



MINOR HOUSING REHABILITATION PROGRAM (HVAC Repair and Replacement)

Community Grants Division
Department of Neighborhood & Inspection Services
City of Lewisville

City of Lewisville CDBG Minor Housing Rehabilitation Program (HVAC Repair and Replacement) Guidelines

The City of Lewisville's Minor Housing Rehabilitation Program (HVAC Repair and Replacement) (the "Program") is funded by the Community Development Block Grant Program (CDBG) awarded to the City of Lewisville by the U.S. Department of Housing and Urban Development (HUD).

Objective

The Program exists to provide assistance to low-to-moderate income homeowners by making essential repairs to, replacing, or initial installation of heating, ventilation, and air conditioning (HVAC) units and systems and performing electrical work related to and necessary for such HVAC unit or system repairs, replacing, or initial installation. Through this Program, homeowners may apply to have eligible work completed under this Program up to a value of \$15,000, or more if a variance has been approved, paid for with CDBG grant funds and completed by a contractor selected by the City (the "Contractor"). Applicant will be deemed eligible first by City staff. Repairs to, replacing, or initial installation of the HVAC system will be deemed eligible by an approved third-party consultant (the "Consultant") who will identify the scope of work for the eligible projects.

Eligibility

In order to participate in the Program, both the applicant and the project must meet the eligibility requirements outlined in this section. Eligibility is a prerequisite for, but not a guarantee of, selection for the Program.

Applicant Eligibility

In order to be eligible for assistance under this Program, an applicant must:

- Be the owner or co-owner of a single-family detached or attached dwelling or duplex, as defined in the City's Unified Development Code ("dwelling") located in the City limits of Lewisville, Texas, which the applicant owns and occupies as his/her principal residence on a year-round basis. (Where a dwelling is owned by more than one individual, all co-owners must apply and meet eligibility requirements.)
- Have held a fee simple title to the property on which the project will be located for not less than two (2) years. Contracts for deed or contracts for sale are not eligible.

- Carry Homeowner’s insurance. For a property identified in the most current FEMA-designated 100-year floodplain zone, flood insurance will be required. Proof of valid and current insurance is required prior to funding and must be maintained throughout the term of the project.
- Be current on all mortgage statement payments for the property on which the project will be located, as well as any City-provided utilities and property taxes, at the time of application and throughout the term of the project.
- Income-qualify as a low-to-moderate income household under the HUD Metro FMR Area maximum income levels for the then-current year using the HUD Metro FMR Area income chart attached hereto as Appendix A, as it exists or may be amended. Only households that have an annual income below the 80% Area Median Family Income (AMFI) will qualify. The City of Lewisville uses the definition of “annual income” provided in 24 CFR 5.609, as amended, for eligibility determinations. The HUD Metro FMR Area income levels attached hereto as Appendix A shall be updated as amended by HUD.
- Not have total liquid assets in excess of \$20,000 (liquid assets include available cash, checking and savings accounts, stocks, bonds, and other assets that can be accessed without financial penalty).
- Complete an application furnished by the City.
- Applicant must be able to meet all Owner Responsibilities as referenced in the Funding Agreement.

Project Eligibility

Repairs to and replacement of or initial installation of HVAC units or systems and electrical work related to and necessary for such HVAC unit or system repairs, replacement, or initial installation that the City determines can be completed for up to \$15,000 will be eligible for assistance, provided such repairs, replacement, or initial installation conform to Program specifications and the eligibility requirements outlined in Appendix C.

Only projects that have not yet been completed are eligible.

Eligibility for assistance is within the sole discretion of the City of Lewisville and will be made on a case-by-case basis. Regardless of the scope or project proposed in the application, the City reserves the right to determine on a case-by-case basis which items are included for repair, replacement, or initial installation in the final scope of work of a project.

Project or Applicant Ineligibility

- Repairs that are entirely cosmetic in nature are not eligible, except when

necessary to make the immediate area, where another repair is completed, match the surrounding area as much as possible. For example, the Program will not paint an entire room when the repair disturbs a small section of drywall, but the necessary drywall patch will be painted to match the existing surrounding walls as closely as is possible.

