NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

MONDAY, APRIL 15, 2019

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, April 15, 2019 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 Call to Order

2.0 Invocation

- Led by Pastor Courtnay White, Troy Street Church

3.0 Pledges to U.S. and Texas Flags

4.0 Public Comments and Receipt of Petitions *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.]*

5.0 Reports and Announcements

- May 11, 2019 – **2nd Saturday at the Depot**
- Reports by City staff and members of Council about items of community interest

on which no action will be taken:

6.0 Approve the Minutes of the April 1, 2019 Regular Tomball City Council Meeting

7.0 New Business:

7.1 Authorize the City Manager to Execute Contract between the General Land Office and the City of Tomball for the Award of the Community Development Block Grant – Disaster Recovery, for an Amount of $1,585,396.00

7.2 Approve Resolution No. 2019-09, a Resolution of the City of Tomball, Texas with Regard to a Proposed Public Improvement District, Making Findings Related to the Advisability of Proposed Improvements, the Estimated Cost of the Improvements, the Method of Assessment and the Apportionment of the Costs between the District and the City as a Whole; and Making Other Findings Related to the District

7.3 Approve Resolution No. 2019-10, a Joint Resolution of the City of Tomball, Texas, with Harris County, establishing the Harris County Emergency Management Organization, which Shall Consist of the Officers and Employees of the City and of the County as Designated in an Inter-Jurisdictional Emergency Management Plan, Together with Such Organized Volunteer Groups as That Plan may Specify

8.0 Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 11th day of April 2019 by 5:00 p.m., and remained posted for at least 72 continuous hours proceeding the scheduled time of said meeting.

Doris Speer

____

Doris Speer
City Secretary, TRMC

This facility is wheelchair accessible and accessible parking spaces are available Requests for accommodations or interpretive services must be made 48 hours prior to this meeting.

Please feel free to contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information.

AGENDAS MAY ALSO BE VIEWED ONLINE AT www.ci.tomball.tx.us.

Regular City Council Agenda Item Data Sheet

Meeting Date: April 15, 2019

Topic:

- Led by Pastor Courtnay White, Troy Street Church

Background:

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda:

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: April 15, 2019

Topic:

- May 11, 2019 – **2nd Saturday at the Depot**
- Reports by City staff and members of Council about items of community interest on which no action will be taken:

Background:

Origination:
Various

Recommendation:
N/A

Party(ies) responsible for placing this item on agenda:
City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: April 15, 2019

Topic:
Approve the Minutes of the April 1, 2019 Regular Tomball City Council Meeting

Background:

Origination:
City Secretary

Recommendation:
Approve Minutes

Party(ies) responsible for placing this item on agenda:
City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Draft Minutes of the April 1, 2019 Regular City Council Meeting

NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

MONDAY, APRIL 1, 2019
6:00 P.M.

1.0 Meeting was called to order by Mayor Fagan. Other members present:

Councilman Ford
Councilman Degges
Councilman Klein Quinn

Members absent:

Councilman Stoll - Excused
Councilman Townsend – Excused

Others present:

City Manager – Robert Hauck
Assistant City Manager – David Esquivel
City Secretary – Doris Speer
City Attorney – Loren B. Smith
City Attorney – Scott Bounds
City Attorney – Justin Pruitt
Director of Public Works – Beth Jones
Police Captain – Ricky Doerre
Fire Chief – Randy Parr
Finance Director – Glenn Windsor
Director of Community Development – Craig Meyers
Planner – Amelia Lindley
Assistant City Secretary – Tracy Garcia
Fire Marshal – Joe Sykora
Community Events Coordinator – Denise Fiore
Community Center Manager – Rosalie Dillon
Senior Accountant – Christine Brookshire
Police Sergeant – Chris Burns
Executive Director-TEDC – Kelly Violette

2.0 The invocation was led by Pastor Brandon Guindon, Real Life Ministries.

3.0 The pledges to the U. S. and Texas Flags were led by Randy Parr.

4.0 No public comments were received.

5.0 Reports and Announcements:

- April 13, 2019 – **2nd Saturday** at the Depot
- April 8-13, 2019 – **Tomball Annual Spring Clean-Up and Chipping Week**
- April 13, 2019 – **Tomball Consolidated Recycling Day** – Lone Star College-Tomball Campus, 30555 Tomball Parkway, South Entrance – 10:00 a.m.-2:00 p.m.
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
    - Denise Fiore reported on the success of the 2019 ***Tomball Honky Tonk Chili Challenge Festival.***

6.0 Motion was made by Councilman Ford, second by Councilman Klein Quinn, to approve the Minutes of the March 18, 2019 Regular Tomball City Council Meeting.

Motion carried unanimously.

7.0 Old Business:

7.1 Motion was made by Councilman Klein Quinn, second by Councilman Ford, to adopt, on Second Reading, Ordinance No. 2019-04, an Ordinance of the City of Tomball, Texas, Continuing the City's Juvenile Curfew Ordinance; and Making Other Findings and Provisions Related Thereto. Vote was as follows:

Councilman Ford	Aye
Councilman Stoll	Absent
Councilman Degges	Aye
Councilman Townsend	Absent
Councilman Klein Quinn	Aye

Motion carried unanimously.

7.2 Motion was made by Councilman Ford, second by Councilman Degges, to adopt on Second Reading, Ordinance No. 2019-07, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Code of Ordinances by Amending Section 50-79 (Old Town and Mixed Use District) by Reducing the Required Building Setbacks for Nonresidential Uses in a Portion of the Old Town Area; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed $2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

Councilman Ford	Aye
Councilman Stoll	Absent
Councilman Degges	Aye
Councilman Townsend	Absent
Councilman Klein Quinn	Aye

Motion carried unanimously.

7.3 Public comment regarding Ordinance No. 2019-08 was presented as follows:

Tom Crofoot 1430 Neal Drive, 77375	-	Expressed his opposition to the proposed amendment to the Code of Ordinances.

Motion was made by Councilman Klein Quinn, second by Councilman Ford, to adopt, on Second Reading, Ordinance No. 2019-08, an Ordinance Amending the Code of Ordinances of the City of Tomball, Texas by Adding Language to Section 46-92, Same – Heavy Metals and Toxic Materials, of Article III, Industrial Wastes, of Chapter 46, Utilities, to Allow the City Manager or Designee to Determine if Listed Materials Can Be Discharged into Sewer System; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed $2,000 for Each Day of Violation of Any Provision Hereof; Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

Councilman Ford	Aye
Councilman Stoll	Absent
Councilman Degges	Aye
Councilman Townsend	Absent
Councilman Klein Quinn	Aye

Motion carried unanimously.

8.0 New Business:

8.1 Motion was made by Councilman Ford, second by Councilman Degges, to approve Resolution No. 2019-08, a Resolution of the City Council of the City of Tomball, Texas, Sponsoring the July 4th Celebration, to be Held in Tomball on Thursday, July 4, 2019, Closing State Highway Business 249 from Hicks Street to the North Entrance to the Kroger Parking Lot from 12:00 PM until 11:00 PM, and Authorizing the City Manager to Issue a Letter to TxDOT Requesting the Closure of the Designated Portion of State Highway Business 249.

Motion carried unanimously.

8.2 No discussion was held and no action was taken regarding Hines' Public Improvement District Proposal, pending additional study and information to be provided to Council for consideration at the April 15, 2019 Council meeting.

9.0 Motion was made by Councilman Ford, second by Councilman Degges, to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the __15th__ day of __April__ 2019.

_________________________	_________________________
Doris Speer, TRMC, MMC	Gretchen Fagan
City Secretary	Mayor

Regular City Council
Agenda Item
Data Sheet

Meeting Date: April 15, 2019

Topic:

Authorize the City Manager to Execute Contract between the General Land Office and the City of Tomball for the Award of the Community Development Block Grant – Disaster Recovery, for an Amount of $1,585,396.00

Background:

Following the 2016 Tax Day and Memorial Day flood events, Staff submitted a grant for Most-Impacted Infrastructure for DR-4266 and DR-4269.

The City has been awarded the Community Development Block Grant for Disaster Recovery in the amount of $1,585,396.00. The grant funds received, plus the committed funds from the City approved through Resolution No. 2019-31 in the amount of $411,012.00, will fund drainage improvements in the areas of Lizzie Lane and Persimmon Street for a total project amount of $1,996,408.00.

Origination:

City Administration

Recommendation:

Staff recommends authorizing the City Manager to execute a contract between the City and General Land Office to receive grant funds through the Community Development Block Grant in the amount of $1,585,396.00.

Funding:

No

Funds will be transferred from Account: 100-154-6999 to Account: 400-154-6409

Party(ies) responsible for placing this item on agenda:

Meagan Mageo, Project Coordinator

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

GLO Contract (CDBG-DR)
Resolution No, 2018-31

GLO CONTRACT NO. 19-076-029-B386
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM INFRASTRUCTURE PROJECTS
NON-RESEARCH & DEVELOPMENT
2016 FLOOD ALLOCATION

The **GENERAL LAND OFFICE** ("the GLO"), a Texas state agency, and **CITY OF TOMBALL**, DUNS No. **056311376** ("Subrecipient"), each a "Party" and, collectively, "the Parties," enter into this Subrecipient agreement (the "Contract") under the U.S. Department of Housing and Urban Development Community Development Block Grant Disaster Recovery ("CDBG-DR") program to provide financial assistance with funds appropriated under the Continuing Appropriations and Military Construction, Veterans Affairs, and Related Agencies Appropriations Act, 2017, and Zika Response and Preparedness Act (Public Law 114-223), enacted on September 29, 2016, the Further Continuing and Security Assistance Appropriations Act, 2017 (Public Law 114-254), enacted on December 10, 2016, and the Consolidated Appropriations Act, 2017 (Public Law 115-31), enacted on May 5, 2017, to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by the Texas Severe Storms, Tornadoes, and Flooding (DR-4266), the Texas Severe Storms and Flooding (DR-4269), and the Texas Severe Storms and Flooding (DR-4272), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

Through CDBG-DR Federal Award Number B-16-DL-48-0001, awarded November 1, 2017, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, "Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii"), as approved by the Texas Land Commissioner, and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions Subrecipient's participation in the CDBG-DR program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, Activities defined in **Attachment A**, as applicable, in City of Tomball (the "Project").

Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **SECTION 1.02** below, and any Amendments, Revisions or Technical Guidance Letters issued by the GLO.

(b) Subaward

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Application, the GLO shall subaward to Subrecipient an amount not to exceed **$1,585,396.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract, and the Performance Statement, Budget, and Benchmarks for Infrastructure Projects in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO in its sole discretion, may reimburse Subrecipient for allowable program costs incurred before the effective date of this Contract, in accordance with federal law.

All other funds obtained by Subrecipient, regardless of the source, which are utilized on Subrecipient's CDBG-DR Activities are subject to compliance with all Federal and State regulations governing this Contract.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

ATTACHMENT A:	Performance Statements, Budget, and Benchmarks for Infrastructure Projects
ATTACHMENT B:	Federal Assurances and Certifications
ATTACHMENT C:	General Affirmations
ATTACHMENT D:	Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT E:	Special Conditions
ATTACHMENT F:	Monthly Activity Status Report
ATTACHMENT G:	GLO Information Security Appendix

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all guidance documents applicable to the CDBG-DR program, including, without limitation:

(1) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;

(2) The Federal Register;

(3) The State of Texas Action Plan for Disaster Recovery, as amended, found at http://recovery.texas.gov/local-government/hud-requirements-reports/2016-floods-storms/index.html; and

(4) Other guidance documents posted at: http://recovery.texas.gov/local-government/hud-requirements-reports/2016-floods-storms/index.html.

1.04 DEFINITIONS

"Act" means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, *et seq.*).

"Activity" means a defined class of works or services eligible to be accomplished using CDBG-DR funds. Activities are specified in Subrecipient Performance Statement and Budget in **Attachment A**.

"Administrative and Audit Regulations" means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

"Amendment" means a written agreement, signed by the Parties hereto, which documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

"Application" or "Grant Application" means the information Subrecipient provided, which is the basis for the award of funding under this Contract.

"Attachment" means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference, as if physically.

"Benchmark" means the milestones identified in **Attachment A** which define deliverables required for release of funding throughout the life of the Contract.

"Budget" means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A.**

"C.F.R." means the United States Code of Federal Regulations.

"CDBG-DR" means the U.S. Department of Housing and Urban Development's Community Development Block Grant Disaster Recovery program.

"Certificate of Construction Completion" or "COCC" means a document to be executed by the Subrecipient, Subrecipient's construction contractor, and Subrecipient's engineer for each construction project which, when fully executed, provides final performance measures for the project and indicates acceptance of the completed Project.

"Construction Documents" means the engineering specifications, construction plans, and/or architectural plans for the construction of improvements approved by the GLO under the Contract, if any.

"Contract" means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued, if any.

"Contract Documents" means the documents listed in **SECTION 1.02**.

"Deliverable(s)" means the work product(s) required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

"Equipment" means tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars ($5,000.00) or more per unit.

"Event of Default" means the occurrence of any of the events set forth in **SECTION 3.03** herein.

"Federal Assurances" means Standard Form 424B (non-construction projects) or Standard Form 424D (construction projects), as applicable, in **Attachment B,** attached hereto and incorporated herein for all purposes.

"Federal Certifications" means the "Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87" and Standard Form LLL, Disclosure of Lobbying Activities, also in **Attachment B**, attached hereto and incorporated herein for all purposes.

"Federal Register" means the Department of Housing and Urban Development's Federal Register Docket Nos. FR-5989-N-01, FR-6012-N-01, and FR-6039-N-01.

"Fiscal Year" means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

"GAAP" means "generally accepted accounting principles."

"GASB" means accounting principles as defined by the Governmental Accounting Standards Board.

"General Affirmations" means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

"GLO" means the Texas General Land Office, its officers, employees, and designees.

"Grant Completion Report" means a report containing an as-built accounting of all projects completed under a CDBG-DR program, and all information required for final acceptance of deliverables and Contract closeout.

"HUB" means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

"HUD" means the United States Department of Housing and Urban Development.

"Implementation Schedule" means the schedule, attached hereto as part of **Attachment A,** establishing project milestones Subrecipient must meet.

"Infrastructure" means a Project involving repairs to or replacement of public works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors.

"Monthly Activity Status Report" means Project Benchmark status reports required under **SECTION 4.02** of this Contract.

"Performance Statement" means the statement of work in **Attachment A**, which ties projects to a specific disaster event, provides specific Project details and location(s), and lists project beneficiaries.

"Program" means the Community Development Block Grant Disaster Recovery program, administered by HUD and the GLO.

"Project" means the work to be performed under this Contract, as described in **SECTION 1.01(a)**, above, and **Attachment A.**

"Public Information Act" or "PIA" means Chapter 552 of the Texas Government Code.

"Revision" means the GLO's written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

"Subrecipient" means City of Tomball, a recipient of federal CDBG-DR funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as "Provider" herein.

"Technical Guidance Letter" or "TGL" means an instruction, clarification, or interpretation of the requirements of this Contract, issued by the GLO to specified recipients, applicable to specific subject matter, and to which the addressed Program participants shall be subject.

"U.S.C." means the United States Code.

1.05 INTERPRETIVE PROVISIONS

(a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;

(b) The words "hereof," "herein," "hereunder," and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract, unless otherwise specified;

(c) The term "including" is not limiting, and means "including, without limitation" and, unless otherwise expressly provided in this Contract,

(d) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and

(e) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;

(f) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;

(g) All Attachments within this Contract, including those incorporated by reference, and any Amendments, are considered part of the terms of this Contract;

(h) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;

(i) Unless otherwise expressly provided, reference to any action of the GLO or by the GLO by way of consent, approval, or waiver shall be deemed modified by the phrase "in the sole discretion of the GLO."

Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the GLO shall not be unreasonably withheld or delayed;

(j) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day;

(k) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received; and

(l) Time is of the essence in this Contract.

(m) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: **Attachment A**, **Attachment E**, **Attachment B**, **Attachment C**, **Attachment D, Attachment F** and **Attachment G**.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, BUDGET VARIANCE, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted in electronic format, via email to DR.Billing@glo.texas.gov, or the GLO's System of Record, if specified by Technical Guidance Letter under this contract.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this contract, at a minimum, quarterly.

THE GLO MUST RECEIVE REIMBURSEMENT REQUESTS NOT LATER THAN SIXTY (60) DAYS FROM THE DATE SUBRECIPIENT INCURS THE EXPENSE, INCLUDING INVOICES FOR EXPENSES INCURRED BY ANY SUBCONTRACTOR. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT.

Subrecipient shall make timely payments to its subcontractors and minimize the time between transferring funds from the State Treasury and disbursement of funds by the Subrecipient to its subcontractors.

Subrecipient shall submit final reimbursement requests to the GLO no later than sixty (60) days after this Contract expires. The GLO, in its sole discretion, may deny payment and deobligate remaining funds from the contract sixty (60) days after expiration.

2.03 BUDGET VARIANCE

Amendments to decrease or increase the Budget, or to add or delete an Activity may be made only by written agreement of the Parties, under the formal amendment process except that, upon completion of the Activity, the GLO may deobligate any remaining Contract balance through a close-out letter. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during project performance through a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT TO THE GLO NO LATER THAN SIXTY (60) DAYS AFTER THE CONTRACT TERMINATION DATE OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT.

