

# **Elevating Homes Program (EHP)**

## ***Communities of Everglades Disaster Recovery (CEDR) Elevating Homes Program Guide***

### **1. Introduction**

The Collier Community Foundation in partnership with the Communities of Everglades Disaster Recovery (CEDR) has established the Elevating Homes Program (EHP). The goal of the EHP is to assist eligible families in the areas of Everglades City, Plantation Island, and Chokoloskee to mitigate the risk of repetitive loss due to storm surge and flooding by elevating their homes.

The EHP program application process will be available to all eligible survivors regardless of the individuals' race, creed, color, gender, national origin, sexual orientation, disability or religious preference.

The threat of future flooding, coupled with increased costs for flood insurance, are especially burdensome for vulnerable populations, such as the elderly, persons with disabilities, families with young children, or families with employment concerns or short term financial crises

### **2. Participation**

Participation in EHP is strictly voluntary and limited to low- to moderate income homeowners located in the eligible communities identified above. Neither application to the EHP, nor on-site assessment guarantees acceptance and participation in the Program.

As a recipient of funding under the EHP, the applicant receiving services will be required to certify acceptance of the following conditions for funding:

- a. That the Property Owner will maintain the elevated structure in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:
- b. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
- c. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
- d. No mechanical, electrical, HVAC or plumbing devices will be installed below the Base Flood Elevation; and
- e. All enclosed areas below Base Flood Elevation must be equipped with vents in accordance with 44 CFR Part 60 (c) (5), permitting the automatic entry and exit of flood water.
- f. Applicants must agree to share their story with the Collier Community Foundation to promote the EHP program for future fund raising purposes.

### **3. Eligibility**

The Elevating Homes Program (EHP) is open to all low- to moderate-income homeowners who reside in their single family (primary residence and where there are no tenants) that was flooded by Hurricane Ian and, is not covered by other existing home elevation assistance programs.

Homes must be located in Everglades City, Plantation Island or Chokoloskee Island.



**Figure 1 - Map of Eligible Areas**

a. In order to assess initial eligibility, a Pre-Application will be released by CEDR to Hurricane Ian affected homeowners. The Pre-Application will be utilized by CEDR to evaluate potential applicants for EHP and does not guarantee an offer to receive home elevation services.

b. Approximately 30 days after submitting a pre-application, **qualified applicants** will be provided a full application for home elevation services. Full applications will be provided to pre-applicants who meet the required criteria.

c. Applicants must be an individual or family who solely owns and occupies a single-family residential property as their primary residence with no tenants.

d. The applicant must also have owned the damaged home and property at the time Hurricane Ian occurred. Applicants will be required to provide documentation proving ownership of their property (currently, as well as at the time the storm occurred). The following types of ownership will not be accepted: leasehold interest, contracts for sale, quit claim deed, bond for deed, rent to own, or lease to own. Proof of ownership for applicant eligibility to the Program will be accepted as follows:

- Ownership as proven in results of procured Title Report services
  - Tax Records demonstrating ownership for the person(s) and property requesting Program funds;
  - Copy of property deed with copy of mortgage documentation from lender certifying mortgage is in good standing. If no mortgage is held on the property, a copy of lien release/payoff letter from lender will be accepted, or verification from the Office of the Assessor, whichever is applicable.
- Special Circumstances Related to Applicant Ownership may include the following:

- Multiple Individuals on Property Deed. All applicants should complete and sign the Program application.

All should be present at closing and all should sign closing documents; unless one (1) family member is granted Power of Attorney for the others on the deed.

- Incapacity or Infirmity of Applicant. If an applicant is incapacitated due to illness or other infirmity, someone with a legal right to bind that person, as is provided by a Power of Attorney should be eligible to apply for assistance on behalf of the Applicant.
- Death of Homeowner(s). If the homeowner has died since the time of the storm, an heir should have been placed in legal possession of the property to be eligible for assistance in place of the deceased owner and the house is now their primary residence, not secondary home.
- Occupancy. The applicant must have occupied the home and property as their primary residence at the time of Hurricane Ian. For circumstances with multiple individuals on the property deed, at least one person on the deed must have occupied the Property during Hurricane Ian.
- Applicants will be required to provide documentation proving occupancy of their property at the time the storm occurred. If the home is habitable, the applicant must currently reside therein. The following documentation will be accepted in the following order to establish occupancy at the time of Hurricane Ian.
  - Property tax history (such as STAR exemptions)
  - Copy of recovery benefits letter indicating primary residence at time of the storm, i.e., a FEMA Individual Assistance letter
  - Copy of applicant driver's license matching the name and address to be submitted for assistance on the application;
  - Copy of the applicant's insurance policies in place at time of storm covering the home or the contents of the home and stating the home is a primary residence. Customer contact information must match the name and address to be submitted for assistance on the application.
  - Homeowner Insurance/FEMA Claim. Applicants, who had insurance at the time of Hurricane Ian must provide proof of paid homeowner's insurance for the year that included Hurricane Ian, a documented insurance claim, or a FEMA claim to confirm that repairs needed were caused by storm damage as a result of Hurricane Ian.

