

RESOLUTION NO. 007-12
RESOLUTION ADOPTING PREVAILING WAGE RATE SCALE
FOR CONSTRUCTION PROJECTS

WHEREAS, The Woodlands Township (the "Township") has been heretofore duly created and organized; and

WHEREAS, Chapter 2258, Texas Government Code (the "Act"), requires the Township to determine the general prevailing rate of wages for each craft or type of worker in the locality in which a construction project for the Township is to be performed and the general prevailing rate of wages for legal holiday and overtime work; and

WHEREAS, the Act provides that a contractor that is awarded a construction contract for the Township, or a subcontractor of the contractor, shall pay not less than the applicable general prevailing wage rates to a worker employed in the execution of such contract for a construction project; and

WHEREAS, the Board of Directors of the Township (the "Board") has conducted a survey of wages received by classes of workers employed on public works projects similar to the construction projects of the Township to determine the general prevailing rate of wages in the Township and has determined to adopt a Prevailing Wage Rate Scale for Construction Projects for the Township; Now, Therefore,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE WOODLANDS TOWNSHIP THAT:

Section 1: The Board has determined that the wage rates set forth in the Prevailing Wage Rate Scale for Construction Projects attached hereto as Exhibit "A" are the general prevailing wage rates for construction projects by or on behalf of the Township and hereby adopts same for purposes of the Act.

Section 2: A contractor or subcontractor on a construction project by or on behalf of the Township shall maintain records as required by the Act and shall be subject to the penalties, forfeitures, and withholdings of money provided by the Act for failure to comply with this Resolution and/or the Act.

Section 3: The President/General Manager is hereby directed and authorized to specify the wage rates adopted hereunder in all specifications for bids and contracts for construction projects by or on behalf of the Township.

PASSED and ADOPTED this 25th day of April, 2012.

Chairman, Board of Directors

ATTEST:

Secretary, Board of Directors

(SEAL)

282807

EXHIBIT "A"

General Decision Number: TX120056 01/06/2012 TX56

Superseded General Decision Number: TX20100066

State: Texas

Construction Type: Highway

Counties: Austin, Brazoria, Chambers, Fort Bend, Galveston,
Hardin, Harris, Jefferson, Liberty, Montgomery, Orange, San
Jacinto and Waller Counties in Texas.

HIGHWAY CONSTRUCTION PROJECTS (excluding tunnels, building structures in rest area projects & railroad construction; bascule, suspension & spandrel arch bridges designed for commercial navigation, bridges involving marine construction; and other major bridges).

Modification Number

Publication Date

0

01/06/2012

SUTX2011-013 08/10/2011

Rates

CEMENT MASON/CONCRETE

FINISHER (Paving and Structures)

\$ 12.98

ELECTRICIAN

\$ 27.11

FORM BUILDER/FORM SETTER

Paving & Curb \$ 12.34

Structures \$ 12.23

LABORER

Asphalt Raker \$ 12.36

Flagger \$ 10.33

Laborer, Common \$ 11.02

Laborer, Utility \$ 11.73

Pipelaye r \$ 12.12

Work Zone Barricade Servicer \$ 11.67

PAINTER (Structures) \$ 18.62

POWER EQUIPMENT OPERATOR

Asphalt Distributor \$ 14.06

Asphalt Paving Machine \$ 14.32

Broom or Sweeper \$ 12.68

Concrete Pavement Finishing Machine \$ 13.07

Concrete Paving, Curing, Float, Texturing Machine \$ 11.71

Concrete Saw \$ 13.99

Crane, Hydraulic 80 Tons or less \$ 13.86

Crane, Lattice boom 80 tons or less \$ 14.97

Crane, Lattice boom over 80 Tons \$ 15.80

Crawler Tractor \$ 13.68

Excavator, 50,000 pounds or less	\$ 12.71
Excavator, Over 50,000 pounds	\$ 14.53
Foundation Drill, Crawler Mounted	\$ 17.43
Foundation Drill, Truck Mounted	\$ 15.89
Front End Loader 3 CY or Less	\$ 13.32
Front End Loader, Over 3 CY	\$ 13.17
Loader/Backhoe	\$ 14.29
Mechanic	\$ 16.96
Milling Machine	\$ 13.53
Motor Grader, Fine Grade	\$ 15.69
Motor Grader, Rough	\$ 14.23
Off Road Hauler	\$ 14.60
Pavement Marking Machine	\$ 11.18
Piledriver	\$ 14.95
Roller, Asphalt	\$ 11.95
Roller, Other	\$ 11.57
Scraper	\$ 13.47
Spreader Box	\$ 13.58
Servicer	\$ 13.97

