



**NOTICE OF A REGULAR MEETING
THE BRENHAM CITY COUNCIL
THURSDAY, JANUARY 20, 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 - Councilmember Albert Wright**
- 3. Special Recognitions**
 - ♦ **Officer of the Year 2021 - Officer Jimmy Ha**
 - ♦ **Chief's Commendation for Sgt. Seth Klehm**
 - ♦ **Chief's Commendation for Investigator Kevin Mertz**
- 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 December 2, 2021 and December 16, 2021 Regular Meetings

5-b. Approve Ordinance No. O-22-001 on Its Second Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit on Property Currently Addressed as 1413 W. Main Street to Allow for an Automobile (Car) Wash in the B-1, Local Business Residential Mixed Use Zoning District and Further Described as Tract 186 of the Phillip Coe Survey in Brenham, Washington County, Texas (Case No. P-21-031)

5-c. Approve Final Payment to Techline Construction, LLC. in the Amount of \$47,983.54 for the Copper Conductor Replacement and Power Line Rehabilitation Project #61C-148C and Authorize the Mayor to Execute Any Necessary Documentation

5-d. Approve a 3-Year Maintenance Agreement Between the City of Brenham and Ricoh USA, Inc., In the Amount of \$2,794.80 Per Year, for the Maintenance of a Printer at the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation

5-e. Approve the Submission of Grant Applications to the:

- 1. Office of the Governor, Public Safety Office, Criminal Justice Division for the Criminal Justice Grant Program;**
- 2. Office of the Governor, Public Safety Office; Homeland Security Grants Division; State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LEPTA) Projects**
- 3. Office of the Governor, Public Safety Office; Homeland Security Grants Division; State Homeland Security Program - Regular Projects**

And Authorize the Mayor to Execute Any Necessary Documentation

WORK SESSION

6. Discussion and Presentation on the Residential Needs Assessment

REGULAR SESSION

7. **Discuss and Possibly Act Upon Contract No. 22-085-049-D302 Between the City of Brenham and the Texas General Land Office Related to the Community Development Block Grant Mitigation Program Infrastructure Projects Non-Research & Development Mitigation Funding and Authorize the Mayor to Execute Any Necessary Documentation**
8. **Discuss and Possibly Act Upon the Appointment of an Airport Liaison for the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**
9. **Discuss and Possibly Act Upon the Appointment of a Board Member to Serve as Chairman of the Tax Increment Reinvestment Zone No. 1 Board of Directors for a Period of One Year Beginning January 1, 2022 and Authorize the Mayor to Execute Any Necessary Documentation**
10. **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.

EXECUTIVE SESSION

11. **Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas**

RE-OPEN REGULAR SESSION

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 January 20, 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 Friday, January 14, 2022 at 1:20 p.m.

Alyssa Faykus

Deputy 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 _____, 2022 at _____ AM PM.

Signature

Title

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on December 2, 2021 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:

Interim City Manager Carolyn Miller, City Attorney Cary Bovey, Deputy City Secretary Karen Stack, Executive Administrative Assistant Monique Breaux, Director of Public Works Dane Rau, Director of Development Services Stephanie Doland, Director of Public Utilities Alton Sommerfield, Director of Economic Development Susan Cates, Director of Finance Stacy Hardy, Human Resources Director Susan Nienstedt, Strategic Budget Officer Debbie Gaffey, Information Technology Manager Kevin Schmidt, Kevin Boggus, Police Captain Lloyd Powell, Police Sgt. Todd Ashorn, Police Sgt. Steven Eilert, City Planner Shauna Laauwe

Citizens/Others Present:

Brent Nedbalek, Gary Snoe, Marilyn Fetrow, and Lu Hollander

Media Present:

Alyssa Faykus, Brenham Banner-Press; and Josh Blaschke, KWHI

- 1. Call Meeting to Order**
- 2. Invocation and Pledges to the US and Texas Flags – Mayor Milton Y. Tate, Jr.**

3. **Service Recognitions**
 - Alex Saenz, Police Department – 5 Years
4. **Proclamation**
 - 125th Anniversary of the Fortnightly Club
5. **Citizens Comments**

There were no citizen comments heard.

CONSENT AGENDA

6. **Statutory Consent Agenda**
 - 6-a. **Approve the Minutes from the November 4, 2021 Regular City Council Meeting**
 - 6-b. **Approve a Noise Variance from St. Mary's Catholic Church for a Reception to be Held on December 8, 2021 from 6:30 p.m. to 8:30 p.m. and Authorize the Mayor to Execute Any Necessary Documentation**
 - 6-c. **Approve an Ordinance on Its First Reading Amending the FY2020-21 Adopted Budget**
 - 6-d. **Approve Renovations to Brenham Fire Station No. 1 and Associated Structures by CR Systems, Inc. Through The Interlocal Purchasing System (TIPS) Contract No. 18110 in the Amount of \$131,543.00 and Authorize the Mayor to Execute Any Necessary Documentation**

A motion was made by Councilmember Canales and seconded by Councilmember Saunders to approve the Statutory Consent Agenda Items 6.a. thru 6.d. 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

PUBLIC HEARING AND ASSOCIATED ACTION ITEM

7. Public Hearing, Discussion and Possible Action on an Ordinance on Its First Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit on Property Currently Addressed as 405 Martin Luther King, Jr. Parkway to Allow for a Accessory Dwelling Unit in the Mixed Residential (R2) Zoning District Located Generally on the South Side of Martin Luther King, Jr. Parkway and Two Lots West of Baber Street and Three Lots East of Rippetoe Street and Further Described as Lot 7A of the Rippetoe's Addition in Brenham, Washington County, Texas (Case No. P-21-027)

This item was presented by City Planner Shauna Laauwe. Laauwe explained that property owners Carl Franklin and Linda Bessmer are requesting approval of a Specific Use Permit in order to build a detached garage with a second-story Accessory Dwelling Unit (ADU).

Laauwe further explained that the proposed ADU met all requirements except for the minimum required east side yard setback of ten (10) feet. Due to slope and drainage issues on the subject property, the proposed garage structure with the ADU is proposed to be located 6'6" from the east side yard setback. This setback meets the 5-foot minimum required setback for accessory garages, but not the 10-foot requirement for ADUs. Thus, the applicants have applied for a variance from the minimum east side yard setback for ADUs from the Board of Adjustments to be heard on December 13, 2021. Laauwe reported that on November 15, 2021, after conducting a Public Hearing, the Planning and Zoning Commission voted unanimously to recommend approval of the SUP request as presented with the condition that a variance be granted by the Board of Adjustments for the east side yard setback.

Mayor Tate opened the Public Hearing.

No comments were received.

Mayor Tate closed the Public Hearing.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Canales to approve an Ordinance on its first reading amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham granting a Specific Use Permit on property currently addressed as 405 Martin Luther King, Jr. Parkway to allow for an Accessory Dwelling Unit (ADU) in the Mixed Residential (R2) Zoning District located generally on the south side of Martin Luther King, Jr. Parkway and two lots west of Baber Street and three lots east of Rippetoe Street and further described as Lot 7A of the Rippetoe's Addition in Brenham, Washington County, Texas (Case No. P-21-027) on the condition that the detached garage/ADU structure shall be located at a minimum 10-foot side yard setback along the east property line or receive a variance for a 3'6" side yard encroachment by the Board of Adjustments.

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

REGULAR SESSION

8. **Discuss and Possibly Act Upon Resolution No. R-21-033 to Repeal Resolution No. R-21 -022 Authorizing the Publication of Notice of Intention to Issue Certificates of Obligation, Series 2021**

This item was presented by Interim City Manager/Chief Financial Officer Carolyn Miller. Miller said that at the September 16, 2021 City Council Meeting, Council approved Resolution No. R-21-022 giving notice of the intent to issue Certificates of Obligation and includes requirements for giving notice to the public. Miller reported that staff did publish the notice in the Brenham Banner Press as required, but the notice was not posted to the City's website as required. Due to the administrative oversight, Resolution No. R-21-022 needs to be repealed and rescinded.

Miller noted that the delay caused by this oversight provided an opportunity for the Finance Team to review the proposed debt projects and recommend a change in designation for general government projects.

A motion was made by Councilmember Kenjura and seconded by Councilmember Saunders to approve Resolution No. R-21-033 to repeal Resolution No. R-21-022 authorizing the publication of Notice of Intention to Issue Certificates of Obligation, Series 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 Resolution No. R-21-034 Authorizing the Publication of Notice of Intention to Issue Certificates of Obligation, Series 2022

This item was presented by Interim City Manager/Chief Financial Officer Carolyn Miller. Miller explained that this item is a companion to agenda item eight. This Resolution has a corrected timeline and authorizes the publication of a Notice of Intent to Issue Certificates of Obligation, Series 2022, for an amount not to exceed ten million dollars (\$10,000,000.00).

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Saunders to approve Resolution No. R-21-034 authorizing the publication of Notice of Intention to issue Certificates of Obligation.

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-21-035 Regarding the Election of Members to the Board of Directors of the Washington County Appraisal District

This item was presented by Interim City Manager/Chief Financial Officer Carolyn Miller. Miller explained that the City received a letter from Dyann White, Chief Appraiser of the Washington County Appraisal District Board (WCAD) advising that the City needs to submit a ballot for the election of members to serve a two-year term beginning January 1, 2022 on the WCAD Board of Directors. Miller stated that the City receives 540 votes that can be cast to one candidate or distributed among any of the candidates. Miller stated that the Resolution being presented distributes the votes evenly among all of the candidates: Joe Antkowiak, Leslie Boehnemann, Charles Gaskamp and John Schaer.

A motion was made by Councilmember Wright and seconded by Mayor Pro Tem Kolby to approve Resolution No. R-21-035 regarding the election of members to the Board of Directors of the Washington County Appraisal District.

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-21-036 Adopting New Policies and Procedures for City of Brenham Boards and Commissions

This item was presented by Interim City Manager/Chief Financial Officer Carolyn Miller. Miller explained that the past several weeks, staff has been meeting weekly with the Boards and Committees Sub-Committee of City Council (Councilmembers Canales, Cook and Saunders) to review the City's policy and procedure related to the city's eleven (11) advisory boards/committees.

Miller stated that the Council Sub-Committee reviewed each section of the policy and some of the notable changes/revisions being recommended are:

- Application recruitment process date changed from July to September.
- Member terms were maintained at 3 years with term limits of 3 years (9 years total).
- The policy requires all board members receive training on Texas Open Meetings Act, basic Robert's Rules of Order and ethics training.
- The Airport Board was dissolved.
- The Animal Services Board was reduced from 7 members to 5 members.
- Descriptions for the new Tourism Advisory Board and the Historic Preservation Board were added to the Policy.
- Attendance requirements were amended to allow for three (3) consecutive, unexcused, absences.
- The policy gives the Chairman and/or the staff liaison the ability to immediately adjourn the meeting if any board members act inappropriately or in any other way detracts from the professional decorum of a meeting.
- Adds the requirement that all agendas, packets and minutes of advisory boards/committees be posted on the City's website.

After further discussion by Council, this item was passed at the request of Councilmember Kenjura, who asked staff to bring back a revised Policy at the next meeting with more stringent attendance requirements.

12. Discuss and Possibly Act Upon a Land Lease Agreement with Egidiosky LLC dba Skydive Freedom for a Parachute Landing Zone at the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Director of Development Services Stephanie Doland. Doland explained that Anthony (Tony) Cascino and Austin Ely of Egidiosky LLC d/b/a as Skydive Freedom contacted staff about opening a skydiving business at the Brenham Municipal Airport (11R). Since that time, staff has worked with TXDOT Aviation, the United States Parachute Association (USPA), and additional Airport Managers at similarly sized Airports to research the industry standards, best practices and procedures to promote a safe and business-friendly operation at the Airport.

Doland advised that staff presented the request by Skydive Freedom during a Council Facilities Subcommittee meeting on November 2nd as well as a work session with the full Council on November 18th. Doland stated that during the November 18th work session Chuck Akers, Board President and Gulf Regional Director of the United States Parachute Association answered many questions by Council and citizens

Doland stated that the lease being presented for consideration includes a land lease for 3.59 acres area known as the Parachute Landing Zone, which meets USPA landing zone standards and is located within the flight pattern of the airport. Doland stated that the initial term of the lease agreement is for one (1) year with a renewal period of five (years).

A motion was made by Councilmember Canales and seconded by Councilmember Wright to approve a Land Lease Agreement with Egidiosky, LLC d/b/a Skydive Freedom for a parachute landing zone at the Brenham Municipal Airport 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

13. Discuss and Possibly Act Upon Change Order No. 2 and Final Payment to Lindsey Construction, Inc. for Project No. E201-06 Related to the Raw Water Intake Repair at Lake Somerville and Authorize the Mayor to Execute Any Necessary Documentation

This item was presented by Director of Public Utilities Alton Sommerfield. Sommerfield explained that in February 2020 the Council awarded the Raw Water Intake Repair at Lake Somerville project to Lindsey Construction, Inc. in the amount of \$4,991,991.50. Sommerfield explained that there were some cost savings resulting in a Change Order #2 credit in the amount of (\$104,175.82).

Sommerfield stated that the work has been completed within the expected timeframe and the contractor has completed the items on the final punch list; therefore, staff is requesting final payment in the amount of \$244,790.78.

A motion was made by Councilmember Kenjura and seconded by Councilmember Canales to approve Change Order No. 2 and final payment in the amount of \$244,790.78 to Lindsey Construction, Inc. for Project No. E2016-06 related to the Raw Water Intake Repair at Lake Somerville 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

14. Administrative/Elected Officials Report

- Executive Administrative Assistant Monique Breaux reported on the Brazos Valley Food Bank and the Christmas Stroll and Lighted Parade
- Police Sargent Todd Ashorn reported on the Toys for Tots Christmas toy drive.