- Window units or other non-permanent units are not eligible. Mini splits are eligible in certain circumstances; see Appendix C.
- The property must not have any outstanding Code or Building Services citations as identified by Lewisville City Ordinance or the most current adopted version of the International Property Maintenance Code. Projects in unsafe or substandard structures that cannot be made safe for habitation for \$15,000 or less are not eligible for assistance. The City will provide written notice of the hazards and why assistance is being denied.
- Repair, replacement, or initial installation of HVAC units or systems in accessory structures is not eligible.
- An applicant who demonstrates abusive, uncooperative, or disrespectful behavior or who interferes with the City or its contractor and their work on any project under this Program may be terminated from participation in this Program and may be ineligible for any future assistance from all CDBG-funded grants through the City.
- An applicant that provides misleading or false information will be denied assistance and may be ineligible for any future assistance in the Program.
- Manufactured homes not attached to a permanent foundation or where the applicant does not own the underlying property are not eligible for this Program.
- Projects for which an insurance claim has been made and awarded to cover current HVAC unit and related systems are ineligible for assistance.

Prioritizing

Applying for assistance and meeting eligibility criteria is not a guarantee of selection for participation in the Program. This Program receives limited funding, and the optimal use and commitment of those funds is within the sole discretion of the City.

In selecting Program applications, the City of Lewisville reserves the right to give priority to the following groups (no order implied):

- Homeowner or a member of the household is a senior (at least 62 years old);

- Homeowner or a member of the household has a disability (see Appendix B for the definition of disability);
- Homeowner or a member of the household is a veteran;
- Home is in an area designated as a designated revitalization area by City Council (including but not limited to Small Area Plans, Consolidated Plans, Neighborhood Empowerment Zones, Opportunity Zones, etc.); and
- Residents whose incomes fall within the extremely-low and low income levels, as defined in Appendix A.

Applications will be accepted for a period of time set by staff. Once the application period has closed, all applications will be scored by staff using the Scoring Sheet included in Appendix H, attached. Applications will be selected for participation based on Scoring Sheet scores, from highest to lowest, subject to available funding.

Energy Efficiency and Equipment Standards

When determining the scope of work for a project under this Program, the City will consider multiple factors, including equipment performance and durability, economic life cycle costs, increased energy efficiency, annual equipment operating costs, initial capital expenditures, and accessibility of equipment. All newly-installed HVAC systems will be Energy Star certified, and existing systems will be repaired to meet Energy Star standards, or, if repair to Energy Star standards is not feasible, replaced.

Does the Repair Need to be Paid Back?

Assistance received through the Program is funded by CDBG funds and does not need to be repaid.

Lead-Based Paint

A proposed project that will affect painted surfaces in a house built before 1978 is not ineligible but will be subject to Federal and State lead-based paint regulations as part of the determination of the scope of work for the project. A lead-based paint inspection and/or risk assessment shall be conducted by a certified Lead Risk Assessor. If a lead-based paint hazard is discovered, hazard reduction techniques will be utilized. Any costs associated with lead-based paint activities (testing, use of qualified contractors, etc.) will be included as part of the project budget, unless the project is determined to be ineligible for participation in the Program after the

determination of the scope of work, in which case the City will cover the cost of testing.

Maximum Limits for the Program

- An eligible dwelling which receives funding for a project under this Program may not be approved for funding under this Program again for a 12-month time period following the completion of the project.
- The maximum funding per awarded project is up to \$15,000 unless a variance has been approved.
- There is a Program funding maximum of \$37,500 per dwelling.
- Variances to the maximum funding per awarded project may be granted as outlined below.

Projects Over Maximum Project Budget Limit

As part of the application process, the City will request proposals for all work on the awarded projects, itemized by project. If the proposed cost of the awarded project in the selected proposal exceeds the maximum funding amount allowed per awarded project, the applicant will be notified in writing and be allowed to apply for a variance from the maximum funding amount per awarded project as outlined in the section below, or, if feasible, to pay for the overage from their own resources so that the project may proceed. If the project does not qualify for a maximum project budget limit variance and the applicant cannot or does not wish to pay for the overage, then the project shall be cancelled.

Variance from Maximum Project Budget Limit

Variances from the maximum project budget limit outlined above may be granted by the Neighborhood & Inspection Services Director (Director) for any one or more of the following:

- Under extraordinary and extenuating circumstances;
- Where a documented health and safety issue exists; or
- Based on unforeseen health and safety issues that arise.