STEEL WORKER

Reinforcing Steel	\$ 15.15
Structural Steel Welder	\$ 12.85
Structural Steel	\$ 14.39

TRUCK DRIVER

Low Boy Float	\$ 16.03
Single Axle	\$ 11.46
Single or Tandem Axle Dump	\$ 11.48
Tandem Axle Tractor w/Semi Trailer	\$ 12.27

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

HOUSING AGREEMENT

This Housing Agreement (“Agreement”) is made and entered into by and between; **The Woodlands Township**, a political subdivision duly organized under the laws of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended, acting by and through its Board of Directors, (hereinafter the “**Township**”); and **Montgomery County Hospital District**, (hereinafter, “**MCHD**”) (the Township and MCHD are hereafter be referred to herein as a “Party” or collectively as the “Parties”) and shall be effective on _____, 20____ (the “Effective Date”).

WHEREAS, and MCHD have agreed to provide certain services as mutually agree between the Parties (the “Services”) within their respective Service Areas;

WHEREAS, the Township wishes to provide to the MCHD housing facilities at the Township’s fire stations located within the Township’s Service Area (the “Township Fire Stations”) as may be necessary to for the MCHD personnel to perform such Services within the Service Area; and

WHEREAS, the Township and MCHD have memorialized their agreements, obligations and understandings into this Agreement;

NOW, THEREFORE, in consideration of the above recitals, the mutual promises that follow and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties do hereby agree as follows:

1. **INCORPORATION OF RECITALS**. The above recitals, having been found by the Parties to be true and correct in all respects are incorporated into this Agreement by reference.

2. **TERM**

2.1 Term. The term of this Agreement (the “Term”) shall commence upon the Effective Date of this Agreement (as defined in the first paragraph, above) and shall terminate on the last day of the twelfth (12th) month following the effective date (the “Termination Date”). Notwithstanding the foregoing, the Term may be renewed for periods of twelve (12) months (the “Renewal Term”), upon the execution by both Parties of a written amendment to the Agreement so specifying, prior to the expiration of the then current Term or Renewal Term. Should either party decline to renew this Agreement, MCHD shall have thirty (30) days in which to vacate the premises.

3. **OBLIGATIONS AND RESPONSIBILITIES OF THE TOWNSHIP**

3.1 Parking. For each location to which this Agreement applies, the Township shall provide sufficient parking space for one (1) MCHD Mobile Intensive Care Unit (“MICU”), as well as

sufficient uncovered parking spaces for as many personal vehicles of MCHD employees as are reasonably necessary for MCHD to discharge its duties and functions therein.

3.2 Housing. The Township shall provide dormitory space, shared dayroom, kitchen, bath facilities, emergency medical supply storage space, and any such similar facilities as reasonably necessary to accommodate the MCHD personnel at the Township Fire Stations for the performance of the Services.

4. OBLIGATIONS AND RESPONSIBILITIES OF MCHD

4.1 Equipment. MCHD shall provide adequate equipment as necessary to accommodate its respective personnel while working and residing at the Township Fire Stations. Such equipment shall include, but is not limited to, beds, chairs, refrigerators, and televisions (the "Equipment"). Prior to the placement or installation of any such Equipment upon the Township Fire Stations, MCHD must obtain the approval of the Township to be granted by the Chief of The Woodlands Fire Department (the "Chief") or other designee of The Woodlands Fire Department (as designed by the Chief, or the Township). The Parties agree and understand that ownership of such Equipment shall remain in MCHD, notwithstanding the termination of this Agreement.