EXECUTIVE SESSION

- 15. Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas**

Mayor Tate announced that Executive Session was cancelled due to a change in the hearing date.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Karen Stack, TRMC
Deputy City Secretary

Brenham City Council Minutes

A regular meeting of the Brenham City Council was held on December 16, 2021 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:

Interim City Manager Carolyn Miller; City Attorney Cary Bovey; City Secretary Jeana Bellinger; Director of Public Works Dane Rau; Director of Development Services Stephanie Doland; Director of Public Utilities Alton Sommerfield; Director of Economic Development Susan Cates; Director of Finance Stacy Hardy; Police Chief Ron Parker; Fire Chief Roger Williams; Human Resources Director Susan Nienstedt; Tourism and Marketing Director Jennifer Eckermann; Strategic Budget Officer Debbie Gaffey; Information Technology Manager Kevin Schmidt; Jennifer Hill; Kevin Schmidt; Tammy Murphy; Idalia Avezuela; Alyssa Faykus; Kathrine Briscoe; Nancy Joiner; Dant Lange; Todd Ashorn; Sierra Newell; Brian Scheffer; Kelvin Raven; Shauna Laauwe.

Citizens/Others Present:

Beckett Neil

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 – Mayor Pro Tem Clint Kolby**

3. Special Recognitions:

- Librarian - Idalia Avezuela
- Administrative Assistant - Alyssa Faykus
- Cpl. Sierra Newell - Community Resource Officer

4. Citizens Comments

There were no citizen comments heard.

CONSENT AGENDA

5. Statutory Consent Agenda

5.a. Approve Ordinance No. O-21-033 on Its Second Reading Amending the FY2020-21 Adopted Budget

5-b. Accept a Donation from the Estate of May Dell Steinfeld in the Amount of \$114,332.12 for the Brenham Animal Shelter and Authorize the Mayor to Execute Any Necessary Documentation

5-c. Approve a Payment to Bluebonnet Electric Cooperative in the Amount of \$168,360.14 for the Installation of Underground Electrical Distribution Facilities Related to the Brenham Family Park Lift Station Refeed Project and Authorize the Mayor to Execute Any Necessary Documentation

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve the Statutory Consent Agenda Items 5.a. thru 5.c. 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

6. Discussion and Presentation on Parklets in Downtown Brenham

Tourism and Marketing Director Jennifer Eckermann presented this item. Eckermann explained that the idea for the City of Brenham's first parklet began to form at a Texas Main Street annual training meeting in Nacogdoches in 2015 when Texas Main Street Design Staff presented the concept. Eckermann stated that a parklet is a sidewalk extension that provides space and amenities and improves the downtown streetscape. The concept of parklets started in 2010 in San Francisco, but in 2015, only two other Texas cities - San Marcos and Austin - were repurposing public spaces this way.

Eckermann explained that the City's first parklet was completed in 2015 as a pilot project with restaurant owners Tami Redshaw and Edward Smith to develop a vision for what a parklet could accomplish for their business, Texas Ninety-Six West, and Downtown Brenham. Both the City and business owners agreed to the following guidelines on how downtown parklets could work in Brenham:

- A license is granted to a business that agrees to be responsible for the design, installation, and ongoing maintenance.
- Restaurants are allowed to reserve the space during business hours, but it's open for public use at all other times.
- Specific criteria must be met related to design, including construction, ADA accessibility and location.

Eckermann stated that since the construction of the Texas Ninety-Six West parklet in 2015 there have not been any other requests for additional parklets until recently. Due to the increase in requests for parklets, the Main Street Board has begun looking into various issues and concerns such as:

- How many parklets should be allowed downtown? How close should one be allowed to another?
- Can the positive impact of improved streetscape and downtown aesthetics offset the impact on limited parking? Can the need for parking be addressed in other ways?
- Should only certain types of businesses be allowed to create a parklet? Do relatively small sidewalks in certain areas where ADA restricts the use of sidewalks for outdoor seating need to require a parklet to be constructed instead? Should parklets only be allowed for food establishments?

Eckermann advised the Council that the Main Street Board would begin looking into these issues and would draft a Parklet Policy to bring back to the City Council for their consideration and approval in a few months.

REGULAR SESSION

7. **Discuss and Possibly Act Upon a License Agreement with Texas Ninety-Six West, LLC for the Use of a Parklet on Baylor Street in Downtown Brenham and Authorize the Mayor to Execute Any Necessary Documentation**

Tourism and Marketing Director Jennifer Eckermann presented this item. Eckermann explained that in June of 2015 the City Council approved a Parklet Agreement with Texas Ninety Six West, LLC. for one year, with an automatic renewal for four additional one year terms if neither party provided notice of termination.

Eckermann stated that the parklet has been a great success in offering additional public green space that is aesthetically pleasing and which adds to a growing, unique pedestrian experience in Downtown Brenham. Eckermann said that the City's parklet program requires that design, installation and maintenance are the responsibility of the licensee and since 2015, Ninety Six West has been a great partner, keeping their parklet area clean, neat and inviting for both their customers and the general public.

Eckermann stated that the License Agreement in the packet had two minor errors that, if approved, would need to be corrected:

- Section 3, Term: the effective date should be changed from 2022 to 2021.
- Section 7, Non-exclusive: The first word in the last paragraph should be changed from "City" to "Licensee".

A motion was made by Councilmember Kenjura and seconded by Councilmember Canales to approve a License Agreement with Texas Ninety-Six West, LLC for the use of a parklet on Baylor Street in Downtown Brenham, with the corrections as stated by staff, 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

8. Discuss and Possibly Act Upon Resolution No. R-21-036 Adopting New Policies and Procedures for City of Brenham Boards and Commissions

City Secretary Jeana Bellinger presented this item. Bellinger explained that at the December 6th City Council meeting, the City Council discussed the attendance provision in the new policy and recommended that it be amended from the allowance of three (3) consecutive absences to two (2) consecutive absences. Bellinger stated that the attendance section of the policy has been amended as instructed and is being presented for final review, consideration, and approval.

A motion was made by Councilmember Kenjura and seconded by Councilmember Saunders to approve Resolution No. R-21-036 adopting new policies and procedures for City of Brenham Boards and Commissions.

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 Recommendations for Appointments and/or Re-Appointments to Various City Boards and Commissions and Authorize the Mayor to Execute Any Necessary Documentation

City Secretary Jeana Bellinger presented this item. Bellinger explained that the past several years, there have been multiple changes and revisions to the City's policies and procedures on advisory boards and commissions and due to these changes, the terms of all current board and commission members needed to be re-staggered.

Bellinger stated that the past several weeks, a Sub-Committee of the City Council (Councilmembers Canales, Cook and Saunders) have met with staff to review each board and all its members terms. Bellinger stated that it is the recommendation of the Council Sub-Committee and staff to reappoint serving board members to either a one (1) year term or a two (2) year term in order to correct the staggering.

Bellinger advised that the following persons are being recommended for reappointment:

Animal Services Advisory Board:

- 1-year term, expiring on December 31, 2022
 - Dr. Lee Panko
 - Alison Harper
 - Sharon Guelker
- 2-year term, expiring on December 31, 2023
 - Pam Ruemke
 - VACANT

Library Advisory Board – City Representatives:

- 1-year term, expiring on December 31, 2022
 - Lillian Marshall
 - Keith Herring
 - Jerry Jares
- 2-year term, expiring on December 31, 2023
 - Carol Kiphart

Library Advisory Board – Fortnightly Representatives:

- Sabrina Roberts
- Jody Tyson
- Janie Mehrens
- Lu Hollander
- Renee Mueller

Main Street Board:

- 1-year term, expiring on December 31, 2022
 - Margie Young
 - Tiffany Morisak
 - Jon Hill
 - Tom Whitehead
 - Melinda Faubion
 - Connie Wilder
- 2-year term, expiring on December 31, 2023
 - Lowell Ogle
 - Douglas Peck
 - Elizabeth Price
 - Pete Simpson
 - Wendy Kay Meaux

Parks and Recreation Board:

- 1-year term, expiring on December 31, 2022
 - Bill Betts
 - Jim Baker
 - Delbert Boeker
 - Paula Buls
- 2-year term, expiring on December 31, 2023
 - Tina Henderson
 - Ginger Bosse
 - Lee Chalmers
 - Andrea Fischer
 - William Robinson

Planning and Zoning Commission:

- 1-year term, expiring on December 31, 2022
 - Keith Behrens
 - Marcus Wamble
 - Deanna Alfred
 - Calvin Kosie
- 2-year term, expiring on December 31, 2023
 - Catharyne Neil
 - Artis Edwards, Jr.
 - Chris Cangelosi

Bellinger advised the City Council that the following boards are mandated by state law or their own Articles of Incorporation; therefore, their term staggering was not affected by the various changes in the City's policy the past few years. Bellinger said that the sub-committee's recommendation that these members be reappointed as follows:

Board of Adjustment

- 2-year term, expiring on December 31, 2023
 - Jon Hodde
 - Mary Lou Winkelmann
 - Walt Edmunds

Brenham Community Development Board (BCDC)

- 2-year term, expiring on December 31, 2023
 - John Hasskarl
 - Darrell Blum
 - Ken Miller
 - Charles Moser

Brenham Housing Authority

- 2-year term, expiring on December 31, 2023
 - John Harris
 - Wanda Cooley
 - Ray Daugbjerg
 - George Dillingham
 - Ken Miller

Building Standards Commission

- 2-year term, expiring on December 31, 2023
 - Arlen Thielemann
 - Walt Edmunds
 - Stoney Lacina

Bellinger advised the Council of three new advisory boards and the recommended member appointments:

Police Department Citizen Advisory Board:

- 2-year term, expiring on December 31, 2023
 - Brian Ross (HOA)
 - VACANT (LGBTQ)
 - VACANT (Senior Citizen)
 - James McDonald (Minority/Faith)
 - VACANT (Blinn Student)
 - Dr. Karmen Williams (Education)
 - Leigh Linden (Citizen)
- 3-year term, expiring on December 31, 2024
 - Matt Sweeney (Faith)
 - Whitney Hooks (Banking)
 - Shae Janner (Chamber of Commerce)
 - Alpesh Patel (Hoteliers)
 - Barbara Ross (Senior Citizens)
 - Lori Ruis-Wamble (Education)
 - Jesse Vela (Small Business Owner)
 - Jennifer Hill (Citizen)

Historic Preservation Board

- 3-year term, expiring on December 31, 2024
 - Brad Tegeler
 - Jennifer Hermann
 - Bob Grabarschick

- 2-year term, expiring on December 31, 2023
 - Stacy Marhofer
 - Hal Moorman
 - Paul Homeyer
 - Mike Vance

Tourism Advisory Board

- 2-year term, expiring on December 31, 2023
 - Jenny Van Dorf
 - William Atwood
 - Jean Shoup
- 3-year term, expiring on December 31, 2024
 - Stacey Walters
 - James Pharaon

A motion was made by Councilmember Cook and seconded by Councilmember Saunders to approve recommendations for appointments and/or reappointments to various City boards and commissions, as presented, 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 a Professional Services Agreement Between the City of Brenham and Strand Associates, Inc. Related to the 2022 Sanitary Sewer Improvements and Authorize the Mayor to Execute Any Necessary Documentation

Public Works Director Dane Rau presented this item. Rau explained that during the 2021-22 budget meetings it was decided that funds would be allocated to address several sanitary sewer infrastructure projects.

Rau stated that staff asked Strand Associates, Inc. to prepare a Professional Services Agreement to provide surveying, project planning, project design, preparation of construction documents and bidding of three projects: (1) Industrial Blvd. Lift Station; (2) Stone Hollow Lift Station and Force Main; and (3) the creek crossing at Ralston Creek.

A motion was made by Councilmember Canales and seconded by Councilmember Wright to approve a Professional Services Agreement between the City of Brenham and Strand Associates, Inc., in an amount not to exceed \$379,000.00, related to the 2022 Sanitary Sewer Improvements 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. Discuss and Possibly Act Upon Resolution No. R-21-035 Adopting a New Fee Schedule for the City of Brenham Parks and Recreation Department

Public Works Director Dane Rau presented this item. Rau explained that at the November 10, 2021, Parks and Recreation Advisory Board (PARB) meeting, staff reviewed the current Parks and Recreation Fee Schedule with the Board and recommended the following change for 2022:

Blue Bell Aquatic Center – Outdoor Leisure Pool Private Rentals. Removing the \$50 charge to bring your own food and increase the Leisure Pool rental from \$300 to \$350.

A motion was made by Councilmember Wright and seconded by Councilmember Saunders to approve Resolution No. R-21-035 adopting a new fee schedule for the City of Brenham Parks and Recreation Department.

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 No. O-21-034 on Its Second Reading Amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham Granting a Specific Use Permit on Property Currently Addressed as 405 Martin Luther King, Jr. Parkway to Allow for a Accessory Dwelling Unit in the Mixed Residential (R2) Zoning District Located Generally on the South Side of Martin Luther King, Jr. Parkway and Two Lots West of Baber Street and Three Lots East of Rippetoe Street and Further Described as Lot 7A of the Rippetoe's Addition in Brenham, Washington County, Texas (Case No. P-21-027)

City Planner Shauna Laauwe presented this item. Laauwe explained that on December 2, 2021, the City Council held a public hearing and first reading of Carl Franklin and Linda Bessmer (property owners/applicants) request for approval of a Specific Use Permit to construct a new 24'x24', 2-story (1,152 square feet/576 sq.ft. per floor), 20-foot in height, detached garage with an upstairs accessory dwelling unit (ADU).

Laauwe stated that the proposed ADU met or exceeded each of the additional development standards except for the minimum required west side yard setback of ten (10) feet. Laauwe explained that due to grade change and topography, there are significant drainage issues on the subject property; therefore, staff is recommending this SUP be approved with a condition that the detached garage/ADU structure be located at a minimum 10-foot side yard set-back along the east property line or receive a variance for a 3'6" side yard encroachment from the Board of Adjustments.

A motion was made by Councilmember Canales and seconded by Councilmember Cook to approve Ordinance No. O-21-034 on its second reading amending Appendix A - 'Zoning' of the Code of Ordinances of the City of Brenham granting a Specific Use Permit on property currently addressed as 405 Martin Luther King, Jr. Parkway to allow for an Accessory Dwelling Unit in the Mixed Residential (R2) Zoning District located generally on the south side of Martin Luther King, Jr. Parkway and two lots west of Baber Street and three lots east of Rippetoe Street and further described as Lot 7A of the Rippetoe's Addition in Brenham, Washington County, Texas (Case No. P-21-027) with the condition that the detached garage/ADU structure be located at a minimum 10-foot side yard set-back along the east property line or receive a variance for a 3'6" side yard encroachment from the Board of Adjustments.

