordance with local and state building codes. General contractors are responsible for determining which permits are required and for acquiring all permits required to complete the LLP-approved scope of work from the authority having jurisdiction for code compliance in the location where the construction project is located. Permits required for each project vary by location and scope of work, but may include permits for items such as but not limited to:

- Demolition
- Septic
- MHU Installation
- Mechanical, electrical, or plumbing
- Building

- Roofing
- Asbestos or Lead Based Paint Abatement

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

General Contractors must demonstrate code compliance in order to pass a program final inspection. For reconstruction or MHU replacement projects, code compliance will be confirmed via a Certificate of Occupancy (or equivalent), issued by the authority having jurisdiction. For repair projects, code compliance will be confirmed via Certificate(s) of Completion (or equivalent), as applicable, issued by the authority having jurisdiction. Certificate(s) of Completion issued for repair projects may vary, depending on the scope of work completed by the program.

11 Construction

11.1 Construction Standards

11.1.1 Rehabilitation

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

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

General Contractors follow minimum construction standards similar to the Residential Construction Performance Guidelines governing the quality of new construction of housing. Minimum standards are set for the contractor for all of the following: features, property & site, ventilation, insulation, and attic access, pest control, electrical service and lightning, healing and cooling systems, interiors of structures, exterior of structures, plumbing systems, and garages.

11.1.2 Reconstruction

General Contractors follow minimum construction standards similar to the Residential Construction Performance Guidelines governing the quality of new construction of housing. Minimum standards are set for the contractor for all of the following divisions: concrete, wood and plastic components, thermal and moisture protection, openings, finishes, specialties, equipment,

plumbing, heating ventilation and air conditioning, electrical, earthwork, and exterior improvements.

All work shall comply with current federal, state, local building codes/ordinances, and LLP requirements.

Contractor shall note the purpose of these construction specifications is to provide a consistent product between all builders regardless of the designer.

11.2 Elevation Standards

The program will follow HUD guidance to ensure all structures, as defined in 44 CFR 59.1, designed principally for residential use, and located in the 1% annual (or 100-year) floodplain or 0.2% annual (or 500-year), that receive assistance for new construction, repair of substantial damage, or substantial improvement, as defined at 24 CFR 55.2(b) (10), will be elevated with the lowest floor, including the basement, at least two (2) feet above the Base Flood Elevation (BFE). The program will order elevation certificates for construction projects where necessary to comply with HUD's guidance. The program will not engage in elevation activities as a standalone measure that is not connected to the repair damage caused by Hurricane Idalia, Helene, and/or Milton.

11.3 Eligible Construction Activities

General Contractors are only authorized to perform construction activities that are duly authorized by an approved LLP scope of work or via an approved change order. Landlord requests for upgrades, modifications, and/or additional work shall not be considered. Program scopes of work, including all items outlined in the bulleted list below are subject to LLP award caps. Homeowner-funded or elective upgrades, modifications, or additions are not permitted under the Program (see Section 2.1.1 for details).

Program scopes of work may include:

- **Rehabilitation**: Rehabilitation repair work includes items required to complete repair or renovation of a portion of a home. Repair work is intended to repair storm damage and bring the items repaired into compliance with local building codes. Repair of substantially damaged or substantially improved structures will include scope associated with minimum property standards.
- **Reconstruction**: Reconstruction consists of the demolition, removal, and disposal of the storm damaged structure, followed by construction of a new home in substantially the same footprint as the storm-damaged home. Reconstruction work will be conducted in accordance with local building codes. Reconstructed homes are only offered in standard LLP floorplans. No custom designed homes are authorized.
- **Mobile Home Unit (MHU) Replacement**: MHU Replacement consists of the demolition, removal, and disposal of the storm-damaged MHU, followed by installation of a new MHU in substantially the same footprint as the storm-damaged MHU. MHUs provided by LLP must be HUD certified and will be installed in accordance with local building and zoning regulations. MHUs are offered in 2, 3, and 4-bedroom configurations, all with 2 bathrooms. Singlewide and doublewide MHUs are offered. MHUs will be sourced and offered by the

General Contractor, in accordance with LLP size and configuration guidance. Applicants are not permitted to select the MHU.

- **Site work**: Site work includes site-specific construction activities necessary to complete the project that are not related to the structure itself. Site work includes activities such as: flatwork, grading, septic tank repair/replacement, well repair/replacement, installation of sod, tree trimming or tree removal, etc.
- **Environmental Abatement**: Environmental abatement activities are those environmental activities identified by LLP or the General Contractor that must be addressed in order to deliver a decent, safe, and sanitary home. Environmental abatement activities may include items such as, but not limited to lead based paint removal or mitigation or asbestos abatement. Costs of environmental clearance inspections are also allowable.
- **Historic Preservation**: Section 106 of the National Historic Preservation Act of 1966 (Public Law 89-665), as amended in 2000, requires Architectural History compliance imposed by the Compliance and Review Section of the Bureau of Historic Preservation, as needed. If the State Historic Preservation Office (SHPO) or other authority having jurisdiction requires specific construction or design measures to prevent an adverse effect to a historic or cultural resource, such activities may be included in the program scope of work.
- **Reasonable Accommodations**: Scopes of work for applicants with duly approved reasonable accommodation requests will include items associated with the approved reasonable accommodation(s). Reasonable accommodations may include items such as: widened doorways, ramps, grab bars, etc. To be included in a program scope of work, the applicant must have presented adequate documentation of a disability for him/herself or a household member, and the reasonable accommodations request form must be approved prior to construction start.
- **Essential Appliances**: Essential appliances, which include stove/range, oven, water heater, dishwasher, and refrigerator are included in program scope of work for all reconstruction and replacement award types. Scopes of work for repair award types will include replacement of essential appliances, only if the essential appliances are damaged, in non-working order, or non-existent at the time of damage assessment[8]. Appliances provided will be of standard, economy grade. Luxury appliances will not be provided.
- **Smoke and Carbon Monoxide Detectors**: All assisted homes will be equipped with smoke and carbon monoxide detectors, in accordance with local code requirements.
- **Mitigation Measures**: Measures to make homes more resilient in the face of future disasters such as, but not limited to, roof strapping, elevation, or impact resistant glass, may be included in program scopes of work.