2.04 PROGRAM INCOME

In accordance with 2 C.F.R. § 200.307, Subrecipient shall maintain records of the receipt and accrual of all Program Income, as Program Income is defined at 2 C.F.R. § 200.80. Subrecipient shall report Program Income to the GLO in accordance with **ARTICLE 4** of this Contract. Subrecipient shall return all Program Income to the GLO at least quarterly.

2.05 SUBAWARD OFFER SUBJECT TO CANCELLATION

IF SUBRECIPIENT DOES NOT RETURN THE ORIGINAL SIGNED CONTRACT TO THE GLO WITHIN SIXTY (60) DAYS OF TRANSMITTAL OF THE CONTRACT TO SUBRECIPIENT, SUBAWARD FUNDING FOR THE PROJECT MAY BE SUBJECT TO CANCELLATION, IN THE SOLE DISCRETION OF THE GLO.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date signed by the last party, and shall terminate on April 22, 2021 ("Contract Period"), or upon the completion of all Benchmarks listed in **Attachment A**, and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks in Attachment A. Subrecipient's failure to meet any Benchmark may result in termination under SECTION 3.02 below**.

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO may amend this Contract to extend the Contract Period. **ANY REQUEST FOR EXTENSION**

MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY WRITTEN AMENDMENT.

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (i) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (ii) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (iii) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, the withholding of payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract, or to exercise any right or remedy provided in this Contract, shall not impair, waiver, or relinquish any such right or remedy with respect to another Event of Default.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.10** of the Contract and all other reports and documentation the GLO requires, any report, form, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If the Subrecipient fails to submit to the GLO in a timely manner and satisfactory manner any report required by this Contract, the GLO may, in its sole discretion, withhold any payments, pending the Subrecipient's correction of the deficiency.

(a) Forms

Subrecipient must execute the forms included in **Attachment B** and certifies by the execution of this Contract to all affirmations in **Attachment C**, confirming compliance with required state and federal laws applicable to the Contract.

(i) General Affirmations are found in **Attachment C**, and Subrecipient certifies by the execution of this Contract to all statements therein.

(ii) The Federal Assurances for Construction Programs (Standard Form 424D), as applicable to the Project, is found at Page 1 of **Attachment B** and must be executed by Subrecipient.

(iii) The "Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87" is found at Page 3 of **Attachment B** and must be executed by Subrecipient.

(iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, Disclosure of Lobbying Activities, found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the form prescribed in **Attachment F** (Monthly Activity Status Report), for each individual project identified in **Attachment A**. The Monthly Activity Status Report is due the first day of each month for the duration of the Contract. Any licenses or permits required for the work identified in **Attachment A** shall be included as a part of the Monthly Activity Status Report for the period during which they are obtained, pursuant to Article 8.01 herein. Subrecipient shall submit Monthly Activity Status Reports via email to: DR.Status.Reporting@recovery.texas.gov.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated under the Continuing Appropriations and Military Construction, Veterans Affairs, and Related Agencies Appropriations Act, 2017, and Zika Response and Preparedness Act (Public Law 114-223), enacted on September 29, 2016, the Further Continuing and Security Assistance Appropriations Act, 2017 (Public Law 114-254), enacted on December 10, 2016, and the Consolidated Appropriations Act, 2017 (Public Law

115-31), enacted on May 5, 2017, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the Texas Severe Storms, Tornadoes, and Flooding (DR-4266), the Texas Severe Storms and Flooding (DR-4269), and the Texas Severe Storms and Flooding (DR-4272), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program and any other applicable laws. **All funds are subject to recapture and repayment for non-compliance.**

(b) To participate in the CDBG-DR program, Subrecipient must have a data universal numbering system (DUNS) number, and a Commercial and Government Entity (CAGE) Code.

(c) Subrecipient must report its DUNS number and CAGE Code to the GLO for use in various reporting documents. A DUNS number and CAGE Code may be obtained by visiting the Central Contractor Registration web site at:

https://www.sam.gov

Assistance with this web site is available by calling **866-606-8220.**

5.02 STATE FUNDING

(a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.

(b) Any claim by Subrecipient for damages under this Contract may not exceed the amount due and owing Subrecipient under the Contract or the amount of funds appropriated for payment, but not yet paid to Subrecipient, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

SUBRECIPIENT SHALL CONDUCT, IN A SATISFACTORY MANNER AS DETERMINED BY THE GLO, THE ACTIVITIES AS SET FORTH IN THE CONTRACT. THE DISCRETIONARY RIGHT OF THE GLO TO TERMINATE FOR CONVENIENCE UNDER SECTION 3.02 NOTWITHSTANDING, THE GLO MAY RECAPTURE AND BE REIMBURSED BY SUBRECIPIENT FOR ANY PAYMENTS MADE BY THE GLO (I) THAT EXCEED THE MAXIMUM ALLOWABLE HUD RATE; (II) THAT ARE NOT ALLOWED UNDER APPLICABLE LAWS, RULES, AND REGULATIONS; OR (III) THAT ARE OTHERWISE INCONSISTENT WITH THIS CONTRACT, INCLUDING ANY UNAPPROVED EXPENDITURES. THIS RECAPTURE PROVISION APPLIES TO ANY FUNDS EXPENDED FOR ANY INDIVIDUAL PROJECT THAT DOES NOT MEET A CDBG-DR PROGRAM OBJECTIVE AS SPECIFIED IN THE PERFORMANCE STATEMENT IN ATTACHMENT A.

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Subrecipient shall reimburse disallowed costs from funds which were not provided or otherwise made available to Subrecipient under this Contract.

5.05 FINAL BENCHMARK

To ensure full performance, the GLO has set aside an amount equal to five percent (5%) of Subrecipient's funds until completion and acceptance by the GLO of all Activities identified in the Performance Statement and Budget in **Attachment A**. The GLO shall make a final disbursement only upon receipt of documentation sufficient to determine that Subrecipient has completed the Activities in accordance with the Contract Documents, requirements of the Contract, and all applicable law, rules, and regulations.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

(a) The Parties shall jointly own all right, title, and interest in, and to, all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party and without expense or charge.

(b) Subrecipient grants the GLO and HUD a royalty free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position the Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 APPROVAL OF PUBLICATION AND SPECIFIC DISCLAIMER REQUIRED

Before publication, Subrecipient must submit to the GLO, for HUD approval, any public information releases concerning this Contract that refer to HUD or any HUD bureau or employee. Subrecipient must submit the specific text, layout photographs, and other elements of the proposed release with the request for approval. The specific acknowledgements and funding statements that must be included in certain publications funded by the Subrecipient are set forth in the Contract Documents.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives to determine Subrecipient's compliance with this Contract and all applicable laws, rules, and regulations, including the applicable laws and regulations provided in **Attachment D**.

7.02 INSPECTION AND AUDIT

(a) All records related to this Contract, including records of Subrecipient and its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at the Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

(b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

(c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.

7.03 SUBRECIPIENT SELF-AUDIT AND TARGETED AUDITS

(a) Subrecipient Self-Audit

Upon GLO's or HUD's approval, Subrecipient may conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient may use funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the Activities funded under this Contract, provided that the GLO shall not pay the cost of such audit services until the GLO has received Subrecipient's satisfactory audit report and invoice, as determined by the GLO. The invoice submitted for reimbursement must clearly show the percentage of cost allocable to the Activities funded under this Contract relative to the total cost of the audit services. Therefore, Subrecipient shall submit an invoice showing the total cost of the audit and the corresponding prorated charge per funding source. If applicable, Subrecipient shall submit an explanation with the reimbursement request, explaining why the percentage of audit fees exceeds the prorated amount allowable.

(b) Targeted Audits & Monitoring Visits

The GLO may at any time perform, or instruct the performance of, an annual program and/or fiscal audit, or conduct a special or targeted audit of any aspect of the Subrecipient's operation, using an auditor of the GLO's choice. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.04 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-DR program, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

Subrecipient shall procure and maintain for the duration of this Contract any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall include copies of such licenses and permits as a part of the Monthly Report for the period during which they are obtained.**

8.02 INDEMNITY

(a) Each Party is liable for any personal injuries, property damage, or death resulting from its acts or omissions.

(b) If the GLO is named as a party defendant in any litigation arising out of allegations of personal injury, death, or property damage resulting from Subrecipient's acts or omissions, and for which the GLO is liable, if at all, only vicariously, then Subrecipient shall pay, on the GLO's behalf, all costs and expenses of litigation (including court costs and reasonable attorneys' fees) and all amounts paid in settlement of any claim, action, or suit, including judgment or verdict, arising out of or in connection with this Contract.

(c) If the Subrecipient is named as a party defendant in any litigation arising out of allegations of personal injury, death, or property damage resulting from GLO's acts or omissions, and for which the Subrecipient is liable, if at all, only vicariously, then GLO shall pay, on the Subrecipient's behalf, all costs and expenses of litigation (including court costs and reasonable attorneys' fees) and all amounts paid in settlement of any claim, action, or

suit, including judgment or verdict, arising out of or in connection with this Contract.

Attorneys Subrecipient retains to represent any interest of the GLO must be approved by the GLO and the Office of the Texas Attorney General. Attorneys the GLO retains to represent any interest of Subrecipient must be approved by Subrecipient.

8.03 INSURANCE AND BOND REQUIREMENTS

(a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.

(b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this Section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties**.

(c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.

(d) **Subrecipient shall require, on all construction projects, that any person or entity required to provide Federal Construction Assurances shall complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Notwithstanding this provision, Subrecipient may subcontract some or all of the services to be performed under this Contract. In any subcontracts, Subrecipient shall legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.326 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

Texas Comptroller's Vendor Performance Program at:
https://comptroller.texas.gov/purchasing/;

and the Federal General Services Administration's System for Award Management at:
https://www.sam.gov/.

8.06 PURCHASES AND EQUIPMENT

Any purchase of equipment or computer software shall be made in accordance with all applicable laws, regulations, and rules including those listed in **Attachment D**. Subrecipient shall retain title to and possession of any Equipment or computer software unless and until transferred to the GLO, upon the GLO's written. Subrecipient shall furnish, with its final request for reimbursement, a list of all Equipment and computer software purchased with Program funds under the Contract, including the name of the manufacturer, the model number, and the serial number. The disposition of any Equipment or computer software shall be in accordance with all applicable laws, regulations, and rules, including those listed in **Attachment D**.

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE 7**, above, may initiate communications with any subcontractor, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **ARTICLE 7** herein.

8.08 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

8.09 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient shall comply with all applicable federal, state, and local laws, ordinances, and regulations, including those listed in **Attachments B, C,** and **D**. Subrecipient is deemed to know and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract.

8.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

GLO
Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

Subrecipient
City of Tomball
401 Market
Tomball, Texas 77375-4267
Attention: David Esquivel

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party as herein provided.

8.11 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any document related hereto. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.12 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated.

8.13 DISPUTE RESOLUTION

Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitute grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it.

8.14 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act ("PIA") and will be withheld from public disclosure or released only in accordance therewith. Subrecipient shall make any information created or exchanged with the state pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state/the GLO. Subrecipient shall make any information required under the PIA available to the GLO in portable document file (".pdf") format or any other format agreed between the Parties. Subrecipient's failure to mark as "confidential" or a "trade secret" any information it believes to be excepted from disclosure waives all claims Subrecipient may make against the GLO for releasing such information without prior notice to Subrecipient.

Subrecipient shall release, to any requestor, the following information:

- The amount of CDBG-DR funds expected to be made available;
- The range of Activities that may be undertaken with CDBG-DR funds;
- The estimated amount of CDBG-DR funds proposed to be used for Activities that will meet the national objective of benefit to low- and moderate-income persons; and

- The proposed CDBG-DR Activities likely to result in displacement and the Subrecipient's anti-displacement and relocation plan.

8.15 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the Budget, to add or delete an Activity, and/or to extend the term of the Contract may be made only by written agreement of the Parties, under the formal amendment process except that, upon completion of the Contract, the GLO may deobligate any remaining balances by means of a close-out letter pursuant to **SECTION 2.03**. In the sole discretion of the GLO, and in conformance with federal law, the GLO may approve other adjustments required during project performance by the GLO by way of a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by U.S. mail or electronic mail.

Pursuant to **SECTION 2.03** hereof, a final **Grant Completion Report** of all Activities performed under this Contract shall be submitted and shall include all such informal revisions approved over the life of the Contract.

8.16 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in Attachment(s), Technical Guidance Letter(s), and/or Revision(s) shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.17 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. Subrecipient acknowledges that this Contract is effective for the period of time specified in the Contract. Any work performed by Subrecipient after the Contract terminates is performed at the sole risk of Subrecipient.

8.18 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.19 SURVIVAL

The provisions of **ARTICLES 5, 6, AND 7; AND SECTIONS 1.01, 1.03, 2.05, 3.02, 3.04, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15** of this Contract, and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.20 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract, and pursuant to **SECTION 2.03** hereof, Subrecipient shall prepare a final **Grant Completion Report** confirming final performance measures, budgets, and expenses and the GLO will close the contract in accordance with 2 C.F.R. §§ 200.343 through 200.345 and GLO CDBG-DR guidelines. The GLO will notify Subrecipient via official closeout letter.

8.21 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.22 CONFLICT OF INTEREST

(a) Subrecipient shall abide by the provisions of this Section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict of interest laws and regulations applicable to the Program.

(b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

8.23 ENVIRONMENTAL CLEARANCE REQUIREMENTS

(a) Subrecipient is responsible for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of the Project. Subrecipient shall prepare environmental review or assessment of each Activity in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record ("ERR") for each Activity, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.

(b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities.

(c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.

(d) The Parties acknowledge and understand that the GLO may enter into Interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more Interagency agreement into this contract via a Technical Guidance Letter.

8.24 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

(a) Subrecipient must ensure that all citizens have equal and ongoing access to information about the projects, including ensuring that project information is available in the appropriate languages for the geographical area served by the Subrecipient. Information furnished to citizens shall include, without limitation:

1. The amount of CDBG-DR funds expected to be made available;
2. The range of Activities that may be undertaken with the CDBG-DR funds;
3. The estimated amount of the CDBG-DR funds proposed to be used for Activities meeting the national objective of benefiting low-to-moderate income persons; and
4. A clear statement if any proposed CDBG-DR Activities are likely to result in displacement and the entity's anti-displacement and relocation plan.

(b) Complaint Procedures: Subrecipient must have written citizen complaint procedures that provide a timely written response (within fifteen (15) working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.

(c) Technical Assistance: If requested, Subrecipient shall provide technical assistance to persons of low and moderate income in developing proposals for the use of CDBG-DR funds.

(d) Subrecipient shall maintain a citizen participation file which includes a copy of the Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.25 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but should be legible from at least three (3) feet distance.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this Section 8.25 shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by the Floods of 2016. Funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

8.26 PROCUREMENT OF RECOVERED MATERIALS

(a) To the extent applicable, Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

(b) To ensure maximum use of recovered/recycled materials per 2 CFR § 200.322, information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive procurement-guideline-cpg-program, along with the list of EPA-designated items.

8.27 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under

Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729, the undersigned Provider representative hereby declares that he/she has examined this Contract and Attachments, including without limitation, the Solicitation and Solicitation Response, and to the best of his/her knowledge and belief any statements, entries, or claims made by Provider are, correct, accurate and complete.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 19-076-029-B386
INFRASTRUCTURE SUBRECIPIENT CONTRACT AGREEMENT – 2016 FLOOD ALLOCATION

GENERAL LAND OFFICE	CITY OF TOMBALL
______________________________	______________________________
Mark A. Havens, Chief Clerk/ Deputy Land Commissioner	By: Robert Hauck Title: __________________________
Date of execution: _________________	Date of execution: _______________

DS
OGC gm ______________
DS
DD HL ______________
DS
SDD GP ______________
DS
DGC MB ______________
DS
GC JG ______________

ATTACHED TO THIS CONTRACT:

ATTACHMENT A:	Performance Statements, Budget, and Benchmarks for Infrastructure Projects
ATTACHMENT B:	Federal Assurances and Certifications
ATTACHMENT C:	General Affirmations
ATTACHMENT D:	Nonexclusive List of Applicable Laws, Rules, and Regulations
ATTACHMENT E:	Special Conditions
ATTACHMENT F:	Monthly Activity Status Report
ATTACHMENT G:	GLO Information Security Appendix

ATTACHMENTS FOLLOW

CITY OF TOMBALL
19-076-029-B386

PERFORMANCE STATEMENT

The 2016 Floods and Storms overwhelmed the City of Tomball (Subrecipient) drainage system. Heavy rainfall caused flooding of homes and streets were impassable. The smaller, more localized drainage areas prohibited storm water from draining effectively which inundated the drainage system and threatened public health, safety, and welfare. The Subrecipient will conduct drainage infrastructure improvements to facilitate proper storm water conveyance and reduce the impact of future flooding.

The Subrecipient shall perform the activities identified herein for the target area specified in its approved Texas Community Development Block Grant Disaster Recovery Supplemental Grant application to aid areas most impacted by the 2016 Floods and Storms. The persons to benefit from the activities described herein must receive the prescribed service or benefit and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is $1,585,396.00. The Subrecipient will be required to maintain a detailed budget breakdown in the Texas General Land Office Community Development and Revitalization's (GLO-CDR) official system of record.

