



# Austin Housing Finance Corporation

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P.O. Box 1088, Austin, TX 78767-1088  
(512) 974-3100 ♦ Fax (512) 974-3161 ♦ [www.cityofaustin.org/ahfc](http://www.cityofaustin.org/ahfc)

Date: July 27, 2015

## NOTICE OF FUNDING AVAILABILITY (NOFA) HOLLY GOOD NEIGHBOR PROGRAM

### SUMMARY

The Austin Housing Finance Corporation (AHFC) announces the availability of **\$1,200,000** in funding for the Holly Good Neighbor (HGN) Program and currently seeks applications from experienced non-profit organizations to provide repair and rehabilitation services. Services will be provided to eligible properties within the Holly service area. Austin Energy (AE) will provide weatherization to qualified customers under AE's current processes, procedures, eligibility criteria and budgets. The HGN Program is independent of, but in coordination with AE.

### PURPOSE

The purpose of the Holly Good Neighbor Program, herein referred to as the Program, is to provide repairs to households burdened by the Holly Power Plant. Eligible repairs must be directly related to addressing Healthy Homes Housing Hazards identified in the Program Guidelines.

The Austin Housing Finance Corporation (AHFC) is responsible for the administration of the City of Austin's policy guidelines for the Holly Good Neighbor Program. This activity is under the administrative control of AHFC's Treasurer and Neighborhood Housing and Community Development (NHCD) Director. The Treasurer and Director shall have the authority to:

1. Establish processes, procedures, and criteria for development, implementation and operation of the Program;
2. Establish yearly financial assistance limits based on funding availability;
3. Establish organization participation standards; and
4. Making final determinations in appeals under the Grievance Procedure.

The Program activity is monitored and approved by AHFC. Approved non-profit partners and home repair agencies are responsible for the marketing, administration of grant funds, and approval of eligible applicants under the Program. The activities are provided by funds associated with the Holly area, transferred from AE to AHFC prior to 2012. As coordinated by AHFC, AE will use additional funds as available and pursuant to program guidelines that are available through the standard AE weatherization program. Should a conflict arise between the rules of the AHFC, partner agencies, and the fund source, the fund source interpretation shall govern.

### ELIGIBLE CLIENTS

Households served must be deemed eligible according to the Program Guidelines. Each homeowner receiving assistance through this program must occupy the home as the owner's homestead, and meet income requirements as defined by the funding sources.

## **PROGRAM ASSISTANCE**

Program assistance for each homeowner will be provided in the form of a grant, not to exceed \$20,000, under the Holly Good Neighbor Program. No lien will be placed on the property. No household and no property may receive more than \$20,000 in total program assistance, including any program assistance received under previous phases of the Program. AHFC will reimburse non-profit partners an administrative fee not to exceed 20% per project. In addition, Austin Energy may provide up to \$3,500 per home in approved weatherization measures which will focus on insulation, weather stripping and lighting for up to fifty eligible homeowners, assuming the continuation of the Austin Energy Weatherization Program and available budget throughout the grant time horizon. This will exclude measures provided by the non-profit organization as list below as provided with the grant such as HVAC, duct replacement/repair, water device installation, appliances, CO/Fire Detectors, structural repair, etc. Austin Energy Weatherization program guidelines must be met and only contractors approved by Austin Energy can provide weatherization related repairs funded by Austin Energy.

## **ELIGIBLE ACTIVITIES**

Repairs that make the property as safe and healthy as possible for all potential occupants are eligible. There are thirty primary Housing Hazards identified in the Healthy Home Rating System that can be addressed through the Program. The following 30 primary Housing Hazards are:

1. Damp and Mold Growth
2. Excess Cold
3. Excess Heat
4. Asbestos, Silica, and other MMF
5. Biocides
6. Carbon Monoxide and Fuel Combustion Products
7. Lead
8. Radiation
9. Uncombusted Fuel Gas
10. Volatile Organic Compounds
11. Crowding and Space
12. Entry by Intruders
13. Lighting
14. Noise
15. Domestic Hygiene, Pests and Refuse
16. Food Safety
17. Personal Hygiene, Sanitation and Drainage
18. Water Supply
19. Falls Associated with Baths, etc.
20. Falling on Level Surfaces, etc.
21. Falling on Stairs, etc.
22. Falling Between Levels
23. Electrical Hazards
24. Fire
25. Flames, Hot Surfaces, etc.
26. Collision and Entrapment
27. Explosions
28. Position and Operability of Amenities, etc.

29. Structural Collapse and Falling Elements

30. Allergy and Asthma

In addition to the primary Housing Hazards identified above, the Department reserves the right to fund the remediation of other home-based environmental health hazards or repairs as determined by the inspection/environmental assessment of the property and as approved by the Program.