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

13. **Discuss and Possibly Act Upon Approval of Service Orders to the Master Services Agreement with AARC Environmental, Inc. for Tier II Reporting, Spill Prevention Control and Countermeasures (SPCC) and Texas Pollution Discharge Elimination System (TPDES) for the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation**

Planning Technician Kim Hodde presented this item. Hodde explained that AARC Environmental, Inc. has worked with the City since 2000 for the development and submission of the Storm Water Pollution Prevention Plan (SWPPP) and the Spill Prevention Control and Countermeasures Plan (SPCC) to ensure compliance with the environmental regulation requirements for the Brenham Municipal Airport. Hodde stated that AARC conducts monthly and annual inspections on both the Storm Water Pollution Prevention Plan and the Spill Prevention Control and Countermeasures to ensure compliance with the plans as required as well as provides annual training for both programs.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Wright to approve service orders to the Master Services Agreement with AARC Environmental, Inc. for Tier II reporting, Spill Prevention Control and Countermeasures (SPCC) and Texas Pollution Discharge Elimination System (TPDES) for the Brenham Municipal Airport 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

14. Discuss and Possibly Act Upon:

- 1. A Cisco Enterprise User Agreement Between the City of Brenham and Cisco Systems, Inc. Related to the City of Brenham's Voice-Over-IP Phone System; and**
- 2. A Payment Agreement Between the City of Brenham and Presidio Technology Capital Related to the City of Brenham's Critical Network Hardware and Voice-Over-IP Phone System;**

And Authorize the Mayor to Execute Any Necessary Documentation

Information Technology Manager Kevin Schmidt presented this item. Schmidt explained that in 2018 the City entered into a three-year contract for maintenance and support of network infrastructure components, including critical routers, switches, firewalls, and the phone system.

Schmidt stated that this maintenance contract provides access to technical support, replacement of failed hardware, and access to software upgrades for the equipment associated with this maintenance contract. Schmidt advised Council that staff received two quotes from Presidio Networked Solutions as follows:

- Quote # 2001921006434-02 is for the support of critical network hardware
 - Option 1: A single year for \$22,010.04
 - Option 2: Three years at \$42,030.00
- Quote # 2001921005063-01 is for the support of the phone system software
 - Option 1: A single year for \$12,673.53
 - Option 2: Three years at \$34,124.41

Schmidt explained that due to the need for both the network hardware and the phone system software, staff is recommending the three-year contract utilizing Option 2 from both quotes for a total of \$76,154.41. Schmidt advised the Council that the City will be paying for this contract in three annual payments through a payment agreement with Presidio Technology Capital.

A motion was made by Councilmember Saunders and seconded by Mayor Pro Tem Kolby to: (1) approve a Cisco Enterprise User Agreement between the City of Brenham and Cisco Systems, Inc., for a term of three-years in the amount of \$76,154.41, related to the City of Brenham's Voice-Over-IP Phone System; and (2) a Payment Agreement between the City of Brenham and Presidio Technology Capital, for an amount not to exceed \$76,154.41, related to the City of Brenham's Critical Network Hardware and Voice-Over-IP Phone System 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

15. Discuss and Possibly Act Upon an Agreement Between the City of Brenham and Avocette Technologies, Inc. and Carahsoft Technology Corporation for Online Planning and Permitting Software and Authorize the Mayor to Execute Any Necessary Documentation

Director of Development Services Stephanie Doland presented this item. Doland advised that staff began searching for a digital planning and permit software in 2019 and after extensive review and research of multiple software providers, Accela was selected.

Doland advised Council that Accela was created specifically for building and planning departments and offers a software product that will allow the Department to increase its efficiencies and offer a more streamlined approval process for various applications and services. Accela also provides a separate add-on, DigEplan, that is focused on providing a customer facing platform that is both intuitive and easy to use by both architects and home owners.

Doland stated that the implementation is projected to take between six to nine months and will require a team of city “subject matter experts”. The one-time implementation cost will be paid to Avocette (\$80,200.00) and an annual fee will be charged by Accela for multiple users of the Building and Planning modules (\$44,883.15) and by DigEplan (\$9,462.86) for use by the Plan Review Committee.

A motion was made by Mayor Pro Tem Kolby and seconded by Councilmember Wright to approve an agreement between the City of Brenham and Avocette Technologies, Inc. and Carahsoft Technology Corporation for on-line planning and permitting software at a total cost of \$134,546.01 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

16. Administrative/Elected Officials Report

- Economic Development Director Susan Cates provided the Council with an update on FY2021 sales tax collection.
- Sgt. Todd Ashorn reported that 2021 Toys for Tots collected enough toys to provide for 933 kids – which was a huge increase from 682 kids in 2020.

The meeting was adjourned.

Milton Y. Tate, Jr.
Mayor

Jeana Bellinger, TRMC, CMC
City Secretary

ORDINANCE NO. O-22-001

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BRENHAM GRANTING A SPECIFIC USE PERMIT TO ALLOW AN AUTOMOBILE (CAR) WASH USE IN A B-1 LOCAL BUSINESS / RESIDENTIAL MIXED-USE ZONING DISTRICT ON APPROXIMATELY 0.61 ACRES OF LAND ADDRESSED AS 1413 WEST MAIN STREET, BEING FURTHER DESCRIBED AS PHILLIP COE SURVEY, TRACT 186 IN BRENHAM, WASHINGTON COUNTY, TEXAS.

WHEREAS, Todd Felder and Tyson Felder, the owners of TNT Carwash and the 0.61 acres of land generally located on the south side of West Main Street, east of Munz Street and west of South Saeger Street and addressed as 1413 West Main Street, being further described as Phillip Coe Survey, Tract 186, in Brenham, Washington County, Texas, and being further described on Exhibit “A” attached hereto and incorporated herein for all purposes (the “Property”), have requested that the Property be issued a Specific Use Permit for an Automobile (Car) Wash; 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 Ordinances authorizes the City Council to grant specific use permits for specific uses within the various zoning districts; 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 & Zoning Commission held a public hearing on the requested Specific Use Permit; and

WHEREAS, this amendment was recommended unanimously for approval by the Brenham Planning and Zoning Commission during its regular meeting on December 20, 2021; and

WHEREAS, this amendment will include the following four (4) conditions to ensure compatibility with adjacent residential uses:

- The automated car wash shall be constructed with the dryers/blowers located within the car wash bay structure and equipped with fully-operating noise-reducing cones;
- The automated entrance machine/teller shall be located under the canopy shown on the Site Plan attached hereto as Exhibit “B” and incorporated herein for all purposes;

- Utilization of hooded, shaded and downcast lighting fixtures;
- A detailed landscaping and screening plan shall be submitted to the City and found by the City to be in conformance with all applicable landscaping and bufferyard requirements; and

WHEREAS, the City Council desires to approve this Ordinance granting the specific use permit, as described herein below; 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 Specific Use Permit and the City Council considered the final report of the Planning & Zoning Commission;

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

SECTION 1. The Official Zoning Map of the City of Brenham is hereby amended to show that a Specific Use Permit is granted to Todd Felder and Tyson Felder for an automobile (car) wash, more particularly described in Exhibit “B” and Exhibit “C”, attached hereto and incorporated herein for all purposes, in a B-1, Local Business/ Residential Mixed Use zoning district on approximately 0.61 acres of land addressed as 1413 West Main Street, being further described as Phillip Coe Survey, Tract 186 in Brenham, Washington County, Texas, said 0.61 acres of land being further described on Exhibit “A” attached hereto and incorporated herein for all purposes.

SECTION 2. The development of the Property shall be in accordance with the following special conditions on the subject 0.61 acre tract: 1) the automated car wash shall be constructed with the dryers/blowers located within the car wash bay structure and equipped with fully-operating noise-reducing cones; 2) the automated entrance machine/teller shall be located under the canopy shown on the Site Plan attached hereto as Exhibit “B” and incorporated herein for all purposes; 3) hooded, shaded and downcast lighting fixtures shall be utilized; and 4) a detailed landscaping and screening plan shall be submitted to the City and found by the City to be in conformance with all applicable landscaping and bufferyard requirements.

SECTION 3. Upon holding a properly notified public hearing, the City Council may amend, change, or rescind the Specific Use Permit granted by this Ordinance if:

- a. There is a violation and conviction of any of the provisions of this Ordinance, or any ordinance of the City of Brenham, that occurs on the Property;

- b. The premises, or Property, used pursuant to the Specific Use Permit granted by this Ordinance are enlarged, modified, structurally altered, or otherwise significantly changed unless a separate Specific Use Permit is granted for such enlargement, modification, structural alteration, or change;
- c. As otherwise permitted by law and/or Brenham's Zoning Ordinance, as it exists or may be amended.

SECTION 4. 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 6th day of January 2022.

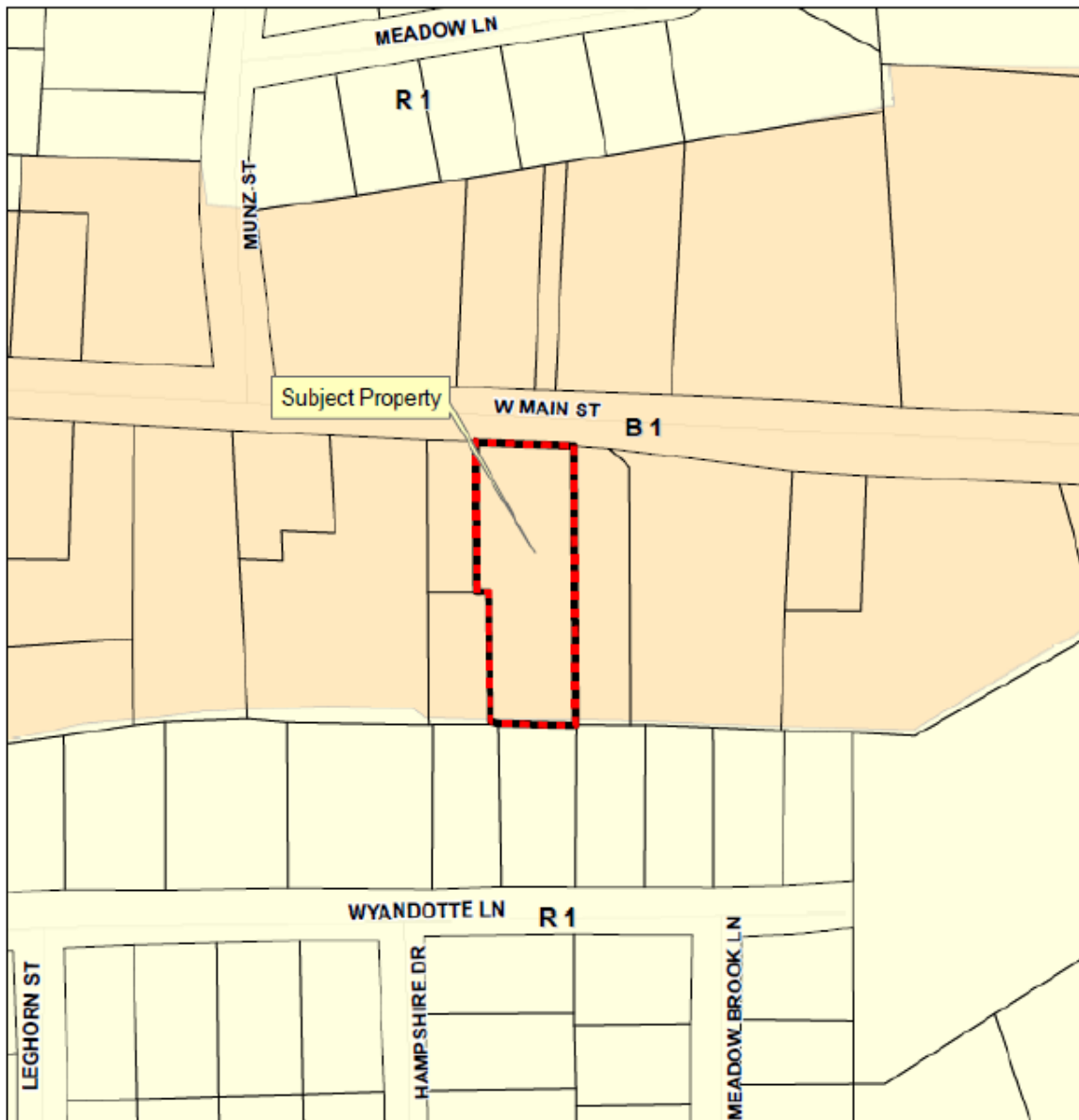
PASSED and APPROVED on its second reading this the 20th day of January 2022.