The above bulleted list is not intended to be an exhaustive or all-encompassing list. All construction work undertaken by General Contractors must be approved via an approved cost

[8] Dishwashers will only be replaced in repair award projects if the storm-damaged home contained a dishwasher that is damaged. Dishwashers will not be added in repair projects where the storm-damaged home did not have a dishwasher.

estimate or duly authorized change order. Any work completed by general contractors prior to authorization by LLP is completed at the general contractor's own risk.

11.3.1 Integration of Mitigation and Resilience Measures

In accordance with the CDBG-DR Universal Notice, LLP integrates mitigation measures and resilience strategies into rehabilitation, reconstruction, and replacement activities to reduce future natural hazard risks and enhance long-term housing stability.

Mitigation measures may include, but are not limited to, elevation above base flood elevation, roof strapping, wind-resistant building components, flood-resistant materials, and other hazard-mitigation techniques appropriate to the property's risk profile and site conditions.

CDBG-DR investments under LLP are designed and constructed to withstand chronic stresses and extreme weather events to the greatest extent feasible. Pinellas County will identify and track resilience performance measures in DRGR, consistent with HUD guidance, to document how funded activities advance disaster resilience and mitigation objectives.

11.3.2 Limitations on Construction Work or Upgrades

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

11.3.3 Exacerbated Damages

To the extent that damages resulting from Hurricane Idalia, Helene, and/or Milton are exacerbated by circumstances beyond the applicant's control before the repair or reconstruction of the hurricane-damaged structure is completed, LLP may fund the rehabilitation, reconstruction, or replacement of the damaged home, after updating the applicant's unmet need analysis.

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

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

However, LLP may not provide assistance for activities that: (1) address a need arising solely from an event other than Hurricane Idalia, Helene, and/or Milton; or (2) address a need that has been

met in full.[9] For example, if a home did not suffer damages from Hurricane Idalia, Helene, and/or Milton, but later suffers damages from a subsequent event, LLP cannot provide assistance to rehabilitate, replace, or reconstruct the home.

As stated in LLP eligibility criteria, all applicants must have sustained damage from Idalia, Helene, and/or Milton to receive assistance. If exacerbated damages make it impossible to determine damages from Hurricane Idalia, Helene, and/or Milton through a damage inspection, the Program may use third-party documentation or datasets, such as FEMA award letter, to document storm damages.

11.4 Construction Warranty

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

The General Contractor is responsible to provide the warranty and to address any valid warranty issues which arise during the one (1) year coverage period. If an applicant chooses to make modifications, additions, or to otherwise affect or alter any program-assisted item during the one (1) year warranty period, the warranty will be void and the General Contractor will not be responsible for any repairs.

11.5 Construction Progress Inspections

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

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

Items required to pass a 50% inspection and final inspection vary by award type and are outlined below. Inspections may fail an inspection because required work is not complete, because a

[9] LLP may still reimburse applicant for completed work as an allowable HUD program expenditure as an unmet need.

general contractor or general contractor's representative failed to attend, or because work complete is not of acceptable quality.

11.5.1 Rehabilitation Award Type Inspections

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

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

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

- Certificate(s) of Completion (or equivalent), issued by an authority having jurisdiction on site for all permits issued for the project;
- All site work complete;
- Photos of any work complete and enclosed at the time of final inspection. Work complete and enclosed at final inspection may include, but is not limited to:
    - Use of green rock in wet areas that has been painted over,
    - Installation of insulation in exterior walls that have sheet rock installed,
    - Installation of new subfloor,
    - Installation of new radiant barrier sheathing if conducting roof replacement,
    - Completion of anti-microbial spray, or
    - Installation of replaced plumbing supply/waste lines or valves located within walls.
- All construction work included in the LLP-approved cost estimate and any duly authorized change orders is complete and of sufficient quality;
- All utilities are reconnected and functional;
- All essential appliances are properly installed and functioning as intended;
- If the program-assisted structure is in the 100-year floodplain according to the effective Flood Insurance Rate Map (FIRM), a final elevation certificate showing the lowest finished floor is 2 or more feet above the Base Flood Elevation (BFE);
- Warranty issued for one (1) year and warranty booklet present in the home; and
- If the home was built prior to 1978, a lead-based paint clearance report is present.

