



# Emergency Assistance for Owner-Occupied Housing



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## I. OVERVIEW

The City of Plano offers a Housing Rehabilitation Program (Program) funded by the U. S. Department of Housing and Urban Development (HUD). The purpose of this document is to provide a general overview of the Program to help you understand what the City has to offer you and your household.

As an owner and occupant of a house located in Plano, you may be eligible to receive a grant to complete an emergency repair on your home. This assistance is provided for conditions that:

- pose a serious and immediate threat to the health or welfare of your family; and
- occurred recently (generally within two weeks) without warning.

Examples include an inoperable air conditioner or heater, a broken sewer or water supply line, or a broken water heater. These repairs are offered in the form of a grant. The assistance limit is \$10,000 for repairing heating and air conditioning deficiencies and \$5,000 for other eligible repairs. The amount approved is limited to the actual cost of repairs.

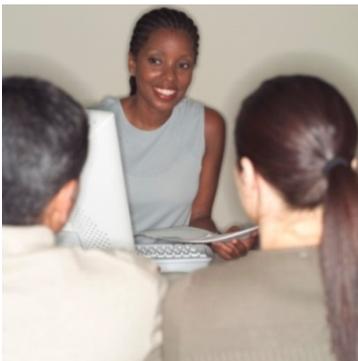
### Step 1. Application & Eligibility

In order to receive Emergency Repair assistance, you must complete an application, eligibility and approval process, which is summarized below.

#### APPLICATION PROCESS

The application process includes:

1. **Screening Calls:** We encourage you to contact a Housing and Community Services Coordinator (Coordinator) by telephone (972-208-8150) prior to submitting an application to gauge eligibility.



2. **Completing the Application Form.** All owners to the home—and persons 18 years and older—must complete the application form and attach the supporting documentation to the application. Only complete application will be accepted. A list of the required documentation is found on the last page of the application form. The application form may be downloaded from the City's housing rehabilitation web page at [www.planorehab.org](http://www.planorehab.org). Incomplete applications and/or applications without the required supporting documentation will not be processed and may result in a loss or denial of assistance.

3. **Scheduling an Application Appointment.** After completing the application, call 972-208-8150 to schedule an appointment with a Coordinator. The purpose of the application interview is to ensure your application form is complete and accurate. At the application appointment, the Coordinator will give you a brief overview of the program requirements.

The application appointment may last up to two hours and is normally scheduled as early as 8:00 am and no later than 3:00 pm. Special accommodations in scheduling may be made if you or a household member has mobility impairments, or severe medical conditions that prevent attendance at the application appointment during the timeframe mentioned above.

### **MINIMUM HOUSEHOLD ELIGIBILITY REQUIREMENTS**

You and all members of your household must meet the following minimum eligibility requirements for consideration:

1. Meet HUD's income limits, adjusted for family size;
2. Owners must be a United States citizen or a legal resident alien; other household members may have temporary legal resident status;
3. Own the residence on the day the application form is signed;
4. Have the title of your home in your name and hold a fee simple title;
5. All qualified retirement plans, other non-retirement accounts and financial assets must not exceed \$100,000;
6. No member of the household will appear on the OFAC Patriot Act, Watch List;
7. Not be delinquent or defaulted on any federally originated or funded loans, including prior housing rehabilitation loans or student loans;
8. Not be delinquent on property taxes, or federal income taxes;
9. Must be current on any mortgage on the property;
10. The household will not be undergoing foreclosure; and
11. Each household is eligible to receive only one (1) Emergency Assistance per 12-month period and no more than two (2) a lifetime;



## MINIMUM PROPERTY ELIGIBILITY CRITERIA

Your property must also meet minimum eligibility criteria to qualify for assistance. The property:

1. Must be located in the City of Plano;
2. Must be occupied as your principal residence;
3. Must exhibit building code deficiencies that make the dwelling unsafe or unsanitary;
4. Must be serviced by or be accessible to City-approved water supply, sanitary sewer and electrical system;
5. Must meet all of the City of Plano's land development codes;
6. Must comply with and meet all HUD environmental requirements (i.e., historical, floodplain, noise, etc.);
7. The property must be covered by an approved homeowner's insurance policy;
8. Must be economically feasible, as determined by program guidelines, for rehabilitation.



