

NOTICE OF REGULAR MEETING  
WOODLOCH TOWN COUNCIL

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
TOWN OF WOODLOCH



AGENDA

NOTICE IS HEREBY GIVEN that a regular meeting of the Woodloch Town Council will be held on Tuesday, January 8, 2013, 7:00pm, at 2620 N. Woodloch Dr., for the purpose of considering the items of business as follows:

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Opening Prayer
5. Citizen's Inquiry

*Responses to inquiries are limited by state law to a recitation of existing policy or a statement of specific factual information given in response to the inquiry. Any deliberation or decision by Council shall be limited to a proposal to place the subject on the agenda of a future meeting.*

ACTION AGENDA

6. Approval of Previous Meeting Minutes
7. Monthly Reports
  - A. Financial  
Revenue & Expenditures for Months of December, 2013
  - B. Tax Assessor  
Monthly Property Tax Activity Report for Months of December, 2013
  - C. Public Works  
Water and Wastewater Facilities Report for Months of December, 2013  
Grant Project Activities for Months of December, 2013
8. New Business
  - A. Approve Accounts Payable for the Month of December, 2013
  - B. Consider and Approve Water and Sewer Rate Ordinance, No. 2013-001
  - C. Closed Executive Session in Accordance with the Open Meetings Act, TEX. GOV'T CODE §551.071, §551.072 AND §551.074, to discuss:
    1. Employee Annual Review
    2. Employee Hire / Termination
    3. Current and/or Proposed Litigation
9. Items of Community Interest Which Require No Council Action
10. Adjournment

I certify that the attached notice of meeting was posted on the bulletin board at Town of Woodloch City Hall, 2620 N. Woodloch Drive, Woodloch, Texas on the 4th day of January, 2013, at 5:00pm.

A handwritten signature in cursive script, reading "Diane L. Lincoln".

Diane L. Lincoln  
Mayor

01-04-13 PM 4:32 RCVD

**TOWN OF WOODLOCH**  
2620 N. Woodloch  
P.O. Box 1379  
Conroe, Texas 77305-1379

A REGULAR MEETING OF THE TOWN OF WOODLOCH COUNCIL WAS HELD ON TUESDAY, JANUARY 8, 2013 AT THE CITY HALL LOCATED AT 2620 N. WOODLOCH.

1. CALL TO ORDER : The meeting was called to order by Mayor Lincoln at 7:02 p.m.
2. ROLL CALL: Present were Alderman's: L. Kays, J. Ray, L. Mack and L. Florence.
3. PLEDGE OF ALLEGIANCE: The pledge was led by Mayor Lincoln.
4. OPENING PRAYER: The prayer was led by L. Kays.
5. CITIZENS INQUIRY: NONE

**ACTION AGENDA**

**6. APPROVAL OF PREVIOUS MEETING MINUTES**

A motion to approve the minutes for the month of December 2012 meeting was made by Alderman J. Ray and seconded by L. Florence. There were no further questions or discussion. Motion carried: 4 Ayes, 0 Nays.

**MONTHLY REPORTS**

- A. Financial Revenue & Expenditures for Month of December 2012: Budget numbers were entered. We are working on the coding on the bills to make sure the splits are correct between ICL, OCL and General Operations. At this time its shows that General Operations is in the red \$1,414.40, that will change because of a payroll entry that was coded wrong, should have been put under Public Works instead. \$5,002.00 will be moved to Utility Funds and will bring the GF Account up to \$3500.00 in the black. The Utility Operations Account we are \$18,000 in the red. Overall Budget, combines General Operations and Public Works, total Revenues of \$ 65, 893.00, total expenditures of \$ 85,395.00. Need to have a Budget Workshop to include the Loan Payment.
- B. TAX ASSESSOR: Guy Griscom presented his report for December 2012: Total receipts for December was \$ 19,783.30, bringing November and December total collections to \$ 24,725.52, year to date on 2012 Taxes which represents 60.19%. Reminder that taxes are delinquent on Feb. 1, 2013. Page 3 notice that the last deposit in December was made on January 3, 2013, if its postmarked in December he has to post it as December but was not deposited at the bank until Jan. 3, 2013.
- C. PUBLIC WORKS

Mr. Ronnie Christian with H2O Services, Director of Public Works presented his report for December 2012. Total Wastewater treated was 456,000 gallons for December 2012. Total water pumped from Well #1 is 1,163,000 and Well #2 is 462,000 with a total of 1,625,000 for the month. At the Woodloch Lift Station #3 on 12/26/12, they were called out because the red light was on. They found both pumps were tripped due to storm in the area. they reset and monitored the station until levels were back to normal. Ronnie has a different report that he would like to make available to the Council each month on water usage, he will discuss with the Mayor. They need to keep up with water accountability better, could be some of the meters. This report will keep a better watch on the water usage. L. Kay's asked about the water valve box that is missing the cap, on the opposite side of the street from the Park. Ronnie said he would have Jason take a look at it and cover it so no one steps on it or it fills with dirt.

Derrin with Bleyl was present for the meeting and presented his report for December 2012. LSGCD Groundwater Conversion Credits Purchase Agreement: no additional activity to report. MUD#3 was issued 163,575 ground water credits on 9/25/12. LSGCD contacted them and explained the GC credits can be transferred thru a simple application process and transfer fee to cover processing. The Emergency Ground Storage Tank Replacement: He has prepared documents and the contractor submitted their bonds and insurance. He has the contract documents available for the Council for approval and execution from the Mayor. He will schedule the pre-construction meeting for this week if he gets signatures tonight so he can get submittals for the Tank and get the Project rolling. TWDB CWSRF 2013 Loan: He is preparing the Towns funding application for the design of the new WWTP and sanitary sewer replacement. The Water Conservation Plan is 90 % complete, the Preliminary Engineering Report for the WWTP is 50% complete and our portion of the funding application is 25% complete. His goal is to present the items to council at the February 5<sup>th</sup> Meeting for execution and authorization to submit the the TWDB. TWDB 2014 Intended Use Plan Solicitation: The Town will need to submit an IUP Solicitation package to the TWDB requesting funds for the Construction of the new WWTP and sanitary sewer replacement projects. The 2014 Solicitation Packets are due no later than March 1<sup>st</sup>. Estimated hourly fee to prepare and submit the 2014 IUP Solicitation package is \$6,000.00, which is \$2,500.00 less than the amount required to submit the 2013 IUP Solicitation he prepared last year. He is requesting authorization to prepare the Town's 2014 IUP Solicitation Package. The Mayor told Derrin that he is authorized to submit for project funds. Derrin also spoke with John Howell and he is 98% complete on the application for WWTP. L. Mack asked why there is a 2500.00 price difference in the price, he stated it was for the survey and that he can use the survey from last year. Mayor is signing contract tonight for Bleyl. Mayor Lincoln stated that the Annual Pumpage Report is due February 15<sup>th</sup> and it can be done online, copies of the report were made for Council.

#### 8. New Business:

( ) APPROVE ACCOUNTS PAYABLE FOR THE MONTH OF DECEMBER 2012: Total Bills are \$ 20,137.37 Motion to approve the Accounts Payable was made by J. Ray and seconded by L. Florence. There were no questions or discussion. Motion carried: 4 Ayes, 0 Nays.

B. Consider and Approve Water and Sewer Rates Ordinance, No. 2013-001: No copy available of the Ordinance, after speaking with Marcia and J. Howell it has been suggested that Council review ordinances of surrounding Cities to make sure there is enough money generated so they do not have to come back in two to three years to raise rates again. From what she has viewed online at different Cities, the rates for Outside City Limits are double Inside City Limits rates. Mayor Lincoln has talked to Marcia and J. Howell, all suggested a workshop to discuss this. J. Howell, Derrin and Marcia will be present at the workshop. Need to consider the GRP & Lone Star rates also, Marcia was hesitant about the Ordinance Rate being made without consideration of all fees. Our rates are considerably less than other cities. We are still considered to be in a drought. Conroe is almost 3.00 per 1,000 gallons. J. Ray wants a copy of MUD 15's Rate Ordinance. L. Kay's stated that Montgomery Creek Ranch pays a flat fee. Darrin stated that Montgomery Creek Ranch has higher taxes than the Town of Woodloch. We also need to send a letter of the change in rate structure to the Customers before mailing out the first bill with the increased rates. Motion to approve Ordinance was made by L. Mack and seconded by L. Florence. Also needs to state the improvements that have been made to the Outside City Limits, not Inside City Limits. : TABLED until special meeting on January 16<sup>th</sup> @ 10:00 am to approve water rates.

C. Closed Executive Session in Accordance with the Open Meetings Act, TEX. GOV'T Code 551.071, 551.072, and 551.074, to discuss: NONE

1. Employee Annual Review
2. Employee Hire / Termination
3. Current Litigation

Minutes January 8, 2013 Meeting  
Page 3

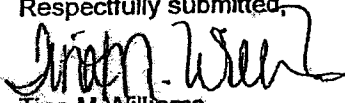
9. Items of Community Interest Which Require no Council action: National Fence is making all repairs on the Fencing surround the pool area.

10. ADJOURNMENT

There being no further items, a motion to adjourn was made by Alderman L. Mack and seconded by Alderman L. Florence. Motion carried. 4 Ayes, 0 Nays

The meeting was adjourned at 7:50 pm.

Respectfully submitted,



Tina M Williams  
City Secretary

NOTICE OF WORKSHOP  
WOODLOCH TOWN COUNCIL

STATE OF TEXAS  
COUNTY OF MONTGOMERY  
TOWN OF WOODLOCH



AGENDA

NOTICE IS HEREBY GIVEN THAT A SPECIAL MEETING OF THE WOODLOCH TOWN COUNCIL, Woodloch, Texas will be held on Friday, January 18, 2013, to be held at 11:00am, at 2620 N. Woodloch Dr., for the purpose of discussing the following items:

1. Call to Order
2. Roll Call

ACTION AGENDA

3. Old Business
  - A. Water and Sewer Rate Ordinance, 2013-001

Posted at City Hall located at 2620 N. Woodloch Drive, Woodloch, Texas on Monday, January 14, 2013 at 1:00pm.