<u>Flood and Drainage Facilities</u>

Subrecipient shall acquire right of way, excavate open ditch, install storm sewer pipe and reinforced concrete box, slope headwall, apply hydromulch, and complete associated appurtenances. Construction shall take place along S. Persimmon and Lizzie Lane. Improvements total four thousand (4,000) linear feet.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Lizzie Lane	Drainage channel south of Lizzie Lane and S. Persimmon intersection along west side of S. Persimmon 30.091643, -95.599563	1,000 LF	5554.00	01
S. Persimmon	Along east side of S. Persimmon to Medical Complex outfall 30.086085, -95.599373	3,000 LF	5554.00	01
These activities shall benefit two hundred twenty-six persons (226) persons, of which one hundred forty-five (145), or sixty-four and fifteen hundredths percent (64.15%), are of low to moderate income.				

BUDGET

Activity No.	HUD Activity Type	Grant Award	Other Funds	Total
19-076-029-MI_5_ Tomball	Rehabilitation/Reconstruction of Public Improvements	$1,585,396.00	$411,012.00[1]	$1,996,408.00
	TOTAL	$1,585,396.00	$411,012.00[1]	$1,996,408.00

[1] **CITY OF TOMBALL GENERAL FUND, TO BE USED TOWARDS ENGINEERING ($60,000), ENVIRONMENTAL ($50,000), AND ACQUISITION (301,012).**

MILESTONES

	Not-To-Exceed Draw Percentages					
Milestones	**Construction**	**Engineering**	**Grant Administration**	**Special Environmental**	**Environmental**	**Acquisition**
Project Kick-Off Meeting and Start-up Package			15%			
Engineering Notice to Proceed		30%				
Environmental Notice to Proceed			30%			
100% Design Approved		60%				
Special Environmental Report Approved				100%		
Authority to Use Grant Funds			50%		100%	
Acquisition Start						100%
Bid Advertise		70%	60%			
Construction Notice to Proceed	85%	85%	85%			
As-Builts/ COCC/FWCR	100%	100%	95%			
Closeout Packet Approved			100%			

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Approval No. 4040-0009
Expiration Date: 01/31/2019

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.

2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C.§794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
APPLICANT ORGANIZATION City of Tomball	DATE SUBMITTED

THIS FORM MUST BE EXECUTED

SF-424D (Rev. 7-97) Back

CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87[1]

Certification for Contracts, Grants, Loans, and Cooperative Agreements:

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure Form to Report Lobbying,'' in accordance with its instructions.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance:

The undersigned states, to the best of his or her knowledge and belief, that: If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, ''Disclosure Form to Report Lobbying,'' in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT	AWARD NUMBER AND/OR PROJECT NAME
City of Tomball	19-076-029-B386

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Robert Hauck

SIGNATURE	DATE

1 24 C.F.R. 87 App. A, available at https://www.gpo.gov/fdsys/granule/CFR-2011-title24-vol1/CFR-2011-title24-vol1-part87-appA. Published Apr. 1, 2011. Accessed Aug. 1, 2018.

Disclosure of Lobbying Activities

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

Approved by OMB
4040-0013

1. Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**2. Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**3. Report Type:** a. initial filing _____ b. material change **For material change only:** Year_______quarter ________ Date of last report__________

4. Name and Address of Reporting Entity: ____ Prime _____Subawardee Tier_____, if Known: **Congressional District,** *if known*:	**5. If Reporting Entity in No. 4 is Subawardee,** Enter Name and Address of Prime: **Congressional District,** *if known*:
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: ____________
8. Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:**__________________________________ **Print Name:** ________________________________ **Title:** ______________________________ **Telephone No.:**____________**Date:** _______
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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

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

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

2. Identify the status of the covered Federal action.

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

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

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

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

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

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

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

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

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

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

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 4040-0013. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (4040-0013), Washington, DC 20503.

General Affirmations

To the extent they apply, Provider affirms and agrees to the following, without exception:

1. Provider represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Provider nor the firm, corporation, partnership, or institution represented by Provider, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Provider.

2. If the Contract is for services, Provider shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

3. Under Section 231.006 of the Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

4. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application. Provider certifies it has submitted this information to the GLO.

5. If the Contract is for the purchase or lease of computer equipment, as defined by Texas Health and Safety Code Section 361.952(2), Provider certifies that it is in compliance with Subchapter Y, Chapter 361 of the Texas Health and Safety Code, related to the Computer Equipment Recycling Program and the Texas Commission on Environmental Quality rules in Title 30 Texas Administrative Code Chapter 328.

6. Pursuant to Section 2155.003 of the Texas Government Code, Provider represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

7. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Provider owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.

8. Upon request of the GLO, Provider shall provide copies of its most recent business continuity and disaster recovery plans.

9. If the Contract is for consulting services governed by Texas Government Code Chapter 2254, Subchapter B, in accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Provider certifies that it does not employ an individual who has been employed by The GLO or another agency at any time during the two years preceding the Provider's submission of its offer to provide consulting services to the GLO or, in the alternative, Provider, in its offer to provide consulting services to the GLO, disclosed the following: (i) the nature of the previous employment with the GLO or other state agency; (ii) the date the employment was terminated; and (iii) the annual rate of compensation for the employment at the time of its termination.

10. If the Contract is not for architecture, engineering, or construction services, Provider must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract.

11. If the Contract is for architecture, engineering, or construction services, subject to Texas Government Code, Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, Provider shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. In accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d).

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the Provider's claim for breach of contract cannot be resolved by the parties in the ordinary course of business, Provider may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against the Provider as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Provider must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount the Provider seeks as damages; and (3) the legal theory of recovery.

    b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with the Provider in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.

    c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the parties shall reduce the agreement or settlement to writing and each party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a party's rights under this Contract as to the parts of the claim that are not resolved.

d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the parties agree in writing to an extension of time, the parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is the Provider's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the parties are unable to resolve their disputes as described in this section.

e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.

f. Compliance with the dispute resolution process provided for in Texas Government Code, Chapter 2260, subchapter B and incorporated by reference in subsection (a)-(d) above is a condition precedent to the Provider: (1) filing suit pursuant to Chapter 114 of the Civil Practices and Remedies Code; or (2) initiating a contested case hearing pursuant to Subchapter C of Chapter 2260 of the Texas Government Code.

12. Provider represents and warrants that, pursuant to Section 2270.002 of the Texas Government Code, Provider does not boycott Israel and will not boycott Israel during the term of the Contract.

13. This Contract is contingent upon the continued availability of lawful appropriations by the Texas Legislature. Provider understands that all obligations of the GLO under this Contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

14. Provider certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.

15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Provider certifies that it is not (1) the executive head of the GLO, (2) a person who at any time during the four years before the effective date of the Contract was the executive head of the GLO, or (3) a person who employs a current or former executive head of the GLO.

16. Provider represents and warrants that all statements and information prepared and submitted in connection with this Contract are current, complete, true, and accurate. Submitting a false statement or making a material misrepresentation during the performance of this Contract is a material breach of contract and may void the Contract or be grounds for its termination.

17. Pursuant to Section 2155.004(a) of the Texas Government Code, Provider certifies that neither Provider nor any person or entity represented by Provider has received compensation from the GLO to participate in the preparation of the specifications or solicitation on which this Contract is based. Under Section 2155.004(b) of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate. This Section does not prohibit Provider from providing free technical assistance.

18. Provider represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.

19. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, Provider represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.

20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.

21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN Texas STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE

CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE GLO, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED DAMAGES, COSTS, ATTORNEY FEES, AND EXPENSES TO THE EXTENT CAUSED BY, ARISING OUT OF, OR RESULTING FROM ANY ACTS OF NEGLIGENCE, INTENTIONAL TORTS, WILLFUL MISCONDUCT, PERSONAL INJURY OR DAMAGE TO PROPERTY, AND/OR OTHERWISE RELATED TO PROVIDER'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE PROVIDER OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO PROVIDER, OR ANY OTHER ENTITY OVER WHICH THE CONTRACTOR EXERCISES CONTROL, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN Texas STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. PROVIDER AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM

23. PROVIDER SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE GLO AND THE STATE OF TEXAS FROM AND AGAINST ANY AND ALL CLAIMS, VIOLATIONS, MISAPPROPRIATIONS OR INFRINGEMENT OF ANY PATENT, TRADEMARK, COPYRIGHT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHTS AND/OR OTHER INTANGIBLE PROPERTY, PUBLICITY OR PRIVACY RIGHTS, AND/OR IN CONNECTION WITH OR ARISING FROM: (1) THE PERFORMANCE OR ACTIONS OF PROVIDER PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR PROVIDER'S USE OF OR ACQUISITION OF ANY REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY PROVIDER OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF PROVIDER'S PERFORMANCE UNDER THE CONTRACT. PROVIDER AND THE GLO shall FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND

PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, PROVIDER WILL REIMBURSE THE GLO AND THE STATE OF TEXAS FOR ANY CLAIMS, DAMAGES, COSTS, EXPENSES OR OTHER AMOUNTS, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND COURT COSTS, ARISING FROM ANY SUCH CLAIM. IF THE GLO DETERMINES THAT A CONFLICT EXISTS BETWEEN ITS INTERESTS AND THOSE OF PROVIDER OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND PROVIDER WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL.

24. Provider has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.

25. Sections 2155.006 and 2261.053 of the Texas Government Code, prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, Provider certifies that the individual or business entity named in this Contract is not ineligible to receive the specified contract and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

26. Provider understands that the GLO will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Provider shall make any information created or exchanged with the State/GLO pursuant to the Contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State or the GLO.

27. The person executing this Contract certifies that he/she is duly authorized to execute this Contract on his/her own behalf or on behalf of Provider and legally empowered to contractually bind Provider to the terms and conditions of the Contract and related documents.

28. If the Contract is for architectural or engineering services, pursuant to Section 2254.0031 of the Texas Government Code, which incorporates by reference Section 271.904(d) of the Texas Local Government Code, Provider shall perform services (1) with professional skill and care ordinarily provided by competent engineers or architects practicing under the same or similar circumstances and professional license, and (2) as expeditiously as is

prudent considering the ordinary professional skill and care of a competent engineer or architect.

29. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. The acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this paragraph concerning the authority to audit funds received indirectly by subcontractors through the Contract and the requirement to cooperate is included in any subcontract it awards. The GLO may unilaterally amend the Contract to comply with any rules and procedures of the state auditor in the implementation and enforcement of Section 2262.154 of the Texas Government Code.

30. Provider certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the Contract by any state or federal agency.

31. Provider expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, Provider represents and warrants to the GLO that any technology provided to the GLO for purchase pursuant to this Contract is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of: providing equivalent access for effective use by both visual and non-visual means; presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this Section, the phrase “equivalent access” means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans With Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

32. If the Contract is for the purchase or lease of covered television equipment, as defined by Section 361.971(3) of the Texas Health and Safety Code, Provider certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations and Military Construction, Veterans Affairs, and Related Agencies Appropriations Act, 2017, and Zika Response and Preparedness Act (Public Law No. 114-223);

Further Continuing and Security Assistance Appropriations Act, 2017 (Public Law No. 114-254);

Consolidated Appropriations Act, 2017 (Public Law No. 115-31);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301, *et seq*.);

The United States Housing Act of 1937, as amended, 42 U.S.C. § 1437f(o)(13) (2016) and related provisions governing Public Housing Authority project-based assistance, and implementing regulations at 24 C.F.R. Part 983 (2016);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual; and

Guidance Documents: State of Texas Plan for Disaster Recovery ("2016 Action Plan") dated March 10, 2017, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq*.); 24 C.F.R. Part l, "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 VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq*.);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. § 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 Provider 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. § 6101, *et seq*.); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 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, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq*.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. §§ 276a-276a-5 and re-codified at 40 U.S.C. §§ 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. § 874 and re-codified at 40 U.S.C. § 3145): 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. §§ 327A and 330 and re-codified at 40 U.S.C. §§ 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. § 1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212);

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended.

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c).

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831(b)).

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. § 470, *et seq.*), particularly sections 106 and 110 (16 U.S.C. §§ 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R., 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. Part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. § 469, *et seq.)*, particularly section 3 (16 U.S.C. § 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 C.F.R., 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. Part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

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

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f), *et seq.*, and 21 U.S.C. § 349) as amended; particularly section 1424(e)(42 U.S.C. § 300h-3(e)); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. Part 149).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. § 1531, *et seq.*) as amended, particularly section 7 (16 U.S.C. § 1536).

WILD AND SCENIC RIVERS

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

AIR QUALITY

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

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 C.F.R. Parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. § 4201, *et seq.*), particularly sections 1540(b) and 1541 (7 U.S.C. §§ 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture—7 C.F.R. Part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51)(other than the runway clear zone and clear zone notification requirement in 24 C.F.R. § 51.303(a)(3)); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979.

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994--Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 C.F.R., 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. § 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601, *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. § 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

SPECIAL CONDITIONS

If applicable to the Activity, Subrecipient must be in compliance with the following Special Conditions and any other State, Federal, or local laws, rules, and regulations as may be applicable, throughout the term of the Contract, prior to the release of any grant funds for the Activities anticipated

Subrecipient is deemed to have read and to understand the requirements of each of the following, if applicable to the Activity under this Contract:

A. REIMBURSEMENT, GENERALLY

As provided for in Public Laws 114-223, 114-254, and 115-31, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

(1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.

(2) Where activities specified in Attachment A, Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.

(3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:

a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:

i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and

ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.

c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:

i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

ii. The person failed to obtain and maintain flood insurance.

d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

For construction projects, Subrecipient shall require and maintain copies, in written and/or digital format, of final Project record drawing(s) and engineering schematics, as constructed.

D. WATER SYSTEM IMPROVEMENTS

(1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.

(2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.

(3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

Prior to the construction of any sewer system improvements described, Subrecipient shall provide certification that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217, Subchapter D.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant of other system-related improvements included in this Contract.

F. WASTEWATER TREATMENT CONSTRUCTION

Prior to incurring costs for any wastewater treatment construction in Attachment A, Subrecipient shall provide documentation of an approved permit or amendment(s) to an existing permit for such activities from the TCEQ's Water Quality Division.

In addition, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or equivalent permit or authority for the area to be served has been issued by the TCEQ.

G. SEPTIC SYSTEM IMPROVEMENTS

(1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.

(2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."

(3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

Subrecipient shall provide documentation that the construction of a new building and facilities are in compliance with the Texas Accessibility Standards (TAS) of the Architectural Barriers Act, Chapter 469, Texas Government Code, and the Texas Department of Licensing and Regulation (TDLR) Architectural Barriers Administrative Rules, 16 Texas Administrative Code, Part 4, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the Texas Department of Licensing and Regulation (TDLR) for an accessibility plan review.

I. BRIDGE CONSTRUCTION/REHABILITATION

Subrecipient shall use the minimum design requirements of the Texas Department of Transportation (TxDOT) for bridge construction/rehabilitation. Final plans and specifications must be submitted to TxDOT for review and approval prior to the start of construction, and documentation of such approval must be provided to the GLO.

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the Governor's Division of Emergency Management, identifying the shelter as a facility that provides short-term lodging for evacuees during and immediately after an emergency situation. Subrecipient shall submit a copy of Subrecipient's Emergency Management Plan Annex for Shelter and Mass Care to the GLO.

K. DEBRIS REMOVAL

Subrecipient shall ensure that any debris to be removed consists primarily of vegetation, construction and demolition materials from damaged or destroyed structures, and personal property. Only debris identified as the responsibility of the local jurisdiction will be eligible for the reimbursement of cost of removal.

Prior to beginning debris collection operations, Subrecipient shall address all pertinent environmental concerns, adhere to all applicable regulations, and obtain all required permits. Further, Subrecipient shall adhere to the methods described herein for the collection and storage of debris prior to proper disposal.

While construction and demolition debris may be collected and disposed of at an appropriately rated landfill, woody and/or vegetative debris must be stored prior to disposal by use of temporary debris storage and reduction sites (TDSR). Subrecipient will prepare and operate the TDSR sites, or local jurisdictions choosing to conduct their own debris operations may review Chapter 7 of the FEMA Debris Management Guide regarding the use of TDSR sites. This document may be obtained at https://www.fema.gov/pdf/government/grant/pa/demagde.pdf.

In order to maintain the life expectancy of landfills, Subrecipients disposing of woody and/or vegetative debris must choose burning, chipping, or grinding as the method of disposal. Any project disposing of woody and/or vegetative debris must be approved in writing by the GLO.

L. USE OF BONDS

Subrecipient must notify the GLO of its issuance and sale of bonds for completion of the project funded under this Contract.

M. NON-RENTAL HOUSING REHABILITATION ASSISTANCE PROGRAM GUIDELINES

Prior to the selection of program recipients, Subrecipient shall provide a copy of its proposed housing rehabilitation assistance program guidelines for GLO review and approval. The guidelines must include provisions for compliance with the Federal Fire Prevention and Control Act of 1974 (which requires that any housing unit rehabilitated with grant funds be protected by a hard-wired or battery-operated smoke detector) and provisions for compliance with 24 CFR 35 (HUD lead-based paint regulation).