**Note: This list is not exhaustive. Other criteria may apply to your specific situation, and property structure and design. Please contact a Coordinator to discuss your situation before submitting an application.**

## Step 2. Underwriting and General Approval Guidelines

### GENERAL APPROVAL GUIDELINES

Approval for receiving assistance includes, but is not limited to the following:

1. Your ability and willingness to provide any information timely that is requested by the City that is necessary for approval. During underwriting, we may determine that additional paperwork may be necessary to ensure compliance with Program policies. Submission will be required as a condition of acceptance of any given assistance;
2. Attendance at all required appointments;



3. Signing all required Program documents;
4. Completion of inspections necessary to determine the condition of the property, the estimated cost of repairs and the economic feasibility of the project;
5. Eligibility of repairs per the Program's Housing Standards;
6. The approved repair budget;
7. The project meeting the Program Policies;
8. Results of HUD's environmental and risk assessment studies (lead-based paint);
9. Availability of funds and compliance with regulatory requirements.
10. Households who have previously received two (2) or more emergency assistance opportunities through the City are not eligible.
11. Households are limited to the lifetime program caps of:
  - (1) \$55,000 of combined housing rehabilitation assistance (i.e. total funding provided for limited repair projects AND/OR emergency assistance); or
  - (2) One reconstruction project
12. Other restrictions apply; please contact a Housing and Community Services Coordinator for details.

Emergency Repair assistance is a grant at no cost to you. Approval normally occurs within one to two days, and repair follows immediately thereafter, provided all of the conditions mentioned immediately above are met.

**DISCLOSURE** – Willful misrepresentation and/or fraud are reasons for automatic denial of assistance. In such an event, we will forward any information to the appropriate authorities for further investigation. The investigation may lead to criminal and/or civil prosecution, fines and/or imprisonment.

## Property Inspection



### **GENERAL CONDITIONS**

After you have received approval, a Housing Rehabilitation Project Coordinator (Estimator) will conduct an inspection of your home. The purpose of the inspection is to:

1. Determine if the deficiencies found in your home are eligible for repair; and

2. Isolate the eligible repairs to generate a work write-up and budget.

Additionally, he/she will perform an environmental study on your home to determine if it will meet the acceptable environmental conditions set forth by HUD. If your home cannot meet HUD's environmental standards, you will be denied assistance.

On the day of inspection, you must ensure that your home is fully accessible to the Estimator, allowing for a full view of the deficient item(s). We may cancel inspection appointments if, on the day and time of inspection, your home is not made ready. You may be disqualified if an initial inspection cannot be completed within 5 days of your approval.

### **ELIGIBLE REPAIRS**

Eligible repairs are those repairs that must be completed in order to meet the Program's Minimum Housing Standards

### **INELIGIBLE REPAIRS**

#### **NOT ALL YOUR DESIRED REPAIRS ARE PROGRAM ELIGIBLE.**

Keep in mind of the following:

1. **Cosmetic Improvements and Remodeling.** We provide neither cosmetic nor remodeling improvements. Cosmetic improvements are defined as higher-than-standard-grade fixtures; items required only for decoration; replacement of flooring, etc. Remodeling is defined as improvements, renovations and redesigning or altering living or work space that is made for aesthetic reasons and/or do not improve the safety and security of the occupants, structural integrity of the unit, and/or meet Program goals and objectives.
2. **Free-standing Appliances.** Free-standing appliances, dishwashers or garbage disposals are not eligible for repair or replacement.



**Storage Sheds.** These may be demolished, but not repaired or replaced.

## **Step 3. Work Write-up & Project Cost Estimate**

1. **Work Write-up.** After the completion of the inspection(s), the Estimator will prepare a detailed report of his/her findings and complete an estimate to determine the cost to repair only eligible deficiencies. The estimate will be utilized in determining the repair budget.