A handwritten signature in black ink, appearing to read "Tina Williams".

Tina Williams  
City Secretary

TABLE 1 - BENEFIT TO LOW/MODERATE INCOME PERSONS

Montgomery County

A	B	C	D	E	F	G	H	I
ACTIVITY NUMBER	ACTIVITY NAME	TYPE	TOTAL NUMBER OF PERSONS TO BENEFIT	TOTAL NUMBER OF LOW/MOD PERSONS TO BENEFIT	PERCENT LOW/MOD BENEFIT	TCDP FUNDS	OTHER FUNDS (SHOW SOURCE)	TOTAL FUNDS
1a.	Water Facilities	1	184	115	63%	156,800	10,000 (Town of Woodloch)	166,800
1b	Sewer Facilities	1	184	115	63%	122,300	7,500 (Town of Woodloch)	129,800
24	Acquisition	1	184	115	63%	2,500		2,500
30	Engineering/Architectural Services	1	N/A	N/A				
	Basic Services--					33,400		33,400
	Special Services--					5,000		5,000
32	General Administration	1	N/A	N/A		30,000		30,000
	TOTALS		184	115		350,000	17,500	367,500

ADMINISTRATIVE FUNDS ARE LIMITED TO 16% OF THE TOTAL TCDP CONSTRUCTION AND ACQUISITION/RELOCATION DOLLARS REQUESTED

TYPE: CONTRACT = 1 FORCE ACCOUNT LABOR = 2 COMBINATION = 3

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# **MONTGOMERY COUNTY**

## **TCDP APPLICATION**

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**Water & Sewer System Improvements**

**River Oaks & Whispering Oaks Subdivisions**

**Water & Sewer System Improvements**

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**ALAN B. SADLER, COUNTY JUDGE**



HOUSTON-GALVESTON REGIONAL REVIEW COMMITTEE

LOCAL FINANCIAL CAPACITY

MONTGOMERY COUNTY

1. What is the local ad valorem (property) tax rate? .3774
2. What is the delinquency rate for the above? N/A
3. What taxes are levied through special districts in the jurisdiction?  
County--.4927; School District--1.5655; Hospital District--.15; College--.099;  
Drainage District--.7499; Road District--.0502; MUD 1.2812
4. What is the total tax rate (from all jurisdictions paid by the applicant's residents)? 4.3885
5. When was the last tax rate or property valuation increase for the applicant's jurisdiction? 1994

**NOTE: Questions 6 and following are answered as they relate to the utility supplier, the Town of Woodloch.**

6. What is the applicant's per capita bonded indebtedness based on principal and interest and based on 1990 Census population? \$ 857.29
7. What are the applicant's water and sewer rates?  
Water: \$25.00/First 7,000 Gal. + \$1.50/add. 1,000 Gal. Sewer: \$30.00
8. What is the maintenance schedule and dollar amount spent on capital improvements for the type of facility for which the locality is applying?  
  
The Town of Woodloch conducts maintenance of its water and sewer systems on an as-needed basis.
9. Historically, has the applicant funded improvement from local funds or bonds?  
Local \$ Amount: \$15,000 annually  
Bonds \$ Amount: \$ 200,000 in 2 issues for sewer treatment

10. What utilities are owned by the applicant jurisdiction?

The county does not own any utilities. The Town of Woodloch owns the water and sewer utilities for the project area.

What are the reserves for those utilities that are not committed to indebtedness?

N/A

11. What percent of revenues generated from the applicant's utilities are collected from residents outside the applicant's jurisdiction? 64.6%

12. What was the status of the local general fund at the end of the last fiscal year? Was there surplus? N/A

If so, how much is in surplus, and is this money dedicated for a particular purpose?

Surplus Amount: N/A Dedicated for: N/A

13. What amount of sales tax revenue does the community receive and what percent is it of total tax revenues?

Sales Tax Receipts: N/A Percent of Total Tax Revenues: N/A

14. Is there any information not specifically requested that the applicant would like to present to the Committee concerning their efforts locally?

Woodloch has just borrowed \$100,000 to make sewer treatment plant improvements.

15. For housing-related projects, what efforts have been made by the locality to improve housing conditions for the community as a whole? N/A

16. For housing-related projects, what efforts have been made by the locality to improve public services in the target area applied for? N/A

PROJECT SUMMARYPAGE 3Montgomery County

The county proposes to completely resolve the water problems of the Whispering Oaks and River Oaks subdivisions by drilling a 100 GPM water well with 85,000 Gallon bolted steel ground storage tank, two 100 GPM booster pumps, 5,000 Gallon pressure tank and electrical controls. They will also abandon and plug the two current inadequate wells and construct 5,250 l.f. of 8" PVC transmission line with 30 service connections and 2 fire hydrants. The water line construction will occur in the following locations:

<u>Street</u>	<u>From</u>	<u>To</u>
Needham Rd	Woodhollow	N. Woodloch Dr.
Needham Rd	River Ridge Rd.	River Oaks Rd.

The county will also completely resolve the sewer problems of the Whispering Oaks and River Oaks subdivisions by installing a new upgraded lift station in each of the subdivisions, by disconnecting from the abandoned sewer lines in Whispering Oaks and by installing a 4" force main from the new Whispering Oaks lift station to tie into the current sewer collection system. The sewer line construction will occur in the following locations:

<u>Street</u>	<u>From</u>	<u>To</u>
Unnamed St.	New lift station	Woodhollow Dr.
Woodhollow Dr.	Unnamed St.	Eastern subdivision line

This project will benefit all of the 184 people who reside in these two subdivisions, of which 155 (62%) are low to moderate income. The TCDP cost per beneficiary is \$1,902.17.

The construction activities, acquisition, engineering, and project administration will be financed through \$350,000 of TCDP funds and \$17,500 of funds from the Town of Woodloch. There are no other funding sources pending or anticipated to be used that would further address the need.


A well site will need to be acquired, under the constraints imposed by the Uniform Acquisition and Relocation Act of 1971, as amended. Accordingly, the county has budgeted \$2,500 for this activity.

This project has been submitted twice in the past, as a joint application with the Town of Woodloch. Neither Woodloch, or the county have any open TCDP grants.

APPLICATION FOR TCDP ASSISTANCE

PART I

OMB Approval No. 0348-004J

1 TYPE OF SUBMISSION		2 Date Submitted	Applicant Identifier
Application <input checked="" type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		3 Date Received by State	State Identifier
Preapplication <input type="checkbox"/> Construction <input type="checkbox"/> Non-Construction		4 Date Received by Federal Agency	Federal Identifier
5 APPLICANT INFORMATION			
Legal Name: <b>Montgomery County</b>		Organizational Unit: <b>County</b>	
Address (City, County, State and Zip code) <b>Montgomery County Courthouse Conroe, Texas 77305 Montgomery County</b>		Name/Title, Agency or Company, Address, Area Code and Telephone number of Application Preparer. <b>Raymond K. Vann &amp; Associates P. O. Box 241, Huntsville, TX 77342 (409) 291-2054</b>	
6 EMPLOYER IDENTIFICATION NUMBER (EIN)		7 TYPE OF APPLICANT: (check where appropriate below) A Municipal <input type="checkbox"/> B County <input type="checkbox"/> <input checked="" type="checkbox"/>	
8 TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		9 NAME OF FEDERAL AGENCY: <b>Texas Department of Housing and Community Affairs</b>	
11 DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: <b>Water and Sewer Improvements</b>		10 CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER <b>14 - 228</b> TITLE: <b>Texas Community Development Program</b>	
12 TARGET AREA(S) AFFECTED BY PROJECT: <b>River Oaks and Whispering Oaks Subdivisions Montgomery County, Texas</b>		11a TYPE OF APPLICATION: (check where appropriate below) <input checked="" type="checkbox"/> Community Development Fund <input type="checkbox"/> Colonia Fund <input type="checkbox"/> Disaster Relief/Urgent Need Fund	
14 CONGRESSIONAL DISTRICTS OF:		13 APPLICANT'S FISCAL YEAR: Beginning Date <u>1-Oct</u> Ending Date <u>30-Sep</u>	
15 ESTIMATED FUNDING:		16 IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? <input checked="" type="checkbox"/> YES THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR REVIEW ON DATE <u>10/5/94</u> <input type="checkbox"/> NO <input type="checkbox"/> PROGRAM IS NOT COVERED BY E.O. 12372 <input type="checkbox"/> OR PROGRAM HAS NOT BEEN SELECTED BY STATE FOR REVIEW	
a. TCDP Request \$ <b>350,000.00</b> b. Federal \$ c. State \$ d. Applicant \$ e. Local \$ <b>17,500.00</b> f. Other \$ g. TOTAL \$ <b>367,500.00</b>		17 IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? <input type="checkbox"/> Yes If "Yes" attach an explanation <input type="checkbox"/> No	
18 TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE CERTIFICATIONS AND CITIZEN PARTICIPATION PLAN INCLUDED IN THE PROCEDURES SECTION OF THE TCDP APPLICATION GUIDE IF THE ASSISTANCE IS AWARDED.			
a. Typed Name of Authorized Representative <b>Alan B. Sadler</b>		b. Title <b>County Judge</b>	
c. Telephone Number <b>(409) 539-7812</b>		d. Signature of Authorized Representative 	
e. Date Signed <b>12-Sep-94</b>			

## PART II - PROJECT APPROVAL INFORMATION

MONTGOMERY COUNTY

- Item 1.** Does the applicant levy and collect the following tax revenues?  
Local Property (Ad Valorem) Tax: Yes ☒ No ☐  
Local Sales Tax Option: Yes ☒ No ☐
- Item 2.** Does this assistance require State or local advisory clearance or review through the Texas Review and Comment System?  
Name of Agency or Board: TCDP Regional Review Committee
- Item 3.** Will the assistance requested serve or be located on a Federal Installation?  
Name of Federal Installation: \_\_\_\_\_  
Percent of Project: \_\_\_\_\_
- Item 4.** Will the assistance requested have any negative impact(s) or effect(s) on the environment? Note: All funded applicants will have to comply with Federal regulations regarding environmental clearance before funds are released. Yes ☐ No ☒
- Item 5.** Is the project in a designated flood hazard area? Yes ☐ No ☒
- Item 6.** Will the assistance requested cause the displacement of families, individuals, farms, or businesses?  
Number of: Families \_\_\_\_\_ Individuals \_\_\_\_\_  
Farms \_\_\_\_\_ Businesses \_\_\_\_\_
- Item 7.** Is the applicant providing access to the proposed improvements for each project beneficiary claimed? (TCDP policy requires that each person claimed as a project beneficiary must receive complete access to the proposed application improvements. Therefore, service reconnections or first time service yard lines and service connections must be provided.) Yes ☒ No ☐
- Item 8.** Will the applicant levy any assessments (tap, capital recovery or access fees) against the project beneficiaries? Yes ☐ No ☒  
  
If Yes, are funds to pay assessment for low/moderate income households included in this application for TCDP funding? (Special assessment costs must be included in application for TCDP funding. At a minimum, these costs must be included for very low income households.) Yes ☐ No ☐  
  
If No, briefly describe the assessment costs/fees involved and how these costs will be financed. At a minimum, the applicant must include financing of these costs/fees for very low income households.