N. HOUSING REBABILITATION OR RECONSTRUCTION ASSISTANCE:

The housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory Note at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the Note will be forgiven at a rate of 33 percent per year, for the first two years, and 34 percent after the third year, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

(1) If the homeowner occupies the home for the full three-year term, the Note expires and no repayment is required, nor will any conditions be imposed relative to the disposition of the property. If any of the terms and conditions under which the assistance was provided are

breached or if the property is sold, leased, transferred or vacated by the homeowner for any consecutive thirty (30) day period during the three-year Note term, the repayment provisions of the promissory note and DOT shall be enforced.

(2) If, during the three-year Note term, the homeowner vacates the unit for any consecutive thirty (30) day period, the locality may forgive, as evidenced by the program director, city council, or commissioner court action, the remaining loan balance. Prior to forgiveness of all or any portion of the assistance provided, the request for forgiveness must be approved by the local governing body and be based on documented and justifiable conditions or circumstances that would result in an unnecessary hardship to the homeowner and the determination that the national objective of benefiting low to moderate-income persons was met.

(3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the three-year forgivable Note.

(4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the three-year note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.

(5) Monitoring of the three-year Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.

(6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

O. RENTAL HOUSING REHABILIATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

The rental housing rehabilitation, reconstruction, or new construction assistance will provided be provided in the form of a twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the Program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

P. COASTAL MANAGEMENT

Subrecipient acknowledges and agrees that any Project that may impact a Coastal Natural Resource Area must be consistent with the goals and policies of the Texas Coastal Management Program as described in 31 Texas Administrative Code, Part 16, Chapter 501.

GLO Community Development and Revitalization
Subrecipient Monthly Activity Status Report

Subrecipient must provide Monthly Activity Status Reporting at the site level for all sites identified in the Performance Statement and Budget (Attachment A) and relevant to the Milestones (Attachment A) therein. The Report is due the first day of each month for the duration of the Contract. Submit the Report via email to: **DR.Status.Reporting@GLO.TEXAS.GOV**

Subrecipient: ______________________________
Contract #: ______________________________
Preparer Name: ______________________ Contact Information: ______________________

Reporting Month/Year: ______________________

Activity Name:

Site	Current Milestone	Status Notes/Important Dates	Anticipated Completion Date	Program Income

Overall Grant Status Summary

Site-Level Budget Status

Site	Total Budget	Total Expended	Balance	% Expended	
0	$100,000.00	$59,000.00	$41,000.00	59%	example
0			$0.00	#DIV/0!	
0			$0.00	#DIV/0!	
0			$0.00	#DIV/0!	
0			$0.00	#DIV/0!	
0			$0.00	#DIV/0!	
0			$0.00	#DIV/0!	
0			$0.00	#DIV/0!	
0			$0.00	#DIV/0!	
0			$0.00	#DIV/0!	
TOTALS:	$100,000.00	$59,000.00	$41,000.00	59%	

GLO Information Security Appendix

1. Definitions

"Breach of Security" or "Breach" means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

"GLO Data" means any data or information owned by the GLO, including PII or SPI as defined below, that Provider creates, obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto.

"Personal Identifying Information" or "PII" means information that alone, or in conjunction with other information, identifies an individual, as defined at Tex. Bus. & Com. Code § 521.002(1).

"Sensitive Personal Information" or "SPI" means the information categories listed at Tex. Bus. & Com. Code § 521.002(2).

2. Security and Privacy Compliance

2.1. Provider shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.

2.2. Provider shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations and directives.

2.3. Provider shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology ("NIST") Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.

2.4. Provider will legally bind any subcontractors to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Provider shall ensure that the requirements stated herein are imposed on any subcontractor of Provider's subcontractor(s).

2.5. Provider will not share GLO Data with any third parties.

2.6. Provider will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII on behalf of the agency. Provider agrees to maintain and, upon request, provide documentation of training completion.

2.7. Any GLO Data maintained or stored by Provider or any subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership

3.1. The GLO shall retain full ownership of all respective data provided to Provider or to which the Provider otherwise gains access by operation of the Contract or any agreement related thereto.

3.2. Upon termination of the Contract, Provider shall promptly return to the GLO all GLO Data possessed by Provider and its agents or subcontractors. Provider shall retain no copies or back-up records of GLO Data. If such return is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this **Attachment G**, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data to the purposes that make the return of or GLO Data infeasible. In lieu of the requirements in this Section 3.2, the GLO may direct Provider to destroy any GLO Data in Provider's possession. Any such destruction shall be verified by Provider and the GLO.

4. Data Mining

4.1. Provider agrees not to use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract or any document related thereto.

4.2. Provider agrees to take all reasonably feasible physical, technical, administrative, and procedural measures to ensure that no unauthorized use of GLO Data occurs.

5. Breach of Security

5.1. Provider agrees to provide the GLO with the name and contact information for an employee of the Provider which shall serve as the GLO's primary security contact.

5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Provider, the Provider agrees to notify the GLO as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, the Provider agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.

5.3. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at brandon.rogers@glo.texas.gov.

5.4. Provider agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.

5.5. Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without obtaining GLO's prior written consent.

5.6. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, the Provider agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

6.1. Upon the GLO's request and to confirm Provider's compliance with this **Attachment G**, Provider grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in the Provider's, or Provider's subcontractor's, physical and/or technical environment in relation to GLO Data. Provider agrees to fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Provider may supply, upon GLO approval, the following reports: SSAE16, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Provider shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any subcontract it awards.

6.2. At the GLO's request, Provider agrees to promptly and accurately complete a written information security questionnaire provided by the GLO regarding Provider's business practices and information technology environment in relation to GLO Data.

DocuSign SECURED

Certificate Of Completion

Envelope Id: 524DF7A7C36E4D1F8CEE8E91AFDC60B5		Status: Sent
Subject: $1.5M Contract: 19-076-029-B386 City of Tomball (Texas GLO)		
Source Envelope:		
Document Pages: 63	Signatures: 0	Envelope Originator:
Certificate Pages: 5	Initials: 5	LaTanya Logan
AutoNav: Enabled		1700 Congress Ave
EnvelopeId Stamping: Enabled		Austin, TX 78701
Time Zone: (UTC-06:00) Central Time (US & Canada)		latanya.logan@glo.texas.gov
		IP Address: 204.65.210.14

Record Tracking

Status: Original 3/27/2019 10:18:43 AM	Holder: LaTanya Logan latanya.logan@glo.texas.gov	Location: DocuSign

Signer Events	Signature	Timestamp
Ginger Mills Ginger.Mills@glo.texas.gov Attorney Texas General Land Office, Office of General Counsel Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS gm Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.62	Sent: 3/27/2019 10:26:04 AM Viewed: 3/28/2019 9:31:17 AM Signed: 3/28/2019 9:57:24 AM
Heather Lagrone heather.lagrone.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS HL Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.134	Sent: 3/28/2019 9:57:29 AM Viewed: 3/28/2019 11:00:22 AM Signed: 3/28/2019 11:00:37 AM
Greg Pollock greg.pollock@glo.texas.gov Senior Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS GP Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.23	Sent: 3/28/2019 11:00:40 AM Viewed: 3/28/2019 11:04:21 AM Signed: 3/28/2019 11:05:24 AM
Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DS MB Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.47	Sent: 3/28/2019 11:05:27 AM Viewed: 3/28/2019 11:09:32 AM Signed: 3/28/2019 11:10:20 AM

Signer Events	Signature	Timestamp
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.61	Sent: 3/28/2019 11:10:23 AM Viewed: 3/28/2019 11:55:25 AM Signed: 3/28/2019 11:55:30 AM
Robert Hauck RHauck@tomballtx.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 3/28/2019 11:55:33 AM Resent: 3/29/2019 3:27:27 PM Viewed: 4/3/2019 11:59:07 AM
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/27/2019 10:26:02 AM
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/27/2019 10:26:03 AM
Kelly McBride kelly.mcbride@glo.texas.gov Director of Contract Management Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/27/2019 10:26:03 AM

Carbon Copy Events	Status	Timestamp
Mark Lawley Mark.Lawley@glo.texas.gov Compliance Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/27/2019 10:26:03 AM
LaTanya Logan latanya.logan@glo.texas.gov Contract Specialist Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/27/2019 10:26:03 AM
Vonda White vonda.white@glo.texas.gov Disaster Recovery Procurement Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/27/2019 10:26:03 AM Viewed: 3/27/2019 2:29:03 PM
Jeffrey Miller jeff.miller.glo@recovery.texas.gov Special Projects Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/27/2019 10:26:04 AM
Dawn Riggs dawn.riggs.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/28/2019 9:57:27 AM
Matthew Anderson matthew.anderson.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/28/2019 9:57:27 AM
Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/28/2019 9:57:27 AM

Carbon Copy Events	Status	Timestamp
Cynthia Hudson cynthia.hudson.glo@recovery.texas.gov Infrastructure Manager Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/28/2019 9:57:27 AM Viewed: 3/28/2019 4:07:28 PM
Diane Hill-Smith diane.hill-smith.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/28/2019 11:00:40 AM
Stephanie Crenshaw stephanie.crenshaw@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 3/28/2019 11:10:23 AM
Gregory Rankin gregory.rankin@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Angie Williams Angie.Williams@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Martin Rivera Jr martin.rivera.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Carbon Copy Events	Status	Timestamp
Commissioner George P. Bush GeorgeP@glo.texas.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/29/2019 3:27:27 PM

Payment Events	Status	Timestamps

RESOLUTION NO. 2018-31

A RESOLUTION OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING & APPROVING THE CITY MANAGER OR ASSISTANT CITY MANAGER TO COMMIT FUNDS IN ACCORDANCE WITH AN AGREEMENT FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT FOR DRAINAGE IMPROVEMENTS IN THE MOST-IMPACTED AREAS

* * * * * * * * *

WHEREAS, on August 6, 2018, the Tomball City Council adopted Resolution No. 2018-21 authorizing the City Manager or Assistant City Manager to commit funds and submit the 2016 Floods Most-Impacted Infrastructure Application for DR-4266 and DR-4269, regarding the 2016 Tax Day and 2016 Memorial Day flood incidents; and

WHEREAS, the application requires that the City of Tomball Council authorize the City Manager or Assistant City Manager to expend commit to additional funds in the amount of $411,012.00 in order to proceed with the application process for drainage improvements in one of our impacted areas;

WHEREAS, upon award of grant funds for application DR-4266 and DR-4269, any expenditure of funds shall be submitted to the City of Tomball Council for approval; **NOW, THEREFORE**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS that the Tomball City Council approves the request to expend $500,000.00 with the submission of the 2016 Floods Most-Impacted Infrastructure Application for DR-4266 and DR-4269.

PASSED, APPROVED, AND RESOLVED this 5th day of November 2018.

Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

Regular City Council
Agenda Item
Data Sheet

Meeting Date: April 15, 2019

Topic:

Approve Resolution No. 2019-09, a Resolution of the City of Tomball, Texas with Regard to a Proposed Public Improvement District, Making Findings Related to the Advisability of Proposed Improvements, the Estimated Cost of the Improvements, the Method of Assessment and the Apportionment of the Costs between the District and the City as a Whole; and Making Other Findings Related to the District

Background:

Hines is pursuing an approximately 105-acre residential development between Persimmon Road and Hufsmith-Kohrville Road, just to the north of the future Medical Complex 4B extension. As part of the development, Hines desires to establish a Public Improvement District. Resolution No. 2019-09 accepts the Petition and directs that the proposed public improvement district be created as described in the Petition and in accordance with State law.

Origination:

Hines

Recommendation:

N/A

Party(ies) responsible for placing this item on agenda:

Craig T. Meyers, Community Development Director

ACTION TAKEN

Approval ☐ Yes ☐ No	Readings Passed ☐ 1st ☐ 2nd	Other

ATTACHMENTS:

Resolution 2019-09
Presentation
Site

RESOLUTION NO. 2019-09

A RESOLUTION OF THE CITY OF TOMBALL, TEXAS WITH REGARD TO A PROPOSED PUBLIC IMPROVEMENT DISTRICT, MAKING FINDINGS RELATED TO THE ADVISABILITY OF PROPOSED IMPROVEMENTS, THE ESTIMATED COST OF THE IMPROVEMENTS, THE METHOD OF ASSESSMENT AND THE APPORTIONMENT OF THE COSTS BETWEEN THE DISTRICT AND THE CITY AS A WHOLE; AND MAKING OTHER FINDINGS RELATED TO THE DISTRICT.

*** * * * * * * * * ***

WHEREAS, the City of Tomball, Texas is in receipt of a petition for the creation of a public improvement district submitted by Raburn Resources, LP, a true and correct copy of which is attached hereto as Exhibit "A" and incorporated herein by this reference for all purposes (the "Petition"); and

WHEREAS, the City Council of the City finds that the creation of the proposed public improvement district described in the Petition will promote the interests of the City; and

WHEREAS, the City Council of the City further finds that the completion of the improvements described in the Petition will confer special benefits on the property located within the proposed public improvement district; and

WHEREAS, the City Council of the City has considered the Petition and finds that proposed improvements, the estimated cost of the improvements, the method of assessment, and the apportionment of the cost between the proposed improvement district and the City as a whole are advisable and in the best interest of the health, safety and welfare of the citizens of the City; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

Section 1. The facts and matters set forth in the preamble to this resolution are hereby found to be true and correct.

Section 2. The City Council of the City of Tomball hereby accepts the Petition attached hereto as Exhibit "A" and directs that the proposed public improvement district be created as described in the Petition and in accordance with State law.

BE IT PASSED, ADOPTED AND RESOLVED this the 15th day of April 2019.

Gretchen Fagan, Mayor

Attest:

Doris Speer, City Secretary

PETITION FOR THE CREATION OF A PUBLIC IMPROVEMENT DISTICT

THE STATE OF TEXAS

COUNTY OF HARRIS

TO: THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:

This petition (the "Petition") is submitted and filed the City of Tomball, Texas (the "City"), by Raburn Commercial Resources LP (the "Petitioner"), acting pursuant to the provisions of Chapter 372 of the Texas Local Government Code, as amended (the "Act"), petition this Honorable City Council to create a public improvement district (the "District") to include property owned by the Petitioner and located within the City, as more particularly described and depicted on Exhibit A (the "Property"). In support of this Petition, the Petitioner would present the following:

Standing of Petitioner. The Petitioner is an owner of the Land within the District described below as determined by the current roll of the Harris County Appraisal District. The Petitioner, along with all other petitioners submitting petitions to the City in connection with the District, constitutes the owner of taxable property within the District sufficient to meet the requirements of Section 372.005(b), Texas Local Government Code.

(1) General nature of the Proposed Public Improvements and Services.

The purpose of the District is to fund (a) the design, acquisition, and construction of public improvement projects authorized by the Act that are necessary for development of District property, which public improvements will include: (i) water distribution systems/capacity, (ii) sanitary sewer systems/capacity, (iii) storm sewer systems, (iv) street paving, (v) gas distribution, (vi) public landscaping and hardscaping, (vii) detention facilities, (viii) detention capacity, (ix) erosion control (x) public amenities, (xi) traffic improvements, (xii) contingency provisions; ((i) through (xii) collectively, the "Authorized Improvements"). (b) the payments of expenses incurred in the establishment, administration, and operation of the District, including cost of issuing bonds and funding debt service and capitalized interest reserves, and (c) the maintenance and operation of costs of the Authorized Improvements.. These Authorized Improvements shall promote the interest of the City and confer a special benefit to the Property.

(2) Estimated Costs.

Estimated total cost of the proposed improvements is $15,000,000.

(3) Boundaries.

The proposed boundaries are described in the boundary description attached in Exhibit A.

(4) Proposed Method of Assessment.

The City shall levy assessments on each lot within the District in a manner that (i) results in imposing equal shares of the costs on property similarly benefited,(ii) the *ad valorum* taxable value of the property benefiting from the improvements, or (iii) an combination thereof. All assessments may be paid in full at any time (including accrued and unpaid interest), and certain assessments may be paid in annual installments (including interest and debt). If an assessment is allowed to be paid in installments, then the installments must be paid in amounts necessary to meet annual costs for those Authorized Improvements financed in part by the assessment, and must continue for a period necessary to retire the indebtedness on those Authorized Improvement (including interest).

(5) Apportionment of Cost.

The City will not be obligated to provide funds to finance the proposed public improvements. 100 percent of the cost of the proposed improvements shall be paid by assessment of the property owners in the District and/or from other sources of funds, if any, available to the Petitioners.

Assessment amounts will be a maximum equivalent tax rate of .96 cents per $100 of finished home value.

Bond amortization of 30 years from individual bond delivery date of the first improvement area.

(6) Management of the District.

The management of the District will be the ultimate responsibility of the City Council of the City; provided that, to the extent allowed by law, the City may contract with either a non-profit, or a for-profit organization to carry out all or a part of the responsibilities of managing the District, including the day-to-day management and administration of the District.

(7) Petitioner Request Establishment of the District.

The Petitioner signing this petition concurs in and requests the establishment of the District.

(8) Advisory Board.

The Petitioner proposes that the District be established and managed without the creation of an advisory body.

