

CDBG
Standard Housing Assistance Plan
for
DESOTO COUNTY

Revised 07/08/2025

I. INTRODUCTION	4
II. HOUSING REHABILITATION OBJECTIVES AND POLICIES	4
A. Objectives	4
B. Rehabilitation Policies	5
C. Identification of Units	6
D. Removal of Units from Program	7
III. CONFLICT OF INTEREST	7
IV. HOUSING REHABILITATION FINANCING	8
A. Deferred Payment Loans (DPL)	8
B. Scope of Rehabilitation Assistance and Green Standards	9
C. Lead Base Paint	10
V. QUALIFICATIONS	10
A. General	10
B. Household Income	11
VI. STRUCTURAL REQUIREMENTS	12
A. General	12
B. Structural Integrity	13
C. Lead Paint Analysis/Abatement	13
D. Historic Preservation	17
E. Flood Plain Construction	17
F. Cost Feasibility	18
VII. PROCEDURES	18
A. Application and Inspection	18
B. Bidding	19
C. Contracting and Rehabilitation	20
D. Inspections	20
E. Change Orders	20
F. Payment	21
G. Disputes and Contract Termination	23
H. Follow-Up	23
VIII. CLEARANCE/PERMANENT RELOCATION/DEMOLITION RELOCATION	23
A. General	23
B. Clearance	22
C. Permanent Relocation/Demolition Relocation	23
D. Differences	24
IX. CONTRACTOR LISTING	25
A. Recruiting	25
B. Contractor Eligibility	26
C. Disqualification	27
X. RELOCATION/DISPLACEMENT	28
XI. APPEALS/COMPLAINTS	28
XII. PROGRAM INCOME	28
XII. PROPERTY ACQUISITION POLICY	29

A. Voluntary	29
B. Non-Voluntary Acquisition Plan	30
C. Timing/Planning	31

I. INTRODUCTION

This manual is a guide for operating the housing rehabilitation related aspects of the **Desoto County** Community Development Block Grant (CDBG) program. The responsibilities of Desoto County, the homeowner, the construction contractor, and the Housing Rehabilitation Specialist are specifically addressed in this manual. The major focus of this manual is on housing rehabilitation, demolition/clearance and replacement of dwellings. Relocation of households is also covered to a limited extent. The Anti-displacement Policy should be consulted if displacement or permanent relocation becomes necessary.

The goal for the CDBG program is to rehabilitate substandard units located in **Desoto County** and to bring them up to a minimum acceptable living standard. This standard is the HUD Section 8 Minimum Housing Quality Standard and the Florida Building Code. This goal will be achieved through the use of CDBG funds to contract for the required rehabilitation construction. The rehabilitation units to be assisted shall be owner-occupied.

II. HOUSING REHABILITATION OBJECTIVES AND POLICIES

A. Objectives

The objectives of the **Desoto County** Housing Rehabilitation Program are:

1. To encourage the revitalization of low-to-moderate income neighborhoods through a Housing Rehabilitation Deferred Payment Loan (DPL) Program.
2. To remove unhealthy or hazardous conditions in low-to-moderate income households.
3. To use Community Development Block Grant rehabilitation grant funds as a catalyst to encourage residents of low-to-moderate income neighborhoods to improve their community.
4. To preserve existing housing stock, or replacement of substandard housing.
5. To enable low-to-moderate income families to rehabilitate their homes by providing financial and technical assistance to those unable to obtain private financing.
6. To reduce utility costs and to improve the comfort of low-to-moderate income families through weatherization aspects of rehabilitation.

7. To improve the property tax base in low-to-moderate income neighborhoods.
8. To increase employment and training opportunities for local residents and minority persons through the provision of funds for the rehabilitation of homes.
9. To make homes accessible to elderly/handicapped occupants as may be required by code, accessibility requirements and as good judgement may dictate.
10. To minimize impact of program participation on recipients and to limit direct costs encountered because of program participation.

B. Rehabilitation Policies

It is the policy of the **Desoto County** Rehabilitation Program to:

1. Assure that the Program is administered in strict conformance with the community development and rehabilitation rules and all applicable local, state and federal requirements (including equal opportunity, conflict of interest, etc.)
2. Treat all participating property owners, residents, and contractors fairly, with sensitivity and respect for their needs, and in accordance with program rules.
3. Provide all program participants any reasonable assistance necessary to carry out the objectives of the program, bearing in mind:
 - 1) that property owners hold the primary responsibility for maintaining their property and personal finances;
 - 2) that contractors are primarily responsible for the quality of their work and their obligations to suppliers, creditors, subcontractors and employees; and
 - 3) that any assistance provided must be authorized at the proper level.
4. Assure that no member of the Congress of the United States, the Citizen Advisory Task Force, nor the **Desoto County** Commission shall share in proceeds or benefits of CDBG funded rehabilitation work.
5. Allow some flexibility in administering the program in order to meet the program's goals and objectives of rehabilitating each addressed dwelling to attain HUD Section 8 Minimum Housing Quality Standards and the Florida Building Code. The **Desoto County** Commission may waive program rules only when the result will be consistent with established goals and objectives, and applicable federal, state or local regulations.

6. Housing rehabilitation will be the first priority, with housing replacement units being addressed when program funds are available.

C. Identification of Units

Housing Rehabilitation will take place only on units approved by **Desoto County** and in accordance with grant requirements established by the State of Florida. Alternate units may be provided to replace any primary units that may become ineligible. **Desoto County** will solicit applications either from other housing assistance providers that have knowledge of need within **Desoto County**, by placing notices in public areas throughout **Desoto County**, and/or by advertising in publicly circulated publications. **Desoto County** will review applications received using the following selection criteria:

1. Has the recipient previously been furnished assistance and if so, when and under what circumstances? A former recipient cannot be assisted for ten years and should not be served again until all other eligible recipients have received assistance.
2. Number of persons in the family and the family income.
3. Type of construction (i.e., block, manufactured home, wood frame, etc.), state of deterioration of the residence and estimated cost to rehabilitate as compared to 1) average residence cost calculated in the application and 2) the value of the residence after rehabilitation. Assistance for mobile or manufactured housing will be included in the program, unless specifically prohibited by local or state regulations.
4. Location of the residence with reference to defined areas, i.e., floodplain, zoning, incompatible use, etc.
5. Compatibility (consistency) of the proposed residence rehabilitation with the local comprehensive plan and/or land development regulations.
6. Is the recipient current on payments to the local government (i.e., garbage/trash bill, utility bills, taxes, etc.) and mortgage/lien holders?
7. Recipients' willingness to maintain reasonable standard of care and maintenance to protect and enhance the investment by meeting local nuisance, trash, and other environmental or health codes.
8. Does the recipient have clear title to the property?
9. Lead-safe housing rule checklist will be reviewed for unit.