NOT APPLICABLE (Reconnections Only)

PART III - PROJECT NARRATIVEA. COMMUNITY NEEDS ASSESSMENT

Each applicant for TCDP funds must: prepare an assessment of local housing and community development needs; allow for citizens input in the development of the needs and assessment through public hearings; and document that an activity benefiting persons located in the ETJ is meeting its housing and community development needs. Below, first list and describe all of the identified local priority community development and housing needs and not just the needs addressed in the application. Then provide a description of the needs addressed in the application. Then provide the methods used to develop the needs assessment.

COMMUNITY DEVELOPMENT AND HOUSING NEEDS IDENTIFIED BY LOCAL PRIORITY

- Adequate, potable water for the River Oaks and Whispering Oaks Subdivisions
- Proper sewage disposal for the River Oaks and Whispering Oaks Subdivisions
- Road and Drainage Improvements
- Economic Development
- Improvements to the Housing Stock

NEEDS ADDRESSED IN THIS APPLICATION

This project addresses the top two priorities for the county. This project will remove from service the inadequate wells currently serving the River Oaks and Whispering Oaks Subdivisions and replace them with a new well/water plant and 8" line serving these two areas. The project will also stop the pollution of the San Jacinto River by these two neighborhoods and provide them with standard sewer service.

NEEDS DETERMINED BY:

- 1) PUBLIC HEARING   ✓
- 2) COMMUNITY SURVEY
- 3) EXISTING STUDIES
- 4) OTHER

DATE OF ASSESSMENT:

8/9/94 & 9/12/94

PROJECT SUMMARYPAGE 1

## Montgomery County

WHY IS THE APPLICANT ADDRESSING THIS PARTICULAR NEED?

The Whispering Oaks and River Oaks Subdivisions, until recently, received their water and sewer service from small private utility systems. Each of these systems had substantial problems, and the Town of Woodloch, at the request of the state, acquired these systems, and now provides this service. However, Woodloch has not been able to solve the problems associated with each of these systems.

River Oaks

The well which provides the River Oaks subdivision with potable water is sorely inadequate. It is only a 4" well with a submersible pump, and it has no sanitary easement. In fact, its in a residential lot, fairly close to an old septic system. The old pressure and storage facilities is an old, small hydro-pneumatic tank. The inadequate water supply and pressure facilities have resulted in many complaints of low pressure and water shortages.

The lift station also fails to meet state standards, and has been cited by the state regulatory agency. It is simply too small to handle the flows and pump them into the downstream system. It needs to be replaced with a larger lift station.

Whispering Oaks

The only difference between the water system in this area, and that for River Oaks, is that this well is on a lot, with a fence. However, it also is an undersized well, with a submersible pump and a small hydro-pneumatic tank with no sanitary control easement. These two water systems each now stand entirely alone, with no interconnections with each other.

The sewer system which serves this area flows into another inadequate lift station. However, the problems are acerbated by the fact that the abandoned sewer lines for the portion of the original subdivision which lay in the 100 year flood plain also flow into that lift station. This abandoned portion of the subdivision was relocated at federal expense, but the utilities were never adjusted. The lift station lies across the abandoned portion of the subdivision from the occupied and occupiable portion Whispering Oaks. This has resulted in very high levels of infiltration/inflow in this lift station and also bypasses into the San Jacinto River. The TNRCC and TWC have repeatedly cited Woodloch for these violations. The city needs to install a new lift station which serves only Woodhollow Drive and a 4" force main to pump into the Woodloch collection system. It must then disconnect the old abandoned lines from the system.

PROJECT SUMMARYPAGE 1A

Montgomery County

WHAT IS THE EXTENT OF THE NEED?

The only way for the county to solve the water and sewer problems in the River Oaks and Whispering Oaks Subdivisions is to drill a 100 GPM water well with 85,000 Gallon bolted steel ground storage tank, two 100 GPM booster pumps, 5,000 Gallon pressure tank and electrical controls. They will also abandon and plug the two current inadequate wells and construct 5,250 l.f. of 8" PVC transmission line with 30 service connections and 2 fire hydrants to tie the two subdivisions' water distribution systems together. The sewer will be addressed by installing a new lift station in each of the subdivisions, by disconnecting from the abandoned sewer lines in Whispering Oaks and by installing a 4" force main from the new Whispering Oaks lift station to tie into the current sewer collection system. This will provide standard water and sewer service to both of these developments, while also eliminating the pollution of the San Jacinto River by the improperly disposed sewage.



PROJECT SUMMARYPAGE 2Montgomery County**What are the water sources for the system? (wells, surface water)?**

One well each for River Oaks and Whispering Oaks.

**If surface water is a source: When was the treatment facility constructed and what is the design population capacity for the existing facility.** N/A**If well water is a source: How old is each well? What is the existing pumping capacity for each well? What is the design population capacity when the pumping capacity for all operating wells is combined?**

The wells were both constructed in the early 1970s as 4" wells with submersible pumps. No well logs were kept, and therefore, the capacity is not known.

**When were the storage and pressure facilities built? What are the capacities for the existing storage and pressure facilities?**

Neither well site has significant storage facilities. The only treatment is chlorination which was recently added to the system by the Town of Woodloch.

**If line work is involved:**

The water lines proposed not to replace lines in place now, but are to supply water from the new water well in Whispering Oaks to the River Oaks Subdivision. The answers below address the existing distribution lines within the two subdivisions.

**When were the affected lines installed?** During the early 1970s.**What are the diameter of the affected lines?** 6"**If too many service connections are currently being served by undersized lines, what is the diameter of each of these lines and how many service connections are served by each line?** N/A**What are the pressure readings for the affected lines?** N/A**What are the material types of the affected lines?** Asbestos Cement and Plastic**Are any of the capacity/pressure improvements primarily for fire protection?** No.**Are fire hydrants included?** Yes, 2 new fire hydrants are included in this project.

PROJECT SUMMARY

Montgomery County

PAGE 2

When were the treatment facilities built? The early 1970s.

What is the design flow and permit capacity for the existing facilities? N/A

What is the present average daily flow? N/A

Is the treatment plant currently meeting its permit parameters? Yes

If not, is the noncompliance with the permit a result of deficient design capacity, not meeting the final treatment parameters, or an inflow/infiltration problem which only occurs during wet periods?

The infiltration/inflow from the abandoned sewers connected to the Whispering Oaks is a major problem, threatening the continued compliance with the treatment permit.

Will any increase in users be within the capacity of its existing discharge permit? N/A

Will any of the proposed improvements require the approval of a new permit or an amendment to an existing permit? No

Will any increase in users be within the capacity of its existing permit? N/A

If linework is involved:

The problem is with the abandoned sewer lines Whispering Oaks which will be bypassed, and with the inadequate lift stations in the two subdivisions. No collection lines are proposed for replacement.

When were the affected lines installed? The early 1970s.

What are the diameters of the affected lines? N/A

What are the material types of the affected lines? N/A

Has the line been cleaned or smoke tested in the past? If so, when? No

PROJECT SUMMARYPAGE 3

## Montgomery County

The county proposes to completely resolve the water problems of the Whispering Oaks and River Oaks subdivisions by drilling a 100 GPM water well with 85,000 Gallon bolted steel ground storage tank, two 100 GPM booster pumps, 5,000 Gallon pressure tank and electrical controls. They will also abandon and plug the two current inadequate wells and construct 5,250 l.f. of 8" PVC transmission line with 30 service connections and 2 fire hydrants. The water line construction will occur in the following locations:

<u>Street</u>	<u>From</u>	<u>To</u>
Needham Rd	Woodhollow	N. Woodloch Dr.
Needham Rd	River Ridge Rd.	River Oaks Rd.

The county will also completely resolve the sewer problems of the Whispering Oaks and River Oaks subdivisions by installing a new upgraded lift station in each of the subdivisions, by disconnecting from the abandoned sewer lines in Whispering Oaks and by installing a 4" force main from the new Whispering Oaks lift station to tie into the current sewer collection system. The sewer line construction will occur in the following locations:

<u>Street</u>	<u>From</u>	<u>To</u>
Unnamed St.	New lift station	Woodhollow Dr.
Woodhollow Dr.	Unnamed St.	Eastern subdivision line

This project will benefit all of the 184 people who reside in these two subdivisions, of which 155 (62%) are low to moderate income.

The construction activities, acquisition, engineering, and project administration will be financed through \$350,000 of TCDP funds and \$17,500 of funds from the Town of Woodloch. There are no other funding sources pending or anticipated to be used that would further address the need.

A well site will need to be acquired, under the constraints imposed by the Uniform Acquisition and Relocation Act of 1971, as amended. Accordingly, the county has budgeted \$2,500 for this activity.

PROJECT SUMMARYPAGE 4

Montgomery County

PROJECT BENEFICIARY INFORMATION

All applicants must provide the total number of project beneficiaries. From the total project beneficiaries, the applicant must provide the number of persons in each of the sex, race and Hispanic origin categories.