In case of any one or more of the circumstances listed above, the Director may approve an increase of up to 50% over the maximum project budget limit per property per year, making the maximum project budget limit \$22,500.00. A change order to accommodate an increased maximum project budget limit may be approved only by applying for and receiving a variance under this section from the

Director. Granting a variance to the standard procedures should further the goals, purposes and effectiveness of the Program, and will conform to applicable HUD guidelines. An application for a variance from the maximum project budget limit can be submitted at two different times in the process, except as otherwise provided for herein:

- between creation of the initial Scope of Work and the commencement of work on the project; or
- if an unexpected cost occurs while work is being completed.

Only one variance may be provided for any given project, and a variance from the maximum project budget limit may not exceed the Program funding maximum of \$37,500 per dwelling.

An application for a variance from the maximum project budget limit does not mean a variance will be awarded, and hidden or latent conditions not covered by the original inspection or Scope of Work are not the responsibility of the City, nor is the City liable for such conditions.

An applicant may apply for a variance by submitting a written request to the Director. This written request must include the scope of work, a description of the additional work and costs from the Contractor, and actual cost that is above the maximum funding.

Consultant and Contractor Qualifications

A consultant drafting a Scope of Work or contractor performing HVAC work on a project must meet the following qualifications at all times while work is being performed under this Program:

- Must be a registered contractor with the City of Lewisville's Building Services Division;
- Must have a valid HVAC license through the Texas Department of Licensing and Regulation; and
- Must carry insurance that meets or exceeds the requirements outlined in the insurance requirements included in the Request for Proposal (RFP) for HVAC.

A contractor performing lead testing/assessment work on a project must meet the following qualifications at all times while work is being performed under this Program:

- Must be a registered contractor with the City of Lewisville's Building Services Division;
- Must have a valid Lead Risk Assessor Certification through the Texas Department of State Health Services (DSHS) Environmental Lead Program;

- Must hold and maintain all required credentials and qualifications set forth by the United States Environmental Protection Agency (EPA) in accordance with 40 CFR Part 745.

A contractor performing lead abatement work on a project (also referred to as a "Lead Firm" herein) must meet the following qualifications at all times while work is being performed under this Program:

- Must be a registered contractor with the City of Lewisville's Building Services Division;
- Must carry insurance that meets or exceeds the requirements outlined in the insurance requirements included in the Request for Proposal (RFP) for lead abatement.
- Must hold and maintain all required credentials and qualifications set forth by the United States Environmental Protection Agency (EPA) in accordance with 40 CFR Part 745.
- Must produce a copy of current certification credentials as a Lead Firm by Texas Department of State and Health Services (DSHS) Environmental Lead Program as outlined in Texas Administrative Code Title 24, Section 295.211 as it exists or may be amended.
- Must produce a copy of current certification credentials for all certified staff employed by the Lead Firm-certified Lead Abatement Contractor that would be responsible for abatement work at the residence, at the point of bid and/or abatement work.
 - Must include at minimum one employee who is a DSHS-certified Lead Abatement Supervisor who is employed at Lead Firm-certified Lead Abatement Contractor.
 - Must maintain updated copies of certification of new/returning employees that are employed by the Lead Firm-certified Lead Abatement Contractor.

Documentation of the above requirements shall be required as part of the Request for Proposals process.

Responsibilities

1. Responsibilities of the Applicant

- Submitting all required documents to determine eligibility for the Program.
- Making reasonable accommodations to the schedules of the Contractor, Consultant, City staff, and any other individuals performing work under the Program for the purpose of inspections, completion of work, photographs, etc.

- Allowing the Contractor, Consultant, City staff, and any other individuals performing work under the Program to enter the applicant's property for the purpose of performing inspections, performing work on the Project, photographs, etc.
- Reviewing and understanding these the City of Lewisville CDBG Minor Housing Rehabilitation Program (HVAC Repair and Replacement) Guidelines (Program Guidelines) and the Scope of Work, and executing Eligibility Release Form, attached to the Minor Housing Rehabilitation Program ("MHRP") (HVAC Repair and Replacement) Application for Assistance, and the Program Participation Agreement, provided in conjunction with these Program Guidelines, as they exist or may be amended by City staff.
- Complying with all terms and conditions of these Program Guidelines and the Program Participation Agreement.
- Bringing items eligible for warranty work or replacement to the Contractor's attention in a timely manner.
- Maintaining the system once the project is complete.