Applicants that apply for this Program can only receive repairs from the non-profit organization that address the thirty (30) health and safety hazards as described by the Program. Non-profit organizations that are awarded contracts by NHCD and/or AHFC are required to refer applicants to the City of Austin, NHCD and AHFC to fund repairs that are provided through programs offered by NHCD and AHFC. Non-profits must refer applicants for the following repairs: Modifications and accommodations for the elderly and disabled, lead abatement for homes built before 1978, and home rehabilitation that involves the replacement of major systems (plumbing, roofing, HVAC, electrical, foundation, and other major interior and exterior repairs). Referrals should be made in the format prescribed by the Program. Once referred to the City, the Applicant must submit an application that meets all requirements of the City Program(s) for which the applicant is applying.

### **ELIGIBLE NOFA APPLICANTS**

Eligible NOFA applicants should be non-profit organizations that have experience with home repair services. Organizations must have an active Franchise Tax Account Status from the Texas Comptroller of Public Accounts, and they should not be on the City of Austin's debarment list. NOFA applicants and their subcontractors must be registered to do business with the City of Austin prior to submitting an Application. Applicants can register at: [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm) .

Successful applicants that are awarded contracts under this Program must agree to participate in the Green & Healthy Homes Initiative Austin project. The AHFC reserves the right to reject any or all Applications and to waive any minor informality in any Application or solicitation procedure (a minor informality being one that does not affect the competitiveness of the Application).

### **CONTRACT TERM**

The contract term is estimated to begin October 1, 2015 and end on September 29, 2017, or until all funds are expended. AHFC retains the right to extend the contract for up to 120 days. Successful applicants will be required to execute a new contract that has recently been updated in accordance with City of Austin contract administration and monitoring guidelines. A copy of the contract is available upon request.

### **AUTHORIZED CONTACT PERSON**

The person listed below may be contacted for information regarding the Notice of Funding Availability. The Contract Procurement Representative will ensure that answers to all questions asked by prospective applicants will be addressed in a timely manner.

<b>CONTRACT PROCUREMENT REP.</b>	<b>John Hilbun</b>	<b>512-974-1054</b>
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## NOFA APPLICATION PROCESS

The funds being released under this NOFA are not subject to a pre-determinate allocation. Applications received will be reviewed and scored on a competitive basis according to organizational capacity and experience. To be considered, applications must be complete and meet the minimum threshold criteria as stated in the Program Guidelines and Scoring Criteria. A score above the minimum score does not guarantee funding.

NOFA packets may be downloaded from the AHFC web site at <http://austintexas.gov/departments/housing/> or obtained in person between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, at the office of the Austin Housing Finance Corporation at 1000 East 11th Street, 2nd Floor, Austin, TX 78702.

A non-mandatory pre-submittal meeting will be held at 10:00 a.m. on **August 3, 2015**, at Austin Housing Finance Corporation at 1000 East 11<sup>th</sup> Street, Suite 400A, Austin, Texas 78702. **Sealed applications relating to this NOFA are due prior to 3:00 p.m., August 10, 2015, at the office of Austin Housing Finance Corporation, 1000 East 11<sup>th</sup> Street, 2nd Floor, Austin, Texas 78702.**

AHFC will notify Holly Good Neighbor applicants of the evaluation results by August 31, 2015.

ALL APPLICATIONS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION. The time stamp clock in Suite 200 Reception Area is the time of record.

Questions regarding the NOFA process or program requirements may be directed to John Hilbun at 512-974-1054 or by e-mail to [john.hilbun@austintexas.gov](mailto:john.hilbun@austintexas.gov) .

*The City of Austin does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs and activities. Dolores Gonzalez is the City's ADA/Section 504 Coordinator. If you have any questions or complaints regarding your ADA/Section 504 rights, please call her at 974-3256 (voice) or 974-2445(TTY). The City of Austin is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request.*

AUSTIN HOUSING FINANCE CORPORATION  
NOTICE OF FUNDING AVAILABILITY  
APPLICATION AND EVALUATION CRITERIA  
2015 Holly Good Neighbor Program

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1. **Applicant Information** (If the service provider involves multiple entities, is a partnership or joint venture, please provide duplicative information for each, and identify the entity that will serve as the “lead” organization).

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Organization Name

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Street Address

---

City

State, Zip

Telephone #

---

Contact Person

Contact’s Telephone #

Fax #

---

Federal Tax ID Number

The applicant certifies that the data and exhibits contained comprising this application are true and correct. *Unsigned/undated submissions will not be considered.*

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Legal Name of Organization

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Signature of Authorized Officer

Title

Date

**(ORIGINAL FORM CONTAINING ORIGINAL SIGNATURE)**

**AUSTIN HOUSING FINANCE CORPORATION  
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**2. Please provide copies of the following:**

- a. Articles of Incorporation;
- b. Certificate of Incorporation filed with the State of Texas
- c. IRS determination letter regarding 501(c)(3) non-profit status
- d. Names, addresses, phone numbers and email addresses of current board members
- e. Certified financial audit for most recent year, including the auditor's management letter
- f. Board resolution authorizing the application
- g. Franchise Tax Account Status printout from the Texas Comptroller of Public Accounts <http://comptroller.texas.gov/taxinfo/coasintr.html>
- h. Name and title of the person authorized to represent the organization
- i. Evidence of providing at least three (3) years of home repair services. (Previous contracts with AHFC or any other governmental entity, foundations, national organizations; annual reports).

