



## Housing and Economic Development Department

P.O. Box 2570  
Waco, Texas 76702-2570  
254 / 750-5656  
Fax: 254 / 750-5604  
[www.waco-texas.com](http://www.waco-texas.com)

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March 10, 2017

Dear Citizen Organizations:

We are pleased to make available the City of Waco's Program Year 2017/2018 HOME Investment Partnerships Tenant-Based Rental Assistance (TBRA) Request for Proposal (RFP) Packet.

PY2017/2018, Prosper Waco is a top priority for the City of Waco and our affiliates. **Please pay special attention to pages 10-11, 14, 20 and Appendix H for information concerning Prosper Waco requirements.** We are releasing this RFP to allow interested TBRA prospects the opportunity to develop a project proposal within the guidelines of this RFP.

The original must be delivered or mailed to reach the address below **on or before 5:00 P.M., Central Standard Time, Wednesday, April 12, 2017.**

**City of Waco  
Housing and Economic Development Department  
300 Austin Avenue  
P.O. Box 2570  
Waco, Texas 76702-2570**

If you have any questions regarding this RFP, please contact Christy Plemons at [CPlemons@wacotx.gov](mailto:CPlemons@wacotx.gov) (254) 750-5443 or Mark Heitman at [MHeitman@wacotx.gov](mailto:MHeitman@wacotx.gov) (254) 750-5664.

We look forward to working with the TBRA subrecipients to improve the housing conditions and revitalize our neighborhoods.

Sincerely,

Melett R. Harrison  
Director of Housing and Economic Development  
City of Waco



**Program Year 2017/2018 HOME TBRA  
(Tenant-Based Rental Assistance)**

**Request for Proposal**

**Date of Issue:** **March 10, 2017**

**Deadline for Proposal Submission:** **April 12, 2017  
At 5:00 p.m. CST**

**NO APPLICATIONS WILL BE RECEIVED AFTER THE DEADLINE**

**Submit to:**

**City of Waco  
Housing and Economic Development Department  
300 Austin Avenue  
P.O. Box 2570  
Waco, Texas 76702-2570**



**Program Year 2017/2018 HOME TBRA  
Tenant-Based Rental Assistance  
REQUEST FOR PROPOSAL (RFP)**

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**Program Year 2017/2018 HOME TBRA  
Tenant-Based Rental Assistance  
REQUEST FOR PROPOSAL (RFP)**

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Appendix H:	Prosper Waco 2020 Initiative <ul style="list-style-type: none"><li>1. Prosper Waco Goals</li><li>2. Data Indicators Aligned to Prosper Waco Goals</li><li>3. Assessment for Alignment of Program Data with Prosper Waco Goals</li></ul>

# **I. General Information**

## **A. Introduction**

This manual is designed to assist you in implementing a HOME Tenant Based Rental Assistance (TBRA) program. It was prepared by City of Waco's Housing and Economic Development Department. It contains required administrative policies and procedures. Please note the HOME Final Rule takes precedence over anything written here. That document is available at the link below:

<http://hud.gov/offices/cpd/affordablehousing/lawsandregs/regs/finalrule.pdf>

The manual outlines policies, procedures and requirements that will be needed to implement a TBRA program. This process will begin upon successful grant award notification and contract execution by City of Waco.

City of Waco will monitor the performance of grant subrecipients based on the contents of this manual, the HOME Final Rule referenced above, and the individual program detailed in the grant application/contract. Grant recipients are urged to use the manual and to call the TBRA contract administrator with any implementation questions or concerns. This manual will be revised as regulations and requirements change. Only the most recent edition of the manual will contain the rules in effect at any time.

## **B. Background**

The HOME Program was signed into law as Title II of the Cranston Gonzalez National Affordable Housing Act in 1990, and has been amended several times by subsequent legislation. The federal HOME Investment Partnerships Program (HOME) was created to help produce housing opportunities for households that earn not more than 80% of Area Median Income (AMI). The intent of the HOME Program is to:

- Provide decent affordable housing to lower-income households,
- Expand the capacity of nonprofit housing providers,
- Strengthen the ability of state and local governments to provide housing,
- Leverage private-sector participation.

HOME funds are allocated by formula to state and local governments that are called Participating Jurisdictions or "PJs." PJs utilize the HOME funds for four main categories of housing activities:

- Homeowner rehabilitation and reconstruction
- Homebuyer assistance (acquisition & rehabilitation, new construction),
- Tenant-Based Rental Assistant (TBRA)

The HOME Program allows PJs to create flexible programs that provide rental assistance to program beneficiaries in order to enable them to rent market-rate units. These rental subsidies are known as "tenant-based rental assistance" or TBRA.

## C. What is TBRA – A Brief Overview

Tenant-Based Rental Assistance (TBRA) is a rental subsidy that Subrecipients can use to help individual households afford housing costs with rent and security deposits. There are several types of TBRA programs. The most common type provides payments to make up the difference between the amount that a household can afford to pay for housing and local rent standards. The Housing Choice Voucher Program is an example of a typical TBRA program.

**How TBRA is different: HOME TBRA programs differ from other types of HOME rental housing activities in three key ways:**

- TBRA programs help *program beneficiaries* (rather than subsidizing particular rental projects).
- The level of TBRA subsidy varies -- the level of subsidy is based upon the income of the household, the particular unit the household selects, and the Subrecipient's rent standard (rather than being tied to the Subrecipient's high and low HOME rents).

## D. General Request for Proposal (RFP) Information

The City of Waco awards HOME TBRA funds to governmental entities and private nonprofit agencies in City of Waco for the implementation of TBRA programs. In addition, non-stock, nonprofit corporations organized under Chapter 181, religious societies organized under Chapter 187 and housing authorities are eligible to apply. Funds are awarded through an annual Request for Proposal process (RFP) to provide rental assistance, in association with support services coordinated by the Subrecipient, to assist homeless persons and to prevent homelessness.

Programs must comply with all HOME regulations such as tenant occupancy and income requirements, unit and rent standards, and administrative performance. CITY OF WACO requires that participant's gross annual income, upon initial eligibility, must be at or below 60 percent of the area median income and populations served must be a priority of the local Continuum of Care (CoC).

All grant applications will be reviewed and scored. Those applications scoring the highest and meeting other established criteria will be recommended for approval. Upon receipt of approval, contracts will be generated.

Subrecipients are required to submit monthly reports indicating names, family size, income, etc. of new beneficiaries, expense reports, and other documents as required. Payments will be reimbursed through the receipt of these monthly reports.

The participating agency is subject to performance indicators, such as program participation levels, affirmative outreach efforts, and availability of suitable housing.

## E. General Administrative Structure

1. In order to receive HOME TBRA funds, the Subrecipient must commit to providing ongoing outreach to potentially eligible participants as well as supportive services to the participant household to facilitate success in achieving and maintaining housing stability within a twelve-month period of time.
2. A well-defined Administrative Plan must be developed and maintained. This plan must include:
  - Tenant Selection policies
  - Outreach and marketing policies
  - Waiting list administration policies

3. The primary contract for HOME TBRA administration will be between the City of Waco and an identified subrecipient.

The subrecipient will maintain primary responsibility for all issues of participant management, housing placement, tenant-landlord relations, assurance of all necessary certifications and verifications, program accountability, match and other required documentation.

4. Subrecipients must participate in TBRA trainings event or workshops.
5. The subrecipient must commit to using Heart of Texas Homeless Management Information System (HMIS). HMIS is a web-based database implemented to understand the scope of homelessness in the Heart of Texas, to improve service delivery to homeless persons, and to evaluate the effectiveness of service interventions. Subrecipients should participate in applicable HMIS trainings throughout the contract period.

## **II. Program Design**

### **A. Eligible Households/Target Populations:**

Subrecipients will define eligible households & target populations within the HOME guidelines and regulations. These populations to be served must also be targeted in the state of City of Waco Consolidated Plan <http://housing.wi.gov> and in the local Continuum of Care.