Total Project Beneficiaries: 184

Male	Female	White	Black	Hispanic	American/ Indian, Eskimo, Aleut	Asian & Pacific Islander	Other
<u>96</u>	<u>88</u>	<u>169</u>	<u>0</u>	<u>10</u>	<u>0</u>	<u>5</u>	<u>0</u>

BENEFICIARY IDENTIFICATION METHODS

If the applicant is using the TCDP survey to identify beneficiaries, answer questions (a), (b), and (c). Appendix IV contains specific guidelines for conducting a survey.

- (a) How many households/families will be assisted? 58
- (b) How many of the households/families responded to the survey? 50
- (c) What year(s) was the survey started and completed? 1991

If the applicant is using 1990 Census information to identify beneficiaries, answer questions (d) and (e).

- (d) Has the applicant provided the required Census map showing the boundaries of the project area? Yes      No
- (e) List all census tract, block numbering areas, or block groups, (full and partial) included in the project area. For city or county-wide projects, simply indicate "All".

\_\_\_\_\_

\_\_\_\_\_

Provide the number of project beneficiaries identified through each of the following methods:

Number Of Beneficiaries Identified Through TCDP Surveys: 184

Number Of Beneficiaries Identified Through 1990 Census Information: 0

Number Of Beneficiaries Identified Through Income Eligibility Methods: 0

Number Of Beneficiaries Identified Through Condition Eligibility Methods: 0

122-130

15

RECEIVED

## SURVEY TABULATION FORM

 APPLICANT TOWN OF WOODLOCH - MONTGOMERY COUNTY  
 DATE AUG 16 AM 10:55

(1) NUMBER OF HOUSEHOLDS RECEIVING PROJECT BENEFITS ----- 57 52  
 (2) NUMBER OF HOUSEHOLDS CONTACTED ----- 57 52  
 (3) NUMBER OF HOUSEHOLDS RESPONDING TO THE SURVEY ----- 50  
 (4) SURVEY RESPONSE RATE = (3) DIVIDED BY (1) = 0.87719 = (87.72) %

BREAKDOWN OF SURVEY RESPONSES BY FAMILY SIZE					
(5) FAMILY SIZE	(6) NUMBER OF RESPONSES	(7) NUMBER OF LOW/MOD RESPONSES	(8) NUMBER OF NON LOW/MOD RESPONSES	(9) NUMBER OF LOW/MOD PERSONS	(10) NUMBER OF NON LOW/MOD PERSONS
1	<u>3</u>	<u>1</u> <u>1</u>	<u>2</u> <u>✓</u>	<u>1</u>	<u>2</u>
2	<u>(20)</u>	<u>(8)</u> <u>10</u>	<u>(12)</u> <u>10</u>	<u>(16)</u> <u>20</u>	<u>(24)</u> <u>20</u>
3	<u>7</u>	<u>5</u> <u>✓</u>	<u>2</u> <u>✓</u>	<u>15</u>	<u>6</u>
4	<u>(9)</u>	<u>6</u> <u>✓</u>	<u>(3)</u>	<u>24</u>	<u>(12)</u>
5	<u>8</u>	<u>4</u>	<u>4</u>	<u>20</u>	<u>20</u>
6	<u>2</u>	<u>2</u>		<u>12</u>	
7	<u>1</u>	<u>1</u>		<u>7</u>	
8					
9					
10					
TOTALS -	<u>50</u>	<u>(27)</u> <u>39</u>	<u>(23)</u> <u>31</u>	<u>(95)</u> <u>99</u>	<u>(64)</u> <u>60</u>

(11) TOTAL PERSONS SURVEYED = TOTAL OF (9) + TOTAL OF (10) = (159)  
 (12) LOW/MOD PERCENTAGE = TOTAL OF (9) DIVIDED BY (11) = 0.59748 = 59.75 62.26  
 (13) SURVEY AVERAGE FAMILY SIZE = (11) DIVIDED BY TOTAL OF (6) = 3.18 = (3.18)  
 (14) NUMBER OF HOUSEHOLDS NOT SURVEYED = (1) MINUS (3) = (7) 2  
 (15) NUMBER OF BENEFICIARIES NOT SURVEYED = (13) x (14) = (22.26) 25  
 (16) LOW/MOD BENEFICIARIES NOT SURVEYED = (12) x (15) = (13.30) 16  
 (17) TOTAL BENEFICIARIES = (11) + (15) = (181) 184  
 TOTAL LOW/MOD BENEFICIARIES = TOTAL OF (9) + (16) = (108) 115

CERTIFICATION - I CERTIFY THAT THE INFORMATION IN THIS REPORT IS CORRECT TO THE BEST OF MY KNOWLEDGE AND WAS REPORTED IN ACCORDANCE WITH ACCOMPANYING INSTRUCTIONS

SIGNATURE: [Signature] CONTACT PERSON: RONALD SAKOWSKI P.E.  
 ADDRESS: 2202 TIMBERLOCH PLACE SUITE 100 WOODLAND, TX 77380  
 PHONE NUMBER: 712 363-4039 DATE: 8-15-91

☒ **PRINCIPALLY BENEFITS LOW AND MODERATE INCOME PERSONS**

**Identifying Project Activity Beneficiaries (Appendix III)**, provides guidance for identifying the beneficiaries of a TCDP-eligible activity. Below, the applicant must provide the method, or methods, used to identify the beneficiaries for **each application activity** (with the exception of the engineering and administration activities) and an explanation concerning the reasons why each method was used to identify the beneficiaries of the application activity.

Direct Benefit \_\_\_\_\_

Income Eligibility \_\_\_\_\_

Area Benefit ✓ \_\_\_\_\_

Condition Eligibility \_\_\_\_\_

**Justification of Beneficiary Identification Method:** For each beneficiary identification method checked above, explain why and how the method was used to identify the beneficiaries of the application activity. For income or condition eligibility, provide specific references to programs and income limits or the condition eligibility was based. The number of income or condition eligible beneficiaries must be substantiated through clientele lists or certified by the director of the facility or program.

This Water Supply and Sewer System Improvements project will benefit the entire Whispering Oaks and River Oaks subdivision, by supplying them with adequate, potable water, and proper disposal of their sewage.

TABLE 1 - BENEFIT TO LOW/MODERATE INCOME PERSONS

Montgomery County

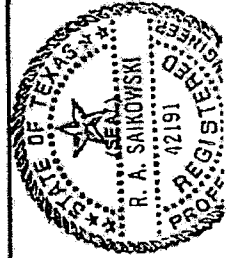
A	B	C	D	E	F	G	H	I
ACTIVITY NUMBER	ACTIVITY NAME	TYPE	TOTAL NUMBER OF PERSONS TO BENEFIT	TOTAL NUMBER OF LOW/MOD PERSONS TO BENEFIT	PERCENT LOW/MOD BENEFIT	TCDP FUNDS	OTHER FUNDS (SHOW SOURCE)	TOTAL FUNDS
1a.	Water Facilities	1	184	115	63%	156,800	10,000 (Town of Woodloch)	166,800
1b	Sewer Facilities	1	184	115	63%	122,300	7,500 (Town of Woodloch)	129,800
24	Acquisition	1	184	115	63%	2,500		2,500
30	Engineering/Architectural Services	1	N/A	N/A				
	Basic Services--					33,400		33,400
	Special Services--					5,000		5,000
32	General Administration	1	N/A	N/A		30,000		30,000
	TOTALS		184	115		350,000	17,500	367,500

ADMINISTRATIVE FUNDS ARE LIMITED TO 16% OF THE TOTAL TCDP CONSTRUCTION AND ACQUISITION/RELOCATION DOLLARS REQUESTED

TYPE: CONTRACT = 1 FORCE ACCOUNT LABOR = 2 COMBINATION = 3

TABLE 2 - BUDGET JUSTIFICATION

A ACTIVITY	B LABOR OR UNIT PRICE	C MATERIALS OR NO. OF UNITS	D TOTAL CONSTRUCTION COSTS	E ACQUISITION COSTS	F ENGINEER/ ARCHITECT. COSTS	G TOTAL ACTIVITY COSTS	H ANNUAL PROJECTED O&M COSTS
Water Plant							Source of Funds:
100 GPM Water Wall	55,000.00	L.S.	55,000.00	2,500.00			Utility Fund
85,000 Gallon Bolted Steel Ground Storage Tank	14,000.00	L.S.	14,000.00				
100 GPM Booster Pumps	3,500.00	2	7,000.00				
5,000 Gallon Pressure Tank	10,000.00	L.S.	10,000.00				
Electrical	8,000.00	L.S.	8,000.00				
Abandon and Plug existing wells	1,000.00	2	2,000.00				
Water Lines			96,000.00	2,500.00	10,000.00	108,500.00	2,500.00
8" PVC Water Line	12.00	5,250	63,000.00				
Service Connections	100.00	30	3,000.00				
8" Water Line Connections	3.00	400	1,200.00				
Fire Hydrants	2.00	1,800	3,600.00			80,600.00	300.00
Sewer Improvements			70,800.00		9,800.00		
Whispering Oaks Lift Station (new)	55,000.00	L.S.	55,000.00				
River Oaks Lift Station (new)	55,000.00	L.S.	55,000.00				
4" Force Main	8.00	1700	13,600.00				
Bore and Jack 4" Force Main	20.00	260	5,200.00				
Disconnect Abandoned Sewer Lines	1,000.00	L.S.	1,000.00				
			129,800.00		13,600.00	143,400.00	3,200.00
ENGINEERING SERVICES							
A. Basic					33,400.00		
B. Special					4,000.00		
Inspection Survey					1,000.00		
TOTALS						337,500.00	



SIGNATURE OF REGISTERED PROFESSIONAL ENGINEER/ARCHITECT RESPONSIBLE FOR BUDGET JUSTIFICATION

DATE

9/10/97



RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WOODLOCH, TEXAS, COMMITTING MATCHING FUNDS FOR A TEXAS COMMUNITY DEVELOPMENT PROGRAM APPLICATION TO BE SUBMITTED TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS.