**3. Program Description (scoring: maximum 20 points)**

Provide a narrative description of your organization's current home repair program, number of years in operation, past and current performance. Describe how this funding will increase your organization's capacity to provide these services.

**4. Experience of Key Personnel (scoring: maximum 20 points)**

Attach resumes of key staff that will work with this program. Provide a narrative that demonstrates history and success with projects of similar programs, budgets, and/or clients as the work described in this solicitation.

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**5. Recent Projects – Home Repair (scoring: maximum 20 points)**

5 Completed Projects from the Past Three Years:

Address	Type of Work Performed	Number of Days to Complete	Approximate Cost	Program Name

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**6. Project Approach (scoring: maximum 20 points)**

Provide a narrative describing your organization's understanding of the project scope and issues. Describe any significant project issues and the team's approach in addressing those issues. Reference issues seen on similar scoped projects, and the team's overall approach to mitigate those and other issues. Describe your team's methods to successfully complete the work; your team's understanding of the techniques and sequencing required; and how the prime firm will interface with the City's appointed representative.

**7. Experience with AHFC / NHCD (scoring: maximum 20 points)**

Provide a narrative description of your organization's experience working with the Austin Housing Finance Corporation (AHFC) and/or the City of Austin's Neighborhood Housing and Community Development (NHCD).

**8. Partnerships with Non-profit entities**

Include commitments from other non-profit organizations to partner on the project in some way.

**9. Other Requirements**

By submitting this application, the applicant agrees to comply with all reporting, record keeping, and on-going monitoring requirements applicable to the proposed project.

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Applicant: \_\_\_\_\_

Name of Reviewer(s): \_\_\_\_\_

Title of Reviewer(s): \_\_\_\_\_

<b>REQUIRED INFORMATION CHECKLIST</b>
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1. Applicant Information

2. Attachments

- Articles of Incorporation
- Certificate of Incorporation filed with the State of Texas
- IRS determination letter regarding non-profit status
- Names, addresses, phone numbers and email addresses of current board members
- Certified financial audit for most recent year, including the auditor's management letters
- Board resolution approving the application
- Franchise Tax Account Status printout from the Texas Comptroller of Public Accounts
- Name and title of the person authorized to represent the organization
- Evidence on providing at least three (3) years of home repair services. (Previous contracts with AHFC or any other governmental entity, foundations, national organizations, etc.).

3. Program Description - Narrative with description of current program, past and current performance.

- Summary
- Narrative

4. Experience of Key Personnel

5. Recent Projects – Home Repair

6. Project Approach

7. Experience with AHFC/NHCD

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<b>EVALUATION CRITERIA</b>
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Proposed projects will be reviewed and scored on a competitive basis relative to the evaluation criteria below. A maximum possible score is 100 points. A minimum score of 70 is required to be funded.

- |   |       |
|---|-------|
| 1. <b>PROGRAM DESCRIPTION</b> – (maximum 20 points)           | _____ |
| 2. <b>EXPERIENCE OF KEY PERSONNEL</b> – (maximum 20 points)   | _____ |
| 3. <b>RECENT PROJECTS – HOME REPAIR</b> – (maximum 20 points) | _____ |
| 4. <b>PROJECT APPROACH</b> – (maximum 20 points)              | _____ |
| 5. <b>EXPERIENCE WITH AHFC / NHCD</b> – (maximum 20 points)   | _____ |
| <b>TOTAL SCORE (maximum 100 points)</b>                       | _____ |

**PROGRAM GUIDELINES**  
**Holly Good Neighbor Program (Holly)**

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**City of Austin**  
**Neighborhood Housing and Community Development Office**  
**Austin Housing Finance Corporation**

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## **HOLLY GOOD NEIGHBOR PROGRAM PROGRAM GUIDELINES**

### **I. PURPOSE**

The purpose of the Holly Good Neighbor Program, herein referred to as the Program, is to provide repairs to households burdened by the Holly Power Plant. Eligible repairs must be directly related to addressing Healthy Homes Housing Hazards identified in the Program Guidelines.

The Austin Housing Finance Corporation (AHFC) is responsible for the administration of the City of Austin's policy guidelines for the Holly Good Neighbor Program. This activity is under the administrative control of AHFC's Treasurer and Neighborhood Housing and Community Development (NHCD) Director. The Treasurer and Director shall have the authority to:

- A.** Establish processes, procedures, and criteria for development, implementation and operation of the Program;
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- C.** Establish organization participation standards; and
- D.** Making final determinations in appeals under the Grievance Procedure.

