NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, MARCH 17, 2022 AT 01:00 PM
SECOND FLOOR CITY HALL
COUNCIL CHAMBERS
200 W. VULCAN STREET
BRENHAM, TEXAS

1. Call Meeting to Order

2. Invocation and Pledges to the US and Texas Flags - City Manager Carolyn Miller

3. Special Recognitions

- **Assistant Fire Chief Ronald Bentke - Retirement from Brenham Fire Department**

4. Citizens Comments

CONSENT AGENDA

5. Statutory Consent Agenda

The Statutory Consent Agenda includes non-controversial and routine items that Council may act on with one single vote. A councilmember may pull any item from the Consent Agenda in order that the Council discuss and act upon it individually as part of the Regular Agenda.

5-a. Approve the Minutes from the March 3, 2022 Regular City Council Meeting

5-b. Approve Ordinance No. O-22-005 on Its Second Reading to Grant a Non-Exclusive Franchise to Maroon Dumpsters, LLC to Operate a Roll-Off Container Service for Residents, Businesses. and Industries Inside the City of Brenham City Limits and Authorize the Mayor to Execute Any Necessary Documentation

5-c. Approve an Ordinance on Its First Reading Amending the FY 2021-22 Adopted Budget

5-d. **Accept a Grant from Texas A&M Forest Service, Rural Volunteer Fire Department Assistance Program, in the Amount of $10,000.00, for the Purchase of Training Aids for the City of Brenham Fire Department and Authorize the Mayor to Execute Any Necessary Documentation**

5-e. **Approve a Noise Variance from the Community Alcohol and Substance Awareness Partnership (CASAP) of Brazos and Washington County for a 5K and Color Run to be held on March 26, 2022 at the Blinn College Kruse Center from 7 A.M. to 2 P.M. and Authorize the Mayor to Execute Any Necessary Documentation**

5-f. **Approve a Noise Variance from the City of Brenham for a Bike Rodeo and Safety Day to be Held on March 26, 2022 at the Blue Bell Aquatic Center from 9:30 a.m. to 11:30 a.m. and Authorize the Mayor to Execute Any Necessary Documentation**

5-g. **Approve the Appointment of:**

- **Holly Johnson - Position 14 on the Police Citizens Advisory Board: Term to Expire on December 31, 2024;**
- **J. Weldon Clampitte - Position 9 on the Police Citizens Advisory Board: Term to Expire on December 31, 2024**
- **Suzanne Callaway - Position 4 on the Animal Services Board: Term to Expire on December 31, 2023**

and Authorize the Mayor to Execute Any Necessary Documentation

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

6. **Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading on Case No. P-22-004, A Request by Brenham Housing Authority For an Amendment to the City of Brenham's Official Zoning Map of the Code of Ordinances to Change the Zoning District From a Mixed Residential Use District (R-2) to a Local Business Residential Mixed Use District (B-1) on 1.202-Acres of Land Currently Addressed as 1003 Hasskarl Drive and Being Further Described as Lot 1 of Fairview Terrace Subdivision, Out of the Arrabella Harrington Survey, Abstract No. 55 in Brenham, Washington County, Texas**

WORK SESSION

REGULAR SESSION

7. **Discuss and Possibly Act Upon Resolution No. R-22-015 Adopting a Policy for the Reimbursement of Qualified Infrastructure Costs for Private Development of Public Infrastructure Within the Tax Increment Reinvestment Zone Number One of the City of Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation**

8. **Discuss and Possibly Act Upon the Approval of a Memorandum of Understanding Between the City of Brenham and Market Square, LP and Authorize the Mayor to Execute Any Necessary Documentation**

9. **Discuss and Possibly Act Upon Resolution No. R-22-016 Authorizing the Termination of the "Agreement Providing for Subdivision Regulation by the Municipality Within the Extraterritorial Jurisdiction (ETJ) of the Municipality" Between the City of Brenham and Washington County and Authorize the Mayor to Execute Any Necessary Documentation**

10. **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and the Washington County for the Provision of Subdivision Standards and Regulations within the Extraterritorial Jurisdiction (ETJ) of the City of Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation**

11. **Discuss and Possibly Act Upon the Purchase of Equipment for the City of Brenham Street Department as Shown on the Equipment Schedule Included in the Agenda Packet and Authorize the Mayor to Execute Any Necessary Documentation**

12. **Discuss and Possibly Act Upon Amendment No. 1 to the Professional Services Agreement with Strand Associates Inc. for Hurricane Harvey Mitigation Projects and Authorize the Mayor to Execute Any Necessary Documentation**

13. **Discuss and Possibly Act Upon Bid No. 22-002 Related to Janitorial Services and Authorize the Mayor to Execute Any Necessary Documentation**

14. **Administrative/Elected Officials Report**

Administrative/Elected Officials Reports: Reports from City Officials or City staff regarding items of community interest, including expression of thanks, congratulations or condolences; information regarding holiday schedules; honorary or salutary recognitions of public officials, public employees or other citizens; reminders about upcoming events organized or sponsored by the City; information regarding social, ceremonial, or community events organized or sponsored by a non-City entity that is scheduled to be attended by City officials or employees; and announcements involving imminent threats to the public health and safety of people in the City that have arisen after the posting of the agenda.

Adjourn

Executive Sessions: The City Council for the City of Brenham reserves the right to convene into executive session at any time during the course of this meeting to discuss any of the matters listed, as authorized by Texas Government Code, Chapter 551, including but not limited to §551.071 - Consultation with Attorney, §551.072 - Real Property, §551.073 - Prospective Gifts, §551.074 - Personnel Matters, §551.076 - Security Devices, §551.086 - Utility Competitive Matters, and §551.087 - Economic Development Negotiation

CERTIFICATION

I certify that a copy of the March 17, 2022 agenda of items to be considered by the City of Brenham City Council was posted to the City Hall bulletin board at 200 W. Vulcan St., Brenham, TX on the 14th day of March, 2022 at 12:55 P.M.

Jeana Bellinger, TRMC, CMC
City Secretary

Disability Access Statement: This meeting is wheelchair accessible. The accessible entrance is located at the Vulcan Street entrance to the City Administration Building. Accessible parking spaces are located adjoining the entrance. Auxiliary aids and services are available upon request (interpreters for the deaf must be requested twenty-four (24) hours before the meeting) by calling (979) 337-7567 for assistance.

I certify that the attached notice and agenda of items to be considered by the City Council was removed by me from the City Hall bulletin board on the _____ day of ___________________, 2019 at __________ AM PM.

_________________________________ ___________________________
Signature Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on March 3, 2022 beginning at 1:00 p.m. in the Brenham City Hall, City Council Chambers, at 200 W. Vulcan Street, Brenham, Texas.

Members Present:

Mayor Milton Y. Tate, Jr.
Mayor Pro Tem Clint Kolby
Councilmember Shannan Canales
Councilmember Leah Cook
Councilmember Atwood Kenjura
Councilmember Adonna Saunders
Councilmember Albert Wright

Members Absent:

None

City of Brenham Staff present:

City Manager Carolyn Miller; City Attorney Cary Bovey; Director of Public Works Dane Rau; Director of Finance Stacy Hardy; Human Resources Director Susan Nienstedt; Strategic Budget Officer Debbie Gaffey; Legal and Legislative Services Manager Karen Stack; Deputy City Secretary Alyssa Faykus; City Planner Shauna Laauwe; Public Utilities Director Alton Sommerfield; Tim McRoberts; Executive Administrative Assistant Monique Breaux; Cynthia Longhofer; Robin Hutchins; Kevin Boggus; Stephen Nitsche; Brian Smith; Jean Luera; Kristi Jackson; Darrin Roche; Steven Eilert; Richelle Malinowski; Nancy Stafford; Kelsey Toy; Tara Wellman; Lloyd Powell; Kelvin Raven; Todd Ashorn.

Citizens/Others Present:

Ben D. Seeker; Michele Kwaitowski; Heather Delso; Stacy Chambers; Arnell Henderson. Parks and Recreation Advisory Board Members Dr. Tina Henderson; Delbert Boeker; Paula Buls.

Media Present:

Jason May, Brenham Banner-Press; and Josh Blaschke, KWHI

1. **Call Meeting to Order**

2. **Invocation and Pledges to the US and Texas Flags – Councilmember Atwood Kenjura**

3. **Service Recognitions**

- **Darrin Roche, Parks Department – 5 Years**
- **Kristi Jackson, Finance Department – 10 Years**
- **Stephen Nitsche, Street Department – 10 Years**

4. **Special Recognitions**

- **Henderson Park – Texas Recreation and Park Society Lone Star Legacy Park Designation**
- **Blue Bell Aquatic Center – Texas Public Pool Council's Agency of the Year and Program of the Year**
- **Brenham Police Department Promotion – Richelle Malinowski, Corporal**

5. **Citizen Comments**

VFW Member Ben D. Seeker addressed Councilmembers about a letter his late father received in 1943 from the City of Brenham. Seeker's father was a policeman for the city after serving in World War I. When World War II began, his father decided to go back to the military to assist in war efforts. Seeker read the letter the city sent his father, rejecting his resignation from the Brenham Police Department, but offering him extended leave while he served his country and asked the late Seeker to come back to the police department once he was done serving in the war.

Seeker thanked Councilmembers for all they do for veterans and asked they consider doing the same if another war were to happen.

CONSENT AGENDA

6. **Statutory Consent Agenda**

6-a. Approve the Minutes from the February 17, 2022 Regular City Council Meeting

6-b. Approve Ordinance No. O-22-004 on Its Second Reading Repealing an Order Providing for the Approval of By-Laws for the Airport Advisory Board of the City of Brenham

6-c. Approve a Ground Space Lease Agreement Between the City of Brenham and RIGA Aviation, LLC for Hangar Space at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

6-d. Approve a Request from the Washington County Appraisal District to Retain the Accumulated Funds of $87,960.00 from FY2020-21 Budget Savings, the City of

Brenham's Portion Being $9,459.22 and Authorize the Mayor to Execute Any Necessary Documentation

6-e. Approve an Electrical Distribution Construction Agreement Between the City of Brenham and Techline Construction, LLC Through the Lower Colorado River Authority (LCRA), in an Amount Not to Exceed $94,800.00 Related to the West Alamo Street Pole Changeouts and Authorize the Mayor to Execute Any Necessary Documentation

6-f. Approve an Electrical Distribution Construction Agreement Between the City of Brenham and Techline Construction, LLC Through the Lower Colorado River Authority (LCRA), in an Amount Not to Exceed $79,500.00 Related to the Ross Street Pole Changeouts and Authorize the Mayor to Execute Any Necessary Documentation

6-g. Approve a Cost Recovery Fee from Terex Utilities, Inc. Through Sourcewell Contract No. 012418-TER in the Amount of $12,167.00 for the Ford F550 Electric Bucket Truck and Authorize the Mayor to Execute Any Necessary Documentation

6-h. Approve a Contract Between the City of Brenham and the Lower Colorado River Valley Authority (LCRA) in the Amount of $137,113.20 for Tree Trimming Services and Authorize the Mayor to Execute Any Necessary Documentation

6-i. Approve a Noise Variance from Dina Ramirez for a Birthday Party to be Held on March 27, 2022 at the All Sports Building from 5 p.m. to 8 p.m. and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Wright and seconded by Mayor Pro Tem Kolby to approve the Statutory Consent Agenda Items 6-a. thru 6-i. as presented.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

WORK SESSION

7. Discussion and Presentation on the City of Brenham Police Department's:

a) 2021 Annual Report and Crime Analysis
b) 2021 Racial Profiling Report
c) 2021 Use of Force Report
d) 2021 Pursuit Report

Police Chief Ron Parker presented this item. Parker discussed the purpose of these reports is to ensure the Brenham Police Department does not racially profile or use tactics the FBI has identified as needing to change, such as certain uses of force like chokeholds. Parker also said the goal of these reports is to be transparent with citizens and this information is available online on the department's web page.

Parker shared some highlights of his report, which included holding the inaugural Leadership Retreat for the Brenham Police Department; promoting the first female officer to the rank of sergeant; and he noted the department is preparing to celebrate its 155^{th} anniversary in the coming year. Other highlights include:

- Overall crime rate is down by 9% when from 2020 to 2021
- Answered 36,243 calls for service
- Made more than 600 arrests
- Conducted approximately 7,000 traffic stops
- Handled 26,160 calls for service, which included self-initiated activity and non-emergency calls
- Achieved a 48% case clearance rate in 2021
- Had 28 cases of use of force

Looking forward, Parker said the department is looking to implement more community outreach programs, such as a Junior Citizens Police Academy for the youth of Brenham. The department also wants to increase signage in high traffic areas warning against crime.

Parker discussed the following highlights from the racial profiling report:

- The department had no racial profiling complaints
- 27% of vehicles stopped and cited were occupied by African Americans
- 40% of vehicles stopped and cited were occupied by Caucasians
- 28% of vehicles stopped and cited were occupied by Hispanics

REGULAR SESSION

8. Discuss and Possibly Act Upon the Acceptance of the Audit from Seidel Schroeder for Fiscal Year 2021

Seidel Schroeder Audit Partner Michelle Kwaitowski presented this item. Kwaitowski advised Council that state law requires all general-purpose local governments to publish, within six months of the close of the fiscal year, a complete set of financial statements presented in conformity with Generally Accepted Accounting Principles (GAAP) and audited in accordance with generally accepted auditing standards by a firm of licensed, certified accountants.

Kwaitowski said the City of Brenham's comprehensive financial statements are in conformity with GAAP. The audit concluded that the City's financial statements for the Fiscal Year ending September 30, 2021 are fairly presented in conformity with GAAP.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Canales to accept the audit from Seidel Schroeder for Fiscal Year 2021.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

9. Discuss and Possibly Act Upon a Professional Services Agreement Between the City of Brenham and Strand Associates Inc. for Improvements to S. Chappell Hill Street and Martin Luther King Jr. Parkway and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau said during the 2021-22 budget meeting, it was decided that funds would be allocated to address Street Improvement Projects conducted by outside contractors. After consulting the Street Inventory Report from 2020, it was decided to focus on streets that fell into a lower Pavement Condition Index (PCI) rating.

This item will utilize the $1.7 million from the 2022 Certificates of Obligation dedicated to "Contractor Street Work." The two projects that have been identified are improvements on S. Chappell Hill Street and Martin Luther King Jr. Parkway. Strand Associates Inc. will provide the engineering services with a Professional Services Agreement valued at $170,000. The scope of work is estimated to cost $1,695,000, which will later be bid out.

A motion was made by Councilmember Kenjura and seconded by Councilmember Saunders to approve a professional services agreement between the City of Brenham and Stand Associates Inc. for improvements to S. Chappell Hill Street and Martin Luther King Jr. Parkway and authorize the Mayor to execute any necessary documentation.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

10. Discuss and Possibly Act Upon Resolution No. R-22-013 Approving the Texas Subdivision and Special District Election and Release Forms Related to the Endo/Par and Teva Global Opioid Litigation Settlements

City Attorney Cary Bovey presented this item. Bovey said this item is in conjunction with a Resolution authorizing the City's participation into an agreement entitles "Texas Opioid Abatement Fund Council and Settlement Allocation Term Sheet" which was approved in November of 2021.

This item adds Endo/Par and Teva Pharmaceuticals USA, Inc. to the settlement, along with opioid manufacturer Johnson & Johnson, AmericsourceBergen, Cardinal Health and McKesson. This resolution and its attachments will secure the City's participation in this additional suit.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to approve Resolution No. R-22-013 approving the Texas Subdivision and Special District Election and release forms related to the Endo/Par and Teva Global Opioid Litigation Settlements.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

11. **Discuss and Possibly Act Upon Resolution No. R-22-014 Adopting New Policies and Procedures of Naming City Facilities**

Manager of Legal and Legislative Services Karen Stack presented this item. Stack explained that the City has never had a policy for the naming of City-owned facilities; however, the with many naming opportunities potentially arising as the Brenham Family Park is developed, staff felt it was a good opportunity to implement a naming policy.

Stack explained that as the policy is currently written, proposed names would need to satisfy one of the six following criteria:

1) Be descriptive of the Facility or its location.
2) Commemorate historical events, groups, or individuals.
3) Honor an individual's community service or contribution to the Facility's interest or purpose.
4) Have historical, social, or cultural significance.
5) Have already been commonly used in an unofficial capacity by citizens.
6) Recognizes a significant donation for the acquisition or construction of the Facility to be named.

Councilmember Kenjura asked what would happen if someone were to donate a significant amount of money that did not meet the desired 75% cost of a new construction. Stack said with a Naming Rights Agreement, Council could negotiate what would be acceptable for a particular facility.

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve Resolution R-22-014 adopting new policies and procedures of naming city facilities.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

12. Discuss and Possibly Act Upon an Ordinance on Its First Reading to Grant a Non-Exclusive Franchise to Maroon Dumpsters, LLC to Operate a Roll-Off Container Service for Residents, Businesses, and Industries Inside the City of Brenham City Limits and Authorize the Mayor to Execute Any Necessary Documentation

Manager of Legal and Legislative Services Karen Stack presented this item. Stack said any business wanting to operate a roll-off dumpster service in the City of Brenham must obtain a non-exclusive franchise agreement with the City. Maroon Dumpsters, LLC agreed to certain conditions, including maintenance of appropriate insurance and payment of a 5% franchise fee.

A motion was made by Councilmember Kenjura and seconded by Councilmember Wright to approve an ordinance on its first reading to grant a non-exclusive franchise to Maroon Dumpsters, LLC to operate a roll-off container service for residents, businesses and industries inside the City of Brenham City Limits and authorize the Mayor to execute any necessary documentation.

Mayor Tate called for a vote. The motion passed with Council voting as follows:

Mayor Milton Y. Tate, Jr.	Yes
Mayor Pro Tem Clint Kolby	Yes
Councilmember Shannan Canales	Yes
Councilmember Leah Cook	Yes
Councilmember Atwood Kenjura	Yes
Councilmember Adonna Saunders	Yes
Councilmember Albert Wright	Yes

11. Administrative/Elected Officials Report

City Manager Carolyn Miller read a press release from the City of Brenham explaining why citizens may have seen an increase in their monthly bill. Due to a 38% increase in the price of natural gas and the winter months having a higher usage for heaters, residents may have seen an increase in their utility bill.

The meeting was adjourned.

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Milton Y. Tate, Jr.
Mayor

____

Alyssa Faykus
Deputy City Secretary

ORDINANCE NO. O-22-005

AN ORDINANCE GRANTING MAROON DUMPSTERS, LLC, ITS SUCCESSORS AND ASSIGNS, A FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC WAYS WITHIN THE CORPORATE LIMITS OF THE CITY OF BRENHAM FOR THE PURPOSE OF ENGAGING IN THE BUSINESS OF COLLECTING SOLID WASTE FROM COMMERCIAL, RESIDENTIAL AND INDUSTRIAL SITES USING ROLL-OFF CONTAINERS AND/OR COMMERCIAL COMPACTORS; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR PERIOD OF GRANT; FOR ASSIGNMENT; FOR METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES AND FOR PARTIAL INVALIDITY.

WHEREAS, the City of Brenham, by ordinance, provides exclusively all solid waste collection and disposal services for solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham may, by ordinance and charter, grant franchises to other entities for the use of public streets, alleys and thoroughfares within the corporate limits of CITY and for the collection and disposal of solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham desires to exercise the authority provided to it by ordinance and charter to grant a franchise for the collection and disposal of certain solid waste generated from within the corporate limits of the City of Brenham; and

WHEREAS, the City of Brenham hereinafter referred to as "CITY" desires to grant this franchise to Maroon Dumpsters, LLC, under the terms of this Agreement as set out below.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, THAT:

SECTION 1.
DEFINITIONS

Agreement. This contract between the City of Brenham and for the provision of certain roll-off container and/or commercial compactor service within the corporate limits of the City of Brenham under certain terms and conditions set out herein.

City of Brenham. Also referred to as "CITY" in this Agreement.

City Council. Also referred to as "COUNCIL" denoting the governing body of the City of Brenham.

Customers. Those industrial, residential, and/or commercial premises located within the CITY that generates solid waste requiring collection using roll-off containers and/or commercial compactors.

Solid Waste. All putrescible and nonputrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded home and industrial appliances, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes.

Roll-Off Containers. A type of solid waste industry container that is loaded by a winch truck. Also referred to as “container”.

Commercial Compactor. A type of solid waste industry container that is loaded by a winch truck and compacts solid waste. Also referred to as “compactor”.

Maroon Dumpsters, LLC. Herein-after referred to as "Maroon". The party contracting with the CITY for roll-off container and/or commercial compactor service, which contains demolition/construction debris or solid waste.

SECTION 2.
GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED

For and in consideration of the compliance by Maroon with the covenants and conditions herein set forth, and the Charter, Ordinances and Regulations of the City governing the collection and disposal of solid waste, CITY hereby grants to Maroon a non-exclusive franchise for use of designated public streets, alleys and thoroughfares within the corporate limits of City for the sole purpose of engaging in the business of collecting solid waste using roll-off containers and/or commercial compactors from commercial, residential and industrial sites within the jurisdictional limits of CITY, as approved by the City Manager or his designee.

SECTION 3.
AUTHORITY FOR TO PROVIDE SERVICE

CITY hereby grants to Maroon the privilege to collect from commercial, residential, and industrial customers within the City limits solid waste using roll-off containers and/or commercial compactors only.

SECTION 4.
DISPOSAL SITE TO BE USED

Unless approved otherwise in writing by the CITY, Maroon shall utilize any Type I permitted landfill that Maroon deems appropriate and is authorized for disposal of all solid waste, which is collected by Maroon from within the corporate limits of the CITY.

SECTION 5.
RATES TO BE CHARGED

A written Schedule of Rates that Maroon shall charge for the aforementioned services shall be provided to each customer, and such Schedule of Rates may be revised periodically as agreed by Maroon and its customers. Maroon shall immediately provide the CITY with copies of any and all revised Schedule of Rates documents.

SECTION 6.
PAYMENTS TO CITY

For and in consideration of the use of designated streets, alleys, and thoroughfares as well as in consideration of the covenants and agreements contained herein, Maroon agrees and shall pay to CITY upon acceptance of this Agreement and thereafter during the term hereof, a sum equivalent to five percent (5%) of Maroon's monthly gross revenues generated from Maroon's provision of solid waste roll-off container collection services within the CITY excluding actual landfill tipping charges.

Any revenue received by Maroon in excess of the actual landfill tipping charges will be subject to the franchise fee and shall be computed into Maroon's monthly gross revenue. Said payment shall be paid monthly to the City of Brenham Attn: City Secretary and must be received by the CITY no later than the twenty-fifth (25^{th}) day of the month following the end of the previous month. If the payment due date falls on a Saturday, Sunday or other holiday designated by the CITY, the payment must be received by the CITY on the next regular business day.

Payments received by the CITY after the due date shall be assessed a ten percent (10%) penalty on the outstanding franchise fee amount owed under this Section.

Failure by Maroon to pay amounts due under this Agreement, after written notice by CITY, shall constitute Failure to Perform under this Agreement and CITY may invoke the provisions of Section 15 of this Agreement (FAILURE TO PERFORM), and/or any other remedy available to the CITY in law or equity.

SECTION 7.
ACCESS TO RECORDS & REPORTING

CITY shall have access to Maroon's records, billing records of those customers served by Maroon and all papers relating to this Agreement and the operation of solid waste roll-off container collection and disposal services within the CITY. Access by CITY to Maroon's records shall be provided to CITY within ten (10) business days, after written notice to Maroon during normal business hours.

The following records and reports shall be filed quarterly with the City Secretary or his/her designee:

A. Reports of all complaints, investigations, and actions taken by Maroon with regard to services provided pursuant to this Agreement.

B. A listing of all Maroon's accounts served and monthly revenue derived from roll-off containers placed in the CITY under the terms of this Agreement. The reports should include: a unique customer identification or account number, frequency of pick-up, size of container and monthly charges.

The CITY is subject to the Texas Public Information Act ("Act"). Generally, the Act requires the release of requested information by the CITY, but there are exceptions. If the requested information meets the criteria outlined in the exceptions, the CITY may decline to release the information for the purpose of requesting a decision from the Texas Attorney General's Office. The Act excepts from public disclosure trade secrets and certain commercial or financial information. The Act states the CITY may withhold:

A. A trade secret obtained from a person and privileged or confidential by statute or judicial decision; or

B. Commercial or financial information for which it is determined based on specific factual evidence that disclosure would cause substantial competitive harm to the person from whom the information was obtained.

Pursuant to Section 552.305 of the Act, the CITY is obligated to make a good faith attempt to contact third parties who have a trade secret interest or a commercial financial interest in the information that's been requested so that the third party has an opportunity to submit reasons to the Texas Attorney General's Office why the information should be withheld or released.

The CITY will comply with Section 552.305 of the Act with regard to any requests for records concerning Maroon that invoke Section 552.305.

SECTION 8.
PLACEMENT OF CONTAINERS

All roll-off containers and/or compactors placed for service within CITY shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Maroon place containers on public streets, alleys and/or thorough fares without the prior written approval of the CITY. CITY reserves the right to specify to Maroon the exact location and time period allowed for placement of any roll-off container(s) it places for service in CITY.

Maroon agrees and acknowledges that it shall be liable for any and all damages it causes to any public street, alley and/or thorough fare, and associated improvements and Maroon will pay CITY's entire construction costs and other expenses associated with repairing and/or replacing the damaged public street, alley and/or through fare, and associated improvements.

SECTION 9.
CONTAINER MAINTENANCE

Maroon agrees to properly maintain as necessary, including but not limited to cleaning and painting, all roll-off containers placed for service within CITY.

SECTION 10.
COMPLAINTS REGARDING SERVICE/SPILLAGE

Maroon shall receive and directly respond to any complaints pertaining to service from their roll-off containers and/or compactor customers located within CITY. However, any such complaints received by CITY shall be forwarded to Maroon within twenty four (24) hours of their receipt by CITY. Maroon shall respond to all complaints within twenty four (24) hours of receiving notice of such complaint from CITY and shall report to CITY as to the action taken. Failure by Maroon to respond and report to CITY on action taken within this twenty four (24) hour period may subject Maroon to a $25.00 per incident charge from CITY payable with the next payment due to CITY under Section 6 of this Agreement.

Maroon agrees that during transport all vehicles used by Maroon in the removal of solid waste shall be properly covered to prevent spillage, blowing, or scattering of refuse onto public streets or properties adjacent thereto. All equipment necessary for the performance of this Agreement shall be in good condition and repair. A standby vehicle shall always be available. Maroon's vehicles shall at all times be clearly marked with Maroon's name in letters not less than three (3) inches in height.

SECTION 11.
OBEISANCE OF LAWS

Maroon agrees that it shall comply with all laws, policies, rules and regulations of the United States, State of Texas, and CITY. All collections made hereunder shall be made by Maroon without unnecessary noise, disturbance, or commotion.

SECTION 12.
UNDERSTANDINGS PERTAINING TO NON-EXCLUSIVITY

It is understood by and between the parties that this Agreement executed by and between the parties on the 17th day of March, 2022 constitutes the only agreement between the parties. It is further understood and agreed that there are no other agreements between these parties with regard to the disposal of commercial, industrial or residential solid waste in the CITY using roll-off containers/compactors and that this Agreement does not authorize Maroon to utilize the streets, alleys or public ways to dispose of commercial, industrial, or residential solid waste other than demolition and construction debris. Both parties agree and understand that nothing in this Agreement conveys to Maroon an exclusive franchise for the services described in this Agreement and that this Agreement is non-exclusive.

SECTION 13.
OWNERSHIP OF MATERIALS COLLECTED

Nothing herein shall create or be construed to convey any title to CITY of any solid waste collected pursuant to the provisions of this agreement.

SECTION 14.
INTERRUPTION OF SERVICE OR DEFAULT

A. Termination of Service. In the event that Maroon terminates service to any customer with the CITY limits for cause, Maroon must notify the CITY through certified mail within forty-eight (48) hours of termination and state the cause of such termination.

B. Excessive Interruption in Service. If the interruption in service continues for a period of seventy-two (72) hours or more, then it may constitute Failure to Perform under this Agreement and CITY may invoke the provisions of Section 15 of this Agreement (FAILURE TO PERFORM).

SECTION 15.
FAILURE TO PERFORM

It is expressly understood and agreed by the parties that if at any time Maroon shall fail to perform any of the terms, covenants, or conditions herein set forth, CITY may after a hearing as described herein, revoke and cancel the Agreement by and between the parties and said Agreement shall be null and void. Upon the determination by the staff of CITY that a hearing should be held before the City Council, CITY shall mail notice of the hearing to Maroon, at the address designated herein or at such address as may be designated from time to time, by registered or certified mail. The notice shall specify the time and place of the hearing and shall include the allegations being asserted for the revocation of this Agreement. The hearing shall be conducted in public before the City Council and Maroon shall be allowed to present evidence and given an opportunity to answer all reasons for the termination set forth in the notice. In the event that the Council determines that the allegations set forth are true as set forth in the notice it may by majority vote cancel this Agreement between the parties at no penalty to the CITY.

SECTION 16.
INDEMNIFICATION

In the event CITY is damaged due to the act, omission, mistake, fault or default of Maroon, then Maroon shall indemnify and hold CITY harmless for such damage.

Maroon is to indemnify and hold CITY harmless for any disposal of any prohibited material whether intentional or inadvertent.

Maroon shall indemnify and hold CITY harmless from any and all injuries to or claims of adjacent property owners caused by Maroon, its agents, employees, and representatives.

Maroon agrees to and shall indemnify and hold harmless CITY, its officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising out of or in connection with the work done by Maroon under this Agreement, regardless of whether such injuries, death or damages are caused in whole or in part by the negligence, including but not limited to the contractual comparative negligence, concurrent negligence or gross negligence, of CITY.

SECTION 17.
INSURANCE

Maroon shall procure and maintain at its sole cost and expense for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Maroon, its agents, representatives, volunteers, employees or subcontractors.

Maroon’s insurance coverage shall be primary insurance with respect to the CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by the CITY, its officials, employees or volunteers shall be considered in excess of the Maroon insurance and shall not contribute to it.

Maroon shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage’s for subcontractors shall be subject to all of the requirements stated herein.

Certificates of Insurance and endorsements shall be furnished to CITY and approved by CITY before work commences.

A. STANDARD INSURANCE POLICIES REQUIRED

1. Commercial General Liability Policy
2. Automobile Liability Policy
3. Worker's Compensation Policy

B. GENERAL REQUIREMENTS APPLICABLE TO ALL POLICIES

1. General Liability and Automobile Liability insurance shall be written by a carrier with a better rating in accordance with the current Best Key Rating Guide.
2. Only Insurance Carriers licensed and admitted to do business in the State of Texas will be accepted.
3. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
4. Claims Made Policies will not be accepted.
5. The CITY, its officials, employees and volunteers are to be added as "Additional Insured" to the General Liability and the Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officials, employees or volunteers.
6. A Waiver of Subrogation in favor of the CITY with respect to the General Liability, Automobile Liability, and Workers' Compensation insurance must be included.
7. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the CITY.
8. Upon request, certified copies of all insurance policies shall be furnished to the CITY.

C. COMMERCIAL GENERAL LIABILITY

1. Minimum Combined Single Limit of $1,000,000 per occurrence for Bodily Injury and Property Damage.
2. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

D. AUTOMOBILE LIABILITY

1. Minimum Combined Single Limit of $1,000,000 per occurrence for Bodily Injury and Property Damage.

E. WORKERS' COMPENSATION

1. Employer's Liability limits of $500,000/$500,000/ $500,000 are required.

F. CERTIFICATES OF INSURANCE

1. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

    a. The company is licensed and admitted to do business in the State of Texas.

    b. The insurance set forth by the insurance company are underwritten on forms which have been approved by the Texas Department of Insurance or ISO.

    c. Sets forth all endorsements as required above and insurance coverage's as previously set forth herein.

    d. Shall specifically set forth the notice of cancellation, termination, or change in coverage provisions to the CITY.

    e. Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

SECTION 18.
ASSIGNMENT

This Agreement and the rights and obligations contained herein may not be assigned by Maroon without the specific prior written approval of the City Council. Any assignment by Maroon without prior written approval of the City Council shall be null and void.

SECTION 19.
SAFETY

Maroon shall perform the collection in accordance with applicable laws, codes, ordinances and regulations of the United States, State of Texas, Washington County, and CITY and in compliance with OSHA and other laws as they apply to its employees. It is the intent of the parties that the safety precautions are a part of the collection techniques for which Maroon is solely responsible. In the carrying on of the work herein provided for, Maroon shall use all proper skill and care, and Maroon shall exercise all due and proper precautions to prevent injury to any property, person or persons. Maroon assumes responsibility and liability and hereby agrees to indemnify the CITY from any liability caused by Maroon's failure to comply with applicable federal, state or local laws and regulations, touching upon the maintenance of a safe and protected working environment, and the safe use and operation of machinery and equipment in that working environment.

SECTION 20.
AD VALOREM TAXES

Maroon agrees to render all personal property utilized in its solid waste operation services to Washington County Appraisal District so that said personal property will be the subject of ad valorem taxation for the benefit of CITY.

SECTION 21.
NOTICES

All notices required under the terms of this Agreement to be given by either party to the other shall be in writing, and unless otherwise specified in writing by the respective parties, shall be sent to the parties at the addresses following:

City of Brenham P.O. Box 1059 Brenham, Texas 77834 ATTN: City Secretary	Maroon Dumpsters, LLC PO Box 11648 College Station, TX 77842-1648 ATTN: Craig Conner

All notices shall be deemed to have been properly served only if sent by certified mail, to the person(s) at the address designated as above provided, or to any other person at the address which either party may hereinafter designate by written notice to the other party.

SECTION 22.
AMENDMENTS

It is hereby understood and agreed by the parties to this Agreement that no alternation or variation to the terms of this Agreement shall be made unless made in writing, approved by both parties, and attached to this Agreement to become a part hereof.

SECTION 23.
SEVERABILITY

If any section, sentence, clause or paragraph of this Agreement is for any reason held to be invalid or illegal, such invalidity shall not affect the remaining portions of the Agreement.

