

**CITY OF INGLESIDE
REGULAR CITY COUNCIL MEETING
AGENDA
JULY 8, 2025
6:30 PM**

Notice is hereby given that the Ingleside City Council will hold a Regular City Council Meeting on July 8, 2025, at 6:30 PM. The Meeting will be held in person at City Hall, 2671 San Angelo Street, Ingleside, Texas. Members of the public can view the meeting via live stream at <https://inglesidetx.gov/>.

With respect to any subject matter set forth below, the City Council may take action, unless otherwise expressly indicated with respect to any particular subject matter.

Opening Agenda

1. Call Meeting to Order.
2. Roll Call.
3. Invocation.
4. Pledge of Allegiance.
5. Citizen Comments and Reports.
Persons wishing to address the Council and who have registered using the Citizen Participation Form will have up to three minutes to speak. In accordance with the Open Meetings Act, Council may not discuss or take action on any item that has not been posted on the agenda. While civil public criticism is not prohibited; disorderly conduct or disturbance of the peace as prohibited by law shall be cause for the chair to terminate the offender's time to speak.
6. Staff Comments and Reports.
The Council may discuss any subject which is specifically listed under this item.
 - a. Council Comments and Reports.
 - b. Announcements of Community Interest and/or upcoming events.
 - c. Report on H.B. 1522 (Gerdes/Kolkhorst) – Open Meetings Notice
 - d. Report on the West Main parking lot serving the Humble Station Community and Youth Center.
 - e. Report on the reconstruction of approximately 165 feet on Gallion Street adjacent to State Highway 1069.
 - f. Report on the City of Ingleside Garden Center Building remodel project.

Presentations

7. Introduction and presentation from the City's Investment Advisors, Hilltop Securities.

Consent Agenda

All consent agenda items listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of the items unless a Council Member so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

8. Deliberate and take appropriate action on the Regular Meeting Minutes of June 24, 2025.

Public Hearing

The City Council shall call a public hearing on each item below in this section. Any person wishing to address the City Council on these items should please come forward when that public hearing is called.

Regular Agenda

9. Deliberate and take appropriate action on a Resolution on the appointment of a representative of the City Council to the Street Advisory Group.
10. Deliberate and take appropriate action on purchasing five (5) vehicles for Parks and Recreation, Recycling, Streets and Drainage, Water, and Wastewater Departments to be purchased through the BuyBoard Purchasing Cooperative.
11. Deliberate and take appropriate action on the City of Ingleside Street Advisory Groups' recommendation for Seal Coat maintenance on various city streets.
12. Deliberate and take appropriate action on an Ordinance amending the Fiscal Year 2024-2025 budget for the City of Ingleside, Texas, for the use of City Manager Discretionary funds for the cost of enhancing the audio-visual system for meetings held in the City Council Chambers.
13. Deliberate and take appropriate action on an Ordinance amending the Fiscal Year 2024-2025 budget for the City of Ingleside, Texas, of reclassification of the Municipal Court Clerk positions to Deputy Clerk positions from the Municipal Court budget in the General Fund.
14. Deliberate and take appropriate action to authorize the City Manager to execute a letter on behalf of the City of Ingleside concerning a financial hardship request related to Contract #20-065-086-C247 (Houghton Drainage Project), requesting relief from excess local match fund obligations.

Executive Session

Closing Agenda

15. Items to consider for placement on future agendas.
16. Adjourn.

Special Accommodations

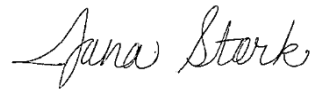
This facility is wheelchair accessible and there are special parking spaces near the main entrance. Request for

accommodations or special services must be made 48 hours prior to this meeting. Please contact City Secretary's Office at (361) 776-2517 or Fax (361) 776-1027 or email citycouncilquestions@inglesidetx.gov for further information.

With respect to any subject matter listed on this agenda, the City Council may meet in Closed Executive Session, if and to the extent allowed by Chapter 551 of the Texas Government Code, including, but not limited to, any of the following sections of Chapter 551: Section 551.071 Consultations with Attorney, Section 551.072 Deliberation about Real Property, Section 551.073 Deliberation regarding Prospective Gift, Section 551.074 Personnel Matters, Section 551.087 Deliberation regarding Economic Development Negotiations, and Section 551.089 Deliberation regarding Security Devices Or Security Audits.