2. Responsibilities of the Consultant

- Submitting a proposal in adherence with the City's Request for Proposals.
- Entering into an agreement with the City to perform the work outlined in the proposal, if selected, including but not limited to creating a Scope of Work for selected projects as outlined herein.
- Complying with the terms of the agreement with the City, including but not limited to the scope of work, schedule, and invoicing requirements outlined therein.
- Making reasonable accommodations to the schedules of the applicant and City staff.
- Complying with all applicable local, state, and federal laws and regulations, including but not limited to employment, labor, environmental, construction and energy efficiency laws and regulations.
- Communicating with the applicant and City staff regarding scope of work proposed for current or future HVAC unit on residence.
- NOTE: a Consultant will not be eligible to submit a proposal to perform any work included in a Scope of Work drafted by the Consultant under this Program.

3. Responsibilities of the Contractor

- Submitting a proposal in adherence with the City's Request for Proposals.
- Entering into an agreement with the City to perform the work outlined in the proposal, if selected.
- Complying with the terms of the agreement with the City, including but not limited to the scope of work, schedule, post-project cleanup, and invoicing requirements outlined therein.
- Making reasonable accommodations to the schedules of the applicant and City staff.
- Complying with all applicable local, state, and federal laws and regulations, including but not limited to employment, labor, environmental, construction and energy efficiency laws and regulations.
- Communicating with the applicant and City staff regarding status of the work during and following project completion.
- Obtaining any necessary permits and ensuring that the project will pass all required inspections. *Note: all City building permit fees are waived for work performed by the Contractor under the Program.*
- Providing a minimum one (1) year warranty on workmanship to the applicant for each project completed under the Program. The warranty shall be issued to the homeowner(s); the City shall not be a party to the warranty. This is in addition to a product and material warranty.
- Installing equipment in accordance with all applicable laws and regulations, manufacturer's written installation instructions, and accepted industry practices. Manufacturer's instruction books and warranties shall be provided to the owner, and operations and filter changes shall be demonstrated to the owner.
- Submitting a General Contractor's Waiver and Release on Final Payment (Appendix F) upon completion of the Project, as outlined in the Sequence of Events, below.

4. Responsibilities of Lead Risk Assessor

- Submitting a proposal in adherence with the City's Request for Proposals.
- Producing a copy of current certification credentials for Lead Risk Assessor by Texas Department of State and Health Services Environmental Lead Program.

- Entering into an agreement with the City to perform the work outlined in the proposal, if selected.
- Complying with the terms of the agreement with the City, including but not limited to the scope of work, schedule, and invoicing requirements outlined therein.
- Making reasonable accommodations to the schedules of the applicant and City staff.
- Complying with all applicable local, state, and federal laws and regulations, including but not limited to employment, labor, environmental, and construction.
- Communicating with City staff and applicant regarding status of lead risk assessment on applicants' property.
- Providing a written lead inspection report completed by the certified Lead Risk Assessor detailing date of inspection, address of assessed residence and specific locations inside residence tested for lead-based paint.
 - If assessment of existence, nature, severity, or location is required, completion of said assessment and provision of a written report of the results of the investigation and options for reducing lead-based paint hazards including a description of interim controls and/or abatement options is required.
 - If lead abatement is required, completion of clearance testing in conjunction with a Lead Firm certified as required in subsection 5, below, completing the abatement and provision of written report of such clearance to City staff.

5. Responsibilities of Lead Firm

- Submitting a proposal in adherence with the City's Request for Proposals.
- Producing a copy of current certification credentials as a Lead Firm by Texas Department of State and Health Services (DSHS) Environmental Lead Program as outlined in Texas Administrative Code Title 24, Section 295.211 as it exists or may be amended.
 - i. Producing a copy of current certification credentials for all certified staff employed by the Lead Firm-certified Lead Abatement Contractor that would be responsible for abatement work at the residence, at the point of bid and/or abatement work.
 - 1. Must include at minimum one employee who is a DSHS-certified Lead Abatement Supervisor who is employed at Lead Firm-certified Lead Abatement Contractor.