SECTION 24.
TERM OF AGREEMENT

The term of this Agreement shall be effective beginning on the 17th day of March 2022, being the date of acceptance by Maroon and shall terminate on September 30, 20__.

Thereafter, this Agreement shall automatically renew annually for a subsequent one (1) year terms beginning on October 1 and terminating on the following September 30 unless either party gives written notice of non-renewal by certified mail no later than sixty (60) days prior to the then current termination date. Further, either party may terminate this Agreement without cause at any time by providing the other party with sixty (60) days written notice of termination by certified mail. This section is not intended, nor shall this section be construed, to limit or prohibit a party's ability to terminate this Agreement as otherwise provided in this Agreement.

SECTION 25.
ACCEPTANCE OF AGREEMENT

That Maroon shall have sixty (60) days from and after the final passage and approval of this Ordinance to file its written acceptance thereof with the City Secretary, and upon such acceptance being filed, this Ordinance shall take effect and be in force from and after the date of its acceptance, and shall effectuate and make binding the agreement provided by the terms hereof.

SECTION 26.
AUTHORIZATION TO EXECUTE

The parties signing this Agreement shall provide adequate proof of their authority to execute this Agreement. This Agreement shall inure to the benefit and is binding upon the parties hereto and their respective successors or assigns, but shall not be assignable by either party without the written consent of the other party.

SECTION 27.
PUBLIC MEETING

It is hereby found and determined that the meeting(s) at which this Ordinance was considered were open to the public, as required by Chapter 551, Texas Government Code, and that advance public notice of time, place, and purpose of said meetings was given in accordance with law.

PASSED and APPROVED on its first reading this 3rd day of March 2022.

PASSED and APPROVED on its second reading this 17th day of March 2022.

____
Milton Y. Tate, Jr.
Mayor

ATTEST:

____
Jeana Bellinger, TRMC, CMC
City Secretary

Regular City Council
AGENDA ITEM 5-C.

Agenda Item: **Approve an Ordinance on Its First Reading Amending the FY 2021-22 Adopted Budget**

Meeting Type: Regular Meeting-March 17, 2022

Department: Budget

Staff Contact: Tim McRoberts

SUMMARY STATEMENT:

At the February 21-22, 2022 Council Retreat the following items were discussed:

- Addition of three (3) Firefighters including gear and equipment to outfit ($124,712)
- Addition of an Airport Manager to oversee operations at Brenham Municipal Airport ($54,432)
- Audio and Video upgrades to the City Council Chambers ($140,000)

Staff was instructed to move forward with these items and thus needs to amend the FY 2021-22 Budget. The mid-year personnel additions will be offset by increases in sales tax revenue, while approximately three (3) days of General Fund reserves will be used for the audio and video upgrades.

Other Budget Amendments being presented include the following:

- Repairs/testing of existing gas main per Railroad Commission ($43,000) - Funding source Gas Cost Adjustment
- Cost of hiring a consultant to negotiate new gas supply and transport contracts ($77,000) - Funding source Gas Pass-Thru Cost Adjustment
- Legal fees related gas transport litigation ($261,269) - Funding source Gas Pass-Thru Cost Adjustment
- Purchase of new vehicle for Fire Chief ($48,832) - Funding source VERF Reserves
- Reimburse Brenham Main Street Historical Preservation Inc. for quarterly Interest ($35,000) - Funding source General Fund Reserves

ATTACHMENTS:

(1) Ordinance for First Reading
(2) Budget Amendment Exhibit A

RECOMMENDED ACTION:

Approve an Ordinance on its first reading amending the FY2021-22 Budget.

ORDINANCE NO. __________

AN ORDINANCE OF THE CITY OF BRENHAM, TEXAS AMENDING THE FY2021-22 ADOPTED BUDGET; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Brenham, Texas has previously approved a budget for the fiscal year ending September 30, 2022, after having filed the same with the City Secretary and after holding public hearings on same, all after due notice as required by statute; and

WHEREAS, due to unforeseen circumstances and/or conditions, the City Council finds it is necessary to amend the FY2021-22 Budget for municipal purposes;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Brenham, Texas:

SECTION 1.

That the City Council of the City of Brenham, Texas, does hereby amend the budget for the City of Brenham, Texas for the fiscal year ending September 30, 2022, as shown on Exhibit A.

SECTION II.

This Ordinance shall take effect as provided by State Law and the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the____ day of ___________ 2022.

PASSED and APPROVED on its second reading this the ___ day of ________ 2022.

____
Milton Y. Tate, Jr.
Mayor

ATTEST:

____
Jeana Bellinger, TRMC, CMC
City Secretary

CITY OF BRENHAM
FY2021-22 ADOPTED BUDGET
BUDGET AMENDMENT #1
EXHIBIT A

FUND	AMENDMENT PAGE #	REVENUES (INC)/DEC	GRANT REVENUES (INC)/DEC	ILA REVENUE (INC)/DEC	TRANSFERS-IN (INC)/DEC	OPERATING EXPENDITURES INC/(DEC)	DEBT PAYMENTS INC/(DEC)	GRANT/BOND CAP PROJ INC/(DEC)	TRANSFERS-OUT INC/(DEC)	NET CHANGE TO FUND (INC)/DEC
101 GENERAL FUND	1	(179,144)	-	-	-	214,144	-	-	140,000	175,000
103 GAS FUND	2	-	-	-	-	43,000	-	-	-	43,000
123 GAS WPC FUND	3	-	-	-	-	338,269	-	-	-	338,269
236 VERF FUND	4	-	-	-	(140,000)	140,000	-	-	-	-
240 VERF FUND	5	-	-	-	-	48,832	-	-	-	48,832
TOTAL		(179,144)	-	-	(140,000)	784,245	-	-	140,000	605,101

FUND 101 - GENERAL FUND

	GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET
1.	101-5-152-101.00	SALARIES & WAGES	EXPENDITURE	INC/(DEC)	1,175,910	115,712	1,291,622
1.	101-5-152-208.00	CLOTHING/PERS PROTECTIVE EQUIPMENT	EXPENDITURE	INC/(DEC)	32,000	9,000	41,000
1.	101-4-140.00	CITY SALES TAX	REVENUE	(INC)/DEC	(5,817,710)	(124,712)	(5,942,422)
2.	101-5-148-101.00	SALARIES & WAGES	EXPENDITURE	INC/(DEC)	-	52,432	52,432
2.	101-5-148-212.00	COMPUTER EQUIPMENT & SUPPLIES	EXPENDITURE	INC/(DEC)	200	600	800
2.	101-5-148-712.00	OFFICE FURNITURE/EQUIPMENT	EXPENDITURE	INC/(DEC)	-	1,400	1,400
2.	101-4-140.00	CITY SALES TAX	REVENUE	(INC)/DEC	(5,942,422)	(54,432)	(5,996,854)
3.	101-5-100-940.00	BMSHP INTEREST REIMBURSEMENT	EXPENDITURE	INC/(DEC)	0	35,000	35,000

REASON

1. THIS AMENDMENT IS TO INCREASE THE BUDGET FOR MID-YEAR ADDITION OF 3 FIREFIGHTERS $115,712 SALARY/BENEFITS, PLUS $9,000 FOR ONE-TIME GEAR/EQUIPMENT. WILL BE OFFSET BY INCREASE IN SALES TAX.

2. THIS AMENDMENT IS TO INCREASE THE BUDGET FOR MID-YEAR ADDITION OF AN AIRPORT MANAGER $52,432 SALARY/BENEFITS, PLUS $1,400 ONE-TIME OFFICE FURNITURE/EQUIPMENT AND $600 ONE-TIME COMPUTER EQUIPMENT & SUPPLIES. WILL BE OFFSET BY INCREASE IN SALES TAX.

3. THIS AMENDMENT IS TO REIMBURSE BRENHAM MAIN STREET HISTORICAL PRESERVATION INC (THE BARNHILL CENTER AT THE HISTORIC SIMON THEATER) FOR QUARTERLY INTERST ON EXISTING LOANS ENCUMBERING THE BARNHILL CENTER. WILL BE OFFSET BY GENERAL FUND RESERVES.

FUND 103 - GAS FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
4. 5-162-804.00	UTILITY LINES	EXPENDITURE	INC/(DEC)	35,801	43,000	78,801	4. CARRYOVER PROJECT, THIS AMENDMENT WILL INCREASE EXPENSE $43,000 FOR REPAIRS/TESTING OF EXISTING GAS MAIN PER RAILROAD COMMISSION.

FUND 123 - GAS WPC FUND

	GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET
5.	123-5-100-402.00	AUDITS/CONSULTANTS FEES	EXPENDITURE	INC/(DEC)	4,400	77,000	81,400
6.	123-5-100-419.00	LEGAL FEES	EXPENDITURE	INC/(DEC)	38,731	261,269	300,000

REASON

5. THIS AMENDMENT IS TO INCREASE AUDIT/CONSULTANTS EXPENSE $77,000 HIRING A CONSULTANT TO NEGOTIATE NEW GAS SUPPLY AND TRANSPORT CONTRACTS.

6. THIS AMENDMENT IS TO INCREASE LEGAL FEES $261,269 FOR WTG LITIGATION AND ATTORNEY ASSISTING WITH GAS TRANSPORT CONTRACT.

THESE EXPENSES ARE BEING RECOVERED OVER TIME FROM CUSTOMERS VIA THE GAS COST ADJUSTMENT (GCA).

FUND 236 - EQUIPMENT FUND-GENERAL

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
7. 236-5-100-812.00	OFFICE FURNITURE/EQUIPMEN	EXPENDITURE	INC/(DEC)	-	140,000	140,000	7. THIS AMENDMENT IS TO UTILIZE 3 DAYS OF GENERAL FUND RESERVES FOR THE AV UPGRADE OF COUNCIL CHAMBERS.
7. 236-6-000-601.00	INTERFUND TRNSF-GENERAL FU	TRANSFER	(INC)/DEC	(433,379)	(140,000)	(573,379)	
7. 101-6-000-662.00	INTERFUND TRNSF-EQUIPMENT	TRANSFER	INC/(DEC)	433,379	140,000	573,379	

FUND 240 - VERF FUND

GL#	ACCOUNT NAME	ACCOUNT TYPE	AMENDMENT ACTION	CURRENT BUDGET	AMENDMENT	AMENDED BUDGET	REASON
8. 240-5-152-813.00	VEHICLES/LARGE EQUIPMENT	EXPENDITURE	INC/(DEC)	-	48,832	48,832	8. THIS AMENDMENT IS TO INCREASE THE BUDGET FOR THE PURCHASE OF FIRE CHIEF FORD F-150 OUT OF VERF RESERVES.

Regular City Council
AGENDA ITEM 5-D.

Agenda Item: **Accept a Grant from Texas A&M Forest Service, Rural Volunteer Fire Department Assistance Program, in the Amount of $10,000.00, for the Purchase of Training Aids for the City of Brenham Fire Department and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-March 17, 2022

Department: Fire Department

Staff Contact: Chief Roger Williams

SUMMARY STATEMENT:

On November 1, 2018 the Brenham Fire Department submitted an application for a grant through the Texas A&M Forestry Service for training aids in the amount of $10,000.00. On October 19, 2021, the Brenham Fire Department was notified that we were successful in receiving the grant. The grant as stated is for $10,000.00 which is a 100% grant with zero dollars of matching funds required.

The need for this grant was to provide forcible entry training aids to the Brenham Fire Department. Through the funds received by this grant, we are able to purchase a Catalyst Forcible Entry Door and a VES 3-in-1 Window Bar training props for our fire personnel to effectively and efficiently train on the correct procedures of forcible entry.

ATTACHMENTS:

(1) BFD 2022 Texas A&M Supporting Grant Documents

RECOMMENDED ACTION:

Accept a grant from Texas A&M Forest Service for the Rural Volunteer Fire Department Assistance Program for training aids in the amount of $10,000.00 and authorize the Mayor to execute any necessary documentation.

TEXAS A&M
FOREST SERVICE

October 13, 2021

Brenham FD
P. O. Box 1059
BRENHAM, TX 77834

Case: 902
County: WASHINGTON
VFDE-Doc#: E200571

Dear Chief,

Your application for grant assistance under the Rural Volunteer Fire Department Assistance Program (HB 2604) has been **APPROVED**. The following items are qualified for cost-share reimbursement:

Item	Our Maximum Cost-share Payment 100% of the actual cost, not to exceed
TRAINING AIDS	$10,000.00

This grant will expire on April 13, 2022

The attached guidelines describe your obligations under this program. **Please indicate below whether you wish to accept or decline this grant, and return a signed copy to us within 14 days of receipt of this letter.**

Congratulations! Please contact us if you need additional information.

☑ Accept ☐ Decline

Asst. Fire Chief 10-19-2021
Signature and Title Date

Attached: 1) Guidelines for Grant Assistance

Texas A&M Forest Service - Forest Resource Protection
200 Technology Way, Suite 1162 College Station, Texas 77845-3424
TEL (979) 458-6505 FAX 979/845-6160
TexasFD.com

Rural Volunteer Fire Department Assistance Program Guidelines for Grant Assistance – Training Aids

Responsibilities of the fire department following notice of grant approval:

1. **Purchase** the approved item or items.
2. Provide the Texas A&M Forest Service copies of all proof of payment (signed check(s), credit card receipt(s), or paid vendor invoice(s) showing the last four digits of the credit card used, and/or bank or credit card statement(s) showing purchase). Please email to 2604@tfs.tamu.edu or fax to (979) 845-6160.
3. Grants for Training Aids **expire** 6 months from approval date.

Special Note:

Equipment or services purchased prior to the award date are ineligible for grant assistance under this program.

The Training Aids category provides a pathway for acquiring items to enhance training experiences.

Eligible items:

- Rescue Mannequins
- Smoke Machines
- Practice Fire Shelters
- Equipment Simulation Devices
- Electronic Projectors
- Computer (one per award)
- Subscription Training Services.
- Training Manuals
- Training Videos

If there is an item you wish to purchase that is not found on the list of eligible items, please complete the attached form to request consideration of the specific item.

Grant recipients are encouraged to share training resources locally/regionally to benefit the greatest number of trainees.

Training publications and videos may be purchased through the State Firefighters' and Fire Marshals' Association and other providers.

The Program will reimburse for the establishment of a fire publications and video training library. Fire publications and videos should be kept at a location that is accessible by county or regional fire departments.

Revised 04/09/2021

TEXAS A&M FOREST SERVICE

For Internal Use Only:

Record ID #

APPLICATION FOR FIRE DEPARTMENT ASSISTANCE

RURAL VOLUNTEER FIRE DEPARTMENT ASSISTANCE PROGRAM

EQUIPMENT GRANTS

Name of Fire Department: Brenham Fire Department

Physical Address: 101 N. Chappell Hill (street address) Brenham (city) 77833 (zip code)

Mailing Address (if different): P.O. Box 1059 (mailing address) Brenham (city) 77834 (zip code)

County: Washington E-Mail Address: bscheffer@cityofbrenham.org

Department Phone Number: 9793377300 Fax Number: 9793377311

Point of Contact: Brian Scheffer Contact Phone Number: 9793377314

Fire Department Officers:

Name	Title	Phone:	Cell:
Ricky Boeker	Fire Chief	9793377301	9793371060
Brian Scheffer	Assistant Chief	9793377314	9793371212
	President		

Do you provide fire protection services to a designated primary protection area, identified by the county? Yes

State of Texas Charter Number: 23538

If operating under a local government entity, please type "Under City, County, ESD"

Federal Tax Identification Number: 74-600404 Year Department was Created: 1867

A signed and dated copy of IRS Form W-9 is required to be submitted with this application.

Membership: Number of Volunteers: 36

Number of Paid Full-Time: 18

Number of Paid Part-Time*:

Paid Positions include: Firefighters, EMS, Administrative Personnel, Fire Marshals, etc.

***Do not include part time members used in a pool to backfill other paid positions.**

Population of the Primary 911 Protection Area: 15600

Please provide the following information regarding the nearest viable mutual-aid department.

Name of Mutual Aid Department: Salem Fire Department

Distance, in miles, to the nearest viable mutual aid department (station to station): 1

Size of Primary 911 Protection Areas are acquired from governmental entities responsible for maintaining local map data.
To learn how to verify the size of your protection area, or how to update this information, please visit TexasFD.com/ProtectionAreas.

Personal Protective Equipment (PPE) Requests:

Federal Funds are utilized to offer additional grant awards for personal protective equipment. If requesting funding for these items, please fill out the following information.

DUNS #: 074164922 SAM.GOV Registration Expiration Date:

To obtain a DUNS number, call 1-866-705-5711 or visit: http://fedgov.dnb.com/webform/

Does the department serve a rural area or rural community with a population of 10,000 or less? No

Rural Volunteer Fire Department Assistance Program (HB2604) *(IRS FORM W-9 Required)*

Purchases made before a grant approval date are not eligible for reimbursement.

You may apply for multiple elements. Applications will remain on file until approved by TFS or cancelled in writing by the VFD.

Compressed Air Foam System (CAFS) options will be offered at the time of award for the following program elements: Water Tender, Large Brush Truck, Small Brush Truck, and Slip-On Units. CAFS Cost Share rate: 90% up to a maximum of $18,000.

Manual calculation conversion: 90% = 0.9 75% = 0.75
(example: Estimated Cost for Tender is $220,000, multiplied by 0.9 (90% TFS Cost Share); Requested Amount = $198,000)

	Program Element	***Estimated Total Cost***	***TFS Cost Share***	***Requested Amount***	***TFS Maximum Allowable Amount***
	Water Tender		x 90%		$200,000
	Large Brush Truck		x 90%		$200,000
	Small Brush Truck		x 90%		$100,000
	Truck Chassis Large		x 90%		$90,000
	Truck Chassis Small		x 90%		$45,000
	Slip-On Unit		x 90%		$20,000
	Fire and Rescue Equipment		x 75%		$20,000
	Personal Protective Equipment (PPE)		x 90%		$15,000
	Training Aids	8595.00	x 100%		$10,000
	Dry Hydrants		x 100%		$8,400 *$1,200/Installation*

(This section must be signed by authorized Fire Chief, Assistant Fire Chief or President.)

APPLICANT CERTIFICATION: I certify that the information contained in this application is true and accurate to the best of my knowledge and that I am duly authorized to sign this application on behalf of the fire department. I understand that knowingly making false or fraudulent statements or representations may result in program sanctions and/or criminal penalties.

Name: (print) Brian Scheffer

Title: Asssitant Fire Chief
Fire Chief, Assistant Chief, or President

Signature: Brian D Scheffer

Date: 11/1/18

To submit electronically: Press the **Submit Form** button. Your email client will open and you will have the opportunity to attach your supporting documents before sending.

To submit by mail or fax: Press the **Print Form** button. Be sure to attach your supporting documents before sending.

For questions, please contact us at: 2604@tfs.tamu.edu or by phone: (979) 458-6505

Mail or Fax to:
Rural VFD Assistance Program
Texas A&M Forest Service
Capacity Building Department
200 Technology Way, Suite 1162
College Station, Texas 77845
Fax: (979) 845-6160

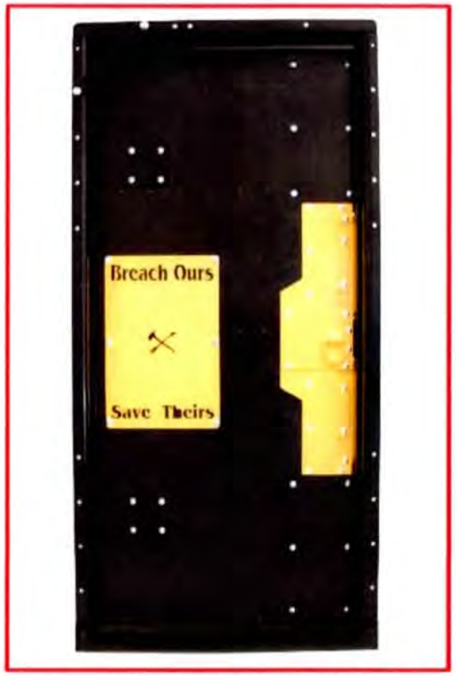
The Catalyst Force Entry Door

FORCIBLE ENTRY INC.

Breach Ours.
Save Theirs.

The Catalyst Force Entry Door

Direct Mount / Insert



Fire, Police, CERT/CDCR, Military

Stand Alone w/ Wheels

Fire, Police, CERT/CDCR, Military

Tactical Breacher

Police, CERT/CDCR, Military

Not Addressed in this Presentation

Catalyst Force Entry Door - CFED

www.forcibleentry.com

The Most Realistic and Versatile Training Door

Catalyst Force Entry Door - CFED

The Catalyst Force Entry Door (CFED) is a multivariate training platform to practice methods and strategies of forcible entry.

It comes in two variations: Stand Alone, requiring no infrastructure to function; and the Direct Mount which inserts into a pre established structure.

Modular and customizable, we provide multiple add-on/removable features and props to allow you to build the door training system your department desires regardless of budgetary constraints.

All doors provide inward and outward opening training and all forms of Mechanical and Hydraulic Forcible Entry. You choose right vs left side hinge.

www.forcibleentry.com

All Included Standard:

1. Three width choices: 30”, 32”, 36”. RO provided, we can work within your specs.
2. Effective training both inward opening & outward opening
3. Choice of right side hinge or left side hinge
4. 3-dowel / metal pins plus one 2” x 2” wooden block locking mechanism
5. Adjustable Gap System: ensures / maintains ideal fit between door and frame
6. AR-450: Strike Plates & Lock Mechanism
7. Lock Mechanism: C6 Armor Academy Break System
8. Flex Tech Jambs and HD hinges for realistic feedback
9. Crush Prop - for outward opening commercial door training
10. Padlock & Chain breaching capable
11. Forklift Header *
12. Monster Base Plate + 2 Extension Plates + Hardware *
13. All-weather 4-Season Door Cover * (optional)

** For CFED-Stand Alone only.*

Catalyst Force Entry Door - CFED

www.forcibleentry.com

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Door Anatomy

Note: The Lock Mechanism can also be pinned using 3 wood dowels or 1 metal conduit.

Clockwise: Monster Base Plate (1 of 2), Flex Tech Jambs, HD Hinge, C6 Armor Academy Break System with AR-450 Strike Plates.

Catalyst Force Entry Door - CFED

www.forcibleentry.com

CFED - Direct Mount

The Direct Mount is perfect for your training tower, container, or building structure where multiple doors and scenarios can be created.

Doors can be flush mounted and come in 30", 32", and 36" widths. Rough openings must be larger to accommodate HD frame and assembly. Choose inward opening or outward opening, right side or left side hinge.

Add-Ons / Upgrades:
- Marine Grade Wood for limitless protection involving evolutions with constant water flow
- Security Screen Door (photos coming soon -- *field testing in Bay Area, CA*)
- Drop Bar Prop
- Slide Locks (above / below lock mechanism)
- Commercial Cutting Prop

Catalyst Force Entry Door - CFED

www.forcibleentry.com

VES 3-in-1 Window Bar Presentation

To save you time and energy in creating your own presentation for budget approval, we are sharing our own slide deck. Right click & save each image and add to your own presentation for your department's internal use.

VES 3-in-1 Window Bar Prop

The ONLY End-to-End Evolution Prop for VES Window Training

Product Description

Ventilate. Enter. Search. The Forcible Entry 3-in-1 VES Window Bar Prop is the only VES Window Bar that allows for a full VES Window Evolution to be performed from start to finish.

The VES Window is built to train real world evolutions and fully replicate what a first responder will experience when interfacing with a window.

Unlike any competitors' window prop it also includes the ability for security bar frame prying as well as entering and exiting via the window itself, which is load bearing.

Its size and dimensions meet all testing standards and resetting is not only quick and easy but consistent in feedback and difficulty for the trainee to execute and the trainer to certify.

VES Window Bar Prop https://www.forcibleentry.com/ves-3in1-window-bar

The VES 3-in-1 Window Bar Prop

Overview:

- Full VES Window Bar evolution capable
- Made of AR-450
- Sandwich & bolt installation into any tower or our Conex Box Training Center
- Custom sizes available
- Modular setup to focus on specific scenarios and tool skills involving VES Window operations

VES Window Bar Prop https://www.forcibleentry.com/ves-3in1-window-bar

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The VES 3-in-1 Window Bar Prop

Window Bar Frame Pryable:
- Four 1x2 blocks set the frame into place for prying.

Safety Chain
- For safety as well as quick single-person resetting, a safety hook and chain is provided.

Blowout Window Panes:
- 8 flexible, shatterproof polycarbonate window panes file, snap, and lock into the sash and frame for raking the glass.

Blowout Sash:
- Pinned with 4 dowels

VES Window Bar Prop

https://www.forcibleentry.com/ves-3in1-window-bar

The "3-in-1" of the VES Window Bar

1. Window Pane & Sash Blowout
- The window panes (8) are made of polycarbonate and can handle anything a Halligan or sledge can swing at them
- Shatter proof, the window panes flex to pop out and are reinstalled with minimal effort by manually popping them back in.
- Pin the sash using wooden dowels. Utilize 3/8" to 7/16" to change the tension levels along with different types of wood.

2. Window Bar Prop - Rebar Cutting
- Mounting, rebar gauge choice, and environment of the Window Bar Prop all factor into the main goal: stressing good saw position to allow students to gain confidence in their ability to get window coverings off of any escape route.
- Replicates a window bar with ability to attack from multiple angles and methods
- Utilizes 1/2" - 5/8" rebar
- Quick reset for repetitive training and technique

3. Window Bar Prop - Frame Prying
- Set it with 1x2's to pry window frame off of structure to open space further for ventilation and entrance.
- The sash (cross beam) is set with 3/8" - 7/16" dowels and can be cammed with a Halligan or hit equally with it, a sledge, or axe.

VES Window Bar Prop

https://www.forcibleentry.com/ves-3in1-window-bar

Value Adds

End-to-End Evolutions from Start to Finish

Not only modular to customize the scenario, the VES Window can be used from start to finish when training without the need of other props to fill in the gaps in the scenario. Load bearing and providing feedback like a real window, our prop is the most realistic window bar from beginning to end.

Full VES Window Evolution Capable
- Blow out window panes
- Blow out sash
- Cut Security Rebar
- Pry Security Rebar Frame
- Enter
- Search
- Egress
- Reset for Repetition

Value Adds (continued)

Real World, Customizable Scenarios

Customize the window to the scenario you need. Add/remove the security window bar based on the floor you are training (1st or 2nd) or the area of operation you encounter. Leave the rebar out and still pry the window frame to work on tool skills and strategy.

Quick Resetting

- Security Frame - Replace the breached four 1x2 wood blocks. Change the type of wood to increase/decrease the difficulty.
- Security Frame Rebar - unscrew the T-Bar tension screws, and slide or replace the ⅜" - ¾" rebar.
- Window Bar Sash - replace and repin the four (2 on each side) 7/16" or ½" wooden dowels.

Security Screen Door

Affixes seamlessly to our Conex Box Training Center or any preexisting training tower. Customizable size -- all that is required for ordering are rough opening dimensions.

The VES 3-in-1 Window Bar

We look forward to working with you!

The Forcible Entry Team

For more information about the Conex Box Training Center please go to:
www.forcibleentry.com/ves-3in1-window-bar.

For more information on our product line, please go to our website and visit each product page for photos, specs, and slide decks.

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nick@forcibleentry.com
(c) 650.218.3304

VES Window Bar Prop

https://www.forcibleentry.com/ves-3in1-window-bar

Order Your Forcible Entry Training Platform Now

Contact Us

Vimeo Instagram Facebook YouTube

Regular City Council

AGENDA ITEM 5-E.

Agenda Item: **Approve a Noise Variance from the Community Alcohol and Substance Awareness Partnership (CASAP) of Brazos and Washington County for a 5K and Color Run to be held on March 26, 2022 at the Blinn College Kruse Center from 7 A.M. to 2 P.M. and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-March 17, 2022

Department: Parks and Recreation

Staff Contact: Crystal Locke

SUMMARY STATEMENT:

The Community Alcohol & Substance Awareness Partnership (CASAP) of Brazos and Washington County is hosting a 5K Color Run on Saturday, March 26, at 10 A.M. The 5K start and finish will be at The Kruse Center-Blinn College located at 208 Blinn Boulevard and CASAP has requested to use speakers for music and announcements. Due to the use of amplified sound equipment, a noise variance is required. Attached is the Noise Variance Request along with the event flyer.

ATTACHMENTS:

(1) (1) CASAP 5K and Color Run - Noise Variance Request
(2) (2) CASAP 5K Color Run - Flyer

RECOMMENDED ACTION:

Approve a noise variance from the Community Alcohol and Substance Awareness Partnership (CASAP) of Brazos and Washington County for a 5K and Color Run to be held on March 26, 2022, at the Blinn College Kruse Center from 7 A.M. to 2 P.M. and authorize the Mayor to execute any necessary documentation.

Noise Variance Request

subtitle

Name of sponsoring organization: CASAP

Your Contact Information

Name: Kristen Loewe

Phone: 979-846-3560 ext.116 **Email:** kloewe@bvcasa.org

Event Details

Purpose: 5K Event to promote stress relief and encourage physical activity

Location: Blinn Campus, Kruse Center

Date: 3/26/2022

Time: 10:00am

Setup From: 7:00am **To:** 9:00am

Clean up From: 12:00pm **To:** 2:00pm

Types of activities planned and any additional information specific to this event: We are hosting a color run for college students on Blinn Campus. The start and finish line will be located at The Kruse Center. At the start and finish line is where we will have speakers playing upbeat music, the registration table, and Brenham Nutrition will have a table to give out drinks. We will also be giving out prizes and gifts to the participants. Along the route, there will also be two water stations and two color stations where color powder will get thrown on the runners!

Describe activities at this event that require the variance to the noise ordinance: We will have speakers at the start and finish line, playing fun and upbeat music!

Will you use sound amplification equipment? Yes

Cleanup Provisions: We will walk the route and pick up all signage used and trash. We will also clean up all supplies, tables, equipment, and trash at the Kruse Center. Blinn campus is not holding us responsible for cleaning up the color powder.

Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any court? No

Please identify the offence, State of conviction and penalty imposed:

MARCH 26TH, 2022

FREE REGISTRATION: 1/14/22 - 3/1/22

CASAP COLOR 5K

Hosted by the Community Alcohol & Substance Awareness Partnership of Brazos and Washington County!

STARTING LINE LOCATED AT: KRUSE BUILDING (OLD MILL CREEK RD. AND BLINN BLVD) @ 10:00am

FOOD TRUCKS • MUSIC • FREE T-SHIRTS • PRIZES

Regular City Council
AGENDA ITEM 5-F.

Agenda Item: **Approve a Noise Variance from the City of Brenham for a Bike Rodeo and Safety Day to be Held on March 26, 2022 at the Blue Bell Aquatic Center from 9:30 a.m. to 11:30 a.m. and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-March 17, 2022

Department: Parks and Recreation

Staff Contact: Crystal Locke

SUMMARY STATEMENT:

This is a noise variance request from City staff for a Bike Rodeo & Safety Day to be held at the Blue Bell Aquatic Center parking lot on Saturday, March 26 from 9:30 a.m. to 11:30 a.m. The event will feature free outdoor bike safety play for children, including a bike obstacle course, learn helmet adjustments, the opportunity to meet with local public safety, and bike helmet giveaways. Staff plan to use a portable PA system for music and announcements throughout the event; therefore, a noise variance is required.

ATTACHMENTS:

(1) (1) City of Brenham Bike Rodeo - Noise Variance Request
(2) (2) City of Brenham Bike Rodeo - Flyer

RECOMMENDED ACTION:

Approve a noise variance from the City of Brenham for a bike rodeo and safety day to be held on March 26, 2022 at the Blue Bell Aquatic Center from 9:30 a.m. to 11:30 a.m. and authorize the Mayor to execute any necessary documentation.

NOISE VARIANCE REQUEST

Application Fee $10.00

1. Name of sponsoring organization: City of Brenham

2. Name and address of individual making application on behalf of sponsoring organization: Crystal Locke, 200 W. Vulcan Street

3. Purpose of the Event: Bike Rodeo & Safety Day

4. Location of Event: Blue Bell Aquatic Center, 1800 E. Tom Green Street

5. Date of the event: March 26, 2022

6. Time of Event: 9:30 am-11:30 am

7. Event Set-up: From: 8:00 am To: 9:00 am

   Event Clean-up: From: 11:30 am To: 12:30 pm

8. You are required to describe the following:

   a) Types of Activities Planned and any additional information specific to this event: Activity stations promoting bike safety, an obstacle course, learn about helmet adjustments, meet local public safety (police, fire, EMS), free sno cones - flyer attached

   b) Bands/Musical Instruments: No

   c) Sound amplification equipment: Portable PA system for announcements, music

   d) Cleanup provisions: City of Brenham and community partners

Crystal Locke
Name of Applicant (Printed or Typed)

C. Locke
Applicant or Authorized Person's Signature

Date: 02/15/2022

Phone: 979-337-7254

Have you ever been found guilty of a criminal offense involving crimes against property, moral turpitude, and/or a felony by any Court? ______Yes __X__ No. If "Yes", please identify the offense, State of conviction and penalty imposed (attach additional sheets if necessary):

FREE KIDS BIKE RODEO & SAFETY DAY

March 26

9:30 am–11:30 am | Blue Bell Aquatic Center

BRING your bike & helmet
BIKE helmet giveaways
LEARN about bike safety
RIDE the obstacle course
LEARN helmet adjustments
MEET local public safety
FREE swim & inflatables
SNO CONES & MORE!

Compass Club
Anchor Club — Service Friendship — Impressions for Life
Pilot International

City of Brenham
BaylorScott&White THE BRENHAM CLINIC BRENHAM
The Yard BRENHAM, TEXAS

Regular City Council
AGENDA ITEM 5-G.