10. Is the structure more than 50 years old? The applicant shall indicate on the application form whether to his/her knowledge the structure is older than 50 years old. If he/she answers yes, or if other evidence suggests the structure is more than 50 years old, **Desoto County** must notify the State Bureau of Historic Preservation and receive written approval for the rehabilitation. Property appraiser, tax records, or other government agencies records will be researched to verify the age of the structure.
11. In addition to the above, the following priority ranking in Appendix A shall be strictly adhered to in the selection of qualifying applicants.
12. This program will not assist in the rehabilitation or replacement of rental housing structures.

D. Approval of Ranking, and Removal of Units from the Program

Advertisement in a local paper will notify homeowners of funding along with place and time applications will be received. DeSoto County Social Services shall review and rank the applications based on the criteria attached as Appendix A. This ranking shall be reviewed and approved by the Citizen Advisory Task Force (if one is active), and their recommendation to the local governing body for their approval. The application process will have a noticed cut off date for the receipt of applications. Applications received after that date shall be considered on a first come, first served basis after the primary list of applicants has been considered. Alternatively, the County may choose to review applicants to and from the SHIP program to identify those that meet CDBG eligibility requirements and may serve them through the CDBG Housing Rehabilitation program.

DeSoto County Social Services may remove a housing unit from the program for a change in household income, approved selection criteria, or for not complying with the minimum qualification procedures. If it is determined that it is necessary to remove an applicant from the program, a certified letter will be sent to the applicant stating the reasons for the removal. The applicant will have the right to appeal the decision as identified in the Citizen Participation Plan.

III. CONFLICT OF INTEREST

Although addressed in other places in this Policy, adherence to rules and regulations on this matter is mandatory. All applicants that may have a business or familial relationship with a member of the **Desoto County** Commission, Citizen Advisory Task Force Committee, DeSoto County Social Services Department, or participating construction contractors must fully disclose this relationship on the Application and definitely before a construction contract is executed. In addition, all beneficiary names must be disclosed at the regular meetings of the **Desoto County** Commission and the Citizen Advisory Task Force (CATF) as selection of beneficiaries occur and these

names must be included in the minutes of both the Board and the CATF meetings. **Desoto County** Commission and CATF members must disclose any relationship with an applicant and must abstain from any vote related to that applicant. As soon as a final ranking of the applications is made, that ranking and any cases of conflict of interest must be made known at a meeting of the **Desoto County** Commission. Before an applicant with a potential or real conflict is given final approval for participation, **Desoto County** must notify Florida Commerce in writing. Prior to any rehabilitation, **Desoto County** must receive written notification of Florida Commerce approval of the application, in accordance with 24 C.F.R. Section 570.489. If this process is not followed the local government and/or the applicant may be liable for returning the funds to the program.

IV. HOUSING REHABILITATION FINANCING

The Housing Rehabilitation Program provides CDBG financing to homeowners in the form of 100% Deferred Payment Loans, the amount of which shall include the accepted bid amount plus a contingency reserve.

A. Deferred Payment Loans (DPL)

Deferred Payment Loans are conditional grants, and are provided to homeowners who are unable or unlikely to obtain conventional financing due to their income limits. The Deferred Payment Loan (DPL) involves a security instrument (lien) requiring repayment of the loan only if the homeowner sells or transfers ownership of the rehabilitated home, ceases to use it as his/her primary residence within five years of the date of the DPL, or fails to maintain reasonable required standards of care and maintenance. During the five-year period, the principal is "forgiven" or subtracted from the principal balance in equal monthly amounts, so that at the end of the fifth year of owner occupancy (by at least one of the recipients if owned jointly), the loan is fully amortized. There is no interest charged during the five years.

In the event that the sole owner dies or both/all owners die within the five-year loan period, repayment of the loan will not be required.

If repayment of a DPL becomes due, the prorated principle balance will be due in full within thirty (30) days of the sale/transfer of ownership or the owner's cessation of primary residence at the property. If the owner is unable to make such payment, the **Desoto County** Commission may, at their discretion, allow repayment of the DPL over a term not to exceed ten (10) years, at a yield of not more than six percent (6%) interest per annum.

Homeowners whose household incomes do not exceed the HUD Section 8 low-to-moderate income limit will receive a Deferred Payment Loan for 100% of the CDBG cost of rehabilitation.

The maximum DPL for an owner-occupied single-family dwelling is \$70,000. The owner-occupied units in a two to four unit dwelling may receive a DPL of up to \$70,000 per unit. The owner/occupant of a multi-family dwelling must finance any required rehabilitation of the remaining unit(s) through private funding.

If rehabilitation costs require more than \$70,000 and the owner is unable to finance the additional cost, the dwelling unit may be disqualified unless alternative funding is available. Grant application scoring indicates an average rehabilitation amount that is to be attained. Very high costs frequently adversely impact other units planned for rehabilitation, therefore the ability to maintain the necessary average must enter into the decision process. If funds exceed the maximum amount and no other funding sources are available to complete the project the amount may be exceeded by a recorded vote by the DeSoto County Commission.

As a general policy, a contingency amount of about 5% should be placed on reserve for change orders. Exceptions may be made to this rule if the owner provides a firm commitment to pay for all required changes exceeding the authorized loan limit, or if the Administrator determines that the situation does not require a contingency fund.

B. Scope of Rehabilitation Assistance

CDBG financing of housing rehabilitation is available for the following purposes:

1. Correcting local housing code (Florida Building Code) and Section 8 standard violations.
2. The following minimum Green Standards will be applied:
 - Any appliances replaced or installed shall be Energy Star
 - Any door and or window replaced or installed shall be Energy Star
 - Any lighting fixture replaced or installed shall be Energy Star
 - At a minimum weatherization shall include attic, and if appropriate, floor insulation as well as sealing all exterior walls. New home construction is presumed to meet the minimum insulation and sealing requirements.
 - Any HVAC unit replaced or installed shall have a SEER rating of at least 14.
3. Provide reasonable repairs and modifications to make the dwelling accessible to handicapped and elderly occupants as necessary and technically feasible.
4. Correcting health and/or safety violations that may be present, including replacement of dilapidated or malfunctioning stoves or refrigerators and interim controls or abatement of lead-based paint hazards.