This Petition is hereby filed with the City Secretary of City in support of the creation of the District by the City Council as herein provided. The undersigned request that the City Council grant its consent as above stated.

RESPECTFULLY SUBMITTED, on this the 9th day of April, 2019.

PETITIONER

Raburn Commercial Resources, LP

By: Raburn Resources, LLC, its general partner

By:______________________________

Name: Tawn Raburn Seale

Title: A Manager

Exhibit "A"

DESCRIPTION
TRACT 1

39.4982 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being those certain Outlots 355, 356, 358, 359, 361, 362, 363 and 364 of the Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 39.4982 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a PK Nail set in the Easterly right-of-way line of South Persimmon Road (30 foot right-of-way), for the Northwesterly corner of that certain Outlot 366 of said Corrected Map of Tomball Outlots and the Southwesterly corner of said Outlot 363;

Thence, N 02°26'40" W, along the Easterly right-of-way line of said South Persimmon Road, a distance of 1,480.41 feet to a PK Nail set at the intersection with the Southerly right-of-way line of Sutton Lane (30 foot Unimproved right-of-way) as shown on said Corrected Map of Tomball Outlots, for the Northwesterly corner of said Outlot 355;

Thence, N 87°44'47" E, along the Southerly right-of-way line of said Sutton Lane, a distance of 1,160.10 feet to a 5/8 inch iron rod with cap set at the intersection with the Westerly right-of-way line of a 30 foot Unimproved right-of-way as shown on said Corrected Map of Tomball Outlots, for the Northeasterly corner of said Outlot 356;

Thence, S 02°32'22" E, along the Westerly right-of-way line of said 30 foot Unimproved right-of-way, a distance of 1,482.67 feet to a 5/8 inch iron rod with cap set for the Southeasterly corner of said Outlot 364 and the Northeasterly corner of that certain Outlot 367 of said Corrected Map of Tomball Outlots, from which a found 1/2 inch iron pipe bears N 87°51'27" E, 30.70 feet;

Thence, S 87°51'27" W, along the Northerly line of said Outlot 366 and 367, a distance of 1,162.57 feet to the POINT OF BEGINNING and containing 39.4982 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 03137-E)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:______________________

STATE OF TEXAS
REGISTERED
HARRY H. HOVIS IV
4827
PROFESSIONAL
LAND SURVEYOR

Date: November 4, 2018
Job No: 18-102-00
Dwg No: HSC 03137-E
File No: A18-102.00D
Dwg. File: 1810200.dwg

4.9530 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being that certain Outlot 365 of the Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 4.9530 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the Easterly right-of-way line of a 30 foot Unimproved right-of-way as shown on said Corrected Map of Tomball Outlots, for the Northwesterly corner of that certain called 10.27 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number G259047, the Southwesterly corner of said Outlot 365 and the Northwesterly corner of that certain Outlot 368 of said Corrected Map of Tomball Outlots;

Thence, N 02°32'22" W, along the Easterly right-of-way line of said 30 foot Unimproved right-of-way, a distance of 396.79 feet to a 5/8 inch iron rod with cap found for the Southwesterly corner of that certain Reserve "B" of the Final Plat of Calvary Baptist of Tomball Subdivision, a subdivision as shown on map or plat recorded under Film Code Number 520133 of the Map Records of Harris County, Texas and the Northwesterly corner of said Outlot 365;

Thence, N 87°15'10" E, along the Southerly line of said Reserve "B", a distance of 542.96 feet to a 5/8 inch iron rod with cap found for the Northwesterly corner of that certain Reserve "C" of said Final Plat of Calvary Baptist of Tomball Subdivision and the Northeasterly corner of said Outlot 365;

Thence, S 02°32'04" E, along the Westerly line of said Reserve "C", a distance of 397.96 feet to a 1/2 inch iron rod found for the most Northerly Northeast corner of said 10.27 acre tract and the Northeasterly corner of said Outlot 368;

Thence, S 87°22'37" W, along the Northerly line of said 10.27 acre tract and the Northerly line of said Outlot 368, a distance of 542.93 feet to the POINT OF BEGINNING and containing 4.9530 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 03137-E)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:___________________________

STATE OF TEXAS
REGISTERED
HARRY H. HOVIS IV
4827
PROFESSIONAL
LAND SURVEYOR

Date:	November 4, 2018
Job No:	18-102-00
Dwg No:	HSC 03137-E
File No:	B18-102.00D
Dwg. File:	1810200.dwg

DESCRIPTION
TRACT 3

4.1376 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being a portion of that certain Outlot 354 of the Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 4.1376 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the Easterly right-of-way line of a 30 foot Unimproved right-of-way as shown on said Corrected Map of Tomball Outlots, for the Southwesterly corner of that certain Tract C of Truss Houston, Inc., a subdivision as shown on map or plat recorded under Volume 335, Page 107 of the Map Records of Harris County, Texas and the Northwesterly corner of said Outlot 354, from which a found 1/2 inch iron rod bears S 87°47'53" W, 0.72 feet;

Thence, N 87°47'53" E, along the Southerly line of said Tract C, a distance of 478.88 feet to a 5/8 inch iron rod with cap found in the Westerly right-of-way line of Huffsmith Kohrville Road (right-of-way width varies);

Thence, S 02°08'45" E, along the Westerly right-of-way line of said Huffsmith Kohrville Road, a distance of 375.13 feet to a 1 inch iron rod found at the intersection with the Northerly right-of-way line of Sutton Lane (30 foot Unimproved right-of-way) as shown on said Corrected Map of Tomball Outlots, from which a found 5/8 inch iron rod with cap bears N 61°10'47" W, 0.87 feet;

Thence, S 87°15'14" W, along the Northerly right-of-way line of said Sutton Lane, a distance of 476.29 feet to a 5/8 inch iron rod with cap set at the intersection with the Easterly right-of-way line of said 30 foot Unimproved right-of-way, for the Southwesterly corner of said Outlot 354, from which a found 1/2 inch iron rod bears N 87°15'14" E, 1.33 feet;

Thence, N 02°32'22" W, along the Easterly right-of-way line of said 30 foot Unimproved right-of-way, a distance of 379.66 feet to the POINT OF BEGINNING and containing 4.1376 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 03137-E)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:__________________________

STATE OF TEXAS
REGISTERED
HARRY H. HOVIS IV
4827
PROFESSIONAL
LAND SURVEYOR

Date: November 4, 2018
Job No: 18-102-00
Dwg No: HSC 03137-E
File No: C18-102.00D
Dwg. File: 1810200.dwg

Exhibit "A"

DESCRIPTION
TRACT 4

55.1226 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being those certain Outlots 338, 339, 341, 342, 343, 344, 346, 349, 350, 352 and 353 of the Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 55.1226 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the Easterly right-of-way line of South Persimmon Road (30 foot right-of-way), for the Northwesterly corner of said Outlot 338;

Thence, N 87°35'04" E, along the Southerly line of that certain Lot 1 of Persimmon Properties, a subdivision as shown on map or plat recorded under Film Code Number 679815 of the Map Records of Harris County, Texas, a distance of 1,156.29 feet to a 5/8 inch iron rod with cap set in the Westerly right-of-way line of a Unimproved right-of-way (variable width right-of-way) as shown on said Corrected Map of Tomball Outlots, for the Northeasterly corner of said Outlot 339, from which a found 5/8 inch iron rod with cap bears N 49°09'38" W, 3.69 feet;

Thence, S 02°32'22" E, along the Westerly right-of-way line of said Unimproved right-of-way, a distance of 1,132.81 feet to a 5/8 inch iron rod with cap set for the Northeasterly corner of that certain Outlot 347 of said Corrected Map of Tomball Outlots, from which a found 5/8 inch iron rod bears S 87°44'47" W, 6.90 feet;

Thence, S 87°44'47" W, along the common line of said Outlots 344 and 347, a distance of 584.30 feet to a 5/8 inch iron rod with cap set for the common corner of said Outlots 343, 344, 346 and 347;

Thence, S 02°18'20" E, along the common line of said Outlots 346 and 347, a distance of 377.60 feet to a 5/8 inch iron rod with cap set for the common corner of said Outlots 346, 347, 349 and 350;

Thence, N 87°44'47" E, along the common line of said Outlots 347 and 350, a distance of 585.84 feet to a 5/8 inch iron rod with cap set in the Westerly right-of-way line of said Unimproved right-of-way, for the Southeasterly corner of said Outlot 347, from which a found 5/8 inch iron rod bears S 87°44'47" W, 4.31 feet;

Thence, S 02°32'22" E, along the Westerly right-of-way line of said Unimproved right-of-way, a distance of 755.21 feet to a 5/8 inch iron rod with cap found at the intersection with the Northerly right-of-way line of Sutton Lane (30 foot Unimproved right-of-way) as shown on said Corrected Map of Tomball Outlots, for the Southeasterly corner of said Outlot 353, from which a found 5/8 inch iron rod bears N 57°57'42" W, 2.35 feet;

Thence, S 87°44'47" W, along the Northerly right-of-way line of said Sutton Lane, a distance of 1,160.05 feet to a PK Nail set at the intersection with the Easterly right-of-way line of said South Persimmon Road, for the Southwesterly corner of said Outlot 352;

Thence, N 02°26'40" W, along the Easterly right-of-way line of said South Persimmon Road, a distance of 2,262.34 feet to the POINT OF BEGINNING and containing 55.1226 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 03137-E)

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:____________________________

STATE OF TEXAS
REGISTERED
HARRY H. HOVIS IV
4827
PROFESSIONAL
LAND SURVEYOR

Date: November 4, 2018
Job No: 18-102-00
Dwg No: HSC 03137-E
File No: D18-102.00D
Dwg. File: 1810200.dwg

FMSbonds, Inc.

Proposed Public Improvement District

fmsbonds, Inc.
Municipal Bond Specialists

FMS ROLE AS UNDERWRITER AND NOT FINANCIAL ADVISOR

FMSbonds, Inc., is providing the information contained in this document for discussion purposes only in anticipation of serving as underwriter to the "Issuer". The primary role of FMSbonds, Inc., ("FMS") as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and FMS. FMS may have financial and other interests that differ from those of the Issuer. FMS is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer or any other person or entity. The information provided is not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934. The Issuer should consult with its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. The Issuer should consider whether to engage an advisor to act in a fiduciary capacity on its behalf in connection with this transaction.

Securities offered by FMSbonds, Inc., including annuities, are not insured by the FDIC or any government agency; are not deposits or other obligations of or guaranteed by FMSbonds, Inc. or any of its affiliates; and are subject to investment risks, including possible loss of the principal invested. FMSbonds, Inc. is a broker/dealer, member FINRA/SIPC.

FMS has a policy that is designed to comply with the disclosure requirements under revised MSRB Rule G-23. In conjunction with these requirements, we are providing the following disclosure to all of our municipal underwriting clients.

Public Improvement Districts
Preliminary Indicative Summary of Terms

This Term Sheet is a preliminary draft of indicative terms based on prior discussions, circulated for discussion purposes only. This Term Sheet is not a commitment to enter into a transaction and is conditioned on the completion of due diligence and legal review and on the execution and delivery of documentation that is satisfactory to the parties hereto. This Term Sheet shall be governed in all respects by the laws of the State of Texas.

Issuer:	City of Tomball, Texas (the "City")
Not to Exceed Par Amount:	$15,000,000 in aggregate bond par
Equivalent Tax Rate:	$0.9600 per $100 of finished home value and fixed thereafter
Bond Issuance Structure:	Phased over time, approximately four (4) bond issues for water and sewer public infrastructure – however, fewer bonds issues may take place
Bond Amortization:	30 years from individual bond delivery date of the first improvement area
Bond Call Feature:	10-year par call from date of issuance
Bond Denominations:	**$**100,000 denoms
Bond Restrictions:	Offered only to Institutional or Accredited Investors
Capitalized Interest:	Not to exceed 36 months on each bond issue (12 months currently modeled)
Debt Service Reserve Fund:	Fully funded, reasonably required debt service fund (typically 100% max annual)
Estimated Bond Value to Lien:	3.0 : 1 based upon initial debt to lot value, with remaining leverage applied to reimbursement agreement, which will later be monetized through a "B" bond
30 Year Annual Installment:	50' Lot - $2,592 (covers principal, interest, additional interest, administration fees) 55' Lot - $2,832 (covers principal, interest, additional interest, administration fees) 60' Lot - $3,264 (covers principal, interest, additional interest, administration fees)
Authorizing Code:	Chapter 372, Texas Local Government Code

Public Improvement Districts

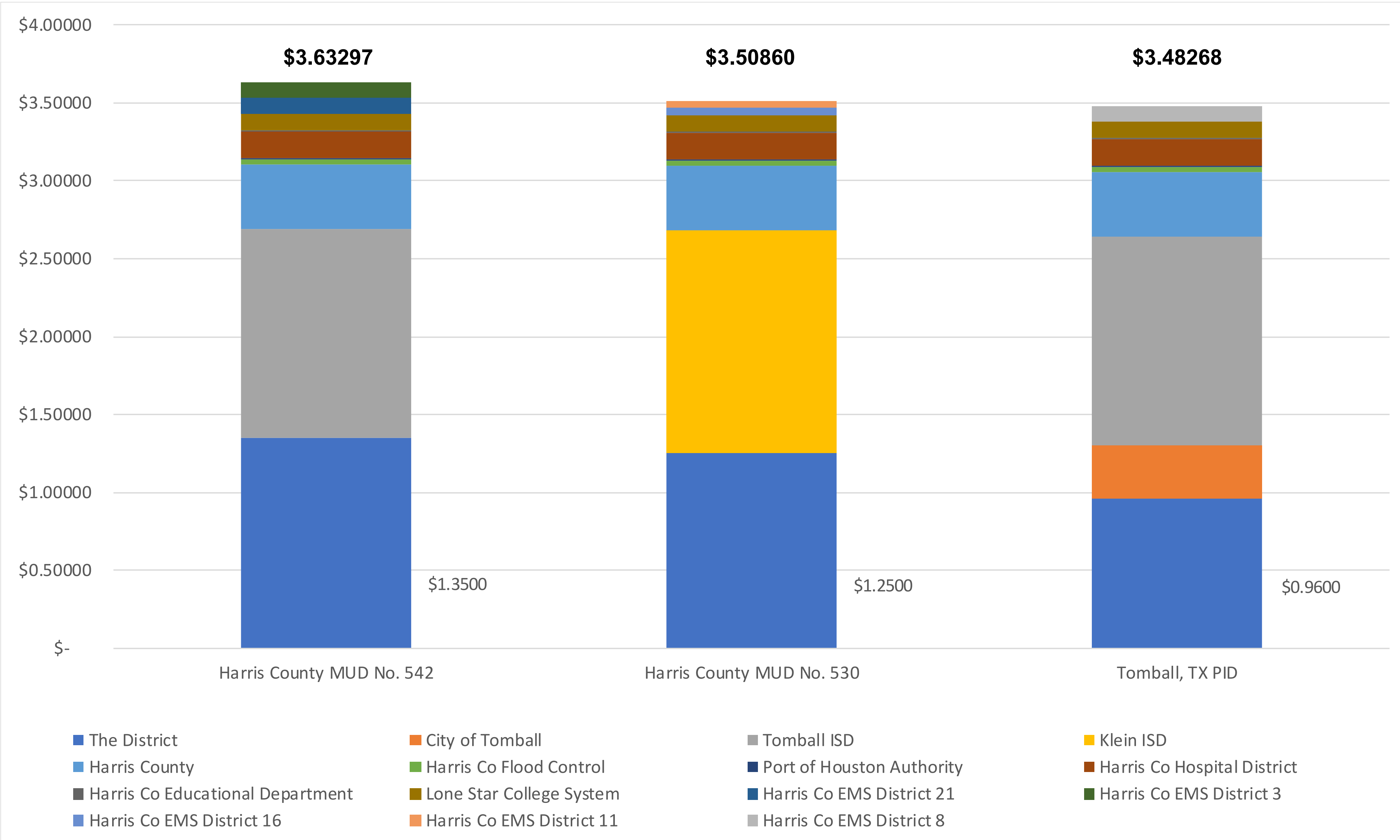
Preliminary Indicative Summary of Terms – Summary of Eligible Costs

Project proceeds may fund public infrastructure and development, including:

- Landscaping;
- Erection of fountains, distinctive lighting and signs;
- Acquiring, constructing, improving, widening, narrowing, or rerouting sidewalks, streets/roadways or rights-of-way;
- Construction or improvement of pedestrian malls;
- Acquisition, construction or improvement of libraries;
- Acquisition, construction or improvement of off-street parking facilities;
- Acquisition, construction, improvement or rerouting of mass transportation facilities;
- Acquisition, construction, or improvements of water, wastewater or drainage improvements;
- Establishment or improvement of parks;
- Acquisition, by purchase or otherwise, of real property in connection with an authorized improvement;
- Special supplemental services for improvement and promotion of the district; and
- Payment of expenses incurred in the establishment, administration and operation of the district.