The Program activity is monitored and approved by AHFC. Approved non-profit partners and home repair agencies are responsible for the marketing, administration of grant funds, and approval of eligible applicants under the Program. The activities are provided by funds associated with the Holly area, transferred from AE to AHFC prior to 2012. As coordinated by AHFC, AE will use additional funds as available and pursuant to program guidelines that are available through the standard AE weatherization program. Should a conflict arise between the rules of the AHFC, partner agencies, and the fund source, the fund source interpretation shall govern.

### **II. NON-PROFIT PARTNER RESPONSIBILITIES UNDER THE PROGRAM**

Non-profit Partners are responsible for:

- A.** Administering and managing the day-to-day activities of the Holly Good Neighbor Program;
- B.** ensuring compliance with these Program Guidelines, including developing and maintaining all required files, documents;
- C.** preparing required reports; and
- D.** complying with all applicable federal, state and/or local laws, regulations and ordinances.

### **III. SOURCES OF PROGRAM FUNDING**

The source of funding for the Holly Good Neighbor Program budget comes from the Fiscal Year 2011-2012 Operating Budget of the Austin Housing Finance Corporation. The budget was

authorized by the Board of the Austin Housing Finance Corporation on September 22, 2011. These funds are being added to existing funds that AHFC currently provides for repairs to homes of people with low to moderate incomes. In the event of a conflict between competing funding sources and the requirements and regulations in a multi-source funded project, the more restrictive requirements will apply. In addition, regardless of the fund source being used, should a conflict arise between the rules of AHFC or the Program Guidelines and fund source, the most stringent fund source interpretation shall govern.

#### IV. DEFINITIONS

<b>AE</b>	Austin Energy
<b>AHFC</b>	Austin Housing Finance Corporation
<b>APPLICANT</b>	The Holly area resident requesting assistance
<b>APPROVED NON-PROFIT PARTNER (AGENCY)</b>	Organizations approved to be awarded funding through AHFC’s Notice Of Funding Availability (NOFA) process
<b>CITY</b>	Austin, Travis County, Texas
<b>CONSTRUCTION COORDINATOR</b>	City employee that performs inspections and oversees construction process
<b>CONSTRUCTION MANAGER</b>	City employee responsible for managing Construction Coordinators and construction process
<b>DIRECTOR</b>	Director, Neighborhood Housing and Community Development
<b>FUND SOURCE</b>	The origination point of the funds used to provide assistance to each project
<b>GRANT</b>	Form of program assistance
<b>NHCD</b>	Neighborhood Housing and Community Development Office
<b>PROGRAM/ACTIVITY</b>	Refers to Holly Good Neighborhood Program
<b>PROGRAM MANAGER</b>	Refers to the person responsible for the implementation of the program
<b>PROGRAM AREA</b>	Refers to the eligible service area for Holly Program participants (North boundary: North side of 7th Street; South boundary: North side of Jesse E. Segovia Street; West boundary: the East side of Chicon Street; East boundary: West side of Pleasant Valley Road)
<b>PROJECT</b>	The property identified for receipt of assistance

**Note: The terms “Applicant,” “Owner,” and “Homeowner,” may sometimes be used interchangeably, but will usually mean the owner of record of the Property who resides in the home or at the site of the construction address.**

## V. PROGRAM ELIGIBILITY

In order to be eligible for assistance under the Program, the participating Non-profit partner must document eligibility of the Applicant, eligibility of the Applicant's Property, and eligibility of the Project. Applicant must be the homeowner living in the program area identified by the Holly Good Neighbor Program. Eligibility for repairs is based on Austin Housing Finance Corporation's assessment of the property.

**A. Eligibility of the non-profit partner.** To be eligible as a non-profit partner, an organization must be:

1. A Non-profit organization
2. A Non-sectarian organization
3. Determined by the IRS to be a 501 (c) (3) corporation
4. Established for the purpose of benefiting low-and moderate income individuals
5. In good standing with the City and AHFC
6. Currently registered to do business with the City of Austin
7. An organization with capacity to implement and complete the program
8. Experience providing home repair services. Evidence of providing at least three (3) years of home repairs services. (Previous contracts with AHFC or any other governmental entity, foundations, national organizations; annual reports)