Certification

I, Jana Stork, certify that the above notice of this Regular Meeting of the City Council was posted on the City Hall bulletin board at 2671 San Angelo Street, Ingleside, Texas on July 03, 2025 by 4:00 p.m.



Jana Stork, City Secretary

This public notice was removed from the official posting board at the Ingleside City Hall on the following:

Date: _____

Time: _____

By: _____
City Secretary's Office
City of Ingleside, Texas

CITY COUNCIL AGENDA
Regular Meeting: July 8, 2025

AGENDA ITEM: 6.a

Council Comments and Reports.

SUBMITTED BY: Brenton Lewis, City Manager

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

City Council may discuss any subject under this item.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Information purposes only.

ATTACHMENTS:

None

CITY COUNCIL AGENDA

Regular Meeting: July 8, 2025

AGENDA ITEM: 6.b

Announcements of Community Interest and/or upcoming events.

SUBMITTED BY:

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

1. Ingleside Public Library Summer Reading Program Dates & Times, June 03, 2025 through July 11, 2025
 2. Summer Movie Series, June 07, July 11, and August 09, 2025
 3. Ingleside Public Library Crochet for Beginners, Monday's beginning June 09, 2025
 4. El Concierto Del Cuete, July 5, 2025
 5. Movie in the Pool, July 11, 2025
 6. IPD Field Day, July 16, 2025
 7. Vendors Market, July 19, 2025
 8. Summer Scavenger Hunt, July 26, 2025
 9. Teen Manhunt, July 26, 2025
 10. Smoke Showdown BBQ Cook-Off, August 29 & 30, 2025
-

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Information purposes only.

ATTACHMENTS:

1. 2025, 07-08 Community Events

INGLESIDE PUBLIC LIBRARY

Summer Reading 2025

COLOR OUR WORLD

Starting 6-3-2025

3rd-6th Grade Pre-K - 2nd Grade

Tuesday's

Wednesday's

10 a-11 a

10 a-11 a

INGLESIDE PARKS AND RECREATION PRESENTS:

Summer MOVIE SERIES at the pool

Charles H. Doherty Swimming Pool
2746 Mustang Dr.
Ingleside, TX 78362

SUMMER BASH



JUNE 7



JULY 11

BACK TO SCHOOL BASH



AUGUST 9



FREE CROCHET FOR BEGINNERS

WANT TO LEARN HOW TO CROCHET?

Come to the

Ingleside Public Library

Monday's

11:00 a.m.

Contact the Library at 361-776-5355 for information



FREE GENERAL ADMISSION

EL CONCIERTO DEL CUETE


RICKY ♠ NARANJO
Y Los Gamblers



Vidal



Conjunto Cats



Sarah
MONIQUE



BINO G
LIVE IN THE MIX

LIVE MUSIC | CRAFT & FOOD VENDORS

SATURDAY JULY 5TH AT N.O. SIMMONS PARK

**GATES OPEN AT 4PM
INGLESIDE, TX**

FREE GENERAL ADMISSION **\$40** VIP TICKETS

VIP INCLUDES: STAGE FRONT SEATING, PRIVATE RESTROOMS, PRIVATE WAITRESS, MEET AND GREET, AND VIP BADGE
(NO OUTSIDE FOOD OR DRINKS ALLOWED)

BUY TICKETS: QMP.EVENTMANIA.COM • MORE INFO: 979.665.1923

MOVIE IN THE POOL

Lilo & Stitch
DOORS OPEN AT 8:30PM
July 11, 2025

City Of Ingleside



CHARLES H. DOHERTY SWIMMING POOL



IPD FIELD DAY



@N.O. SIMMONS PARK



> BASKETBALL
> TUG-OF-WAR
> SOCCER



> WATER GAMES
> CORNHOLE
> DODGE BALL



WEDNESDAY, JULY 16, 9AM-1PM





INGLESIDE PARKS AND RECREATION
VENDORS MARKET
SATURDAY, JULY 19TH | 11A-2P



N.O. SIMMONS PARK
BASKETBALL PAVILLION



Ingleside Parks and Recreation

2025 **SUMMER** *Scavenger Hunt*

★ **LIVE OAK PARK** ★

JULY 26 | SATURDAY
12:00PM - 2:00PM

1874 PORT AVE., INGLESIDE, TX
78362

MORE INFO.