Public Improvement Districts

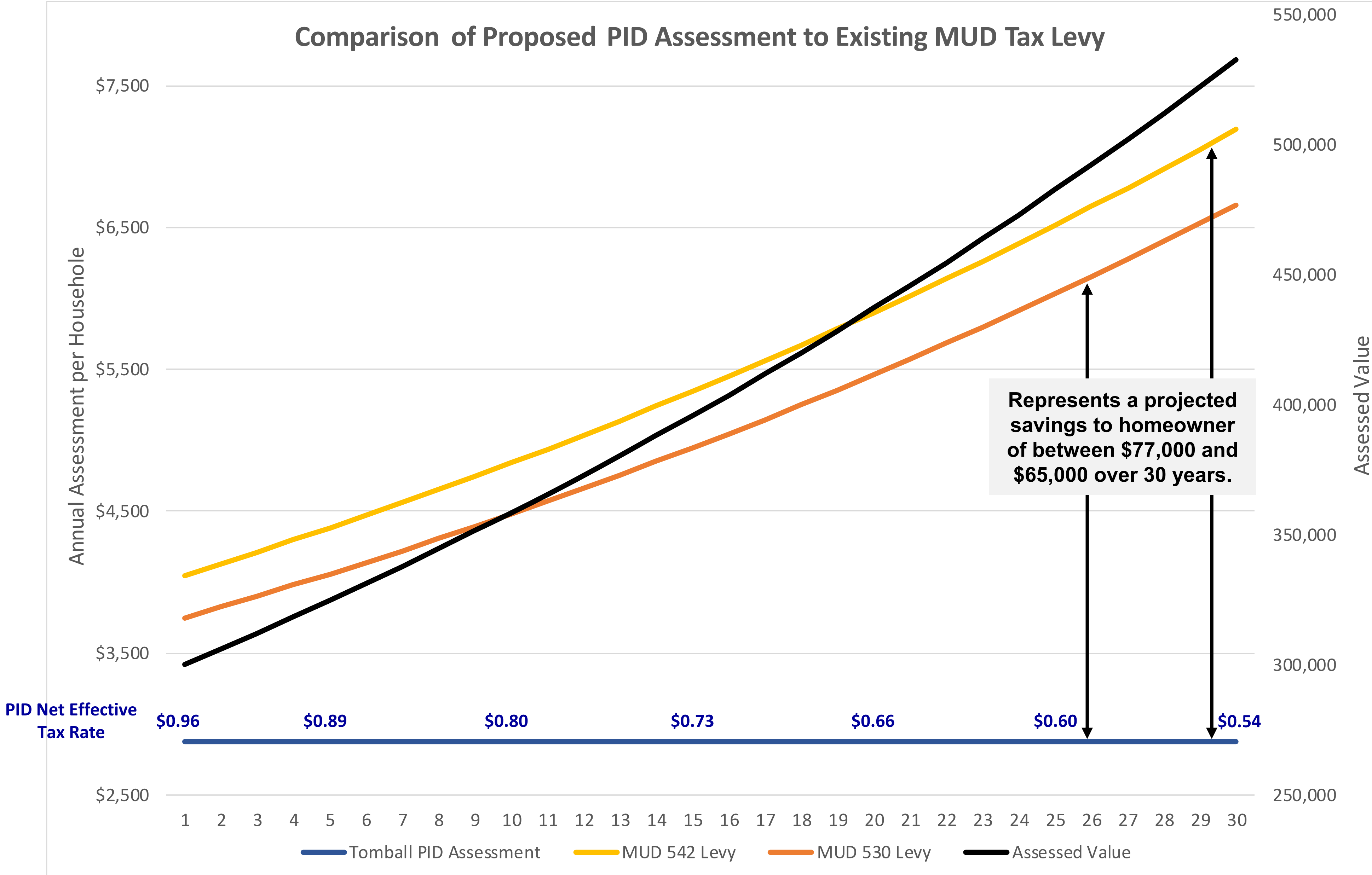
Comparison of Total Overlapping Taxing Jurisdictions and Rates [1]



1. Source: Harris County Appraisal District, Tax Year 2019.

Public Improvement Districts

PID Bond Assessments are Fixed Regardless of Future Home Value [1]



1. Assumes PID equivalent tax rate of $0.96 at issuance. Future assessments are fixed for the life of the PID Bond. Harris County MUD 542 and MUD 530 tax levy at $1.35 and $1.25 per $100 of assessed value respectively. Assessed Value assumes an annual 2% growth rate. Tax levy and assessments assume a $300,000 beginning Assessment Value per home. Finally, MUD bond levies typically continue beyond 30 year terms.

Public Improvement Districts

Possible Transaction Participants / Process Timeline

Overview of PID Bond Financing Team

Issuer Financing Team:

City / County Staff
City Attorney*
Bond Counsel*
Financial Advisor*
Appraiser*
Assessment Administrator*

Investor Financing Team:

Underwriter*
Underwriter's Counsel
Trustee*
Trustee's Counsel

Developer Financing Team:

Developer
Developer's Counsel
Engineer

* The Issuer (City or County) selects these professionals, not the developer or development team.

Time

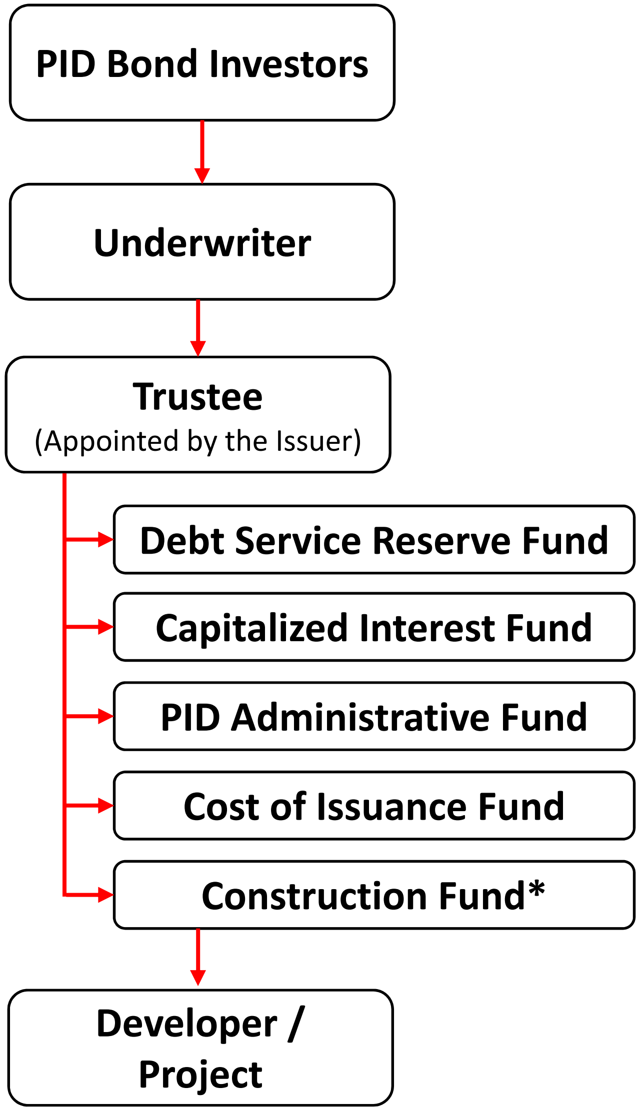
- **Initial Working Group Meeting**
- **PID Petition**
- **Public Hearing**
- **Working Group Meetings**
- **Public Hearing – Project, Financing Plan, Levy Assessments**
- **Prepare Bond Documents**
- **Distribute PLOM**
- **Investor Call / Site Visits**
- **Price Bonds**
- **Transcript to Texas AG**
- **Close and Deliver Bonds**
- **Begin Construction**

Once the development and financing agreement is approved, the issuance process may take 3 – 6 months.

Public Improvement Districts

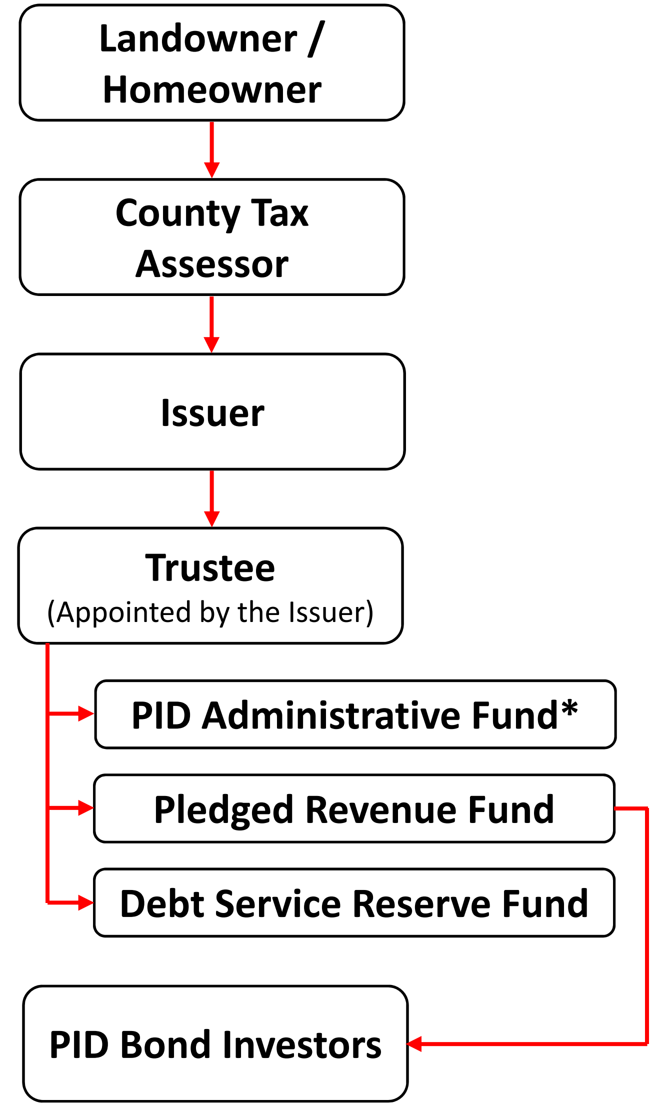
PID Bond Indenture Structure / Flow of Assessments

Flow of Bond Proceeds



* Construction funds are only distributed to the Project upon inspection and approval of the Issuer. Ultimately assets will be dedicated to the Issuer and must meet their standards.

Flow of PID Assessment Payments



* The Issuer's PID Administrative Fund is held by the Trustee separate from other funds and is not part of the Trust Estate or security for the PID Bonds.

Exhibit 1
Overview of Preliminary PID Bond Structure

Exhibit 1

Overview of Preliminary PID Bond Structure [1]

Estimated Sources and Uses of Funds [1]

	Improvement Area #1			Improvement Area #2			
Bond Issue	***Series 1A***	***Series 1B***	***Total Series 1***	***Series 2A***	***Series 2B***	***Total Series 2***	***Total All Series***
Estimated Delivery Date [2]	***9/1/2019***	***9/1/2022***		***9/1/2020***	***9/1/2024***		
ESTIMATED SOURCES OF FUNDS							
Bond Par	$ 3,870,000.00	$ 2,110,000.00	$ 5,980,000.00	$ 3,615,000.00	$ 2,260,000.00	$ 5,875,000.00	$ 11,855,000.00
Total Sources of Funds	**$ 3,870,000.00**	**$ 2,110,000.00**	**$ 5,980,000.00**	**$ 3,615,000.00**	**$ 2,260,000.00**	**$ 5,875,000.00**	**$ 11,855,000.00**
ESTIMATED USES OF FUNDS							
Deposit to the Project Fund	$ 2,735,550.00	$ 1,783,900.00	$ 4,519,450.00	$ 2,549,950.00	$ 1,888,600.00	$ 4,438,550.00	$ 8,958,000.00
Capitalized Interest [3]	445,050.00	-	445,050.00	433,800.00	-	433,800.00	878,850.00
Debt Service Reserve Fund [4]	296,100.00	136,200.00	432,300.00	280,900.00	168,000.00	448,900.00	881,200.00
Underwriter's Discount [5]	116,100.00	63,300.00	179,400.00	108,450.00	67,800.00	176,250.00	355,650.00
Cost of Issuance	232,200.00	126,600.00	358,800.00	216,900.00	135,600.00	352,500.00	711,300.00
First Year PID Administration Fee [6]	45,000.00	-	45,000.00	25,000.00	-	25,000.00	70,000.00
Total Uses of Funds	**$ 3,870,000.00**	**$ 2,110,000.00**	**$ 5,980,000.00**	**$ 3,615,000.00**	**$ 2,260,000.00**	**$ 5,875,000.00**	**$ 11,855,000.00**

Notes:

1. Sources and uses are estimated and based on numerous assumptions including interest rates which may vary over time.
2. Estimated and subject to change.
3. Series A bonds include 24 months of Capitalized Interest. Series B bonds assume no Capitalized Interest.
4. Bonds reserve funds sized at 100% of Maximum Annual Debt Service.
5. Includes Underwriter's Counsel Fee.
6. Assumes Series B bonds share PID Administration Fee under the same SAP. PID Administration Fees are not considered Pledged Revenues are not available to pay debt service. PID Administration Fees includes funds for City and City Attorney review, PID Administrator and other related reporting and review expenses.

1. Preliminary and subject to change.

Exhibit 1

Overview of Preliminary PID Bond Structure [1]

Summary of Assessments and Net Requirements [1]

Delivery Date: [2]		***9/1/2019***	***9/1/2022***			***9/1/2020***	***9/1/2024***	
Fiscal Year	**Max Assessments Available**	**Series 1A Total Net Requirements [3]**	**Series 1B Total Net Requirements [3]**	**Remaining Assessment Revenue [3]**	**Max Assessments Available**	**Series 2A Total Net Requirements [3]**	**Series 2B Total Net Requirements [3]**	**Remaining Assessment Revenue [3]**
9/30/2019								
9/30/2020	$ 480,288	$ 19,350	$ -	$ 460,938				
9/30/2021	480,288	64,350	-	415,938	$ 476,928	$ 43,075	$ -	$ 433,853
9/30/2022	480,288	341,875	-	138,413	476,928	43,075	-	433,853
9/30/2023	480,288	343,438	134,950	1,901	476,928	309,975	-	166,953
9/30/2024	480,288	339,688	138,350	2,251	476,928	306,725	-	170,203
9/30/2025	480,288	340,938	136,350	3,001	476,928	308,475	164,300	4,153
9/30/2026	480,288	341,875	134,325	4,088	476,928	309,900	162,300	4,728
9/30/2027	480,288	342,500	137,300	488	476,928	311,000	165,100	828
9/30/2028	480,288	342,813	135,075	2,401	476,928	306,775	167,650	2,503
9/30/2029	480,288	342,813	132,825	4,651	476,928	307,550	164,925	4,453
9/30/2030	480,288	342,500	135,575	2,213	476,928	308,000	167,175	1,753
9/30/2031	480,288	341,875	138,125	288	476,928	308,125	164,175	4,628
9/30/2032	480,288	340,938	135,450	3,901	476,928	307,925	166,150	2,853
9/30/2033	480,288	339,688	137,750	2,851	476,928	307,400	167,875	1,653
9/30/2034	480,288	343,125	134,850	2,313	476,928	306,550	169,325	1,053
9/30/2035	480,288	340,938	136,925	2,426	476,928	310,375	165,500	1,053
9/30/2036	480,288	338,438	138,800	3,051	476,928	308,550	166,650	1,728
9/30/2037	480,288	340,625	135,450	4,213	476,928	311,400	162,550	2,978
9/30/2038	480,288	337,188	142,075	1,026	476,928	308,600	163,425	4,903
9/30/2039	480,288	338,438	138,300	3,551	476,928	310,475	164,050	2,403
9/30/2040	480,288	339,063	139,475	1,751	476,928	306,700	169,400	828
9/30/2041	480,288	339,063	140,450	776	476,928	307,600	164,225	5,103
9/30/2042	480,288	338,438	141,200	651	476,928	307,850	169,000	78
9/30/2043	480,288	342,188	136,725	1,376	476,928	307,450	168,275	1,203
9/30/2044	480,288	340,000	137,225	3,063	476,928	311,400	162,250	3,278
9/30/2045	480,288	342,188	137,525	576	476,928	309,375	166,200	1,353
9/30/2046	480,288	338,438	137,600	4,251	476,928	311,700	164,650	578
9/30/2047	480,288	339,063	137,450	3,776	476,928	308,050	167,800	1,078
9/30/2048	480,288	338,750	137,075	4,463	476,928	308,750	165,425	2,753
9/30/2049	480,288	342,500	136,475	1,313	476,928	308,475	167,750	703
9/30/2050	480,288	-	-	-	476,928	307,225	169,550	153
Total	**$ 14,888,928**	**$ 9,623,075**	**$ 3,703,675**	**$ 1,081,890**	**$ 14,307,840**	**$ 8,728,525**	**$ 4,315,675**	**$ 1,263,640**

Notes:

1. Cash flows are estimated and based on numerous assumptions including interest rates which may vary over time.
2. Estimated and subject to change.
3. Net of Capitalized Interest. Includes all requirements associated with the PID including Administration Fees.