4.2 Housing Fee. The MCHD shall pay to the Township a monthly amount equal to _____ and ___/100 (\$_____) (the "Housing Fee"). Such Housing Fee is estimated to compensate The Township for the share of the building operating expenses attributable to the use by MCHD personnel. The Township shall provide a quarterly invoice to MCHD detailing the Housing Fee for the previous quarter no later than the thirtieth (30th) day of quarter. Payment of the Housing Fee to the Township shall be due by MCHD no later than thirty (30) days after receipt of such invoice.

4.2.1 Notwithstanding the foregoing, the Parties agree that the amount of the Housing Fee shall be reviewed annually and may be modified and adjusted for increases or decreases in operating expenses, by written agreement of the Parties prior to any renewal of this Agreement, if any.

4.3 Housekeeping Responsibilities. The MCHD personnel shall be responsible for certain housekeeping responsibilities within each of the Township's Fire Stations as determined by mutual agreement of the Chief and the MCHD.

5. SUPERVISION OF PERSONNEL

5.1 Consultation Requirements. The Parties agree that the Township shall consult with MCHD regarding all matters associated with the supervision of all MCHD personnel while such personnel are on duty at the Township Fire Stations.

5.2 Disciplinary Matters. The Parties agree that any recommendations related to disciplinary matters affecting their respective personnel working at the Township Fire Stations shall be forwarded (i) to The Woodlands Fire Department Fire Chief, in the case of matters related to Township Personnel; and (ii) to the EMS Director in the case of matters related to

MCHD personnel. Upon receipt of such recommendations, the receiving party shall initiate investigative and corrective measures to the extent that it deems necessary and appropriate and shall then provide the recommending party a written report of any and all such investigative and corrective measures so taken.

6. Dispute Resolution Process

6.1 Dispute Resolution Process. Before commencing formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the Parties individually and collectively agree to observe the following procedures (“Dispute Resolution Process”).

6.1.1 Notice. The aggrieved Party shall notify the other Parties of the dispute, by way of a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding Parties shall have a reasonable opportunity to respond.

6.1.2 First Resolution Meeting. After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem, the Parties shall schedule a meeting and designate representatives to attend such meeting to attempt to affect an agreed resolution of the issue.

6.1.3 Second Resolution Meeting. If the Party’s designated representatives reach an impasse concerning the dispute, the following representative(s) shall meet to discuss the dispute: the Chief Executive Officer, and/or President, General Manager, Executive Director or titular equivalent of each Party.

6.1.4 Successful Resolution. If the Parties reach an accord at any stage of the meeting, they shall reduce their agreement to writing. Such writing shall be presented for approval by all of the Parties to this Agreement. If approval of the writing is obtained, such writing shall constitute an amendment to this Agreement with respect to the subject matter of the notice of the dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matter other than the subject matter submitted to the Dispute Resolution Process.

6.1.5 Unsuccessful Resolution. If the Parties are unable to reach a resolution of the dispute within a reasonable time, any Party may pursue such legal and equitable remedies as are available to it under Texas law.

7. Indemnification

7.1 Indemnification by MCHD. To the fullest extent permitted by law, MCHD agree to indemnify and hold the Township, and its officers, directors, members, employees and assigns harmless from and against any and all, demands, causes of action, liability, cost and claims (including claims of Third Parties and claims of spouses, heirs, survivors or legal representatives,

successors and assigns of Contractor for personal injury, illness, death, property (whether real or personal, owned or leased) damage) arising from or resulting from the acts or omissions of MCHD personnel in performance of this Agreement or the Services to be performed by such personnel.

7.2 Indemnification by the Township. The Township agrees to indemnify and hold MCHD, and their respective officers, directors, members, employees and assigns, harmless from and against any and all liability, cost and expense arising out of any personal injury or death of persons; and/or loss or damage to property arising out of or related, directly or indirectly, to the performance of this Agreement by The Township, its employees, agents or representatives in the use, operation or maintenance of the Township Fire Stations.

