EST. 1955

SPRING VALLEY

VILLAGE

Regular City Council Meeting

December 11, 2018

6:00 p.m.

Tom S. Ramsey, Mayor
David Dominy
Joy McCormack

Allen Carpenter, Mayor Pro Tem
Tom Donaho
Marcus Vajdos

EST. 1955
SPRING VALLEY
VILLAGE

Notice is Hereby Given of a Regular Meeting of the City Council City of Spring Valley Village, Texas, 1025 Campbell Road, Spring Valley Village, Texas, in the Council Chambers, Tuesday, December 11, 2018, beginning at 6:00 p.m., For the Purpose of Considering and Acting upon the Following Items of Business:

1. **CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT**

2. **INTRODUCTIONS**

3. **PROCLAMATIONS / ANNOUNCEMENTS / PRESENTATIONS**

   3.1 Presentation of Level III Municipal Court Clerk Certification to Roxanne Benitez

4. **PUBLIC COMMENTS**

   At this time, any person with City-related business may speak to the Council. In compliance with the Texas Open Meetings Act, the City Council may not deliberate. **Comments from the public should be limited to a maximum of three (3) minutes per individual speaker.**

5. **CONSENT AGENDA**

   All matters listed under consent agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

   5.1 Minutes for City Council Meeting on November 13, 2018

   5.2 Minutes from City Council Traffic Calming Workshop on November 13, 2018

   5.3 Resolution Number 18-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF A RENEWAL OF THE INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF SPRING VALLEY VILLAGE TO HOUSE, SUPPORT, MAINTAIN, AND CONFINE MUNICIPAL PRISONERS IN HARRIS COUNTY JAILS, AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE.

   5.4 Resolution Number 18-XX - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT FOR ADMINISTRATION AND IMPLEMENTATION OF A REGIONAL WATERSHED PROTECTION EDUCATION PROGRAM BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND HARRIS COUNTY;

PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

5.5 Award of Request for Proposals Number 2018-09-501 for Grant Services to Public Management, Inc.

5.6 Resolution Number 18-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND PUBLIC MANAGEMENT, INC. FOR GRANT SERVICES (RFP #2018-09-501); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

OLD BUSINESS

6. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on November 28, 2018. (Council Member Carpenter / Mayor Ramsey)

7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Planning and Zoning Commission Meeting of December 10, 2018. (Council Member Vajdos / City Attorney Loren Smith)

8. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Civic Activities Board Meeting of November 26, 2018. (Council Member Donaho)

NEW BUSINESS

9. **CONDUCT A PUBLIC HEARING CONCERNING:** A Preliminary and Final Re-Plat of Spring Oaks Section 3, Partial Re-plat No. 2, A Plot Containing 0.3067 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 8324 Merlin Drive.

   A. Presentation of Preliminary and Final Re-Plat by Applicant

   B. Those In Favor

   C. Those Opposed

   D. Adjourn Public Hearing

10. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** A Preliminary and Final Re-Plat of Spring Oaks Section 3, Partial Re-plat No. 2, A Plot Containing 0.3067 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 8324 Merlin Drive.

11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** The Preliminary and Final Original Plat of Briar Branch Park, a Plot Containing 1.695 Acres of Land, Situated

in the Bingle West Planned Area Development District, City of Spring Valley Village, Harris County, Texas, Bearing the Address of 1045 Bingle Road.

12. **DISCUSSION AND DIRECTION CONCERNING:** Request to Reconsider No Parking Zone on the South Side of Bace Drive.

13. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Notice of Sale and Preliminary Official Statement for Tax and Revenue Certificates of Obligation, Series 2019.

14. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Village Fire Department FY 2018 Budget Amendment #2.

15. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** November 2018 Police Department Staff Report (Chief Evans):
    1. Number of Calls for Service
    2. Number of Traffic Violations
    3. Number of K-9 Deployments

16. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Briefing by City Administrator:
    1. Update on Senate Select Committee on Property Tax Reform Public Hearing on November 28, 2018 at Lone Star College Montgomery

17. **EXECUTIVE SESSION**: The City Council Will Now Hold A Closed Executive Meeting Pursuant To The Provision Of Chapter 551, Government Code, Vernon's Texas Codes Annotated, In Accordance With The Authority Contained In:

    17.1 Section 551.074 – Personnel Matter – Discussion to Deliberate the Appointment, Employment, Evaluation, Reassignment, Duties, Discipline, or Dismissal of the City Administrator.

18. **RECONVENE**

19. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Matters Discussed In Executive Session

20. **<u>ADJOURNMENT</u>**

Agenda items may not necessarily be considered in the order that they appear. With regard to any item, Council may take various actions, including but not limited to rescheduling an item in its entirety or for particular action at a future date or time.

The City Council reserves the right to convene in executive session from time to time as deemed necessary during this meeting to discuss any of the matters listed in the agenda, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts & Donations), 551.074 (Personnel Matters), 551.076 (Deliberations Regarding Security Devices) or 551.087 (Deliberations Regarding Economic Development Negotiations).

I certify that a copy of the December 11, 2018 agenda of items to be considered by City Council was posted on or before the 6th day of December, 2018, at 10:00 a.m. pursuant to the Open Meetings Act, Chapter 551 of the Texas Government Code.

Attest: Roxanne Benitez

Roxanne Benitez, TRMC, CPM, CMC
City Secretary

In compliance with the Americans with Disabilities Act, this facility is wheelchair accessible and accessible parking spaces are available. To better serve attendees, requests for accommodations or interpretive services should be made 48 hours prior to this meeting. Please contact the City Secretary's office at 713-465-8308, Fax 713-461-7969, or Email secretary@springvalleytx.com for further information.

Consent Agenda Items

MINUTES OF THE REGULAR CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, NOVEMBER 13, 2018 AT 6:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS

1. CALL THE ROLL AND ANNOUNCE A QUORUM IS PRESENT

With a quorum of the Council Members present, the Regular Meeting of the Spring Valley Village City Council was called to order by Mayor Ramsey at 6:02 p.m.

Members Present:
Mayor Tom Ramsey
Mayor Pro-Tem Allen Carpenter
Council Member David Dominy
Council Member Tom Donaho
Council Member Joy McCormack

Members Absent:
Council Member Marcus Vajdos

2. INTRODUCTIONS

Julie Robinson, City Administrator
Roxanne Benitez, City Secretary
Michelle Yi, City Treasurer
Loren Smith, City Attorney
Mark Schulze, Police Captain
David Dixon, Police Commissioner
Oscar Arevalo, Building Official
Arthur Faiello, Director of Public Works

3. PROCLAMATIONS / ANNOUNCEMENTS

None.

4. PUBLIC COMMENTS

None.

5. CONSENT AGENDA

All matters listed under consent agenda, are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired, that item will be removed from the consent agenda and will be considered separately.

5.1 Minutes for Regular City Council Meeting on October 23, 2018

5.2 Minutes for Special Called City Council Meeting on October 23, 2018

5.3 Resolution Number 18-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, RATIFYING THE ACTIONS OF THE CITY ADMINISTRATOR IN EXECUTING ARBITRAGE REBATE

COMPLIANCE SERVICES AGREEMENT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND FIRST SOUTHWEST ASSET MANAGEMENT, LLC; PROVIDING FOR INCORPORATION OF PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.

Council Member Carpenter made a motion to approve all items on the Consent Agenda, and Council Member Dominy seconded the motion. Motion carried 4-0.

OLD BUSINESS

6. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Village Fire Department Commissioners Meeting on October 25, 2018. (Council Member Carpenter / Mayor Ramsey)

   Council Member Carpenter advised that re-roof project of the Village Fire Department is 75% complete.

7. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** Activities of the Planning and Zoning Commission Meeting of November 12, 2018. (Council Member Vajdos/City Attorney Loren Smith)

   City Attorney Loren Smith advised that the Planning & Zoning Commission meeting had met on the previous evening. The Commission approved a re-plat that would be on the December City Council agenda for consideration. They also discussed carports and porte-cocheres as well as signs for proposed zoning changes.

8. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Ordinance Number 2018-XX – AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS AMENDING EXHIBIT A OF CHAPTER 12, PLANNING AND ZONING, OF THE CODE OF ORDINANCES OF THE CITY, BY CREATING THE DOLPHIN'S COVE PLANNED AREA DEVELOPMENT (PAD) CONTAINING APPROXIMATELY 2.639 ACRES OF LAND EAST OF VOSS ROAD AND NORTH OF INTERSTATE HIGHWAY 10 BY PERMITTING 4 SINGLE-FAMILY RESIDENCES SUBJECT TO THE PROVISIONS CONTAINED IN THIS ORDINANCE; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE AND AN EFFECTIVE DATE; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000.00 FOR ANY VIOLATION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE.

   Mayor Ramsey read the Ordinance by caption only. Bill Odle with Cobb Fendley presented a PowerPoint presentation regarding concerns expressed by the City Council at the July 2018 City Council meeting. Mr. Odle addressed and responded to the Council's concerns, which were:

   - Public Versus Private Street
     Mr. Odle advised that the street would be a public street.
   - Traffic Safety Impact
     Mr. Odle advised that a professional engineer performed a traffic study and determined that:
     (1) there would not be a significant impact from the four homes proposed nor would there be any interference with the adjoining church's operations and driveway.

(2) If the entrance into and exit from the subdivision were right turn only, there would not be a conflict and improvements to the median would not be required.
(3) the turning radius was adequate for emergency vehicles and there was sufficient time to enter and exit as the street is located between two signalized intersections, and the sight distance is greater than the stopping distance.

- Width of the Street
  Mr. Odle advised that there would be twenty (20) feet of pavement including the shoulder.
- Underground Utilities
  Mr. Odle advised that utilities would not be placed under the pavement and added that water would be connected to the Voss Road connection, drainage would be connected to Briar Gully and Bingle Road.
- Temporary Construction Easements.
  Mr. Odle advised that they are working with Grace Chapel Chinese American Church, Carmel Subdivision Homeowners' Association and adjacent property owners concerning temporary construction easements as well as temporary construction fencing and a permanent wall on the north side of the access road.

The following property owners addressed the Council with regard to the proposed Dolphin's Cove PAD:

- James Sweeney, who lives at 1106 Joshua Lane, advised that the width of the street was very narrow and added that it is a safety issue as the street would be located right behind his house.
- Mike Wilson, who lives at 1110 Joshua Lane, advised that the easement goes to their swimming pool in their backyard, he has three children and two dogs and would like more than a wooden fence separating his yard and the street, and requested that a brick wall be installed as well as temporary construction fencing to protect their pool.
- Shay Wilson, who lives at 1110 Joshua Lane, advised that she is concerned about the street backing up to their fence.
- Veronica Sweeney, who lives at 1106 Joshua Lane, advised that she is in favor of a Planned Area Development (PAD), but is concerned about the width of the road and the safety of the fence behind their home and suggested that a traffic light be installed as well as a brick wall, similar to the one on Bingle Road.

There was extensive discussion by the Council with regard to the width of the access road, temporary construction easements, traffic safety, the construction of both temporary and permanent fencing on the north side of the access road, maintenance of the visibility triangle where the access road intersects with Bingle Road, and the location of all utilities.

Following the discussion, Council Member Dominy made a motion to approve Ordinance No. 2018-30 with the following stipulations:

- Owner must obtain temporary construction easements from adjacent landowners of sufficient size and time to allow the construction of the development and all infrastructure related thereto, the temporary construction easements must be provided to the City prior to any construction occurring;
- Owner must construct temporary fencing, at its sole cost, that is acceptable to adjacent property owners during construction;
- Owner must obtain a view easement on the north side of the intersection of the access

road and Bingle Road sufficient to maintain and preserve a visibility triangle;

- Owner shall construct a brick fence on the north side of its access road in a style that substantially matches the brick fence located on Bingle Road immediately north of the intersection of the access road and Bingle Road;
- Entrance and exit for the subdivision from Bingle Road shall be by right turn only, and Owner shall extend the existing median on Bingle Road to disallow left turns at its own cost;
- Sanitary sewer infrastructure shall be constructed without a lift-station and shall not be constructed under any paved surface; and The storm water drainage utilities shall be constructed under the access road and directed to the City's existing storm water system at Bingle Road.

Council Member McCormack seconded the motion. Motion carried 4-0.

NEW BUSINESS

9. DISCUSSION AND DIRECTION CONCERNING: Request to Reconsider No Parking Zone on Bace Drive (Resident Robert Brown)

Robert Brown, who lives at 8921 Bace Drive, advised the Council that he submitted a request in May concerning the removal of the "No Parking" signs on the south side of Bace Drive. Mr. Brown added that he did not believe there was a significant parking issue on Bace Drive and that it was an inconvenience that residents could not park on the south side. Will Neuhaus, who lives at 8925 Bace Drive, advised that most of the parking on Bace was due to construction as there had been twelve (12) new homes built on Bace Drive since 2011. Mr. Neuhaus added that they were requesting that parking be allowed on the south side of the 8900 block of Bace Drive only. There was discussion concerning the history of the creation of the no parking zone on the south side of Bace Drive, the width of Bace Drive, and parking that is available to residents on the north side of the street. Based on the discussion, Police Commissioner David Dixon advised the Council that the Police Department could run a test to determine whether patrol vehicles as well as an ambulance could travel on Bace Drive if parking were allowed on both sides of the street. It was the direction of the Council for the Police Department to run the suggested test and bring back its findings at the December Council meeting.

10. CONSIDERATION AND POSSIBLE ACTION CONCERNING: Resolution Number 18-XX – A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND PROJECT SURVEILLANCE, INC. FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES FOR THE HILLDALE, BADE & CARDWELL PAVING AND UTILITY IMPROVEMENTS PROJECT; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

Mayor Ramsey read the Resolution by caption only. City Administrator Julie Robinson advised that the cost savings from the bid for the Hilldale, Bade and Cardwell Paving and Utility Improvement Project compared to the original construction estimate would be used to fund the proposed contract. Brian Cunningham with Project Surveillance, Inc., introduced himself and advised that he had previous work experience with the general contractor selected by the City for the project. Council Member Carpenter made a motion to approve Resolution Number 18-26, and Council Member Dominy seconded the motion. Motion carried 4-0.

11. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval Of A Resolution Authorizing Publication Of Notice Of Intent To Issue Certificates Of Obligation.

Kristin Blomquist with Masterson Advisors advised that the publication of notice of intent to sell certificates of obligation is a requirement. Council Member Dominy made a motion to approve the resolution authorizing the notice publication of intent to issue certificates of obligation, and Council Member Donaho seconded the motion. Motion carried 4-0.

12. **CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Villages Mutual Insurance Group Recommended Insurance Carriers for Plan Year 2019 Being Blue Cross/Blue Shield (Medical), Guardian Life (Dental), Lincoln National Insurance (Life/AD&D/LTD), and Superior Vision (Vision) For The City of Spring Valley Village's Employee Benefits.

City Administrator Julie Robinson advised that the only change to the employee benefits for 2019 recommended by the Villages Mutual Insurance Board was to the medical insurance provider, and the recommendation was to switch from Aetna to Blue Cross Blue Shield for Plan Year 2019. Council Member Dominy made a motion to approve the Villages Mutual Insurance Group's recommended insurance carriers for Plan Year 2019 being Blue Cross/Blue Shield (Medical), Guardian Life (Dental), Lincoln National Insurance (Life/AD&D/LTD), and Superior Vision (Vision) for the City of Spring Valley Village's employee benefits, and Council Member Carpenter seconded the motion. Motion carried 4-0.

13. **BRIEFING AND DISCUSSION CONCERNING:** Quarterly Investment Report For Period Ending September 30, 2018.

City Treasurer Michelle Yi presented the Quarterly Investment Report for the period ending September 30, 2018.

14. **DISCUSSION AND DIRECTION CONCERNING:** Utilization of Signage for Public Notice of Zoning Cases

City Administrator Julie Robinson advised that the possible use of signage for public notice of zoning cases was brought forward since the City had received so many comments in the past from residents about not having enough notice and communication with the public about different issues. It is standard for cities to use signs placed on property for which a zoning case has been filed as another way to provide notice to the public; however, the City does not currently use these types of signs. Ms. Robinson also advised that the idea was presented to the Planning & Zoning Commission at the previous evening's meeting, and City Attorney Loren Smith advised that the Commission was open to the idea.It was the consensus of the Council to begin using signage for zoning cases and to bring forward a zoning text amendment to implement such signage requirement.

15. **UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING:** October 2018 Police Department Staff Report (Chief Evans):

Commissioner Dixon provided the report on behalf of Chief Evans.

1. Number of Calls for Service – 1,344
2. Number of Traffic Violations – 1,167
3. Number of K-9 Deployments – 98

16. UPDATE, DISCUSSION AND POSSIBLE DIRECTION CONCERNING: Briefing by City Administrator:

(a) Status of Development in Revised Bingle West PADD
Ms. Robinson advised that a different development anticipated for the PADD; however, nothing had been submitted to the City.

(b) Review of Investment Policy for the Village Fire Department
Ms. Robinson recently attended Public Funds Investment Act training and, she was subsequently interested in obtaining information about the Village Fire Department's Investment Policy and who is responsible for the VFD's investments since the VFD will be receiving $3.5 million in funding for the Fire Station Renovations. She is currently reviewing the policy.

Ms. Robinson advised the Council that it is time for her annual review and that they could expect to receive information about that as well as proposed goals for 2019 in the next couple of weesk.

17. <u>ADJOURNMENT</u>

Council Member Carpenter made a motion to adjourn the meeting at 8:30 p.m., and Council Member Donaho seconded the motion. Motion carried 4-0.

Signed: ___________________________________
Tom S. Ramsey
Mayor

Attest: ___________________________________
Roxanne Benitez, TRMC, CPM, CMCC
City Secretary

MINUTES OF THE SPECIAL CALLED CITY COUNCIL MEETING
CITY OF SPRING VALLEY VILLAGE, TEXAS
TUESDAY, NOVEMBER 13, 2018 AT 5:00 P.M.
IN THE COUNCIL CHAMBERS OF CITY HALL
1025 CAMPBELL ROAD, HOUSTON, TEXAS

1. CALL TO ORDER

With a quorum of the Council Members present, the Special Called Meeting of the Spring Valley Village City Council was called to order by Mayor Ramsey at 5:03 p.m.

Members Present:
Mayor Tom Ramsey
Mayor Pro-Tem Allen Carpenter
Council Member David Dominy
Council Member Tom Donaho (arrived at 5:45 p.m.)
Council Member Joy McCormack

Members Absent:
Council Member Marcus Vajdos

2. DISCUSSION AND DIRECTION CONCERNING: Policy Issues Related to Development of a Neighborhood Traffic Calming/Control Policy and Procedure for Accepting and Processing Requests for Traffic Calming/Control Measures.

City Administrator Julie Robinson advised the Council that staff needed direction regarding the development of a traffic calming policy. City Attorney Loren Smith advised that the policy would provide guidance for future councils. Council Member Carpenter added that having a policy in place would give the Council time to follow the process without making snap decisions. Staff and Council discussed the following questions that were included in the Council meeting packet:

- What percentage of property owner concurrence should be required? Immediate area only or entire affected area?

  There was discussion concerning what percentage of affected property owners would be required in order to being the application process as well as whether this would be from directly impacted property owners or property owners within a "primary affected area." There was additional discussion concerning how to delineate the "primary affected area." After discussion, it was the direction of the Council that signatures from 75% of directly impacted properties [those properties on the street(s) on which traffic calming/control measures are requested] would be required for an application for traffic calming/control measures in order to begin the application process.

- What types of traffic calming/control measures does Council wish to consider?

  There was discussion concerning the different types of traffic calming/control measures that exist as well as those that have been approved by the Council in the past. After discussion, it was the direct of the Council that the following types of traffic calming/control measures would be considered:

  - Speed cushions

  - Stop signs
  - New traffic signals
  - Changes to light sequencing/signalization
  - Road closures in extreme situations

- What type and amount of communication should be utilized when an application is submitted? Should it be focused on an area and, if so, how does Council wish to delineate the area?

  There was discussion concerning how large of an area to which notices concerning requested traffic calming/control measures should be sent and the communication methods that should be utilized. After discussion, it was the direction of Council to send notices to the "primary affected area" and to define "primary affected area" as the specific street(s) on which traffic calming/control measures have been requested and any streets that are directly connected to those specific streets. Additionally, it was the direction of Council to utilize mailed letters, Constant Contact, and postings to the City's social media platforms.

- Does Council desire to limit the neighborhood traffic calming/control request process to specific types of city streets (i.e. residential streets, connectors, secondary thoroughfares, major thoroughfares, etc.)?

  There was discussion concerning whether requests should be limited to specific types of City streets or to allow requests for all types of City streets. After discussion, it was the direction of Council only to allow requests for traffic calming/control measures on residential streets and connector streets.

- Does Council wish to utilize any type of quantitative analyses (such as vehicle speed measurements, vehicle counts, traffic citation counts, vehicle accident counts, etc.) as part of the application process?

  There was discussion concerning which, if any, type(s) of quantitative analyses to utilize as part of the application process and the different type(s) of quantitative analyses are available or have been used by the City previously. There was specific discussion concerning the City's speed signs and the types of data that are collected thereby (number of vehicles, average speed, and highest rate of speed). After discussion, it was the direction of Council only to utilize data collected from the City's speed signs as part of the application review process.

- Should the City charge an application review fee to recoup at least a portion of the Staff time and consultant costs required to evaluate each application filed?

  There was discussion concerning whether the City should charge an application review fee to recoup at a least a port of Staff time and consultant costs required to evaluate each application filed and application fees charged by other cities. After discussion, it was the direction of Council to establish an application review fee of $100 per application. Additionally, Council directed to include language in the draft policy that, in the event that an application is denied, no application may be submitted for the street(s) that were the subject of the denied application for one year from the date of denial of the application.

- Does Council wish to require residents to be responsible for paying for the installation or removal of requested traffic calming/control measure(s) either completely or through a predefined cost sharing method?

  After brief discussion, it was the direction of Council not to require residents to be responsible for paying for the installation or removal of requested traffic calming/control measure(s) in any way.

- Does Council wish to require a trial installation period for requested traffic calming/control measures prior to proceeding with permanent installation? If so, how long should the trial installation period be?

  After brief discussion, it was the direction of Council not to require a trial installation period for requested traffic calming/control measures.

- With regard to decision-making related to any application for traffic calming/control measures, does Council wish to have final decision-making authority regarding any application for traffic calming/control measures? Or does Council wish for Staff to have decision-making authority for applications that meet all requirements of the policy?

  After brief discussion, it was the direction of Council that the Council will have final decision-making authority regarding applications for traffic calming/control measures.

Based on the direction received from the Council, Ms. Robinson advised that staff would have a draft policy for review at the January 22, 2019 City Council meeting.

3. ADJOURNMENT

Council Member McCormack made a motion to adjourn the meeting at 5:48 p.m., and Council Member Dominy seconded the motion. Motion carried 4-0.

Signed: ___________________________________
Tom S. Ramsey
Mayor

Attest: ___________________________________
Roxanne Benitez, TRMC, CPM, CMCC
City Secretary

MEETING DATE:	December 11, 2018
TOPIC:	**RESOLUTION NUMBER 18-XX** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY, TEXAS, AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS, TO HOUSE, SUPPORT, MAINTAIN, AND CONFINE MUNICIPAL PRISONERS IN HARRIS COUNTY JAILS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE CITY ADMINISTRATOR; AND PROVIDING AN EFFECTIVE DATE.**
BACKGROUND:	The City of Spring Valley Village originally entered into an Interlocal Agreement with Harris County Sheriff's Office in 1991 for housing, supporting, maintain and confining municipal prisoners who are confined on Class C misdemeanors. These services are not utilized often; however, it is important for the City to have this Interlocal Agreement in place in case it is needed. The current Interlocal Agreement will expire on December 31, 2018. The fee increased this year to $80.00 per prisoner per day. The previous fee of $74.00 had been the fee since 2008. Prior to 2008, the fee per prisoner per day was $70.00. However, the City has not incurred any charges under this Agreement since 2014.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution Number 18-XX
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# _10-30-5002___ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_______ from Acct/Project# __________ will be transferred to Acct/Project# __________ ☐ $_______ from unassigned fund balance will be used and added to Acct/Project# __________ ☐ $_______ will be added to Revenue Acct# __-____ and $_______ added to Expenditure Acct/Project# __________
FINANCE VERIFICATION OF FUNDING:	[signature]
SUBMITTING STAFF MEMBER: Roxanne Benitez, City Secretary	**CITY ADMINISTRATOR APPROVAL:** [signature]

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

RESOLUTION NUMBER 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY, TEXAS, AND THE CITY OF SPRING VALLEY VILLAGE, TEXAS, TO HOUSE, SUPPORT, MAINTAIN, AND CONFINE MUNICIPAL PRISONERS IN HARRIS COUNTY JAILS; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council of the City of Spring Valley Village, Texas, has before it a proposed Interlocal Agreement by and between Harris County and the City of Spring Valley Village, Texas, for the housing, support, maintenance, and confinement of municipal prisoners in Harris County jails ("the Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement and all related matters, the City Council finds that the City of Spring Valley Village's best interests are served, desires to approve the terms and conditions of the Agreement and to authorize the Mayor to execute the Agreement on behalf of the City of Spring Valley Village.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council, after review of the terms and conditions thereof, hereby approves the attached Interlocal Agreement by and between Harris County, Texas, and the City of Spring Valley Village, Texas for the housing, support, maintenance, and confinement of municipal prisoners in Harris County jails.

Section 3. The City Council also authorizes the Mayor to execute the Agreement on behalf of the City of Spring Valley Village and all other documents in connection therewith.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the _____ day of _______________, 2018.

Tom S. Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

EXHIBIT “A”

TO

RESOLUTION NUMBER 18-XX

INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND THE CITY OF SPRING VALLEY VILLAGE

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

This Interlocal Agreement, entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, is between Harris County (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Sheriff's Office (the "Sheriff"), and The City of Spring Valley ("City"). The County and City may be referred to collectively as the "Parties" or individually as a "Party."

SCOPE OF SERVICES

A) Sheriff shall house, support, maintain, and confine or detain City prisoners in any of the Harris County Jails (the "Services").

"City prisoner" means any person at least 17 years of age who has been arrested by a City police officer, and either charged with, or convicted of, offenses within the jurisdiction of the Municipal Court or Courts of City.

B) Each Party shall comply and assure compliance by each Party's agents, employees, volunteers, and subcontractors as applicable, providing work, products, services, licenses and/or deliverables under this Agreement with all applicable state, federal, and local laws, ordinances, regulations, executive orders, rules, directives, standards, guidelines, and instructions relating to the work to be performed.

CITY RESPONSIBILITIES

A) City shall provide City Police Officers to perform services under this Agreement.

"City police officer" means a police officer of City, a marshal of City, a peace officer commissioned by City, or any other person employed by City who is a peace officer under the laws of the State of Texas.

B) City acting by and through its City police officers shall be responsible for the presentment and discharge of a City Prisoner until the Sheriff accepts and confines the prisoner to the County Jail.

C) City shall provide appropriate paperwork for presentment and discharge of a City Prisoner.

D) A City police officer may present a City prisoner to Sheriff at the County Jail with the following paperwork issued by a magistrate:

1) a pretrial arrest warrant or capias,
2) a post-conviction commitment or decree, or

3) other order of detention.

E) A City police officer may present a City prisoner to Sheriff for temporary detention at the County Jail with either an Instanter Warrant, or a Certification of Charges filed.

F) If City makes arrangements to take back custody of that City prisoner for presentment to a magistrate for a probable cause hearing and a review of charges as soon as possible within twenty-four (24) hours after that City prisoner is detained by Sheriff in the County Jail, Sheriff may accept the City prisoner for temporary detention

G) City shall make arrangements to try or release such detained City prisoners in accordance with the TEX. CRIM. PROC. CODE art. 17.151.

H) A City prisoner shall be the sole responsibility of City and the City police officers having custody of the prisoner until Sheriff accepts and confines the prisoner to the County Jail.

COUNTY RESPONSIBILITIES

A) If Sheriff accepts the City prisoner for confinement in the County Jail, Sheriff shall assume responsibility for the care, custody, and support of the City prisoner to the extent required in this Agreement for the period of time beginning when Sheriff accepts the City prisoner for confinement in the County Jail and ending when the City prisoner is released from confinement in the County Jail as provided in this Agreement.

B) Sheriff shall provide Services to City at the following locations:
- (i) 701 N. San Jacinto,
- (ii) 1201 Commerce,
- (iii) 1200 Baker St.,
- (iv) 1307 Baker St.,
- (v) 700 N. San Jacinto Houston, Texas (collectively referred to as the "County Jail").

C) Sheriff shall provide the work, products, services, licenses and/or deliverables required to be provided by Sheriff and as set out in the Agreement.

D) Except as otherwise provided in this Agreement, City and County agree that once a City prisoner is accepted and committed to the County Jail, Sheriff shall only release the City prisoner when the discharge of the City prisoner is lawfully ordered or authorized by a magistrate or any court of competent jurisdiction.

E) Nothing herein shall create any obligation upon the Sheriff to house City Prisoners where the housing of such City Prisoners will, in the opinion of the Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility.

F) If the Sheriff determines, at any time, that a condition exists necessitating the removal of City Prisoner, or any specified number thereof, City shall, upon notice by the Sheriff or County, immediately remove the prisoner from the facility.

G) Further, nothing contained in this Agreement authorizes the Sheriff to incarcerate or hold any person in custody contrary to the Constitution and laws of the State of Texas and the United States of America, nor compels Sheriff to detain, accept or admit a City prisoner.

MEDICAL FACILITY CARE

A) Sheriff, at its sole option, may choose NOT to accept a City prisoner when in Sheriff's opinion 1) the City prisoner appears ill or injured, or 2) the City prisoner needs immediate or significant medical treatment. The Sheriff's opinion as to what constitutes overcrowded conditions, illness, injury, significant medical treatment, or any other acceptance considerations shall be final and binding on the Parties to this Agreement.

B) Sheriff shall determine whether the City prisoner should be transported to a hospital for medical treatment, upon presentation of any City prisoner at the County Jail.

C) Sheriff, at its own discretion, may refuse to accept or detain an injured or ill City prisoner when medical attention is necessary before confinement.

D) If Sheriff determines, at any time or for whatever reason, that a City prisoner must be sent to a hospital or other medical facility that is not part of the County jail, Sheriff shall notify City (which may be by phone), and City shall immediately make arrangements for appropriate City personnel to go to the medical facility to take custody of the City prisoner from the Sheriff. City shall reimburse County for any medical expenses billed to the County for the transport or treatment of the City prisoner.

E) City agrees to immediately exercise its duty to take back custody and control of the City prisoner upon notification by Sheriff.

F) County shall not charge City during the period that the City prisoner is in custody of City and not in the County jail.

TERM OF AGREEMENT

A) The term of this Agreement shall commence upon final execution, and shall continue and remain in effect until December 31, 2019, unless earlier terminated in accordance with this Agreement.

B) At the County's option, this Agreement may be renewed for three (3) additional consecutive one-year periods (each a "Renewal Term").

TERMS OF PAYMENT

A) No later than the thirtieth (30th) day from the last day of each calendar month, Sheriff shall submit to the City Secretary sworn invoice for Services rendered during that month, and shall send two (2) copies of said invoice to the City. All invoices MUST be submitted either by email to: secretary@springvalleytx.com or by mail to the City Secretary, located at 1025 Campbell Rd. Houston, Texas 77055.

B) Each invoice shall be in a form acceptable to the City Secretary and at a minimum, include such detail as may be requested by the City Secretary for verification purposes, including but not limited to, the dates inmates were housed with the Sheriff; the number of inmates housed each day; the daily cost per inmate and the total daily cost, and a total monthly cost for the Services.

C) The City shall pay each approved invoice in accordance with the laws of the State of Texas.

D) Further, Sheriff agrees to maintain, for a period of six (6) years, detailed records identifying each individual performing the Services, the date or dates the Services were performed, the applicable hourly rates, the total amount billed for each individual and the total amount billed for all persons, and provide such other details as may be requested by the City for verification purposes.

COMPENSATION

A) The per diem rate for detention services under this agreement is Eighty and No/Dollars ($80.00) per day. This rate covers one inmate per day. City shall only contract the detention services under this agreement as needed, and as qualified inmates are identified through the classification process.

"Day" means the twenty-four (24) hour period from midnight to the next following midnight. In calculating the number of days a certain City prisoner is confined in the County Jail, the day of arrival will be counted but not the day of departure. However, if a City prisoner is detained by Sheriff or accepted in the County Jail and released the same day, the duration of this confinement shall be calculated and billed as one full day.

B) Employees of the Sheriff providing Services to City shall be and remain employees of the Sheriff, under the direct supervision of the County. County shall be responsible for payment of all salaries and benefits due its employees furnishing or participating in the performance of these Services.

C) Employees of City providing services shall be and remain employees of City, under the direct supervision of the City. City shall be responsible for payment of all salaries and benefits due its employees furnishing or participating in the performance of these services by City.

TERMINATION

A) Either Party may terminate this Agreement at any time without cause by giving thirty (30) days written notice to the other Party.

B) Upon receipt of termination notice, City shall immediately send a City police officer or officers to take custody of any City prisoners at County facilities. Sheriff shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

C) Within thirty (30) days after receipt of notice of termination, Sheriff agrees to submit an invoice showing in detail the Services performed under this Agreement up to and including the date of termination.

D) The City agrees to pay County that proportion of the prescribed charges for the Services actually performed and deliverables actually received under this Agreement bear to the total Services or deliverables called for under this Agreement, less such payments on account of charges as have previously been made.

E) *Force Majeure*. In the event that either Party is unable to perform any of its obligations under the Agreement or to enjoy any of the benefits because of natural disaster, actions or decrees of governmental bodies or communications line failure not the fault of the affected party (referred to as a "*Force Majeure* Event"), the Party who has been so affected immediately agrees to give notice to the other Party and agrees to do everything possible to resume performance. Upon receipt of such notice, the Agreement is immediately suspended. If the period of nonperformance exceeds ten (10) calendar days from the receipt of notice of the *Force Majeure* Event, the Party whose ability to perform has not been so affected may terminate the Agreement immediately by giving written notice to the other Party.

NOTICE

A) Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been delivered in person or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the County or the City at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To City:	City of Spring Valley Village 1025 Campbell Road Houston, Texas 77055 Email: secretary@springvalleytx.com Attn: Roxanne Benitez City Secretary
To the County:	Harris County Sheriff's Office 1200 Baker St. Houston, Texas 77002 Attn: Sheriff Ed Gonzalez
Copy to:	Harris County Purchasing 1001 Preston Suite 670 Houston, Texas 77002

A) Either Party may designate a different address by giving the other Party ten (10) days written notice.

CIVIL LIABILITY

A) In accordance with Tex. Gov't Code § 791.006(b), each Party shall assume responsibility for its own actions and those of its officers, officials, employees and agents, and for its own defense should any claim be presented or suit filed against it arising from or related to any Services provided under this Agreement. Nothing in this section adds to or changes the liability limits and immunities for a governmental unit provided by the Texas Tort Claims Act, Chapter 101, Tex. Civ.Prac. & Rem Code, or other law. Notwithstanding any other language in this Agreement, nothing in this Agreement shall create a joint enterprise for the purpose of assigning or determining liability.

NO PERSONAL LIABILITY; NO WAIVER OF IMMUNITY

A) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

B) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

C)

D) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

ENTIRE AGREEMENT; MODIFICATIONS

A) This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

APPLICABLE LAW AND VENUE

A) This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT ("HIPAA")

The purpose of this Article is to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("HHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 *et seq.*, as amended, 241.151 et seq., as amended, and 611.001 *et seq.*, as amended (collectively referred to herein as the "Privacy and Security Requirements").

A) Definitions.

i) Confidential Information is information that has been deemed or designated confidential by law (i.e., constitutional, statutory, regulatory, or by judicial decision).

ii) Protected Health Information ("PHI") is defined in 45 C.F.R. § 164.501 and is limited to information created or received by Contractor from or on behalf of the City.

iii) Electronic Protected Health Information ("EPHI") shall mean individually identifiable health information that is transmitted by or maintained in electronic media.

iv) Security Incident shall mean the unauthorized access, use, disclosure, modification, or destruction of Confidential Information, including, but not limited to, PHI and EPHI, or interference with the systems operations in an information system, including, but not limited to, information systems containing EPHI. This definition includes, but is not limited to, lost or stolen transportable media devices (e.g., flash drives, CDs, PDAs, cell phones, and cameras), desktop and laptop computers, photographs, and paper files containing Confidential Information, including, but not limited to, PHI and EPHI.

B) General.

i) County agrees to hold all PHI and EPHI confidential except to the extent that disclosure is required by Federal or State law, including the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 *et seq.*, as amended.

ii) County agrees to be bound by and comply with all applicable Federal and State of Texas licensing authorities' laws, rules, and regulations regarding records and governmental records, including the Privacy and Security Requirements. Compliance with this paragraph is at County's own expense.

iii) County agrees to cooperate with state and federal agencies and to make appropriate personnel available for interviews, consultation, grand jury proceedings, pre-trial conferences, hearings, trials, and any other process, including investigations, required as a result of County's services to the City. Compliance with this paragraph is at County's own expense.

iv) The terms used in this Article shall have the same meaning as those terms in the Privacy and Security Requirements.

C) Representation. County represents that it is familiar with and is in compliance with the Privacy and Security Requirements, which include Federal and State of Texas requirements governing information relating to HIV/AIDS, mental health, and drugs or alcohol treatment or referral.

D) Business Associate. County is a "Business Associate" of the City as that term is defined under the Privacy and Security Requirements.

i) Nondisclosure of PHI. County agrees not to use or disclose PHI received from or on behalf of the City or created, compiled, or used by County pursuant to the Agreement other than as permitted or required by this Article, or as otherwise required by law.

ii) Limitation on Further Use or Disclosure. County agrees not to further use or disclose PHI or EPHI received from or on behalf of the City or created, compiled, or used by County pursuant to this Agreement in a manner that would be prohibited by the Privacy and Security Requirements if disclosure was made by the City, or if either County or the City is otherwise prohibited from making such disclosure by any present or future State or Federal law, regulation, or rule.

iii) Safeguarding PHI. County agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Article or as required by State or Federal law, regulation, or rule.

iv) Safeguarding EPHI. County agrees to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains, or transmits on behalf of the City. These safeguards shall include the following:

a) Encryption of EPHI that County stores and transmits;

b) Implementation of strong access controls, including physical locks, firewalls, and strong passwords;

c) Use of updated antivirus software;

d) Adoption of contingency planning policies and procedures, including data backup and disaster recovery plans; and

e) Conduct of periodic security training.

v) Reporting Security Incidents. County agrees to report to the City any Security Incident immediately upon becoming aware of such. County further agrees to provide the City with the following information regarding the Security Incident as soon as possible, but no more than five (5) business days after becoming aware of the Security Incident:

a) a brief description of what happened, including the dates the Security Incident occurred and was discovered;

b) a reproduction of the PHI or EPHI involved in the Security Incident; and

c) a description of whether and how the PHI or EPHI involved in the Security Incident was rendered unusable, unreadable, or indecipherable to unauthorized individuals either by encryption or otherwise destroying the PHI or EPHI prior to disposal.

If County determines that it is infeasible to reproduce the PHI or EPHI involved in the Security Incident, County agrees to notify the City in writing of the conditions that make reproduction infeasible and any information County has regarding the PHI or EPHI involved.

County agrees to cooperate in a timely fashion with the City regarding all Security Incidents reported to the City.

County agrees that the City will review all Security Incidents reported by County and the City, in its sole discretion, will take the following steps in response, to the extent necessary or required by law, including, but not limited to:

a) notifying the individual(s) whose PHI or EPHI was involved in the Security Incident, either in writing, via telephone, through the media, or by posting a notice on the City's website, or through a combination of those methods, of the Security Incident;

b) providing the individual(s) whose PHI or EPHI was involved in the Security Incident with credit monitoring services for a period of time to be determined by the City, at no cost to the individuals; and

c) providing notice of the Security Incident, as required by law, to the Secretary of the HHS.

vi) EPHI and Subcontractors. County shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect such PHI or EPHI.

vii) Subcontractors and Agents. County shall require any agent to whom it provides PHI or EPHI, including a subcontractor, to agree to implement reasonable and appropriate safeguards to protect the PHI or EPHI. County shall require any subcontractor or agent to whom County provides PHI or EPHI received from or on behalf of the City or created, compiled, or used by County pursuant to this Agreement, to agree to the same restrictions and conditions that apply to County with respect to such PHI and EPHI. Additionally, County agrees and understands that no PHI or EPHI shall be sent, distributed, stored, made available to, or in any way accessed by any agent or subcontractor located outside of the United States.

viii) Reciprocal Disclosures. The Parties agree that the Parties may reciprocally disclose and use PHI or EPHI for initial and continuing eligibility and compliance determinations related to the provision of benefits, for auditing and legal compliance purposes, and for compliance with laws, regulations, and rules related to the provision of medical or drug benefits to persons who may be eligible for such benefits under the Medicare Prescription Drug Benefit Program, Part D, or other federal or State of Texas programs.

ix) Mitigation. County agrees to mitigate, to the extent practicable, any harmful effect that is known to County of a use or disclosure of PHI or EPHI by County, or by a subcontractor or agent of County, resulting from a violation of this Article, including violations of the Privacy and Security Requirements stated herein. County also agrees to inform the City in advance of its actual mitigation and of the details of its mitigation plan, unless doing so would cause additional harm.

x) Notice – Access by Individual. County agrees to notify the City in writing within three (3) business days of any request by an individual for access to the individual's PHI or EPHI and, upon receipt of such request, direct the individual to contact the City to obtain access to the individual's PHI. Upon request by the City, County agrees to make available PHI and EPHI to the City or, as directed by the City, to an individual in accordance with 45 C.F.R. § 164.524.

xi) Notice – Request for Amendment. County agrees to notify the City in writing within three (3) business days of any request by an individual for an amendment to the individual's PHI or EPHI and, upon receipt of such request from the individual, direct the individual to the City to request an amendment of the individual's PHI or EPHI. County agrees to make available upon request PHI and EPHI for amendment and to incorporate any amendments to PHI and EPHI agreed to or directed by the City in accordance with 45 C.F.R. § 164.526.

xii) Notice – Request for Accounting. Upon receipt of any request from an individual for an accounting of disclosures made of the individual's PHI or EPHI, County agrees to notify the City in writing within three (3) business days of any such request, and upon receipt of such request from the individual, direct the individual to the City for an accounting of the disclosures of the individual's PHI or EPHI. County agrees to make available upon request the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Pursuant to 45 C.F.R. § 164.528(a), an individual has a right to receive an accounting of certain disclosures of PHI or EPHI in the six (6) years prior to the date on which the accounting is requested.

xiii) HHS Inspection. Upon written request, County agrees to make available to HHS or its designee, County's internal practices, books, and records relating to the use and disclosure of PHI and EPHI received from, or created or received on behalf of, the City, in a time or manner designated by HHS for purposes of HHS determining the City's compliance with the Privacy and Security Requirements.

xiv) City Inspection. Upon written request, County agrees to make available to the City and its duly authorized representatives during normal business hours County's internal practices, books, records and documents relating to the use and disclosure of confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the City in a time and manner designated by the City for the purposes of the City determining compliance with the Privacy and Security Requirements. County agrees to allow such access until the expiration of six (6) years after the services are furnished under the contract or subcontract or until the completion of any audit or audit period, whichever is later. County agrees to allow similar access to books, records, and documents related to contracts between County and organizations related to or subcontracted by County to whom County provides confidential information, including, but not limited to, PHI and EPHI received from, or created or received on behalf of, the City.

xv) PHI or EPHI Amendment. County agrees to incorporate any amendments, corrections, or additions to the PHI or EPHI received from or created, compiled, or used by the City pursuant to this Agreement when notified by the City that the PHI or EPHI is inaccurate or incomplete, or that other documents are to be added as required or allowed by the Privacy and Security Requirements.

xvi) Documentation of Disclosures. County agrees to document disclosure of PHI or EPHI and information related to such disclosures as is necessary for the City to respond to a request by an individual for an accounting of disclosures of PHI or EPHI in accordance with 45 C.F.R. § 164.528, as amended.

xvii) Termination Procedures. Upon termination of this Agreement for any reason, County agrees to deliver all PHI or EPHI received from the City or created, compiled, or used by County pursuant to this Agreement within thirty (30) days from the date of termination, or, if specially requested to do so by the City in writing, to destroy all PHI or EPHI within the time frame determined by the City, which will be no less than thirty (30) days from the date of the notice of termination. This provision applies when County maintains PHI or EPHI from the City in any form. If County determines that transferring or destroying the PHI or EPHI is infeasible, County agrees:

a) to notify the City of the conditions that make transfer or destruction infeasible;

b) to extend the protections of this Article to such PHI or EPHI; and

c) to limit any further uses and disclosures of such PHI or EPHI to those purposes that make the return, or transfer to the City, or destruction infeasible.

xviii) Notice – Termination. Upon written notice to County, the City may terminate any portion of the Agreement under which County maintains, compiles, or has access to PHI or EPHI. Additionally, upon written notice to County, the City may immediately terminate the entire Agreement if the City determines, at its sole discretion, that County has repeatedly violated a Privacy or Security Requirement.

E) Survival of Privacy Provisions. County's obligations with regard to PHI and EPHI shall survive termination of this Agreement.

F) Amendment Related to Privacy and Security Requirements. The Parties agree to take such action as is necessary to amend this Agreement if the City, in its reasonable discretion, determines that amendment is necessary for the City to comply with the Privacy and Security Requirements or any other law or regulation affecting the use or disclosure of PHI or EPHI. Any ambiguity in this Article shall be resolved to permit the City to comply with the Privacy and Security Requirements.

G) **Indemnification. To the fullest extent allowed by law, County agrees to indemnify and hold harmless the Harris County Juvenile Probation Department, the City, Harris County and its officers, employees, and agents (individually and collectively "Indemnitees") against any and all losses, liabilities, judgments, penalties, awards,**

and costs (including costs of investigations, legal fees, and expenses) arising out of or related to:

i) **a breach of this Agreement relating to the Privacy and Security Requirements by County; or**

ii) **any negligent or wrongful acts or omissions of County or its employees, directors, officers, subcontractors, or agents, relating to the Privacy and Security Requirements, including failure to perform their obligations under the Privacy and Security Requirements.**

H) This Article survives the termination of the Agreement and expires six (6) years after its termination.

NO THIRD-PARTY BENEFICIARIES

A) The County is not obligated or liable to any party other than City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies in any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

CONTRACT CONSTRUCTION

A) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

B) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

C) When terms are used in the singular or plural, the meaning shall apply to both.

D) When either the male or female gender is used, the meaning shall apply to both.

WAIVER OF BREACH

A) A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

SEVERABILITY

A) The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

NO BINDING ARBITRTATION; RIGHT TO JURY TRIAL

A) The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

TEXAS PUBLIC INFORMATION ACT

A) Each Party expressly acknowledges that the other Party is subject to the Texas Public Information Act, Chapter 552 of the Texas Government Code, and notwithstanding any provisions in this Agreement to the contrary, each Party will make any information related to this Agreement available to third parties in accordance with the Public Information Act.

B) It is expressly understood and agreed that the County, its officers and employees may request advice, decisions and opinions of the Attorney General of Texas ("Attorney General") in regard to the application of the Act to any software, or any part thereof, or other information or data furnished to the County, whether or not the same are available to the public. It is further understood that the County, its officers and employees shall have the right to rely on the advice, decisions, and opinions of the Attorney General, and that the County, its officers, and employees shall have no liability or obligations to City for the disclosure to the public, or to any person or persons, of any software, or a part thereof, or other information or data furnished to the County in reliance on any advice, decision or opinion of the Attorney General.

C) In the event the County receives a written request for information pursuant to the Act that affects City's rights, title to, or interest in any information or data or a part thereof, furnished to the County by City under this Agreement, then the County will promptly notify City of such request. City may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Act. City is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Act. City is solely responsible for seeking any declaratory or injunctive relief regarding the disclosure of information that it deems confidential or privileged.

D) Electronic Mail Addresses. City affirmatively consents to the disclosure of its e-mail addresses that are provided to the County, including any agency or department of the County. This consent is intended to comply with the requirements of the Act, and shall survive termination of this Agreement. This consent shall apply to e-mail addresses provided by City and agents acting on behalf of City and shall apply to any e-mail address provided in any form for any reason whether related to this Agreement or otherwise.

RECITALS

A) The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

SURVIVAL OF TERMS

A) Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

MULTIPLE COUNTERPARTS/EXECUTION

A) This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

WARRANTY

A) By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

INDEPENDENT PARTIES

A) It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. The City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

HARRIS COUNTY

By:______________________________
Ed Emmett
Harris County Judge

APPROVED AS TO FORM:

VINCE RYAN
Harris County Attorney

By:________________________
Neeharika Tumati
Assistant County Attorney
CA File No: 18GEN1872

ATTEST BY:

____
Ed Gonzalez
Sheriff
Harris County Sheriff's Office

CITY OF SPRING VALLEY VILLAGE

By:______________________________
Tom S. Ramsey
Mayor

ACKNOWLEDGED BY:

____
Roxanne Benitez
City Secretary

ORDER OF COMMISSIONERS COURT

Authorizing Interlocal Agreement with the City of Spring Valley Village

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on ______________________, with all members present except ______________________ ____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF INTERLOCAL AGREEMENT
WITH THE CITY OF SPRING VALLEY VILLAGE
FOR CITY PRISONER DETENTION AND HOUSING

Commissioner ____________________ introduced an order and moved that Commissioners Court adopt the order. Commissioner ____________________ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	Yes	No	Abstain
Judge Ed Emmett	[ ]	[ ]	[ ]
Comm. Rodney Ellis	[ ]	[ ]	[ ]
Comm. Jack Morman	[ ]	[ ]	[ ]
Comm. Steve Radack	[ ]	[ ]	[ ]
Comm. R. Jack Cagle	[ ]	[ ]	[ ]

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute on behalf of Harris County Interlocal Agreement between the City of Spring Valley Village for city prisoner detention and housing at no cost to the County. The Interlocal Agreement is incorporated by reference and made a part of this order for all intents and purposes as thought set out in full word for word.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

MEETING DATE:	December 11, 2018
TOPIC:	**RESOLUTION NUMBER 18-XX** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT FOR ADMINISTRATION AND IMPLEMENTATION OF A REGIONAL WATERSHED PROTECTION EDUCATION PROGRAM BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND HARRIS COUNTY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.**
BACKGROUND:	The City of Spring Valley Village originally entered into an Interlocal Agreement with Harris County in 2010 for the purpose of educating the public regarding storm water quality and other related issues that impact the water quality of local watersheds. The City has continued to work with Harris County for storm water quality public education efforts since then to meet some of the requirements of the City's approved Storm Water Management Program. The City's most recent Interlocal Agreement expired on September 30, 2018. However, Harris County did not submit the renewal documents until late November. Normally, the agreement is renewed on October 1st of every year, but this new agreement would be effective upon the date approved in the Harris County Commissioners Court for a period of one (1) year and automatically renew every year, unless terminated. When the agreement was first approved, the annual fee was $1,913.83. In 2012, it increased to $1,968.95, and is the same amount specified in this agreement.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution Number 18-XX • Copy of Interlocal Agreement
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☒ Full amount already budgeted in Acct/Project# _10-10-4520____ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_______ from Acct/Project# ___________ will be

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

	transferred to Acct/Project# __________ ☐ $_______ from unassigned fund balance will be used and added to Acct/Project# __________ ☐ $_______ will be added to Revenue Acct# __-____ and $_______ added to Expenditure Acct/Project# __________

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
Roxanne Benitez, City Secretary	

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

RESOLUTION NUMBER 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF AN INTERLOCAL AGREEMENT FOR ADMINISTRATION AND IMPLEMENTATION OF A REGIONAL WATERSHED PROTECTION EDUCATION PROGRAM BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AND HARRIS COUNTY; PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BY THE MAYOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes governmental entities to contract with each other to perform government functions and services under the terms thereof; and

WHEREAS, the City Council of the City of Spring Valley Village, Texas, has before it a proposed Interlocal Agreement for a Regional Public Education Services Program related to storm water quality between the City of Spring Valley Village, Texas and Harris County ("the Agreement"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Agreement and all related matters, the City Council finds that the City of Spring Valley Village's best interests are served, desires to approve the terms and conditions of the Agreement and to authorize the Mayor to execute the Agreement on behalf of the City of Spring Valley Village.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The above and foregoing premises are true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The City Council, after review of the terms and conditions thereof, hereby approves the attached Interlocal Agreement for Regional Public Education Services Program related to storm water quality between the City of Spring Valley Village, Texas and Harris County.

Section 3. The City Council also authorizes the Mayor to execute the Agreement on behalf of the City of Spring Valley Village and all other documents in connection therewith.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this the _____ day of _______________, 2018.

____
Tom S. Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

____
Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

EXHIBIT “A”

TO

RESOLUTION NUMBER 18-XX

INTERLOCAL AGREEMENT
(Regional Public Education Services Program)

1. PARTIES

1.1 The Parties to this Interlocal Agreement ("Agreement") are **Harris County Flood Control District** a body corporate and politic under the laws of the State of Texas, hereinafter referred to as the "District," or "HCFCD," and **City of Spring Valley Village,** a municipal corporation, organized and existing by virtue of the Laws of the State of Texas ("City"). This Agreement is entered into pursuant to Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act, in order to increase the efficiency and effectiveness of local government. Each of HCFCD and the City is individually referred to herein sometimes as a "Party," and they are collectively referred to herein sometimes as the "Parties."

2. PURPOSE

2.1 The United States Environmental Protection Agency ("EPA") has promulgated regulations requiring operators of discharges from certain municipal separate storm sewer systems (MS4s) to obtain National Pollutant Discharge Elimination System ("NPDES") permits for stormwater discharges to waters of the United States. NPDES rules allow States to administer their own MS4 permit programs on behalf of the EPA. The Texas Commission on Environmental Quality (TCEQ), issues Texas Pollutant Discharge Elimination System (TPDES) permits that mirror NPDES requirements. Pursuant to Part III (A)(l) of General Permit No. TXR040000 of the TPDES, subject MS4s are required to implement a public education and outreach program on stormwater impacts. The District and the City are responsible under the regulations and permits applicable to each for public education programs. Therefore, the City and District desire that the District administer, in accordance with this Agreement, a regional public education services program related to stormwater quality and other related issues that impact the water quality of our local watersheds in regard to, but not limited to, dissemination of information regarding (a) prevention of litter; (b) proper management of pesticides, herbicides, and fertilizers; (c) public reporting of illicit discharges; (d) proper management of used oil and household hazardous wastes; and (e) proper construction methods.

3. SCOPE OF WORK/SERVICES AND DELIVERABLES

3.1 The District shall provide the work, products, services, licenses and/or deliverables required to be provided by the District and as set out in this Agreement and in Attachment A and all other referenced attachments attached and incorporated in this Agreement (all together referred to as the "Program"). The provisions in this Agreement labeled 'Scope of Services' or 'Scope of Work' shall take precedence over anything conflicting in any attached proposal.

3.2 The District will provide the City with a written summary of all regional public education campaign activities provided under this Agreement. If the City chooses to use this information to demonstrate permit compliance in their annual report to the TCEQ or for any other purpose, it will be the City's responsibility to determine appropriateness of that usage. The District in no way guarantees that components of the Program will comply with the City's TPDES permit requirements.

4. ADDITIONAL AND SPECIAL REQUIREMENTS

4.1 The District shall comply with and be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. The District shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights, remedies, and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. During the applicable time period, the District (as well as any of the District's agents, employees, volunteers, and subcontractors performing work under this Agreement) shall not retaliate against employees (including discharge, demotion, or other discrimination as a reprisal) who discloses information that the employee reasonably believes is evidence of (a) gross mismanagement of a Federal contract or grant, gross waste of, or abuse of authority related to, the use of a Federal contract or grant; (b) a violation of a rule or regulation related to a federal agency contract or grant; or (c) a substantial and specific danger to public health or safety danger or a violation of law, rule, or regulation related to a Federal contract or grant. The District shall inform the other Party immediately of any information it receives from any source alleging a violation of this section.

Each Party shall comply (and enforce compliance by Each Party's agents, employees, volunteers, subcontractors, and sub-recipients as applicable, providing work, products, services, licenses and/or deliverables under this Agreement) with this provision. The District and the person executing this Agreement on behalf of the District certify and represent that the District will comply with the requirements of this provision. The District shall require the language of this provision be included in all covered sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all covered sub-recipients certify and disclose accordingly. The person whose signature appears on this Agreement is authorized to sign this certification/representation on the behalf of the District. This certification/representation applies to this Agreement and is a material representation of fact upon which the City relied when entering into this transaction. This certification/representation shall be binding on the District (as well as successors, transferees, and assignees, if any) as long as they receive or retain federal or state funds. The District agrees that any government agency or entity may seek judicial enforcement of this certification/representation under this Agreement.

5. AMOUNT OF COMPENSATION AND BASIS FOR PAYMENT

5.1 For and in consideration of the work, products, services, licenses and/or deliverables provided under this Agreement and during the Term of this Agreement, subject to the limitations in this Agreement, the City shall pay the District **$1,968.95** on or before the 60th day after the Effective Date of this Agreement, and will pay the District the same amount each subsequent year on or before the anniversary of the Effective Date to cover the actual cost to the District. The District may use funds provided by the City under this Agreement to pay costs of the Program.

6. TERM OF THE AGREEMENT

6.1 The term of this Agreement shall be one (1) year, beginning on the date approved in Commissioners Court (Effective Date), and will automatically renew thereafter on an annual basis, unless terminated as hereinafter provided. The initial term and any renewal term(s) are individually and collectively referred to as the "Term."

7. TERMINATION PROVISIONS

7.1 Either Party may terminate this Agreement at any time prior to the expiration of any Term, without cause, by giving thirty (30) days' written notice to the other Party. Upon termination, the District shall deliver an accounting of all funds expended under this Agreement. The District will refund, within ninety (90) days after the date of termination, to the City any funds provided by the City that are in excess of the costs of the Program incurred prior to termination of this Agreement.

8. IMMUNITY

8.1 Neither Party waives any immunity or defense on behalf of itself, its employees or agents as a result of the execution of this Agreement.