11.5.2 Reconstruction Award Type Inspections

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

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

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

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

11.5.3 MHU Replacement Award Type Inspections

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

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

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

- Certificate of Occupancy on site;
- All site work complete, including final grading, flatwork, and sod installation;

- All construction complete and of good quality in accordance with LLP-approved floorplan, scope of work, and any duly authorized change orders;
- Address numbers are installed on the front of the home;
- All utilities reconnected and functioning;
- All essential appliances properly installed and functioning as intended;
- If the program-assisted structure is in the 100-year floodplain according to the effective Flood Insurance Rate Map (FIRM), a final elevation certificate showing the lowest finished floor is 2 or more feet above the Base Flood Elevation (BFE);
- Warranty issued for one (1) year and warranty booklet present in the home; and
- Title for the new MHU is issued in the applicant's name.

11.6 Change Orders

From time to time, it may be discovered that the construction scope of work originally approved by LLP must be altered to deliver a decent, safe, and sanitary home within acceptable timeframes. LLP allows for the use of change orders to modify the program-approved scope of work. Change orders must be initiated by the General Contractor. General Contractors must substantiate the need for the change order and demonstrate that costs associated with the change order are reasonable. Change orders initiated by the landlord will not be considered under any circumstance.

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

12 Applicant Responsibilities

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

12.1 Flood Insurance

Section 582 of the National Flood Insurance Reform Act of 1994 (42 U.S.C. 5154a), as amended, establishes a prohibition on providing Federal disaster assistance, in certain circumstances. In general, it provides that no Federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received flood disaster assistance that was conditional on the person first having obtained flood insurance under applicable Federal law and subsequently having failed to obtain and maintain flood insurance as required under applicable Federal law on such property. This means that Pinellas County may not provide disaster assistance for the rehabilitation, replacement, or restoration to a person who has failed to meet these requirements.

To ensure compliance with Section 582(a) program staff must (1) check to determine whether the applicant at any time received Federal flood disaster assistance that required the applicant to obtain and maintain flood insurance protection for the assisted property in accordance with the requirements of the Federal flood disaster assistance, but failed to do so; and if (1) occurred, (2) that no CDBG-DR funds are used to make a payment (including any loan assistance payment) to the applicant for repair, replacement, or restoration for flood damage to the assisted property in (1).

Section 582 of the National Flood Insurance Reform Act mandates that Pinellas County must inform property owners receiving disaster assistance that triggers the flood insurance purchase requirement that they have a statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so. The requirement to maintain flood insurance shall apply during the life of the property, regardless of transfer of ownership of such property. A Covenant Agreement shall be executed with Pinellas County enforcing this requirement prior to receiving disaster assistance.

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

Applicants with LLP assisted properties located within a 100-year floodplain must submit proof of flood insurance prior to receiving keys to the assisted property. LLP may purchase flood insurance coverage for one year following provision of program assistance.

12.1.1 Prohibition of Assistance for Lack of Flood Insurance Coverage

When a landlord located in the 100-year floodplain allows their flood insurance policy to lapse, it is assumed that the landlord is unable to afford insurance and/or is accepting responsibility for future flood damage to the home. Higher income landlords who reside in a 100-year floodplain, but who failed to secure or decided to not maintain their flood insurance, should not be assisted at the expense of lower income households. To ensure that adequate recovery resources are available to assist lower income landlords who reside in a 100-year floodplain but who are unlikely to be able to afford flood insurance, and in accordance with an alternative requirement established in Universal Notice, LLP is prohibited from providing assistance for the rehabilitation/reconstruction of a house, if

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

12.2 Applicant Cooperation with the Program

Throughout the life of an applicant's participation in LLP – from submission through closeout of the application – the applicant must participate and respond to requests from the program in a

timely manner. At no point should a request from the program go unanswered for more than **thirty (30) days**.

LLP will send applicants with outstanding requests from the program a Pending Action Notice to inform the applicant of the outstanding request(s). The Pending Action Notice informs the applicant that the program requires action from the applicant in order to proceed and that if the applicant does not complete the required action within **thirty (30) days**, the applicant's case will be closed. Common outstanding requests include, but are not limited to:

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

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

12.3 Applicant Responsiveness

The program will make reasonable attempts to contact applicants to schedule meetings, collect documentation, or obtain other information necessary. If the program has made three (3) consecutive unsuccessful attempts to contact an applicant with no follow up contact from the applicant, the applicant will be sent a Non-Responsive Notice. The Non-Responsive Notice provides contact information for the program, advises the applicant of the next steps in the application process, and notifies the applicant that he/she must contact the program or complete an action within **fourteen (14) days** of the date of the letter. If the applicant fails to contact the program or complete the action within the **fourteen (14) days** allowed, the application will be closed. Applicants who become non-responsive after construction activities have commenced may be subject to repay program funds expended on construction activities prior to the application being closed.

12.4 Conduct and Program Participation Expectations

To promote efficient, respectful, and timely delivery of disaster recovery assistance, all applicants, household members, and authorized communication designees participating in the People First

(CDBG-DR) Homeowner Rehabilitation & Reconstruction Program (HRRP) are required to maintain professional and cooperative conduct when interacting with County staff, consultants, lenders, title companies, and subcontractors.