Milton Y. Tate, Jr.
Mayor

ATTEST:

Jeana Bellinger, TRMC, CMC
City Secretary

EXHIBIT "A"



Zoning Map Specific Use Permit 1413 W Main Street

Legend

- B1 Local Business Mixed
- R1 Residential Single Family



1 inch = 133 feet



EXHIBIT “B”

Site Plan

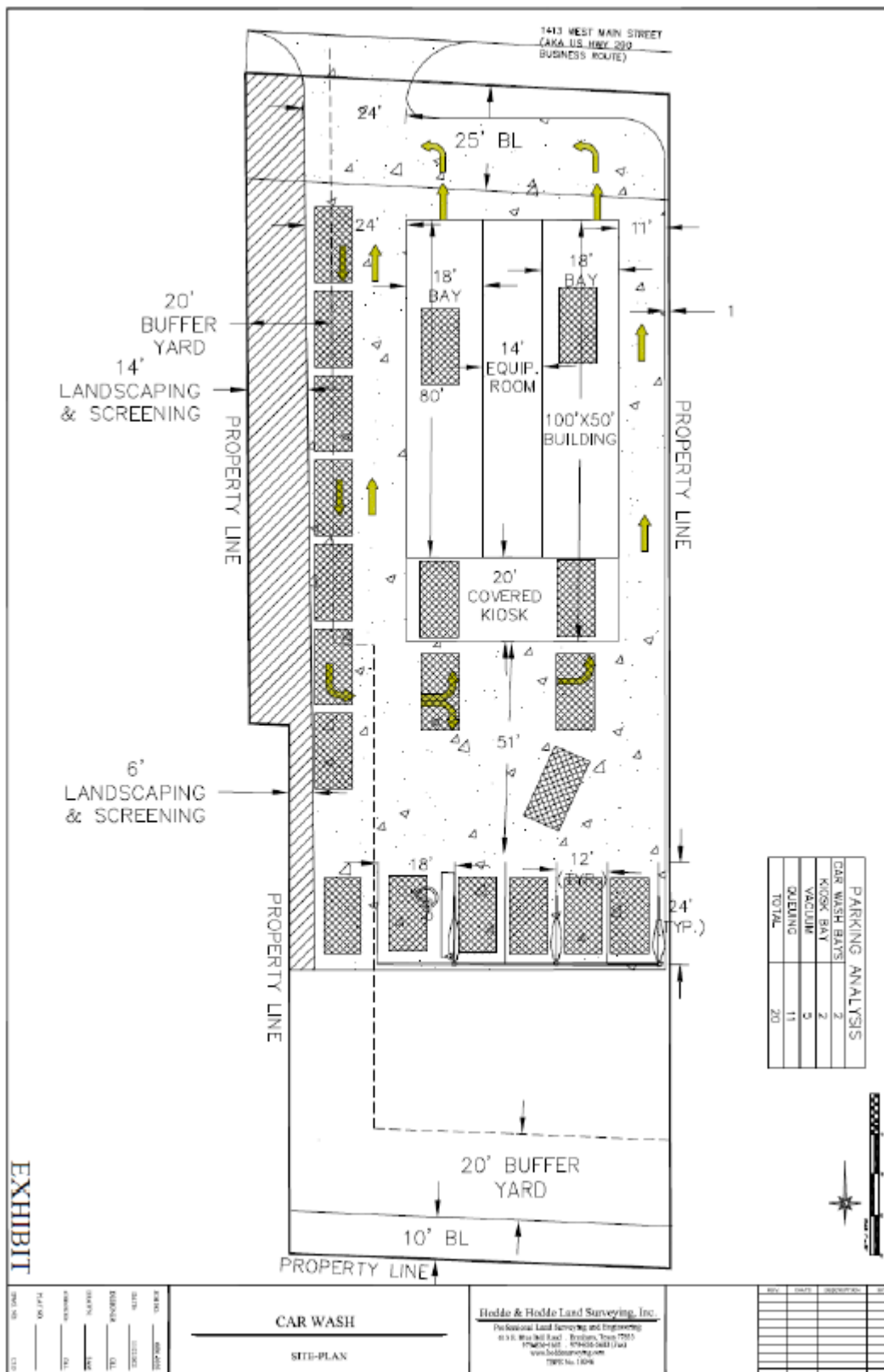


EXHIBIT “C” Project Description

Description of Proposed Car Wash at 1413 W. Main Street

The car wash will consist of a 50 foot wide by 100 foot long building. The first 80 feet of the building will house 2-18 foot wide car wash bays and a 14 foot wide equipment room. The remaining 20 feet will be a covered area to house the pay kiosks for each bay. The car wash bays and equipment room will be completely enclosed except for the entrance and exit openings.

Parking – The building is 5,000 square feet with a requirement of 1 space per 250 square foot of building (20 spaces). The provided spaces include 1 space in each car wash bay (total of 2), 1 space at each kiosk (total of 2), 5 vacuum spaces, 1 dedicated parking space, and 10 queuing spaces for a total of 20 spaces.

Hours of Operation - The car wash is proposed to be operated 24 hours a day.

Equipment – Each car wash bay will contain 60 hp blowers that will be inside of the bays near the north exit. The blowers will produce approximately 69 decibels at a distance of 40 feet (distance to nearest residential property line). The blowers typically produce 79 decibels at 60 feet with an anticipated reduction of 10 decibels due to the blowers being located within the car wash bay. The vacuum bays will house a total of 3 vacuums. Each vacuum produces 64 decibels at a distance of 30 feet (distance to nearest residential property line is 40 feet).

Noise readings were recorded at several locations with similar equipment on Wednesday, December 15, 2021 around 3:00 pm. The findings are below:

- a. Outside blowers at the owner’s existing car wash facility on South Market Street (near Felder’s convenience store).
 - i. At 40’, the decibel reading was 76. This reading was relatively constant regardless of traffic. We anticipate the decibel reading to be reduced by 15 (10 because of interior installation and 5 because of noise reducing cones). The anticipated decibel reading will be 61.
- b. Vacuum machines at the same location.
 - i. At 40’, the decibel reading was 69. There was significant road noise that was interfering with the reading. The reading would spike to 75 whenever traffic was heavy and even with the vacuum machine turned off, the reading would stay at 75. The lowest reading observed during the sampling was 65 during a long break in street traffic.
- c. Traffic noise at the proposed location on W. Main Street.
 - i. Traffic noise was measured at approximately 40’ from the front property line. The highest reading was 77 during heavy traffic and the lowest reading was 60 during a significant break in traffic.

Lighting - There will be efforts to minimize light pollution on the west and south side. This will include directional (hooded) and/or shaded lighting fixtures on the west and south side.

Elevations – A similar design of the covered kiosk area is shown below. The actual design will vary from this picture.



Regular City Council
AGENDA ITEM 5-C.

Agenda Item: Approve Final Payment to Techline Construction, LLC. in the Amount of \$47,983.54 for the Copper Conductor Replacement and Power Line Rehabilitation Project #61C-148C and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 20, 2022

Department: Public Utilities

Staff Contact: Alton Sommerfield

SUMMARY STATEMENT:

On January 17, 2019, Council awarded the Copper Replacement Project to Techline Construction LLC for an amount not to exceed \$1,006,910.95. This project consisted of replacement of 9.5 miles of copper conductor in our system with aluminum conductor that is steel reinforced (ACSR), rehabilitate the power lines by replacing substandard poles, add additional transformers to remove open wire secondaries and provide some right-of-way tree trimming.

On September 16, 2021, Council approved amending the contract amount to an amount not to exceed \$1,147,259.78 which included \$65,000.00 in work required to complete the remaining portion of Section 6 which concluded the entire project. This work included replacing approximately 1,000 feet of copper conductor and 12 poles.

The final payment to complete the remaining portion was \$ 47,983.54. The total cost for the project amount came in at \$1,130,242.30.

ATTACHMENTS:

(1) Techline Final Payment

RECOMMENDED ACTION:

Approve final payment to Techline Construction, LLC. in the amount of \$47,983.54 for the Copper Conductor Replacement and Power Line Rehabilitation Project #61C-148C and authorize the Mayor to execute any necessary documentation.



INVOICE

CUST.#: 50
SHIP TO: CITY OF BRENHAM
200 W VULCAN
BREHAM, TX 77833

BILL TO: CITY OF BRENHAM
PO BOX 1059
BREHAM, TX 77834-1059

INVOICE DATE	SHIPPED	ORDER NO.
12/01/21	12/01/21	12004698-00
P.O. NO.	PAGE #	TERMS
61C148C	1	NET 30 DAYS
INSTRUCTIONS		
SHIP POINT		SHIP VIA
AUS		

Please remit all payments to:

Techline Construction, LLC
P.O. Box 674086
Dallas, TX 75267-4086

Please remit overnight payments to:

Techline Construction, LLC
Compass Bank - Dallas Lockbox Dept.
Attn: Lockbox 674086
4400 Amon Carter Blvd., Ste 110
Fort Worth, TX 76155-2699

LINE NO.	QUANTITY ORDERED	QUANTITY B.O.	PRODUCT AND DESCRIPTION	QTY. SHIPPED	QTY. U/M	UNIT PRICE	AMOUNT (NET)
***** Email all invoices, credits, debits, & statements to ap@cityofbrenham.org ***** ***** WO# 61C148C / Section 6 / 1st Partial Bill 10-18-21 to 11-30-21 *****							
1	1	0	OEC-CREW-521207 Distribution Electric Construction 521207	1	ea	30000.00	30000.00
1	Lines Total		Qty Shipped Total	1		Total Invoice Total	30000.00 30000.00

Last Page

Past due invoices will accrue interest at the rate of one and one-half percent (1.5%) per month (18% per year).



INVOICE

CUST.#: 50
SHIP TO: CITY OF BRENHAM
200 W VULCAN
BRENHAM, TX 77833

BILL TO: CITY OF BRENHAM
PO BOX 1059
BRENHAM, TX 77834-1059

INVOICE DATE	SHIPPED	ORDER NO.
12/23/21	12/23/21	12004707-00
P.O. NO.	PAGE #	TERMS
61C148C/Sect 6	1	NET 30 DAYS
INSTRUCTIONS		
SHIP POINT	SHIP VIA	
AUS		

Please remit all payments to:

Techline Construction, LLC
P.O. Box 674086
Dallas, TX 75267-4086

Please remit overnight payments to:

Techline Construction, LLC
Compass Bank - Dallas Lockbox Dept.
Attn: Lockbox 674086
4400 Amon Carter Blvd., Ste 110
Fort Worth, TX 76155-2699

LINE NO.	QUANTITY ORDERED	QUANTITY B.O.	PRODUCT AND DESCRIPTION	QTY SHIPPED	QTY U/M	UNIT PRICE	AMOUNT (NET)
***** Email all invoices, credits, debits, & statements to ap@cityofbrenham.org ***** 61C148C / Section 6 Final Bill Grand Total \$47,983.54 Billed 30,000.00 on 11-30-21 (OE#12004698-00) Total Due 17,983.54 *****							
1	1	0	OEC-CREW-521207 Distribution Electric Construction 521207	1	ea	17983.54	17983.54
1	Lines Total		Qty Shipped Total	1		Total Invoice Total	17983.54 17983.54

Last Page

Past due invoices will accrue interest at the rate of one and one-half percent (1.5%) per month (18% per year).

37



ACKNOWLEDGEMENT



ACK DATE	ORDER NO.
12/22/21	12004707-00
P.O. NO.	PAGE #
61C148C/Sect 6	1

CUST.#: 50

SHIP TO:

CITY OF BRENHAM
200 W VULCAN
BRENHAM, TX 77833

Please remit all payments to:
Techline Construction, LLC
P.O. Box 674086
Dallas, TX 75267-4086

BILL TO:

CITY OF BRENHAM
PO BOX 1059
BRENHAM, TX 77834-1059

INSTRUCTIONS	
SHIP POINT	SHIP VIA
AUS	
SHIPPED	TERMS
NET 30 DAYS	

LINE NO.	PRODUCT AND DESCRIPTION	QUANTITY ORDERED	QUANTITY AVAILABLE	QTY. U/M	UNIT PRICE	AMOUNT (NET)
***** Email all invoices, credits, debits, & statements to ap@cityofbrenham.org ***** ***** 61C148C / Section 6 Final Bill Grand Total \$47,983.54 Billed 30,000.00 on 11-30-21 (OE#12004698-00) Total Due 17,983.54 *****						
1	OEC-CREW-521207 Distribution Electric Construction 521207	1	1	ea	17983.54	17983.54
1	Lines Total	Qty Shipped Total		1	Total Invoice Total	17983.54 17983.54

Last Page

TECHLINE CONSTRUCTION

City of Brenham
WO# 61C148C / Section 6 1st Partial Bill

Crew 207

INSTALL HOT

POLE #	UNIT	QUANTITY	PRICE	TOTAL
63	45-4	1	\$365.00	\$365.00
	C1-2	1	\$158.00	\$158.00
	FC-7	1	\$226.00	\$226.00
	M3-1	4	\$104.00	\$416.00
	M5-5	1	\$31.00	\$31.00
	M2-11	1	\$82.00	\$82.00
	K14	2	\$21.00	\$42.00
	XFER SM SRV	2	\$67.00	\$134.00
	COMM T	5	\$81.00	\$405.00
	37.5	1	\$260.00	\$260.00
	M5-6	1	\$90.00	\$90.00
	COBRA CAP	1	\$12.00	\$12.00
	COBRA WRAF	1	\$21.00	\$21.00
	HD	6.5	\$100.00	\$650.00
65	1/0 ACSR	70'	\$0.88	\$61.60
	M5-6	1	\$90.00	\$90.00
	M3-4	1	\$132.00	\$132.00
	A5	1	\$78.00	\$78.00
70	B7	1	\$148.00	\$148.00
	M3-1	2	\$104.00	\$208.00
71	1/0 ACSR	300'	\$0.88	\$264.00
	45-3	1	\$365.00	\$365.00
	FB7	1	\$118.00	\$118.00

REMOVE HOT

POLE#	UNIT	QUANTITY	PRICE	TOTAL
63	45-4	1	\$245.00	\$245.00
	C1-2	1	\$84.00	\$84.00
	M3-1	4	\$69.00	\$276.00
	C7	1	\$134.00	\$134.00
	M5-5	1	\$20.00	\$20.00
	M2-11	1	\$40.00	\$40.00
	K14	1	\$16.00	\$16.00
	37.5	1	\$174.00	\$174.00
	M5-6	1	\$58.00	\$58.00
65	#4 CU	70'	\$0.54	\$37.80
	M5-6	1	\$58.00	\$58.00
	A5	1	\$37.00	\$37.00
	M3-4	1	\$72.00	\$72.00
				\$0.00
70	C7	1	\$134.00	\$134.00
	M5-5	2	\$20.00	\$40.00
71	#6 CU	400'	\$0.48	\$192.00
	40-4	1	\$210.00	\$210.00
	C7	1	\$134.00	\$134.00

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TECHLINE CONSTRUCTION

City of Brenham
WO# 61C148C / Section 6 1st Partial Bill

Crew 207

INSTALL HOT

POLE #	UNIT	QUANTITY	PRICE	TOTAL
71	M5-6	2	\$90.00	\$180.00
	M3-1	2	\$104.00	\$208.00
	G210-50-25	1	\$445.00	\$445.00
	M2-11	1	\$82.00	\$82.00
	K14	3	\$21.00	\$63.00
	COMM T	3	\$81.00	\$243.00
	XFER SM SRV	4	\$67.00	\$268.00
	COBRA CAP	1	\$12.00	\$12.00
	COBRA WRAF	1	\$21.00	\$21.00
72-3341	M5-1	3	\$56.00	\$168.00
73	1/0 ACSR	392'	\$0.88	\$344.96
	45-3	1	\$365.00	\$365.00
	FC8	1	\$435.00	\$435.00
	M5-5	2	\$31.00	\$62.00
	M5-2	1	\$70.00	\$70.00
	M5-6	2	\$90.00	\$180.00
	M3-1	2	\$104.00	\$208.00
	G210-100-25	1	\$625.00	\$625.00
	M2-11	1	\$82.00	\$82.00
	E1-3-96	1	\$139.00	\$139.00
	E1-3-12	1	\$129.00	\$129.00
	E3-10	1	\$12.00	\$12.00
	F1-3	1	\$115.00	\$115.00
	K14	2	\$21.00	\$42.00