1. Preliminary and subject to change.

Exhibit 1

Overview of Preliminary PID Bond Structure [1]

Net Debt Service Schedule - Improvement Area #1 (Series 1A)

Bond Year	Fiscal Year	Principal	Rate [1]	Interest	Debt Service	Debt Service Reserve [2]	Capitalized Interest	Net Debt Service [3]	PID Admin Fee [4]	Additional Interest [5]	Total Net Annual Requirements [6]	Avg. Annual Requirement 50' Lot [6]	Avg. Annual Requirement 55' Lot [6]	Avg. Annual Requirement 60' Lot [6]
0	9/30/2019													
1	9/30/2020	$ -	5.750%	$ 222,525	$ 222,525	$ -	$ (222,525)	$ -	$ -	$ 19,350	$ 19,350	$ 104	$ 114	$ 124
2	9/30/2021	-	5.750%	222,525	222,525	-	$ (222,525)	-	45,000	19,350	64,350	347	379	412
3	9/30/2022	55,000	5.750%	222,525	277,525	-	-	277,525	45,000	19,350	341,875	1,845	2,016	2,187
4	9/30/2023	60,000	5.750%	219,363	279,363	-	-	279,363	45,000	19,075	343,438	1,853	2,025	2,197
5	9/30/2024	60,000	5.750%	215,913	275,913	-	-	275,913	45,000	18,775	339,688	1,833	2,003	2,173
6	9/30/2025	65,000	5.750%	212,463	277,463	-	-	277,463	45,000	18,475	340,938	1,840	2,010	2,181
7	9/30/2026	70,000	5.750%	208,725	278,725	-	-	278,725	45,000	18,150	341,875	1,845	2,016	2,187
8	9/30/2027	75,000	5.750%	204,700	279,700	-	-	279,700	45,000	17,800	342,500	1,848	2,020	2,191
9	9/30/2028	80,000	5.750%	200,388	280,388	-	-	280,388	45,000	17,425	342,813	1,850	2,021	2,193
10	9/30/2029	85,000	5.750%	195,788	280,788	-	-	280,788	45,000	17,025	342,813	1,850	2,021	2,193
11	9/30/2030	90,000	5.750%	190,900	280,900	-	-	280,900	45,000	16,600	342,500	1,848	2,020	2,191
12	9/30/2031	95,000	5.750%	185,725	280,725	-	-	280,725	45,000	16,150	341,875	1,845	2,016	2,187
13	9/30/2032	100,000	5.750%	180,263	280,263	-	-	280,263	45,000	15,675	340,938	1,840	2,010	2,181
14	9/30/2033	105,000	5.750%	174,513	279,513	-	-	279,513	45,000	15,175	339,688	1,833	2,003	2,173
15	9/30/2034	115,000	5.750%	168,475	283,475	-	-	283,475	45,000	14,650	343,125	1,852	2,023	2,195
16	9/30/2035	120,000	5.750%	161,863	281,863	-	-	281,863	45,000	14,075	340,938	1,840	2,010	2,181
17	9/30/2036	125,000	5.750%	154,963	279,963	-	-	279,963	45,000	13,475	338,438	1,826	1,996	2,165
18	9/30/2037	135,000	5.750%	147,775	282,775	-	-	282,775	45,000	12,850	340,625	1,838	2,008	2,179
19	9/30/2038	140,000	5.750%	140,013	280,013	-	-	280,013	45,000	12,175	337,188	1,820	1,988	2,157
20	9/30/2039	150,000	5.750%	131,963	281,963	-	-	281,963	45,000	11,475	338,438	1,826	1,996	2,165
21	9/30/2040	160,000	5.750%	123,338	283,338	-	-	283,338	45,000	10,725	339,063	1,830	1,999	2,169
22	9/30/2041	170,000	5.750%	114,138	284,138	-	-	284,138	45,000	9,925	339,063	1,830	1,999	2,169
23	9/30/2042	180,000	5.750%	104,363	284,363	-	-	284,363	45,000	9,075	338,438	1,826	1,996	2,165
24	9/30/2043	195,000	5.750%	94,013	289,013	-	-	289,013	45,000	8,175	342,188	1,847	2,018	2,189
25	9/30/2044	205,000	5.750%	82,800	287,800	-	-	287,800	45,000	7,200	340,000	1,835	2,005	2,175
26	9/30/2045	220,000	5.750%	71,013	291,013	-	-	291,013	45,000	6,175	342,188	1,847	2,018	2,189
27	9/30/2046	230,000	5.750%	58,363	288,363	-	-	288,363	45,000	5,075	338,438	1,826	1,996	2,165
28	9/30/2047	245,000	5.750%	45,138	290,138	-	-	290,138	45,000	3,925	339,063	1,830	1,999	2,169
29	9/30/2048	260,000	5.750%	31,050	291,050	-	-	291,050	45,000	2,700	338,750	1,828	1,997	2,167
30	9/30/2049	280,000	5.750%	16,100	296,100	(296,100)	-	-	45,000	1,400	342,500	1,848	2,020	2,191
Total		**$ 3,870,000**		**$ 4,501,675**	**$ 8,371,675**	**$ (296,100)**	**$ (445,050)**	**$ 7,630,525**	**$ 1,305,000**	**$ 391,450**	**$ 9,623,075**	**$ 51,933**	**$ 56,742**	**$ 61,551**

Notes:

1. Interest Rates as of 12/12/2018 and are preliminary and subject to change.
2. Calculated as 100% of Maximum Annual Debt Service.
3. Net of Capitalized Interest and Debt Service Fund release at maturity.
4. Includes fees related to City and City Attorney review, PID Administrator review and other related reporting and review expenses.
5. Additional Interest Reserve funded at 0.50% over the life of the Bonds.
6. Net of Capitalized Interest.

1. Preliminary and subject to change.

Exhibit 1

Overview of Preliminary PID Bond Structure [1]

Net Debt Service Schedule - Improvement Area #1 (Series 1B)

Bond Year	Fiscal Year	IA #1 Max Assessments	*Less:* Series 1A Bond Requirements [1]	Assessments Available for Series 1B	Principal	Rate [2]	Interest	Debt Service	Debt Service Reserve [3]	Capitalized Interest	Net Debt Service [4]	Additional Interest [5]	PID Admin Fee [6]	Remaining Assessment Revenues [7]
	9/30/2019													
	9/30/2020	$ 480,288	$ 19,350	$ 460,938	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 460,938
	9/30/2021	480,288	64,350	415,938	-	-	-	-	-	-	-	-	-	415,938
0	9/30/2022	480,288	341,875	138,413	-	-	-	-	-	-	-	-	-	138,413
1	9/30/2023	480,288	343,438	136,851	40,000	4.000%	84,400	124,400	-	-	124,400	10,550	-	1,901
2	9/30/2024	480,288	339,688	140,601	45,000	4.000%	82,800	127,800	-	-	127,800	10,550	-	2,251
3	9/30/2025	480,288	340,938	139,351	45,000	4.000%	81,000	126,000	-	-	126,000	10,350	-	3,001
4	9/30/2026	480,288	341,875	138,413	45,000	4.000%	79,200	124,200	-	-	124,200	10,125	-	4,088
5	9/30/2027	480,288	342,500	137,788	50,000	4.000%	77,400	127,400	-	-	127,400	9,900	-	488
6	9/30/2028	480,288	342,813	137,476	50,000	4.000%	75,400	125,400	-	-	125,400	9,675	-	2,401
7	9/30/2029	480,288	342,813	137,476	50,000	4.000%	73,400	123,400	-	-	123,400	9,425	-	4,651
8	9/30/2030	480,288	342,500	137,788	55,000	4.000%	71,400	126,400	-	-	126,400	9,175	-	2,213
9	9/30/2031	480,288	341,875	138,413	60,000	4.000%	69,200	129,200	-	-	129,200	8,925	-	288
10	9/30/2032	480,288	340,938	139,351	60,000	4.000%	66,800	126,800	-	-	126,800	8,650	-	3,901
11	9/30/2033	480,288	339,688	140,601	65,000	4.000%	64,400	129,400	-	-	129,400	8,350	-	2,851
12	9/30/2034	480,288	343,125	137,163	65,000	4.000%	61,800	126,800	-	-	126,800	8,050	-	2,313
13	9/30/2035	480,288	340,938	139,351	70,000	4.000%	59,200	129,200	-	-	129,200	7,725	-	2,426
14	9/30/2036	480,288	338,438	141,851	75,000	4.000%	56,400	131,400	-	-	131,400	7,400	-	3,051
15	9/30/2037	480,288	340,625	139,663	75,000	4.000%	53,400	128,400	-	-	128,400	7,050	-	4,213
16	9/30/2038	480,288	337,188	143,101	85,000	4.000%	50,400	135,400	-	-	135,400	6,675	-	1,026
17	9/30/2039	480,288	338,438	141,851	85,000	4.000%	47,000	132,000	-	-	132,000	6,300	-	3,551
18	9/30/2040	480,288	339,063	141,226	90,000	4.000%	43,600	133,600	-	-	133,600	5,875	-	1,751
19	9/30/2041	480,288	339,063	141,226	95,000	4.000%	40,000	135,000	-	-	135,000	5,450	-	776
20	9/30/2042	480,288	338,438	141,851	100,000	4.000%	36,200	136,200	-	-	136,200	5,000	-	651
21	9/30/2043	480,288	342,188	138,101	100,000	4.000%	32,200	132,200	-	-	132,200	4,525	-	1,376
22	9/30/2044	480,288	340,000	140,288	105,000	4.000%	28,200	133,200	-	-	133,200	4,025	-	3,063
23	9/30/2045	480,288	342,188	138,101	110,000	4.000%	24,000	134,000	-	-	134,000	3,525	-	576
24	9/30/2046	480,288	338,438	141,851	115,000	4.000%	19,600	134,600	-	-	134,600	3,000	-	4,251
25	9/30/2047	480,288	339,063	141,226	120,000	4.000%	15,000	135,000	-	-	135,000	2,450	-	3,776
26	9/30/2048	480,288	338,750	141,538	125,000	4.000%	10,200	135,200	-	-	135,200	1,875	-	4,463
27	9/30/2049	480,288	342,500	137,788	130,000	4.000%	5,200	135,200	(136,200)	-	(1,000)	1,275	-	1,313
Total		**$ 14,408,640**	**$ 9,623,075**	**$ 4,785,565**	**$ 2,110,000**		**$ 1,407,800**	**$ 3,517,800**	**$ (136,200)**	**$ -**	**$ 3,381,600**	**$ 185,875**	**$ -**	**$ 1,081,890**

Notes:

1. Net of any applicable Capitalized Interest but excludes any release from the Debt Service Reserve Fund. Includes PID Administration Fee requirements.
2. Interest Rates as of 12/12/2018 and are preliminary and subject to change.
3. Calculated as 100% of Maximum Annual Debt Service
4. Net of Capitalized Interest and Debt Service Reserve Fund release at maturity.
5. Additional Interest Reserve funded at 0.50% over the life of the Bonds.
6. Assumes PID Administration Fee requirements are shared with Series A bonds and are included therein.
7. Net of Capitalized Interest.

1. Preliminary and subject to change.

Exhibit 1

Overview of Preliminary PID Bond Structure [1]

Net Debt Service Schedule - Improvement Area #2 (Series 2A)

Bond Year	Fiscal Year	Principal	Rate [1]	Interest	Debt Service	Debt Service Reserve [2]	Capitalized Interest	Net Debt Service [3]	PID Admin Fee [4]	Additional Interest [5]	Total Annual Requirements [6]	Avg. Annual Requirement 50' Lot [6]	Avg. Annual Requirement 60' Lot [6]
	9/30/2019												
0	9/30/2020	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
1	9/30/2021	-	6.000%	216,900	216,900	-	(216,900)	-	25,000	18,075	43,075	251	295
2	9/30/2022	-	6.000%	216,900	216,900	-	(216,900)	-	25,000	18,075	43,075	251	295
3	9/30/2023	50,000	6.000%	216,900	266,900	-	-	266,900	25,000	18,075	309,975	1,809	2,121
4	9/30/2024	50,000	6.000%	213,900	263,900	-	-	263,900	25,000	17,825	306,725	1,790	2,099
5	9/30/2025	55,000	6.000%	210,900	265,900	-	-	265,900	25,000	17,575	308,475	1,801	2,111
6	9/30/2026	60,000	6.000%	207,600	267,600	-	-	267,600	25,000	17,300	309,900	1,809	2,121
7	9/30/2027	65,000	6.000%	204,000	269,000	-	-	269,000	25,000	17,000	311,000	1,815	2,128
8	9/30/2028	65,000	6.000%	200,100	265,100	-	-	265,100	25,000	16,675	306,775	1,791	2,100
9	9/30/2029	70,000	6.000%	196,200	266,200	-	-	266,200	25,000	16,350	307,550	1,795	2,105
10	9/30/2030	75,000	6.000%	192,000	267,000	-	-	267,000	25,000	16,000	308,000	1,798	2,108
11	9/30/2031	80,000	6.000%	187,500	267,500	-	-	267,500	25,000	15,625	308,125	1,799	2,109
12	9/30/2032	85,000	6.000%	182,700	267,700	-	-	267,700	25,000	15,225	307,925	1,797	2,107
13	9/30/2033	90,000	6.000%	177,600	267,600	-	-	267,600	25,000	14,800	307,400	1,794	2,104
14	9/30/2034	95,000	6.000%	172,200	267,200	-	-	267,200	25,000	14,350	306,550	1,789	2,098
15	9/30/2035	105,000	6.000%	166,500	271,500	-	-	271,500	25,000	13,875	310,375	1,812	2,124
16	9/30/2036	110,000	6.000%	160,200	270,200	-	-	270,200	25,000	13,350	308,550	1,801	2,112
17	9/30/2037	120,000	6.000%	153,600	273,600	-	-	273,600	25,000	12,800	311,400	1,818	2,131
18	9/30/2038	125,000	6.000%	146,400	271,400	-	-	271,400	25,000	12,200	308,600	1,801	2,112
19	9/30/2039	135,000	6.000%	138,900	273,900	-	-	273,900	25,000	11,575	310,475	1,812	2,125
20	9/30/2040	140,000	6.000%	130,800	270,800	-	-	270,800	25,000	10,900	306,700	1,790	2,099
21	9/30/2041	150,000	6.000%	122,400	272,400	-	-	272,400	25,000	10,200	307,600	1,796	2,105
22	9/30/2042	160,000	6.000%	113,400	273,400	-	-	273,400	25,000	9,450	307,850	1,797	2,107
23	9/30/2043	170,000	6.000%	103,800	273,800	-	-	273,800	25,000	8,650	307,450	1,795	2,104
24	9/30/2044	185,000	6.000%	93,600	278,600	-	-	278,600	25,000	7,800	311,400	1,818	2,131
25	9/30/2045	195,000	6.000%	82,500	277,500	-	-	277,500	25,000	6,875	309,375	1,806	2,117
26	9/30/2046	210,000	6.000%	70,800	280,800	-	-	280,800	25,000	5,900	311,700	1,820	2,133
27	9/30/2047	220,000	6.000%	58,200	278,200	-	-	278,200	25,000	4,850	308,050	1,798	2,108
28	9/30/2048	235,000	6.000%	45,000	280,000	-	-	280,000	25,000	3,750	308,750	1,802	2,113
29	9/30/2049	250,000	6.000%	30,900	280,900	-	-	280,900	25,000	2,575	308,475	1,801	2,111
30	9/30/2050	265,000	6.000%	15,900	280,900	(280,900)	-	-	25,000	1,325	307,225	1,793	2,103
Total		**$ 3,615,000**		**$ 4,428,300**	**$ 8,043,300**	**$ (280,900)**	**$ (433,800)**	**$ 7,328,600**	**$ 750,000**	**$ 369,025**	**$ 8,728,525**	**$ 50,952**	**$ 59,736**

Notes:

1. Interest Rates as of 12/12/2018 and are preliminary and subject to change.
2. Calculated as 100% of Maximum Annual Debt Service.
3. Net of Capitalized Interest and Debt Service Reserve Fund release at maturity.
4. Includes fees related to City and City Attorney review, PID Administrator review and other related reporting and review expenses.
5. Additional Interest Reserve funded at 0.50% over the life of the Bonds.
6. Net of Capitalized Interest.