WHEREAS, it is necessary to improve public facilities servicing the City of Woodloch's water system customers in the Whispering Oaks and River Oaks communities; and

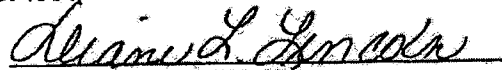
WHEREAS, Montgomery County has agreed on behalf of these customers for funding under the 1994 Texas Community Development Program to obtain \$350,000 to assist in addressing their water and sewer needs; and


WHEREAS, this application under the Texas Community Development Program requires a 5% match for scoring purposes;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WOODLOCH, TEXAS:

1. That the City of Woodloch will provide \$17,500, or 5%, of the grant amount as a cash match for use by Montgomery County towards the construction of the above referenced water and sewer improvements.
2. That this match will be provided after the construction contract as been let, upon request of Montgomery County.

Passed and approved the 9th day of August 1994.

  
DIANE LINCOLN, MAYOR  
City of Woodloch, Texas

  
PAULA OHENDALSKI, CITY SECRETARY  
City of Woodloch, Texas

RESOLUTION

A RESOLUTION OF THE COUNTY COMMISSIONERS COUNTY OF THE COUNTY OF MONTGOMERY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE COMMUNITY DEVELOPMENT FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT PROGRAM.

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

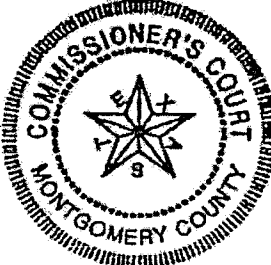
WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interest of Montgomery County to apply for funding under the 1994 Texas Community Development Program;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF MONTGOMERY, TEXAS:

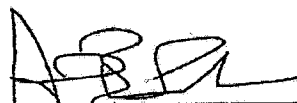
1. That a Texas Community Development Program application for the Community Development Fund is hereby authorized to be filed on behalf of the County with the Texas Department of Housing and Community Affairs.
2. That the County's application be placed in competition for funding under the Community Development Fund.
3. That the application be for \$350,000.00 of grant funds to carry out water and sewer system improvements in the River Oaks and Whispering Oaks Subdivisions.
4. That the Commissioners Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Program.

Passed and approved the 12th day of September, 1994.



*Roy Harris*

COUNTY CLERK  
County of Montgomery, Texas

  
ALAN B. SADLER, COUNTY JUDGE  
County of Montgomery, Texas

## AFFIDAVIT OF PUBLICATION

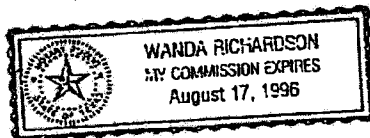
BEFORE ME, the undersigned authority, on this day personally appeared Rita Crosby, who on her oath stated:

I am the Legal Clerk for the CONROE COURIER, a daily newspaper published in Montgomery County, Texas, and know the facts stated in this affidavit. The attached material is a true and correct copy of the publication of the citation of which it purports to be a copy, as the same appeared in such newspaper in the respective issues of:

Aug 01, 19 94  
 \_\_\_\_\_, 19\_\_\_\_  
 \_\_\_\_\_, 19\_\_\_\_  
 \_\_\_\_\_, 19\_\_\_\_

Rita Crosby  
 Rita Crosby, Legal Clerk

SUBSCRIBED AND SWORN to this 10 day of Aug.,  
 1994.



Wanda Richardson  
 Notary Public in and for  
 THE STATE OF TEXAS

My Commission Expires: 8/17/96

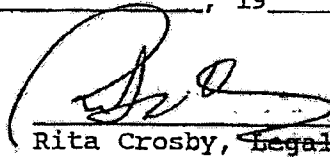
Additionally, the rate charged was \$8.44 per column inch, and is equal to or lower than the lowest published classified line ad rate.

## AFFIDAVIT OF PUBLICATION


BEFORE ME, the undersigned authority, on this day personally appeared Rita Crosby, who on her oath stated:

I am the Legal Clerk of the Conroe Courier, a daily newspaper published in Montgomery County, Texas, and know the facts stated in this affidavit. The attached material is a true and correct copy of the publication of the citation of which it purports to be a copy, as the same appeared in such newspaper in the respective issues of:

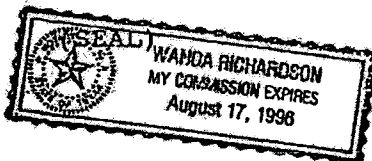
Sept 09, 1994  
 \_\_\_\_\_, 19\_\_\_\_  
 \_\_\_\_\_, 19\_\_\_\_  
 \_\_\_\_\_, 19\_\_\_\_

  
 Rita Crosby, Legal Clerk

SUBSCRIBED AND SWORN to this 16 day of Sept, 1994.

  
 Notary Public in and for  
 THE STATE OF TEXAS

My Commission Expires: 8/17/96



**PUBLIC NOTICE**  
**MONTGOMERY COUNTY**  
**TEXAS COMMUNITY DEVELOPMENT PROGRAM**  
 Montgomery County will hold a second public hearing at 9:30 a.m. on September 12, 1994, at the County Courthouse, in regard to the submission of an application on behalf of the City of Woodloch to the Texas Department of Housing and Community Affairs for a Texas Community Development Program (TCDP) grant. Topics to be discussed will include the application for water and sewer improvements and estimated funds in the amount of \$250,000 are proposed for activities that will benefit low and moderate income persons. The application will be available for review at the County Courthouse during regular business hours. The County Courthouse is accessible to the handicapped.  
 #14495 September 6, 1994

CITY OF WOODLOCH

---

URGENT NEED

---

1995 TCDD PROJECT

THE HONORABLE DIANE LINCOLN, MAYOR



## TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

George W. Bush  
GOVERNOR

Larry Paul Manley  
EXECUTIVE DIRECTOR

BOARD MEMBERS  
Margie Lee Bingham

CHAIR

Donald R. Beuhel

Harvey Clemons Jr.

Florita Bell Griffin, Ph. D.

Richard C. Hile

Joseph Kemp

Walter Martinez

Paul R. Rodriguez

Mary Sanger

October 27, 1995

The Honorable Diane Lincoln  
Mayor, City of Woodloch  
Post Office Box 1379  
Conroe, Texas 77305-1379

Re: Texas Community Development Program (TCDP)  
Contract No. 715057

Dear Mayor Lincoln:

Enclosed is an executed copy of Contract No. 715057, between the city of Woodloch and the Texas Department of Housing and Community Affairs. Also, enclosed are State of Texas Purchase Vouchers, the Request for Advance – Form 270, and the Request Summary.

All Contractor localities are encouraged to utilize minority and women-owned businesses in completing contract activities whenever possible. Although Contractors are not directly responsible for meeting a specific goal, each year the U.S. Department of Housing and Urban Development establishes an overall minority business enterprise participation goal for the Texas Community Development Program. The General Services Commission (GSC), through the Texas Historically Underutilized Business (HUB) Certification Program, can provide you with a directory of minority and women-owned businesses located in your area. If you would like to purchase a directory, please contact the GSC Business Services Division at 512/463-3419. This cost is an eligible expense under the CDBG administration category. Contractors are encouraged to place the businesses located in your area on vendor mailing lists to increase minority and women-owned business participation in the Texas Community Development Program. Information regarding minority contracting is provided in Chapter 8 of the Project Implementation Manual.

This contract requires an audit report to be submitted each fiscal year during the contract period. Federal U.S. Housing and Urban Development (HUD) regulations require that the audit be submitted to the Texas Department of Housing and Community Affairs within thirty (30) days of completion of the audit report. HUD additionally requires submission of the report no later than one year after the end of your fiscal year.

Page 2

If you have any questions or need additional information, please do not hesitate to call me at (512) 475-3882.

Sincerely,

A handwritten signature in cursive script, appearing to read "Ruth Cedillo".

Ruth Cedillo, Director  
Texas Community Development Program

RC:clt

Enclosures

cc: Contract File

wlexcon.doc

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS  
CONTRACT FOR  
COMMUNITY DEVELOPMENT PROGRAMS

STATE OF TEXAS ]  
COUNTY OF TRAVIS ]

SECTION 1            PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Housing and Community Affairs, an agency of the State of Texas, hereinafter referred to as "Department", and the City of Woodloch, hereinafter referred to as "Contractor". The parties hereto have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2.           CONTRACT PERIOD

This contract and agreement shall commence on August 18, 1995, and shall terminate on August 17, 1997, unless otherwise specifically provided by the terms of this contract.

SECTION 3.           CONTRACTOR PERFORMANCE

Contractor shall conduct, in a satisfactory manner as determined by Department, a community Development program, hereinafter sometimes referred to as CDBG, in a non-entitlement area under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 et seq.), hereinafter referred to as the Act and the implementing regulations at 24 C.F.R. Part 570, hereinafter, referred to as the Regulations. Contractor shall perform all activities in accordance with the terms of the Performance Statement, hereinafter referred to as Exhibit A; the Budget, hereinafter referred to as Exhibit B; the Project Implementation Schedule, hereinafter referred to as Exhibit C; the Applicable Laws and Regulations, hereinafter referred to as Exhibit D; the Certifications, hereinafter referred to as Exhibit E; the assurances, certifications, and all other statements made by Contractor in its application for the project funded under this contract; and with all other terms, provisions, and requirements set forth in this contract.

SECTION 4.           DEPARTMENT OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 3 of this contract, Department shall be liable for actual and reasonable costs incurred by Contractor during the contract period for performances rendered under this contract by Contractor, subject to the limitations set forth in this Section 4.

1. It is expressly understood and agreed by the parties hereto that Department's obligations under this Section 4 are contingent upon the actual receipt of adequate state or federal funds to meet Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, Department shall notify Contractor in writing within a reasonable



time after such fact is determined. Department shall terminate this contract and will not be liable for failure to make payments to Contractor under this contract.

2. Department shall not be liable to Contractor for any costs incurred by Contractor, or any portion thereof, which has been paid to Contractor or is subject to payment to Contractor, or has been reimbursed to Contractor or is subject to reimbursement to Contractor by any source other than Department or Contractor.