REMOVE HOT

POLE#	UNIT	QUANTITY	PRICE	TOTAL
71	M5-6	3	\$58.00	\$174.00
	M3-1	3	\$69.00	\$207.00
	G310-50	1	\$510.00	\$510.00
	M2-11	1	\$40.00	\$40.00
	K14	2	\$16.00	\$32.00
72-3341	M5-1	3	\$32.00	\$96.00
73	#6 CU	392'	\$0.48	\$188.16
	C8	1	\$272.00	\$272.00
	M5-5	2	\$20.00	\$40.00
	M5-6	2	\$58.00	\$116.00
	M3-1	2	\$69.00	\$138.00
	G210-100-25	1	\$430.00	\$430.00
	E1-3-12	1	\$67.00	\$67.00
	E3-10	1	\$6.00	\$6.00
	K14	2	\$16.00	\$32.00

108

96

TECHLINE CONSTRUCTION

City of Brenham
WO# 61C148C / Section 6 1st Partial Bill

Crew 207

INSTALL HOT

POLE #	UNIT	QUANTITY	PRICE	TOTAL
73	XFER LG SRV	2	\$72.00	\$144.00
	XFER SM SRV	3	\$67.00	\$201.00
	TOP POLE	1	\$85.00	\$85.00
	COBRA WRAP	1	\$21.00	\$21.00
	COBRA CAP	1	\$12.00	\$12.00
74	1/O ACSR	348'	\$0.88	\$306.24
	C1	1	\$133.00	\$133.00
	M5-6	1	\$90.00	\$90.00
	M3-1	1	\$104.00	\$104.00
	G39-25	1	\$245.00	\$245.00
	M2-11	1	\$82.00	\$82.00
	K14	1	\$21.00	\$21.00
	M26-5C-6	1	\$84.00	\$84.00
	XFER SM SRV	2	\$67.00	\$134.00
	COBRA CAP	1	\$12.00	\$12.00
	COBRA WRAP	1	\$21.00	\$21.00
	COMM T	1	\$81.00	\$81.00
	40-4	1	\$349.00	\$349.00
74A	1/O ACSR	308'	\$0.88	\$271.04
	40-3	1	\$349.00	\$349.00
	C1-2	1	\$158.00	\$158.00
	M2-12	1	\$60.00	\$60.00
	XFER SM SRV	1	\$67.00	\$67.00
	K14	2	\$21.00	\$42.00

REMOVE HOT

POLE#	UNIT	QUANTITY	PRICE	TOTAL
74	#6 CU	340'	\$0.48	\$163.20
	40-4	1	\$210.00	\$210.00
	C1	1	\$69.00	\$69.00
	M5-6	1	\$58.00	\$58.00
	M3-1	1	\$69.00	\$69.00
	G39-37.5	1	\$174.00	\$174.00
	M2-11	1	\$40.00	\$40.00
	K14	1	\$16.00	\$16.00
	M26-5-C-6	1	\$56.00	\$56.00
75	#6 CU	528'	\$0.48	\$253.44
	35-4	1	\$194.00	\$194.00
	C1	1	\$69.00	\$69.00
	M5-6	1	\$58.00	\$58.00
	M3-1	1	\$69.00	\$69.00
	G39-25	1	\$160.00	\$160.00

TECHLINE CONSTRUCTION

City of Brenham
WO# 61C148C / Section 6 1st Partial Bill

Crew 207

INSTALL HOT

POLE #	UNIT	QUANTITY	PRICE	TOTAL
74A	COMM T	1	\$81.00	\$81.00
	COBRA CAP	1	\$12.00	\$12.00
	COBRA WRAF	1	\$21.00	\$21.00
	639-25	1	\$245.00	\$245.00
	M5-6	1	\$90.00	\$90.00
	M3-1	1	\$104.00	\$104.00
76	1/0 ACSR	640'	\$0.88	\$563.20
	45-3	1	\$365.00	\$365.00
	FC7	2	\$226.00	\$452.00
	A5-2	2	\$112.00	\$224.00
	M5-5	1	\$31.00	\$31.00
	M2-11	1	\$82.00	\$82.00
	E1-3-96	2	\$139.00	\$278.00
	E1-3-12	2	\$129.00	\$258.00
	E3-10	2	\$12.00	\$24.00
	F1-3	2	\$115.00	\$230.00
	M26-5-C6	1	\$84.00	\$84.00
	K14	1	\$21.00	\$21.00
	XFER SM SRV	1	\$67.00	\$67.00
	COBRA CAP	1	\$12.00	\$12.00
	COBRA WRAF	1	\$21.00	\$21.00
	TOP POLE	1	\$85.00	\$85.00
76A	1/0 ACSR	246'	\$0.88	\$216.48
	A5	1	\$78.00	\$78.00

REMOVE HOT

POLE#	UNIT	QUANTITY	PRICE	TOTAL
75	M2-11	1	\$40.00	\$40.00
	K14	1	\$16.00	\$16.00
76	#6 CU	416'	\$0.48	\$199.68
	C7	2	\$134.00	\$268.00
	A5-1	1	\$39.00	\$39.00
	M5-5	2	\$20.00	\$40.00
	E2-2	2	\$128.00	\$256.00
	M26-5-S6	1	\$56.00	\$56.00
	K14	1	\$16.00	\$16.00
76A	E1-3	1	\$52.00	\$52.00
	E3-10	1	\$6.00	\$6.00

TECHLINE CONSTRUCTION

City of Brenham
WO# 61C148C / Section 6 1st Partial Bill

Crew 207

INSTALL HOT

POLE #	UNIT	QUANTITY	PRICE	TOTAL
76A	M5-6	1	\$90.00	\$90.00
	M3-4	1	\$132.00	\$132.00
	G10-37.5	1	\$260.00	\$260.00
	E1-3-96	1	\$139.00	\$139.00
	E3-10	1	\$12.00	\$12.00
	K14	2	\$21.00	\$42.00
	COMM T	1	\$81.00	\$81.00
	XFER SM SRV	3	\$67.00	\$201.00
	TOP POLE	1	\$85.00	\$85.00
77	1/O ACSR	432'	\$0.88	\$380.16
	C1-2	1	\$158.00	\$158.00
	M5-6	1	\$90.00	\$90.00
	M3-1	1	\$104.00	\$104.00
	G39-37.5	1	\$260.00	\$260.00
	K14	2	\$21.00	\$42.00
	COMM T	2	\$81.00	\$162.00
	XFER SM SRV	2	\$67.00	\$134.00
	TOP POLE	1	\$85.00	\$85.00
	COBRA CAP	1	\$12.00	\$12.00
	HD	6.5	\$100.00	\$650.00
78	1/O ACSR	300'	\$0.88	\$264.00
	40-3	1	\$349.00	\$349.00
	C1	1	\$133.00	\$133.00
	M5-6	1	\$90.00	\$90.00

REMOVE HOT

POLE#	UNIT	QUANTITY	PRICE	TOTAL
76A	#4 CU	345'	\$0.54	\$186.30
	K14	4	\$16.00	\$64.00
77	#6 CU	432'	\$0.48	\$207.36
	35-4	1	\$194.00	\$194.00
	C1	1	\$69.00	\$69.00
	M5-6	1	\$58.00	\$58.00
	M5-1	1	\$69.00	\$69.00
	G39-25	1	\$160.00	\$160.00
	M2-11	1	\$40.00	\$40.00
	K14	2	\$16.00	\$32.00
78	#6 CU	300'	\$0.48	\$144.00
	35-4	1	\$194.00	\$194.00
	C1	1	\$69.00	\$69.00
	M5-6	1	\$58.00	\$58.00

TECHLINE CONSTRUCTION

City of Brenham
WO# 61C148C / Section 6 1st Partial Bill

Crew 207

INSTALL HOT

POLE #	UNIT	QUANTITY	PRICE	TOTAL
78	M3-1	1	\$104.00	\$104.00
	XFER 639-15	1	\$231.00	\$231.00
	M2-11	1	\$82.00	\$82.00
	K14	1	\$21.00	\$21.00
	COMM T	2	\$81.00	\$162.00
	XFER SM SRV	1	\$67.00	\$67.00
	COBRA CAP	1	\$12.00	\$12.00
	COBRA W/RAF	1	\$21.00	\$21.00
79	L/O ACSR	416'	\$0.88	\$366.08
	C1	1	\$133.00	\$133.00
	M5-6	1	\$90.00	\$90.00
	M3-1	1	\$104.00	\$104.00
	G39-25	1	\$245.00	\$245.00
	M26-5-C6	1	\$84.00	\$84.00
	K14	1	\$21.00	\$21.00
	XFER SM SRV	1	\$67.00	\$67.00
	COBRA CAP	1	\$12.00	\$12.00
80	L/O ACSR	332'	\$0.88	\$292.16
	40-2	1	\$349.00	\$349.00
	C1	1	\$133.00	\$133.00
	M5-6	1	\$90.00	\$90.00
	M3-1	1	\$104.00	\$104.00
	XFER 639-25	1	\$231.00	\$231.00
	M2-11	1	\$82.00	\$82.00

REMOVE HOT

POLE#	UNIT	QUANTITY	PRICE	TOTAL
78	M3-1	1	\$69.00	\$69.00
	XFER 639-15	1	\$149.00	\$149.00
	M2-11	1	\$40.00	\$40.00
	K14	3	\$16.00	\$48.00
79	#6 CU	416'	\$0.48	\$199.68
	C1	1	\$69.00	\$69.00
	M5-6	1	\$58.00	\$58.00
	M3-1	1	\$69.00	\$69.00
	G39-37.5	1	\$174.00	\$174.00
	M26-5-C6	1	\$56.00	\$56.00
	K14	2	\$16.00	\$32.00
80	#6 CU	332'	\$0.48	\$159.36
	35-4	1	\$194.00	\$194.00
	C1	1	\$69.00	\$69.00
	M5-6	1	\$58.00	\$58.00
	M3-1	1	\$69.00	\$69.00
	XFER 639-25	1	\$149.00	\$149.00
	M2-11	1	\$40.00	\$40.00

TECHLINE CONSTRUCTION

City of Brenham
WO# 61C148C / Section 6 1st Partial Bill

Crew 207

INSTALL HOT

POLE #	UNIT	QUANTITY	PRICE	TOTAL
80	K14	1	\$21.00	\$21.00
	COMM T	2	\$81.00	\$162.00
	XFER 5M SRV	2	\$67.00	\$134.00
	COBRA CAP	1	\$12.00	\$12.00
	COBRA WRAF	1	\$21.00	\$21.00
81	1/O ACSR	260	\$0.88	\$228.80
	40-3	1	\$349.00	\$349.00
	C1	1	\$133.00	\$133.00
	FC7	1	\$226.00	\$226.00
	M5-5	2	\$31.00	\$62.00
	M2-11	1	\$82.00	\$82.00
	E1-396	1	\$139.00	\$139.00
	E3-10	1	\$12.00	\$12.00
	F1-3	1	\$115.00	\$115.00
	COMM T	2	\$81.00	\$162.00
	COBRA CAP	1	\$12.00	\$12.00
	COBRA WRAF	1	\$21.00	\$21.00
82	1/O ACSR	236	\$0.88	\$207.68
	45-2	1	\$365.00	\$365.00
	C1-1	1	\$210.00	\$210.00
	M5-6	3	\$90.00	\$270.00
	M3-1	3	\$104.00	\$312.00
	XFER 6310-75	1	\$300.00	\$300.00
	M2-11	1	\$82.00	\$82.00

REMOVE HOT

POLE#	UNIT	QUANTITY	PRICE	TOTAL
80	K14	2	\$16.00	\$32.00
81	#6 CU	260	\$0.48	\$124.80
	40-4	1	\$210.00	\$210.00
	C1	1	\$69.00	\$69.00
	C7	1	\$134.00	\$134.00
	M5-5	2	\$20.00	\$40.00
	M5-1	3	\$32.00	\$96.00
	M2-12	1	\$29.00	\$29.00
82	#6 CU	236	\$0.48	\$113.28
	45-4	1	\$245.00	\$245.00
	C1-1	1	\$112.00	\$112.00
	M5-6	3	\$58.00	\$174.00
	M3-1	3	\$69.00	\$207.00
	XFER 6310-75	1	\$180.00	\$180.00
	M2-11	1	\$40.00	\$40.00

TECHLINE CONSTRUCTION

City of Brenham
WO# 61C148C / Section 6 1st Partial Bill

Crew 207

INSTALL HOT

POLE #	UNIT	QUANTITY	PRICE	TOTAL
82	E1-3-96	1	\$139.00	\$139.00
	E3-10	1	\$12.00	\$12.00
	F1-3	1	\$115.00	\$115.00
	K14	2	\$21.00	\$42.00
	XFER LG SRV	2	\$72.00	\$144.00
	COBRA CAP	1	\$12.00	\$12.00
	COBRA W/RAF	1	\$21.00	\$21.00
83	1/O ACSR	168	\$0.88	\$147.84
	40-3	1	\$349.00	\$349.00
	FC7	1	\$226.00	\$226.00
	M5-6	3	\$90.00	\$270.00
	M3-1	3	\$104.00	\$312.00
	M5-14	1	\$96.00	\$96.00
	M2-11	1	\$82.00	\$82.00
	XFER UP3-3	1	\$1,350.00	\$1,350.00
	COBRA CAP	1	\$12.00	\$12.00
	COBRA W/RAF	1	\$21.00	\$21.00
84	1/O ACSR	240	\$0.88	\$211.20
	M3-1	4	\$103.00	\$412.00
	A5-2	1	\$112.00	\$112.00
	FC7	2	\$226.00	\$452.00
	E1-3-12	2	\$129.00	\$258.00
	E1-3-96	2	\$139.00	\$278.00
	K14	2	\$21.00	\$42.00