- ii. Maintaining updated copies of certification of new/returning employees that are employed by the Lead Firm-certified Lead Abatement Contractor.
- Entering into an agreement with the City to perform the work outlined in the proposal, if selected.
- Complying with the terms of the agreement with the City, including but not limited to the scope of work, schedule, and invoicing requirements outlined therein.
- Making reasonable accommodations to the schedules of the applicant and City staff.
- Complying with all applicable local, state, and federal laws and regulations, including but not limited to employment, labor, environmental, and construction.
- Developing, maintaining, and providing an Occupant Protection Plan as defined in Texas Administrative Code Title 25, Section 295.212, as it exists or may be amended, for residence lead abatement is located on to both City staff and resident.
- Communicating with City staff and applicant regarding status of lead abatement process on applicants' property.
- Ensuring lead abatement is conducted and completed according to Texas Administrative Code Title 25 Part 1, §295.212.
- Preparing and providing a written abatement report completed by a DSHS-certified Lead Abatement Supervisor to both City staff and applicant.

Program Limitations

The Program is not:

- A major rehabilitation Program. The Program is designed to respond to HVAC issues and related, necessary electrical work only.
- A remodeling service. Cosmetic updates are not part of the Program. City staff will involve homeowners in the repair, replacement, or initial install process, but the City has the final decision on all HVAC related work completed and all materials installed through the Program.
- An emergency repair Program. There is no guarantee of how long it will take to establish eligibility, select a contractor, and complete repairs, replacement, or initial installation.

Non-Discrimination

In accordance with HUD obligations under various laws, the City will not discriminate in housing or services directly or indirectly on the basis of race, color, religion, sex, national origin, familial status, or disability. The City will comply with HUD rules for recipients of federal financial assistance for Civil Rights-Related Program requirements (CRRPRs) that affect nearly every aspect of each Program. HUD's non-discrimination requirements are compiled from several different federal laws designed to protect each individual's right to fair housing and equal opportunity.

Sequence of Events

The following is an outline of the sequence of events for a Program application and project. All application files will be maintained according to HUD requirements using the application checklists (Appendix D).

Step 1- Application: All individuals will apply during the application period set by City staff through the City of Lewisville Neighborhood & Inspection Services Department. For a sample application and a full checklist of all documentation that can be utilized to qualify a potential applicant, see Appendix D.

City staff will review applications utilizing the scoring sheet (Appendix H) to ensure applicant eligibility and rank applications in accordance with eligibility and prioritization guidelines set forth herein. If an applicant or proposed project does not meet the Program eligibility requirements or if all available funding has already been committed to other applicants and projects for the then-current application period, the application will be denied and the applicant will be notified in writing.

Step 2- Determination of Scope of Work: After reviewing the application and verifying all documentation, City staff will contact the applicant using the contact information provided in the application for an on-site project evaluation appointment. If an applicant has not responded to initial staff outreach to schedule an on-site project evaluation appointment within 10 business days, their application will be automatically denied. During the on-site evaluation appointment, City staff will inspect the potential project, review any documentation with the applicant, and determine if the project is eligible for the Program. Following the on-site evaluation appointment, if the project is not determined to be ineligible, the City will coordinate with the applicant and a third-party consultant to schedule a time with the applicant to inspect the potential project and determine a Scope of Work for the project. This Scope of Work will be created using the selected consultant's Scope of Work form and will be used as the basis for the City's Request for Proposals. Following the creation of the Scope of Work, if City staff determines that the project is not eligible for the Program or that funding has already been depleted for the current application period by higher-priority projects, the application will be denied, and the applicant

will be notified in writing. If the project is determined to be eligible but funding for the current project year has been depleted, the applicant will be placed on an internal waitlist for the program. In the following program year, the applicant will be given preference for funding prior to new applicants if project and applicant remain eligible. In order to ensure continued eligibility, applicants will be required to submit a new application in order to participate in a subsequent program year as a waitlisted project. If project or applicant are no longer eligible the project will be taken off the internal waitlist and application will be closed. Waitlisted projects will maintain their original score, and all eligible waitlisted projects will be given priority over new applications based on their existing score. If a waitlisted project would have a higher score based on changed circumstances regarding disabled, elderly, or veteran household members, the higher score may be considered.

As part of the on-site project evaluation, the City will perform a HUD-required environmental review and, for projects that may affect painted surfaces in homes built prior to 1978, schedule a lead-based paint inspection and/or risk assessment, as discussed in greater detail in the "Lead-Based Paint" section, above. If the project is determined to be ineligible for the Program, the City will bear the cost of the environmental review and lead-based paint inspection and/or risk assessment. If the project is selected for the Program, these costs will be included in the overall project budget.