5. New construction (adding a room or closing in a carport, etc.) is eligible for rehabilitation financing only to eliminate over-crowding or to provide bathroom or laundry hook ups. General property improvements are eligible for program funds when necessary to obtain an accurate level of utility, to decrease high maintenance costs, or the elimination of blight. Examples of eligible general property improvements include installation of cabinets and linen closets, functional changes in room layout, replacement of unapproved or damaged floor covering, and enclosure of a porch for use as a bathroom where the dwelling does not have adequate interior space.
6. Some general property improvements may be provided at the owner's expense. Other additional improvements, above those required to achieve minimum standards, are optional and at owner expense. The cost for any such improvements shall be borne totally by the owner and DeSoto County will not be a part of those property improvements.

C. Lead-based Paint

DeSoto County will comply with all lead based paint requirements imposed by HUD and to direct resources to eliminate lead paint in the housing units as follows:

- Abatement of all lead based hazards identified by testing or risk assessment
- Put interim controls in place to ensure that exterior painted surfaces are not disturbed by rehabilitation, as per HUD's regulations on area size
- Implementation of safe working practices during the rehabilitation work
- The homeowners are fully educated on the hazard of lead base paint and a copy of an EPA approved document regarding lead safety will be provided.

V. QUALIFICATIONS

A. General

Advertisement will be published in local paper requesting applications for a thirty day time frame. In order for a homeowner to be eligible for rehabilitation assistance, the following criteria must be met:

1. Total Household income must not exceed the low-to-moderate limits set for the HUD Section 8 program at the time assistance is provided.
2. The owner must possess and provide clear title to the property, although it may be jointly owned and the property may be mortgaged. Ownership through life estate, heir property or other legal satisfactorily documented

ownership is considered satisfactory for program participation. Providing proof of title is an owner responsibility and expense.

3. The owner must have resided in the dwelling to be rehabilitated at least 12 months prior to submission of the application for rehabilitation and is their principal place of residence.
4. Property tax, mortgage payments and utility bills must be current and ownership must not be jeopardized by any other threat of foreclosure, default or clouded title.
5. The property must be fully insured for flood insurance if the home is in the 100-year flood plain. Flood insurance must remain in effect for the entire period of the Deferred Payment Loan Agreement.
6. All applicants that may have a business or familial relationship with a member of the **Desoto County** Commission, the Citizen Advisory Task Force Committee, DeSoto County Social Services Department, and participating construction contractors must fully disclose this relationship at the time of the application, at the point in time in which the conflict occurs and definitely before a construction contract is executed.
7. Residents and owners of rental property are not eligible to participate in the program.

B. Household Income

The following rules are applicable in determining household income:

1. The gross income of all household members occupying the dwelling is included in calculating household income. However, wages earned by dependent minor children (under 18) are not included in total.
2. Occupants of a dwelling who are not related to or dependent upon the owner(s) are considered as part of the owner's household unless the homeowner can prove that said person pays rent to the homeowner for space; or it is certified that the unrelated/independent person is a short-term occupant.
3. Rent or other household support contributed by non-household occupants of a dwelling is included in household income.
4. The owner's assets, with the exception of the home in which he/she resides and personal property such as an automobile, will be considered in determining eligibility. The actual annual income from the asset will be calculated as part of the total household income. Inclusion of such assets, if any, will be in strict accordance with 24 CFR 813.106 and any current modification thereof.

C. Statistical Information

The following data will be provided for each housing applicant and shall be summarized by **DeSoto County** as part of the administrative close out in order to meet reporting requirements:

1. Address of each housing unit rehabilitated with CDBG funds, the date the construction was completed on the housing unit, and the amount of CDBG funds spent on that housing unit;
2. Whether the household is headed by a female, the number of handicapped persons living in the household, the number of elderly persons living in the household, and the income status (VLI, Low or Moderate) of the household;
3. The number of occupants in the household, categorized by sex; and
4. The racial demographics of the household, by number (white, black, Hispanic, Asian/Pacific Islander or American Indian/Alaskan Native).

VI. STRUCTURAL REQUIREMENTS

A. General

In addition to owner eligibility requirements for participation in the Housing Rehabilitation Program, the dwelling must be:

1. below Section 8 Minimum Housing Quality Standards; and
2. feasible for rehabilitation. In order for a house to be considered feasible for rehabilitation, proposed construction must:
 - a) correct all violations of the local housing code and Section 8 standards;
 - b) Eliminate lead-based paint hazards (Lead-based paint will not be used in the rehabilitation of any structures that will be assisted by the program. The occupants of all housing units constructed prior to 1978, the year the use of lead-based paint was no longer allowed, will be notified of the hazards of the lead-based paint, the symptoms and treatment of lead poisoning, how to avoid poisoning, lead level screening requirements and appropriated abatement procedures);
 - b) meet applicable local zoning requirements, as well as local, state and federal housing code requirements for rehabilitation work;
 - c) leave at least 20 % of the original structure based upon the formula provided in this chapter;

- d) not exceed the program costs noted in this chapter; and
- e) be made reasonably accessible to handicapped/elderly occupants, when the unit is occupied by such.

B. Structural Integrity

Rehabilitation requires that at least 20% of the original structure remain after construction, based upon the following formula. Three (3) major components of the house are considered, with each component weighted to total 100% of the structural value of the house. These components and ratios are: roof - 20%, exterior walls - 60%, and flooring system - 20%.

As an illustration, if 50% of the roof must be replaced, 50% of the walls must be replaced and 25 % of the flooring system (including framing) must be replaced. The factors are then ratioed based on the 20/60/20 formula, so that 50% replacement of the roof is equal to replacing 10% of the structure, 50% replacement of the exterior walls equals 30% replacement of the structure, and 25 % replacement of the flooring system equals 5 % replacement of the structure. Thus, replacement equals 10%, plus 30%, plus 5%, or a total of 45% of the structure. This leaves 55 % of the original structure, indicating that the structure is feasible for rehabilitation.

This calculation will be performed by the Housing Rehabilitation Specialist and or County Building Official. Should significant deterioration occur between application and time the unit is scheduled for rehabilitation, the unit will be re-evaluated for continued eligibility and a decision made by the Housing Rehabilitation Specialist whether to replace it with an alternate unit or to request a change in type of rehabilitation (demolition, permanent relocation, etc.) in accordance with current Florida Commerce contract requirements.

C. Lead Paint Analysis/Abatement

Analysis

For properties constructed prior to 1978, any homeowner, resident or tenant remaining in, being relocated from, or located to any housing unit that is to be rehabilitated or that has been rehabilitated, in whole or in part, with CDBG funds, shall be advised:

- The property may contain lead-based paint;
- The hazards of lead-based paint;
- The symptoms and treatment of lead poisoning;
- The precautions to be taken to avoid lead-based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
- The need for and the availability of blood lead level screening for children under seven years of age; and
- Appropriate abatement procedures may be undertaken if lead-based paint is found on the property.