REMOVE HOT

POLE #	UNIT	QUANTITY	PRICE	TOTAL
82	K14	2	\$16.00	\$32.00
83	#6 CU	168	\$0.48	\$80.64
	35-4	1	\$194.00	\$194.00
	C7	1	\$134.00	\$134.00
	M5-6	3	\$58.00	\$174.00
	M3-1	3	\$69.00	\$207.00
	M2-11	1	\$40.00	\$40.00
84	#6 CU	240	\$0.48	\$115.20
	M3-1	3	\$69.00	\$207.00
	A5-1	1	\$39.00	\$39.00
	M5-5	6	\$20.00	\$120.00
	C7	2	\$134.00	\$268.00

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TECHLINE CONSTRUCTION

City of Brenham
WO# 61C148C / Section 6 1st Partial Bill

Crew 207

INSTALL HOT

POLE #	UNIT	QUANTITY	PRICE	TOTAL
84	XFER SM SRV	1	\$67.00	\$67.00
85	1/0 ACSR	220	\$0.88	\$193.60
	40-3	1	\$349.00	\$349.00
	A5	1	\$78.00	\$78.00
	M5-6	1	\$90.00	\$90.00
	M3-4	1	\$132.00	\$132.00
	G10-75	1	\$350.00	\$350.00
	M2-11	1	\$82.00	\$82.00
	K14	4	\$21.00	\$84.00
	XFER SM SRV	5	\$67.00	\$335.00
	COMM D	1	\$475.00	\$475.00
	E1-2	1	\$89.00	\$89.00
				\$33,710.04
Original			\$31,561.84	
Add-On			\$2,148.20	
	Grand Total			\$47,983.54
Billed on 11-30-21 ⁸² 1,2004698-00				-\$30,000.00
	Still Owe			\$17,983.54

REMOVE HOT

0E#12004698-00
10-18-21 to 11-30-21

POLE#	UNIT	QUANTITY	PRICE
85	#6 CU	220	\$0.48
	A5	1	\$37.00
	M5-14	1	\$62.00
	M5-6	1	\$58.00
	M3-1	1	\$69.00
	G10-75	1	\$205.00
	K14	4	\$16.00
	E1-2	1	\$52.00
Original			\$13,254.30
Add-On			\$1,019.20



Regular City Council
AGENDA ITEM 5-D.

Agenda Item: Approve a 3-Year Maintenance Agreement Between the City of Brenham and Ricoh USA, Inc., In the Amount of \$2,794.80 Per Year, for the Maintenance of a Printer at the Nancy Carol Roberts Memorial Library and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 20, 2022

Department: Library

Staff Contact: Kyle Branham

SUMMARY STATEMENT:

In December of 2021 the 3 year lease agreement with Ricoh USA, Inc. and the Nancy Carol Roberts Memorial Library ended for Ricoh Printer Model MC307 equipment ID# 14247533. The current printer is meeting the needs of the Library successfully and has been free of any large maintenance issues. Our dollar buy out option of the printer was utilized at the end of the lease and is now a City owned machine. In recent years we have seen an increase in our yearly maintenance agreements, so a multi-year maintenance agreement was requested. The yearly cost of the printer will be \$2,794.80 using US Communities pricing contract number 4400003732, this to include, a print allowance, maintenance, parts, service calls, toner, and supplies.

ATTACHMENTS:

(1) Maintenance Agreement

RECOMMENDED ACTION:

Approve a 3-year Maintenance Agreement between the City of Brenham and Ricoh USA, Inc., in the amount of \$2,794.80 per year, for the maintenance of a printer at the Nancy Carol Roberts Memorial Library and authorize the Mayor to execute any necessary documentation.

Ricoh USA, Inc.
Contract Renewals
70 Valley Stream Parkway
Malvern, PA 19355



#####

BRENNHAM CITY OF
PO BOX 1059, BRENNHAM, WASHINGTON,
TX 77834-1059 United States

Re: Purchase Order Request

P.O. #: N
Account #: 2128942
Contract #: 4822126

Dear Ricoh Customer:

It is our pleasure to service your equipment under our existing annual maintenance agreement program. We understand that your organization requires a purchase order for the renewal of this agreement. To ensure prompt processing of your PO please include the below information. In using the attached price and coverage schedule to determine your frequency a 1 indicates monthly billing, 3 indicates quarterly billing and 12 indicates annual billing.

- . Total price including taxes and overage amount
- . PO coverage dates
- . Covered serial numbers and/or equipment ID numbers
- . Equipment product coverage
- . Billing frequency

To ensure uninterrupted service, please send us your purchase order to the above address. You can also fax your purchase order to 480-379-8372 or e-mail it to SLGRenewal@ricoh-usa.com. Receipt of this purchase order and the resulting renewal will extend your existing maintenance agreement (on its current terms and conditions) for an additional annual period at the rates set forth in the attached price and coverage schedule. Our goal is to provide you with maintenance service that meets your needs. We appreciate your business and look forward to continuing to serve you. Should you have any questions or concerns, please do not hesitate to call me.

Sincerely,
Cesario, Christine
Ricoh Contract Renewals
888-456-6457
Extension 20663

Coverage Schedule



Contract Number: 4822126

Period of Service: 0

Make	Serial	Equip ID #	Coverage	Coverage Description	Base Charge (\$)	Base Billing Frequency (Mon)	Meter Name	Included Images	Additional Image Cost (\$)	Usage Billing Freq. (Mon)	Customer	Customer Contact
MPC307	C85167502	14247533	8x5x4	Silver Labor, Parts	232.9	Monthly	BLACK ANI	600	0.009	Semi-Annual	ANDRIA HE	aheiges@cit
MPC307	C85167502	14247533	8x5x4	Silver Labor, Parts		Monthly	COLOR	24000	0.05	Semi-Annual	ANDRIA HE	aheiges@cit



Regular City Council
AGENDA ITEM 5-E.

Agenda Item: Approve the Submission of Grant Applications to the:

1. **Office of the Governor, Public Safety Office, Criminal Justice Division for the Criminal Justice Grant Program;**
2. **Office of the Governor, Public Safety Office; Homeland Security Grants Division; State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LEPTA) Projects**
3. **Office of the Governor, Public Safety Office; Homeland Security Grants Division; State Homeland Security Program - Regular Projects**

And Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 20, 2022

Department: Police Department

Staff Contact: Sgt Steven Eilert

SUMMARY STATEMENT:

The Brenham Police Department is seeking approval from City Council to apply for three grants.

1. The Office of the Governor, Public Safety Office, Criminal Justice Division for the Criminal Justice Grant Program: The Brenham Police Department will be seeking approximately \$30,000 in funding to be utilized to purchase Closed Circuit Cameras. There will be no matching grant funds.

2. Office of the Governor, Public Safety Office; Homeland Security Grants Division; State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LEPTA) Projects: The Brenham Police Department will be seeking approximately \$52,000 in funding to be utilized to purchase an ICOR Mini-Caliber Robot. There will be no matching grant funds.

3. Office of the Governor, Public Safety Office; Homeland Security Grants Division; State Homeland Security Program - Regular Projects: The Brenham Police Department will be seeking approximately \$13,000 in funding to be utilized for a SEEKERe MDK. There will be no matching funds.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Approve the Submission of Grant Applications to the: (1) Office of the Governor, Public Safety Office, Criminal Justice Division for the Criminal Justice Grant Program; (2) Office of the Governor, Public Safety Office; Homeland Security Grants Division; State Homeland Security Program - Law Enforcement Terrorism Prevention Activities (LEPTA) Projects; and (3) Office of the Governor, Public Safety Office; Homeland Security Grants Division; State Homeland Security Program - Regular Projects and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 6.

Agenda Item: Discussion and Presentation on the Residential Needs Assessment

Meeting Type: Regular Meeting-January 20, 2022

Department: Economic Development

Staff Contact: Susan Cates

SUMMARY STATEMENT:

The City Council was provided hard copies of the Residential Needs Assessment prepared by Community Development Strategies on Wednesday, January 12th in preparation of the City Council meeting. At the meeting, Economic Development Director Susan Cates will review the assessment and point out areas of significant interest and answer any questions the Council may have.

A copy of the Assessment is on file in the City Secretary's office for public inspection.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action, discussion only.



Regular City Council
AGENDA ITEM 7.

Agenda Item: Discuss and Possibly Act Upon Contract No. 22-085-049-D302 Between the City of Brenham and the Texas General Land Office Related to the Community Development Block Grant Mitigation Program Infrastructure Projects Non-Research & Development Mitigation Funding and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 20, 2022

Department: Public Works

Staff Contact: Dane Rau

SUMMARY STATEMENT:

In September of 2020 the City of Brenham along with Public Management and Strand Associates submitted a grant application to the Texas General Land Office requesting funds for mitigation projects throughout the City of Brenham related to Hurricane Harvey. In May of 2021, we received an email from the Texas General Land Office notifying the City of Brenham that the grant valued at \$5,001,643 was awarded for 11 specific drainage projects throughout town. We had been awaiting the final contract documents from GLO and have received them in late December.

By receiving these documents, once signed, we are now able to begin the process by working with Public Management (Grant Administrator) and Strand Associates (Engineer) to coordinate with GLO on a kick-off meeting and establish timelines for the drainage improvements that are identified with this grant. Within this grant, 11 specific areas are identified for funding:

1. North Dixie St. Drainage Improvements
2. Burleson Street Low Water Crossing
3. N. Saeger and W. Jefferson Improvements
4. Higgins Branch @ Henderson Park
5. Baylor St. Drainage Improvements
6. Commerce/Seelhorst/Clinton/Dark St. Improvements
7. Hogg Branch @ Alamo St
8. Hogg Branch (Jackson-Day St)
9. Hogg Branch @ Pecan St.
10. Tom Dee St. Improvements
11. Spinn St @ Day St.

The City of Brenham will be responsible for 1% of matching funds for this grant which is equivalent to \$50,017. These matching funds will be taken from the Drainage Fund that was established in 2020. This contract will become effective on the date in which it is signed and will commence on January 31, 2025.

We would respectfully ask council to approve this contract with the Texas General Land Office so that we can begin the process and collaboratively work with Public Management and Strand and Associates for the betterment of our community.

ATTACHMENTS:

(1) GLO Contract No. 22-085-049-D302

RECOMMENDED ACTION:



GLO CONTRACT NO. 22-085-049-D302
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM INFRASTRUCTURE PROJECTS
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF BRENHAM**, Texas Identification Number (TIN) **17460004041** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) Subaward

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

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$5,001,643.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

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

1.02 CONTRACT DOCUMENTS

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

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix (CDBG)
- ATTACHMENT H:** Public Law 113-2 Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) the Method of Distribution (as applicable);
- (e) Other guidance posted at: <https://recovery.texas.gov/action-plans/mitigation-funding/index.html>; and

(f) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“[Acquisition](#)” means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner’s voluntary relinquishment of the property upon Subrecipient’s purchase of it or through Subrecipient’s eminent domain authority.

“[Act](#)” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“[Action Plan](#)” means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan, as amended, found at <https://recovery.texas.gov/action-plans/mitigation-funding/index.html>.

“[Activity](#)” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

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

“[Advance Payment](#)” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

“[Amendment](#)” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“[Application](#)” or “[Grant Application](#)” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“[As-Built Plans](#)” means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“[Audit Certification Form](#)” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“[AUGF](#)” means HUD Form 7015.16, *Authority to Use Grant Funds*.

“[Benchmark](#)” means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

“[Budget](#)” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“[Buyout](#)” means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

“[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](#)” or “[COCC](#)” means a document to be executed by Subrecipient, Subrecipient’s construction contractor, and Subrecipient’s engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

“[C.F.R.](#)” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“[Contract](#)” means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“[Contract Documents](#)” means the documents listed in **Section 1.02**.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Deliverable](#)” means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

“[Disaster Risk Reduction Area](#)” means a clearly delineated area established by Subrecipient in which real property suffered damage from a disaster for which CDBG-MIT funding has been awarded to Subrecipient and in which the safety and well-being of area residents are at risk from future flooding events.

“[Environmental Review Record](#)” or “[ERR](#)” means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD’s environmental regulations.

“[Equipment](#)” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$5,000, as further defined at 2 C.F.R. § 200.313.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 3.03**, herein.

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

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

“[Federal Register](#)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT funding allocations.

“[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.

“[FWCR](#)” means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

“[Grant Completion Report](#)” or “[GCR](#)” means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

“[Grant Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Implementation Schedule](#)” means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

“[Infrastructure](#)” means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term “Infrastructure” may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Method of Distribution](#)” or “[MOD](#)” means a document developed for a specific region that outlines the distribution of CDBG-MIT funding to counties, cities, and local government entities in the region.

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Monthly Activity Status Report](#)” means a monthly Project Benchmark status report, as required under **Section 4.02**, for which a template is included as **Attachment F** of this Contract.

“[NTP](#)” means “notice to proceed,” a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-MIT program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Prompt Pay Act](#)” means Chapter 2251 of the Texas Government Code.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Revision](#)” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Start-Up Documentation](#)” means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

“[Subrecipient](#)” means City of Brenham, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[U.S.C.](#)” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.
- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.

- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

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

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO's Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

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

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 VARIANCE

Amendments to decrease or increase the subaward amount or to add or delete an Activity may be made only by written agreement of the Parties, under the formal Amendment process described in **Section 8.16**, below. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during Project performance through a Revision or Technical Guidance Letter. Such approvals must be in writing and may be delivered by regular or electronic mail.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT TO THE GLO PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM ELIGIBILITY AND COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT. FAILURE TO SUBMIT THE FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF REMAINING, UNREQUESTED FUNDS.

Upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter to Subrecipient.

2.04 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly.

2.05 SUBAWARD OFFER SUBJECT TO CANCELLATION

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

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **January 31, 2025**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first.

Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period one time for a period of up to two years. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

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

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

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

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

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24 C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.10** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient's correction of the deficiency.

(a) **Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient's fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;

- (ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;
- (iii) Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use a template developed by HUD to prepare the monthly reports, attached hereto as **Attachment H** and accessible online at <https://www.hudexchange.info/resource/3898/public-law-113-2-contract-reporting-template/>. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in Federal Register publications governing the CDBG-MIT funding allocation.