**B. Eligibility of the Applicant**

1. Complete and sign Application: Applicant must submit a complete and accurate application to a Program approved non-profit partner in the form prescribed by AHFC in accordance with these Guidelines.
2. Income Eligible: Applicant's gross annual household income may not exceed 100% of Area Median Family Income (AMFI) for the City. AMFI is based upon HUD's income limits which are published annually.
3. Need: It must be established that the Applicant does not have sufficient financial assets or capabilities to afford the repairs without assistance under the Program. If the Applicant's assets, at the time the Program application is submitted, totals less than \$5,000, actual income from the asset will be counted. If it is determined that the Applicant has financial assets (cash, stocks, bonds, or other financial holdings) in excess of \$5,000, the City will apply Part 5 imputed income from assets, using the current passbook rate.
4. Adherence to Program Requirements: The Applicant must agree to adhere to all Program requirements.
5. Previous Assistance: Applicants served under the Program from prior years are eligible for additional assistance as long as their total project costs including prior assistance and current project costs do not exceed \$20,000.
6. Selection: Applicants are selected on a first come, first served basis after the application is complete and signed and all required documentation has been received.

### **C. Eligibility of the Property**

1. Property Type: The property must be a single-family residence.
2. Ownership of Property: Applicant must be the fee simple owner of the Property for which repairs are requested.
3. Principal Place of Residence/Homestead: Applicant must occupy and claim as Applicant's Homestead the Property for which repair activities are requested at time of the application under this Program.
4. Tenure: Applicant must provide proof that s/he or an immediate family member owned the property in 2000 or a year prior to 2000.
5. Location: The Property must be located within the Holly Area boundaries established by Austin Energy in collaboration with the Neighborhood Housing and Community Development and Austin Housing Finance Corporation. North boundary: North side of Willow Street; South boundary: North side of Jesse E. Segovia Street; West boundary: the East side of Chicon Street; East boundary: West side of Pleasant Valley Road.
6. Legal Lot: Legal lot as defined in the City of Austin.
7. Flood Plain: Property must not be located within the 25-year flood plain. Projects located in the 100-year flood plain may be eligible if flood insurance is retained and maintained.
8. Taxes: Must be current on all property taxes, property taxes have been deferred, or a payment plan exists.
9. Liens: No liens will be placed on the property under this Program.
10. Insurance: Proof of insurance is not necessary for grant programs that do not require repayment, and a lien is not placed on the property.

### **D. Eligibility of the Project**

1. Fund Availability: As a condition of eligibility, the Program must have sufficient program funds available to provide assistance. The Program is under no obligation to process any application if it has been determined there are insufficient funds available to fund the program. The Program retains the right to restrict or adjust levels of assistance available to the public during the program year in order to accommodate anticipated reductions or reduced levels of fund availability. Fund availability includes applicable program delivery costs.
2. Economic Infeasibility: The Project must be economically feasible under the Program.
3. Project Activities: Repairs relating directly to Healthy Homes Housing Hazards are eligible.
4. Amount Needed for Project: The maximum amount of eligible assistance for the project is \$20,000.
5. Reimbursement/Completed Projects: The Project must only be for future repairs, including future purchase of materials.

Repairs under this program need not bring the entire housing unit into compliance with the City of Austin Building Code(s), but the replacement of the major systems shall be completed in accordance with the rehabilitation provisions of the City of Austin Land Development Code. Non-profit Partners will be responsible for requesting the mandatory

construction permits. Any repair work requiring licensing or skill beyond the Non-profit's capacity to provide shall be sub-contracted.

## **VI. ASSISTANCE UNDER PROGRAM**

### **A. Type of Assistance**

The program provides up to \$20,000 of assistance per home. In addition, AHFC will reimburse non-profit partners an administrative fee not to exceed 20% per project. Additional project costs exceeding the program limit may be covered by other programs or funding sources. All funds paid through the Program are paid to the organization performing the work. The applicant cannot receive cash funds through the Program, nor can the applicant be reimbursed for payments made to others for work done outside the Program.

### **B. Type of Repairs**

Repairs that make the property as safe and healthy as possible for all potential occupants are eligible. There are thirty primary Housing Hazards identified in the Healthy Home Rating System that can be addressed through the Program. The following 30 primary Housing Hazards are:

1. Damp and Mold Growth
2. Excess Cold
3. Excess Heat
4. Asbestos, Silica, and other MMF
5. Biocides
6. Carbon Monoxide and Fuel Combustion Products
7. Lead
8. Radiation
9. Uncombusted Fuel Gas
10. Volatile Organic Compounds
11. Crowding and Space
12. Entry by Intruders
13. Lighting
14. Noise
15. Domestic Hygiene, Pests and Refuse
16. Food Safety
17. Personal Hygiene, Sanitation and Drainage
18. Water Supply
19. Falls Associated with Baths, etc.
20. Falling on Level Surfaces, etc.
21. Falling on Stairs, etc.
22. Falling Between Levels
23. Electrical Hazards
24. Fire
25. Flames, Hot Surfaces, etc.
26. Collision and Entrapment
27. Explosions
28. Position and Operability of Amenities, etc.