Abatement

Proper abatement includes the following steps:

- Proper training of all workers involved in the abatement.
- Protecting those workers whenever they are in the abatement area
- Containing lead-bearing dust and debris.
- Replacing, encapsulating or removing lead-based paint.
- Cleaning the abatement area thoroughly.
- Disposing of abatement debris properly.
- Inspecting to make certain the property is ready for re-occupancy.

Abatement should never be attempted by untrained property owners or contractors. The property owner's responsibility is not met until all the above steps have been completed.

PREPARATION: Just prior to abatement, all personal belongings, movable furniture, and drapes should be removed from the abatement area. In homes with deteriorated lead-based paint, furniture may be highly contaminated with lead dust. It is recommended that badly soiled carpets and drapes be discarded because of the difficulty of removing lead from them. Furniture should be cleaned before it is returned to the abated dwelling or it should be replaced. Wood, metal, glass and plastic surfaces should be washed with a high phosphate detergent. If possible, all upholstered furniture, carpets, drapes, and bare surfaces should be vacuumed with a High Efficiency Particle Accumulator (HEPA).

PRECAUTIONS: Residents and their belongings should remain out of their homes during abatement. Under no circumstances should children and pregnant women be allowed to enter the dwelling unit during the abatement process because abatement can generate large quantities of hazardous lead dust.

TRAINING: All workers involved in a lead abatement project should be properly trained in the following: health effects of lead; proper procedures for worker protection, including procedures for personal hygiene and for wearing and caring for respirators; containment of an abatement project; various methods for abating lead-based paint and the safety and environmental hazards involved with each; and procedures for transporting and disposing of abatement debris properly.

WORKER PROTECTION: All workers on a lead abatement project and their families must be protected from the hazardous lead dust that will be generated. The minimum acceptable protection would be coveralls (preferably disposable); shoe coverings; hair covering; gloves; goggles; and a properly fitted, negative-pressure, half-mask respirator with a HEPA filter. Other, more protective respirators may be needed to protect from hazards such as organic vapors. If the abatement methods used would generate significant quantities of lead dust or organic vapors, workers must wear more protective respirators, such as supplied air respirators.

The potential hazard to workers of lead dust **INGESTION** is as significant, if not more

significant, than inhalation. Workers must not eat, drink, or smoke on the job; and hands and face must be washed before breaks and at the end of the day. On-site showers should, if possible, be provided. If on-site showers are not available, workers must shower and wash their hair immediately upon returning home. They must be careful not to carry hazardous levels of lead dust home on their bodies, shoes, or clothing.

Therefore, work clothes should not be worn home; either workers should wear protective work clothes instead of street clothes at the worksite or they should wear protective garments over their street clothes. Work clothes should be disposed of or laundered by the employer to prevent the contamination of automobiles, homes, etc. with dust; lead-contaminated clothing should be handled with care and should not be laundered with other clothing of the worker or his family.

Note: The chapter in the HUD guidelines on worker protection was revised and published separately in the Federal Register on September 28, 1990 (5SFR39873).

CONTAINMENT: The work area should be contained with plastic (6 mil) to protect other living areas, yards, heating and ventilation systems, etc. from contamination. All non-movable furnishings, such as counters, cabinets, and radiators should be covered with plastic. All floors should also be covered with plastic to prevent lead dust from being deposited in cracks and crevices and from being ground into the surface during the abatement.

ABATEMENT: Abatement methods fall into three categories: replacement, encapsulation or enclosure, and paint removal. These

categories are discussed in more detail as follows:

REPLACEMENT: Removing the building component (such as a window, door, or baseboard) and replacing it with a new one.

ENCAPSULATION: Covering a lead-painted surface with a material that will effectively prevent access to the lead-based paint and that will also prevent lead-bearing dust from that surface from entering the living environment.

PAINT REMOVAL: Stripping paint by heat, chemical, or mechanical means. This can be done either on-site or at the premises of a chemical stripping firm.

Certain methods of removing lead-based paint may be particularly hazardous to both the worker and the building occupants and may be banned in some areas. They are:

- Removing paint with an open-flame torch or other heating device that operates at temperatures likely to volatilize lead (the melting point of lead is 621 degrees Fahrenheit).
- Machine sanding surfaces containing lead-based paint.
- Sand blasting lead-based paint, except when the equipment is fitted with a vacuum device that prevents the dispersal of the debris.
- Uncontained hydro-blasting.

Using chemical strippers containing methylene chloride: Methylene chloride is extremely toxic and protecting workers from exposure to this chemical is difficult.

If possible, all surfaces painted with lead-based paint should be abated by replacement, encapsulation, or paint removal. Ordinary paint is never an appropriate encapsulant; it is only part of a temporary maintenance procedure. Encapsulation materials should be durable and, where possible, affixed with both fasteners and adhesive. Paint-like coatings should be used with caution. Only coatings and adhesives that are proven to be safe and effective should be used. Any material that will eventually chip, peel, or flake upon aging or from water damage is not appropriate.

Paint removal is potentially the most hazardous abatement method because considerable amounts of lead dust and lead residue are generated. Paint removal from porous surfaces, such as wood or concrete, ALWAYS leaves significant amounts of lead residue. This residue may not be visible and removing it requires extremely vigorous cleaning procedures (alternating washing with a high phosphate detergent and HEPA vacuuming (see below). Painting over this residue can lead to lead dust problems when this paint begins to deteriorate or when it is abraded. Of particular concern are friction surfaces, such as window and door jams.

Workers using any method that generates large volumes of dust or fumes should use caution. Such methods increase the difficulty of worker protection and the likelihood that hazardous levels of lead-bearing dust will remain in the dwelling unit or be deposited in the soil surrounding the home. Demolishing older structures with lead-based paint likewise can result in deposition of lead-bearing dust into the soil or on neighboring property, and dust suppression techniques should be used.

CLEAN-UP: All lead abatement activity is likely to generate quantities of hazardous lead dust. Unless this dust is properly cleaned, the dwelling unit will be more hazardous after abatement than it was before. This dust is difficult to remove. Daily clean-up, consisting of misting debris with water, carefully sweeping it, and placing it in double 4-mil or 6-mil plastic bags, is necessary to minimize the risk to workers of accumulated lead dust. After abatement and before repainting, all surfaces in the dwelling must be thoroughly vacuumed with a HEPA vacuum; wet washed, preferably with a high phosphate detergent such as trisodium phosphate; and then vacuumed again. The property should be visually inspected before being repainted. The inspector should ascertain that all surfaces covered with lead-based paint have been abated and that no visible dust or debris remains on site.