Agenda Item: **Approve the Appointment of:**

- **Holly Johnson - Position 14 on the Police Citizens Advisory Board: Term to Expire on December 31, 2024;**
- **J. Weldon Clampitte - Position 9 on the Police Citizens Advisory Board: Term to Expire on December 31, 2024**
- **Suzanne Callaway - Position 4 on the Animal Services Board: Term to Expire on December 31, 2023**

and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-March 17, 2022

Department: Administration

Staff Contact: Jeana Bellinger

SUMMARY STATEMENT:

When board appointments were presented to City Council in December 2021, there were several board positions not filled. Over the past few weeks, my office has received applications for one (1) position on the Animal Services Board and two (2) positions on the Police Citizens Advisory Board. These applications were reviewed by staff and sent to the subcommittee of City Council (Canales, Cook, Saunders) for their consideration. The members of the subcommittee approved the requests and are recommending the appointment of:

- Holly Johnson - Position 14 on the Police Citizens Advisory Board: Term to Expire on December 31, 2024;
- J. Weldon Clampitte - Position 9 on the Police Citizens Advisory Board: Term to Expire on December 31, 2024
- Suzanne Callaway - Position 4 on the Animal Services Board: Term to Expire on December 31, 2023

ATTACHMENTS:

None

RECOMMENDED ACTION:

Approve the appointment of:

- Holly Johnson - Position 14 on the Police Citizens Advisory Board: Term to Expire on December 31, 2024;
- J. Weldon Clampitte - Position 9 on the Police Citizens Advisory Board: Term to Expire on December 31, 2024
- Suzanne Callaway - Position 4 on the Animal Services Board: Term to Expire on December 31, 2023

and authorize the Mayor to execute any necessary documentation.

Regular City Council

AGENDA ITEM 6.

Agenda Item: **Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading on Case No. P-22-004, A Request by Brenham Housing Authority For an Amendment to the City of Brenham's Official Zoning Map of the Code of Ordinances to Change the Zoning District From a Mixed Residential Use District (R-2) to a Local Business Residential Mixed Use District (B-1) on 1.202-Acres of Land Currently Addressed as 1003 Hasskarl Drive and Being Further Described as Lot 1 of Fairview Terrace Subdivision, Out of the Arrabella Harrington Survey, Abstract No. 55 in Brenham, Washington County, Texas**

Meeting Type: Regular Meeting-March 17, 2022

Department: Development Services

Staff Contact: Shauna Laauwe

SUMMARY STATEMENT:

The subject property is an existing 1.202-acre property addressed as 1003 Hasskarl Drive and generally located on the south side of E. Blue Bell Road and on the southwest corner of the Hasskarl Drive and E. Blue Bell intersection. The subject tract is developed with a 6,500 square foot community center that serves the Fairview Terrace Brenham Housing Authority (BHA) residential development. In May 2021, BHA platted the subject property and the adjacent property to the south to separate the subject community center property as Lot 1 and the Fairview Terrace residential duplex development property as Lot 2 in anticipation of removing the existing duplexes and constructing a multifamily apartment complex.

In July 2021, the Fairview Terrace Apartments construction plans were approved to be located at 909 Hasskarl Drive, which is abutting the subject tract to the south. The Fairview Terrace Apartments will consist of five (5) buildings to house a total of 80 units and a separate club house. With the addition of a club house, the need for the existing community center that served the previous duplex development, is lessened. The property owner/applicant, Ben Menjares of the Brenham Housing Authority, wishes to expand the allowable uses that may be permitted for possible future commercial use or development of the existing community center. The applicant has requested that the approximate 1.202-acre tract currently zoned R-2, Mixed Residential Use District be rezoned to B-1, Local Business Residential Mixed-Use District.

The future land use map portion of the Historic Past, Bold Future: Plan 2040 Comprehensive Plan suggests the subject property may be appropriate for multifamily uses. The proposed zoning change would allow for the development of the permitted uses found in the B-1, Local Business and Residential Mixed Use District that include business and medical offices, affordable moderate-density multifamily residential on sites of two (2) acres or more, and neighborhood shopping. Staff finds that the proposed request is aligned with the goals and land use polices established in the Comprehensive Plan. The requested zoning and associated land uses are appropriate for this location given adjacent zoning designations, existing development in the vicinity, and conformance with the City's adopted future land use map.

If the rezoning is approved, any proposed use or development will undergo a planning permit process to ensure that all zoning, building, and fire codes are met.

The Planning and Zoning Commission held a public hearing on this item on February 28, 2022 meeting and Commissioners unanimously recommended approval of the zoning request.

ATTACHMENTS:

(1) Ordinance for First Reading
(2) Exhibit A: Staff Report

RECOMMENDED ACTION:

Approve an Ordinance on its first reading on Case No. P-22-004, a request by Brenham Housing Authority for an Amendment to the City of Brenham's Official Zoning Map of the Code of Ordinances to change the Zoning District from a Mixed Residential Use District (R-2) to a Local Business Residential Mixed Use District (B-1) on 1.202-acres of land currently addressed as 1003 Hasskarl Drive and being further described as Lot 1 of Fairview Terrace Subdivision, out of the Arrabella Harrington Survey, Abstract No. 55 in Brenham, Washington County, Texas.

ORDINANCE NO. ____________

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, AMENDING APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES, AND THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM, BY CHANGING THE ZONING DISTRICT CLASSIFICATION FROM MIXED RESIDENTIAL DISTRICT (R-2) TO A LOCAL BUSINESS/RESIDENTIAL MIXED-USE DISTRICT (B-1) ON A 1.202 ACRE TRACT OF LAND AS FURTHER DESCRIBED IN THIS ORDINANCE.

WHEREAS, the Brenham Housing Authority, property owner(s) of the 1.202 acres of land generally located on south side of E. Blue Bell Road and on the southwest corner of the Hasskarl Drive and E. Blue Bell Road intersection and addressed as 1003 Hasskarl Drive, and being further described as Lot 1 of the Fairview Terrace Subdivision out of the Arrabella Harrington Survey, A-55, in Brenham, Washington County, Texas, (the "Property"), have requested that the Property be rezoned; and

WHEREAS, the City of Brenham has adopted Appendix A – "Zoning" of the City of Brenham Code of Ordinances, as amended, which divides the City of Brenham into various zoning districts; and

WHEREAS, Appendix A – "Zoning" of the City of Brenham Code of Ordinance authorizes the City Council to grant zoning changes by adopting ordinances amending Appendix A for each individual permanent zoning change; and

WHEREAS, at least ten (10) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning and Zoning Commission held a public hearing on the requested rezoning; and

WHEREAS, this amendment was recommended for approval by the City of Brenham Planning and Zoning Commission in its final report during its regular meeting on February 28, 2022; and

WHEREAS, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; and

WHEREAS, the City Council deems it appropriate to grant such proposed change in the zoning district classification of the Property;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS, THAT APPENDIX A - "ZONING" OF THE CODE OF ORDINANCES OF THE CITY OF BRENHAM, TEXAS, AND THE OFFICIAL ZONING MAP BE AMENDED IN THE FOLLOWING MANNER:

SECTION 1. That Appendix A - "Zoning" of the Code of Ordinances of the City of Brenham, Texas, and the Official Zoning Map of the City of Brenham are hereby amended by changing the zoning district classification from a Mixed Residential District (R-2) to Local Business/Residential Mixed Use District (B-1) on approximately 1.202 acres of land addressed as 1003 Hasskarl Drive, and further described as Lot 1 of the Fairview Terrace Subdivision out of the Arrabella Harrington Survey, A-55, in Brenham, Washington County, Texas, said area of land being further described and depicted on Exhibit "A" attached hereto and incorporated herein for all pertinent purposes.

SECTION 2. This Ordinance shall take effect as provided by the Charter of the City of Brenham, Texas.

PASSED and APPROVED on its first reading this the ____ day of _______ 2022.

PASSED and APPROVED on its second reading this the ____ day of _____ 2022.

____
Milton Y. Tate, Jr.
Mayor

ATTEST:

____
Jeana Bellinger, TRMC, CMC
City Secretary

Exhibit "A"

Aerial Map
1003 Hasskarl Dr
Zone Change Request
R-2 to B-1

City of BRENHAM

1 inch = 133 feet

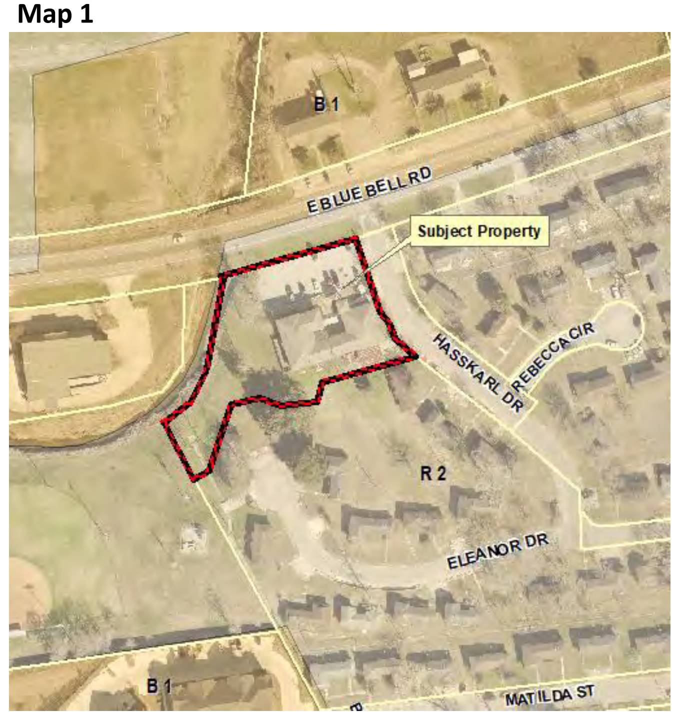
City of Brenham
Planning and Zoning Commission
Staff Report
February 24, 2022

CASE NUMBER P-22-004
ZONE CHANGE REQUEST – 1003 HASSKARL DRIVE

STAFF CONTACT:	Shauna Laauwe, AICP, City Planner
OWNERS/APPLICANTS:	Brenham Housing Authority / Ben Menjares
ADDRESS/LOCATION:	1003 Hasskarl Drive (Exhibit A)
LEGAL DESCRIPTION:	Lot No. 1 of the Fairview Terrace Subdivision out of the Arrabella Harrington Survey, A-55
LOT AREA:	Approximately 1.202 acres
ZONING DISTRICT/USE:	R-2, Mixed Residential District / Community Center for BHA (Exhibit B)
FUTURE LAND USE:	Commercial
REQUEST:	A request to change the zoning classification from Mixed Residential District (R-2) to Local Business/Residential Mixed Use District (B-1) (Exhibit C)

BACKGROUND:

Map 1



The subject tract consists of a 1.202-acre property addressed as 1003 Hasskarl Drive and generally located on the south side of E. Blue Bell Road and on the southwest corner of the Hasskarl Drive and E. Blue Bell intersection. The subject tract is currently zoned as R-2, Mixed Residential Use District and developed with a 6,500 square foot community center that serves the Fairview Terrace Brenham Housing Authority (BHA) residential development. In May 2021, BHA platted the subject property and the adjacent property to the south to separate the subject community center property as Lot 1 and the Fairview Terrace residential duplex development property as Lot 2 in anticipation of removing the existing duplexes and constructing a multifamily apartment complex. In July 2021, the Fairview Terrace Apartments construction plans were approved to be located at 909 Hasskarl Drive, which is abutting the subject tract to the south. The Fairview Terrace Apartments will consist of five (5) buildings to house a total of 80 units and a separate club house. With the addition of a club house, the need for the existing community center that served the previous duplex development, is lessened. The property owner/applicant, Ben Menjares of the Brenham Housing Authority, wishes to expand the allowable uses that may be permitted for possible future commercial use or development of the existing community center. The applicant has requested that the approximate 1.202-acre tract currently zoned R-2, Mixed Residential Use District be rezoned to B-1, Local Business Residential Mixed-Use District.

ANALYSIS OF CITY OF BRENHAM ZONING POLICIES:

The purpose of zoning policies is to provide guidelines for considering future amendments to the zoning ordinance (Part 1, Section 4 of Appendix A – "Zoning" of the Brenham Code of Ordinances). They are as follows:

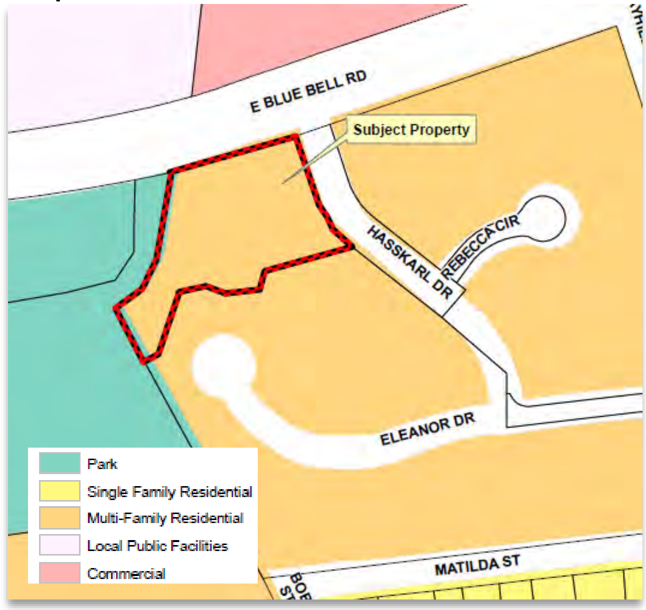
(1) The city's zoning should recognize and seek to preserve the small-town attributes that make Brenham a special place for its citizens to live, work and play. *Please refer to Map 1 on the previous page for a visual of the current zoning described herein.*

The subject property abuts East Blue Bell Road to the north and is generally located on the southwest corner of the Hasskarl Drive and East Blue Bell intersection. The subject property is comprised of a 1.202-acre lot addressed as 1003 Hasskarl Street and developed as a 6,500 square foot community center for the Brenham Housing Authority's Fairview Terrace development. The subject property and adjacent properties to the south and east are currently zoned R-2, Mixed Residential District and developed as duplexes and a future multifamily apartment complex owned by the Brenham Housing Authority. The abutting properties to the west, north across East Blue Bell Street and further east, across Gayhill Street, are zoned B-1 Local Business/Residential Mixed Use District. The adjacent B-1 property to the west is developed as the Higgins Branch resale shop, while the properties to the north are developed as Hodde & Hodde Surveying offices and a 4-plex apartment. In addition, Henderson Park abuts the property to the southwest and within the park, a portion of Higgins Creek flows between the subject property and the Higgins Branch resale shop property located at 550 E Blue Bell Road. The applicant is not anticipating additional development on the subject property, however rezoning to B-1 would allow for a broader range of residential and commercial uses than the existing residential classification. The B-1 District is established as a medium density, mixed use district to provide convenient locations for neighborhood shopping and for affordable moderate density multifamily housing with easy access to transportation routes and neighborhood shopping. Allowing the proposed rezoning request would allow the approximate 1.202-acre lot and existing community center to be utilized and developed in keeping with the development pattern in the general vicinity and with uses that are compatible to nearby residential properties.

(2) The city's zoning should be guided by the future land use plan and other applicable guidelines found in the Comprehensive Plan.

As shown in Map 2, the future land use map portion of the Historic Past, Bold Future: Plan 2040 Comprehensive Plan suggests the subject tract may be appropriate for multifamily residential. The

Map 2



Comprehensive Plan also includes land use policies to help guide land use decisions. Specifically, the Plan finds that regional level commercial is appropriate along major roadways, including freeways, arterials, and some collectors if compatible with the surrounding development. East Blue Bell Road is classified as a TXDOT principal arterial. If the requested zone change were approved, the subject tract would allow for the development of the permitted uses found in the B-1, Local Business and Residential Mixed Use District. Permitted B-1 uses include business and medical offices, affordable moderate density multifamily residential on sites of two (2) acres or more, and neighborhood shopping. Staff finds that the proposed request is aligned with the goals and land use polices established in the Comprehensive Plan.

(3) The city's zoning should be designed to facilitate the more efficient use of existing and future city services and utility systems in accordance with the Comprehensive Plan.

The subject property is currently developed with a 6,500 square foot community center that has existing water lines along E. Blue Bell Road and Hasskarl Drive. In addition, existing gas and sewer lines are located on the southeast corner of the subject lot. If the subject property were to further develop, no utility extensions would be required.

(4) The city's zoning should be organized and as straight forward as possible to minimize use problems and enforcement problems.

The proposed zone change, if approved, will be reflected on the City of Brenham zoning map available for citizen viewing on the City of Brenham homepage.

(5) The city's zoning process should be fair and equitable, giving all citizens adequate information and opportunity to be heard prior to adoption of zoning amendments.

Property owners within 200 feet of the project site were mailed notifications of this request on February 15, 2022. The Notice of Public Hearing was published in the *Brenham Banner* on February 16, 2022. As of the date of this staff report, no public comments have been received. Any comments submitted to staff will be provided in the Planning & Zoning Commission and City Council during the public hearing.

(6) The city's zoning should insure that adequate open space is preserved as residential and commercial development and redevelopment occur.

The applicant has not stated additional redevelopment plans at this time, however if approved, the property will be required to adhere to minimum building setbacks and maximum impervious coverage requirements for property zoned B-1, Local Business/Residential Mixed Use District. In the event that the subject property is further developed, depending on the type of use, landscaping and buffer yard requirements may also be warranted along the shared property line with the residential

property to the south. Staff finds that the requirements will ensure that adequate open spaces is preserved on the subject property.

(7) The city's zoning should insure Brenham's attractiveness for the future location of business and housing by preserving an attractive and safe community environment in order to enhance the quality of life for all of its residents.

Staff finds that the requested zoning and associated land uses are appropriate for this location given adjacent zoning designations, existing development in the vicinity, and conformance with the City's adopted future land use map.

(8) The city's zoning ordinance should preserve neighborhood culture by retaining and promoting land uses consistent with the community's plan for the development and/or redevelopment of its neighborhoods.

Rezoning the approximate 1.202-acre tract of land to B-1 will allow the subject property to be operated with additional commercial uses in accordance with property in the immediate vicinity to the west and north. The abutting property to the west is developed as Higgins Branch resale shop, with additional B-1 properties located to the north across E. Blue Bell Road that are developed as a multifamily residential 4-plex directly to the north and Hodde & Hodde Surveying to the northeast. Furthermore, a large B-1 District section is located to the west of the subject property along both frontages of E. Blue Bell Road from the adjacent property to Santa Fe Avenue (See Map 3). To the northeast along the north side of E. Blue Bell Road is a B-2, Commercial Research and Technology District that stretches to State Hwy 105. The adjacent and surrounding properties to the south and southeast are predominantly R-2, Mixed Residential District and developed as duplexes and multifamily residential.

The proposed B-1 zoning would allow for neighborhood commercial uses such as offices and light retail that are suited for the nearby residential neighborhoods to the south. Depending on the type of development, minimum buffer yard requirements between the property and adjacent residential uses to the south may be mandatory. Buffer yard requirements are established to preserve existing neighborhoods and ensure adjacent property develops in a manner compatible to nearby land uses.

Map 3

(9) The city's zoning should protect existing and future residential neighborhoods from encroachment by incompatible uses.

Staff finds that rezoning the property will protect and not adversely affect adjacent existing and future residential neighborhoods due to the City's adopted development standards including requirements related to buffer yards, screening, setbacks, drainage, and landscaping. Currently, residential properties abut the subject tract to the south and to the east, across Hasskarl Drive. The residential duplexes abutting the subject property to the south have been demolished and is the location of the new apartment complex known as Fairview Terrace Apartments. The Fairview Terrace Apartments will consist of a total of five (5) apartment buildings with a total of 80 units and a separate club house building. Since the new apartment development will have a common area/community space the need for the existing community center is diminished. The existing community center on the subject tract once served the Fairview Terrace residential duplex development. The proposed rezoning would allow the community center to offer small-scale commercial retail or office space that would be an added benefit to both the Fairview Terrace residents and surrounding neighborhoods.

(10) The city's zoning should assist in stabilizing property values by limiting or prohibiting the development of incompatible land uses or uses of land or structures that negatively impact adjoining properties.

Staff is unable to determine any destabilizing effects on the neighboring properties should this rezoning request be approved. The proposed B-1 zoning for the subject property is aligned with the adjacent properties surrounding this tract.

(11) The city's zoning should make adequate provisions for a range of commercial uses in existing and future locations that are best suited to serve neighborhood, community, and regional markets.

If approved, the proposed rezoning will allow the existing community center to lease space to an office or small retail use. The site could also be further developed with additional retail, office, and other neighborhood commercial uses. The B-1 District is broader, than the existing R-2 District zoning designation, as the B-1 District allows both the permitted uses of the R-2 District and moderate neighborhood commercial uses. The permitted commercial uses will likely benefit the developed neighborhoods and multifamily that are within proximity of the subject tract. Vacant, B-1 and B-2 commercial properties are in the general vicinity of the subject tract to the north along E. Blue Bell Road. Staff believes that the proposed zoning change, if approved, will not negatively affect vacant land classified for commercial uses.

(12) The city's zoning should give reasonable accommodation to legally existing incompatible uses, but it should be fashioned in such a way that over time, problem areas will experience orderly change through redevelopment that gradually replaces the nonconforming uses.

The subject tract is currently developed with a community center that is a permitted use in the requested B-1 District. The requested zoning would allow the existing community center to legally lease a portion or all the building as commercial space.

(13) The city's zoning should provide for orderly growth and development throughout the city.

Staff finds that the proposed rezoning change will allow for the orderly growth and development in the general vicinity and throughout the city. Furthermore, the proposed rezoning is in accordance with the City's adopted Future Land Use Map and Comprehensive Plan.

STAFF RECOMMENDATION:

Based on the evidence and findings above, Staff recommends **approving** the proposed rezoning of the 1.202-acre tract generally located at 1003 Hasskarl Drive to B-1, Local Business Residential Mixed Use District.

EXHIBITS:

A. Aerial Map
B. Zoning Map
C. Future Land Use Map
D. Cover Letter
E. Site photos

EXHIBIT "A"
AERIAL MAP

Aerial Map
1003 Hasskarl Dr
Zone Change Request
R-2 to B-1

City of BRENHAM

1 inch = 133 feet

EXHIBIT "B"
ZONING MAP

EXHIBIT "C"
FUTURE LAND USE MAP

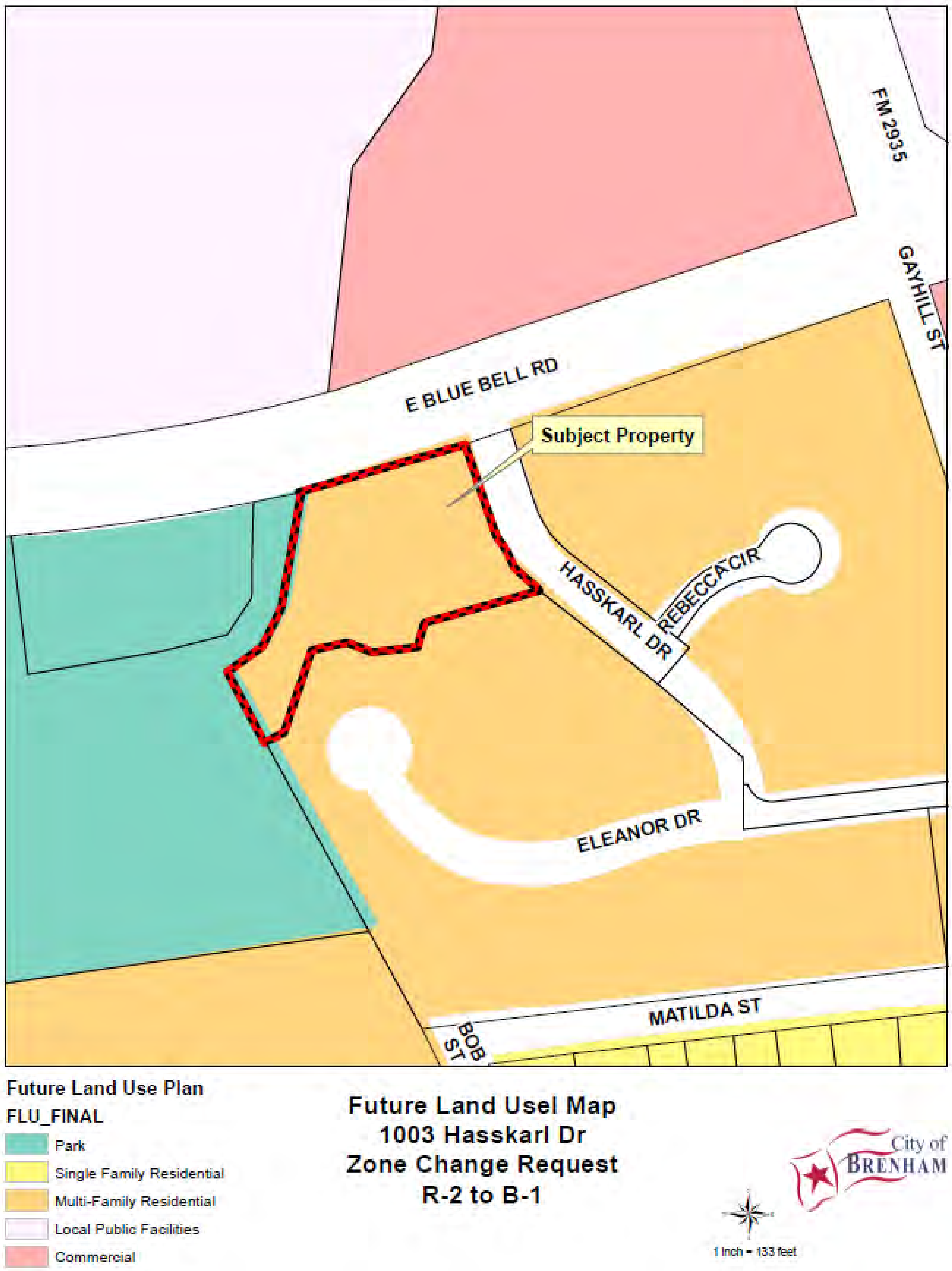


EXHIBIT "D"
ZONE CHANGE COVER LETTER

Brenham Housing Authority

January 21, 2022

Re: Rezoning of Brenham Community Center located at 1003 Hasskarl Drive

Dear City of Brneham,

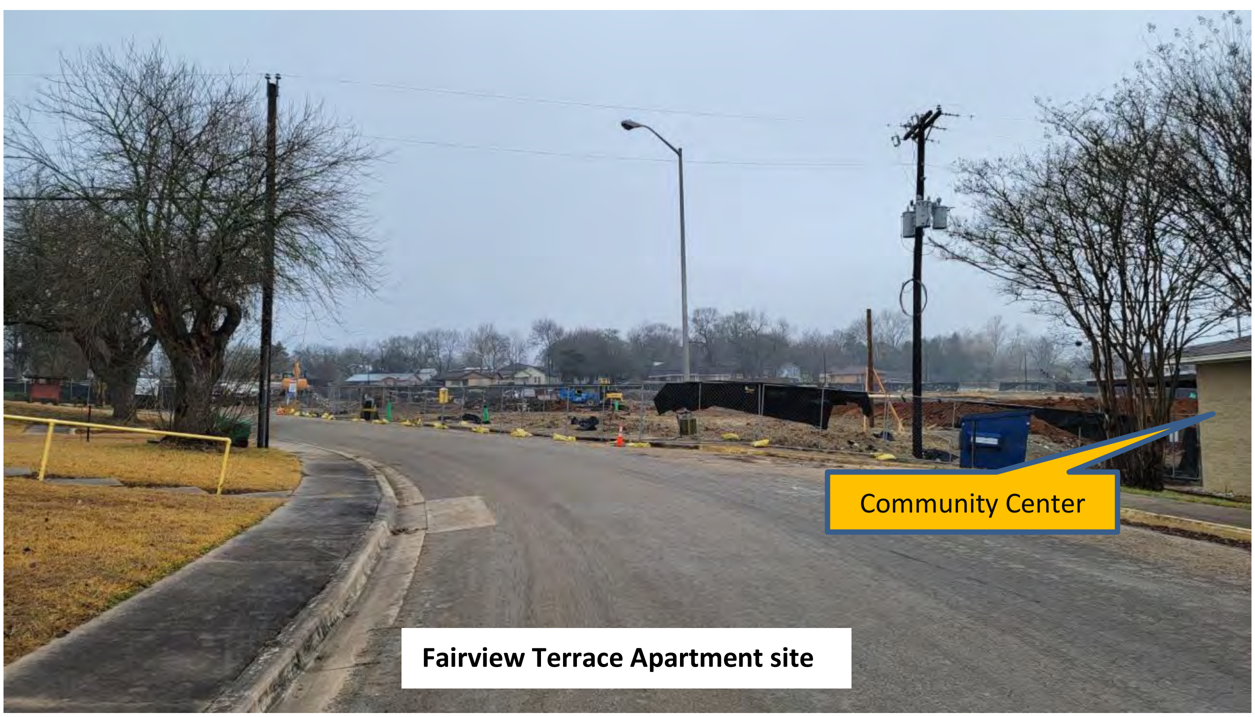
With the construction of 80 new units located at Fairview Terrace, Brenham Housing Authority hopes to continue to redevelop the land that is adjacent to the Brenham Community Center. It is our hope to lease some or all of the Community Center building to small businesses or service providers. In order to attract small businesses, BHA is requesting that the zoning of these 1.2 acres be changed from R-2 to B-1. This is in harmony with the zoning of other neighboring properties along the 577 highway.

Sincerely,

Ben Menjares

Ben Menjares, Executive Director

EXHIBIT "E"
SITE PHOTOS



Hasskarl Drive to the east – remaining duplexes

Facing North across E. Blue Bell Street

Henderson Park / Higgins Creek to the west

E. Blue Bell facing west

Regular City Council
AGENDA ITEM 7.

Agenda Item: **Discuss and Possibly Act Upon Resolution No. R-22-015 Adopting a Policy for the Reimbursement of Qualified Infrastructure Costs for Private Development of Public Infrastructure Within the Tax Increment Reinvestment Zone Number One of the City of Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-March 17, 2022

Department: Economic Development

Staff Contact: Susan Cates

SUMMARY STATEMENT:

The Brenham City Council established Tax Increment Reinvestment Zone Number One (TIRZ) on December 20, 2018. The purpose of the TIRZ is to utilize Tax Increment Financing to fund Public Improvements within the boundaries of the TIRZ in order to enhance the value of all taxable real property in the TIRZ as a general benefit to the City.

Private development of public infrastructure by private landowners benefitting the TIRZ may facilitate development that enhances the value of taxable real property within the TIRZ. Therefore, the City seeks to establish guidelines for reimbursement from the Tax Increment revenues generated by projects within the TIRZ for infrastructure costs for public improvements incurred by private developers when the public improvements enhance the value of all taxable real property in the TIRZ and are of general benefit to the City.

ATTACHMENTS:

(1) Resolution
(2) TIRZ Guidelines

RECOMMENDED ACTION:

Approve Resolution No. R-22-015 adopting a policy for reimbursement of qualified infrastructure costs for private development of public infrastructure within the Tax Increment Reinvestment Zone Number One of the City of Brenham, Texas and authorize the Mayor to execute any necessary documentation.

RESOLUTION NO. R-22-015

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRENHAM, TEXAS ADOPTING A POLICY FOR THE REIMBURSEMENT OF QUALIFIED INFRASTRUCURE COSTS FOR PRIVATE DEVELOPMENT OF PUBLIC INFRASTRUCTURE WITHIN THE TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF BRENHAM, TEXAS

WHEREAS, pursuant to Chapter 311 of the Texas Tax Code, the City Council (the "Council") of the City of Brenham, Texas (the "City") established Tax Increment Reinvestment Zone Number One, City of Brenham, Texas (the "Zone") on December 20, 2018; and

WHEREAS, the purpose of the Zone is to utilize Tax Increment Financing to fund Public Improvements within the boundaries of the Zone; and

WHEREAS, in establishing the Zone, the Council determined that the public improvements to be funded by Tax Increment Financing will significantly enhance the value of all taxable real property in the Zone and will be of general benefit to the City; and

WHEREAS, the Council expanded the Zone and approved a Final Project and Finance Plan for the Zone on December 5, 2019; and

WHEREAS, it is in the best interest of the City of Brenham to promote the development of public infrastructure by adopting guidelines for reimbursement of qualified infrastructure costs for private development within the Zone;

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

Section 1: The findings set forth hereinabove are incorporated into the body of this Resolution as if fully set forth herein.

Section 2: That Council hereby adopts the policy for the reimbursement of qualified infrastructure costs for private development within the Zone attached hereto as "Exhibit A" and incorporated herein for all pertinent purposes.

Section 3: That the policy shall be in full force immediately upon its passage and approval, and shall supersede any prior existing policies in conflict with the terms and provisions of the policy set forth in Exhibit "A."

PASSED and **APPROVED** this 17th day of March, 2022.

____
Milton Y. Tate, Jr.
Mayor

ATTEST:

____
Jeana Bellinger, TRMC, CMC
City Secretary

POLICY FOR THE REIMBURSEMENT OF QUALIFIED INFRASTRUCTURE COSTS FOR PRIVATE DEVELOPMENT OF PUBLIC INFRASTRUCTURE WITHIN TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF BRENHAM, TEXAS

SECTION 1
PURPOSE OF THE POLICY

Pursuant to Chapter 311 of the Texas Tax Code, the City Council of the City of Brenham established Tax Increment Reinvestment Zone Number One, City of Brenham, Texas ("TIRZ") on December 20, 2018. The purpose of the TIRZ is to utilize Tax Increment Financing to fund Public Improvements within the boundaries of the TIRZ in order to enhance the value of all taxable real property in the TIRZ and as a general benefit to the City.

The City Council passed and approved the Final Project and Finance Plan for the TIRZ on December 5, 2019. Section 15 of the Final Project and Finance Plan establishes Economic Development Programs as a valid use of Tax Increment funds in the TIRZ to incentivize the development of public improvements necessary to the growth of commercial enterprises in undeveloped or underdeveloped areas within the TIRZ.

Private development of public infrastructure benefitting the TIRZ may facilitate development that enhances the value of taxable real property within the TIRZ. Therefore, the City seeks to establish guidelines for reimbursement from the Tax Increment revenues generated by projects within the TIRZ for infrastructure costs for public improvements incurred by private developers when the public improvements enhance the value of all taxable real property in the TIRZ and are of general benefit to the City.