Households targeted for the HOME TBRA funds include homeless individuals with a disability and homeless families or households at risk of homelessness. Specifically, CITY OF WACO prioritizes target populations as follows:

- Homeless individual with a disability (especially mental illness) or homeless families with a member with a disability.
- Low-income individuals with a disability or families with a member with a disability who are at imminent risk of homelessness.
- Individuals or families who are chronically homeless or at risk of being chronically homeless
- Other special needs populations as targeted for assistance in grant application.
- 

### **B. PROSPER WACO's COLLECTIVE IMPACT INITIATIVE**

All applications must demonstrate a tie to at least one of the Prosper Waco's Initiative Goals. Refer to Appendix H. Please check below the Goal that your project meets. Also please provide additional details in the project narrative.

**The Prosper Waco Initiative Goals are:**

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**EDUCATION:** The Greater Waco community will build an environment that promotes lifelong educational attainment for all residents beginning at birth. The successful outcome



of our work will be a 15 percent increase in the number of area residents who complete a post-secondary degree or certificate that prepares them for a successful career and productive citizenship by 2020.

\_\_\_\_\_ **GOAL 1: *Kindergarten Readiness***

- ♦ Increase the percentage of Kindergarten-ready students by 50%.

\_\_\_\_\_ **GOAL 2: *Post-Secondary Success***

- ♦ Double the percentage of economically-disadvantaged students who complete a workforce certificate or college degree.

\_\_\_\_\_ **HEALTH:** McLennan County will reach the top quartile (60th or better) of Texas counties in Quality of Life, currently 187th, and Health Behaviors, currently 116th, in Robert Wood Johnson Foundation County Health Rankings by 2020.

\_\_\_\_\_ **GOAL 1: *Access to Care***

- ♦ Increase percentage of people covered by health insurance by 1% per year.
- ♦ Decrease percentage of people utilizing the ER as a source of primary care by 10%.

\_\_\_\_\_ **GOAL 2: *Obesity***

- ♦ Decrease the percentage of Waco-area adults and children considered overweight or obese by 5%.

\_\_\_\_\_ **GOAL 3: *Women's Health***

- ♦ Reduce disparities of poor birth outcomes by 50%.
- ♦ Increase percentage of women receiving annual preventative care by 10%.
- ♦ Reduce rate of teen pregnancy across all racial groups by 10%.

\_\_\_\_\_ **GOAL 4: *Mental Health***

- ♦ Decrease use of ER for mental health treatment by 25%.
- ♦ Improve “poor mental health days” component of RWJF rankings to Texas average.

\_\_\_\_\_ **FINANCIAL SECURITY:** At least 55% of Waco residents will live with income above 200% of the federal poverty level by 2020.

\_\_\_\_\_ **GOAL 1: *Employment***

- ♦ Increase employment of Waco residents ages 16-24 by 900 individuals.

\_\_\_\_\_ **GOAL 2: *Income***

- ♦ Increase median income of full-time workers by 10%.
- ♦ Increase median household income for all Waco residents by 10%.
- ♦ Decrease the number of Waco-area residents with incomes below 50% of the federal poverty level by 10%.

\_\_\_\_\_ **GOAL 3: *Wealth***

- ♦ Reduce the percentage of Waco-area households living without three months’ worth of savings if they were not able to work.
- ♦ More than 50% of Waco households will have a net worth above \$15,000.

### C. Eligible Activities

**Rental Assistance Programs** --The HOME rules are flexible regarding the types of TBRA programs that may be developed by Subrecipients. However, the kind of TBRA program a Subrecipient will administer will be outlined in the grant application, which is referenced in a contractual agreement. Any change in the type of assistance to be offered must be discussed with the TBRA contract administrator for consideration and a contract amendment must be issued and signed.

Allowable programs include:

- **Self-sufficiency programs**--Subrecipients may require HOME TBRA recipients to participate in self-sufficiency programs as a condition of rental assistance.
- **Targeted populations programs**--The Subrecipient may establish local preferences for special-needs groups within its city-wide program, or it may design a specific program that exclusively serves one or more special needs groups.

If TBRA is provided exclusively to persons with a particular special need, the need must be identified in the Consolidated Plan and align with Prosper Waco goals as an unmet need and the preference must fill the gap in benefits and services available to such persons.

### D. Ineligible Uses of TBRA Assistance

TBRA cannot be used to:

- Make commitments to specific owners for specific units/projects. Tenants must be free to use the assistance in any eligible unit.
- Pay for a rental unit that is owned by the Subrecipient.
- Assist resident owners of cooperative housing that qualifies as home ownership housing. TBRA may, however, be used by a tenant who is renting from a cooperative unit owner;
- Prevent displacement of, or provide relocation assistance to, tenants as a result of activities other than the HOME Program.
- Provide TBRA to homeless persons for overnight or temporary shelter. The HOME TBRA subsidy must be sufficient to enable the homeless person to rent a transitional or permanent housing unit that meets Housing Quality Standards (HQS).

### III. Summary of Key Processing Steps for Initial Lease-Up

#### A. Marketing and Outreach

##### Outreach to Eligible Households

The Subrecipient has an obligation to ensure that information about the program reaches the broadest possible range of potentially qualified applicants. To further fair housing objectives, the Subrecipient should identify those households “least likely to apply” and determine what special outreach activities will ensure that this population is fully informed about the program.

HOME TBRA must be affirmatively marketed to all qualifying members of the target population and/or special needs group identified in the grant application/contract. The Subrecipient’s marketing approach must address:

- (1) **how** the program will be announced (i.e., identify specific outreach and marketing strategies);
- (2) **where and for how long** applications will be taken (i.e., at one site or more);
- (3) **when** applications will be accepted (i.e., daily, during normal working hours or extended hours, for a specific time period, etc.); and
- (4) **what** method will be used for taking applications (i.e., in person, by mail).

##### Outreach to Prospective Owners

The willingness of owners to participate in the HOME TBRA program significantly affects the options and opportunities available to coupon holders (program beneficiaries). Subrecipients should conduct outreach to owners of rental property to stimulate their interest in the program. Mailing program notices to owners using tax or Public Housing Authority (PHA) records as sources, and participating in meetings of owner and realtor associations are often effective outreach methods.

Owners may be familiar with the Housing Choice Voucher program as their frame of reference. Subrecipient staff should be prepared to describe how the HOME TBRA program is similar to, and different from, the Housing Choice Voucher program. Some items for discussion might include:

- |                               |                                 |
|-------------------------------|---------------------------------|
| ▪ Rent limitations            | ▪ Who makes the payment         |
| ▪ Who receives rent payment   | ▪ Length of the contract        |
| ▪ How prompt will payments be | ▪ Lease and eviction provisions |

As an advocate for participating households, the Subrecipient must have a thorough understanding of state and local rental laws.

#### B. Application

All applications must be in writing on an appropriate form. The application includes information that enables the Subrecipient to determine household income and eligibility.

If long waiting lists are anticipated, Subrecipients may elect to use a short form of the application to

accept a preliminary application. Using this method, potentially eligible applicants are placed on the waiting list based upon the preliminary application. Nearer the time that an applicant would be selected from the list, the full application is completed, and more current information is used to verify eligibility.

Each application received must be reviewed for completeness and eligibility. Subrecipients may elect to fully determine eligibility at the time the household makes application. However, it is rare that households bring or provide sufficient documentation to confirm eligibility at the time of application. Generally speaking, Subrecipients will place the names of all applicants who are determined eligible on the waiting list.

If an applicant is determined to be ineligible, they must be notified of this in writing. The written notice must identify the reason(s) the household is ineligible and state that the applicant has 10 days from the date of the notice to request an informal review of the decision.

A tenant file must be created for each application. This file will ultimately contain, at minimum, the application, documentation of the household's eligibility, copies of program forms, unit information (lease/assistance contract, HQS Inspection) correspondence, etc. See Section 9 of this manual for a complete list of documents that are required to be in each client file.

### **C. Eligibility Determination**

Applicants are selected from the waiting list in the order established by the Subrecipient's Tenant Selection Policy. To determine a household's eligibility, the Subrecipient must verify:

- The household's eligibility status. Eligibility must be verified before the household receives assistance. If the applicant does not meet the eligibility criteria, the applicant's name is removed from the waiting list. If the applicant is determined ineligible, they must be notified in writing. The notice must identify the reason the applicant is ineligible and offer the opportunity for an informal review of the decision.
- The household's size and composition. This enables the Subrecipient to determine the unit size for which the household qualifies.
- Household income and adjustments to income. This enables the Subrecipient to determine if the household is income eligible, and to calculate the subsidy amount for which the household qualifies.