Several states have adopted a post-abatement dust standard which has been included in the HUD Guidelines. This standard was set mainly on the basis of practicality rather than a health or risk assessment, and further research is needed on the adequacy and appropriateness of that standard. The standard allows the following maximum levels of lead in dust:

Floors	40 ug per square foot
Window Sills	250 ug per square foot

Window Wells 400 ug per square foot

Inspectors and persons collecting dust samples and laboratories measuring dust lead levels should be thoroughly familiar with the recommended sampling and analysis protocols for dust in the HUD Guidelines.

After the inspection, abated surfaces should be repainted, if appropriate. Wooden floors should receive a coat of deck enamel or urethane, concrete floors should be sealed with deck enamel, and linoleum or tile floors should be waxed. Sealing the floors will bind any remaining dust particles and enable the occupants to clean those surfaces easily.

DISPOSAL: Certain wastes from a lead-based paint abatement project, either liquid or solid, may be classified as hazardous. If so, they will have to be treated as such and handled by a licensed transporter or treatment firm. In any case, all debris from an abatement project, whether classified as hazardous or not, must be contained and transported in such a way as to prevent the dispersal of lead bearing dust, chips, or liquid into the environment. Lead debris should never be sent to a solid waste incinerator, a disposal method that disperses lead into the air.

D. Historic Preservation

The local government has an obligation to determine the age of the structure in order to ensure compliance with historic preservation requirements. The age of the structure shall be ascertained by reviewing documentation submitted by the applicant. The applicant is required to identify on the application the age of the structure. If the applicant does not know the specific age of the structure, the local government shall utilize other sources of information, including deeds, mortgages and tax records. If a structure is determined to be more than 50 years of age, it shall be deemed potential historic. The structure must be reviewed by the Florida Department of the State, Division of Historic Preservation for compliance with State and federal regulations. The local government is responsible for submitting required documentation to the State as determined by the Division of Historic Preservation. If the structure is determined to be historic, the local government must comply with preservation requirements identified by the State. If the cost of the preservation and code violations exceeds the cost limits, the local government can reject the application or require the applicant to assist with costs.

E. Flood Plain Construction

Application for repair or replacement of structures located within federally defined 100- year flood plain are subject to specific restrictions. An analysis, conducted by the Housing Rehabilitation Specialist, of repair requirements and project cost must be completed in order to determine whether a structure can be addressed. The local government is subject to complying with repair requirements established for housing units within the 100-year flood plain. These requirements can include elevation of the structure. If the cost of the flood plain construction exceeds the construction cost limits,

the local government can reject the application or require the applicant to assist with the costs.

F. Cost Feasibility

As an additional means of guarding against program penalties for substantial reconstruction of a dwelling, the following cost limits are applicable to all rehabilitation areas. These limits are above the allowable CDBG financing limits, and assume requirements for owner contributions or leveraging. The limits may be exceeded for rehabilitation costs when alternative funds are available for leveraging, but must be specifically approved by the **Desoto County** Commission as exceeding the described limits.

\$70,000 per single family detached house

In addition, the cost of rehabilitation and improvements may not exceed the after-rehabilitation value of the dwelling. In the absence of conflicting information, the mobile home CDBG cost limits shall be assumed to meet this requirement. For site-built dwellings, the total cost of CDBG rehabilitation (plus other improvements, if any) may not exceed \$65 per square foot of dwelling space, excluding septic tank, well, or water/sewer hook-ups, which is less than the cost of new construction and will be assumed to meet the cost/value limit.

VII. PROCEDURES

A. Application and Inspection

Each property owner who applies for rehabilitation assistance is initially screened to determine whether he/she is eligible for a 100% Deferred Payment Loan. A preliminary inspection is then conducted to determine feasibility of rehabilitation.

If either the owner or the structure does not meet eligibility requirements for program participation, staff will reject the application. A written rejection notification will be sent to the owner via certified mail and the local government designated representative within ten (10) days stating the reason for rejection.

If both the owner and the house appear to be eligible for program participation, the application/verification process continues. A work write-up with cost estimate is developed by the Construction Manager and or Building Official and approved by the property owner. The cost estimate for the job is considered confidential information until bid opening.

If special financing arrangements (such as the owner covering excessive costs or general property improvements) are required or anticipated, arrangements must be made prior to bidding to prevent soliciting bids on a case that cannot be financed. When the case receives preliminary approvals, bids are solicited for the job.

B. Bidding

Bidding of potential cases is conducted by DeSoto Social Services Department. Owners review the pre-approved list of eligible contractors before their cases are sent out for bids. Owners have the right to remove any contractor(s) from the list of prospective bidders for their case, as long as at least three (3) eligible contractors are allowed to bid. The owner must be willing to justify the removal of contractor(s) from the bidding list. Owners may also request additional contractors as bidders. If these owner-requested contractors submit the contractor application and are approved by the designated representative and are otherwise eligible, they may be added to the bidders list and bid on the case. The program administrator makes maximum effort to ensure participation by minority contractors.

No housing unit owner, or occupant, or employee or immediate relative of the same, either personally or corporately, shall serve as a contractor or sub-contractor to be paid with CDBG funds for the rehabilitation of said building, nor shall they be paid for their own labor with CDBG funds for the rehabilitation of said building.

A notice is sent to each eligible bidder to inform them of the job. Bidding notices will be posted at primary governmental buildings to the maximum practical extent. Newspaper advertising for individual jobs is not performed, as contractors must be pre-qualified. Only contractors licensed by the State of Florida, Department of Business and Professional Regulation will be allowed to bid on CDBG jobs.

Each contractor must attend a pre-bid conference held at the house to be rehabilitated. Failure to do so will result in automatic rejection of his/her bid(s) for the house(s).

Sealed bids will be opened at a public bid opening. DeSoto County Social Services will generally recommend that the contract be awarded to the lowest responsible bidder within plus or minus fifteen percent (15 %) of the cost estimate. **Desoto County** and owner reserve the right to reject any and all bids and to award in the best interest of the owner and **Desoto County**. The owner must approve the bid award prior to signing contracts.

Each contractor must satisfactorily complete one job through the Housing Rehabilitation Program before receiving any additional contracts. No contractor will be allowed to have more than two (2) jobs under construction at one time without consent of the local government designated representative unless:

- 1) the anticipated date of commencement is after the scheduled, and estimated, date of completion of current jobs; or
- 2) the contractor has demonstrated, through past performance, his/her ability to satisfactorily complete multiple contracts in a timely manner thereby causing no impact on project and program completions.

This rule may be waived by the **Desoto County** Commission if it is determined that there is an inadequate pool of qualified bidders, if the other bids are excessive, or if other extenuating circumstances arise.