✕ **361-776-3438 EXT. 3106**

INGLESIDE PARKS AND RECREATION

TEEN MANHUNT

**26
JULY**



8:00pm - 10:00pm

Ages 12-15 yrs.

Bring plenty of water

Tennis Shoes & Dark attire to stay hidden

Meet at the picnic table by restroom

1874 PORT AVE., INGLESIDE TX

Ingleside Chamber of Commerce Presents

SMOKE SHOWDOWN

BARBECUE COOK-OFF

AUGUST 29TH & 30TH

1944 PARKVIEW PLACE - LIVE OAK PARK INGLESIDE, TX 78362

GUARANTEED 80%

PAYOUT

CHICKEN RIBS BRISKET PORK

Friday Jackpots

\$25 Cook's Choice - Turn in 8pm

\$25 Margaritas - Turn in 7pm

Saturday Jackpot

\$25 Beans - Turn in 11am

CHICKEN - NOON

RIBS - 1PM

PORK BUTT - 2PM

BRISKET - 3PM

PART OF THE
PROCEEDS
WILL GO TO OUR
LOCAL FOOD BANK

TEAM ENTRY FEE

\$250

4 MEATS

COOKS MEETING AT 6PM ON FRIDAY AUGUST 29TH

SCAN QR CODE TO
REGISTER



CHAMPIONS
BARBECUE ALLIANCE

FOR MORE INFO

CALL OR TEXT 832-597-5902

INGLESIDE
CHAMBER OF COMMERCE
AND VISITORS CENTER

CITY COUNCIL AGENDA

Regular Meeting: July 8, 2025

AGENDA ITEM: 6.c

Report on H.B. 1522 (Gerdes/Kolkhorst) – Open Meetings Notice

SUBMITTED BY: Brenton Lewis, City Manager

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

During the 89th Legislature HB 1522 was introduced by House Representatives Gerdes and Kolkhorst, affecting the current Open Meetings Notice. The current requirement for posting an Open Meeting Notice is 72 hours prior to the meeting. In the case of the Ingleside City Council meeting scheduled for a Tuesday meeting, the notice of meeting is required to be posted no later than 6:29 pm the Saturday prior to the meeting. As Council is aware, staff in most cases, post the notice on the Friday prior to the meeting.

HB 1522, among other things, provides that, with the exception of a notice of an emergency meeting: (1) the notice of a meeting of a governmental body must be posted in a place readily accessible to the general public at all times for at least three business days before the scheduled date of the meeting; and (2) the notice of the meeting required under (1), above, at which a governmental body will discuss or adopt a budget for the governmental body must include: (a) a physical copy of the proposed budget unless the governmental body has made the proposed budget clearly accessible on the home page of the governmental body's Internet website; and (b) a taxpayer impact statement showing, for the median-valued homestead property, a comparison of the property tax bill in dollars pertaining to the property for the current fiscal year to an estimate of the property tax bill in dollars for the same property for the upcoming fiscal year if the proposed budget is adopted and a balanced budget funded at the no-new-revenue tax rate is adopted. The law has been signed by the Governor and takes effect on September 1, 2025.

The effect on the City Council, the Boards and Commissions of the City, and the Ingleside Development Corporation (IDC) is as follows:

The City Council meeting is scheduled for Tuesday. The notice of the meeting will have to be posted no later than the Wednesday prior to the meeting.

The Planning and Zoning Commission meeting is scheduled for Monday. The notice of the meeting will have to be posted no later than the Tuesday prior to the meeting.

The Library Board meeting is scheduled for 3rd Wednesday of each month. The notice of the meeting will have to be posted no later than the Thursday prior to the meeting.

The IDC meeting is scheduled for Tuesday. The notice of the meeting will have to be posted no later than the Wednesday prior to the meeting.

If a holiday occurs between the meeting date and the regular posting date, the posting date will need to be adjusted accordingly. An example would be, if the law was in effect now, the City Council meeting for July 8th would need to be posted on July 1st, instead of July 2nd, due to the July 4th holiday.