9. MISCELLANEOUS

9.1 Any notice or billing invoice required or permitted to be given ("Notice") by the District to the City may be given by hand delivery, email, or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Tom S. Ramsey
Mayor
City of Spring Valley Village
1025 Campbell Road
Houston, Texas 77055

9.2 Any Notice required or permitted to be given by the City to the District may be given by hand delivery, facsimile, email, or certified United States Mail, postage or fee prepaid, return receipt requested, addressed to:

Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attention: Executive Director

9.3 Such Notice shall be considered given and complete upon successful electronic transmission or upon deposit in the United States Mail.

9.4 Either Party may change its address for Notice by giving the other Party ten (10) days prior written notice specifying the new address.

9.5 This Agreement shall be construed according to the laws of the State of Texas without giving effect to its conflict of laws provisions. Venue lies only in Harris County, and any alternative dispute resolution, suit, action, claim, or proceeding with respect to or arising out of this Agreement must be brought solely in the courts or locations that are situated in the State of Texas, County of Harris. Both Parties irrevocably waive any claim that any proceeding brought in Harris County has been brought in an inconvenient forum.

9.6 Pursuant to the requirements of the Uniform Electronic Transactions Act in Chapter 322 of the Texas Business and Commerce Code and the Federal Electronic Signatures in Global and National Commerce Act (beginning at 15 U.S.C. Section 7001), the Parties have agreed that the transactions under this Agreement may be conducted by electronic means. Pursuant to these statutes, this Agreement may not be denied legal effect or enforceability solely because it is in electronic form or because it contains an electronic signature. This Agreement may be executed in duplicate counterparts and with electronic or facsimile signatures with the same effect as if the signatures were on the same document. Each multiple original of this document shall be deemed an original, but all multiple copies together shall constitute one and the same instrument.

9.7 Signatory Authorized to Execute Agreement. The person executing this Agreement on behalf of each Party represents that he or she is duly authorized by the policy of the Party's governing body to execute this Agreement on behalf of the Party.

IN TESTIMONY OF WHICH, this Agreement, in triplicate counterparts, each having equal force and effect of an original has been executed on behalf of the Parties hereto as follows:

a. It has, on the___________day of _______, 20__, been executed on behalf of Harris County Flood Control District by the County Judge of Harris County, Texas, pursuant to an order of the Commissioners Court of Harris County authorizing such execution.

b. It has, on the _______ day of ______20__, been executed on behalf of City of Spring Valley Village by its Mayor and attested to by the City Secretary.

EXECUTED in triplicate originals ______________________________.

APPROVED AS TO FORM:

VINCE RYAN
Harris County Attorney

By Mitzi Turner
Mitzi Turner
Assistant County Attorney

HARRIS COUNTY FLOOD CONTROL DISTRICT

By______________________________
Ed Emmett, County Judge

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ATTEST:

By:______________________________
Roxanne Benitez
City Secretary

CITY OF SPRING VALLEY VILLAGE

By:______________________________
Tom S. Ramsey
Mayor

Attachment A

The District will administer the Program, which may include tasks such as:

- Development and production of color and black-and-white newspaper advertisements in local newspapers.
- Development and production of full color newspaper inserts focusing on key regional issues related to watershed protection and stormwater quality.
- Password-protected, web-based access to electronic versions of program related brochures, flyers, direct mail postcards, booklets, newspaper advertisements, newspaper inserts,
- Phase II "hot button" on the front page of the regional website with links to all participating Phase II City homepage(s) or page of their choice.
- Frequent Regional Public Education Services Program (formerly Regional Watershed Protection Program) announcements via e-mail.
- Stakeholder group meetings (as needed for special announcements).

The District will provide the City with a written summary of all regional public education campaign activities provided under this agreement. If the City chooses to use this information to demonstrate permit compliance in their annual report to the Texas Commission on Environmental Quality or for any other purpose, it will be the City's responsibility to determine appropriateness of that usage. The District in no way guarantees that components of the Program will comply with the City's TPDES MS4 permit requirements.

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on ______________________________, with the following members present, to-wit:

Ed Emmett	County Judge
Rodney Ellis	Commissioner, Precinct No. 1
Jack Morman	Commissioner, Precinct No. 2
Steve Radack	Commissioner, Precinct No. 3
R. Jack Cagle	Commissioner, Precinct No. 4

and the following members absent, to-wit: ____________________________________, constituting a quorum, when among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY FLOOD CONTROL DISTRICT AND CITY OF SPRING VALLEY VILLAGE FOR STORMWATER QUALITY PUBLIC EDUCATION FUNDING.

Commissioner ________________________ introduced an order and moved that Commissioners Court adopt the order. Commissioner________________________ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

		Yes	No	Abstain
AYES:	Judge Emmett	☐	☐	☐
NAYS:	Commissioner Ellis	☐	☐	☐
ABSTENTIONS:	Commissioner Morman	☐	☐	☐
	Commissioner Radack	☐	☐	☐
	Commissioner Cagle	☐	☐	☐

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that:

1. The Harris County Judge is authorized to execute the attached Interlocal Agreement with the Harris County Flood Control District and the City of Spring Valley Village for Stormwater Quality Public Education Funding. The attached Agreement may be executed with an electronic or facsimile signature.

2. The Harris County Flood Control District and all other Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

MEETING DATE:	December 11, 2018
TOPIC:	Award Of Request for Proposals Number 2018-09-501 For Grant Services to Public Management, Inc.
BACKGROUND:	On September 10, 2018, the City issued Request for Proposals #2018-09-501 for grant services ("RFP"). The RFP closed on October 4, 2018, and only one proposal was received. A copy of the Bid Tabulation Sheet is provided with this agenda item. As previously mentioned, the RFP was issued in order to have a grant services company on contract to assist the City in seeking out and applying for different grants that may be available to it for projects such as the Hazard Mitigation Grant Program, Pre-Disaster Mitigation Grant Program, and other State and Federal grant programs. Any fees for grant administration services are typically reimbursable through the different grants – as long as the services have been procured using the Federal procurement process. Consequently, the RFP document and process that was used follows the Federal procurement guidelines. There are currently no grants for which the City is applying, so there are no costs associated with this award or the contract that follows in the next agenda item. However, it is important for the City to have a grant administration services company under contract so we can move quickly when a grant opportunity opens up. I have personally worked with Public Management, Inc. for 11 years, and the services the company provides are outstanding. They have worked with numerous cities and grant programs and understand the processes and nuances of each one. Therefore, the recommendation is to award the RFP to Public Management, Inc.
RECOMMENDATION:	City Staff recommends awarding Request for Proposals Number 2018-09-501 for Grant Services to Public Management, Inc.
ATTACHMENTS:	• Copy of Request for Proposals Number 2018-09-501 for Grant Services • Bid Tabulation Sheet • Copy of Proposal Submitted by Public Management, Inc. in Response to Request for Proposals Number 2018-09-501 for Grant Services
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# <u>20-50-7514</u> ☐ Not budgeted, if approved, the following will be included in the

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

	next Budget Amendment: ☐ $_______ from Acct/Project# __________ will be transferred to Acct/Project# __________ ☐ $_______ from unassigned fund balance will be used and added to Acct/Project# __________ ☐ $_______ will be added to Revenue Acct# __-____ and $_______ added to Expenditure Acct/Project# __________
FINANCE VERIFICATION OF FUNDING:	

SUBMITTING STAFF MEMBER: Julie M. Robinson, City Administrator	**CITY ADMINISTRATOR APPROVAL:**

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

DIVIDER PAGE

REQUEST FOR PROPOSALS
CITY OF SPRING VALLEY VILLAGE, TEXAS

EST. 1955

SPRING VALLEY

VILLAGE

GRANT SERVICES
REQUEST FOR PROPOSALS #2018-09-501

DEADLINE:
Thursday, October 4, 2018
2:00 pm

CITY OF SPRING VALLEY VILLAGE
PUBLIC NOTICE
REQUEST FOR PROPOSALS #2018-09-501
GRANT SERVICES

The City of Spring Valley Village is soliciting a Request for Proposals ("RFP") for grant *application and professional administrative services.* These services are being solicited to assist the City of Spring Valley Village in its application and administration of contracts, if awarded, from the CDBG – Disaster Recovery program of the General Land Office (GLO), Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation Grant Program (PDM) of the Texas Division of Emergency Management (TDEM), and other funding opportunities that may arise. The City of Spring Valley Village is considering applying for such funding to support Infrastructure, Housing, and other activities in the City of Spring Valley Village.

The deadline for submission of proposals is 2:00 P.M. Thursday, October 4, 2018. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. The City of Spring Valley Village reserves the right to negotiate with any and all persons or firms submitting timely proposals.

All proposals submitted for City consideration must include the original and four (4) copies, be clearly marked on the outside of the sealed envelope with the words "City of Spring Valley Village, Attention: City Secretary, RFP #2018-09-501 – Grant Services, and must contain the name of the company submitting the RFP.

Proposals will be publicly opened and read at the Spring Valley Village City Hall located at 1025 Campbell Road, Houston, Texas 77055 on Thursday, October 4, 2018, at 2:10 p.m.

RFP documents may be downloaded from the Purchasing Page of the City of Spring Valley Village's website at www.springvalleytx.com obtained in person at Spring Valley Village City Hall, 1025 Campbell Road, Houston, Texas.

Firms may submit proposals for any or all activities. Multiple contracts may be awarded as a result of this solicitation. The City of Spring Valley Village will, in its sole discretion, determine the number of contracts awarded, and may decide not to award any contracts. Proposals shall be valid for a period of sixty (60) days from the date they are opened.

The City of Spring Valley Village is an Affirmative Action/Equal Opportunity Employer. Section 3 Residents, Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals.

1st Advertisement: Memorial Examiner, Wednesday, September 19, 2018

2nd Advertisement: Memorial Examiner, Wednesday, September 26, 2018

For inquiries regarding this RFP, please contact Julie Robinson, City of Spring Valley Village, City Administrator by phone, 713-465-5306, or email, jrobinson@springvalleytx.com.

RFP for Grant Services

The City of Spring Valley Village is seeking to enter into a services contract with well-qualified administration/management service provider(s) to assist the City in preparing an application and overall management of CDBG-Disaster Recovery projects, Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation Grant Program (PDM) projects, and other grant opportunities that may arise, if funded. The selected firm will be responsible for seeking and administering grant opportunities for the City including coordination between programs to maximize funding. The following outlines the RFP:

I. Scope of Work - **A sample detailed Scope of Work ("SOW") is enclosed as Exhibit A.** The professional administration/management firm/consultant to be hired is to provide application and contract-related management services, including but not limited to the following areas:

Pre-Funding Services*

Grant Administrator will develop project scope and complete CDBG-DR, HMPG, PDM, and other applications as assigned. The provider will work with the City and Engineer, if applicable, to provide the concise information needed for submissions of funding applications and related documents. The required information shall be submitted in a format to be described by each grant application.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for funding. The selected administrative firm must follow all requirements of each program.

General Administration Services – General
- Administrative Duties
- Construction Management

Grant Administration Services – Infrastructure
- Administrative Duties
- Acquisition Duties
- Environmental Services

Grant Administration Services –Housing
- Administrative Duties
- Project Case Management
- Site Inspections
- Environmental Services

Grant Administration Services – Other
- Administrative Duties
- Site Inspections
- Environmental Services

Please specify a complete list of actual tasks to be performed under each of these categories in your response, including, if necessary, a **brief** description of each task.

**Pre-funding services are not eligible for reimbursement and must be paid with local or other non-grant funds.*

II. Statement of Qualifications - The City is seeking to contract with well-qualified professional administration/management firm(s)/consultant(s) experienced in grants/contracts application and administration. Please provide the following information:
- A brief history of the proposing entity, including general background, knowledge of and experience working with relevant agencies, with an emphasis on recent experience;
- Related experience in applying for and managing federally-funded construction;

- A description of work performance and experience with CDBG-DR, HMGP and PDM including a list of at least three references from past local government clients, with information describing the relevancy of the previous performance and experience including starting and end dates (month/year);
- Describe the proposing entity's capacity to perform as well as resumes of all employees who will or may be assigned to provide technical assistance if your firm is awarded this management services contract, identifying current employees and proposed hires; and
- A statement substantiating the resources of the proposing entity and the ability to carry out the scope of work requested within the proposed timeline.

III. Proposed Cost of Services - Please provide your cost proposal to accomplish the scope of work by activity (General, Infrastructure, Housing and Other) outlined above and for any additional services required using the Cost of Services page(s) included in Exhibit C: Required RFP Forms. The final grant amount is yet to be determined; therefore, vendors should propose pricing based on the potential funding amounts provided. The City will consider dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises. As such, proposers may specify any maximum limit to the total dollar value of grant funds they are able and willing to manage. Firms may submit proposals for any or all activities. Preference will be given to firm fixed pricing. The proposal must include all costs that are necessary to successfully complete these activities. Please note that the lowest/best bid will not be used as the sole basis for entering into this contract; rather, award will be made to the firm(s) providing the best value to the City, cost and other factors considered.

Profit (either % / actual cost) must be identified and negotiated as a separate element of the price of the contract. To comply, the respondent must disclose and certify in its proposal the percentage of profit being used. "Cost plus percentage of cost" type proposals are prohibited.

IV. Evaluation Criteria - The proposal received will be evaluated and ranked according to the following criteria and using the rating sheet enclosed as Exhibit B:

Criteria	Maximum Points
Experience	30
Work Performance	30
Capacity to Perform	20
Proposed Cost	20
Total	100

V. Submission Requirements

- **A statement of conflicts of interest** (if any) the proposing entity or key employees may have regarding these services, and a plan for mitigating the conflict(s). Please note that City may in its sole discretion determine if a conflict disqualifies a firm, and/or if a conflict mitigation plan is acceptable.
- **System for Award Management**. Consultant/Firm, and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the company as well as the company's principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a print out of the search results that includes the record date.
- **Form CIQ,** enclosed in Exhibit C. Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response.

- **Certification Regarding Lobbying,** enclosed in Exhibit C. Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.
- **Form 1295,** enclosed in Exhibit C. Effective January 1, 2016, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information.
- **Required Contract Provisions**. Applicable provisions enclosed in Exhibit D must be included in all contracts executed as a result of this RFP.

VI. <u>Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.</u> Small and minority businesses, women's business enterprises, and labor surplus area firms are encouraged to participate in this RFP. If the awarded vendor is a prime contractor and may use subcontractors, the following affirmative steps are required of the prime contractor:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

VII. **<u>Deadline for Submission</u> – Proposals must be received no later than <u>*2:00 PM Thursday, October 4, 2018*</u>**. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm.

All proposals submitted for City consideration must include the original and four (4) copies, be clearly marked on the outside of the sealed envelope with the words "City of Spring Valley Village, Attention: City Secretary, RFP #2018-09-501 – Grant Services, and must contain the name of the company submitting the RFP. Please delivery proposals to 1025 Campbell Road, Houston, Texas 77055.

Any questions or requests for clarification must be submitted in writing to jrobinson@springvalleytx.com by 4:30 pm on Tuesday, October 2, 2018. The City may, if appropriate, circulate the question and answer to all firms submitted proposals.

EXHIBIT A

SCOPE OF WORK

The Contractor shall provide the following scope of services:

SCOPE OF SERVICES REQUESTED

Providers will help the City fulfill State and Federal statutory responsibilities related to funding opportunity requirements. Providers will assist the City in seeking, applying for and completing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, mitigation, infrastructure, planning and/or other projects. Grant administrative services must be performed in compliance with all grant guidelines issued by the applicable program. The contractor shall advise on grant opportunities for the City and identify ways to increase and/or maximize funding.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing General Land Office (GLO) or other State or Federal guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the disaster recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete grant applications for CDBG – Disaster Recovery program of the General Land Office (GLO), Hazard Mitigation Grant Program (HMGP) or Pre-Disaster Mitigation Grant Program (PDM) of the Texas Division of Emergency Management (TDEM), and other funding opportunities that may arise. The provider will work with the City and Engineering, if applicable, to provide the concise information needed for submission of complete disaster recovery or other funding application and related documents. The required information shall be submitted in a format to be described by the GLO, TDEM or other funding entity.

- Application Development including basic project information gathering (identifying latitude/longitude for each location, obtaining signed Voluntary Participation Agreement (VPA) forms, obtaining signed Duplication of Benefits Affidavit, photos for each location from all four sides, photos of outbuildings of properties to be acquired, maps for each location); hazard information gathering; property inventory; alternative solution development; basic property appraisal determinations; developing project scope of work, cost estimates and schedules
- Coordinate Responses to funding agency requests for information (RFI)
- Provide assistance regarding feasibility and effectiveness
- Coordinate Benefit-Cost Analysis (BCA)
- Gather preliminary Environmental and Historic Preservation Review (EHP) data
- Workshops and meetings related to the development and submission of the application
- Public outreach, if applicable (e.g. advertising, public meetings)
- Such other work as may reasonably be associated with pre-award of funding opportunities
- Act as liaison between State, FEMA, and project engineer

- Provide advice regarding feasibility and effectiveness
- Initial structure elevation for elevations and reconstructions
- Such other work as may reasonably be associated with pre-award support of projects

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, and eligible projects approved for disaster recovery or other funding. The selected administrative firm must follow all requirements of each program awarded.

Grant Administration Services – General

a) Administrative Duties:
   i. Record keeping
   ii. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and grant administration to effectuate the services requested.
   iii. May assist in public hearings.
   iv. Will work with awarded grant's system(s) of record.
   v. Provide monthly project status updates.
   vi. Funding release will be based on deliverables identified in the contract.
   vii. Labor and procurement duties:
      a. Provide all Labor Standards Officer (LSO) Services.
      b. Ensure compliance with all relevant labor standards regulations.
      c. Ensure compliance with procurement regulations and policies.
      d. Maintain document files to support compliance.
   viii. Financial Management:
      a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
      b. Assist subrecipient with the procurement of audit services.
      c. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO as applicable.
      d. Implementation and coordination of Section 504 requirements.
      e. Program compliance.
      f. Ensure that fraud prevention and abuse practices are in place and being implemented.
      g. Prepare and submit all closeout documents.
      h. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
      i. Assist in preparation of contract revisions and supporting documents including but not limited to:
         - Amendments/modifications,
         - Change orders.

b) Management Activities - (services associated with administering funding assistance), including but not limited to:
   i. Coordinate title clearance, as necessary
   ii. Coordinate and document the Statement of Voluntary Participation, as necessary
   iii. Geocoding projects identified for further review by funding agency, as necessary
   iv. Delivery of technical assistance (e.g., plan reviews, BCA reviews, EHP data gathering, appraisal

coordination, outreach, training) to support the implementation of activities

v. Managing awards (e.g., quarterly reporting, reimbursement requests, closeout)

vi. Technical monitoring (e.g., site visits, technical meetings)

vii. Project Monitoring: monitor and evaluate the progress of the activity in accordance with the approved SOW and budget, administrative requirements of 2 CFR Part 200, applicable State requirements

viii. Project closeout in accordance with 2 CFR Sections 200.343 and 200.344. The project file should document that:

    a. The approved SOW was fully implemented
    b. All obligated funds were liquidated and in a manner consistent with the approved SOW
    c. All EHP compliance grant conditions were implemented and documented as required
    d. The project was implemented in a manner consistent with the Federal award or subaward agreement
    e. The pass-through entity submitted the required quarterly financial and performance reports
    f. The Federal award and subaward were closed out in accordance with the provisions outlined in Part VI, E and F (subaward and Federal award closeout)

ix. Coordinate Final Mitigation Offer: inform each property owner in writing of the market value (pre-event or current) of the property and the method used to determine the final Mitigation Offer.

x. Verify that all required subaward activities have been accomplished in accordance with all programmatic guidance and proper grants management practices and 44 CFR Section 80.21, that all properties identified in the subapplication have been acquired, and that the Model Deed Restriction language was recorded with each corresponding deed.

xi. The successful respondent(s) shall provide the following property information, as necessary:

    a. A photograph of the property site after project implementation
    b. A copy of the recorded deed and attached deed restrictions for each property
    c. Latitude and longitude coordinates of the property, if not already gathered under the Pre-Award activity
    d. A signed Statement of Voluntary Participation from the owner of each property identified in the subaward SOW (see Addendum Part A.6.5.1), if not already gathered under the Pre-Award activity
    e. For each property identified in the FEMA Repetitive Loss database, a completed FEMA Form AW-501 documenting the completion of mitigation on the repetitive loss property is required.
    f. Final Elevation Certificate for elevations and reconstructions

xii. Post-Award public outreach

xiii. Such other work as may reasonably be associated with Management Activities in support of Projects

c) Construction Management

i. The provider will assist the subrecipient in submitting/setting up project applications in the grant's system(s) of record.

ii. The provider may compile and collate complete contract/bid packages that meet grant program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the grant's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.

iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.

iv. The provider may assist the subrecipient with project Activity Draws/Close Out.

v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the grant's system(s) of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet grant program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.

vi. The provider may assist the subrecipient in developing Architectural and Engineering plans with guidance from the grant program.

vii. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

i. Ensure program compliance including all grant requirements and all part's therein, current Federal Register, etc.

ii. Assist subrecipient in establishing and maintaining financial processes.

iii. Obtain and maintain copies of the subrecipient's most current contract including all related change requests, revisions and attachments.

iv. Establish and maintain record keeping systems.

v. Assist subrecipient with resolving monitoring and audit findings.

vi. Serve as monitoring liaison.

vii. Assist subrecipient with resolving third party claims.

viii. Report suspected fraud.

ix. Submit timely responses to requests for additional information.

x. Complete draw request forms and supporting documents.

xi. Facilitate outreach efforts, application intake, and eligibility review.

xii. Perform any other administrative duty required to deliver the project.

xiii. Utilize and assist with grant administration systems of record to complete milestones, submit documentation, reports, draws, change requests, etc.

xiv. Submit change requests and all required documentation related to any change requests.

b) Acquisition Duties:

i. Submit acquisition reports and related documents.

ii. Establish acquisition files (if necessary).

iii. Complete acquisition activities (if necessary).

c) Environmental Services

i. Assist detailed scope of services

a. Review each Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;

b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;

c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;

d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;

e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;

f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;

g. Complete and submit the environmental review into GLO's system of record;

h. At least one site visit to project location and completion of a field observation report

i. Prepare and submit for publication all public notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;

j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;

k. Process environmental review and clearance in accordance with NEPA;

l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;

m. Prepare and submit Monthly Status Report; and

n. Participate in regularly scheduled progress meetings.

Grant Administration Services – Housing

a) Administrative Duties:

i. Develop and implement Outreach Plans detailing specific outreach for the project. Plans will be required to be submitted and approved on a project by project basis.

ii. Perform extensive community outreach to affected areas on behalf of the subrecipient utilizing grant guidance.

iii. Develop and submit for approval Housing Guidelines on behalf of the subrecipient utilizing grant guidance.

iv. Develop and submit for approval a Needs Assessment on behalf of the subrecipient based on grant guidance.

v. Provide case management support to subrecipient to manage the grant applications process, including but not limited to:

a. creating eligibility procedures to lessen the fallout of applicants;

b. advising applicants on eligibility and program requirements, and assist in application preparation and submission;

c. facilitating intake of applications from grant applicants;

d. performing eligibility reviews;

e. processing applications, including necessary communications;

f. capture applicant fallout reasons; and

g. the follow-up to grant applicants.

vi. Participate in the appeals process and handling of disputes for disallowed/ineligible applications.

vii. Act as an advocate for applicants through appeals process when required.

viii. Assist applicants through housing construction process.

ix. Perform other application management and homeowner support duties as required to ensure the success of the program.

x. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.

xi. Provide construction and builder management services as required to comply with applicable construction codes and program requirements.

xii. The provider will assist the City in conducting assessments of all incomplete projects and align the GLO *Form 11.17*, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO *Form 11.17,* as the basis for construction and payment due to the contractor.

b) Site Inspections

i. Establish Disaster Damage Assessments (Damage Inspections).

a. Assist in performing a visual field review of single- family housing units to determine the presence of damage to the home that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:

b. The respondent may assist the subrecipient with:

i. Contacting the Homeowner to schedule a date and time to perform the field review.
ii. Traveling to the project site.
iii. Interviewing the Homeowner on site to gain a perspective of the pre-disaster condition of the structure; damage resulting directly from the disaster; and damage resulting from subsequent deterioration. The provider may utilize this information to assist in its review of the housing unit.

c. Performing the visual review of the housing unit to determine the presence of damage to the home that may be attributed to a national disaster declaration. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage to the following:

i. Foundation;
ii. Exterior walls;
iii. Exterior wall finishes;
iv. Windows and doors;
v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);
vi. Floor system and structure;
vii. Electrical system components;
viii. Plumbing system components;
ix. Heating, ventilation and air conditioning system;
x. Interior wall finishes;
xi. Interior fixtures and components;
xii. Porches;
xiii. Exterior stairs and ramps;
xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.

d. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspectors report will include:

i. The reviewer's name;
ii. The property address;

iii. The homeowner’s name;
iv. A checklist of housing components that may have received disaster damage, if any;
v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage; and
vi. The reviewer’s certification, signature, and date of review.

The results of the disaster damage assessment may be provided in a format similar to the *11.01 or 11.01A* forms. The *11.01A, Initial Inspection Checklist, Short* will be completed for homes that have received disaster-damage that obviously cannot be rehabilitated. *Form 11.01,* will be completed in accordance with the guidance contained in HQS 52580.

ii. Estimated Cost of Repair Inspection (Work Write-Up).
   a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a property has been determined eligible for Program assistance, the respondent will prepare an Estimated Cost of Repair (“ECR”) for the program- eligible repairs.
   b. ECRs will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the home into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.
   c. Assistance to the subrecipient may include:
      i. Contact the Homeowner to schedule a date and time to perform the field review.
      ii. Travel to the project site.
      iii. Perform the visual review of the housing unit to determine the approximate amount and extent of damage to the home. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.
      iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
         a. a summary list of items to be addressed;
         b. a basic description of the repair approach for each item;
         c. estimated item quantities; and
         d. site photographs.

ii. Consider the following in preparation of the ECR:
   a. the specific materials needed;
   b. the quantity of those materials;
   c. trades involved;
   d. the level of effort and duration for each trade;
   e. estimated rates and manpower; and
   f. equipment required to accomplish each of the identified repairs.

iii. Utilize the following to develop the ECR:
   a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;

b. experience with projects of similar size and scope; and
c. knowledge of the local market rates and conditions.

iv. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the applicable subrecipient. The final ECR will include the following:
a. A completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.

v. Assist the subrecipient with Rehabilitation Inspections at:
a. 50% complete progress inspection
b. A final inspection at 100% complete

vi. Assist the subrecpieint with reconstruction inspections at:
a. Foundation
b. 33% complete progress inspection
c. 66% complete progress inspection
d. A final inspection at 100% complete

vii. Upon notification of a home being ready for a Construction Review, the provider may contact the homeowner and contractor to schedule a date and time to perform the Review.
a. Travel to the project site.
b. Conduct on-site observations (field review) of the work completed. The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion. During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

a. Estimated amounts owed to the Contractor.
b. Items of work that are incomplete (Punch List items).
c. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

c) Environmental Services

i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the Program. The provider will provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.

ii. The provider may submit a request for Special Services to subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.

iii. Special services may include, but are not limited to the following tasks:
a. Archeological study required by SHPO;
b. Lead-based paint and/or asbestos inspection; and
c. Wetlands assessment.

Exhibit B

City of Spring Valley Village
Administration/Professional Services Rating Sheet

Name of Respondent ___________________________ Date of Rating _________________________

Evaluator's Name ______________________________

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

	Factors	Max.Pts.	Score
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.)	10	________
5.	References from current/past clients	10	________
	Subtotal, Experience	30	________

Work Performance

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

Capacity to Perform

	Factors	Max.Pts.	Score
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 projects	5	________
	Subtotal, Capacity to Perform	20	________

Proposed Cost

Factors	Max.Pts.	Score
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	
	20	________

TOTAL SCORE

	Factors	Max.Pts.	Score
☐	Experience	30	________
☐	Work Performance	30	________
☐	Capacity to Perform	20	________
☐	Proposed Cost	20	________
	Total Score	100	________

Exhibit C: Required RFP Forms

Cost of Services: Infrastructure

Please indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

Maximum amount of grant funds firm is able and/or willing to manage: $_____________________

INFRASTRUCTURE		
Potential Grant Award Amount	Cost of Services (maximum)	% of Profit
$1 million		
$10 million		
$50 million		
$100 million		

Cost of Services: Housing

Please indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

Maximum amount of grant funds firm is able and/or willing to manage: $_____________________

RENTAL HOUSING		
Estimated Grant Award Amount	Cost of Services (maximum)	% of Profit
$5 million		
$10 million		
$50 million		
$100 million		

Cost of Services: Other

Please indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

Maximum amount of grant funds firm is able and/or willing to manage: $____________________

Other		
Potential Grant Award Amount	Cost of Services (maximum)	% of Profit
$1 million		
$10 million		
$50 million		
$100 million		

Insert System for Award Management (SAM) record search for company name and company principal.

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.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, ____________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

____
Signature of Contractor's Authorized Official

____
Printed Name and Title of Contractor's Authorized Official

____
Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Subawardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Subawardee Tier______, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _________________
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** ________________________________ **Print Name:** _____ **Title:** _____ **Telephone No.:** ____________ **Date:** _______
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

(To be completed by awarded vendor)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

OFFICE USE ONLY

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

4

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is _______________________________________, and my date of birth is ____________________.

My address is ________________________________, ______________, _______, __________, ___________.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in ____________________ County, State of ______________, on the _______ day of ______________, 20______.
(month) (year)

____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

Exhibit D: REQUIRED CONTRACT PROVISIONS

2 CFR 200.326 Contract provisions. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

All Contracts

THRESHOLD	PROVISION	CITATION
>$150,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
None	Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Records of non-Federal entities. The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas General Land Office (GLO), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.	2 CFR 200.336
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:	2 CFR 200.333

THRESHOLD	PROVISION	CITATION
	(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;	2 CFR 200.321

THRESHOLD	PROVISION	CITATION
	(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.	
None	Verification No Boycott Israel. As required by Chapter 2270, Government Code, CONTRACTOR hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.	Texas Government Code 2270.002
None	Foreign Terrorist Organizations. Pursuant to Chapter 2252, Texas Government Code, [Company] represents and certifies that, at the time of execution of this Agreement neither [Company], nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.	Texas Government Code 2252.152
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of grant funds. If no such funds are awarded, the contract shall terminate.	

EO Clause for Construction Contracts > $10K including administration & engineering contracts associated with construction contracts

THRESHOLD	PROVISION	CITATION
>$10,000	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of ‘‘federally assisted construction contract’’ in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, ‘‘Equal Employment Opportunity’’ (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, ‘‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’’ and implementing regulations at 41 CFR part 60, ‘‘Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.’’ 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: (1) 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. (2) 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge 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	41 CFR §60-1.4(b) and 2 CFR 200 APPENDIX II (C)

THRESHOLD	PROVISION	CITATION
	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. (4) 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. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (6) 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. (7) 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. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of	

THRESHOLD	PROVISION	CITATION
	contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written. (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [80 FR 54975, Sept. 11, 2015]	

THRESHOLD	PROVISION	CITATION
>$2,000	*Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland "Anti-Kickback" Act (18 U.S.C. 874; 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3):* Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above 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	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

THRESHOLD	PROVISION	CITATION
	employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
>$100,000	All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause): A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development 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 135, 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 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. 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 135. E. 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under	24 CFR §135.38

THRESHOLD	PROVISION	CITATION
	this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]	2 CFR 200 APPENDIX II (J)
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201

DIVIDER PAGE

RB

EST. 1955

SPRING VALLEY

VILLAGE

RFP – GRANT SERVICES

October 4, 2018 at 2:10 p.m.

SUBMITTALS RECEIVED

1. Public Management
2.
3.
4.
5.
6.
7.
8.
9.
10.

DIVIDER PAGE

City of Spring Valley Village

Community Development Block Grant- Disaster Recovery Program (CDBG-DR)

Hazard Mitigation Grant Program (HMGP)

Proposal for Application and Administrative Services

EST. 1982

PUBLIC MGT

PUBLIC MANAGEMENT
EST.1982

Planning • Financing • Management

September 11, 2018

Roxanne Benitez, City Secretary
City of Spring Valley Village
1025 Campbell Road
Houston, TX 77055

RE: City of Spring Valley Village Disaster Recovery & HMGP Application and Administrative Services

We are excited for the opportunity to submit this proposal to the City of Spring Valley Village for Disaster Recovery and Hazard Mitigation Application and Administrative Services. We have assembled a highly qualified team that will be dedicated to identifying, pursuing, and implementing funding opportunities that will enable the City's long-term recovery efforts.

To date, Public Management has guided its clients to over $260 million in Disaster Recovery funding which span multiple state and federal funding sources. Our knowledge and expertise of federal disaster recovery programs, coupled with our proximity to the City of Spring Valley Village, ensures that the Public Management Team will provide unparalleled service for these recovery efforts.

As President and CEO for Public Management, I have full authorization to commit the necessary staff resources to ensure that the Application and Administrative Services meet the City of Spring Valley Village's standards. We look forward to the opportunity of working with the City of Spring Valley Village to carry out its long-term recovery efforts.

Respectfully,

Patrick K. Wiltshire
President and CEO

T 281.592.0439 F 281.592.1734 W publicmgt.com E info@publicmgt.com P.O. Box 1827 Cleveland, TX 77328

SCOPE OF WORK

PUBLIC
MANAGEMENT
EST.1982

METHODOLOGY

The Team will immediately begin conducting application assessment and project development meetings to familiarize all parties with the schedule of the proposed funding source, necessary documents, and procedural compliance. These early meetings will set the stage for comprehensive understanding of the programs and allow the Client to secure funding.

The Team will maintain constant communication to ensure all parties are aware of the project status for successful application submittal. Once an application is submitted, the Team will monitor the review and scoring process and report the status back to the Client. If the application is scheduled for award, the Team will notify the Client of the results and discuss next steps and important procedures to undertake in order to be prepared for contract initiation.

Upon successful contract development, the Team will work with the appropriate funding and/or administrative agency to ensure that all review and approval requirements are met so that awards will be made. The Team will utilize our proprietary project management application, PMI Central™, to track projects from application development to contract closeout. This custom built tool was developed specifically to assist project managers in implementing state and federally funded community and economic development programs. PMI Central will assist in assuring accountability, efficiency and effectiveness.

PRE-FUNDING SERVICES:

Application Preparation: The Team will prepare the application as directed by the Client to apply for available funding sources adherent to the state and federal agencies guidelines. The Team will coordinate all activities and other service providers with regard to the preparation of the application, including, but not limited to:

- Review of proposed project for program compliance and will work with city staff to provide an overview of damage assessment;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and project engineer;
- Evaluate project objective and develop timelines/milestones;
- Prepare project maps in ArcGIS and PDF format;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for application submission and attend Client meeting to address application development;
- Package complete application with all pertinent supplemental documentation for client to review prior to submission;
- Identify and document beneficiaries;
- Advise client on funding availability, anticipated scoring, selection and award process.

Application Preparation for Mitigation Projects (as applicable): In addition to general application preparation services, the Team will provide grant application development services, to include Benefit Cost Analysis (BCA) completion, for applications associated to Hazard Mitigation Assistance Grant programs (including but not limited to Flood Mitigation Assistance (FMA), Pre-Disaster Mitigation (PDM) and Hazard Mitigation Grant Program for mitigation activities). Preparation and submission of applications for grant funding in compliance with local, state and federal requirements.

- Review Notices of Intent;
- Develop and implement local criteria to prioritize applicants;
- Coordinate and conduct public meetings to solicit homeowners to volunteer to participate in grant programs;
- Respond to verbal, email and written inquiries from the public regarding participation in grant programs;
- Collect homeowner information as needed to facilitate development of grant application;
- Identify and evaluate candidate projects suitable for grant funding;
- Provide written overview of drainage project evaluations to include list of data needs;
- Conduct water surface reduction analysis for potential drainage project areas;
- Provide written report summarizing results of water surface reduction analysis with estimated benefit calculations for each reduction scenario;
- Complete Benefit Cost Analysis for candidate drainage projects;
- Complete project scope of work, cost estimate, schedule and justifications and all other elements of grant application;
- Complete Benefit Cost Analysis calculations for properties to be included in grant application;
- Provide recommendation to Client of which properties or drainage projects to include in grant application based on HMA guidance and Benefit Cost Analysis calculations;
- Conduct review and analysis of data to validate property classification and cost estimates;
- Assist Client with execution of required certifications and other documents;
- Assist Client with the completion and submittal of grant applications;
- Respond to requests for information post-application submittal (RFIs).

Flood Protection Planning (as applicable): In addition to general application preparation services, the Team will support the Client in coordinating application development for the Texas Water Development Board Flood Protection Planning Program.

- Coordinate and prioritize flood protection planning, flood early warning systems, and flood response activities;
- Identify watershed for which flood protection will be addressed;
- Identify how the project will reduce the loss of life and property;
- Develop project schedule and budget;
- Provide TWDB with requested population and beneficiary documentation;
- Develop required Written Assurances.

POST FUNDING SERVICES

GENERAL ADMINISTRATION SERVICES – GENERAL

Administrative Duties: The Team will coordinate, as necessary, between Client and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontract and/or administrative agency to effectuate the services requested.

- Oversee the project and achieve all of the project goals within the constraints given by the funding agency;
- Develop and implement project phases to plan, budget, oversee, and document all aspects of the specific project;
- Coordinate all activities related to the project's successful completion with all other professionals and organizations associated with this project.

Recordkeeping: The Team will assist the Client with maintaining all records generated by the program, this includes all records required by the funding agency and the Client (i.e. program management records).

- Complete filing system will be developed and maintained at Client's office;
- Both physical and electronic form of records will be developed and accessible;
- Records will be updated as necessary to ensure compliance with funding source and administrative agency;
- Records will be retained for the appropriate period of time as dictated by the funding agency, with electronic records available for perpetuity.

Financial Management: The Team will assist the Client in keeping the general journal, general ledger, cash receipts journal and all other necessary financial documents, as well as monitor the Client's financial system.

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Request fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s).

Construction Management: The Team will coordinate and supervise the project to ensure designated activities are realizing the intended outcomes as stated in contract documents. We will oversee specialized contractors and other personnel and allocate necessary resources.

- Assist the Client in submitting/setting up project applications in the Agency's system of record;
- Coordinate the development, completion, and execution of contract documents to insure supporting documentation is in order;
- Conduct regular on-site visitations and assessments;
- Development and maintenance of construction management status log;

- Recommendation and development of scope realignments as prescribed by the projects complexities.

Economic Revitalization (as applicable): In additional to general administrative services, the Team will support the Client in working with private enterprises to obtain funding in support of economic development and revitalization projects.

- Develop a contract for compliance with the private enterprise partner;
- Monitor compliance with the contract throughout the course of the project;
- Coordinate job creation and/or retention reporting;
- Document and track economic impact and revitalization activities.

Flood Protection Planning (as applicable): In addition to general administrative services, the Team will work with the Client to provide support and the necessary administrative services to successfully implement and complete flood protection planning projects.

- Assist Client with establishing formal and direct contact with appropriate entities affected by the project and in coordinating with existing flood protection planning activities in the watershed;
- Develop detailed budgets for subcontracts;
- Schedule and assist facilitating at minimum three (3) required public meetings;
- Submit planning studies for review.

Mitigation Projects (as applicable): In addition to general administrative services, the Team will work with the Client, the state and federal agencies to insure successful implementation of various types of mitigation projects.

- Prepare requests for payment from the City to the property owners or contractor;
- Prepare requests for reimbursement from the City to the State;
- Assist the City in developing an agreement between the City and the Homeowners that passes along the relevant terms of the grant. This agreement will also establish Homeowner obligations that must be followed during the elevation of their home;
- Coordination of inspection, structure requirement, and bid/contract process for elevation contractor procurement;
- Coordinate and facilitate meetings with Homeowners to outline the project's scope of work requirements. Work closely with the Homeowners throughout the duration of the project and respond to their questions in a timely manner;

Application Preparation for Buyout and Mitigation Projects (as applicable): In addition to general application preparation services, the Team will provide grant application development services, to include Benefit Cost Analysis (BCA) completion, for applications associated to Hazard Mitigation Assistance Grant programs (including but not limited to Flood Mitigation Assistance (FMA), Pre-Disaster Mitigation (PDM) and Hazard Mitigation Grant Program for mitigation activities). Preparation and submission of applications for grant funding in compliance with local, state and federal requirements.

- Review Notices of Intent;

- Develop and implement local criteria to prioritize applicants;
- Coordinate and conduct public meetings to solicit homeowners to volunteer to participate in buyout programs;
- Respond to verbal, email and written inquiries from the public regarding participation in grant programs;
- Collect homeowner information as needed to facilitate development of grant application;
- Identify and evaluate candidate projects suitable for grant funding;
- Provide written overview of drainage project evaluations to include list of data needs;
- Conduct water surface reduction analysis for potential drainage project areas;
- Provide written report summarizing results of water surface reduction analysis with estimated benefit calculations for each reduction scenario;
- Complete Benefit Cost Analysis for candidate drainage projects;
- Complete project scope of work, cost estimate, schedule and justifications and all other elements of grant application;
- Complete Benefit Cost Analysis calculations for properties to be included in grant application;
- Provide recommendation to Client of which properties or drainage projects to include in grant application based on HMA guidance and Benefit Cost Analysis calculations;
- Conduct review and analysis of data to validate property classification and cost estimates;
- Assist Client with execution of required certifications and other documents;
- Assist Client with the completion and submittal of grant applications;
- Respond to requests for information post-application submittal (RFIs).

Buyout and Mitigation Projects (as applicable): In addition to general administrative services, the Team will work with the Client, the state and federal agencies to insure successful implementation of various types of mitigation projects.

- Prepare requests for payment from the City to the property owners or contractor involved in the buyout program;
- Prepare requests for reimbursement from the City to the State;
- Assist the City in developing an agreement between the City and the Homeowners for buyout that passes along the relevant terms of the grant. This agreement will also establish Homeowner obligations that must be followed during the elevation of their home;
- Coordination of inspection, structure requirement, and bid/contract process for elevation contractor procurement;
- Coordinate and facilitate meetings with Homeowners to outline the project's scope of work requirements. Work closely with the Homeowners throughout the duration of the project and respond to their questions in a timely manner.

General Administration Services - Infrastructure

Administrative Duties: The Team will work with the Client's staff to provide the necessary administrative and planning services to see the project to completion. The Team will meet with officials on a regular basis to review progress on the objectives of the project and then take actions to see that those objectives are met.

- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;
- Prepare and submit any necessary reports required by the funding agency during the course of the project (i.e. Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);
- Provide Client staff specific instructions on the necessary administrative procedures that will assure a successful project;
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings.

Real Property Acquisition: The Team will assist the Client in the preliminary acquisition assessment as well as the development and/or coordination of acquisition of real property (real property in the context of acquisition refers to permanent interest in real property as well as certain less-than-full-fee interests in real property).

- Adherence to the Uniform Act (URA) which guides the acquisition of real property that may be necessary to the needs of the project;
- Development and maintenance of appropriate file materials to ensure compliance with federal, state, and program requirements;
- Administrative coordination of parcels, values, correspondence;
- Coordinate property appraisals and determine just compensation;
- Ensure easement/right of way boundaries are in line with proposed project and survey;
- Completion and/or file closure of acquired property.

Environmental Services: The Team will prepare all documents and correspondence for environmental review and clearance as well as maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed. This project element will abide by the National Environmental Policy Act (NEPA) or any other Federal, State or local regulation as applicable.

- Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- Prepare and maintain a written environmental review record;
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- Conduct site-visits as necessary to ensure environmental compliance;

- Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- Assist in compliance with flood plain and wetlands management review guidelines;

Civil Rights Requirements: The Team will structure the program so that all procurement procedures, contracts, and polices will be in accordance with state and federal regulations associated thereto. Insure that the contractors make affirmative efforts to employ Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises and Women Business Enterprises.

- Set up Civil Rights & Citizen Participation File;
- Designate a Civil Rights Officer (CRO);
- Adopt policies and grievance procedures regarding Citizen Participation;
- Adopt Policies and Pass Resolution/Proclamation/Ordinances regarding Civil Rights;
- Publish Citizen Participation and Civil Rights Notices;
- Place necessary documentation in Bid Packets for Contractors;
- Include required clauses in Construction Contracts between Grant Recipient and Contractor;
- Take action to Affirmatively Further Fair Housing;
- The Team will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

Procurement/Bidding/Contracting: Procurement is the process through which an entity obtains goods and services from vendors. The Team will assist the Client in following appropriate procurement procedures to obtain professional and construction services necessary to complete the project.

- Provide assistance to ensure compliance with Local Government Code Chapter 252 as applicable to goods and services;
- Provide assistance to ensure compliance with 2 CFR 200.320 (Methods of Procurement to be Followed).

Labor Standards Monitoring: The Team will insure that all labor standards laws and regulations are observed during the course of the project. The Team will structure the program so that all procurement procedures and contracts will meet equal opportunity requirements. The Team will also insure that the contractors make affirmative efforts to employ minority persons and minority subcontractors. Insure compliance with laws regarding Labor Standards, which include:

- Davis-Bacon Act (40 USC Chapter 31, Subchapter IV);
- Contract Work Hours & Safety Standards Act (CWHSSA);
- Copeland (Anti-Kickback) Act (18 USC 874; 40 USC 3145);

- Fair Labor Standards Act.

Force Account (as applicable): The Team will assist the Client in preparing force account documentation for the project, if necessary, and will consolidate this information for suitable presentation to funding agency.

- Develop and maintain documentation of all associated costs;
- Using appropriate recordkeeping forms required by funding agency;
- Submit documentation upon completion of necessary milestones.

Contract Close-out Assistance: The Team will prepare any necessary reports required by the funding agency to close out the project. The Team will work with the Client in preparing the annual audits and necessary actions to ensure the project reaches the "Administratively Closed" status.

- Ensure projects outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;
- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.

Project Approach

The Team will utilize local and regional staff as the primary contacts to provide continuous, logistical, and technical support during the course of the project. The Team will work closely with state and federal agencies to ensure that all requirements are met and that the project remains on track. The Client will have access to the Team and our methodology insures that the Client will be informed throughout the course of the projects.

Our holistic approach to community needs provide the Team with a sufficient understanding of the challenges at hand as well as the resources to available to address these needs. When funding is secured, the Team will then work to implement the program from award to successful closeout. The Team's primary focus will be to ensure that proposed projects are achieving desired outcomes that will provide the greatest benefit to the project beneficiaries and the community.

EXPERIENCE

PUBLIC MANAGEMENT
EST. 1982

DISASTER RECOVERY	
TOTAL FUNDING	$268,941,629.63
PERFORMANCE PERIOD	2006 – PRESENT
	THE DETAIL PROVIDED BELOW LISTS ALL COMMUNITIES SERVICED BY PUBLIC MANAGEMENT, INC. FOR DISASTER RECOVERY RELATED PROJECTS.

COMMUNITY	CITY OF AMES
FUNDING TYPE	CDBG-DR (INFRASTRUCTURE)
TOTAL FUNDING	$927,539.00
PROJECT MANAGER	NICHOLAS HOUSTON
PERFORMANCE PERIOD	2000-2008
REFERENCE	JOHN WHITE, MAYOR JOHN1223@SBCGLOBAL.NET 936-336-7278

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$201,481.00
FUNDING YEAR	2008

Obtained funds and provided planning and management services for a Hurricane Ike Disaster Recovery project. City will install (1) 35kW diesel generator, an automatic transfer switch, and (1) 20kW diesel generator, an automatic transfer switch, and associated appurtenances. Contractor will clear and regraded 17,720 linear feet of open ditch at (4) different locations. Drainage improvements will take place on the following locations: on Church Street, Martin Dr., Semien Lane, and Wickliff st. These four streets are the major storm water collector ditches which dewatered storm water away from the City and keep properties from flooding.

FUNDING TYPE	Disaster RECOVERY - HMGP
FUNDING	$28,575.00
FUNDING YEAR	2008

Obtained funds and provided planning and management services for a Hurricane Ike Disaster Recovery generator project, to install a 25kW natural gas powered generator to include a propane backup tank in case of natural gas failure. The unit will be elevated so as to meet FEMA elevation requirements. The unit will power all lights, refrigeration, and air conditioning for essential personnel needed, following an emergency situation, security, and fire protection.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 2.2
FUNDING	$264,483.00
FUNDING YEAR	2013

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery. Obtained funds and currently providing management services for sewer improvements, with the installation of four (4) permanently-affixed generators at City lift stations ranging in size from five to twenty kilowatts (5 kW - 20 kW) each with transfer switch, associated appurtenances, and site work performance associated with construction; and flood and drainage improvements with the clearing and regrubbing of approximately 20,730 linear feet of existing residential roadside ditches and culvert replacements.

FUNDING TYPE	CDBG-DR - HURRICANE RITA
FUNDING	$83,000.00
FUNDING YEAR	2006

Obtained funds and provided planning and management services for a Hurricane Rita Disaster Recovery generator project. A generator was installed at the City's water plant.

FUNDING TYPE	DISASTER RECOVERY - OTHER
FUNDING	$350,000.00
FUNDING YEAR	2000

Obtained funds and provided management and housing rehabilitation services for a housing rehabilitation and replacement program. These funds were given due to a storm disaster, which damaged several homes. The City rehabilitated 15 houses and replaced 4 houses with manufactured housing.

COMMUNITY	CITY OF ANAHUAC
FUNDING TYPE	CDBG-DR (INFRASTRUCTURE)
TOTAL FUNDING	$7,143,182.00
PROJECT MANAGER	PATRICK K. WILTSHIRE; NICHOLAS HOUSTON
PERFORMANCE PERIOD	2008 – PRESENT
REFERENCE	JULIE HARVILL, CITY SECRETARY J.HARVILL@ANAHUAC.US 409-267-6681

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$6,000,000.00
FUNDING YEAR	2010

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery project. The City will install 150,000 gallon elevated water storage tank and remove the existing 50,000 gallon elevated storage tank. The City will install 3,500 linear feet box culverts.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 2.2
FUNDING	$1,143,182.00
FUNDING YEAR	2010

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery. Obtained funds and currently providing management services for water improvements, with the rehabilitation of the City's water treatment plant and construction of a raw water pond and ten inch (10 in.) transmission water line covering approximately 4,700 linear feet.

COMMUNITY	CITY OF BAYTOWN
FUNDING TYPE	CDBG-DR (INFRASTRUCTURE)
TOTAL FUNDING	$34,360,211.00
PROJECT MANAGER	PATRICK K. WILTSHIRE; NICHOLAS HOUSTON
PERFORMANCE PERIOD	2009 – PRESENT
REFERENCE	TIFFANY FOSTER, DIRECTOR OF PLANNING AND DEVELOPMENT SERV. TIFFANY.FOSTER@BAYTOWN.ORG 281.420.5389

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$13,059,464.00
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for Hurricane Ike Disaster Recovery. The City will: install/construct flood and drainage improvements in the Northeast and Southwest portion of the City; install/construct fire protection facilities in the Northwest portion of the City; and, install/construct public health facilities in the South Central portion of the City.

Baytown Area Water Treatment Plant

The City will install (3) 800 kW permanently-affixed, diesel-fueled generators and (1) 600 kW permanently-affixed, diesel-fueled generator with manual transfer switches and associated appurtenances. At each location, the City will also construct a concrete pad for generator mounting, and perform site work associated with construction. Construction will take place at the Baytown Area Water Treatment Plant located at 7419 Thompson Road. Installation of the backup generators, transfer switches, and associated appurtenances will ensure continuous operation of the water plant and uninterrupted water service.

Wastewater Treatment Plant

The City will install install (1) 2,500 kW permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances at the Center District Wastewater Treatment Plant located at 1601 West Main Street. In addition, the City will install (1) 2,500 kW permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances at the East District Wastewater Treatment Plant located at 3030 Ferry Road. At each location, the City will also construct an elevated slab for generator mounting, and perform site work associated with the construction. Installation of these backup generators will ensure continuous operation of the wastewater treatment plants and uninterrupted sewage treatment.

Lift Stations

The City will install (36) permanently-affixed, diesel-fueled generators, each with automatic transfer switches and associated appurtenances. The City will perform site work associated with the construction. Installation of these backup generators will ensure continuous operation of the lift stations and uninterrupted sewage treatment.

Police Substation

The City will install (6) accordion shutters of various sizes consisting of approximately 583 square feet to harden this facility. Construction shall take place at the police substation located at 3200 North Main Street. Installation of the building screening will protect against wind and wind-borne debris and ensure continuous operation of the police substation.

City Jail

The City will install (2) accordion shutters of various sizes consisting of approximately 201 square feet and approximately 160 square feet of screen protection to harden this facility. Construction will take place at the City Jail located at 3120 North Main Street. Installation of the building screening will protect against wind and wind-borne debris and ensure continuous operation of the jail to provide crime protection and public safety throughout the city.

Baytown Emergency Medical Service (EMS) Facility

The City will install approximately 42 square feet of accordion shutters, approximately 287 square feet of storm screens, and approximately 417 square feet of roll-down protective doors to harden this medical facility. The City will install (1) 45 kW permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances. The City will construct a concrete pad for generator mounting, and perform site work associated with construction. Construction will take place at the Baytown Emergency Medical Service (EMS) Facility located at 109 South Main Street. Installation of the building screening and backup generator will ensure continuous operation of the medical facility.

Police Substation-Main

The City will install approximately 322 square feet of storm screening and approximately 300 square feet of accordion shutters. Construction will take place at the police substation located at 307 South Main Street. Installation of the building screening will protect against wind and wind-borne debris and ensure continuous operation of the police substation.

Police Substation-Market Street

The City will install approximately 90 square feet of storm screening and approximately 166 square feet of accordion shutters. Construction will take place at the police substation located at 3530 Market Street. Installation of the building screening will protect against wind and wind-borne debris and ensure continuous operation of the police substation.

Police Substation-Defee

The City will install approximately 129 square feet of accordion shutters and approximately 1,321 square feet of storm screening. Construction will take place at the police substation located at 220 West Defee Street. Installation of the building screening will protect against wind and wind-borne debris and ensure continuous operation of the police station.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 2.1
FUNDING	$5,197,849.00
FUNDING YEAR	2011

Grantee shall construct a new influent lift station out of the 100-yr floodplain to replace the existing influent lift station located across the street at the existing wastewater treatment plant. Work shall include new sewer lines, force mains, manholes, eight-hundred kilowatt to one-thousand two-hundred Kilowatt (800 kW to 1200 kW) generator with enclosure, transfer switch, electrical building, SCADA, paved access road, fencing and other appurtenances, demolition of existing sewers and manholes, and modifications and connections to the existing wastewater treatment plant. The improvements will ensure continuous operation of the wastewater treatment plant and uninterrupted sewage treatment.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 2.2
FUNDING	$16,102,898.00
FUNDING YEAR	2012

Grantee shall purchase and install four (4) permanently-affixed generators ranging in size from fifty to three hundred kilowatts (50 kW- 300 kW) with transfer switch, pad and associated appurtenances, and three (3) pumps with piping required for connection that will be located adjacent to the existing lift stations. Grantee shall also purchase and install a SCADA communication system to monitor the Wastewater Treatment Plant (WWTP) and the seven (7) wastewater lift stations. Grantee shall elevate existing WWTP components and appurtenances currently within floodplain to elevations above floodplain. Proposed improvements will allow the City to provide continuous monitoring of the wastewater system and uninterrupted sewage treatment.

COMMUNITY:	CITY OF BEAUMONT
FUNDING TYPE:	CDBG-DR (INFRASTRUCTURE)
TOTAL FUNDING:	$62,126,388.00
PROJECT MANAGER:	PATRICK K. WILTSHIRE; NICHOLAS HOUSTON
PERFORMANCE PERIOD:	2008 – 2017
REFERENCE:	KYLE HAYES, CITY MANAGER KHAYES@BEAUMONTTEXAS.GOV 409.880.3770

FUNDING TYPE	DISASTER RECOVERY - HMGP
FUNDING	$25,616,178.00
FUNDING YEAR	2006

Obtained funds and currently providing planning and management services for a Hurricane Rita Disaster Recovery flood mitigation project. Drainage will be improved along Calder Street.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$4,340,674.00
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery. The City will install approximately 41,000 square yards of steel sheet piling, 75 cubic yards of concrete pile cap, and 1,200 cubic yards of select backfill for river bank stabilization. Construction will take place along the west bank of the Neches River at Riverfront Park in downtown Beaumont. The City will excavate and remove the existing storm sewer system and install approximately 240 linear feet (7 ft. X 3 ft.) cast-in-place box culvert and 344 linear feet (7 ft. X 3 ft.) precast box culvert and install 3,370 linear feet of (24 in. - 36 in.) diameter storm sewer pipe, (8) concrete junction boxes, (12) curb inlets, install other related appurtenances and perform site work. The city will remove and rebuild neighborhood roads impacted by the storm sewer installation using approximately 2,812 square yards of concrete pavement, install striping, and perform site work associated with construction.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 2.1
FUNDING	$13,716,254.00
FUNDING YEAR	2011

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery. The City will install additional storm sewer boxes and pipes and connect them to the existing system. These interconnects will allow for the re-direction of flow to the Neches River and relieve the current outfall, and allow for the interconnect of the three main sub areas. The existing asphalt roads and ditches will be reconstructed to a concrete road with curb and gutter, including a new storm sewer system. In addition, Grantee shall install new a storm sewer system, including concrete box culverts at major road crossings, headwalls, storm sewer pipe, manholes, inlets, adjust manholes and inlets, cement stabilized backfill, and perform excavation. Roadway items include dense graded hot mix asphalt for roadway transitions, concrete paving six inches in depth with curb and gutter, cement stabilized backfill, driveways (repair), sidewalks, removing stabilized base and asphalt, signing, and pavement markings. Other miscellaneous items include preparing right of way, removing concrete and concrete structures, sodding for erosion control, excavation for structures, railroad crossing repair, utility repair, upgrade and relocation, and performing site work associated with construction.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 2.2
FUNDING	$18,453,282.00
FUNDING YEAR	2012

Obtained funds and currently providing planning and management services for Hurricane Ike Disaster Recovery. The City will: install/construct flood and drainage improvements in the Northeast and Southwest portion of the City; install/construct fire protection facilities in the Northwest portion of the City; and, install/construct public health facilities in the South Central portion of the City.