4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended ([12 U.S.C. § 1701u](#)), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient’s efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10th of the month following the quarter's close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**

Quarter 2 (Dec-Feb): Due **March 10th**

Quarter 3 (Mar-May): Due **June 10th**

Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at <https://recovery.texas.gov/local-government/resources/infrastructure/index.html>. Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the "other efforts, see remarks below" field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

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

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the 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), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**
- (b) **Subrecipient must have a Data Universal Numbering System (DUNS) number and a Commercial and Government Entity (CAGE) code. Subrecipient shall report its DUNS number and CAGE code to the GLO for use in various grant-reporting documents.** A DUNS number may be obtained by visiting the Dun & Bradstreet website: <https://www.dnb.com>. A CAGE code will be assigned when the obtained DUNS number is registered with the System for Award Management at <https://www.sam.gov>. Assistance with the System for

Award Management website may be obtained by calling 866-606-8220. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

5.05 FINAL BENCHMARK

(a) Construction Activities

To ensure full performance of each construction Activity and the Project, the GLO has set aside an amount equal to five percent (5%) of Subrecipient's

construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project. Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) Project Delivery – Grant Administration

To ensure full performance of this Contract, the GLO has set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position

Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION

7.01 BOOKS AND RECORDS

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

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of**

inspection. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

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

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in

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

- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.
- (d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

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

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied, as outlined in Section 5.05 above.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm

that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

8.06 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.04** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.07 COMMUNICATION WITH THIRD PARTIES

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

8.08 RELATIONSHIP OF THE PARTIES

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

8.09 COMPLIANCE WITH OTHER LAWS

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

8.10 NOTICES

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

GLO

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

Subrecipient

City of Brenham
PO Box 1059
Brenham, Texas 77834
Attention: Milton Tate Jr.

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 sent in accordance with this section.

8.11 GOVERNING LAW AND VENUE

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

8.12 SEVERABILITY

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

8.13 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.14 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated "confidential" (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.15 PUBLIC RECORDS

The GLO shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

8.16 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make

other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall issue a closeout letter pursuant to **Section 2.03**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

Pursuant to **Section 2.03** hereof, a final **Grant Completion Report** for all Activities performed under this Contract shall be submitted to the GLO for review and approval prior to expiration of the Contract and shall include all such informal Revisions approved by the GLO over the life of the Contract.

8.17 ENTIRE CONTRACT AND MODIFICATIONS

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

8.18 PROPER AUTHORITY

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

8.19 COUNTERPARTS

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

8.20 SURVIVAL

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 2.05, 3.02, 3.04, 3.05, 8.02, 8.03, 8.07, 8.08, 8.09, 8.10, 8.11, 8.13, 8.14, 8.15, and 8.16** of this Contract and any

other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.21 CONTRACT CLOSEOUT

Upon completion of all Activities required for the Contract, and, pursuant to **Section 2.03** hereof, Subrecipient shall prepare a final **Grant Completion Report** confirming final performance measures, budgets, and expenses. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. THE GRANT COMPLETION REPORT SHALL BE IN A FORMAT PRESCRIBED BY THE GLO AND SHALL CONFIRM ELIGIBILITY AND COMPLETION OF ALL ACTIVITIES PERFORMED UNDER THIS CONTRACT. FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION OR TERMINATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING UNREQUESTED FUNDS.

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.22 INDIRECT COST RATES

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

8.23 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

8.24 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; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is 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 must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.25 ENVIRONMENTAL CLEARANCE REQUIREMENTS

- (a) Subrecipient is the responsible entity, as “responsible entity” is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record (“ERR”) for each Activity or the Project, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.
- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.
- (d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

8.26 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:
 - (i) The amount of CDBG-MIT funds expected to be made available;
 - (ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;

- (iii) The estimated amount of the CDBG-MIT funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and
 - (iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-MIT Activities or projects are likely to result in displacement.
- (b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
 - (c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.
 - (d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.27 SIGNAGE REQUIREMENTS

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

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

All signage required under this section shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas to provide for the restoration of infrastructure for communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program."

8.28 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
 - (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;

- (ii) in a way that meets the Contract's performance requirements; or
- (iii) at a reasonable price.

To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- (b) As appropriate and to the extent consistent with law, Subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- (c) For purposes of section (b) above:
 - (i) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
 - (ii) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

8.29 EQUAL OPPORTUNITY CLAUSE

Subrecipient 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 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive

consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

Subrecipient 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 Subrecipient 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.

Subrecipient agrees that it will assist and cooperate actively with the GLO 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 GLO and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient 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, as defined in 41 C.F.R. § 60-1.3, 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, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

8.30 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix (CDBG)**, incorporated herein for all purposes as **Attachment G**.

8.31 STATEMENTS OR ENTRIES

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

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

contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 22-085-049-D302
INFRASTRUCTURE SUBRECIPIENT CONTRACT AGREEMENT
CDBG-MIT – HURRICANE HARVEY STATE MID COMPETITION ROUND 1

GENERAL LAND OFFICE

CITY OF BRENHAM

Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

By: Milton Tate
Title: _____

Date of execution: _____

Date of execution: _____

OGC  _____

PM  _____

SDD  _____

DGC  _____

GC  _____

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B** Federal Assurances and Certifications
- ATTACHMENT C** General Affirmations
- ATTACHMENT D** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E** Special Conditions
- ATTACHMENT F** Monthly Activity Status Report
- ATTACHMENT G** GLO Information Security Appendix (CDBG)
- ATTACHMENT H** Public Law 113-2 Contract Reporting Template

ATTACHMENTS FOLLOW

**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		

Hogg Branch Creek from Jackson Street to Day Street Streambank Improvement	At South Jackson Street eastward along Hogg Branch Creek, crossing Key Street, continuing eastward to South Day Street 30.157056, -96.400313	1,050 LF		
Hogg Branch Creek Crossing at Pecan Street Culvert	Pecan Street at Hogg Branch Creek, extending outward 40' from either side of Pecan Street 30.162510, -96.391740	One (1) Public Facility	1701.00 1702.01 1703.00 1704.00	1,2 1,2,3 1 1,2,3
Tom Dee Street Storm Sewer Line	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	360 LF		
Spinn Street Channel	Between Spinn Street and South Day Street 30.148663, -96.396887	One (1) Public Facility		
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.				

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	\$50,017.00¹	\$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		Engineering Funds	Special Environ- mental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
Project Phase Actions and Deliverables:	Grant Administration Funds	Environ- mental Funds					
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 Phase Actions and Deliverables:	Project Delivery		Engineering Funds		Special Environ- mental Funds	Acquisition Funds		Construction Funds	Planning/ Studies (not related to engineering design)
	Grant Administration Funds	Environ- mental Funds							
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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ASSURANCES - CONSTRUCTION PROGRAMSOMB Approval No. 4040-0009
Expiration Date: 02/28/2022

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

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

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

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, 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 awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other non-discrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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

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

THIS FORM MUST BE EXECUTED

**CERTIFICATION REGARDING LOBBYING
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 871***Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

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

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

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

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

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

Statement for Loan Guarantees and Loan Insurance:

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

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

NAME OF APPLICANT
City of Brenham

AWARD NUMBER AND/OR PROJECT NAME
22-085-049-D302

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE
Milton Tate

SIGNATURE

DATE

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

Disclosure of Lobbying ActivitiesComplete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)OMB Number: 4040-0013
Expiration Date: 02/28/2022

1. *Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. *Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award	3. *Report Type: a. initial filing _____ b. material change
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Name: _____ Street 1: _____ Street 2: _____ City: _____ State: _____ Zip: _____ Congressional District, if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

GENERAL AFFIRMATIONS

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

* 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.

GLO Community Development and Revitalization
Monthly Activity Status Report

Subrecipient must provide monthly Activity status reporting for all sites identified in the Performance Statement (**Attachment A**) and relevant to the milestones therein. The Monthly Activity Status Report is due the fifth day of the month following the reporting period for the duration of the Contract. Submit the report using the Texas Integrated Grant Reporting system upload for Monthly Activity Status Reporting.

Subrecipient:

Contract Number:

Preparer Name:

Contact Information:

Reporting Period (Month/ Year):

Project Title:

Project Milestone Phase	Att. A Budget Gates/Milestones		TIGR Milestone (Pending or Complete)	On Schedule? (If no, describe improvement plan below.)
	Budget Category	Budget Allowance		
Start-Up Documentation	PD-GA Funds	0-15%		
Engineering NTP	Eng Funds	0-30%		
Environmental NTP	PD-GA Funds	15.01-30%		
	PD-Env Funds	0-30%		
Engineering Design	Eng Funds	30.01-60%		
Completion of Special Env Svcs	PD-Special Env Funds	100%		
Authority to Use Grant Funds	PD-GA Funds	30.01-50%		
	PD-Env Funds	30.01-100%		
Acquisition (if applicable)	Acq Funds	100%		
Bid Advertisement	PD-GA Funds	50.01-60%		
	Eng Funds	60.01-70%		
Contract Award and Construction	PD-GA Funds	60.01-85%		
	Eng Funds	70.01-85%		
	Construction Funds	0-95%		
Construction Activity Completion	PD-GA Funds	85.01-95%		
	Eng Funds	85.01-100%		
	Construction Funds	95.01-100%		
Planning NTP	Planning Funds	0-95%		
Planning Completion	Planning Funds	95.01-100%		
Contract Closeout	PD-GA Funds	95.01-100%		

Project Status Concerns (provide notes or information relevant to the overall contract.):

Budget Status:	Total Budget	Total Expended	Balance	% Expended (Total Expended/Total Budget)
PD-GA Funds				
PD-Env Funds				
PD-Special Env Funds				
Eng Funds				
Acq Funds				
Construction Funds				
Planning Funds				
Totals:				

GLO Information Security Appendix (CDBG)

1. Definitions

“[Breach of Security](#)” means any unauthorized access of computerized data that compromises the security, confidentiality, or integrity of GLO Data that is in the possession and/or control of Subrecipient (or any entity with which Subrecipient shares GLO Data as authorized herein) including data that is encrypted if the person accessing the data has the key required to decrypt the data, or a loss of control, compromise, unauthorized disclosure or access, failure to physically secure GLO Data or when unauthorized users access PII or SPI for an unauthorized purposes. The term encompasses both suspected and confirmed incidents involving GLO Data which raise a reasonable risk of harm to the GLO or an individual. A Breach of Security occurs regardless of whether caused by a negligent or intentional act or omission on part of Subrecipient and/or aforementioned entities.

“[GLO Data](#)” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO, for the purpose of providing disaster assistance to an individual, that Subrecipient obtains, accesses (via records, systems, or otherwise), receives (from the GLO or on behalf of the GLO), or uses in the performance of the Contract or any documents related thereto. GLO Data does not include other information that is lawfully made available to Subrecipient through other sources.

“[Personal Identifying Information](#)” or “[PII](#)” means information that alone, or in conjunction with other information, identifies an individual as defined at Tex. Bus. & Com Code Section 521.002(a)(1).

“[Sensitive Personal Information](#)” or “[SPI](#)” means the personal information identifying an individual as defined at Tex. Bus. & Com. Code Section 521.002(a)(2).

All defined terms found in the Contract shall have the same force and effect, regardless of capitalization.

2. Security and Privacy Compliance

- 2.1. Subrecipient shall keep all GLO Data received under the Contract and any documents related thereto strictly confidential.
- 2.2. Subrecipient shall comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations.
- 2.3. Subrecipient shall implement administrative, physical, and technical safeguards to protect GLO Data that are no less rigorous than accepted industry practices including, without limitation, the guidelines in the National Institute of Standards and Technology (“NIST”) Cybersecurity Framework Version 1.1. All such safeguards shall comply with applicable data protection and privacy laws.
- 2.4. Subrecipient will legally bind any contractor(s)/subcontractor(s) to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto. Subrecipient shall ensure that the requirements stated herein are imposed on any contractor/subcontractor of Subrecipient’s subcontractor(s).

- 2.5. With the exception of contractors and subcontractors as they are addressed in Section 2.4, Subrecipient will not share GLO Data with any third parties, except as necessary for Subrecipient's performance under the Contract and upon the express written consent of the GLO's Information Security Officer or his/her authorized designee.
- 2.6. Subrecipient will ensure that initial privacy and security training, and annual training, thereafter, is completed by its employees or contractor/subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle PII and/or SPI on behalf of the GLO. Subrecipient shall maintain and, upon request, provide documentation of training completion.
- 2.7 Any GLO Data maintained or stored by Subrecipient or any contractor/subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.
- 2.8 Subrecipient shall require that all individuals allowed to access GLO Data pursuant to this Contract sign a confidentiality and non-disclosure agreement ("NDA") before being given access to GLO Data. At a minimum, the NDA shall inform all individuals of the confidential nature of the GLO Data, the security and non-disclosure requirements of this Contract, and the potential criminal penalties and civil remedies specified in federal and state laws that may result from the unauthorized disclosure of GLO Data. The NDA shall require all individuals to acknowledge that the GLO or the United States government, including the U.S. Department of Housing and Urban Development, will seek any remedy available, including all administrative, disciplinary, civil, or criminal action(s) or penalties, as appropriate, for any unauthorized disclosure of GLO Data. Subrecipient shall provide the GLO copies of any and all NDAs upon request or demand by the GLO.
- 2.9 Subrecipient shall only use GLO Data for the purposes of administering the Project(s).

3. Data Ownership

- 3.1. The GLO shall retain full ownership of all GLO Data, which includes PII and/or SPI, disclosed to Subrecipient or to which Subrecipient otherwise gains access by operation of the Contract or any agreement related thereto.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter securely return such GLO Data to the GLO, or, at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and certify to the GLO that such tasks have been completed. Subrecipient shall provide certification of such destruction of GLO Data. If such return is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.

4. Data Mining

- 4.1. Subrecipient shall not use GLO Data for unrelated commercial purposes, advertising or advertising-related services, or for any other purpose not explicitly authorized by the GLO in this Contract.
- 4.2. Subrecipient shall take all reasonable physical, technical, administrative, and procedural measures to ensure that no unauthorized use or access of GLO Data occurs.

5. Breach of Security

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO as soon as possible, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall, at the discretion of the GLO, notify affected individuals of such Breach and provide affected individuals complimentary access to one (1) year of credit monitoring services.