8. Insurance

8.1 Insurance Requirements. MCHD agree to maintain in full force and effect throughout the Term (including, but not limited to any and all Renewal Terms) of this Agreement insurance coverage (or, alternatively, self-insurance protection) in amounts sufficient to cover MCHD's liability under worker's compensation laws, as well as general comprehensive liability insurance for personal injury or death, and property damage with a minimum limit in the amount of Two Million and No/100 Dollars (\$2,000,000.00) for each occurrence. Such insurance must be primary over any insurance coverage maintained by The Township, and must contain provisions stating that such policies shall not be materially changed or cancelled without thirty (30) days prior written notice having first been furnished to the Township. No later than the Effective Date, MCHD shall provide to the Township certificates evidencing such insurance coverage.

9. Miscellaneous

9.1 Interpretation of Agreement. Although drawn by one Party, this Agreement shall, in the event of any dispute over its meaning or application, be interpreted fairly and reasonably, and neither more strongly for or against any other Party.

9.2 Governing law. This Agreement shall be governed by the laws of Texas, without regard to the principles of conflict of laws.

9.3 Venue. Any litigation in any way relating to this Agreement shall be brought in State Court in Montgomery County, Texas.

9.4 Assignability and Non-Assignability. Except as is expressly provided herein, no Party shall assign, sublet or transfer its interest in this Agreement without the consent of the other Parties. A Party shall not unreasonably withhold consent of such assignment to the extent the purposes of the Agreement may still be met without detriment to the original Parties.

9.5 Severability. In the event that one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the agreement shall be construed as if such invalid, illegal or

unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this agreement, which shall remain in force and effect.

9.6 Notices. Any notice or request required by this Agreement must be in writing, and may be given or be served by depositing the same in the United States Postal Service, postal prepaid, and certified and addressed to the Party to be notified, with return receipt requested, or by delivering the same in person to such Party, or by telecopy, when appropriate, addressed to the Party to be notified. Notice deposited in the mail in the manner herein above described shall be effective from and after such deposit if it received by its intended recipient within 10 business days of the mailing. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For purposes of notice, the addresses of the Parties shall, until changed as herein provided, be as follows:

The Woodlands Township:

Attn: _____
2801 Technology Forest Blvd.
The Woodlands, Texas 77381

Montgomery County Hospital District:

9.7 Amendment. This Agreement may be amended at any time by a written amendment signed and dated by all the Parties.

9.8 Multiple Counterparts. The parties have executed this instrument in multiple original counterparts by fax or other electronic means, each of which shall have the full force and effect of an original, but constituting only one instrument

EXECUTED AND DELIVERED this ____ day of _____, 2012.

THE WOODLANDS TOWNSHIP

Printed Name: _____

Title: _____

Date: _____

**MONTGOMERY COUNTY HOSPITAL
DISTRICT**

Printed Name: _____

Title: _____

Date: _____

April 16, 2012

The Woodlands Township
2801 Technology Forest Blvd.
The Woodlands, Tx 77381

Respectfully submitted by Danie van Loggerenberg.

I appreciate your consideration for selection to the Development Standards Committee.

What are your qualifications for serving on the DSC?

I am a Certified Professional Building Designer with over 400 projects submitted, approved and constructed within The Woodlands. I am very well versed on the Covenants and the Standards. I also have a very good understanding of the requirements for all improvements as established by the governing documents. I have had to present items by request of the property owners as well as requests for variances as requested. I have worked in conjunction with all of the Committees as established by the Covenants on planning and review of improvements.

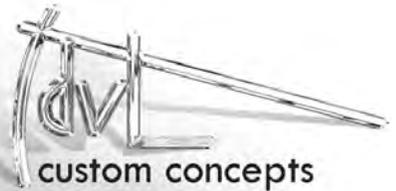
Please explain your view of The Woodlands Covenants?

The Covenants provide for the preservation of property values. The Covenants are the reason The Woodlands has been such a successful master planned community for all these years and will be for some time to come. The Covenants establish rules and regulations for all to abide by and also allow for consistency when it comes to improvements as well as for enforcement. The Covenants also allow for the establishment of Standards and Development Criteria which is just as important due to changes and trends in today's environment.

What is your understanding of the role of the DSC?

The DSC has to review plans for new construction in WCA areas for residential and commercial properties. Plans are submitted and reviewed to comply with Covenants, Standards, Criteria and building codes.