12.4.1 Participant Standards of Conduct

Program participants, including homeowners, household members, and authorized designees, are expected to:

- Treat County staff, program representatives, contractors, subcontractors, and vendors with respect and professionalism at all times.
- Communicate in a courteous, non-abusive, and non-threatening manner in all verbal, written, and electronic correspondence.
- Cooperate in good faith with program activities, including property access, inspections, and construction schedules, and refrain from obstructing or delaying authorized work.

12.4.2 Prohibited Conduct

The following behaviors are strictly prohibited and may result in corrective action by the County:

- Use of threatening, profane, discriminatory, harassing, or aggressive language or behavior during any interaction with program staff, contractors, or partners.
- Making false or unfounded allegations of fraud, misconduct, or negligence.
- Physical intimidation, threats, or actions that create an unsafe or hostile environment.
- Intentional interference with inspections, construction activities, or communication processes related to program implementation.

12.4.3 County Response to Prohibited Conduct

If a homeowner, household member, or authorized designee engages in prohibited behavior, the County may take one or more of the following actions, as appropriate:

- Issue a formal written warning to the homeowner.
- Temporarily suspend program activities, including construction or inspections, until the matter is resolved.
- Restrict all future communications to written correspondence or through a designated County representative.
- Terminate participation in the Program if the behavior causes undue delays, endangers safety, or violates the terms of the Program Manual or related agreements.
- Termination of program participation under these circumstances shall be considered final and not subject to appeal.

12.5 Minimizing Displacement and Temporary Housing During Construction Activities

Pinellas County will seek to minimize the direct and indirect displacement of individuals, families, businesses, farms, and nonprofit organizations, and persons with disabilities recognizing the

significant challenges displacement can cause. The County will implement this policy in a manner consistent with, and in adherence to, the County's Residential Anti-displacement and Relocation Assistance Plan (RARAP). Lawful tenants of assisted properties may qualify for relocation assistance if they must relocate during program-sponsored construction activities, as provided under the Uniform Relocation Act[10]. Although tenant displacement under LLP is expected to be rare, the County will follow the requirements of its RARAP if displacement or conversion occurs. In some rare cases, properties assisted by LLP must be vacant and empty of personal belongings during construction. Land/area surrounding the storm-impacted property must also be cleared of any debris, vehicles, derelict personal property, etc. Applicants must move out of the storm-impacted property and remove all personal belongings and derelict personal property on site within **thirty (30) days** of the pre-construction meeting.

By signing a Homeowner Grant Agreement and accepting a Program award, the Applicant affirms that he/she has made arrangements for temporary housing during the construction period. Applicants who are unable or unwilling to vacate the storm-impacted property and remove all personal belongings in a timely manner may be sent a Pending Action Notice. Applicants who fail to vacate the structure and remove all personal belongings within **thirty (30) days** of the Pending Action Notice will have their application closed.

12.6 Applicant Responsibilities During Construction

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

(i) Applicants must coordinate with assigned General Contractor to sign any required permitting documents.

(ii) The landlord must allow the General Contractor and LLP representatives full access to the property. If reasonable and timely access to the property is denied by the applicant, LLP may terminate the award and the applicant may be subject to repay any program funds expended on the project.

(iii) The landlord must allow inspections to be performed by LLP representatives and municipal code inspectors. If reasonable and timely access to the property is denied by the applicant, LLP may terminate the award and the applicant may be subject to repay any program funds expended on the project.

(iv) The landlord must remove and/or secure any animals or pets that remain on property during construction. Animals will only be allowed to remain on property during construction if the General Contractor confirms there is sufficient space and sufficient enclosure for the animals to remain on site without interfering with construction work. If there is not enough space or if animal enclosures are not sufficient, animals must be

[10] All applicants are required to disclose information about any and all tenants who reside(d) at the storm-impacted property from the time of the storm through present at application intake.

removed from the property. LLP will not cover costs associated with removal and/or boarding of animals during construction.

(v) The landlord must not interfere with the project site. For safety reasons, landlords should make best efforts to stay away from the storm-impacted property during construction.

(vi) All debris, abandoned vehicles, and buildings that pose a safety and/or health threat as determined by the local jurisdiction or person qualified to make such a determination, must be removed from the property prior to the start of construction. The landlords must remove derelict personal property. The landlord has **thirty (30) days** from the date of the pre-construction meeting to remove all such debris and derelict property from the construction site. Failure to remove such property may result in the application being closed.

(vii) If utilities must be disconnected for construction work, applicants must arrange for utilities to be disconnected within thirty (30) days of the pre-construction meeting. Applicants must keep current on all utility bills during construction, as accounts must be current in most cases for the utility company to reconnect/reinstate services.

12.7 Compliance Period

Applicants assisted under LLP must agree to the terms of the compliance period associated with their award. Pinellas County will periodically monitor Landlord-Applicants throughout the compliance period. Applicants may be asked to demonstrate that they are still in compliance at any time during the compliance period. The Pinellas County property appraiser will provide reports for homestead exemptions, if the Landlord-Applicant is not in compliance, a non-compliance notification will be sent for action.

Enforcement of this requirement will be secured through a recorded lien, restrictive covenant, or other enforceable legal instrument. The County will release the lien or restriction upon successful completion of the five (5) year compliance period and verification that all program conditions, including affordability and tenant eligibility requirements, have been satisfied.