SECTION 2
DEFINITIONS

- AGREEMENT – A Chapter 380 Agreement between the City and a Developer pertaining to the reimbursement of Qualified Infrastructure Costs for a Project
- BOARD – The Board of Directors of Tax Increment Reinvestment Zone Number One, City of Brenham, Texas
- CHAPTER 380 – Chapter 380 of the Texas Local Government Code which authorizes cities to make loans or grants of public funds, as well as provide for other programs and incentives, for the purpose of promoting economic development and stimulating business and commercial activity within the City
- CITY – The City of Brenham, Texas

- COUNCIL – The City Council of the City of Brenham, Texas
- DEVELOPER – Private landowner developing commercial real property within the TIRZ and seeking Qualified Infrastructure reimbursement under the Policy
- POLICY – This Policy for the Reimbursement of Qualified Infrastructure Costs for Private Development of Public Infrastructure within the TIRZ
- PROJECT – Commercial development of undeveloped or underdeveloped land for which the Developer is seeking reimbursement for Qualified Infrastructure Costs
- QUALIFIED INFRASTRUCTURE COSTS – Costs incurred for infrastructure that, as described in the application for TIRZ reimbursement, has been constructed, and proof of payment of such costs has been provided to the City
- TAX INCREMENT – The portion of City ad valorem revenue attributable to new development in the TIRZ deposited into the Tax Increment fund (also sometimes referred to herein as the "TIRZ fund"), calculated as fifty percent (50%) of the City's ad valorem tax rate in the base year (2019) of the TIRZ, or $0.257 per $100 valuation.
- TIRZ – Tax Increment Reinvestment Zone Number One, City of Brenham, Texas

SECTION 3
TERMS FOR REIMBURSEMENT

1. This Policy applies to Chapter 380 Agreements between the City and Developers for projects located within and/or benefitting the TIRZ, and in no way constrains other funds appropriated for public projects as authorized by the City.

2. Only Tax Increment revenues generated by a Project within the TIRZ will be allocated for reimbursement pursuant to a Chapter 380 Agreement with the Developer of the same Project, with the subject real property clearly identified in the Agreement.

3. To be eligible for reimbursement using TIRZ funds, the Board must review a proposed Project and approve the Project as eligible for reimbursement prior to the commencement of work on the Project.

4. Board approval of a Project as eligible for reimbursement using TIRZ funds is made based on the merits of the Project in relation to the enhancement of the value of all taxable real property in the TIRZ and as a general benefit to the City. Board approval of a "similar" Project does not obligate the Board for future Projects.

5. An "Opinion of Probable Cost" prepared by a licensed Professional Engineer must be submitted with the application for reimbursement using TIRZ funds.

6. Only Projects built to City standards are eligible for reimbursement using TIRZ funds. Additional aesthetic or design elements will be considered on a case-by-case basis.

7. After the Board has reviewed a Developer's application for reimbursement, the Board will make a recommendation to the Council regarding the City and Developer entering into a Chapter 380 Agreement.

8. Qualified Infrastructure Costs will be calculated and reimbursed according to the following chart:

WCAD Appraised Value of Property After Development	Infrastructure Reimbursement as an Actual Percent of WCAD Appraised Value of Property	Maximum Infrastructure Reimbursement Cap
$25,000,000 - $50,000,000	4%	$2,000,000
$50,000,001 - $100,000,000	6%	$6,000,000
>$100,000,000	8%	$10,000,000

9. Reimbursement for Qualified Infrastructure Costs shall comply with the following terms and conditions:
    a. No reimbursement shall be made in the calendar year that the Agreement is executed. Year One of the Agreement is the subsequent calendar year.
    b. Year 1-10: 100% of Tax Increment collected from the Project
    c. Year 11-20: 75% of the Tax Increment collected from the Project
    d. No Agreement term shall exceed twenty (20) years.
    e. No Agreement term shall extend past the expiration date of the TIRZ, said date being December 31, 2048.
    f. Notwithstanding any term of years stated in the Agreement, the Agreement shall automatically terminate immediately upon the Developer's receipt of total reimbursement payments equal to the lesser amount of the Qualified Infrastructure Costs or the Maximum Infrastructure Reimbursement Cap.

10. The total amount of reimbursement for Qualified Infrastructure Costs paid to a Developer shall not exceed the amount the Project has generated in Tax Increment paid into the TIRZ fund. It is anticipated that the Qualified Infrastructure Costs will be incurred in the initial years of the Chapter 380 Agreement and will be reimbursed to the Developer as Tax Increment revenues generated by the Project are accumulated in the Tax Increment Fund.

11. There shall be no financial obligation for further reimbursement or other payment to the Developer by the City or the Board exceeding the Maximum Infrastructure Reimbursement Cap or the maximum reimbursement years established by this Policy and memorialized within the Chapter 380 Agreement. This Policy in no way limits the ability of the City to approve other incentive programs or enter into other economic development incentive agreements with the Developer or in regard to other projects located on the same parcel(s) of land.

SECTION 4
INFRASTRUCTURE COSTS ALLOWABLE FOR REIMBURSEMENT

1. Subject to compliance with all applicable provisions of this Policy, infrastructure costs incurred in the following categories are eligible for reimbursement to a Developer from the TIRZ fund:
    a. Streets, roads, parking or other transportation improvements for motor vehicles;
    b. Delivery infrastructure for City water supply;
    c. Infrastructure for City wastewater system;
    d. Drainage and stormwater detention or retention infrastructure;
    e. Trails, paths, or sidewalks for public pedestrian travel; and
    f. Public recreational amenities and gathering spaces.

2. Infrastructure costs must be shown to support the one or more of the following goals of the City as outlined in the City's Comprehensive Plan "Historic Past, Bold Future Plan 2040," as adopted September 19, 2019:
    a. Goal EO1: An expanded retail base and mix within Brenham, to increase local spending, increase City revenues and respond to residents' desire for more varied shopping opportunities.
    b. Goal EO2: Recognition of the essential role of housing in economic development and the need to have adequate supply and mix of housing for employees.
    c. Goal EO4: A diversified local economy as Brenham continues to attract new businesses while retaining and growing existing businesses.
    d. Goal GLUD1: An increased housing supply within the City limits, capturing an increased amount of county and regional growth within the City.
    e. Goal GLUD2: A wider variety of housing types available within the City, including rental options and options affordable across the income spectrum and for various "life cycle" stages.
    f. GLUD5: The City grows in logical areas and in a manner that supports the fiscal sustainability of the City into the future including through infill development.
    g. GLUD6: Aged commercial corridors experience redevelopment and revitalization, providing increased retail and entertainment options within the City.
    h. Goal GC3: A growth pattern that provides for the long-term financial sustainability of the City, balancing infrastructure investment and other public service needs of new development with reinvestment/rehabilitation needs of existing development areas.
    i. Goal T1: Improved traffic flow, safety and crosstown connectivity.
    j. Goal T2: Increased opportunities for Brenham's residents and visitors to safely walk and bike within the City, whether for work, shopping or recreation.
    k. Goal T3: A street system that is in good repair and is safe and inviting for all users (vehicles, bicyclists, and pedestrians), utilizing the "Complete Streets" concept whenever feasible.
    l. Goal PR1: A continued provision of high-quality park space and recreational programming to meet the needs of residents and visitors.

m. Goal PR2: An emphasis on Brenham's natural, historic, recreational, and cultural assets in marketing and economic development efforts.
n. Goal PR3: A renewed focus on pedestrian and bicyclist access and safety within the City, including connecting to park and recreation sites, via trails, sidewalks, and on-street bicycle facilities.

3. Only infrastructure costs that have been incurred by the Developer and submitted to the Board with proof of payment may be reimbursed from TIRZ funds. Costs may include the cost of:
    a. Design;
    b. Engineering;
    c. Surveying;
    d. Materials;
    e. Labor; and
    f. Final Inspection.

    Costs that are approved by the Board with proof of payment provided by the Developer are then considered Qualified Infrastructure Costs.

4. Qualified Infrastructure must be completed within the first ten (10) years of the Agreement. Proof of payment for Qualified Infrastructure Costs must be submitted to the City no later than December 31st of year eleven (11) of the Agreement. No further Qualified Infrastructure Costs under the Agreement will be included in the reimbursement total after this submittal deadline.

5. It is the sole responsibility of the Developer to submit proof of payment for Qualified Infrastructure Costs. Proof of payment of said Qualified Infrastructure Costs by the Developer must be submitted to the City within twelve (12) months of the date of payment.

6. The City will remit reimbursement to the Developer on an annual basis no later than February 15th of the subsequent calendar year, or upon Developer's payment of ad valorem property taxes, whichever is later.

Regular City Council
AGENDA ITEM 8.

Agenda Item: **Discuss and Possibly Act Upon the Approval of a Memorandum of Understanding Between the City of Brenham and Market Square, LP and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-March 17, 2022

Department: Economic Development

Staff Contact: Susan Cates

SUMMARY STATEMENT:

The City of Brenham established Tax Increment Reinvestment Zone Number One, City of Brenham (TIRZ) pursuant to Chapter 311 of the Texas Tax Code on December 20, 2018. The purpose of the TIRZ is to utilize Tax Increment Financing to fund public improvements within the TIRZ that significantly enhance the value of all taxable real property in the TIRZ and as a general benefit to the City. Section 15 of the Final Project and Finance Plan of the TIRZ establishes Economic Development Programs as a valid use of funds in the Zone to incentivize the development of public improvements necessary to the growth of commercial enterprises in undeveloped or underdeveloped areas within the TIRZ.

Market Square is a proposed 51-acre mixed use development that will include multi-family residential, commercial, retail, hospitality, and restaurant properties which will positively impact the ad valorem tax revenue, hotel occupancy tax revenue, and sales tax revenue of the City of Brenham.

This Memorandum of Understanding (MOU) is intended to establish the basis for a Chapter 380 Agreement between the City and Market Square for reimbursement of Qualified Infrastructure Costs to the Developer as outlined in the Policy presented to City Council in Agenda Item 7. This MOU will allow the Developer to proceed with infrastructure construction while the Chapter 380 Agreement is memorialized for Council's consideration.

ATTACHMENTS:

(1) MOU for Brenham Market Square
(2) Exhibit A to MOU

RECOMMENDED ACTION:

Approve a Memorandum of Understanding between the City of Brenham and Market Square, LP and authorize the Mayor to execute any necessary documentation.

MEMORANDUM OF UNDERSTANDING
between
THE CITY OF BRENHAM, TEXAS
and
BRENHAM MARKET SQUARE, LP

THIS MEMORANDUM OF UNDERSTANDING ("MOU") SETS FORTH THE TERMS AND UNDERSTANDING BETWEEN THE CITY OF BRENHAM, A TEXAS HOME-RULE MUNICIPAL CORPORATION LOCATED IN WASHINGTON COUNTY, STATE OF TEXAS ("CITY") AND BRENHAM MARKET SQUARE, A TEXAS LIMITED PARTNERSHIP LOCATED AT 1722 BROADMOOR DRIVE, SUITE 212, BRYAN TEXAS ("MARKET SQUARE") AND IS INTENDED TO ESTABLISH THE BASIS FOR A CHAPTER 380 AGREEMENT REGARDING REIMBURSEMENT OF QUALIFIED PUBLIC INFRASTRUCTURE COSTS WITHIN A PRIVATE DEVELOPMENT LOCATED WITHIN TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF BRENHAM, TEXAS.

I. Background

1. The City of Brenham established Tax Increment Reinvestment Zone Number One, City of Brenham (TIRZ) pursuant to Chapter 311 of the Texas Tax Code on December 20, 2018.
2. The purpose of the TIRZ is to utilize Tax Increment Financing to fund public improvements within the TIRZ that significantly enhance the value of all taxable real property in the TIRZ and as a general benefit to the City.
3. Section 15 of the Final Project and Finance Plan of the TIRZ establishes Economic Development Programs as a valid use of funds in the Zone to incentivize the development of public improvements necessary to the growth of commercial enterprises in undeveloped or underdeveloped areas within the TIRZ.
4. The City adopted by Resolution R-2022-000 the "Policy for the Reimbursement of Qualified Infrastructure Costs for Private Development of Public Infrastructure within Tax Increment Reinvestment Zone Number One, City of Brenham, Texas" ("Policy") on March 17, 2022
5. Market Square is a proposed 51-acre mixed use development ("Project") that will include multi-family residential, commercial, retail, hospitality, and restaurant properties which will positively impact the ad valorem tax revenue, hotel occupancy tax revenue, and sales tax revenue of the City of Brenham.
6. The Market Square development will provide additional residential options for Brenham citizens. Further, it is anticipated that this commercial development will mitigate retail leakage to adjacent communities and attract visitors to our community for shopping, dining, and hotel stays.

7. Market Square anticipates the total property value of the fully developed Project to be in excess of $133,850,000.
8. It is necessary to build infrastructure to support the development of the Market Square Project. The infrastructure will include water, wastewater, roads, and drainage. The estimated cost of the infrastructure is $7,500,914.

II. Purpose

This MOU is intended to establish the basis for a Chapter 380 Agreement between the City and Market Square for reimbursement of Qualified Infrastructure Costs to the Developer as outlined in the Policy attached hereto as Exhibit "A" and incorporated herein for all pertinent purposes.

III. Terms

1. Based on the application for Economic Development Incentives and the Opinion of Probable Cost for public infrastructure, it is estimated that $7,259,539.00 is the amount of Qualified Infrastructure Costs to be incurred in development of the Project.
2. The estimated appraised value of the land tract including Washington County Appraisal District tracts R20290, R67212, R24715, R67801, R20315, and R20322 as fully developed will be greater than $100,000,000. Therefore, 8% of the appraised value of the property value can be reimbursed for Qualified Infrastructure Costs. The maximum Qualified Infrastructure Reimbursement for this Project is $10,000,000.
3. Only Tax Increment revenues generated by the properties listed in Section III (2) herein above may be used to fund the reimbursement to Market Square for this Project.
4. Notwithstanding Section 3.3 of the Policy, due to current time constraints, Market Square may proceed with the construction of public infrastructure associated with the Project, and such commencement of construction will not cause such public infrastructure to be deemed ineligible for reimbursement as Qualified Infrastructure Costs pursuant to the Policy. The reimbursement will be paid as revenues are received annually into the TIRZ fund. At no time will reimbursement exceed the funds generated by the Project.
5. Reimbursement for Qualified Infrastructure Costs may commence in 2023 – Year One. In years one through ten (1-10) 100% of the increment generated by the Project may be used to reimburse Qualified Infrastructure Costs for which proof of payment has been received and approved by the TIRZ Board. In years eleven through twenty (11-20) 75% of the increment generated by the Project may be used to reimburse Qualified Infrastructure Costs for which proof of payment has been received and approved by the TIRZ Board.
6. The Chapter 380 Agreement will terminate: 1) after the reimbursement for year twenty (20) has been made by the City to Market Square; 2) upon Market Square's receipt of total reimbursement payments equal to the amount of the Qualified Infrastructure Costs; or 3) upon Market Square's receipt of total reimbursement payments equal to the amount of the Maximum Infrastructure Reimbursement Cap; whichever occurs first.

7. Should the appraised value of the developed Project not meet the projections, the maximum value of the reimbursement will be adjusted.

IV. Reporting

1. It is the responsibility of Market Square to submit proof of payment for all Qualified Infrastructure Costs that are eligible for reimbursement within one (1) year of payment to the contractor or supplier. Receipts submitted to the TIRZ Board after one (1) year will no longer be considered allowable costs for reimbursement.

V. Duration

1. This MOU shall become effective upon signature by the authorized representatives of the City and Market Square and will remain in effect until modified or terminated by either party. This MOU may be terminated without cause, at any time, by either party by providing written notice to the other party.
2. This MOU shall automatically terminate on the earlier to occur of 1) the effective date of a Chapter 380 Agreement between the City and Market Square; or 2) June 30, 2022.
3. Notwithstanding any provision of this MOU, it is expressly understood and agreed that this MOU is intended to be a preliminary expression of intent between the City and Market Square and shall not constitute and is not intended to be a legally binding agreement. This MOU does not obligate the City or Market Square to undertake any act, refrain from taking any act, or otherwise bind the City or Market Square in any manner. Neither party shall have any legal or other obligation to the other with respect to the terms provided herein until both parties have executed a definitive Chapter 380 Agreement.

VI. Contact Information

City of Brenham
Milton Y. Tate, Jr.
Mayor
P.O. Box 1059
Brenham, TX 77834-1059

With Copies to:

Cary L. Bovey
Bovey & Cochran, PLLC
2251 Double Creek Dr., Suite 204
Round Rock, TX 78664

____
Milton Y. Tate, Jr
Mayor

____
Date

ATTEST:

____
Jeana Bellinger, TRMC, CMC
City Secretary

Brenham Market Square, LP
Paul Leventis
President
1722 Broadmoor Drive, Suite 212
Bryan, TX 77802

With Copies to:
Chris Peterson
Peterson Law Group
416 Tarrow Street
College Station, TX 77840

____
Paul Leventis
President

____
Date

POLICY FOR THE REIMBURSEMENT OF QUALIFIED INFRASTRUCTURE COSTS FOR PRIVATE DEVELOPMENT OF PUBLIC INFRASTRUCTURE WITHIN TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF BRENHAM, TEXAS

SECTION 1
PURPOSE OF THE POLICY

Pursuant to Chapter 311 of the Texas Tax Code, the City Council of the City of Brenham established Tax Increment Reinvestment Zone Number One, City of Brenham, Texas ("TIRZ") on December 20, 2018. The purpose of the TIRZ is to utilize Tax Increment Financing to fund Public Improvements within the boundaries of the TIRZ in order to enhance the value of all taxable real property in the TIRZ and as a general benefit to the City.

The City Council passed and approved the Final Project and Finance Plan for the TIRZ on December 5, 2019. Section 15 of the Final Project and Finance Plan establishes Economic Development Programs as a valid use of Tax Increment funds in the TIRZ to incentivize the development of public improvements necessary to the growth of commercial enterprises in undeveloped or underdeveloped areas within the TIRZ.

Private development of public infrastructure benefitting the TIRZ may facilitate development that enhances the value of taxable real property within the TIRZ. Therefore, the City seeks to establish guidelines for reimbursement from the Tax Increment revenues generated by projects within the TIRZ for infrastructure costs for public improvements incurred by private developers when the public improvements enhance the value of all taxable real property in the TIRZ and are of general benefit to the City.

SECTION 2
DEFINITIONS

- AGREEMENT – A Chapter 380 Agreement between the City and a Developer pertaining to the reimbursement of Qualified Infrastructure Costs for a Project
- BOARD – The Board of Directors of Tax Increment Reinvestment Zone Number One, City of Brenham, Texas
- CHAPTER 380 – Chapter 380 of the Texas Local Government Code which authorizes cities to make loans or grants of public funds, as well as provide for other programs and incentives, for the purpose of promoting economic development and stimulating business and commercial activity within the City
- CITY – The City of Brenham, Texas

- COUNCIL – The City Council of the City of Brenham, Texas
- DEVELOPER – Private landowner developing commercial real property within the TIRZ and seeking Qualified Infrastructure reimbursement under the Policy
- POLICY – This Policy for the Reimbursement of Qualified Infrastructure Costs for Private Development of Public Infrastructure within the TIRZ
- PROJECT – Commercial development of undeveloped or underdeveloped land for which the Developer is seeking reimbursement for Qualified Infrastructure Costs
- QUALIFIED INFRASTRUCTURE COSTS – Costs incurred for infrastructure that, as described in the application for TIRZ reimbursement, has been constructed, and proof of payment of such costs has been provided to the City
- TAX INCREMENT – The portion of City ad valorem revenue attributable to new development in the TIRZ deposited into the Tax Increment fund (also sometimes referred to herein as the "TIRZ fund"), calculated as fifty percent (50%) of the City's ad valorem tax rate in the base year (2019) of the TIRZ, or $0.257 per $100 valuation.
- TIRZ – Tax Increment Reinvestment Zone Number One, City of Brenham, Texas

SECTION 3
TERMS FOR REIMBURSEMENT

1. This Policy applies to Chapter 380 Agreements between the City and Developers for projects located within and/or benefitting the TIRZ, and in no way constrains other funds appropriated for public projects as authorized by the City.

2. Only Tax Increment revenues generated by a Project within the TIRZ will be allocated for reimbursement pursuant to a Chapter 380 Agreement with the Developer of the same Project, with the subject real property clearly identified in the Agreement.

3. To be eligible for reimbursement using TIRZ funds, the Board must review a proposed Project and approve the Project as eligible for reimbursement prior to the commencement of work on the Project.

4. Board approval of a Project as eligible for reimbursement using TIRZ funds is made based on the merits of the Project in relation to the enhancement of the value of all taxable real property in the TIRZ and as a general benefit to the City. Board approval of a "similar" Project does not obligate the Board for future Projects.

5. An "Opinion of Probable Cost" prepared by a licensed Professional Engineer must be submitted with the application for reimbursement using TIRZ funds.

6. Only Projects built to City standards are eligible for reimbursement using TIRZ funds. Additional aesthetic or design elements will be considered on a case-by-case basis.

7. After the Board has reviewed a Developer's application for reimbursement, the Board will make a recommendation to the Council regarding the City and Developer entering into a Chapter 380 Agreement.

8. Qualified Infrastructure Costs will be calculated and reimbursed according to the following chart:

WCAD Appraised Value of Property After Development	Infrastructure Reimbursement as an Actual Percent of WCAD Appraised Value of Property	Maximum Infrastructure Reimbursement Cap
$25,000,000 - $50,000,000	4%	$2,000,000
$50,000,001 - $100,000,000	6%	$6,000,000
>$100,000,000	8%	$10,000,000

9. Reimbursement for Qualified Infrastructure Costs shall comply with the following terms and conditions:
   a. No reimbursement shall be made in the calendar year that the Agreement is executed. Year One of the Agreement is the subsequent calendar year.
   b. Year 1-10: 100% of Tax Increment collected from the Project
   c. Year 11-20: 75% of the Tax Increment collected from the Project
   d. No Agreement term shall exceed twenty (20) years.
   e. No Agreement term shall extend past the expiration date of the TIRZ, said date being December 31, 2048.
   f. Notwithstanding any term of years stated in the Agreement, the Agreement shall automatically terminate immediately upon the Developer's receipt of total reimbursement payments equal to the lesser amount of the Qualified Infrastructure Costs or the Maximum Infrastructure Reimbursement Cap.

10. The total amount of reimbursement for Qualified Infrastructure Costs paid to a Developer shall not exceed the amount the Project has generated in Tax Increment paid into the TIRZ fund. It is anticipated that the Qualified Infrastructure Costs will be incurred in the initial years of the Chapter 380 Agreement and will be reimbursed to the Developer as Tax Increment revenues generated by the Project are accumulated in the Tax Increment Fund.

11. There shall be no financial obligation for further reimbursement or other payment to the Developer by the City or the Board exceeding the Maximum Infrastructure Reimbursement Cap or the maximum reimbursement years established by this Policy and memorialized within the Chapter 380 Agreement. This Policy in no way limits the ability of the City to approve other incentive programs or enter into other economic development incentive agreements with the Developer or in regard to other projects located on the same parcel(s) of land.

SECTION 4
INFRASTRUCTURE COSTS ALLOWABLE FOR REIMBURSEMENT

1. Subject to compliance with all applicable provisions of this Policy, infrastructure costs incurred in the following categories are eligible for reimbursement to a Developer from the TIRZ fund:
    a. Streets, roads, parking or other transportation improvements for motor vehicles;
    b. Delivery infrastructure for City water supply;
    c. Infrastructure for City wastewater system;
    d. Drainage and stormwater detention or retention infrastructure;
    e. Trails, paths, or sidewalks for public pedestrian travel; and
    f. Public recreational amenities and gathering spaces.

2. Infrastructure costs must be shown to support the one or more of the following goals of the City as outlined in the City's Comprehensive Plan "Historic Past, Bold Future Plan 2040," as adopted September 19, 2019:
    a. Goal EO1: An expanded retail base and mix within Brenham, to increase local spending, increase City revenues and respond to residents' desire for more varied shopping opportunities.
    b. Goal EO2: Recognition of the essential role of housing in economic development and the need to have adequate supply and mix of housing for employees.
    c. Goal EO4: A diversified local economy as Brenham continues to attract new businesses while retaining and growing existing businesses.
    d. Goal GLUD1: An increased housing supply within the City limits, capturing an increased amount of county and regional growth within the City.
    e. Goal GLUD2: A wider variety of housing types available within the City, including rental options and options affordable across the income spectrum and for various "life cycle" stages.
    f. GLUD5: The City grows in logical areas and in a manner that supports the fiscal sustainability of the City into the future including through infill development.
    g. GLUD6: Aged commercial corridors experience redevelopment and revitalization, providing increased retail and entertainment options within the City.
    h. Goal GC3: A growth pattern that provides for the long-term financial sustainability of the City, balancing infrastructure investment and other public service needs of new development with reinvestment/rehabilitation needs of existing development areas.
    i. Goal T1: Improved traffic flow, safety and crosstown connectivity.
    j. Goal T2: Increased opportunities for Brenham's residents and visitors to safely walk and bike within the City, whether for work, shopping or recreation.
    k. Goal T3: A street system that is in good repair and is safe and inviting for all users (vehicles, bicyclists, and pedestrians), utilizing the "Complete Streets" concept whenever feasible.
    l. Goal PR1: A continued provision of high-quality park space and recreational programming to meet the needs of residents and visitors.

m. Goal PR2: An emphasis on Brenham's natural, historic, recreational, and cultural assets in marketing and economic development efforts.
n. Goal PR3: A renewed focus on pedestrian and bicyclist access and safety within the City, including connecting to park and recreation sites, via trails, sidewalks, and on-street bicycle facilities.

3. Only infrastructure costs that have been incurred by the Developer and submitted to the Board with proof of payment may be reimbursed from TIRZ funds. Costs may include the cost of:
    a. Design;
    b. Engineering;
    c. Surveying;
    d. Materials;
    e. Labor; and
    f. Final Inspection.

    Costs that are approved by the Board with proof of payment provided by the Developer are then considered Qualified Infrastructure Costs.

4. Qualified Infrastructure must be completed within the first ten (10) years of the Agreement. Proof of payment for Qualified Infrastructure Costs must be submitted to the City no later than December 31st of year eleven (11) of the Agreement. No further Qualified Infrastructure Costs under the Agreement will be included in the reimbursement total after this submittal deadline.

5. It is the sole responsibility of the Developer to submit proof of payment for Qualified Infrastructure Costs. Proof of payment of said Qualified Infrastructure Costs by the Developer must be submitted to the City within twelve (12) months of the date of payment.

6. The City will remit reimbursement to the Developer on an annual basis no later than February 15th of the subsequent calendar year, or upon Developer's payment of ad valorem property taxes, whichever is later.

Regular City Council
AGENDA ITEM 9.

Agenda Item: **Discuss and Possibly Act Upon Resolution No. R-22-016 Authorizing the Termination of the "Agreement Providing for Subdivision Regulation by the Municipality Within the Extraterritorial Jurisdiction (ETJ) of the Municipality" Between the City of Brenham and Washington County and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-March 17, 2022

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

The City of Brenham and Washington County entered into an Interlocal Agreement ("ILA") in 2002 for the purpose of assigning authority for the review and approval of subdivision plats within the Brenham Extra-Territorial Jurisdiction (ETJ). When the ILA was entered into by the City and County in 2002, the City's authority to annex property was significantly different than the constraints in place today.

During the Council meeting on September 16th, 2021 the Council discussed the current ILA and directed staff to coordinate with Washington County Commissioners and Staff to draft a new ILA that accounts for the City's limited ability to annex property. A point of discussion during the Council meeting was that the City's subdivision standards should not apply to property that will likely not be annexed into the Brenham City limits. City Staff worked alongside Commissioner Kirk Hannath and with the County Engineer to prepare a new ILA that establishes the following:

1. City as the authority of subdivision regulation only on property included on the City's adopted annexation plan
2. Properties not included on the annexation plan and located in the City's ETJ will be reviewed and approved through the Washington County Commissioners Court and would not be reviewed by the Development Services Department or the Planning and Zoning Commission

Before a new ILA can be adopted, the termination of the existing ILA must be considered and approved by Council. Attached please find the proposed resolution to terminate the existing ILA. As a companion item, please see agenda item number 12 which includes the proposed ILA establishing the new policies and reviewal entity for subdivision plats in the ETJ.

On March 8th, 2022 the Washington County Commissioners Court met and considered a termination resolution and the proposed ILA to re-establish subdivision regulation in the ETJ. The Commissioners Court unanimously voted to approve the termination of the 2002 ILA and unanimously voted to approve the proposed ILA. Following Council consideration and approval, staff will coordinate signatures by both entities.

Staff recommends approval of the resolution to terminate the ILA from 2002 due to changes in state law regarding annexation.

ATTACHMENTS:

(1) Resolution to Terminate ILA Establishing Subdivision Authority in ETJ
(2) Exhibit A

RECOMMENDED ACTION:

Approve Resolution No. R-22-016 authorizing the termination of the 'Agreement Providing for Subdivision Regulation by the Municipality Within the Extraterritorial Jurisdiction (ETJ) of the Municipality' between the City of Brenham and Washington County and authorize the Mayor to execute any necessary documentation.

RESOLUTION NO. R-22-016

A RESOLUTION PROVIDING FOR THE TERMINATION OF AN INTERLOCAL AGREEMENT BETWEEN WASHINGTON COUNTY AND THE CITY OF BRENHAM FOR THE MANAGEMENT OF SUBDIVISION REGULATION FOR PROPERTY LOCATED IN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BRENHAM

WHEREAS, on April 4, 2002, the City of Brenham entered into an Interlocal Agreement ("ILA"), attached hereto as "Exhibit A", with Washington County for the purposes of assigning authority for the review and approval of subdivision plats within the Brenham Extraterritorial Jurisdiction ("ETJ");

WHEREAS, the County and City mutually agree that due to changes in state law regarding annexation, the 2002 ILA should be terminated and replaced with a new Agreement in accordance with the provisions set forth in Chapter 242 of the Texas Local Government Code;

WHEREAS, on September 16, 2021, the City Council directed staff to notify the County of its intent to terminate the 2002 ILA and begin drafting a new Agreement;

WHEREAS, on September 30th, 2021, the City formally notified the County of its intent to terminate the 2002 ILA and enter into a new Agreement;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Brenham, Texas that the existing Interlocal Agreement with Washington County for the management of subdivision regulation be terminated. The City Secretary is directed to provide written notice to Washington County regarding the City's termination of this Interlocal Agreement.

PASSED AND APPROVED on this the 17th day of March, 2022.

____
Milton Y. Tate, Jr.
Mayor

ATTEST:

____
Jeana Bellinger, TRMC
City Secretary

AGREEMENT PROVIDING FOR SUBDIVISION REGULATION BY THE MUNICIPALITY WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE MUNICIPALITY.

This Agreement is made by and between City of Brenham, A municipality located within Washington County, Texas (hereinafter "the City") and Washington County, Texas, a political subdivision of the State of Texas (hereinafter "the County"), as required by Section 242.001 of the Texas Local Government Code.

1. RECITALS

WHEREAS, the regulation of subdivisions of property is a governmental function as set forth in Chapters 212 and 232 of the Texas Local Government Code; and

WHEREAS, pursuant to Chapter 212 of the Texas Local Government Code, the City has statutory authority to adopt rules governing plats and subdivisions of land both within the limits and in the extraterritorial jurisdiction of the municipality; and

WHEREAS, pursuant to Chapter 232 of the Texas Local Government Code, the County has statutory authority to adopt rules governing plats and subdivisions of land in the areas of the county lying outside the limits of a municipality, including the area within the extraterritorial jurisdiction of a municipality; and

WHEREAS, Chapter 242 of the Texas Local Government Code prohibits requiring a person who intends to subdivide land within the extraterritorial jurisdiction of a municipality to submit plats to and obtain related permits from both the municipality and the county; and

WHEREAS, Chapter 242 of the Texas Local Government Code further requires certain counties and municipalities to execute a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction;

The parties to this Agreement hereby agree as follows:

2. AGREEMENT

2.1 The County and the City agree that the City is hereby authorized to exercise exclusive jurisdiction to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction of the City.

2.2 In consideration of this agreement, the City agrees that it will provide the County with a copy of all current rules and regulations applicable to subdivision of property within the City's extraterritorial jurisdiction, and further agrees that, if it amends any rule or regulation pertaining to subdivision of property within its extraterritorial jurisdiction, it will provide a copy of the amended rule or regulation to the County.

2.3 In further consideration of this agreement, the City agrees that, if it receives any application or request for variance or exception to a rule or regulation applicable to subdivision of property within its extraterritorial jurisdiction, it will give notice of the application or request to the County and provide the County an opportunity to comment on the application or request before consideration of the application or request.

2.4 As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's extraterritorial jurisdiction;

2.5 The City specifically agrees that, because it desires to have the authority to regulate subdivisions within the ETJ of the City, the authority to do so is adequate consideration for the performance of its obligations under this agreement.

2.6 The County agrees that, because it does not desire the responsibility of regulating subdivision development within the ETJ, being relieved of this responsibility is adequate consideration for its relinquishing of any statutory right to do so.

2.7 This agreement does not extend the liability of the parties. Neither the City nor the County waives any immunity or defenses available to it against claims made by third parties.

3. TERM OF AGREEMENT

The term of this agreement is for one year from the date of execution, after which the agreement will renew automatically for another term unless terminated. Either party to this agreement may terminate the agreement at the end of any term without cause by notifying the other party not later than 45 days prior to the end of the term. However, both parties understand and agree that the right to terminate this agreement does not avoid the statutory duty of the County and City to have a written agreement providing for subdivision regulation within the City's extraterritorial jurisdiction.

IN WITNESS WHEREOF, the governing bodies of both the County and the City have approved and adopted this Agreement and have caused this Agreement to be executed. It shall become effective upon the date that both parties have signed this Agreement.

AGREED to and ADOPTED by the Commissioners Court of Washington County, Texas on the 26th day of March, 2002.

Dorothy Morgan
For the County

AGREED to and ADOPTED by governing body of Brenham on the 4 day of April, 2002:

Walter Schwar
For the City

Regular City Council
AGENDA ITEM 10.