C. Contracting and Rehabilitation

The program administrator has authority to approve the recipient eligibility, program, contract amount and contractor.

The rehabilitation contract is executed between the homeowner and the contractor when the rehabilitation DPL is closed, with the three (3) day rescission period running simultaneously for both legal agreements. Rehabilitation Agreements (for DPL's) are executed by the designated representative authorized to act on behalf of the **Desoto County** Commission.

The DPL and the Notice of Commencement are recorded immediately. The filing of the Notice of Commencement shall be the responsibility of the Contractor.

The Notice to Proceed is issued to the contractor as soon as possible after the rescission period elapses. The contract time of performance (generally 90 - 120 days) begins with issuance of the Notice to Proceed.

D. Inspections

Periodic inspections of the rehabilitation construction are performed by Desoto County Building department and the Housing Rehabilitation Specialist throughout the contract period. These inspections are conducted to assure compliance with the contract standards for workmanship and materials, to detect any unauthorized deviations and to identify necessary changes to the contract work in its early stages.

Inspection and approval of completed work must be conducted by DeSoto County prior to the contractor's receiving partial or final payment. The owner's acceptance of the work is also required before payment is received.

E. Change Orders

Any additions to, deletions from, or changes in the rehabilitation contract work, time, or price must be approved in a written change order before the additional work is started. The change order is executed by the owner and contractor and is approved by DeSoto County Social Services. Change orders may be issued to correct code deficiencies or to obtain any other desired change in the work. CDBG funds can only be for change orders that correct code violations as documented by the local building official, a bonafide code violation report, or to meet Section 8 housing quality standards found after construction begins. Other changes will be at the owner's expense. The County Administrator can approve emergency change orders up to the max award, any change orders that exceed the max award amount shall require approval by the Board of County Commissioners.

F. Payment

Contracts of \$10,000 or less will not be paid until the contractor has completed the job. Contracts in excess of \$10,000 allow a partial payment upon satisfactory completion of 20% of the work, with a retainage of 20% of the completed contract amount. Completion of 61% - 90% of the work allows a partial payment less a retainage of 20% of the full contract amount. Depending on extenuating circumstances and contract balance, a second partial payment may be authorized at the recommendation of the Contract, designated representative and the Administrator.

Approval of a partial payment requires:

1. a determination by the program administrator and program construction manager that the claimed percentage of completion of the work has been satisfactorily completed. Payment will be issued for the amount claimed less retainage depending on the physical progress as long as the contract funds remaining are sufficient to complete the work in the event of default by the contractor;
2. approval of the work by the owner; and
3. an affidavit from the contractor stating that either:
 - (a) there are no claims for unpaid goods and/or services connected with the job and all laborers, suppliers and subcontractors have received just compensation for their goods and services up to the date of the request (as evidenced by full or partial waiver of lien from subcontractors); or
 - (b) a list of all unpaid parties and the amounts owed to each has been submitted with the request.

The final payment approval requires:

1. acceptance of all work by the property owner, the program administrator and program construction manager;

2. submission of all manufacturers' and other warranties (i.e., appliances, roofing, extermination, contractor's warranty covering the entire job for one year, etc.);
3. waivers of liens from all subcontractors, all parties who were not paid when the contractor received partial payment, and from any other party supplying notice;
4. a certificate of occupancy or final approval from the Building Inspector to show compliance of the rehabilitation work with the locally adopted building (and other applicable) code requirements;
5. completion of all punch list items; and
6. an affidavit from the contractor stating that all work identified in the work write-up and in subsequent change orders has been completed; all bills have been paid; and there are no claims for subcontracted jobs or materials.

If the owner refuses to authorize payment due to a dispute with the contractor, the Program Administrator may recommend disbursement without the owner's approval if the claim is shown to be without merit or inconsistent with policies and the goal of the program. Such disbursement shall be issued only after the Program Administrator has reviewed the facts and circumstances involved in the dispute and has determined that the owner's refusal to issue payment is without just cause. Sufficient documentation to this effect shall be placed in the case file.

Liquidate damages assessed against the contractor for failure to timely complete a housing unit, in the amount of \$50 a day for each day past the completion date, shall be deducted from the contract price.

Documentation of completion of construction will be ensured that each housing unit case file shall contain the following information:

1. A statement from the contractor that all items on the initial work write-up as modified through change orders have been completed
2. An acknowledgment that the housing unit meets the applicable local code and Section 8 Housing Quality Standards, signed and dated by the local building inspector of the local government's housing rehabilitation specialist;
3. A signed statement by the housing unit owner, or his or her representative, that the work has been completed based on the work write-up and change orders. Should all requirements be fulfilled and the homeowner or their representative refuse to acknowledge completion of the work, the housing

unit case file shall be documented with a statement detailing the stated reason for said refusal;

4. This documentation shall be completed prior to the submission of the administrative closeout package and shall accompany the administrative closeout package when submitted to Florida Commerce.

G. Disputes and Contract Termination

Disputes, the owner's right to stop work, and termination of the contract by the owner or contractor shall be as authorized in the Contract for Rehabilitation.

H. Follow-Up

After completion of the contract, it is the owner's responsibility to notify the contractor **in writing** of any defect in the work or material. The owner is also requested to notify the Program Administrator of any complaints to the contractor so assistance in follow-up can be provided. If the contractor does not respond to the owner's written complaint within a reasonable time frame and in a satisfactory manner, the Administrator will verify the complaint. If the Program Administrator judges the complaint to be valid, he/she will send written request for warranty service to the contractor and a copy to the designated representative. The contractor will then take action as monitored by the owner and the Program Administrator. Upon receiving notice from the owner that the complaint has been satisfied, the program construction manager will inspect the work and make such note in the case file. Failure to resolve complaints shall be justification for removing a contractor from participation with the program.

VIII. CLEARANCE/PERMANENT RELOCATION/DEMOLITION RELOCATION

A. General

Permanent Relocation and/or Demolition Relocation are synonymous terms used in the rehabilitation program when a home is unsound and not suitable for rehabilitation based on the structural integrity criteria. Homeowner eligibility requirements are the same as for rehabilitation. Further policies are included in the local Anti-displacement and Relocation Policy.

B. Clearance

Requirements are identified by the program construction manager and are included in the replacement unit bid package. In this way, the same contractor is

responsible for site cleanup and preparation as for provision of the replacement unit. Disposal of debris and associated activities are also included if this method is utilized. When demolition or clearance is conducted separately, bid packages are prepared with procedures following those identified for rehabilitation in this manual.