If a Landlord-Applicant passes away after program construction has begun, the program will complete construction of the property.

12.7.1 Landlord-Applicant Affordability Period

Landlord-applicants assisted under LLP for a rental property must agree to own the program-assisted home and rent the home at affordable rents to low- to moderate-income (below 80% AMI) tenants only for a period of **five (5) years** after completion of construction. Tenants may not have relation or be related with the Landlord or may cause a conflict of interest. Affordable rents are rents that do not exceed HIGH Home Rent Limits adjusted for the number of bedrooms in the unit, and location of the property[11]. Leases must be a long-term agreement of one year or longer.

[11] HUD updates HOME Rent limits annually. HOME rent limits are publicly available online at: https://www.hudexchange.info/programs/home/home-rent-limits/.

Landlord-Applicants will be required to complete an annual compliance questionnaire to demonstrate compliance during each year of the five (5) year affordability period.

A mortgage and promissory note will be executed and recorded in the official records of Pinellas County, Florida before or at the time of closing. Written agreements will be outlined in the Landlord Grant Agreement. In addition, applicants are responsible for obtaining Landlord's Insurance for the five (5) year period. Applicants with LLP assisted properties must submit proof of insurance prior to receiving keys to the assisted property. LLP may purchase insurance coverage for one year following provision of program assistance. If a landlord-applicant sells the home or leases the home above affordable rates within the **five (5) year** compliance period, the applicant may be subject to repay all or a portion of the grant amount. The amount of benefit that is subject to repayment if the applicant breaks the terms of the compliance period will determined by straight-line, linear amortization schedule of the grant over the five-year compliance period. The table below outlines the repayment schedule should the applicant sell the property or fail to rent the home to income eligible tenants at fair rent during the five (5) year affordability period.

Date of Compliance Breach	Amount of Repayment Due to Pinellas County
Month 0 – Month 12	100% of grant award
Month 13 – Month 24	80% of grant award
Month 25 – Month 36	60% of grant award
Month 37 – Month 48	40% of grant award
Month 49 – Month 60	20% of grant award
61 months or beyond	0% of grant award

Table 6: Repayment Schedule

LLP may grant forgiveness of the compliance period terms in the following extenuating circumstances:

- If the applicant is transferred or deployed due to military service for a period of time that would prevent him/her from upholding ownership of the storm-impacted home, the applicant is expected to notify Pinellas County of the deployment or transfer. Compliance period requirements will be forgiven upon notification by the applicant to Pinellas County.
- If the applicant must be moved to a permanent healthcare facility or nursing home due to health conditions, the applicant or applicant's designee is expected to notify Pinellas County. Compliance period requirements will be forgiven upon notification by the applicant to Pinellas County.
- Other circumstances which are beyond the applicant's control and prevent the applicant from upholding ownership requirements throughout the compliance period will be considered on a case-by-case basis.

12.8 Recapture

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

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

Once it has been determined that the applicant must return funds to the CDBG-DR grant fund, the applicant must repay their funds in a timely manner. All repayments shall be expected to be repaid in full as one lump sum amount. The Program will review any applicant claims of financial hardship and may make limited accommodations in some cases. All funds recovered because of this policy will be tracked in the Disaster Recovery Grant Reporting system (DRGR) and returned to the CDBG-DR account or U.S. Treasury if the CDBG-DR grant has been closed out.

13 Voluntary Withdrawal

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

Applicants may indicate a desire to withdraw to any LLP representative. It is preferred, but not required, that an applicant who wishes to withdraw submit his/her withdrawal request in writing. After an applicant requests to withdraw, he or she will be sent a Voluntary Withdrawal Notice. The Voluntary Withdrawal Notice informs the applicant that LLP has received his/her request to withdraw, and that the applicant has **fourteen (14) days** from the date of the letter to rescind the withdrawal request. If the applicant does not rescind the voluntary withdrawal request within the **fourteen (14) day** period, the applicant's case will be closed as withdrawn.

14 Fraud, Waste and Abuse

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

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

In addition to these program-specific requirements, applicants and participants are subject to Federal statutes regarding false claims and statements.

Warning: *Any person who knowingly makes a false claim or statement to HUD or causes another to do so may be subject to civil or criminal penalties under 18 U.S.C. 2, 287, 1001 and 31 U.S.C. 3729.*

14.1 Fraud Awareness, Prevention, and Beneficiary Assistance

Pinellas County will provide LLP applicants and beneficiaries with information designed to raise awareness of potential fraud risks associated with disaster recovery activities, including contractor fraud, identity theft, and misrepresentation of program benefits. Fraud awareness information will be provided through program materials, intake counseling, written notices, and the program website.

The Program will inform beneficiaries of common indicators of contractor fraud and poor-quality work and will advise beneficiaries not to engage private contractors for work covered under LLP or to provide payment to any individual claiming to represent the Program.

If a beneficiary experiences contractor fraud, poor-quality work, or related issues, the Program will assist the beneficiary by coordinating warranty enforcement, initiating corrective action with the assigned contractor, and facilitating appropriate referrals to local, state, or federal enforcement agencies, as applicable.