The DSC also hears requests for variances from property owners as well as opposing opinions regarding variance requests. The DSC must not be bias when considering variance requests and must take into careful consider all the information provided by all of the parties involved when making decisions.



custom concepts

custom homes
commercial
remodeling

18 pebble hollow ct.
the woodlands
texas 77381

•
telephone:
281-419-9081

•
facsimile:
281-419-9082

•
mobile:
281-796-8713

•
e-mail:
dvlcc@dvlcc.com

•
associate offices:

**Terra
Architectural
Partnership** 

thamesmead
london uk

danie van Loggerenberg
architects
associated architects
engineers interior designers

danie van loggerenberg
architects cc
port elizabeth
south africa

The DSC also reviews and considers changes to the Residential Standards as needed and also establishes operating policies and procedures from time to time and hold regular meetings with the RDRC's to allow for discussion and input regarding the Standards, trends, construction materials etc.

Why are you interested in serving on the DSC?

The Development Philosophy establishes as follows;

Encourage environmental excellence.

Preserve the design integrity and architectural quality of Woodlands dwellings.

Prevent the deterioration of neighborhoods that inevitably follows an unregulated, laissez-faire philosophy of construction, maintenance and property use.

Uphold property values.

These are the vitally important to me personally and establish the foundation for the success of this community and will do so in the future as long as we abide by this philosophy.

Are there particular issues or concerns that you have with The Woodlands Covenants that may impact your decisions as a member of the DSC?

The Covenants establish rules and regulations that are required for all to abide by. Equal and Fair enforcement of these rules and regulations will ensure the future success of this community and will provide for enjoyment of this community by all property owners.

I have no particular concerns or issues with the Covenants.

Sincerely yours,

Danie van Loggerenberg

Douglas Robert OwYang, PLS

15 South Lakemist Harbour Place

The Woodlands, Texas 77381

281-865-9135 (mobile)

douglasowyang@gmail.com

- What are your qualifications for serving on the DSC?

I am a License Land Surveyor and I have lived in The Woodlands since 2005 and retiring in 2008 from my full service engineering firm Wood Rodgers, Inc. as a Principal in Charge of survey operations. Prior to this I spent 16 years with MacKay & Somps, another full service engineering firm as the Survey Manager for three offices. (Resume submitted with original application) Prior to retiring I commuted from Sacramento, California to IAH.

With this experience, also came with relevant exposure to all types of master plan/ golf course development problems and their solutions. These ranged from land planning, environmental, engineering, traffic engineering, water resources, construction, and Subdivision law to contract law and risk management. This includes all governmental agencies' involvement, compliance and participation.

I am now with a design build firm in The Woodlands, NOVA Builders Inc.

Recently I was elected by my neighbors in Panther Creek Village as a representative for the Residential Design Review Committee. (RDRC) I believe can contribute more as a Development Standards Committee member with my more than 25 years of engineering/survey and real estate development experience.

I understand Covenants, Conditions & Restrictions, (CC&R's) and their intent and importance to maintain a good quality of life.

Douglas Robert OwYang, PLS

15 South Lakemist Harbour Place

The Woodlands, Texas 77381

281-865-9135 (mobile)

douglasowyang@gmail.com

- Please explain your view of The Woodlands Covenants?

From my initial visit to The Woodlands in 2004 I was so impressed with the land plan and vision of George Mitchell et al that I purchased the book 'The Woodlands' and studied its contents. This vision along with the covenants is why we enjoy our quality of life. Without the covenants, property values would deteriorate over time and other negative factors would surface. When I returned to California I learned my business partner, Sandy Vance, Land Planner, was one of the planning consultants working with the Mitchell Group in the late 70's which gave me more insight of this wonderful community. The Covenants document is vital to the perpetuation of the vision of its Founders.

- What is your understanding of the role of the DSC?

To implement and maintain the vision of the Founders through sound governance of the covenants.

- Why are you interested in serving on the DSC?

Because of my career path I did not have the luxury to do any volunteer work. I now have time to volunteer for my step-son's high school benefits. I am Treasurer of a 501(c)(3) non-profit organization benefiting our returning post 9-11 veterans.