Step 3- Applicant Verification and Approval: City staff will meet with the applicant to discuss the proposed project, the Scope of Work, and what may or may not be eligible for the Program. If the applicant agrees to the terms of the Program and the Scope of Work, the applicant must sign and return the Program Participation Agreement provided in conjunction with these Program Guidelines and which may be amended by City staff as needed. The applicant has 10 business days from the date of meeting with staff to return the signed Program Participation Agreement to City Staff for City execution. Applicant and City staff must review and sign the Scope of Work Approval Form before the project may move forward to the following step in the project application process.

Step 4 – Selection of Contractor: City staff will open a request for proposals (RFP) including all approved projects. City staff will solicit and select the Contractor in accordance with City directives, applicable law, and HUD purchasing/contracting regulations, particularly as set forth in the federal Code of Regulations, Title 2, Part 200 (2 CFR Part 200), including a review of the excluded parties list (suspended and debarred contractors in the System for Award Management).

At this point in the process, City staff and applicants will know if their project will cost more than the maximum project budget limit. City staff will offer an opportunity for the applicant to apply for a variance to increase their project award amount. (See

“Projects Over Maximum Project Budget Limit” and “Variance from Maximum Project Budget Limit” sections, above, for more information on this process.)

Step 5 – Contractor Agreement: The City will enter into an agreement with the Contractor based on the RFP and the Contractor’s proposal. Such agreement shall include the Scopes of Work and any warranties provided by the Contractor for all funded projects, including but not limited to the one-year warranty required by this Program.

Step 6 – Project Commencement and Execution: City staff may execute change orders in writing if unforeseen issues are encountered on the project after work begins, as long as the project stays within maximum funding or receives a variance. The Contractor will not be paid for any work performed outside of the Contractor agreement, including but not limited to all included Scopes of Work, for which a change order has not been issued prior to the work being performed. In no event shall a change order cause a project to go over the \$15,000 maximum project budget limit without an approved variance from the maximum project budget limit as provided for in this Program. In no event shall a change order cause a dwelling to exceed the project funding maximum (with variance) of \$22,500.

Contractor will adhere to the terms and conditions of the agreement between the City and the Contractor.

In the event that the Project is damaged or destroyed during the course of the Project and the applicant receives insurance proceeds as a result of such damage or destruction, the applicant will be required to apply said proceeds to the repair of such damage or destruction.

Step 7 – Project Completion: Once the Contractor notifies the City that the project is completed, City staff will inspect the Project site to determine if the Project has been completed in accordance with the agreement between the City and the Contractor, including, but not limited to, the Project’s Scope of Work. Staff will document work through “after” pictures.

If City staff determines that the Project has not been completed in accordance with the agreement between the City and the Contractor, the City may require the Contractor to perform any additional work required for completion, in accordance with the agreement, until City staff is satisfied that the Project is complete, and, if required, a mechanical final has been issued by the City for the Project.

Once the City has determined that the Project has been completed in accordance with the agreement between the City and the Contractor and a mechanical final has been issued by the City for the Project, if required, the Contractor will be required to submit

a final invoice for the Project and execute and submit the General Contractor's Waiver and Release on Final Payment (Appendix F).

After City staff has determined that the Project is completed in accordance with the agreement between the City and the Contractor, including, but not limited to, the Project's Scope of Work, and a mechanical final has been issued by the City for the Project, if required, the applicant must sign and submit the City's Project Closeout Form (Appendix G). In the event that an applicant fails to sign and submit the City's Project Closeout Form to City staff within 10 business days from the date that City staff determines that the Project is completed in accordance with the agreement between the City and the Contractor, including, but not limited to, the Project's Scope of Work, City staff may accept the work and complete the payment to the Contractor per the Program requirements.

Step 8– Project Closeout: City staff will complete the staff portion of the City's Project Closeout Form (Appendix G). This information will summarize project information, so it can be found at a glance when projects are reviewed after completion. Following the City's completion of the City's Project Closeout Form, the City's involvement with the Project is complete.

Note: *The City may terminate the applicant's participation in the Program at any time in accordance with the terms of the Program Participation Agreement.*

Note: *It is the responsibility of the applicant to notify the Contractor directly of any problems that occur after project close-out and are covered under the provided one-year warranty. The City is not a party to the warranty.*

How to Apply For Assistance

Lewisville residents can apply for the Program by going to www.cityoflewisville.com/city-hall/city-departments/neighborhood-services

The Program is subject to availability of funds.