C. Permanent Relocation/Demolition Relocation

This activity involves replacement of an eligible owner occupied unit that is beyond economic repair. The **program administrator** will determine on a case-by-case basis whether to utilize a slab “site built” replacement unit, a prefabricated unit, or a modular home. Decision items will include budget, zoning, replacement requirements, cost estimates, and a number of other items that may vary case-by-case.

Once the decision is made, the program construction manager prepares bid specifications and plans (if necessary) based on owner input from review of available plans. Bidding contracting and inspections then proceed as in the rehabilitation process.

D. Differences

1. A major difference in this type of rehabilitation assistance is that the DPL issued is not for the full value of the replacement unit. The value of the DPL is based on a calculation that takes the difference between the assessed value of the original unit (real property not included) and the actual cost of the new unit (without real property). The difference is the value of the DPL. This is because the dilapidated unit that was demolished belonged to the owner and is being replaced on a one-for-one basis. Ownership of the replacement unit is vested directly to the owner with no interest on the part of the local government (except for the DPL). Generally, the local government will accept interim ownership of mobile homes to save program costs (taxes) with transfer to the owner as soon as possible.

2. No partial payment is provided for modular replacement units, as the time frame to complete the transaction is relatively brief. The contractor is paid in full upon satisfactory completion of work and providing of warranties. Partial payments are utilized for site built homes along the same lines as for rehabilitation work.

3. Program disbursements are made from the local CDBG operating account. As a result, attention must be paid to the ordering and receipt of funds, to ensure that disbursements are made in a timely manner and that the federal three-day rule is not violated.

In the case of replacement of existing mobile/manufactured homes, the limit will be based upon the acceptable bid price of a replacement home of comparable size. If the existing home is inadequately sized, the replacement home will be sized to include the appropriate bedrooms needed to meet Section 8 and/or local housing code requirements for occupancy. In no case will the total assistance be greater than those limits listed above.

Necessary site improvements, including water supply, sewage disposal, and clearance, will also be provided along with the actual dwelling replacement.

If existing regulations do not allow a mobile/manufactured home to be replaced with a like dwelling, a site built home may be provided with CDBG funds if approved by the local government, and funds are available. Homeowners may also choose to pay the difference between the CDBG allowable funds for a mobile/manufactured home and the price of a site built home, using non-CDBG funds that would be required to be deposited into the operating account prior to contracting for CDBG financed construction.

Budgetary and scoring constraints, as well as priorities for assisting other households, may dictate that some homeowners will be offered less than the maximum amounts shown hereto, even if their demolition and replacement housing costs are above the offered amount. In these cases, homeowners must provide non-CDBG funds from other sources, or they may decline the offer and withdraw from the program. If the offer is declined, no CDBG funded demolition will occur.

IX. CONTRACTOR LISTING

The program administrator will establish and maintain a current listing of eligible contractors for bidding on all phases of the program. Only those contractors who are licensed by the State of Florida, Department of Business and Professional Regulation and are so listed will be considered for work on this program. Establishment of this list will include maximum effort to utilize local and minority contractors.

A. Recruiting

Contractors residing or maintaining offices in the local area will be recruited through public notice to all such contractors, as part of the local government's compliance with Federal Section 3 requirements. This special effort will be based upon the list of contractors licensed in the jurisdiction including residential, building and general contractors. Letters sent to contractors, or advertisements placed soliciting them, will be placed in the appropriate program file.

The contractor listing will include all local contractors who apply and are determined eligible based upon program qualification standards.

If the pool of local contractors is inadequate to provide a sufficient pool of contractors willing and qualified to perform the rehabilitation work at prices that are considered reasonable and comparable to the prepared estimate, other contractors will be solicited. Maintenance of a pool of competitive, qualified, and capable contractors is essential to program completion.

B. Contractor Eligibility

In order to participate in the Housing Rehabilitation Program, a contractor must be certified as eligible by the Administrator of Housing Rehabilitation and licensed by the State of Florida, Department of Business and Professional Regulation.

Basic contractor qualifications include:

1. Current license(s) with the State of Florida, Department of Business and Professional Regulation;
2. A satisfactory record regarding complaints filed against the contractor at the state, federal or local level;
3. Insurance: \$100,000/\$300,000 coverage for contractor's public liability (including accidental death and bodily injury), or \$300,000 comprehensive coverage and \$100,000 coverage of property damage (in addition to bodily injury), with a certificate of insurance from the insurer guaranteeing ten (10) day notice to the Housing Rehabilitation Program before discontinuing coverage. Workman's Compensation, as applicable, is also required;
4. A satisfactory credit record, including:
 - (a) references from two (2) suppliers who have done business with the contractor involving credit purchases; and
 - (b) references from three (3) subcontractors who have subcontracted with the contractor; and
 - (c) the ability to finance rehabilitation contract work so all bills are paid before requesting final payment;
5. Satisfactory references from at least three (3) parties for whom the contractor has done construction;

6. Absence from any list of debarred contractors issued by the Federal or State DOL, HUD or DEO;

The program administrator will assure that current and past performance of the contractor are satisfactory based upon readily available information, and reserves the right to check any reliable source in establishing such determination.

The program administrator will explain the contractor's obligations under Federal Equal Opportunity regulations and other contractual obligations at the pre-bid conference. Program procedures, such as bidding and payment are also explained to the contractor.

C. Disqualification

Contractors may be prohibited or removed from program participation for:

1. poor workmanship, or use of inferior materials;
2. evidence of bidding irregularities such as low balling, bid rigging, collusion, kickbacks, and any other unethical practice;
3. failure to abide by the work write-up, failure to complete work write-up (and bid) accomplishments, and any attempts to avoid specific tasks in attempts to reduce costs;
4. failure to pay creditors, suppliers, laborers or subcontractors promptly and completely;
5. disregarding contractual obligations or program procedures;
6. loss of license(s), insurance or bonding;
7. lack of reasonable cooperation with owners, rehabilitation staff or the others involved in the work;
8. abandonment of a job;
9. failure to complete work in a timely manner;
10. inability or failure to direct the work in a competent and independent manner;
11. failure to honor warranties;

12. ineligibility to enter into federally or state assisted contracts as determined by the U.S. Secretary of Labor, HUD or DEO;
13. other just cause that would expose the Program or owner to unacceptable risk;
14. at the contractor's request.

X. RELOCATION/DISPLACEMENT

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 does not apply to displacement under the **Desoto County** Community Development Program; since **Desoto County** does not acquire the vacated (demolished or rehabilitated) property and residents participate voluntarily. Therefore, relocation services will be provided in the **Desoto County** Anti-Displacement and Relocation Policy that covers situations in great detail.

Household/property owners previously approved for proposed housing assistance may voluntarily withdraw their application for assistance, which must be confirmed in writing. If the Administrator determines the applicant to be ineligible for assistance, the Administrator shall send written notification to the applicant, stating that the application has been rejected and the reason for the rejection.