#### **4. Priorities**

Assistance will be given to applicants that have met all eligibility requirements and fall into one (1) of the groups in the following order:

- PRIORITY ONE (1): Elderly (62 or older), disabled and/or veteran households, who have been determined to be low income (<30% of area median area income)
- PRIORITY TWO (2): Families with children. who have been determined to be low income(<30% of area median income)
- PRIORITY THREE (3): Elderly (62 or older), disabled and/or veteran households, who have been determined to be low to moderate income (<60% of area median area income)
- PRIORITY FOUR (4): Families with children. who have been determined to be low to moderate income (<60% of area median Income)

The submission of an application is not a guarantee of Program assistance. Total awards through the Program cannot exceed the Program budget amount and assistance is limited to the total

budget allocated. Final eligibility and prioritization is determined based on the above prioritization categories, in addition to ranking by project feasibility and case management assessments.

## **5. General Operating Procedures**

### **Pre Application**

Applicants must complete and submit a pre-application which will be reviewed by CEDR to determine if an applicant is qualified for services. (The pre-application can be found in Appendix A of this program guide). Submission of an application does not guarantee services through EHP. Within 30 days, pre-qualified applicants will be notified by CEDR if they qualify for the program and offered an application. The pre-application includes the following questions:

- Name of applicant and co-applicant
- Property address and contact information
- Household income
- Program specific eligibility questions.

### **Application**

If an applicant is pre-qualified for the program, they will receive an application for services from CEDR (Appendix B). Applicants must complete and submit this application, and supporting documentation, that includes but is not limited to the following:

- Copy of FEMA/Insurance/SBA Award or Denial Letter;
- Copy of receipts for storm related (Hurricane Ian damages) (if applicable);
- Copy of Deed or Mortgage, Homestead Exemption at time of Hurricane Ian;
- Proof of income in form of a copy of most recent Federal Income Tax Returns (including all schedules and attachments for all persons in the household ages 18 and over), copies of pay check stubs for the last three consecutive months, and/or copies of supplemental income documents (Social Security/SSI, retirement, disability, unemployment benefits, Aid to Families with Dependent Children);
- Copy of most recent property tax payment;
- Copies of other identification and support documentation, as requested. The information collected will be kept confidential and no documentation will be provided to any person or agency without explicit written permission from the applicant.

### **Applicant Selection and Ranking**

All applications will be reviewed and ranked based on the established priorities set forth in preceding section of this document, "Priority Assistance." The ranking and selection process utilized in determining eligibility will be placed in each individual applicant's file. Applicants whose dwellings are determined to be unsuitable for elevation will be counseled by the program administrative personnel regarding findings and options. Every effort will be made to help those selected for assistance; however, it is recognized herein that the financial limitations of the program and/or applicant (where applicable) will preclude some applicants from receiving assistance under the Program.

## **Inspection**

In order to determine the extent of the elevation required, an initial inspection of the property will be performed. Based on the inspection, if a property does not qualify for assistance under this program, the applicant will be notified in writing with a copy placed in the individual applicant's file.

## **Work Write-Up and Cost Estimate**

Once initial eligibility of the applicant has been determined by CEDR, an itemized work write-up and cost estimate for all elevation, labor and materials necessary to meet the goals of the program will be completed by CEDR's contract manager. The work write-up will include all items needed to assure compliance with local, state and federal codes for the elevation of residential housing. Each item of work shall be identified in the work write-up as being either necessary to meet the building code, or for other purposes that may be eligible.

## **Consultation with the Applicant**

CEDR's contract manager will consult with applicant on the finalized work write-up. As a result of the consultation with the applicant, the final work write-up and cost estimate shall be signed and dated by the applicant prior to bidding in order to document their agreement with the work to be done.

## **Bid Award and Contractor Selection.**

Contracting will be performed on a competitive basis. CEDR will establish procedures to pre-qualify contractors who wish to participate and intend to place bids for the program. Contractors must have prior experience with elevating homes and structures in flood zone areas. In order to participate in the program, each contractor must be appropriately licensed/bonded/insured and maintain a workers compensation insurance policy, as well as meet the minimum requirements applicable to contract work.