But more to your question, I would like to give back to our community and with my experience; I believe I can be of some benefit and value.

- Are there particular issues or concerns that you have with The Woodlands Covenants that may impact your decisions as a member of the DSC?

Not at this time.

April 12, 2012

Development Standards Committee Candidates:

Thank you for your interest in serving on the Development Standards Committee (DSC).

The Woodlands Township Board of Directors will interview all candidates at the Township Board Workshop meeting on April, 19, 2012. The meeting is called to order at 7:30 a.m. Each candidate will be asked to make a presentation stating their qualifications and their interests for serving on the Development Standards Committee. The Board will then deliberate and may ask questions of the candidates.

At the Board of Directors regular meeting April 25th the Board may act on the appointment to the DSC. The term for this appointment will run for approximately 60 days.

The Board of Directors has requested each candidate to respond in writing to the questions below. Please provide your written responses to these questions no later than 5 p.m. on Monday, April 16th 2012.

- What are your qualifications for serving on the DSC?
- Please explain your view of The Woodlands Covenants?
- What is your understanding of the role of the DSC?
- Why are you interested in serving on the DSC?
- Are there particular issues or concerns that you have with The Woodlands Covenants that may impact your decisions as a member of the DSC?

Your responses can be emailed to me at HvanRensburg@thewoodlandstowship-tx.gov or delivered to the Township office. If you cannot respond to these questions by the required deadline or need any additional information, please contact me.

Sincerely,

Hennie van Rensburg
Director of Covenant Administration

What are your qualifications for serving on the DSC?

I have outstanding academic and professional qualifications that would make me an ideal candidate for serving on the DSC. I am a *cum laude* graduate of Texas A&M University, College of Architecture, where I received a *Bachelor of Environmental Design* degree. At Texas A&M, I participated in numerous service organizations, including the American Institute of Architecture Students (AIAS), and the Classroom Partners Program, where I tutored foreign students in English. I also hold a *Master of Architecture* degree from the University of Oklahoma, where I graduated *summa cum laude*. While at The University of Oklahoma, I received a *Pisces Award* from the United States Environmental Protection Agency (EPA) for “Performance and Innovation in Creating Environmental Success.” I also have completed extensive undergraduate and graduate research on *new towns* across the United States, including The Woodlands, Texas, Columbia, Maryland, and Reston, Virginia.

I have served as an architectural professional with Ziegler Cooper Architects in Houston, Texas, with responsibilities including schematic design, project management, code research, permitting in various municipalities within the State of Texas, and creation of presentation and marketing materials for single family, multi-family, and commercial ground-up and interior projects. I have worked on a number of projects in The Woodlands, including *Research Forest Lakeside* and several *BBVA Compass Bank* retail branches. Ziegler Cooper has also designed other high-quality projects across our community, including *Waterway Lofts I*, *Waterway Lofts II*, *Hubbell and Hudson – Research Forest*, and master planning for *The Woodlands Waterway*. Additional Ziegler Cooper projects which I have worked on are *The Austonian* in Austin, currently the tallest building in Austin and the tallest residential building in Texas; *Memorial Hills* luxury apartments, *ZT Business Center One* in Pearland, *801 Louisiana Street* in Downtown Houston, and *Sonoma at Rice Village* in Houston. I currently am employed with the Architectural Studio at Abel Design Group in Houston, Texas, which primarily does commercial architecture, and was recently awarded the built-out of the new corporate headquarters of *Waste Connections, Inc.* at *3 Waterway Square* in the Town Center.

Additionally, I am a *LEED Green Associate*, which I was awarded from the United States Green Building Council (USGBC). LEED (Leadership in Energy and Environmental Design) is a suite of rating systems for the design, construction and operation of high performance green buildings, homes and neighborhoods; LEED Professional Credentials demonstrate current knowledge of green building technologies and best practices. LEED certification is applicable to both new construction and renovation of current buildings and residences, as exemplified by the accelerating number of LEED projects in The Woodlands and Houston. I am an *Eagle Scout* and former Senior Patrol Leader in Troop 777, chartered at Trinity Episcopal Church, and am also a member of The Woodlands Community Presbyterian Church. I am professionally active in the Urban Land Institute (ULI) and the Texas Society of Architects, which is our State’s chapter of The American Institute of Architects. Finally, I have previously served the community as a Panel Member of the Governance Transition Forum.