Verification of the information provided by the household can be accomplished through a variety of sources and documents. Income verification must be done through a third party. Verification is valid for 6 months.

### **D. Issuing Housing Coupon**

The issuance of a TBRA Housing Coupon authorizes the household to begin the search for housing. The initial coupon issuance period must be for a minimum of 60 days with the opportunity for up to two 30-day extensions, or one 60-day extension. The coupon period cannot extend past 120 days. The coupon is generally issued in person, during a counseling session with the household. It must be documented that the TBRA counseling session was conducted, the date of the counseling, and what was covered during this session.

## The TBRA Counseling Session

The purpose of the counseling is to ensure that the household:

- (1) understands its responsibilities, as well as those of the Subrecipient and the owner; and
- (2) has sufficient guidance to make an informed choice of housing.

The briefing must cover:

- a. Roles and responsibilities of the tenant, owner, and Subrecipient.
- b. Limitations on the rent the owner may charge (i.e., a description of rent reasonableness), including how utility allowances are used in this determination.
- c. Subsidy calculations, including how the Subrecipient and tenant shares will be calculated.
- d. Security deposit policy, including how much may be charged, who pays, and who receives any refund.
- e. Housing Coupon Issuance Period and Extension Policies.
- f. Guidance on selecting a unit, including HQS requirements and procedures for submitting the Request for Lease Approval/Rental Unit Information form. Beneficiaries should be counseled against signing any lease until the Subrecipient has approved the unit.
- g. Lead-Based Paint: HUD's consolidated lead-based paint regulations contain several important requirements for federal community development programs that fund housing. For more information see HUD's Office of Healthy Homes and Lead Hazard Control website:  
<http://www.hud.gov/offices/lead>.
- h. Fair housing information, including any search assistance that may be available, and the process for filing a complaint in the case of discrimination. The Subrecipient should consider maintaining a list of available properties to assist households in their search. However, if such a list is provided, the Subrecipient must make it clear that the Coupon Holder is free to choose units other than those on the list.
- i. Prohibited Lease Provisions/Lease Addendum: The lease must comply with the requirements in 24 CFR 92.253 (Tenant and Participants Protection). The Lease Addendum must be signed and dated by the tenant and landlord.

## E. REQUEST FOR UNIT APPROVAL

Once the household has located a unit and the owner has agreed to participate, the household and the owner jointly submit the Request for Unit Approval/Rental Unit Information form. This form provides essential information about the property (bedroom size, utility combination, proposed rent, ownership information). The submission of this document triggers the Subrecipient's inspection, rent negotiations and review of the owner's lease.

**Housing Quality Inspection:** Each unit must be inspected to confirm that it meets Housing Quality Standards (HQS). If the unit initially fails HQS, the owner may be given a reasonable amount of time to correct deficiencies, or the Coupon Holder may elect to look for another unit. A Housing Assistance Contract

with an owner must not be executed until the owner has made all repairs. (An exception may be made for corrections to defective exterior paint during the winter in climates where the weather makes this impossible.) The results of each inspection must be recorded on a HUD HQS inspection form, signed and dated and retained in the participant file.

**Rent Determination:** HOME TBRA programs must set a payment standard for each available unit size. The payment standard is intended to represent the cost (rent and utilities) in the service area of moderately priced units that meet HQS.

**Lease Review:** The Subrecipient must review the owner's lease to assure that it does not include any of the prohibited lease provisions. The Lease Addendum is required for all HOME TBRA-assisted units.

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**Housing Quality Inspection:** Each unit must be inspected to confirm that it meets Housing Quality Standards (HQS). If the unit initially fails HQS, the owner may be given a reasonable amount of time to correct deficiencies, or the Coupon Holder may elect to look for another unit. A Housing Assistance Contract with an owner must not be executed until the owner has made all repairs. (An exception may be made for corrections to defective exterior paint during the winter in climates where the weather makes this impossible.) The results of each inspection must be recorded on a HUD HQS inspection form, signed and dated and retained in the participant file.

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**Lease Review:** The Subrecipient must review the owner's lease to assure that it does not include any of the prohibited lease provisions. The Lease Addendum is required for all HOME TBRA-assisted units.

**Final Subsidy Calculation:** Once the unit has been approved, a final subsidy calculation is required to determine the tenant's share and assistance amount.

## **F. Execution of Documents**

The Lease Agreement and Lease Addendum are executed by and between the tenant and owner only. The Rental Assistance Contract is executed by and between the owner and Subrecipient on behalf of the tenant. Each Rental Assistance Contract should begin on the first of the month whenever possible.

## **G. PAYMENT BEGINS**

As with all HOME funds, TBRA funds must be drawn at least monthly to cover rental assistance payments. Many Subrecipients include special endorsement language on owner checks in which the owner acknowledges receipt of the funds, certifies that the payments received are correct and commits to return any excess amounts paid. Subrecipients must maintain their financial records in such a manner that is easily possible to summarize subsidy amounts provided by household and owner.

## **I V . Participant Eligibility and Selection**

### **A. Target Population:**

Subrecipients will define eligible households & target populations within the HOME guidelines and regulations. These populations to be served must also be targeted in the City of Waco Consolidated Plan and align with Proper Waco's goals.

Households targeted for the HOME TBRA funds include homeless individuals with a disability and homeless families or households at risk of homelessness. Specifically, City of Waco prioritizes target populations as follows:

- Homeless individual with a disability (especially mental illness) or homeless families with a member with a disability.
- Low-income individuals with a disability or families with a member with a disability who are at imminent risk of homelessness.
- Individuals or families who are chronically homeless or at risk of being chronically homeless
- Other special needs populations as targeted for assistance in grant application.

### **B. Written Tenant Selection Policy:**

Each Subrecipient must have a written Tenant Selection Policy that clearly specifies how beneficiaries will be selected to receive assistance. The Tenant Selection Policy must be made available to CITY OF WACO upon request. Participation (admission to the waiting list and receipt of program benefits) may be restricted to persons/households within the Subrecipient's identified target population as long as basic fair housing requirements are met.

If admission is restricted (targeted), the assistance must be made available to all persons who fall into the target population identified in the policy. Access to the waiting list and subsequent rental assistance cannot be limited to a particular facility, provider agency or service program. It can, however, be targeted to a particular category or class (i.e., households participating in transitional housing, family in wrap-around services, etc.). If there is only one facility, provider, or program providing these services/programs in the community, participants may be required to participate in that agency's program. If there is more than one, access cannot be exclusive to a specific facility or program. Although participants may be required to obtain services required to live independently, they must be free to choose where those services are provided.

#### **Requiring Continued Participation in Support Services:**

If housing assistance is targeted to participants requiring support services (i.e. case management, mental health, or AODA services etc.), continued participation in those services may be a condition for continued receipt of TBRA assistance only if it is:

- stated in the grant application/contract, Tenant Selection Plan and any other such program and marketing materials;
- directly related to the strategy for serving persons with special needs;
- applied to all participants (depending on their needs); and
- stated in any agreement between the program and the participant.

### C. Using a Waiting List:

The demand for rental assistance is usually far greater than available resources. The Subrecipient will place the names of all applicants who are apparently eligible on the waiting list. As a result, a waiting list must be maintained to ensure that households are selected for assistance in a fair and equitable manner. Applicants who are determined ineligible must be notified in writing of this decision and offered the opportunity to appeal the decision.

The Subrecipient has several options regarding maintenance of the waiting list. Identified below are several options the Subrecipient may want to consider when establishing its waiting list procedures:

- Order in which assistance is offered (i.e., approved preference selection policy based on aggregate needs, first come-first served; lottery, etc.)
- Length and time of waiting list (i.e., maintain list for a fixed period of time such as 6 months and then start over; accept applications for a fixed period of time and do not open again until all eligible applicants receive assistance; continuously take applications; etc.)
- Severity or intensity of need (criteria should be included in waiting list procedure)

The Subrecipient must document the date on which assistance was offered to all households to verify that the order of selection is consistent with the waiting list. The offer date must be recorded and placed in the applicant's file.