3. Department shall not be liable to Contractor for any costs incurred by Contractor which are not allowable costs, as set forth in Section 6 (B) of this contract.

4. Department shall not be liable to Contractor for any costs incurred by Contractor or for any performances rendered by Contractor which are not strictly in accordance with the terms of this contract, including the terms of Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E of this contract.

5. Department shall not be liable to Contractor for any costs incurred by Contractor in the performance of this contract which have not been billed to Department by Contractor within sixty (60) days following termination of this contract unless otherwise provided for in the Certificate of Completion referred to in Section 8 (C) of this contract.

6. Department shall not be liable for costs incurred or performances rendered by Contractor before commencement of this contract or after termination of this contract, except as may be specifically set forth in Exhibit B, Budget, of this contract.

#### **B. Excess Payments**

Contractor shall refund to Department any sum of money which has been paid to Contractor by Department, which Department determines has resulted in overpayment to Contractor, or which Department determines has not been spent by Contractor strictly in accordance with the terms of this contract. Such refund shall be made by Contractor to Department within thirty (30) working days after such refund is requested by Department.

#### **C. Limit of Liability**

Notwithstanding any other provision of this contract, the total of all payments and other obligations incurred by Department under this contract shall not exceed the sum of Two Hundred Two Thousand and No/100 Dollars (\$202,000).

### **SECTION 5. METHOD OF PAYMENT**

A. Contractor shall submit to Department at its offices in Travis County, Texas, a properly completed Request for Advance or Reimbursement Form 270, as specified by Department, as often as actually needed. Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until Department has reviewed and approved such Request.

B. Contractor's requests for advance shall be limited to the minimum amounts needed for effective operation of programs under this contract, and shall be timed as closely as possible to be in accord with actual cash requirements. Contractor shall establish procedures to minimize the time elapsing between the transfer of funds from Department to Contractor and shall ensure that such funds are disbursed as soon as administratively possible.

C. Notwithstanding the provisions of Section 5 (A) of this contract, it is expressly understood and agreed by the parties hereto that payments under this contract are contingent upon Contractor's full and satisfactory performance of its obligations under this contract.

D. It is expressly understood and agreed by the parties hereto that any right or remedy provided for in this Section 5 or in any other provision of this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy hereunder shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

**SECTION 6. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND PROGRAM INCOME**

A. Except as specifically modified by law or the provisions of this contract, Contractor shall comply with the Regulations and, for matters not addressed therein, with Office of Management and Budget (OMB) Circular A-102, as revised January 1981, in performing this contract. The allowability of costs incurred for performances rendered hereunder shall be determined in accordance with OMB Circular A-87, as supplemented by the rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Act of 1981 (TEX. GOV'T. CODE ANN. Chapter 783), and this contract.

B. Contractor shall comply with the requirements set forth in Section 570.489(e) of the Regulations to account for program income related to activities financed in whole or in part with funds provided under this contract.

1. Contractor shall maintain records of the receipt, accrual, and disposition of all program income in the same manner as required for all other funds under this contract, and Contractor shall provide reports of program income to Department with each form submitted by Contractor in accordance with Section 5 of this contract, and at the termination of this contract.

2. Program income earned by Contractor during the period of this contract shall be retained by Contractor and utilized by Contractor to fund performances specified in this contract, in the manner specified hereunder, prior to requesting additional funds from Department.

3. At least sixty (60) days prior to the termination of this contract, Contractor shall submit a plan to Department for its approval which specifies the manner in which Contractor proposes to use any unexpended program income earned under this contract to continue the performance specified in this contract in the manner specified hereunder. Any program income earned by the Contractor from this contract, prior to the establishment and approval of a Revolving Loan Fund plan by Contractor must be returned to Department. In the event Department does not approve the plan submitted by Contractor, Contractor shall return such program income to Department within thirty (30) working days after receipt of Department's notification of disapproval.

**SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS**

A. Contractor shall maintain fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner which conforms to OMB Circular A-87, Section 570.490 of the Regulations, and this contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract. Contractor shall retain such records, and

any supporting documentation, for the greater of three years from closeout of this contract or the period required by other applicable laws and regulations as described in the Regulations.

B. Contractor shall give the United States Department of Housing and Urban Development, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, and Department, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Contractor pertaining to this contract. Such rights to access shall continue as long as the records are retained by Contractor. Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Open Records Act.

C. Contractor shall include the substance of this Section 7 in all subcontracts.

## SECTION 8. REPORTING REQUIREMENTS

A. Contractor shall submit to Department such reports on the operation and performance of this contract as may be required by Department including but not limited to the reports specified in this Section 8.

B. Contractor shall submit to Department no later than the twentieth (20th) day of the month after the end of each calendar quarter of the contract period specified in Section 2, a Quarterly Progress Report of the progress, in narrative form, of all construction and nonconstruction activities by budget categories performed pursuant to Exhibit A, Performance Statement, and of the expenditures and obligations of funds by budget category made pursuant to Exhibit B, Budget, of this contract. The Quarterly Progress Report shall be in a format prescribed by Department and shall include all such activities, expenditures, and obligations made or performed under this contract during the previous quarter.

C. Contractor shall submit a Certificate of Completion to Department no later than sixty (60) days after the contract termination date or at the conclusion of all contract activities as determined by Department. The Certificate of Completion shall be in a format prescribed by Department and shall include a final Project Completion Report of all activities performed under this contract.

D. In addition to the limitations on liability otherwise specified in this contract, it is expressly understood and agreed by the parties hereto that if Contractor fails to submit to Department in a timely and satisfactory manner any report required by this contract, Department may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Contractor hereunder. If Department withholds such payments, it shall notify Contractor in writing of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by Department until such time as the delinquent obligations for which funds are withheld are fulfilled by Contractor.

## SECTION 9. MONITORING

Department reserves the right to perform periodic on-site monitoring of Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of Contractor's performances under this contract. After each monitoring visit, Department shall provide Contractor with a written report of the monitor's findings. If the monitoring reports notes deficiencies in Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Contractor. Failure by Contractor to

take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Sections 17 and 18 of this contract.

#### SECTION 10. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by the parties hereto that Department is contracting with Contractor as an Independent Contractor, and that Contractor, as such, agrees to hold Department harmless and to indemnify Department from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by Contractor under this contract.

#### SECTION 11. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, Contractor may subcontract for performances described in this contract without obtaining Department's prior written approval. Contractor shall only subcontract for performances described in this contract to which the federal labor standards requirements apply after Contractor has submitted a Subcontractor Eligibility form, as specified by Department, for each such proposed subcontract, and Contractor has obtained Department's prior written approval, based on the information submitted, of Contractor's intent to enter into such proposed subcontract. Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, Department is in no way liable to Contractor's subcontractor(s).

B. In no event shall any provision of this Section 11, specifically the requirement that Contractor obtain Department's prior written approval of a subcontractor's eligibility, be construed as relieving Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by Contractor. Department's approval under Section 11 does not constitute adoption, ratification, or acceptance of Contractor's or subcontractor's performance hereunder. Department maintains the right to insist upon Contractor's full compliance with the terms of this contract, and by the act of approval under Section 11, Department does not waive any right of action which may exist or which may subsequently accrue to Department under this contract.

C. Contractor shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurements under this contract.

D. Department shall maintain an escrow retainage in the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by Contractor until Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

#### SECTION 12. CONFLICT OF INTEREST

A. Contractor shall ensure that no employee, officer, or agent of Contractor shall participate in the selection, or in the award or administration of a subcontract supported by funds provided hereunder if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) The employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or, 4) any organization which employs, or is about to employ any of the above, has a financial or other interest in the firm or person selected to perform the subcontract. Contractor shall comply with Chapter 171, Local Government Code.

B. In all cases not governed by Subsection (A) of this Section, no persons specified in subsection (C) of this Section who exercise or have exercised any functions or responsibilities with respect to the activities assisted under this contract or any other CDBG contract or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

C. The conflict of interest provisions of Subsection (B) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Contractor or of a subcontractor of Contractor.

D. Contractor shall include the substance of this section in all subcontracts.

#### SECTION 13. NONDISCRIMINATION AND SECTARIAN ACTIVITY

A. Contractor shall ensure that no person shall on the ground of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied access to any program or activity funded in whole or in part with funds made available under this contract.

B. None of the performances rendered by Contractor under this contract shall involve, and no portion of the funds received by Contractor under this contract, shall be used in support of any sectarian or religious activity, nor shall any facilities used in the performance of this contract be used for sectarian instruction or as a place of religious worship. Contractor shall comply with regulations promulgated by the U.S. Department of Housing and Urban Development at 24 C.F.R. Sec. 570.200(j).

#### SECTION 14. LEGAL AUTHORITY

A. Contractor assures and guarantees that Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the services Contractor has obligated itself to perform hereunder.

B. The person or persons signing and executing this contract on behalf of Contractor, or representing themselves as signing and executing this contract on behalf of Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by Contractor to execute this contract on behalf of Contractor and to validly and legally bind Contractor to all terms, performances, and provisions herein set forth.

C. Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either Contractor or the person signing this contract to enter into this contract or to render performances hereunder. Contractor is liable to Department for any money it has received from Department for performance of the provisions of this contract, if Department has suspended or terminated this contract for reasons enumerated in this Section 14.

#### SECTION 15. LITIGATION AND CLAIMS

Contractor shall give Department immediate notice in writing of 1) any action, including any proceeding before an administrative agency, filed against Contractor arising out the performance

of any subcontract hereunder; and 2) any claim against Contractor, the cost and expense of which Contractor may be entitled to be reimbursed by Department. Except as otherwise directed by Department, Contractor shall furnish immediately to Department copies of all pertinent papers received by Contractor with respect to such action or claim.

#### SECTION 16. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment hereto in writing and executed by both parties to this contract.

