



Town of Poetry, Texas

Agenda

Special Town Council Meeting

Wednesday, March 18, 2026

Poetry Town Hall

5671 County Road 323, Poetry TX 75160

5:30 pm



A. Call to Order

Roll Call for Quorum

Pledge of Allegiance

Invocation

Persons wishing to speak on any posted Workshop or Regular Agenda item may do so when the individual item is opened for consideration by the Council. Speakers will be limited to (3) minutes. If a translator is needed, the speaker may be given up to (4) minutes. Sign up is required in advance either in-person prior to the start of the meeting or by emailing your request/comments to speak@poetrytexas.org at least 24 hours prior to the start of the meeting.

B. Items of Community Interest

Pursuant to Section 551.0415 of the Texas Government Code, the Town Council may report on the following items: 1) expression of thanks, congratulations, or condolences; 2) information about holiday schedules; 3) recognition of individuals; 4) reminders upcoming Town Council events; 5) about community events, and 6) announcements involving an imminent threat to public health and safety.

1. None.

C. Regular Agenda (item sponsor)

1. Establish Poetry Town Council (Mayor & Councilmembers) as the Selection Review Committee for the Grant Administrator RFP and Grant Engineering Services RFQ proposals.(grant # CDV25-0425) (Mayor)

We are required to have a selection review committee with at least 3 members, one of which must be a town official. Establishing the Council and Mayor as the committee meets this requirement. There can be no potential conflicts of interest with any of the individuals, firms, or agencies under review.

2. Review and Score Grant Administrator RFP Proposals to select top candidate. (grant # CDV25-0425) (Mayor)

We will consider all of the RFP proposals received and select a finalist to consider awarding the role to. If more time is needed, we will continue this process at our March 19, 2026 Regular Meeting.

3. Review and Score Grant Engineering Services Provider RFQ Proposals to select top candidate. (grant # CDV25-0425) (Mayor)

We will consider all of the RFQ proposals received and select a finalist to consider awarding the role to. If more time is needed, we will continue this process at our March 19, 2026 Regular Meeting.

D. General Public Comments

Comments are limited to three (3) minutes. If a translator is needed, the speaker may be given up to four (4) minutes. Sign up is required in advance either in-person prior to the start of the meeting or by emailing your comments to speak@poetrytexas.org at least 24 hours prior to the start of the meeting. The Texas Open Meetings Act restricts council members from discussing items not posted on the agenda. Action or responses to your remarks by council members (if not a posted agenda item) are limited to either a statement of fact or recitation of an existing policy or a proposal to place the subject on the agenda for a future meeting.

E. Adjournment

Note: The Town Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code, Chapter 551, including Sec. 551.071 (private consultation with the attorney for the Town); Sec. 551.072 (purchase, exchange, lease, or value of real property); Sec. 551.074 (personnel or to hear complaints against personnel); Sec. 551.076 (deployment, or specific occasions for implementation of security personnel or devices); and Sec. 551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.

Note: Disabled persons requiring special assistance are requested to notify the Town of Poetry 24 hours in advance of the meeting by calling the Mayor at 214-704-1593.

I certify that the above Notice of the Meeting and Agenda was posted at 5671 CR 323 Poetry, Texas on Wednesday, March 11, 2026 by 5:30 pm and online at poetrytexas.org.



Mike Jaffe, Mayor



TxCDBG Program Overview

History

The CDBG program is governed by [Title I of the Housing and Community Development Act of 1974](#) (the Act) and Federal regulations at [24 CFR 570, Subpart I](#). The introduction of the CDBG program in 1974 signaled a move away from individual categorized federal development assistance programs towards the block grant model, which gives communities broad latitude in using funds for a variety of development activities. The Omnibus Budget Reconciliation Act of 1981 authorized states to administer the CDBG programs.

CDBG Objectives

The primary objective of the Community Development Block Grant program is to develop viable communities by providing decent housing and suitable living environments, and expanding economic opportunities principally for persons of low- to moderate-income.

To achieve these goals, the CDBG regulations outline the eligible activities and the National Objectives that each activity must meet. As a recipient of CDBG funds, the state is charged with ensuring that these HUD requirements are met. Specifically, the state is responsible for assuring the US Department of Housing and Urban Development that each project it funds meets one of three National Objectives: Benefit low-and moderate income persons; Aid in the prevention or elimination of slums or blight; or meet a need having a particular urgency, which represents an immediate threat to the health and safety of residents.

In line with the federal objectives, the state administers its CDBG programs according to the following goals: Improve public facilities to meet basic human needs, principally for low- and moderate-income persons. Improve housing conditions, principally for persons of low- and moderate-income. Expand economic opportunities by creating or retaining jobs, principally for low- and moderate-income persons. Provide assistance and public facilities to eliminate conditions hazardous to the public health and of an emergency nature.

Primary Beneficiaries

All projects funded through the CDBG program typically meet the first national objective (benefit low- and moderate-income persons) by benefiting at least 51 percent low- to moderate-income persons, which are defined as those who earn equal to or less than 80 percent of the area median family income figure (where the area is a metropolitan statistical area or a non-metropolitan county) or Earn equal to or less than less than 80 percent of the statewide non-metropolitan median family income figure, as defined under the US Department of Housing and Urban Development Section 8 Housing Assistance Program. For income eligibility in your area, please review the most recent Income Limits document.

Some projects funded through the CDBG program may meet the second national objective of aiding in the prevention or elimination of slum or blight while the remainder of CDBG projects will fall under the third national objective. The third national objective includes activities designed to meet community development needs having a particular urgency, which the CDBG Program applies to Disaster Relief and Urgent Need Fund projects.

Program Administration

The state of Texas administers its CDBG programs in accordance to funding rules and regulations set by HUD. Each year the state submits an Action Plan for the next fiscal year. The Action Plan describes the methods that will be used for distributing funds among the various CDBG programs, including award amounts per program, application selection process, etc. Once HUD approves the Action Plan it becomes codified into the Texas Administrative Code.

The Tx)CDBG program then makes applications available in accordance with each program's funding cycle. Applications received for competitive funding programs are reviewed and scored using program-specific criteria and procedures.

Once awards are made from the CDBG program, contracts are executed between the department and the grantee. The grantee, through their local officials, and the grantee begins the implementation of their proposed project. To guide grantees in the implementation of their projects, the grantees follow the CDBG Project Implementation Manual. The Manual describes the methods and procedures a grant recipient uses to administer the CDBG contract, and includes relevant forms. This document covers the entire process.

Funding



Every year, the US Department of Housing and Urban Development provides federal Community Development Block Grant funds directly to states, which, in turn, provide the funds to small, rural cities with populations less than 50,000, and to counties that have a non-metropolitan population under 200,000 and are not eligible for direct funding from HUD. These small communities are called "non-entitlement" areas because they must apply for CDBG dollars through the Texas CDBG program. Larger cities, such as Dallas, Houston and others, receive CDBG monies directly from HUD, and are called "entitlement" areas.

Program Links:

[Fair Housing in Texas](#)

[TxCDBG Current \(2024\) Funding Breakdown](#)

[Success Stories](#)

[Eastern Kerr County Wastewater Story](#)

[Access TDA-GO!](#)

[Texas Homeland Security](#) | [Texas Veterans Portal](#) | [Texas.gov](#) | [TRAIL State Search](#) | [Where the Money Goes](#) | [Report Fraud](#)
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ADMINISTRATION/PROFESSIONAL SERVICES AND ENGINEERING SERVICES

PUBLIC NOTICE

The Town of Poetry plans to apply for the 2025-2026 Texas Community Development Fund from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA) under application number CDV25-0425 to support eligible TxCDBG activities. Accordingly, the Town is separately soliciting (A) proposals from qualified Professional Grant Administrators for Application Preparation and Project Administration and (B) qualifications from Texas-Registered Engineers to provide engineering services associated to Application Preparation and Project Implementation, if awarded a TxCDBG contract.

Please submit a PDF formatted electronic copy of your proposal of services and a statement of qualifications for the proposed services to the address below:

Town of Poetry

Attn: Town Secretary

5671 County Road 323

Terrell, TX 75160

secretary@poetrytexas.org

Proposals shall be received by the Town no later than 3 PM (CT), Tuesday, March 17, 2026. The same firm will not be awarded contracts to provide both services. The Town reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises, Veteran Business Enterprises, and Women Business Enterprises are encouraged to submit proposals.

The Town of Poetry is an Affirmative Action/Equal Opportunity Employer.

NCTCOG

Applicant	Priority	Poverty	Match	Previous Funding	ENV Score	PCR Score	EXT Score	DEOB Score	Total Score	Tie Breaker
<i>Dawson</i>	50	20.0000	50	60	5	5	3	7	200.0000	\$ 45,268.00
<i>Millsap</i>	50	17.2107	50	60	5	5	3	7	197.2107	\$ 55,000.00
<i>Stephenville</i>	50	17.1910	50	60	5	5	3	7	197.1910	\$ 48,088.00
<i>Corsicana</i>	50	15.5069	50	60	5	5	3	7	195.5069	\$ 49,353.00
<i>Wolfe City</i>	50	15.3983	50	60	5	5	3	7	195.3983	\$ 46,378.00
<i>Erath County</i>	50	14.3879	50	60	5	5	3	7	194.3879	\$ 59,654.00
<i>Navarro County</i>	50	14.3145	50	60	5	5	3	7	194.3145	\$ 56,261.00
<i>Chico</i>	50	12.7556	50	60	5	5	3	7	192.7556	\$ 65,845.00
<i>Cleburne</i>	50	11.9545	50	60	5	5	3	7	191.9545	\$ 60,929.00
<i>Greenville</i>	50	11.5907	50	60	5	5	3	7	191.5907	\$ 60,510.00
<i>Hunt County</i>	50	10.6488	50	60	5	5	3	7	190.6488	\$ 66,885.00
<i>Scurry</i>	50	10.3695	50	60	5	5	3	7	190.3695	\$ 58,932.00
<i>Bardwell</i>	50	9.8196	50	60	5	5	3	7	189.8196	\$ 50,455.00
Ferris	50	9.7003	50	60	5	5	3	7	189.7003	\$ 62,036.00
Lone Oak	50	9.3643	50	60	5	5	3	7	189.3643	\$ 62,344.00
Cottonwood	50	8.5112	50	60	5	5	3	7	188.5112	\$ 102,250.00
Paradise	50	7.2920	50	60	5	5	3	7	187.2920	\$ 54,167.00
Alvarado	50	6.9763	50	60	5	5	3	7	186.9763	\$ 86,083.00
Crandall	50	6.7940	50	60	5	5	3	7	186.7940	\$ 101,829.00
Forney	50	5.8775	50	60	5	5	3	7	185.8775	\$ 102,107.00
Ovilla	50	3.7004	50	60	5	5	3	7	183.7004	\$ 109,130.00
Poetry	50	2.1450	50	60	5	5	3	7	182.1450	\$ 121,413.00
Lucas	50	0.9966	50	60	5	5	3	7	180.9966	\$ 205,288.00
Celeste	50	20.0000	50	40	5	5	3	7	180.0000	\$ 45,500.00
Garrett	50	13.2923	50	40	5	5	3	7	173.2923	\$ 60,625.00
Richland	50	12.7840	50	40	5	5	3	7	172.7840	\$ 23,563.00
Kerens	50	15.7722	50	40	2	5	3	7	172.7722	\$ 44,444.00
Strawn	50	15.8990	50	40	4	5	0	7	171.8990	\$ 46,780.00
Blue Ridge	50	18.4893	50	40	4	0	0	7	169.4893	\$ 75,167.00
Frost	50	9.1442	50	40	5	5	3	7	169.1442	\$ 78,000.00
Italy	50	7.4512	50	40	5	5	3	7	167.4512	\$ 55,650.00
Milford	50	16.5527	50	40	5	5	0	0	166.5527	\$ -
Alma	50	3.9274	50	40	5	5	3	7	163.9274	\$ 83,333.00
Palmer	50	6.7471	50	40	0	5	0	7	158.7471	\$ 81,310.00
Krugerville	0	0.9101	50	60	5	5	3	7	130.9101	\$ 122,500.00
Pilot Point									0.0000	
Quinlan									0.0000	
Tolar									0.0000	

Grey (*italics*) : Award funded in 2025 CDV application cycle
 Light Blue: Estimated funding range for 2026 CDV
 Pink: Application not eligible for funding

1. Funding range for 2026 CDV is an estimate based on the 2025 appropriation. As such, this information is preliminary and should NOT be considered a commitment to funding.
2. Applicants invited to submit Project Applications (Phase 2) will receive official notification from TDA.
3. Formal award is contingent upon the timely submission of a complete and eligible Project Application.

RESOLUTION 2024-11-01 R

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF POETRY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE COMMUNITY DEVELOPMENT FUND.

WHEREAS, the Town Council of the Town of Poetry, Texas, desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of the Town of Poetry to apply for funding under the Texas Community Development Block Grant Program;

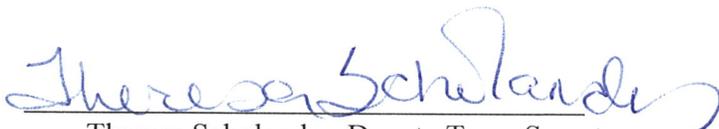
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF POETRY, TEXAS:

1. That a Texas Community Development Block Grant Program application for the Community Development Fund is hereby authorized to be filed on behalf of the Town with the Texas Department of Agriculture, and to be placed in competition for funding under the Community Development Fund.
2. That the Town of Poetry commits to dedicating no less than 51% of grant funds for activities identified by the state planning region as First Priority.
3. That all funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.
4. That the Town of Poetry is committing to provide (5% of \$750,000) or up to \$37,500 in matching funds toward the application's activities, with the specific usage and funding source to be determined prior to any award of grant funding.

Passed and approved this 21st day of November, 2024.



Tara Senkevech, Mayor


Theresa Scholander, Deputy Town Secretary



Application Guide – Project Application

TxCDBG Application Process Update

TDA has recently implemented a two-stage application process:

- **Community Application:** an initial application was submitted containing basic information required to determine a community’s TxCDBG eligibility and to calculate scores for competitive grants. No project-specific commitments were required for this stage.
- **Project Application:** Applicants whose Community Applications score within funding range have been invited by TDA to submit a Project Application with complete project information.

Timeline of Application Process

Applicants must adhere to the following timeline. Failure to meet these milestones may result in disqualification of the Project Application.