*Effect of HOME TBRA on household's status on publicly assisted waiting list:* The HOME statute requires that HOME TBRA recipients who have also applied for federally assisted housing (either project or tenant-based) retain, for the purpose of those waiting lists, any tenant selection preference for which they qualified at the time HOME TBRA was provided. This policy enables households to receive HOME TBRA without jeopardizing the opportunity to receive other housing assistance. **The Subrecipient should coordinate with local PHA(s) to assure that receipt of HOME TBRA will not affect the status of families on the PHA waiting lists.**

## V. Income and Rent Calculations

### A. CPD Income Eligibility Calculator

CPD's Income Eligibility Calculator, an interactive tool that makes determining the income eligibility and assistance amounts for beneficiaries of HOME and other programs easy to calculate. The subrecipient simply enters the requested data and this calculator will work behind the scenes to generate a summary of results for each beneficiary. Subrecipients must



then print out the summary and include it as part of the beneficiary's file. A link to the CPD Income Eligibility in here: <https://www.onecpd.info/incomecalculator/>

The Calculator is a tool to help a subrecipient calculate income, but it does not verify income. The Calculator should not replace the documentation collected by the subrecipient. The subrecipient must maintain all documentation and if using the Calculator, it is helpful to print out and maintain the summary documents generated in the Calculator for Annual Income, and as applicable Adjusted Income and Tenant Payments.

## **B. Income Limits, Definition of Annual/Adjusted and Verification Requirements:**

- a. Income limits are established by household size and revised annually by the U.S. Department of Housing and Urban Development (HUD). In order to be eligible, program participants' total Gross Annual Income must be at or below the applicable income limit as defined by Subrecipient, but not more than 60% of the area median income.
- b. Income must be verified by a third party before assistance is provided and re-examined at least annually thereafter. Gross and Adjusted Annual Income are calculated using the HUD definitions of income and allowances.
  - Income Limit at Admission: Household Gross Annual Income must be at or below 60 percent of the area median income.
  - Income Limit after Admission: Assistance must be terminated if the household's Gross Annual Income goes above 80 percent of the area median income at the end of one year of participation. The owner and the family must receive at least 30 days written notice of the termination.

## **C. Participant Contribution, Minimum Participant Contribution and Maximum TBRA Subsidy:**

- a. **Participant Contribution**: Participating households must pay a minimum of 30% of Adjusted Monthly Income towards rent and utilities.
- b. **Minimum participant Contribution**: Zero (i.e., family reports no income –  $30\% \times \$0 = \$0$ ) Some Subrecipients may have a policy that sets a minimum contribution standard for all beneficiaries. This must be outlined in the grant application and in program policies.
- c. **Maximum TBRA Subsidy**: The TBRA subsidy may not exceed the difference between the established HOME Rent Standard and Family Contribution identified above.

#### **D. Prohibition Against Duplicative Rental Assistance:**

Participating households cannot receive HOME TBRA if they are receiving rental assistance under another federal, state or local rental assistance program **IF** the HOME subsidy would result in duplicative subsidies. However, if another rental subsidy program does not provide assistance sufficient to lower a tenant's rental payment to 30 percent of their monthly adjusted income, HOME TBRA could be provided as supplemental assistance to further reduce the tenant's rent payment to 30 percent of monthly adjusted income.

#### **Blending of Funds**

There are options to blend funds. For example, other state or federal rental assistance funds could be used to pay for the first month's rent and then TBRA could be used for the ongoing subsidy. However, it is recommended that funds not be used in combination with other sources to pay for the same month's rent.

In addition, state and federal homeless funds should not be used to extend someone who has been given the maximum number of months of TBRA subsidy.

Plans to blend funds should be shared with your contract administrator.

#### **E. Rent Payment Standards**

HOME TBRA programs must set a payment standard for each available unit size. The payment standard is intended to represent the cost in the service area of moderately priced units that meet HQS.

If the payment standard is set too low in comparison to the actual cost of modest, standard housing in the community, coupon holders may be unable to find housing. If the payment standard is too high, the agency may provide more subsidy than is needed and therefore, not make the best use of HOME funds.

The HOME Program offers two choices for setting the payment standard:

1. The payment standard may be based upon the HUD Existing Housing Fair Market Rent (FMR). Using this method, the payment standard for each unit size may be no less than 80 percent of the published FMR and not more than the published FMR or HUD-approved community-wide exception rent in effect at the time. This method is attractive because it requires little market analysis on the part of the HOME recipient.
2. Because HUD's FMR market areas are quite large, the published FMR may be

dramatically high or low for a specific jurisdiction within the FMR area. For this reason, the HOME program offers a second option for establishing the payment standard. The payment standard may be established at any level (higher or lower than the FMR), based upon the applicant's own market analysis, and otherwise known as Rent Reasonableness. To exercise this option, the applicant must document the results of the market analysis. Please see the link to Rent Reasonableness Checklist in Appendix 1.

### **Subrecipient and Tenant Rent Contributions**

The maximum amount of subsidy the Subrecipient may provide to a family is the difference between 30% of the family's monthly adjusted income and the payment standard established by the Subrecipient for the size of unit the family will occupy. The Subrecipient's contribution toward rent may vary each year because the family re-locates, the rent on the unit increases or decreases, or the family's income changes.

The Subrecipient also must establish a minimum tenant rent contribution. If the Subrecipient is assisting a tenant with a very low-income, that contribution may be minimal.

If a Subrecipient contracts with a PHA to operate its program, it may wish to adopt the HUD housing certificate or voucher program rules. Under the certificate program, families pay a specified percentage of their income for housing, usually 30%, and a limit is set on what the owner can charge for rent.

Housing vouchers assume that the family will pay 30% of adjusted income, but do not limit the amount an owner can charge for rent. Vouchers limit only the subsidy amount and, therefore, a family may pay more than 30% of its income for rent. A tenant's contribution to rent may change each year as a result of changes in adjusted family income. HUD generally publishes area median incomes in January.

### **F. Calculating the Rental Subsidy**

One of the most important decisions the Subrecipient must make with regard to TBRA programs is how to calculate the tenant and Subrecipient contributions to rent.

Two important factors affect the Subrecipients (and the household's) payment:

- a) The family's income -- the lower the family's income, the higher the Subrecipients payment;
- b) The payment (rent) standard the Subrecipient establishes for each bedroom size; and

In addition, the subsidy depends upon the TBRA model selected by the Subrecipient. How to determine the subsidy under the different methods is discussed below.

## **Section 6: Subsidy Administration**

### **A. Nonrefundable Fees, Security Deposits, and Inventory Checklists:**

#### **1. Nonrefundable Fees**

Nonrefundable fees **cannot** be paid from TBRA program funds.

There may be charges in addition to the security deposit at the time tenancy begins. These charges may be reasonable and nonrefundable, such as a cleaning charge or fee for wall washing, carpet cleaning, drapery cleaning, pet fees, etc. A cleaning fee does not negate the obligation of the tenant to maintain the unit in a normal sanitary manner. These nonrefundable fees or charges are separate items from the security deposit and, as such, are not covered by the security deposit law. These nonrefundable fees cannot be paid for with TBRA funds.

#### **2. Using Program Funds to Pay for Security Deposits**

TBRA funds may be used to provide security deposit payments. A security deposit may be provided only **once** to any participating household. Whether or not the deposit is paid by the household or from program funds, the deposit, if applicable, must be returned to the tenant.

#### **3. General Information on Security Deposits**

A security deposit includes any money the tenant gives the owner beyond the first month's rent (except for specifically stated nonrefundable fees), whether or not the owner defines the money as a security deposit. State and local laws can be quite specific about the procedures governing deposits. This law assigns tenant and owner responsibilities the moment the lease is signed or a unit is occupied; knowing and following the procedures from the start prevents misunderstandings. It is important that the Subrecipient fully understands and assists the tenant in following the required procedures.