In addition, the City Code of Ordinances, Division 2 Sec 2-37 Agenda (g) Posting; deadline will need to be amended since the current code states: the agenda for each regular meeting must be posted at least 72 hours prior to the stated time for the meeting. In order to properly prepare the agenda, the deadline for items to be submitted for inclusion on the agenda will be 12:00 noon, local time, on Thursday, prior to the Tuesday of the regular meeting date of the council.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Information only and amending action will be presented at a later date.

ATTACHMENTS:

None

CITY COUNCIL AGENDA

Regular Meeting: July 8, 2025

AGENDA ITEM: 6.d

Report on the West Main parking lot serving the Humble Station Community and Youth Center.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

City Council directed staff to initiate the West Main parking lot project. Lynn Engineering was the engineering firm selected to design, bid, and administer this project. The parking lot was designed and the Request for Proposal (RFP) has been advertised in the local newspaper and on CivCast on June 18th, 2025, and June 25th, 2025. A Pre-Bid meeting was held on July 1st, 2025, at City Hall Annex. The bid opening will be on July 16th, 2025; the successful bidder will be presented to the City Council at the July 22nd, 2025, meeting for award. A schedule has been included for the advertisements and public opening. The parking lot has been designed with a total of five (5) light poles with light fixtures.

FISCAL ANALYSIS:

This project is funded by Fun 30, General Fund, which has a current budget for this project of \$400,000.00.

RECOMMENDATION:

N/A. Informational purposes only.

ATTACHMENTS:

1. Gallion St and West Main parking lot schedule

- Advertisements went live on CivCast on 06/18/2025.
- Ads were submitted on both projects on 06/18/2025.
- The Pre-bid meeting was held on 07/01/2025.
- The bid opening will be held on 07/16/2025, this leaves sometime between the pre-bid meeting and the bid opening to address any questions or items that come up during the meeting and post them on CivCast.
- City Council will be asked to award the job on 07/22/2025 and give notice of award that week.
- Staff will schedule a kickoff meeting after that at the contractor's earliest convenience.

CITY COUNCIL AGENDA

Regular Meeting: July 8, 2025

AGENDA ITEM: 6.e

Report on the reconstruction of approximately 165 feet on Gallion Street adjacent to State Highway 1069.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

City Council directed staff to initiate the Gallion Street reconstruction of approximately 165ft. Lynn Engineering was the engineering firm selected to design, bid, and administer this project. The street reconstruction is necessary for the additional traffic that will be generated once Starbucks opens for business. The project calls for the street to be reconstructed from HWY 1069 to just past the driveway entrance to Starbucks. The request for Proposal (RFP) has been advertised in the local newspaper and on CivCast on June 18th, 2025, and June 25th, 2025. A Pre-Bid meeting was held on July 1st, 2025, at City Hall Annex. The bid opening will be on July 16th, 2025; the successful bidder will be presented to the City Council at the July 22nd, 2025, meeting for award. A schedule has been included for the advertisements and public opening.

FISCAL ANALYSIS:

This project was submitted to City Council for approval to use IDC funds.

RECOMMENDATION:

Informational purposes only.

ATTACHMENTS:

1. Gallion St and West Main parking lot schedule

- Advertisements went live on CivCast on 06/18/2025.
- Ads were submitted on both projects on 06/18/2025.
- The Pre-bid meeting was held on 07/01/2025.
- The bid opening will be held on 07/16/2025, this leaves sometime between the pre-bid meeting and the bid opening to address any questions or items that come up during the meeting and post them on CivCast.
- City Council will be asked to award the job on 07/22/2025 and give notice of award that week.
- Staff will schedule a kickoff meeting after that at the contractor's earliest convenience.

CITY COUNCIL AGENDA

Regular Meeting: July 8, 2025

AGENDA ITEM: 6.f

Report on the City of Ingleside Garden Center Building remodel project.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The City Council awarded Pro-Touch Inc. the remodeling project on the Garden Center building complete with Windstorm certification in December 2024. The contractor is currently on schedule to complete the remodel by early July 2025. The outside of the building has been completed, and the interior is mostly completed except for the restroom partitions, the kitchen counters, and the flooring throughout the building. The electrical has been completed along with the A/C. Staff are currently getting quotes for appliances, tables, and chairs. A grand opening for the Garden Center is projected to be in mid-late August.