Task/Step	Date to Complete
Community Application	
TDA released Community Application	September 18, 2024
Adopted local governing body resolution(s)	December 9, 2024
Submitted TDA-GO Community Application	December 9, 2024
Project Application	
TDA invites highest scoring communities to complete Project Applications <i>TDA staff available to discuss project feasibility and application requirements</i>	February 13, 2026
Project Application Kick-off Webinar	February 19, 2026
Administration and engineering services recommended to be awarded	March 1, 2026
Publicize notice of public hearing	March 25, 2026
Conduct public hearing	March 31, 2026
Submit Basic Project Information for TDA Approval	March 31, 2026
Complete Project Application forms in TDA-GO	--
Publish notice of application availability	May 10, 2026
Adopt revised local governing body resolution, if additional matching funds commitments are required	May 15, 2026
Submit application in TDA-GO	May 15, 2026
Submit FMS, MSR-A, MSR-E reports in TDA-GO	July 15, 2026
TDA review of Project Application	May – Oct 2026
Award Kick-Off Meetings and Site Visits	Oct – Dec 2026
Anticipated Grant Award date	November 2026
Anticipated Grant Agreement start date	February 1, 2027

March 6, 2026

Re: Proposed Contract Funding for the 2025-2026 Texas Community Development Fund

Dear Grant Administration Service Provider:

Attached is a copy of the Town of Poetry Request for Proposals for Grant Administration services. These services are being solicited to assist the Town of Poetry in its application and administration of a contract, if awarded, from the 2025-2026 Texas Community Development Fund of the Texas Community Development Block Grant Program of the Texas Department of Agriculture (TDA) under application number CDV25-0425. The Town will be applying for such funding to support eligible activities in the Town of Poetry.

The submission requirements for this proposal are also included on the attached Request for Proposals (RFP) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a PDF formatted electronic copy of your proposal of services and statement of qualifications to:

Town of Poetry
Attn: Town Secretary
5671 County Road 323
Terrell, TX 75160
secretary@poetrytexas.org

The deadline for submission of proposals is 3 PM (CT) on the Tuesday, March 17, 2026. The Town of Poetry reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Texas Grant and Contract Management Standards.

The Town of Poetry is an Affirmative Action/Equal Opportunity Employer.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Jaffe", written in a cursive style.

Mike Jaffe, Mayor

RFP for Administration/Professional Services For Grant Contract Implementation

The Town of Poetry is seeking to enter into a services contract with a competent administration/management firm//professional service provider to assist the Town in the application preparation and overall management of a 2025-2026 Texas Community Development Block Grant (TxCDBG) application from the Texas Department of Agriculture (TDA) under application number CDV25-0425 for eligible TxCDBG activities. The following outlines the request for proposals.

- I. Scope of Work - The professional administration/management firm/consultant to be hired is to provide contract-related management services to the Town of Poetry, including but not limited to the following areas:
- Application Preparation
 - Project Management
 - Financial Management
 - Environmental Review
 - Real Property Acquisition/ URA
 - Construction Management
 - Fair Housing/Equal Opportunity
 - Housing rehabilitation/affordable housing (if applicable)
 - Audit/Contract Close-out Assistance

Please specify actual tasks to be performed under each of these categories.

- II. Statement of Qualifications - The Town is seeking to contract with a competent professional administration/management firm/consultant that has had experience in grants/contracts administration. Specifically, it is seeking those consultant(s) or firm(s) with the following qualifications:
- Related experience in managing federally-funded local public works construction projects
 - Related Experience / Background with specific project type
 - Certified Administrator of TxCDBG Program by TDA
 - Consultant/Firm is not debarred or suspended from the Excluded Parties List System (EPLS) in the System for Award Management (SAM) www.Sam.gov .

As such, please provide within your proposal a list of referrals from past local government clients, as well as resumes of all employees who will or may be assigned to provide technical assistance to the Town on this project if your firm is awarded this management services contract.

- III. Proposed Cost of Services - Please provide your cost proposal to accomplish the scope of work by category outlined above and for any additional activities required. The proposed budget must include all costs that are necessary to successfully complete this project. Please note that the Town of Poetry will not use lowest/best bid as the sole basis for entering into this contract.

- IV. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	30
Work Performance	30
Capacity to Perform	20

Proposed Cost 20

Total 100

- V. Deadline for Submission – Please submit a PDF formatted electronic copy of your proposal of services and a statement of qualifications for the proposed services.
- I. Proposals must be received no later than 3 PM (CT) on Tuesday, March 17, 2026 at the following address:

*Town of Poetry
Attn: Town Secretary
5671 County Road 323
Terrell, TX 75160
secretary@poetrytexas.org*

DISCLAIMER: This sample draft document was developed for TxCDBG grant projects and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to insure that it is in compliance with any appropriate local, state and federal laws applicable.

Sample Contract

ADMINISTRATION/PROFESSIONAL SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, by and between the *City of* _____, hereinafter called the "City", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "the Contractor", acting herein by _____.

WITNESSETH THAT:

WHEREAS, the *City of* _____ desires to [*implement/construct/etc.*] the following: _____ [*describe project*] under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture; and Whereas the City desires to engage _____ to render certain [*professional /administration*] services in connection with this TxCDBG Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Contractor will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Contractor shall commence on _____ . In any event, all of the services required and performed hereunder shall be completed no later than _____ .

3. Local Program Liaison - For purposes of this Contract, the [*e.g. Mayor, City Manager*] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City's TxCDBG contract with TDA.

5. Retention of Records - The Contractor shall retain all required records for three years after the City makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$_____. Payment to the Contractor shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City and its agency members from and against any and all claims, costs, suits, and damages, including attorneys’ fees, arising out of the Contractor’s performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the TxCDBG contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
8. Miscellaneous Provisions
 - a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.
9. Extent of Agreement
This Agreement, which includes Parts I-IV, [*and if applicable*, including the following exhibits/attachments: represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both the City and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
(Local City Official)

(Printed Name)

(Title)

BY: _____
(Contractor’s Authorized Representative)

(Printed Name)

(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services: *(choose contracted services)*

A. Application Preparation

1. Application development assistance including Scope of Work (SOW), budget, and schedule.
2. Coordinate responses to TDA requests for information (RFI).
3. Provide assistance regarding feasibility and effectiveness.
4. Coordinate workshops and meetings related to the development and submission of the application.
5. Conduct public outreach, if applicable (e.g. advertising, public meetings).
6. Perform such other work as may reasonably be associated with pre-award support of projects.

B. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the City personnel on implementation of project and regulatory matters.
4. Assist in the procurement of professional consulting engineering services through the request for proposal process, if applicable, and as required by the TxCDBG regulations.
5. Furnish the City with necessary forms and procedures required for implementation of project.
6. Assist the City in meeting all special condition requirements that may be stipulated in the contract between the City and TDA.
7. Prepare and submit to TDA documentation necessary for amending the TxCDBG contract.
8. Conduct re-assessment of environmental clearance for any program amendments.
9. Prepare and submit quarterly reports (progress and minority hiring).
10. Prepare Financial Information Report or the City.
11. Establish procedures to document expenditures associated with local administration of the project.
12. Provide guidance and assistance to the City regarding acquisition of property:
 - Submit required reports concerning acquisition activities to TDA;
 - Establish a separate acquisition file for each parcel of real property acquired;
 - Determine necessary method(s) for acquiring real property;
 - Prepare correspondence to the property owners for the City's signature to acquire the property or to secure an easement; and
 - Assist the City in negotiation with property owner(s).
13. Maintain TxCDBG Property Management register for any property/equipment purchased or leased.
14. Serve as liaison for the City during any monitoring visit by staff representatives from either TDA or the U.S. Department of Housing and Urban Development (HUD).

C. Financial Management

1. Assist the City in proving its ability to manage the grant funds to the state's audit division.
2. Assist the City in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals and ledgers.
3. Assist the City in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to TDA.
4. Prepare all fund drawdowns on behalf of the City in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file back-up documentation.

6. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.
7. Assist the City in establishing procedures to handle the use of any TxCDBG program income.

D. Environmental Review

1. Prepare environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required re-assessment of environmental assessment.
5. Prepare Request for Release of Funds and certifications to be sent to TDA.

E. Acquisition

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for City-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist City in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to TDA.

F. Construction Management

1. Establish procedures to document expenditures associated with local construction of the project (if force account is applicable).
 - Assist City in determining whether and/or what TxCDBG contract activities will be carried out in whole or in part via force account labor.
 - Assist City in determining whether or not it will be necessary to hire temporary employees to specifically carry out TxCDBG contract activities.
 - Assist City in maintaining adequate documentation of personnel, equipment and materials expended/used and their costs.
2. Assist City in documenting compliance with all federal and state requirements related to equal employment opportunity.
3. Assist City in documenting compliance with all federal and state requirements related to minimum wage and overtime pay requirements.
4. Provide assistance to or act as local labor standards officer. Notify TDA in writing of name, address, and phone number of appointed labor standards compliance officer.
5. Request wage rates from TDA.
6. Provide sample TxCDBG contract documents to engineer.
7. Advertise for bids.
8. Make ten-day call to TDA.
9. Verify construction contractor eligibility with TDA.
10. Review construction contract.
11. Conduct pre-construction conference and prepare minutes.
12. Submit any reports of additional classification and rates to TDA.
13. Issue Notice of Start of Construction to TDA.
14. Review weekly payrolls, including compliance follow-ups. Conduct employee interviews.
15. Process change orders approved by City and the project engineer and submit to TDA prior to execution with the construction contractor.
16. Obtain Certificate of Construction Completion/Final Wage Compliance Report and submit to TDA.
17. Provide general advice and technical assistance to City personnel on implementation of project and regulatory matters.

G. Fair Housing / Equal Opportunity

1. Assist the City in developing, implementing and documenting new activities to affirmatively further fair housing during the contract period.
2. Maintain documentation of all project beneficiaries by ethnicity and gender.
3. Assist with the development and administration of the Citizen Participation Plan per 24 CFR Part 91, including grievance procedures.
4. Assist with Section 3 requirements per 24 CFR Part 135.
5. Prepare all Section 504 requirements per 24 CFR Part 8.
6. Provide all applicable equal opportunity provisions and certifications for inclusion in bid packet.
7. Ensure adoption of Excessive Force provision per 24 CFR Part 91.
8. Ensure the adequate publication of required notices.

H. Relocation

1. Prepare and submit local relocation guidelines to TDA for approval.
2. Assist City in identifying individuals to be relocated and prepare appropriate notices.
3. Interview relocatees and identify assistance needs.
4. Maintain a relocation record for each individual/family.
5. Provide education/assistance to relocatees.
6. Inventory local available housing resources and maintain a referral list.
7. Issue appropriate notices to relocatees.
8. Ensure that all payments are made in a timely manner.

I. Rehabilitation of Private Property

1. Prepare and submit local rehabilitation guidelines to TDA for approval.
2. Assist City in establishing escrow account and obtaining TDA approval.
3. Develop outreach and necessary application processing/verification forms.
4. Screen applicants.
5. Prepare work write-ups and cost estimates.
6. Issue Notice to Proceed to construction contractor(s).
7. Conduct interim/final inspections, process final contract documents, and maintain a record of beneficiaries.
8. Maintain client files following TDA requirements.

J. Audit / Close-out Procedures

1. Prepare the final Project Completion Report, including the General Report, Recipient Beneficiary Report, Final Financial Interest Report, and any required documentation regarding citizen participation/equal rights/fair housing and Certificate of Completion.
2. Assist City in resolving any monitoring and audit findings.
3. Assist City in resolving any third party claims.
4. Provide auditor with TxCDBG audit guidelines.

**PART III
PAYMENT SCHEDULE**

City shall reimburse (Contractor) for management/administrative services provided for completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone / Task	% of Contract Fee
• Establishment of Recordkeeping System	5%
• Completion of Environmental/Special Conditions Clearance	15%
• Completion of all Acquisition Activities	10%
• Completion of the Bid/Contract Award Process	15%
• Labor Standards Compliance/Completion of Construction	15%
• Comply with EEO / Fair Housing Requirements	10%
• Program and Financial Management	20%
• Filing of all Required Close-out Information	10%
Total	<hr/> 100%

NOTE: Percentages of payment listed here are guidelines based on management services typically provided. The payment schedule should be tied directly to the actual Scope of Work identified in Part II - Administrative Scope of Services. Localities may also opt to reimburse Professional Services Contracts on an hourly basis.

PART IV TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City, be turned over to the City and become the property of the City. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of contract by the Contractor, and the City may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the City.
City may at any time and for any reason terminate Contractor's services and work at City's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. Changes. The City may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time*

limits, or any other item of concern to the parties.] If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
 - a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City.
 - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City thereto; Provided, however, that claims for money by the Contractor from the City under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City.
7. Reports and Information. The Contractor, at such times and in such forms as the City may require, shall furnish the City such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Contractor shall insure that the City maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The City shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the City harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the City and no other officer, employee, or agent of the City, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
- c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689). The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
16. Section 109 of the Housing and Community Development Act of 1974. The Contractor shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 Rehabilitation Act of 1973, as amended. The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
 - (c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
 - (d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.
 - (e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

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 is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer 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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;
or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Administration/Professional Services Rating Sheet

Grant Recipient _____
 Name of Respondent _____
 Evaluator's Name _____

TxCDBG Contract No. _____
 Date of Rating _____

Experience -- Rate the Respondent of the Request For Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Related Experience / Background with federally funded projects	10	_____
2. Related Experience / Background with specific project type (housing rehabilitation, acquisition of property, coordination with regulatory agency, etc.)	5	_____
4. Certified Administrator of TxCDBG Program by TDA	5	_____
5. References from current/past clients	10	_____
Subtotal, Experience	30	_____

Work Performance

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Submits requests to client/TDA in a timely manner	5	_____
2. Responds to client/TDA requests in a timely manner	5	_____
3. Past client/TDA projects completed on schedule	5	_____
4. Work product is consistently of high quality with low level of errors	5	_____
5. Past client/TDA projects have low level of monitoring findings/concerns	5	_____
6. Manages projects within budgetary constraints	5	_____
Subtotal, Performance	30	_____

Capacity to Perform

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Qualifications of Professional Administrators / Experience of Staff	5	_____
2. Present and Projected Workloads	5	_____
3. Quality of Proposal/Work Plan	5	_____
4. Demonstrated understanding of scope of the TxCDBG Project	5	_____
Subtotal, Capacity to Perform	20	_____

Proposed Cost

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
A = Lowest Proposal \$ _____		
B = Bidder's Proposal \$ _____		
A ÷ B X 20 equals Respondent's Score	20	_____

TOTAL SCORE

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	30	_____
<input type="checkbox"/> Work Performance	30	_____
<input type="checkbox"/> Capacity to Perform	20	_____
<input type="checkbox"/> Proposed Cost	20	_____
Total Score	100	_____

March 6, 2026

Re: Proposed Contract Funding for the 2025-2026 Texas Community Development Fund

Dear Grant Engineering Service Provider:

Attached is a copy of the Town of Poetry's Request for Qualifications for preliminary and design engineering services. These services are being solicited to assist the Town of Poetry in its application and project implementation of a contract, if awarded, from the 2025-2026 Texas Community Development Fund of the Texas Community Development Block Grant Program of the Texas Department of Agriculture (TDA) under application number CDV25-0425 The Town will be applying for such funding to support eligible activities in the Town of Poetry.

The submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a PDF formatted electronic copy of your proposal of services and statement of qualifications to:

*Town of Poetry
Attn: Town Secretary
5671 County Road 323
Terrell, TX 75160
secretary@poetrytexas.org*

The deadline for submission of proposals is 3 PM (CT) on Tuesday, March 17, 2026 The Town of Poetry reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Texas Grant and Contract Management Standards.

The Town of Poetry is an Affirmative Action/Equal Opportunity Employer.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Jaffe", written in a cursive style.