Avenue A:

The project will consist of approximately 9,500 Linear Feet of remove the existing three-lane roadway and construct a new curb and gutter roadway to its original width with ADA compliant sidewalks. Work includes: constructing stabilized subgrade, base, and concrete surface; construct curb and gutter, sidewalks with ADA compliant ramps, concrete island(s), driveways, roadside protection. Drainage work includes installing a new storm sewer system, inlets, manholes, headwalls, concrete lined ditches, construct erosion control features, and install other associated appurtenances. The City will also make water and sewer line improvements including replacement of existing lines, sanitary sewer line replacement via pipe burstings, adjust manholes, install new fire hydrant assemblies.

Magnolia Avenue:

The project will consist of approximately 3,500 Linear Feet of remove the existing four-lane roadway and construct a new curb and gutter roadway to its original width with ADA compliant sidewalks. Work includes constructing stabilized subgrade, base, and concrete surface; construct curb and gutter, sidewalks with ADA compliant ramps, driveways, roadside protection. Drainage work includes installing a new storm sewer system, inlets, manholes, construct erosion control features, and install other associated appurtenances. The City shall also make water and sewer line improvements including replacement of existing lines, sanitary sewer line replacement via pipe burstings, adjust manholes, install new fire hydrant assemblies, and install other associated appurtenances.

Fire Station No. 2:

Grantee shall construct a new fire station. The new facility will include a reinforced concrete slab; garage bay and doors designed for modern emergency services and equipment, and vehicle exhaust system; tower and related training equipment; porch; plumbing system; electrical system including site lighting; telecommunications system and alarm system; heating, ventilating and air conditioning (energy star-HVAC) system; fire personnel kitchen and restroom facilities with showers; sleeping quarters; interior finish out; perimeter security fence and operable gates; detached onsite lawn equipment storage building; provide other associated appurtenances; and perform site work associated with construction. Grantee shall also purchase and install a permanently-affixed generator ranging in size from 100 kW - 300 kW with transfer switch and pad.

Beaumont Public Health Facility:

Grantee shall demolish the existing structure on new site and construct an approximately 23,000 - 27,000 s.f public health complex on land owned by the City and adjacent to a medical hospital complex. Work includes construction of a new building including site utilities; parking lot and driveways; plumbing system; electrical system including site lighting; telecommunications and alarm system; heating, ventilating and air conditioning (energy star-HVAC) system; ADA compliant restroom facilities with and without showers; interior finish out; perimeter fence; detached vehicle bays for emergency service vehicles; other associated appurtenances; and perform site work associated with construction. Grantee shall also purchase and install one permanently-affixed generator ranging in size from 250 kW - 500 kW with transfer switch and pad.

COMMUNITY	CITY OF BEVIL OAKS
FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) AND OTHER
TOTAL FUNDING	$1,260,292.00
PROJECT MANAGER	NICHOLAS HOUSTON

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$760,292.00
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery. The City will install 500 square yards of base material, 300 tons of hot mix asphalt concrete, and 20,000 square yards of seal coat to restore the city's roads. The City will construct a 3,500 square feet metal exterior building with 540 square yards of reinforced concrete slab for a fully functional Fire Protection Facility. The City will also install 740 square yards of six-inch cement stabilized base and 200 tons of two-inch TY-D hot mix asphalt concrete pavement for parking lot.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 2.2
FUNDING	$500,000.00
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery for sewer system improvements. Grantee shall purchase and install approximately six-thousand six-hundred and sixty seven linear feet (6,667 LF) of eight-inch to ten-inch (8 in. - 10 in.) sanitary sewer pipe installed by pipe bursting, remove and replace manholes, perform restoration and reconnection of service lines, bypass pumping, construct point repairs, and perform other site work associated with construction. Proposed improvements will reduce storm water I/I into the sewer system ensuring proper operation of the wastewater system and uninterrupted sewage treatment.

COMMUNITY	CHAMBERS COUNTY
FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) AND OTHER
TOTAL FUNDING	$49,384,901.63
PROJECT MANAGER	NICHOLAS HOUSTON, PATRICK WILTSHIRE
PERFORMANCE PERIOD	2008- PRESENT
REFERENCE	JIMMY SYLVIA, COUNTY JUDGE 409.267.2440

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$36,480,513.00
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery.

Water Facilities

Lake Anahuac East Levee

County will install approximately (213,000 c.y.) of embankment and fill (20,000 s.y.) of levee slope armoring, four thousand three hundred fifty tons (4,350 ton) of limestone base, thirty-five acres (35 ac.) of seeding and perform site work associated with construction. Construction shall take place on the east shore of Lake Anahuac in Chambers County, Texas. Proposed improvements will increase the capacity of the levee and reduce flooding.

Double Bayou Flume Replacement

County will demolish one (1) existing flume and install one (1) steel arch superstructure, approximately 100 c.y of structural concrete, 150 s.y. of concrete lining, 100 l.f. of aluminum structural plate flume, excavate 3,990 c.y. of embankment, and perform site work associated with construction. Construction will take place at the flume over Double Bayou in Chambers County, Texas. Proposed improvements will repair the existing flume and ensure continuous water service.

Oak Island Storage Tank

County will install approximately 7,800 l.f. of 8-inch water line, approximately 200 l.f of 8-inch water line by bore, and (4) fire hydrants with gate valves. Construction shall take place along West Bayshore Road and along Eagle Road in the community of Oak Island, Texas. Installation of the improvements will ensure uninterrupted water service.

Oak Island Water System

County will install approximately 7,800 linear feet of 8-inch water line, approximately 200 linear feet of 8-inch water line by bore, and (4) fire hydrants with gate valves. Construction shall take place along West Bayshore Road and along Eagle Road in the community of Oak Island, Texas. Installation of the improvements will ensure uninterrupted water service.

City of Smith Point

County will install a 60,000 gallon ground storage tank, (2) high service pumps, yard and header piping, pump and electrical systems, and related appurtenances for the ground storage tank facility. County will remove and replace approximately 5,500 l.f of 6-inch diameter water line, install 10,000 l.f. of 6-inch diameter water line, and install approximately (35) service connections. Construction shall take place at several locations in Smith Point, Texas. Installation of the ground storage tank and water line will ensure continuous water service.

Sewer Facilities

City of Smith Point

County will install approximately 22,500 linear feet of 2-inch to 3-inch diameter sanitary sewer line and related appurtenances, (155) grinder pumps, abandon (155) septic tanks, rebuild (155) electrical systems for grinder pump installation, place 19,375 linear feet of (1-1/2 in.) service line, (155) service tap connections, and other related appurtenances. Construction shall take place at several locations in Smith Point, Texas. Installation of the sanitary sewer lines and grinder pumps will ensure the continuous operation of the wastewater system and provide uninterrupted sewage treatment.

Street Improvements

Smith Point Road

County will repair approximately 4,880 linear feet of road, including 10,758 square yards of base work, and 10,758 square yards of Hot Mix Asphalt Concrete (HMAC). Contractor shall rework 8-inches of Type B base and 2-inches of HMAC. Construction will take place on Smith Point Road from Plummer Camp to the end of Smith Point Road in Chambers County, Texas. The repairs will improve transportation and ensure the function of the road.

Main Street (Oak Island)

County will repair approximately 1,505 linear feet of road, including 3,267 square yards of base work, and 3,267 square yards of HMAC. Contractor will rework 8-inches of Type B base and 2-inches of HMAC. Construction will take place on Main Street from West Bayshore to Jackson in Chambers County, Texas. The repairs will improve transportation and ensure the function of the road.

West Bayshore Road

County will repair approximately 20,760 linear feet of road, including 51,223 square yards of base work, 51,223 square yards of HMAC. Contractor will rework 8-inches of Type B base and 2-inches of HMAC. Construction will take place on West Bayshore Road from Eagle Road to Locke Road in Chambers County, Texas. The repairs will improve transportation and ensure the function of the road.

Eagle Road

County will repair approximately 24,000 linear feet of road, including 48,875 square yards of base work, and 58,644 square yards of HMAC. Contractor will rework 8-inches of Type B base and 2-inches of HMAC. Construction will take place on Eagle Road from FM 2936 to Oak Island in Chambers County, Texas. The repairs will improve transportation and ensure the function of the road.

Bayside Drive

County will repair approximately 1,600 linear feet of road, including 4,267 square yards of base work, and 4,267 square yards of HMAC. Contractor will rework 8-inches of Type B base and 2-inches of HMAC. Construction will take place on Bayside Drive from end to end in Chambers County, Texas. The repairs will improve transportation and ensure the function of the road.

Cedar Point Road

County will repair approximately 1,200 linear feet of road, including 3,200 square yards of base work, and 3,200 square yards of HMAC. Contractor will rework 8-inches of Type B base and 2-inches of HMAC. Construction will take place on Cedar Point Road from the bend in the road to Bayside Drive in Chambers County, Texas. The repairs will improve transportation and ensure the function of the road.

Flood and Drainage Facilities

Mayhaw Ditch

County will remove and replace (2) road crossing culverts, clear and grub approximately 16 acres of channel, excavate approximately 47,500 cubic yards of channel, and seed approximately 16 acres of channel. Construction will take place in the Mayhaw Ditch located in the Winnie Stowell area of Chambers County. Proposed improvements will increase the capacity of the ditch and reduce flooding.

Cotton Bayou – FM 565 to Cotton Lake

County will clear and grub approximately 15 acres of channel, excavate approximately 14,820 cubic yards of channel, and seed approximately 15 acres of channel. Construction will take place in Cotton Bayou from FM 565 to Cotton Lake southwest of Cove, Texas. Proposed improvements will increase the capacity of the bayou and reduce flooding.

Cotton Bayou – I-10 to FM 565

County will clear and grub approximately 14 acres of channel, excavate approximately 13,900 cubic yards of channel, and seed approximately 14 acres of channel. Construction will take place in Cotton Bayou from IH-10 to FM 565 west of Cove, Texas. Proposed improvements will increase the capacity of the bayou and reduce flooding.

Hackberry Gully – FM 3180 to FM 565

County will clear and grub approximately 5 acres of channel, excavate approximately 5,000 cubic yards of channel, and seed approximately 5 acres of channel. Construction will take place in Hackberry Gully from FM 3180 to FM 565 west of Cove, Texas. Proposed improvements will increase the capacity of the bayou and reduce flooding.

Hackberry Gully – FM 565 to Cotton Bayou

County will clear and grub approximately 6 acres of channel, excavate approximately 6,480 cubic yards of channel, and seed approximately 6 acres of channel. Construction will take place in Hackberry Gully from FM 565 to Cotton Bayou west of Cove, Texas. Proposed improvements will increase the capacity of the bayou and reduce flooding.

Hackberry Gully – IH-10 to FM 3180

County will clear and grub approximately 15 acres of channel, excavate approximately 14,820 cubic yards of channel, and seed approximately 15 acres of channel. Construction will take place in Hackberry Gully from IH-10 to FM 3180 west of Cove, Texas. Proposed improvements will increase the capacity of the bayou and reduce flooding.

Frazier Gully

County will clear and grub approximately 5 acres of channel, excavate approximately 10,400 cubic yards of channel, and seed approximately 5 acres of channel. Construction will take place in Frazier Gully from FM 2354 to Trinity Bay in Beach City, Texas. Proposed improvements will increase the capacity of the gully and reduce flooding.

Horsepen Gully

County will clear and grub approximately 14 acres of channel, excavate approximately 30,370 cubic yards of channel, and seed approximately 14 acres of channel. Construction will take place in Horsepen Gully in Baytown, Texas. Proposed improvements will increase the capacity of the gully and reduce flooding.

Point Barrow Gully

County will clear and grub approximately 9 acres of channel, excavate approximately 9,820 cubic yards of channel, and seed 9 acres of channel. Construction will take place in Point Barrow Gully from McCollum Park Road to Trinity Bay in Beach City, Texas. Proposed improvements will increase the capacity of the gully and reduce flooding.

Spring Branch Gully

County will clear and grub approximately 11 acres of channel, excavate approximately 5,620 cubic yards of channel, and seed approximately 11 acres of channel. Construction shall take place in Spring Branch Gully from Gou Hole Road to Cotton Lake south of Cove, Texas. Proposed improvements will increase the capacity of the gully and reduce flooding.

Bayridge Outfall

County will clear and grub approximately one half acre of channel, excavate approximately 5,185 cubic yards of channel, and seed approximately one half acre of channel. The County will install approximately 250 linear feet of (36 in.) diameter pipe culvert. Construction will take place in the Bayridge Subdivision in Beach City, Texas. Proposed improvements will increase the capacity of the drainage infrastructure and reduce flooding.

Cognata Ditch

County will clear and grub approximately one acre of channel, excavate approximately 5,555 cubic yards of channel, seed approximately one acre of channel, and place approximately 1,390 square yards of concrete lining. Construction will take place in Cognata Ditch in Beach City, Texas. Proposed improvements will increase the capacity of the drainage infrastructure and reduce flooding.

McAdams Ditch

County will perform 95,000 cubic yards of channel improvements and install (1) culvert crossing across FM 565. Construction will take place in McAdams Ditch in Chambers County, southwest of Cove, Texas. Proposed improvements will increase the capacity of the drainage infrastructure and reduce flooding.

Saw Pit Gully

County will perform 40,000 cubic yards of channel improvements, one detention pond modification, and install (1) culvert crossing across West Bay Exit Road. Construction will take place in Saw Pit Gully in Baytown, Texas. Proposed improvements will increase the capacity of the existing drainage infrastructure system and reduce flooding.

City of Cove Tributary

County will perform approximately 19,400 cubic yards of channel improvements, one detention pond modification, install (1) culvert crossing. Construction will take place in City of Cove Tributary in Cove, Texas. Proposed improvements will increase the capacity of the existing drainage infrastructure and reduce flooding.

Neighborhood Facilities / Community Centers

West Side Shelter

County installed (1) 200 kW permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances. County constructed a concrete pad for generator mounting and perform site work associated with construction. County installed (1) metal building, construct foundation and footings, install plumbing systems, electrical systems, energy star heating, ventilating, and air conditioning (HVAC) system, on-site sewer facility, and perform site work associated with construction. Construction took place near FM 565 and Highway 99, on the west side of Chambers County. Proposed improvements will ensure an adequate shelter of last resort and for post event victims.

Whites Park Shelter

County installed (1) metal building including foundation and footings, with necessary plumbing systems, electrical systems, energy star-HVAC system, ADA compliant kitchen and restroom facilities, and perform site work associated with construction. Construction took place at 225 Whites Park Road in Anahuac, Texas. Improvements will ensure an adequate shelter of last resort and for post event victims.

Winnie Shelter

County will install (1) metal building including foundation and footings, plumbing systems, electrical systems, energy star-HVAC system, ADA compliant kitchen and restroom facilities, and perform site work associated with construction. Construction will take place at 335 South Park Street in Winnie, Texas. Proposed improvements will ensure hospital service.

Fire Protection Facilities and Equipment

Cove City

County will install one 200 kW permanently-affixed, natural or LP gas-fueled generator with automatic transfer switch and associated appurtenances. County will construct a concrete pad for generator mounting and perform site work associated with construction. Construction will take place at the fire station located at 5735 FM 565 in Cove, Texas. Installation of the backup generator will ensure the continuous operation of the fire station.

Beach City

County will install one 200 kW permanently-affixed, diesel or LP gas-fueled generator with automatic transfer switch and associated appurtenances. County will construct a concrete pad for generator mounting and perform site work associated with construction. County will install tiled shower facilities Construction will take place at the fire station located at 12723 FM 2354 in Beach City, Texas. Installation of the backup generator will ensure the continuous operation of the fire station.

Specially Authorized Public Facilities and Improvement

Winnie Hospital

County will install a new metal sloping roof and ground mounted air conditioning units and replace the existing oxygen system with a ground mounted centralized oxygen storage tank and associated appurtenances including mounting pads and underground piping. Construction will take place at the

Winnie Hospital located at 538 Broadway in Winnie, Texas. The improvements to the hospital will ensure adequate medical care and continuous operation of the hospital.

Chambers County Public Hospital District No. 1- Bayside Clinic

County will construct a 14,500 square foot clinic facility. County will purchase and install all furnishings and equipment necessary to provide primary care and mental health services. County will install (1) 500 kW permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances. County will construct a concrete pad for generator mounting and perform site work associated with construction. Construction will take place at 621 South Ross Sterling St. in Anahuac, Texas. The new clinic and backup generator will ensure continuous medical care.

FUNDING TYPE	GLO CDBG-DR (HOUSING) ROUND 1
FUNDING	$10,884,006.63
FUNDING YEAR	2008

Obtained funds and currently providing management, work write-up and inspection services for an owner-occupied housing rehabilitation/reconstruction program. Approximately one-hundred nine (109) houses will be completely rehabilitated or reconstructed to meet HUD and GLO minimum construction standards.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 2.1
FUNDING	$1,795,382.00
FUNDING YEAR	2010

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery.

Mayhaw Bayou

Grantee shall make ditch improvements along Mayhaw Bayou ditch and shall remove and replace crossings with: Pear Avenue, 5th Street, Elm Street, 3rd Street, 2nd Street, and Chestnut Street. Grantee shall remove and replace existing culvert crossings ranging in size from thirty-six inches double barreled to sixty inches double barreled (36 in. – 60 in.), perform ditch excavation including clearing and grubbing and shall install ditch concrete lining. Work shall also include utility relocation/lowering, road repairs and other site work associated with construction. Proposed improvements will significantly increase the capacity of the storm sewer system and reduce flooding.

FUNDING TYPE	CDBG-DR - HURRICANE RITA
FUNDING	$225,000.00
FUNDING YEAR	2006

Obtained funds and currently providing planning and management services for a Hurricane Rita Disaster Recovery project. Generators will be installed to essential County buildings for use during major storms and other disasters.

COMMUNITY	City of Clear Lake Shores
FUNDING TYPE	CDBG-DR (Infrastructure)
TOTAL FUNDING	$1,971,231.00
PROJECT MANAGER	Patrick K. Wiltshire
PERFORMANCE PERIOD	2009 - 2014

FUNDING TYPE	CDBG-DR (Infrastructure) Round 1
FUNDING	$1,393,934.00
FUNDING YEAR	2008

The City improved streets to provide adequate drainage and ensure the function of the roads. The City provided flood and drainage improvements in several locations, which increased capacity of the storm sewer system.

FUNDING TYPE	CDBG-DR (Infrastructure) Round 2.2
FUNDING	$577,297.00
FUNDING YEAR	2013

Obtained funds and currently providing planning and management services for Hurricane Ike Disaster Recovery. The City constructed street and drainage improvements on the west portion of the City of Clear Lake Shores to address public health, safety and emergency access issues caused by the storm. The project consisted of the installation of approximately 3,290 Linear Feet of street improvements including drainage pipe and drainage inlets.

COMMUNITY	City of Cleveland
FUNDING TYPE	CDBG-DR (Infrastructure) and HMGP
TOTAL FUNDING	$4,219,376.00
PROJECT MANAGER	Nicholas Houston
PERFORMANCE PERIOD	2004-2008
REFERENCE	Kelly McDonald, City Manager 281.592.2667

FUNDING TYPE	CDBG-DR (Infrastructure) Round 1
FUNDING	$1,917,110.00
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery. A 25kW natural gas powered generator to include a propane backup tank in case of natural gas failure will be installed at the 108 West Hanson Street fire station. A 100kW natural gas powered generator to include a propane backup tank in case of natural gas failure will be installed at the 205 Boothe Street fire station. The City will install 175kW and 150kW diesel fueled generators at the wastewater treatment plants. The City will conduct flood and drainage improvements with installation of 675 linear feet of box culverts, to increase the capacity of storm sewer and reduce flooding.

FUNDING TYPE	DISASTER RECOVERY - HMGP
FUNDING	$372,450.00
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery generator project, to install a 25kW natural gas powered generator to include a propane backup tank in case of natural gas failure. The unit will be elevated so as to meet FEMA elevation requirements. The unit will power all lights, refrigeration, and air conditioning for essential personnel needed, following an emergency situation, security, and fire protection.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 2.2
FUNDING	$1,229,816.00
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery for Glen Park Drainage Improvements. Grantee shall clear and grub, re-grade, and reshape existing residential roadside ditches. In addition, Grantee shall add new culverts at street crossings, repave areas of road that are trenched through, and perform site work associated with construction. Grantee shall also perform site clearing and construct new trapezoidal drainage channels to convey storm water through the city and into the existing ditch system along State Highway 105. Proposed improvements will ensure proper conveyance of storm water away from residences and reduce flooding.

FUNDING TYPE	DISASTER RECOVERY - OTHER
FUNDING	$350,000.00
FUNDING YEAR	2007

Obtained funds and provided planning and management services for an October, 2006 severe storms flood mitigation project. Drainage was improved in the in the City Hall, Civic Center, Senior Citizens Center, Law Enforcement Center, Stancil Park area of town.

FUNDING TYPE	CDBG-DR - HURRICANE RITA
FUNDING	$350,000.00
FUNDING YEAR	2006

Obtained funds and provided planning and management services for a Hurricane Rita Disaster Recovery flood mitigation project. Drainage was improved in the in the City Hall, Civic Center, Senior Citizens Center, Law Enforcement Center, Stancil Park area of town.

COMMUNITY	City of Conroe
FUNDING TYPE	CDBG-DR (Infrastructure) Round 2.2
TOTAL FUNDING	$487,670.00
PROJECT MANAGER	Nicholas Houston
PERFORMANCE PERIOD	2013-2016
REFERENCE	Nancy Mikeska, Community Development Director nmikeska@cityofconroe.org 936.522.3000

FUNDING TYPE	CDBG-DR (Infrastructure) Round 2.2
FUNDING	$487,670.00
FUNDING YEAR	2013

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery for lift station generators. Grantee shall purchase and install twelve (12) permanently-affixed generators ranging in size from sixty to one hundred fifty kilowatts (60 kW-150 kW), each with transfer switch, pad, associated appurtenances, and perform site work associated with construction. Installation of the backup generators will ensure continuous operation of the lift stations and uninterrupted sewage treatment.

COMMUNITY	City of Dayton
FUNDING TYPE	CDBG-DR (Infrastructure)
TOTAL FUNDING	$3,304,084.00
PROJECT MANAGER	Nicholas Houston
PERFORMANCE PERIOD	2010 – Present

FUNDING TYPE	CDBG-DR (Infrastructure) Round 2.1
FUNDING	$1,439,156.00
FUNDING YEAR	2010

Obtained funds and provided planning and management services for a Hurricane Ike Disaster Recovery. The City will install 200 linear feet of jack and bore box culverts and 2,850 linear feet of hydro-mulching along US 90 from South Cleveland Street to Waco Street.

Dayton Lakes Water Lines

The County will install approximately 2,500 linear feet of four-inch PVC water line at Lavaca Street, Big Bass Drive, Big Beaver Drive and River Road.

Street Improvements

The County will refurbish and redirect a county road away from an encroaching river by constructing a new road. The County will conduct 5,600 square yards of earthwork and sub-grade preparation, and 5,600 square yards of new paving with ditches. The County will refurbish 4,300 square yards of existing roadway approaches and perform site work associated with the construction. Construction will take place on County Road 2331 from the City of Dayton Lakes entrance.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 2.2
FUNDING	$799,445.00
FUNDING YEAR	2013

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery.

Water Lines - Fire Protection

Grantee shall purchase and install 6-inch water distribution lines, fire hydrants and tie into the existing water line main. Proposed improvements will address affected system by allowing water to flow more effectively through piping network which will enhance the ability to fight fires throughout the City.

Generators

Grantee shall purchase and install one (1) permanently-affixed generator ranging in size from twenty kilowatt to seventy-five kilowatt (20 kW - 75 kW) and one (1) permanently-affixed generator ranging in size from seventy-five kilowatt to two hundred (75 KW - 200 KW) with transfer switch, pad, associated appurtenances and perform site work associated with construction. Installation of the backup generator will ensure continuous operation of the lift stations and uninterrupted sewage treatment.

FUNDING TYPE	HMGP DISASTER RECOVERY - HURRICANE RITA
FUNDING	$715,483.00
FUNDING YEARS	2006-2007

Obtained funds and provided planning and management services for a Hurricane Rita Disaster Recovery flood mitigation project. Drainage was improved in the Sawmill Road/Waco Street/ U. S. Highway 90 area.

FUNDING TYPE	DISASTER RECOVERY - OTHER
FUNDING	$350,000.00
FUNDING YEAR	2000

Obtained funds and provided management and housing rehabilitation services for a housing rehabilitation and replacement program. These funds were given due to a storm disaster, which damaged several homes and one business. The City rehabilitated 7 houses and 1 business and replaced 1 house with manufactured housing. The City also corrected some drainage problem areas to mitigate future flood damage.

COMMUNITY	CITY OF DEER PARK
FUNDING TYPE	CDBG-DR (INFRASTRUCTURE)
TOTAL FUNDING	$2,081,811.00
PROJECT MANAGER	PATRICK K. WILTSHIRE
PERFORMANCE PERIOD	2008-2011

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$2,081,811.00
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery. The City will install one 350kW permanently-affixed, natural gas-fueled generator with automatic transfer switch at the water well located at 1438 Pasadena Boulevard, Pasadena, Texas. The City will install one 1,000kW permanently-affixed, natural gas-fueled generator with automatic transfer switch located at the wastewater treatment plant located at 526 East 2nd Street, Deer Park, Texas. The City will install one 350kW permanently-affixed, natural gas-fueled generator with automatic transfer switch at the city's community center located at 610 San Augustine Street, Deer Park, Texas.

COMMUNITY	CITY OF DEVERS
FUNDING TYPE	CDBG-DR (INFRASTRUCTURE)
TOTAL FUNDING	$160,679.00
PROJECT MANAGER	NICHOLAS HOUSTON, JOY RICE
PERFORMANCE PERIOD	2008-2011
REFERENCE	JON FLOREZ FLOREZJON@YAHOO.COM 936.549.7474

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$77,679.00
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery. The City will install two clarifiers and five grinder pumps at the wastewater treatment plant located on Chism Street.

FUNDING TYPE	DISASTER RECOVERY - HURRICANE RITA
FUNDING	$83,000.00
FUNDING YEAR	2008

Obtained funds and provided planning and management services for a Hurricane Rita Disaster Recovery generator project. A generator will be installed at the City's sewer plant.

COMMUNITY	City of Daisetta
FUNDING TYPE	CDBG-DR (Infrastructure)
TOTAL FUNDING	$190,314.00
PROJECT MANAGER	Nicholas Houston
PERFORMANCE PERIOD	2013 – Present

FUNDING TYPE	CDBG-DR (Infrastructure) Round 2.2
FUNDING	$190,314.00
FUNDING YEAR	2013

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery for lift station generators. Grantee shall purchase and install three (3) permanently-affixed generators ranging in size from thirty to forty-five kilowatts (30 kW - 45 kW) with associated appurtenances, construct concrete pads, and perform site work associated with construction. Installation of the backup generators will ensure continuous operation of the lift stations and uninterrupted sewage treatment.

COMMUNITY	City of Dickinson
FUNDING TYPE	CDBG-DR (Infrastructure)
TOTAL FUNDING	$21,103,564.03
PROJECT MANAGER	Patrick K. Wiltshire
PERFORMANCE PERIOD	2009 – Present
REFERENCE	Stephanie Russell, Assistant City Manager/CFO srussell@ci.dickinson.tx.us 281.337.8839

FUNDING TYPE	CDBG-DR (Infrastructure) Round 1
FUNDING	$3,122,609.41
FUNDING YEAR	2008

The City installed four diesel fueled generators. A 400 KW located at Ecret Pump Station, 125kW located at Water Well No. 7, 140kW located at Lobit Water Plant and 350kW located at Water Well No.8. The City installed a 1,000kW diesel fueled generator at the wastewater treatment plant located on Nebraska Street. The City conducted flood and drainage improvements, the repair provides adequate transportation and ensure the function of the road.

FUNDING TYPE	CDBG-DR (Infrastructure) Round 2.1
FUNDING	$4,301,405.00
FUNDING YEAR	2011

The City rehabilitated approximately 11,176 linear feet of eight inch (8") sanitary sewer line by pipe-bursting and approximately 1,500 linear feet of twenty-one inch (21") sanitary sewer by cured in place lining, along with manhole rehabilitation, service connections, incidental flood and drainage improvements, and incidental pavement and driveway repairs. The City also installed three individual diesel operating pumps ranging in size from 500 gpm to 700 gpm at three individual elevated lift stations, installed a generator with transfer switch ranging in size from 75 to 150 kilowatts on one individual elevated lift station where additional site work and electrical upgrades on each were performed. The City also installed a new storm sewer system utilizing sewer pipe ranging in size from eighteen inches to twenty-four inches (18" – 24"), while conducting associated site work of demolition, utility relocation, roadway construction, re-grading of roadside ditches, repairs to road and driveway culverts and storm sewer inlets.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 2.2
FUNDING	$13,679,549.62
FUNDING YEAR	2013

Water improvements were made with the installation of one water well ranging in size from seven hundred fifty to one thousand gallons per minute (750 gpm - 1,000 gpm); sewer improvements with the installation of a sanitary sewer force main and gravity line covering approximately 15,501 linear feet; and flood and drainage improvements with the reconstruction of existing streets and drainage systems covering approximately 20,355 linear feet, all with associated appurtenances and site work performance associated with construction.

COMMUNITY	CITY OF HARDIN
FUNDING TYPE	CDBG-DR (INFRASTRUCTURE)
TOTAL FUNDING	$261,229.00
PROJECT MANAGER	NICHOLAS HOUSTON
FUNDING YEAR	2008
REFERENCE	LANA WEBB, CITY SECRETARY CITYOFHARDIN@TELESHARE.NET 903.433.5185

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$140,981.00
FUNDING YEAR	2008

Obtained funds and provided planning and management services for a Hurricane Ike Disaster Recovery. The City will install 80kW diesel fueled generator at the lift station located at 585 John Daniel Road. The City will install 30kW diesel fueled generator at the lift station located at 460 County Road 2003.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 2.2
FUNDING	$120,248.00
FUNDING YEAR	2013

Obtained funds and provided planning and management services for a Hurricane Ike Disaster Recovery for City Sewer Generators. Grantee shall purchase and install one (1) permanently-affixed generators ranging in size from thirty-five to eighty kilowatts (35 kW to 80 kW), with transfer switch, fuel tank, associated appurtenances, and perform site work associated with construction. Grantee shall also expand existing concrete slab, install fence and gate, extend existing culvert, and widen existing gravel driveway. Installation of the backup generators will ensure continuous operation of the wastewater lift station and uninterrupted sewage treatment and flow.

COMMUNITY	CITY OF KEMAH
FUNDING TYPE	CDBG-DR (INFRASTRUCTURE)
TOTAL FUNDING	$3,874,979.57
PROJECT MANAGER	PATRICK K. WILTSHIRE
PERFORMANCE PERIOD	2009 – 2016
REFERENCE	NICK HABY, DIRECTOR OF COMMUNITY SERVICES NHABY@KEMAH-TX.COM 281.334.1611

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$2,015,294.00
FUNDING YEAR	2008

The City repaired 1,100 linear feet of potted base areas on Harris Avenue and 4,000 linear feet on Kipp Avenue. The repairs will improve transportation and ensure the function of the road. The City will construct a new pump station with raised platform and electrical controls near the intersection of 2nd Street and Texas Avenue. Construction of a new pump station will reduce flooding in the Kemah Boardwalk commercial area.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 2.2
FUNDING	$1,859,685.57
FUNDING YEAR	2013

The City constructed street and drainage improvements on the west portion of the City of Kemah to address public health, safety and emergency access issues caused by the storm. The project will consist of the installation of approximately 10,110 Linear Feet of street improvements including culvert repair/replacement and debris removal.

COMMUNITY	City of La Marque
FUNDING TYPE	CDBG-DR (Infrastructure)
TOTAL FUNDING	$9,894,001.00
PROJECT MANAGER	Patrick K. Wiltshire
PERFORMANCE PERIOD	2009 – Present
REFERENCE:	Les Rumburg, Development Services Director L.Rumburg@cityoflamarque.org 409.938.9287

FUNDING TYPE	CDBG-DR (Infrastructure) Round 1
FUNDING	$3,279,797.00
FUNDING YEAR	2008

The City installed a backflow prevention device at the inter-city location, upgrade the existing water well with 1,000,000 gallon ground storage tank, 250 kW diesel fueled generator at the Magnolia Water Well. The City installed 1,000 GPM water well and backflow prevention device, 250kW diesel fueled generator on west side of Highway. The City installed two 250kW natural gas/propane dual-fueled generators at the La Marque Sewer Treatment Facility. The City installed 150 kW natural gas/propane dual-fueled generators at the fire station located on Bayou Road.

FUNDING TYPE	CDBG-DR (Infrastructure) Round 2.1
FUNDING	$1,405,822.60
FUNDING YEAR	2010

The City installed approximately 6,800 l.f. of 12” water line while performing site work associated with construction incidental to the services needed for water service. The City also installed approximately 7,867 l.f. of 24” to 36” sanitary sewer line, with the replacement and repair of eighteen manholes while performing site work associated with the rehabilitation of associated sewer facilities.

FUNDING TYPE	CDBG-DR (Infrastructure) Round 2.2
FUNDING	$5,208,381.40
FUNDING YEAR	2013

Water improvements were made with the installation of one permanently-affixed generator ranging in size from 300 to 400 kilowatts with a transfer switch and pad, one 500,000 gallon water storage tank, and booster pumps; sewer rehabilitation with the installation of sanitary sewer pipe ranging in size from six inches to thirty-six inches by replacement or pipe bursting, along with the installation and replacement of manholes, service reconnections all covering approximately 16,785 linear feet; and street improvements with the reconstruction of existing streets covering approximately 3,500 linear feet, all with associated appurtenances and site work performance associated with construction.

COMMUNITY	City of Liberty
FUNDING TYPE	CDBG-DR (Infrastructure) and Other
TOTAL FUNDING	$3,933,041.00
PROJECT MANAGER	Joy Rice, Nicholas Houston, Patrick Wiltshire
PERFORMANCE PERIOD	2008-2015
REFERENCE	TOM WARNER, CITY MANAGER TWARNER@CITYOFLIBERTY.ORG 936.336.3684

FUNDING TYPE	CDBG-DR (Infrastructure) Round 1
FUNDING	$2,025,000.00
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery. The City plans to install permanent diesel generators at two water plants (350kW at each plant), the wastewater treatment plant (900kW) and three wastewater lift stations (125kW at each station). SCADA systems will be installed in the water and wastewater utilities allowing an integrated and coordinated system operation by establishing electronic communication among system units. Finally, in the City-owned electric utility a substantial number of electric utility poles were damaged beyond repair during Hurricane Ike. These poles will be replaced.

FUNDING TYPE	CDBG-DR (Infrastructure) Round 2.2
FUNDING	$1,166,821.00
FUNDING YEAR	2010

Obtained funds and provided planning and management services for a Hurricane Ike Disaster Recovery project. The City constructed a new police station.

FUNDING TYPE	Disaster Recovery - other
FUNDING	$741,220.00
FUNDING YEAR	2008

Obtained funds and provided management and housing rehabilitation services for a housing rehabilitation and replacement program. These funds were given due to a storm disaster, which damaged several homes. The City rehabilitated 16 houses and replaced 2 houses with manufactured housing.

Amount of grant: $350,000.00; Funding Year: 2000

Obtained funds and provided management services for a disaster relief project. The City used these funds to rebuild and enhance a flood protection levee on the Trinity River.

Amount of grant: $341,220.00; Funding Year: 1992

Obtained funds and provided management services for an emergency grant program assisting the City in restoring public facilities damaged in two 1989 floods.

Amount of grant: $50,000.00; Funding Year: 1989

COMMUNITY	LIBERTY COUNTY
FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) AND OTHER
TOTAL FUNDING	$53,809,926.40
PROJECT MANAGER	JOY RICE, J RICE, PATRICK WILTSHIRE
PERFORMANCE PERIOD	1989-PRESENT

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 2.2
FUNDING	$4,984,053.79
FUNDING YEAR	2013

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery.

Street Improvements

Winter Valley Bridge Replacement

Grantee shall replace the Winter Valley Estates Bridge, install drill shafts, embankment, abutments, railing, erosion protection, and perform site work associated with construction. Proposed improvement will restore and ensure function of the bridge for primary access and emergency vehicle use.

Flood and Drainage Facilities

Reese Bayou

Grantee shall clear and grub, re-grade and reshape existing residential roadside ditch and perform site work associated with construction. Proposed improvements will restore the existing ditch system to its original capacity and restore and ensure the function of the roadway for primary access and emergency vehicle use.

Long Island Creek

Grantee shall clear and grub, re-grade and reshape existing residential roadside ditch and perform site work associated with construction. Proposed improvements will restore the existing ditch system to its original capacity and restore and ensure the function of the roadway for primary access and emergency vehicle use.

Batiste Creek

Grantee shall clear and grub, re-grade and reshape existing residential roadside ditch and perform site work associated with construction. Proposed improvements will restore the existing ditch system to its original capacity and restore and ensure the function of the roadway for primary access and emergency vehicle use.

Precinct One Drainage Ditches

Grantee shall clear and grub, re-grade, and reshape existing residential roadside ditches and perform site work associated with construction. Improvements will ensure proper conveyance of storm water away from residencies, reduce flooding significantly and increase the capacity of the existing ditch system.

FUNDING TYPE	GLO CDBG-DR (HOUSING) ROUND 2
FUNDING	$18,200,000.00
FUNDING YEAR	2011

Obtained funds and currently providing management, work write-up and inspection services for an **owner-occupied housing rehabilitation/reconstruction program.** One hundred twenty-two houses were completely rehabilitated or reconstructed to meet HUD and GLO minimum construction standards.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 2.1
FUNDING	$1,482,423.23
FUNDING YEAR	2010

Water System Improvements

Raywood Water Service Company

Grantee shall purchase and install a new PVC water line, install service connections for households, and provide new fire hydrants. Grantee shall tie into existing water lines (including valves and fittings) and perform site work associated with the construction.

South Cleveland Fire Protection

Grantee shall purchase and install a new water system that will include PVC water line, and provide new fire hydrants. In addition, Grantee shall tie into existing water lines (including valves and fittings) and perform site work associated with the construction.

Cedar Estates Street Improvements

Grantee shall rehabilitate existing streets and clean ditches. In addition, Grantee will perform site work associated with the construction. Construction shall take place in the unincorporated area around CR6031 and Cedar Estates located east of Dayton, Texas.

Planning Study- Batiste Creek

Grantee shall perform a drainage improvement evaluation study for Batiste Creek downstream of FM 770 to immediately downstream of the confluence with West End Slough in Liberty County, Texas. This evaluation Planning Study will include hydrologic and hydraulic study to establish baseline flooding conditions along the subject creek and evaluate potential flood protection alternate solutions.

FUNDING TYPE	DISASTER RECOVERY - HURRICANE RITA
FUNDING	$234,982.00
FUNDING YEAR	2010

Obtained funds and currently providing planning and management services for a Hurricane Rita Disaster Recovery. The City will install a permanently-affixed, 60kw diesel-fueled generator with automatic transfer switch and associated appurtenances at the Raywood Water Supply Corporation (WSC). The City will install a permanently-affixed, 250 kw diesel-fueled generator with automatic transfer switch and associated appurtenances at the Hardin Water Supply Corporation (WSC).

FUNDING TYPE	DISASTER RECOVERY - HMGP
FUNDING	$2,350,000.00
FUNDING YEAR	2010

Obtained funds and providing management services for a Hurricane Ike Disaster Recovery project. The County will conduct a voluntary program where it will buy 138 privately owned structures and land in the floodway and then clear and demolish the structures. This will be done in conjunction with Federal Emergency Management Agency Funds.

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$6,906,119.21
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery.

Water Facilities

Raywood Water Supply Corporation—FM 2830 North

The County will install (1) 150kW permanently-affixed, diesel-fueled generators with automatic transfer switches and associated appurtenances. The County will also construct a concrete pad for generator mounting and perform site work associated with construction.

Hull Fresh Water Supply

The County will install (1) 125kW permanently-affixed, diesel-fueled generators with automatic transfer switches and associated appurtenances. The County will also construct a concrete pad for generator mounting and perform site work associated with construction.

Tarkington Special Utility District—685 CR 2234

The County will install (1) 150kW permanently-affixed, diesel-fueled generators with automatic transfer switches and associated appurtenances. The County will also construct a concrete pad for generator mounting and perform site work associated with construction.

Tarkington Special Utility District—84 CR 2235

The County will install (1) 125kW permanently-affixed, diesel-fueled generators with automatic transfer switches and associated appurtenances. The County will also construct a concrete pad for generator mounting and perform site work associated with construction.

South Cleveland Water Supply Corporation

The County will install (1) 250 kW permanently-affixed, diesel-fueled generators with automatic transfer switches and associated appurtenances. The County will also construct a concrete pad for generator mounting and perform site work associated with construction.

Dayton Lakes Water Lines

The County will install approximately 2,500 linear feet of four inch PVC water line at Lavaca Street, Big Bass Drive, Big Beaver Drive and River Road.

Street Improvements

The County will refurbish and redirect a county road away from an encroaching river by constructing a new road. The County will conduct 5,600 square yards of earthwork and sub-grade preparation, and 5,600 square yards of new paving with ditches. The County will refurbish 4,300 square yards of existing roadway approaches and perform site work associated with the construction. Construction will take place on County Road 2331 from the City of Dayton Lakes entrance.

Flood and Drainage Facilities

The County will perform approximately 82,950 cubic yards of excavation and clear and remove debris on 13 acres of watershed. Approximately 165,900 square yards of seeding and erosion control and perform site work associated with the construction. Construction will take place along Cherry Creek from north of Highway 105 to Gaylor Creek watershed in north Liberty County.

Neighborhood Facilities/Community Centers

The County will install site utilities, construct drainage improvements, driveways, perform paving repairs, exterior refurbishment, plumbing, electrical, HVAC, and fire protection improvements. The County will install (1) 200 kW-275 kW permanently-affixed, diesel-fueled generator with automatic transfer switch and associated appurtenances. Construction will take place at 2801 North Main Street in Liberty, Texas.

Generator

The County will install (1) 100 kW permanently-affixed, natural gas-fueled generator with automatic transfer switch and associated appurtenances. Construction will take place at the Senior Center located at 220 Peach Street in Cleveland, Texas.

FUNDING TYPE	GLO CDBG-DR (HOUSING) ROUND 1
FUNDING	$6,888,234.17
FUNDING YEAR	2008

Obtained funds and currently providing management, work write-up and inspection services for an **owner-occupied housing rehabilitation/reconstruction program**. Seventy-one houses were completely rehabilitated or reconstructed to meet HUD and GLO minimum construction standards.

FUNDING TYPE	DISASTER RECOVERY - HMGP
FUNDING	$10,257,735.00
FUNDING YEAR	2008

Obtained funds and provided management services for a Hurricane Rita Disaster Recovery project. The County conducted a voluntary program where it bought privately owned structures and land in the floodway and then cleared and demolished the structures. This was done in conjunction with Federal Emergency Management Agency Funds.

Obtained funds and provided management services for a disaster relief project. The County conducted a voluntary program where it bought privately owned structures and land in the floodway and then cleared and demolished the structures. This was done in conjunction with Federal Emergency Management Agency Funds.

FUNDING TYPE	DISASTER RECOVERY - OTHER
FUNDING	$2,506,379.00
FUNDING YEARS	1990-2000

Obtained funds and provided management and housing rehabilitation services for a housing rehabilitation and replacement program. These funds were given due to a storm disaster, which damaged several homes. The County rehabilitated 9 houses and replaced 4 houses with manufactured housing.

Amount of grant: $350,000.00; Funding Year: 2000

Obtained funds and provided management services for a road and drainage facilities reconstruction project. These funds were given due to a storm disaster, which damaged several road and drainage facilities. The County reconstructed them.

Amount of grant: $156,148.00; Funding Year: 1999

Obtained funds and provided management services for a disaster relief project. The County conducted a voluntary program where it bought 56 privately owned structures and land in the floodway and then cleared/demolished the structures. This was done in conjunction with Federal Emergency Management Agency

Amount of grants: $1,400,000.00; Funding Year: 1995

Obtained funds and provided management services for a disaster relief project. The County rebuilt several area roads which were damaged in a flood.

Amount of grant: $120,231.00; Funding Year: 1992

Obtained funds and provided management services for an emergency grant program assisting the County in restoring roads and houses which were damaged in two 1989 floods.

Amount of grant: $400,000.00; Funding Year: 1989

Amount of grant: $ 80,000.00; Funding Year: 1990

COMMUNITY	CITY OF MAGNOLIA
FUNDING TYPE	CDBG-DR (INFRASTRUCTURE)
TOTAL FUNDING	$676,000.00
PROJECT MANAGER	NICHOLAS HOUSTON
FUNDING YEAR	2008-2011

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$676,000.00
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery. The City will install 150-200kW diesel fueled generator at the wastewater treatment plant, 40-75kW diesel fueled generator at the Kelly Street Lift Station, 30-50 KW diesel fueled generator at the FM 1774 Lift Station, 30-50kW diesel fueled generator at the Cloyd Street Lift Station. The generators will ensure the continuous operation of the wastewater treatment plant and lift stations, and provide uninterrupted sewage treatment.

COMMUNITY	CITY OF MONTGOMERY
FUNDING TYPE	CDBG-DR (INFRASTRUCTURE)
TOTAL FUNDING	$375,525.00
PROJECT MANAGER	NICHOLAS HOUSTON
FUNDING YEAR	2008-2011

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$375,525.00
FUNDING YEAR	2008

Obtained funds and provided planning and management services for a Hurricane Ike Disaster Recovery. The City will install one 100kW permanently-affixed diesel-fueled generator at Wastewater Treatment Plant located off of North Liberty Street, one 55kW permanently-affixed natural gas-fueled generator at 105 West Lift Station located off of Eva Street, one permanently-affixed natural gas-fueled generator at 149 South Lift Station located off of Liberty Street and one 55kW permanently-affixed natural gas-fueled generator at Town Creek Lift Station located off of Eva Street/Highway 105.

COMMUNITY	CITY OF OAK RIDGE NORTH
FUNDING TYPE	CDBG-DR (INFRASTRUCTURE)
TOTAL FUNDING	$625,000.00
PROJECT MANAGER	NICHOLAS HOUSTON
FUNDING YEAR	2008-2011
REFERENCE	VICKY RUDY, CITY MANAGER VRUDY@OAKRIDGENORTH.COM 281.397.7729

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$625,000.00
FUNDING YEAR	2008

Obtained funds and provided planning and management services for a Hurricane Ike Disaster Recovery. The City will install one 450kW permanently-affixed natural gas generator at with automatic transfer switch at Water Well No.3 located on Brenda Lane.

COMMUNITY	City of Old River Winfree
FUNDING TYPE	CDBG-DR (Infrastructure)
TOTAL FUNDING	$2,726,594.00
PROJECT MANAGER	Nicholas Houston
PERFORMANCE PERIOD	2008-2011
REFERENCE	Linda Murphy, City Secretary cityorw@aol.com 281.385.1735

FUNDING TYPE	CDBG-DR (Infrastructure) Round 1
FUNDING	$2,479,926.00
FUNDING YEAR	2008

Obtained funds and provided planning and management services for a Hurricane Ike Disaster Recovery. The City will install 305 linear feet of culvert and excavate 4,800 cubic yards of channel. The City will install one 20kW permanently-affixed diesel-fueled generator with automatic transfer switch. The City will renovate and convert 500 square foot area into ADA compliant shower facilities, construction took place at the Old River-Winfree Community Center located at 4818 FM 565.

FUNDING TYPE	CDBG-DR (Infrastructure) Round 2.2
FUNDING	$246,668.00
FUNDING YEAR	2013

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery. The City shall remove and replace existing culverts, remove debris from drainage channels, reshape natural drainage channel, make street improvements as needed, and perform site work (excavation) associated with construction. Proposed improvements will restore and significantly increase the capacity of the drainage system, and reduce flooding.

COMMUNITY	City of Panorama Village
FUNDING TYPE	CDBG-DR (Infrastructure) and Other
TOTAL FUNDING	$736,115.00
PROJECT MANAGER	Nicholas Houston
PERFORMANCE PERIOD	2003-2008

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$224,440.00
FUNDING YEAR	2008

Obtained funds and provided planning and management services for a Hurricane Ike Disaster Recovery. The City will install 200kW permanently-affixed natural gas fueled generator with automatic transfer switch at the wastewater treatment plant located on League Line Road between Indian Creek Drive and Thunderbird Road.

FUNDING TYPE	CDBG-DR - HURRICANE RITA
FUNDING	$406,500.00
FUNDING YEAR	2010

Obtained funds and provided planning and management services for a Hurricane Rita Disaster Recovery flood mitigation project. Drainage was improved along the open street ditches in critical areas of the City.

FUNDING TYPE	DISASTER RECOVERY - OTHER
FUNDING	$105,175.00
FUNDING YEAR	2003

Obtained funds and provided planning and management services for a flood mitigation project. Berms and drainage ways were repaired and constructed to prevent future flooding in several houses.

COMMUNITY	CITY OF PINEY POINT VILLAGE
FUNDING TYPE	CDBG-DR (INFRASTRUCTURE)
TOTAL FUNDING	$229,980.00
PROJECT MANAGER	NICHOLAS HOUSTON
PERFORMANCE PERIOD	2008

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$229,980.00
FUNDING YEAR	2008

Obtained funds and provided planning and management services for a Hurricane Ike Disaster Recovery. The City will install approximately 560 linear feet of twenty-four inch diameter storm sewer pipe, 250 linear feet of thirty inch diameter storm sewer pipe, seven Type A inlets, one storm sewer manhole, and related appurtenances. The City shall tie in six existing storm sewer lines to proposed inlets, repair fifty square yards of concrete pavement trench, and remove and replace 230 square yards of six-inch thick concrete driveway. The City will remove 635 linear feet of existing storm sewer, five existing storm sewer inlets, and two storm sewer manholes. The construction will take place on Hermosa Court from Greenbay Drive to the end of Hermosa Court.

COMMUNITY	City of Plum Grove
FUNDING TYPE	CDBG-DR (Infrastructure)
TOTAL FUNDING	$173,659.00
PROJECT MANAGER	Nicholas Houston
PERFORMANCE PERIOD	2008

FUNDING TYPE	CDBG-DR (Infrastructure) Round 1
FUNDING	$173,659.00
FUNDING YEAR	2008

Obtained funds and currently provided planning and management services for a Hurricane Ike Disaster Recovery. The City constructed 3,200 square foot engineered metal building with plumbing systems, electrical systems, telecommunications system, HVAC system and one non-potable water well for filling and cleaning fire trucks and equipment. The building is a fully functional fire protection facility. The City installed 30kW diesel fueled generator with automatic transfer switch located on Plum Grove Road.

COMMUNITY	City of Shenandoah
FUNDING TYPE	CDBG-DR (Infrastructure)
TOTAL FUNDING	$445,667.00
PROJECT MANAGER	Nicholas Houston
PERFORMANCE PERIOD	2008

FUNDING TYPE	CDBG-DR (Infrastructure) Round 1
FUNDING	$455,677.00
FUNDING YEAR	2008

Obtained funds and provided planning and management services for a Hurricane Ike Disaster Recovery. The City will install two 85kW natural gas fueled generators. Construction shall take place at the lift stations located on Research Forest Drive and at David Memorial Street. The City will install 250kW natural gas fueled generator at the Oak Ridge High School.

COMMUNITY	City of Splendora
FUNDING TYPE	CDBG-DR (Infrastructure)
TOTAL FUNDING	$1,009,200.00
PROJECT MANAGER	Nicholas Houston
PERFORMANCE PERIOD	2006-2010
REFERENCE	Danna Welter, City Secretary dannawelter@gmail.com 281.689.3197

FUNDING TYPE	CDBG-DR (Infrastructure) Round 1
FUNDING	$659,200.00
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery. The City will install one 680kW permanently-affixed natural gas-fueled generator with automatic transfer switch at water pump station no. 1 and water well no. 6 behind the City Hall.

FUNDING TYPE	CDBG-DR - HURRICANE RITA
FUNDING	$350,000.00
FUNDING YEAR	2006

Obtained funds and currently providing planning and management services for a Hurricane Rita Disaster Recovery flood mitigation project. Drainage will be improved in the central residential area of town and along First Street.

COMMUNITY	City of West University Place
FUNDING TYPE	CDBG-DR (Infrastructure)
TOTAL FUNDING	$229,980.00
PROJECT MANAGER	Patrick Wiltshire
PERFORMANCE PERIOD	2008-2011

FUNDING TYPE	CDBG-DR (Infrastructure) Round 1
FUNDING	$229,980.00
FUNDING YEAR	2008

Obtained funds and provided planning and management services for a Hurricane Ike Disaster Recovery. The City will install one 750kW permanently-affixed diesel gas-fueled generator with automatic transfer switch located at the wastewater treatment plant on North Braeswod Drive in Houston.

COMMUNITY	City of Willis
FUNDING TYPE	CDBG-DR (Infrastructure)
TOTAL FUNDING	$1,219,490.00
PROJECT MANAGER	Nicholas Houston
PERFORMANCE PERIOD	2008-2014
REFERENCE	Rick Valdez, Finance Director rvaldez@ci.willis.tx.us 936.856.4611

FUNDING TYPE	CDBG-DR (INFRASTRUCTURE) ROUND 1
FUNDING	$954,912.00
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery. The City will install 250 kW diesel fueled generator at Water Well No.2 located at East Worsham. The City will install 515 kW diesel fueled generator at Water Well No.5 located at Live Oak Trail. The City will install 60kW diesel fueled generator at Big County Line Lift Station.

FUNDING TYPE	DISASTER RECOVERY - HMGP
FUNDING	$45,469.00
FUNDING YEAR	2008

Obtained funds and currently providing planning and management services for a Hurricane Ike Disaster Recovery generator project, to install a 25 kW natural gas powered generator to include a propane backup tank in case of natural gas failure. The unit will be elevated so as to meet FEMA elevation requirements. The unit will power all lights, refrigeration, and air conditioning for essential personnel needed, following an emergency situation, security, and fire protection.

FUNDING TYPE	CDBG-DR - HURRICANE RITA
FUNDING	$219,109.00
FUNDING YEAR	2006

Obtained funds and provided planning and management services for a Hurricane Rita Disaster Recovery flood mitigation project. Drainage will be improved in critical existing resident

TEAM

PUBLIC MANAGEMENT
EST. 1982

Public Management, Inc., established in 1982, is an employee owned, private consulting firm operating in the state of Texas. With emphasis on assisting rural and sub-urban municipalities address their quality of life needs through planning, financing, and management initiatives, Public Management has developed a needs-based approach to service delivery. Specifically, Public Management works with clients to find and implement the most effective solutions to achieve their goals. The firm focuses on obtaining governmental revenues to develop solutions to existing and future quality of life issues.

For over 30 years Public Management, Inc. has assisted many political subdivisions in the State of Texas who find themselves in need of professional planning, management or financial services. These institutions either do not have the qualified staff to administer a special project or they have qualified staff that does not have the time to devote to a special project or issue. Public Management, Inc. seeks to fill that void with a small team of expert individuals and support services. Public Management provides a high level, hands on, responsive approach to meeting the needs of the client.

With a staff of highly qualified employees, Public Management is uniquely positioned to scale operations to the needs of the client. As a small firm of reliable experts with nimble capabilities, Public Management focuses our collective expertise on accomplishing the objectives of the client.

Public Management has experience working directly with numerous federal and state agencies and specializes in administering programs that fall under the purview of the Community Development Block Grant (CDBG) and FEMA. Additionally, six members of the staff are certified to administer Community Development Block Grants.

CDBG

- Community Development and Revitalization (Disaster Recovery)
- Community Development Fund
- Texas Capital Fund
- Planning and Capacity Building

FEMA

- Public Assistance
- Individual Assistance
- Hazard Mitigation Grant Program

State Agencies

- General Land Office
- Department of Agriculture
- Department of Emergency Management
- Water Development Board
- Department of Housing and Community Affairs

Federal Agencies

- Federal Emergency Management Agency
- Department of Housing and Urban Development
- Army Corps of Engineers

Government Codes

Cage Code: 6QDN5
Duns #: 945630507
NAICS: 541611

Patrick K. Wiltshire
Public Management, Inc., President and CEO

- Over 10 years of experience in Economic Development, Community Development and Disaster Recovery.
- Managed and Directed over $200 million Disaster Recovery Projects.

Kenneth Coignet, *Planner*
Public Management, Inc., Vice-President

- Managed and directed over 30 comprehensive plans
- Provides critical long-term recovery planning expertise

Nicholas Houston, *Project Manager*
Public Management, Inc., Vice-President & CFO

- Over a decade of project management experience
- Currently oversees more than $150 million in project initiatives

Joy Rice, *Project Manager*
Public Management, Inc.

- Manages over $9 million in infrastructure projects
- Lead project manager for $16+ million Disaster Recovery Housing program

Jake McAdams, *Project Manager*
Public Management, Inc.

- Received formal recognition from TDA for excellence in project management
- Lead project manager for all projects in the North Region

Timothy Everitt, *Graphics and Mapping Specialist*
Public Management, Inc.

- Certified in ARC GIS (ESRI) Geographic information systems mapping with over 15 years of experience
- Labor standards specialist

Tiffany Hawthorne, *Support Staff*
Public Management, Inc.

- Over 5 years of Administrative/Executive Assistance experience
- Maintains client information, history, contracts and deliverables

Stephanie Berry, *Support Staff*
Public Management, Inc.

- Over 7 years of Office Management experience
- Provides support for Project Managers and Corporate Administration

PUBLIC MANAGEMENT
EST. 1982

Patrick K. Wiltshire

EDUCATION

August, 2007 through December, 2009

Texas A&M University – Corpus Christi, Corpus Christi, Texas
M. A. Public Administration
Areas of Concentration: Policy Analysis; Budgeting; Planning.

August, 2001 through May, 2006

Missouri Valley College, Marshall, Missouri
B. A. Criminal Justice & Sociology
Areas of Concentration: Sociology; Criminal Justice, English.