2. **Project Budget.** Approval of the repair budget is subject to:
  - a. **Program Limits.** Limits are \$10,000 for heating and air conditioning equipment deficiencies and \$5,000 for other eligible deficiencies.
  - b. **Homeowner's Insurance.** From time to time, some of the approved work may be eligible for coverage under your homeowner's insurance policy—for example, under-slab leak, roof repairs or replacements, duct work, etc. In such an event, we will work closely with your insurance company in verifying the eligibility and amount of the covered item. The rehabilitation budget will be offset by the difference of the cost to repair and the insurance proceeds.

## Step 5. Contractor Selection



The City has a pre-qualified list of contractors to complete emergency repairs, and executed agreements to ensure fair value for the work completed. A contractor will be assigned by City staff to complete the work on your home. Normally, contractors complete the work within 1-7 days from the day of request, subject to: availability of parts, scheduling, weather and unforeseen circumstances.

## Step 6. What to Expect during Repair

1. Schedules are hard to follow or maintain due to severe weather, unforeseen delays in delivery of material or availability of workers, and inspection hold-ups.
2. Construction breeds dirt and noise. Be prepared for dusty and irritating conditions, removing/storing breakable items near the repair area, and covering household items.
3. Your household routines will be disrupted temporarily.
4. When working with your electrical, plumbing, or heating/cooling systems, you may be without service for a few hours.
5. Your contractor is your first point of contact for questions during repair, as they are more familiar with the program requirements than the laborers. If you are still unclear, City staff is there to assist you.
6. During the repair, be prepared for the unforeseen. We are here to help. You should contact us when unsure or problems arise.
7. It is important that you be satisfied with the work done and believe that you have been treated fairly. While we will make every effort to see that work is completed

according to the work write-up, homeowners' expectations and personal standards can vary significantly from job to job. We also rely on your active and engaged participation in the process. You, therefore, are equally responsible to review the work completed and ensure it is completed to your satisfaction. You should always feel free to contact the contractor or us with concerns while the repair is underway.

### **OWNER/APPLICANT RESPONSIBILITIES DURING CONSTRUCTION**

Your responsibilities during construction also include, but are not limited to:

1. Understanding the scope-of-work, asking questions of the contractor and voicing concerns as early as possible;
2. Effectively communicating with your contractor throughout the emergency repair process, which includes exercising respectful communication when communicating with the contractor, and keeping the work setting free from conditions that would prohibit completion of the work per the work write-up;
3. Abiding by the "Golden Rule";
4. Allowing access to your home at reasonable times and preventing delays in repair;
5. Keeping children and pets away from the construction area;
6. Supplying and paying for reasonable utility usage;
7. Responsible for safeguarding breakable and perishable items, and packing, moving and storing all furniture, equipment and personal items, as necessary;
8. Keeping current on all mortgage payments and insurance premiums;
9. Maintaining the property to meet all applicable City code requirements; and
10. Honoring the Program policies and procedures.



### **CONTRACTOR RESPONSIBILITIES**

Contractor responsibilities during construction include, but are not limited to:

1. Honoring Program policies and procedures;

2. Performing services that meet related industry standards of acceptable practices and workmanship;
3. Making an honest attempt at creating happy, satisfied owners;
4. Addressing problems and concerns in a timely conscientious manner;
5. Abiding by the "Golden Rule";
6. Payment of construction related items;
7. Execution and submission of all documents required by the City prior to payment;
8. Supervising the Work, and having a competent superintendent/project manager at the project site with full authority to act for the contractor;
9. Taking proper means to protect the home and adjacent or adjoining property which might be insured or seriously affected under the construction contract;
10. Maintaining the work area, including storage areas, free from accumulations of waste materials; and
11. Maintaining a healthy, safe work environment.

### **CITY RESPONSIBILITIES**

The City is but one piece of the emergency repair process. Aside from providing financing, our responsibilities under the Program are limited to ensuring:

1. That you and the contractor meet the established Program qualification parameters and comply with Program requirements throughout the life of the project and Program participation;
2. That the project procurement and funding meets Program requirements;
3. Participate in resolving disputes per Program requirements; and
4. Monitoring progress and performance of work by the contractor through periodic on-site inspections until work is completed.