Mike Jaffe, Mayor

Request for Qualifications (RFQ) for Engineering Services For Application Preparation and Grant Implementation Services

The Town of Poetry is seeking to enter into an engineering services contract with a state-registered engineer to assist the Town in the application preparation and project implementation of a 2025-2026 Texas Community Development Block Grant (TxCDBG) application from the Texas Department of Agriculture (TDA) under application number CDV25-0425 for eligible TxCDBG activities. The following outlines this request for qualifications.

I. Scope of Work - The engineering contract will encompass all project-related engineering services to the Town of Poetry, including but not limited to the following:

- Application preparation;
- Preliminary and final design plans and specifications;
- Preparation of the bid packet;
- Conduct all field testing and inspections (interim and final); and
- Other special services.

Please specify actual tasks to be performed under each of these categories.

II. Statement of Qualifications - The Town is seeking to contract with a competent engineering firm, registered to practice in the State of Texas, that has had experience in the following areas:

- Municipal construction including but not limited to water/wastewater infrastructure, street improvements, and drainage improvements projects;
- Registered and in good standing as a professional engineer per the Texas Engineering Practice Act;
- Federally-funded construction projects; and
- Projects located in this general region of the state.
- Engineer/Firm is not debarred or suspended from participating in federal or federally assisted projects in the System for Award Management (SAM) www.SAM.gov.

As such, please provide within your proposal a list of past local government clients, as well as resumes of all engineers that will or may be assigned to this project if you receive the engineering services contract award.

Also, please provide a copy of your current certificate of insurance for professional liability.

III. Evaluation Criteria - The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	<u>15</u>
Total	100

- IV. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.
- For costs of architectural/engineering (A/E) professional services, negotiations must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(b)(2)(iv) and Texas Government Code § 2254.004)
- V. Deadline for Submission - Please submit a PDF formatted electronic copy of your proposal of services and a statement of qualifications for the proposed services no later than 3 PM (CT) on Tuesday, March 17, 2026 at the following address:

*Town of Poetry
Attn: Town Secretary
5671 County Road 323
Terrell, TX 75160
secretary@poetrytexas.org*

DISCLAIMER: This sample draft document was developed for TxCDBG grant projects and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to ensure that it is in compliance with any appropriate local, state and federal laws applicable.

Sample Contract ENGINEERING SERVICES

PART I AGREEMENT

THIS AGREEMENT, entered into this ____ day of _____, by and between the CITY/COUNTY OF _____, hereinafter called the "City"/"County", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "Firm," acting herein by _____.

WITNESSETH THAT:

WHEREAS, the City/County of _____ desires to [implement/construct/etc.] the following: _____ [describe project] under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City/County desires to engage _____ to render certain engineering services in connection with the TxCDBG Project, Contract Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on _____. In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Agreement, the [e.g. City Manager/County _____] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.
 6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$_____. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.
 7. Indemnification – The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney’s fees, arising out of the Firm’s performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.
 9. Miscellaneous Provisions
 - a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.
 - b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
 - c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
 - d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
 - e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.
 10. Extent of Agreement

This Agreement, which includes Parts I-V, [*and if applicable*, including the following exhibits/attachments: _] represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.
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IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____
 (Local City/County Official)

 (Printed Name)

 (Title)

BY: _____
 (Firm/Contractor's Authorized Representative)

 (Printed Name)

 (Title)

PART II
SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:

SCOPE OF SERVICES

1. Attend preliminary conferences with the City/County regarding the requirements of the project.
 2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the TxCDBG project and, if applicable, furnish to the City/County:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
 3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City/County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City/County's representative in connection with any such services.
 4. Prepare railroad/highway permits.
 5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City/County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within _____ days of execution of this Agreement.
 6. Furnish the City/County copies of the preliminary report, if applicable (additional copies will be furnished to the City/County at direct cost of reproduction).
 7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
 8. Furnish the City/County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
 9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
 10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City/County an updated written Estimate of Probable Costs for the Project.
 11. Make 10-day call to confirm prevailing wage decision.
 12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
 13. Conduct bid opening and prepare minutes.
 14. Tabulate, analyze, and review bids for completeness and accuracy.
 15. Accomplish construction contractor's eligibility verification through www.SAM.gov.
 16. Conduct pre-construction conference and prepare copy of report/minutes.
 17. Issue Notice to Proceed to construction contractor.
 18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.
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19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the City/County during construction; issue to contractors all instructions requested by the City/County; and prepare routine change orders if required, at no charge for engineering services to the City/County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City/County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City/County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City/County and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City/County.
 2. The Firm shall, prior to proceeding with the work, notify the City/County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
 3. If any time during progress of the work, the City/County determines that any subcontractor is incompetent or undesirable, the City/County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing
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contained in this Agreement shall create any contractual relation between any subcontractor and the City/County.

4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City/County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City/County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City/County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in
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accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.

2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City/County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.
 3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City/County and at the Firm's expense if the deficiency is due to Firm's negligence. The City/County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City/County under applicable state or federal law.
 4. The Firm agrees to and shall hold harmless the City/County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.
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PART III
PAYMENT SCHEDULE

City/County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by City/County.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of "As Builts" to City/County.	10%
• Completion of final inspection and acceptance by the City/County.	10%
Total	100%

NOTE: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ _____
Survey Crew (3 members)	\$ _____
Project Engineer	\$ _____
Engineering Technician	\$ _____
Project Representative	\$ _____
Draftsman	\$ _____

The fee for all other Special Services shall not exceed a total of _____ and No/100 Dollars (\$_____). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of _____ and No/100 Dollars (\$_____).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a _____ percent (____%) overhead charge. All fees for testing shall not exceed a total of _____ and No/100 Dollars (\$_____).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV

TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.]

3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
 4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.
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5. Personnel.
 - a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
 - b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
 6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.
 7. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
 8. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
 9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.
 10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.
 11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
 12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in
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connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 - b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
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- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
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16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
 17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
 18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
 19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
 20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.
 - (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
 - (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
 - (c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
 - (d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.
 - (e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.
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PART V
PROJECT TIME SCHEDULE
ENGINEERING PROFESSIONAL SERVICES

INSERT YOUR OWN TIME SCHEDULE



Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name	Date Cleared by Grant Administrator
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_____	_____
_____	_____
_____	_____

**This report may be e-mailed or faxed to the Grant Recipient*

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 is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer 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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

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

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Sample - Engineer Rating Sheet

Grant Recipient _____
 Name of Respondent _____
 Evaluator's Name _____

TxCDBG Contract No. _____
 Date of Rating _____

Experience -- Rate the respondent for experience in the following areas:

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	<u>Comments</u>
1. Has previously designed _____ type of projects	20	_____	
2. Has worked on federally funded construction projects	10	_____	
3. Has worked on projects that were located in this general region.	10	_____	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)			
4. Extent of experience in project construction management	15	_____	
5. Current Certification of TxCDBG Project Implementation Training	5	_____	
Subtotal, Experience	60	_____	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Past projects completed on schedule	10	_____
2. Manages projects within budgetary constraints	5	_____
3. Work product is of high quality	10	_____
Subtotal, Performance	25	_____

NOTE: Information necessary to assess the respondent on these criteria should be gathered by contacting past/current clients.

Capacity to Perform

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Staff Level / Experience of Staff	5	_____
2. Adequacy of Resources	5	_____
3. Professional liability insurance is in force	5	_____
Subtotal, Capacity to Perform	15	_____

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	60	_____
<input type="checkbox"/> Work Performance	25	_____
<input type="checkbox"/> Capacity to Perform	15	_____
Total Score	100	_____



Texas Community Development Block Grant Program

2026 Community Development Fund

Application Guide – Project Application

For assistance: CDBGApps@TexasAgriculture.gov

Application Guide – Project Application

TxCDBG Application Process Update

TDA has recently implemented a two-stage application process:

- **Community Application:** an initial application was submitted containing basic information required to determine a community’s TxCDBG eligibility and to calculate scores for competitive grants. No project-specific commitments were required for this stage.
- **Project Application:** Applicants whose Community Applications score within funding range have been invited by TDA to submit a Project Application with complete project information.

Timeline of Application Process

Applicants must adhere to the following timeline. Failure to meet these milestones may result in disqualification of the Project Application.

Task/Step	Date to Complete
Community Application	
TDA released Community Application	September 18, 2024
Adopted local governing body resolution(s)	December 9, 2024
Submitted TDA-GO Community Application	December 9, 2024
Project Application	
TDA invites highest scoring communities to complete Project Applications <i>TDA staff available to discuss project feasibility and application requirements</i>	February 13, 2026
Project Application Kick-off Webinar	February 19, 2026
Administration and engineering services recommended to be awarded	March 1, 2026
Publicize notice of public hearing	March 25, 2026
Conduct public hearing	March 31, 2026
Submit Basic Project Information for TDA Approval	March 31, 2026
Complete Project Application forms in TDA-GO	--
Publish notice of application availability	May 10, 2026
Adopt revised local governing body resolution, if additional matching funds commitments are required	May 15, 2026
Submit application in TDA-GO	May 15, 2026
Submit FMS, MSR-A, MSR-E reports in TDA-GO	July 15, 2026
TDA review of Project Application	May – Oct 2026
Award Kick-Off Meetings and Site Visits	Oct – Dec 2026
Anticipated Grant Award date	November 2026
Anticipated Grant Agreement start date	February 1, 2027

Steps in Project Application Process

Step 1: Project Team Selection

Application Preparer/Grant Administrator/Project Engineer

An Applicant may procure services prior to the submission of the application to assist in the preparation of the application and/or to provide engineering/architectural or administration services needed for grant management purposes if the application is funded. However, costs for application preparation are not eligible for matching funds or reimbursement with TxCDBG funds.

For services to be paid through grant funds, the Applicant must follow the procurement guidelines included in the most recent TxCDBG Implementation Manual to contract for such services. For services to be paid through matching funds, TDA strongly recommends that Applicants follow the same procurement guidelines. Following those guidelines will ensure a competitive process and compliance with all applicable state and federal requirements. See the [“Conflict of Interest”](#) section of this Guide for important information about the timing of this procurement.

Pre-Agreement Option

Applicants have the opportunity to request a pre-agreement option in which TxCDBG may reimburse funded applicants for certain administrative and/or engineering costs incurred prior to the Grant Agreement start date. TDA will notify the Grant Recipient if, in its sole discretion, the agency declines the pre-agreement option request.

If the requested pre-agreement option is approved, TDA will allow Grant Administration Services and Engineering Services to begin incurring costs on December 9, 2024. This means that the Project Team may begin work and incur costs, such as preparation of the environmental review and preliminary engineering, during the period required for TDA’s review of the submitted Project Application and award of grant funds. Such costs are allowable only to the extent that they would have been allowable if incurred after the start date of the TxCDBG Grant Agreement and only with the written approval of TDA. **All existing grant rules apply to the pre-agreement period; see TxCDBG Project Implementation Manual for details or contact TDA staff for additional clarification.**

By submitting a TxCDBG Project Application, the Applicant commits to not begin work other than grant administration and/or engineering work or otherwise complete the proposed project until the grant is approved by TDA. If a documented situation occurs endangering public safety and this timeline is no longer feasible, please contact TDA immediately to discuss the options available. Failure to do so will result in disqualification of the Applicant’s Project Application at TDA’s sole discretion.

Step 2: Schedule and publicize public hearing

Prior to the submission of an application for TxCDBG funds, each applicant must hold at least one public hearing to solicit input on future project selection. The applicant must provide community residents with at least three business-days notice of the upcoming hearing using a public notice.

The hearing must be conducted between July 1, 2024, and March 31, 2026. **Failure to complete the public hearing by March 31, 2026, will result in cancellation of the Project Application.**

Public hearing notices under this section must be issued and documented in **one** of the following ways:

1. Publish the notice in a newspaper of general circulation;
 - Documentation must be clear, readable, and complete, including the publication text, title, date of publication, name of the newspaper, and page number.
 - Documentation may consist of:
 - A clear picture or photocopy of the full newspaper page showing all required information without the page being cut or folded,
 - A newspaper tear sheet,
 - A newspaper clipping or photocopy of the notice supported by a publisher's affidavit (Form A101 in the TxCDBG Project Implementation Manual).

OR

2. Post the notice in at least two public places including the courthouse/city hall and a second location within the community;
 - Notices must be posted in locations accessible to the general public at the time of the posting and include all required information in English and any other appropriate language(s) per the recipient's Limited English Proficiency (LEP) plan. See *TxCDBG Project Implementation Manual, Chapter 10 Civil Rights*.
 - Clear photographs showing the location of the public posting(s) are required.
 - The postings must be supported by affidavit (Use Form A101 in TxCDBG Implementation Manual).

OR

3. Post the notice in at least two public places including one at the courthouse/city hall and one on the Grant Recipient's website.
 - Notices must be posted in locations accessible to the general public at the time of the posting and include all required information in English and any other appropriate language(s) per the recipient's Limited English Proficiency (LEP) plan. See *TxCDBG Project Implementation Manual, Chapter 10 Civil Rights*.
 - Clear photographs showing the location of the public posting(s) are required.
 - Screen shots of the website posting with the computer date stamp visible must be provided as documentation of the posting.
 - The postings must be supported by affidavit (Use Form A101 in TxCDBG Implementation Manual).

In addition to the public hearing notices above, written notification of the public hearing must be sent to local organizations that provide services or housing for low-to-moderate income persons residing in the jurisdiction.

- a. Organizations including the local Public Housing Authority, the local Health and Human Services office, the local Mental Health and Mental Retardation office, and other local service providers such as Faith-Based organizations, must receive written notification concerning the date, time, location and topics to be covered at the public hearing.
- b. If the service provider serving the jurisdiction's residents is located within the community, then that office should receive the notification but if a local office is not located in the community, then the regional office location that serves the jurisdiction's residents should receive the notification.

- c. Applicants must provide a list of the local service providers that received written notification of the public hearing. Copies of the written notifications must be retained by the applicant and will be reviewed by TDA staff during site visits.

Applicants should ensure that public notices are published on or before the correct days allowing sufficient time for publication and public hearing issues to be resolved rather than just prior to submitting the application.

The public hearing and public hearing notice must comply with the Public Participation requirements, as described in the TxCDBG Project Implementation Manual, Chapter 1 *Administration and Reporting*. The format for the public hearing notice is provided in Appendix E Project Application Public Participation and Forms and Document Samples.

Step 3: Conduct public hearing

Prior to the submission of an application for TxCDBG funds, each applicant must hold at least one public hearing to solicit input on future project selection. The public hearing must address the following topics:

- The development of housing and community development needs, including—
 - Current supply of affordable housing and past efforts to increase supply,
 - Current social services available to residents and what needs and/or populations remain underserved, and
 - Current condition of public infrastructure (water/sewer/streets/drainage/accessibility/etc.) and efforts to improve these conditions;
- The anticipated funding opportunities for which the needs identified through this process may be considered, including —
 - Name of funding opportunity,
 - Anticipated amount of funding available, and
 - Whether the proposed funding will meet the national objective of benefit to low-to-moderate income persons;
- The community's need for any eligible activities under the Texas Community Development Block Grant Program;
- The community's use of past TxCDBG grant funds, if applicable; and
- The plans of the locality to minimize displacement of persons and to assist persons actually displaced as a result of activities assisted with TxCDBG funds, if applicable.