FISCAL ANALYSIS:

The contract was awarded in the amount of \$333,359.50. The budgeted amount for this project was \$500,000.00 Fund 30-General Fund.

RECOMMENDATION:

N/A. Informational purposes only.

ATTACHMENTS:

1. Garden Center Flooring
2. Garden Center Floor Tiles
3. Garden Center Cabinets
4. Garden Center Lighting
5. Garden Center Shutters



**Garden Center flooring
being installed**

or roofing

Garden Center Floor Tiles



**Garden Center
Kitchen**





Garden Center Shutters

CITY COUNCIL AGENDA

Regular Meeting: July 8, 2025

AGENDA ITEM: 7

Introduction and presentation from the City's Investment Advisors, Hilltop Securities.

SUBMITTED BY: Luis Rios, Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

On October 17, 2024, the City of Ingleside issued a Request for Qualifications (RFQ) for Investment Advisory Services. This decision followed over a decade of service from Patterson & Associates, also known as Meeder Investments, and was part of a broader initiative to periodically review and evaluate all City contracts to ensure the best value and service for our community.

After a thorough evaluation process, on December 10, 2024, the City Council approved awarding the Investment Advisory Services contract to Hilltop Securities Asset Management. The agreement is for a three-year term, with the option to extend for an additional two years.

Since the contract award, Hilltop has actively collaborated with City staff on several investment initiatives. Their team is now looking forward to formally introducing themselves and sharing their strategic vision for supporting the City's financial goals moving forward.

FISCAL ANALYSIS:

None.

RECOMMENDATION:

Introduction and Presentation.

ATTACHMENTS:

1. HILLTOP SECURITIES TEAM

HSAM TEAM

Greg Warner, CTP

Managing Director and Sr. Portfolio Manager

- Responsibilities include analyzing portfolios, evaluating securities, reviewing investment policies and fund strategies and monitoring broker-dealer relationships.
- Oversees account documentation and supervises the client reporting
- Frequent presenter on investment topics at industry conferences



Matt Harris, CFA

Sr. Vice President and Sr. Portfolio Manager

- Responsibilities include analyzing portfolios, evaluating securities, reviewing investment policies and fund strategies and monitoring broker-dealer relationships.
- Works closely with clients to create and implement appropriate investment strategies



Alexis Correa

Portfolio Manager

- Responsibilities include development of investment analysis and economic models, due diligence and credit analysis on municipal and corporate issuers, analyzing portfolios, trade execution, trade documentation, and other special projects



HSAM'S ADVISORY TEAM

Investment Advisory Team		
		
Senior Managers		
Scott McIntyre, CFA <i>Managing Director</i>	Greg Warner, CTP <i>Managing Director</i>	Matt Harris, CFA <i>Sr. Vice President</i>
Portfolio Management and Reporting		
Andrea Cash <i>Sr. Portfolio Manager</i>	Dan Grant <i>Sr. Portfolio Manager</i>	
Matthew Gomez <i>Portfolio Manager</i>	Alexis Correa <i>Portfolio Manager</i>	
Jodi Jones <i>Reporting Manager</i>	Rikki Ramirez - Reporting Analyst Jess Salas - Reporting Specialist	

Scott McIntyre, CFA

- 35 years local gov't experience / 27th year with Hilltop
- Texas State University graduate
- GFOA "TIM" Committee national advisor 2015-2021
- Frequent PFIA instructor
- Oversees daily operation of department
- Investment policy/strategy
- Economic and rate forecasts

Greg Warner, CTP

- 27 years local gov't experience / 27th year with Hilltop
- University of Texas graduate
- Texas Association of Counties advisor 2001-2024
- Frequent PFIA instructor
- Oversees investment process & investment reporting
- Investment strategy and market analytics

Matt Harris, CFA

- 16 years banking & portfolio management experience
- University of Texas graduate
- Developed AL model & portfolio reporting for Community Banks
- Frequent banking school instructor
- Investment strategy and market analytics

CITY COUNCIL AGENDA
Regular Meeting: July 8, 2025

AGENDA ITEM: 8

Deliberate and take appropriate action on the Regular Meeting Minutes of June 24, 2025.