#### **4. Inventory Checklists and Major Tenant Responsibilities Regarding Security Deposits**

In order to protect the deposit and assure its return (whether or not program funds are used), the Subrecipient should assist the household to understand their responsibilities as summarized below:

- a. Complete an Inventory Checklist at the start of occupancy (within seven days of moving in);
- b. Give the owner a forwarding address within four days after moving

- out. If the tenant does not do this, the right to an itemized list of damages from the owner is forfeited. However, this requirement only applies if the owner has informed the tenant of this requirement in writing within 14 days after the tenant has moved in;
- c. Respond **in writing**, if he or she disputes the charges against the security deposit within 7 days of receipt of notice. It is a good practice to retain some type of proof of mailing.
  - d. Has a right to the refund of the security deposit if the owner does not send a list of damages within 30 days from the end of occupancy and does not file the case within 45 days from the end of occupancy.

## **B. Subrecipient Lease Review:**

The Subrecipient must review the owner's lease to assure that it does not include any prohibited lease provisions. The easiest way to accomplish this is to use the required Lease Addendum that nullifies any such provisions that exist in the owner's lease. This eliminates the need for an in-depth legal review of the owner's lease. In addition, the Lease Addendum includes key HOME program requirements that are not routinely included in private sector leases. To this end, the Lease Addendum is required for all HOME TBRA-assisted units.

## **C. Term of Lease:**

1. **Minimum Lease Term:** The initial term of the assisted lease should be for not less than 1 year or 12 months (unless by mutual agreement between the tenant and owner).
2. The term of the **TBRA Housing Assistance Contract** runs in conjunction with the term of the Lease. Length of TBRA assistance must be for one year (unless otherwise agreed upon) and may not exceed two years. (Second year assistance requires prior approval from City of Waco) The Contract, which is between the Subrecipient and the owner, automatically terminates on the last day of the term of the Lease.
3. **Maximum Lease Term:** No more than 2 years or 24 months. (Second year assistance requires prior approval from City of Waco)
4. **Notice to Terminate:** The Lease Agreement must require at least 30 days written notice to terminate.

The Lease Addendum, which is meant to protect the beneficiary, must be signed by the landlord and the tenant. In addition, the lease may not contain the following provisions:

- Agreement by the tenant to be sued or to admit guilt, or a judgment in favor of the owner in a lawsuit brought in connection with the lease;
- Agreement by the tenant that the owner may take, hold or sell the personal property of household members without notice to the tenant and a court decision on the rights of the parties (this does not apply to personal property left by the tenant after move-out);

- Agreement by the tenant not to hold the owner or its agents legally responsible for any action or failure to act, whether intentional or negligent;
- Agreement by the tenant that the owner may institute a lawsuit without notice to the tenant;
- Agreement that the owner may evict the tenant (or other household members) without a civil court proceeding where the tenant has the right to present a defense, or before a court decision on the rights of the tenant and the owner;
- Agreement by the tenant to waive a trial by jury;
- Agreement by the tenant to waive the tenant's right to appeal or otherwise challenge a court decision; or
- Agreement by the tenant to pay attorney fees or other legal costs, even if the tenant wins in court.

#### **D. Termination of Tenancy:**

The owner may evict the tenant following applicable state and local laws. The following are minimum standards outlining when participating owners may terminate tenancy or refuse to renew a lease. These minimum standards are included in the Lease Addendum to the Lease Agreement between the owner and participant and the corresponding Housing Assistance Contract between the owner and the Subrecipient.

During the term of the lease, the owner may only terminate the tenancy because of:

- a. Serious or repeated violation of the lease;
- b. Violation of federal, state, or local law that imposes obligations on the tenant in connection with the occupancy or use of the unit and the premises;
- c. Criminal activity; or
- d. Other good cause allowable by state and local law.

Other requirements should only be imposed if the Subrecipient has a specific reason for intervening in the tenant-landlord relationship. For example, since TBRA assistance is being used in conjunction with some other program (i.e., self-sufficiency, life-skills, etc.) in which the Subrecipient is providing additional counseling or support, the Subrecipient may want to consider requiring the owner to notify the Subrecipient BEFORE taking any termination action. At a minimum, the owner must provide the tenant with required written notice of the termination. The owner must notify the Subrecipient in writing when eviction proceedings are begun. This may be done by providing the Subrecipient with a copy of the required notice to the tenant.

Subrecipients must have written policies identifying how termination of tenancy will affect the participant's TBRA assistance. For example, if the household is evicted for cause, the Subrecipient's policy must identify whether assistance will also be terminated or whether the tenant may receive assistance in another unit.

## **Section 7: Unit Characteristics and Lease Provisions**

### **A. Eligible Units:**

TBRA participants may select units that are publicly or privately-owned. TBRA may **not** be provided to a family who proposes to rent a unit that receives project-based rental assistance through Federal, state or local programs, IF the HOME assistance would provide a duplicative subsidy.

### **B. Housing Quality Standards (HQS):**

TBRA assisted units must meet HUD Housing Quality Standards (HQS). The unit must pass an HQS Inspection prior to the effective date of the initial Housing Assistance Contract and corresponding lease executed and annually during the length of the TBRA assistance.

If a unit fails to pass an HQS inspection, the owner must be notified in writing of the specific deficiencies and the necessary corrective action. Owners should be given a reasonable period of time (i.e., 24 hours for emergency conditions or 30 days for less serious conditions) to correct the deficiencies.

### **C. Occupancy Standards/Subsidy Issuance/Size Determination:**

City of Waco has adopted occupancy standards that comply with HQS requirements and specify how the number of bedrooms needed by the household will be determined as related to both (1) determining the appropriateness of the actual unit size; and (2) calculating amount of TBRA rental assistance. The following basic standards can be modified to take into consideration specific household composition and circumstances (i.e., pending child custody cases, chronic illnesses, family member who is absent most of the time, etc.).

- a. General Issuance Size/Occupancy Standard Policy (i.e., criteria used to determine size of Housing Coupon and adequacy of actual unit):
  1. No more than two persons are required (or should) occupy a bedroom;
  2. Persons of different generations (i.e., grandparents, parents, children), persons of the opposite sex (other than spouses/couples) and unrelated adults are not required to share a bedroom;
  3. Children of the same sex (regardless of age) and couples living as husband and wife (whether or not legally married) must share the same bedroom for purpose of assigning the bedroom size on housing coupon;
  4. Unborn child may be considered for purpose of assigning the bedroom size on housing coupon.
  5. A live-in care attendant who is not a member of the family is not required to share a bedroom with another household member.
  6. Individual medical problems (i.e., chronic illness) sometimes require either separate bedroom for household members who would otherwise be required to share a bedroom or an extra bedroom to store medical equipment. (Note: Documentation supporting the larger sized unit and related subsidy is required.)
  7. In most instances, a bedroom is not provided for a family member who will be absent most of the time, such as a member who is away in the military. A larger size Housing Coupon may be issued for an absent family member if individual circumstances warrant.

- b. Occupancy standards are used to provide consistent criteria for determining the unit size for which the household is eligible and thus, the amount of assistance to be provided. Fair housing rules permit a household to select smaller units that do not create seriously overcrowded conditions. Participants may also select larger units at their own expense (i.e., TBRA subsidy will not cover the increased cost of a larger unit). In addition to the number of bedrooms, both the size of the unit and the size of the bedrooms should be considered when evaluating the individual circumstances of the family.
- c. The Subrecipient must annually re-examine the TBRA household's size and composition to determine whether its circumstances have changed. A household whose size or composition has changed may be required to find a unit that is suitable to its current circumstances.

## **Section 8: Ongoing Administration**

### **A. Denying and Terminating Assistance:**

The purpose of informal review procedures is to resolve applicant/participant disputes with the Subrecipient without legal action and, if applicable, to correct errors. In most circumstances when a decision affects eligibility or assistance, families must be notified of their right to an informal review.

The term applicant refers to a household who is applying for or whose name is on the waiting list; or whose name has been pulled from the waiting list but a Housing Assistance Contract has never been entered on their behalf. The term participant refers to a household whose Housing Coupon has been under contract at least once and is still active.