XI. APPEALS/COMPLAINTS

The Program Administrator is authorized by **Desoto County** to make all determinations of eligibility for assistance and level of assistance, scheduling of rehabilitation, demolition and relocation, and contract management. Citizens and/or contractors should issue complaints to the Program Administrator. For a complaint to be considered valid, it must be issued in writing within a period of 30 days of its occurrence. Responses also should be issued in writing.

If the complainant is not satisfied with the Program Administrator's response, the issue must be presented in writing to the **Desoto County** Citizen Advisory Task Force (CATF). If the complaint cannot be resolved by the CATF, the **Desoto County** Administrator will review the complaint and if after that the complaint cannot be resolved the **Desoto County** Commission will review the grievance and make a decision based upon program regulation, local policies, and availability of funds. Further appeals, if necessary, must be addressed to the Florida Commerce.

XII. PROGRAM INCOME

No program income is planned to result from this program. Deferred Payment Loans will be monitored by the program administrator during the CDBG period of agreement. After the expiration of the agreement between **Desoto County** and the State, the monitoring will be performed by the designated representative.

If repayment of a DPL or program income is received during the CDBG agreement period, it will be used for additional rehabilitation as authorized by the Florida Commerce. Program income or DPL payment received subsequent to closeout will be returned to the Florida Commerce unless the state's program income regulations are changed.

XIII. PROPERTY ACQUISITION POLICY

A. Voluntary

Desoto County may purchase property with Community Development Block Grant funds for use in the Community Development Program. While most property acquisition must follow the procedures outlined in the Uniform Relocation and Real Property Acquisition Act, residential property to be used for relocation purposes shall be purchased on a voluntary basis.

The County shall determine the property features needed and the budget available for the purchase defined in the contract agreement. A request for proposals will then be published in a local newspaper. The request will state the specifications and budget, and indicate that the purchase is voluntary.

No displacement of renters may occur as a result of the program. Owners will not receive any relocation assistance so owner-occupants must waive the Uniform Act Rights.

A voluntary acquisition occurs when real property is acquired from an owner who has submitted a proposal to the recipient for purchase of their property in response to a public invitation or solicitation of offers. The **Desoto County** Commission is committed to this mode of acquisition to the maximum practicable extent.

Voluntary acquisition shall be permitted only if the property being acquired is not site specific and at least two properties in the community meet the criteria established by the local government for usage, location and/or interest to be acquired. The **Desoto County** Commission prior to publication of a public notice or attendance of any local government representative at a property auction must approve all voluntary acquisitions in principle.

A public notice must be published inviting offers from property owners. This notice must:

1. accurately describe the type, size and approximate location of the property it wishes to acquire;
2. describe the purpose of the purchase;
3. specify all terms and conditions of sale, including maximum price;
4. indicate whether or not an owner-occupant must waive relocation benefits as a condition of sale;
5. announce a time and place for offers to be accepted; and
6. announce that local powers of condemnation shall not be invoked to acquire any property offered for which a mutually agreed to sale price cannot be reached.

Property may also be acquired at auction. The Uniform Relocation Act does not apply to voluntary acquisitions.

In each voluntary acquisition, a public solicitation shall occur. Offers shall be sealed and opened at the same time, in the same place, by a responsible official. Records of offers shall be kept. Appraisals are not required for purchases less than \$2,500 if a mutually agreed to sales price can be reached. Clear title must be present in every transaction. The **Desoto County** Commission must decide at the time of approving the acquisition whether or not appraisals and review appraisals will be necessary and what the maximum permissible sales price will be. The decision to acquire will rest with the **Desoto County** Commission that can reject or accept any and all offers. Written records shall be maintained documenting decisions and rationale for selected courses of action.

B. Non-Voluntary Acquisition Plan

Acquisition of property (including easements and right-of-way) using federal funds shall occur in accordance with the Uniform Relocation Act of 1970 (as amended) and with any State and Federal regulations that may apply.

Fundamental steps that occur in each purchase may vary case by case. However, in general terms, the following should take place: (1) source of funds and authority to acquire confirmed, (2) property/site identified and suitable, (3) legal description/survey/preliminary title search performed (services procured as necessary), (4) notice of intent to acquire sent owner, (5) appraisal and review appraisal services solicited and appraiser retained, (6) appraisal received and sent for review, (7) title companies solicited and retained after review received (title insurance amount and necessity determined in advance), (8) offer to purchase and notice of just compensation sent owner, (9) owner contacted by attorney or other representative and contract

formalized, (10) settlement costs calculated and closing date set, (11) closing conducted with funds changing hands and, (12) records of proceedings retained.

The Uniform Relocation Act requires certain specific procedures such as some letters being sent certified. The CDBG Implementation manual provides a checklist that may be utilized in following each transaction to successful conclusion. In no case will CDBG funds be utilized which would create involuntary displacement. See **Desoto County's** separate policy on this subject.

C. Timing/Planning

Properties necessary for easements or acquisition shall be identified as early in the planning stage as is practicable. Every attempt shall be made to effect a design that is not wholly site dependent, that is, where two or more sites are suitable for the project. It is recognized this may not always be possible, however, a policy of minimizing single site alternatives is emphasized.

In general terms, the voluntary acquisition process shall be utilized to identify possible sites early in the project. Sites shall be evaluated for suitability prior to the final design phase to the maximum practicable extent. As soon as alternative sites are identified and evaluated, applicable acquisition procedures should commence.

Projects shall not normally be sent out for bids unless properties to be acquired or utilized for easements have been formally acquired or a commitment exists which is sufficiently firm and binding to be considered safe for the project to proceed with start up. The **Desoto County** Commission shall make the determination as to whether or not bidding, award and start up may proceed to closing on the property.

In those cases where need for easements and/or acquisition is not identified until after the project is underway, procedures shall be expedited to the maximum practicable extent and utilization of funds, the value of which would be unrecoverable if the transaction did not occur, minimized.

This Housing Assistance Plan is hereby adopted this 8th day of July 2025.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
OF DESOTO COUNTY, FLORIDA

Mandy Hines
County Administrator

Steve Hickox, Vice-Chairman

Approved as to form and legal sufficiency:

Valerie Vicente,
County Attorney

Appendix A

Point Values to be Used in Ranking Applicants

RANKING CRITERIA:	
Special Needs Households	1
Very Low Income	
Low Income	
Essential Service Personnel	2
Very Low Income	
Low Income	
After Special Needs Set-asides And ESP goals are met	3
Very Low Income	
Low Income	

Applications will be separated by Income Category and Ranked accordingly.