Agenda Item: **Discuss and Possibly Act Upon an Interlocal Agreement Between the City of Brenham and the Washington County for the Provision of Subdivision Standards and Regulations within the Extraterritorial Jurisdiction (ETJ) of the City of Brenham, Texas and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-March 17, 2022

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

The City of Brenham and Washington County entered into an Interlocal Agreement ("ILA") in 2002 for the purpose of assigning authority for the review and approval of subdivision plats within the Brenham Extra-Territorial Jurisdiction (ETJ). When the ILA was entered into by the City and County in 2002 the City's authority to annex property was significantly different than the constraints in place today.

During the Council meeting on September 16th, 2021 the Council discussed the current ILA and directed staff to coordinate with Washington County Commissioners and Staff to draft a new ILA that accounts for the City's limited ability to annex property. A point of discussion during the Council meeting was that the City's subdivision standards should not apply to property that will likely not be annexed into the Brenham City limits. City Staff worked alongside Commissioner Kirk Hannath and with the County Engineer to prepare a new ILA that establishes the following:

1. City as the authority of subdivision regulation only on property included on the City's adopted annexation plan
2. Properties not included on the annexation plan and located in the City's ETJ will be reviewed and approved through the Washington County Commissioners Court and would not be reviewed by the Development Services Department or the Planning and Zoning Commission

Agenda number 12 serves as the consideration of the proposed ILA re-establishing authority of subdivision regulation in the ETJ as outlined above. If approved, the ILA will allow for a limited number of properties (only those planned for annexation) in the ETJ to be reviewed through the Development Services Department and the Planning and Zoning Commission. As is the current practice, the County will remain responsible for all civil construction plans for properties in the ETJ.

On March 8th, 2022 the Washington County Commissioners Court met and considered a termination resolution and the proposed ILA to re-establish subdivision regulation in the ETJ. The Commissioners Court unanimously voted to approve the termination of the 2002 ILA and unanimously voted to approve the proposed ILA. Following Council consideration and approval staff will coordinate signatures by both entities.

Staff recommends approval of the proposed ILA to redefine the authority of subdivision plans and plats in the ETJ based on the City's adopted annexation plan.

ATTACHMENTS:

(1) ILA Establishing Subdivision Authority in the ETJ
(2) ILA Exhibit A
(3) ILA Exhibit B

RECOMMENDED ACTION:

Approve the "Extraterritorial Jurisdiction (ETJ) Interlocal Agreement between the City of Brenham and the County of Washington" for the provision of subdivision regulations by the City of Brenham within the Extra-Territorial Jurisdiction (ETJ) of the municipality and authorize the Mayor to execute any necessary documentation.

INTERLOCAL AGREEMENT BETWEEN THE CITY OF BRENHAM AND WASHINGTON COUNTY PROVIDING FOR THE REGULATION OF SUBDIVISION STANDARDS WITHIN THE EXTRATERRITORIAL JURISDICTION (ETJ) OF THE CITY OF BRENHAM

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into and in accordance with the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code, and Chapter 242, Texas Local Government Code, by and between the CITY OF BRENHAM, TEXAS (the "City"), a Texas home-rule municipal corporation, and the COUNTY OF WASHINGTON, TEXAS (the "County"), also a political subdivision of the State of Texas.

WHEREAS, the Interlocal Cooperation Act allows local governments to contract with one another to perform governmental functions such as platting and approval of related permits; and

WHEREAS, the City and County mutually desire to be subject to the provisions of the Texas Government Code, Chapter 791, the Interlocal Cooperation Act, specifically § 791.011 regarding contracts to perform governmental functions and services; and

WHEREAS, Texas Local Government Code, Chapter 242 requires the City and the County to enter into a written agreement that identifies the governmental entity authorized to regulate subdivision plats and approve related permits in the extraterritorial jurisdiction ("ETJ") of the City; and

WHEREAS, Texas Local Government Code, Chapter 242 allows the City and the County to apportion the City's ETJ to clarify the areas in which the City and County will regulate subdivision plats and approve related permits and may regulate subdivisions under Chapter 212 of the Texas Local Government Code; and, Chapter 232 of the Texas Local Government Code and other statutes applicable to municipalities and counties; and

WHEREAS, immediately upon the effective date of this Agreement, the City and County hereby mutually agree to terminate the April 4, 2002 "Agreement Providing for Subdivision Regulation by the Municipality Within the Extraterritorial Jurisdiction of the Municipality" giving the City the exclusive authority to regulate Subdivisions in the City's ETJ; and

WHEREAS, both the City and the County now desire to apportion jurisdiction to regulate subdivision plats and approve related permits in the City's ETJ, all of which is provided for in the Interlocal Cooperation Act and Chapter 242 of the Texas Local Government Code;

NOW, THEREFORE, the City and the County, for the mutual consideration stated herein, agree and understand as follows:

1. *Description of ETJ.* In this Agreement, the City's ETJ is understood to mean the ETJ as defined by Section 42.021 of the Texas Local Government Code, and as shown on the map attached hereto as Exhibit A which is incorporated herein for all purposes.

2. *City and County Jurisdiction*. In any area of the City's ETJ included in the City's Annexation Plan as it is now and may be amended in the future, attached hereto as Exhibit B and incorporated herein for all purposes, the City shall retain the exclusive authority to regulate subdivisions and issue related permits under Chapter 212 of the Texas Local Government Code and other statutes applicable to municipalities and counties (the "City Regulation Area"). In all other areas of the ETJ, the County shall have such exclusive jurisdiction (the "County Regulation Area").

3. *ETJ/Regulation Area Expansion or Reduction*. As required by Section 242.001(c) of the Local Government Code, the City agrees to notify the County of any expansion or reduction in the City's ETJ. Upon any change to the City's ETJ, the City and County shall amend this Agreement as provided in Section 8 to reflect the change. Any change to Regulation Areas or regulatory authority under this Agreement must be made by amendment in accordance with Section 8.

4. *Application Fees*. Fees collected in conjunction with the filing of plat or permit applications shall be retained fully by the regulating entity.

5. *Plat Amendment*. The entity that approved a final plat within the corresponding regulatory area shall have exclusive authority to approve amended plats in order to make correction or limited changes to previously approved final plats.

6. *Variances.* In consideration of this Agreement, the City and County agree that, if it receives any application or request for variance to a rule or regulation applicable to subdivision of property within the City's ETJ, the party receiving the application/request will give written notice or electronic communication of the application or request to the other party for comment. The notification will be submitted to the Development Services Department of the City of Brenham or Washington County Engineering and Development Services.

7. *Entire Agreement*. This Agreement, together with the attached exhibits, expresses the entire agreement between the parties hereto regarding the subject matter herein and there are no oral representations, agreements, or promises pertaining to this Agreement or to any expressly mentioned exhibits not incorporated in writing in this Agreement.

8. *Amendment*. This Agreement may be modified or amended only by an instrument in writing signed by both the County and City.

9. *Approval*. This Agreement has been duly and properly approved by each party's governing body and constitutes a binding obligation on each party.

10. *Consideration*. The County specifically agrees that, because it desires to have the authority to regulate subdivisions within the County Regulation Area, the authority to do so is adequate consideration for the performance of its obligations under this Agreement. The City agrees that, because it desires to relinquish the responsibility of regulating subdivision development within the County Regulation Area, being relieved of this responsibility is adequate consideration for its relinquishing of any statutory right to do so.

11. *Governing Law and Venue*. This Agreement shall be construed in accordance with the laws of the State of Texas and exclusive venue for all purposes hereunder shall be in Washington County, Texas.

12. *Severable*. If any provision hereof is determined by any court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be fully severable herefrom and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision never comprised a part hereof; and the remaining provisions shall continue in full force and effect.

13. *Liability*. The Agreement is not intended to extend the liability of the parties beyond that provided by law. Neither the City nor the County waives any immunity or defense that would otherwise be available to it against claims by third parties.

14. *Effective Date*. This Agreement shall be effective immediately from and after its approval and execution by the County and the City ("Effective Date").

15. *Term*. The term of this Agreement is for one (1) year from the Effective Date, after which the Agreement will renew automatically for another one (1) year term unless terminated. Either party to this Agreement may terminate the Agreement at the end of any term without cause by notifying the other party in writing not later than forty-five (45) days prior to the end of the term. However, both parties understand and agree that the right to terminate this Agreement does not avoid the statutory duty of the County and City to have a written agreement providing for subdivision regulation within the City's ETJ.

16. *Notices*. Except as provided by Section 6 of this Agreement, all notices sent pursuant to this Agreement shall be in writing and may be hand delivered, or sent by certified mail, postage prepaid, return receipt requested. Notices sent to the City pursuant to this Agreement shall be delivered or sent to the City Manager at the following address:

    City Manager
    City of Brenham
    P. O. Box 1059
    Brenham, Texas 77834-4059

    Notices sent to the County pursuant to this Agreement shall be delivered or sent to the County Judge at the following address:

    County Judge
    Washington County
    100 East Main Street, Suite 104
    Brenham, Texas 77833

When notices are hand-delivered, notice shall be deemed effective upon delivery. When notices are mailed by certified mail, notice shall be deemed effective three (3) days after deposit in a U.S. mailbox or at a U.S. post office. Either party may change its address or notice under this Agreement by providing a written notice of the change to all other parties in compliance with this paragraph.

17. *Preamble*. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby incorporated into this Agreement as if set forth herein at length.

APPROVED BY THE CITY COUNCIL FOR THE CITY OF BRENHAM, TEXAS, in its meeting held on the ____ day of ______________________, 2022, and executed by its authorized representative.

CITY OF BRENHAM, TEXAS

By: ___________________________________
Milton Y. Tate, Jr.
Mayor

ATTEST:

____
Jeana Bellinger, TRMC, CMC
City Secretary

APPROVED BY THE COMMISSIONERS COURT FOR WASHINGTON COUNTY, TEXAS, in its meeting held on the ____ day of ________________________, 2022, and executed by its authorized representative.

WASHINGTON COUNTY, TEXAS

By: _____________________________________
John Durrenberger
County Judge

ATTEST:

____
Beth A. Rothermel
County Clerk

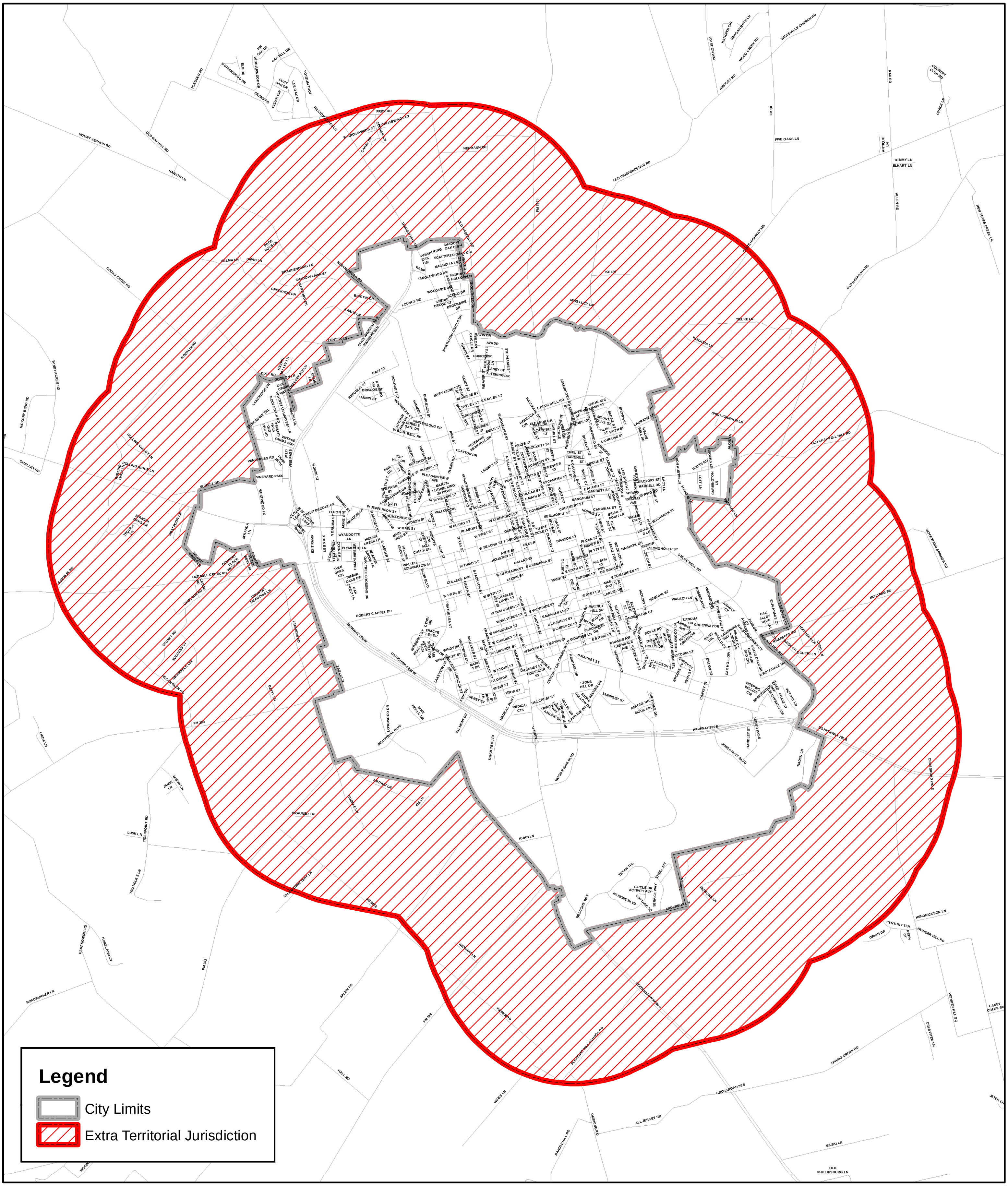


Exhibit "A"

1 inch = 4,858 feet

City of BRENHAM

Document Path: M:\ANNEXATIONS\ANNEXATION2022\ETJ_City Limits.mxd

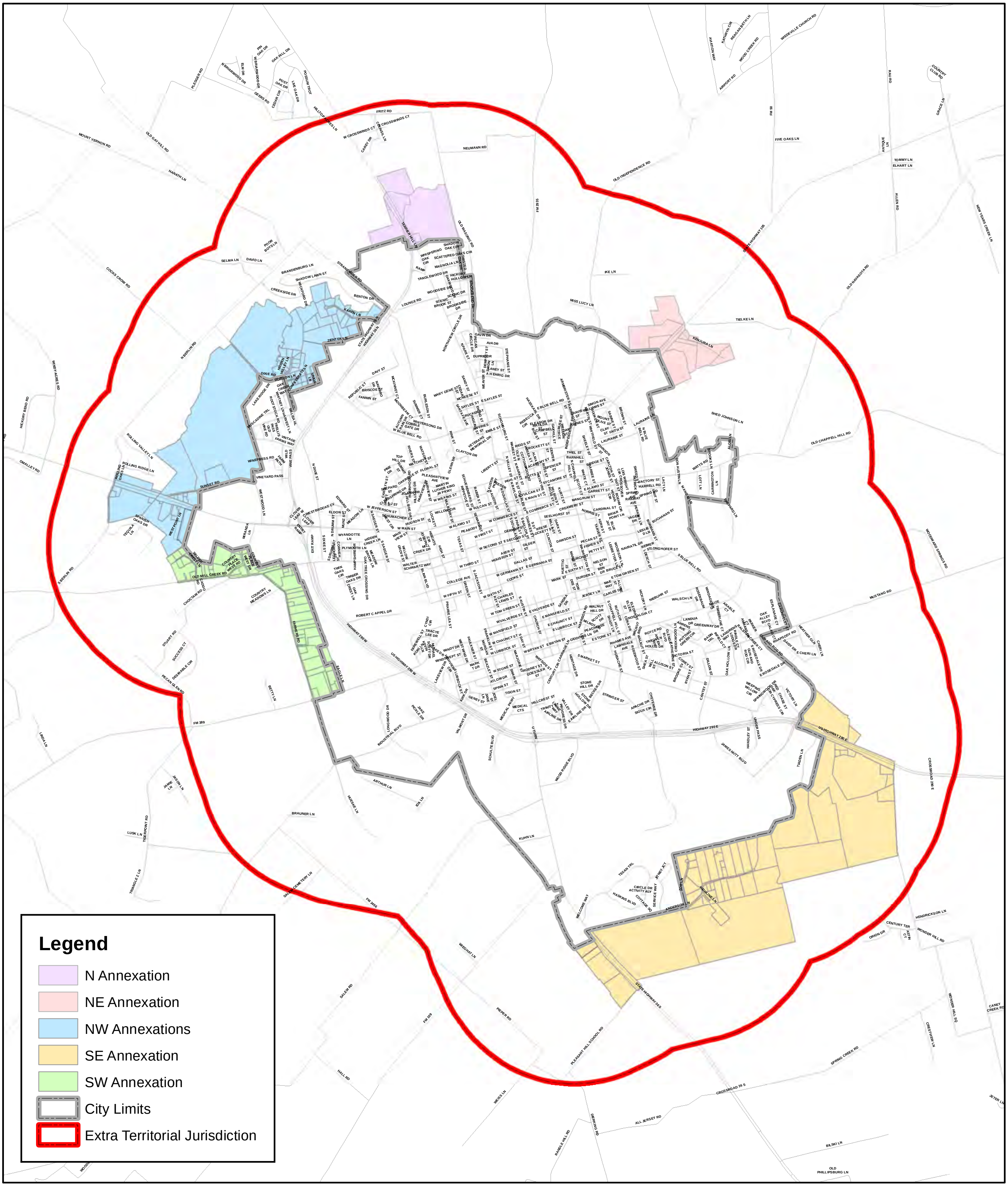


Exhibit "B" Annexation Plan

1 inch = 4,858 feet

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City of BRENHAM

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Regular City Council
AGENDA ITEM 11.

Agenda Item: **Discuss and Possibly Act Upon the Purchase of Equipment for the City of Brenham Street Department as Shown on the Equipment Schedule Included in the Agenda Packet and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-March 17, 2022

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

During the 2021-22 budget process, Staff shared with Council major equipment needs which were up for replacement according to the Street Department's five-year capital plans. During the July budget workshop, it was decided that with a large amount of equipment due up for the next five years, these pieces of equipment would be purchased using Certificates of Obligation in order to purchase the equipment.

Over the last few months, Staff has researched these pieces of equipment, taken many site visits to determine what equipment would work best for the City of Brenham and be within our budget. The pieces of equipment shown on the attached schedule will be used in our Street operations. These pieces of equipment are vital for the Street Department and provide our employees with reliable equipment. They will meet our needs for many years and provide superb service to our residents; whether it is grading streets, paving streets, shredding city right-of-ways and city properties, or responding to natural disaster cleanups.

We are very excited about being able to buy this equipment and put it to use. After discussing with the Street Department Superintendent and our Mechanic, we have decided to purchase four pieces of equipment from three different vendors. The total amount proposed to council in July was $743,807.00 with the Motor Grader being the largest expense. With the final numbers coming in and with all pieces of equipment being purchased from either the Buy Board or off the Sourcewell Contract, the final total for all pieces of equipment will be $741,440.09

We would like to ask council to approve these purchases as described on the attached Equipment spreadsheet.

ATTACHMENTS:

(1) FY 2021-2022 Street Department Equipment Spreadsheet
(2) Motor Grader Quote
(3) Wheeled Loader Quote
(4) Massey Ferguson Tractor Number 1 Quote

RECOMMENDED ACTION:

Approve the purchase of equipment for the City of Brenham Street Department as shown on the equipment schedule Included in the agenda packet, in the amount of $741,440.09, and authorize the Mayor to execute any necessary documentation.

FY 2021-2022 Street Department Equipment Spreadsheet					
All equipment will be purchased using Certificates of Obligation					
Vendor	**Equipment**	**Model**	**Projected Amount**	**Purchased Price**	**Purchased Through**
RDO Equipment	Motor Grader	John Deere 620G	$275,973.00	$281,544.09	Sourcewell
Mustang Cat	Wheel Loader	938M Wheel Loader	$238,494.00	$264,800.00	Buy Board
Hlavinka Equipment	Tractor/Shredder	MF5711/15'Bush Hog Shredder	$114,670.00	$97,548.00	Buy Board
Hlavinka Equipment	Tractor/Shredder	MF5711/15' Bush Hog Shredder	$114,670.00	$97,548.00	Buy Board
Purchases presented for approval at March 17, 2022 Council meeting			$743,807.00	$741,440.09	

Retail Purchase Order

RDO Equipment Co.
16415 N Interstate 35
Pflugerville TX, 78660
Phone: (512) 272-4141 - Fax: (512) 272-9365

Bill To:
CITY OF BRENHAM
ATTEN: ACCTS PAYABLE
PO BOX 1059
BRENHAM, TX, 778341059
Washington ()
(979) 337-7200

Ship To:
CITY OF BRENHAM
ATTEN: ACCTS PAYABLE
PO BOX 1059
BRENHAM, TX, 778341059
(979) 337-7200

Purchase Order Date:	2/14/2022
Purchase Order #:	1491552
Purchaser Account #:	7200027
Customer Purchase Order #:	Brian - Quote
Customer Purchaser Type:	Governmental - City/Town/Village
Customer Market Use:	Earth Moving - Land Improvement
Location of First Working Use:	BRENHAM, TX, 778341059
Dealer Account Number:	177420
Sales Professional:	Aaron Schaefer
Phone:	(512) 272-4141
Fax:	(512) 272-9365
Email:	ASchaefer@rdoequipment.com

Comments

Sourcewell Contract #032119-JDC

Equipment Information

Quantity	Serial Number Stock Number	Hours (approx.)	Status / Year / Make / Model Additional Items	Cash Price
1	TBD TBD	0	New 2022 JOHN DEERE 620G	$455,705.00
			Customer Discount Sourcewell - 43% off list	($195,953.15)
			Other March 1 Price Increase	$7,792.56
			Freight in Factory	$4,775.00
			Prep / Reconditioning PDI	$1,875.00
			Freight Out Delivery	$1,250.00
			Warranty -John Deere Comprehensive-60 Months, 5000 Hours,Deductible: 200, Exp Date: 2/14/2027	$5,678.00
			Equipment Subtotal:	**$281,122.41**

Purchase Order Totals

Balance:	$281,122.41
Total Taxable Amount:	$0.00
TX STATE TAX:	$0.00
TX SPECIAL TAX:	$0.00
Sales Tax Total:	$0.00
HEI:	$421.68
Sub Total:	$281,544.09
Cash with Order:	$0.00
Balance Due:	**$281,544.09**

Legal Information

For the Construction Product(s)

ACKNOWLEDGMENTS - Purchaser offers to sell, transfer, and convey the item(s) listed as “Trade In” to the Dealer at or prior to the time of delivery of the above Product(s), as a “trade-in” to be applied against the cash price. Purchaser represents that each “trade-in” item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each “trade-in” item is listed on this document. The Purchaser promises to pay the balance due shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the Product(s) ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. Except as provided herein and as necessary to protect RDO Equipment from the claims or a bankruptcy trustee or a buyer in the ordinary course or business, the Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order. I (we) hereby grant a security interest to RDO Equipment in the Product.

DISCLOSURE OF REGULATION APPLICABILITY - When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm.

IMPORTANT WARRANTY NOTICE - The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer.Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS IS MADE.

Telematics: Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

The undersigned purchaser(s) (the “Purchaser”) hereby orders the product (the “Product”) described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

Upon signature of delivery acknowledgment, customer is accepting the equipment, including attachments, in “AS IS” condition, agreeing to notify RDO Equipment Co. within 24 hours of any damages or discrepancies found upon receipt of equipment.

Signature Area

Purchase Order Accepted By:

(Customer's Signature)

(Date Accepted)

(Authorized Signature of Dealer)

(Date Accepted)

Delivery of Equipment Acknowledgement:

(Customer's Signature)

/ /
Date Accepted

Standard Warranty Acknowledgement:

(Delivered On)

(Warranty Begins)

Extended Warranty Oil Sampling Acknowledgement:

(Customer's Intials)

({deal owner's title}'s Initials)

Equipment Options

Qty	Serial Number	Year / Make / Model	Description
1	TBD	2022 JOHN DEERE 620G	1210DW 620G MOTOR GRADER
			1030 MULTIFUNC JOYSTICK CONTROLS
			1145 6.8L ENG,EPA FINAL TIER IV
			1235 ALTERNATOR 130 AMP
			1310 QUICK SERVICE GROUP
			1410 STANDARD FUEL LINES
			1610 HYDRAULIC PUMP DISCONNECT
			170K JDLINK
			1830 BLACK EXHAUST STACK
			1910 BLADE IMPACT ABSORPTION SYST
			2010 12' X 24" X 7/8" MB (6" CE)
			2575 NOT TOPCON READY
			2605 ENGLISH LABELS & DECALS
			2775 NO TOPCON RADIO INSTALLATION
			2820 SNGL INPUT W/ SLIP CLUTCH
			2920 NO GP MAST MOUNTS
			4923 17.5R25 G2/L2 1* NBP 1PC RIM
			5070 EH LOW CAB W/ WINDOWS
			5520 NO AUTOSHIFT TRANSMISSION
			5710 TRANS VALVE SOLENOID GUARD
			5815 HYDRAU-GREASE,OIL,FUEL,COOLN
			6030 NO CAB PRECLEANER
			6140 PREM POST/CONT FAB EH CNTRLS
			6560 EH FRT CONTROL VALVE W 1 AUX
			6650 EH PLACE HOLDER
			6720 FRONT MOUNTED SCARIFIER
			6820 REAR COUNTERWEIGHT
			7110 STANDARD LIGHTING PACKAGE
			7525 1400 CCA BATTERY
			7610 REVERSING FAN
			7820 NO FRONT FENDERS
			8120 CONVERTER, 25 AMP 24V TO 12V
			8210 MIRROR, CONVEX EXTERIOR
			8310 LOWER FRONT INT WIPER/WASHER
			8410 RADIO AM/FM/WB
			8510 A/C - CHARGE
			8625 A/C SYSTEM
			8720 NO SOUND ABSORPTION PKG
			8830 REAR CAMERA (R4)
			9210 PEDAL DECELERATOR
			9215 SG AUTOMATION SUITE
			9220 FIRE EXTINGUISHER
			9245 MACHINE DAMAGE AVOIDANCE
			9274 LT SIDE ENGINE WORK LIGHT
			9275 LICENSE PLATE BRKT & LIGHT
			9280 SMV SIGN WITH BRACKET
			9298 BEACON STROBE RIGHT
			9299 BEACON STROBE LEFT
			9410 REAR WIPER
			9476 SAMPLE PORTS

STANDARD WARRANTY FOR NEW JOHN DEERE CONSTRUCTION, UTILITY, CCE AND FORESTRY PRODUCTS – US & Canada

- **Construction, Forestry & Compact Construction Equipment (CCE) Products*:** 12 months Full Machine Standard Warranty
- *** Compact Construction Equipment Products** Delivered and settled on or after 01 June 2018: 24 months or 2000 hours (whichever comes first) Full Machine Standard Warranty
- **C&E Series Pull-Type Scrapers:** 6 months Full Machine Standard Warranty
- **DC & DE Series Pull-Type Scrapers**: 12 months Full Machine Standard Warranty
- **Scraper Tractors:** 24 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Forestry Attachments:** 12 Months or 2000 Hours (whichever occurs first) Full Machine Standard Warranty
- **Frontier Equipment:** 6 months Full Machine Standard Warranty (90 days in rental applications)

The "Standard Warranty" is part of the warranty protection package available from John Deere Construction & Forestry Company (John Deere Limited in Canada) ("John Deere") to purchasers of new John Deere products ("product"):

STANDARD Warranty is John Deere's standard new product warranty, described in this document, provided at no additional charge to the purchaser.

EXTENDED Warranty is a separate repair contract made available by John Deere for purchasers who wish to complement their Standard Warranty coverage. Complete Extended Warranty details, including coverage options and limitations, are set forth in the Application for Extended Warranty, which is available from authorized John Deere dealers.

STRUCTURALL Warranty applies to certain structural components as listed below and as described in this document.

FACTORY-INSTALLED UNDERCARRIAGE Warranty applies to certain undercarriage components as listed below and as described in this document.

A. STANDARD WARRANTY - GENERAL PROVISIONS

John Deere will repair or replace, at its option, any parts (except those specified below) of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship. Performance of this warranty will be free of charge for parts and labor/labour, except as otherwise stated below. Standard Warranty applies only to purchases from John Deere and authorized John Deere dealers and, except as otherwise provided in the next sentence and section L below, is extended only to the original retail purchaser of the product. Remaining Standard Warranty applicable to a used John Deere product is transferred to a subsequent purchaser of the product only if the subsequent purchaser requests a transfer from an authorized John Deere dealer before the product's Standard Warranty expires. Coverage begins on the date of delivery of the product to the original retail purchaser. For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. Warranty statements required by law covering engine emissions-related parts and components are found on a separate written warranty certificate provided to the purchaser at the time of the original retail purchase.

B. WHAT IS COVERED BY STANDARD WARRANTY -

All parts of a new John Deere product (except those noted in Sections D and E below) are covered during the Standard Warranty period set out above.

C. EXCLUSIVE REMEDY -

The repair or replacement of covered parts or components that are defective, as provided in Sections A, B, D.2 and D.3 herein, shall be the purchaser's exclusive remedy for any defect in the product. However, if after repeated attempts such repair or replacement fails to correct the performance problem caused by the defect, the purchaser's sole remedy shall be a refund of the amount paid for the product (in exchange for a return of the product), excluding any transportation charges, license fees, taxes and insurance premiums, and less a reasonable allowance for use of the product prior to its return. In no event will the dealer, John Deere or any company affiliated with John Deere be liable for any incidental or consequential damages, including but not limited to loss of profits, rental of substitute equipment or other commercial loss. Correction of defects in the manner provided above shall constitute fulfillment of all liabilities of the Dealer, John Deere, or any company affiliated with John Deere to the purchaser or any other person, whether based upon contract, tort, strict liability, or otherwise. This limitation does not apply to claims for personal injury.

D. ITEMS COVERED SEPARATELY -

1. Standard Warranty does not apply to batteries, radios, tires, cameras, or to Cummins, MTU or Detroit Diesel Engines installed in John Deere products, which are covered by separate written warranties.
2. Factory-Installed Undercarriage Warranty covers all non-rubberized factory-installed undercarriage wear components for 3 years or 4,000 hours from the date of delivery to the original retail purchaser, whichever occurs first (unless terminated earlier under Section F, below). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. In addition to the items listed in section E below, Factory-Installed Undercarriage Warranty does not cover: failures due to wear, machine application, maintenance practices, or improper machine configuration; removal and installation labor/labour; transportation or hauling costs; unapproved parts; non-wear items; and rubberized undercarriage components such as rubber tracks. Warranty claims will be pro-rated based upon wear of the failed component and whether track shoe width is approved by John Deere. Factory-Installed Undercarriage Warranty does not apply to Scraper Tractors.
3. StructurALL Warranty for new John Deere Products (except Compact Excavators & Loaders, Skid-Steer Loaders, Compact Track Loaders, Scraper Tractors, Pull-Type Scrapers, and Forestry Attachments, which are not eligible for StructurALL Warranty) begins at the date of delivery to the original retail purchaser and ends (unless terminated earlier under Section F, below) after three (3) years, or 10,000 hours (whichever occurs first). For purposes of this warranty, a product that has been rented, used for demonstration purposes for 150 or more hours, or otherwise used prior to its original retail purchase has been "used" for the total duration of such use. **StructurALL Warranty applies only to the following structural components listed below as installed on the product at the time of original manufacture.** If a particular component is not listed below it is not covered by StructurALL Warranty.

   Arm; Articulation Joint (incl. pins & bushings); Bin Frame; Boom; Carbody; C-Frame*; Circle Frame; Coupler (John Deere built ONLY); Dipperstick; Draft Frame; Engine Frame; Equipment Frame; Grapple Arch and Grapple Boom; Loader Arm; Loader Frame; Mainframe; Moldboard Lift Arm; NeverGrease™ Pin Joints [Includes steering pin and bushing joints (standard equipment), roller elements (roller bearings) in bucket to boom joints and sliding elements (bushing) for boom and linkage joints (optional equipment)]; Rollover Protection Structure (ROPS); Side Frame; Swing Frame; Track Frame; Undercarriage Frame; X-Frame; Z-bar loader linkage (including bell crank and bucket driver link); Specialty booms and arms marketed as "heavy duty" by John Deere.

   Items Covered by StructurALL for Cut-to-Length Forestry Machines: Front frame (welded assembly); Rear frame (welded assembly); Crane king post with basement; Middle joint frame; Cabin swing frame; Main Boom

   StructurALL Warranty does not apply to:
   1. Any product used primarily in extreme duty or severe duty applications such as but not limited to: demolition and wrecking, chemical plant (including fertilizer plants), salt mines, steel mill, land fill and transfer stations, scrap handling, scarifying and other applications that are similarly destructive or similarly heavy duty except specialty booms and arms as stated in Section D.3 above.
   2. C-Frames on H-Series & J-Series Crawlers equipped with root rakes or used in forestry applications unless equipped with an "extreme duty" reinforcement package.
   3. Cut-to-Length Forestry Heads and Slash Bundler Units.
   4. Crawlers equipped with optional side booms.
   5. Cut-to-Length Forestry, Excavator, and Log Loader swing bearings.
   6. Motor Graders equipped with front- or rear-mounted snow wings.