- a. Denial of Assistance (applies to Applicants only) may include any or all of the following:
  - 1. Refusal to place the applicant's name on a waiting list;
  - 2. Refusal to issue a Housing Coupon when the applicant's name reaches the top of the waiting list;
  - 3. Withdrawal of a Housing Coupon;
  - 4. Refusal to enter into a Housing Assistance Contract or approval an owner's lease; and
  - 5. Refusal to process requests to transfer Housing Coupon to alternative location outside of Subrecipient's jurisdiction.
- b. Termination of Assistance (applies to Participants only) may include any or all of the following:
  - 1. Refusal to enter into a new Housing Assistance Contract or approve an owner's lease;
  - 2. Refusal to issue a Housing Coupon;
  - 3. Terminating an existing Housing Assistance Contract; and
  - 4. Refusal to process requests to transfer Housing Coupon to alternative location outside of Subrecipient's jurisdiction.

### **B. Processing Requests for Rent Increases**

Typically owners offer leases that specify the rent for one year. Therefore, unless the initial rent negotiations were for the two-year period (very unlikely because this would also mean a two-year lease), most owners will request a rent increase at the end of the first year of the contract. The Addendum to Lease requires at least 60 days written notice to increase the rent. This allows the Subrecipient enough time to review and approve the requested increase (determine that the proposed rent is reasonable in comparison to rents charged for other comparable, unassisted units) **AND** provide



the tenant with the required 30 days written notice.

### **C. Moves and Termination of Tenancy**

Tenant may elect to move to another unit as permitted by the lease. The TBRA Rental Assistance Contract contains provisions that terminate the Subrecipient's agreement with the owner when the household moves out. To assure that TBRA subsidies are not paid on units no longer occupied by an eligible tenant, the lease agreement must require that the household provide a minimum of 30 days written notice of their plans to relocate to both the owner and Subrecipient.

A tenant who wishes to move may be issued another Housing Coupon following the procedures used to issue the original coupon.

### **D. HUD Section 3:**

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods. For additional information, click on the link below.

<http://www.hud.gov/offices/fheo/section3/Section3.pdf>

### **E. Minority and Women's Business Enterprises:**

There is a national policy to award a fair share of federal contracts to Minority Business Enterprises (MBE) and Women's Business Enterprises (WBE). Accordingly, Subrecipients are urged to take affirmative action to encourage contracting with such business enterprises. This is especially important if these businesses are located in the community.

Subrecipients must report on the contracts and subcontracts awarded to minority and women's business. The reports will enable CITY OF WACO to track the number and dollar amounts of CDBG contracts and subcontracts awarded to minority and women's businesses.

Each Subrecipient must maintain the appropriate records to document the numbers and types of contracts and subcontracts awarded (whether for construction, supplies, or services), the dollar value of each award, and the gender and ethnic/racial status of the management/ownership of the business.

Some specific voluntary actions a Subrecipient may take to promote the use of MBEs and WBEs are:

- a. Develop and maintain a reference file of MBEs and WBEs, including the type of work performed, which are routinely sent invitations to bid or requests for proposals.
- b. Develop a strategy to promote the use of MBEs and WBEs in the CDBG program. Include ways to encourage such use by contractors.
- c. Develop a procurement policy which provides that, where possible, contracts for work or supplies be obtained from MBEs or WBEs.
- e. Maintain a log of follow-up phone contacts and personal visits to MBEs and WBEs

## Section 9: Recordkeeping

### A. Client Files

The Subrecipient shall develop and maintain client files for each beneficiary. Links to examples of most of these forms can be found in Attachment 1 of this manual.

Files must contain the following minimum information:

- TBRA Activity File Checklist
- Original application
- Income verification including source documentation
- Original Adjusted Gross Income & Total Tenant Payment Worksheet
- Offer date must be documented
- Initial Housing Quality Standards (HQS) forms
- Documentation of compliance with rent reasonableness
- HOME Rental Coupon
- Signed and dated Lease
- Proof of disability (depending on targeted population)
- Request for unit approval
- Lead paint disclosure forms
- Housing assistance contract
- Lease agreement
- Lease addendum
- Regularly updated Case notes sufficient to explain beneficiary's history, eligibility and progress through the TBRA program.

*Files must be maintained for a minimum of five years.*

### B. Monthly Reporting:

The Subrecipient is required to submit monthly reports, which shall be received by City of Waco on or before the twentieth of each month and shall include information from the previous month. Required forms to be submitted include but may not be limited to the TBRA Funds Requisition and a list of clients with month of rent requested and amount. City of Waco reserves the right to require additional information or reports as needed.

### C. Record Retention:

All records pertaining to each fiscal year of HOME TBRA funds must be retained for five years after the period of rental assistance terminates.

## **APPENDIX A**



**HUD Income Guidelines for Program Year 2017/2018\***

<b>Family Size</b>	<b>Low Income (80% of MFI)</b>	<b>Very Low Income (50% of MFI)</b>	<b>Very Very Low Income (30% of MFI)</b>
8	\$55,350	\$34,600	\$20,750
7	\$52,000	\$32,500	\$19,500
6	\$48,650	\$30,400	\$18,250
5	\$45,300	\$28,300	\$17,000
4	\$41,900	\$26,200	\$15,700
3	\$37,750	\$23,600	\$14,150
2	\$33,550	\$21,000	\$12,600
1	\$29,350	\$18,350	\$11,000

\*New Income Guidelines for 2017/2018 were posted February 2017.

## **APPENDIX B**

## **FY2017 Rents for All Bedroom Sizes for Waco, TX HUD Metro FMR Area**

<b>Final FY 2017 FMRs By Unit Bedrooms</b>					
	<b>Efficiency</b>	<b>One-Bedroom</b>	<b>Two-Bedroom</b>	<b>Three-Bedroom</b>	<b>Four-Bedroom</b>
Final FY 2017 FMR	\$517	\$617	\$811	\$1,108	\$1,345

The FMRs for unit sizes larger than four bedrooms are calculated by adding 15 percent to the four bedroom FMR, for each extra bedroom. For example, the FMR for a five bedroom unit is 1.15 times the four bedroom FMR, and the FMR for a six bedroom unit is 1.30 times the four bedroom FMR. FMRs for single-room occupancy units are 0.75 times the zero bedroom (efficiency) FMR.

## **APPENDIX C**

RENT REASONABLENESS CHECKLIST AND CERTIFICATION

	Proposed Unit	Unit #1	Unit #2	Unit #3
Address				
Number of Bedrooms				
Square Feet				
Type of Unit/Construction				
Housing Condition				
Location/Accessibility				
Amenities				
Unit:				
Site:				
Neighborhood:				
Age in Years				
Utilities (type)				
Unit Rent				
Utility Allowance				
Gross Rent				
Handicap Accessible?				

CERTIFICATION:

A. Compliance with Payment Standard

Proposed Contract Rent + Utility Allowance = Proposed Gross Rent

Approved rent does not exceed applicable Payment Standard of

\$\_\_\_\_\_.

B. Rent Reasonableness

Based upon a comparison with rents for comparable units, I have determined that the proposed rent for the unit [ ] is [ ] is not reasonable.

Name:	Signature:	Date:
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## **APPENDIX D**



**CITY OF WACO**

**Housing and Economic Development Department**

Post Office Box 2570  
Waco, Texas 76702-2570  
254 / 750-5656  
Fax: 254 / 750-5604  
www.waco-texas.com

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**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION**

Project Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Project #: \_\_\_\_\_

**TO: CITY OF WACO  
HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT  
P.O. BOX 2570  
WACO, TX 76702-2570**

This certification is required or may be required by the regulations implementing Executive Order 12549. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). For further assistance in obtaining a copy of the regulations, contact the City of Waco General Services Department.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS)

(1) The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) certifies, by submission of this proposal that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal or State department or agency.