LLP includes a mandatory post-construction warranty period. Beneficiaries will receive formal written notification of warranty coverage at project completion and periodic reminders prior to warranty expiration. If contractor fraud or deficient work results in additional unmet need and the beneficiary remains otherwise eligible, the Program will evaluate the need for additional assistance in accordance with applicable federal requirements and funding availability.

14.2 Reporting Fraud

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

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

Reporting Fraud, Waste and Abuse	
Phone	(727)-45FRAUD (453-7283)
Email	fraudhotline@pinellascounty.org
Internet	https://www.mypinellasclerk.gov/Home/Inspector-General#599117-report-fraud-waste--abuse
Mail	Public Integrity Unit Division of Inspector General 510 Bay Ave. Clearwater, FL 33756

Table 7: Reporting Fraud, Waste, and Abuse

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

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

Table 8: HUD OIG

14.3 Beneficiary Awareness and Assistance Related to Fraud

Pinellas County will provide Local Landlord Program (LLP) beneficiaries with information intended to raise awareness of potential fraudulent activity, including contractor fraud, poor-quality work, and other risks that may arise during disaster recovery. This information will include guidance on how fraud can be avoided and how beneficiaries may report suspected fraud to appropriate local, state, or federal authorities.

If a beneficiary experiences contractor fraud or other fraudulent activity related to LLP assistance, the County will assist the beneficiary by reviewing the issue, enforcing applicable program requirements and warranty provisions, and coordinating corrective actions as appropriate. If fraudulent activity results in the creation of additional disaster-related unmet need, and the beneficiary otherwise remains eligible, Pinellas County will evaluate the circumstances on a case-by-case basis to determine whether additional CDBG-DR assistance may be provided, subject to HUD requirements and availability of funds.

15 Complaints

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

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

- Via Email: peoplefirst@pinellas-recovers.com
- In Writing: 200 Mirror Lake Dr. N, St. Petersburg, FL 33701

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

- Via telephone: (727)-606-3307
- In person at any People First Hurricane Recovery Program Intake Center

Office Location	Operating Hours
2600 McCormick Drive - Suite 100 **Clearwater, FL 33759**	Monday through Friday, 8 a.m. to 5 p.m.
5000 Park Street - Suite 4 **St. Petersburg, FL 33709**	Monday through Friday, 8 a.m. to 5 p.m.

Table 9: Office Locations

16 Appeals

Applicants who wish to contest a Program determination may request an initial appeal directly with the Program by submitting a written request via electronic or postal mail within **thirty (30)**

calendar days from the date of the determination being contested. Applicants may request an appeal to contest:

- Eligibility determination;
- Duplication of Benefits Gap determination;
- Award Type Determination;
- Program Scope of Work; or
- Recapture Amount.

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

- Via Email: peoplefirst@pinellas-recovers.com
- In Writing: 200 Mirror Lake Dr. N, St. Petersburg, FL 33701

The LLP Appeals Coordinator will conduct an initial review using the request and supporting information submitted by the applicant and make a determination. When practicable, the determination will be made within fifteen (15) business days. Applicants will be notified in writing of the determination made on their initial appeal via an Initial Appeal Determination Notification.

Program requirements established by Pinellas County and approved by HUD as dictated by law may not be waived or abrogated.

Applicants who choose to file a request for appeal are encouraged to provide individual facts or circumstances, as well as supporting documents to justify their petition. In adjudication of the appeal, the Program will only review facts and information already included in an Applicant's file, unless the Applicant submits new documentation. The Program has the discretion to accept or reject new documentation based upon its relevance to the appeal.

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

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

17 Exceptions to Program Policies

The LLP Guidelines set forth the policy governing the program and approved LLP Standard Operating Procedures set forth the procedures by which policy will be enacted. The Guidelines and the SOPs are intended to guide program activities and enforce compliance with applicable

federal regulations. While Program Guidelines and SOPs govern the program, neither should be considered exhaustive instructions for every potential scenario that may be encountered by the program. At times, exception to program policies and/or procedures may be warranted. All exception requests are reviewed and adjudicated on a case-by-case basis as need arises, at the sole discretion of Pinellas County. Exceptions may be granted to program policy or process. However, exceptions to federal regulations, laws, or statutes shall not be authorized.

17.1 Exceptions to Program Policies and Maximum Assitance

Pinellas County may grant exceptions to certain LLP program policies, including exceptions to maximum assistance amounts, on a case-by-case basis when warranted by documented extraordinary circumstances. Exceptions will not be granted to federal statutory or regulatory requirements.

In evaluating an exception request, the Program will assess:

- The specific circumstances giving rise to the request;
- Whether the exception is necessary to address unmet disaster-related need;
- Whether the requested assistance amount is reasonable and cost-effective;
- Consistency with the Program's purpose, funding limitations, and HUD requirements.

All exception requests must be supported by written justification and cost reasonableness documentation and must be approved by authorized County officials. Approved exceptions will be documented in the applicant file and maintained for monitoring and audit purposes.

18 Pinellas County Administrative Policies

As a recipient of CDBG-DR funds, there are several policies, procedures, and regulations which apply to all programs, projects, and initiatives undertaken as part of Pinellas County's CDBG-DR grant. These policies and procedures are outlined in the Pinellas County CDBG-DR Grant Manual. This Manual covers topics such as: financial management, fair housing, conflicts of interest, recordkeeping, and others. The requirements described in the Pinellas County CDBG-DR Manual apply to all programs outlined in the Pinellas County Action Plan for Disaster Recovery and any amendments thereto, including LLP.