E. ITEMS NOT COVERED -

John Deere is NOT responsible for the following:

1. Freight
2. Adjustments to compensate for wear, for periodic maintenance or adjustments that result from normal wear and tear.
3. Damage caused by unapproved adjustments (electronic or mechanical) to machine or machine components outside of published specifications including but not limited to engine, hydraulic components and relief valves.
4. Program updates, calibrations, and pressure adjustments.
5. Diagnostic Time
6. Additional Labor/Labour Time - Above SPG/Labor/Labour Rate
7. Additional Cleaning - Above SPG/Labor/Labour Rate
8. Rental Fees
9. Depreciation or damage caused by normal wear or application, lack of reasonable and proper maintenance, failure to follow operating instructions, misuse, negligence, collision or other accidents.
10. Premiums charged for Overtime Labor/Labour
11. Transportation to and from the dealership.
12. Travel time, mileage or service calls by the dealer.
13. Non-John Deere components or modifications, Rotobec grapples, and attachments installed aftermarket.
14. Shop supplies and maintenance items such as, but not limited to: filters, fuels, oil, hydraulic fluid, lubricants, coolants, conditioners, shop towels, cleaners and degreasers. Note: Reimbursement for refills of oils/coolants lost due to a warrantable failure is covered when a system failure occurs outside the boundaries of a normal oil change (within 25% of specified change interval as provided in the Operator's Manual).
15. Torn, cut, or worn hoses.
16. Wear items, such as, but not limited to: body liner, belts, blades, bulbs, lubricated joints (including pins and bushings), dry brakes, brake linings, dry clutch linings, saw blades, chains, skidder grapple shocks, color marking nozzles, and articulation bumpers.
17. Items such as cutting-edge parts, delimbing knives, bucket teeth and rubber track are not warranted for depreciation or damage caused by normal wear, lack of proper maintenance, misuse, failure to follow operating instructions, the elements or accident.
18. Any defect in a non-covered component, or damage to or failure of a covered component caused by a defect in a non-covered component.
19. Secondary damage which occurs from continued operation of a product after recognition of the occurrence of a failure.
20. Parts supplied or modifications done by third party suppliers.
21. Topping off fluids when fluid levels fall in the range between low and full
22. Parts/Kits not ordered on machine and installed aftermarket. These parts will be covered by any applicable parts warranty.
23. Attachments installed aftermarket – i.e. Winch not installed at factory.
24. Custom options installed outside the factory – i.e. G.R. Manufacturing option packages.
25. Used Products (except as otherwise provided in section L below).

F. TERMINATION OF WARRANTY-

John Deere is relieved of its obligations under Standard Warranty, StructurALL Warranty, Factory-Installed Undercarriage Warranty and/or Extended Warranty if:

1. Service (other than normal maintenance and replacement of service items) is performed by someone other than an authorized John Deere dealer; or
2. The product is modified or altered in ways not approved by John Deere; or
3. Any unapproved or improperly sized attachment is installed on the product. Approval and attachment size shall be at John Deere's sole discretion. (Consult dealer prior to installing attachments or product modification).
4. The product is moved outside the US and/or Canada.

G. PARTS REPLACED UNDER WARRANTY -

Only new or remanufactured parts or components furnished or approved by John Deere, will be used if John Deere elects to repair the product. If any such part or component is defective in material or workmanship when installed in the product, John Deere will repair or replace, as it elects, such defective part or component, provided the defect is reported to an authorized John Deere dealer within 90 days of installation or before expiration of the applicable Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty whichever is later.

H. TELEMATICS

NOTICE: Products may be equipped with telematics hardware and software ("Telematics") that transmit data to John Deere/ Dealer. Purchaser may deactivate Telematics at www.jdlink.com.

Notwithstanding Purchaser's right, title or interest in the Products, Purchaser agrees that John Deere and Dealer (their affiliates, successors and assigns), without further notice to Purchaser have the right to:

1. Access, use, collect and disclose any data generated by, collected by, or stored in, Products or any hardware or devices interfacing with Products ("Machine Data");
2. Access Machine Data directly through data reporting devices integrated within, or attached to, Products, including Telematics ("Data Reporting Systems"); and
3. Update the Data Reporting Systems software from time to time. Machine Data will only be used in accordance with John Deere's Machine Data Policy, located at www.JohnDeere.com/MachineDataPolicy.

I. OBTAINING WARRANTY SERVICE -

To obtain warranty service, the purchaser must request warranty service from a John Deere dealer authorized to sell the product to be serviced. When making such a request, the purchaser must present evidence of the product's delivery date, make the product available at the dealer's place of business, and inform the dealer in what way the purchaser believes the product to be defective. Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty repairs may be made in the field if the purchaser and servicing dealer so desire. However, John Deere will not be responsible for any charges (such as dealer travel time, mileage or extra labor/labour) that would not have been incurred had the product been repaired at the dealer's place of business.

J. NO IMPLIED WARRANTY, CONDITIONS OR OTHER REPRESENTATION -

Where permitted by law, neither John Deere nor any company affiliated with it makes any warranties, representations, conditions or promises, express or implied, as to the quality, performance, or freedom from defect of its products, other than those set forth in this document and **NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.**

K. NO DEALER WARRANTY -

The selling dealer makes no warranty of its own on any item covered by this warranty, and makes no warranty on other items unless the dealer delivers to the purchaser a separate written warranty certificate specifically warranting the item. **The dealer has no authority to make any representation or promise on behalf of John Deere, or to modify the terms or limitations of this warranty in any way.**

L. USED JOHN DEERE PRODUCTS ONLY -

John Deere will transfer remaining Standard Warranty, Factory-Installed Undercarriage Warranty and/or StructurALL Warranty to the purchaser of a used John Deere construction and/or forestry product that has been used for less than the full warranty period provided at the product's original retail purchase. This transfer is not effective until change of ownership is registered by a John Deere dealer. **ALL THE TERMS, INLCUDING LIMITATIONS AND EXCLUSIONS, OF THE JOHN DEERE STANDARD WARRANTY, FACTORY-INSTALLED UNDERCARRIAGE WARRANTY, AND/OR STRUCTURALL WARRANTY ORIGINALLY PROVIDED FOR THE PRODUCT REMAIN IN EFFECT AND APPLICABLE.**

Brian Smith
City of Brenham

JW22-1010

February 13, 2022

541-2673	938M WHEEL LOADER	CAT LIST	$338,053
349-8013	DIFFERENTIAL, LIMITED SLIP REAR		
536-5343	HYDRAULICS, 3V, CPLR READY, SL		
536-1628	LINES, AUX 3RD, SL		
445-4725	JUMPER LINES		
559-0841	LIGHTS, AUX, HALOGEN		
541-3066	LIGHTS, ROADING, HALOGEN, RH		
549-0451	CAB, DELUXE		
563-5967	SEAT, DELUXE		
372-1868	STANDARD RADIO (12V)		
565-0908	PRODUCT LINK, CELLULAR PL641		
366-6882	TIRES,20.5R25 MX XHA2 * L3		
467-7990	COUNTERWEIGHT, HEAVY		
430-2860	RIDE CONTROL		
482-5167	SIDE MIRROR, RH		
536-5314	QUICK COUPLER, FUSION		
345-2428	BUCKET-GP, 3.8 YD3, FUS		
532-8222	CARRIAGE, PALLET FORKS		
371-2360	FORK TINES, 60”		

Buy-Board Discount (18%)	($60,850)
Additional Mustang Discount	($12,403)
Total Sale Price	$264,800

Warranty: 3 Year or 5000 Hour Premier

BUYBOARD CONTRACT # 597-19

(Quote Good For Machine Shipping From CAT Before Oct 1st 2022-Buyboard Purchase Quoted)

MASSEY FERGUSON

HLAVINKA

Prepared for:	Brenham Street Dept
Good Through:	03-31-2022
Dealer Representative:	Todd Loudon
Representative Email:	todd.loudon@hlavinka.com
Representative Phone:	

Model #		MSRP
MF5711 Tractor	**$**	**89,947.00**

- MF5711 PFA Cab Deluxe
- 3 Mech Controlled Spool Valv
- W1880 F380/85R24 R460/85R34
- Cup Holder - for Cab
- Proposition 65 Decal
- Wgt Adapter Pkg-2x50kg adp w
- Wgt Pkg-2x50kg wts (stackabl

Total Retail Price	**$**	**89,947.00**
Additional Sale Price Items (See Page 2)	$	29,600.00

Cash Price $97,548.00

Cash Price

Cash Price		
Sale Price	$	97,548.00
Trade-In:	$	0.00
Net Price	$	97,548.00
Taxes	$	0.00
Final Customer Price	**$**	**97,548.00**

2 YEAR

Comprehensive Warranty

Buy Board Name: Construction Road and Bridge Equipment
Buy Board Number: 597-19
Buy Board Representative for Hlavinka Equipment: Joe Garcia, (361)465-2366
joe.garcia@hlavinka.com

AGCO PROTECTION

ASK ABOUT EXTENDED COVERAGE

FUSE Connected Services

CONNECTED SERVICES

This Letter is a non-binding indication of interest regarding a possible transaction on the general terms and conditions outlined herein and is not a legal commitment. This Letter is intended for the use of the Customer only. *The following is a proposal for financing for the customer named herein ("Customer") regarding the equipment described herein ("Equipment") by AGCO Finance LLC for discussion purposes only. Customer participation subject to credit qualification and approval by AGCO Finance LLC. Not all Customers may qualify for this rate or term. This proposal is not a statement of all terms and conditions of any financing that may be approved. This Letter is intended for the use of the Customer only. This Letter is valid until "Good Through" date listed above and thereafter shall automatically be deemed to be null and void. ***The cash price is a good faith dealer estimate only. See dealer for details.

AGCO Your Agriculture Company

Model Number: MF5711
Model Year: 2022

QQ Number: QQ-0611858
Serial Number:

Invoice Number:
Order Number:

Dealership Name: The Hlavinka Equipment Co.
Location: Victoria (635612)

Prepared for:	Brenham Street Dept
Good Through:	03-31-2022
Dealer Representative:	Todd Loudon
Representative Email:	todd.loudon@hlavinka.com
Representative Phone:	

Additional Sale Price Items

Bush Hog 2815 540 Pto	$	29,600.00
Total	**$**	29,600.00

MASSEY FERGUSON®

MF 5700 PLATFORM

(F.O.B. PORT OF ENTRY)

TRACTOR FEATURES

ENGINE SYSTEM
- 4.4L 4-Cylinder AGCO Power
- EPA Tier 4 Final and CARB Certified
- Air Cleaner: Dual Element Dry Type
- Air Cleaner Intake, Under Hood
- Vertical Exhaust
- Cooling System: Antifreeze 50/50 Mix
- Cold Starting Aid: Intake Heater

HORSEPOWER
(Max Engine @ 2000 RPM; Rated Engine & PTO @ 2200 RPM)

MF5710 Deluxe Powershuttle:
100 Max Engine HP, 95 Engine HP, 79 PTO HP

MF5711 Deluxe Powershuttle:
110 Max Engine HP, 105 Engine HP, 89 PTO HP

FRONT AXLE
- 4wd: Dana 720 Center Driveline, Open Differential, Standard Hydraulically Actuated Differential Lock Push Button 4WD Engagement

POWERTRAIN
- Transmission: 25 mph (40 kph) 12 X 12 Synchro Power Shuttle (6 Gears, 2 Ranges with Declutch on Main Gear Lever)
- Rear Axle: Inboard Planetary Final Drives, with Push Button Operated Mechanical Differential Lock, Flanged Rear Axle
- Brakes: Independent Oil Immersed Wet Disc Brakes with Independent Foot Pedal Operation
- Hook and Lever Parking Brake
- PTO: Independent 540/540E/1000 RPM Flanged PTO, Internal Control, 6 and 21 Spline Shafts (1.375 In. Diameter), Independent Wet Disc Clutch, Electro-hydraulic Engagement

HYDRAULIC SYSTEM
- Implement System:
  Open Center System, Engine Driven Gear Pump,
  15.1 GPM (57 LPM), combined to 26 GPM (98 L/min) Flow
  Optional Cable-controlled Loader Joystick with Mid Valves
- 2 Mechanical Controlled Spool Valves (1 x DA KO FL + 1 x DA KO FL)
- Rear Linkage:
  ASAE Category II with Telescopic Ball Ends
  Lift Capacity at 24": 7716 lbs (3500 kg)
  2 Adjustable Rear Linkage Turnbuckles
  Standard Telescopic Stabilizers
- Swing Offset Drawbar with 350/400/500mm Positions, Cat 2 Clevis

ELECTRICAL
- 12 Volt DC, Negative Ground
- Intake Air Pre Heater
- High Capacity Wet Charge, Maintenance Free SAE 720 CCA Battery
- 80 AMP Alternator
- Ignition: Key with Safety Start
- Keyed Engine Shutoff
- Lighting: 4 Headlights, 2 Rear Marker Light Assemblies
- Mid Mounted Work Lights
- Engine RPM Memory Switch
- Rear Brake Lights
- Standard 1 Rear Work Light
- 7 Pin ASAE Outlet Socket
- 30 Amp Auxiliary Electrical Socket

INSTRUMENTS
- Digital & Analog Instrument Panel with Performance Monitor
- Analog Engine Tachometer
- Analog Fuel Gauge
- Analog Engine Temperature
- Digital Transmission Display
- Digital Hour Meter
- Operation and Service Lights

OPERATOR ENVIRONMENT (PLATFORM MODELS)
- Flat Floor Platform - ISO Mounted
- Rubber Floor Mat
- Hand Rails with Glass Heat Shields
- Lever Controlled 3-Point Linkage with Easy Lift/Lower Option and Draft Control
- 2 Post Folding ROPS
- Tilt Steering Column
- Mechanical Spring Suspension Seat with Armrests and Wider Seat Cushion
- Retractable Seat Belt
- Cup Holder
- Pendant Style (Suspended) Foot Pedals
- Hand and Foot Throttle
- Left Side and Right Side Foot Step Entry
- External 3-Point Lift Control on Left Hand Side Fender

OTHER STANDARD FEATURES
- One-Piece Tilting Hood
- Rear Fender Side Extensions
- Fuel Tank Guard
- Tool Box
- SMV Sign

January 2022

Model Number:	MF5711	**QQ Number:**	QQ-0611858	**Invoice Number:**		**Dealership Name:**	The Hlavinka Equipment Co.
Model Year:	2022	**Serial Number:**		**Order Number:**		**Location:**	Victoria (635612)

MF 5700 PLATFORM

(F.O.B. PORT OF ENTRY)

LOADER FEATURES

MF941X AND MF946X LOADERS
FITS ALL MF5700 / MF6700 GLOBAL SERIES TRACTORS

- One Piece Main Frame with Tapered Arms and Single Cross Member, Powder Painted with Corrosion Protection
- Quick Attach Loader Frame Mount with Pin Lock and Built in Parking Stands
- 5 mm High Tensile, Tapered Box Section Frame
- 70 mm Arm Profile
- 75 mm Double Acting Lift Cylinders **(MF941X)**
- 70 mm Double Acting Lift Cylinders **(MF946X)**
- 75 mm Double Acting Bucket Cylinders **(MF941X)**
- 75 mm Double Acting Bucket Cylinders, Equal Displacement **(MF946X)**
- Hydraulic Lines Routed Inside Main Frame for Protection and Visibility
- Pivots have Recessed Greasable Galvanized Steel Pins with Bushings at Key Points
- 4-Flat Face Hydraulic Tips on Boom and Bucket Circuits
- Protective Hose Cover
- Bucket Level Indicator
- **MF941X:** 2220 lbs (1007 kg) Lift Capacity to Full Height, 31.5 inches, (800 mm) Forward of Pivot Pin per ASABE 301.3 at 2828 PSI
- **MF946X:** 3500 lbs (1588 kg) Lift Capacity to Full Height, 31.5 inches, (800 mm) Forward of Pivot Pin per ASABE 301.3 at 2828 PSI
- Maximum Lift Height: 148 inches at Pivot
- Rated Hydraulic Pressure: 2828 PSI
- Maximum Roll Back Angle: 49 Degrees
- Maximum Dump Angle: 42 Degrees
- Universal Euro Hook Type Implement Attachments
- Grille Guard Standard

MFFL.3723 AND MFFL.3819 LOADERS
FITS ALL MF5700 / MF6700 GLOBAL SERIES TRACTORS

- One Piece 5 mm High Tensile Main Frame with Tapered and Emboss Arms
- Quick Attach Implement Mounting with Euro Style Single Lever Locking System
- 80 mm Arm Profile
- 80 mm Double Acting Lift Cylinders **(FL.3723)**
- 75 mm Double Acting Lift Cylinders **(FL.3819)**
- 80 mm Double Acting Bucket Cylinders **(FL.3723)**
- 80 mm Double Acting, Equal Displacement Bucket Cylinders **(FL.3819)**
- Industrial Grade Hydraulic Fittings and Twin Braided Hoses, Incorporated Internally Inside Loader Boom
- Central Valve, Equalized Oil Distribution Valve with Incorporated Relief Valves
- 4-Flat Face Hydraulic Tips on Boom and Bucket Circuits
- Protective Hose Cover
- Powder Painted with Corrosion Protection
- Bucket Level Indicator
- Lock and Go Loader / Subframe Connection System
- Pivots Are Greasable and Include Industrial Grade Pins and Bushings
- Front Bumper Guard (with Subframe Set)
- Buckets Have Heavy Duty, Welded-On Cutting Edge, Box Beam Section for Stiffness and Torsional Rigidity and Lateral Reinforcing Bars
- 149" (3.79 m) Lift Height to Pivot Pin
- **FL.3723**: 2840 lbs (1288 kg) Lift Capacity to Full Height, 31.5",(800 mm) Forward of Pivot Pin per ASABE 301.3 @ 2828 PSI
- **FL.3819**: 4230 lbs (1919 kg) Lift Capacity to Full Height, 31.5", (800 mm) Forward of Pivot Pin per ASABE 301.3 @ 2828 PSI
- Maximum Roll Back Angle: 58 Degrees
- Maximum Dump Angle: 60 Degrees

MF 5700 CAB

MASSEY FERGUSON®

(F.O.B. PORT OF ENTRY)

TRACTOR FEATURES

ENGINE SYSTEM
- 4.4L 4-Cylinder AGCO Power
- EPA Tier 4 Final and CARB Certified
- Air Cleaner: Dual Element Dry Type
- Air Cleaner Intake, Under Hood
- A-Pillar Exhaust with Heat Shield
- Cooling System: Antifreeze 50/50 Mix
- Cold Starting Aid: Intake Heater

HORSEPOWER
(Max Engine @ 2000 RPM; Rated Engine & PTO @ 2200 RPM)

MF5710 Deluxe Powershuttle:
100 Max Engine HP, 95 Engine HP, 82 PTO HP

MF5711 Deluxe Powershuttle:
110 Max Engine HP, 105 Engine HP, 92 PTO HP

FRONT AXLE
- 4wd: Dana 720 Center Driveline, Open Differential, Standard
  Hydraulically Actuated Differential Lock
  Push Button 4WD Engagement

POWERTRAIN
- Transmission: 25 mph (40 kph)
  12 X 12 Synchro Power Shuttle (6 Gears, 2 Ranges
  with Declutch on Main Gear Lever)
- Rear Axle: Inboard Planetary Final Drives, with Push Button
  Operated Mechanical Differential Lock, Flanged Rear Axle
- Brakes: Independent Oil Immersed Wet Disc Brakes with
  Independent Foot Pedal Operation
- Hook and Lever Parking Brake
- PTO: Independent 540/540E/1000 RPM Flanged PTO,
  Internal Control, 6 and 21 Spline Shafts
  (1.375 In. Diameter),
  Independent Wet Disc Clutch, Electro-hydraulic
  Engagement

HYDRAULIC SYSTEM
- Implement System:
  Open Center System, Engine Driven Gear Pump,
  15.1 GPM (57 LPM), combined to 26 GPM (98 L/min) Flow
  Optional Cable-controlled Loader Joystick with Mid Valves
  and 3rd Function Ready Buttons
- 2 Mechanical Controlled Spool Valves (1 x DA KO FL +
  1 x DA KO FL)
- Rear Linkage:
  ASAE Category II with Telescopic Ball Ends
  Lift Capacity at 24": 7716 lbs (3500 kg)
  2 Adjustable Rear Linkage Turnbuckles,
  Standard Telescopic Stabilizers
- Swing Offset Drawbar with 350/400/500mm Positions,
  Cat 2 Clevis

ELECTRICAL
- 12 Volt DC, Negative Ground
- Intake Air Pre Heater
- High Capacity Wet Charge, Maintenance Free
  SAE 720 CCA Battery
- 120 AMP Alternator
- Ignition: Key with Safety Start
- Keyed Engine Shutoff
- Lighting: 4 Headlights, 2 Rear Marker Light Assemblies
- Mid Mounted Work Lights
- Engine RPM Memory Switch
- Rear Brake Lights
- 7 Pin ASAE Outlet Socket
- 30 Amp Auxiliary Electrical Socket

INSTRUMENTS
- Digital & Analog Instrument Panel with Performance Monitor
- Analog Engine Tachometer
- Analog Fuel Gauge
- Analog Engine Temperature
- Digital Transmission Display
- Digital Hour Meter
- Operation and Service Lights

OPERATOR ENVIRONMENT (CAB MODELS)
- Standard Cab Roof, HVAC with Manual Controls, 2 Low
  Mounted Doors, Aerial and Speakers,
  2 Front and 2 Rear Roof Mounted Work Lights
- Electric Controlled 3-Point Linkage with Draft Control
- Rubber Floor Mat
- Telescopic Large Side Mirrors
- Internal Mirror
- Dual Adjustment Steering Column (Tilting and Telescopic)
- Air Suspended Swiveling Seat with Armrests
- Retractable Seat Belt
- Instructor's Seat with Seatbelt
- Cup Holder
- Pendant Style (Suspended) Foot Pedals
- Hand Rails
- Hand and Foot Throttle
- Left Side and Right Side Foot Step Entry
- External 3-Point Lift Control on Left and Right Hand Fenders
- Rear Wiper/Washer

OTHER STANDARD FEATURES
- One-Piece Tilting Hood
- Rear Fender Side Extensions
- Fuel Tank Guard
- Tool Box
- SMV Sign

January 2022

Model Number:	MF5711	**QQ Number:**	QQ-0611858	**Invoice Number:**		**Dealership Name:**	The Hlavinka Equipment Co.
Model Year:	2022	**Serial Number:**		**Order Number:**		**Location:**	Victoria (635612)

MF 5700 CAB

MASSEY FERGUSON®

(F.O.B. PORT OF ENTRY)

LOADER FEATURES

MF941X AND MF946X LOADERS
FITS ALL MF5700 / MF6700 GLOBAL SERIES TRACTORS

- One Piece Main Frame with Tapered Arms and Single Cross Member, Powder Painted with Corrosion Protection
- Quick Attach Loader Frame Mount with Pin Lock and Built in Parking Stands
- 5 mm High Tensile, Tapered Box Section Frame
- 70 mm Arm Profile
- 75 mm Double Acting Lift Cylinders **(MF941X)**
- 70 mm Double Acting Lift Cylinders **(MF946X)**
- 75 mm Double Acting Bucket Cylinders **(MF941X)**
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- Protective Hose Cover
- Powder Painted with Corrosion Protection
- Bucket Level Indicator
- Lock and Go Loader / Subframe Connection System
- Pivots Are Greasable and Include Industrial Grade Pins and Bushings
- Front Bumper Guard (with Subframe Set)
- Buckets Have Heavy Duty, Welded-On Cutting Edge, Box Beam Section for Stiffness and Torsional Rigidity and Lateral Reinforcing Bars
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- Maximum Roll Back Angle: 58 Degrees
- Maximum Dump Angle: 60 Degrees

Regular City Council
AGENDA ITEM 12.

Agenda Item: **Discuss and Possibly Act Upon Amendment No. 1 to the Professional Services Agreement with Strand Associates Inc. for Hurricane Harvey Mitigation Projects and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-March 17, 2022

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

In October of 2020 as the City was applying for the two General Land Office Grants related to Hurricane Harvey and the 2016 Floods, Council authorized the City to partner with Strand Associates Inc. for engineering related to these grants. A contract was signed with Strand on October 20, 2020 regarding the language and a scope of work that was anticipated to align with the General Land Office (GLO) contracts if and when the grants were received. In January of 2022, the City was notified that we received the grants from GLO and received a formal contract from GLO related to the first grant which was the Hurricane Harvey Community Development Block Grant Mitigation Projects. This particular grant consisted of 11 projects valued at $5,001,643. It also included engineering and grant management within that amount, with the City contributing 1% of matching funds.

With the new contract received and signed in January of 2022, Strand has had the opportunity to better align their contract language and scope of work with the GLO Contract so that Strand's contract references GLO’s contract. Attatched is Amendment No. 1 in the packet which was provided by Strand and approved by City Attorney Cary Bovey. This amendment covers language changes, scope of work modifications, and sequence alignment when comparted to the final GLO contract. No monetary amount changes are noted or have changed. We respectfully ask Council to approve the amendment to better reflect the language, scope of work, and sequence of the GLO contract.

ATTACHMENTS:

(1) Amendment No. 1
(2) Original Strand Contract-08.06.2020

RECOMMENDED ACTION:

Approve Amendment No. 1 to the Professional Services Agreement with Strand Associates Inc. for Hurricane Harvey Mitigation Projects and authorize the Mayor to execute any necessary documentation.

**AMENDMENT NO. 1 TO THE CONTRACT
PROFESSIONAL ENGINEERING SERVICES FOR
MITIGATION PROJECTS
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

This is Amendment No. 1 to the referenced Contract.

NOW, THEREFORE, the Parties agree to amend the Contract as follows:

Under **Part I. DEFINITIONS/INTERPRETIVE PROVISIONS/PROJECT DESCRIPTION,**

1.02 INTERPRETIVE PROVISIONS, REPLACE item (i) in its entirety with the following:

> "(i) 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 B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G, Attachment H, and Attachment I; Solicitation Documents; and Provider's Response to Solicitation."

1.03 PROJECT, in the first paragraph, REPLACE GLO Contract No. TBD with "GLO Contract No. 22-085-049-D302."

Under **Part II. TERM, 2.22 EXTENT OF CONTRACT**, REPLACE Attachments A - H with "Attachments A - I."

REPLACE Attachment A, **ASSURANCES - CONSTRUCTION PROGRAMS**, with the new Attachment A, **PERFORMANCE STATEMENT**.

REPLACE Attachment B, **GENERAL AFFIRMATIONS**, with the new Attachment B, **ASSURANCES - CONSTRUCTION PROGRAMS**.

REPLACE Attachment C, **PERFORMANCE STATEMENT**, with the new Attachment C, **GENERAL AFFIRMATIONS**.

REPLACE Attachment D, **NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS**, with the revised Attachment D.

REPLACE Attachment E, **REQUIRED INSURANCE**, with the new Attachment E, **SPECIAL CONDITIONS**, and ADD the CERTIFICATE OF LIABILITY INSURANCE immediately after.

In Attachment H, **TEXAS GENERAL LAND OFFICE ENGINEERING SCOPE OF WORK,** the following services are not anticipated to apply to this project:

Under **Initial Engineering and Design Support**, items a, g, and h.

Under **Engineering and Final Design Support**, items c and d.

In **<u>Attachment I, Scope of Services</u>**, ADD the following:

"Project Description:

The Scope of Services is to provide topographic survey, design services, easement acquisition assistance, and bidding- and construction-related services for the GLO CDBG-MIT Hurricane Harvey Drainage Improvements Project. The project consists of 11 sites located throughout the City of Brenham, including the following:

1. Replacement of the single corrugated metal pipe culvert under Dixie Street near State Highway 36 North with twin three-foot by five-foot box culverts.
2. Replacement of the low water crossing at the tributary of Little Sandy Creek at Burleson Street with twin four-foot by five-foot box culverts and raising the roadway at the crossing.
3. Installation of 16 curb inlets and up to 2,300 linear feet (lf) of storm sewer along North Saeger Street and West Jefferson Street to the tributary of Little Sandy Creek.
4. Streambank restoration and stabilization of up to 700 lf of Higgins Branch south of FM 577.
5. Installation of seven curb inlets and up 800 lf of storm sewer along South Baylor Street.
6. Installation of seven curb inlets and up to 1,500 lf of storm sewer along East Commerce Street, Seelhorst Street, and Dark Street.
7. Construction of a concrete flume, concrete apron, and erosion control along Hogg Branch Creek at the Alamo Street crossing.
8. Channel restoration of up to 1,000 lf on Hogg Branch Creek between South Jackson Street and South Day Street.
9. Replacement of existing drainage structure with twin ten-foot by ten-foot concrete box culverts, new concrete headwalls, curb inlet, new guard rail, and channel restoration on Pecan Street at Hogg Branch Creek.
10. Installation of three curb inlets, junction boxes, and up to 450 lf of storm sewer from Tom Dee Street to Marie Street.
11. Installation of a recessed curb inlet and three-foot by five-foot box culvert from Spinn Street to South Day Street.

Scope of Services:

<u>General</u>

1. Communicate with Subrecipient, its services providers (e.g., environmental, contracted construction company, and Grant Administrator), and the GLO regarding this project.
2. Provide monthly project status updates to Subrecipient.
3. Provide technical data to Grant Administrator for grant administration purposes.

Initial Engineering and Design Support

1. Provide topographic survey for up to eleven sites within the public right-of-way as described under Project Description.

2. Survey the location of overhead and underground utilities within survey limits as field marked through Texas 811 locate request. Submit one Texas 811 request for each site. Additional requests and subsequent survey will be considered additional services.

3. Hold a project kickoff meeting with Subrecipient and its Grant Administrator.

4. Prepare metes and bounds description and associated plat for up to ten easements.

5. Prepare engineering drawings and technical specifications for up to 11 sites as described in the Project Description including site restoration, traffic control, and paving.

6. Perform hydrologic and hydraulic modeling to review sizing of drainage facilities. Design storm used for modeling will be in accordance with City Ordinances and Texas Department of Transportation (TxDOT) regulations.

7. Assist Subrecipient in obtaining permitting approval from the United States Army Corps of Engineers, Texas Commission on Environmental Quality, and TxDOT.

8. Communicate with private utility owners regarding design and potential utility conflicts. Attend up to three virtual meetings with utility owners.

9. Hire a geotechnical subconsultant to perform up to ten soil borings and prepare geotechnical report identifying subsurface soil conditions and related design criteria.

10. Prepare one set of Bidding Documents using GLO-provided General Conditions, technical specifications, and engineering drawings. The sites will be included in one bidding package and be bid as one project.

11. Attend three in-person progress meetings with Subrecipient at approximately 30, 60, and 90 percent completion.

Bidding-Related Services

1. Distribute one set of Bidding Documents electronically through CivCast, available at www.strand.com and www.civcastusa.com. Submit Advertisement for Bid to Subreceipient's newspaper of choice. Subrecipient shall pay newspaper directly for advertisement.

2. Attend one prebid meeting, prepare addenda. and answer questions during bidding.

3. Attend bid opening, tabulate and analyze bid results, and assist Subrecipient in the award of the Construction Contract.

4. Attend one in-person council meeting for Construction Contract award.

5. Prepare four sets of Contract Documents for signature.

Construction-Related Services

1. Provide contract administration services including in-person attendance at the preconstruction conference, review of contractor's shop drawing submittals, review of contractor's periodic pay requests, attendance at monthly construction progress meetings, up to 18 periodic site visits, preparation of change order documents, and participation in project closeout.

2. Provide resident project representative for up to 220 hours of part-time observation of construction. Provider will provide observation reports to Subrecipient monthly. In furnishing observation services, Provider's efforts will be directed toward determining for Subrecipient that the completed project will, in general, conform to the Contract Documents; but Provider will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

3. Provide one iteration of construction staking services.

4. Provide record drawings in electronic format from information compiled from contractor's records. Provider is providing drafting services only for record drawings based on the records presented to Provider by contractor and Subrecipient. Provider will not be liable for the accuracy of the record drawing information provided by contractor and Subrecipient."

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SIGNATURE PAGE FOLLOWS

IN WITNESSETH WHEREOF, the parties have executed this Contract Amendment by causing the same to be signed on this _____ day of _______________, ______.

SUBRECIPIENT:	PROVIDER:
CITY OF BRENHAM	STRAND ASSOCIATES, INC.®
_______________________________	Joseph M. Bunker 3/3/2022
Milton Y. Tate, Jr. Date	Joseph M. Bunker Date
Mayor	Corporate Secretary

CITY OF BRENHAM
22-085-049-D302
PERFORMANCE STATEMENT

The U.S. Department of Housing and Urban Development's Community Development Block Grant Mitigation ("CDBG-MIT") program to provide financial assistance with funds appropriated under Public Law 115-123, was enacted on August 30, 2019, to facilitate disaster recovery, restoration, mitigation, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by 2015, 2016, and 2017 disasters, 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.*).

In strict conformance with the terms and conditions of the Hurricane Harvey State Most Impacted and Distressed (SMID) Competition and this Contract, City of Brenham (Subrecipient) shall perform, or cause to be performed, the Infrastructure Activities defined below.

The Subrecipient has identified drainage improvement activities that will increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

Subrecipient shall perform the activities identified herein for the target area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. 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 $5,001,643.00. Subrecipient will be required to maintain a detailed budget breakdown in the official system of record of the GLO's Community Development and Revitalization (GLO-CDR) division.