B. It is understood and agreed by the parties hereto that performances under this contract must be rendered in accordance with the Act, the Regulations, the assurances and certifications made to Department by Contractor, and the assurances and certifications made to the United States Department of Housing and Urban Development by the State of Texas with regard to the operation of the Texas Community Development Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties hereto that the performances under this contract are amended by the provisions of the TCDP Project Implementation Manual and any amendments thereto and may further be amended in the following manner: Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Director of the TCDP in the form of TCDP issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon Contractor, as if written herein, provided however that said policy directives and any amendments to said Manual shall not alter the terms of this contract so as to release Department of any obligation specified in Section 4 of this contract to reimburse costs incurred by Contractor prior to the effective date of said amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or state law or regulations are automatically incorporated into this contract without written amendment hereto, and shall be come effective on the date designated by such law or regulation.

D. Notwithstanding Subsection A of this Section 16, Contractor may make transfers of funds between or among budget categories of Exhibit B, Budget, without requiring an amendment to this contract, or otherwise requiring Department's prior written approval provided that:

1. The cumulative dollar amount of all transfers among direct budget categories is equal to or less than five percent (5%) of the total amount of this contract as specified in Section 4 (C) herein;
2. The transfer will not change the scope or objective of the projects funded under this contract; and
3. Contractor submits a budget revision report to Department, on a form specified by Department, simultaneously with the submission of Contractor's first Request for Advance Form 270 following any such transfers made in accordance with this Subsection D.

#### SECTION 17. SUSPENSION

Notwithstanding the provisions of TEX. GOV'T. CODE ANN. Chapter 2251, in the event Contractor fails to comply with any term of this contract, Department may, upon written notification to

Contractor, suspend this contract in whole or in part and withhold further payments to Contractor, and prohibit Contractor from incurring additional obligations of funds under this contract.

SECTION 18. TERMINATION

A. Department shall have the right to terminate this contract, in whole or in part, at any time before the date of completion specified in Section 2 of this contract whenever Department determines that Contractor has failed to comply with any term of this contract. Department shall notify Contractor in writing prior to the thirtieth (30th) day preceding the date of termination of such determination; the reasons for such termination; the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

B. Either of the parties to this contract shall have the right to terminate this contract, in whole or in part, when both parties agree that the continuation of the activities funded under this contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

C. Upon termination or receipt of notice to terminate, whichever occurs first, Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the part of this contract to be terminated, and shall cease to incur costs thereunder. Department shall not be liable to Contractor or to Contractor's creditors for costs incurred after termination of this contract.

D. Notwithstanding any exercise by Department of its right of suspension under Section 17 of this contract, or of early termination pursuant to this Section 18, Contractor shall not be relieved of any liability to Department for damages due to Department by virtue of any breach of this contract by Contractor. Department may withhold payments to Contractor until such time as the exact amount of damages due to Department from Contractor is agreed upon or is otherwise determined.

SECTION 19. AUDIT

A. Unless otherwise directed by Department, Contractor shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this contract, subject to the following conditions and limitations:

1. Contractor shall have an audit made in accordance with the Single Audit Act of 1984, 31 U.S.C. Sec. 7501 et. seq., and OMB Circular No. 128, "Audits of State and Local Governments", and the implementing regulations at 24 CFR Part 44, for any of its fiscal years included within the contract period specified in Section 2 of this contract in which Contractor receives more than \$25,000 in Federal financial assistance. For purposes of this Section 19, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;

2. At the option of Contractor, each audit required by this section may cover either Contractor's entire operations or each department, agency, or establishment of Contractor which received, expended, or otherwise administered federal funds;

3. Notwithstanding Section 4 (a)(5) and Section 4 (a)(6), Contractor shall utilize funds budgeted under this contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this contract, provided however that Department shall not make payment for the cost of such audit services until Department has received a satisfactory audit report as determined by Department, from Contractor.

4. Unless otherwise specifically authorized by Department in writing, Contractor shall submit the report of such audit to Department within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this contract. Contractor shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under Subsection A of this Section 19 are subject to review and resolution by Department or its authorized representative.

5. The audit report must include verification of all expenditures by budget category including local funds, in accordance with Exhibit B, Budget, of this contract.

B. Notwithstanding Subsection A of this Section 19, Department reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this contract. Contractor agrees to permit Department or its authorized representative to audit Contractor's records and to obtain any documents, materials, or information necessary to facilitate such audit.

C. Contractor understands and agrees that it shall be liable to Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. Contractor further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Contractor from funds which were not provided or otherwise made available to Contractor under this contract.

D. Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 19 as Department may require of Contractor.

## SECTION 20. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. Contractor understands and agrees that by the execution of this contract Contractor shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to Department under Section 5304(f) of the Act, in accordance with and to the extent specified in 24 C.F.R. Part 58. In accordance with Section 58.77(b) of such regulations, Contractor further understands and agrees that Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

B. Funds provided under this contract may be obligated and expended before the actions specified in this Section occur only for the following eligible activities:

1. The payment of reasonable planning and administrative costs related to the project;
2. Environmental studies, including environmental clearance activities required by this Section; and
3. The payment or reimbursement of reasonable project engineering and design costs incurred for this project.



C. Contractor shall submit to Department a letter which cites the appropriate subsection of 24 C.F.R. 58.34 (a) by which the activities or projects funded under this contract are exempt from the environmental review requirements of 24 C.F.R. Part 58 and the National Environmental Policy Act of 1969. Contractor shall comply with all of the applicable environmental requirements specified in Exhibit D of this contract. Contractor shall document its compliance with other requirements in its environmental review file.

C. Contractor shall submit to Department a letter which cites the appropriate subsection of 24 C.F.R. 58.34 (a) by which the activities or projects funded under this contract are exempt from the environmental review requirements of 24 C.F.R. Part 58 and the National Environmental Policy Act of 1969. Contractor shall comply with all of the applicable environmental requirements specified in Exhibit D of this contract. Contractor shall document its compliance with other requirements in its environmental review file.

## SECTION 21. CITIZEN PARTICIPATION REQUIREMENTS

A. Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with Section 570.486 of the Regulations and this contract;

B. Contract shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changes, as determined by the Department, from the activities specified in Exhibit A, Performance Statement, of this contract;

C. Prior to the termination of this contract, Contractor shall hold a public hearing to review its performance under this contract;

D. For each public hearing scheduled and conducted by Contractor under this section, Contractor shall comply with the following requirements:

1. Notice of each hearing shall be published in the non-legal section of a newspaper having general circulation in Contractor's jurisdiction at least seventy-two (72) hours prior to each scheduled hearing. The published notice shall include the date, time, and location of each hearing and the topics to be considered at each hearing. The published notice shall be printed in both English and Spanish, if appropriate. Department shall accept articles published in such newspapers which satisfy the content and timing requirements of this subsection. In addition, Contractor shall prominently post such notices in public buildings and distributed to interested community groups.

2. One of the public hearings shall be held after 5 p.m. on a weekday or on a Saturday and both hearings must be conducted at a location convenient to potential or actual beneficiaries, with accommodation for the handicapped.

3. When a significant number of non-English speaking residents can reasonably be expected to participate in a public hearing, Contractor shall provide an interpreter to accommodate the needs of the non-English speaking residents.

E. Notwithstanding the provisions of Section 7 of this contract, Contractor shall retain documentation of the public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the

termination of this contract. Contractor shall make such records available to the public in accordance with TEX. GOV'T. CODE ANN. Chapter 552.

F. Complaint Procedures. Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the requirements of the Texas Community Development Program Complaint System, 10 TAC Sec. 1.11 - 1.13. Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

## SECTION 22. SPECIAL CONDITIONS

A. Department shall not release any funds for any costs incurred by Contractor under this contract until Department has received a copy of Contractor's previous fiscal year audit report or certification from Contractor that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this contract. Department shall specify the content and form of such certification.

B. Department shall not be liable to Contractor for any costs incurred by Contractor under this contract until Department receives a properly completed Depository/Authorized Signators Form, as specified by Department, from Contractor.

C. Contractor shall not advertise or solicit bids for construction or rehabilitation of a project assisted with funds provided under this contract until Contractor has received the applicable prevailing wage rates from Department.

D. In accordance with Section 18 of this contract, this contract shall terminate six (6) months after the commencement date specified in Section 2 unless activities funded under this contract have begun by such date.

E. Contractor shall submit a Fair Housing Plan in a format prescribed by Department, within six (6) months of the policy issuance of the Fair Housing Plan requirements by Department. The Plan must document an assessment of Contractor's housing needs; the methods Contractor will utilize to address any inequities identified; a timeframe for resolving any inequities included in the assessment; and an extensive review of conditions surrounding public housing (if applicable). In accordance with Section 18 of this contract, this contract shall terminate if Department does not receive the Plan by the due date.

F. Contractor shall provide documentation to Department that the final plans and specifications for its water system improvements have been reviewed, and when applicable approved by the Texas Natural Resource Conservation Commission prior to construction and prior to Department's release of funds for such activities. Such documents shall be sent to the Texas Natural Resource Conservation Commission, Water Utilities Division, P.O. Box 13087, Capital Station, Austin, Texas 78711-3087, and shall be identified as activities being financed through the Texas Department of Housing and Community Affairs.

## SECTION 23. DEBARMENT

By signing this contract, Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.

Contractor shall receive the certification provided by the Department from each proposed subcontractor under this contract and its principals.

SECTION 24. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

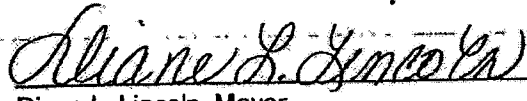
B. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by Contractor in accordance with Section 3 of this contract:

1. Exhibit A, Performance Statement, 2 Pages
2. Exhibit B, Budget, 2 Pages
3. Exhibit C, Project Implementation Schedule, 1 Page
4. Exhibit D, Applicable Laws and Regulations, 2 Pages
5. Exhibit E, Certifications, 2 Pages


SECTION 25. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.

WITNESS OUR HANDS EFFECTIVE August 18, 1995.

  
\_\_\_\_\_  
Diane L. Lincoln, Mayor  
City of Woodloch

Approved and accepted on behalf of the Texas Department of Housing and Community Affairs.

  
\_\_\_\_\_  
Larry Paul Manley, Executive Director  
Texas Department of Housing and Community Affairs

This contract is not effective unless signed by the Executive Director of the Texas Department of Housing and Community Affairs or by his/her authorized designee.