1. Preliminary and subject to change.

Exhibit 1

Overview of Preliminary PID Bond Structure [1]

Net Debt Service Schedule - Improvement Area #2 (Series 2B)

Bond Year	Fiscal Year	IA #2 Max Assessment	*Less:* Series 2A Bond Requirements [1]	Assessments Available for Series 1B	Principal	Rate [2]	Interest	Debt Service	Debt Service Reserve [3]	Net Debt Service [4]	Additional Interest [5]	PID Admin Fee [6]	Remaining Assessment Revenues [7]
	9/30/2019												
	9/30/2020	$ -	$ -	$ -	$ -	-	$ -	$ -	$ -	$ -	$ -	$ -	$ -
	9/30/2021	476,928	43,075	433,853	-	-	-	-	-	-	-	-	433,853
	9/30/2022	476,928	43,075	433,853	-	-	-	-	-	-	-	-	433,853
	9/30/2023	476,928	309,975	166,953	-	-	-	-	-	-	-	-	166,953
0	9/30/2024	476,928	306,725	170,203	-	-	-	-	-	-	-	-	170,203
1	9/30/2025	476,928	308,475	168,453	40,000	5.000%	113,000	153,000	-	153,000	11,300	-	4,153
2	9/30/2026	476,928	309,900	167,028	40,000	5.000%	111,000	151,000	-	151,000	11,300	-	4,728
3	9/30/2027	476,928	311,000	165,928	45,000	5.000%	109,000	154,000	-	154,000	11,100	-	828
4	9/30/2028	476,928	306,775	170,153	50,000	5.000%	106,750	156,750	-	156,750	10,900	-	2,503
5	9/30/2029	476,928	307,550	169,378	50,000	5.000%	104,250	154,250	-	154,250	10,675	-	4,453
6	9/30/2030	476,928	308,000	168,928	55,000	5.000%	101,750	156,750	-	156,750	10,425	-	1,753
7	9/30/2031	476,928	308,125	168,803	55,000	5.000%	99,000	154,000	-	154,000	10,175	-	4,628
8	9/30/2032	476,928	307,925	169,003	60,000	5.000%	96,250	156,250	-	156,250	9,900	-	2,853
9	9/30/2033	476,928	307,400	169,528	65,000	5.000%	93,250	158,250	-	158,250	9,625	-	1,653
10	9/30/2034	476,928	306,550	170,378	70,000	5.000%	90,000	160,000	-	160,000	9,325	-	1,053
11	9/30/2035	476,928	310,375	166,553	70,000	5.000%	86,500	156,500	-	156,500	9,000	-	1,053
12	9/30/2036	476,928	308,550	168,378	75,000	5.000%	83,000	158,000	-	158,000	8,650	-	1,728
13	9/30/2037	476,928	311,400	165,528	75,000	5.000%	79,250	154,250	-	154,250	8,300	-	2,978
14	9/30/2038	476,928	308,600	168,328	80,000	5.000%	75,500	155,500	-	155,500	7,925	-	4,903
15	9/30/2039	476,928	310,475	166,453	85,000	5.000%	71,500	156,500	-	156,500	7,550	-	2,403
16	9/30/2040	476,928	306,700	170,228	95,000	5.000%	67,250	162,250	-	162,250	7,150	-	828
17	9/30/2041	476,928	307,600	169,328	95,000	5.000%	62,500	157,500	-	157,500	6,725	-	5,103
18	9/30/2042	476,928	307,850	169,078	105,000	5.000%	57,750	162,750	-	162,750	6,250	-	78
19	9/30/2043	476,928	307,450	169,478	110,000	5.000%	52,500	162,500	-	162,500	5,775	-	1,203
20	9/30/2044	476,928	311,400	165,528	110,000	5.000%	47,000	157,000	-	157,000	5,250	-	3,278
21	9/30/2045	476,928	309,375	167,553	120,000	5.000%	41,500	161,500	-	161,500	4,700	-	1,353
22	9/30/2046	476,928	311,700	165,228	125,000	5.000%	35,500	160,500	-	160,500	4,150	-	578
23	9/30/2047	476,928	308,050	168,878	135,000	5.000%	29,250	164,250	-	164,250	3,550	-	1,078
24	9/30/2048	476,928	308,750	168,178	140,000	5.000%	22,500	162,500	-	162,500	2,925	-	2,753
25	9/30/2049	476,928	308,475	168,453	150,000	5.000%	15,500	165,500	-	165,500	2,250	-	703
26	9/30/2050	476,928	307,225	169,703	160,000	5.000%	8,000	168,000	(168,000)	-	1,550	-	153
Total		**$ 14,307,840**	**$ 8,728,525**	**$ 5,579,315**	**$ 2,260,000**		**$ 1,859,250**	**$ 4,119,250**	**$ (168,000)**	**$ 3,951,250**	**$ 196,425**	**$ -**	**$ 1,263,640**

Notes:

1. Net of any applicable Capitalized Interest but excludes any release from the Debt Service Reserve Fund. Includes PID Administration Fee requirements.
2. Interest Rates as of 12/12/2018 and are preliminary and subject to change.
3. Calculated as 100% of Maximum Annual Debt Service
4. Net of Capitalized Interest and Debt Service Reserve Fund release at maturity.
5. Additional Interest Reserve funded at 0.50% over the life of the Bonds.
6. Assumes PID Administration Fee requirements are shared with Series A bonds and are included therein.
7. Net of Capitalized Interest.

1. Preliminary and subject to change.

Exhibit 1

Overview of Preliminary PID Bond Structure [1]

Summary of Assumptions

Improvement Area 1 - Bond Series 1											
Lot Type	**Number of Lots**	**Lot Value per FF**	**Lot Value**	**Total Phase Lot Value**	**Debt Per Lot**	**Max Assessment Per Lot**	**Home Value**	**Total Phase Home Value**	**Max I&S Tax Rate**	**Max I&S Tax Revenue**	**Requirements Per Lot (%)**
50	119	$ 1,250	$ 62,500	$ 7,437,500	$ 20,833	$ 2,592	$ 270,000	$ 32,130,000	$ 0.9600	$ 308,448	0.540%
55	52	$ 1,250	$ 68,750	$ 3,575,000	$ 22,917	$ 2,832	$ 295,000	$ 15,340,000	$ 0.9600	$ 147,264	0.590%
60	8	$ 1,250	$ 75,000	$ 600,000	$ 25,000	$ 3,072	$ 320,000	$ 2,560,000	$ 0.9600	$ 24,576	0.640%
	179			**$ 11,612,500**				**$ 50,030,000**		**$ 480,288**	
Value to Lien Target			**3.0 : 1**	**$ 3,870,000**							

Improvement Area 2 - Bond Series 2											
Lot Type	**Number of Lots**	**Lot Value per FF**	**Lot Value**	**Total Phase Lot Value**	**Debt Per Lot**	**Max Assessment Per Lot**	**Home Value**	**Total Phase Home Value**	**Max I&S Tax Rate**	**Max I&S Tax Revenue**	**Requirements Per Lot (%)**
50	0	$ 1,250	$ 62,500	$ -	$ -	$ 2,592	$ 270,000	$ -	$ 0.9600	$ -	0.000%
50	74	$ 1,250	$ 62,500	$ 4,625,000	$ 20,833	$ 2,784	$ 290,000	$ 21,460,000	$ 0.9600	$ 206,016	0.584%
60	83	$ 1,250	$ 75,000	$ 6,225,000	$ 25,000	$ 3,264	$ 340,000	$ 28,220,000	$ 0.9600	$ 270,912	0.684%
	157			**$ 10,850,000**				**$ 49,680,000**		**$ 476,928**	
Value to Lien Target			**3.0 : 1**	**$ 3,615,000**							

Bond Description	**Est. Interest Rate**	**Est. Capitalized Interest (Mths)**	**DSRF**	**Additional Interest Reserve**	**Additional Interest Reserve Cap**	**PID Admin Fee**	**PID Admin Fee Growth Rate**	**Financial Advisor Fee**	**Bond Counsel Fee**	**Underwriter's Discount**	**General COI**
Series 1A	5.750%	24	100% of MADS	0.500%	5.5% of Par	$45,000	0.000%	2.000%	2.000%	3.000%	2.000%
Series 1B	4.000%	0	100% of MADS	0.500%	5.5% of Par	$0	0.000%	2.000%	2.000%	3.000%	2.000%
Series 2A	6.000%	24	100% of MADS	0.500%	5.5% of Par	$25,000	0.000%	2.000%	2.000%	3.000%	2.000%
Series 2B	5.000%	0	100% of MADS	0.500%	5.5% of Par	$0	0.000%	2.000%	2.000%	3.000%	2.000%

Bond Issuance Schedule	
Series 1A	9/1/2019
Series 1B	9/1/2022
Series 2A	9/1/2020
Series 2B	9/1/2024

1. Preliminary and subject to change.


1,155
1,120
575
375
545
485
385
475
805
545
415
555
475
1,150
3,790
S Persimmon St
Medical Complex Rd
Agg Rd
Medical Complex Dr
Hufsmith-Kohrville Rd
Tomball Country Club

Regular City Council Agenda Item Data Sheet

Meeting Date: April 15, 2019

Topic:

Approve Resolution No. 2019-10, a Joint Resolution of the City of Tomball, Texas, with Harris County, establishing the Harris County Emergency Management Organization, which Shall Consist of the Officers and Employees of the City and of the County as Designated in an Inter-Jurisdictional Emergency Management Plan, Together with Such Organized Volunteer Groups as That Plan may Specify

Background:

The City of Tomball has, for a number of years, been a signatory to the Harris County Emergency Operations Plan, a multi-jurisdictional approach to the preparation for, response to and recovery from large scale disaster incidents. From time to time, the Plans is reviewed and updated requiring a new resolution on the part of the City of Tomball.

Origination:

Recommendation:

Party(ies) responsible for placing this item on agenda:

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Resolution No. 2019-10
Chapter 14 - Emergency Management

Resolution No. 2019-10

A JOINT RESOLUTION OF THE CITY OF TOMBALL WITH HARRIS COUNTY, ESTABLISHING THE HARRIS COUNTY EMERGENCY MANAGEMENT ORGANIZATION, WHICH SHALL CONSIST OF THE OFFICERS AND EMPLOYEES OF THE CITY AND OF THE COUNTY AS DESIGNATED IN AN INTER-JURISDICTIONAL EMERGENCY MANAGEMENT PLAN, TOGETHER WITH SUCH ORGANIZED VOLUNTEER GROUPS AS THAT PLAN MAY SPECIFY

* * * * * * * * *

WHEREAS, the City of Tomball by City Ordinance No. 2014-23, adopted on the 2nd day of September 2014, and codified in Chapter 14 of the City's Code of Ordinances, and Harris County by Commissioners Court Order dated ____________, have established similar programs of comprehensive emergency management which includes the mitigation, preparedness, response and recovery phases of emergency management; and

WHEREAS, the City and the County find that vulnerability to many potential hazards is shared by residents of the City of Tomball and the unincorporated portions of Harris County; and

WHEREAS, the City and the County further find that the common goal of emergency management can best be achieved through an organization which shares the combined resources of the City and the County; and

WHEREAS, the contemplated action is specifically authorized by the aforementioned ORDINANCE No. 2014-23, codified in Chapter 14 of the City's Code of Ordinances, and Court Order;

THEREFORE, BE IT RESOLVED that there is hereby established the Harris County Emergency Management organization which shall consist of the officers and employees of the City and of the County as designated in an inter-jurisdictional emergency management plan, together with such organized volunteer groups as that plan may specify; and

BE IT FURTHER RESOLVED that this joint resolution will be reviewed and resubmitted every two years to be in compliance with the election of new mayors. The county or the city may terminate this resolution, with or without cause, prior to the expiration of the term set forth above, upon thirty (30) days prior written notice to the other party

RESOLVED this the _______ day of _______________, 2019.

___________________________	______________________
Mayor, City of Tomball	Harris County Judge

ATTEST:

___________________________	______________________
City Secretary	County Clerk

Chapter 14 - EMERGENCY MANAGEMENT

Sec. 14-1. - Organization.

There exists the office of Emergency Management Director of the City of Tomball, which shall be held by the mayor in accordance with state law.

(1) An emergency management coordinator may be appointed by and serve at the pleasure of the director.

(2) The director shall be responsible for a program of comprehensive emergency management within the city and for carrying out the duties and responsibilities set forth in this chapter. He/she may delegate this responsibility but the authority for the execution of the powers and duties shall remain with the director.

(3) The operational emergency management organization of the City of Tomball shall consist of the officers and the employees of the city so designated by the director in the emergency management plan, as well as organized volunteer groups. The functions and duties of this organization shall be distributed among such officers and employees in accordance with the terms of the emergency management plan.

(Ord. No. 2014-23 , § 1, 9-2-2014)

Sec. 14-2. - Emergency management director—Powers and duties.

The duties and responsibilities of the emergency management director shall include the following:

(1) Surveying actual or potential hazards that threaten life and property within the city and identifying and requiring or recommending the implementation of measures that would tend to prevent the occurrence or reduce the impact of such hazards if a disaster did occur.

(2) Supervision of the development and approval of an emergency management plan for the City of Tomball and shall recommend for adoption by the city counc all mutual aid arrangements deemed necessary for the implementation of such plan.

(3) Authority to declare a local state of disaster. The declaration may not be continued or renewed for a period in excess of seven days except by or with the consent of the city council. Any order or proclamation declaring, continuing or terminating a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the city secretary.

(4) Issuance of necessary proclamations, regulations or directives that is necessary for carrying out the purposes of this chapter. Such proclamations, regulations or directives shall be disseminated promptly by means calculated to bring its contents to the attention of the general public and, unless circumstances attendant on the disaster prevent or impede, promptly filed with the city secretary.

(5) Direction and control of the operations of the emergency management organization as well as the training of emergency management personnel.

(6) Determination of all questions of authority and responsibility that may arise within the emergency management organization of the city.

(7) Maintenance of liaison with other municipal, county, district, state, regional or federal emergency management organizations.

(8) Marshaling of all necessary personnel, equipment or supplies from any department of the city to aid in the carrying out of the provisions of the emergency management plan.

(9) Supervision of the drafting and execution of mutual aid agreements, in cooperation with the representative of the state and of other local political subdivisions of the state, and the drafting and execution, if deemed desirable, of an agreement with the county in which said city is located and with other municipalities within the county, for the county-wide coordination of emergency management efforts.

(10) Supervision of, and final authorization for the procurement of all necessary supplies and equipment, including acceptance of private contributions, which may be offered for the purpose of improving emergency management within the city.

(11) Authorizing of agreements, after approval by the city attorney, for use of private property for public shelter and other purposes.

(12) Surveying the availability of existing personnel, equipment, supplies and service

which could be used during a disaster, as provided for herein.

(13) Other requirements as specified in the Texas Disaster Act (V.T.C.A., Government Code ch. 418).

(Ord. No. 2014-23 , § 2, 9-2-2014)

Sec. 14-3. - Emergency management plan.

A comprehensive emergency management plan shall be developed and maintained in a current state. The plan shall set forth the form of the organization; establish and designate divisions and functions; assign responsibilities, tasks, duties and powers; and designate officers and employees to carry out the provisions of this chapter. As provided by state law, the plan shall follow the standards and criteria established by the State Division of Emergency Management of the State of Texas. Insofa as possible, the form of organization, titles and terminology shall conform to the recommendations the state division of emergency management. When approved, it shall be the duty of all department and agencies to perform the functions assigned by the plan and to maintain their portion of the plar in a current state of readiness at all times. The emergency management plan shall be considered supplementary to this chapter and have the effect of law during the time of a disaster.

(Ord. No. 2014-23 , § 3, 9-2-2014)

Sec. 14-4. - Inter-jurisdictional program.

The mayor is hereby authorized to join with the County Judge of the County of Harris and the mayors of the other cities in said county in the formation of an inter-jurisdictional emergency management program for the County of Harris, and shall have the authority to cooperate in the preparation of an inter-jurisdictional emergency management plan and in the appointment of a join emergency management coordinator, as well as all powers necessary to participate in a county-wide program of emergency management insofar as said program may affect the City of Tomball.

(Ord. No. 2014-23 , § 4, 9-2-2014)

Sec. 14-5. - Override.

At all times when the orders, rules and regulations made and promulgated pursuant to this chapter shall be in effect, they shall supersede and override all existing ordinances, orders, rules and regulations insofar as the latter may be inconsistent therewith.

(Ord. No. 2014-23 , § 5, 9-2-2014)

Sec. 14-6. - Liability.

This chapter is an exercise by the city of its governmental functions for the protection of the public peace, health and safety and the City Tomball, the agents and representatives of said city, any individual, receiver, firm, partnership, corporation, association, or trustee, and any of the agents thereof, in good faith carrying out, complying with or attempting to comply with, any order, rule, regulation promulgated pursuant to the provisions of this chapter shall, to the extent permitted by Texas and federal law as amended, be protected from liability for any damage sustained to persons as the result of said activity.

(Ord. No. 2014-23 , § 6, 9-2-2014)

Sec. 14-7. - Commitment of funds.

No person shall have the right to expand any public funds of the city in carrying out any emergency management activity authorized by this chapter without prior approval by the city counc nor shall any person have any right to bind the city by contract, agreement, or otherwise without pri and specific approval of the city council unless during a declared disaster. During a declared disaste the mayor may expend and/or commit public funds of the city when deemed prudent and necessar for the protection of health, life or property.

(Ord. No. 2014-23 , § 7, 9-2-2014)

Sec. 14-8. - Offenses; penalties.

It shall be unlawful for any person willfully to obstruct, hinder or delay any member of the emergency management organization in the enforcement of any rule or regulation issued pursuant this chapter.

(1) It shall likewise be unlawful for any person to wear, carry, or display any emblen insignia, or any other means of identification as a member of the emergency management organization of the City of Tomball, unless authority to do so has been granted to such person by the proper officials.

(2)

Convictions for violations of the provisions of this chapter shall be punishable by fine not to exceed $1,000.00, or such maximum amount as is set by V.T.C.A., Government Code § 418.173(b), as amended.

(Ord. No. 2014-23 , § 8, 9-2-2014)

Sec. 14-9. - Severability.

In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this chapter or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this chapter as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

(Ord. No. 2014-23 , § 9, 9-2-2014)

Sec. 14-10. - Limitations.

This chapter shall not be construed so as to conflict with any state or federal statute or with any military or naval order, rule or regulation.

(Ord. No. 2014-23 , § 10, 9-2-2014)