18.1 Cross-Cutting Federal Compliance

LLP will comply with all applicable cross-cutting federal requirements, as applicable, including but not limited to:

- **Section 3 (24 CFR part 75):** Worker and targeted worker opportunities (as it applies to the procured General Contractors) must be reported for applicable LLP projects. Pinellas County will track and report Section 3 compliance through its central CDBG-DR compliance policies and procedures.

- **Davis-Bacon and Related Acts (DBRA):** LLP projects are subject to DBRA labor standards only if construction involves residential properties with eight (8) or more units. For LLP, which primarily assists single-family homes, DBRA is generally not triggered.

These requirements are covered in more detail in Pinellas County's CDBG-DR Grant Administrative Policies and Procedures Manual, which governs cross-cutting federal compliance for all CDBG-DR programs.

19 Program Income

Program Income (PI) is defined as gross income received by the grantee or subrecipients that is directly generated from the use of CDBG-DR funds that totals more than $35,000 over the life of the grant. Pinellas County will track, report, and use PI in compliance with HUD regulations to ensure that all funds are used for eligible activities that support disaster recovery.

19.1 Sources of Program Income

Program Income (PI) includes, but is not limited to, the following when CDBG-DR funds are used:

- Proceeds from the disposition by sale or long-term lease of real property purchased or improved
- Proceeds from the sale or lease of equipment purchased
- Gross income from the use or rental of real or personal property
- Net income from the use or rental of real property
- Payments of principal and interest on loans
- Proceeds from the sale of loans
- Proceeds from the sale of obligations secured by loans

Program Income also includes the following:

- Interest earned on program income pending disposition of the income, including interest earned on funds held in a revolving fund account
- Funds collected through special assessments made against nonresidential properties and properties owned and occupied by households not low- and moderate- income, where the special assessments are used to recover all or part of the CDBG-DR portion of a public improvement.
- Gross income paid to a state, local, or a subrecipient thereof, from the ownership interest in a for-profit entity in which the income is in return for the provision of CDBG-DR assistance.

The full definition of program income, including applicable exclusions, is provided in sections III.B.12.a. and III.B.12.b. of the Universal Notice (UN). All sources of PI will be documented and reported in the DRGR system.

19.2 Use of Program Income

PI will be used before drawing additional CDBG-DR funds from the grant allocation. PI may be used to fund additional single-family rehabilitation or reconstruction projects, support administrative costs (if allowable), or expand program capacity.

19.3 Tracking and Reporting

Pinellas County will maintain a system for tracking the receipt, use, and balance of PI. This includes:

- Assigning PI to the appropriate activity in DRGR
- Maintaining supporting documentation for all PI transactions
- Ensuring that PI is used in a timely and compliant manner
- Including PI in financial reports and audits

19.4 Closeout Considerations

PI received after grant closeout must be returned to HUD or used in accordance with post-closeout agreements, as specified in HUD guidance. Pinellas County will ensure that any residual PI is managed in compliance with applicable federal requirements.

20 Closeout

Applications will be closed upon completion of construction work and upon returning the keys to the program-assisted property to the landlord.

LLP staff will perform a complete review of the application file to ensure all necessary documentation is present and to ensure that the case is ready for closeout. By the time a case reaches closeout, the case has undergone several QC checkpoints and various approvals at specific stages. Because the case has undergone such extensive quality control throughout each stage of the program process, closeout review is intended to provide a completeness review of each individual application, rather than a comprehensive quality control review of each step.

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

20.1 Record Retention

In accordance with Section III.C.6 of the Universal Notice, Pinellas County will retain all program records for a minimum of 4 years after grant closeout, per 24 CFR 570.502(a)(7). These records will be accessible for review by HUD, the Office of Inspector General, or other oversight entities as applicable.

Pinellas County will ensure the following responsibilities are maintained after grant closeout:

- Continued tracking and use of program income, as outlined in Section III.B.12.e of the Universal Notice
- Responding to any post-closeout audits or monitoring reviews
- Ensuring that affordability periods (as applicable) are monitored and enforced
- Maintaining public access to key program documents, such as the Action Plan and performance reports

Pinellas County will maintain a system of record to ensure that all post-closeout obligations are fulfilled and that the program remains in compliance with federal requirements.

[END PROGRAM GUIDELINES]

Appendix A – Definitions

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

Affordability / Compliance Period: The length of time during which a property assisted under a CDBG-DR housing program must remain in compliance with program requirements, such as owner occupancy or rental affordability. The compliance period is secured through a recorded lien, restrictive covenant, mortgage, or other enforceable instrument and is monitored by Pinellas County for the duration of the required term, consistent with 24 C.F.R. § 570.503(b)(7).

Area Median Income (AMI): The median (middle point) household income for an area adjusted for household size as published and annually updated by the United States Department of Housing and Urban Development (HUD).

Applicant: Any individual who applies for assistance to the Housing Rehabilitation, Reconstruction, and/or Elevation Program

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

CDBG-DR: Community Development Block Grant-Disaster Recovery.

Concrete Masonry Unit (CMU): a standardized, precast rectangular block used for traditional wall construction.