EXHIBIT A  
PERFORMANCE STATEMENT

City of Woodloch

Contractor shall carry out the following activities in the target area identified on the map in its 1995 Disaster Relief Fund application. The term "contract funds" means funds provided by Department to Contractor under this contract.

Water Facilities

Contractor shall rebuild an aggregate access road to the Whispering Oaks water plant.

These activities shall benefit two hundred ninety-one (291) persons, of which sixty-four (64) or twenty-two percent (22%) are of low to moderate income. Contractor shall utilize Seven Hundred Ninety-two and No/100 Dollars (\$792) of contract funds and Two Thousand Three Hundred Seventy-five and No/100 Dollars (\$2,375) of funds from FEMA to complete these construction activities.

Flood and Drainage Improvements

Contractor shall clear debris from the drainage channel at the lower end of the city and rebuild its banks with fill.

These activities shall benefit two hundred ninety-one (291) persons, of which sixty-four (64) or twenty-two percent (22%) are of low to moderate income. Contractor shall utilize One Thousand Six Hundred Sixty-five and No/100 Dollars (\$1,665) of contract funds and Four Thousand Nine Hundred Ninety-five and No/100 Dollars (\$4,995) of funds from FEMA to complete these construction activities.

Parks, Playgrounds, and other Recreational Facilities

Contractor shall repair the wash-out in the park by installing approximately forty-two (42) tons of sand and forty-two (42) landscape timbers.

These activities shall benefit two hundred ninety-one (291) persons, of which sixty-four (64) or twenty-two percent (22%) are of low to moderate income. Contractor shall utilize One Hundred Thirty-one and No/100 Dollars (\$131) of contract funds and Three Hundred Ninety-four and No/100 Dollars (\$394) of funds from FEMA to complete these construction activities.

Clearance/Demolition Activities

Contractor shall demolish and clear five (5) houses bought out by FEMA 1362 funds and disconnect fourteen (14) houses bought out by FEMA 1362 and 404 funds from water, sewer, and electrical services.

These activities shall benefit two hundred ninety-one (291) persons, of which sixty-four (64) or twenty-two percent (22%) are of low to moderate income. Contractor shall utilize Sixty-four Thousand and No/100 Dollars (\$64,000) of contract funds to complete these construction activities.

Acquisition

Contractor shall utilize One Hundred Eight Thousand Seven Hundred Seventy-five and No/100 Dollars (\$108,775) of contract funds and Nine Hundred Sixty-four Thousand Seventy-seven and No/100 Dollars (\$964,077) of funds from FEMA to purchase fourteen (14) houses within the floodplain. Contractor shall carry out all acquisition of needed real property and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et. seq.) and HUD implementing regulations (49 C.F.R. Part 24).

Engineering

Contractor shall utilize Two Thousand Seventeen and No/100 Dollars (\$2,017) of local funds to pay for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services.

Administration

Contractor shall utilize Twenty-six Thousand Six Hundred Thirty-seven and No/100 Dollars (\$26,637) of contract funds to carry out all project administration activities, including the cost associated with the required annual program compliance and fiscal audit. It is further understood that any costs above the amount of contract funds incurred by Contractor for these activities shall be paid for with local funds.

EXHIBIT B  
BUDGET  
City of Woodloch

<u>LINE CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
1a. Water Facilities	\$ 792	\$ 2,375	\$ 3,167
1b. Sewer Facilities	\$	\$	\$
2. Solid Waste Disposal Facilities	\$	\$	\$
3. Other Public Utilities (Gas)	\$	\$	\$
4. Street Improvements	\$	\$	\$
5. Flood and Drainage Facilities	\$ 1,665	\$ 4,995	\$ 6,660
6. Neighborhood Facilities/ Community Centers	\$	\$	\$
7. Senior Centers	\$	\$	\$
8. Centers for the Handicapped/ Sheltered Workshops	\$	\$	\$
9. Parks, Playgrounds, and Other Recreational Facilities	\$ 131	\$ 394	\$ 525
10. Fire Protection Facilities and Equipment	\$	\$	\$
11. Parking Facilities	\$	\$	\$
12. Pedestrian Malls and Walkways	\$	\$	\$
13. Specially Authorized Assistance to Privately Owned Utilities	\$	\$	\$
14. Specially Authorized Public Facilities and Improvements	\$	\$	\$
15. Public Services (LIMITED TO 15% OF REQUEST)	\$	\$	\$
16. Interim Assistance	\$	\$	\$
17. Rehabilitation of Private Properties	\$	\$	\$

## Woodloch Exh. 7

<u>LINE CATEGORIES</u>	<u>CONTRACT FUNDS</u>	<u>OTHER FUNDS</u>	<u>TOTAL</u>
18. Rehabilitation of Public Residential Structures	\$	\$	\$
19. Public Housing Modernization	\$	\$	\$
20. Clearance Demolition Activities	\$ 64,000	\$ -0-	\$ 64,000
21. Historic Preservation	\$	\$	\$
22. Removal of Architectural Barriers	\$	\$	\$
23. Code Enforcement	\$	\$	\$
24. Acquisition	\$ 108,775	\$ 964,077	\$1,072,852
25. Relocation Payments & Assistance	\$	\$	\$
26. Economic Development Loan	\$	\$	\$
27. Economic Devel. Interest Subsidy	\$	\$	\$
28. Economic Devel. Loan Guarantee	\$	\$	\$
29. Special Activities by Local Devel Corporations, Etc.	\$	\$	\$
30. Engineering/Architectural Serv. (Total for all construction accounts)	\$ -0-	\$ 2,017	\$ 2,017
31. Planning & Urban Env. Design (NOT TO EXCEED 16%)	\$	\$	\$
32. General Administration	\$ 26,637	\$ -0-	\$ 26,637
<b>TOTALS</b>	<u>\$ 202,000</u>	<u>\$ 973,858</u>	<u>\$1,175,858</u>

## EXHIBIT C

## PROJECT IMPLEMENTATION SCHEDULE

City of Woodloch

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Water Fac., Drainage, Rec. Fac., & Demo/Clearance	X																							
Procurement of Professional Services																								
Acquisition	X	X																						
Environmental Review		X	X																					
Fair Housing Plan		X	X	X																				
Plans & Specifications		X	X	X																				
Clearance of Special Conditions			X	X	X																			
Wage Rate Request/Decision/10-Day Call					X	X																		
Bid Advertisement/Contract Award							X																	
Construction								X		X	X	X	X	X	X	X	X	X	X					
Interim & Final Inspections								X	X	X	X	X	X	X	X	X	X	X	X	X				
General Administration								X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Audit & Close-out																						X	X	X

CONTRACT START DATE

August 18, 1995

CONTRACT ENDING DATE

August 17, 1997



EXHIBIT D

THE APPLICABLE LAWS AND REGULATIONS

Contractor shall comply with the Act and Regulations specified in Section 3 of this contract and with the OMB Circulars specified in Section 6 of this contract; Cash Management Improvement Act regulations (31 C.F.R. Part 205); and with all other federal, state, and local laws and regulations applicable to the activities and performances rendered by Contractor under this contract including but not limited to the laws, and the regulations promulgated thereunder specified in Section I through VI of this Exhibit D.

I. CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. Section 2000d et seq.); 24 C.F.R. Part I, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. Sec 3601 et seq.), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of Contractor to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. Sec. 6101 et seq.);

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. Sec. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this contract, Contractor understands and agrees that the activities funded herein shall be operated in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. Sec. 4151 et. seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. Secs. 276a - 276a-5);

The Contract Work Hours & Safety Standards Act (40 U.S.C. 327 et seq.);

The Copeland "Anti-Kickback" Act (18 U.S.C. Sec. 874).

III. EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. Sec.1701u).

IV. LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Sec. 4831(b)) and the procedures established by the Department thereunder.

V. ENVIRONMENTAL STANDARDS

Environmental Review Procedures for Title I Community Development Block Grant Programs, 24 C.F.R. Part 58;

National Environmental Policy Act of 1969 (42 U.S.C. Sec. 4321 et. seq.) and 40 C.F.R. Parts 1500-1508;

The National Historic Preservation Act of 1966 (16 U.S.C. Sec. 470 et. seq.) as amended; particularly Section 106 (16 U.S.C. Sec.470f);

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 Fed. Reg. 8921), particularly Section 2(c);

The Reservoir Salvage Act of 1960 (16 U.S.C. Sec. 469 et seq.), particularly Section 3 (16 U.S.C. Sec. 469a-l), as amended by the archeological and Historic Preservation Act of 1974;

Flood Disaster Protection Act of 1973, (42 U.S.C. Sec. 4001 et. seq.) as amended, particularly Sections 102(a) and 202(a) (42 U.S.C. Sec. 4012a (a) and Sec. 4106(a));

Executive Order 11988, Floodplain Management, May 24, 1977 (42 Fed. Reg. 26951), particularly Section 2(a);

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 Fed. Reg. 26961), particularly Sections 2 and 5;

The Coastal Zone Management Act of 1972, (16 U.S.C. Sec. 1451 et seq.) as amended, particularly Section 307(c) and (d) (16 U.S.C. Sec. 1456(c) and (d));

The Safe Drinking Water Act of 1974, (42 U.S.C. Sec. 201, 300(f) et seq.), and (21 U.S.C. Sec. 349) as amended, particularly Section 1424 (e) (42 U.S.C. Sec.300h-303(e));

The Endangered Species Act of 1973, (16 U.S.C. Sec. 1531 et seq.) as amended, particularly Section 7 (16 U.S.C. Sec. 1536);

The Wild and Scenic Rivers Act of 1968, (16 U.S.C. Sec. 1271 et seq.) as amended, particularly Section 7(b) and (c)(16 U.S.C. Sec. 1278(b) and (c));

The Clean Air Act (41 U.S.C. Sec. 7401 et seq.) as amended, particularly Section 176(c) and (d) (42 U.S.C. Sec. 7506(c) and (d));

24 C.F.R. Part 5I, Environmental Criteria and Standards.

VI. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Sec. 4601 et. seq.), 49 C.F.R. Part 24, and 24 C.F.R. Section 570.496a.