A sample script to be used for the public hearing is provided in Appendix E.

Minutes or notes from the public hearing discussion must be retained in local files. Any community needs identified through the public hearing or other public input may be added to the TDA-GO Additional Community Needs page.

Step 4: Select Project(s)

Projects proposed in the Project Application must meet the following requirements:

- Project activities must correspond to the regional priority identified in the previously accepted Community Application.
- Projects must be developed using the community needs identified in the previously accepted Community Application and/or the public hearing and other public participation opportunities. Any project not supported by one or both of these methods will not be considered for the grant application or any future amendment requests.

- Project activities must be eligible for CDBG funding (see Appendix D TxCDBG Activity Code Reference Table)
- Projects must benefit an area that is primarily residential in nature, including projects with community-wide benefit.
- Projects must meet the National Program Objective to benefit primarily low- to moderate-income persons. Reference TxCDBG Guide to Meeting a National Program Objective for detailed guidance on eligible activities.

The Applicant may select multiple projects, and must fully document each Benefit Area (i.e. a specific TxCDBG activity in a specific location or target area). Up to six (6) Benefit Areas can be accommodated in a single application.

TDA staff are available for initial consultation with Applicants to discuss the feasibility of projects under consideration and provide technical assistance regarding project eligibility, service area identification, and other concerns. Requests can be made by emailing CDBGapps@TexasAgriculture.gov.

Step 5: Complete Basic Project Information for TDA Approval

Applicants must provide sufficient information for TDA staff to evaluate the feasibility of the proposed project. At a minimum, submissions should include:

1. Completion of Basic Project Information section of Project Details page in TDA-GO and include the following:
 - Project activity(ies) and approximate location(s) selected for project
 - A concise description of the project and current conditions/issues to be addressed
 - Preliminary map(s) illustrating approximate activity location(s)
 - Description of how the residents of the identified service area will benefit from the proposed improvements, and a plan to document the national program objective.
2. Upload evidence of public notice for the required public hearing in the Additional Community Needs page in TDA-GO. For purposes of the BPI deadline, informal documentation is acceptable. However, uploads must be replaced with appropriate documentation no later than the final application deadline.
3. Applicants proposing benefit area(s) with an anticipated cost-per-household of \$50,000 or greater must request approval by the BPI deadline. If applicable, this request may be submitted via email.

Additional RECOMMENDED information to include for technical assistance purposes:

- Map(s) of benefit area
- Beneficiary documentation
- Alternate project or project locations
 - TDA will prioritize review of selected project proposals but can provide feedback on alternative locations/activities as time allows.

Review Process and Important Considerations:

Once this information is submitted, TDA staff will review the submission and provide feedback to the Project Team.

- **Failure to identify a project by the BPI deadline will result in disqualification of the application.**
- BPI submissions that are incomplete or overly broad may limit TDA's ability to provide meaningful technical assistance prior to the application deadline.
- If significant changes to the project scope are made after TDA's review, prior determinations and feedback may no longer be appropriate.

Therefore, Applicants are strongly encouraged to submit specific and detailed information to ensure productive technical assistance and avoid jeopardizing application completeness. (See Application Completeness, Page 18).

Early Technical Assistance Recommended for Certain Projects

Projects that include the following activities often need a higher level of technical assistance to ensure a successful application. Please consider submitting Basic Project Information for review prior to the BPI deadline.

- Activities other than water / sewer improvements, street improvements, and channelization for drainage improvements;
- Activities with multi-jurisdictional benefit areas;
- Activities proposing to document beneficiaries as limited clientele;
- Activities related to a project currently underway, regardless of funding source (i.e. subsequent phase of a multiphase project);
- Activities that require innovative technology, including equipment or treatment methods that require special regulatory approval; and
- Activities to be completed primarily through force account, including administration and professional services.
- Activities with uncommon benefit areas (ex. county-wide service, areas requiring the use of random-sample surveys, etc.);
- Activities with high vacancy rates for the benefitting housing units; and
- Activities that include new well construction or rehabilitation of water wells.

If Basic Project Information is submitted prior to the BPI deadline, send an email to CDBGApps@TexasAgriculture.gov with the subject line: [County Name] [Application Number] – Basic Project Information complete.

Step 6: Develop Project Documentation

Submitted Project Applications must propose project(s) that are fully developed. The proposed project scope cannot be changed after the application deadline, unless at the direction of TDA staff. TDA will not approve a change in project scope based on changing priorities of the local government.

Placeholder applications submitted with the intent of securing funding but lacking substance regarding actual locations and project details will be considered incomplete and are subject to disqualification. Applications must justify any amount requested in the application and the amount requested is subject to review.

Project Beneficiaries

For the Community Development Fund, a community must meet the Low/Moderate Income NPO as per the Texas Administrative Code. The project must meet all requirements to document one of the following for each activity:

- LMI Area Benefit;
- LMI Housing Benefit; or
- LMI Limited Clientele benefit (requires TDA approval prior to passage of the local resolution).

An activity that addresses the NPO of principally benefiting low-to-moderate income persons must provide documentation as to the income status of those persons (also called beneficiaries). Low to moderate income individuals are those whose income is 80% or less of the area median family income (AMFI). Clear documentation of an applicant's beneficiary identification method must be received with the application.

- HUD's Low-Moderate Income Summary Data (LMISD) may be used to document beneficiaries within a specific Census geography. To obtain a Census map of a specific area, visit the [HUD LMISD Mapping Application](#).
- Use of door-to-door surveys is an acceptable method for documenting beneficiary income levels. Refer to the agency website at <https://www.texasagriculture.gov> for a copy of the most recent **Survey Methodology Manual** and required survey forms. Use the survey method to document beneficiaries for projects that have a small benefit area or for proposed project activities with a service area that cannot be "reasonably delineated" by standard census geographic areas (Place, Census Tract, Block Groups).

Additional information regarding documentation for National Program Objectives can be found in the **TxCDBG Guide to Meeting a National Program Objective**. Inaccurate or incomplete documentation of beneficiaries will result in disqualification of the application.

In addition to the basic eligibility requirements, TDA must also evaluate each Project Application to determine if the project is feasible and reasonable. For any benefit area that includes a vacancy rate of greater than 30%, TDA will require the Applicant to present the following to the local governing body prior to the application deadline:

- TDA's threshold for acceptable survey vacancy rate is 30% or less;
- Disclosure of the vacancy rate for the proposed benefit area in both percentage and number of housing units;
- The Applicant has reviewed the project location and determined the properties to be primarily residential in nature; and
- Having reviewed the vacancy information, the Applicant has prioritized this project for funding.

Each of the above items must be included in the meeting record and submitted with the required beneficiary documentation in TDA-GO (e.g. agenda item description, meeting minutes, supporting materials provided to governing body and the public, resolution or special public hearing notice if applicable, etc.)

Jurisdiction of Applications

The applicant (city or county) requesting TxCDBG funding must have jurisdiction to provide oversight for the project. Specifically, the project beneficiaries must reside within the applicant's jurisdiction.

Partnering Jurisdictions

If only a portion of the project beneficiaries are located within the applicant's jurisdiction, the applicant must partner with another eligible unit of general local government that has jurisdiction.

- In addition to the citizen participation requirements for the Applicant, each participating jurisdiction must conduct a separate public hearing. This hearing will address the community's housing and community development needs and how the proposed activities are designed to meet those needs.
- The Applicant and each participating jurisdiction must enter into an interlocal agreement, outlining the responsibilities of each participant and establishing the Applicant's authority to implement the project outside its own jurisdiction. See Appendix VI for a sample agreement.
- All jurisdictions participating within the application must be TxCDBG eligible. For example, if a city and county are partnering on an application and the city is currently ineligible due to past performance issues, the application is ineligible.
- For projects with multiple benefit areas, the application must establish a NPO for each benefit/service area, regardless of jurisdiction. For example: a WSC provides service inside city limits and in the unincorporated county. Rehabilitation of water well shall benefit both City and County residents and shall be considered one service area. Additionally, residential water lines will be replaced in an unincorporated area of the county and shall be considered a separate service area. Appropriate beneficiary documentation must be provided for both service areas.
- For activities with a single service area due to their nature, such as the sewage treatment plant that would serve each of the participating jurisdictions, the application should consider this a single benefit area.

Partnering with an Applicant will not prevent the partnering jurisdiction from submitting a separate unrelated application in the same round of funding, so long as:

- projects in separate applications do not serve the same (or substantially the same) service area; and
- projects in separate applications will not be conducted in the same physical location.

TDA will make the final decision for any service areas and/or locations determined to be substantially the same.

Examples:

- Construction of a library that will serve all county residents, including residents of incorporated cities (Cities of A, B, and C) within the county. The library shall be located in City B.
 - The county has jurisdiction over all county residents and may apply without establishing the cities as partners, OR
 - Since the project is located in City B, the city has jurisdiction over the project and may apply after establishing the County as a partnering jurisdiction. The County may then submit a separate unrelated application.
- Water improvement project that will serve residents of both County A and County B.
 - Either county may apply, but must establish the other county as a partnering jurisdiction.
 - The county not submitting the application may apply for a separate unrelated project.
- Improvements to a Wastewater Treatment Plant that serves residents of City A and its ETJ.

- Either the City or the County may apply for funding, as both have jurisdiction over the service area and beneficiaries.
- Improvements to a Water Treatment Plant that serves residents of City A and its ETJ – improvements to the main pump station are submitted by City A, while County B requests funding to replace the clarifier.
 - Even though the plant may require extensive investment and there are two viable applicants, only one application will be accepted to improve the plant or provide other system-wide benefits. If both are submitted, TDA will require the two entities to choose which application to withdraw prior to scoring being completed.
- Water improvements for a Water District – City A requests line replacement within the city limits, while the County will construct a new water well to serve the entire district.
 - TDA must evaluate the Benefit Areas for substantial overlap. If determined to not serve substantially the same Benefit Area, both applications may be submitted without requiring a partnering jurisdiction.

Project Maps

Maps are a key component in determining the eligibility of a project. All required maps must clearly identify the location of the work to be performed.

Each application for TxCDBG funding must include a project map(s), which clearly shows all of the following information on the same map:

- The boundaries of the applicant's jurisdiction;
- Location(s) of the benefit area(s); and
- Location(s) of all proposed project activities (e.g., sewer/water lines, lift stations, street pavement, water storage tanks, water wells, wastewater treatment plants, public facility improvements, etc.)

The applicant, with the advice of the project engineer, is responsible for identifying the benefit area based on appropriate criteria independent of income documentation.

Example: The benefit area of a project to improve sewer main trunk lines includes all residents of property whose sewer collection lines flow into the new or replaced trunk lines en route to the treatment plant – even if the project qualifies to document beneficiaries based on LMISD data, the benefit area based on the collection lines, as defined in the Guide to Meeting a National Program Objective, must be clearly identified on each map separately from the boundaries of the census geography.

Applicants using HUD-Census-based data (LMISD) to document project beneficiaries must provide a map(s) that clearly shows all of the following information on the same map:

- Census geographic areas (e.g., census tracts, block numbering areas, block groups) used to document project beneficiaries, including clearly legible numbering for each geography;
- Location(s) of the benefit area(s); and
- Location(s) of all proposed project activities (e.g., sewer/water lines, lift stations, street pavement, water storage tanks, water wells, wastewater treatment plants, public facility improvements, etc.).

In addition, applicants requesting a project within a floodplain should submit a FEMA Flood Map with the project location identified. If this map documents that any part of the project is located in a flood way, the applicant must provide evidence that the project is eligible for consideration in accordance with 24 CFR §55.1(c). Maps are available at <https://msc.fema.gov>

Maps must be reproducible. Care should be taken in copying maps so that project activities designated by a colored mark are still identifiable.

Applicants are advised to note any property owners who may be in and/or adjacent to the project area to ensure that no potential conflict of interest exists. (See the “*Conflict of Interest*” section of this Guide) Identification of property owners is not required to be noted or submitted with the application, but failure to identify potential conflicts of interest may be subject to the sanctions described in the “*False Information on Applications*” section of this guide.

Project Costs

The Project Application must provide an estimate of project costs to support the grant requests. All work necessary to complete the project and meet the national program objective must be included in the project costs and may not be excluded from the proposal for convenience.

The program can fund only the actual, allowable, and reasonable costs of the proposed project, and may not exceed these amounts. For all projects awarded under the TxCDBG program, TDA and the applicant will agree upon the final award amount and TDA will assign the eligible costs to either grant or matching funds. At no time will the final award exceed the amount originally requested in the application.

Grant funds may be used for the following costs in support of eligible TxCDBG program activities up to the maximum amount below – if actual cost exceeds this amount, matching funds will be assigned to these costs:

- Maximum Total Grant Request – \$750,000
- Minimum Match Commitment – The amount of local funds committed by the Applicant in the previously accepted Community Application. In limited circumstances TDA may, in its sole discretion, proportionally reduce the local matching funds for applications not requesting the maximum grant funds allowable. TDA will not pro-rate the matching funds committed if the Applicant requests less than the maximum grant funds primarily to reduce the local matching funds invested.
- Planning Activities (Comprehensive Plan) – up to \$75,000.
- General Administration – up to \$60,000 or 10% of the total grant funds requested, whichever is less.
- Engineering Services – up to \$85,000 or 12% of the total grant funds requested, whichever is less.
- Projects with less than \$350,000 in eligible costs will not be funded.

Documentation of Match

While other resources are strongly encouraged, the commitments for a community’s local matching funds must be fully documented as to source, type, use, and minimum dollar amount before they can be considered in the scoring of an application.

The following guidelines serve to clarify the type of match acceptable under the Texas Community Development Block Grant Program. Acceptable types of match can be any of the following:

1. Cash, including contracted services and materials purchases (see Chapter 5 of the TxCDBG Project Implementation Manual);
2. In-kind personnel services/equipment use (see Chapter 8 of the TxCDBG Project Implementation Manual);
3. On hand materials or supplies;
4. Donated land; or
5. Any combination of the above.

Basic Principles of Match Funds

All work necessary to complete the project and meet the national program objective must be included in the application project costs, and the Applicant must commit sufficient funds to complete all such project costs. Any anticipated costs that exceed the maximum grant amount will be committed as 'matching funds', and the Applicant may not exclude costs from the application for convenience or to avoid or reduce a formal matching funds commitment.

TxCDBG applicants commit to a minimum amount of matching funds in the Community Application. If the estimated project costs in the Project Application exceed the sum of the maximum grant amount and the previously authorized matching funds commitment, the local governing body (i.e., City Council or Commissioners Court) must adopt an updated application resolution committing sufficient funds to account for all estimated project costs. The updated match commitment will be used to calculate the contractual matching funds ratio for the grant agreement.

Funds expended prior to the application deadline will not count as matching funds.

Match funds are valid only if committed for activities proposed for funding with TxCDBG funds and the match will be used in the same benefit areas as the TxCDBG funds, or the match will be used for activities that are directly related to supporting the activities proposed for TxCDBG funding.