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

Damage Repair Valuation (DRV): The Damage Repair Valuation, or DRV, will represent the Xactimate determined value of the repairs completed by the landlord, or those caused to be repaired by the landlord, prior to the program application submittal for LLP.

Duplication of Benefits (DOB): A duplication of benefits (DOB) occurs when a person, household, business, or other entity receives disaster assistance from multiple sources for the same recovery purpose, and the total assistance received for that purpose is more than the total need, as defined in HUD's CDBG-DR Universal Notice, Appendix C.

Duplication of Benefits (DOB) Gap: DOB Gap is the total amount of excludable and non-excludable benefits received less the dollar amount of excluded benefits (excludable benefits).

Eligible Structure: A property type that meets Program eligibility standards for rehabilitation, reconstruction, or replacement using CDBG-DR funds. Eligible structures under the LLP include single-family (1–4 unit) stick-built homes, concrete block/concrete masonry units (CMU) homes, manufactured or modular homes, and duplex/triplex/quadplex structures with fewer than five units. Garages, sheds, and detached outbuildings are not eligible for repair but may be demolished if they pose a safety hazard.

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

Estimated Cost to Repair (ECR): An ECR is used to verify damage to the property and determine the estimated scope of work to complete the repairs to the property and bring the property up to program standards.

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

Financial Hardship: A condition in which a household experiences a verifiable loss or reduction of income, increase in necessary expenses, or other storm-related economic disruption directly resulting from a Presidentially declared disaster. Financial hardship may include job loss, business closure, reduction in work hours, unpaid leave, temporary displacement, or other documented circumstances that impair the household's ability to meet essential expenses such as rent, mortgage, or utilities. Documentation of financial hardship must be provided through income verification records, termination or unemployment notices, or other acceptable evidence as determined by the Program.

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

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

Household: A household is defined as all persons occupying the same housing unit, regardless of their relationship to each other. The occupants could consist of a single-family, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

HUD: United States Department of Housing and Urban Development.

Low- to Moderate-Income (LMI): Households whose total annual income does not exceed 80 percent of the area median income (AMI), adjusted for household size, as determined annually by HUD for Pinellas County. LMI households may include Extremely Low-Income (≤30 percent AMI), Very Low-Income (≤50 percent AMI), and Low-Income (≤80 percent AMI) households.

Low- to Moderate-Income (LMI) National Objective: Activities that benefit households whose total annual gross income does not exceed 80% of Area Median Income (AMI), adjusted for family size. Income eligibility will be determined and verified in accordance with HUD Guidance.

Mobile/Manufactured Housing Unit (MHU): A structure, transportable in one or more sections which, in the traveling mode is 8 body-feet or more in width, or 40 body-feet or more in length, or when erected on site, is at least 320 square feet, is built on a permanent chassis and is designed to be used as a dwelling with or without a permanent foundation when connected to the required utilities, and includes the plumbing, heating, air-conditioning and electrical systems contained therein. Sometimes referred to as mobile homes.

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

Program Income: The gross income received by Pinellas County or its subrecipients directly generated from the use of CDBG-DR funds. This includes, but is not limited to, repayments of loans, interest earned on program accounts, or proceeds from the sale or lease of property purchased or improved with CDBG-DR funds. Program income must be used before requesting additional grant funds and managed in accordance with 2 C.F.R. § 200.307(e) and HUD's April 2025 CDBG-DR Universal Notice, Section III.A.6.f.

Recapture: The process by which Pinellas County recovers CDBG-DR funds from an applicant or subrecipient that has received assistance to which they were not entitled, or has failed to comply with the terms and conditions of their agreement, including failure to meet eligibility, occupancy, affordability, or other program requirements. Recapture may occur due to fraud, misrepresentation, ineligibility, or duplication of benefits and shall be conducted in accordance with 2 CFR § 200.346, HUD's April 2025 CDBG-DR Universal Notice (Section III.A.6.f), and the Pinellas County CDBG-DR Grant Manual. All recaptured funds are treated as program income and must be returned to the CDBG-DR account or to HUD, as applicable.

Reconstruction: The demolition and rebuilding of a structure on the same lot in substantially the same footprint, when feasible, to replace a home that is determined to be "Not Suitable for Rehabilitation." Reconstruction includes elevating structures as required by flood hazard regulations and must meet current local building codes and applicable resilience requirements.

Replacement: The demolition and replacement of a damaged or aged Mobile Home Unit (MHU) with a new HUD-approved MHU of similar size and configuration (single-wide or double-wide). Replacement may also include relocation of the unit when installation at the original site is not feasible due to floodway, zoning, or site constraints.

Single Family Residence: Residential structures containing one (1) to four (4) dwelling units

Stick-built home: A home that has been built on-site using traditional construction materials and methods or a modular home.

Subrogation Agreement: A legally binding document executed by the applicant and Pinellas County that requires the applicant to repay duplicative assistance received after a CDBG-DR award has been made. The agreement ensures compliance with the Duplication of Benefits (DOB) requirements under Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and HUD's April 2025 CDBG-DR Universal Notice, Appendix C.

Substantial Damage: Damage of any origin sustained by a structure whereby the cost of restoring the structure to its pre-damaged condition equals or exceeds 50 percent of the structure's pre-disaster market value.

Xactimate: A residential estimating software that is used to standardize estimates for construction costs.