Please explain your view of The Woodlands Covenants?

The Woodlands Covenants, along with the Residential Development Standards and the Commercial Planning and Design Standards, are a set of guidelines that provide for orderly, long-term, high quality development that property owners must abide by in The Woodlands.

I believe that strong covenants and deed restrictions are essential to ensure today, tomorrow, and for generations to come that architectural harmony is maintained and that property values appreciate. There is a saying in the architectural and planning community that, “covenants are property value insurance,” and I strongly agree. The current covenants in our community do just that, however, it is important that they be updated over time as the need arises. In reviewing our Covenants and Standards, it is relevant to consider that, looking across Houston, there are numerous examples of older, planned communities that have deteriorated over time, due to weak, lapsed, or non-enforced covenants and standards. The Riverside Terrace neighborhood, for example, off of South MacGregor, which initially competed with River Oaks as a premier neighborhood, entered advanced decay once the original covenants were allowed to lapse in the nineteen sixties, and the City of Houston was allowed to take over maintenance of common areas. Other more recent examples of this include the Champions area, Quail Valley in Missouri City, Fondren Southwest in Houston, older parts of Clear Lake City, and the Inwood Forest community. The long term decline of these communities occurs at the micro level, rather than the macro level, with such localized property “improvements” as architecturally incompatible home additions, poor updating of core home design elements such as doors, windows, paint, trim, and landscaping; lack of overall maintenance, etc. which contributes to the perceivable “run down” feeling of a neighborhood.

Personally, I am proud to say that, because of our Covenants and Standards, the neighborhood I grew up in, Sylvan Forest in Cochran’s Crossing, looks as good as when it first opened in the early 1980s. Only today, the homes are surrounded by mature landscaping and a new generation of Woodlands residents.

What is your understanding of the role of the DSC?

The Development Standards Committee holds a pivotal role in its community-wide responsibility to adopt and enforce standards governing property use and maintenance. The DSC's judgment is absolute in respect to legal enforcement of the Covenants and Standards within The Woodlands.

I believe that it is as important to *help* people adhere to the Covenants and Standards, as it is to solely serve the letter of the law in enforcing the Covenants and Standards. Education is a key component in making sure new residents and existing property owners are informed before they begin a project that is within the purview of the DSC, especially with the influx of out-of-state relocations and international residents that choose The Woodlands as a place to live and work. The DSC has a unique position from the standpoint that, unlike a typical city planning and zoning board or a building code review office, it can respond quickly and flexibly with full respect to the Covenants and Standards in a hometown approach to architectural, planning, and property maintenance issues.

Why are you interested in serving on the DSC?

I am interested in serving on the Development Standards Committee because I feel that I am a strong candidate who encompasses both an *architectural* and a *local* background, who has a thorough understanding of the Covenants and the Standards through both personal and professional experience. I grew up in The Woodlands, watching it grow from a fledging community to "America's Hometown," which inspired me to pursue studies in the built environment in college after I graduated from The Woodlands High School. I now call The Woodlands home, and appreciate the quality of life that has been created by good planning and extensive architectural and developmental controls.

I believe that the role of the DSC today is more important than ever, given the growing size of our Township, the substantial completion of the remaining Villages, and the aging of existing properties within the community, among other factors. I have completed extensive undergraduate and graduate research on *new towns* across the United States, such as Reston, Virginia, and Columbia, Maryland, and find that they have faced similar issues. If I were chosen to serve on the Committee, I feel that I could offer a knowledgeable, fair and balanced viewpoint that would contribute to the community as a whole.

Additionally, I am the only candidate interviewing for the position of DSC member that has an accredited architectural degree, as defined by the American Institute of Architects (AIA) National Architecture Accreditation Board (NAAB).

Are there particular issues or concerns that you have with The Woodlands Covenants that may impact your decisions as a member of the DSC?

As a DSC Member, the situation may arise where I would have to decline participation on certain items, if the item in question was a project that I was currently involved in, which would create a possible conflict of interest.