Example #1 - An applicant proposes a water line replacement project in two different benefit areas. TxCDBG funds will finance the improvements in one benefit area and the applicant's match will be used to finance the improvements in the other benefit area. The applicant had already budgeted local funds for the water improvements in the applicant financed benefit area and did not claim any of the persons located in this benefit area as project beneficiaries. This match would not be considered because it is not committed to the TxCDBG financed benefit area beneficiaries, nor is it committed to the proposed TxCDBG-funded water improvements.

Example #2 - An applicant proposes water line replacement and street paving activities in the same benefit area and proposes that TxCDBG funds finance the water improvements and the applicant's match will finance the street paving improvements. Even though the match is committed to the same benefit area, this match would not be considered because the match is not committed to the TxCDBG-funded water activity. The applicant could complete the street paving improvements without TxCDBG funds.

Example #3 - An applicant proposes water line replacement and street paving activities in the same benefit area and proposes that TxCDBG funds finance 80% of water improvements costs and 50% of the street paving costs. The applicant's match will finance the remaining 20% and 50% of these activities. The applicant's match is allowed because it is committed to the same benefit area and activities proposed for TxCDBG funding.

Example #4 - An applicant proposes a sewer system improvements project that includes acquisition of easements and a site for a lift station. TxCDBG funds will finance 100% of the sewer system construction improvements and the applicant's match will finance 100% of the acquisition, engineering, and administrative costs related to the delivery of the construction improvements. This match is considered allowable because the acquisition, engineering and administrative costs are directly related to the TxCDBG funded sewer construction activity.

Example #5 –An applicant proposes to provide first-time water service in a project area where 90% of the households are low-to moderate-income households. Only applicant's (or other entity's) funds in support of rehabilitation activities benefiting low- to moderate- income

households are considered matching funds. Any applicant's (or other entity's) funds used to provide first-time water service to the 10% non-low-to moderate-income households are NOT acceptable as matching since they do not support an eligible TxCDBG activity.

All resources committed in an application and considered in the scoring of that application must be provided if the project is selected for funding. If these resources are not made available, the locality may be subject to the sanctions described in the “*False Information on Applications*” section of this guide. **If a grant is awarded, the matching funds committed in the grant application will be included in the grant agreement, establishing a contractual match ratio used to calculate the maximum amount of grant funds to be disbursed for actual costs.**

Additionally, the use of other funds (e.g., federal, state, or local) in conjunction with TxCDBG funds generally triggers a series of compliance requirements that might not be applicable if those funds were to be used independently. These requirements include but are not limited to environmental review, labor standards, real property acquisition (including easements), prohibition of special assessments, and financial management procedures.

Source of Match

Local Resources

Local government resource commitments must be made in the form of a Resolution from the City Council or County Commissioners Court. This resolution should indicate, at a minimum, the type of resource (e.g., land, labor, materials, money, etc.) and the source, a minimum dollar value to be provided, and for what purpose(s) this resource will be used. Please note that local match can only be counted for expenditures, which would not occur if the proposed application is not funded, except for local funds expended for consultant engineering and administrative services.

Resource commitments provided by other local entities (e.g., public housing authority, special utility districts, private financial institutions or other similar sources leveraging loan funds with a local housing rehabilitation program or other TxCDBG-eligible activity) must be documented in a letter signed by a person authorized by that entity to make such a commitment. This letter should identify the type of resource, a minimum dollar value, and for what purpose this resource will be used. Applicants who are unsure about the eligibility of a commitment from other local entities should contact TDA staff.

Other State or Federal Resources Commitments for other State or Federal funds (e.g., Texas Water Development Board, USDA) must be supported by a grant/loan offer, grant award letter, etc., signed by a person authorized to make such a commitment for that agency for an activity directly related to activities included in the TxCDBG funding request. Evidence of State or Federal funding must include identification of the resource, a minimum dollar value, and the purpose for which this resource will be used. These resources cannot have been expended before the application is submitted.

United States Department of Agriculture Rural Development (USDA-RD): TxCDBG will accept matching funds from the USDA-RD Programs for TxCDBG applications only if the applicant has submitted the preliminary application for the USDA-RD grant or loan matching funds to USDA prior to the TxCDBG application deadline.

Texas Water Development Board (TWDB): TxCDBG will accept matching funds from the TWDB programs for TxCDBG applications only if the applicant has submitted the preliminary application or the required questionnaire for the TWDB grant or loan matching funds to the TWDB prior to the TxCDBG application deadline.

Commitments of State or Federal funds not restricted to a particular project (e.g., American Rescue Plan Act funds) must be supported by documentation of the amount of such assistance provided to the community AND a letter signed by the local authorized official confirming that the funds have not and will not be dedicated to any purpose other than the TxCDBG project while the application is pending.

Non-Cash Match

Non-cash match is acceptable only if the applicant has used an acceptable and reasonable method to document the value of the match. Except for cash match, the applicant must provide an attachment/schedule to the Engineer's Budget Justification, which shows how the value of each type of match was determined. The following documentation is acceptable:

Force Account Labor (in-kind service)

The value of force account labor match must be based on the estimated TxCDBG grant-related construction hours to be worked by force account workers and the hourly wages to be paid and cannot be based on labor costs estimated through the bid/contract method.

The applicant must provide an attachment/schedule that shows how the value of the match was determined (number of estimated grant-related construction hours multiplied by the hourly wage rates paid for each worker). Documentation regarding this information should be included.

Administration/Engineering (in-kind service)

The value of in-kind administration and engineering match must be based on the estimated TxCDBG grant-related hours to be worked by administrative/engineering staff and the hourly wages or salary to be paid and cannot be based on a percentage of the project cost method or on an estimated cost of the service(s) if an administrative/engineering consultant(s) were hired.

The applicant must provide an attachment/schedule that shows how the value of the match was determined. The schedule should include the estimated grant-related staff-work hours multiplied by the hourly wages or salary to be paid and the estimated value of other TxCDBG-eligible administration/engineering costs (e.g., materials, supplies, bonding, postage, audits, plans/specifications, construction mapping, etc.). If you are unsure about the eligibility of any administrative or engineering costs, please contact TDA staff for a determination.

Equipment Use (in-kind)

To document the value of the match by use allowance, the applicant may use equipment hourly rates and mileage rates established by the Federal Emergency Management Agency.

To document the value of estimated in-kind equipment use match based on a use allowance, the applicant may use equipment hourly rates and mileage rates established by the Federal Emergency Management Agency.

Depreciation value may be used only if the equipment is not already fully depreciated and the schedule is based on acquisition cost. The applicant must provide an attachment/schedule that shows how the value of the match was determined.

If determining value by use allowance, the schedule must include a list of the equipment (including the capacity or size of the equipment), the hourly use rate or mileage rate, and the number of estimated hours or miles that each piece of equipment will be used on project related activities.

If determining value based on depreciation, the schedule must include a list of the equipment, the depreciation schedule, and the acquisition cost of each piece of equipment.

On Hand Materials and Supplies

The value of materials/supplies to be provided by the applicant, and already owned by the applicant, must be based on the purchase price of the materials/supplies at the time of purchase and cannot be based on the current purchase price of such materials and supplies.

The applicant must provide an attachment/schedule that shows how the value of the match was determined. The schedule must include a list of the materials/supplies to be provided by the applicant, the number of units and the unit price acquisition cost of each material/supply.

Donated Land

The value of certain property that is necessary and donated for the project may be claimed as matching funds as long as the donated property changes hands, i.e., a city cannot donate property to itself as a match. The value of easements, rights-of-way, property associated with existing locations for the same infrastructure system, or similar property donation will not be considered as matching funds.

The value of land donations of public or private property must be based on an independent appraisal report establishing the fair market value or on the purchase price of the property at the time of purchase.

Either way, the value claimed must be based on the amount of property actually needed for the project (e.g., the applicant cannot claim the value for a 200-acre tract of land if only one acre is needed for the project).

The applicant must provide the appraisal report or deed of purchase establishing the value of the property needed for the project.

Financial Capacity

TxCDBG Applicants must demonstrate the financial capacity necessary to be responsible for grant funding. In lieu of a copy of the community's annual audit as required by the Texas Local Government Code, an Applicant must complete TDA's Financial Management System Self-Assessment (FMS) for risk analysis prior to the release of grant funds. If determined to be necessary, conditions may be included in the Grant Agreement to ensure appropriate financial management capacity. These conditions may be as modest as additional documentation of authority, or as significant as a requirement to allow a third-party local government to manage grant financials for high-risk communities.

Evidence of Active SAM Registration

TxCDBG applicants must demonstrate an active registration in the System for Award Management (SAM) to be eligible for funding. The applicant shall include a screenshot from the SAM website at <https://sam.gov> verifying the entity's registration is active. Applicants without evidence of an active SAM registration are ineligible to receive HUD funds and will be disqualified.

Step 7: Publish Notice of Application Activities

Applicants must provide reasonable advance public notice of the availability of a proposed Project Application to afford affected citizens an opportunity to review the application's contents to determine the degree to which they may be affected and submit comments on the proposed activities. TDA recommends making copies of the proposed Project Application available at libraries, government offices, and public places.

1. The Applicant must issue a public notice that includes the following information:
 - The TxCDBG fund categories for which applications will be submitted;
 - The amount of TxCDBG funds requested;
 - A short description of the proposed project activities;
 - The locations of the project activities included; and
 - The location and hours when the application will be available for public review.
2. The public notice of a Project Application availability must be issued:
 - After a complete copy of the application, including all attachments, has been prepared and made available for public review;
 - After adoption of the local government resolution authorizing the submission of the application; and
 - At least five (5) days prior to the submission of an application for TxCDBG funds.
3. The Applicant must publicize and document the public notice utilizing one of the acceptable methods outlined in Chapter 1, Section 1.1.5 of the TxCDBG Project Implementation Manual.
4. In the preparation of the final Project Application, the community shall consider comments and views received related to the proposed application and may, if appropriate, modify the final application prior to submission of the application to TDA. The final Project Application shall be made available to the public.

TDA recommends verifying that the public notices are published on the correct days, as well as allowing sufficient time for potential publication issues to be resolved rather than completing these steps just prior to submitting the application.

The required format for the application submission notice is provided in Appendix E Project Application Public Participation Forms and Document Samples.

Step 8: Complete and submit application forms in TDA-GO

Signatory Resolution

TxCDBG applications and grant agreements require a resolution from the local governing body (i.e., City Council) authorizing specific individuals and/or positions to take action on behalf of the community.

The language of the resolution must, at a minimum, include all provisions of Appendix E Project Application Public Participation Forms and Document Samples:

1. Designate a person(s) (e.g., City Administrator or Mayor) who will be authorized to execute documents in conjunction with the application, and any resulting grant agreement, and
2. Designate a person(s) (e.g. Finance Director or City Secretary) who will be authorized to execute financial documents, including payment requests, in conjunction with the application, and any resulting grant agreement.

Best Practice: Review any Signatory Resolution currently on file. Once the Signatory Resolution is adopted and submitted to TDA, the community may continue to rely on the same resolution for subsequent TxCDBG applications. The community may also provide an updated resolution at any time as local needs change.

The format for the signatory resolution is provided in Appendix E Project Application Public Participation Forms and Document Samples. To review the resolution, if any, currently accepted in TDA-GO, see the Organization Profile or the Organizational Compliance – Reference Attachment document.

Local Certifications

By certifying and submitting a TxCDBG application, the Applicant affirms that it has adhered to the Local Certifications included in this application guide in the preparation of any TxCDBG application. Adherence to these certifications must be ongoing in the event that the application is successful.

With respect to the expenditure of funds provided under a Texas Community Development Block Grant agreement, each TxCDBG Grant Recipient is required to certify that:

1. It will minimize displacement of persons as a result of activities assisted with such funds.
2. The program will be conducted and administered in conformity with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§2000d et seq.) and the Fair Housing Act (42 U.S.C. §§3601-20), and that it will affirmatively further fair housing, as specified by TDA.
3. It will provide opportunities for citizen participation, hearings and access to information with respect to its community development programs, and that it is following the TxCDBG Citizen Participation Plan.
4. It will not attempt to recover any capital costs of public improvements assisted, in whole or in part, with such funds by assessing any amount against properties owned and occupied by persons of low-to-moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless: (A) such funds are used to pay the proportion of such fee or assessment related to the capital costs of such public improvements that are financed from revenue sources other than such funds; or (B) for purposes of assessing any amount against properties owned and occupied by persons of low-to-moderate income who are not persons of very low income, the Grant Recipient certifies that it lacks sufficient funds under this agreement to comply with the requirements of clause (A).
5. It will comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and Federal implementing regulations at 49 CFR Part 24, and the requirements of section 570.606 including the following of a residential anti-displacement and relocation assistance plan, as specified by TDA, in the event that displacement of residential dwellings will occur in connection with a project assisted with TxCDBG funds.
6. It has adopted or will adopt and enforce a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations and enforce applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
7. To the best of the TxCDBG Grant Recipient's knowledge and belief, no Federal appropriated funds have been paid or will be paid, by or on behalf of the TxCDBG Grant Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
8. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the TxCDBG Grant Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

9. The TxCDBG Grant Recipient must require that the language of this certification be included in the award documents for all sub-awards at all levels (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

Required TDA-GO Performance Reports

Applicants must complete and submit the Financial Management System Self-Assessment (FMS) and Materials and Services Reports for Administration and Engineering (MSR-A and MSR-E) forms no later than July 15, 2026. Specific instructions to follow and will be sent directly to Applicants participating in the current Project Application process.

Application Completeness

If TDA ultimately determines a proposed activity to be ineligible or not feasible, TDA will not allow the Applicant to significantly revise the project after the application due date. Any project revisions are at TDA's sole discretion and, if authorized, must be completed within a 10 business-day response period. If project revisions cannot be finalized within the prescribed timeline, TDA will not proceed with the revised scope. As a result, the grant award may be reduced.

Applications considered incomplete, noncompliant with program requirements, or received late will be disqualified. Applications lacking information necessary to determine eligibility of the activity or compliance with TxCDBG and Federal program requirements will be disqualified.

Applications may be subject to disqualification for reasons including, but not limited to, any of the following:

- The project is located in, or substantially benefits, an entitlement area, including the extraterritorial jurisdiction of an entitlement city;
- The application contains ineligible activities, and any remaining eligible activities do not meet the minimum grant amount;
- The application proposes projects that do not conform to the regional project priority commitments identified in the previously accepted Community Application;
- The application does not comply with the requirement to assess the Applicant's housing and community development needs prior to submission of a TxCDBG application;
- The Applicant does not comply with the TxCDBG Public Participation requirements, including documentation of the required public hearing held on or before March 31, 2026;
- The application contains activities not supported by the community needs identified in the previously accepted Community Application or the public participation process;
- The applicant fails to complete Basic Information section of application by March 31, 2026
- The same, or substantially the same, application has been submitted under two or more TxCDBG fund categories;
- The application does not contain adequate or acceptable information to show that each proposed activity meets a National Program Objective, including TxCDBG beneficiary documentation requirements where applicable;
- The application is incomplete and/or inaccurate including, but not limited to:
 - Preparation of an assessment of the applicant's housing and community development needs;
 - Legible, quality project-related maps;
 - Disclosure of all individuals and/or firms with a financial interest in the project;
 - A passed/adopted local government resolution authorizing the submission of the application;

- The Applicant does not have an active SAM.gov registration;
- The applicant does not respond, refuses to respond, or does not provide an adequate response to requests for revisions or additional information within the prescribed timeline; or
- The application contains false information.