29. Structural Collapse and Falling Elements
30. Allergies and Asthma

**C. Types of Costs Covered**

The Program will pay the following types of costs:

1. Costs associated with the review and processing of the application;
2. Program delivery costs associated with the Project.
3. Hard costs: construction materials and labor.
4. Soft costs: Specifications, inspections, financing, marketing and management fees included in the 20% of the administrative cost.

**D. Ineligible costs include (but are not necessarily limited to)**

1. Outstanding debts owed the City;
2. Maintenance costs incurred by Applicant;
3. Flood Plain Insurance;
4. Property Taxes;
5. Costs associated with the purchase of the Property;
6. Temporary housing expenses;
7. Costs for the repair or construction of: wet bars; barbecue pits; bathhouses; burglar bars; carpeting for kitchen, bathrooms, or patios; window treatments (*e.g.* draperies, shades, curtains, mini blinds); driveways and parking lots (except repairs to existing); dumbwaiters; fireplaces (except repairs to existing); flower boxes; garage door openers; greenhouses; hot tubs or Jacuzzis; mobile homes; outdoor fireplaces or hearths; patios or decks (except repairs of existing); photo murals; swimming pools or swimming pool decks; television antennae; tennis courts; and permanently affixed kitchen appliances. AHFC reserves the right to disallow other project costs deemed nonessential to furthering the purpose of the project. Exceptions may apply with previous approval only if they are related to the entire project's scope of work.

**E. Application Completion**

A complete and signed application must be submitted by a Program-approved Non-profit Partner in the form prescribed by AHFC in accordance with these Guidelines. The Non-profit Partner must submit an application that meets all requirements and signatures must be obtained prior to assistance being provided. The applicant and property must be determined eligible prior to receiving financial assistance. The Program is under no obligation to process an application that has been found incomplete or ineligible at any point during the application review process. Should additional information be requested and information or documentation is not furnished within the time specified, the application may be considered incomplete and the file canceled.

## VI. APPLICATION AND ELIGIBILITY DETERMINATION

### A. **Approved Non-profit Partners shall have the responsibility of Program outreach, marketing, intake, processing and approval to include, but not limited to:**

1. Initial application intake;
2. Pre-screening the application to ensure required documentation is received and the application is complete;
3. Corresponding with the applicant until all documentation has been received;
4. Retrieving information from 3rd party entities (Travis County Appraisal District, Travis County Official Public Records, Travis County Tax Department, and City of Austin Planning Development and Review Department);
5. Requesting additional documentation, if necessary;
6. Processing documentation;
7. Determining Program approval,
8. Requesting initial inspections; and,
9. Preparing any written agreements and disclosures between the Program and the applicant.

### B. **AHFC Functions- Client Services staff shall have the responsibility for:**

1. Providing training to the non-profit partners;
2. Reviewing and approving all Program applications and source documentation;
3. Performing the final application review and approval; and
4. Approving or denying the completed Program application package.

### C. **Client Services Program Manager** develops and implements appropriate forms, processes and procedures required to satisfy Program guidelines and limits for application processing and approval.

### D. **Construction Coordinator shall be responsible for:**

1. Providing training to the non-profit partners;
2. Making final determination of project feasibility and type of repairs to be implements;
3. Approving scope of work;
4. Issuing Notice to Proceed;
5. Reviewing and approving final inspections;
6. Performing final concurrence walk through; and
7. Processing draw requests for payment to the non-profit.

### E. **Construction Manager** shall have the authority to develop and implement appropriate forms, processes and procedures to satisfy Program construction activities-related guidelines and limits.

### F. **Application Requirements**

The application must be complete to be eligible for funding. In order to be considered complete, it must include the following documents:

1. Application completed and signed by applicant and/or co-applicant
2. Copy of photo ID

3. Copy of Social Security card
4. Current utility bill in applicant's name (if applicable)
5. Signed Verification of Income and Assets
6. Signed Equal Housing Lender Disclosure
7. Program Release
8. Income verification for all household members 18 years of age or older
9. Asset verification for all household members 18 years of age or older
10. Current Social Security and/or disability award letter (if applicable)
11. Copy of Warranty Deed (if applicable)
12. TCAD printout of subject address
13. County tax information
14. Floodplain map
15. GIS map of jurisdiction boundaries
16. Copy of verification -Debarred List
17. SHPO letter and clearance (if applicable)
18. Notice of Action Taken (Approved, Canceled, or Denied (if applicable))

**G. The pay request package must be complete. In order to be considered complete, it must include the following documents:**

- A. Payment Authorization Form
- B. Invoice
- C. Labor Release Form
- D. Warranty Form
- E. Affidavit of Completion
- F. Final Inspection and pictures
- G. Construction Specifications
- H. Occupancy Protection Plan
- I. Clearance Report (if applicable)
- J. Critical Inspection Form (if applicable)
- K. Pictures (before and after work)

The above document list is not all-inclusive. The Program has the authority to request additional information and documentation from the applicant and/or approved non-profit partner in order to confirm eligibility. The Program has the authority to perform an inspection of the repairs being completed to ensure the quality, timeliness, and that actual work in the scope of work is being performed.