EXPERIENCE

January 2015 through Present

President and Chief Executive Officer of Public Management, Inc.

Supervisory authority over all Company operations including, but not limited to, project assignment and management; personnel policies; daily operational functions and policies; financial operations; business development; and resource allocation. Coordinates short and long range strategic planning which aim to enhance and/or develop, implement, and enforce policies and procedures that will improve the overall operation and effectiveness of the corporation. Cultivates a Client-Based approach to service delivery, addressing the needs of each client in ways that optimize performance and address quality of life needs. Promotes a culture of high performance and continuous improvement that values learning and a commitment to quality.

January, 2014 through December 2014

Chief Operations Officer of Public Management, Inc.,

December, 2009 through December 2013

Project Manager and Compliance Specialist for Public Management, Inc.

LED COMPANY MERGER WHICH INCREASED CLIENT BASE BY 50%

MANAGED OR DIRECTED OVER $200M PROJECT INITIATIVES

COORDINATED PROGRAMMATIC IMPROVEMENTS TO THE TXCDBG PROGRAM

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PWILTSHIRE@PUBLICMGT.COM
P.O. Box 1827 T 281.592.0439
Cleveland, TX 77328 F 844.738.4802

PUBLIC MANAGEMENT
EST.1982

Kenneth J. Coignet

EDUCATION

June, 1995 through December, 2001

Southwest Texas State University– San Marcos, Texas
M. A. Geography
Areas of Concentration: Land/Area Development and Management

August, 1985 through December, 1991

Southwest Texas State University
B. S. Geography

EXPERIENCE

January 2015 through Present

Vice President and Senior Planner

Implements and manages community and economic development grant programs and housing grant programs. Writes grant applications. Collects data and prepares reports, forms and studies for clients. Develops graphics consisting of maps, graphs, brochures and related pictorial information. Prepares targeted and comprehensive plans for municipalities and counties. Maintains client files as necessary.

November, 1999 through January, 2015

Project Manager and Planner for Public Management, Inc.

November, 1998 through October, 1999

Assistant Planner/Housing Specialist for Public Management, Inc..

HELPED ACHIEVE PROGRAMMATIC IMPROVEMENTS TO PLANNING AND CAPACITY BUILD-ING PROGRAGM

MANAGED AND DIRECTED OVER 30 COMPREHEN-SIVE PLANS

SERVES AS BUSI-NESS DEVELOP-MENT DIRECTOR BY IDENTIFYING AND DEVELOPING BUSINESS RELA-TIONSHIPS WITH CLIENTS

LET'S SEE WHAT'S POSSIBLE FOR YOUR COMMUNTY

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San Antonio, TX 78245 F 844.738.4802

PUBLIC MANAGEMENT
EST.1982

Nicholas J. Houston

EDUCATION

August, 1997 through August, 2003

Sam Houston State University, Hunstville, Texas
B.B.A. Finance, Minor in Music
Areas of Concentration: Banking, Personal Finance.

OVER A DECADE OF PROJECT MANAGEMENT EXPERIENCE

EXPERIENCE

January, 2016 through Present

Chief Financial Officer (CFO) for Public Management, Inc.

Supervisory authority over all financial operations, including but not limited to, financial policies, budget preparation and financial planning and forecasting, retirement and benefits development and implementation, oversees accounts receivable & accounts payable, directs investments and distributions, maintains past and current financial records for reporting, assists and develops audit and tax reporting. Develops financial operational strategies by evaluating trends; establishing critical measurements; determining production, productivity, quality, and customer-service strategies; designing systems; accumulating resources; resolving problems; implementing change. Develops organization prospects by studying economic trends and revenue opportunities; projecting acquisition and expansion prospects; analyzing organization operations; identifying opportunities for improvement, cost reduction, and systems enhancement; accumulating capital to fund expansion.

CURRENTLY OVERSEES MORE THAN $150M PROJECT INITIATIVES

November, 2006 through December, 2015

Project Manager and Compiance Specialist for Public Management, Inc.

May, 2006 through October, 2006

Loan Advisor for Bridge Capital

STREAMLINED COMPANY FINANICAL OPERATIONS

August, 2005 through May, 2006

Teacher for the Cy Fair Independent School District

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PUBLIC MANAGEMENT
EST. 1982

Joy E. Rice

EDUCATION

August, 2010 through May, 2013

University of Houston, Houston, Texas
M. A. Public Administration
Areas of Concentration: Public Budgeting; Community Development.

August, 2003 through May, 2007

University of Houston, Houston, Texas
B. A. History, Minor Political Science
Areas of Concentration: American History, Global Politics

MANAGES OVER $9 M IN INFRA-STRUCTURE PROJECTS

EXPERIENCE

June, 2013 through Present

Project Manager and Compliance Specialist for Public Management, Inc.

Prepare all necessary compliance documentation and generally manage compliance issues for client projects. Collect data and prepare reports, forms and studies for client projects. Engage and advise community leaders on management, planning and financial service best practices. Coordinate project outreach and initiate project status meetings. Deliver presentations to governing bodies and equip community leaders with quality information. Accomplish project objectives by planning and evaluating project activitiess. Encourages and develops business with existing and potential clients.

LEAD PROJECT MANAGER FOR $16 M DISASTER RECOVERY HOUSING PROGRAM

June, 2010 through April, 2012

Special Project Coordinator for Hawes Hill Calderon, LLP

August, 2007 through May, 2010

Teacher and Team Leader for Houston Independent School District

COORDINATED PUBLIC MANAGEMENT CORPORATE BRANDING EFFORT

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PUBLIC MANAGEMENT
EST.1982

Jake R. McAdams

EDUCATION

May, 2012 through December, 2013

Stephen F. Austin State University, Nacogdoches, Texas
M.A. History
Areas of Concentration: Public History, Suburban History

August, 2008 through May, 2012

Stephen F. Austin State University, Nacogdoches, Texas
B.A. History, Minor in Outdoor Recreation Management
Areas of Concentration: Public History, Activity Management

EXPERIENCE

July, 2015 through Present

Regional Project Manager for Public Management, Inc.,

Responsible for client relations, business development and overall project management in the regions which Public Management has satellite offices or business interest. In addition to these duties, the Regional Project Manager shall have all other duties associated to the Project Manager.

February, 2014 through June, 2015

Project Manager and Compliance Specialist for Public Management, Inc.,

Accomplishments and Duties: Oversee financial and legal compliance issues for community and economic development grant programs within the company. Implements and manages numerous community and economic development grant programs and housing grant programs. See Public Management Listing of Projects.

REGIONAL PROJECT MANAGER FOR THE NORTH TEXAS REGION

FORMALLY RECOGNIZED BY TDA FOR OUTSTANDING PERFORMANCE IN PROJECT MANAGEMENT

SUCCESSFULLY APPLIES FOR DIVERSE RANGE OF FUNDING OPPORTUNITIES

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P.O. Box 672 T 682.205.1058
Granbury TX 76048 F 844.738.4802

PUBLIC MANAGEMENT
EST. 1982

Timothy R. Everitt

EDUCATION

August, 1991 through May, 1994

Helena Capital High School, Helena, Montana
High School Diploma
Areas of Concentration: Manual and Computer Aided Drafting

MAINTAINED RECORDS AND CONDUCTED ALL HOUSING INSPECTIONS FOR DISASTER RECOVERY HOUSING

EXPERIENCE

January, 2003 through Present

Graphics Manager and Assistant Planner for Public Management, Inc.
Labors Standards Specialist

Prepares all project mapping, design and graphic related documentation. Develops and maintains graphics and mapping and database that is readily available for company usage. Creates and maintains Geographic Information System database for clients to access pertinent community mapping information. Develops company Information Technology infrastructure – hardware and software requirements, maintenance schedule, and security services. Conducts programmatic and manual analysis and create reports and thematic maps on the data within the GIS. Assures quality on new or revised data conforms to standards laid out in the Geodatabase, or any other applicable standard or policy. Collects and converts mapping resources and data necessary for the input and editing of municipal infrastructures. Insures that all labor standards laws and regulations are observed for various projects and programs.

CERTIFIED IN ARC GIS, (ESRI) GEOGRAPHIC INFORMATION SYSTEMS MAPPING WITH OVER 15 YEARS EXPEREINCE

April, 2000 through December, 2002

CADD Operatior and Administrative Assistant for Public Management, Inc.

TEVERITT@PUBLICMGT.COM
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F 844.738.4802

PUBLIC MANAGEMENT
EST. 1982

Tiffany A. Hawthorne

ASSISTED WITH THE HURRICANE IKE DISASTER RECOVERY HOUSING EFFORTS

OVER 5 YEARS OF ADMINISTRATIVE/ EXECUTIVE ASSISTANCE EXPERIENCE

MAINTAINS CLIENT INFORMATION, HISTORY, CONTRACTS AND DELIVERABLES

EDUCATION

August, 2009 through May, 2012

San Jacinto College North, Houston, TX
Occupational Certificate in Management 2010
Certificate of Technology in Business Management 2012

April, 2016 through Present

Notary Public, State of Texas
Commission Expires: April 2, 2019

EXPERIENCE

April, 2018 through Present

Proposal Manager of Public Management, Inc.

Develops, maintains, submits, tracks, and files all company responses to Request for Proposals for all business activities. Manages the execution of client contracts and related documentation. Maintains client information, history and deliverables. Creates preliminary administrative documents for project managers at the on-set of all projects. Maintains office equipment inventory and generally track and order supplies company wide. Provide support services to Project Managers. Develops and schedules meetings, company gatherings and activities.

April, 2014 through March, 2018

Executive Assistant of Public Management, Inc.,

August, 2013 through March, 2014

Housing Assistant for Public Management, Inc. through Kingwood Personnel

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Cleveland, TX 77328 F 844.738.4802

PUBLIC MANAGEMENT
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Stephanie A. Berry

EDUCATION

September, 2002 through December, 2003

Lee College, Baytown, Texas
Certificate of Completion in Computer Maintenance Technology

EXPERIENCE

December, 2017 through Present

Corporate Administrator of Public Management, Inc.

Perform all company bookkeeping including, but not limited to, accounts receivable, accounts payable and payroll. Enter accounting data and write and deposit checks. Reconcile bank accounts. Works closely with the CFO to develop, maintain, coordinate and prepare all financial information and documentation. Coordinate and analyze insurance coverage information and report findings to the CEO. Coordinate the management, organization and retention of paper and computer files for the entire organization. Prepare draft letters and answer correspondence.

March, 2009 through March, 2014

Executive Assistant of Public Management, Inc.,

September, 2006 through February, 2009

Office Manager of PC Outlet, LLC.

EXPERIENCE WITH MARKETING, COMMUNICATIONS AND COMPUTER MAINTENANCE

PROVIDES SUPPORT FOR PROJECT MANAGERS AND CORPORATE ADMINISTRATION

OVER 7 YEARS OF OFFICE MANAGER EXPERIENCE

SBERRY@PUBLICMGT.COM
P.O. Box 1827
Cleveland, TX 77328
T 281.592.0439
F 844.738.4802

CONTRACT

PUBLIC MANAGEMENT
EST. 1982

Contract

This contract ("Contract") is made and entered effective ___________, 2018 by and between PUBLIC MANAGEMENT, INC., a Texas corporation, of Cleveland, Liberty County, Texas ("Consultant") and the City of Spring Valley Village, Harris County, ("Client") for the purpose of retaining Consultant to render **Application** and **Administration Services** to the Client for the federal, state or locally funded Disaster Recovery and HMGP Programs.

Client and Consultant agree that Consultant will provide consulting services to Client on the terms and conditions outlined in this Contract.

I.

Consultant will provide Client with administrative services as follows:

A) Application Preparation

- Review of proposed project for program compliance and will work with city staff to provide an overview of damage assessment;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and project engineer;
- Evaluate project objective and develop timelines/milestones;
- Prepare project maps in ArcGIS and PDF format;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for application submission and attend Client meeting to address application development;
- Package complete application with all pertinent supplemental documentation for client to review prior to submission;
- Advise client on funding availability, anticipated scoring, selection and award process;
- Identify and document beneficiaries.

B) Administrative Duties

- Oversee the project and achieve all of the project goals within the constraints given by the funding agency;
- Develop and implement project phases to plan, budget, oversee, and document all aspects of the specific project;
- Coordinate all activities related to the project's successful completion with all other professionals and organizations associated with this project;
- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;
- Prepare and submit any necessary reports required by the funding agency during the course of the project (i.e. Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);
- Provide Client staff specific instructions on the necessary administrative procedures that will assure a successful project;

- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings;

C) Recordkeeping

- Complete filing system will be developed and maintained at Client's office;
- Both physical and electronic form of records will be developed and accessible;
- Records will be updated as necessary to ensure compliance with funding source and administrative agency;
- Records will be retained for the appropriate period of time as dictated by the funding agency, with electronic records available for perpetuity.

D) Financial Management

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Requested fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s).

E) Construction Management

- Assist the Client in submitting/setting up project applications in the Agency's system of record;
- Coordinate the development, completion, and execution of contract documents to ensure supporting documentation is in order;
- Conduct regular on-site visitations and assessments;
- Development and maintenance of construction management status log;
- Recommendation and development of scope realignments as prescribed by the projects complexities.

F) Economic Revitalization (as applicable)

- Develop a contract for compliance with the private enterprise partner;
- Monitor compliance with the contract throughout the course of the project;
- Coordinate job creation and/or retention reporting;
- Document and track economic impact and revitalization activities.

G) Flood Protection Planning (as applicable)

- Assist Client with establishing formal and direct contact with appropriate entities affected by the project and in coordinating with existing flood protection planning activities in the watershed;
- Develop detailed budgets for subcontracts;
- Schedule and assist facilitating at minimum three (3) required public meetings;
- Submit planning studies for review.

H) Real Property Acquisition Procedures (as applicable)

- Perform initial acquisition assessment;
- *If it is determined that property needs to be acquired, Public Management will perform the following services according to the Uniform Relocation Act for an additional fee;*
- Compliance with performance standards for citizen participation;

- Obtain the proposed easement alignments and meets and bounds from the City;
- Conduct applicable ownership research;
- Prepare easement price valuations;
- Obtain a title opinion and/or a property appraisal when necessary;
- Complete necessary correspondence and negotiation with property owner;
- Draft easement agreements and file executed agreements with County;
- Implement and document initial real property acquisition and relocation assistance activities;
- Assist in other measures and matters incidental to and necessary in carrying the services;
- Advise Client concerning Program requirements and regulations;
- Prepare necessary reports about the Program, including the performance report to comply with URA and TWDB, the Mayor, City Council and citizens' groups.

I) Environmental Services

- Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- Prepare and maintain a written environmental review record;
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- Conduct site-visits as necessary to ensure environmental compliance;
- Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- Assist in compliance with flood plain and wetlands management review guidelines;
- *Not included in this service are archeological, engineering or other special services costs mandated by environmental review record compliance agencies*.

J) Civil Rights Requirements

- Set up Civil Rights & Citizen Participation File;
- Designate a Civil Rights Officer (CRO);
- Adopt policies and grievance procedures regarding Citizen Participation;
- Adopt Policies and Pass Resolution/Proclamation/Ordinances regarding Civil Rights;
- Publish Citizen Participation and Civil Rights Notices;
- Place necessary documentation in Bid Packets for Contractors;
- Include required clauses in Construction Contracts between Grant Recipient and Contractor;
- Take action to Affirmatively Further Fair Housing;
- The Team will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

K) Procurement/Bidding/Contracting

- Provide assistance to ensure compliance with Local Government Code Chapter 252 as applicable to goods and services;

- Provide assistance to ensure compliance with 2 CFR 200.320 (Methods of Procurement to be Followed).

L) Labor Standards Monitoring

- Davis-Bacon Act (40 USC Chapter 31, Subchapter IV);
- Contract Work Hours & Safety Standards Act (CWHSSA);
- Copeland (Anti-Kickback) Act (18 USC 874; 40 USC 3145);
- Fair Labor Standards Act.

M) Force Account (as applicable)

- Develop and maintain documentation of all associated costs;
- Using appropriate recordkeeping forms required by funding agency;
- Submit documentation upon completion of necessary milestones.

N) Mitigation Projects (as applicable)

- Develop and implement local criteria to prioritize applicants;
- Coordinate and conduct public meetings to solicit homeowners to volunteer to participate in grant programs;
- Respond to verbal, email and written inquiries from the public regarding participation in grant programs;
- Collect homeowner information as needed to facilitate development of grant application;
- Identify and evaluate candidate projects suitable for grant funding;
- Provide written overview of drainage project evaluations to include list of data needs;
- Conduct water surface reduction analysis for potential drainage project areas;
- Provide written report summarizing results of water surface reduction analysis with estimated benefit calculations for each reduction scenario;
- Complete Benefit Cost Analysis per FEMA's Guidance for candidate drainage projects;
- Complete project scope of work, cost estimate, schedule and justifications and all other elements of grant application;
- Complete Benefit Cost Analysis calculations per FEMA guidance for properties to be included in grant application;
- Provide recommendation to City of which properties or drainage projects to include in grant application based on HMA guidance and Benefit Cost Analysis calculations;
- Conduct review and analysis of FEMA and other data to validate property classification and cost estimates;
- Assist City with execution of required certifications and other documents;
- Assist City with the completion and submittal of grant applications;
- Respond to any State or FEMA requests for information post-application submittal (RFIs);
- Report to local officials on the grant process;
- Prepare required reports to the State;
- Assist the City in evaluating options for procurement of qualified contractors in accordance with 2 CFR Part 200 and State of Texas procurement standards;
- Prepare reconciliation with State on all grant funds;
- Prepare all reports and forms required for grant closeout;

- Participate in any review or audit of the grant by TWDB, FEMA or their assignee, and address any questions, findings, or deficiencies noted.

O) Buyout and Mitigation Projects (as applicable):

- Prepare requests for payment from the City to the property owners or contractor involved in the buyout program;
- Prepare requests for reimbursement from the City to the State;
- Assist the City in developing an agreement between the City and the Homeowners for buyout that passes along the relevant terms of the grant. This agreement will also establish Homeowner obligations that must be followed during the elevation of their home;
- Coordination of inspection, structure requirement, and bid/contract process for elevation contractor procurement;
- Coordinate and facilitate meetings with Homeowners to outline the project's scope of work requirements. Work closely with the Homeowners throughout the duration of the project and respond to their questions in a timely manner.

P) Contract Close-out Assistance

- Ensure project outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;
- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing. Rather, Consultant will advise Client of the need of such services in furtherance of the planned objectives of Client's Program.

Client acknowledges that Consultant is providing Administrative Services only to Client and that Consultant is not responsible for any procurement activities for or on behalf of the Client. That is, Client, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, Client, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and Client, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

Client Initials ______________ Consultant Initials ______________

II.

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of **Attachment II**, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

III.

Client is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

IV.

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Title 2 CFR Part 200.

V.

For work associated to **Community Development Block Grant – Disaster Recovery (CDBG-DR)** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed **ZERO DOLLARS ($0.00)** for **Application Preparation Services**:

Milestone/Task

Application Preparation Services	$0.00
TOTAL:	**$0.00**

For work associated to **Community Development Block Grant – Disaster Recovery (CDBG-DR)** and in consideration of the foregoing, **Client agrees to pay Consultant a fee not to exceed the maximum percentage on the table below** for **Administrative Services**. *The fee will be based on final grant award amount. Consultant reserves the right to renegotiate fees based on the type of project being pursued.*

CDBG-DR Grant Amount	*Percentage Factor*	*Fee Not to Exceed*
$0 - $249,999	*11.00%*	*$ 27,499.89*
$250,000 - $749,999	*9.00%*	*$ 67,499.91*
$750,000 - 999,999	*8.00%*	*$ 79,999.92*
$1,000,001 - $2,000,000	*6.00%*	*$ 120,000.00*
$2,000,001 - $4,000,000	*6.00%*	*$ 240,000.00*
$4,000,001 - $6,000,000	*5.75%*	*$ 345,000.00*
$6,000,001 - $8,000,000	*5.50%*	*$ 440,000.00*
$8,000,001 - $10,000,000	*4.25%*	*$ 425,000.00*
$10,000,001 - $15,000,000	*4.00%*	*$ 600,000.00*
$15,000,001 - $20,000,000	*3.75%*	*$ 750,000.00*
$20,000,001 - $30,000,000	*3.50%*	*$ 1,050,000.00*
$30,000,001 - $40,000,000	*3.00%*	*$ 1,200,000.00*
$40,000,001 - $50,000,000	*3.00%*	*$ 1,500,000.00*
$50,000,001 - $75,000,000	*2.75%*	*$ 2,062,500.00*
$75,000,001 - $100,000,000	*2.50%*	*$ 2,500,000.00*
$100,000,001 - $150,000,000	*2.50%*	*$ 3,750,000.00*
$150,000,001 - $200,000,000	*2.25%*	*$ 4,500,000.00*
$200,000,001 - $250,000,000	*2.00%*	*$ 5,000,000.00*

It is agreed that upon determination of total funding request amount Consultant and Client will execute the **Work Authorization (Attachment I)** that will detail final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates.

<u>**VI.**</u>

For work associated to **Hazard Mitigation Assistance (HMA)** and in consideration of the foregoing, Client agrees to pay Consultant a fee based on the table below for **Application Preparation Services**:

Applications for Acquisition or Elevation of Homes	
Applications with 1-25 homes	$5,000.00
Applications with 26 to 50 homes	$6,000.00
Applications with 51 to 75 homes	$7,000.00
Applications with 76 to 100 homes	$8,000.00
Applications with greater than 100	$9,000.00
Applications for Minor Flood Control Projects	
Applications with BCAs on < 25 homes	$8,000.00 ($2,500 is BCA related)
Applications with BCAs on 26 to 100 homes	$9,000.00 ($3,500 is BCA related)
Applications with BCAs on 101 to 200 homes	$10,000.00 ($4,000 is BCA related)
Applications with BCAs on 201 to 300 homes	$11,000.00 ($5,000 is BCA related)
Applications with BCAs on > 300 homes	$12,000.00 ($6,000 is BCA related)

For work associated to **Hazard Mitigation Assistance (HMA)** and in consideration of the foregoing, **Client agrees to pay Consultant a fee not to exceed 4.5 % of the grant award amount** for **Administrative Services**. *The fee will be based on final grant award amount. Consultant reserves the right to renegotiate fees based on the type of project being pursued.*

It is agreed that upon determination of total funding request amount Consultant and Client will execute the **Work Authorization (Attachment I)** that will detail final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates.

VII.

Payment of the fees associated with ("**Part V. and VI.**"') - Payment Schedule of this Agreement – shall be contingent upon funding award. In the event that grant funds are not awarded to the Client this agreement shall be terminated by the Client.

VIII.

For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

IX.

This Contract shall extend and be in full force until the Program has been fully closed out by the agency. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days' written notice to Client.

X.

Termination for Cause by Client: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, Client shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five (5) 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 Consultant pursuant to this Contract shall, at the option of Client, be turned over to Client and become the property of Client. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant 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. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

Resolution of Program Non-Compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or 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 thirty (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 thirty (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 Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

XI.

Client, the agency, the U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close out the Client's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

XII.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

XIII.

This document embodies the entire Contract between Consultant and Client. Client may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

XIV.

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

XV.

Any provision of this Contract which imposes upon Consultant or Client an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or Client.

XVI.

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

XVII.

This Contract will be governed by and construed in accordance with the laws of the State of Texas.

XVIII.

Any dispute between Consultant and Client related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

XIX.

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

XX.

Consultant and Client, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.

PUBLIC MANAGEMENT
P.O. BOX 1827
CLEVELAND, TEXAS 77328-1827

____

PATRICK K. WILTSHIRE
President/CEO

Client

____

Chief Elected Official

ATTEST:

____

ATTACHMENT I
WORK AUTHORIZATION

For work associated to ____ and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

____ ($__________) for Application Preparation Services

____ ($__________) for Grant Administration Services

Application Preparation

Applications for Acquisition or Elevation of Homes..	$__________
Applications for Minor Flood Control Projects..	$__________
Total:	$__________

Grant Administration

Preliminary Administrative Requirements..	$__________
Environmental Review..	$__________
Start of Construction..	$__________
Construction Completion..	$__________
Close-Out...	$__________
Total:	$__________

CLIENT

____
PATRICK K. WILTSHIRE
President/CEO

____
Chief Elected Official

ATTEST:

____

ATTACHMENT II
TERMS AND CONDITIONS

I.

Equal Employment Opportunity

During the performance of this Contract, Consultant 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 employees 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.

II.

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.

III.

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.

IV.

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.

V.

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.

VI.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Limited to contracts greater than $100,000)

a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development 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 135, 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 135 regulations.

c) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. 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 135.

e) 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

VII.

Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

a) Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Consultant will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary Issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

VIII.

Interest of Members of Client

No member of the governing body of Client and no other officer, employee, or agent of Client who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

IX.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

X.

Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

XI.

Debarment and Suspension (Executive Orders 12549 and 12689)

The Consultant 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 Consultant. The Consultant 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."

XII.

Copyrights and Rights in Data

HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

XIII.

Clean Air and Water.
(Applicable to contracts in excess of $100,000)

Due to 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub grants of amounts in excess of $100,000.

XIV.

Energy Efficiency

Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

XV.

Retention and Inspection of Records

Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub grantees make final payments and all other pending matters are closed.

REQUIRED FORMS

PUBLIC MANAGEMENT
EST. 1982

Cost of Services: Infrastructure

Please indicate **No Cost Proposal** if your firm is not proposing for the services specified on this Cost of Services page.

Maximum amount of grant funds firm is able and/or willing to manage: $250,000,000.00

INFRASTRUCTURE		
Potential Grant Award Amount	Cost of Services (maximum)	% of Profit
$1 million	$60,000.00	10-15%
$10 million	$425,000.00	10-15%
$50 million	$1,500,000.00	10-15%
$100 million	$2,500,000.00	10-15%
$250 million	$5,000,000.00	10-15%

Hourly Rates

Work Classification	Hourly Rate
Consultant	$150.00
Project Manager	$140.00
Planner	$140.00
Housing Specialist	$125.00
CAD System with Operator	$100.00
Code Enforcement Specialist	$85.00
Executive Assistant	$70.00

SAM Search Results
List of records matching your search for :

Record Status: Active
DUNS Number: 945630507
Functional Area: Entity Management, Performance Information

ENTITY	CORPORATION FOR PUBLIC MANAGEMENT, INC		Status: Active
DUNS: 945630507	+4:	CAGE Code: 6QDN5	DoDAAC:
Expiration Date: Aug 28, 2019	Has Active Exclusion?: No	Debt Subject to Offset?: No	
Address: 207 S BONHAM AVE			
City: CLEVELAND		State/Province: TEXAS	
ZIP Code: 77327-4547		Country: UNITED STATES	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2018-402580

Date Filed:
09/11/2018

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Public Management, Inc.
Cleveland, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

City of Spring Valley Village

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

2017 CDBG-DR & HMGP
Application and Administrative Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Rice, J.	Cleveland, TX United States		X
Baker, David	Cleveland, TX United States		X
Wiltshire, Patrick	Cleveland, TX United States	X	
Houston, Nicholas	Cleveland, TX United States	X	
Coignet, Kenneth	Cleveland, TX United States	X	
Rice, Joy	Cleveland, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Patrick K. Wiltshire, and my date of birth is 7/22/82.

My address is 3051 Coreopsis Ct. (street), Dickinson (city), TX (state), 77539 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Liberty County, State of Texas, on the 11th day of September (month), 20 18 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action:	Status of Federal Action:	Report Type:
b. a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. a. bid/offer/application b. initial award c. post-award	a. a. initial filing b. material change

Name and Address of Reporting Entity: ✓ Prime ______ Subawardee Tier______, if Known: City of Spring Valley Village **Congressional District, if known:**	**If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: Public Management, Inc. P.O. Box 1827 Cleveland, TX 77328 **Congressional District, if known:**
Federal Department/Agency: U.S. Department of Housing and Urban Development	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: ________________
Federal Action Number, *if known:* N/A	**9. Award Amount,** *if known:* $ Unknown
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):* N/A	**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** [signature] **Print Name:** Patrick K. Wiltshire **Title:** President/CEO **Telephone No.:** 281-592-0439 **Date:** 9/11/18
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(2) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION

Public Management, Inc.

* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Prefix: | * First Name: Patrick | Middle Name: K.

* Last Name: Wiltshire | Suffix:

* Title: President and CEO

* SIGNATURE: [signature] | * DATE: 9/11/2018

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.	**OFFICE USE ONLY**
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).	Date Received

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.

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

Public Management, Inc.

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.**

Patrick K. Wiltshire

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.**

N/A

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.**

N/A

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]

Signature of vendor doing business with the governmental entity

9/11/2018

Date

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

(b) 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, Public Management, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Patrick K. Wiltshire

Printed Name and Title of Contractor's Authorized Official

September 11, 2018

Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/03/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATIONIS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
PAYCHEX INSURANCE AGENCY INC 76210705 150 SAWGRASS DRIVE ROCHESTER NY14620	PHONE (A/C, No, Ext): (877) 287-1312	FAX (A/C, No): (888) 443-6112	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC#
	INSURER A : Trumbull Insurance Company		27120
INSURED	INSURER B :		
PUBLIC MANAGEMENT INC. PO BOX 1827 CLEVELAND TX 77328-1827	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
							PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** If yes, describe under	N/ A		76 WBG GA8040	09/01/2018	09/01/2019	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$100,000
							E.L. DISEASE -EA EMPLOYEE	$100,000
							E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES **(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

Those usual to the Insured's Operations.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

ACORD 25 (2016/03)

MEETING DATE:	December 11, 2018
TOPIC:	**Resolution Number 18-XX** **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND PUBLIC MANAGEMENT, INC. FOR GRANT SERVICES (RFP #2018-09-501); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**
BACKGROUND:	In the previous agenda item, it is anticipated that the City Council awarded Request for Proposals Number 2018-09-501 for Grant Services to Public Management, Inc. This Resolution approves a contract with Public Management, Inc. for grant services related to any grant programs for which the City wishes to submit an application. The contract and fee structure are standard for grant services, and the fees are based on a percentage of the grant amount. As stated in the previous agenda item, there are currently no grants for which the City is applying, so there are no costs associated with this award or the contract that follows in the next agenda item. However, it is important for the City to have a grant administration services company under contract that has been retained using the Federal procurement process so we can move quickly when a grant opportunity opens up. Any costs associated with these grant services are typically reimbursed through the different grant programs.
RECOMMENDATION:	Staff recommends approval of the Resolution.
ATTACHMENTS:	• Resolution Number 18-XX
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# ______ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_______ from Acct/Project# __________ will be transferred to Acct/Project# __________ ☐ $_______ from unassigned fund balance will be used and added to Acct/Project# __________ ☐ $_______ will be added to Revenue Acct# __-____ and

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

$_______ added to Expenditure Acct/Project# __________	
FINANCE VERIFICATION OF FUNDING:	
SUBMITTING STAFF MEMBER: Julie M. Robinson, City Administrator	**CITY ADMINISTRATOR APPROVAL:**

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

RESOLUTION NUMBER 18-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, APPROVING THE TERMS AND CONDITIONS OF CONTRACT BY AND BETWEEN THE CITY OF SPRING VALLEY VILLAGE, TEXAS AND PUBLIC MANAGEMENT, INC. FOR GRANT SERVICES (RFP #2018-09-501); PROVIDING FOR THE INCORPORATION OF PREAMBLE; AUTHORIZING THE MAYOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY TO EFFECTUATE SUCH AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has been presented a proposed Contract by and between the City of Spring Valley Village, Texas and Public Management, Inc. for grant services (RFP #2018-09-501) (hereinafter called "Contract"), a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, upon full review and consideration of the Contract and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved, and that the Mayor should be authorized to execute the Contract and any and all documents necessary to effectuate such Contract on behalf of the City of Spring Valley Village;

NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble of this Resolution are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The terms and conditions of the Contract, having been reviewed by the City Council of the City of Spring Valley Village and found to be acceptable and in the best interests of the City of Spring Valley Village and its citizens, are hereby in all things approved.

Section 3. The Mayor is hereby authorized to execute the Contract and empowered, for and on behalf of the City, to take all such actions and to execute, verify, acknowledge, certify to, file and deliver all such instruments and documents required in the Contract as shall in the judgment of the Mayor be appropriate in order to effect the purposes of the foregoing resolution and Contract.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the ___ day of ___________, 2018.

____
Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

____
Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

EXHIBIT “A”

TO

RESOLUTION NUMBER 18-XX

Contract

This contract ("Contract") is made and entered effective ____________, 2018 by and between PUBLIC MANAGEMENT, INC., a Texas corporation, of Cleveland, Liberty County, Texas ("Consultant") and the City of Spring Valley Village, Harris County, ("Client") for the purpose of retaining Consultant to render **Application** and **Administration Services** to the Client for federal, state, or locally funded Disaster Recovery Programs, including, but not limited to the General Land Office (GLO), Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation Grant Program (PDM) of the Texas Division of Emergency Management (TDEM), as well as any other Community Development and/or Economic Development grant funding opportunities that may arise.

Client and Consultant agree that Consultant will provide consulting services to Client on the terms and conditions outlined in this Contract.

I.

Consultant will provide Client with administrative services as follows:

A) Application Preparation

- Review of proposed project for program compliance and will work with city staff to provide an overview of damage assessment;
- Advise on important deadlines and procedures;
- Schedule project meetings with client staff to evaluate proposed project and timeframes.
- Prepare project description in conjunction with staff and project engineer;
- Evaluate project objective and develop timelines/milestones;
- Prepare project maps in ArcGIS and PDF format;
- Prepare necessary preliminary Environmental Compliance documentation;
- Conduct public hearings (as applicable) for application submission and attend Client meeting to address application development;
- Package complete application with all pertinent supplemental documentation for client to review prior to submission;
- Advise client on funding availability, anticipated scoring, selection and award process;
- Identify and document beneficiaries.

B) Administrative Duties

- Oversee the project and achieve all of the project goals within the constraints given by the funding agency;
- Develop and implement project phases to plan, budget, oversee, and document all aspects of the specific project;
- Coordinate all activities related to the project's successful completion with all other professionals and organizations associated with this project;
- Act as the Client's liaison to the funding agency in all matters concerning the project;
- Coordinate communication via email, conference call, facsimile, and direct meetings to ensure the project is on schedule and all parties are properly informed;

- Prepare and submit any necessary reports required by the funding agency during the course of the project (i.e. Quarterly Progress Reports, Project Monitoring Reports, Project Completion Reports, etc.);

- Provide Client staff specific instructions on the necessary administrative procedures that will assure a successful project;
- Establish and maintain record keeping systems;
- Assist with resolving monitoring and audit findings;

C) Recordkeeping

- Complete filing system will be developed and maintained at Client's office;
- Both physical and electronic form of records will be developed and accessible;
- Records will be updated as necessary to ensure compliance with funding source and administrative agency;
- Records will be retained for the appropriate period of time as dictated by the funding agency, with electronic records available for perpetuity.

D) Financial Management

- Utilize and assist with the agency's system of record to complete milestones, submit documentation, reports, draws, change requests, etc.;
- Requested fund expenditure in-line with project milestones;
- Develop a detailed Contract Ledger;
- Establish a filing system that accurately and completely reflects the financial expenditures of the program and project(s).

E) Construction Management

- Assist the Client in submitting/setting up project applications in the Agency's system of record;
- Coordinate the development, completion, and execution of contract documents to ensure supporting documentation is in order;
- Conduct regular on-site visitations and assessments;
- Development and maintenance of construction management status log;
- Recommendation and development of scope realignments as prescribed by the projects complexities.

F) Economic Revitalization (as applicable)

- Develop a contract for compliance with the private enterprise partner;
- Monitor compliance with the contract throughout the course of the project;
- Coordinate job creation and/or retention reporting;
- Document and track economic impact and revitalization activities.

G) Flood Protection Planning (as applicable)

- Assist Client with establishing formal and direct contact with appropriate entities affected by the project and in coordinating with existing flood protection planning activities in the watershed;
- Develop detailed budgets for subcontracts;
- Schedule and assist facilitating at minimum three (3) required public meetings;
- Submit planning studies for review.

H) Real Property Acquisition Procedures (as applicable)

- Perform initial acquisition assessment;
- ***If it is determined that property needs to be acquired, Public Management will perform the following services according to the Uniform Relocation Act for an additional fee;***
- Compliance with performance standards for citizen participation;
- Obtain the proposed easement alignments and meets and bounds from the City;
- Conduct applicable ownership research;
- Prepare easement price valuations;
- Obtain a title opinion and/or a property appraisal when necessary;
- Complete necessary correspondence and negotiation with property owner;
- Draft easement agreements and file executed agreements with Client;
- Implement and document initial real property acquisition and relocation assistance activities;
- Assist in other measures and matters incidental to and necessary in carrying the services;
- Advise Client concerning Program requirements and regulations;
- Prepare necessary reports about the Program, including the performance report to comply with URA and TWDB, the Mayor, City Council and citizens' groups.

I) Environmental Services

- Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
- Prepare and maintain a written environmental review record;
- Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
- Conduct site-visits as necessary to ensure environmental compliance;
- Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
- Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- Assist in compliance with flood plain and wetlands management review guidelines;
- *Not included in this service are archeological, engineering or other special services costs mandated by environmental review record compliance agencies*.

J) Civil Rights Requirements

- Set up Civil Rights & Citizen Participation File;
- Designate a Civil Rights Officer (CRO);
- Adopt policies and grievance procedures regarding Citizen Participation;
- Adopt Policies and Pass Resolution/Proclamation/Ordinances regarding Civil Rights;
- Publish Citizen Participation and Civil Rights Notices;
- Place necessary documentation in Bid Packets for Contractors;
- Include required clauses in Construction Contracts between Grant Recipient and Contractor;
- Take action to Affirmatively Further Fair Housing;
- The Team will be diligent and consistent in implementing the project's civil rights responsibilities and will undertake further action and reporting requirements.

K) Procurement/Bidding/Contracting

- Provide assistance to ensure compliance with Local Government Code Chapter 252 as applicable to goods and services;
- Provide assistance to ensure compliance with 2 CFR 200.320 (Methods of Procurement to be Followed).

L) Labor Standards Monitoring

- Davis-Bacon Act (40 USC Chapter 31, Subchapter IV);
- Contract Work Hours & Safety Standards Act (CWHSSA);
- Copeland (Anti-Kickback) Act (18 USC 874; 40 USC 3145);
- Fair Labor Standards Act.

M) Force Account (as applicable)

- Develop and maintain documentation of all associated costs;
- Using appropriate recordkeeping forms required by funding agency;
- Submit documentation upon completion of necessary milestones.

N) Mitigation Projects (as applicable)

- Develop and implement local criteria to prioritize applicants;
- Coordinate and conduct public meetings to solicit homeowners to volunteer to participate in grant programs;
- Respond to verbal, email and written inquiries from the public regarding participation in grant programs;
- Collect homeowner information as needed to facilitate development of grant application;
- Identify and evaluate candidate projects suitable for grant funding;
- Provide written overview of drainage project evaluations to include list of data needs;
- Conduct water surface reduction analysis for potential drainage project areas;
- Provide written report summarizing results of water surface reduction analysis with estimated benefit calculations for each reduction scenario;
- Complete Benefit Cost Analysis per FEMA's Guidance for candidate drainage projects;
- Complete project scope of work, cost estimate, schedule and justifications and all other elements of grant application;
- Complete Benefit Cost Analysis calculations per FEMA guidance for properties to be included in grant application;
- Provide recommendation to City of which properties or drainage projects to include in grant application based on HMA guidance and Benefit Cost Analysis calculations;
- Conduct review and analysis of FEMA and other data to validate property classification and cost estimates;
- Assist City with execution of required certifications and other documents;
- Assist City with the completion and submittal of grant applications;
- Respond to any State or FEMA requests for information post-application submittal (RFIs);
- Report to local officials on the grant process;
- Prepare required reports to the State;
- Assist the City in evaluating options for procurement of qualified contractors in accordance with 2 CFR Part 200 and State of Texas procurement standards;

- Prepare reconciliation with State on all grant funds;
- Prepare all reports and forms required for grant closeout;
- Participate in any review or audit of the grant by TWDB, FEMA or their assignee, and address any questions, findings, or deficiencies noted.

O) Buyout and Mitigation Projects (as applicable):

- Prepare requests for payment from the City to the property owners or contractor involved in the buyout program;
- Prepare requests for reimbursement from the City to the State;
- Assist the City in developing an agreement between the City and the Homeowners for buyout that passes along the relevant terms of the grant. This agreement will also establish Homeowner obligations that must be followed during the elevation of their home;
- Coordination of inspection, structure requirement, and bid/contract process for elevation contractor procurement;
- Coordinate and facilitate meetings with Homeowners to outline the project's scope of work requirements. Work closely with the Homeowners throughout the duration of the project and respond to their questions in a timely manner.

P) Contract Close-out Assistance

- Ensure project outcomes are in line with contract documents and funding agency's goals and objectives;
- Ensure project beneficiaries are appropriately documented and reported;
- Develop, complete, and submit project completion report(s) and any other necessary administrative completion documents.

It is specifically agreed and understood that Consultant will not provide either personally or by contract any professional or technical services requiring a license by the State of Texas in any phase or aspect of the foregoing. Rather, Consultant will advise Client of the need of such services in furtherance of the planned objectives of Client's Program.

Client acknowledges that Consultant is providing Administrative Services only to Client and that Consultant is not responsible for any procurement activities for or on behalf of the Client. That is, Client, not Consultant, will advertise for and procure the services of any third party required to fulfill Program requirements. By way of example only, Client, not Consultant, must timely and properly post any advertisements necessary to fulfill Program requirements and Client, not Consultant, will enter into any required contracts with third parties necessary to fulfill Program requirements.

Client Initials _____________ Consultant Initials _____________

<u>II.</u>

Consultant hereby agrees that in the implementation of this Contract, Consultant will comply with the terms and conditions of **Attachment II**, which document is attached hereto and incorporated herein for all purposes, as if set out herein verbatim.

<u>III.</u>

Client is awarding this contract in accordance with the State of Texas Government Code 2254, Professional and Consulting Services.

<u>IV.</u>

It is agreed by the parties hereto that Consultant will, in the discharge of services herein, be considered as an Independent Contractor as that term is used and understood under the laws of the State of Texas and further for the purposes of governing Consultant's fees under the Procurement Standards of Title 2 CFR Part 200.

<u>V.</u>

For work associated to **Community Development Block Grant – Disaster Recovery (CDBG-DR), as well as other undefined Community Development and Economic Development opportunities,** and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed **ZERO DOLLARS ($0.00)** for **Application Preparation Services**:

Milestone/Task

Application Preparation Services	$0.00
TOTAL:	**$0.00**

For work associated to **Community Development Block Grant – Disaster Recovery (CDBG-DR), as well as other undefined disaster recovery programs,** and in consideration of the foregoing, **Client agrees to pay Consultant a fee not to exceed the maximum percentage on the table below** for **Administrative Services**. *The fee will be based on final grant award amount. Consultant reserves the right to renegotiate fees based on the type of project being pursued.*

CDBG-DR Grant Amount	Percentage Factor	Fee Not to Exceed
$0 - $249,999	11.00%	$ 27,499.89
$250,000 - $749,999	9.00%	$ 67,499.91
$750,000 - 999,999	8.00%	$ 79,999.92
$1,000,001 - $2,000,000	6.00%	$ 120,000.00
$2,000,001 - $4,000,000	6.00%	$ 240,000.00
$4,000,001 - $6,000,000	5.75%	$ 345,000.00
$6,000,001 - $8,000,000	5.50%	$ 440,000.00
$8,000,001 - $10,000,000	4.25%	$ 425,000.00
$10,000,001 - $15,000,000	4.00%	$ 600,000.00
$15,000,001 - $20,000,000	3.75%	$ 750,000.00
$20,000,001 - $30,000,000	3.50%	$ 1,050,000.00
$30,000,001 - $40,000,000	3.00%	$ 1,200,000.00
$40,000,001 - $50,000,000	3.00%	$ 1,500,000.00
$50,000,001 - $75,000,000	2.75%	$ 2,062,500.00
$75,000,001 - $100,000,000	2.50%	$ 2,500,000.00
$100,000,001 - $150,000,000	2.50%	$ 3,750,000.00
$150,000,001 - $200,000,000	2.25%	$ 4,500,000.00
$200,000,001 - $250,000,000	2.00%	$ 5,000,000.00

It is agreed that upon determination of total funding request amount Consultant and Client will execute the **Work Authorization (Attachment I)** that will detail final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates.

VI.

For work associated to **Hazard Mitigation Assistance (HMA), including HMGP and PDM,** and in consideration of the foregoing, Client agrees to pay Consultant a fee based on the table below for **Application Preparation Services**:

Applications for Acquisition or Elevation of Homes	
Applications with 1-25 homes	$5,000.00
Applications with 26 to 50 homes	$6,000.00
Applications with 51 to 75 homes	$7,000.00
Applications with 76 to 100 homes	$8,000.00
Applications with greater than 100	$9,000.00
Applications for Minor Flood Control Projects	
Applications with BCAs on < 25 homes	$8,000.00 ($2,500 is BCA related)
Applications with BCAs on 26 to 100 homes	$9,000.00 ($3,500 is BCA related)
Applications with BCAs on 101 to 200 homes	$10,000.00 ($4,000 is BCA related)
Applications with BCAs on 201 to 300 homes	$11,000.00 ($5,000 is BCA related)
Applications with BCAs on > 300 homes	$12,000.00 ($6,000 is BCA related)

For work associated to **Hazard Mitigation Assistance (HMA)** and in consideration of the foregoing, **Client agrees to pay Consultant a fee not to exceed 4.5 % of the grant award amount** for **Administrative Services**. *The fee will be based on final grant award amount. Consultant reserves the right to renegotiate fees based on the type of project being pursued.*

It is agreed that upon determination of total funding request amount Consultant and Client will execute the **Work Authorization (Attachment I)** that will detail final contract amount and cost for services. It is also agreed that payments to such Consultant shall be subject to adjustment where monitoring reviews or audits by the agency indicate that personal services were compensated at greater than reasonable rates.

VII.

Payment of the fees associated with ("**Part V. and VI.**"') - Payment Schedule of this Agreement – shall be contingent upon funding award. In the event that grant funds are not awarded to the Client this agreement shall be terminated by the Client.

VIII.

For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for Consultant. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

IX.

This Contract shall extend and be in full force until the Program has been fully closed out by the agency. Notwithstanding the foregoing, this Contract may be terminated by Consultant, with or without cause, on forty-five (45) days' written notice to Client.

X.

Termination for Cause by Client: If Consultant fails to fulfill in a timely and proper manner its obligations under this Contract, or if Consultant violates any of the covenants, conditions, contracts, or stipulations of this Contract, Client shall have the right to terminate this Contract by giving written notice to Consultant of such termination and specifying the effective date thereof, which shall be at least five (5) 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 Consultant pursuant to this Contract shall, at the option of Client, be turned over to Client and become the property of Client. In the event of termination for cause, Consultant shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Termination for Convenience by Client: Client may at any time and for any reason terminate Consultant's services and work at Client's convenience upon providing written notice to the Consultant specifying the extent of termination and the effective date. Upon receipt of such notice, Consultant 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. Upon such termination, Consultant shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Consultant as are permitted by the prime contract and approved by Client; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Consultant prior to the date of the termination of this Agreement. Consultant shall not be entitled to any claim or claim of lien against Client for any additional compensation or damages in the event of such termination and payment.

Resolution of Program Non-Compliance and Disallowed Costs: In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or 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 thirty (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 thirty (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 Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within sixty (60) days of the initiation of that procedure, either party may proceed to file suit.

XI.

Client, the agency, the U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Program, for the purpose of making audit, examination, excerpts, and transcriptions, and to close out the Client's contract. Consultant agrees hereby to maintain all records made in connection with the Program for a period of three (3) years after Client makes final payment and all other pending matters are closed. All subcontracts of Consultant shall contain a provision that Client, the agency, and the Texas State Auditor's Office, or any successor agency or representative, shall have access to all books, documents, papers and records relating to subcontractor's contract with Consultant for the administration, construction, engineering or implementation of the Program between the agency and Client.

XII.

If, by reason of force majeure, either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Contract, then if such party shall give notice and full particulars of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied on, the obligation of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure" as employed herein shall mean acts of God, acts of public enemy, orders of any governmental entity of the United States or of the State of Texas, or any civil or military authority, and any other cause not reasonably within the control of the party claiming such inability.

XIII.

This document embodies the entire Contract between Consultant and Client. Client may, from time to time, request changes in the services Consultant will perform under this Contract. Such changes, including any increase or decrease in the amount of Consultant's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

XIV.

If a portion of this Contract is illegal or is declared illegal, the validity of the remainder and balance of the Contract will not be affected thereby.

XV.

Any provision of this Contract which imposes upon Consultant or Client an obligation after termination or expiration of this Contract will survive termination or expiration of this Contract and be binding on Consultant or Client.

XVI.

No waiver of any provision of this Contract will be deemed, or will constitute, a waiver of any other provision, whether or not similar, nor will any waiver constitute a continuing waiver. No waiver will be binding unless executed in writing by the party making the waiver.

XVII.

This Contract will be governed by and construed in accordance with the laws of the State of Texas.

XVIII.

Any dispute between Consultant and Client related to this contract which is not resolved through informal discussion will be submitted to a mutually agreeable mediation service or provider. The parties to the mediation shall bear the mediation costs equally. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

XIX.

The party who prevails in any legal proceeding related to this contract is entitled to recover reasonable attorney fees and all costs of such proceeding.

XX.

Consultant and Client, each after consultation with an attorney of its own selection (which counsel was not directly or indirectly identified, suggested, or selected by the other party), both voluntarily waive a trial by jury of any issue arising in an action or proceeding between the parties or their successors, under or connected with this contract or its provisions. Consultant and Client acknowledge to each other that Consultant and Client are not in significantly disparate bargaining positions.

PUBLIC MANAGEMENT
P.O. BOX 1827
CLEVELAND, TEXAS 77328-1827

____
PATRICK K. WILTSHIRE
President/CEO

Client

____
Chief Elected Official

ATTEST:

____

ATTACHMENT I
WORK AUTHORIZATION

For work associated to ____ and in consideration of the foregoing, Client agrees to pay Consultant a fee not to exceed:

____ ($__________) for
Application Preparation Services

____ ($__________) for
Grant Administration Services

Application Preparation

Applications for Acquisition or Elevation of Homes..	$__________
Applications for Minor Flood Control Projects..	$__________
Total:	$__________

Grant Administration

Preliminary Administrative Requirements...	$__________
Environmental Review...	$__________
Start of Construction...	$__________
Construction Completion..	$__________
Close-Out...	$__________
Total:	$__________

CLIENT

____
PATRICK K. WILTSHIRE
President/CEO

____
Chief Elected Official

ATTEST:

____

ATTACHMENT II
TERMS AND CONDITIONS

I.

Equal Employment Opportunity

During the performance of this Contract, Consultant 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 employees 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.

II.

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.

III.

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.

IV.

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.

V.

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.

VI.

"Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Limited to contracts greater than $100,000)

a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development 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 135, 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 135 regulations.

c) The Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, 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 135. 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 135.

e) 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 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

f) Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.

g) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

VII.

Section 503 of the Rehabilitation Act (the "Act") - Handicapped Affirmative Action for Handicapped Workers

a) Consultant will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Consultant agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising layoff or termination rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b) Consultant agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

c) In the event of Consultant's non-compliance with requirements of this clause, actions for non-compliance may be taken in accordance with rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

d) Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

e) Consultant will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

f) Consultant will include the provisions of this clause in every subcontract or purchase order of $2,500 or more unless exempted by rules, regulations, or orders of the Secretary Issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

VIII.

Interest of Members of Client

No member of the governing body of Client and no other officer, employee, or agent of Client who exercises any functions or responsibilities in connection with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract and Consultant shall take reasonably appropriate steps to assure compliance.

IX.

Interest of Other Local Public Officials

No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connections with the planning and carrying out of the Program, shall have any personal financial interest, direct or indirect, in this Contract; and Consultant shall take appropriate steps to assure compliance.

X.

Interest of Consultant and Employees

Consultant covenants that he presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Contract, no person having any such interest shall be employed.

XI.

Debarment and Suspension (Executive Orders 12549 and 12689)

The Consultant 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 Consultant. The Consultant 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."

XII.

Copyrights and Rights in Data

HUD has no regulations pertaining to copyrights or rights in data as provided in 24 CFR 85.36. HUD requirements, Article 45 of the General Conditions to the Contract for Construction (form HUD-5370) requires that contractors pay all royalties and license fees. All drawings and specifications prepared by the Design Professional pursuant to this contract will identify any applicable patents to enable the general contractor to fulfill the requirements of the construction contract.

XIII.

Clean Air and Water.
(Applicable to contracts in excess of $100,000)

Due to 24 CFR 85.36(i)(12) and federal law, the Design Professional shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857h-4 transferred to 42 USC § 7607, section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), on all contracts, subcontracts, and sub grants of amounts in excess of $100,000.

XIV.

Energy Efficiency

Pursuant to Federal regulations (24 C.F.R 85.36(i)(13)) and Federal law, except when working on an Indian housing authority Project on an Indian reservation, the Design Professional shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163 codified at 42 U.S.C.A. § 6321 et. seq.).

XV.

Retention and Inspection of Records

Pursuant to 24 CFR 85.26(i)(10) and (11), access shall be given by the Design Professional to the Owner, HUD, the Comptroller General of the United States, or any of their duly authorized representatives, to any books, documents, papers, and records of the Design Professional which are directly pertinent to that specific Contract for the purpose of making an audit, examination, excerpts, and transcriptions. All required records shall be retained for three years after the Owner or Design Professional and other sub grantees make final payments and all other pending matters are closed.

Spring Valley Village
City Council
Agenda Item Data Sheet

MEETING DATE:	December 11, 2018
TOPIC:	**CONDUCT A PUBLIC HEARING CONCERNING:** **A PRELIMINARY AND FINAL RE-PLAT OF SPRING OAKS SECTION 3, PARTIAL RE-PLAT NO. 2, A PLOT CONTAINING .3067 ACRES OF LAND, SITUATED IN DWELLING DISTRICT "A", CITY OF SPRING VALLEY VILLAGE, HARRIS COUNTY, TEXAS, BEARING THE ADDRESS OF 8324 MERLIN DRIVE.**
BACKGROUND:	Christopher and Leslie Cuzick own the property located at 8324 Merlin, and they are requesting this re-plat for the purpose of combining Lot 281 with 10 feet of Lot 282 that they currently own. The person they purchased the property from had added the additional ten feet when they built the home in the 1950s. The proposed Lot 1 will be 80 feet wide and 173 feet deep with a total of 13,840 square feet and will meet the subdivision ordinance regarding lot size, width and depth. There is no homeowners' association in this area. A question was asked at the Planning and Zoning meeting if approval of the requested re-plat would create a non-conforming lot next door, <u>and it does not</u>. While the two lots to the west of this lot do not meet the minimum lot width of 60 feet and therefore are nonconforming lots, the nonconforming lots were created back in the 1950s when the prior property owner purchased the additional ten feet. The requested re-plat essentially cleans up the actions that were taken previously. Additionally, there is no change in ownership associated with the requested re-plat.
RECOMMENDATION:	Not applicable.
ATTACHMENTS:	• Plat/General Plan Submittal Application and Supporting Documents Submitted by Donna Eckels with Pro-Surv Surveying on Behalf of Christopher and Leslie Cuzick • Published Notice of Public Hearing • Notice of Public Hearing Letters and Mailing Labels for Property Owners Within 200 Feet of Property
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# __________ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_______ from Acct/Project# __________ will be transferred to Acct/Project# __________ ☐ $_______ from unassigned fund balance will be used and

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

added to Acct/Project# ___________ ☐ $_______ will be added to Revenue Acct# __-____ and $_______ added to Expenditure Acct/Project# ___________	
FINANCE VERIFICATION OF FUNDING:	
SUBMITTING STAFF MEMBER: Oscar Arevalo, Building Official	**CITY ADMINISTRATOR APPROVAL:**

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

STATE OF TEXAS
COUNTY OF HARRIS

We, Christopher Timothy Cuzick and Leslie Medley Cuzick, Owner, hereinafter referred to as Owners of the 0.3067 acre tract described in the above and foregoing Final Plat of SPRING OAKS, SECTION 3, PARTIAL REPLAT NO. 2, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat, and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do hereby dedicate to the use of the public for public utility purpose forever an unobstructed aerial easement five feet (5' 0") in width from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to all public utility easements as shown hereon.

FURTHER, Owners hereby declare that all the parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road, alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Spring Valley Village, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting, and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, the owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions.

WITNESS our hand in the city of Houston, Texas, this __________day of ________________________, 2018.

By:________________________ Christopher Timothy Cuzick, Owner

By:________________________ Leslie Medley Cuzick , Owner

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Christopher Timothy Cuzick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that one executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _______ day of ___________, 2018.

____
Notary Public in and for the State of Texas

Name________________________________

My Commission Expires:_______________

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Leslie Medley Cuzick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that one executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _______ day of ___________, 2018.

____
Notary Public in and for the State of Texas

Name:______________________________

My Commission Expires:_________________

This is to certify that the Planning and Zoning Commission of the City of Spring Valley Village, Texas has approved this replat and subdivision of as shown hereon.

In testimony whereof, witness this official signature of the Chairman of the Planning and Zoning Commission of the City of Spring Valley Village, Texas, this _____ day of ___________________ 20___.

By: ____
W.K. (Trey) Hoffman, Chairman
Planning and Zoning Commission
City of Spring Valley Village, Texas

This is to certify that the City Council of the City of Spring Valley Village, Texas has approved this replat and subdivision of ________________________________ as shown hereon.