False Information on Applications

The actions listed below may be taken, on a case-by-case basis, where TDA finds that an applicant provided false information in its application for TxCDBG funding.

If the applicant provides false information in a TxCDBG Fund application that has the effect of increasing the applicant's competitive advantage, or false beneficiary information that increases the number or percentage of potential beneficiaries, TDA TxCDBG staff shall make a recommendation for action to the Director of the State TxCDBG Program.

Actions that the Director may make include, but are not limited to:

1. Disqualification of the application and holding the locality ineligible to apply for TxCDBG funding for a period of at least one year not to exceed two program years.
2. Even if an award has been made, the locality may be liable for funds expended if adjustment to the scores would have resulted in a change in rankings for the purpose of funding.
3. Holding the locality ineligible to apply for TxCDBG funding for a period of two program years or until any issue of restitution is resolved, whichever is longer.

An applicant may appeal a decision of the State TxCDBG Director by filing an appeal with the Administrator for Trade and Business Development.

Appeals Process

Refer to 4 TAC §30.8.

General CDBG Federal Requirements

Fair Housing Activities

Any locality receiving funds under the TxCDBG Program must certify that it will affirmatively further fair housing choice. Each funded locality must conduct at least one fair housing activity during the grant period, even if the locality is currently undertaking fair housing activities. Activities that qualify as affirmatively furthering fair housing include, but are not limited to, the following:

- Cities may pass a fair housing ordinance and publicize the existence of such an ordinance.
- Counties may adopt written fair housing policies and procedures that are equivalent to a fair housing ordinance and publicize the existence of such policies.
- The development of a strategy to pass a fair housing ordinance to be evidenced by public hearings and input from interested parties.
- The establishment of a written local complaint and monitoring process and notification to the public of its existence.
- The initiation of a fair housing counseling referral service that provides housing choices outside historically minority and/or low-to-moderate income neighborhoods to be evidenced by adoption of written procedures and publication of the availability of such service.
- The completion of a community-wide housing analysis to determine impediments to fair housing and actions to eliminate these impediments.
- The designation of April, or some other month, as Fair Housing Month through resolution or proclamation along with other activities to support fair housing.

In addition, communities that receive CDBG funds, chief elected officials, and third-party consultants may be required to have Fair Housing training.

Minority Participation/Local Opportunity

The TxCDBG program encourages localities to affirmatively take action to utilize small, minority (MBE) and women-owned (WBE) businesses, whenever possible. Although funded localities are not directly responsible for meeting a specific minority business participation goal, TxCDBG reports to HUD on the levels of MBE and WBE hiring under all CDBG agreements. To increase participation of small, minority and women owned-businesses, localities may use the Texas Comptroller of Public Accounts Historically Underutilized Business (HUB) Directory. Also, in accordance with Section 3 of the Housing and Urban Development Act of 1968, successful applicants using CDBG funding for housing or other public construction are required, to the greatest extent feasible, to provide training and employment opportunities to lower-income residents and contract opportunities to businesses in the project area.

Build America Buy America

The Applicant must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grant Recipient's infrastructure project. Applicants that receive funding for infrastructure projects in Program Year 2024 must ensure that the following items used in the project are produced in the United States, (see Chapter 4 of the TxCDBG Project Implementation Manual for details):

- (1) All iron and steel used:
- (2) Specifically listed manufactured products:
 - a. Metals other than iron or steel (non-ferrous metals),
 - b. Lumber,
 - c. Composite building materials, and
 - d. Plastic and polymer-based pipe and tube materials, including PVC pipe; and
- (3) All construction materials and manufactured products.

Conflict of Interest

Applicants to the TxCDBG Program must avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG agreement or impact the integrity of the procurement process.

For the procurement of goods and services, no employee, officer, or agent of the Grant Recipient or subrecipient may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. (24 C.F.R. §570.489(g), Texas Grant Management Standards (TxGMS) promulgated by the Texas Comptroller of Public Accounts, 2 C.F.R. §200.318(c)(1)).

For all other cases other than the procurement of goods and services, non-procurement conflict of interest provisions are applicable to any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG grant or award, or that is required to complete some or all work under the TxCDBG grant in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards.

Under these provisions, a conflict of interest would exist if an employee, elected official, or their family members receive benefit from an activity. For example, if a member of a mayor's family was selected to receive CDBG assistance or would benefit from or receive a CDBG award, abstention from voting does not clear the conflict of interest. Another example where a conflict of interest would exist (business ties) is a situation where a consultant, who is employed by an engineering firm, has been selected by a city to provide administration services for the TxCDBG grant and the city is considering the selection of an engineer from that same firm to provide engineering services for the TxCDBG grant.

TDA may grant an exception, upon written request from the Grant Recipient, to the non-procurement conflict of interest provisions on a case-by-case basis if TDA determines that such exception will serve to further the purpose of the TxCDBG project and the effective and efficient administration of the project. An exception may be considered only upon written request from the applicant that includes the following documentation:

- A disclosure of the nature of the conflict, accompanied by an assurance that there has been public disclosure of the conflict and a description of how the public disclosure was made.
- An opinion of the attorney for the applicant that the interest for which the exception is sought would not violate state or local law.
- Where the exception would provide a significant cost benefit or an essential degree of expertise to the project that would not be available otherwise.
- Whether an opportunity was provided for open competitive bidding or negotiation.
- Whether the person affected is a member of a group or class of low- or moderate-income persons intended to be the beneficiaries of the assisted activity, and the exception would permit such person to receive generally the same interests or benefits as are being made available or provided to the group or class.
- Whether the person affected has withdrawn from their functions or responsibilities, or the decision-making process with respect to the specific assisted activity in question.
- Whether the interest or benefit was present before the affected person was in the position as an employee, agent, consultant, officer, or elected official of the governing body, or of any designated public agencies, or sub-recipients that are receiving CDBG funds.

- Whether undue hardship will result to the city or persons affected when weighed against the public interest served by avoiding the prohibited conflict.
- Any other relevant considerations.

Under no circumstances can TDA provide a waiver or exception for conflicts of interest related to procurement of goods or services.

Federal Funding Accountability and Transparency Act (FFATA)

In September 2006, the President signed the Federal Funding Accountability and Transparency Act (FFATA) requiring the Office of Management and Budget (OMB) to develop a publicly available, free-of-charge, searchable website on federal funding. Federal funding includes grants, sub-grants, loans, awards, cooperative agreements, and other forms of financial assistance. On April 6, 2010, OMB issued a memorandum outlining responsibilities for State agencies making sub-awards with Federal funds.

Beginning October 1, 2010, TDA is responsible for reporting data on each TxCDBG award, which will be entered into the usaspending.gov database. This data includes the following:

- The name of the entity receiving the award;
- The amount of the award;
- Information on the award, including transaction type, funding agency, Catalog of Federal Domestic Assistance (CFDA) number, program source, and a descriptive award title;
- Location of the entity receiving the award and the primary location of performance under the award, including the city, state, congressional district, and county; and
- The Unique Entity Identifier (UEI) number for the entity receiving the award – this number is assigned through SAM.gov.

Additional information deemed relevant by the OMB must also be provided, and all information is due no more than thirty days after a grant is awarded.

In addition, applicants must register on the System for Award Management (SAM) and entities must have an active registration to receive funding from HUD. Information on SAM registration is available at <https://www.sam.gov>.

Appendix E: Project Application Public Participation Form and Document Samples

Required Format - Public Hearing Notice

Published on [February 3, 2025]:

PUBLIC HEARING NOTICE

[City/County] of [Community Name] TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

In accordance with Texas Administrative Code, Title 4, Part 1, Section 30.7 [City/County] of [Community Name] will hold a public hearing at [7:00 p.m. on February 7, 2025], at [City Hall/Courthouse/other location] regarding the submission of an application to the Texas Department of Agriculture for one or more Texas Community Development Block Grant Program (TxCDBG) grants for Program Year 2025. [City/County] of [Community Name] may be eligible to participate in the Community Development Fund [and the Colonia Fund Construction Program / Downtown Revitalization Program]. The purpose of this meeting is to allow citizens an opportunity to discuss the citizen participation plan, the development of local housing and community development needs, the amount of TxCDBG funding available, all eligible TxCDBG activities, and the use of past TxCDBG funds. The [City/County] encourages citizens to participate in the development of TxCDBG application(s) and to make their views known at this public hearing. Citizens unable to attend this meeting may submit their views and proposals to [Name, Title] at [XXX-XXX-XXXX] or at [location]. Persons with disabilities that wish to attend this meeting should contact [City Hall/Courthouse] to arrange for assistance. Individuals who require auxiliary aids or services for this meeting should contact [location] at least two days before the meeting so that appropriate arrangements can be made. Para más información en español, comuníquese con [Name] al XXX-XXX-XXXX.

Required Format – Notice of Application Activities

Published on [date]:

PUBLIC NOTICE

[Community Name] TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

[Community Name] is giving notice of the [City/County]'s intent to submit Texas Community Development Block Grant Program grant application for a Community Development Fund grant request of \$750,000 for [brief project description] in [location]. The application is available for review at the [local government office location] during regular business hours. Para obtener una copia en español, comuníquese con [local contact name] al [XXX-XXX-XXXX].

Sample Public Hearing Script

Thank you for joining me for this public hearing to discuss our community's housing and community development needs.

Before we discuss our own community needs, let me provide some background on the funding opportunities through the Texas Community Development Block Grant Program (TxCDBG). The Texas Department of Agriculture (TDA) administers this federal block grant funding allocated from the U.S. Department of Housing and Urban Development (HUD) to the State of Texas. TDA offers competitive grant programs to distribute the funding to small and rural communities across the state. Our community [has/not] received TxCDBG funding in the past [list previously funded projects]. The community needs identified in this hearing will be used to guide our own application(s) for TxCDBG funding, and to provide valuable information to TDA for the future of the program.

The first topic is affordable housing. In our community, [information on current supply of affordable housing and past efforts to increase supply]. Are there any comments about affordable housing?

The next topic is social services. In our community, the following social services are available to our residents: [list services and providers]. Are there any comments about these services, additional services that are needed, or populations that remain underserved by social services?

The third topic is public infrastructure. In our community, [information on current condition of public infrastructure]. We have addressed these needs in the past by [identify local efforts, including grants, local bonds, annual budget expenditures, etc.]. Are there any comments about our local infrastructure needs?

Finally, the fourth topic is economic development. In our community, [information on current efforts to promote economic development]. Are there any comments about economic development needs or opportunities?

Now that we have outlined many of the needs that we have in our community, let's discuss the specific funding opportunity available. In 2025, TDA is accepting applications for the Community Development Fund and the [city/county] submitted an application, committing local matching funds in order to improve our application's score. The [city/county] has been invited to continue and submit project details for an application of \$750,000 in grant funding as well as local matching funds committed in order to improve our application's score. The projects in the application must benefit primarily low- to moderate income areas. We do not anticipate that any project we identify will result in displacement of residents or businesses; however, if this does occur, we will minimize the impact of such displacement and assist displaced persons as required by the program. I have a copy of the Application Guide that includes a list of eligible activities for this funding competition, which I can share with you as well.

If you have any additional comments, concerns, or community needs to include after this hearing concludes, please send them to: [name and contact information]

Required Format - Signatory Resolution

RESOLUTION

A RESOLUTION OF THE [CITY COUNCIL / COMMISSIONERS COURT] OF [CITY / COUNTY], TEXAS AUTHORIZING [CITY / COUNTY] REPRESENTATIVES IN MATTERS PERTAINING TO THE [CITY/COUNTY]'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the [City Council / Commissioners Court] of [City/County] desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low-to-moderate income; and

WHEREAS, it is necessary and in the best interests of [City/County] to participate in the Texas Community Development Block Grant Program; and

WHEREAS, the [City Council / Commissioners Court] of [City / County] is committed compliance with federal, state, and program rules, including the current TxCDBG Project Implementation Manual; and

NOW, THEREFORE, BE IT RESOLVED BY THE [CITY COUNCIL / COMMISSIONERS COURT] OF [CITY / COUNTY], TEXAS:

That the [City Council / Commissioners Court] directs and designates the following to act in all matters in connection with any grant application and the County's participation in the Texas Community Development Block Grant Program:

- The [Mayor, Mayor Pro-Tem, City Manager, County Judge, etc] shall serve as the [City/County]'s Chief Executive Officer and Authorized Representative to
 - execute a grant application and any subsequent contractual documents,
 - certify environmental review documents between the Texas Department of Agriculture and the City/County, and
 - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs, and
 - be assigned the role of Authorized Official in the TDA-GO grant management system.
- In addition to the above designated officials, should any grant be funded the [Mayor Pro-Tem, City Manager, City Secretary, City Council Member, County Clerk, County Auditor, County Treasurer, etc] is authorized to
 - certify the Payment Request form and/or other forms required for requesting funds to reimburse project costs,
 - prepare and submit other financial documentation, and
 - be assigned the role of Project Director or Payment Processor in the TDA-GO grant management system.

Passed and approved this ____ day of _____, 20__.

John Doe, [Mayor/County Judge]
[Community Name], Texas

Mary Smith, [City Clerk/County Clerk]
[Community Name], Texas

[Note: replace all red text with appropriate response]



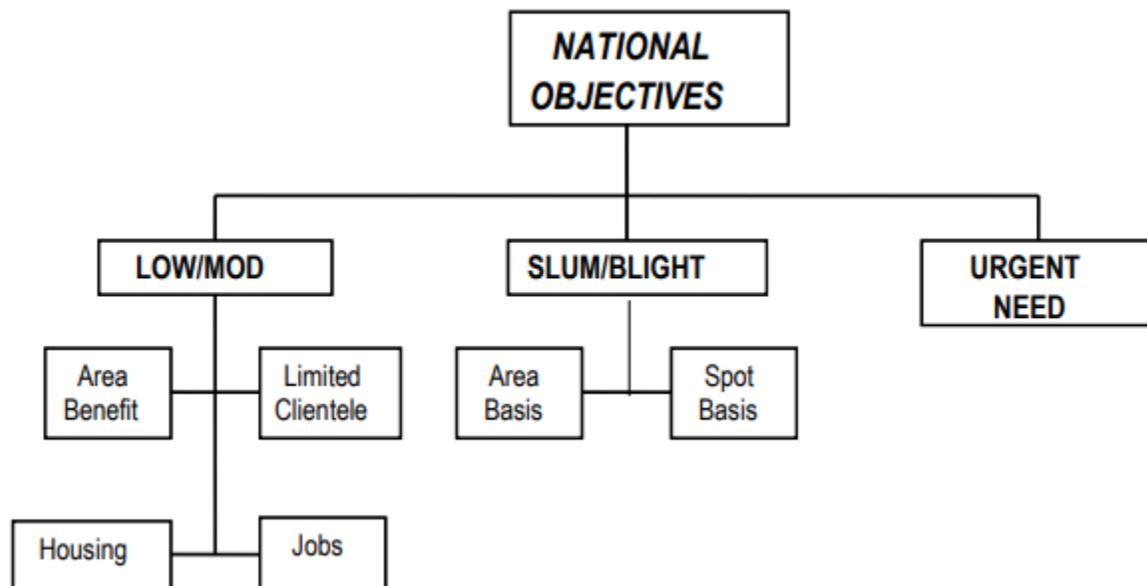
Texas Community Development Block Grant Program Guide to Meeting a National Program Objective

Texas Department of Agriculture Office of Rural Affairs
January 2021

Introduction

Each proposed activity included in an application for Texas Community Development Block Grant (TxCDBG) program funds must meet one of the U.S. Housing and Urban Development's (HUD) three National Program Objectives (NPO). These NPOs have three critical objectives:

1. Principally benefit low- and moderate-income (LMI) persons.
 - Low-to-moderate income area benefit
 - Low-to-moderate income limited clientele
 - Low-to-moderate income housing
 - Low-to-moderate income jobs.
2. Aid in the prevention or elimination of slums and blight.
 - Slum/blight area basis
 - Slum/blight spot basis
3. Meet other community development needs of particular urgency which represent an immediate threat to the health and safety of residents of the community.