Applicants are subject to any future changes to Program guidelines.

Program guidelines are subject to change without notice.

Appendix A

May be updated annually by the City Manager or her designee without city council approval to remain in compliance with HUD income limits.

AREA MEDIAN FAMILY INCOME (AMFI)
DALLAS HUD METRO FMR AREA
2023 INCOME LIMITS
EFFECTIVE June 15, 2023

Household Size	Extremely Low 0-30% of Median	Low Income 30-50% of Median	Moderate 50-80% of Median	Middle Income Over 80%
1	\$21,700 or below	\$21,701 - \$36,100	\$36,101 - \$57,750	Above \$57,750
2	\$24,800 or below	\$24,801 - \$41,250	\$41,251 - \$66,000	Above \$66,000
3	\$27,900 or below	\$27,901 - \$46,400	\$46,401 - \$74,250	Above \$74,250
4	\$30,950 or below	\$30,951 - \$51,550	\$51,551 - \$82,500	Above \$82,500
5	\$33,450 or below	\$33,451 - \$55,700	\$55,701 - \$89,100	Above \$89,100
6	\$35,950 or below	\$35,951 - \$59,800	\$59,801 - \$95,700	Above \$95,700
7	\$38,400 or below	\$38,401 - \$63,950	\$63,951 - \$102,300	Above \$102,300
8	\$40,900 or below	\$40,901 - \$68,050	\$68,051 - \$108,900	Above \$108,900

Appendix B

Definition of Disability

Persons with Disabilities:

1. A person is considered to have a disability if the person has a Physical mental, or emotional impairment that
 - a. is expected to be of long-continued and indefinite duration;
 - b. substantially impedes his or her ability to live independently; and
 - c. is of such a nature that such ability could be improved by more suitable housing conditions.
2. A person will also be considered to have a disability if he or she has a developmental disability, which is a severe, chronic disability that
 - a. is attributable to a mental or physical impairment or combination of mental and physical impairments;
 - b. is manifested before the person attains age twenty-two;
 - c. is likely to continue indefinitely;
 - d. results in substantial functional limitations in three or more of the following areas of major life activity; self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, and economic self-sufficiency and
 - e. reflects the person's need for a combination and sequence of special interdisciplinary, or generic care, treatment, or other services that are lifelong or extended duration and are individually planned and coordinated.

Note: This is the definition of disability or disabling condition. The term "disability" will be utilized interchangeably with "disabling condition" throughout this document.

Appendix C

Eligible Project Details

- Heating and cooling equipment installed or repaired as part of the Program shall be sized in accordance with approved industry methodologies, and calculations shall be provided to City staff upon request. Equipment shall have an efficiency rating equal to or greater than the minimum required by federal law for our geographical location, which is 16 SEER. All equipment or parts used as part of this Program shall be new. Used or refurbished equipment is not eligible for installation under the Program.
- Where a new HVAC system is installed under the Program, a programmable thermostat capable of controlling the system on a daily schedule shall be included in the Project costs and installed with the new system.
- Air conditioning systems designed for use with R-22 or R-12 refrigerants are not eligible for repair under the Program. Systems must be designed for refrigerants that comply with federal regulations such as R-134a, R-407C, R410A, and R407A. The Program will cover replacement up to the maximum funding amount.
- Replacement and/or installation of ductwork and insulation are eligible.
- Repair to existing gas fired forced furnaces or replacement with a new gas furnace are not eligible for the Program unless the existing electrical service panel is not sufficient to meet the demands of a new electrical furnace, in which case the Director, who will consider the costs associated with upgrading the service panel versus repairing an existing gas fired forced furnace or replacing with a new gas furnace.
- Mini splits are HVAC units or systems under this Program and may be repaired or used as an HVAC unit or system replacement or addition if City staff determine that a mini split is the best option for the project financially.