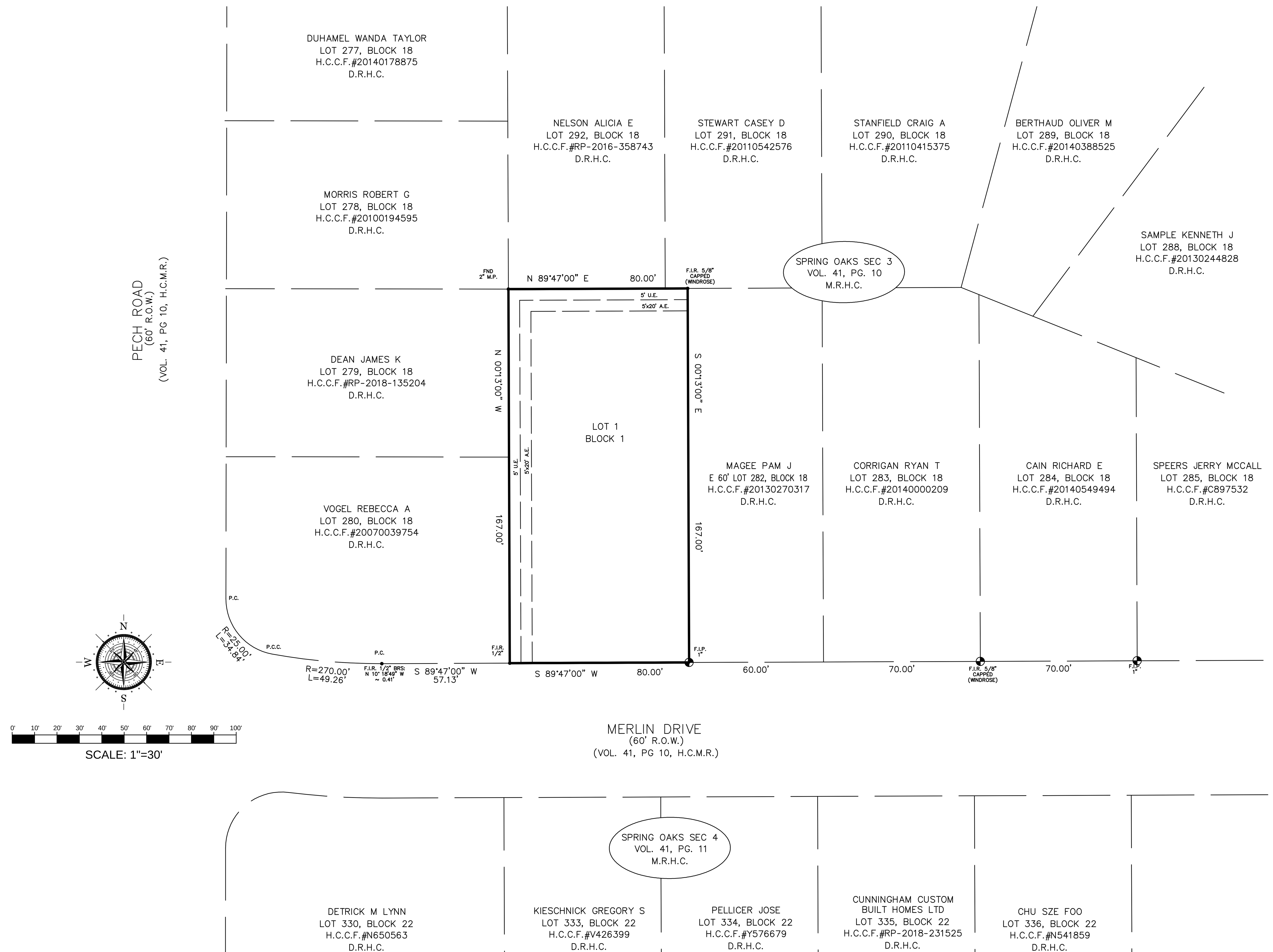
In testimony whereof, witness this official signature of the mayor of the City of Spring Valley Village, Texas, this _____ day of _________________ 20___.

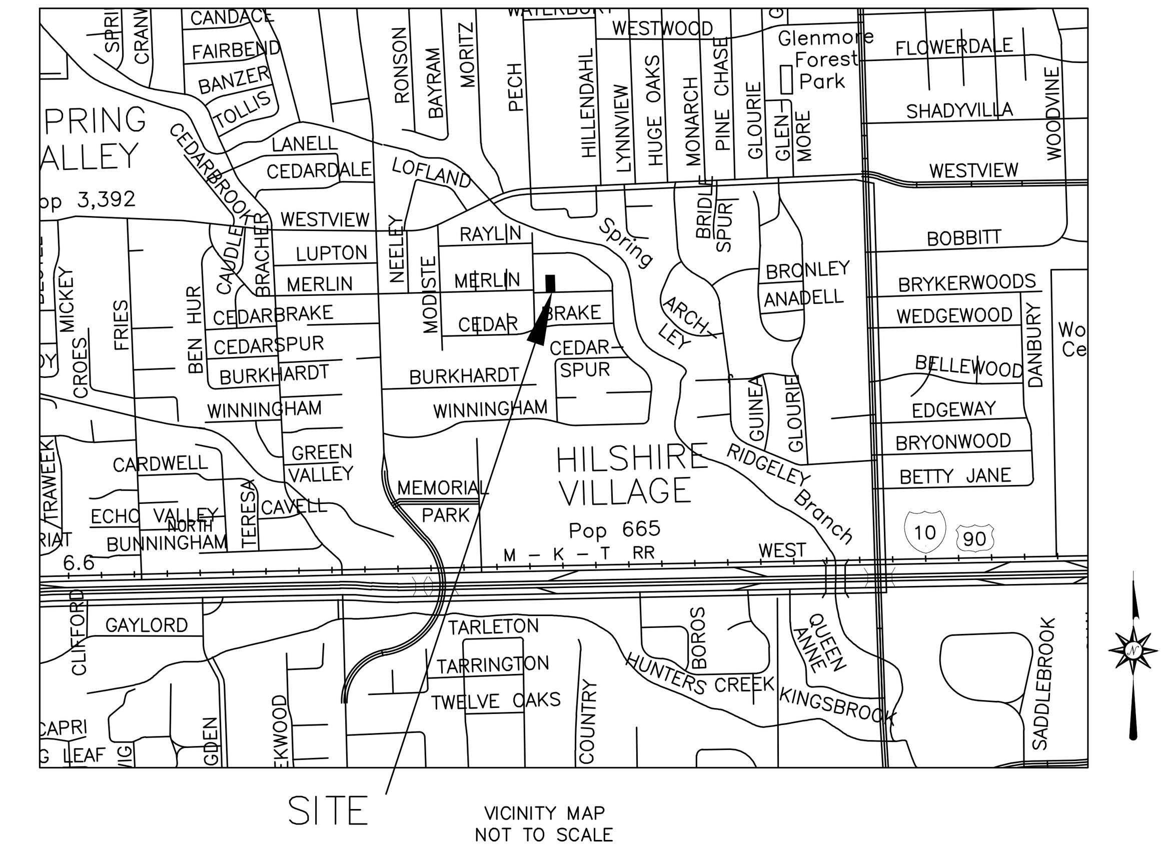
____
Tom S. Ramsey, Mayor
City of Spring Valley Village, Texas

This is to certify plans and specifications for all streets, drainage structures, sanitary sewer lines, water distribution lines and fire hydrants in the subdivision have been prepared in conformance with the standards of the City of Spring Valley Village, Texas and have been approved by me.

In testimony whereof, witness this official signature of the Public Works Director of the City of Spring Valley Village, Texas, this _____ day of ___________________ 20___.

____
Arthur Faiello
Public Works Director
City of Spring Valley Village, Texas





VICINITY MAP
NOT TO SCALE

LEGEND

= CONTROL MONUMENT
H.C.C.F. = HARRIS COUNTY CLERK'S FILE
H.C.M.R. = HARRIS COUNTY MAP RECORDS
D.R.H.C. = DEED RECORDS OF HARRIS COUNTY
R.O.W. = RIGHT OF WAY
B.L. = BUILDING LINE
U.E. = UTILITY EASEMENT
A.E. = AERIAL EASEMENT
F.I.R. = FOUND IRON ROD
F.I.P. = FOUND IRON PIPE
VOL. = VOLUME
PG. = PAGE

General Notes:

1: The bearings and coordinates shown hereon are based on Texas South Central Zone No. 4204 state plane grid coordinates (nad83); and may be brought to surface by applying the following combined scale: 0.99988247075 as needed.

2: Five-eighths inch (5/8") iron rods three feet in length are set on all perimeter boundary corners, unless otherwise noted. Block corners of street rights-of-ways have not been MONUMENTED.

3: Project Benchmark - Published Elevation - 68.31'
Floodplain reference mark 210215 is a brass disk located on the East side of the Westview Drive bridge, being approximately 0.4 miles form the intersection of Bingle Road and Westview Drive (NAVD88 2001 ADJ)
Temporary Benchmark - Elevation - 66.46'
Set 60D nail in the approximate centerline of Merlin Drive

4: According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Map No. 48201C 0665M, with the effective date of 06-09-14, the property is located entirely in zone "X" (Area determined to be within/outside of) the 100 year floodplain.

5: All floodplain information noted in the plat reflects the status per the FEMA FIRM Map that is effective at the time that the plat is recorded. Floodplain status is subject to change as FEMA FIRM Maps are updated.

6: Lot 1 Block 1 is hereby restricted to single family residential restrictions.

I, Stan Stanart, County Clerk of Harris County , do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _______________, 2018, at o'clock __.M., and duly recorded on ____________, 2018, at ______ o'clock ___.M., and at Film Code Number No. ______________ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, the day and date last above written.

____
Stan Stanart
County Clerk
of Harris County, Texas

By:________________________
Deputy

I, Toby Paul Couchman, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone

PURPOSE OF DOCUMENT: PLAT REVIEW
SURVEYOR OF RECORD: TOBY PAUL COUCHMAN
REGISTRATION #5565
RELEASE DATE: 09/07/2018

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEW OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

____
Toby Paul Couchman, RPLS
Texas Registration No. 5565

STATE OF TEXAS
COUNTY OF HARRIS

We, Whitney Bank , owner and holder of a liens against the property described in the plat known as Spring Oaks, Section Three, Partial Replat No. 2, said liens being evidenced by instrument of record in the Clerk's File No.RP-2018-154167 of the O.P.R.O.R.P. of Harris County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and we hereby confirm t owners of said liens and have not assigned the same nor any part thereof.

By:________________________________
Patricia Reynolds, Lending Officer

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeare d Patricia Reynolds, Lending Officer on behalf of Whitney Bank, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

Given under my hand and seal of office, this _______ day of ___________, 2018.

____
Notary Public in and for the State of Texas

Name________________________________

My commission expires:____________________

REPLAT OF
SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2

A SUBDIVISION OF 0.3067 ACRES OF LAND BEING LOT TWO HUNDRED EIGHT-ONE (281) AND THE WEST TEN FEET (W.10') OF TWO HUNDRED EIGHT-TWO (282), IN BLOCK EIGHTEEN (18), OF SPRING OAKS, SECTION THREE (3), A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 41, PAGE 10 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

REASON FOR REPLAT:
TO COMBINE LOT 281 AND THE WEST 10 FEET OF LOT 282
INTO ONE SINGLE FAMILY RESIDENTIAL LOT

1 LOT 1 BLOCK

SEPTEMBER 2018

PRO-SURV
SURVEYING & MAPPING SERVICES
EMAIL: orders@prosurv.net
T.B.P.L.S. FIRM #10119300
P.O. BOX 1366
FRIENDSWOOD,TX 77549
PH.281.996.1113

OWNER
CHRISTOPHER TIMOTHY CUZICK
LESLIE MEDLEY CUZICK
8750 TURNIFF STREET
HOUSTON, TX 77055
281-773-3190

DIVIDER PAGE

EST. 1955
SPRING VALLEY
VILLAGE

CITY OF SPRING VALLEY VILLAGE

Plat / General Plan Submittal Application

(Please type or print legibly)

Fees: Plat or Replat Application - $500
Specific Use Permit Application - $500
Planned Area Development District (PADD) Application - $7,000
Amendment to Planned Area Development District (PADD) Application - $1,000

Submittal Requirements Checklist:

Fifteen (15) packets, each one shall include all of the items listed below:

✓ Application
✓ Letter stating the applicant=s reasons for request, the type of request, and other pertinent information
✓ Letter from property owner
✓ Metes and bounds of the site and county slide number of plat (if recorded)
✓ Scale drawings, on 24" x 36" paper (1@ = 100=), blue line/black line copies of plat, re-plat or amending plat, and a vicinity/key map
✓ A pdf of the entire packet submitted to secretary@springvalleytx.com
✓ CPL - Proof of ownership

Subdivision / Development Name: Spring Oaks Section 3, Partial Replat No 2.

Geographical Location: 8324 Medin Dr. West of Leafy LN + East of Pech Rd.
(List specific address, major streets, bayous, creeks, and adjacent subdivisions)

Survey/Abstract No.: N/A

Submittal Type:
✓ Preliminary Plat
✓ Final Plat
___ Amending Plat
___ Preliminary Replat
___ Final Replat
___ Specific Use Permit
___ Specific Use Permit Amendment

Reason for Replat or Amending Plat:
Combine Lot 281 + 10' of Lot 282 Into 1 Platted Lot for Single family Construction

Type of Plat:
✓ Single Family Residential
___ Zero Lot Line Patio Homes
___ Planned Area Development District
___ Planned Area Development
___ Amendment to Planned Area Development

Plat/PADD Data:

Total Acreage: 0.3067 Typical Lot Size: 80' X 167'

Number Lots: 1 Number of Streets: 0

Numbers and Types of Reserves: 0 Total Acres in Reserve: 0

Zoning District: Dwelling District A

Applicant: PRO-SURV Surveying & Mapping

Contact Name: DONNA ECKELS

Address: P.O. BOX 1366, Friendswood, TEXAS 77549

Phone: 281-996-1113 Fax: 281-996-0112

Email: donna@prosurv.NET

Owner: Christopher and Leslie Cuzick

Contact Name: Christopher Cuzick

Address: 8750 Turniff STREET, HOUSTON, TX 77055

Phone: 281-773-3190 Fax: N/A

Email: c+cuzick@yahoo.com

Engineer or Planner: ______

Contact Name: ______

Address: ______

Phone: ______ Fax: ______

Email: ______

Authorization:

My signature below certifies that I am authorized to submit this application and that the information on the application is COMPLETE, TRUE, and CORRECT. **Furthermore, I understand that, in accordance with Chapter 9, Article 9.303 of the Spring Valley Village Code of Ordinances, I am responsible for <u>all</u> engineering fees incurred by the City.**

Donna Eckels 9/14/18

Applicant's Signature **Date**

PLAT SUBMITTAL LETTER

September 6, 2018

City of Spring Valley Village
City Hall
Attn: Planning and Zoning
1025 Campbell Road
Houston, Texas77055

From: Donna Eckels
PRO-SURV Surveying and Mapping

RE: Prelim / Final Plat Request for Spring Oaks, Section 3, Partial Replat No 2

Please accept the attached as our Formal Submittal for the Prelim and Final Plat for the Property located at 8324 Merlin Street. The Property owners, Christopher Timothy Cuzick and Leslie Medley CuzicK desire to create a Single Family Residential Lot.

And note the Contacts for the project following:

Applicant:

PRO-SURV
Attn: Donna Eckels
PO Box 1366
Friendswood, TX 77549
281-996-1113
donna@prosurv.net

Owners:

Christopher Timothy Cuzick
Leslie Medley CuzicK
8750 Turniff Street
Houston, Texas 77055
281-773-3190

Please contact me if any additional Information is needed.

Sincerely,

Donna Eckels

Donna Eckels
Plat Coordinator

Letter of Authorization

From: Christopher Timothy Cuzick and Leslie Medley CuzicK
8750 Turniff Street
Houston, Texas 77055

To Whom It May Concern:

The undersigned, Christopher Timothy Cuzick and Leslie Medley CuzicK, the owners of record of the property depicted in the proposed Plat of, Spring Oaks, Section 3, Partial Replat No 2, do Hereby give my Authorization for PRO-SURV Surveying and Mapping to act on my behalf to submit for review and ultimately recording upon final approvals, a plat (whether a single submittal or multiple submittals if necessary) within the corporate limits of the City of Spring Valley Village, Harris County, Texas.

By: ______________________
Christopher Timothy Cuzick

By: ______________________
Leslie Medley CuzicK

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Christopher Timothy Cuzick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

Given under my hand and seal of office, this 13 day of September, 2018.

DONNA L. ECKELS
Notary Public, State of Texas
Comm. Expires 05-26-2020
Notary ID 130679032

____
Notary Public in and for the State of Texas

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared Leslie Medley CuzicK, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

Given under my hand and seal of office, this 13 day of September, 2018.

DONNA L. ECKELS
Notary Public, State of Texas
Comm. Expires 05-26-2020
Notary ID 130679032

____
Notary Public in and for the State of Texa

Texas American Title Company
Title Department
2000 Bering Drive, Suite 1000
Houston, Texas 77057
713-988-9999

City Planning Letter

GF Number: 2791018-13680

Date: August 3, 2018

To: Planning and Zoning
Spring Valley Village City Hall
1025 Campbell Road
Houston, Texas 77055

Texas American Title Company ("Title Company") certifies that a diligent search of the real property records of Texas American Title Company's title plant has been made, as to the herein described property, and as of 8:00 AM on the 29th day of July, 2018, we find the following:

Property Description:

Lot Two Hundred Eighty-one (281) and the West Ten feet (W. 10') of Lot Two Hundred Eighty-two (282), in Block Eighteen (18), of Spring Oaks, Section Three (3), a subdivision in Harris County, Texas according to the map or plat thereof, recorded in Volume 41, Page 10 of the Map Records of Harris County, Texas.

Owner(s) of Record:

Christopher Timothy Cuzick and Leslie Medley Cuzick (by Warranty Deed filed for record under Harris County Clerk's File No. RP-2018-154166)

Deed Restrictions:

Those as set forth by instrument(s) filed for record under Volume 41, Page 10 of the Map Records, under Volume 2589, Page 234 of the Deed Records and under County Clerk's File No(s). V621134, 20070016227 and 20100005617, all in Harris County, Texas.

Easements and other encumbrances:

a) Building set-back line(s) 25 feet in width along the south property line(s), as shown by the plat of Spring Oaks, Section Three (3), recorded in Volume 41, Page 10 of the Map Records of Harris County, Texas.

b) Utility easement(s) 5 feet in width along the north and west property line(s), together with an unobstructed aerial easement, adjoining thereto 5 feet wide from a plane 20 feet above the ground upward, as shown by the plat of Spring Oaks, Section Three (3), recorded in Volume 41, Page 10 of the Map Records of Harris County, Texas.

Lien Holder(s):

1) Whitney Bank, by virtue of that certain Deed of Trust filed for record under Harris County Clerk's File No. RP-2018-154167.

Texas American Title Company
Title Department
2000 Bering Drive, Suite 1000
Houston, Texas 77057
713-988-9999

No examination has been made as to abstracts of judgments; state or federal tax liens, the status of taxes, tax suits or paving assessments.

This letter is issued for the use of, and shall inure to the benefit of PLATTING. The liability of the Title Company, Texas American Title Company, for mistakes or errors in this letter is hereby limited to the cost of said letter.

This letter is issued with the express understanding, evidenced by the acceptance thereof, that the Title Company does not intend to give or express any opinion as to the validity or effect of the instruments listed, and this letter is neither a guaranty nor a warranty of title.

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein, and may not be given to or used by any third party. Texas American Title Company assumes no liability whatsoever for the accuracy of this report or for any omissions or errors with respect hereto. You agree to release, indemnify, and hold harmless Texas American Title Company of any negligence by them (whether sole, joint or otherwise) for any claim, loss, liability or damages arising out of this report.

This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

Caution: Texas American Title Company assumes no liability for errors or omissions in this report or for verbal statements. This is a copy of a preliminary report made for use of Texas American Title Company only, to determine whether a title insurance policy can be issued. If a copy is furnished to the parties involved in the transaction, it is to facilitate preparation of the necessary instruments, to point out curative requirements (if any) and to show the results of the company's title search (upon which only the company may rely).

None of the information contained herein, or the absence of other information, constitutes a representation to any party, other than the company, as to the status of title. If a title defect or encumbrance should exist which is not disclosed herein, the company shall not be liable by reason of furnishing the report or for any verbal statements related thereto. The company shall not be liable for any title defect unless a title insurance policy is issued insuring against such defect. The applicable premium paid and the company's liability shall exist only under the terms of its policy (as prescribed by the state board of insurance) and is measured and limited thereby.

Notice: Texas American Title Company disclaims any warranties, expressed or implied, concerning the information. This information is solely for the use of the party requesting it and no one else. Texas American Title Company liability for errors and/or omissions in this information is limited to the amount paid for this report. By accepting this form, the party requesting the information agrees that the disclaimer of warranties and liability limitation contained in this paragraph is a part of its contract with Texas American Title Company and will cover all actions arising by statute, in contract, or in tort.

Texas American Title Company

Darrell Stone

Darrell Stone
Title Examiner

STATE OF TEXAS
COUNTY OF HARRIS

We, Christopher Timothy Cuzick and Leslie Medley Cuzick, Owner, hereinafter referred to as Owners of the 0.3067 acre tract described in the above and foregoing Final Plat of SPRING OAKS, SECTION 3, PARTIAL REPLAT NO. 2, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat, and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do hereby dedicate to the use of the public for public utility purpose forever an unobstructed aerial easement five feet (5' 0") in width from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to all public utility easements as shown hereon.

FURTHER, Owners hereby declare that all the parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road, alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Spring Valley Village, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting, and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, the owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions.

WITNESS our hand in the city of Houston, Texas, this __________day of ________________________, 2018.

By:_______________________ By:_______________________
Christopher Timothy Cuzick, Owner Leslie Medley Cuzick , Owner

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Christopher Timothy Cuzick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that one executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _______ day of ___________, 2018.

____
Notary Public in and for the State of Texas

Name_____________________________

My Commission Expires:_______________

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Leslie Medley Cuzick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that one executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _______ day of ___________, 2018.

____
Notary Public in and for the State of Texas

Name:_____________________________

My Commission Expires:_________________

This is to certify that the Planning and Zoning Commission of the City of Spring Valley Village, Texas has approved this replat and subdivision of as shown hereon.

In testimony whereof, witness this official signature of the Chairman of the Planning and Zoning Commission of the City of Spring Valley Village, Texas, this _____ day of __________________ 20___.

By: ____________________________________
W.K. (Trey) Hoffman, Chairman
Planning and Zoning Commission
City of Spring Valley Village, Texas

This is to certify that the City Council of the City of Spring Valley Village, Texas has approved this replat and subdivision of ________________________________ as shown hereon.

In testimony whereof, witness this official signature of the mayor of the City of Spring Valley Village, Texas, this _____ day of _________________ 20___.

____
Tom S. Ramsey, Mayor
City of Spring Valley Village, Texas

This is to certify plans and specifications for all streets, drainage structures, sanitary sewer lines, water distribution lines and fire hydrants in the subdivision have been prepared in conformance with the standards of the City of Spring Valley Village, Texas and have been approved by me.

In testimony whereof, witness this official signature of the Public Works Director of the City of Spring Valley Village, Texas, this _____ day of __________________ 20___.

____
Arthur Faiello
Public Works Director
City of Spring Valley Village, Texas

I, Stan Stanart, County Clerk of Harris County , do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on ______________, 2018, at o'clock __.M., and duly recorded on ____________, 2018, at ______ o'clock ___.M., and at Film Code Number No. ______________ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, the day and date last above written.

____
Stan Stanart
County Clerk
of Harris County, Texas

By:_______________________
Deputy

I, Toby Paul Couchman, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone

PURPOSE OF DOCUMENT: PLAT REVIEW
SURVEYOR OF RECORD: TOBY PAUL COUCHMAN
REGISTRATION #5565
RELEASE DATE: 09/07/2018

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEW OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

____
Toby Paul Couchman, RPLS
Texas Registration No. 5565

STATE OF TEXAS
COUNTY OF HARRIS

We, Whitney Bank , owner and holder of a liens against the property described in the plat known as Spring Oaks, Section Three, Partial Replat No. 2, said liens being evidenced by instrument of record in the Clerk's File No.RP-2018-154167 of the O.P.R.O.R.P. of Harris County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and we hereby confirm t owners of said liens and have not assigned the same nor any part thereof.

By:_____________________________
Patricia Reynolds, Lending Officer

STATE OF TEXAS
COUNTY OF HARRIS

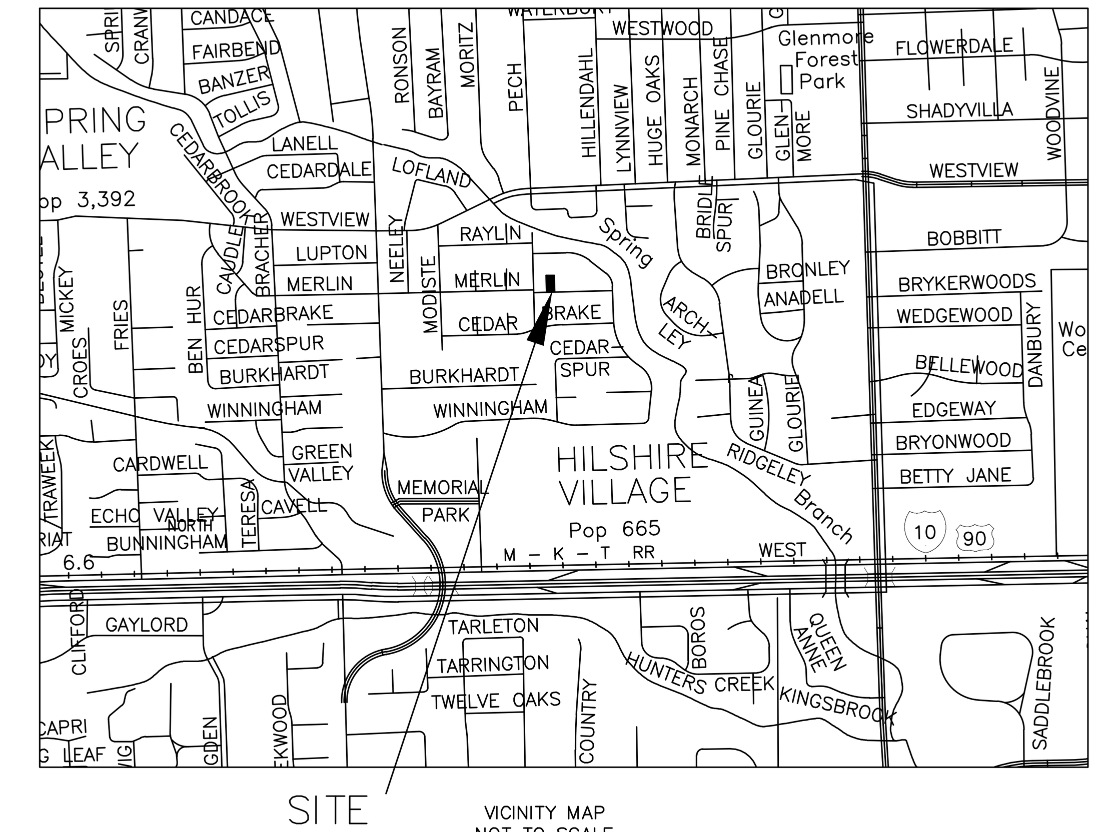
Before me, the undersigned authority, on this day personally appeare d Patricia Reynolds, Lending Officer on behalf of Whitney Bank, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

Given under my hand and seal of office, this _______ day of ___________, 2018.

____
Notary Public in and for the State of Texas

Name_____________________________

My commission expires:____________________



VICINITY MAP
NOT TO SCALE

LEGEND

= CONTROL MONUMENT
H.C.C.F. = HARRIS COUNTY CLERK'S FILE
H.C.M.R. = HARRIS COUNTY MAP RECORDS
D.R.H.C. = DEED RECORDS OF HARRIS COUNTY
R.O.W. = RIGHT OF WAY
B.L. = BUILDING LINE
U.E. = UTILITY EASEMENT
A.E. = AERIAL EASEMENT
F.I.R. = FOUND IRON ROD
F.I.P. = FOUND IRON PIPE
VOL. = VOLUME
PG. = PAGE

General Notes:

1: The bearings and coordinates shown hereon are based on Texas South Central Zone No. 4204 state plane grid coordinates (nad83); and may be brought to surface by applying the following combined scale: 0.99988247075 as needed.

2: Five-eighths inch (5/8") iron rods three feet in length are set on all perimeter boundary corners, unless otherwise noted. Block corners of street rights-of-ways have not been MONUMENTED.

3: Project Benchmark - Published Elevation - 68.31'
Floodplain reference mark 210215 is a brass disk located on the East side of the Westview Drive bridge, being approximately 0.4 miles form the intersection of Bingle Road and Westview Drive (NAVD88 2001 ADJ)
Temporary Benchmark - Elevation - 66.46'
Set 60D nail in the approximate centerline of Merlin Drive

4: According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Map No. 48201C 0665M, with the effective date of 06-09-14, the property is located entirely in zone "X" (Area determined to be within/outside of) the 100 year floodplain.

5: All floodplain information noted in the plat reflects the status per the FEMA FIRM Map that is effective at the time that the plat is recorded. Floodplain status is subject to change as FEMA FIRM Maps are updated.

6: Lot 1 Block 1 is hereby restricted to single family residential restrictions.

REPLAT OF
SPRING OAKS SECTION 3 PARTIAL REPLAT NO 2

A SUBDIVISION OF 0.3067 ACRES OF LAND BEING LOT TWO HUNDRED EIGHT-ONE (281) AND THE WEST TEN FEET (W.10') OF TWO HUNDRED EIGHT-TWO (282), IN BLOCK EIGHTEEN (18), OF SPRING OAKS, SECTION THREE (3), A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 41, PAGE 10 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

REASON FOR REPLAT:
TO COMBINE LOT 281 AND THE WEST 10 FEET OF LOT 282
INTO ONE SINGLE FAMILY RESIDENTIAL LOT

1 LOT 1 BLOCK

SEPTEMBER 2018

PRO-SURV
SURVEYING & MAPPING SERVICES
EMAIL: orders@prosurv.net
T.B.P.L.S. FIRM #10119300
P.O. BOX 1366
FRIENDSWOOD,TX 77549
PH.281.996.1113

OWNER
CHRISTOPHER TIMOTHY CUZICK
LESLIE MEDLEY CUZICK
8750 TURNIFF STREET
HOUSTON, TX 77055
281-773-3190

DIVIDER PAGE

PUBLIC NOTICE
CITY OF SPRING VALLEY VILLAGE, TEXAS
NOTICE OF PUBLIC HEARING

Notice Is Hereby Given To Hear Comments And Testimony Regarding The Following:

A PRELIMINARY AND FINAL RE-PLAT OF SPRING OAKS SECTION 3, PARTIAL REPLAT NO. 2, A PLOT CONTAINING 0.3067 ACRES OF LAND, SITUATED IN DWELLING DISTRICT ‘A’, CITY OF SPRING VALLEY VILLAGE, HARRIS COUNTY, TEXAS BEARING THE ADDRESS OF 8324 MERLIN DRIVE.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Monday, November 12, 2018
Time: 7:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, December 11, 2018
Time: 6:00 p.m.
Location: Council Chambers
Spring Valley Village City Hall
1025 Campbell Road
Houston, TX 77055

For additional information regarding these public hearings, please contact the Building Official, Oscar Arevalo, at (713) 465-8308.

DIVIDER PAGE

EST. 1955
SPRING VALLEY
VILLAGE

October 17, 2018

Dear Property Owner:

Notice Is Hereby Given To Hear Comments And Testimony Regarding The Following:

A Preliminary and Final Re-Plat of Spring Oaks Section 3, Partial Replat No. 2, A Plot Containing 0.3067 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 8324 Merlin Drive.

The **Planning and Zoning Commission** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Monday, November 12, 2018
Time: 7:00 p.m.
Location: Council Chambers of Spring Valley Village City Hall, 1025 Campbell Road

The **City Council** of the City of Spring Valley Village will hold a public hearing regarding this request to provide all interested parties the right to appear and request information on:

Date: Tuesday, December 11, 2018
Time: 6:00 p.m.
Location: Council Chambers of Spring Valley Village City Hall, 1025 Campbell Road

This notice is being sent to you as current property records indicate that you own property in close proximity to 8324 Merlin Drive. All interested parties are invited to attend both public hearings and will have the opportunity to be heard. For further information, you may contact me directly at (832) 910-8576 or rbenitez@springvalleytx.com.

Sincerely,

Roxanne Benitez

Roxanne Benitez, TRMC, CPM, CCC II
City Secretary

1025 CAMPBELL ROAD • HOUSTON, TEXAS 77055-7495
(713) 465-8308 • FAX (713) 461-7969 • www.springvalleytx.com

David & Donna Donat
8334 Leafy Lane
Houston, Texas 77055

Casey & Stacy Stewart
8337 Leafy Lane
Houston, Texas 77055

Scott Clingman
8338 Leafy Lane
Houston, Texas 77055

Current Owner
8341 Leafy Lane
Houston, Texas 77055

Chantal Froehlich
8342 Leafy Lane
Houston, Texas 77055

Farhad Shirazian
8346 Leafy Lane
Houston, Texas 77055

Kathleen & Patrick Johnston
8350 Leafy Lane
Houston, Texas 77055

Craig & Sarah Stanfield
8329 Leafy Lane
Houston, Texas 77055

Kenneth & Walterine Sample
8319 Leafy Lane
Houston, Texas 77055

Oliver & Sabine Berthaud
8323 Leafy Lane
Houston, Texas 77055

James & Kristen Dean
1314 Pech Road
Houston, Texas 77055

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
1314 PECH ROAD
HOUSTON, TEXAS 77055

James & Kristen Dean
8733 Banzer Street
Houston, Texas 77055

Martha & Nathan Boudreaux
1315 Pech Road
Houston, Texas 77055

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
1315 PECH ROAD
HOUSTON, TEXAS 77055

Martha & Nathan Boudreaux
322 Grandview Terrace
Houston, Texas 77007

Joe & Audrey Buchanan
1317 Pech Road
Houston, Texas 77055

Robert & Paula Morris
1318 Pech Road
Houston, Texas 77055

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
1318 PECH ROAD
HOUSTON, TEXAS 77055

Robert & Paula Morris
1257 Archley Drive
Houston, Texas 77055

Bryan & Lindsay Bruner
1319 Pech Road
Houston, Texas 77055

Current Owner
1320 Pech Road
Houston, Texas 77055

Michael & Joan Evans
1309 Pech Road
Houston, Texas 77055

Kevin & Kristen Robbins
1304 Pech Road
Houston, Texas 77055

Lynn Detrick & Harvey Marks
1306 Pech Road
Houston, Texas 77055

Frank & Leslie Dragna
8322 Cedarbrake Drive
Houston, Texas 77055

Robert & Ruth Kretschmer
8328 Cedarbrake Drive
Houston, Texas 77055

Ruth K. Chaddick
8330 Cedarbrake Drive
Houston, Texas 77055

Jerry Speers
8310 Merlin Drive
Houston, Texas 77055

Hal Kuntz II
8313 Merlin Drive
Houston, Texas 77055

label size 1" x 2 5/8" compatible with Avery ®5160/8160
Étiquette de format 25 mm x 67 mm compatible avec Avery ®5160/8160

Richard Cain
8316 Merlin Drive
Houston, Texas 77055

Sze Foo Chu
8317 Merlin Drive
Houston, Texas 77055

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
8317 MERLIN DRIVE
HOUSTON, TEXAS 77055

Sze Foo Chu
13038 Taylorcrest Road
Houston, Texas 77079

Ryan & Teresa Corrigan
8320 Merlin Drive
Houston, Texas 77055

Cunningham Custom Built Homes
8321 Merlin Drive
Houston, Texas 77055

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
8321 MERLIN DRIVE
HOUSTON, TEXAS 77055

Cunningham Custom Built Homes
1222 Antoine Drive
Houston, Texas 77055

Current Owner
8322 Merlin Drive
Houston, Texas 77055

Christopher & Leslie Kruzick
8324 Merlin Drive
Houston, Texas 77055

THIS NOTICE IS IN REGARDS
TO YOUR PROPERTY AT:
8324 MERLIN DRIVE
HOUSTON, TEXAS 77055

Christopher & Leslie Kruzick
8750 Turniff Street
Houston, Texas 77055

Jose & Kathleen Pellicer
8325 Merlin Drive
Houston, Texas 77055

Gregory & Laura Kieschnick
8329 Merlin Drive
Houston, Texas 77055

Rebecca Vogel & Robert Davis
8332 Merlin Drive
Houston, Texas 77055

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	December 11, 2018
TOPIC:	**CONSIDERATION AND POSSIBLE ACTION CONCERNING:** **A PRELIMINARY AND FINAL RE-PLAT OF SPRING OAKS SECTION 3, PARTIAL RE-PLAT NO. 2, A PLOT CONTAINING .3067 ACRES OF LAND, SITUATED IN DWELLING DISTRICT "A", CITY OF SPRING VALLEY VILLAGE, HARRIS COUNTY, TEXAS BEARING THE ADDRESS OF 8324 MERLIN DRIVE.**
BACKGROUND:	In the previous agenda item, the City Council held a public hearing concerning a Preliminary and Final Re-Plat of the property located at 8324 Merlin Drive in the City of Spring Valley Village.
RECOMMENDATION:	On November 12, 2018, the Planning and Zoning Commission recommended approval of the Preliminary and Final Re-Plat.
ATTACHMENTS:	• Preliminary and Final Re-Plat of Spring Oaks Section 3, Partial Re-Plat No. 2, A Plot Containing .3067 Acres of Land, Situated in Dwelling District "A," City of Spring Valley Village, Harris County, Texas Bearing the Address of 8324 Merlin Drive • Review Comments from Doug Bradford with ARKK Engineers • Recommendation from Planning & Zoning Commission
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# ___________ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $________ from Acct/Project# ___________ will be transferred to Acct/Project# ___________ ☐ $________ from unassigned fund balance will be used and added to Acct/Project# ___________ ☐ $________ will be added to Revenue Acct# __-____ and $________ added to Expenditure Acct/Project# ___________

FINANCE VERIFICATION OF FUNDING:

SUBMITTING STAFF MEMBER: Oscar Arevalo, Building Official	**CITY ADMINISTRATOR APPROVAL:**

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

STATE OF TEXAS
COUNTY OF HARRIS

We, Christopher Timothy Cuzick and Leslie Medley Cuzick, Owner, hereinafter referred to as Owners of the 0.3067 acre tract described in the above and foregoing Final Plat of SPRING OAKS, SECTION 3, PARTIAL REPLAT NO. 2, do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions and notations on said maps or plat, and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever an unobstructed aerial easement five feet (5' 0") in width from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to all public utility easements as shown hereon.

FURTHER, Owners hereby declare that all the parcels of land designated as lots on this plat are originally intended for the construction of single family residential dwelling units thereon and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road, alley or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Spring Valley Village, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting, and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, the owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions.

WITNESS our hand in the city of Houston, Texas, this __________day of _______________________, 2018.

By:_______________________________ Christopher Timothy Cuzick, Owner

By:_______________________________ Leslie Medley Cuzick , Owner

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Christopher Timothy Cuzick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that one executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _______ day of ___________, 2018.

____
Notary Public in and for the State of Texas

Name______________________________

My Commission Expires:______________

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Leslie Medley Cuzick, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that one executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _______ day of ___________, 2018.

____
Notary Public in and for the State of Texas

Name:______________________________

My Commission Expires:________________

This is to certify that the Planning and Zoning Commission of the City of Spring Valley Village, Texas has approved this replat and subdivision of as shown hereon.

In testimony whereof, witness this official signature of the Chairman of the Planning and Zoning Commission of the City of Spring Valley Village, Texas, this _____ day of __________________ 20___.

By: ____
W.K. (Trey) Hoffman, Chairman
Planning and Zoning Commission
City of Spring Valley Village, Texas

This is to certify that the City Council of the City of Spring Valley Village, Texas has approved this replat and subdivision of ________________________________ as shown hereon.

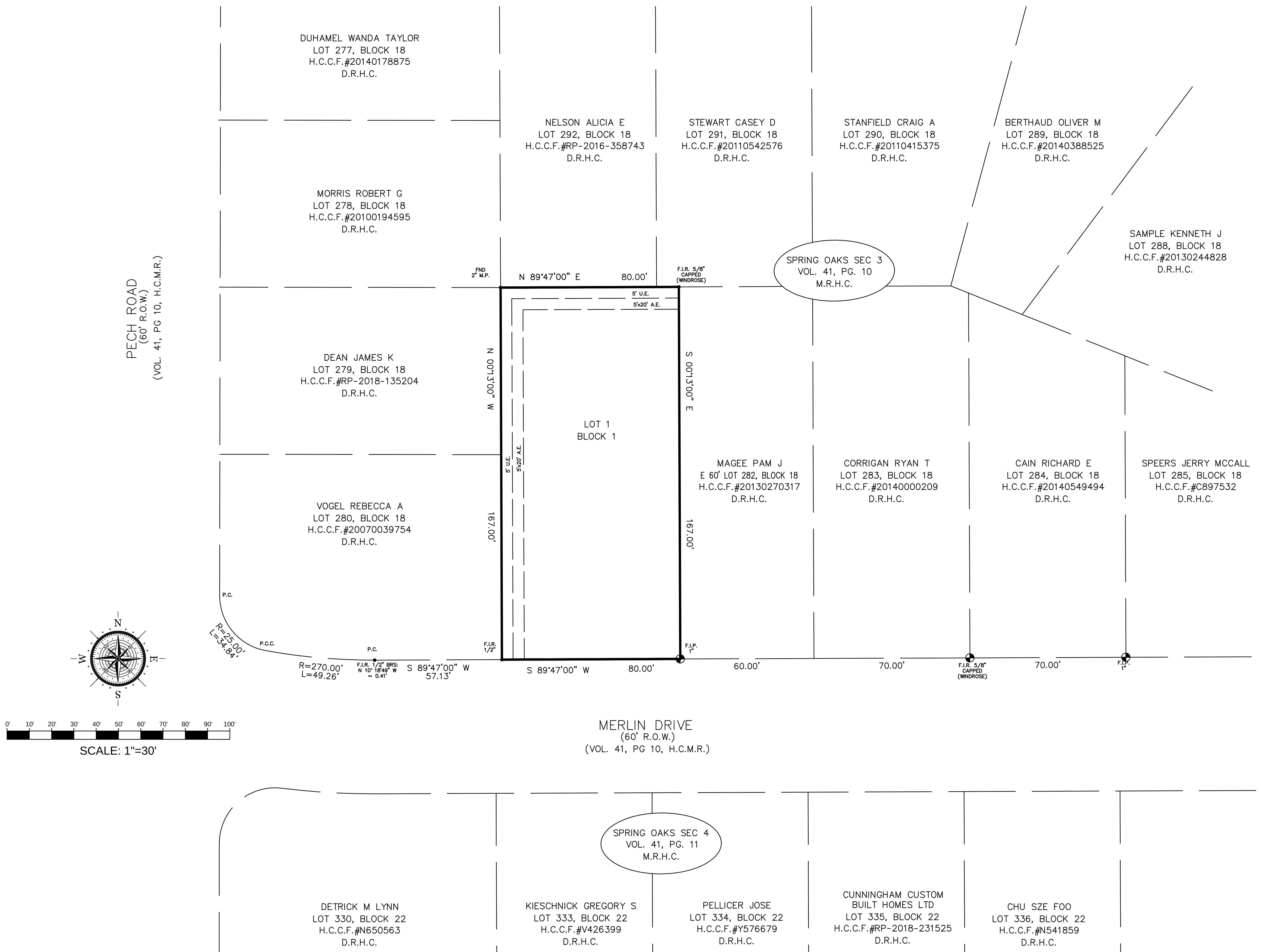
In testimony whereof, witness this official signature of the mayor of the City of Spring Valley Village, Texas, this _____ day of _________________ 20___.

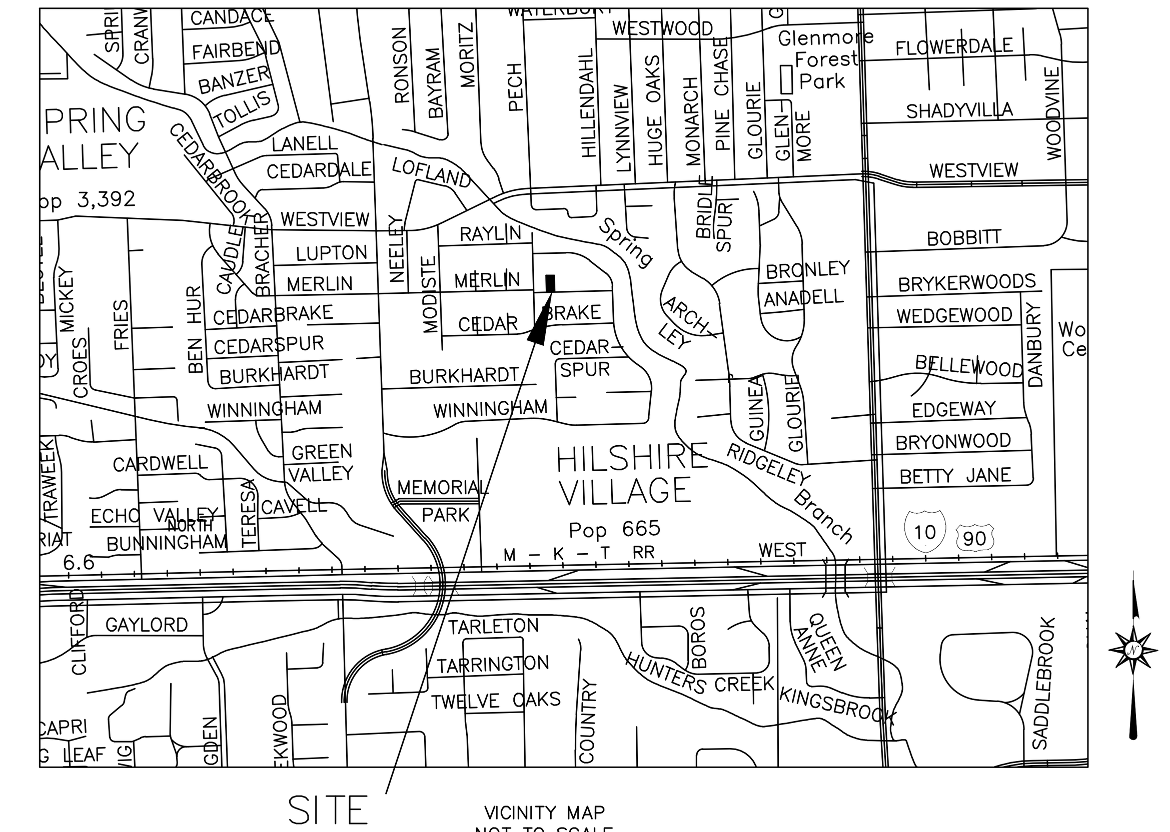
____
Tom S. Ramsey, Mayor
City of Spring Valley Village, Texas

This is to certify plans and specifications for all streets, drainage structures, sanitary sewer lines, water distribution lines and fire hydrants in the subdivision have been prepared in conformance with the standards of the City of Spring Valley Village, Texas and have been approved by me.

In testimony whereof, witness this official signature of the Public Works Director of the City of Spring Valley Village, Texas, this _____ day of __________________ 20___.

____
Arthur Faiello
Public Works Director
City of Spring Valley Village, Texas





VICINITY MAP
NOT TO SCALE

LEGEND

= CONTROL MONUMENT
H.C.C.F. = HARRIS COUNTY CLERK'S FILE
H.C.M.R. = HARRIS COUNTY MAP RECORDS
D.R.H.C. = DEED RECORDS OF HARRIS COUNTY
R.O.W. = RIGHT OF WAY
B.L. = BUILDING LINE
U.E. = UTILITY EASEMENT
A.E. = AERIAL EASEMENT
F.I.R. = FOUND IRON ROD
F.I.P. = FOUND IRON PIPE
VOL. = VOLUME
PG. = PAGE

General Notes:

1: The bearings and coordinates shown hereon are based on Texas South Central Zone No. 4204 state plane grid coordinates (nad83); and may be brought to surface by applying the following combined scale: 0.99988247075 as needed.

2: Five-eighths inch (⅝") iron rods three feet in length are set on all perimeter boundary corners, unless otherwise noted. Block corners of street rights-of-ways have not been MONUMENTED.

3: Project Benchmark - Published Elevation - 68.31'
Floodplain reference mark 210215 is a brass disk located on the East side of the Westview Drive bridge, being approximately 0.4 miles form the intersection of Bingle Road and Westview Drive (NAVD88 2001 ADJ)
Temporary Benchmark - Elevation - 66.46'
Set 60D nail in the approximate centerline of Merlin Drive

4: According to the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) Map No. 48201C 0665M, with the effective date of 06-09-14, the property is located entirely in zone "X" (Area determined to be within/outside of) the 100 year floodplain.

5: All floodplain information noted in the plat reflects the status per the FEMA FIRM Map that is effective at the time that the plat is recorded. Floodplain status is subject to change as FEMA FIRM Maps are updated.

6: Lot 1 Block 1 is hereby restricted to single family residential restrictions.

I, Stan Stanart, County Clerk of Harris County , do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on ______________, 2018, at o'clock __.M., and duly recorded on ____________, 2018, at ______ o'clock ___.M., and at Film Code Number No. _____________ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, the day and date last above written.

____
Stan Stanart
County Clerk
of Harris County, Texas

By:________________________
Deputy

I, Toby Paul Couchman, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone

PURPOSE OF DOCUMENT: PLAT REVIEW
SURVEYOR OF RECORD: TOBY PAUL COUCHMAN
REGISTRATION #5565
RELEASE DATE: 09/07/2018

"PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEW OR RELIED UPON AS A FINAL SURVEY DOCUMENT"

____
Toby Paul Couchman, RPLS
Texas Registration No. 5565

STATE OF TEXAS
COUNTY OF HARRIS

We, Whitney Bank , owner and holder of a liens against the property described in the plat known as Spring Oaks, Section Three, Partial Replat No. 2, said liens being evidenced by instrument of record in the Clerk's File No.RP-2018-154167 of the O.P.R.O.R.P. of Harris County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said subdivision plat and we hereby confirm t owners of said liens and have not assigned the same nor any part thereof.

By:______________________________
Patricia Reynolds, Lending Officer

STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeare d Patricia Reynolds, Lending Officer on behalf of Whitney Bank, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated.

Given under my hand and seal of office, this _______ day of ___________, 2018.

____
Notary Public in and for the State of Texas

Name______________________________

My commission expires:____________________

REPLAT OF
SPRING OAKS SECTION 3
PARTIAL REPLAT NO 2

A SUBDIVISION OF 0.3067 ACRES OF LAND BEING LOT TWO HUNDRED EIGHT-ONE (281) AND THE WEST TEN FEET (W.10') OF TWO HUNDRED EIGHT-TWO (282), IN BLOCK EIGHTEEN (18), OF SPRING OAKS, SECTION THREE (3), A SUBDIVISION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 41, PAGE 10 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

REASON FOR REPLAT:
TO COMBINE LOT 281 AND THE WEST 10 FEET OF LOT 282
INTO ONE SINGLE FAMILY RESIDENTIAL LOT

1 LOT 1 BLOCK

SEPTEMBER 2018

PRO-SURV
SURVEYING & MAPPING SERVICES
EMAIL: orders@prosurv.net
T.B.P.L.S. FIRM #10119300
P.O. BOX 1366
FRIENDSWOOD,TX 77549
PH.281.996.1113

OWNER
CHRISTOPHER TIMOTHY CUZICK
LESLIE MEDLEY CUZICK
8750 TURNIFF STREET
HOUSTON, TX 77055
281-773-3190

DIVIDER PAGE

ARKK ENGINEERS

September 27, 2018

Mr. Oscar Arevalo
Building Official
City of Spring Valley Village
1025 Campbell Road
Spring Valley Village, Texas 77055

Re: Preliminary & Final Re-Plat Review
Spring Oaks Section 3 Partial Re-Plat No. 2
8324 Merlin Drive
City of Spring Valley Village, Texas

Dear Mr. Arevalo,

We have reviewed the above referenced Preliminary & Final Re-Plat, dated September 14, 2018, for conformance with the City's Ordinance Section 9.1000, Subdivision Regulations. We have no objections and recommend you approve the Re-plat.

I hope this information is helpful. Please call me if you have any questions.

Sincerely,

ARKK Engineers, LLC

Doug Bradford, P.E.

DIVIDER PAGE

EST. 1955
SPRING VALLEY
VILLAGE

PLANNING & ZONING COMMISSION VOTING FORM

DATE: NOVEMBER 12, 2018

AGENDA ITEM #4:

CONSIDERATION AND POSSIBLE ACTION CONCERNING: A Preliminary and Final Re-Plat of Spring Oaks Section 3, Partial Re-plat No. 2, A Plot Containing 0.3067 Acres Of Land, Situated In Dwelling District 'A', City Of Spring Valley Village, Harris County, Texas Bearing The Address of 8324 Merlin Drive.

MEMBER NAME	MOTIONED	SECONDED	AYE	NAY	ABSTAINED
CHARLIE CALDERWOOD	✓		✓		
TREY HOFFMAN			✓		
PATRICK JOHNSON			✓		
MARYELLEN MCGLOTHLIN		✓	✓		
ANNE-MARIE MCMICHAEL			✓		
LOUISE RICHMAN			✓		
AMY WINSTEAD			✓		
JOHN LISENBY, ALTERNATE	n/a				

MOTION CARRIED ✓ 7-0

MOTION DENIED ________

W.K. Hoffman

TREY HOFFMAN, CHAIRMAN
PLANNING & ZONING COMMISSION

MEETING DATE:	December 11, 2018
TOPIC:	A Preliminary and Final Original Plat of Briar Branch Park, a Plot Containing 1.695 Acres of Land, Situated in the Bingle West Planned Area Development District, City of Spring Valley Village, Harris County, Texas, Bearing the Address of 1045 Bingle Road.
BACKGROUND:	The property at 1045 Bingle Road (known as the Dillard Tract)("Property") has never been platted and must be platted for the purpose of any future development of the Property to be in compliance with the City's regulations. This Property is the only remaining property in the Bingle West PAD. A Plat Application requesting an original plat in the form of a Preliminary and Final Plat for the Property has been submitted by Revive One, LLC as representatives for Wallace and Marie Dillard, a complete copy of which is provided with this agenda item. Because this will be an original plat for the Property, the Application is not required by State law to go through the public hearing process prior to action by either the Planning & Zoning Commission or the City Council. The City's Development Review Team has reviewed the requested Preliminary and Final Original Plat for the Property and determined that it meets the City's subdivision requirements. On Monday, December 10, 2018, this Preliminary and Final Original Plat will be considered by the Planning & Zoning Commission, and the action by the Commission will be provided at the City Council meeting.
RECOMMENDATION:	Staff recommends approval of the requested original plat in the form of a Preliminary and Final Original Plat for 1045 Bingle Road. The Planning & Zoning Commission will consider the Original Plat at its December 10, 2018 meeting, and the action of the Commission will be provided at the City Council meeting.
ATTACHMENTS:	• Complete Plat/General Plan Application Submitted by Revive One, LLC • Proposed Preliminary and Final Original Plat of Briar Branch Park, a Plot Containing 1.695 Acres of Land, Situated in the Bingle West Planned Area Development District, City of Spring Valley Village, Harris County, Texas, Bearing the Address of 1045 Bingle Road • Review Comments from Doug Bradford with ARKK Engineers
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received.

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

	☐ Full amount already budgeted in Acct/Project# __________ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_______ from Acct/Project# __________ will be transferred to Acct/Project# __________ ☐ $_______ from unassigned fund balance will be used and added to Acct/Project# __________ ☐ $_______ will be added to Revenue Acct# __-____ and $_______ added to Expenditure Acct/Project# __________
FINANCE VERIFICATION OF FUNDING:	

SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
Oscar Arevalo, Chief Building/Zoning Official	

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

DIVIDER PAGE

EST. 1955
SPRING VALLEY
VILLAGE

CITY OF SPRING VALLEY VILLAGE

Plat / General Plan Submittal Application

(Please type or print legibly)

Fees: Plat or Replat Application - $500
Specific Use Permit Application - $500
Planned Area Development District (PADD) Application - $7,000
Amendment to Planned Area Development District (PADD) Application - $1,000

Submittal Requirements Checklist:

Fifteen (15) packets, each one shall include all of the items listed below:

- X Application
- X Letter stating the applicant's reasons for request, the type of request, and other pertinent information
- X Letter from property owner
- X Metes and bounds of the site and county slide number of plat (if recorded)
- X Scale drawings, on 24" x 36" paper (1" = 100'), blue line/black line copies of plat, re-plat or amending plat, and a vicinity/key map
- X A pdf of the entire packet submitted to secretary@springvalleytx.com

Subdivision / Development Name: Briar Branch Park

Geographical Location: 1045 Bingle Rd., West of Bingle; North of Briar Branch Creek; Adjacent to Dolphin's Cove Subdivision; Adjacent to Grace Chapel
(List specific address, major streets, bayous, creeks, and adjacent subdivisions)

Survey/Abstract No.: A.H. Osbourne Survey

Submittal Type:
- X Preliminary Plat
- X Final Plat
- ___ Amending Plat
- ___ Preliminary Replat
- ___ Final Replat
- ___ Specific Use Permit
- ___ Specific Use Permit Amendment

Reason for Replat or Amending Plat:
Original Plat

Type of Plat:
- ___ Single Family Residential
- ___ Zero Lot Line Patio Homes
- X Planned Area Development District
- ___ Planned Area Development
- ___ Amendment to Planned Area Development

Plat/PADD Data:

Total Acreage: 1.695 Ac. Typical Lot Size: ______

Number Lots: 1 Number of Streets: ______

Numbers and Types of Reserves: ______ Total Acres in Reserve: 1.695 Ac.

Zoning District: Bingle West Planned Area Development District (BWPADD)

Applicant: Revive One, LLC

Contact Name: Bryan Danna

Address: 1044 Oxford Street, Houston, Texas 77008

Phone: 713.357.5800 Fax: 713.574.2670

Email: bryan@reviveco.com & design@reviveco.com

Owner: Wallace and Marie Dillard

Contact Name: Wallace Dillard

Address: 16060 Dillard Drive, Suite 200, Jersey Village, Texas 77040

Phone: 713.460.8292 Fax: ______

Email: wallace@wmdillard.com

Engineer or Planner: Sappington Engineering, LLC

Contact Name: J. Mark Sappington, P.E.