**H. Approval/Disapproval**

For an applicant to be approved, at a minimum the following must be in place:

1. The applicant has submitted all requested information and documentation.
2. The applicant has been verified as income eligible.
3. The property is located in an approved location.
4. The type of construction has been determined and is cost feasible.
5. There is sufficient fund availability.
6. The applicant is the owner of the property and will use it as the primary place of residence.

7. The applicant agrees to the project terms and conditions.

The Program reserves the right to place additional requirements for project approval on a case-by-case basis.

**I. Denial/Cancellation/Closure**

Once an application has been reviewed and denied for legitimate Program reasons, the application will be retired and considered closed. If an applicant should wish to be considered for assistance in the future, the applicant must complete and submit a new application in the next fiscal year. The Non-profit Partner will not retrieve or utilize any previous application information. The Non-profit Partner reserves the right to cancel any application if the applicant does not provide all required documentation within 30 days of original application. Should an application be terminated, the Non-profit Partner may notify the homeowner within 15 days of the termination date.

**J. Disqualification of Applicants**

Any applicant, at any stage of the Program process, who knowingly presents false or misleading information, makes false statement, or misrepresents himself or herself or their financial condition to the Program and/or staff, will be disqualified from the Program. Disqualification can also occur if the applicant fails to work cooperatively and constructively with the Contractor or Service Provider at any stage of the Program process.

**K. Program Performance Measures**

For the purposes of consistency, accountability, evaluation, and tracking of units and spending, AHFC will use the following definitions and premises:

1. Pending Projects shall be defined as application received, but not approved;
2. Approved projects shall be defined as pending projects that have been approved and funds committed for completion within 30 days (within the same fiscal year);
3. Completed projects shall be defined as approved projects closed within the same fiscal year.

**L. Default**

Default shall exist if any use of Program funds for any purpose other than authorized in the Program written agreement or any breach of any covenant, agreement, provision, or warrant of the non-profit partner made in the program application or in the agreement.

## **VIII. CONSTRUCTION**

**A. Procurement**

Non-profit Partners must ensure that all materials and labor for Program repairs are obtained in accordance with the approved AHFC procurement policies, procedures, and guidelines.

**B. Applicant Involvement**

Upon review and approval of the preliminary analysis by the Program staff, detailed repair specifications will be developed and reviewed with the applicant. Upon the applicant's approval of the specifications, the project will be bid out to licensed and bonded contractors.

**C. Warranty**

The Contractor/Non-profit will provide program Applicant with one (1) Year warranty for labor and materials furnished for the Project or the term required by the applicable regulation. It is the responsibility of Owner to notify the Contractor/Non-profit of any Warranty claims during the applicable period. AHFC is not responsible for any Warranty claims by Owner. Further, Contractor is not responsible for any Warranty claims due to lack of maintenance or negligence on the part of the homeowner.

**D. Temporary Housing Expenses**

The Program will not reimburse the homeowner for temporary housing expenses. Most work done under the Program will not require the homeowner to vacate the premises. If environmental issues such as lead, asbestos, and mold arise during the project, the appropriate agency shall be notified by the Non-profit Partner in charge for the project.

**E. Utility Costs during Construction**

During construction, it may be necessary for the Contractor to access and use electricity and/or water to complete construction of the Project. Applicant will pay all costs for such utility usage by Contractor on the Project.

**F. Dispute Resolution**

It is the responsibility of Applicant, the Contractor and Non-profit Partner for the Project to resolve any disputes regarding the quality of the work performed both during and after construction. During the course of the Project, AHFC/Sub-recipient may render opinions on contract specifications, work quality or work completion. However, AHFC/Sub-recipient will not serve in any way as an arbitrator or mediator. If Applicant and Contractor are unable to resolve disputes between themselves, dispute may be forwarded to the Construction Manager or designee for review and an opinion on resolution of the dispute. If the opinion is not acceptable to both Applicant and Contractor, they will be required to proceed to Binding Arbitration.

**G. Binding Arbitration**

In cases where the Applicant and Contractor cannot resolve a dispute under Section VIII.I., Applicant and Contractor must then submit the dispute to Binding Arbitration. Binding Arbitration will be administered through an agency selected by the Program. The cost of the Binding Arbitration will not exceed \$500 and will be a cost eligible for payment under the AHFC/Sub-recipient contract.

The decision of the arbitrator will be final and shall be binding on Applicant and Contractor and will be adhered to by AHFC.

**H. Contractual Requirements**

A contractual agreement between AHFC and the Non-profit Partner is required. Non-profit Partner must agree to provide, oversee, administer, and carry out all activities and work described in the Contract Agreement.