(2) Where the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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Company

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Printed Name and Title of Authorized Representative

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Signature

---

Date

## INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) is providing the certification.
2. The certifications in this clause are a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant (BIDDER/PROPOSER/ SUBRECIPIENT) knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) shall provide immediate written notice to the person to whom this bid/proposal is submitted if at any time the prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant (BIDDER/PROPOSER/SUBRECIPIENT) further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction, "without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

## **APPENDIX E**

## **DRUG-FREE WORKPLACE ACT CERTIFICATION**

1. Applicant certifies that it shall provide a drug-free workplace by:
  - (a) publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in the workplace is prohibited and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) establishing a drug-free awareness program to inform employees about:
    - (1) the dangers of drug abuse in the workplace;
    - (2) the company's policy of maintaining a drug-free workplace;
    - (3) any drug counseling, rehabilitation, and employee assistance programs that are available; and
    - (4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) making it a requirement that each employee to be engaged in the performance of the Agreement be given a copy of the statement required by paragraph (a).
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the Agreement, the employee shall:
    - (1) abide by the terms of the statement; and
    - (2) notify the employee's employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction;
  - (e) notifying City within ten (10) days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction;
  - (f) taking one of the following actions, within thirty (30) days of

receiving notice under subparagraph (d) (2), with respect to any employee so convicted:

- (1) taking appropriate personnel action against such an employee, up to and including termination; or
- (2) requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency;
- (g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. Applicant's headquarters are located at the following address. The addresses of all other workplaces, if any, shall be provided on an accompanying list.

Name:  
Street Address:  
City: Waco  
County: McLennan  
State: Texas  
Zip Code:

SIGNED BY:

---

Printed Name and Title of Authorized Representative

---

Signature Date

## **APPENDIX F**



**CITY OF WACO**  
**RELIGIOUS ORGANIZATION CERTIFICATION**

In addition to, and not in substitution for, other provisions of this agreement regarding the provision of Community Development Program activities pursuant to the HOME Investment Partnerships Program (HOME), the Contractor:

- 1) Represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes.
- 2) Agrees that, in connection with such community development activities and operational costs:
  - a. It will not discriminate against any persons seeking community development services and/or related services on the basis of religion or religious belief; and
  - b. It will not use HOME funds to support any inherently religious activities, such as worship, religious instruction, or proselytization.

---

Printed Name

---

Title of Authorized Representative

---

Signature

---

Date

## **APPENDIX G**



## INSTRUCTIONS FOR CONFLICTS OF INTEREST QUESTIONNAIRE [Form CIQ]

Chapter 176 of the Texas Local Government Code requires vendors who wish to conduct business or be considered for business with a city to file a "conflict of interest questionnaire." The Texas Ethics Commission (TEC) created the conflict of interest questionnaire (Form CIQ).

### **Who must complete and file CIQ form?**

Every vendor doing business with the City or seeking to do business with the City must complete Box 1 and sign and date in Box 4. Whether or not a conflict exists determines the other information to include on the form.

### **Who is a vendor?**

The term "vendor" includes a partnership, corporation or other legal entities, including those performing professional services. Partnerships or corporations act through individuals, but it is the partnership or corporation that is doing business with or seeking to do business with the City.

If the vendor seeking to do business with the City is a sole proprietorship, then just the name of the person who is the vendor is needed.

### **What triggers the requirement to file the Form CIQ?**

When a vendor (or an agent of the vendor) begins (1) contract discussions or negotiations with the city or (2) submits an application, quote, response to request for proposals or bids, or anything else that could result in an agreement (contract or purchase order) with the City, Form CIQ must be completed. Whether the vendor initiates the discussion or the City initiates the discussions, Form CIQ must be completed. The monetary amount or value of the contract/purchase does not matter. The contract or purchase may involve the sale or purchase of property, goods, or services with the City of Waco.

### **When does a conflict requiring disclosure exist? What has to be revealed?**

- A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with the City of Waco and the vendor:
  - (1) has an employment or other business relationship with an officer of the City of Waco, or a family member of an officer, that results in taxable income exceeding **\$2,500** during the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered; or
  - (2) has given an officer of the City of Waco, or a family member of an officer, one or more gifts with the aggregate value of more than **\$100** in the 12 month period preceding the date a contract/purchase is executed or a contract/purchase is being considered
  - (3) has a family relationship with an officer of the City of Waco.

### **What family relationships create a conflict?**

A "family member" is a person related to another person within the first degree by consanguinity (blood) or affinity (marriage), as described by Subchapter B, Chapter 573, Texas Government Code. The ending of a marriage by divorce or the death of a spouse ends relationships by affinity created by that marriage unless a child of that marriage is living, in which case the marriage is considered to continue as long as a child of that marriage lives.

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Texas Government Code.

**Who are officers of the City of Waco?**

Officers are the members of the Waco City Council, the City Manager, and any agent or employee who exercises discretion in the planning, recommending, selecting, or contracting with a vendor. An agent may include engineers and architects, as well as others, who assist the City in making a decision on some contract or purchase.

**When must a vendor file the conflict of interest questionnaire?**

No later than seven days after the date the vendor: (a) begins contract discussions or negotiations with the city, or (b) submits an application or response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with a city, or (c) becomes aware of an employment or other business relationship with an officer or family member of the officer that the vendor (i) has made one or more gifts of more than \$100 or (ii) has a family relationship with.

**How do I go about filling out the Conflict of Interest Questionnaire form?**

**Section 1:** Fill in the full name of the person or company who is trying to do business with the City. If the "person" is a corporation, partnership, etc., then it is the name of that corporation, partnership, etc., that is required on Form CIQ. If a sole proprietorship, then just the name of the individual is needed. If the "person" is an individual acting as an agent for some other person or a company, then it is the agent's name. **Any time an agent is involved, two FORM CIQs must be completed and submitted:** one for the agent, and one for the person or company that the agent acted for. The agent's FORM CIQ must note the vendor that the agent acted for.

**Section 2:** Check box if the form is an update to a form previously completed. Updates are required by the 7th business day after an event that makes a statement in a previously filed questionnaire incomplete or inaccurate. Updates are also required by September 1 of each year in which the person submits a proposal, bid or response to the City of Waco or begins contract discussions or negotiations with the City.

**Section 3:** Complete by listing the name of the City of Waco officer with whom there is an affiliation to or business relationship and check the "Yes" or "No" box in Section 3 A, B, or C. If there is more than one City officer with whom there is an affiliation or business relationship, a separate form should be completed for each officer.

3.A: State whether the officer named on the form receives or is likely to receive taxable income, other than investment income, from the vendor filing the questionnaire.

3.B: State whether the vendor receives or is likely to receive taxable income, other than investment income, from or at the direction of the officer named on the form AND the taxable income is not received from the City.

3.C: State whether the filer is employed by a corporation or other business entity with which the City officer serves as an officer or director or holds an ownership interest of 1% or more.

3.D: Describe each employment or business relationship with the local government officer named on the form.

**Section 4.** Person completing form must date and sign the form. If the form is being completed for a corporation, partnerships, etc., the person signing should be someone who is authorized to act on behalf of the corporation, partnership, etc.

**A signature is required in box #4 regardless of any other entry on the form.**

**A copy of Chapter 176 of the Texas Local Government Code can be found at:**

**<http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.176.htm>**

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

This includes the vendor name even if a conflict does not exist

1 Name of vendor who has a business relationship with local governmental entity.

Insert name of vendor seeking to do business with the City of Waco

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Insert name of officer with whom there is business, employment or family relationship. If no conflict, insert N/A.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

Complete A-C if a conflict exist

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes

☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

Identify and describe the relationship, if applicable

4

Signature required -- so sign and date, even if no conflict

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

**CONFLICT OF INTEREST QUESTIONNAIRE**  
For vendor doing business with local governmental entity

**FORM CIQ**

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1** Name of vendor who has a business relationship with local governmental entity.

**2** ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3** Name of local government officer about whom the information in this section is being disclosed.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 8/7/2015

## **APPENDIX H**





4901 Bosque Blvd., Suite 290  
Waco, Texas 76710  
Matthew Polk, PhD, MBA  
Executive Director  
(P): 254-741-0081  
(E): matthew@prosperwaco.org

## 2020 Initiative Goals

### Prosper Waco Mission

*To build an environment in which all members of our Waco community are able to measurably improve their education, health, and financial security.*

## EDUCATION

**OVERARCHING:** The Greater Waco community will build an environment that promotes lifelong educational attainment for all residents beginning at birth. The successful outcome of our work will be a 15 percent increase in the number of area residents who complete a post-secondary degree or certificate that prepares them for a successful career and productive citizenship by 2020\*.