Address: 10603 W. Sam Houston Parkway North, Suite 125, Houston, Texas 77064

Phone: 713.429.5610 Fax: ______

Email: mark@sappingtonengineering.com

Authorization:

My signature below certifies that I am authorized to submit this application and that the information on the application is COMPLETE, TRUE, and CORRECT. **Furthermore, I understand that, in accordance with Chapter 9, Article 9.303 of the Spring Valley Village Code of Ordinances, I am responsible for all engineering fees incurred by the City.**

______ 11/28/18

Applicant's Signature **Date**

REVIVE ONE, LLC
1044 Oxford St., Houston, TX 77008
O: 713.357.5800 • F: 713.574.2670

November 27, 2018

City Council
Planning and Zoning Commission
City of Spring Valley Village
1025 Campbell Rd.
Houston, Texas 77055

Reference: Plat for Briar Branch Park Reserve

Dear City of Spring Valley Village Staff:

We, Revive One, LLC, represent Wallace and Marie Dillard, hereby referred to as Owners of a tract of land containing 1.695 acres of land out of C.H. Bingle Subdivision in the A.H. Osbourne Survey, Harris County, Texas, Recorded in Volume 998, Page 223 of Harris County Deed Records.

The Owners request to plat this tract to establish the Briar Branch Park Reserve. The purpose of this plat is to officially plat the property. The property is located in the Bingle West Planned Area Development District (BWPADD).

Please find the enclosed the Plat Application, Letter from Applicant, Letter from Property Owner, Metes and Bounds of the site, and Scale Drawing of Plat. If you have any question, please do not hesitate to contact me.

Thank you for your consideration.

Sincerely,

REVIVE ONE, LLC

Bryan J. Danna
Manager

Wallace and Marie Dillard
16060 Dillard Drive, Suite 200
Jersey Village, TX 77040-2082

November 27, 2018

City Council
Planning and Zoning Commission
City of Spring Valley Village
1025 Campbell Rd.
Houston, Texas 77055

Re: Original Plat of 1045 Bingle Rd., Houston, Texas 77055

Dear City of Spring Valley Village Staff:

We, Wallace and Marie Dillard, hereby referred to as Owners, of a tract of land containing 1.695 acres of land out of C.H. Bingle Subdivision in the A.H. Osbourne Survey, Harris County, Texas, Recorded in Volume 998, Page 223 of Harris County Deed Records.

We wish to plat the Briar Branch Park Reserve and authorize Revive One, LLC to prepare, submit and record an original Plat of our subject tract.

If you have any questions, please feel free to contact Bryan Danna with REVIVE ONE, LLC.

Respectfully,

W. M. Dillard

Wallace Dillard

Marie Dillard

Marie Dillard

PREAMBLE

LEGAL DESCRIPTION

A TRACT OF LAND CONTAINING 1.695 ACRES OF LAND OUT OF C.H. BINGLE SUBDIVISION IN THE A.H. OSBURNE SURVEY, HARRIS COUNTY, TEXAS, RECORDED IN VOLUME 998, PAGE 223 OF HARRIS COUNTY DEED RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT AT THE INTERSECTION OF THE CENTERLINE OF BRIAR BAYOU AND THE WEST RIGHT-OF-WAY OF OLD BINGLE ROAD;

THENCE NORTH 66 DEGREES 16 MINUTES 07 SECONDS WEST ALONG THE CENTER LINE OF BRIAR BAYOU DISTANCE OF 210.75 FEET TO AN ANGLE POINT;

THENCE ALONG A CURVE TO THE RIGHT ALONG THE CENTERLINE OF BRIAR BAYOU WITH A RADIUS OF 100.00 FEET A LENGTH OF 27.64 FEET A CENTRAL ANGLE OF 15 DEGREES 50 MINUTES 03 SECONDS TO AN ANGLE POINT;

THENCE NORTH 50 DEGREES 26 MINUTES 04 SECONDS WEST A DISTANCE OF 202.94 FEET ALONG THE CENTERLINE OF BRIAR BAYOU TO A POINT FOR CORNER;

THENCE NORTH 02 DEGREES 24 MINUTES 53 SECONDS EAST AT A DISTANCE OF 34.83 FEET PASS A 5/8 INCH IRON ROD SET FOR REFERENCE, AND A TOTAL DISTANCE OF 70.26 FEET TO A 5/8 INCH IRON ROD FOUND FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 89 DEGREES 49 MINUTES 07 SECONDS EAST A DISTANCE OF 363.13 FEET TO A FOUND ½ INCH IRON PIPE FOR CORNER, BEING ALSO THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 02 DEGREES 25 MINUTES 01 SECONDS WEST A DISTANCE OF 300.15 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.695 ACRES OF LAND, MORE OR LESS.

DIVIDER PAGE

STATE OF TEXAS
COUNTY OF HARRIS

We, Wallace Dillard & Marie Dillard, Owners hereinafter referred to as Owners (whether one or more) of the 1.695 acre tract described in the above and foregoing map of BRIAR BRANCH PARK do hereby make and establish said subdivision and development plan of said property according to all lines, dedications, restrictions, and notations on said maps or plat, and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors, and assigns to warrant and forever defend the title on the land so dedicated.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional eleven feet, six inches (11' 6") for ten feet (10' 0") perimeter ground easements or seven feet, six inches (7' 6") for fourteen feet (14' 0") perimeter ground easements or five feet, six inches (5' 6") for sixteen feet (16' 0") perimeter ground easements, from a plane sixteen feet (16' 0") above the ground level upward, located adjacent to and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals twenty one feet, six inches (21' 6") in width.

FURTHER, Owners have dedicated and by these presents do dedicate to the use of the public for public utility purpose forever unobstructed aerial easements. The aerial easements shall extend horizontally an additional ten feet (10' 0") for ten feet (10' 0") back-to-back ground easements, or eight feet (8' 0") for fourteen feet (14' 0") back-to-back ground easements or seven feet (7' 0") for sixteen feet (16' 0") back-to-back ground easements, from a plane sixteen feet (16' 0") above ground level upward, located adjacent to both sides and adjoining said public utility easements that are designated with aerial easements (U.E. and A.E.) as indicated and depicted hereon, whereby the aerial easement totals thirty feet (30' 0") in width.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat is hereby restricted to prevent the drainage of any septic tanks into any public or private street, permanent access easement, road or alley, or any drainage ditch, either directly or indirectly.

FURTHER, Owners do hereby dedicate to the public a strip of land fifteen feet (15' 0") wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located in said plat, as easements for drainage purposes, giving the City of Spring Valley Village, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek, or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting, and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, Owners hereby certify that this replat does not attempt to alter, amend, or remove any covenants or restrictions.

WITNESS our hand in the City of Spring Valley, Texas this ___ day of ___, 20__.

By: ______________________________
Wallace Dillard, Owner

By: ______________________________
Marie Dillard, Owner

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Wallace and Marie Dillard, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ______ day of ___________, 20__

Signature:_________________________
Notary Public in and for the State of Texas
Printed Name:__________________________

My Commission expires: _______________

I, Fred W. Lawton, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and accurate; was prepared from an actual survey of the property made under my supervision on the ground; that, except as shown all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other objects of a permanent nature) pipes or rods having an outside diameter of not less than five eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, south central zone.

STATE OF TEXAS
REGISTERED
FRED W. LAWTON
2321
PROFESSIONAL
LAND SURVEYOR

____
Fred W. Lawton
Texas Registration No. 2321

This is to certify that the Planning and Zoning Commission of the City of Spring Valley Village, Texas has approved this replat and subdivision of _________________________________as shown hereon.

In testimony whereof, witness this official signature of the Chairman of the Planning and Zoning Commission of the City of Spring Valley Village, Texas, this _____ day of __________________ 20___.

By: ____
W.K. (Trey) Hoffman, Chairman
Planning and Zoning Commission
City of Spring Valley Village, Texas

This is to certify plans and specifications for all streets, drainage structures, sanitary sewer lines, water distribution lines and fire hydrants in the subdivision have been prepared in conformance with the standards of the City of Spring Valley Village, Texas and have been approved by me.

In testimony whereof, witness this official signature of the Public Works Director of the City of Spring Valley Village, Texas, this _____ day of __________________ 20__.

____
Arthur Faiello
Public Works Director
City of Spring Valley Village, Texas

This is to certify that the City Council of the City of Spring Valley Village, Texas has approved this replat and subdivision of BRIAR BRANCH PARK as shown hereon.

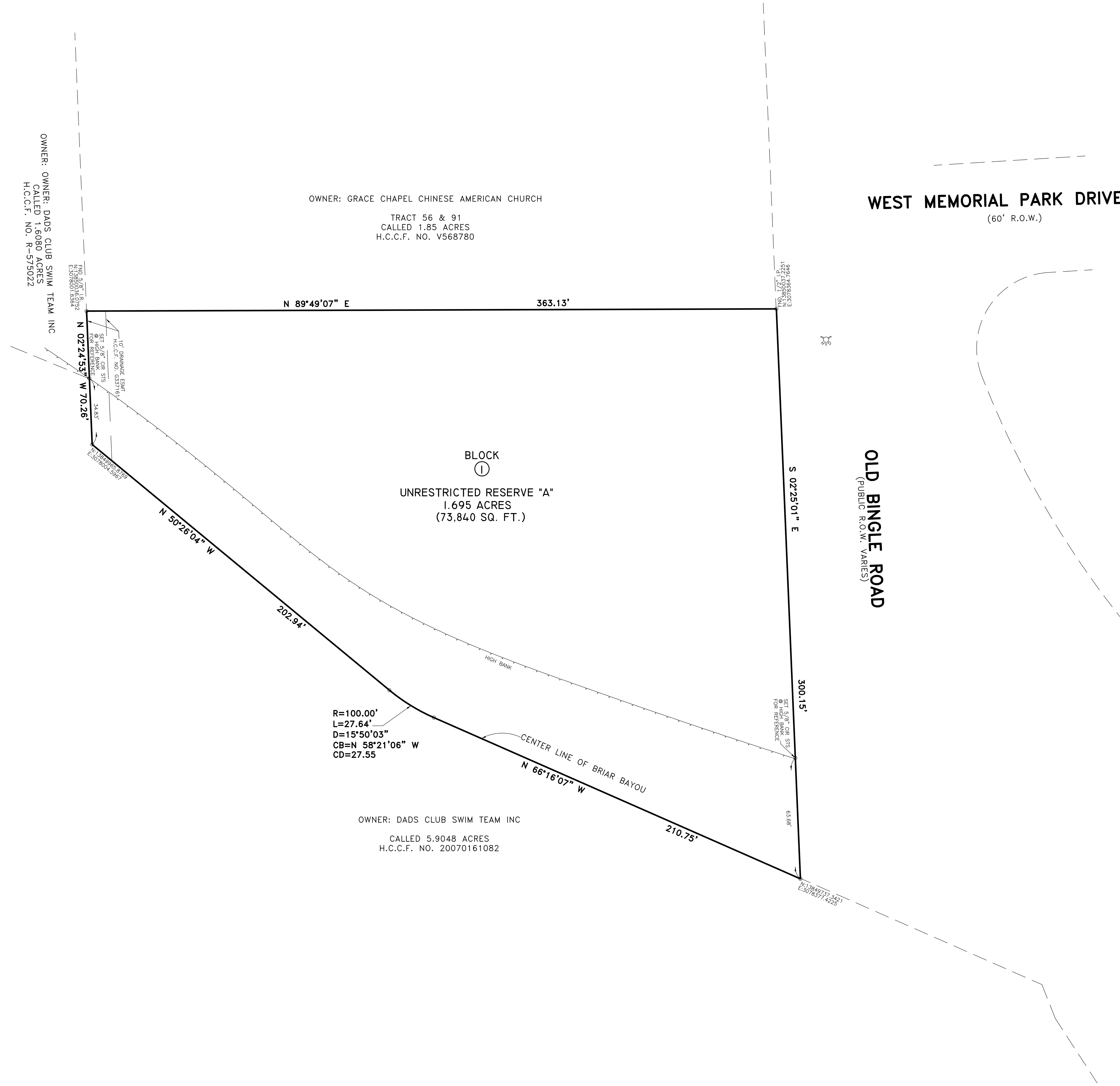
In testimony whereof, witness this official signature of the mayor of the City of Spring Valley Village, Texas, this _____ day of ___________________ 20__.

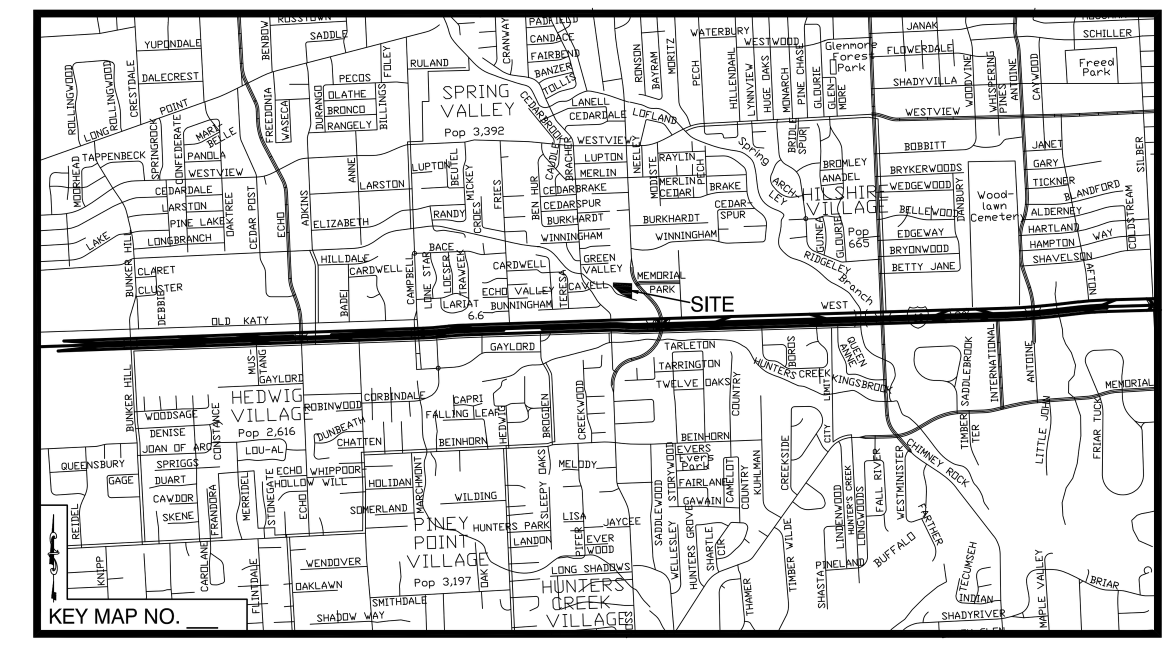
____
Tom S. Ramsey, Mayor
City of Spring Valley Village, Texas

I, Stan Stanart, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on _____________________, 20__ at __ o'clock __.M., and duly recorded on _____________________, 20__ at ______ o'clock ___.M., and at Film Code Number ___________ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, the day and date last above written.

____
Stan Stanart
County Clerk
Harris County, Texas





VICINITY MAP
NOT TO SCALE

GRAPHIC SCALE
30 0 15 30 60 120
(IN FEET)
1 inch = 30 ft.

LEGEND:
SQ. FT. – SQUARE FEET
B.L. – BUILDING LINE
U.E. – UTILITY EASEMENT
R.O.W. – RIGHT OF WAY
H.C.C.F. – HARRIS COUNTY CLERKS FILE
H.C.M.R. – HARRIS COUNTY MAP RECORDS
VOL. – VOLUME
PG. – PAGE
FND – FOUND
IP – IRON PIPE
IR – IRON ROD
CIR – CAPPED IRON ROD
"STS" – STAMPED SOUTH TEXAS SURVEYING
– FIRE HYDRANT

NORTH

NOTES:

1. Unless otherwise indicated, the building lines [b.l.], whether one or more, shown on this subdivision plat are established to evidence compliance with the applicable provisions of Chapter 9, Code of Ordinances, City of Spring Valley Village, Texas, in effect at the time this plat was approved, which may be amended from time to time.

2. The Coordinates shown hereon are Texas South Central Zone no. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale 0.99989442995362.

3. Absent written authorization by the affected utilities, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by the property owner. Any unauthorized improvements or obstructions may be removed by any public utility at the property owner's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by public utilities at the property owner's expense should they be an obstruction. Public Utilities may put said wooden posts and paneled wooden fences back up, but generally will not replace with new fencing.

4. Pipeline right of way easement of undisclosed width and location in favor of Humble Pipe Line Company, as set forth instrument recorded in Volume 426, Page 48 of the Deed Records of Harris County, Texas. blanket not plottable.

BRIAR BRANCH PARK

1 BLOCK, 1 UNRESTRICTED RESERVE

A SUBDIVISION OF 1.695 ACRES (73,840 SQ. FT.) OF LAND BEING A REPLAT OF C.H. BINGLE SUBDIVISION IN THE A.H. OSBURNE SURVEY, HARRIS COUNTY, TEXAS, RECORDED IN VOLUME 998, PAGE 223 OF HARRIS COUNTY DEED RECORDS.

REASON FOR REPLAT:
TO CREATE 1 UNRESTRICTED RESERVE
SCALE: 1"= 30' DATE: 11/28/2018

OWNER: WALLACE & MARIE DILLARD
ADDRESS: P.O. BOX 7600
HOUSTON, TEXAS 77270

SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite 101, Houston, Texas 77082
281-556-6918 FAX 281-556-9331
Firm Number: 10045400

JOB: 2061-18

K:\COMRES 2018\PLATS\2061-18.DWG (KT)

DIVIDER PAGE

December 5, 2018

Mr. Oscar Arevalo
Building Official
City of Spring Valley Village
1025 Campbell Road
Spring Valley Village, Texas 77055

Re: Preliminary Plat Review – Briar Branch Park
1045 Bingle Road
City of Spring Valley Village, Texas

Dear Mr. Arevalo,

We have reviewed the above referenced Preliminary Plat, dated November 28, 2018, for conformance with the City's Ordinance Section 9.100, Subdivision Regulations, and we offer the following comments:

1. Revise name of "Briar Bayou" to "Briar Branch."

2. As indicated in the attached e-mail dated November 29, 2018 by Mr. Mike Vandewater, P.E. of the Harris County Flood Control District (HCFCD), there are no existing recorded easements for Briar Branch on the subject property. However, as development plans for the property are prepared, "No structures should be allowed to be constructed in the *erosion failure zone* of the channel" as stated by Mr. Vandewater.

We recommend the City approves the Plat. Please note that any proposed development plans and/or subsequent re-plats shall be submitted to HCFCD for their review and approval. I hope this information is helpful. Please call me if you have any questions.

Sincerely,

ARKK Engineers, LLC

Doug Bradford, P.E.

Doug Bradford

From: Oscar Arevalo <OArevalo@springvalleytx.com>
Sent: Friday, November 30, 2018 10:00 AM
To: Doug Bradford
Subject: FW: Bingle Road Plat review

Doug,

This is Mike's latest comment after he saw the resubmittal showing the high bank.

Oscar

EST. 1955
SPRING VALLEY
VILLAGE

Oscar Arevalo, CBO | Building Official
713-465-8308 | Direct: 832-910-8577
1025 Campbell Road | Houston, Texas 77055

From: Vandewater, Mike (Flood Control) [mailto:Mike.Vandewater@hcfcd.org]
Sent: Thursday, November 29, 2018 9:06 AM
To: Oscar Arevalo <OArevalo@springvalleytx.com>
Subject: RE: Bingle Road Plat review

Oscar,

Thanks for the update. I do still have a comment. There are no easements for the channel or building setbacks along the channel bank to prevent construction too close to the bank. We have coordinated with the City on this issue with a previous project for the adjacent property. No structures should be allowed to be constructed in the "erosion failure zone" of the channel. That zone is on a plane from the toe of the channel at a 2:1 slope or the slope that a geotechnical evaluation determines.

Regards,

Mike Vandewater, P.E.
Watershed Management Department
Harris County Flood Control District
10555 Northwest Freeway, Suite 170 | Houston, Texas 77092
(713) 316-4866 (main) | (713) 316-3764 (direct)
Mike.Vandewater@hcfcd.org | www.hcfcd.org

From: Oscar Arevalo [mailto:OArevalo@springvalleytx.com]
Sent: Thursday, November 29, 2018 8:16 AM
To: Vandewater, Mike (Flood Control)
Subject: Fwd: Bingle Road Plat review

FYI

Sent from my iPhone

MEETING DATE:	December 11, 2018
TOPIC:	**DISCUSSION AND DIRECTION CONCERNING**: Request to Reconsider No Parking Zone on South Side of Bace Drive.
BACKGROUND:	When the Bace Street Improvement Project was approved on November 16, 2010, the City Council, at that time, voted to only allow parking on the north side of Bace Drive. Excerpts from the May 25, 2010 Minutes and the November 16, 2010 Minutes concerning allowing parking only on the north side of Bace Drive are provided with this agenda item. However, an ordinance establishing a no parking zone on the south side of Bace Drive was never adopted by the Council. In September and October of 2017, the City received several complaints from residents about parking on both sides of Bace Drive that was impeding the flow of traffic. Additionally, City Patrol vehicles had experienced problems traveling along Bace Drive due to parking on both sides of the street. Therefore, on October 24, 2017, Staff brought forward a proposed Ordinance to establish the no parking, stopping or standing zone for the south side of the road from the 8900 through the 9000 block of Bace Drive that was approved by the Council in 2010. A copy of the complete agenda item from the October 24, 2017 Council Meeting is provided with this agenda item. The no parking, stopping or standing zone on the south side of Bace Drive was adopted by the Council in Ordinance No. 2017-27, a copy of which is provided with this agenda item. On October 4, 2018, I received an email from resident Robert Brown requesting that the City Council reconsider the no parking, stopping, or standing zone on the south side of Bace Drive. Mayor Ramsey and I discussed the request, and Mayor Ramsey approved placing this on the Council's agenda for discussion. During the November 13, 2018 meeting, Mr. Brown presented his request to the Council, and Council discussed different options for revising the no parking, stopping or standing zone on the south side of Bace Drive with Mr. Brown and resident Will Neuhaus – one of which was the possibility of reducing the no parking, stopping, or standing zone to only the 8900 Block of Bace Drive. Since City Patrol vehicles had experienced problems traveling along Bace Drive due to parking on both side of the street, Commissioner Dixon advised the Council that he would perform a test of emergency vehicles (the City's Patrol vehicles and possibly an ambulance) to determine if these types

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

	of vehicles could travel along Bace Drive with vehicles parked on both sides. Captain Schulze will provide the Council with the findings of the test that has been performed.
RECOMMENDATION:	Staff requests direction from the Council as to how it wishes to proceed with this request.
ATTACHMENTS:	• Copy of Ordinance No. 2017-27 • Request from Resident Robert Brown to Reconsider the No Parking, Stopping or Standing Zone on Bace Drive Dated October 4, 2018
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# ___________ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_______ from Acct/Project# ___________ will be transferred to Acct/Project# ___________ ☐ $_______ from unassigned fund balance will be used and added to Acct/Project# ___________ ☐ $_______ will be added to Revenue Acct# __-____ and $_______ added to Expenditure Acct/Project# ___________
FINANCE VERIFICATION OF FUNDING:	

SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
Julie M. Robinson, City Administrator	

ACTIONS TAKEN

APPROVAL	**READING PASSED**	**OTHER**
❑YES ❑NO		

DIVIDER PAGE

ORDINANCE NUMBER 2017-27

AN ORDINANCE OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, AMENDING SUBSECTION (c), NO PARKING, STANDING OR STOPPING ANY TIME, OF SECTION 10.603, NO PARKING FOR MORE THAN FORTY-EIGHT (48) HOURS ZONES/NO PARKING ANY TIME ZONES, OF ARTICLE 10.600, PARKING REGULATIONS, OF CHAPTER 10, TRAFFIC CONTROL, OF THE CODE OF ORDINANCES TO ADD A NEW SUBSECTION (11) TO ESTABLISH A NO PARKING, STANDING OR STOPPING ANY TIME ZONE FOR THE SOUTH SIDE OF 8900 THROUGH 9000 BLOCK OF BACE DRIVE; PROVIDING FOR THE INCORPORATION OF PREAMBLE; PROVIDING FOR A PENALTY NOT TO EXCEED $200 FOR ANY VIOLATION OF THIS ORDINANCE WITH EACH DAY CONSTITUTING A NEW VIOLATION HEREOF; AND PROVIDING A REPEALER CLAUSE, A SEVERABILITY CLAUSE, AND AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Spring Valley Village, Texas has established "no parking, standing or stopping any time" zones within the City of Spring Valley Village and erected appropriate signs at the locations specified therefor in Subsection (c), No Parking, Standing or Stopping Any Time, of Section 10.603, No Parking for More Than Forty-Eight (48) Hours Zones/No Parking Any Time Zones, of Article 10.600, Parking Regulations, of Chapter 10, Traffic Control, of the Code of Ordinances; and

WHEREAS, the City Council finds that Subsection (c), No Parking, Standing or Stopping Any Time, of Section 10.603, No Parking for More Than Forty-Eight (48) Hours Zones/No Parking Any Time Zones, of Article 10.600, Parking Regulations, of Chapter 10, Traffic Control, of the Code of Ordinances should be amended to establish a no parking, standing or stopping any time zone for the south side of the 8900 through 9000 Block of Bace Drive.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SPRING VALLEY VILLAGE, TEXAS, THAT:

Section 1. The facts and matters set forth in the preamble to this Ordinance are hereby found to be true and correct.

Section 2. Subsection (c), No Parking, Standing or Stopping Any Time, of Section 10.603, No Parking for More than Forty-Eight (48) Hours Zones/No Parking Any Time Zones, of Article 10.600, Parking Regulations, of Chapter 10, Traffic Control, of the Code of Ordinances is hereby amended by the addition a new Subsection (11) to read as follows:

"(11) 8900 blk. through 9000 blk. Bace Drive – South Side Only."

Section 3. All provisions of the ordinances of the City of Spring Valley Village in conflict with the provisions of this Ordinance are hereby repealed, and all other provisions of the Ordinances of the City of Spring Valley Village not in conflict with the provisions of this Ordinance shall remain in full force and effect.

Section 4. Any person, corporation, or entity who intentionally, knowingly, recklessly, or with criminal negligence violates any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed $200.00. Each day in which any violation occurs, or each occurrence of any violation, shall constitute a separate offense.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Spring Valley Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. This Ordinance shall become effective upon its adoption by the City Council, in accordance with law.

DULY PASSED, APPROVED AND ADOPTED on the 24th day of October, 2017.

Tom Ramsey, Mayor
City of Spring Valley Village, Texas

ATTEST:

Roxanne Benitez

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

DIVIDER PAGE

Julie Robinson

From: Robert Brown <robertbrown05@gmail.com>
Sent: Thursday, October 4, 2018 9:45 AM
To: Julie Robinson
Subject: Re: Update for request ID 48: General Request
Attachments: noname; noname

Hi Julie,

I wanted to follow-up on the below and see if any consideration had been given to removing the ordinance. I understand that my neighbor to the west also submitted a complaint through the website a few months ago, but he did not receive any response. I'm not aware of anyone else having raised the issue, but that is not too surprising given that virtually all the houses to the east of mine are vacant or rentals, and virtually all the houses to the west of my immediate neighbor have side-street parking. But for those of us on the 8900 block that do not have side-street parking, the ordinance really is a significant inconvenience, and it just makes no sense when there are rarely any cars parked along Bace at all. It seems like a solution in search of a problem. What can we do to get the City Council to reconsider?

Thanks,
Robert

On Thu, May 10, 2018 at 8:53 AM General Request <do_not_reply@civicplus.com> wrote:

> **Recent Activity for Your Request**
>
> Comment added by *Julie Robinson* on May 10, 2018 8:53 AM
>
> Mr. Brown: I will forward your comments to Mayor and City Council. Any changes to the current no parking zone will have to be directed by the Council. In the event that this issue is placed on a Council agenda for discussion, we will let you know. Julie Robinson, City Administrator

General Request **#48**

8900 Bace Drive
Houston, TX

I am writing to request that the 8900 block of Bace Drive be removed from the recently enacted ordinance prohibiting parking on the south side of the street. This restriction greatly inconveniences the residents of this block with no discernable offsetting benefit to the street or the surrounding neighborhood. Those of us whose houses do not abut side streets are left with no front-of-house parking, meaning we are constantly having to ask our visitors to move their cars to the other side of the street, often after they have already walked to our front door. Indeed, since the ordinance began, we have yet to have a single visitor independently discover that parking in front of our house is prohibited. Just today, a worker who came to our house received a ticket for which they are now requesting reimbursement from us, given that no signs are reasonably visible from the front of our house—in fact, the nearest signs to our house in both directions are two full lots over.

While this ordinance has been a source of endless frustration for us since the day it went into effect, the problem it purportedly solves eludes us entirely. Ostensibly, the ordinance was a reaction to complaints from drivers who were unable to pass where cars were parked on both sides of the street. Even if this situation could arise, it would be such an exceedingly rare occurrence as to render the ordinance a grossly disproportionate response. The fact of the matter is there are hardly ever any cars parked along either side of the street at any time, day or night, for the entire length of Bace, as any resident along the street could attest. If two cars happened to park in such a way as to block traffic, it would be a minor and temporary inconvenience for passersby, one that could occur on virtually any street, certainly not warranting the significant and permanent inconvenience the ordinance causes to the people who actually use the street the most.

Moreover, the fact that the residents of Bace must contend with the ordinance while others in the neighborhood do not suggests that the decision was made arbitrarily. True, Bace is one of the few streets that connects Campbell Road to Fries Road, but it runs parallel to and just north of the I-10 frontage road, meaning there is no justification for treating it as a through street. Presumably, most streets in Spring Valley would be impassable if cars were parked on both sides, yet most residence are not burdened by such parking restrictions.

Finally, the futility of the ordinance is laid bare when one considers that it was first conceived of in 2010, and then no action was taken for seven years. If unrestricted parking along Bace was truly a cognizable issue, surely it would not have laid dormant for almost a decade. One would expect complaints to flow in at such regular intervals as to necessitate swift action, likely backed by hard data such as a traffic study. In contrast, the amount of time that passed before action was taken suggests that complaints have only been intermittent at best. While I appreciate the City Council's efforts to resolve an issue that was apparently raised, my hope is that this letter sheds light on some of the ramifications of the ordinance and that the Council would remove the ban from the 8900 block.

MEETING DATE:	December 11, 2018
TOPIC:	**CONSIDERATION AND POSSIBLE ACTION CONCERNING:** Approval of Notice of Sale and Preliminary Official Statement for Tax and Revenue Certificates of Obligation, Series 2019.
BACKGROUND:	The Notice of Sale and Preliminary Official Statement are required to publicly offer the $6,740,000 Tax and Revenue Certificates of Obligation, Series 2019, currently scheduled for approval in January 2019. The documents are securities offering documents, and should be reviewed and approved by council.
RECOMMENDATION:	Staff recommends approval of the Notice of Sale and Preliminary Official Statement for Tax and Revenue Certificates of Obligation, Series 2019.
ATTACHMENTS:	• Copy of Preliminary Official Statement for Tax and Revenue Certificates of Obligation, Series 2019 • Copy of Notice of Sale and Bidding Instructions
FUNDING ISSUES:	☒ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# ___________ ☐ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_______ from Acct/Project# ___________ will be transferred to Acct/Project# ___________ ☐ $_______ from unassigned fund balance will be used and added to Acct/Project# ___________ ☐ $_______ will be added to Revenue Acct# __-____ and $_______ added to Expenditure Acct/Project# ___________
FINANCE VERIFICATION OF FUNDING:	

SUBMITTING STAFF MEMBER: Neil Thomas, Bond Counsel	**CITY ADMINISTRATOR APPROVAL:**

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

DIVIDER PAGE

PRELIMINARY OFFICIAL STATEMENT

DATED JANUARY __, 2019

Ratings: S&P: "___"
See ("OTHER INFORMATION - RATINGS" herein)

NEW ISSUE - BOOK-ENTRY-ONLY

In the opinion of Bond Counsel, interest on the Certificates is excludable from gross income for federal income tax purposes under existing law, subject to the matters described under "TAX MATTERS – TAX EXEMPTION" herein, including the alternative minimum tax on corporations.

THE CERTIFICATES **WILL BE** DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS.

$6,740,000*
CITY OF SPRING VALLEY VILLAGE, TEXAS
(Harris County)
TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019

Dated Date: February 15, 2019 **Due: February 15, as shown on the inside cover**
Interest Accrual Date: Date of Delivery

PAYMENT TERMS . . . Interest on the $6,740,000* City of Spring Valley Village, Texas, Tax and Revenue Certificates of Obligation, Series 2019 (the "Certificates") will accrue from the date of initial delivery to the purchaser thereof (the "Delivery Date") and will be payable August 15 and February 15 of each year commencing August 15, 2019, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The definitive Certificates will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC"), pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in denominations of $5,000 or integral multiples thereof. No physical delivery of the Certificates will be made to the owners thereof. Principal of, premium, if any, and interest on the Certificates will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates. See "The Certificates - Book-Entry-Only System" herein. The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (see "THE CERTIFICATES - PAYING AGENT/REGISTRAR").

AUTHORITY FOR ISSUANCE . . . The Certificates are issued pursuant to the Constitution and general laws of the State of Texas (the "State"), including particularly Subchapter C of Chapter 271, Texas Government Code (the "Act"), as amended, and constitute direct obligations of the City, payable from an annual ad valorem tax levied, within the limits prescribed by law, on all taxable property within the City, as provided in the ordinance authorizing the issuance of the Certificates (the "Ordinance") and from a limited pledge of the surplus revenues of the City's waterworks and sewer system, See "THE CERTIFICATES – AUTHORITY FOR ISSUANCE").

PURPOSE . . . Proceeds from the sale of the Certificates will be used for the purpose of paying contractual obligations to fund design, acquisition, construction, equipping, and improvement of (i) streets and roadways, and for the purchase of materials, supplies, machinery, land, and rights-of-way related thereto; and (ii) certain other costs related and incidental thereto and the issuance costs of the certificates.

SEE MATURITY SCHEDULE ON THE INSIDE COVER

OPTIONAL REDEMPTION . . . The City reserves the right, at its option, to redeem Certificates having stated maturities on and after February 15, 2029, in whole or from time to time in part in principal amounts of $5,000 or any integral multiple thereof, on February 15, 2028, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. (See "THE CERTIFICATES – OPTIONAL REDEMPTION").

MANDATORY SINKING FUND REDEMPTION. . . In addition to the foregoing optional redemption provision, if principal amounts designated in the serial maturity schedule on the inside cover page hereof are combined to create Term Certificates, each such Term Certificate shall be subject to mandatory sinking fund redemption commencing on February 15 of the first year which has been combined to form such Term Certificate and continuing on February 15 in each year thereafter until the stated maturity date of that Term Certificate, and the amount required to be redeemed in any year shall be equal to the principal amount for such year set forth in the serial maturity schedule above. Term Certificates to be redeemed in any year by mandatory sinking fund redemption shall be redeemed at par and shall be selected by lot from and among the Term Certificates then subject to redemption. The City, at its option, may credit against any mandatory sinking fund redemption requirement Term Certificates of the maturity then subject to redemption which have been purchased and canceled by the City or have been redeemed and not theretofore applied as a credit against any mandatory sinking fund redemption requirement.

LEGALITY . . . The Certificates are offered for delivery when, as and if issued and received by the initial purchaser (the "Initial Purchaser") and subject to the approving opinions of the Attorney General of Texas and of Norton Rose Fulbright US LLP, Bond Counsel, Houston, Texas (see Appendix C, "FORM OF BOND COUNSEL'S OPINION").

DELIVERY . . . It is expected that the Certificates will be available for delivery through the Depository Trust Company on February 19, 2019.

BIDS DUE JANUARY 22, 2019, AT 10:00 A.M., CST

*Preliminary, subject to change. (see THE SALE - "ADJUSTMENT OF PRINCIPAL AMOUNTS" in the accompanying Notice of Sale)

$6,740,000*
CITY OF SPRING VALLEY VILLAGE, TEXAS
(Harris County)
TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019

MATURITY SCHEDULE*

Due Feb. 15		Principal Amount*	Interest Rate	Yield[(1)]	CUSIP[(2)]
2020		$ 240,000	%	%	
2021		245,000			
2022		255,000			
2023		260,000			
2024		275,000			
2025		285,000			
2026		295,000			
2027		305,000			
2028		315,000			
2029	(3)	325,000			
2030	(3)	335,000			
2031	(3)	345,000			
2032	(3)	355,000			
2033	(3)	370,000			
2034	(3)	385,000			
2035	(3)	400,000			
2036	(3)	415,000			
2037	(3)	430,000			
2038	(3)	445,000			
2039	(3)	460,000			

* Preliminary, subject to change. (see THE SALE - "ADJUSTMENT OF PRINCIPAL AMOUNTS" in the accompanying Notice of Sale)

(1) The initial reoffering prices or yields on the Certificates are furnished by the Initial Purchaser and represent the initial offering prices or yields to the public, which may be changed by the Initial Purchaser at any time.

(2) CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein is provided by CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Services. Neither the City, the Financial Advisor, nor Bond Counsel shall be responsible for the selection or correctness of CUSIP numbers shown herein.

(3) The City reserves the right, at its option, to redeem Certificates having stated maturities on and after February 15, 2029, in whole or from time to time in part in principal amounts of $5,000 or any integral multiple thereof, on February 15, 2028, or any date thereafter, at the par value thereof plus accrued interest from the most recent interest payment date to the date of redemption.

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission (the "Rule"), this document as the same may be supplemented or corrected by the City from time-to-time, may be treated as an Official Statement with respect to the Certificates described herein "deemed final" by the City as of the date hereof (or of any such supplement or correction) except for the omission of no more than the information provided by subsection (b)(1) of the Rule.

This Official Statement, which includes the cover page and the Appendices hereto, does not constitute an offer to sell or the solicitation of an offer to buy in any jurisdiction to any person to whom it is unlawful to make such offer, solicitation or sale.

No dealer, broker, salesperson or other person has been authorized to give information or to make any representation other than those contained in this Official Statement, and, if given or made, such other information or representations must not be relied upon.

The information set forth herein has been obtained from the City and other sources believed to be reliable, but such information is not guaranteed as to accuracy or completeness and is not to be construed as the promise or guarantee of the Financial Advisor. This Official Statement contains, in part, estimates and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates and opinions, or that they will be realized.

The information and expressions of opinion contained herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the City or other matters described.

None of the City, the Financial Advisors, or the Initial Purchasers make any representation or warranty with respect to the information contained in the Official Statement regarding the Depository Trust Company ("DTC") or its Book-Entry-Only System as described under "THE CERTIFICATES- BOOK-ENTRY-ONLY SYSTEM" as such information has been provided by DTC.

TABLE OF CONTENTS

The cover page hereof, inside cover page, this page, the appendices included herein and any addenda or amendment hereto, are part of the Official Statement.

OFFICIAL STATEMENT SUMMARY

This summary is subject in all respects to the more complete information and definitions contained or incorporated in this Official Statement. The offering of the Bonds to potential investors is made only by means of this entire Official Statement. No person is authorized to detach this summary from this Official Statement or to otherwise use it without the entire Official Statement.

THE CITY..............................The City of Spring Valley Village, Texas (the "City") is a political subdivision and municipal corporation of the State of Texas, located in Harris County, Texas. The City covers approximately two square miles (see "INTRODUCTION - DESCRIPTION OF CITY").

THE CERTIFICATES ....The Certificates are issued as $6,740,000* Tax and Revenue Certificates of Obligation, Series 2019. The Certificates are issued as serial Certificates maturing February 15, 2020 through and including February 15, 2039, unless the Initial Purchaser designates one or more maturities as Term Certificates (see "THE CERTIFICATES—DESCRIPTION OF THE CERTIFICATES").

PAYMENT OF INTEREST ....Interest on the Certificates accrues from the date of delivery and is payable August 15, 2019, and each February 15 and August 15 thereafter until maturity or prior redemption (see "THE CERTIFICATES - DESCRIPTION OF THE CERTIFICATES" and "THE CERTIFICATES - OPTIONAL REDEMPTION").

AUTHORITY FOR ISSUANCE...The Certificates are issued pursuant to the general laws of the State, including particularly Subchapter C of Chapter 271, Texas Local Government Code and an ordinance passed by the City Council of the City (see "THE CERTIFICATES - AUTHORITY FOR ISSUANCE").

SECURITY FOR THE CERTIFICATES ....The Certificates constitute direct obligations of the City, payable from the levy and collection of an annual ad valorem tax, within the limits prescribed by law, on all taxable property within the City and a limited pledge of a subordinate lien on the net revenues of the City's waterworks and sewer system (see "THE CERTIFICATES - SECURITY AND SOURCE OF PAYMENT").

OPTIONAL REDEMPTION..........The City reserves the right, at its option, to redeem Certificates having stated maturities on and after February 15, 2029, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on February 15, 2028, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption (see "THE CERTIFICATES—OPTIONAL REDEMPTION"). Additionally, the Certificates may be subject to mandatory redemption in the event the Initial Purchaser elects to aggregate one or more maturities as a Term Certificate. (See "THE CERTIFICATES—MANDATORY SINKING FUND REDEMPTION.")

QUALIFIED TAX-EXEMPT OBLIGATIONS ....The City will designate the Certificates as "Qualified Tax-Exempt Obligations" for financial institutions (see "TAX MATTERS -QUALIFIED TAX-EXEMPT OBLIGATIONS").

TAX EXEMPTION ....In the opinion of Bond Counsel, interest on the Certificates is excludable from gross income for federal income tax purposes under existing law, subject to the matters described under "TAX MATTERS - TAX EXEMPTION" herein. See "TAX MATTERS - TAX EXEMPTION" for a discussion of the opinion of Bond Counsel, including the alternative minimum tax on corporations.

USE OF PROCEEDS ....Proceeds from the sale of the Certificates will be used for the purpose of paying contractual obligations to fund design, acquisition, construction, equipping, and improvement of (i) streets and roadways, and for the purchase of materials, supplies, machinery, land, and rights-of-way related thereto; and (ii) certain other costs related and incidental thereto and the issuance costs of the certificates.

RATINGS..The Certificates and presently outstanding tax supported debt of the City are rated "___" by S&P Global Ratings, a Standard & Poor's Financial Services LLC business ("S&P") without regard to credit enhancement (see "OTHER INFORMATION - RATINGS").

BOOK-ENTRY-ONLY SYSTEM ....The definitive Certificates will be initially registered and delivered only to Cede & Co., the nominee of DTC pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Certificates may be acquired in denominations of $5,000 or integral multiples thereof. No physical delivery of the Certificates will be made to the beneficial owners thereof. Principal of, premium, if any, and interest on the Certificates will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates (see "THE CERTIFICATES - BOOK-ENTRY-ONLY SYSTEM").

PAYMENT RECORD .... The City has never defaulted in payment of its general obligation tax debt.

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* Preliminary, subject to change. (See THE SALE - "ADJUSTMENT OF PRINCIPAL AMOUNTS" in the accompanying Notice of Sale).

SELECTED FINANCIAL INFORMATION

Fiscal Year End 9/30	Estimated City Population[(1)]	Taxable Assessed Valuation[(2)]	Per Capita Taxable Assessed Valuation	G.O. Tax Debt Outstanding at End of Year	Per Capita G.O. Tax Debt	Ratio Tax Debt to Taxable Assessed Valuation	Percent of Total Tax Collections
2014	4,013	$ 758,989,257	$ 189,133	$ -	$ -	0.00%	99.90%
2015	4,142	837,504,901	202,198	13,475,000	3,253	1.61%	97.95%
2016	4,191	978,676,056	233,519	13,075,000	3,120	1.34%	101.80%
2017	4,328	1,084,622,094	250,606	12,565,000	2,903	1.16%	99.37%
2018	4,328	1,185,870,072	274,000	12,035,000	2,781	1.01%	100.07%
2019	4,328	1,235,151,696	285,386	18,225,000 (3)	4,211 (3)	1.48% (3)	(4)

(1) Source: The City.
(2) As reported by the Harris County Appraisal District; subject to change during the ensuing year.
(3) Includes the Certificates. Preliminary, subject to change.
(4) In process of collection.

GENERAL FUND CONSOLIDATED STATEMENT SUMMARY

	Fiscal Year Ended September 30,				
	2018	2017	2016	2015	2014
Total Revenue	8,204,364	7,421,720	7,107,526	7,808,782	7,023,241
Total Expenditures	5,384,128	5,126,543	5,033,312	4,825,082	4,619,735
Other Financing Sources (Uses):	(1,338,747)	(2,191,260)	(1,378,677)	(2,061,690)	(1,949,149)
Beginning Fund Balance	6,208,020	6,104,103	5,408,566	4,486,556	4,032,199
Increase (Decrease) in Fund Balance	1,481,489	103,917	695,537	922,010	454,357
Ending General Fund Balance	7,689,509	6,208,020	6,104,103	5,408,566	4,486,556

CITY OFFICIALS, STAFF AND CONSULTANTS

ELECTED OFFICIALS

City Council	Position	Length of Service	Term Expires	Occupation
Tom S. Ramsey	Mayor	6 years	2020	Development Officer SWBTS
Allen Carpenter	Council Member	10 years	2020	IT Manager
Tom Donaho	Council Member	1 year	2019	Attorney
Marcus Vajdos	Council Member	7 years	2019	Accountant
David Dominy	Council Member	< 1 year	2019	Real Estate
Joy McCormack	Council Member	< 1 year	2020	Jedhi LLC Manager

SELECTED ADMINISTRATIVE STAFF

Name	Position	Years of Service	Years of Experience
Julie Robinson	City Administrator	1 year	23 years
Roxanne Benitez	City Secretary	4 years	18 years
Michelle Yi	City Treasurer	6 years	16 years
Loyd R. Evans	Chief of Police	14 years	2 years(1)
Arthur Faiello	Public Works Director	< 1 year	20 years

(1) Overall law enforcement experience of more than 20 years.

CONSULTANTS AND ADVISORS

Auditor .... Belt Harris Pechacek, LLP

Bond Counsel and Disclosure Counsel .... Norton Rose Fulbright US LLP
Houston, Texas

Financial Advisor .... Masterson Advisors LLC
Houston, Texas

For additional information regarding the City, please contact either:

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City of Spring Valley Village
1025 Campbell Rd.
Houston, Texas 77055
(713) 465-5306 Phone

Drew Masterson
Masterson Advisors LLC
4400 Post Oak Parkway, Suite 2370
Houston, Texas 77027
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(713) 814-0581 Fax

PRELIMINARY OFFICIAL STATEMENT

RELATING TO

$6,740,000*
CITY OF SPRING VALLEY VILLAGE, TEXAS
Tax and Revenue Certificates of Obligation, Series 2019

INTRODUCTION

This Official Statement, which includes the cover page, Schedule, and Appendices hereto, provides certain information regarding the issuance of the $6,740,000* City of Spring Valley Village, Texas Tax and Revenue Certificates of Obligation, Series 2019 (the "Certificates"). Capitalized terms used in this Official Statement, except as otherwise indicated herein, have the same meanings assigned to such terms in the ordinance authorizing the issuance of the Certificates (the "Ordinance"), to be adopted on January 22, 2019.

There follows in this Official Statement descriptions of the Certificates and certain information regarding the City of Spring Valley Village, Texas (the "City") and its finances. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each such document. Copies of such documents may be obtained from the City's Financial Advisor, Masterson Advisors LLC, Houston, Texas, by electronic mail or upon payment of reasonable handling, mailing, and delivery charges.

DESCRIPTION OF THE CITY

The City is a political subdivision and municipal corporation of the State, duly organized and existing under the laws of the State, the City was incorporated in 1955. The City operates under a Mayor/Council form of government with a City Council comprised of the Mayor and five Councilmembers. The term of office is two years with the terms of the Mayor and two of the Councilmembers' terms expiring in even-numbered years and the other terms of the three Councilmembers expiring in odd-numbered years. The City Manager is the chief administrative officer for the City. The 2010 Census population for the City was 3,715. The City covers approximately two square miles.

THE CERTIFICATES

DESCRIPTION OF THE CERTIFICATES

The Certificates are dated February 15, 2019, and mature on February 15 in each of the years and in the amounts shown on the inside cover page hereof. Interest will be computed on the basis of a 360-day year of twelve 30-day months, and will be payable on February 15 and August 15, commencing August 15, 2019. The definitive Certificates will be issued only in fully registered form in any integral multiple of $5,000 for any one maturity and will be initially registered and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC") pursuant to the Book-Entry-Only System described herein. **No physical delivery of the Certificates will be made to the owners thereof.** Principal of, premium, if any, and interest on the Certificates will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the beneficial owners of the Certificates. See "BOOK-ENTRY-ONLY SYSTEM" herein.

AUTHORITY FOR ISSUANCE

The Certificates are issued pursuant to the Constitution and general laws of the State of Texas (the "State") including particularly Subchapter C of Chapter 271, Texas Local Government Code, and as provided in the Ordinance.

SECURITY AND SOURCE OF PAYMENT

All taxable property within the City is subject to an annual ad valorem tax levied, within the limits prescribed by law, sufficient to provide for the payment of principal of and interest on the Certificates. The Certificates are also payable from and secured by a limited pledge of a subordinate lien on the net revenues of the City's waterworks and sewer system.

TAX RATE LIMITATION

All taxable property within the City is subject to the assessment, levy and collection by the City of a continuing, direct annual ad valorem tax sufficient to provide for the payment of principal of and interest on all ad valorem tax debt within the limits prescribed by law. The City operates under the general laws of the State of Texas as authorized by Article XI, Section 4 of the Texas Constitution, which limits the maximum tax rate to $1.50 per $100 Assessed Valuation for all City purposes. Administratively, the Attorney General of the State of Texas will permit allocation of $1.00 of the $1.50 maximum tax rate for all General Obligation Debt, based on 90% tax collection.

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* Preliminary, subject to change. (See THE SALE - "ADJUSTMENT OF PRINCIPAL AMOUNTS" in the accompanying Notice of Sale).

OPTIONAL REDEMPTION

The City reserves the right, at its option, to redeem Certificates having stated maturities on and after February 15, 2029, in whole or from time to time in part in principal amounts of $5,000 or any integral multiple thereof, on February 15, 2028, or any date thereafter, at the par value thereof plus accrued interest to the date of redemption. If less than all of the Certificates are to be redeemed, the City shall determine the Certificates, or portions thereof, within such maturity to be redeemed. If a Certificate (or any portion of the principal sum thereof) shall have been called for redemption and notice of such redemption shall have been given, such Certificate (or the principal amount thereof to be redeemed) shall become due and payable on such redemption date and interest thereon shall cease to accrue from and after the redemption date, provided funds for the payment of the redemption price and accrued interest thereon are held by the Paying Agent/Registrar on the redemption date.

MANDATORY SINKING FUND REDEMPTION

In addition to the foregoing optional redemption provision, if principal amounts designated in the serial maturity schedule on the inside cover page are combined to create Term Certificates, each such Term Certificate shall be subject to mandatory sinking fund redemption commencing on February 15 of the first year which has been combined to form such Term Certificate and continuing on February 15 in each year thereafter until the stated maturity date of that Term Certificate, and the amount required to be redeemed in any year shall be equal to the principal amount for such year set forth in the serial maturity schedule above. Term Certificates to be redeemed in any year by mandatory sinking fund redemption shall be redeemed at par and shall be selected by lot from and among the Term Certificates then subject to redemption. The City, at its option, may credit against any mandatory sinking fund redemption requirement Term Certificates of the maturity then subject to redemption which have been purchased and canceled by the City or have been redeemed and not theretofore applied as a credit against any mandatory sinking fund redemption requirement.

AMENDMENTS

The Ordinance constitutes a contract with the registered owners entered into upon the initial purchase of the Certificates, is binding on the City and its successors and assigns whether or not so expressed, and may not be amended or repealed by the City so long as any Certificate remains Outstanding except as permitted in the Ordinance.

The City may amend the Ordinance without the consent of or notice to any registered owners in any manner not detrimental to the interests of the registered owners, including the curing of any ambiguity, inconsistency or formal defect or omission therein. In addition, the City may, with the written consent of the holders of a majority in aggregate principal amount or Maturity Amount, as the case may be, of the Certificates then outstanding, amend, add to, or rescind any of the provisions of the Ordinance; except that, without the consent of the registered owners of all of the Certificates then outstanding, no such amendment, addition, or rescission may (1) extend the time or times of payment of the principal of and interest on the Certificates, reduce the principal amount or Maturity Amount, as the case may be, thereof, the redemption price, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of or interest on the Certificates, (2) give any preference to any Certificate over any other Certificate, (3) modify the provisions of the proviso to the definition of the term "Outstanding", or (4) modify any of the provisions of this Section, except to increase the percentage provided hereby or to provide that certain other provisions of the Ordinance cannot be modified or waived.

Any consent to any amendment hereof by the registered owner of any Certificate binds every future registered owner of the same Certificate and the registered owner of every Certificate issued upon transfer or in lieu thereof or in exchange therefor, in respect of anything done or suffered to be done by the City in reliance thereon, whether or not notation of such action is made upon such Certificate.

NOTICE OF REDEMPTION

Not less than 30 days prior to a Redemption Date, the City will cause a notice of redemption to be sent by United States Mail, first class postage prepaid, in the name of the City and at the City's expense, by the Paying Agent/Registrar to each registered owner of a Certificate to be redeemed in whole or in part at the address of the registered owner appearing on the security register at the close of business on the business day next preceding the date of mailing such notice, and any notice of redemption so mailed will be conclusively presumed to have been duly given irrespective of whether received by the registered owner. All notices of redemption will state:

(1) the redemption date,

(2) the redemption price,

(3) the principal amount and identification (by City and Certificate name, CUSIP number, stated maturity, interest rate, Dated Date, and, in the case of partial redemption, the Certificate numbers and respective principal amounts) of Certificates to be redeemed,

(4) that on the redemption date the redemption price of each of the certificates to be redeemed will become due and payable and that interest thereon will cease to accrue from and after said date, and

(5) that the certificates to be redeemed are to be surrendered for payment of the redemption price at the Place of Payment, and the address of such Place of Payment.

ANY NOTICE SO MAILED SHALL BE CONCLUSIVELY PRESUMED TO HAVE BEEN DULY GIVEN, WHETHER OR NOT THE REGISTERED OWNER RECEIVES SUCH NOTICE. NOTICE HAVING BEEN SO GIVEN AND SUBJECT, IN THE CASE OF AN OPTIONAL REDEMPTION, TO ANY RIGHTS OR CONDITIONS RESERVED BY THE CITY IN THE NOTICE, THE CERTIFICATES CALLED FOR REDEMPTION SHALL BECOME DUE AND PAYABLE ON THE SPECIFIED REDEMPTION DATE, AND NOTWITHSTANDING THAT ANY CERTIFICATE OR PORTION THEREOF HAS NOT BEEN SURRENDERED FOR PAYMENT, INTEREST ON SUCH CERTIFICATE OR PORTION THEREOF SHALL CEASE TO ACCRUE.

DEFEASANCE

Any Certificate is deemed paid and is no longer considered to be Outstanding within the meaning of the Ordinance when payment of the principal of and interest on such Certificate to the stated maturity thereof has been made or has been provided for by deposit with the Paying Agent/Registrar for such payment (or with any other bank or trust company which has agreed to hold the same for such purpose) (1) money sufficient to make such payment, (2) Governmental Obligations certified by an independent public accounting firm of national reputation to be of such maturities and interest payment dates and to bear such interest as will, without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, be sufficient to make such payment, or (3) a combination of money and Governmental Obligations together so certified sufficient to make such payment, provided that all the expenses pertaining to the Certificates with respect to which such deposit is made have been paid or the payment thereof provided for to the satisfaction of the Paying Agent/Registrar (and to such other bank or trust company).

If such deposit is made with respect to some but not all of the Certificates then Outstanding, the City will designate the stated maturities of Certificates with respect to which such deposit is made. If such deposit is sufficient so to provide for the payment of the principal of and interest on some but not all Outstanding Certificates of a particular stated maturity so designated, the Paying Agent/Registrar will select the Outstanding Certificates of such stated maturity with respect to which such deposit is made by such random method as the Paying Agent/Registrar deems fair and appropriate and which may provide for the selection of portions (equal to and leaving unredeemed an authorized denomination) of Certificates a denomination larger than $5,000.

Upon such deposit as described above, such Certificates will no longer be regarded to be outstanding or unpaid. Provided, however, the City has reserved the option, to be exercised at the time of the defeasance of the Certificates, to call for redemption at an earlier date those Certificates which have been defeased to their maturity date, if the City (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Certificates for redemption, (ii) gives notice of the reservation of that right to the owners of the Certificates immediately following the making of the firm bank and financial arrangements, and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

When a Certificate is deemed paid it is no longer entitled to the benefits of the Ordinance, except for the purposes of any such payment from such money or Governmental Obligations and for the provisions of the Ordinance relating to exchange and tax exemption.

"Governmental Obligations" means (1) direct obligations of, or obligations the timely payment of the principal of and interest on which are fully and unconditionally guaranteed by, the United States of America, or (2) obligations authorized under Texas law from time to time for discharge and final payment of political or governmental obligations which, at the time of deposit have been assigned ratings in the highest rating category by a nationally recognized investment rating firm, but in the case of both Clauses (1) and (2) only if such obligations may not be called for redemption prior to maturity.

BOOK-ENTRY ONLY SYSTEM

This section describes how ownership of the Certificates is to be transferred and how the principal of, premium, if any, and interest on the Certificates are to be paid to and credited by The Depository Trust Company, New York, New York, ("DTC") while the Certificates are registered in its nominee name. The information in this section concerning DTC and the Book-Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The City, the Financial Advisor, and the Initial Purchaser believe the source of such information to be reliable, but none of the City, the Financial Advisor nor the Initial Purchaser take any responsibility for the accuracy or completeness thereof.

The City cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Certificates, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Certificates), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the United States Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

DTC will act as securities depository for the Certificates. The Certificates will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered security will be issued for each maturity of the Certificates in the aggregate principal of such maturity and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation, and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the United States Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Certificates under the DTC system must be made by or through Direct Participants, which will receive a credit for the Certificates on DTC's records. The ownership interest of each actual purchaser of each Certificate ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmation providing details of the transaction, as well as periodic statements of their holdings from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Certificates are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Certificates, except in the event that use of the book-entry system for the Certificates is discontinued.