The NPO is determined by the actual project/activities proposed in the application and the area served by those activities, not the overall community characteristics. Only one NPO may be reported for each application, and only one method of qualifying the NPO may be used for each benefit area and activity.

Benefit Low-to-Moderate Income Persons

Activities under this NPO category are carried out to principally benefit low-to-moderate income persons. Under this NPO it is critical to determine both the persons to be served by an activity and their income relative to the county's Median Family Income (MFI)—families with reported income no greater than 80% of the County MFI are considered low-to-moderate income persons.

There are four categories that can be used to qualify activities under this national objective.

Low-to-Moderate Income Area Benefit (LMA) – Requirements

Most TxCDBG projects will meet the LMA National Program Objective. Specifically, the Community Development (CD) Fund, Colonia Fund Construction (CFC), Planning and Capacity Building (PCB), and Fire, Ambulance, and Service Truck Fund (FAST) programs all fund activities that may provide area benefit to LMI persons.

For an activity to qualify under the LMA category, the service/benefit area of the activity must be primarily residential and benefit at least 51.00% LMI persons (NOT 50.99%). An activity with a benefit area that is not primarily residential may not qualify under the LMI area benefit category even if the activity provides benefits to all residents in the benefit area and the residents are primarily LMI persons.

Grant Applicants should first identify and define their project's benefit area(s). The method(s) used by a Grant Applicant to identify the benefit area and the beneficiaries of an activity are based on the type of activity proposed and the persons that could or will actually benefit from the proposed activity. Factors that may be considered in determining a benefit/service area include:

- **Nature of the activity** – In general, the size and scope of the activity should be taken into consideration. **EXAMPLE:** Consider the varying degree of impact that improvements to a residential distribution water line versus a main trunk line versus a large water transmission line within the same town; the benefit area for each of these projects would be different in size and population.
- **Location of the activity** – In general, the immediate area surrounding a facility is expected to be included in the service area. Additionally, when a facility is located near the boundary of a neighborhood or community, it's benefit area could likely include portions of the adjacent neighborhood as well as the one in which it is located.
- **Accessibility issues** – Geographic barriers can separate and preclude persons residing in a nearby area from taking advantage of a facility. Other limits to accessibility can include fees, language barriers, time, or duration that an activity is available, access to transportation, etc.
- **Availability of comparable activities** – Comparable activities within the benefit area should be considered so that the benefit area does not overlap with the benefit area of another comparable activity.
- **Boundaries for facilities and public services** – The service area for some public facilities and services are determined based on specified and established boundaries or districts.
EXAMPLES: Fire stations, water supply districts, and healthcare jurisdictions.

For activities with multiple non-contiguous benefit areas, each benefit area must **separately** meet the LMI National Program Objective: At least 51% of the beneficiaries in each non-contiguous benefit area must be LMI.

Low-to-Moderate Income Area Benefit (LMA) – Project Activities

This section includes descriptions of acceptable methods of identifying beneficiaries of a proposed eligible activity under the LMA National Program Objective.

Water Distribution Lines or Sewer Collection Lines in Residential Areas

Residents should be included in the benefit area if the water or sewer lines installed provide service to the residences and will benefit from the proposed activity. If applicable, project activities must include funds to pay related special assessments, service connection costs, and fees levied against residential properties owned and occupied by LMI persons.

NOTE: When delineating benefit area for this project activity, all residents in the defined benefit area should receive benefit from the improvements. The benefit area should not include households that do not have access to services from the residential water/sewer line.

Sewer Main Trunk Lines & Water Main Supply Lines

Residents should be included in the benefit area if the water provided through the new or replaced lines is available to them. Residents should be included in the benefit area if the sewer collection lines serving the residence will flow into the new or replaced sewer collector trunk lines en route to the treatment plant.

Looping of Water Lines

Residents should be included in the benefit area and considered beneficiaries if the residence is receiving improved water pressure or an alternative means of access to water through the looping of water lines.

Water Treatment, Water Supply, Water Storage Improvements

These improvements generally provide a community-wide or system-wide benefit. If the improvement provides less than a system-wide benefit, the benefit area should only include the residents that will benefit from the improvement.

Sewage Treatment Plant Improvements

All residents served by the sewer treatment facility that will be improved by the proposed project activities are considered beneficiaries. If there is more than one treatment facility serving the Grant Applicant's jurisdiction, the benefit area should only include the residents that are served by the treatment facility to be improved.

Water and Sewer Service Connections

Residents residing in homes that receive a service connection, service re-connection, or water meter may be considered beneficiaries if the improvement is located on public property. For connections and yard lines located on private property, refer to *the Low-to-Moderate Income Housing NPO* section.

Street Improvements

Residents whose property lines abut the arterial or collector streets targeted for improvement, as well as those who rely on the targeted streets as the only way to access their residence should be included in the benefit area. Residents of arterial street blocks whose property abuts either side of the collector streets targeted for improvement should also be included in the benefit area.

Community-wide benefit may be used to qualify street improvement activities proposed on streets that provide access to community facilities such as post offices, schools, and local government offices.

Eligible street improvements include new street construction, street reconstruction, acquisition of additional rights-of-way for construction at new locations, or for adding width capacity, bridge/culvert replacement where deteriorated or obsolete, curb and gutter when done in conjunction with other eligible street activities.

Sealcoating, overlays, level-ups, extensions of installations of curb and gutter not in conjunction with eligible paving activity listed above are not eligible activities.

Flood and Drainage Improvements

All residents in the recognized drainage base or the area that will actually receive improved drainage from the proposed activities should be included in the benefit area and count as beneficiaries.

NOTE: Flood and drainage improvements include retention ponds, catch basins, streambank erosion controls, channelization of streambeds, and/or dams. Flood and drainage activities are **not** storm sewers, street drains, or storm drains. See *Street Improvements* for appropriate beneficiary guidance.

Solid Waste Disposal/Landfills/Transfer Stations

Residents of the service area for the landfill or transfer station are considered beneficiaries and should be included in the benefit area.

Community Centers

If there is only one community center in the neighborhood, this may be a community-wide benefit activity. If there is more than one community center, the Grant Applicant must identify the benefit area for the center. All residents in the benefit area of the proposed center are beneficiaries.

Acquisition of Real Property (not associated with construction activity)

Acquisition activities associated with another eligible activity, such as acquisition of a right-of-way for water improvements, are considered part of the construction activity, for purposes of determining benefit area. Contact TDA for further assistance.

Demolition

Residents whose property line is adjacent to the properties to be cleared may be considered beneficiaries. Contact TDA prior to application submission to determine appropriate benefit area requirements.

Relocation Assistance

When the unit of general local government is required to provide relocation assistance, residents benefitting from relocation assistance activities are the same beneficiaries as those who benefit from the activity that required their displacement.

When relocation assistance is voluntary, the unit of general local government may qualify the assistance—based on the NPO addressed by the displacing activity, or if the relocation assistance is provided to LMI persons, based on principally benefitting LMI persons.

Fire Prevention

All residents in the primary service area for the specific improvements, such as fire hydrants, fire stations, emergency vehicles, and equipment, are beneficiaries.

Parks and Recreational Facilities

If there is only one park or recreational facility in the community, it is generally considered a community-wide benefit project. If there is more than one park or recreational facility, the Grant Applicant must identify the benefit area of the park or recreational facility.

Code Enforcement

Grant Applicants must contact TDA prior to application submission to determine appropriate benefit area requirements.

Planning-only Activities

When planning is the only activity included in a TxCDBG project, the application must include documentation that at least 51% of the persons who would benefit from the implementation of the plan are LMI persons. Planning activities for an entire community or smaller benefit area with at least 51% LMI population will meet the LMA National Program Objective.

Low-to-Moderate Income Housing Benefit (LMH) – Requirements

For an activity to qualify under the LMI Housing benefit (LMH) category, activity must provide or improve permanent residential structures that will be occupied by LMI persons. **All** beneficiaries of LMH activities must be LMI person.

Low-to-Moderate Income Housing Benefit (LMH) – Project Activities

This section includes descriptions of acceptable methods of identifying beneficiaries of a proposed eligible activity under the LMH National Program Objective.

Housing Rehabilitation

LMI persons residing in housing that will receive rehabilitation assistance are considered beneficiaries. Since the actual number of beneficiaries may not be known when the application is prepared, a Grant Applicant may estimate the number of beneficiaries by multiplying the number of housing units proposed for rehabilitation by the average family size for the Grant Applicant's jurisdiction obtained from census data. **EXAMPLE:** Ten proposed housing units to be rehabilitated and an average family size of 3.5 persons for the jurisdiction would yield an estimate of 35 beneficiaries.

The beneficiaries of TxCDBG-financed housing rehabilitation assistance, including rehabilitation of housing units to include improvements necessary to make the units accessible to persons with disabilities, are limited to LMI persons.

Voluntary Relocation Assistance

When relocation is voluntary under a TxCDBG-financed housing rehabilitation project, assistance is limited to LMI persons. The beneficiaries are residents of the housing units that receive voluntary relocation assistance.

Rental Housing Activities

Beneficiaries are LMI persons residing in units that receive TxCDBG assistance. Rents must be held at affordable levels in order to qualify under the housing activities category.

Water and Sewer Yard Lines and Service Connections on Private Property

For projects that include the provision of first-time water service or first-time sewer service, the installation of service connections and yard service lines on private property is considered a housing rehabilitation activity and must meet the housing activity criteria. TxCDBG funds will only pay for the costs of service

connections, yard service lines, and related house plumbing improvements that are located on private property for LMI persons.

EXAMPLE: Blue City receives a TxCDBG grant to provide first-time sewer service in a benefit area that includes 80 persons, of which there are 52 LMI persons. The beneficiaries of the sewer collections lines, lift stations, etc. needed to provide service to the benefit area are all 80 persons. Blue City will provide TxCDBG-funded assistance to the LMI persons in the benefit area for sewer house connections, yard service lines, and related plumbing improvements; those improvements are a housing rehabilitation activity benefitting only the 52 LMI persons.

On-Site Sewage Facilities (OSSF)

For projects that include the provision of first-time on-site sewage facilities or replacement of on-site sewage facilities, the installation of septic systems on private property is considered a housing rehabilitation activity and must meet the housing activity criteria. TxCDBG funds will only pay for the systems that are located on private property for LMI persons. Grant Applicants applying for this activity must provide a waiting list of homeowners that have requested assistance, including addresses, in order to document the need as described in the Community Needs Assessment.

Waiting List and Selection Guidelines for Housing Activities (If Applicable)

Grant Applicants with projects that include the provision of first-time on-site sewage facilities (OSSF), replacement of OSSF, or scattered first-time water or sewer service yard lines that are not associated with the installation of a main trunk line must provide a waiting list of homeowners, including addresses, that have indicated a need and willingness to participate in the program. At a minimum, this waiting list must include the address, LMI status of household, and confirmation from the homeowner acknowledging that the project's impact has been discussed with them and their willingness to participate in the program.

Additionally, Grant Applicants must also submit a draft of the selection guidelines that will govern the selection process of the households that will receive benefit. Samples of housing rehabilitation and OSSF guidelines can be found in the TxCDBG Project Implementation Manual on the TDA website. If the Grant Applicant has already received approval for the same activity and benefit area, include a copy of the TDA approval with the guidelines.

Low-to-Moderate Income Limited Clientele Benefit (LMC) - Requirements

Under the LMC category, 51% of beneficiaries of an activity must be LMI persons. Activities in this category provide benefits to a specific group of persons rather than everyone in an area. In contrast to LMA, it is not the LMI concentration of the benefit area of the activity that determines whether the activity qualifies, but rather the actual number of LMI persons that benefit from the activity.

To qualify as a limited clientele activity, the activity must meet **one** of the following tests:

- Benefit a clientele who are generally presumed to be principally LMI persons. Activities that exclusively service a group of persons in any one or a combination of the following categories may be presumed to benefit 51% LMI.
 - Elderly persons (aged 62 and over)
 - Abused children
 - Battered spouses
 - Homeless persons

- Illiterate adults
- Migrant farm workers
- Persons living with AIDS
- Persons meeting the census bureau definition of **severely disabled**. Persons are classified as having a severe disability if they
 - use a wheelchair or have used another special aid for six months or longer;
 - are unable to perform one or more functional activities or need assistance with an activity of daily living, such as getting around inside the home, getting in or out of bed or a chair, keeping track of money or bills, preparing meals, doing light housework, and using the telephone;
 - are prevented from working at a job or doing housework;
 - have a selected condition including autism, cerebral palsy, Alzheimer's disease, senility or dementia, intellectual disabilities; or
 - are less than 65 years of age and are covered by Medicare or receive Supplementary Security Income (SSI).
- Require information on family size and income so that it is evident that at least 51% of the clientele are persons whose family income does not exceed the LMI limit.
- Have income eligibility requirements which limit the activity exclusively to LMI persons.
- Be of such a nature, and be in such a location, that the activity's clientele will primarily be LMI persons.

An eligible TxCDBG activity that exclusively serves the residents of Public Housing Authority (PHA) units could qualify as limited clientele activity because the income guidelines used to determine PHA eligibility are the HUD Section 8 Income Limits.

For facilities that provide services to limited clientele, general use of the facility and use by persons that are not limited clientele must represent only incidental use. Otherwise, the activity must qualify as an area benefit activity that includes all persons residing in the city for a city center or all persons residing in the county for a county center.

TxCDBG Grant Applicants considering using limited clientele to document the project's NPO (as allowed by fund type) should contact TDA for assistance in determining the required beneficiary documentation based on the proposed activities.

Low-to-Moderate Income Limited Clientele Benefit (LMC) – Project Activities

Community Center, Multi-Purpose Center, and Service Center Activities

A community center, multi-purpose center, or service center activity could qualify as a limited clientele activity if the center exclusively serves

- one or a combination of the groups of persons in the accepted categories listed for limited clientele activities;
- persons through programs that require information on family size and income where there is evidence that at least 51% of the clientele are LMI; or
- persons through programs that are limited to persons of low-to-moderate income.