### **GOAL 1: Kindergarten Readiness**

- Increase the percentage of Kindergarten-ready students by 50 percent over the current baseline.

### **GOAL 2: Post-Secondary Success**

- Double the percentage of economically-disadvantaged students who complete a workforce certificate or college degree.

## HEALTH

**OVERARCHING:** McLennan County will reach the top quartile (60th or better) of Texas counties in Quality of Life, currently 187th, and Health Behaviors, currently 116th, in Robert Wood Johnson Foundation County Health Rankings by 2020.

### **GOAL 1: Access to Care**

- Increase percentage of people covered by health insurance by 1 percent per year.
- Decrease percentage of people utilizing the ER as a source of primary care by 10 percent.

### **GOAL 2: Obesity**

- Decrease the percentage of Waco-area adults and children considered overweight or obese by 5 percent.

### **GOAL 3: Women's Health**

- Reduce disparities of poor birth outcomes+ by 50 percent.
- Increase percentage of women receiving annual preventative care by 10 percent.
- Reduce rate of teen pregnancy across all racial groups by 10 percent.

### **GOAL 4: Mental Health**

- Decrease use of ER for mental health treatment by 25 percent.
- Improve "poor mental health days" component of RWJF rankings to Texas average.

## FINANCIAL SECURITY

**OVERARCHING:** At least 55 percent of Waco residents will live with income above 200% of the federal poverty level^ by 2020.

### **GOAL 1: Employment**

- Increase employment of Waco residents ages 16-24 by 900 individuals, thereby decreasing unemployment by 50 percent.

### **GOAL 2: Income**

- Increase median income of full-time workers by 10 percent.
- Increase median household income for all Waco residents by 10 percent.
- Decrease the number of Waco-area residents with incomes below 50 percent of the Federal Poverty Level by 10 percent.

### **GOAL 3: Wealth**

- Reduce the percentage of Waco-area households living below the liquid asset poverty rate to the Texas average (~50 percent).
- More than 50 percent of Waco households will have a net worth above \$15,000.

\*: Measured by assessment adopted by local ISDs

+: Pre-term deliveries and low birth weight

^: \$48,500 for a family of 4



## Financial Security

**Employment:** Increase employment of Waco residents ages 16-24 by 900 individuals, thereby decreasing unemployment by 50 percent

Outputs	Outcomes
<ul style="list-style-type: none"> <li>How many people aged 16-24 started your program?</li> <li>How many program participants were employed or enrolled in school at the beginning of the program?</li> <li>What were the wages of the employed individuals at the beginning of the program?</li> <li>How many people completed the program? How many certificates were awarded through the program?</li> </ul>	<ul style="list-style-type: none"> <li>How many individuals secured jobs after completing your program?</li> <li>What were the wages of the individuals who secured jobs?</li> <li>How many individuals were employed at 6mos? 12mos? 24 mos?</li> <li>How many individuals entered or re-entered a post-secondary degree or workforce certificate program after completing your program?</li> </ul>

**Income:** Increase median income of full-time workers by 10 percent; Decrease the number of Waco-area residents with incomes below 50 percent of the Federal Poverty Level by 10 percent

Outputs	Outcomes
<ul style="list-style-type: none"> <li>How many people with incomes at or below 50% of the FPL started your program?</li> <li>What were the wages for each person who started the program?</li> <li>How many people completed the program?</li> <li>How many certificates were awarded? What other documentation of increased job skills did participants earn?</li> </ul>	<ul style="list-style-type: none"> <li>How many of the program participants held employment after completing the program?</li> <li>How many participants earned a new job at a higher salary after completing the program?</li> <li>What were the wages of each person 6 months after completing the program? At 12 mos? At 24 mos?</li> </ul>

**Wealth:** Reduce the percentage of Waco-area households living below the liquid asset poverty rate to the Texas average (~50 percent); More than 50 percent of Waco households will have a net worth above \$15,000

Outputs	Outcomes
<ul style="list-style-type: none"> <li>How many people started/completed your program?</li> <li>How many people were provided education related to savings and/or asset building?</li> <li>How many people accessed banking services (checking/savings account) and/or reduced their dependence on predatory loans?</li> </ul>	<ul style="list-style-type: none"> <li>How many increased their savings after completing the program?</li> <li>How many people increased their net worth after completing the program? For those who purchased homes, what is the projected impact on the net worth of homeownership?</li> <li>What is the savings amount and net worth of program participants after one year?</li> </ul>



### Assessment for Alignment of Program Data with Prosper Waco Goals

This form will allow service organizations, City of Waco staff, and Prosper Waco staff to assess the degree to which data from various programs reflect each program's contribution toward the goals established by the Prosper Waco steering committees. See the attached summary of the measurable goals included within the Prosper Waco initiative. Also see the attached document of the questions that program providers can ask to generate data that reflects the program outputs and outcomes that are aligned with the Prosper Waco goals.

**Outputs:** work done by the program (e.g., # of people served, # of services performed, etc.)

**Outcomes:** measurable changes in the lives of program participants (e.g., # of participants obtaining jobs, participants' post-program income level, # of participants securing health coverage, etc.)

---

**Name of Organization:**

**Name of Program:**

**Prosper Waco goal(s) to which program is aligned:**

**Outputs that program is currently reporting to City:** (see attached document for examples)

–include either types of outputs (e.g., number of people served) or actual data

1)

2)

3)

4)

## **EVALUATION CRITERIA FOR PROPOSALS**

**Items that may be considered during the evaluation phase include, but are not limited to, the following:**

1) What is the project match or leveraged funds relative to the amount requested?

(P20-N) (7 pts)

- Comments: \_\_\_\_\_  
\_\_\_\_\_

2) What is the total amount requested per unit or beneficiary? (P15-10) (6pts)

- Comments: \_\_\_\_\_  
\_\_\_\_\_

3) To what extent does the project meet the City's Strategic Intent (Housing)? (P15-A8) (6 pts)

- Comments: \_\_\_\_\_  
\_\_\_\_\_

4) Is the project feasible with the proposed budget? (P18-G) (6 pts)

- Comments: \_\_\_\_\_  
\_\_\_\_\_

5) Is there an unmet need for this service? (P15-A11 (4 pts)

- Comments: \_\_\_\_\_  
\_\_\_\_\_

6) To what extent does the agency have the capacity to successfully complete this project? (P15-A12) (6 pts)

- Comments: \_\_\_\_\_  
\_\_\_\_\_

7) Describe your involvement with the Prosper Waco initiative and to what level of participation in steering committees/working groups. To what extent does the project build financial, health, and educational capacity of the beneficiary(ies)? (P15-A4) (8 pts)

- Comments: \_\_\_\_\_  
\_\_\_\_\_

8) To what extent does the project promote mixed income neighborhoods? (P15-A5) (7 pts)

- Comments: \_\_\_\_\_

9) To what extent does the project complement and enhance the existing neighborhood(s)?  
(P15-A6) (7 pts)

- Comments: \_\_\_\_\_  
\_\_\_\_\_

10) To what extent has the agency been involved in successful collaborations? (P15-A7) (7 pts)

- Comments: \_\_\_\_\_  
\_\_\_\_\_

11) Will the project be funded, completed and sold by 9/30/2017? (P15-A9) (6 pts)

- Comments: \_\_\_\_\_  
\_\_\_\_\_

12) If reoccurring applicant, what has your track record been in the City? (P15-A13) (4 pts)

- Comments: \_\_\_\_\_  
\_\_\_\_\_

13) If in a revitalization area (CDBG), what other investments are there? (Parks, sidewalks, lighting, etc.) (P15-A14) (8 pts)

- Comments: \_\_\_\_\_  
\_\_\_\_\_

14) If in a high opportunity area (not CDBG-but in high performing schools) What other investments are there? (P15-A15) (8 pts)

- Comments: \_\_\_\_\_  
\_\_\_\_\_

15) Please provide the Prosper Waco Assessment and evidence of written acceptance from Prosper Waco staff. (P15—A16) (10 pts)

- Comments: \_\_\_\_\_  
\_\_\_\_\_