To facilitate subsequent transfers, all Certificates deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Certificates with DTC and their registration in the name of Cede & Co. or such other DTC nominee, do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Certificates; DTC's records reflect only the identity of the Direct Participants to whose accounts such Certificates are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Beneficial Owners of Certificates may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Certificates, such as redemptions, tenders, defaults, and proposed amendments to the Certificate documents. For example, Beneficial Owners of Certificates may wish to ascertain that the nominee holding the Certificates for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Certificates within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Certificates unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the City as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Certificates are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, interest, and redemption payments on the Certificates will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the City or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Paying Agent/Registrar, or the City, subject to any statutory or regulatory requirements as may be in effect from time to time. Principal, interest and redemption payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the City or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Certificates at any time by giving reasonable notice to the City or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Certificates are required to be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the City believes to be reliable, but the City takes no responsibility for the accuracy thereof.

Use of Certain Terms in Other Sections of this Official Statement…In reading this Official Statement it should be understood that while the Certificates are in the Book-Entry-Only System, references in other sections of this Official Statement to registered owners should be read to include the person for which the Participant acquires an interest in the Certificates, but (i) all rights of ownership must be exercised through DTC and the Book-Entry-Only System and (ii) except as described above, notices that are to be given to registered owners under the Ordinance will be given only to DTC.

Effect of Termination of Book-Entry-Only System…In the event that the Book-Entry-Only System is discontinued by DTC or the use of the Book-Entry-Only System is discontinued by the City, printed bonds will be issued to the holders and the Certificates will be subject to transfer, exchange, and registration provisions as set forth in the Ordinance and summarized under "THE CERTIFICATES - Transfer, Exchange and Registration" below.

Paying Agent/Registrar

The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Company, N.A., Dallas, Texas. In the Ordinance, the City retains the right to replace the Paying Agent/Registrar. The City covenants to maintain and provide a Paying Agent/Registrar at all times until the Certificates are duly paid and any successor Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State of Texas or other entity duly qualified and legally authorized to serve as and perform the duties and services of Paying Agent/Registrar for the Certificates. Upon any change in the Paying Agent/Registrar for the Certificates, the City agrees to promptly cause a written notice thereof to be sent to each registered owner of the Certificates by United States mail, first class, postage prepaid, which notice shall also give the address of the new Paying Agent/Registrar.

Transfer, Exchange and Registration

Upon surrender for transfer of any Certificates at the place of payment, the City shall execute, and the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Certificates of the same stated maturity, of any authorized denominations, and of a like aggregate principal amount. New Certificates registered, and delivered in an exchange or transfer will be delivered by the Paying Agent/Registrar at the place of payment or sent by United States mail at the registered owner's written request, risk, and expense.

At the option of the registered owner, Certificates may be exchanged for other Certificates of the same stated maturity, of any authorized denominations, and of like aggregate principal amount, upon surrender of the Certificates to be exchanged at the place of payment. Whenever any Certificates are so surrendered for exchange, the City shall execute, and the Paying Agent/Registrar shall register and deliver, the Certificates which the registered owner of Certificates making the exchange is entitled to receive.

All Certificates issued in any transfer or exchange of Certificates shall be delivered to the registered owners at the principal corporate trust office of the Paying Agent/Registrar or sent by United States Mail, first class, postage prepaid to the registered owners, and, upon the registration and delivery thereof, the same shall be the valid obligations of the City, evidencing the same obligations to pay, and entitled to the same benefits under the Ordinance, as the Certificates surrendered in such transfer or exchange.

Every Certificate presented or surrendered for transfer or exchange must be duly endorsed, or be accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed, by the registered owner thereof or his attorney duly authorized in writing.

No service charge may be made to the registered owner for any registration, transfer, or exchange of Certificates, but the City or the Paying Agent/Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Certificates.

Neither the City nor the Paying Agent/Registrar is required (1) to transfer or exchange any Certificate during a period beginning 45 days prior to a redemption date and ending at the close of business on the day of mailing of a notice of redemption or (2) thereafter to transfer or exchange in whole or in part any Certificate so selected for redemption.

Record Date for Interest Payment

The record date for the interest payable on the Certificates on any interest payment date means the close of business on the last business day of the preceding month ("Record Date").

In the event of a non-payment of interest on a scheduled payment date, and for 30 days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the scheduled payment date of the past due interest ("Special Payment Date," which shall be 15 days after the Special Record Date) shall be sent at least five business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each holder of a Certificate appearing on the registration books of the Paying Agent/Registrar at the close of business on the last business day next preceding the date of mailing of such notice.

CERTIFICATE HOLDERS' REMEDIES

The Ordinance does not establish specific events of default with respect to the Certificates or provide for the appointment of a trustee to represent the interests of the bondholders upon any failure of the City to perform in accordance with the terms of the Ordinance, or upon any other condition. If the City defaults in any payment due on the Certificates, or if the City defaults in the observance or performance of any of the covenants, conditions, or obligations set forth in the Ordinance, any registered owner is entitled to seek a writ of mandamus or mandatory injunction from a court of proper jurisdiction to compel the City to levy, assess and collect an annual ad valorem tax sufficient to pay principal of and interest on the Certificates as they become due or to perform other material covenants, conditions or obligations contained in the Ordinance. In general, Texas courts have held that a writ of mandamus may be issued to require a public official to perform legally imposed ministerial duties necessary for the performance of a valid contract; and, Texas law provides that, following their approval by the Attorney General and issuance, the Certificates are valid and binding obligations for all purposes according to their terms. However, the enforcement of any such remedy may be difficult and time consuming and a registered owner could be required to enforce such remedy on a periodic basis. Such rights are in addition to any other rights the registered owners of the Certificates may be provided by the laws of the State of Texas with respect to the Certificates.

Under Texas law there is no right to the acceleration of maturity of the Certificates upon the failure of the City to observe any covenant under the Ordinance. A registered owner of Certificates could file suit against the City if a default occurred in the payment of principal of or interest on any such Certificates; however, a suit for monetary damages could be vulnerable to the defense of sovereign immunity and any judgment could not be satisfied by execution against any property of the City.

The City is also eligible to seek relief from its creditors under Chapter 9 of the U.S. Bankruptcy Code ("Chapter 9"). Although Chapter 9 provides for the recognition of a security interest represented by a specifically pledged source of revenues, the pledge of taxes in support of a general obligation of a bankrupt entity is not specifically recognized as a security interest under Chapter 9. Chapter 9 also includes an automatic stay provision that would prohibit, without Bankruptcy Court approval, the prosecution of any other legal action by creditors or bondholders of an entity, which has sought protection under Chapter 9.

Therefore, should the City avail itself of Chapter 9 protection from creditors, the ability to enforce would be subject to the approval of the Bankruptcy Court (which could require that the action be heard in Bankruptcy Court instead of another federal or state court); and, the Bankruptcy Code provides for broad discretionary powers of a Bankruptcy Court in administering any proceeding brought before it. The opinion of Bond Counsel will note that all opinions relative to the enforceability of the Ordinance and the Certificates are qualified with respect to the customary rights of debtors relative to their creditors and may be limited by general principles of equity which permit the exercise of judicial discretion.

USE OF PROCEEDS

The Certificates will be used for purpose of paying contractual obligations to fund design, acquisition, construction, equipping, and improvement of (1) streets and roadways, and for the purchase of materials, supplies, machinery, land, and rights-of-way related thereto; and (2) certain costs related and incidental thereto and the issuance costs of the Certificates.

Par Amount of Certificates	
Net Premium	
Total Sources of Funds	
Deposit to Construction Fund	
Costs of Issuance	
Initial Purchaser's Discount	
Total Uses of Funds	

TAX INFORMATION

AD VALOREM TAX LAW

The appraisal of property within the City is the responsibility of the Harris County Appraisal District (the "Appraisal District"). Excluding agricultural and open-space land, which may be taxed on the basis of productive capacity, the Appraisal District is required under the Property Tax Code to appraise all property within the Appraisal District on the basis of 100% of its market value and is prohibited from applying any assessment ratios. In determining market value of property, different methods of appraisal may be used, including the cost method of appraisal, the income method of appraisal and market data comparison method of appraisal, and the method considered most appropriate by the chief appraiser is to be used. State law further limits the appraised value of a residence homestead for a tax year to an amount not to exceed the lesser of (1) the market value of the property, or (2) the sum of (a) 10% of the appraised value of the property for the last year in which the property was appraised for taxation times the number of years since the property was last appraised, plus (b) the appraised value of the property for the last year in which the property was appraised plus (c) the market value of all new improvements to the property. The value placed upon property within the Appraisal District is subject to review by an Appraisal Review Board, consisting of three members appointed by the Board of Directors of the Appraisal District. The Appraisal District is required to review the value of property within the Appraisal District at least every three years. The City may require annual review at its own expense, and is entitled to challenge the determination of appraised value of property within the City by petition filed with the Appraisal Review Board.

Reference is made to the Texas Property Tax Code, for identification of property subject to taxation; property exempt or which may be exempted from taxation, if claimed; the appraisal of property for ad valorem taxation purposes; and the procedures and limitations applicable to the levy and collection of ad valorem taxes.

Article VIII of the State Constitution ("Article VIII") and State law provide for certain exemptions from property taxes, the valuation of agricultural and open-space lands at productivity value, and the exemption of certain personal property from ad valorem taxation.

Under Section 1-b, Article VIII, and State law, the governing body of a political subdivision, at its option, may grant: (1) An exemption of not less than $3,000 of the market value of the residence homestead of persons 65 years of age or older and the disabled from all ad valorem taxes thereafter levied by the political subdivision; (2) An exemption of up to 20% of the market value of residence homesteads. The minimum exemption under provision (2) is $5,000.

Effective January 1, 2014, a partially disabled veteran or the surviving spouse of partially disabled veterans is entitled to an exemption from taxation in an amount equal to the partially disabled veteran's disability rating if the residence homestead was donated by a charitable organization. Also effective January 1, 2014, the surviving spouse of a member of the armed forces who was killed in action is entitled to an exemption of the total appraised value of the surviving spouse's residence homestead if the surviving spouse has not remarried since the service member's death and said property was the service member's residence homestead at the time of death. Such exemption may be transferred to a subsequent residence homestead of the surviving spouse, if the surviving spouse has not remarried, in an amount equal to the exemption received on the prior residence in the last year in which such exemption was received.

In the case of residence homestead exemptions granted under Section 1-b, Article VIII, ad valorem taxes may continue to be levied against the value of homesteads exempted where ad valorem taxes have previously been pledged for the payment of debt if cessation of the levy would impair the obligation of the contract by which the debt was created.

State law and Section 2, Article VIII, mandate an additional property tax exemption for disabled veterans or the surviving spouse or children of a deceased veteran who died while on active duty in the armed forces; the exemption applies to either real or personal property with the amount of assessed valuation exempted ranging from $5,000 to a maximum of $12,000. In addition State law mandates a complete exemption for the residential homestead of disabled veterans determined to be 100% disabled by the U.S. Department of Veterans Affairs, and the surviving spouse of a deceased veteran who had received a disability rating of 100% is entitled to receive a residential homestead exemption equal to the exemption received by the deceased spouse until such surviving spouse remarries.

Under Article VIII and State law, the governing body of a county, municipality or junior college district, may freeze the total amount of ad valorem taxes levied on the residence homestead of a disabled person or persons 65 years of age or older to the amount of taxes imposed in the year such residence qualified for such exemption. Also, upon receipt of a petition signed by five percent of the registered voters of the county, municipality or junior college district, an election must be held to determine by majority vote whether to establish such a limitation on taxes paid on residence homesteads of persons 65 years of age or who are disabled. Upon providing for such exemption, such freeze on ad valorem taxes is transferable to a different residence homestead and to a surviving spouse living in such homestead who is disabled or is at least 55 years of age. If improvements (other than maintenance or repairs) are made to the property, the value of the improvements is taxed at the then current tax rate, and the total amount of taxes imposed is increased to reflect the new improvements with the new amount of taxes then serving as the ceiling on taxes for the following years. Once established, the tax rate limitation may not be repeated or rescinded.

Article VIII provides that eligible owners of both agricultural land (Section 1-d) and open-space land (Section 1-d-1), including open-space land devoted to farm or ranch purposes or open-space land devoted to timber production, may elect to have such property appraised for property taxation on the basis of its productive capacity. The same land may not be qualified under both Section 1-d and 1-d-1.

Nonbusiness personal property, such as automobiles or light trucks, are exempt from ad valorem taxation unless the governing body of a political subdivision elects to tax this property. Boats owned as nonbusiness property are exempt from ad valorem taxation.

Article VIII, Section 1-j, provides for "freeport property" to be exempted from ad valorem taxation. Freeport property is defined as goods detained in Texas for 175 days or less for the purpose of assembly, storage, manufacturing, processing or fabrication. Decisions to continue to tax may be reversed in the future; decisions to exempt freeport property are not subject to reversal.

Article VIII, Section 1-n of the Texas Constitution provides for the exemption from taxation of "goods in transit." "Goods in transit" is defined by a provision in the Tax Code, which is effective for tax years 2008 and thereafter, as personal property acquired or imported into Texas and transported to another location in the State or outside of the State within 175 days of the date the property was acquired or imported into Texas. The exemption excludes oil, natural gas, petroleum products, aircraft and special inventory, including motor vehicle, vessel and out board motor, heavy equipment and manufactured housing inventory. The Tax Code provision permits local governmental entities, on a local option basis, to take official action by January 1 of the year preceding a tax year, after holding a public hearing, to tax goods in transit during the following tax year. A taxpayer may receive only one of the freeport exemptions or the goods in transit exemptions for items of personal property.

The City and the other taxing bodies within its territory may agree to jointly create tax increment financing zones, under which the tax values on property in the zone are "frozen" at the value of the property at the time of creation of the zone. The City also may enter into tax abatement agreements to encourage economic development. Under the agreements, a property owner agrees to construct certain improvements on its property. The City in turn agrees not to levy a tax on all or part of the increased value attributable to the improvements until the expiration of the agreement. The abatement agreement could last for a period of up to 10 years.

Cities are also authorized, pursuant to Chapter 380, Texas Local Government Code ("Chapter 380") to establish programs to promote state or local economic development and to stimulate business and commercial activity in the City. In accordance with a program established pursuant to Chapter 380, the City may make loans or grant of public fund for economic development purposes, however, no obligations secured by ad valorem taxes may be issued for such purposes unless approved by voters of the City.

EFFECTIVE TAX RATE AND ROLLBACK TAX RATE

By each September 1 or as soon thereafter as practicable, the City Council adopts a tax rate per $100 taxable value for the current year. The City Council will be required to adopt the annual tax rate for the City before the later of September 30 or the 60th day after the date the certified appraisal roll is received by the City. If the City Council does not adopt a tax rate by such required date the tax rate for that tax year is the lower of the effective tax rate calculated for that tax year or the tax rate adopted by the City for the preceding tax year. The tax rate consists of two components: (1) a rate for funding of maintenance and operation expenditures, and (2) a rate for debt service.

Under the Property Tax Code, the City must annually calculate and publicize its "effective tax rate" and "rollback tax rate". Effective 2005, a tax rate cannot be adopted by the City Council that exceeds the lower of the rollback tax rate or the effective tax rate until two public hearings have been held on the proposed tax rate following notice of such public hearings (including the requirement that notice be posted on the City's website if the City owns, operates or controls an internet website and public notice be given by television if the City has free access to a television channel) and the City Council has otherwise complied with the legal requirements for the adoption of such tax rate. If the adopted tax rate exceeds the rollback tax rate the qualified voters of the City by petition may require that an election be held to determine whether or not to reduce the tax rate adopted for the current year to the rollback tax rate.

"Effective tax rate" means the rate that will produce last year's total tax levy (adjusted) from this year's total taxable values (adjusted). "Adjusted" means lost values are not included in the calculation of last year's taxes and new values are not included in this year's taxable values.

"Rollback tax rate" means the rate that will produce last year's maintenance and operation tax levy (adjusted) from this year's values (adjusted) multiplied by 1.08 plus a rate that will produce this year's debt service from this year's values (unadjusted) divided by the anticipated tax collection rate.

The Property Tax Code provides that certain cities and counties in the State may submit a proposition to the voters to authorize an additional one-half cent sales tax on retail sales of taxable items. If the additional tax is levied, the effective tax rate and the rollback tax rate calculations are required to be offset by the revenue that will be generated by the sales tax in the current year.

Reference is made to the Property Tax Code for definitive requirements for the levy and collection of ad valorem taxes and the calculation of the various defined tax rates.

PROPERTY ASSESSMENT AND TAX PAYMENT

Property within the City is generally assessed as of January 1 of each year. Business inventory may, at the option of the taxpayer, be assessed as of September 1. Oil and gas reserves are assessed on the basis of a valuation process which uses an average of the daily price of oil and gas for the prior year. Taxes become due October 1 of the same year, and become delinquent on February 1 of the following year. Taxpayers 65 years old or older are permitted by State law to pay taxes on homesteads in four installments with the first due on February 1 of each year and the final installment due on August 1.

Penalties and Interest. . . Charges for penalty and interest on the unpaid balance of delinquent taxes are made as follows:

Month	Cumulative Penalty	Cumulative Interest	Total
February	6 %	1 %	7%
March	7	2	9
April	8	3	11
May	9	4	13
June	10	5	15
July	12	6	18

After July, penalty remains at 12%, and interest increases at the rate of 1% each month. In addition, if an account is delinquent in July, a 15% attorney's collection fee is added to the total tax penalty and interest charge. Under certain circumstances, taxes which become delinquent on the homestead of a taxpayer 65 years old or older incur a penalty of 8% per annum with no additional penalties or interest assessed. In general, property subject to the City's lien may be sold, in whole or in parcels, pursuant to court order to collect the amounts due. Federal law does not allow for the collection of penalty and interest against an estate in bankruptcy. Federal bankruptcy law provides that an automatic stay of action by creditors and other entities, including governmental units, goes into effect with the filing of any petition in bankruptcy. The automatic stay prevents governmental units from foreclosing on property and prevents liens for post- petition taxes from attaching to property and obtaining secured creditor status unless, in either case, an order lifting the stay is obtained from the bankruptcy court. In many cases post-petition taxes are paid as an administrative expense of the estate in bankruptcy or by order of the bankruptcy court.

City Application of Tax Code . . . The City (grants an exemption to the appraised value of the residence homestead of persons 65 years of age or older of $20,000; the disabled are also granted an exemption of $20,000;

The City has granted an additional exemption of 20% of the appraised value of residence homesteads; minimum exemption of $5,000.

See Table 1 for a listing of the amounts of the exemptions described above.

The City has not adopted the tax freeze for citizens who are disabled or are 65 years of age or older, which became a local option and subject to local referendum on January 1, 2004.

Ad valorem taxes are not levied by the City against the exempt value of residence homesteads for the payment of debt.

The City does not tax nonbusiness personal property; and Spring Branch ISD collects taxes for the City.

The City does not permit split payments, and discounts are not allowed.

The City does not tax freeport property.

The City does tax goods-in-transit.

The City does collect an additional one-half (1/2) cent sales tax for participation in the Houston Metropolitan Transit Authority.

The City has not adopted a tax abatement policy.

TAX INCREMENT REINVESTMENT ZONE

The City has not created a tax Increment Reinvestment Zone.

TABLE 1 – VALUATION, EXEMPTION AND GENERAL OBLIGATION DEBT

2018/2019 Market Valuation Established by Harris County Appraisal District[1] (excluding totally exempt property)		1,477,293,687	
Less Exemptions/Reductions at 100% Market Value:			
Homestead Exemptions	233,456,583		
Over 65 Exemption	7,880,000		
Disabled Persons	745,351		
Disabled Veterans	48,500		
Other Exempt Properties	7,340		
Under $500 Exemption	4,217	242,141,991	
2018/2019 Taxable Assessed Valuation		1,235,151,696	
General Obligation Debt Payable from Ad Valorem Taxes (as of 1/1/2019)			
Outstanding General Obligation Debt		$ 12,035,000	
The Certificates		6,740,000	*
		18,775,000	
Less: General Obligation Interest and Sinking Fund (as of 9/30/2018)		$ 4,792	
Net General Obligation Debt Payable from Ad Valorem Taxes		$ 18,770,208	
Ratio Net General Obligation Debt to Taxable Assessed Valuation		1.520%	

2018 Estimated Population - 4,328
Per Capita Taxable Assessed Valuation - $285,386
Per Capita Net Funded Debt - $4,337

* Preliminary, subject to change.
(1) As reported by the Harris County Appraisal District, net of exemptions. Subject to change due to protest and arbitration process.

TABLE 2 – TAXABLE ASSESSED VALUATION BY CATEGORY

	Taxable Appraised Value, Fiscal Year Ending September 30,					
	2019		2018		2017	
Category	Amount	% of Total	Amount	% of Total	Amount	% of Total
Real, Residential, Single-Family	1,284,565,798	86.95%	1,233,380,388	86.71%	1,146,172,845	87.72%
Real, Residential, Multi-Family	930,505	0.06%	929,695	0.07%	1,059,499	0.08%
Real, Vacant Lots/Tracts	22,021,338	1.49%	26,911,668	1.89%	20,219,114	1.55%
Real, Commercial	136,520,331	9.24%	127,616,169	8.97%	104,087,202	7.97%
Real and Tangible Personal, Utilities	11,602,774	0.79%	11,433,668	0.80%	11,484,003	0.88%
Tangible Personal, Commercial	19,839,686	1.34%	20,777,919	1.46%	21,312,396	1.63%
Tangible Personal, Industrial	1,038,135	0.07%	1,361,672	0.10%	1,350,100	0.10%
Real Property Inventory	775,120	0.05%	-	0.00%	890,558	0.07%
Total Appraised Value Before Exemptions	1,477,293,687	100.00%	1,422,411,179	100.00%	1,306,575,717	100.00%
Less: Total Exemptions/Reductions	242,141,991		236,541,107		221,953,623	
Taxable Assessed Value	1,235,151,696		1,185,870,072		1,084,622,094	

	Taxable Appraised Value, Fiscal Year Ending September 30,			
	2016		2015	
Category	Amount	% of Total	Amount	% of Total
Real, Residential, Single-Family	1,056,566,553	89.08%	925,866,649	91.24%
Real, Residential, Multi-Family	1,100,000	0.09%	582,000	0.06%
Real, Vacant Lots/Tracts	22,897,005	1.93%	20,069,409	1.98%
Real, Commercial	69,250,409	5.84%	47,484,815	4.68%
Real and Tangible Personal, Utilities	10,289,952	0.87%	10,072,290	0.99%
Tangible Personal, Commercial	24,695,444	2.08%	9,555,738	0.94%
Tangible Personal, Industrial	1,249,657	0.11%	622,883	0.06%
Real Property Inventory	71,220	0.01%	510,660	0.05%
Total Appraised Value Before Exemptions	1,186,120,240	100.00%	1,014,764,444	100.00%
Less: Total Exemptions/Reductions	207,444,184		177,259,543	
Taxable Assessed Value	978,676,056		837,504,901	

NOTE: Valuations shown are certified taxable assessed values reported by the Harris County Appraisal District to the State Comptroller of Public Accounts. Certified values are subject to change throughout the year as contested values are resolved and the Appraisal District updates records.

TABLE 3 – VALUATION AND GENERAL OBLIGATION DEBT HISTORY

Fiscal Year End 9/30	Estimated City Population[(1)]	Taxable Assessed Valuation[(2)]	Per Capita Taxable Assessed Valuation	G.O. Tax Debt Outstanding at End of Year	Per Capita G.O. Tax Debt	Ratio Tax Debt to Taxable Assessed Valuation[(3)]
2014	4,013	$ 758,989,257	$ 189,133	$ -	$ -	0.00%
2015	4,142	837,504,901	202,198	13,475,000	3,253	1.61%
2016	4,191	978,676,056	233,519	13,075,000	3,120	1.34%
2017	4,328	1,084,622,094	250,606	12,565,000	2,903	1.16%
2018	4,328	1,185,870,072	274,000	12,035,000	2,781	1.01%
2019	4,328	1,235,151,696	285,386	18,225,000 (3)	4,211 (3)	1.48% (3)

(1) Source: The City.
(2) As reported by the Harris County Appraisal District; subject to change during the ensuing year.
(3) Includes the Certificates. Preliminary, subject to change. (see THE SALE - "ADJUSTMENT OF PRINCIPAL AMOUNTS" in the accompanying Notice of Sale)

TABLE 4 – TAX RATE, LEVY AND COLLECTION HISTORY

Fiscal Year End 9/30	Tax Year	Tax Rate	General Fund	Interest and Sinking Fund	Tax Levy	% Current Collections	% Total Collections
2014	2013	$0.51280	$0.51280	$ -	$ 3,893,084	99.70%	99.90%
2015	2014	0.48780	0.48780	-	4,212,362	97.35%	97.95%
2016	2015	0.45000	0.35616	0.09384	4,404,650	99.73%	101.80%
2017	2016	0.43350	0.35071	0.08279	4,688,384	99.98%	99.37%
2018	2017	0.43350	0.35464	0.07886	5,140,950	99.73%	100.07%
2019	2018	0.43000	0.35627	0.07373	5,311,152	(1)	(1)

(1) In process of collection.

TABLE 5 – TEN LARGEST TAXPAYERS

Name of Taxpayer	Nature of Property	2018/2019 Taxable Assessed Valuation	% of Total Taxable Assessed Valuation
SV Physician Properties I LP	Commercial Building	$ 27,105,000	2.19%
Campbell Project Partners LLC	Commercial Land	26,100,000	2.11%
Ten Voss Ltd.	Storage Units	23,227,183	1.88%
HD Development Properties LP	Commercial Building	19,428,050	1.57%
Spring Valley One Center Ltd.	Medical Center	18,216,093	1.47%
Memorial Design Center Ltd.	Commercial Building	12,916,346	1.05%
Southwestern Bell	Telephone Utility	8,986,792	0.73%
Managed Rehabilitation Inc.	Rehabilitation Center	6,471,837	0.52%
Wellington Fidelis Campbell I LP	Commercial	5,556,300	0.45%
Spring Valley Shopping Center II Ltd.	Shopping Center	5,417,515	0.44%
		$ 153,425,116	12.42%

General Obligation Debt Limitation. . . No general obligation debt limitation is imposed on the City under current State law. (See "TAX RATE LIMITATION").

TABLE 6 - TAX ADEQUACY

2019 Principal and Interest Requirements	$ 1,027,687	(1)
$0.0867 Tax Rate at 96% Collection Produces	1,028,041	
Average Annual Debt Service Requirement (2019 - 2039)	$ 1,195,774	(1)
$0.1009 Tax Rate at 96% Collection Produces	1,196,417	
Maximum Annual Debt Service Requirement (2024)	$ 1,389,006	(1)
$0.1172 Tax Rate at 96% Collection Produces	1,389,694	

(1) Projected; includes the Certificates. Preliminary, Subject to change.

TABLE 7 – ESTIMATED OVERLAPPING DEBT

Expenditures of the various taxing entities within the territory of the City are paid out of ad valorem taxes levied by such entities on properties within the City. Such entities are independent of the City and may incur borrowings to finance their expenditures. This statement of direct and estimated overlapping ad valorem tax bonds ("Tax Debt") was developed from information contained in "Texas Municipal Reports" published by the Municipal Advisory Council of Texas. Except for the amounts relating to the City, the City has not independently verified the accuracy or completeness of such information, and no person should rely upon such information as being accurate or complete. Furthermore, certain of the entities listed may have issued additional bonds since the date hereof, and such entities may have programs requiring the issuance of substantial amounts of additional bonds, the amount of which cannot be determined. The following table reflects the estimated share of overlapping Tax Debt of the City.

	Fiscal Year 2018/2019 Taxable Assessed Valuation	Total GO Debt as of 10/31/2018	Estimated % Applicable	City's Overlapping GO Debt as of 10/31/2018
City of Spring Valley Village	$ 1,235,151,696	$ 18,775,000	100.00%	$ 18,775,000 (1)
Harris County	450,634,041,900	2,050,758,022	0.27%	5,537,047
Harris County Department of Education	450,706,848,116	6,555,000	0.27%	17,699
Harris County Flood Control District	441,226,261,823	83,075,000	0.28%	232,610
Harris County Hospital District	441,287,920,117	59,490,000	0.28%	166,572
Port of Houston Authority	441,182,651,191	593,754,397	0.28%	1,662,512
Spring Branch ISD	32,969,075,470	684,385,000	3.75%	25,664,438
Tax-Supported Direct and Overlapping Funded Debt				$ 52,055,877
Ratio of Tax-Supported Direct and Overlapping Funded Debt to Taxable Assessed Valuation				4.21%
Per Capita Tax-Supported and Overlapping Funded Debt				$ 12,028

(1) Projected; includes the Certificates. Preliminary, subject to change.

DEBT INFORMATION

TABLE 8 – PRO-FORMA GENERAL OBLIGATION DEBT SERVICE REQUIREMENTS

Year End 9/30	Outstanding Debt Service Principal	Outstanding Debt Service Interest	Outstanding Debt Service Total	The Certificates* Principal	The Certificates* Interest(1)	The Certificates* Total	Total Debt Service Requirements	% of Principal Retired
2019	$ 550,000	$ 362,169	$ 912,169		$ 115,518	$ 115,518	$ 1,027,687	
2020	565,000	345,369	910,369	$ 240,000	236,288	476,288	1,386,656	
2021	585,000	325,294	910,294	245,000	229,088	474,088	1,384,381	
2022	600,000	307,519	907,519	255,000	221,738	476,738	1,384,256	
2023	620,000	289,219	909,219	260,000	214,088	474,088	1,383,306	20.88%
2024	640,000	270,319	910,319	275,000	203,688	478,688	1,389,006	
2025	660,000	250,819	910,819	285,000	192,688	477,688	1,388,506	
2026	680,000	230,719	910,719	295,000	181,288	476,288	1,387,006	
2027	700,000	210,019	910,019	305,000	169,488	474,488	1,384,506	
2028	720,000	188,719	908,719	315,000	160,338	475,338	1,384,056	46.84%
2029	745,000	166,744	911,744	325,000	150,888	475,888	1,387,631	
2030	765,000	144,094	909,094	335,000	141,138	476,138	1,385,231	
2031	790,000	120,769	910,769	345,000	131,088	476,088	1,386,856	
2032	815,000	96,184	911,184	355,000	119,875	474,875	1,386,059	
2033	840,000	70,325	910,325	370,000	107,450	477,450	1,387,775	77.12%
2034	865,000	43,144	908,144	385,000	92,650	477,650	1,385,794	
2035	895,000	14,544	909,544	400,000	77,250	477,250	1,386,794	
2036				415,000	61,250	476,250	476,250	
2037				430,000	46,725	476,725	476,725	
2038				445,000	31,675	476,675	476,675	
2039				460,000	16,100	476,100	476,100	100.00%
	$ 12,035,000	$ 3,435,966	$ 15,470,966	$ 6,740,000	$ 2,900,293	$ 9,640,293	$ 25,111,259	

* Preliminary, subject to change. (See THE SALE - "ADJUSTMENT OF PRINCIPAL AMOUNTS" in the accompanying Notice of Sale.)
(1) Interest on the Certificates has been calculated at an estimated rate for the purpose of illustration.

TABLE 9 – INTEREST AND SINKING FUND BUDGET PROJECTIONS

Tax Supported Debt Service Requirements, Fiscal Year Ending September 30, 2019(1)		$ 1,027,687
Interest and Sinking Fund Balance, September 30, 2018	$ 4,792	
Budgeted Interest and Sinking Fund Tax Levy	913,668	
Budgeted Delinquent Taxes and Penalties & Interest	2,000	
Budgeted Transfer from General Fund	920,000	1,840,460
Estimated Balance, September 30, 2019		$ 812,773

(1) Projected; includes the Certificates. Preliminary, subject to change.

TABLE 10 – AUTHORIZED BUT UNISSUED GENERAL OBLIGATION BONDS

The City does not have any authorized but unissued general obligation bonds.

ANTICIPATED ISSUANCE OF GENERAL OBLIGATION DEBT

The City does not anticipate issuing any additional general obligation debt within the next 12 months.

TABLE 11 – OTHER OBLIGATIONS

The City has no unfunded debt outstanding as of January 1, 2019.

PENSION FUND

The City provides pension benefits for all of its full-time employees through the Texas Municipal Retirement System ("TMRS"), a State-wide administered pension plan. The City makes annual contributions to the plan equal to the amounts accrued for pension expense. (For more detailed information concerning the retirement plan, see APPENDIX B, "Excerpts from the City's Annual Financial Report" - Note #IV - C.)

OTHER POST EMPLOYMENT BENEFITS

The City does not offer post-employment benefits other than supplemental death benefits as provided in the insurance plan operated by TMRS. See APPENDIX B, "Excerpts from the City's Annual Financial Report" - Note #IV –D.)

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FINANCIAL INFORMATION

TABLE 12 – GENERAL FUND REVENUES AND EXPENDITURES HISTORY

	Fiscal Year Ended September 30,				
Revenues:	2018[(1)]	2017	2016	2015	2014
Property Taxes	4,196,077	3,798,654	3,590,002	4,159,264	3,936,160
Sales Taxes	1,425,836	1,262,647	1,197,292	1,191,356	1,106,384
Franchise and Local Taxes	310,854	339,607	353,381	339,321	331,764
Fines & Forfeitures	671,905	460,809	540,494	752,084	772,834
Licenses and Permits	196,591	260,442	265,706	397,023	214,713
Hilshire Police Contract	447,764	419,293	397,915	381,883	354,967
Investment Income	123,963	52,053	18,382	17,268	19,659
Intergovernmental	702,846	620,005	661,046	438,493	154,000
Other Revenue	128,528	208,210	83,308	132,090	132,760
Total	8,204,364	7,421,720	7,107,526	7,808,782	7,023,241
Expenditures:					
General Government	1,422,152	1,427,121	1,287,658	1,337,875	1,355,108
Public Safety	3,471,874	3,393,780	3,351,917	3,201,065	3,002,128
Public Works	332,394	305,642	393,737	286,142	262,499
Capital Outlay	157,708	-	-	-	-
Debt Service		-	-	-	-
Total	5,384,128	5,126,543	5,033,312	4,825,082	4,619,735
Excess of Revenues over Expenditures	2,820,236	2,295,177	2,074,214	2,983,700	2,403,506
Other Financing Sources (Uses):					
Operating Transfers In				75,000	128,266
Operating Transfers Out	(1,373,840)	(2,192,011)	(1,382,997)	(2,142,000)	(2,161,767)
Proceeds from Sale of Assets	35,093	751	4,320	5,310	84,352
Total Other Financing Sources	(1,338,747)	(2,191,260)	(1,378,677)	(2,061,690)	(1,949,149)
Excess of Revenues and Other Sources Over (Under) Expenditures & Other Uses	1,481,489	103,917	695,537	922,010	454,357
Beginning Fund Balance	6,208,020	6,104,103	5,408,566	4,486,556	4,032,199
Ending General Fund Balance	7,689,509	6,208,020	6,104,103	5,408,566	4,486,556

Source: The City's audited financial statements.

(1) Unaudited, provided by the City.

TABLE 13 – MUNICIPAL SALES TAX HISTORY

The City has adopted the Municipal Sales and Use Tax Act, VATCS, Tax Code, Chapter 321, which grants the City the power to impose and levy a 1% Local Sales and Use Tax within the City; the proceeds are credited to the General Fund and are not pledged to the payment of the Bonds. Collections and enforcements are effected through the offices of the Comptroller of Public Accounts, State of Texas, who remits the proceeds of the tax, after deduction of a 2% service fee, to the City monthly.

Year End 9/30	Total Collected (1)	% of Ad Valorem Tax Levy	Equivalent of Ad Valorem Tax Rate	Per Capita (2)
2013	$ 1,082,352	28.52%	0.1540	$ 281
2014	1,106,384	28.42%	0.1458	276
2015	1,191,356	28.28%	0.1423	288
2016	1,197,292	27.18%	0.1223	286
2017	1,262,647	26.93%	0.1164	292
2018	1,425,836	27.73%	0.1202	329

(1) Does not include the sales tax for Houston Metropolitan Transit Authority.
(2) Based on population estimates provided by the City.

The sales tax breakdown for the City is as follows:

State Sales and Use Tax	6.25%
City Sales and Use Tax	1.00%
Houston METRO Sales Tax	1.00%
TOTAL	8.25%

FINANCIAL POLICIES

Basis of Accounting . . . The accounts of the City are organized and operated on the basis of funds and account groups. A fund is an independent fiscal and accounting entity with a self-balancing set of accounts. Fund accounting segregates funds according to their intended purpose and is used to aid management in demonstrating compliance with finance-related legal ad contractual provisions. The minimum number of funds are maintained consistent with legal and managerial requirements. Account groups are a reporting device to account for certain assets and liabilities of the governmental funds not recorded directly in those funds.

General Fund Balance . . . The General Fund is the general operating fund of the City. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund Balance . . . The City will establish a Debt Service Fund in connection with the issuance of the Bonds. Such Fund is used to account for the accumulation of resources for, and the payment of, general long-term debt principal, interest and related costs.

Budgetary Procedures . . . In late August of each year, each department submits a request for appropriation so that a budget may be prepared. The Mayor and City Council review the requests and make necessary changes. The City Administrator and the City Treasurer prepare the proposed budget. In September, a public hearing for the proposed budget is held. After the hearing, a vote is taken for adoption of the budget. An ordinance is passed by Council to legally enact the budget. Amendments to the budget must be approved by City Council.

INVESTMENTS

The City invests its investable funds in investments authorized by Texas law in accordance with investment policies approved by the City Council of the City. Both state law and the City's investment policies are subject to change.

Legal Investments . . . Under Texas law, the City is authorized to invest in (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, (2) direct obligations of the State of Texas or its agencies and instrumentalities, (3) collateralized mortgage obligations directly issued by a federal agency or instrumentality of the United States, the underlying security for which is guaranteed by an agency or instrumentality of the United States, (4) other obligations, the principal and interest of which are unconditionally guaranteed, insured, or backed by the full faith and credit of the State of Texas or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, (5) obligations of states, agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than A or its equivalent, (6) bonds issued, assumed, or guaranteed by the State of Israel, (7) certificates of deposit and share certificates (i) issued by a depository institution that has its main office or a branch office in the State of Texas, that are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, or are secured as to principal by obligations described in clauses (1) through (6) or in any other manner and amount provided by law for City deposits, or (ii) where (a) the funds are invested by the City through (I) a broker that has its main office or a branch office in the State of Texas and is selected from a list adopted by the City as required by law or (II) a depository institution that has its main office or a branch office in the State of Texas that is selected by the City; (b) the broker or the depository institution selected by the City arranges for the deposit of the funds in certificates of deposit in one or more federally insured depository institutions, wherever located, for the account of the City; (c) the full amount of the principal and accrued interest of each of the certificates of deposit is insured by the United States or an instrumentality of the United States, and (d) the City appoints the depository institution selected under (a) above, a custodian as described by Section 2257.041(d) of the Texas Government Code, or a clearing broker-dealer registered with the United States Securities and Exchange Commission and operating pursuant to United States Securities and Exchange Commission Rule 15c3-3 (17 C.F.R. Section 240.15c3-3) as custodian for the City with respect to the certificates of deposit, (8) fully collateralized repurchase agreements that have a defined termination date, are fully secured by a combination of cash and obligations described in clause (1) which are pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with a third party selected and approved by the City and are placed through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas; (9) bankers' acceptances with a stated maturity of 270 days or less from the date of its issuance, if the short-term obligations of the accepting bank or its parent are rated at least A-1 or P-1 or the equivalent by at least one nationally recognized credit rating agency, (10) commercial paper that is rated at least A-1 or P-1 or the equivalent by either (a) two nationally recognized credit rating agencies or (b) one nationally recognized credit rating agency if the paper is fully secured by an irrevocable letter of credit issued by a U.S. or state bank, (11) no-load money market mutual funds registered with and regulated by the United States Securities and Exchange Commission that have a dollar weighted average stated maturity of 90 days or less and include in their investment objectives the maintenance of a stable net asset value of $1 for each share, (12) no-load mutual funds registered with the United States Securities and Exchange Commission that have an average weighted maturity of less than two years, invest exclusively in obligations described in the preceding clauses, and are continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent, and (13) public funds investment pools that have an advisory board which includes participants in the pool and are continuously rated as to investment quality by at least one nationally recognized investment rating firm of not less than AAA or its equivalent. Texas law also permits the City to invest bond proceeds in a guaranteed investment contract, subject to limitations as set forth in the Public Funds Investment Act, Texas Government Code, Chapter 2256 (the "PFIA").

A political subdivision such as the City may enter into securities lending programs if (i) the securities loaned under the program are 100% collateralized, a loan made under the program allows for termination at any time and a loan made under the program is either secured by (a) obligations that are described in clauses (1) through (6) above, (b) irrevocable letters of credit issued by a state or national bank that is continuously rated by a nationally recognized investment rating firm at not less than A or its equivalent or (c) cash invested in obligations described in clauses (1) through (6) above, clauses (10) through (12) above, or an authorized investment pool; (ii) securities held as collateral under a loan are pledged to the City, held in the City's name and deposited at the time the investment is made with the City or a third party designated by the City; (iii) a loan made under the program through either a primary government securities dealer or a financial institution doing business in the State of Texas; and (iv) the agreement to lend securities has a term of one year or less.

The City may invest in such obligations directly or through government investment pools that invest solely in such obligations provided that the pools are rated no lower than AAA or AAA-m or an equivalent by at least one nationally recognized rating service. The City may also contract with an investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. Section 80b- 1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control for a term up to two years, but the City retains ultimate responsibility as fiduciary of its assets. In order to renew or extend such a contract, the City must do so by order, ordinance, or resolution.

The City is specifically prohibited from investing in: (1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal; (2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security and bears no interest; (3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years; and (4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index.

Investment Policies . . .Under Texas law, the City is required to invest its funds under written investment policies that primarily emphasize safety of principal and liquidity; that address investment diversification, yield, maturity, and the quality and capability of investment management; and that include a list of authorized investments for City funds, maximum allowable stated maturity of any individual investment and the maximum average dollar-weighted maturity allowed for pooled fund groups. All City funds must be invested consistent with a formally adopted "Investment Strategy Statement" that specifically addresses each funds' investment. Each Investment Strategy Statement will describe its objectives concerning: (1) suitability of investment type, (2) preservation and safety of principal, (3) liquidity, (4) marketability of each investment, (5) diversification of the portfolio, and (6) yield.

Under Texas law, City investments must be made "with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived." At least quarterly the investment officers of the City shall submit an investment report detailing: (1) the investment position of the City, (2) that all investment officers jointly prepared and signed the report, (3) the beginning market value, any additions and changes to market value and the ending value of each pooled fund group, (4) the book value and market value of each separately listed asset at the beginning and end of the reporting period, (5) the maturity date of each separately invested asset, (6) the account or fund or pooled fund group for which each individual investment was acquired, and (7) the compliance of the investment portfolio as it relates to: (a) adopted investment strategy statements and (b) state law. No person may invest City funds without express written authority from the City Council.

Additional Provisions . . .Under State law, the City is additionally required to: (1) annually review its adopted policies and strategies; (2) adopt a rule, order, ordinance or resolution stating that it has reviewed its investment policy and investment strategies and records any changes made to either its investment policy or investment strategy in the respective rule, order, ordinance or resolution; (3) require any investment officers with personal business relationships or relatives with firms seeking to sell securities to the entity to disclose the relationship and file a statement with the Texas Ethics Commission and the City; (4) require the qualified representative of firms offering to engage in an investment transaction with the City to: (a) receive and review the City's investment policy, (b) acknowledge that reasonable controls and procedures have been implemented to preclude investment transactions conducted between the City and the business organization that are not authorized by the City's investment policy (except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio or requires an interpretation of subjective investment standards), and (c) deliver a written statement in a form acceptable to the City and the business organization attesting to these requirements; (5) perform an annual audit of the management controls on investments and adherence to the City's investment policy; (6) provide specific investment training for the City's designated Investment Officer; (7) restrict reverse repurchase agreements to not more than 90 days and restrict the investment of reverse repurchase agreement funds to no greater than the term of the reverse purchase agreement; (8) restrict the investment in non-money market mutual funds in the aggregate to no more than 15% of the City's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service; (9) require local government investment pools to conform to the new disclosure, rating, net asset value, yield calculation, and advisory board requirements; and (10) at least annually review, revise, and adopt a list of qualified brokers that are authorized to engage in investment transactions with the City.

TABLE 14 – CURRENT INVESTMENTS

As of October 31, 2018, the City's investable funds were invested in the following categories:

Description	Percent of Total	Book Value	Market Value
TexPool	80.72%	$ 6,143,781	$ 6,143,781
Certificates of Deposit	2.77%	211,117	211,117
Money Market Savings	6.28%	477,997	477,997
Bank Deposits	10.22%	778,180	778,180
Total	100.00%	$ 7,611,076	$ 7,611,075

TAX MATTERS

TAX EXEMPTION

The delivery of the Certificates is subject to the opinion of Bond Counsel to the effect that interest on the Certificates for federal income tax purposes (1) will be excludable from gross income, as defined in section 61 of the Code, pursuant to section 103 of the Code and existing regulations, published rulings, and court decisions, and (2) will not be included in computing the alternative minimum taxable income of the owners thereof who are individuals or, except as hereinafter described, corporations. A form of Bond Counsel's opinion is reproduced as APPENDIX C. The statutes, regulations, rulings, and court decisions on which such opinion is based are subject to change.

For taxable years that began before January 1, 2018, interest on the Certificates owned by a corporation will be included in such corporation's adjusted current earnings for purposes of computing the alternative minimum tax on such corporation, other than an S corporation, a qualified mutual fund, a real estate investment trust, a real estate mortgage investment conduit, or a financial asset securitization investment trust ("FASIT"). The alternative minimum tax on corporations has been repealed for taxable years beginning on or after January 1, 2018.

In rendering the foregoing opinions, Bond Counsel will rely upon representations and certifications of the City made in a certificate dated the date of delivery of the Certificates pertaining to the use, expenditure, and investment of the proceeds of the Certificates and will assume continuing compliance by the City with the provisions of the Ordinance subsequent to the issuance of the Certificates. The Ordinance contains covenants by the City with respect to, among other matters, the use of the proceeds of the Certificates and the facilities financed therewith by persons other than state or local governmental units, the manner in which the proceeds of the Certificates are to be invested, the periodic calculation and payment to the United States Treasury of arbitrage "profits" from the investment of proceeds, and the reporting of certain information to the United States Treasury. Failure to comply with any of these covenants may cause interest on the Certificates to be includable in the gross income of the owners thereof from the date of the issuance of the Certificates.

Bond Counsel's opinion is not a guarantee of a result, but represents its legal judgment based upon its review of existing statutes, regulations, published rulings and court decisions and the representations and covenants of the City described above. No ruling has been sought from the IRS with respect to the matters addressed in the opinion of Bond Counsel, and Bond Counsel's opinion is not binding on the IRS. The IRS has an ongoing program of auditing the tax-exempt status of the interest on tax-exempt obligations. If an audit of the Certificates is commenced, under current procedures the IRS is likely to treat the City as the "taxpayer," and the owners of the Certificates would have no right to participate in the audit process. In responding to or defending an audit of the tax-exempt status of the interest on the Certificates, the City may have different or conflicting interests from the owners of the Certificates. Public awareness of any future audit of the Certificates could adversely affect the value and liquidity of the Certificates during the pendency of the audit, regardless of its ultimate outcome.

Except as described above, Bond Counsel expresses no other opinion with respect to any other federal, state or local tax consequences under present law, or proposed legislation, resulting from the receipt or accrual of interest on, or the acquisition or disposition of, the Certificates. Prospective purchasers of the Certificates should be aware that the ownership of tax-exempt obligations such as the Certificates may result in collateral federal tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, certain foreign corporations doing business in the United States, S corporations with subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a FASIT, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Prospective purchasers should consult their own tax advisors as to the applicability of these consequences to their particular circumstances.

Existing law may change to reduce or eliminate the benefit to bondholders of the exclusion of interest on the Certificates from gross income for federal income tax purposes. Any proposed legislation or administrative action, whether or not taken, could also affect the value and marketability of the Certificates. Prospective purchasers of the Certificates should consult with their own tax advisors with respect to any proposed or future changes in tax law.

TAX ACCOUNTING TREATMENT OF DISCOUNT AND PREMIUM ON CERTAIN CERTIFICATES

The initial public offering price of certain Certificates (the "Discount Certificates") may be less than the amount payable on such Certificates at maturity. An amount equal to the difference between the initial public offering price of a Discount Certificate (assuming that a substantial amount of the Discount Certificates of that maturity are sold to the public at such price) and the amount payable at maturity constitutes original issue discount to the initial purchaser of such Discount Certificate. A portion of such original issue discount allocable to the holding period of such Discount Certificate by the initial purchaser will, upon the disposition of such Discount Certificate (including by reason of its payment at maturity), be treated as interest excludable from gross income, rather than as taxable gain, for federal income tax purposes, on the same terms and conditions as those for other interest on the Certificates described above under "Tax Exemption." Such interest is considered to be accrued actuarially in accordance with the constant interest method over the life of a Discount Certificate, taking into account the semiannual compounding of accrued interest, 35 at the yield to maturity on such Discount Certificate and generally will be allocated to an initial purchaser in a different amount from the amount of the payment denominated as interest actually received by the initial purchaser during the tax year.

However, such interest may be required to be taken into account in determining the alternative minimum tax on corporations for taxable years that began before January 1, 2018, and the amount of the branch profits tax applicable to certain foreign corporations doing business in the United States, even though there will not be a corresponding cash payment. In addition, the accrual of such interest may result in certain other collateral federal income tax consequences to, among others, financial institutions, life insurance companies, property and casualty insurance companies, S corporations with subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, individuals otherwise qualifying for the earned income tax credit, owners of an interest in a FASIT, and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry, or who have paid or incurred certain expenses allocable to, tax-exempt obligations. Moreover, in the event of the redemption, sale or other taxable disposition of a Discount Certificate by the initial owner prior to maturity, the amount realized by such owner in excess of the basis of such Discount Certificate in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Discount Certificate was held) is includable in gross income.

Owners of Discount Certificates should consult with their own tax advisors with respect to the determination of accrued original issue discount on Discount Certificates for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Discount Certificates. It is possible that, under applicable provisions governing determination of state and local income taxes, accrued interest on Discount Certificates may be deemed to be received in the year of accrual even though there will not be a corresponding cash payment.

The initial public offering price of certain Certificates (the "Premium Certificates") may be greater than the amount payable on such Certificates at maturity. An amount equal to the difference between the initial public offering price of a Premium Certificate (assuming that a substantial amount of the Premium Certificates of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Certificates. The basis for federal income tax purposes of a Premium Certificate in the hands of such initial purchaser must be reduced each year by the amortizable bond premium, although no federal income tax deduction is allowed as a result of such reduction in basis for amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Certificate. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity.

Purchasers of the Premium Certificates should consult with their own tax advisors with respect to the determination of amortizable bond premium on Premium Certificates for federal income tax purposes and with respect to the state and local tax consequences of owning and disposing of Premium Certificates.

QUALIFIED TAX-EXEMPT OBLIGATIONS

Section 265 of the Code provides, in general, that interest expense to acquire or carry tax-exempt obligations is not deductible from the gross income of the owner of such obligations. In addition, section 265 of the Code generally disallows 100% of any deduction for interest expense which is incurred by "financial institutions" described in such section and is allocable, as computed in such section, to tax-exempt interest on obligations acquired after August 7, 1986. Section 265(b) of the Code provides an exception to this interest disallowance rule for interest expense allocable to tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which are designated by an issuer as "qualified tax-exempt obligations." An issuer may designate obligations as "qualified tax-exempt obligations" only if the amount of the issue of which they are a part, when added to the amount of all other tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) obligations and other than certain refunding bonds) issued or reasonably anticipated to be issued by the issuer during the same calendar year, does not exceed $10,000,000.

The City will designate the Certificates as "qualified tax-exempt obligations" and will certify its expectation that the above-described $10,000,000 ceiling will not be exceeded. Accordingly, it is anticipated that financial institutions which purchase the Obligations will not be subject to the 100% disallowance of interest expense allocable to interest on the Obligations under section 265(b) of the Code. However, the deduction for interest expense incurred by a financial institution which is allocable to the interest on the Obligations will be reduced by 20% pursuant to section 291 of the Code.

OTHER INFORMATION

RATING

The Certificates and presently outstanding tax supported debt of the City are rated "___" by S&P Global Ratings, a Standard and Poor's Financial Services LLC business ("S&P) without regard to credit enhancement. An explanation of the significance of such ratings may be obtained from the company furnishing the rating. The ratings reflect only the respective views of such organizations and the City makes no representation as to the appropriateness of the ratings. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either of such rating companies, if in the judgment of either companies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Certificates.

LITIGATION

It is the opinion of the City Attorney and City Staff that there is no pending litigation against the City that would have a material adverse financial impact upon the City or its operations.

REGISTRATION AND QUALIFICATION OF CERTIFICATES FOR SALE

The sale of the Certificates has not been registered under the Federal Securities Act of 1933, as amended, in reliance upon the exemption provided thereunder by Section 3(a)(2); and the Certificates have not been qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Certificates been qualified under the securities acts of any jurisdiction. The City assumes no responsibility for qualification of the Certificates under the securities laws of any jurisdiction in which the Certificates may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for qualification for sale or other disposition of the Certificates shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

LEGAL INVESTMENTS AND ELIGIBILITY TO SECURE PUBLIC FUNDS IN TEXAS

Section 1201.041 of the Public Security Procedures Act (Chapter 1201, Texas Government Code) provides that the Certificates are negotiable instruments governed by Chapter 8, Texas Business and Commerce Code, and are legal and authorized investments for insurance companies, fiduciaries, and trustees, and for the sinking funds of municipalities or other political subdivisions or public agencies of the State of Texas. With respect to investment in the Certificates by municipalities or other political subdivisions or public agencies of the State of Texas, the Public Funds Investment Act, Chapter 2256, Texas Government Code, requires that the Certificates be assigned a rating of "A" or its equivalent as to investment quality by a national rating agency. See "OTHER INFORMATION - RATINGS" herein. In addition, various provisions of the Texas Finance Code provide that, subject to a prudent investor standard, the Certificates are legal investments for state banks, savings banks, trust companies with at capital of one million dollars or more, and savings and loan associations. The Certificates are eligible to secure deposits of any public funds of the State, its agencies, and its political subdivisions, and are legal security for those deposits to the extent of their market value. No review by the City has been made of the laws in other states to determine whether the Certificates are legal investments for various institutions in those states.

LEGAL OPINIONS AND NO-LITIGATION CERTIFICATE

The City will furnish a complete transcript of proceedings had incident to the authorization and issuance of the Certificates, including the unqualified approving legal opinion of the Attorney General of Texas approving the Initial Certificate and to the effect that the Certificates are valid and legally binding obligations of the City, and based upon examination of such transcript of proceedings, the approving legal opinion of Bond Counsel, to like effect and to the effect that the interest on the Certificates will be excludable from gross income for federal income tax purposes under Section 103(a) of the Code, subject to the matters described under "Tax Matters" herein, including the alternative minimum tax on corporations. The customary closing papers, including a certificate to the effect that no litigation of any nature has been filed or is then pending to restrain the issuance and delivery of the Certificates, or which would affect the provision made for their payment or security, or in any manner questioning the validity of said Certificates will also be furnished. Bond Counsel was not requested to participate, and did not take part, in the preparation of the Notice of Sale and Bidding Instructions, the Official Bid Form and the Official Statement, and such firm has not assumed any responsibility with respect thereto or undertaken independently to verify any of the information contained therein, except that, in its capacity as Bond Counsel, such firm has reviewed the information describing the Certificates in the Official Statement to verify that such description conforms to the provisions of the Ordinance. The legal fee to be paid Bond Counsel for services rendered in connection with the issuance of the Certificates is contingent on the sale and delivery of the Certificates. The legal opinion will accompany the Certificates deposited with DTC or will be printed on the Certificates in the event of the discontinuance of the Book-Entry-Only System.

AUTHENTICITY OF FINANCIAL DATA AND OTHER INFORMATION

The financial data and other information contained herein have been obtained from City records, audited financial statements and other sources which are believed to be reliable. There is no guarantee that any of the assumptions or estimates contained herein will be realized. All of the summaries of the statutes, documents and resolutions contained in this Official Statement are made subject to all of the provisions of such statutes, documents and resolutions. These summaries do not purport to be complete statements of such provisions and reference is made to such documents for further information. Reference is made to original documents in all respects.

CONTINUING DISCLOSURE OF INFORMATION

In the Ordinance, the City has made the following agreement for the benefit of the holders and beneficial owners of the Certificates. The City is required to observe the agreement for so long as it remains obligated to advance funds to pay the Certificates. Under the agreement, the City will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified material events, to the Municipal Securities Rulemaking Board (the "MSRB"). This information will be available free of charge from the MSRB via the Electronic Municipal Market Access ("EMMA") system at www.emma.msrb.org.

ANNUAL REPORTS

The City will provide annually to the Municipal Rulemaking Board (the "MSRB") through its Electronic Municipal Market Access system ("EMMA"), within six months after the end of each fiscal year ending in or after September 30, 2018, financial information and operating data with respect to the City of the general type included in the Official Statement provided to the Purchaser in connection with its initial approval of its purchase of the Certificate of Obligations, being the information in tables 1 through 14 and as described in Appendix B hereto. Any financial statements so to be provided will be (1) prepared in accordance with the accounting principles set forth in Appendix B to the Official Statement, or as may otherwise hereafter be established consistent with Texas law and Generally Accepted Accounting Principles, and (2) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If audited financial statements are not so provided, then the City will provide audited financial statements for the applicable fiscal year to the MSRB through EMMA, when and if audited financial statements become available but if such audited financial statements are unavailable the City will provide such financial statements on an unaudited basis within the above-described six-month period.

If the City changes its fiscal year, it will notify the MSRB through EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data.

The financial information and operating data to be provided may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document, if it is available from the MSRB) that theretofore has been provided to the MSRB through EMMA or filed with the United States Securities and Exchange Commission (the "SEC"), or may be provided in any other manner consistent with the SEC Rule 15c2-12 (the "Rule").