6. Right to Audit

- 6.1 Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises,

documentation, infrastructure and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, and PCI Compliance Report. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.

- 6.2 At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.

P.L. 113-2 Contract Reporting Template

Grantees are to use this template to summarize all procured contracts, including those procured by the grantee, recipients, or subrecipients. For the purposes of this requirement, recipients and subrecipients are defined as any entity receiving funds directly from the grantee. Definitions of each field can be found below. Grantees are to update and upload this template to their website and to DRGR using the Lead Agency's Administration activity each quarter as part of their QPR submissions by selecting the "add additional documents" link in page 1 of the edit activity screen. Please note the specific activity title and number where the template has been uploaded within the QPR's Overall Progress narrative. Please contact your CDP representative with any questions about the requirements pertaining to this template or submit a question to <https://www.onecpd.info/get-assistance/my-question/> for DRGR technical assistance.

Data Fields:

Grantee	Enter grantee title as displayed in DRGR system.
Grant Number	Enter grant number as displayed in DRGR system.
Date Updated	Enter date template last updated.
A. Contractor Name	Enter name of Contracted Party
B. DUNS Number	Enter Data Universal Numbering System number of the Contractor. <u>Note:</u> Entering the DUNS into this template does not fulfill the requirement for grantees to enter DUNS into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 for more information on this separate requirement.
C. Procured by	Enter name of entity that procured Contract - HUD grantee (state or local government), partner agency, a subrecipient of a state or local government, or a recipient of a state government.
D. Contract Execution Date	Enter date the Contract was executed.
E. Contract End Date	Enter date the Contract will expire.
F. Total Contract Amount	Enter total amount of executed Contract.
G. Amount of CDBG-DR Funds	Enter amount of CDBG-DR funds from this grant used to fund the Contract.
H. Brief Description of Contract	Enter a brief, one sentence description of the purpose of the Contract.

To insert additional ROWS, go to HOME menu, and select INSERT from the top left.

P.L. 113-2 Contract Reporting Template

Grantee:
Grant Number:
Date Updated:

A. Contractor Name	B. DUNS Number	C. Procured By	D. Contract Execution Date	E. Contract End Date	F. Total Contract Amount	G. Amount of CDBG-DR Funds	H. Brief Description of Contract
Example: South Texas Landscaping, INC	XXX-XXX	State of Texas	6/15/2013	6/15/2014	\$3,500,000	\$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects

*See Instructions tab for additional guidance on template elements.

Certificate Of Completion

Envelope Id: EA9FD30FB70546A0AC22604FF68B3A34

Status: Sent

Subject: \$5M Contract: 22-085-049-D302 - City of Brenham (Texas GLO)

Source Envelope:

Document Pages: 86

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 5

Shirley De La Cruz

AutoNav: Enabled

1700 Congress Ave

Enveloped Stamping: Enabled

Austin, TX 78701

Time Zone: (UTC-06:00) Central Time (US & Canada)

Shirley.DeLaCruz@glo.texas.gov

IP Address: 66.90.147.153

Record Tracking

Status: Original

Holder: Shirley De La Cruz

Location: DocuSign

11/10/2021 3:05:16 PM

Shirley.DeLaCruz@glo.texas.gov

Signer Events**Signature****Timestamp**

Joanne Wright



Sent: 11/12/2021 12:21:17 PM

Joanne.Wright@glo.texas.gov

Viewed: 11/12/2021 2:00:28 PM

Attorney

Signed: 11/12/2021 2:04:34 PM

Texas General Land Office

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 165.225.34.71

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Lauren Rodriguez



Sent: 11/12/2021 2:04:42 PM

lauren.rodriguez.glo@recovery.texas.gov

Viewed: 11/15/2021 4:29:19 PM

Texas General Land Office

Signed: 11/15/2021 4:29:37 PM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 165.225.34.81

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Heather Lagrone



Sent: 11/15/2021 4:29:47 PM

heather.lagrone.glo@recovery.texas.gov

Viewed: 11/16/2021 10:39:12 AM

Sr Dep Director

Signed: 11/16/2021 10:39:34 AM

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style

Using IP Address: 107.77.222.70

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Marc Barenblat



Sent: 11/16/2021 10:39:42 AM

marc.barenblat@glo.texas.gov

Viewed: 11/16/2021 5:22:23 PM

Deputy General Counsel

Signed: 11/16/2021 5:30:38 PM

Texas General Land Office

Signature Adoption: Pre-selected Style

Security Level: Email, Account Authentication
(None)

Using IP Address: 165.225.34.69

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Milton Tate mtate@cityofbrenham.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 11/17/2021 8:49:35 AM Resent: 1/5/2022 2:12:29 PM Viewed: 1/6/2022 7:12:36 AM
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
BSO Team bsorequests@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/10/2021 3:21:23 PM
Joseph Cardona joseph.cardona@glo.texas.gov Team Lead/Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/10/2021 3:21:23 PM Resent: 11/12/2021 12:21:16 PM
Drafting Requests draftingrequests@GLO.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/10/2021 3:21:24 PM

Carbon Copy Events	Status	Timestamp
Kelly McBride kelly.mcbride@glo.texas.gov Director of CMD Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/10/2021 3:21:24 PM
chelsa Castilleja chelsa.castilleja@glo.texas.gov Contract Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/10/2021 3:21:25 PM
Jaynee Williams Jaynee.Williams@glo.texas.gov Purchaser Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/10/2021 3:21:26 PM Viewed: 11/12/2021 9:18:08 AM
Matthew Anderson matthew.anderson.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/12/2021 2:04:42 PM
Accounting Team DR.SystemAccess@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/12/2021 2:04:43 PM
Esmeralda Sanchez Esmeralda.Sanchez.glo@recovery.texas.gov Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/12/2021 2:04:43 PM
Trey Bahm Trey.Bahm.GLO@recovery.TEXAS.GOV Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/15/2021 4:29:45 PM
Colin Nickells Colin.Nickells.GLO@recovery.TEXAS.GOV Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/15/2021 4:29:45 PM

Carbon Copy Events	Status	Timestamp
Diane Hill-Smith diane.hill-smith.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/15/2021 4:29:47 PM
Benjamin Parry benjamin.parry.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/17/2021 8:49:33 AM
Commissioner George P. Bush GeorgeP@glo.texas.gov Commissioner, General Land Office Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 11/17/2021 8:49:33 AM
Shundrayl Allen shundrayl.allen@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Martin Rivera Jr martin.rivera.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Ryne Zmolik ryne.zmolik.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Denise Hall denise.hall.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:		

Carbon Copy Events	Status	Timestamp
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Michelle Esper-Martin

michelle.espermartin.glo@recovery.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Tanya Masike

tanya.masike.glo@recovery.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Jeana Bores

jeana.bores.glo@recovery.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Caley Carmichael

caley.carmichael.glo@recovery.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Suzanne Nelson

suzanne.nelson.glo@recovery.texas.gov

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

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Notary Events	Signature	Timestamp
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Payment Events	Status	Timestamps
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Regular City Council **AGENDA ITEM 8.**

Agenda Item: Discuss and Possibly Act Upon the Appointment of an Airport Liaison for the Brenham Municipal Airport and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 20, 2022

Department: Development Services

Staff Contact: Stephanie Doland

SUMMARY STATEMENT:

In the final months of 2021 City Staff met weekly with the Boards and Committees Sub-Committee of City Council (Councilmembers Canales, Cook and Saunders) to review the City's policy and procedures related to the City's eleven (11) advisory boards/committees. The Council Sub-Committee reviewed each section of the

Board member policy and the City Council unanimously approved the new policy during the December 16, 2021 meeting. Additionally, the Sub-Committee recommendation to dissolve the Airport Advisory Board was upheld by Council. In place of the Airport Advisory Board, staff proposes a single Airport Liaison appointed by Council and ad-hoc committees formed as needed. Please find the attached proposed Airport Advisory Organization.

In November 2021 City Staff contacted Airport stakeholders and requested applications for the Airport Liaison role. A total of eight applications were received and on December 22, 2021 three applicants were interviewed by a panel consisting of Councilmembers Canales, Cook and Saunders, City Manager Carolyn Miller, J. Shane Howard of Burditt Consulting and Stephanie Doland Director of Development Services. The interview panel recommends Joseph Randy Hodge as the Airport Liaison for the term beginning January 2022 and ending December 2024. Please find Mr. Hodge's cover letter to his application for Airport Liaison attached for review.

Those interested in serving as the Airport Liaison who were not selected will be considered to serve on the two ad-hoc committees (Business Committee and Facility Committee) as well as on the Planning Advisory Committee to the upcoming Airport Master Plan project.

ATTACHMENTS:

- (1) Airport Advisory Organization
- (2) Randy Hodge Cover Letter

RECOMMENDED ACTION:

Approve the appointment of Joseph Randy Hodge as the Airport Liaison for the Brenham Municipal Airport and authorize the Mayor to execute any necessary documentation.

AIRPORT ADVISORY ORGANIZATION

AIRPORT LIAISON

- Serves two (2) year term
- Council appointed
- Aviator or Airport Tenant
- Aviation Knowledge (Aviation “Adjacent” if not a pilot)
- Businessowner or Management Experience
- Has best interest of Airport and City in mind
- Promotes positive relationship between General Aviation, Corporate Aviation, FBO, Public and City of Brenham.
- Serves as sounding board between Airport stakeholders and City.
- Advocates for key resources needing additional attention or improvements through City or grant funding (ie. on-field maintenance, AWOS outage, expanded ramp space).
- Alongside City Staff, considers Aeronautical Business Application and Permit to provide recommendations to the New Business Committee and City Council.
- Reports violations to City of Airport Minimum standards, Federal Aviation Administration (FAA) standards and all applicable laws and regulations.
- Serves as Committee Chair for Ad-Hoc Working Groups.
- Promotes recommendations of Ad-Hoc Working Groups to City Council for final approval.

AD-HOC WORKING GROUPS

Business Committee

- Chair, Airport Liaison
- 2 Additional Committee members
- Assists the City Council and City of Brenham by providing recommendations on projects involving Commercial Operations (ie. FBO/ SASO), hangar construction, and ground space leases.

Facility Committee

- Chair, Airport Liaison
- 2 Additional Committee members
- Assists the City Council and City of Brenham by providing recommendations on airport maintenance and improvement projects including grant funded Capital Improvement Projects, annual RAMP eligible expenses, and Airport Master Planning documents.

Committee meetings will be held on an as-needed basis with at least two meetings annually.

COMMITTEE APPOINTMENTS

To be selected by the Airport Liaison and City Staff.

Kim Hodde

From: Randy Hodge [REDACTED]
Sent: Tuesday, November 16, 2021 12:11 PM
To: Kim Hodde
Cc: Stephanie Doland; Monique Breaux
Subject: Re: Airport Liaison
Attachments: 2021 Airport Liaison Appointment Form(1).pdf

To the Airport Liaison selection committee,

Thank you for considering my application, my wife, Erin, and I have been married for 35 years and have 4 grown children. We made Brenham our home in the spring of 2016 and love the area and community. I became a tenant at the Brenham Airport in the Fall of 2017 when I purchased my current airplane.

I have been a member of the general aviation community since my first flight in 1976 owning and/or operating a wide range of single and multi engine aircraft including WWII Warbirds, and corporate turbine aircraft. In addition I have over 15,000 hours in global airline operations.

Professionally I received an MBA in Finance & Accounting from TCU and spent approximately 12 years in Airline Management, including the CFO of a start up Regional Airline; which involved working with the FAA, and local communities in establishing Air Carrier service. Finally, I have spent 8 years as the Secretary/Treasurer of a major pilot labor union. This was a non-voting elected position with the role of guiding the governing body to operate within our stated policies and processes, while maintaining transparency to our electorate. To be successful, I had to remain objective and open to diverse interest, to help build consensus where I could and to highlight proposals which were contrary to the established goals of our membership.

I am an objective thinker with the ability to remain focused on the task at hand, not being distracted by, drawn into or persuaded by special interest. In this role, I have the aviation experience and background to be a valuable resource to the City Council and City Staff.

The Brenham Airport is a great resource for the City and County, as a tenant it is clear to me the city council and city staff has made the necessary investments to delivered to the traveling public a safe point of entry to our community. This position is of interest to me, because it is an opportunity for involvement, and taps my skills and experiences.



Regular City Council
AGENDA ITEM 9.

Agenda Item: Discuss and Possibly Act Upon the Appointment of a Board Member to Serve as Chairman of the Tax Increment Reinvestment Zone No. 1 Board of Directors for a Period of One Year Beginning January 1, 2022 and Authorize the Mayor to Execute Any Necessary Documentation

Meeting Type: Regular Meeting-January 20, 2022

Department: Administration

Staff Contact: Carolyn Miller

SUMMARY STATEMENT:

Tax Increment Reinvestment Zone (TIRZ) No. 1 was created in December 2018. When the Zone was created, Ordinance No. O-18-019 also created a TIRZ Board consisting of nine members. The nine members of the TIRZ Board are the Mayor and all City Councilmembers, along with citizen members Gary Crocker (BCDC) and Tom Whitehead (Main Street Board). Mayor Tate has served as the Chairman for 2019 and 2020.

As outlined by the Texas Tax Code, the City Council must appoint a Chairman of the TIRZ Board every year to serve for a period of one year. This agenda item is to appoint a Chairman for the TIRZ Board to serve for calendar year 2022. The Council can appoint any member of the TIRZ Board to serve as Chairman.

ATTACHMENTS:

None

RECOMMENDED ACTION:

Approve the appointment of a Board Member to serve at Chairman of the Tax Increment Reinvestment Zone No. 1 Board of Directors for a period of one year beginning January 1, 2022 and authorize the Mayor to execute any necessary documentation.



Regular City Council
AGENDA ITEM 11.

Agenda Item: Section 551.071 Texas Government Code - Consultation with Attorney - Consultation with City Attorney Regarding City of Brenham v. WTG Gas Marketing, Inc.; Cause No. 37573; 335th Judicial District Court, Washington County, Texas

Meeting Type: Regular Meeting-January 20, 2022

Department: Administration

Staff Contact: Cary Bovey, City Attorney

SUMMARY STATEMENT:

To be discussed in Executive Session.

ATTACHMENTS:

None

RECOMMENDED ACTION:

No action.