Appendix D

Administrative Documents (Required)

- Completed Application
- Eligibility Release Form
- Certification of Principal Residence

Income (Applicant Dependent)

- Documentation for any type of income listed in the Application

Assets (Applicant Dependent)

- Checking Account Statement (6 months)
- Savings Account Statement (3 months)
- Other Asset Statements
- Whole Life Insurance Verification

Personal Information (Required)

- Driver's License or state-issued ID card
- Property Deed
- Proof of residency for co-applicants (Example: Bill in their name, mail received at address. Etc.)
- Proof of up-to-date payments, where applicable:
 - Property Tax
 - Mortgage Payments
 - Utilities: Electricity/Gas
 - Homeowner's Insurance
- Federal Flood Insurance as required under the Flood Plain Protection Act of 1973, 42 U.S.C. 4001 et. seq. (Only if home is within the current FEMA 100-year floodplain zone)

Appendix E

City of Lewisville

Minor Housing Rehab Program

Scope of Work Approval Form

City of Lewisville – Neighborhood Services Department
151 W. Church Street, P.O. Box 299002
Lewisville, TX 75029

SCOPE OF WORK APPROVAL FORM

APPLICANT NAME(S):

_____ / _____

APPLICANT SIGNATURE:

_____ / _____

DATE: _____

CITY REPRESENTATIVE: _____

CITY REPRESENTATIVE SIGNATURE: _____

DATE: _____

Any work outside of this approved Scope of Work shall not be considered part of the Minor Housing Rehab Program – HVAC Repair and Replacement for any purposes without a change order approved by the City and, if necessary, a variance, as provided for in the Program guidelines.

Appendix F

City of Lewisville

Minor Housing Rehab Program

General Contractor’s Conditional Waiver and Release of Payment

City of Lewisville – Neighborhood Services Department
151 W. Church Street, P.O. Box 299002
Lewisville, TX 75029

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

DATE: _____

APPLICANT(S):

_____, _____

ADDRESS:

CONTRACTOR:

PROJECT: _____

JOB NO.: _____

On receipt by the signer of this document of a check from _____ (maker of check) in the sum of \$_____ payable to _____ (payee or payees of check) and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any mechanic's lien right, any right arising from a payment bond that complies with a state or federal statute, any common law payment bond right, any claim for payment, and any rights under any similar ordinance, rule, or statute related to claim or payment rights for persons in the signer's position that the signer has on the property of _____ (owner) located at _____ (location) to the following extent: _____ (job description).

This release covers the final payment to the signer for all labor, services, equipment, or materials furnished to the property or to _____ (person with whom signer contracted).

Before any recipient of this document relies on this document, the recipient should verify evidence of payment to the signer.

The signer warrants that the signer has already paid or will use the funds received from this final payment to promptly pay in full all of the signer's laborers, subcontractors, materialmen, and suppliers for all work, materials, equipment, or services provided for or to the above referenced project up to the date of this waiver and release.

DATE: _____

CONTRACTOR/COMPANY NAME:

BY: _____

(Signature)

(Title)

SUBSCRIBED AND SWORN to before me this _____ day of _____,
20_____.

Notary

Stamp

NOTARY PUBLIC

Appendix G

City of Lewisville

Minor Housing Rehab Program

City's Project Closeout Form

City of Lewisville – Neighborhood Services Department
151 W. Church Street, P.O. Box 299002
Lewisville, TX 75029

Applicant(s) Name(s)	
Home/Work Site Address	

I affirm that the work specified in the Scope of Work has been completed at the property listed above, and that all repairs, replacements, or installations have been performed as provided for in the Program Participation Agreement. By signing below, I am acknowledging the completion of this project under the Minor Housing Rehabilitation Program – HVAC Repair and Replacement, accepting the work as finally completed, and acknowledging that the City's involvement with this project is complete. I understand that any issues or requests for repair after this point must be raised with the Contractor under the warranty provided.

Applicant Signature(s) & Date

----- STAFF USE ONLY -----

Building Permit Number(s)	
Final Inspection Date	___/___/____

City Staff Signature & Date

Appendix H

City of Lewisville

Minor Housing Rehab Program

Scoring Sheet

Last Name:	First Name:	
Co-Applicant Name:		
Address:		
	Potential Points	Points
Is this house located in a designated revitalization area (including but not limited to Small Area Plans, Consolidated Plans, Neighborhood Empowerment Zones, Opportunity Zones, etc.)? Yes No	5 pts.	
Is the homeowner or a member of the household 62 years or older? Yes No	10 pts.	

Does the homeowner or a member of the household meet the disability definition outlined in Appendix B to the application? Yes No	10 pts.	
Is the homeowner or a member of the household a veteran? Yes No	10 pts.	
Household Size: _____		
Annual Income: \$ _____		
Extremely Low	15 pts.	
Low	10 pts.	
Low-to-Moderate	5 pts.	
TOTAL	65 (max)	