NOTICE OF CERTAIN EVENTS

The City will notify the MSRB through EMMA of any of the following events with respect to the Certificates in a timely manner, and not more than 10 business days after occurrence of the event:

1) Principal and interest payment delinquencies;

2) Non-payment related defaults, if material;

3) Unscheduled draws on debt service reserves reflecting financial difficulties;

4) Unscheduled draws on credit enhancements reflecting financial difficulties;

5) Substitution of credit or liquidity providers, or their failure to perform;

6) Adverse tax opinions the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax-exempt status of the Certificates, or other material events affecting the tax status of the Certificates;

7) Modifications to rights of Registered Owners of the Certificates, if material;

8) Certificate calls, if material, and tender offers;

9) Defeasances;

10) Release, substitution, or sale of property securing repayment of the Certificates; if material;

11) Rating changes;

12) Bankruptcy, insolvency, receivership, or similar event of the City, which will occur as described below;

13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
The City will notify the MSRB through EMMA., in a timely manner, of any failure by the City to provide financial information or operating data in accordance with the Ordinance by the time required.

AVAILABILITY OF INFORMATION

The City has agreed to provide the foregoing information only as described above. Investors will be able to access continuing disclosure information filed with the MSRB free of charge at www.emma.msrb.org.

LIMITATIONS AND AMENDMENTS

The City will be obligated to observe and perform its continuing disclosure covenants while it remains the "obligated person" with respect to the Certificates within the meaning of the Rule, except that the City in any event will give the notice of any Certificate calls and defeasance that cause the City to be no longer such an "obligated person".

These provisions are for the sole benefit of the registered owners and beneficial owners of the Certificates, and nothing, express or implied, will give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide and has not undertaken to provide any other information that may be relevant or material to a complete presentation of the financial results, condition, or prospects of the City or the State of Texas or hereby undertake to update any information except as expressly provided. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Certificates at any future date.

UNDER NO CIRCUMSTANCES WILL THE CITY BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY CERTIFICATE ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THE ORDINANCE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH WILL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the City in observing or performing its obligations will constitute a breach of or default.

The City may amend its continuing disclosure undertaking from time to time to adapt to changed circumstances resulting from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions, as so amended, would have permitted an underwriter to purchase or sell Certificates in the primary offering of the Certificates in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the registered owners of a majority in aggregate principal amount (or any greater amount required by any other provision of the Ordinance that authorizes such an amendment) of the Outstanding Certificates consent to such amendment or (b) a Person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the registered owners and beneficial owners of the Certificates. The City may also amend or repeal the provisions if the SEC amends or repeals the applicable provisions of the Rule or a court of final jurisdiction determines that such provisions are invalid, but in either case only to the extent that its right to do so would not prevent the Underwriter from lawfully purchasing the Certificates.

COMPLIANCE WITH PRIOR UNDERTAKINGS

[TO BE UPDATED]

FINANCIAL ADVISOR

Masterson Advisors LLC is employed as Financial Advisor to the City in connection with the issuance of the Certificates. The Financial Advisor's fee for services rendered with respect to the sale of the Certificates is contingent upon the issuance and delivery of the Certificates. Masterson Advisors LLC, in its capacity as Financial Advisor, does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Certificates, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

The Financial Advisor to the City has provided the following sentence for inclusion in this Official Statement. The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the City and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

INITIAL PURCHASER

INITIAL PURCHASER

After requesting competitive bids for the Certificates, the City accepted the bid of____________________________(the "Initial Purchaser") to purchase the Certificates at the interest rates shown on the inside cover of this Official Statement at a purchase price of par of the principal amount thereof plus a cash premium of $____________. The initial yield at which the Certificates will be priced and reoffered will be established by and will be the responsibility of the Initial Purchaser. The City has no control over the price at which the Certificates are subsequently sold. The Initial Purchaser can give no assurance that any trading market will be developed for the Certificates after their sale by the City to the Initial Purchaser.

FORWARD LOOKING STATEMENTS DISCLAIMER

The statements contained in this Official Statement, and in any other information provided by the City, that are not purely historical, are forward-looking statements, including statements regarding the City's expectations, hopes, intentions, or strategies regarding the future. Readers should not place undue reliance on forward-looking statements. All forward-looking statements included in this Official Statement are based on information available to the City on the date hereof, and the City assumes no obligation to update any such forward-looking statements. The City's actual results could differ materially from those discussed in such forward-looking statements.

The forward-looking statements included herein are necessarily based on various assumptions and estimates and are inherently subject to various risks and uncertainties, including risks and uncertainties relating to the possible invalidity of the underlying assumptions and estimates and possible changes or developments in social, economic, business, industry, market, legal, and regulatory circumstances and conditions and actions taken or omitted to be taken by third parties, including customers, suppliers, business partners and competitors, and legislative, judicial, and other governmental authorities and officials. Assumptions related to the foregoing involve judgments with respect to, among other things, future economic, competitive, and market conditions and future business decisions, all of which are difficult or impossible to predict accurately and many of which are beyond the control of the City. Any of such assumptions could be inaccurate and, therefore, there can be no assurance that the forward-looking statements included in this Official Statement will prove to be accurate.

CERTIFICATION OF THE OFFICIAL STATEMENT

At the time of payment for and delivery of the Certificates, the Initial Purchaser will be furnished a certificate, executed by a proper officer acting in his or her official capacity, to the effect that to the best of his or her knowledge and belief: (a) the descriptions and statements of or pertaining to the City contained in its Official Statement, and any addenda, supplement or amendment thereto, on the date of such Official Statement, on the date of sale of said Certificates and the acceptance of the best bid therefor, and on the date of the delivery, were and are true and correct in all material respects; (b) insofar as the City and its affairs, including its financial affairs, are concerned, such Official Statement did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; (c) insofar as the descriptions and statements, including financial data, of or pertaining to entities, other than the City, and their activities contained in such Official Statement are concerned, such statements, and data have been obtained from sources which the City believes to be reliable and the City has no reason to believe that they are untrue in any material respect; and (d) there has been no material adverse change in the financial condition of the City since the date of the last audited financial statements of the City.

The Ordinance authorizing the issuance of the Bonds will also approve the form and content of this Official Statement, and any addenda, supplement or amendment thereto, and authorize its further use in the reoffering of the Bonds by the Purchaser.

APPENDIX A

GENERAL INFORMATION REGARDING THE CITY

THE CITY

The City of Spring Valley Village (the "City") is a residential area surrounded by the City of Houston, west of Loop 610 and north of Interstate Highway 10. The City is one of the six Memorial Villages located ten miles west of downtown Houston. The City's 2010 population was 3,715, a 2.88% increase since 2000. Some of the services that the City provides are public safety (police and fire protection), highways and streets, sanitation, water and sewer services, and general administrative services.

ECONOMY

The City continues to be a thriving community. The City is reaching out to commercial businesses through newly developed economic incentive programs. Businesses have been attracted to the City through such programs and have helped boost sagging sales tax revenue. The City continues to strive to develop land left vacant as a result of the I-10 expansion. Numerous inquiries have been fielded from developers on the vacant land and the City anticipates development in the somewhat near future. Despite the downturn in the housing market, new housing construction in the City remains strong. In fiscal year 2017, property tax revenue increased by 5.8% due to an increase in property tax values and increased collections from delinquent property taxes. Sales tax also increased over the prior year by 5.5%.

Harris County and the Houston Metropolitan area comprise a leading region of business development in the nation. The economy is based on petrochemicals, tourism, shipping, refining, chemicals, space exploration, medical research, manufacturing and education. The West Houston area is recognized as one of the most active centers of business and industrial development in the region. Industry in the area includes manufacturers of oil field machinery and equipment, fabricated metals, lumber, plastic and rubber products, tools and nonelectric machinery. Numerous shopping centers, malls, other retail establishments, and a wide variety of service-oriented businesses are located within the area and offer a complement to industry.

POPULATION

1990 Official Census	2000 Official Census	2010 Official Census
3,392	3,611	3,715

LABOR STATISTICS (TEXAS WORKFORCE COMMISSION)

Harris County

Calendar Year	Labor Force	Total Employment	Unemployment	Rate
2013	2,199,353	2,066,248	133,105	6.05%
2014	2,230,152	2,119,161	110,991	4.98%
2015	2,232,553	2,129,050	103,503	4.64%
2016	2,246,239	2,126,642	119,597	5.32%
2017	2,268,944	2,155,485	113,459	5.00%
2018(1)	2,319,271	2,216,500	102,771	4.43%

Source: Texas Workforce Commission

(1) Average as of November 2018.

APPENDIX B

EXCERPTS FROM THE

CITY OF SPRING VALLEY VILLAGE, TEXAS

ANNUAL FINANCIAL REPORT

For the Year Ended September 30, 2017

The information contained in this Appendix consists of excerpts from the City of Spring Valley Village, Texas Annual Financial Report for the Year Ended September 30, 2017, and is not intended to be a complete statement of the City's financial condition. Reference is made to the complete Report for further information.

APPENDIX C

FORM OF OPINION OF BOND COUNSEL

DIVIDER PAGE

BOOK-ENTRY-ONLY SYSTEM

NOTICE OF SALE
AND
BIDDING INSTRUCTIONS

ON
$6,740,000*
CITY OF SPRING VALLEY VILLAGE, TEXAS
(Harris County)
TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019

Sealed Bids Due Tuesday, January 22, 2019, AT 10:00 A.M., CST

THE CERTIFICATES **WILL BE** DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS.

THE SALE

CERTIFICATES OFFERED FOR SALE AT COMPETITIVE BIDDING . . . The City of Spring Valley Village, Texas (the "City") is offering for sale its $6,740,000* Tax and Revenue Certificates of Obligation, Series 2019 (the "Certificates"). Bidders may submit bids for the Certificates by any of the following methods:

(1) Deliver bids directly to the Financial Advisor as described below in "Bids Delivered to Financial Advisor;"
(2) Submit bids electronically as described below in "Electronic Bidding Procedures;" or
(3) No bids will be accepted by telephone or facsimile.

BIDS DELIVERED TO THE FINANCIAL ADVISOR . . . Sealed bids, plainly marked "Bid for Certificates", should be addressed to "Mayor and City Council, City of Spring Valley Village, Texas", and delivered to 4400 Post Oak Parkway, Suite 2370, Houston, Texas 77027, prior to 10:00 A.M., CST, on the date of the bid opening. All bids must be submitted on the Official Bid Form, without alteration or interlineation.

ELECTRONIC BIDDING PROCEDURE . . . Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY. **Bidders submitting an electronic bid shall not be required to submit official bid forms.** Subscription to the i-Deal LLC's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The City will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Certificates on the terms provided in this Notice of Sale and Bidding Instructions (this "Notice of Sale") and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the City. The City shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provisions of this Notice of Sale shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Notice of Sale shall control. Further information about PARITY, including any fee charged, may be obtained from Parity Customer Support, 40 West 23rd Street, 5th Floor, New York, New York 10010, (212) 404-8102.

For purposes of both the written sealed bid process and the electronic bidding process, the time as maintained by PARITY shall constitute the official time. For information purposes only, bidders are requested to state in their electronic bids the true interest cost to the City, as described under "CONDITIONS OF THE SALE - BASIS FOR AWARD" below. All electronic bids shall be deemed to incorporate the provisions of this Notice of Sale and the Official Bid Form.

Masterson Advisors LLC will not be responsible for submitting any bids received after the above deadlines.

Masterson Advisors LLC assumes no responsibility or liability with respect to any irregularities associated with the submission of bids regardless of the submission option that is exercised.

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* Preliminary, subject to change.

PLACE AND TIME OF BID OPENING . . . The bids for the Certificates will be publicly opened and read in the office of Masterson Advisors LLC, 4400 Post Oak Parkway, Suite 2370, Houston, Texas 77027, at 10:00 A.M., CST, Tuesday, January 22, 2019.

AWARD OF THE CERTIFICATES . . . The City Council will take action to award the Certificates (or reject all bids) at a meeting scheduled to convene at 6:00 P.M., CST, on the date of the bid opening, and adopt an ordinance authorizing the Certificates and approving the Official Statement (the "Ordinance").

THE CERTIFICATES

DESCRIPTION . . . The Certificates will be dated February 15, 2019. Interest will accrue from the date of initial delivery (the "Delivery Date") expected to be February 19, 2019, and will be due on August 15, 2019, and each February 15 and August 15 thereafter until the earlier of maturity or prior redemption. The Certificates will be issued only in fully registered form in any integral multiple of $5,000 for any one maturity. The Certificates will mature on February 15 in each year as follows:

MATURITY SCHEDULE

Maturity February 15	Principal Amount*	Maturity February 15	Principal Amount*
2020	$ 240,000	2030	$ 335,000
2021	245,000	2031	345,000
2022	255,000	2032	355,000
2023	260,000	2033	370,000
2024	275,000	2034	385,000
2025	285,000	2035	400,000
2026	295,000	2036	415,000
2027	305,000	2037	430,000
2028	315,000	2038	445,000
2029	325,000	2039	460,000

ADJUSTMENT OF PRINCIPAL AMOUNTS. . . Prior to receiving bids on the Bonds the City may, in its sole discretion, adjust the "CONDITIONS OF THE SALE" and the principal amounts set forth above (the "Maturity Schedule"). The City will give notice of any such adjustment no later than 18 hours prior to the sale.

If, after final computation of the Bids, in awarding the sale to the best bidder, the City may determine that the funds necessary to carry out the purposes for which the Certificates are to be issued is either more or less than the proceeds of the proposed sale of all of the Certificates or that the principal amounts may need to be adjusted to accommodate the desired debt structure. The City reserves the right to adjust, by no more than ten percent (10.0%) the principal amount of the Certificates (including sinking fund installments in the case of Term Certificates, if any) shown on the Maturity Schedule. All calculations will be rounded to the nearest $5,000. The amount of Certificates maturing in each year may be increased or decreased by more than ten percent (10.0%) so long as the City adheres to the overall ten percent (10.0%) limitation on the amount of change to the total principal amount.

If the City exercises its right to adjust the principal amount of the Certificates, the City agrees that any such adjustment(s) of the affected bid shall be contingent upon the preservation of the bidder's underwriting spread, as contemplated by the original bid. The winning bidder's acceptance of any adjustment(s) of the principal amount of the Certificates shall be verbally confirmed by (and subject to the verbal confirmation of) the City's financial advisor prior to the approval of the winning bid by the Commission.

There is no guarantee that adjustments and/or revisions will not be necessary in order to properly size the Certificates. Accordingly, the City reserves the right in its sole discretion to make adjustments as previously described above, even if the issue size of the Certificates does not change from the original par amount of the Certificates. In the event of any such adjustment and/or revision, no rebidding will be permitted, and the purchase price as may have been bid on the Certificates shall be adjusted accordingly.

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* Preliminary, subject to change.

OPTIONAL REDEMPTION . . . The City reserves the right, at its option, to redeem Certificates having stated maturities on and after February 15, 2029, in whole or in part in principal amounts of $5,000 or any integral multiple thereof, on February 15, 2028, or any date thereafter, at the par value thereof plus accrued interest to the date fixed for redemption.

SERIAL CERTIFICATES AND/OR TERM CERTIFICATES . . . Bidders may provide that all of the Certificates be issued as serial certificates or may provide that any two or more consecutive annual principal amounts be combined into one or more term certificates.

MANDATORY SINKING FUND REDEMPTION . . . If the successful bidder elects to alter the Maturity Schedule reflected above and convert the principal amounts of any Serial Certificates into Term Certificates, such Term Certificates shall be subject to mandatory redemption commencing on February 15 of the first year which has been combined to form such Term Certificate, and annually thereafter on each February 15 until the stated maturity for the Term Certificates at the redemption price of par plus accrued interest to the date of redemption. The principal amounts of the Term Certificates to be redeemed on each mandatory redemption date shall be the principal amounts that would have been due and payable in the Maturity Schedule shown above had no designation of such maturities as Term Certificates occurred. At least thirty (30) days prior to each mandatory date, the Paying Agent/Registrar shall select by lot the Term Certificates to be redeemed and cause a notice of redemption to be given in the manner provided in the Official Statement. The principal amount of the Term Certificates required to be redeemed pursuant to the operation of such mandatory redemption provisions may be reduced, at the option of the City, by the principal amount of the Term Certificates of the same maturity which at least fifty (50) days prior to a mandatory redemption date (i) shall have been acquired by the City at a price not exceeding the principal amount of such Term Certificates plus accrued interest to the date of purchase and delivered to the Paying Agent/Registrar for cancellation or (ii) shall have been redeemed pursuant to the optional redemption provisions and not theretofore credited against a mandatory redemption requirement.

BOOK-ENTRY-ONLY SYSTEM . . . The City intends to utilize the Book-Entry-Only System of The Depository Trust Company ("DTC"). See "THE CERTIFICATES - BOOK-ENTRY-ONLY SYSTEM" in the Official Statement.

PAYING AGENT/REGISTRAR . . . The initial Paying Agent/Registrar shall be The Bank of New York Mellon Trust Company, N.A., Dallas, Texas. See "THE CERTIFICATES - PAYING AGENT/REGISTRAR" in the Official Statement.

SECURITY FOR THE CERTIFICATES . . . The Certificates constitute direct obligations of the City, payable from the levy and collection of an annual ad valorem tax, within the limits prescribed by law, on all taxable property within the City and a limited pledge of a subordinate lien on the net revenues of the City's waterworks and sewer system. See "THE CERTIFICATES - SECURITY AND SOURCE OF PAYMENT" in the Official Statement.

Further details regarding the Certificates are set forth in the Preliminary Official Statement.

CONDITIONS OF THE SALE

TYPE OF BIDS AND INTEREST RATES . . . The Certificates will be sold in one block on an "All or None" basis, and at a price of not less than 100% or more than 110% of the total par value. The principal amounts listed herein were calculated with a total bid premium of 101.9%. Bidders are invited to name the rate(s) of interested to be borne by the Certificates, provided that each rate bid must be in a multiple of 1/8th of 1% or 1/100th of 1% and the net effective interest rate must not exceed 15%. The highest rate bid may not exceed the lowest bid by more than 3% in rate. No maturity may have a dollar price less than 97.50%. No limitation is imposed upon bidders as to the number of rates or changes which may be used. All Certificates of one maturity must bear one and the same rate. No bids involving supplemental interest rates will be considered.

BASIS FOR AWARD . . . Subject to the City's right to reject any or all bids and to waive any irregularities except time of filing, the sale of the Certificates will be awarded to the bidder or syndicate account manager whose name first appears on the Official Bid Form (the "Initial Purchaser") making a bid that conforms to the specifications herein and which produces the lowest True Interest Cost rate to the City. The True Interest Cost rate is that rate which, when used to compute the total present value as of the Delivery Date of all debt service payments on the Certificates on the basis of semi-annual compounding, produces an amount equal to the sum of the par value of the Certificates plus any premium bid, if any. In the event of a bidder's error in interest cost rate calculations, the interest rates, and premium, if any, set forth in the Official Bid Form will be considered as the intended bid.

GOOD FAITH DEPOSIT . . . A Good Faith Deposit, payable to the “City of Spring Valley Village, Texas”, in the amount of $134,800, is required. Such Good Faith Deposit shall be a bank cashier's check or certified check, which is to be retained uncashed by the City pending the Initial Purchaser's compliance with the terms of the bid and the Notice of Sale and Bidding Instructions. The Good Faith Deposit may accompany the Official Bid Form or it may be submitted separately. If submitted separately, it shall be made available to the City prior to the opening of the bids, and shall be accompanied by instructions from the bank on which drawn which authorize its use as a Good Faith Deposit by the Initial Purchaser who shall be named in such instructions. **The Good Faith Deposit of the Initial Purchaser will be returned to the Initial Purchaser unendorsed upon payment for the Certificates.** No interest will be allowed on the Good Faith Deposit. In the event the Initial Purchaser should fail or refuse to take up and pay for the Certificates in accordance with the bid, then said check shall be cashed and accepted by the City as full and complete liquidated damages. The checks accompanying bids other than the winning bid will be returned immediately after the bids are opened, and an award of the Certificates has been made.

ADDITIONAL CONDITION OF AWARD — DISCLOSURE OF INTERESTED PARTY FORM

OBLIGATION OF THE CITY TO RECEIVE INFORMATION FROM WINNING BIDDER. . . Pursuant to Texas Government Code, Section 2252.908 (the “Interested Party Disclosure Act”), if the winning bidder is not a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity, the City may not award the Certificates to that bidder unless the bidder submits a Certificate of Interested Parties Form 1295 (the “Disclosure Form”) to the City as prescribed by the Texas Ethics Commission (“TEC”). In the event that the bidder’s bid for the Certificates is the best bid received, the City, acting through its financial advisor, will promptly notify the bidder. That notification will serve as the conditional verbal acceptance of the bid and the winning bidder must promptly, not later than 2:00 p.m. (CST) on the Sale Date, file the materials described below.

PROCESS FOR COMPLETING THE DISCLOSURE FORM….The Disclosure Form can be found at https://www.ethics.state.tx.us/forms/1295.pdf, and reference should be made to the following information in order to complete it: (a) item 2 – Name of City (“City of Spring Valley Village, Texas”), (b) item 3 – the identification number (“____________________”), and (c) item 3 – description of the goods or services assigned to this contract by the City (“City of Spring Valley Village, Texas, Tax and Revenue Certificates of Obligation, Series 2019”).

If the winning bidder is <u>not</u> a publicly traded business entity or a wholly owned subsidiary of a publicly traded business entity, the City cannot accept your bid unless and until you:

(i) **complete the Disclosure Form electronically at the TEC’s “electronic portal”, and**

(ii) **print, sign and deliver a copy of the Disclosure Form that is generated by the TEC’s “electronic portal.”**

These materials must be delivered electronically to the City’s Bond Counsel at neil.thomas@nortonrosefulbright.com and reginald.wilson@nortonrosefulbright.com **no later than 2:00 p.m. (CST) on the Sale Date.**

Time will be of the essence in submitting the form to the City, and no bid will be accepted by the City unless a completed Disclosure Form is received on time for the winning bidder and each syndicate member listed on the Official Bid Form.

Neither the City nor its consultants have the ability to verify the information included in a Disclosure Form, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the Disclosure Form. Consequently, an entity intending to bid on the Bonds should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the City that its bid is the conditional winning bid.

ADDITIONAL CONDITION OF AWARD – COMPLIANCE WITH H.B. 89 AND S.B. 252, 85TH TEXAS LEGISLATURE. . . To the extent the sale of the Certificates that is the subject of this Notice of Sale constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, each bidder, through submittal of an executed Official Bid Form, verifies that it (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the bidder) does not boycott Israel and, except to the extent required by applicable federal law, will not boycott Israel through the term of the agreement set forth in the Official Bid Form. For purposes of this verification, “boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

Pursuant to Subchapter F, Chapter 2252, Texas Government Code, to the extent applicable, each bidder, through the submittal of the Official Bid Form, represents that it (including any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the bidder) is not a company (as defined in Section 2270.0001(2), Texas Government Code) engaged in business with Iran, Sudan, or a foreign terrorist organization (as defined in Section 2252.151(2), Texas Government Code) and that it is not on a list prepared and maintained by the Comptroller of Public Accounts of the State of Texas under Sections 2270.0201 or 2252.153, Texas Government Code.

DELIVERY OF THE CERTIFICATES AND ACCOMPANYING DOCUMENTS

CUSIP NUMBERS . . . It is anticipated that CUSIP identification numbers will appear on the Certificates, but neither the failure to print or type such number on any Certificate nor any error with respect thereto shall constitute cause for a failure or refusal by the Initial Purchaser to accept delivery of and pay for the Certificates in accordance with the terms of this Notice of Sale and the terms of the Official Bid Form. All expenses in relation to the printing or typing of CUSIP numbers on the Certificates shall be paid by the City; provided, however, that the CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid for by the Initial Purchaser.

DELIVERY OF CERTIFICATES . . . Delivery will be accomplished by the issuance of one Initial Certificate (also called the "Certificate" or "Certificates"), either in typed or printed form, in the aggregate principal amount of $6,740,000*, payable in stated installments to the Initial Purchaser, signed by the Mayor and City Secretary, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts. Upon delivery of the Initial Certificate, it shall be immediately cancelled and one definitive Certificate for each maturity will be registered and delivered only to Cede & Co., and deposited with DTC in connection with DTC's Book-Entry-Only System. Delivery will be at the principal office of the Paying Agent/Registrar. Payment for the Certificates must be made in immediately available funds for unconditional credit to the City, or as otherwise directed by the City. The Initial Purchaser will be given six business days' notice of the time fixed for delivery of the Certificates. It is anticipated that delivery of the Certificate(s) can be made on or about February 19, 2019, and it is understood and agreed that the Initial Purchaser will accept delivery and make payment for the Certificates by 10:00 AM, CST, on February 19, 2019, or thereafter on the date the Certificate is tendered for delivery, up to and including March 19, 2019. If for any reason the City is unable to make delivery on or before March 19, 2019, the City shall immediately contact the Initial Purchaser and offer to allow the Initial Purchaser to extend its offer for an additional thirty days. If the Initial Purchaser does not elect to extend its offer within six days thereafter, then its Good Faith Deposit will be returned, and both the City and the Initial Purchaser shall be relieved of any further obligation. In no event shall the City be liable for any damages by reason of its failure to deliver the Certificates, provided such failure is due to circumstances beyond the City's reasonable control.

CONDITIONS TO DELIVERY . . . The obligation of the Initial Purchaser to take up and pay for the Certificates is subject to the Initial Purchaser's receipt of (a) the legal opinion of Norton Rose Fulbright US LLP, Houston, Texas, Bond Counsel for the City ("Bond Counsel"), (b) the no-litigation certificate, and (c) the certification as to the Official Statement, all as further described in the Preliminary Official Statement.

ESTABLISHMENT OF ISSUE PRICE (HOLD-THE-OFFERING PRICE RULE WILL APPLY IF COMPETITIVE SALE REQUIREMENTS ARE NOT SATISFIED). . .

(a) The winning bidder shall assist the City in establishing the issue price of the Certificates and shall execute and deliver to the City by Closing an "issue price" or similar certificate setting forth the reasonably expected initial offering price to the public, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto, with such modifications as may be appropriate or necessary, in the reasonable judgment of the winning bidder, the City and Bond Counsel. All actions to be taken by the City under this Notice of Sale to establish the issue price of the Certificates may be taken on behalf of the City by the City's municipal advisor identified herein and any notice or report to be provided to the City may be provided to the City's municipal advisor.

(b) The City intends that the provisions of Treasury Regulation Section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of the Certificates) will apply to the initial sale of the Certificates (the "competitive sale requirements") because:

(1) the City shall disseminate this Notice of Sale to potential underwriters in a manner that is reasonably designed to reach potential underwriters:
(2) all bidders shall have an equal opportunity to bid;

* Preliminary, subject to change.

(3) the City may receive bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds; and
(4) the City anticipates awarding the sale of the Certificates to the bidder who submits a firm offer to purchase the Certificates at the highest price (or lowest interest cost), as set forth in this Notice of Sale.

Any bid submitted pursuant to this Notice of Sale shall be considered a firm offer for the purchase of the Certificates, as specified in the bid.

(c) In the event that the competitive sale requirements are not satisfied, the City shall so advise the winning bidder. In such event, the City intends to treat the initial offering price to the public as of the sale date of each maturity of the Certificates as the issue price of that maturity (the "hold-the-offering-price rule"). The City shall promptly advise the winning bidder, at or before the time of award of the Certificates, if the competitive sale requirements were not satisfied, in which case the hold-the-offering-price rule shall apply to the Certificates. Bids will not be subject to cancellation in the event that the competitive sale requirements are not satisfied and the hold-the-offering-price rule applies. In the event that the competitive sale requirements are not satisfied, the issue price certificate shall be modified as necessary in the reasonable judgment of Bond Counsel and the City.

(d) By submitting a bid, the winning bidder shall (i) confirm that the underwriters have offered or will offer the Certificates to the public on or before the date of award at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in the bid submitted by the winning bidder and (ii) agree, on behalf of the underwriters participating in the purchase of the Certificates, that the underwriters will neither offer nor sell unsold Certificates of any maturity to which the hold-the-offering-price rule applies to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

(1) the close of the fifth (5^{th}) business day after the sale date; or
(2) the date on which the underwriters have sold at least 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public.

The winning bidder shall promptly advise the City when the underwriters have sold 10% of that maturity of the Certificates to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

(e) The City acknowledges that, in making the representation set forth above, the winning bidder will rely on (i) the agreement of each underwriter to comply with the hold-the-offering-price rule, as set forth in an agreement among underwriters and the related pricing wires, (ii) in the event a selling group has been created in connection with the initial sale of the Certificates to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, as set forth in a selling group agreement and the related pricing wires, and (iii) in the event that an underwriter is a party to a third-party distribution agreement that was employed in connection with the initial sale of the Certificates to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, as set forth in the third-party distribution agreement and the related pricing wires. The City further acknowledges that each underwriter shall be solely liable for its failure to comply with its agreement regarding the hold-the-offering-price rule and that no underwriter shall be liable for the failure of any other underwriter, or of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a third-party distribution agreement to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Certificates.

(f) By submitting a bid, each bidder confirms that: (i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the bidder is a party) relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter, each dealer who is a member of the selling group, and each broker-dealer that is a party to such third-party distribution agreement, as applicable, to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder and as set forth in the related pricing wires, and (ii) any agreement among underwriters relating to the initial sale of the Certificates to the public, together with the related pricing wires, contains or will contain language obligating each underwriter that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the Certificates to the public to require each broker-dealer that is a party to such third-party distribution agreement to comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the winning bidder or such underwriter and as set forth in the related pricing wires.

(g) Sales of any Certificates to any person that is a related party to an underwriter shall not constitute sales to the public for purposes of this Notice of Sale. Further, for purposes of this section of the Notice of Sale:

(1) "public" means any person other than an underwriter or a related party,
(2) "underwriter" means (A) any person that agrees pursuant to a written contract with the City (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Certificates to the public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Certificates to the public),
(3) a purchaser of any of the Certificates is a "related party" to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and
(4) "sale date" means the date that the Certificates are awarded by the City to the winning bidder.

LEGAL OPINIONS . . . The Certificates are offered when, as and if issued, subject to the approval of the Attorney General of the State of Texas. Delivery of and payment for the Certificates is subject to the receipt by the Initial Purchaser of the opinion of Norton Rose Fulbright US LLP, Bond Counsel, substantially in the form reproduced in Appendix C to the Official Statement, to the effect that based upon an examination of a transcript of certified proceedings of the City relating to the authorization and issuance of the Certificates, the Certificates are validly issued under the Constitution and laws of the State of Texas and to the effect that interest on the Certificates is excludable from gross income for federal income tax purposes under existing law, subject to the matters described in "TAX MATTERS" in the Preliminary Official Statement including the alternative minimum tax on corporations.

QUALIFIED TAX EXEMPT OBLIGATIONS . . . The City will designate the Certificates as "qualified tax-exempt obligations" for financial institutions. See "TAX MATTERS – QUALIFIED TAX-EXEMPT OBLIGATIONS" in the Official Statement.

CERTIFICATION OF OFFICIAL STATEMENT . . . At the time of payment for and Initial Delivery of the Certificates, the City will execute and deliver to the Initial Purchaser a certificate in the form set forth in the Official Statement under the heading "OTHER INFORMATION–CERTIFICATION OF THE OFFICIAL STATEMENT."

CHANGE IN TAX EXEMPT STATUS . . . .At any time before the Certificates are tendered for delivery, the Initial Purchaser may withdraw its bid if the interest received by private holders on obligations of the same type and character shall be declared to be includable in gross income under present federal income tax laws, either by ruling of the Internal Revenue Service or by a decision of any Federal court, or shall be declared taxable or be required to be taken into account in computing any federal income taxes, by the terms of any federal income tax law enacted subsequent to the date of this Notice of Sale.

GENERAL

FINANCIAL ADVISOR . . . Masterson Advisors LLC is employed as Financial Advisor to the City in connection with the issuance of the Certificates. The Financial Advisor's fee for services rendered with respect to the sale of the Certificates is contingent upon the issuance and delivery of the Certificates. Masterson Advisors LLC has agreed, in its Financial Advisory contract, not to bid for the Certificates, either independently or as a member of a syndicate organized to submit a bid for the Certificates. Masterson Advisors LLC, in its capacity as Financial Advisor, does not assume any responsibility for the information, covenants and representations contained in any of the legal documents with respect to the federal income tax status of the Certificates, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

BLUE SKY LAWS . . . By submission of its bid, the Initial Purchaser represents that the sale of the Certificates in states other than Texas will be made only pursuant to exemptions from registration or, where necessary, the Initial Purchaser will register the Certificates in accordance with the securities law of the states in which the Certificates are offered or sold. The City agrees to cooperate with the Initial Purchaser, at the Initial Purchaser's written request and expense, in registering the Certificates or obtaining an exemption from registration in any state where such action is necessary, provided, however, that the City shall not be obligated to execute a general or special consent to service of process in any such jurisdiction.

NOT AN OFFER TO SELL . . . This Notice of Sale does not alone constitute an offer to sell the Certificates, but is merely notice of the sale of the Certificates. The offer to sell the Certificates is being made by means of this Notice of Sale, the Official Bid Form and the Official Statement collectively. Prospective purchasers are urged to carefully examine the Official Statement to determine the investment quality of the Certificates.

ISSUANCE OF ADDITIONAL DEBT . . . The City does not anticipate the issuance of additional general obligation debt backed by ad valorem taxes for projects in the next twelve months.

RATINGS . . . The Certificates and existing debt of the City have been rated "___" by S&P Global Ratings, a Standard and Poor's Financial Services LLC business ("S&P")without regard to credit enhancement. The City will pay the costs associated with the assignment of the rating from S&P. The use of any other rating on the bonds will be the responsibility of the Initial Purchaser to provide payment for such assignment.

THE OFFICIAL STATEMENT AND COMPLIANCE WITH SEC RULE 15C2-12 . . . The City has prepared the accompanying Official Statement and, for the limited purpose of complying with SEC Rule 15c2-12, deems such Official Statement to be final as of its date within the meaning of such Rule for the purpose of review prior to bidding. To the best knowledge and belief of the City, the Official Statement contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Certificates. Representations made and to be made by the City concerning the absence of material misstatements and omissions in the Official Statement are addressed elsewhere in this Notice of Sale and in the Official Statement.

The City will furnish to the Initial Purchaser(s), acting through a designated senior representative, in accordance with instructions received from the Initial Purchaser(s), within seven (7) business days from the sale date an aggregate of 150 copies of the Official Statement reflecting interest rates and other terms relating to the initial reoffering of the Certificates. The cost of any Official Statement in excess of the number specified shall be prepared and distributed at the cost of the Initial Purchaser(s). The Initial Purchaser(s) shall be responsible for providing in writing the initial reoffering prices and other terms, if any, to the Financial Advisor by the close of the next business day after the award. Except as noted above, the City assumes no responsibility or obligation for the distribution or delivery of any copies of the Official Statement in connection with the offering or reoffering of the subject securities.

CONTINUING DISCLOSURE AGREEMENT . . . The City will agree in the Ordinance to provide certain periodic information and notices of material events in accordance with Securities and Exchange Commission Rule 15c2-12, as described in the Official Statement under "CONTINUING DISCLOSURE OF INFORMATION". The Initial Purchaser(s') obligation to accept and pay for the Certificates is conditioned upon delivery to the Initial Purchaser(s) or (their) agent of a certified copy of the Ordinance containing the agreement described under such heading.

COMPLIANCE WITH PRIOR UNDERTAKINGS . . . [TO BE UPDATED]

ADDITIONAL COPIES OF NOTICE, BID FORM AND STATEMENT . . . A limited number of additional copies of this Notice of Sale, the Official Bid Form and the Official Statement, as available over and above the normal mailing, may be obtained at the offices of Masterson Advisors LLC, 4400 Post Oak Parkway, Suite 2370, Houston, Texas 77027, Financial Advisor to the City.

The City Council has approved the form and content of the Notice of Sale, the Official Bid Form and Official Statement, and authorized the use thereof in its initial offering of the Certificates. On the date of the sale, the City Council will, in the Ordinance authorizing the issuance of the Certificates, confirm its approval of the form and content of the Official Statement, and any addenda, supplement or amendment thereto, and authorize its use in the reoffering of the Certificates by the Initial Purchaser.

OFFICIAL BID FORM

Honorable Mayor and City Council
City of Spring Valley Village, Texas

January 22, 2019

Members of the City Council:

Reference is made to your Official Statement and Notice of Sale and Bidding Instructions, dated January __, 2019 of $6,740,000* CITY OF SPRING VALLEY VILLAGE, TEXAS TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019 (the "Certificates"), both of which constitute a part hereof.

For your legally issued Certificates, as described in said Notice of Sale and Bidding Instructions and Official Statement, we will pay you par plus a cash premium not less than 100% or more than 110% of the total par value for Certificates maturing and bearing interest as follows:

Maturity February 15	Principal Amount	Interest Rate	Maturity February 15	Principal Amount	Interest Rate
2020	$ 240,000	________ %	2030	$ 335,000	________ %
2021	245,000	________	2031	345,000	________
2022	255,000	________	2032	355,000	________
2023	260,000	________	2033	370,000	________
2024	275,000	________	2034	385,000	________
2025	285,000	________	2035	400,000	________
2026	295,000	________	2036	415,000	________
2027	305,000	________	2037	430,000	________
2028	315,000	________	2038	445,000	________
2029	325,000	________	2039	460,000	________

Of the principal maturities set forth in the table above, term certificates have been created as indicated in the following table (which may include multiple term certificates, one term certificate or no term certificate if none is indicated). For those years which have been combined into a term certificate, the principal amount shown in the table above shall be the mandatory sinking fund redemption amounts in such years except that the amount shown in the year of the term certificate maturity date shall mature in such year. The term certificates created are as follows:

Term Certificate Maturity Date	Year of First Mandatory Redemption	Principal Amount of Term Certificate	Interest Rate
____________	____________	$ ____________	____________ %
____________	____________	$ ____________	____________ %
____________	____________	$ ____________	____________ %
____________	____________	$ ____________	____________ %

Our calculation (which is not a part of this bid) of the interest cost from the above is:

TRUE INTEREST COST ___________%

The Initial Certificates shall be registered in the name of_______________________________________, which will, upon payment for the Certificates, be cancelled by the Paying Agent/Registrar. The Certificates will then be registered in the name of Cede & Co. (DTC's partnership nominee), under the Book-Entry-Only System.

The Bonds [are/are not] being insured by __________________ at a premium of $_______, said premium to be paid by the Initial Purchaser. Any rating fees associated with the use of insurance will be the responsibility of the Initial Purchaser.

A bank cashier's check or certified check of the______________________Bank,_____________, in the amount of $134,800, which represents our Good Faith Deposit (is attached hereto) or (has been made available to you prior to the opening of this bid), and is submitted in accordance with the terms as set forth in the Official Statement and Notice of Sale and Bidding Instructions.

* Preliminary, subject to change.

We agree to accept delivery of the Certificates utilizing the Book-Entry-Only System through DTC and make payment for the Initial Certificate in immediately available funds in the Corporate Trust Division, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, not later than 10:00 AM, CST, on February 19, 2019, or thereafter on the date the Certificates are tendered for delivery, pursuant to the terms set forth in the Notice of Sale and Bidding Instructions. It will be the obligation of the purchaser of the Certificates to complete the DTC Eligibility Questionnaire.

The undersigned agrees to complete, execute, and deliver to the City, at least six business days prior to delivery of the Certificates, a certificate relating to the "issue price" of the Certificates in the form and to the effect accompanying the Notice of Sale and Bidding Instructions, with such changes thereto as may be acceptable to the City.

The undersigned further agrees, if the City receives fewer than three bids for the Certificates, that it will neither offer nor sell the Certificates of any maturity to any person at a price that is higher than the initial offering price to the public for the Certificates of that maturity during the period starting on the Sale Date and ending on the earlier of (i) the close of the 5th business day after the Sale Date, or (ii) the date on which the winning bidder has sold at least 10% of the Certificates of that maturity to the public at a price no higher than the initial offering price to the public. Masterson Advisors LLC will advise the winning bidder the number of bids received by the City on the Sale Date.

The undersigned acknowledges that if the undersigned is not exempt as a publicly traded entity under Section 2252.908 of the Texas Government Codes, the City may not accept this bid until it has received from the bidder the Certificate of Interested Parties Form 1295 (the “Disclosure Form”) and Certification of Filing that is generated by the Texas Ethics Commission’s (the “TEC”) electronic portal in accordance with Section 2252.908 of the Texas Government Code, and the TEC’s rules promulgated thereunder. **The undersigned understands that the City will not accept the enclosed bid unless the Disclosure Form and Certification of Filing is received by 2:00 p.m. (CST) on the Sale Date.**

By submission of a bid, the bidder represents that, to the extent this bid form constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the bidder, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the bidder is a company (as defined in Section 2252.151(2), Texas Government Code) listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

By submission of a bid, the bidder represents and verifies that, to the extent this bid form constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law including without limitation, 50 U.S.C. Section 4607, neither the bidder, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the bidder: (i) boycotts Israel, or (ii) will boycott Israel through the term of this bid form, which shall begin as of the time accepted by the City and shall end as of the end of the “underwriting period” provided by 17 CFR 240.15c2-12. The terms “boycotts Israel” and “boycott Israel” as used in this paragraph have the meanings assigned to the term “boycott Israel” in Section 808.001 of the Texas Government Code.

We agree to provide in writing the initial reoffering prices and other terms, if any, to the Financial Advisor by the close of the next business day after the award.

Respectfully submitted,	Syndicate Members:
______________________________	______________________________
Name of Initial Purchaser or Manager	
______________________________	______________________________
Authorized Representative	
______________________________	______________________________
Phone Number	
______________________________	______________________________
Signature	

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by the City of Spring Valley Village, Texas, subject to and in accordance with the Notice of Sale and Bidding Instructions, this the 22nd day of January 2019.

/s/ ______________________________

Mayor

City of Spring Valley Village, Texas

ATTEST:

/s/ ______________________________

City Secretary

$6,740,000
CITY OF SPRING VALLEY VILLAGE, TEXAS (HARRIS COUNTY)
TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2019

CERTIFICATE REGARDING ISSUE PRICE

The undersigned, on behalf of [________________] (the "Initial Purchaser"), hereby certifies as set forth below with respect to the sale of the above-captioned obligations (the "Certificates") of the City of Spring Valley Village, Texas (the "Issuer").

1. ***Reasonably Expected Initial Offering Price.***

(a) As of the Sale Date, the reasonably expected initial offering prices of the Certificates to the Public by the Initial Purchaser are the prices listed in Schedule A (the "Expected Offering Prices"). The Expected Offering Prices are the prices for the Maturities of the Certificates used by the Initial Purchaser in formulating its bid to purchase the Certificates. Attached as Schedule B is a true and correct copy of the bid provided by the Initial Purchaser to purchase the Certificates.

(b) the Initial Purchaser was not given the opportunity to review other bids prior to submitting its bid.

(c) The bid submitted by the Initial Purchaser constituted a firm offer to purchase the Certificates.

2. ***Defined Terms.***

(a) Maturity means Certificates with the same credit and payment terms. Certificates with different maturity dates, or Certificates with the same maturity date but different stated interest rates, are treated as separate Maturities.

(b) Public means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(c) Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Certificates. The Sale Date of the Certificates is January 22, 2019.

(d) Underwriter means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Certificates to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Certificates to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the Certificates to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents the Initial Purchaser's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the tax certificate with respect to the Certificates and with respect to compliance with the federal income tax rules affecting the Certificates, and by Norton Rose Fulbright US LLP in connection with rendering its opinion that the interest on the Certificates is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the Issuer from time to time relating to the Certificates.

[NAME OF INITIAL PURCHASER]

By:____

Name:______________________________________

Title:_______________________________________

Dated: __________________, 2019

Spring Valley Village City Council
Agenda Item Data Sheet

MEETING DATE:	December 11, 2018
TOPIC:	**Approval of Village Fire Department FY 2018 Budget Amendment #2.**
BACKGROUND:	During the October 15, 2018 meeting, the Village Fire Department Board of Commissioners approved Budget Amendment #2 for FY 2018 to increase the Professional Services budget line item by $50,000 and include the use of the FEMA reimbursement and 3rd quarter ambulance reimbursement towards the cost of the roof replacement in Fund 4 for a total budget amendment of $163,810.97. The City had anticipated paying a higher amount for its proportionate share of the roof replacement costs ($45,500.00); however, with the reduced costs, the City's share of these costs will be $18,494.28. The City's proportionate share of the increased Professional Fees will only be $8,125.00. Therefore, the total amount for the City's share of both the roof replacement and the Professional Fees will be $26,619.28 – which is $18,880.72 less than what the City had anticipated paying for just the roof replacement. The $26,619.28 will be added to the City's assessments for both November and December. If approved, this amount will be included in the City's FY 2019 Budget Amendment The Village Fire Department requests that the Council approve FY 2018 Budget Amendment #2.
RECOMMENDATION:	Staff recommends approval of Village Fire Department FY 2018 Budget Amendment #2.
ATTACHMENTS:	• Letter from Village Fire Department Concerning Approved FY 2018 Budget Amendment #2 Including Approved Budget Summary and Budget Assessments
FUNDING ISSUES:	☐ Not applicable – no dollars are being spent or received. ☐ Full amount already budgeted in Acct/Project# ___________ ☒ Not budgeted, if approved, the following will be included in the next Budget Amendment: ☐ $_______ from Acct/Project# ___________ will be transferred to Acct/Project# ___________ ☒ $__26,619.28_ from unassigned fund balance will be used and added to Acct/Project# _10-20-5628__ ☐ $_______ will be added to Revenue Acct# __-____ and $_______ added to Expenditure Acct/Project# ___________
FINANCE VERIFICATION OF FUNDING:	[signature]

SUBMITTING STAFF MEMBER:	**CITY ADMINISTRATOR APPROVAL:**
Michelle Yi, City Treasurer	[signature]

ACTIONS TAKEN

APPROVAL	READING PASSED	OTHER
❑YES ❑NO		

PAGE 1 OF 1

Memorandum

To: Ms. Karen Glynn, City of Bunker Hill Village
Ms. Kelly Johnson, City of Hedwig Village
Ms. Susan Blevins, City of Hilshire Village
Mr. Tom Fullen, City of Hunters Creek Village
Mr. Roger Nelson, City of Piney Point Village
Ms. Julie Robinson, City of Spring Valley

CC: Village Fire Department Commissioner and Alternates

From: Marlo Longoria

Date: October 19, 2018

Re: 2018 Amended Budget Information

During our Special Board Meeting October 15, 2018, the Village Fire Department Board of Commissioners voted by roll call to increase the Professional Services budget line item for budget year 2018 by $50,000. With the city's approval each city will pay their proportionate share.

In addition, it was approved at our July 25, 2018 regular board meeting, the 3rd Quarter ambulance revenue of $39, 899.27 and the FEMA reimbursement of $126,289.76 is to be placed in Facility Fund 4 and to be applied towards the $280,000 roof replacement expense. This leaves a remaining balance of $113,810.97 to be paid by each city's proportionate share.

Attached is the 2018 Amended Budget Summary for consideration.

Advise us on your council's action in writing.

Thank you,

Marlo Longoria

Enclosure

Village Fire Department
2018 Approved Budget

			AMENDMENTS	*Total*
CAPITAL EXPENDITURES:				
CONTINGENCY - FACILITY	35,000			
MISC. TOOLS & EQUIP./HOSE:	10,000			
PROTECTIVE GEAR	20,000			
		$65,000		
PERSONNEL EXPENDITURES:				
Salaries	3,332,583			
457 Plan Contribution	65,651			
Salaries - Overtime	105,000			
Professinal Certification	44,400			
FICA	271,394			
Life/Disability Insurance	23,000			
Retirment	227,758			
Hospitalization	611,095			
Meal Allowance	31,978			
Workers Compensation	35,000			
		$4,747,859		
OPERATIONAL EXPENDITURES				
Ambulance Medical Supplies	50,000			
Building Supplies & Maintenance	47,000			
Chemicals	2,000			
Emergency Contingency	20,000			
Dues/Subscriptions	6,500			
Fire Prevention/Public Relations	12,000			
GAS & OIL	45,000			
INSURANCE - CASUALTY	42,000			
Miscellaneous	7,200			
Office Expenses/Postage/Printing/Sta	37,000			
Professional Services	112,400		$50,000.00	*$162,400
Public Utlities	50,000			
Rent	10			
State Certification Fees	6,000			
Training Programs	25,000			
Uniforms	25,000			
Maintenance of Equipment	135,000			
		$622,110		
OPERATING BUDGET		$5,434,969		

CAPITAL REPLACEMENT FUND 2				
Escrow	130,000			
		$130,000		
COMPENSATION ABSENCE RESERVE FUND 3				
Escrow	45,000			
		$45,000		
FACILITY LONG RANGE PLAN FUND 4			$ 280,000.00	
		-	$ 126,289.76	
		-	$ 39,899.27	
Escrow	30,000		$ 113,810.97	
		$30,000		
		Total:	$143,811	
TOTAL BUDGET FOR 2018		**$5,639,969**		
EMS REVENUE FORECAST RETURNED TO CITI		$310,000		
				$ 163,810.97
Cost of Fire Department to the Cities		$5,329,969		

* Increase the amount budget for Professional services by 50,000

* Increase the amount budgeted in Facility Fund 4 by $280,000 paid by each cities proportiate share to provide funding for the replacement of the Fire station roof.

*Amendment #2 3Rd quarter ambulance revenue and FEMA toward 280,000

TOTAL BUDGET FOR 2018 WITH AMENDMENTS	**$5,803,780**

CITY	%	JANUARY 1-1/2 MONTHS	MONTHLY, FEBRUARY THROUGH NOVEMBER	DECEMBER	ANNUAL ASSESSMENT	Total Amendments	Monthly November/December	Total Amount November	December
						$ 163,810.97			
BUNKER HILL VILLAGE	19.00%	133,949.27	89,299.51	44,649.76	1,071,594.11	$ 31,124.08	$ 15,562.04	104,861.55	60,211.80
HEDWIG VILLAGE	18.50%	130,424.30	86,949.53	43,474.77	1,043,394.27	$ 30,305.03	$ 15,152.51	102,102.04	58,627.28
HILSHIRE VILLAGE	3.00%	21,149.90	14,099.93	7,049.97	169,199.07	$ 4,914.33	$ 2,457.16	16,557.09	9,507.13
HUNTERS CREEK VILLAGE	22.25%	156,861.65	104,574.43	52,287.22	1,254,893.11	$ 36,447.94	$ 18,223.97	122,798.40	70,511.19
PINEY POINT VILLAGE	21.00%	148,049.19	98,699.46	49,349.73	1,184,393.47	$ 34,400.30	$ 17,200.15	115,899.61	66,549.88
SPRING VALLEY VILLAGE	16.25%	114,561.87	76,374.58	38,187.29	916,494.97	$ 26,619.28	$ 13,309.64	89,684.22	51,496.93
						$ 163,810.97	$ 81,905.49		
	100%	$ 704,996.18	$ 469,997.44	$ 234,998.74	**$ 5,639,969.00**	**$ 5,803,779.97**			
			$ 4,699,974.40						

* Amendments to 2018 Budgets $50,000 plus $113,810.97 *

Police Department Staff Report

SPRING VALLEY POLICE DEPARTMENT
Calls - By Type

11\01\2018
thru 11\30\2018

Type	Description	# Of Calls
21	911 HANG UP	2
6	ACCIDENT	31
22	ALARM	47
23	AMBULANCE CALL	16
24	ANIMAL CALL	5
130	ARREST / COUNTY CHARGES	1
43	ASSIST OUTSIDE AGENCY	13
120	ASSIST THE PUBLIC	1
124	BURGLARY OF HABITATION	2
126	BURGLARY OF MOTOR VEHICLE	3
135	BUSINESS CHECK	198
48	CITY CREW REPAIRS	1
49	CIVIL MATTER	1
122	CRIMINAL MISCHIEF	1
38	DAMAGE TO CITY PROPERTY	1
53	DEBRIS IN ROADWAY	3
56	DISTURBANCE	1
60	FIRE CALL	11
62	FOUND PROPERTY	1
68	HOUSE CHECK	3
121	ILLEGAL PARKED VEHICLE	7
70	INFORMATION	24
71	INVESTIGATION	2
76	LOUD NOISE	3
77	MENTAL HEALTH COMMITMENT	1
81	OPEN DOOR	12
33	POSS. CONTROLLED SUBSTANCE	1
86	PUBLIC RELATIONS	84
87	RECKLESS DRIVING	1
88	RECOVERY STOLEN VEHICLE	1
96	SOLICITOR	2
97	SPECIAL ASSIGNMENT	1
99	STALLED VEHICLE	50
103	SUSPICIOUS ACTIVITY	7
104	SUSPICIOUS PERSON	8
105	SUSPICIOUS VEHICLE	33
4	THEFT	3
128	TRAFFIC ARREST	8
108	TRAFFIC CONTROL	1
109	TRAFFIC LIGHT REPAIR	1
11	TRAFFIC STOP	564
0	UNKNOWN	1
111	VEHICLE BLOCKING ROADWAY	8
112	VEHICLE CHECK	7
114	VIOLATION CITY ORDINANCE	5
42	WARRANT SERVICE	3
116	WATER LEAK	2
117	WELFARE CONCERN	8
	Total	1,190

Spring Valley Village, TX PD **Nov 1, 2018 - Nov 30, 2018**

Citation Violation Audit By Offense

Total Charges: **847**

Description	Counts
CHANGED LANE WHEN UNSAFE	3
CHILD (4-17) NOT SECURED BY SAFETY BELT	1
CITY ORDINANCE - SOLICITING WITHOUT A PERMIT - PEDDLER	1
CITY ORDINANCE - UNLAWFUL TRESPASSING	1
CONSUMPTION OF ALCOHOL BY MINOR	3
DEFECTIVE EQUIPMENT - WHITE LIGHT TO THE REAR	1
DEFECTIVE EQUIPMENT / NO LICENSE PLATE LIGHT	55
DEFECTIVE EQUIPMENT-BALD TIRES	1
DEFECTIVE HEAD LAMPS	55
DEFECTIVE HEAD LIGHTS	9
DEFECTIVE STOP LAMP(S)	16
DEFECTIVE TAIL LAMP(S)	14
DISPLAY FICTITIOUS/WRONG/UNCLEAN LICENSE PLATES	4
DISPLAY SUSPENDED DRIVER LICENSE	1
DISPLAY/ EXPIRED REGISTRATION	54
DISREGARD POLICE OFFICER	2
DRIVING WHILE LICENSE INVALID UNDER PROVISIONS OF DL LAWS	10
DRIVING WITHOUT ANY LICENSE	2
DROVE ON SIDEWALK	1
DROVE WITHOUT LIGHTS (WHEN REQUIRED)	20
DROVE WRONG SIDE OF ROAD	4
EXPIRED DRIVERS LICENSE	11
FAIL TO CONTROL SPEED	6
FAIL TO DISPLAY DRIVERS LICENSE	4
FAIL TO GET A TEXAS DRIVERS LICENSE AFTER 90 DAYS OF RESIDENCE IN THIS STATE	2
FAIL TO MAINTAIN FINANCIAL RESPONIBILITY	42
FAIL TO MAINTAIN FINANCIAL RESPONSIBILITY	19
FAIL TO OBEY TRAFFIC CONTROL SIGNAL	1

CONFIDENTIAL

Spring Valley Village, TX PD **Nov 1, 2018 - Nov 30, 2018**

Citation Violation Audit By Offense

Total Charges: **847**

Description	Counts
FAIL TO REPORT CHANGE OF ADDRESS	3
FAILED TO DIM HEADLIGHTS - FOLLOWING	7
FAILED TO DIM HEADLIGHTS - MEETING	29
FAILED TO DRIVE IN A SINGLE LANE	8
FAILED TO SIGNAL INTENT TO TURN	2
FAILED TO SIGNAL TURN	1
FAILED TO SIGNAL TURN / LANE CHANGE	9
FAILED TO STOP AT DESIGNATED POINT (STOP SIGN)	2
FAILED TO STOP AT PROPER PLACE (TRAFFIC LIGHT)	1
ILLEGAL BUYERS TAGS	2
ILLEGAL PARKING - NO PARKING ANY TIME	2
ILLEGAL PARKING - PARKING IN PRIVILEGED	1
ILLEGAL PASSING - 100FT OF INTERSECTION	1
ILLEGAL USE OF CELLULAR PHONE IN SCHOOL ZONE	1
IMPEDING TRAFFIC	1
LICENSE PLATE OBSCURED	1
MINOR IN POSSESSION OF ALCOHOL	1
NO DRIVERS LICENSE	82
NO FRONT LICENSE PLATE	1
OPEN CONTAINER	1
PARK OR STAND WITHIN 30 FT OF A TRAFFIC CONTROL DEVICE	1
PASSING AUTHORIZED EMERGENCY VEHICLE	5
PASSING/DISREGARD NO PASSING ZONE	1
POSSESSION OF DRUG PARAPHERNALIA	1
PUBLIC INTOXICATION	1
RAN RED LIGHT	52
RAN STOP SIGN	22
SPEEDING - REDUCED SPEED	1

Spring Valley Village, TX PD Nov 1, 2018 - Nov 30, 2018

Citation Violation Audit By Offense

Total Charges: **847**

Description	Counts
SPEEDING >10% ABOVE POSTED LIMIT	190
SPEEDING IN SCHOOL ZONE	65
TRAFFIC OTHER	3
TURNED RIGHT FROM WRONG LANE	1
UNRESTRAINED CHILD 5 YEARS OF AGE TO 17	1
VIOLATE DL RESTRICTION	1
VIOLATE DL RESTRICTION B	1
WORKING DURING NON-CONSTRUCTION HOURS	1
WRONG/ALTERED/OBSCURED LICENSE PLATE	1

MONTHLY K-9 REPORT

FOR THE MONTH OF: Nov-18

MOYER, NABORS
FRITZ, ODIN

	TOTALS
K-9 CALLS FOR SERVICE	
SPRING VALLEY VILLAGE	96
OUTSIDE AGENCY	0
K-9 APPREHENSIONS	
	0
NARCOTICS CASES	
	0
PUBLIC RELATIONS EVENT	
	18