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Flood and Drainage Facilities

Subrecipient shall improve storm drainage systems, install new storm sewer culverts, and complete all associated appurtenances. Construction shall take place at the locations identified in below, including midpoint coordinates for each segment.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
North Dixie Street	From North Dixie Street exit off Highway 36, 1,240' south on North Dixie Street, thence southeast 120'. 30.174210, -96.423038	One (1) Public Facility	1701.00 1702.00 1703.00 1704.00	1,2 1,2,3 1 1,2,3
Burleson Street Crossing	At Burleson Street approximately 930' north of Autumn Drive, thence northward for 135' 30.180257, -96.409009	One (1) Public Facility		
North Saeger/West Jefferson Street Storm Sewer Improvements	At North Saeger Street approximately 150' south of West Jefferson Street, northward along North Saeger St, thence eastward on West Jefferson Street to an outfall at Higgins Branch Creek 30.167168, -96.413561	2,180 LF		
Higgins Branch Creek Streambank Improvements	Higgins Branch Creek approximately 160' south of East Blue Bell Road, thence southwestward along the creek for 680' 30.176393, -96.396760	680 LF		
Baylor Street Storm Sewer Improvements	At South Baylor Street approximately 230' south of East Commerce Street, thence southward for 670' 30.164778, -96.396533	670 LF		
Commerce Street/Steelhorst Street Storm Sewer Line	At East Alamo Street 140' east of Clinton Street, southward between two properties, crossing East Commerce Street and railroad tracks to Steelhorst Street, thence eastward to Dark Street, thence southward for 840'. 30.166044, -96.393081	1,700 LF		
Hogg Branch Creek Crossing at Alamo Street	East Alamo Street at Hogg Branch Creek, extending outward 50' from either side of East Alamo Street 30.169745, -96.383108	One (1) Public Facility		

<table>
<tr><td>Hogg Branch Creek from Jackson Street to Day Street Streambank Improvement</td><td>At South Jackson Street eastward along Hogg Branch Creek, crossing Key Street, continuing eastward to South Day Street
30.157056, -96.400313</td><td>1,050 LF</td><td rowspan="4">1701.00
1702.01
1703.00
1704.00</td><td rowspan="4">1,2
1,2,3
1
1,2,3</td></tr>
<tr><td>Hogg Branch Creek Crossing at Pecan Street Culvert</td><td>Pecan Street at Hogg Branch Creek, extending outward 40' from either side of Pecan Street
30.162510, -96.391740</td><td>One (1) Public Facility</td></tr>
<tr><td>Tom Dee Street Storm Sewer Line</td><td>At Tom Dee Street 250'north of East Tom Green Street eastward to Marie Street between two properties, thence northward to Durden Street
30.158693, -96.390304</td><td>360 LF</td></tr>
<tr><td>Spinn Street Channel</td><td>Between Spinn Street and South Day Street
30.148663, -96.396887</td><td>One (1) Public Facility</td></tr>
<tr><td colspan="5">These Activities shall benefit then thousand one hundred eighty-five (10,185) persons. Of these persons, five thousand three hundred fifty (5,350), or fifty-two and fifty-three hundredths' percent (52.53%), are of low to moderate income.</td></tr>
</table>

BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	$5,001,643.00	$50,017.00[1]	$5,051,660.00
TOTAL	$5,001,643.00	$50,017.00[1]	$5,051,660.00

[1] CITY OF BRENHAM GENERAL FUND TO BE USED TOWARD CONSTRUCTION COSTS.

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MILESTONES

Budget Gates, Milestones, Actions, and Deliverables	**Not-To-Exceed Budget Gate Percentages by Budget Category** (Subrecipient may draw up to, but not-to-exceed, the identified percentage of the budget category until stated deliverable(s) are submitted to and approved by the GLO.)			**Single Deliverable Milestones by Budget Category** (Subrecipient may draw up to 100% of budget category after submittal to and approval by the GLO of the stated deliverable.)		**Multiple Deliverable Milestones** (Subrecipient may draw up to, but not-to-exceed, the percentage stated after submittal to and approval by the GLO of the stated deliverable.)	
	Project Delivery						
Project Phase Actions and Deliverables:	**Grant Administration Funds**	**Environmental Funds**	**Engineering Funds**	**Special Environmental Funds**	**Acquisition Funds**	**Construction Funds**	**Planning/ Studies (not related to engineering design)**
Action: Start-up Phase **Deliverable:** Contract kick-off meeting sign-in sheet; all required start-up documentation reviewed and accepted by GLO; executed grant administration service provider contract in pdf.	0-15%						
Action: Commencement of Engineering Phase **Deliverable:** Executed engineering service provider contract in pdf provided during start-up phase as applicable.			0-30%				
Action: Commencement of Environmental Phase **Deliverable:** Executed environmental service provider contract in pdf provided during start-up phase as applicable.	15.01-30%	0-30%					
Action: Completion of Design Phase **Deliverable:** Complete signed and sealed 100% construction plans in pdf*.			30.01-60%				
Action: Completion of Special Environmental Services **Deliverable:** GLO approval of required documentation, dependent upon additional environmental requirements.				100%			

	Project Delivery						
Project Phase Actions and Deliverables:	**Grant Administration Funds**	**Environ-mental Funds**	**Engineering Funds**	**Special Environ-mental Funds**	**Acquisition Funds**	**Construction Funds**	**Planning/ Studies (not related to engineering design)**
Action: Completion of Environmental Record Review **Deliverable:** GLO signed AUGF**	30.01-50%	30.01-100%					
Action: Acquisition Phase **Deliverable:** Acquisition Detailed Report and supporting documentation per parcel accepted by GLO*					100%		
Action: Commencement of Bid Phase **Deliverable:** First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%				
Action: Commencement of Construction Phase **Deliverable:** Signed Notice to Proceed (NTP)*	60.01-85%		70.01-85%			0-95%	
Action: Completion of Construction Phase **Deliverable:** Signed and sealed complete as-built plans in pdf; executed COCC accepted by GLO; signed FWCR accepted by GLO*	85.01-95%		85.01-100%			95.01-100%	
Action: Commencement of Planning/Study Phase **Deliverable:** Signed notice to proceed or similar document from Subrecipient initiating planning/study activity with description of work to be performed.							0-85%
Action: Completion of Planning/Study Phase **Deliverable:** Final report and proof of acceptance by the Subrecipient.							85.01-100%
Action: Grant Completion Report Approval **Deliverable:** GCR approved by GLO.	95.01-100%						

Failure to provide any deliverable identified could result in repayment of funds expended in part or in full. Deliverables identified in the table allow the subrecipient to draw the identified percentage per category contingent upon compliance of associated program guidance.
*if multiple construction contracts, multiple deliverables are required and associated costs are pro-rated in accordance with budget details in final GLO approved application
**if project includes more than one ERR, associated costs are pro-rated in accordance with budget details in final GLO approved application

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GENERAL AFFIRMATIONS

For the purposes of this document, the term "governmental entities" shall have the same meaning as defined in Chapter 2251 of the Texas Government Code.

TO THE EXTENT APPLICABLE, Subrecipient affirms and agrees to the following, without exception:

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, 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 Subrecipient.

2. If the Contract is for services, Subrecipient 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, but for contracts subject to 2 CFR 200, only to the extent such compliance is consistent with 2 CFR 200.319.

3. Under Section 231.006 of the Family Code, the vendor or applicant [Subrecipient] 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. [*Not applicable to contracts with governmental entities*.]

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. Subrecipient certifies it has submitted this information to the GLO. [*Not applicable to contracts with governmental entities*.]

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), Subrecipient 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. Subrecipient 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. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.

8. Upon request of the GLO, Subrecipient 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, Subrecipient 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 Subrecipient's submission of its offer to provide consulting services to the GLO or, in the alternative Subrecipient, 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, except as otherwise provided by statute, rule, or regulation, Subrecipient 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. NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

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, and except as otherwise provided by statute, rule, or regulation, Subrecipient 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. Except as otherwise provided by statute, rule, or regulation, 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). NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.

    a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient'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, or, if applicable, the governmental immunity of Subrecipient. 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 or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient 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. Subrecipient 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. Except as otherwise provided by statute, rule, or regulation, 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 Subrecipient: (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. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it 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. Subrecipient understands that all obligations of the GLO under this Contract are subject to the availability of 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. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.

15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, Subrecipient 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. Subrecipient 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, Subrecipient certifies that neither Subrecipient nor any person or entity represented by Subrecipient 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, Subrecipient 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 Subrecipient from providing free technical assistance.

18. Subrecipient 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. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.

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 any Party.

21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, 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 SUBRECIPIENT 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 SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. [*Not applicable to contracts with governmental entities*.]

22. IF THE CONTRACT IS FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, SUBRECIPIENT, TO THE EXTENT ALLOWED BY LAW, 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 SUBRECIPIENT'S PERFORMANCE, AND/OR FAILURES TO PAY A SUBCONTRACTOR OR SUPPLIER BY THE SUBRECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, CONSULTANTS UNDER CONTRACT TO SUBRECIPIENT, 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 SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. [*Not applicable to contracts with governmental entities*.]

23. TO THE EXTENT ALLOWED BY LAW, SUBRECIPIENT 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 SUBRECIPIENT PURSUANT TO THIS CONTRACT; (2) ANY DELIVERABLE, WORK PRODUCT, CONFIGURED SERVICE OR OTHER SERVICE PROVIDED HEREUNDER; AND/OR (3) THE GLO'S AND/OR SUBRECIPIENT'S USE OF OR ACQUISITION OF ANY

REQUESTED SERVICES OR OTHER ITEMS PROVIDED TO THE GLO BY SUBRECIPIENT OR OTHERWISE TO WHICH THE GLO HAS ACCESS AS A RESULT OF SUBRECIPIENT'S PERFORMANCE UNDER THE CONTRACT. SUBRECIPIENT AND THE GLO SHALL FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. SUBRECIPIENT SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE, INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY SUBRECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL (OAG) WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND SUBRECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM OAG. IN ADDITION, SUBRECIPIENT 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 SUBRECIPIENT OR IF THE GLO IS REQUIRED BY APPLICABLE LAW TO SELECT SEPARATE COUNSEL, THE GLO WILL BE PERMITTED TO SELECT SEPARATE COUNSEL AND SUBRECIPIENT WILL PAY ALL REASONABLE COSTS OF THE GLO'S COUNSEL. [*Not applicable to contracts with governmental entities*.]

24. Subrecipient has disclosed in writing to the GLO all existing or known 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, Subrecipient 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. Subrecipient 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, Subrecipient 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 Subrecipient and legally empowered to contractually bind Subrecipient 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, Subrecipient 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. Subrecipient 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. Subrecipient 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. Subrecipient expressly acknowledges that 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, Subrecipient 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, Subrecipient certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

33. Pursuant to Section 572.069 of the Texas Government Code, Subrecipient certifies it has not employed and will not employ a former state officer or employee who participated in a procurement or contract negotiations for the GLO involving Subrecipient within two (2) years after the date that the contract is signed or the procurement is terminated or withdrawn. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

34. The GLO does not tolerate any type of fraud. GLO policy promotes consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Subrecipient shall report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO's Fraud Reporting hotline at (877) 888-0002.

35. The requirements of Subchapter J, Chapter 552, Government Code, may apply to this Contract and Subrecipient agrees that the Contract can be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.

36. If Subrecipient, in its performance of the Contract, has access to a state computer system or database, Subrecipient must complete a cybersecurity training program certified under Texas Government Code Section 2054.519, as selected by the GLO. Subrecipient must complete the cybersecurity training program during the initial term of the Contract and during any renewal period. Subrecipient must verify in writing to the GLO its completion of the cybersecurity training program.

37. Under Section 2155.0061, Texas Government Code, Subrecipient certifies that the 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. [*Not applicable to contracts with governmental entities.*]

38. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.

39. Pursuant to Government Code Section 2274.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

40. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.

41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.

42. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.

43. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.

44. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.

45. If subject to 2 CFR 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services, as defined in Public Law 115-232, Section 889, as a substantial or essential component of any system, or as critical technology as part of any system.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Subrecipient 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 Subrecipient acknowledges that this list may not include all such applicable laws, rules, and regulations.

Subrecipient 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;

Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123);

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);

Community Development Block Grant Disaster Recovery and Mitigation Implementation Manual; and

State of Texas CDBG Mitigation Action Plan, dated March 31, 2020, as may be amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "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 Subrecipient 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, Subrecipient 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 Non-construction 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)).

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).

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SPECIAL CONDITIONS

If applicable to a Project or 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 Projects or Activities anticipated.

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

A. REIMBURSEMENT, GENERALLY

As provided for in Public Law 115-123, 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. When Activities specified in a Performance Statement involve structures that are located within Special Flood Hazard Areas (SFHA), flood insurance may be required. If required, 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 is located within a floodplain, 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"), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
      ii. Where the community is participating in the NFIP, 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. 5154a, 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 the 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 properly submitted to the Texas Commission on Environmental Quality (TCEQ) for review and approval in accordance with the administrative requirements of 30 TAC §217.6.

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification to the GLO of the start of construction on any sewer treatment plant or 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 as required by 16 Texas Administrative Code Chapter 24, Subchapter H.

G. ON-SITE SEWAGE FACILITIES (OSSF) IMPROVEMENTS

1. Subrecipient shall provide documentation that final plans, specifications, and installation of its OSSF 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 OSSF in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b).
3. Prior to the selection of program recipients for proposed 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) adopted under 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, Chapter 68. If estimated construction costs exceed Fifty Thousand Dollars ($50,000.00), Construction Documents must be submitted to the 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 in accordance with Transportation Code Section 201.084, 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 Texas 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. PROGRAM GUIDELINES

Prior to the selection of program beneficiaries, Subrecipient shall provide to the GLO, for GLO review and approval, a copy of its proposed guidelines for the program. The guidelines must meet or exceed to requirements in the Federal Registers. 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. AFFORDABILITY PERIODS FOR SINGLE-FAMILY HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

For single-family non-rental housing assistance provided by Subrecipient, Subrecipient shall implement a minimum* three-year affordability period during which the homeowner must occupy the home as a principal place of residence, guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE ("NOTE")

Housing rehabilitation or reconstruction assistance provided by Subrecipient shall be in the form of a three-year unsecured forgivable promissory note at an interest rate of zero-percent (0%). Provided that all terms and conditions contained in the Note continue to be fulfilled, a Note will be forgiven according to the following terms, as applicable, until the applicant fulfills their note requirement (the requirements are defined in the promissory note document): at a rate of 33 percent per year for the first two years, and 34 percent after the third year.

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 Note term, the repayment provisions of the Note shall be enforced.

2. If, during the 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, in the case of a limited clientele project, the determination that the national objective of benefiting low to moderate-income persons was met.

3. For a limited clientele project, the national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to

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* Subrecipient may establish a longer affordability period at its own discretion.

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 forgivable Note.

4. If property assisted under a limited clientele project is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the Note must be repaid by 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 Note or repayment of the assistance (in full or in part), Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
5. Monitoring of the Note is required both during and after the grant is closed. Subrecipient must utilize non-CDBG funds to fulfill the monitoring obligations for its impacted recovered community.
6. 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 receive future assistance as outlined in Section B of this document.

P. RENTAL HOUSING REHABILITATION, RECONSTRUCTION, OR NEW CONSTRUCTION ASSISTANCE

Rental housing rehabilitation, reconstruction, or new construction assistance will provided be provided in the form of a forgivable loan or grant at zero interest dependent on the applicable Federal Register notice, Action Plan, or Housing Guidelines. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven on a pro-rated basis 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 a disaster event in order to increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters. 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.

Q. 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.

REQUIRED CONTRACT PROVISIONS (CONTRACTS USING FEDERAL FUNDS)

Italics – Explanatory; NOT CONTRACT LANGUAGE

THRESHOLD	PROVISION	CITATION
None	H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Camp., p. 189) and 12689 (3 CFR Part 1989 Camp., p, 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i) (11))
>$10,000	*B) All contracts in excess of $10, 000 must address termination for cause and for convenience by the non-• Federal entity including the manner by which it will be affected and the basis for settlement.* **Termination for Cause:** If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement. The City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City/County and become the property of the City/County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Notwithstanding the above. The Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. **Termination for Convenience of the City/County:** City/County may at any time and for any reason terminate Contractor 's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.	2 CFR 2:00 APPENDIX II (B)

>$50,000	*(A) Contracts for more than $50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.* Use the following language for contracts > $50,000: **Resolution of Program Non-compliance and Disallowed Costs:** In the event of any dispute, claim, question, or disagreement - arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter IS not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.	2 CFR 200 APPENDIX II (A)
Equal Opportunity Clause for Construction Contracts > $10K, including administration & engineering contracts associated with construction contracts.		
≥$10,000	2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60 all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the Equal Opportunity. Clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, "and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." **§60-1.4(b) Equal opportunity clause:** *(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract. loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:* *The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, the following equal opportunity clause:* During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.	41 CFR §60-1.4 (b) and 2 CFR 200 APPENDIX II (C)

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled , terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence Immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however. That in the event a contractor becomes involved in. or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations. and relevant

	orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24 , 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings. the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan. insurance. guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11. 2015]	
CONSTRUCTION CONTRACTS		
>$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >$100,000 for Contract Work Hours and Safety Standards Act	*Federal labor standards provisions include:* 1. *Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);* 2. *Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3): and* 3. *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)*	

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-677509

Date Filed:
10/12/2020

Date Acknowledged:

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

Strand Associates, Inc.
Brenham, TX United States

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

City of Brenham

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

P200.494
Engineering Services for Hurricane Harvey GLO CDBG-MIT Drainage Improvements

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Strand Associates, Inc.	Brenham, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Joseph M. Bunker, and my date of birth is August 2, 1973.

My address is 910 W. Wingra Drive (street), Madison (city), WI (state), 53715 (zip code), USA (country).

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

Executed in Dane County, State of Wisconsin, on the 16 day of October (month), 20 20 (year).

Joseph M Bunker
Signature of authorized agent of contracting business entity
(Declarant)

TEXAS GENERAL LAND OFFICE
ENGINEERING
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Provider may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Provider will be required to show the ability to provide all the Engineering services described below. Provider shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

(a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.

(b) Provide monthly project status updates.

(c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Provider will be required to show the ability to provide all the Engineering services described below:

(a) Assist with the development of grant applications, as necessary.

(b) Provide all project information necessary to ensure timely execution of the environmental review.

(c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:

i. Cross sections/elevations

ii. Project layout/staging areas

iii. General notes

iv. Special notes

v. Design details

vi. Specifications

vii. Utility relocation designs

viii. Construction limits, including environmentally sensitive areas that should be avoided during construction

ix. Required permits

x. Quantities

xi. Estimate of construction costs to within +/- 25%

xii. Schedules for design, permitting, acquisition and construction

(d) Design surveying, topographic and utility mapping.

(e) Perform subsurface explorations for project sites, as necessary.

(f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.

(g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.

(h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.

(i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.

(j) Prepare plans and profiles, including vertical design information for the selected alternative.

(k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.

(l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.

(m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Provider will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

(a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:

i. Cross sections/elevations

ii. Project layout/staging areas

iii. General notes

iv. Special notes

v. Design details

vi. Specifications

vii. Utility relocation designs

viii. Construction limits, including environmentally sensitive areas that should be avoided during construction

ix. Required permits

x. Quantities

xi. Estimate of construction costs to within +/- 20%

xii. Schedules for design, permitting, acquisition and construction

(b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.

(c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.

(d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.

(e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Provider will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

(a) Submit appropriate items and support subrecipient in the development of complete bid package.

(b) Prepare and assist subrecipient in the advertisements for bid solicitation.

(c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).

(d) Attend and support subrecipient at pre-bid conference and bid opening.

(e) Support subrecipient with ongoing communication during bid process.

(f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.

(g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.

(h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Observation

Provider will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

(a) Ensure delivery of subrecipient project in accordance with contract.

(b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.

(c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.

(d) Provide periodic and final inspections and tests reports, as required for the project.

(e) Provide observation of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient. In furnishing observation services, provider's efforts will be directed toward determining for subrecipient that the completed project will, in general, conform to the Contract Documents; but provider will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

(f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.

(g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents. Provider's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to subrecipient free and clear of any liens, claims, or other encumbrances. Any such service by Provider will be provided through an amendment to this Agreement.

(h) Obtain independent cost estimates for validation purposes, as required.

(i) Review and respond to requests for information/clarification.

(j) Support subrecipient with issue identification and claims resolutions.

(k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.

(l) Develop a final "as built" report of quantities, drawings, and specifications.

(m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.

(n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.

(o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.

(p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.

(q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).

(r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Provider will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

(a) Provide Geotechnical Investigations as may be required for a project.

(b) Provide Detailed Surveying as may be required for a project.

(c) Provide Site Specific Testing as may be required for a project.

(d) Provide Archeological Studies as may be required for a project.

(e) Provide Planning Studies as may be required for a project.

(f) Provide Feasibility Studies as may be required for a project.

(g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).

(h) Provide Phase I and Phase II environmental site assessments as requested.

The Texas General Land Office Engineering Scope of Work is clarified as follows.

Scope of Services:

Grant Application Services

1. Assist with the development of grant applications, including preparation of the following:

   a. Project maps providing project location and site plan,
   b. Opinions of Probable Construction Cost,
   c. Project schedules,
   d. Beneficiary justification memo, and
   e. Mitigation justification memo.

2. Provide project information to be used by others as they perform environmental reviews.

Design, Bidding-Related, and Construction-Related Services

To be determined and added by amendment once funding has occurred and contract is approved between State and Entity.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/2/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Ansay & Associates, LLC. MSN
2901 W. Beltline Hwy.
Suite 202
Madison WI 53713

CONTACT NAME: Joe Keal
PHONE (A/C, No, Ext): 800-643-6133 FAX (A/C, No): 608-831-4777
E-MAIL ADDRESS: joe.keal@ansay.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : CNA Insurance Companies	35289
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED STRAASS-01
Strand Associates, Inc.
910 W. Wingra Drive
Madison WI 53715

COVERAGES CERTIFICATE NUMBER: 223348861 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			5099170076	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 900,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 15,000
	X 1,000						PERSONAL & ADV INJURY	$ 1,000,000
	X XCU cov. incl.						GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			5099170062	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS; X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB; X OCCUR			5099170059	1/1/2022	1/1/2023	EACH OCCURRENCE	$ 2,000,000
	EXCESS LIAB; CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC595126844	1/1/2022	1/1/2023	X WC STATU-TORY LIMITS; OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability Full Prior Acts			AEH113974097	7/11/2021	7/11/2022	Each Claim Aggregate Full Prior Acts	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
GLO Contract No. 22-085-049-D302
Strand Project #: 3900.257
Additional Insured status is extended on a primary and non-contributory basis, including completed operations, from the general liability, auto liability and excess liability policies to those parties specified in the written contract.
A waiver of subrogation applies to the general liability, automobile liability and workers compensation policies to as specified in the written contract.
A 30 Day Notice of Cancellation applies as specified in the written contract.

CERTIFICATE HOLDER

City of Brenham
Attn: City Manager
PO Box 1059
Brenham TX 77834

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

CNA

Business Auto Policy
Policy Endorsement

ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE
Name of Additional Insured Person Or Organization
ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II** - LIABILITY COVERAGE, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

CNA

CNA PARAMOUNT

Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury** or **property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and

2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph **I.** above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury**, **property damage**, or **personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS,** the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

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CNA

CNA PARAMOUNT

Architects, Engineers and Surveyors General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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1. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. supervisory, inspection, architectural or engineering activities.

D. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

E. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury** or **property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

H. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:

   a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

   b. the construction, erection, or removal of elevators; or

   c. the ownership, maintenance or use of any elevators covered by this insurance; or

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but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations.

Please see the **ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES** provision of this endorsement for additional coverage and restrictions applicable to **spouses** of natural person **Insureds**.

4. **BOATS**

Under **COVERAGES, Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to add the following additional exception to the exclusion entitled **Aircraft, Auto or Watercraft**:

This exclusion does not apply to:

Any watercraft owned by the **Named Insured** that is less than 30 feet long while being used in the course of the **Named Insured's** inspection or surveying work.

5. **BODILY INJURY – EXPANDED DEFINITION**

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

6. **BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE**

Under **CONDITIONS**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. **BROAD KNOWLEDGE OF OCCURRENCE**

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or to an **employee** designated by any of the above to give such notice.

B. **NOTICE OF OCCURRENCE**

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

7. **BROAD NAMED INSURED**

WHO IS AN INSURED is amended to delete its Paragraph **3.** in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph **4.** below, any organization in which a **Named Insured** has management control:

   a. on the effective date of this **Coverage Part**; or

   b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

   qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** of any natural person **Insured** or living trust shall also be insured under this policy; provided, however, coverage is afforded to such estates, executors, heirs, legal representatives, administrators, trustees, beneficiaries and **spouses** only for **claims** arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided, however, that the **spouse** of a natural person **Named Insured**, and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER LOCATION

A. A separate Location General Aggregate Limit, equal to the amount of the General Aggregate Limit, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and

2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that location. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Location General Aggregate Limit of any other location.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations involved;

B. Under **COVERAGES**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. to add the following additional exclusions:

This insurance does not apply to:

Discrimination

any actual or alleged discrimination, humiliation or harassment, including but not be limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. **DEFINITIONS** is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES

A. Past Joint Ventures, Partnerships, Limited Liability Companies

The following is added to **WHO IS AN INSURED:**

If the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense, first occurred after such termination date;

b. the **bodily injury** or **property damage** first occurred after such termination date; and

c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company.

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph **c.** above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Architects, Engineers And Surveyors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

B. Participation In Current Professional Joint Ventures

The following is added to **WHO IS AN INSURED**:

The **Named Insured** is also an **Insured** for participation in a current joint venture that is not named on the Declarations, but only if such joint venture meets all of the following criteria:

a. Each and every one of the **Named Insured's** co-venturers are architectural, engineering or surveying firms only; and

b. There is no other valid and collectible insurance purchased specifically to insure the joint venture.

However, the **Named Insured** is an **Insured** only for the conduct of such **Named Insured's** business within such a joint venture. The **Named Insured** is not insured for liability arising out of the acts or omissions of other co-venturers, nor of their partners, members or employees.

C. **WHO IS AN INSURED** is amended to delete its last paragraph and replace it with the following:

Except as provided under this **Architects, Engineers And Surveyors General Liability Extension Endorsement** or by the attachment of another endorsement (if any), no person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations.

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c. property that is an **auto**, aircraft or watercraft;

d. property in transit; or

e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete its last paragraph and replace it with the following:

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner, nor to damage to the contents of premises rented to a **Named Insured** for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE**.

C. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, $25,000 is the most the Insurer will pay under **Coverage A** for **damages** arising out of any one **occurrence** because of the sum of all **property damage** to borrowed tools or equipment, and to other personal property of others in the **Named Insured's** care, custody or control, while being used in the **Named Insured's** operations away from any **Named Insured's** premises. The Insurer's obligation to pay such **property damage** does not apply until the amount of such **property damage** exceeds $1,000. The Insurer has the right but not the duty to pay any portion of this $1,000 in order to effect settlement. If the Insurer exercises that right, the **Named Insured** will promptly reimburse the Insurer for any such amount.

D. Paragraph **6.**, Damage To Premises Rented To You Limit, of **LIMITS OF INSURANCE** is deleted and replaced by the following:

6. Subject to Paragraph **5.** above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under **Coverage A** for **damages** because of **property damage** to any one premises while rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, including contents of such premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

a. $500,000; or

b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph **4.b.(1)(a)(ii)** of the **Other Insurance** Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the **Named Insured**, for premises temporarily occupied by the **Named Insured** with the permission of the owner; or for personal property of others in the **Named Insured's** care, custody or control;

16. LIQUOR LIABILITY

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Liquor Liability**.

This **LIQUOR LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

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This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

(a) the **Named Insured**; or

(b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:

This insurance does not apply to:

Employment Related Discrimination

discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any **Insured**.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any **Insured**.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this **PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION** Provision does not apply to any person or organization whose status as an **Insured** derives solely from

Provision **1. ADDITIONAL INSURED** of this endorsement; or

attachment of an additional insured endorsement to this **Coverage Part**.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under **COVERAGES, Coverage B –Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Contractual Liability**.

B. Solely for the purpose of the coverage provided by this **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** provision, the following changes are made to the section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:**

1. Paragraph **2.d.** is replaced by the following:

d. The allegations in the **suit** and the information the Insurer knows about the offense alleged in such **suit** are such that no conflict appears to exist between the interests of the **Insured** and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph **2.f.(2)(b)** is deleted and replaced by the following:

So long as the above conditions are met, attorney's fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred

1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury**, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

2. **Bodily injury** or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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CNA PARAMOUNT

Waiver of Transfer of Rights of Recovery Against Others to the Insurer Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE
Name Of Person Or Organization:
ANY PERSON OR ORGANIZATION WHOM THE NAMED INSURED HAS AGREED IN WRITING IN A CONTRACT OR AGREEMENT TO WAIVE SUCH RIGHTS OF RECOVERY, BUT ONLY IF SUCH CONTRACT OR AGREEMENT:
1. IS IN EFFECT OR BECOMES EFFECTIVE DURING THE TERM OF THIS COVERAGE PART; AND 2. WAS EXECUTED PRIOR TO THE BODILY INJURY, PROPERTY DAMAGE OR PERSONAL AND ADVERTISING INJURY GIVING RISE TO THE CLAIM.

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, it is understood and agreed that the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

With respect to the person or organization shown in the Schedule above, the Insurer waives any right of recovery the Insurer may have against such person or organization because of payments the Insurer makes for injury or damage arising out of the **Named Insured's** ongoing operations or **your work** included in the **products-completed operations hazard**.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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NOTICE ENDORSEMENT - NOTICE OF CANCELLATION, NON-RENEWAL OR REDUCTION IN LIMITS WHERE REQUIRED BY WRITTEN CONTRACT

It is understood and agreed that if the **Named Insured** has agreed in a written contract with its client to provide such client with notice of cancellation or non-renewal of this Policy, or notice of a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide such notice of cancellation, non-renewal or reduction in Limits to the client as set forth herein.

Within ten (10) business days of the Insurer's request, the **Named Insured** will deliver to the Insurer, or cause to be delivered by the broker or agent of record, a list acceptable to the Insurer containing the names and addresses of all entities entitled to receive notice. If the list is not provided to the Insurer within such time period, the Insurer will not provide notification. The Insurer will assume that the list provided to the Insurer by the **Named Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file. Such notice will be delivered to such client at the address recorded by certificate on file with the broker or agent of record and provided to the Insurer.

With respect to cancellation or non-renewal of this Policy, the Insurer will provide the **Named Insured's** client with the greater of:

(1) thirty (30) days' notice; or

(2) the number of days' notice set forth in the applicable State Provisions endorsement attached to this Policy in accordance with the Cancellation/Non-Renewal condition of the Policy.

With respect to a reduction in the Limits of Liability of this Policy by endorsement during the **policy term**, the Insurer will provide the **Named Insured's** client with the lesser of:

(1) sixty (60) days' notice; or

(2) the number of days' notice required in the **Named Insured's** contract with such client.

The Insurer's failure to provide such notification will not extend the Policy cancellation date, negate cancellation or non-renewal of the Policy, invalidate any endorsement to the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

PROFESSIONAL ENGINEERING SERVICES FOR MITIGATION PROJECTS UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

THE City of Brenham, Texas, (the "Subrecipient") and Strand Associates, Inc.®, Tax Identification Number 39-1020418 ("Provider"), each a "Party" and collectively, "the Parties," enter into the following contract as of August 6, 2020, for professional engineering services (the "Contract") pursuant to the Professional Services Procurement Act, TEX. GOVT. CODE 2254 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has applied for U.S. Department of Housing and Urban Development Community Development Block Grant–Mitigation ("CDBG-MIT") Hurricane Harvey funds, administered by the Texas General Land Office ("GLO") for mitigation assistance; and

WHEREAS, the CDBG-MIT program is funded under the Housing and Urban Development, Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018, Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. No. 115-123.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

I. DEFINITIONS/INTERPRETIVE PROVISIONS/PROJECT DESCRIPTION

1.01 DEFINITIONS

"Activity" means a defined class of works or services authorized to be accomplished using CDBG-MIT grant funds. Activities are specified in Subrecipient Budgets as 'Category,' and the terms are interchangeable under this Contract.

"Administrative and Audit Regulations" means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee's with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office and the Texas Comptroller of Public Accounts.

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

"Benchmark" or "Billing Milestone" means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

"CDBG—MIT" means the Community Development Block Grant—Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

"Certificate of Construction Completion" means a document submitted by an engineer or, if none, a construction contractor, to a Subrecipient which, when executed by the Subrecipient, indicates acceptance of the non-housing project, as built.

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

"Contract Period" means the period of time between the effective date of a contract and its expiration or termination date.

"Deliverable" means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

"Federal Assurances" means Standard Form 424B (Rev. 7-97 (non-construction projects; or Standard Form 424D (Rev. 7-97 (construction projects, in **Attachment A,** attached hereto and incorporated herein for all purposes.

"Federal Certifications" means U.S. Department of Commerce Form CD-512 (12-04, "Certifications Regarding Lobbying – Lower Tier Covered Transactions," also in **Attachment A**, attached hereto and incorporated herein for all purposes.

"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 the Governmental Accounting Standards Board.

"General Affirmations" means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

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

"HSP" means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

"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.

"Mentor Protégé" means the Comptroller of Public Accounts' leadership program found at: http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/

"Non-housing" refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-MIT program grant.

"Performance Statement" means Provider's detailed project summary hereby incorporated for all purposes as **Attachment C**.

"Project" means the professional engineering services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

"Project Completion Report" means a report containing an "as built" accounting of all projects completed under a CDBG-MIT non-housing grant and containing all information required to completely close out a grant file.

"Project Implementation Manual" means a set of guidelines for the CDBG-MIT Program, incorporated herein by reference for all purposes in its entirety.

"Project Period" means the stated time for completion of a Project assigned by Work Order, if any.

"Prompt Pay Act" means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

"Provider" means Strand Associates, Inc, selected to provide the services under this Contract, if any.

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

"Quarterly Report" means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

"RFQ/RFP" means the Subrecipient's Request for Qualifications/Proposals, or the Solicitation, as defined below.

"Scope of Services" means Provider's detailed scope of services hereby incorporated for all purposes as **Attachment H and I.**

"Solicitation" means Subrecipient's Request for Qualifications/Proposals, including any Addenda.

"Solicitation Response" means Provider's full and complete response to the Solicitation, including any Addenda.

"State of Texas TexTravel" means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

"Subcontractor" means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

"Subrecipient" means City of Brenham, Texas, a local governmental body or political subdivision that receives funds under HUD's CDBG—MIT Program for non-housing projects.

"Subrecipient Agreement" means the contractual agreement for a CDBG-MIT non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

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

1.02 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, (i) 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 (ii) 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;

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

(e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

(f) 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;

(g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase "in its/their sole discretion." Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;

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

(i) 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 B, Attachment C, Attachment D, Attachment E, Attachment F, Attachment G and Attachment H. Solicitation Documents; and Provider's Response to Solicitation.

1.03 PROJECT

Provider shall perform, or cause to be performed, professional engineering services as required for disaster recovery projects in the City of Brenham, Washington County, Texas, authorized under GLO Contract No. TBD as ("Subrecipient's Contract"), as may be amended from time to time, and as outlined in detail in the Performance Statement, attached hereto and incorporated herein for all purposes as **Attachment C** ("the Project").