SUBMITTED BY: Jana Stork, City Secretary

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

Please see the accompanying Regular City Council Meeting Minutes of June 24, 2025.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends Council approve the Minutes, as presented.

ATTACHMENTS:

1. 2025, 06-24 Regular Council Meeting Minutes_DRAFT

**CITY OF INGLESIDE
REGULAR CITY COUNCIL MEETING
MINUTES
JUNE 24, 2025**

Opening Agenda

1. Call Meeting to Order.

The Regular City Council Meeting of the City of Ingleside was called to order by Mayor Adame at 6:30 p.m. on June 24, 2025, at City Hall 2671 San Angelo Ave., Ingleside, TX and live video streaming.

2. Roll Call.

With Council Members present, at roll call, a quorum was established.

Council Members Present: Mayor Pro-Tem Long, Linda Timmerman, John Salinas, David Pruitt, James Steward, and Mayor Adame.

Council Members Absent: Julio Salinas.

3. Invocation.

Council Member Pruitt led the invocation.

4. Pledge of Allegiance.

Mayor Adame led the Pledge of Allegiance to the U.S. flag.

5. Citizen Comments and Reports.

Cherie Blanton, 1702 Indian Trail, addressed the Council about the wide spread of CBD, Delta 8 and THC; provided a handout to Council Members; and requested that Council act with urgency with the possibility of implementing penalties.

6. Staff Comments and Reports.

a. Council Comments and Reports.

Council Member John Salinas expressed gratitude towards the employees who work on fixing the streets.

City Manager Lewis informed Council Members that the Director of Economic Development/Executive Director for the Ingleside Development Corporation was out on leave, and that Director of Development Services Rodriguez would be

stepping in as interim for Economic Development and for the Ingleside Development Corporation.

b. Announcements of Community Interest and/or upcoming events.

No discussion was held on this matter.

c. City of Ingleside expenditures paid over \$3,000.00 for the period of May 2025.

No discussion was held on this matter.

d. City of Ingleside monthly financial report as of May 2025.

Discussion was held between Council Members and City Manager Lewis about the upcoming Budget Workshop taking place on Saturday, July 12, 2025.

Presentations

7. Introduction of the new Director of Finance, Luis Rios Jr.

Luis Rios Jr. addressed the Council and introduced himself as the new Director of Finance.

Consent Agenda

8. Deliberate and take appropriate action on the Regular Meeting Minutes of June 10, 2025.

Motion: Mayor Pro-Tem Long made a motion to approve the Consent Agenda as presented. Mayor Adame seconded the motion. Motion carried with all present voting in favor.

Public Hearing

No Public Hearing was presented for this meeting.

Regular Agenda

9. Deliberate and take appropriate action on a contract between the City of Ingleside and Tri-County Emergency Medical Services, Inc. for ambulance and emergency medical services for the City of Ingleside.

Discussion was held between Council Members, City Manager Lewis, and Tri-County Emergency Medical Services Executive Director Carrie De Leon about the contract increasing \$1,014, the increase happening for equipment and staffing, and working together to come up with a solution for dispatching an ambulance in Ingleside.

Motion: Council Member John Salinas made a motion to approve the contract between the City of Ingleside and Tri-County Emergency Medical Services, Inc. for ambulance and emergency medical services for the City of Ingleside. Mayor Pro-Tem Long seconded the motion. Motion carried with all present voting in favor.

10. Deliberate and take appropriate action on a request from Parks and Recreation for the Purchase of a 50-Foot Christmas Tree and Decorations from Holiday Outdoor Décor utilizing the City Council Discretionary Funds.

Discussion was held between Council Members, City Manager Lewis, and Director of Infrastructure Services Paredes about the current 40-foot tree that is being stored on a trailer and is beginning to deteriorate, the purchase being approved through BuyBoard, the regular price of the 50-foot tree being \$106,535.00 and getting it on sale for \$69,247.75 with decorations at a cost of \$15,610.00, and the total cost of purchase being \$84,857.75.

Motion: Council Member John Salinas made a motion to approve the request from Parks and Recreation for the purchase of a 50-Foot Christmas Tree and Decorations from Holiday Outdoor Décor utilizing the City Council Discretionary Funds for \$84,857.75. Council Member Pruitt seconded the motion.