When activities are limited to one or a combination of the groups of persons in the accepted categories listed for limited clientele activities, it may be presumed that the activity benefits 51% LMI persons. The number of LMI beneficiaries will equal 51% of the total number of persons estimated to be served by the center.

Grant Applicants should provide details of the local program requirements, income limits, or the conditions(s) on which the limited clientele eligibility is based. The number of limited clientele beneficiaries should be substantiated through clientele lists or certified by the director of the facility or program. Recently established programs or facilities may need to utilize census data to support the applications estimate as to the number of persons to be served by the program/facility.

Senior Center Activities

A senior center activity could qualify as a limited clientele activity if the center exclusively serves

- elderly persons (age 62 and over) or a combination of the groups of persons in the accepted categories listed for limited clientele activities; or
- persons through programs that require information on family size and income where there is evidence that at least 51% of the clientele are LMI; or
- persons through programs that are limited to persons of low-to-moderate income.

When activities are limited to one or a combination of the groups of persons in the accepted categories listed for limited clientele activities, it may be presumed that the activity benefits 51% LMI persons. The number of LMI beneficiaries will equal 51% of the total number of persons estimated to be served by the senior center.

Grant Applicants should provide details of the local program requirements, income limits, or the conditions(s) on which the limited clientele eligibility is based. The number of limited clientele beneficiaries should be substantiated through clientele lists or certified by the director of the facility or program. Recently established senior programs or facilities may need to utilize census data to support the applications estimate as to the number of persons to be served by the program/facility.

Service Centers for Severely Disabled Persons

A service center for severely disabled persons activity (facilities such as physical/vocational rehabilitation centers, mental health/mental retardation service centers, etc.) could qualify as a limited clientele activity if the center exclusively serves

- severely disabled persons or a combination of the groups of persons in the accepted categories listed for limited clientele activities; or
- persons through programs that require information on family size and income where there is evidence that at least 51% of the clientele are LMI; or
- persons through programs that are limited to persons of low-to-moderate income.

When activities are limited to one or a combination of the groups of persons in the accepted categories listed for limited clientele activities, it may be presumed that the activity benefits 51% LMI persons. The number of LMI beneficiaries must equal 51% of the total number of persons estimated to be served by the center.

Grant Applicants should provide details of the local program requirements, income limits, or the conditions(s) on which the limited clientele eligibility is based. The number of limited clientele beneficiaries should be substantiated through clientele lists or certified by the director of the facility or program. Recently established programs or facilities may need to utilize census data to support the applications estimate as to the number of persons to be served by the program/facility.

Provision of Accessibility to Public Buildings

Removal of architectural barriers to the mobility or accessibility of elderly persons or severely disabled persons to public buildings could qualify as a limited clientele activity if the activity is limited to public buildings. The Grant Applicant must be able to document that complete accessibility to the public building is being provided.

A TxCDBG application that includes a public building accessibility activity must include improvements such as handrails, ramps, widening of doorways (entrances and exits to the building and to primary offices and meeting rooms), modifications of restroom facilities, elevator(s), parking, and related improvements.

The beneficiary count for this activity is based on the number of elderly persons and severely disabled adults residing in the service area for the public building and it is presumed that the project will meet the NPO of principally benefitting persons of low-to-moderate income. For the provision of accessibility to a County Courthouse, the beneficiary population would be determined on a county-wide basis. For the provision of accessibility to a City Hall, the beneficiary population would be determined on a city-wide basis.

Low-to-Moderate Income Job Creation or Retention (LMJ) – Requirements

The job creation and retention LMI benefit (LMJ) category addresses activities designed to create or retain permanent jobs, at least 51% of which will be held by LMI persons.

For an activity that creates/retains jobs, the Grant Applicant and the business must document that at least 51% of the jobs are or will be held by LMI persons. For purposes of determining whether a job is or will be held by LMI persons, the Grant Applicant **must** use one of the following methods of documentation

- The business may survey all persons filling a created/retained job. Persons filling a created job should be surveyed at the time of employment. Persons holding a retained job should be surveyed prior to application submission.
- The person(s) employed by the business for created/retained jobs may be presumed to be low-or-moderate income person if the person resides within a census tract that meets the following HUD-determined criteria:
 - The census tract has a poverty rate of at least 20% as determined by the most recently available American Community Survey (ACS) information; or
 - The census tract does not include any portion of a central business district, as this term is used in the most recent Annual Retail Trade Survey (ARTS), unless the tract has a poverty rate of at least 30% as determined in most recently available ACS information; or
 - The census tract shows evidence of pervasive poverty and general distress by meeting at least one of the following standards
 - The census tract has a poverty rate of at least 20%; or
 - Has at least 70% of its residents who are low-and-moderate income persons; or
 - The assisted business is located within a census tract that meets the requirements of this subparagraph, and the job under consideration is to be located within that census tract.

Low-to-Moderate Income Job Creation or Retention (LMJ) – Project Activities

Currently, no TxCDBG Programs use the LMJ benefit category. As additional economic development activities are established, this section will be updated,

Aid in the Prevention or Elimination of Slums and Blight

Activities under this NPO category are carried out to address one or more of the conditions which have contributed to the deterioration of an area designated as a slum or blighted area. Under the slum blight national objective, determining the extent of and physical conditions that contribute to blight is central to qualifying an activity.

There are two categories that can be used to qualify activities under this national objective.

- Prevent or eliminate slums and blight on an area basis; or
- Prevent or eliminate slums or blight on a spot basis.

Slum Blight Area Basis (SBA)

To qualify under this category, the area in which the activity occurs (project area) must be designated as slum or blighted. The following criteria apply:

- The designated area in which the activity occurs must meet the definition of a slum, blighted, deteriorated or deteriorating area under state law.
- The project activities must address the identified conditions that contributed to the slum and blight.
- At least 25% of the buildings throughout the area are deteriorated or deteriorating.
- Documentation of the boundaries of the area and the conditions that qualified the area at the time of its designation must be provided and maintained. The designation of an area as slum or blighted should be within five years of the application deadline.

An area within a municipality may be considered as slum or blighted if the area is detrimental to the public health, safety, morals, and welfare of the municipality because the area

- has a predominance of buildings or other improvements that are dilapidated, deteriorated, or obsolete due to age or other reasons;
- is prone to high population densities and overcrowding due to inadequate provision for open space;
- is composed of open land that, because of its location within municipal limits, is necessary for sound community growth through re-platting, planning, and development for predominately residential uses; or
- has conditions that exist which
 - endanger life or property by fire or other causes; or
 - are conducive to the ill health of the residence, disease transmission, abnormally high rates of infant mortality, abnormally high rates of juvenile delinquency and crime, or disorderly development because of inadequate or improper planning for adequate residential development of lots, streets, and public utilities.

The documentation required to show that proposed project activities will meet the SBA national objective include:

- A designation of the boundaries of the area experiencing conditions of slums or blight;
- A description of the conditions which qualified it as a slum or blighted area at the time of its designation; and
- The way in which each activity addresses one or more conditions that qualified the area as slums or blighted.

The TxCDBG program requires Grant Applicants to document and report the beneficiaries of each proposed application activity regardless of the NPO met by the activity. For SBA activities, all residents of the community shall be considered beneficiaries.

Slum Blight Spot Basis

Qualification under this category is dependent on the project activity eliminating conditions of blight or physical decay on a spot basis. Spot basis activities are **not** located in a slum or blighted area, and activities are typically isolated to a single building or structure.

Activities under this category are limited to acquisition, clearance/demolition, relocation, historic preservation, remediation of environmentally contaminated properties, and building rehabilitation activities.

NOTE: Under this category, rehabilitation is limited to the extent necessary to eliminate specific conditions detrimental to public health and safety.

The TxCDBG program requires Grant Applicants to document and report the beneficiaries of each proposed application activity regardless of the NPO met by the activity. For slum blight spot activities, identification of the beneficiaries will depend on the type and location of the proposed activity.

Urgent Need (UN)

Activities under this category are designed to alleviate emergency conditions. Urgent Need (UN) qualified activities must meet the following criteria:

- The existing conditions must pose a serious and immediate threat to the health or welfare of the community.
- The existing conditions are of recent origin or recently became urgent.
- The Grant Applicant certifies that it is unable to finance the activity on its own and other sources of funding are not available.

The TxCDBG program requires Grant Applicants to document and report the beneficiaries of each proposed application activity regardless of the NPO met by the activity. For UN activities, identification of the beneficiaries will depend on the type of activity proposed and the persons that will actually benefit from the proposed activity. See LMA section for activity-specific details or contact TDA staff for additional assistance.

Documenting Beneficiaries

The TxCDBG program requires Grant Applicants to document and report the beneficiaries of each proposed application activity regardless of the NPO met by the activity. Therefore, Grant Applicants must document the beneficiaries for each activity included in an application for any TxCDBG fund category.

Once an applicant has identified the service area of a proposed activity, there are two acceptable methods that may be used to document the total beneficiaries and the number of LMI beneficiaries.

LMISD Requirements

Use **low-to-moderate income summary data (LMISD)** to document beneficiaries when the service area can be “reasonably delineated” by LMISD geographies.¹

- To support this determination, a statement from a qualified individual (e.g., engineer, architect, utility operator) should be provided to explain how the service area was determined. This determination should be clear and logical, as supported by specific details about the existing conditions, the proposed project’s impact, and anticipated outcomes.
- A geography that is entirely enclosed by a service area would be included in the calculation of beneficiaries. In instances where a geographic area is partially overlain by the service area, a determination of the percentage of the block group population that is located within the service area is required. This percentage shall be calculated at the block (not block group) level.
 - Grant Applicants must first determine the total block group population. The total BG population can be found on the data.census.gov website, Table P1.
 - Grant Applicants must determine which blocks (B) within the block group (BG) are within the service area. Grant Applicants may find utilizing block-level maps of the service area helpful in this step. Block level maps can be found on the census website at <https://www.census.gov/geographies/reference-maps/2010/geo/2010-census-block-maps.html>.
 - Collect and aggregate block-level population data. Block-level population data is available at www.data.census.gov.
 - Calculate the block-level population included in the benefit/service area and compare to the entire block group population to determine the percentage of block group residents within the benefit area. **CALCULATION:**
$$\text{Total population of blocks within benefit area} \div \text{Entire BG population} = \text{Percent of BG residents within benefit area}$$
 - Determine the results.
 - If 70% or more of the BG population is within the benefit area, the LMISD for this geography must be included.
 - If 20% or less of the BG population is within the benefit area, the LMISD for this geography must be excluded.
 - If 21% - 69% of the BG population is in the benefit area, then the Grant Applicant cannot use this method and will need to conduct a survey of the **entire** service area.

LMISD documentation that does not meet these requirements will not be approved, which may also result in disqualification of the application

¹ CPD Notice 19-02. The notice can be found at: <https://www.hudexchange.info/resource/5794/notice-cpd1902-low-and-moderate-income-summary-data-updates/>

TxCDBG Survey Requirements

Use the **survey method** to document beneficiaries for projects that have a small benefit area or for proposed project activities with a service area that cannot be **reasonably delineated** by standard census geographic areas—place, census tracts or block groups.

Detailed Survey Methodology instructions and required forms can be found on TDA's [Beneficiary Documentation](#) webpage.

The TxCDBG Program has set the following survey requirements:

- All required survey documentation must be submitted to TxCDBG staff for verification. Survey questionnaires completed by the Grant Applicant that do not meet the survey submission requirements may not be used to document the beneficiaries for an application, unless waived in writing, by the TxCDBG program.
- The Grant Applicant must provide the following documentation, at a minimum, for each activity included in an application where TxCDBG surveys were completed to document beneficiaries.
 - *Signed Survey Tabulation Form(s)*. This validates the beneficiaries claimed for each activity or target area.
 - Primary survey list to include a comprehensive list of addresses of the households² in the service area.
 - All survey questionnaires including responses, non-responses, and vacancies for each activity.
- For a completed survey to be eligible, it must meet the following requirements
 - **Survey Size**: For proposed projects benefitting less than 200 households, the Grant Applicant must survey 100% of households benefitting from proposed project. For surveys benefitting more than 200 households, a random survey may be conducted.
 - **100% Effort**: The Grant Applicant must demonstrate a 100% effort in contacting 100% of households in the survey including all vacant housing units, which a Grant Applicant shall indicate on the survey questionnaire as vacant. The Grant Applicant will contact twice, at a minimum, if the initial attempt fails.
 - **80% Response**: Grant Applicants **must** obtain at least an 80% response rate from all households in the survey.

Surveys that do not meet these requirements will not be approved, which may also result in disqualification of the application.

- Any survey questionnaire which does **not** include the following information may be considered a non-response or a non-LMI household, as appropriate.
 - The location where the survey was conducted (city or county)
 - The respondent's street address
 - The date(s) for contact attempt(s)
 - The HUD Section 8 Income limits inserted for family sizes one through 12

² In this guidance, **household** and **family** are used interchangeably; however, if multiple **families** reside in the same household, a separate questionnaire must be completed for **each** family. See Appendix I for definitions of the terms used in this guide.

- Conflicting information between the identified family size and the family size income limit if it is higher than the correct income limit for that family size. **EXAMPLE:** A family with three persons is asked to compare the family's income to the income limit for a four-person family.
- A Grant Applicant may use a previously completed and verified survey to document the beneficiaries for a proposed activity within an application if the following requirements are met:
 - The previously completed and verified survey was conducted in accordance with the methodology specified within this manual.
 - The survey questionnaires were completed no more than five years prior to the application deadline for programs with an actual application deadline, or the actual date of submittal of an application for programs without an application deadline.
- For the 2019 LMISD and later, HUD now includes the Margin of Error (MoE) for all geographies and requires that the use of alternative data (an income survey) have a MoE less than the LMISD MoE. The survey instructions in this guide are based on a 95% confidence level. Before a Grant Applicant undertakes a survey for a geographic area, they must check the MoE in the current LMISD to ensure that the survey will meet this requirement. If a Grant Applicant's LMISD has a MoE of less than +/- 5%, they **must** contact TxCDBG for additional guidance.
- Grant Applicants using surveys to document the beneficiaries must use one of the TxCDBG survey questionnaires located on TDA's website to complete a door-to-door survey unless an alternate method is approved, in writing, by the TxCDBG program.

Other Beneficiary Documentation Parameters

- Public Housing Authority (PHA) certifications for income qualified units can only be included in a 100% survey or if the entirety of the PHA is within the proposed project's service area. If a random survey is conducted, each unit must be treated as a separate household in the comprehensive address list and a questionnaire must be completed for each unit as selected by the random number generator. When using LMISD, PHAs are accounted for in this data and cannot be added.
- Group quarters including prisons, dormitories, nursing homes, and institutional group quarters, are not considered part of the beneficiary population. This provision is consistent with the LMISD, which excludes these populations from this data.
- Grant Applicants cannot combine place and block group data as these data sets have overlapping areas and would likely "double-count" beneficiaries.
- Surveys and LMISD cannot be combined in any circumstance. The combination of survey data and LMISD has been determined by HUD to not be methodologically sound, and as such is not an acceptable method of documenting beneficiaries. In instances where the service area of a project extends beyond the boundaries of a census-designated geographic area but does not substantially encompass adjacent geographic areas, a survey of the entire service area would be required.