**I. Payment to Non-profit Partner**

AHFC will pay for work that is satisfactory and complete. AHFC will reimburse the Non-profit Partner for eligible expenses incurred in the previous calendar month. Funds are requested by the Non-profit Partner in the manner described in the Contract. Unless authorized by AHFC, two requests for payments for Operations and Construction shall be requested each month. Appropriate documentation is required.

**J. Program Operations**

The Non-profit Partner shall develop and maintain a procedure manual to demonstrate how the program is to be carried out. The procedure manual will be submitted to AHFC.

**K. Insurance**

Non-profit Partner shall carry Statutory Workers' Compensation and Employers Liability, Commercial General Liability, Business Automobile Liability, and Directors and Officers Coverage on types and amounts of duration according to the Contract.

**L. Any exceptions to the requirements must be approved by the City of Austin Risk Management Division according to the most current regulations. Specific policy endorsements and provisions are described in the Contract.**

1. Statutory Workers' Compensation and Employers Liability coverage with minimum policy limits for Employers' Liability of \$100,000 body injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee shall be provided.
2. Commercial General Liability Insurance with a minimum bodily injury and property damage per occurrence limit of \$500,000 for coverage A & B.
3. Business Automobile Liability for all owned, non-owned and hired vehicles with a limit of \$500,000 per occurrence for bodily injury and property damage liability per accident.
4. Directors and Officers coverage with a minimum of not less than \$250,000 per claim shall be in place for protection from claims arising out of negligent acts, errors or omissions for directors and officers while acting in their capacity as such.

**M. Records and Recordkeeping**

Non-profit Partner will be required to collect certain data and submitting monthly reports in the format prescribed by the Program. In addition, Non-profit Partner will follow the retention periods according to the Program. All approved Program

applications will be retained for a minimum of five years from the date of project completion. By making application to the Program, it is understood, agreed and authorized by the applicant that the Program may research, obtain, and share financial and property related information for the purposes of determining eligibility and the need for Program assistance.

## **IX. OTHER PROGRAM REQUIREMENTS**

### **A. Non-Discrimination**

It is the policy of the Program, AHFC and the City that there is no discrimination based upon race, color, creed, religion, sex, national origin, disability, student status, marital status, familial status, sexual orientation, gender identity, or age. The Program will operate in accordance with all applicable federal, state and local Fair Housing and Equal Opportunity laws and regulations.

The Program is committed to compliance with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, as amended. Reasonable modifications and equal access to communications will be provided upon request. Assistance may be obtained by calling (512) 974-3100 (voice) or Relay Texas at 1-800- 735-2989 (TDD). Dolores Gonzalez is the City's Section 504/ADA Coordinator. Her office is located at 505 Barton Springs Road, Suite 600. For questions and complaints about Section 504/ADA rights, she may be reached at (512) 974-3256 (voice) or (512) 974-2445 (TTY).

### **B. Program Violations**

Should an applicant violate Program guidelines, the applicant will be notified of the violation in writing. If the applicant does not take appropriate action to rectify the violation within the time period specified, the Program may seek the legal remedies allowed in their agreement. Although it is not the intent of the Program to gain monetary reimbursement of financial assistance provided to the applicant, the Program may seek legal recourse.

### **C. Lead-Based Paint**

All repairs shall be completed in accordance with the applicable Lead-Based Paint (LBP) regulations of the U.S. Department of Housing and Urban Development in effect at the time this contract amendment is signed. Under the current LBP regulations, Non-profit organizations should be providing all owners of housing constructed prior to 1978 with the booklet *The Lead-Safe Certified Guide to Renovate Right* and must document that the owner has received the booklet by having the owner sign an acknowledgement indicating receipt of the publication.

### **D. Historical Determination**

It will be required by the Non-profit Partner only if during the permit application review process it is found that:

a.) the structure is designated as a Historic Landmark or

b.) the property lies within a National Registered Historic District or c.) the structure is greater than 50 years old (provided the scope of work would include demolition other than all or part of an interior wall, floor or ceiling) further review may be required by the Historic Preservation Office.

- E. Compliance and Monitoring: The Program will be in compliance with the City of Austin Monitoring Plan.

**X. GRIEVANCE PROCESS**

Persons wishing to appeal any action or inaction under the Program shall submit an appeal in writing to the Contract Manager within 30 days of the action or inaction they wish to appeal. Within 15 days of receipt by AHFC of the written appeal, the Contract Manager for the Program reviews the written appeal and submits to the AHFC Treasurer a written summary of the written appeal, along with an explanation of any administrative action taken or recommended to be taken. The Treasurer makes a decision regarding the written appeal. The decision of the Treasurer is final and may not be appealed further.

Approved by:

\_\_\_\_\_  
Elizabeth A. Spencer  
Treasurer, AHFC

\_\_\_\_\_  
Date