Provider is responsible for obtaining Subrecipient's most current performance statement and Implementation Schedule, Budget ("Subrecipient's Documents"), and any other documentation which may be required to accomplish the Project that is the subject of this Contract. Such documents are incorporated herein by reference in their entirety for all purposes.

No services may begin and no charges may be incurred prior to the effective date of Subrecipient's Contract and/or Amendment, to which this Contract is related, with the exception of assistance to Subrecipient in completing the grant application as necessary, and other pre-execution services authorized by prior, written approval of the GLO, if any. Subrecipient Documents may be obtained from the Subrecipient or the Subrecipient's Grant Administrator, and their effective date and status as executed documents must be confirmed by Provider prior to commencement of any services.

1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Contract.

MONTHLY REPORTS–APPLICABLE TO NON-HOUSING AND HOUSING PROJECTS:

MONTHLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS. It is incumbent upon Provider to facilitate the submission of each Monthly Report in a timely manner. Each Monthly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Monthly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Monthly

Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

Reimbursement may be withheld if a Monthly Report is delinquent or deficient, in the sole discretion of the GLO.

Provider shall submit to the Subrecipient all reports, drawings, surveys, designs, and such other work products as required by the Scope of Services in **Attachments H and I** of this Contract and Subrecipient's Contract, and in accordance with the Project Implementation Manual, and any Technical Guidance Letters or Revisions issued by the GLO, if any.

FINAL DOCUMENTATION: By the close of business no later than thirty (30) days after completion of a construction project, Provider shall submit to the Subrecipient and to Subrecipient's Grant Administration Provider, if any, a copy of the executed Certificate of Construction Completion ("COCC") for the project which must include a final, **"as built"** report of quantities, drawings, and specifications used during the course of the project, with justification as to why any variances from original plans, approved pursuant to **SECTION 1.04(c)** of Provider's Contract, were required. **Notwithstanding the preceding** the GLO, in its sole discretion, may approve extensions to this Deliverable due date. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

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II. TERM

2.01 DURATION

This Contract shall be effective as of the date of award and shall terminate after closing of project with GLO. Any extensions will be subject to terms and conditions mutually agreeable to both parties.

2.02 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of services, unless the specification or scope of services significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

2.03 TERMINATION OF CONTRACT FOR CAUSE

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

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

2.04 TERMINATION FOR CONVENIENCE OF THE CITY/COUNTY

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

Upon such termination, Provider shall be entitled to payment only as follows: (1) the actual cost of the services completed in conformity with this Contract; plus, (2) such other costs actually incurred by Provider as are permitted by this contract and approved by Subrecipient; (3) plus ten percent (10%) of the cost of the services referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Provider prior to the date of the termination of this Contract. Provider shall not be entitled to any claim or claim of lien against Subrecipient for any additional compensation or damages in the event of such termination and payment.

2.05 CHANGES

The Subrecipient may, from time to time, request changes in the services the Provider will perform under this Contract. Such changes, including any increase or decrease in the amount of the Provider's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Contract.

2.06 RESOLUTION OF PROGRAM NON-COMPLIANCE AND DISALLOWED COSTS

In the event of any dispute, claim, question, or disagreement arising from or relating to this Contract, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or CDBG-MIT program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Contract and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

2.07 PERSONNEL

a. The Provider represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Subrecipient.

b. All of the services required hereunder will be performed by the Provider or under its supervision and all personnel engaged in the services shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the services covered by this Contract shall be subcontracted without the prior written approval of the Subrecipient. Any services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

2.08 ASSIGNABILITY

The Provider shall not assign any interest on this Contract, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Subrecipient thereto; provided, however, that claims for money by the Provider from the Subrecipient under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the Subrecipient.

2.09 REPORTS AND INFORMATION

The Provider, at such times and in such forms as the Subrecipient may require, shall furnish the Subrecipient such periodic reports as it may request pertaining to the services undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Contract.

2.10 RECORDS AND AUDITS

The Subrecipient shall maintain fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. The Subrecipient shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Contract or the period required by other applicable laws and regulations.

2.11 FINDINGS CONFIDENTIAL

All of the reports, information, data, etc., prepared or assembled by the Provider under this contract are confidential and the Provider agrees that they shall not be made available to any individual or organization without the prior written approval of the Subrecipient.

2.12 COPYRIGHT

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Provider.

2.13 COMPLIANCE WITH LOCAL LAWS

The Provider shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Provider shall save the Subrecipient harmless with respect to any damages arising from any tort related to Provider's negligence in performing any of the services embraced by this Contract.

2.14 CONFLICTS OF INTEREST

a. Governing Body. No member of the governing body of the Subrecipient and no other officer, employee, or agent of the Subrecipient, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of CDBG-MIT award between GLO and the Subrecipient, shall have any personal financial interest, direct or indirect, in the Provider or this Contract; and the Provider shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the CDBG-MIT award between GLO and the Subrecipient, shall have any personal financial interest, direct or indirect, in the Provider or this Contract; and the Provider shall take appropriate steps to assure compliance.

c. The Provider and Employees. The Provider warrants and represents that it has no conflict of interest associated with the CDBG-MIT award between GLO and the Subrecipient or this Contract. The Provider further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the CDBG-MIT award between GLO and the Subrecipient or in any business, entity, organization or person that may benefit from the award. The Provider further agrees that it will not employ an individual with a conflict of interest as described herein.

2.15 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

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

2.16 EQUAL OPPORTUNITY CLAUSE (APPLICABLE TO CONTRACTS AND SUBCONTRACTS OVER $10,000).

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

- The Provider will, in all solicitations or advertisements for employees placed by or on behalf of the Provider, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- The Provider will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- The Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Provider's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- The Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- The Provider will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- In the event of the Provider 's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Provider may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- The Provider will include the portion of the sentence immediately preceding paragraph

(a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Provider will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Provider becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Provider may request the United States to enter into such litigation to protect the interests of the United States.

2.17 CIVIL RIGHTS ACT OF 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

2.18 SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

The Provider shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

2.19 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

The Provider agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

2.20 AGE DISCRIMINATION ACT OF 1975

The Provider shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

2.21 BYRD ANTI-LOBBING AMENDMENT (31 U.S.C. 1352) (IF CONTRACT GREATER THAN OR EQUAL TO $100,000)

The Provider certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Provider shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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2.22 EXTENT OF CONTRACT

This Contract, which includes Parts I-VIII, and Attachments A - H represents the entire and integrated agreement between the Subrecipient and the Provider and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by authorized representatives of both Subrecipient and the Provider.

2.23 LOCAL PROGRAM LIAISON

For purposes of this Contract, the Mayor or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Provider. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

2.24 VERIFICATION NO BOYCOTT ISRAEL

As required by Chapter 2271, Government Code, the Provider hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

2.25 FOREIGN TERRORIST ORGANIZATIONS

Pursuant to Chapter 2252, Texas Government Code, the Provider represents and certifies that, at the time of execution of this Contract neither the Provider, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

2.26 PATENT RIGHTS AND INVENTIONS

The Provider shall comply with the requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract. (2 CFR 200 Appendix II (f) and Rights to Inventions in 37 CFR Part 401).

Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to

Inventions Made by Nonprofit Organizations and Small Business Providers Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. (2 CFR 200 Appendix II (f), Rights to Inventions).

2.27 ENERGY EFFICIENCY

The Provider shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201). (2 CFR 200 Appendix II (h)).

2.28 ECONOMIC OPPORTUNITIES FOR SECTION 3 RESIDENTS AND SECTION 3 BUSINESS CONCERNS

a. The work to be performed under this Contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

b. The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

c. The Provider agrees to send to each labor organization or representative of workers with which the Provider has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Provider's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

d. The Provider agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Provider will not subcontract with any subcontractor where the Provider has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

e. The Provider will certify that any vacant employment positions, including training positions, that are filled (1) after the Provider is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Provider's obligations under 24 CFR part 135.

f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

g. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this Contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

2.29 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA PROVIDERS

a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

b. Affirmative steps must include:

   i Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
   ii Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
   iii Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
   iv Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
   v Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
   vi Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

2.30 GLO LOCAL INFRASTRUCTURE PROGRAM ENGINEERING FEE CAP

Total engineering fees paid under this [Engineering Contract], including any subcontracts, shall not exceed the GLO's cap of fifteen percent (15%) of the final total construction activity costs. Engineering includes design, bidding and construction phase services and associated work including special services (surveying, materials, testing, onsite inspections, environmental support, etc.) Any decrease in the total construction budget, including those resulting from lower-than-anticipated bid pricing, change orders or reduced project scope, will automatically adjust the total not-to-exceed fee owed to the Provider to not more than fifteen percent (15%) of the new total construction activity budget.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

The application will be completed at $610,100 amount.

Provider will be compensated on a negotiated fee basis, for a not to exceed 15% for the maximum amount available for such services as prescribed by the Subrecipient Contract, the GLO, HUD or any governing law, for the term of this Contract. Shall be reimbursable in increments as shown in the Benchmarks in **Attachment C** for the type of services to be performed. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act, Tex. Govt. Code Ch. 2251.

Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Monthly Report required, as discussed in **SECTION 1.04** above.

At a minimum, invoices must clearly reflect:

(a) Provider's Contract Number;

(b) Service Period

(c) the name and GLO Contract Number (12 digits) of the Subrecipient Contract to which services have been provided;

(d) the current amount being billed;

(e) the cumulative amount billed previously;

(f) the balance remaining to be billed; and

(g) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

NOTICE TO PROVIDER:

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

Not-To-Exceed Draw Percentages	
Milestones	**Engineering Funds**
Engineering Notice to Proceed	30%
100% Design Approval	60%
Bid Advertisement	70%
Construction Notice to Proceed	85%
Record Drawings/COCC/FWCR	100%

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IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to the specifications set forth in the incorporated Attachments (if any). If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, those listed in Attachment D.

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V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

(a) Funding for this Contract is appropriated under the Housing and Urban Development, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123) enacted on February 9, 2018. It is to mitigate disaster risk and reduce future losses, and allow grantees the opportunity to transform state & local planning, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the 2015, 2016 & Hurricane Harvey (2017) Floods, 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 the 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-MIT Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.

(b) **All participants in the CDBG-MIT grant program must have a data universal numbering system (DUNS) number, as well as a Commercial and Government Entity (CAGE) Code.**

(c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

https://www.bpn.gov/ccr/

Assistance with this web site may be obtained 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, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, 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) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, 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

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (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.

5.04 OVERPAYMENT

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

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VI. OWNERSHIP

6.01 OWNERSHIP AND THIRD PARTY RELIANCE

(a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the "Work Product"). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO's use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.

(b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider's obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the Parties. Prior to distributing any Work Product to anythird party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

(a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of 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 any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider 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) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**

(c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-MIT grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning services under this Contract without the prior written consent of the Subrecipient.

7.05 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. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (".pdf") format or any other format agreed between the Parties. Failure of Provider to mark as "confidential" or a "trade secret" any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by **Attachment E** of this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or "underwriter's schedules") establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

8.02 TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER'S AND PROVIDER'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN

ANY LAWSUIT AND PROVIDER MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND REASONABLE EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- **ANY NEGLIGENT, ACTS, OMISSION, OR MISCONDUCT IN THE PROVIDER'S PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR**
- **ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS CONTRACT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the services under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider 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 services under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

(a) withholding of income taxes, FICA, or any other taxes or fees;

(b) industrial or workers' compensation insurance coverage;

(c) participation in any group insurance plans available to employees of the State of Texas;

(d) participation or contributions by the State to the State Employees Retirement System;

(e) accumulation of vacation leave or sick leave; or

(f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all applicable federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.08 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:

Subrecipient
City of Brenham
P.O. Box 1059
Brenham, TX 77834
Attention: Honorable Milton Y. Tate, Jr., Mayor

Provider
Strand Associates, Inc.®
1906 Niebuhr Street
Brenham, Texas 77833
Attention: Kelly M. Hajek, P.E.

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.

8.10 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 between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in Washington County, Texas. Provider 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 in respect of this Contract or any document related hereto.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; pandemic; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance 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 that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated 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 terms of this Contract.

8.14 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. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.15 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-MIT program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.15 shall be in a court of competent jurisdiction in Travis County, Texas. Provider 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 in respect of this Contract or any document related hereto. **NOTHING IN THIS**

CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.

8.16 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

8.17 REQUIRED CONTRACT PROVISIONS FOR CONTRACTS USING FEDERAL FUNDS

Attachment F

8.18 CERTIFICATE OF INTERESTPARTIES

Provider shall visit https://www.ethics.state.tx.us/filinginfo/1295/ and fill out Certificate of Interested Parties (FORM 1295) **Attachment G.**

SIGNATURE PAGE FOLLOWS

IN WITNESSETH WHEREOF, the parties have executed this Contract by causing the same to be signed on this 20 day of October, 2020.

SUBRECIPIENT:

CITY OF BRENHAM

Milton Y. Tate, Jr. 10/20/2020

Milton Y. Tate, Jr. Date
Mayor

PROVIDER:

STRAND ASSOCIATES, INC.®

Joseph M Bunker 10/16/2020

Joseph M. Bunker Date
Corporate Secretary

OMB Approval No. 0348-0042

ASSURANCES - CONSTRUCTION PROGRAMS

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 firm, I certify that the firm:

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 services at the construction site to review that the completed 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. In furnishing observation services, Provider's efforts will be directed toward determining for Subrecipient that the completed project will, in general, conform to the Contract Documents; but Provider will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

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 (PL 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 nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, U) 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.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Milton Y. Tate Jr	Mayor
APPLICANT ORGANIZATION	**DATE SUBMITTED**
City of Brenham	10/20/2020

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

THIS FORM MUST BE EXECUTED

FORM CD-512
(REV 12-04)

U.S. DEPARTMENT OF COMMERCE

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over $100,000 or a loan or loan guarantee over $150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that 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 any agency, 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 occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

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

In 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 occurring on or before October 23, 1996, and of not less than $11,000 and not more than $110,000 for each such failure occurring after October 23, 1996.

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

NAME OF APPLICANT City of Brenham	AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE Milton Y. Tate Jr. — Mayor	
SIGNATURE Milton Y. Tate, Jr.	DATE 10/20/2020

THIS FORM MUST BE EXECUTED

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
0348-0046

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
☐ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	☐ a. bid/offer/application b. initial award c. post-award	☐ a. initial filing b. material change **For Material Change Only:** year _________ quarter _________ date of last report _____________

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier ______, *if known*: **Congressional District, *if known*:** 4c	 **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 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)

THIS FORM SHOULD BE EXECUTED ONLY WHEN REPORTING LOBBYING ACTIVITIES UNDERTAKEN WITH GRANT FUNDS

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; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

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

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

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

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

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

GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.

2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.

3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.

4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or 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.

5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas 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.

6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.

7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (https://www.sam.gov/), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at https://www.sam.gov/.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the 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.

10. The state auditor may conduct an audit or investigation of any entity receiving state funds 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. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.

11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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Attachment C

Performance Statement

To Be Determined and Added once funding has occurred & contract is approved between state and entity

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 and 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;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

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

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "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 Non-construction 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); and 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)) and the procedures established by TDRA thereunder.

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 CFR, 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).

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 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

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

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REQUIRED INSURANCE

GENERALLY. Provider shall, at its sole expense, acquire, maintain, and keep in force for the duration of this Contract, insurance in the amounts attached herein and under the requirements specified herein. Furthermore, unless specified or otherwise agreed to by the Subrecipient, the required insurance shall be in effect prior to the commencement of services by Provider and shall continue in full force until the earlier as appropriate of (i) the expiration of this Contract; or (ii) such time as the Subrecipient notifies Provider that such insurance is no longer required. Any insurance or self-insurance available to the Subrecipient shall be in excess of, and non-contributing with, any insurance required from Provider. Provider's insurance policies shall apply on a primary basis. If, at any time during the Contract, an insurer or surety fails to provide insurance to Provider or otherwise fails to comply with the requirements of this Contract, Provider shall immediately notify the Subrecipient and replace such insurance or bond with an insurer meeting such requirements. General aggregate limits of Provider's Commercial General Liability policy shall apply per project. Provider's auto insurance policy shall apply to "any auto."

Approval. Prior approval of the insurance policies by the Subrecipient shall be a condition precedent to any payment of consideration under this Contract and insurance must be submitted for review and approval by the GLO prior to the commencement of services. Any failure of the Subrecipient to timely approve or failure to disapprove the insurance furnished by Provider shall not relieve Provider of Provider's full responsibility to provide the insurance required by this Contract.

Continuing Coverage. The Subrecipient's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent to this Contract.

Renewal. Provider shall provide the Subrecipient with renewal or replacement certificates no less than thirty (30) days before the expiration or replacement of the required insurance.

Additional Insured Endorsement. The Subrecipient, the GLO, and each entity's officers, employees, and authorized agents shall be named as additional insureds for all liability arising under this Contract except on Workers' Compensation and Professional Liability policies. **An original additional insured endorsement signed by an authorized insurance company representative must be submitted to the Subrecipient to evidence the endorsement of the Subrecipient as an additional insured on all policies, and the certificate(s) must reference the related Subrecipient Contract Number.**

Subrogation. Each liability insurance policy, except Professional Liability, shall provide for a waiver of subrogation as to the Subrecipient, the State of Texas, the GLO, and their officers, employees, and authorized agents, and shall be issued by insurance companies authorized to do business in the State of Texas, and currently rated by A.M. Best as "A-" or better.

Policy Cancellation Endorsement. Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without 30 days' prior written notice to the Subrecipient, the policy shall not be canceled, non-renewed, or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address specified in this Contract. A copy of this signed endorsement must be attached to this Contract.

Alternative Insurability. Notwithstanding the requirements of this Attachment, the Subrecipient reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the insurance policies and/or bonds required. It will be Provider's responsibility to recommend to the Subrecipient alternative methods of insuring the Contract. Any alternatives proposed by Provider should be accompanied by a detailed explanation regarding Provider's inability to obtain insurance coverage as described in this Contract. The GLO shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

INSURANCE REQUIRED:

$1 MILLION COMMERCIAL GENERAL LIABILITY (EACH OCCURRENCE)
$2 MILLION COMMERCIAL GENERAL LIABILITY (AGGREGATE LIMIT)
$1 MILLION CSL AUTOMOBILE INSURANCE
$1 MILLION PROFESSIONAL LIABILITY
STATUTORY WORKERS' COMPENSATION & EMPLOYERS LIABILITY
- $1 MILLION EACH ACCIDENT
- $1 MILLION DISEASE EACH EMPLOYEE
- $1 MILLION DISEASE POLICY LIMIT
STATUTORY U.S. LONGSHORE AND HARBOR WORKERS' INSURANCE

NOTE: Insurance certificates must be in the form approved by the Texas Attorney General, a sample of which follows this page.

Insurance Certificates must:

(a) be submitted the Subrecipient;
(b) prominently display Subrecipient Contract No. TBD
(c) Name the Subrecipient and the General Land Office as an additional insured

Failure to submit required insurance forms as instructed may significantly delay the start of services under the Contract.

REQUIRED FORM OF CERTIFICATE FOLLOWS THIS PAGE

Contract No. TBD

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE **DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER** THE **COVERAGE AFFORDED BY** THE POLICIES **BELOW. THIS CERTIFICATE** OF **INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN** THE **ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND** THE **CERTIFICATE HOLDER.**

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the tenns and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
INSURED	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

REQUIRED CONTRACT PROVISIONS (CONTRACTS USING FEDERAL FUNDS)

Italics – Explanatory; NOT CONTRACT LANGUAGE

THRESHOLD	PROVISION	CITATION
None	H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Camp., p. 189) and 12689 (3 CFR Part 1989 Camp., p, 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i) (11))
>$10,000	*B) All contracts in excess of $10, 000 must address termination for cause and for convenience by the non-• Federal entity including the manner by which it will be affected and the basis for settlement.* **<u>Termination for Cause:</u>** If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement. The City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City/County and become the property of the City/County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Notwithstanding the above. The Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor. **<u>Termination for Convenience of the City/County:</u>** City/County may at any time and for any reason terminate Contractor 's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.	2 CFR 2:00 APPENDIX II (B)

>$50,000	*(A) Contracts for more than $50,000 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as appropriate.* Use the following language for contracts > $50,000: **Resolution of Program Non-compliance and Disallowed Costs:** In the event of any dispute, claim, question, or disagreement - arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter IS not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.	2 CFR 200 APPENDIX II (A)
Equal Opportunity Clause for Construction Contracts > $10K, including administration & engineering contracts associated with construction contracts.		
≥$10,000	2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60 all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the Equal Opportunity. Clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, "and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." **§60-1.4(b) Equal opportunity clause:** *(b) Federally assisted construction contracts. Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract. loan, insurance, or guarantee involving federolly assisted construction which is not exempt from the requirements of the equal opportunity clause:* *The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract loan, insurance, or guarantee, the following equal opportunity clause:* During the performance of this contract, the contractor agrees as follows: (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places. Available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.	41 CFR §60-1.4 (b) and 2 CFR 200 APPENDIX II (C)

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This Provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled , terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence Immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however. That in the event a contractor becomes involved in. or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations. and relevant

	orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24 , 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order . In addition, the applicant agrees that if it fails or refuses to comply with these undertakings. the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan. insurance. guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings. (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts. (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.5. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate. (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings. [43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11. 2015]	
CONSTRUCTION CONTRACTS		
>$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >$100,000 for Contract Work Hours and Safety Standards Act	*Federal labor standards provisions include:* 1. *Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);* 2. *Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3): and* 3. *Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)*	

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

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	**OFFICE USE ONLY** **CERTIFICATION OF FILING**
1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**	**Certificate Number:** **Date Filed:**
2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**	**Date Acknowledged:**

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

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

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

6 **AFFIDAVIT**

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

____
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said ______________________, this the ________ day of __________, 20______, to certify which, witness my hand and seal of office.

____

Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

TO BE SUBMITTED BY FIRM

TEXAS GENERAL LAND OFFICE
ENGINEERING
SCOPE OF WORK

SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery ("CDBG-DR") statutory responsibilities related to disaster recovery for presidentially declared disasters in Texas. Providers will assist the GLO and grant recipients in the completion of CDBG qualified housing or non-housing projects. Provider may be qualified to provide Engineering services for housing projects, non-housing projects, or both. Engineering services must be performed in compliance with the U.S. Department of Housing and Urban Development ("HUD") and guidelines issued by the GLO. Providers will be bound to specific terms and conditions found in the sample general terms and conditions.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Provider will be required to show the ability to provide all the Engineering services described below. Provider shall then provide a detailed description of how they meet the requirement, describing their knowledge and experience, as well as providing discrete examples of previous work where applicable.

General Requirements

(a) Coordinate, as necessary, between subrecipient and its service providers (i.e., Engineer, Environmental, Contracted Construction Company, Grant Administrator, etc.) and GLO. regarding project design services.

(b) Provide monthly project status updates.

(c) Funding release will be based on deliverables identified in the contract.

Initial Engineering and Design Support

Provider will be required to show the ability to provide all the Engineering services described below:

(a) Assist with the development of grant applications, as necessary.

(b) Provide all project information necessary to ensure timely execution of the environmental review.

(c) Provide preliminary engineering, investigations, and drawings sufficient to achieve the preliminary design milestone, including at a minimum:

i. Cross sections/elevations

ii. Project layout/staging areas

iii. General notes

iv. Special notes

v. Design details

vi. Specifications

vii. Utility relocation designs

viii. Construction limits, including environmentally sensitive areas that should be avoided during construction

ix. Required permits

x. Quantities

xi. Estimate of construction costs to within +/- 25%

xii. Schedules for design, permitting, acquisition and construction

(d) Design surveying, topographic and utility mapping.

(e) Perform subsurface explorations for project sites, as necessary.

(f) Prepare horizontal alignments/layouts for all proposed project alternatives necessary to fully describe the project scope, anticipated limitations, and potential project impacts.

(g) Recommend value engineering options (alternative design, construction methods, procurement, etc.) that may improve efficiency, expedite the schedule, or reduce project costs for the subrecipient.

(h) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.

(i) Submit all necessary deliverables to the appropriate entity for review and comment. Adjust project and/or design to satisfactorily address any comments, as necessary.

(j) Prepare plans and profiles, including vertical design information for the selected alternative.

(k) Identify and address potential obstacles to project implementation (i.e., pipelines, easements, permitting, environmental, etc.) prior to moving forward with the final design.

(l) Support subrecipient with acquisition or property/servitudes/right-of-way documentation as required by the City to facilitate the project, preparing right of way surveys and/or property boundary maps and legal descriptions of parcels to be acquired.

(m) Provide project schedules from cradle to grave in MS Project format or equal as approved by the subrecipient based on GLO guidance.

Engineering and Final Design Support

Provider will be required to show the ability to provide all the Engineering services described below as they relate to final design support:

(a) Prepare plans and profiles, including necessary design information for the selected alternative sufficient to achieve all detailed design milestones. Examples include, but are not limited to:

i. Cross sections/elevations

ii. Project layout/staging areas

iii. General notes

iv. Special notes

v. Design details

vi. Specifications

vii. Utility relocation designs

viii. Construction limits, including environmentally sensitive areas that should be avoided during construction

ix. Required permits

x. Quantities

xi. Estimate of construction costs to within +/- 20%

xii. Schedules for design, permitting, acquisition and construction

(b) Provide information to appropriate individuals for the development of environmental fund release reports and floodplain maps.

(c) Identify, acquire and submit all necessary permits and approvals required for design approval and construction.

(d) Provide hard copy, if necessary, reproducible plan drawings and bid documents, in addition to electronic copies to the subrecipient, upon design completion, and as requested during design. Electronic copies should be in the native format (AutoCAD DWG) along with PDF packages and should contain all corresponding references, databases, or files associated with the completed design documents.

(e) Assist the subrecipient and any service provider related to the project with all necessary documentation to ensure compliance with all Program requirements and regulations.

Bid and Award Support

Provider will be required to show the ability to provide all the Engineering services described below as they relate to bid and award support.

(a) Submit appropriate items and support subrecipient in the development of complete bid package.

(b) Prepare and assist subrecipient in the advertisements for bid solicitation.

(c) Support development and issuance of bid-related documents necessary to complete bid process (e.g., bid proposal form, bid addenda and supporting documentation).

(d) Attend and support subrecipient at pre-bid conference and bid opening.

(e) Support subrecipient with ongoing communication during bid process.

(f) Support subrecipient to complete bid tabulation and evaluation of responses and provide recommendation for award.

(g) Support subrecipient to negotiate and finalize contract documents, including issuance of the Notice to Proceed, in accordance with program and subrecipient requirements.

(h) Support subrecipient in the conducting of a preconstruction conference.

Contract Management and Construction Observation

Provider will be required to show the ability to provide all the Engineering services described below as they relate to contract management and construction oversight.

(a) Ensure delivery of subrecipient project in accordance with contract.

(b) Provide ongoing Construction Oversight Reports detailing the status of construction for subrecipient project.

(c) Review all service provider submittals to ensure compliance with construction contract documents and provide recommendations to subrecipient.

(d) Provide periodic and final inspections and tests reports, as required for the project.

(e) Provide observation of construction activities at a minimum on a bi-weekly basis or as directed by the GLO or subrecipient. In furnishing observation services, provider's efforts will be directed toward determining for subrecipient that the completed project will, in general, conform to the Contract Documents; but provider will not supervise, direct, or have control over the contractor's work and will not be responsible for the contractor's construction means, methods, techniques, sequences, procedures, or health and safety precautions or programs, or for the contractor's failure to perform the construction work in accordance with the Contract Documents.

(f) Review Construction Change Orders and provide recommendation to subrecipient as to appropriate action.

(g) Review invoice/draw requests and provide recommendation to subrecipient as to appropriate action, in compliance with the construction contract documents. Provider's review of Payment Requests from contractor(s) will not impose responsibility to determine that title to any of the work has passed to subrecipient free and clear of any liens, claims, or other encumbrances. Any such service by Provider will be provided through an amendment to this Agreement.

(h) Obtain independent cost estimates for validation purposes, as required.

(i) Review and respond to requests for information/clarification.

(j) Support subrecipient with issue identification and claims resolutions.

(k) Enter all requisite information into the GLO system of record in accordance with established policies and procedures.

(l) Develop a final "as built" report of quantities, drawings, and specifications.

(m) Issue to the subrecipient, for execution, a Certificate of Construction Completion within 30 days of final inspection approval.

(n) Deliver "as-built" drawings to the subrecipient within 30 days of project completion.

(o) Host and/or attend project coordination meetings in person, by phone, or by video conference, which may or may not fall during normal business hours.

(p) Perform other contract management and construction oversight duties as required to ensure success of the subrecipient project.

(q) Provide necessary certifications to regulatory agencies of project completion and compliance (ex. TCEQ).

(r) Submit all final invoices within 60 days after contract or work order expiration.

Specialized Services

Provider will be required to show the ability to provide all the Engineering services described below as they relate to specialized services.

(a) Provide Geotechnical Investigations as may be required for a project.

(b) Provide Detailed Surveying as may be required for a project.

(c) Provide Site Specific Testing as may be required for a project.

(d) Provide Archeological Studies as may be required for a project.

(e) Provide Planning Studies as may be required for a project.

(f) Provide Feasibility Studies as may be required for a project.

(g) Provide Legal documentation for property and/or easements to be acquired (i.e., field notes, etc.).

(h) Provide Phase I and Phase II environmental site assessments as requested.

The Texas General Land Office Engineering Scope of Work is clarified as follows.

Scope of Services:

Grant Application Services

1. Assist with the development of grant applications, including preparation of the following:

    a. Project maps providing project location and site plan,
    b. Opinions of Probable Construction Cost,
    c. Project schedules,
    d. Beneficiary justification memo, and
    e. Mitigation justification memo.

2. Provide project information to be used by others as they perform environmental reviews.

Design, Bidding-Related, and Construction-Related Services

To be determined and added by amendment once funding has occurred and contract is approved between State and Entity.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2020-677509

Date Filed:
10/12/2020

Date Acknowledged:

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

Strand Associates, Inc.
Brenham, TX United States

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

City of Brenham

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

P200.494
Engineering Services for Hurricane Harvey GLO CDBG-MIT Drainage Improvements

4

Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Strand Associates, Inc.	Brenham, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Joseph M. Bunker, and my date of birth is August 2, 1973.

My address is 910 W. Wingra Drive (street), Madison (city), WI (state), 53715 (zip code), USA (country).

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

Executed in Dane County, State of Wisconsin, on the 16 day of October (month), 20 20 (year).

Joseph M Bunker
Signature of authorized agent of contracting business entity
(Declarant)

Regular City Council
AGENDA ITEM 13.

Agenda Item: **Discuss and Possibly Act Upon Bid No. 22-002 Related to Janitorial Services and Authorize the Mayor to Execute Any Necessary Documentation**

Meeting Type: Regular Meeting-March 17, 2022

Department: Purchasing

Staff Contact: Kyle Branham

SUMMARY STATEMENT:

On December 2, 2021, the Purchasing Department opened bids for janitorial services for 12 City facilities: City Hall, Nancy Carol Roberts Memorial Library, Fire Station, Blue Bell Aquatic Center, All Sports Building, Central Warehouse, Barnhill/Visitors Center, Airport, Electric Department, Street Department, Parks Department, and City Maintenance Building; parks restrooms (39), park kitchens (4), Fire Museum windows and Barnhill Center windows.

Eight bids were received:

- Gibson's Touch of Delight, Burton
- Del Sol, Austin
- DLP, Del Rio
- Ambassador, Houston
- Kustom Klean, Brenham
- One Stone Solutions, Houston
- Ready Perfection, Houston
- CNC, Sommerville

While they were not the lowest bidder, Kustom Klean has been our janitorial service provider since 2017. They have been very responsive when working with staff to resolve issues, and, overall, they have done a good job. Kustom Klean also assisted staff by taking over cleaning of the park restrooms when the Brenham State School could no longer provide the service and they went above and beyond to provide staff with on-call cleaning and sanitizing services during times of COVID-19 exposures. Staff's recommendation is to stay with our current provider, Kustom Klean, based on best value and prior service provided to the city.

Since we received bids from three (3) local vendors, staff requested the three local companies quote janitorial services for the Police Department and Animal Shelter separately to see if contracting with a second local vendor would be beneficial. After reviewing the quotes from these local vendors, CNC from Sommerville will be selected as the vendor to provide janitorial services to these two facilities at an annual cost of $39,600.00. Since the cost to clean these facilities is under $50,000.00 it does not need to be approved by City Council.

ATTACHMENTS:

(1) Bid Tabulation

RECOMMENDED ACTION:

Award Bid No. 22-002 for janitorial services to Kustom Klean in the amount of $149,352.48, which does not include any special janitorial services that will be performed on as-needed, and authorize the Mayor to execute any necessary documentation.

City of BRENHAM

BID TABULATION FORM

BID OPENING DATE: December 2, 2021 BID OPENING TIME: 10:00AM

BID NAME/NO: ITB 22-002 Contract for Janitorial Services

BIDDERS				
Locations	**Gibsons Touch of Delight**	**Del Sol**	**DLP**	**Ambassador**
All Facilties	$123,017.40	$138,826.18	$99,837.12	$109,725.00
All Parks Restrooms	$10,968.96	$11,989.08	$46,200.00	$58,933.08
All Parks Kitchens	$3,553.32	$3,875.04	$10,800.00	$1,262.64
Pet Adoption & Police Department	-$26,004.00	-$38,324.04	-$21,353.76	-$30,297.84
TOTAL	$111,535.68	$116,366.26	$135,483.36	$139,622.88

BIDDERS				
Locations	**Kustom Klean**	**One Stone Solutions**	**Ready Perfection**	**CNC**
All Facilties	$137,255.88	$143,761.92	$180,060.00	LATE BID
All Parks Restrooms	$47,473.08	$145,255.20	$170,400.00	LATE BID
All Parks Kitchens	$5,040.00	$29,053.44	$8,400.00	LATE BID
Pet Adoption & Police Department	-$40,416.48	-$30,782.76	-$40,920.00	
TOTAL	$149,352.48	$287,287.80	$317,940.00	LATE BID