The contract manager will review all bids for completeness to determine if they are reasonable and responsible. Bids not completed as required will be subject to rejection and considered non-responsive. All bids shall be certified for sixty (60) days. Any contractor who fails to honor any bid prior to expiration of the certification may be temporarily denied the right to participate in the Program for up to six (6) months on the first occurrence and up to one (1) year on the second. CEDR reserves the right to limit the number of outstanding awards allowed when deemed necessary to meet the goals and objectives of the Program.

## **Final Approval**

Prior to the start of the bidding process, the applicant file that includes the applicant intake form, required documentation, inspections and final work write-up will be reviewed for approval and signed by CEDR.

## **Construction**

Selected contractors unless prohibited by inclement weather, must begin work within seven (7) days after a written "Notice to Proceed" is issued. If the contractor does not commence work within seven (7) days, CEDR may cancel the contract and award the work to the next lowest responsive bidder or request re-bidding of the job. Prior to any work commencing, the contractor shall secure all permits and licenses necessary for the execution of work under the contract. The contractor shall provide a copy of the building permit to the contract manager and display the original in plain view at the worksite. Variations from any work write-up must be documented by a change order authorized by the homeowner and CEDR. Although in some cases change orders are inevitable, they will be the exception for the EHP. The contractor is responsible for submitting written change order proposals to the contract manager and CEDR for approval prior to beginning any additional work. Work not listed in the final work write-up or performed without written authorization from the contract manager and CEDR will be the financial responsibility of the contractor. Adequate documentation to justify change orders along with a detailed cost for each item must be submitted with all change order requests. Any change orders initiated by the contractor will be the financial responsibility of the contractor as well as any liability arising from the change order. The contract manager must certify that all work is completed according to work write-up and the appropriate city/county building inspector must issue a certificate of occupancy and work meets applicable codes before disbursement of final payment. The contractor shall provide a warranty for all work, materials and labor for a period of one (1) year after acceptance of work by the CEDR and the homeowner(s).

## **Time Frame for Completion**

All work shall be satisfactorily completed within one hundred twenty (120) days based on the bid amount and level of elevation construction: If the contractor does not complete the work within the time frame specified in the work contract, a penalty of \$500.00 per day may be withheld from the amount to be paid to the contractor for each day that the work is not completed. It is the responsibility of the contractor, in the event of inclement weather or any other reason beyond the control of the contractor that causes a "no work" day, to contact the contract manager. Only "no work" days reported as required will be considered when determining assessment of penalties. Workday summaries must be provided with each request for progress payment to the contract manager.

## **Progress Payments/Completion of Work**

Issuance of progress payments will be dependent upon favorable interim inspection reports indicating that the work required has been completed in conformance with the work write-up and elevation specifications. In the event that work completed is not in compliance, the contract manager will advise the contractor of appropriate corrective action to be taken. The initial notification shall be verbal and the Contract Manager will document this notification in the case file. This verbal notification will be followed up by a written memo to the contractor if the work is not completed as required by the verbal notification. No payment will be made until the contractor has satisfactorily completed the necessary corrective action.

## **Schedule of Payments**

Contractors will be paid for work satisfactorily completed according to the following schedule:

- CEDR will provide the homeowner and contractor with a detailed milestone payment schedule for all parties to execute prior to the start of the elevation project; and the milestone payment schedule will set construction tasks and progress payment installments with checks to be made payable to the contractors. This will ensure that all work has been performed in accordance with the executed contract. No payment will be made to contractors unless a release of lien is provided.

## **Follow Up Warranty Issue**

Homeowners will contact contractors directly concerning warranty items.

## **Contractor Default**

If any contractor fails to honor any of the terms of the contract, causes any unreasonable delay, allows insurance to cancel, or otherwise does not perform as required, he or she shall be placed in default of the contract and shall also be automatically placed in a “suspended” status. Under such circumstances, a new contractor shall be engaged to complete the remaining work from the existing contract. The contractor and all affected parties shall be notified in writing of this default and corrective action plan to be taken. During the period of “suspension,” the suspended contractor will not be allowed to submit a bid or be awarded any new contracts. Contractors may be recommended for suspension for reasons including, but not limited to, the following:

- Willful violation of the terms and conditions of program participation;
- Willful violation of contract performance relative to specifications and completion dates;
- An established record of failure to perform or of unsatisfactory performance; or,
- Any other reason of such serious compelling nature which affects the contractor’s responsibility and which indicated a lack of business integrity or honesty.

## **Data Management**

CEDR will record and maintain all file records. All eligibility information, inspection notes and contractor complaints will be recorded