## CONTRACTOR PAYMENT

Invoices are submitted directly to the City after the repairs have passed City inspection.

### Step 7. Project Close-out

After the completion of repairs, it is the contractor's responsibility to provide you with all manufacturers' warranty document specifications for all equipment and appliances replaced in the property.

### Step 8. Warranty Period

1. **One Year Warranty.** The warranty period commences on the day of the project close-out and terminates 12 months after that date.



All mechanical components repaired or replaced, and labor for such repair and replacement are covered by a one (1) year warranty from the completion of the project. The contractor warrants for one (1) year that all materials provided to the owner/applicant will be new unless otherwise approved in advance by the City and that all work will be of good quality, free from faults and defects, and in conformance with the contract documents and recognized industry standards.

2. **Manufacturer's Warranty.** After the expiration of the one (1) year warranty noted above, all heating, air conditioning, water heater, appliances and other mechanical equipment replaced should be covered as specified by their respective manufacturers' warranties. The City is not a part of the manufacturers' warranty.
3. **Warranty Disputes.** In the unlikely event that your contractor refuses to comply with the warranty requirements stipulated in the Program requirements, please follow these steps:
  - a. Notify City staff in writing either by mail, or e-mail. Include a list of disputed items, dates and times you notified the contractor in writing and by telephone, and any contractor response.
  - b. Request City staff inspect the disputed item(s), as appropriate.
  - c. Allow City staff adequate time to review the original work specifications to ensure that the disputed item is eligible under the warranty dispute resolution process.
  - d. Wait for results from the City. City staff will forward their determination to you and the contractor by mail and e-mail, as to the eligibility of the item

and provide a timeframe by which the contractor will complete the repairs, if any, included in the City's determination.

Remember, request for warranty dispute resolution will not be considered if the request is made after the completion of the 12-month period.

## Step 9. OTHER PROGRAM REQUIREMENTS

### **BACKGROUND**

The City of Plano's Program is funded by the U. S. Department of Housing and Urban Development (HUD). The Program is administered by the City's Community Services Division located at the Neighborhood Services Department, 7501 – A Independence Pkwy, Plano, TX 75025.

The goals of the Program are to: preserve existing affordable housing; ensure that eligible properties are safe, secure and sanitary; provide energy efficiency improvements; and enhance and revitalize neighborhoods within the City's boundaries.

The Program is designed to ensure:

1. Funds are targeted to households that are low-, very low- and extremely low-income as defined by HUD;
2. Funds are provided for housing repairs considered essential to income-qualified families' health, safety and welfare and to meet Program goals;
3. The Program's procurement actions are in full compliance with applicable Federal, State, and local laws and regulations;
4. With respect to approval for assistance, compliance with Fair Housing laws; and
5. A prequalified list of available contractors is maintained to complete repairs eligible under three types of assistance—Limited Repair, Emergency Repair and Reconstruction.

### **FAIR HOUSING**

In the administration of the all federally-assisted housing programs, the City will not discriminate on the basis of race, color, religion, sex, age, handicap, familial status, or national origin. Fair Housing information may be found at:



[http://portal.hud.gov/hudportal/HUD?src=/program\\_offices/fair\\_housing\\_equal\\_op/p/FHLaws/yourrights](http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_op/p/FHLaws/yourrights)

The City takes fair housing complaints from citizens and forwards those complaints to HUD. To report fair housing complaints, you may either contact the City at 972-208-8150 for assistance, or file a complaint directly with HUD online at:

<http://www.hud.gov/offices/fheo/nov108online-complaint.cfm>.

### **PROGRAM DISCLOSURES**

Programs funded with federal dollars are subject to many more requirements than outlined in this overview. For additional questions, please contact the City at: Neighborhood Services Department, 7501 Independence Parkway #A, Plano, Texas 75025, or call 972-208-8150.