11. Deliberate and take appropriate action on an Ordinance amending the Fiscal Year 2024-2025 budget for the City of Ingleside, Texas, for the use of Council Discretionary Funds for the purchase of a 50-foot Christmas Tree for “Lighting of the Tree.”

Proposed Ordinance 2025-21.

Discussion was held between Council Members, City Manager Lewis, and Assistant Director of Finance Solis about the remaining balance in the Council Discretionary Funds after the purchase of the Christmas Tree being \$115,142.25.

Motion: Mayor Adame made a motion to approve Ordinance 2025-21, an Ordinance amending the Fiscal Year 2024-2025 budget for the City of Ingleside, Texas, for the use of Council Discretionary Funds for the purchase of a 50-foot Christmas Tree for “Lighting of the Tree.” Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

12. Deliberate and take appropriate action to authorize the City Manager to approve the renewal of the Texas Health Benefits Plan for Oct. 1, 2025 through Sept. 30, 2026.

Discussion was held between the Council Members and City Manager Lewis about renewing the benefits, no increase in cost, and coverage being the same.

Motion: Council Member John Salinas made a motion to authorize the City Manager to approve the renewal of the Texas Health Benefits Plan for Oct. 1, 2025 through Sept. 30, 2026. Mayor Pro-Tem Long seconded the motion. Motion carried with all present voting in favor.

- 13. Deliberate and take appropriate action on an Ordinance amending the Fiscal Year budget for the City of Ingleside, Texas, for the General Fund for the appropriation of the donation funds for the Parks & Recreation Department received from Mustang Infinite Softball (M.I.S) for future expenses.**

Proposed Ordinance 2025-22.

Discussion was held between Council Members and City Manager Lewis about the Donation Policy the City has for donations of \$500 or more having to come before Council for acceptance.

Motion: Mayor Adame made a motion to approve Ordinance 2025-22, an Ordinance amending the Fiscal Year budget for the City of Ingleside, Texas, for the General Fund for the appropriation of the donation funds for the Parks & Recreation Department received from Mustang Infinite Softball (M.I.S) for future expenses. Council Member John Salinas seconded the motion. Motion carried with all present voting in favor.

- 14. Deliberate and take appropriate action on a Resolution of the City Council of the City of Ingleside, San Patricio County, State of Texas authorizing and designating the official signatures of the City of Ingleside for banking and depository services.**

Proposed Resolution 2025-20.

Discussion was held between Council Members and City Manager Lewis about maintaining general operations and informing the bank of who is an authorized signatory.

Motion: Mayor Pro-Tem Long made a motion to approve Resolution 2025-20, a Resolution of the City Council of the City of Ingleside, San Patricio County, State of Texas authorizing and designating the official signatures of the City of Ingleside for banking and depository services. Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

- 15. Deliberate and take appropriate action on a Resolution to enter into an Agreement to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act ("Act") and elect to be a Cooperative Member in the MoakCasey Interlocal Purchasing Cooperative in accordance with and pursuant to the Act and Section 271.101 of the Texas Government Code.**

Proposed Ordinance 2025-21.

Discussion was held between Council Members, City Manager Lewis, and MoakCasey representatives about previous project being done with the help of MoakCasey, no cost to be a member, having access to electrical engineers, drawbacks, lower rates, and working directly with GEXA Energy.

Motion: Council Member Steward made a motion to approve Resolution 2025-21, a Resolution to enter into an Agreement to participate in a local government cooperative purchasing program pursuant to the authority granted by Chapter 791 of the Texas Government Code, the Interlocal Cooperation Act (“Act”) and elect to be a Cooperative Member in the MoakCasey Interlocal Purchasing Cooperative in accordance with and pursuant to the Act and Section 271.101 of the Texas Government Code. Council Member Pruitt seconded the motion. Motion carried with all present voting in favor.

Executive Session

16. Closed Session

City Council will meet in Closed Session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:

A. Pursuant to Section 551.071 Consultations with Attorney regarding Lawsuit S-25-5321CV-C Posillico Civil, Inc. vs. City of Ingleside.

At 7:18 p.m. Mayor Adame convened the Ingleside City Council into a closed session pursuant to provision of Chapter 551 of the Texas Government Code, in accordance with the authority contained in Pursuant to Section 551.071 (Consultation with Attorney) to confer with the City’s attorney and representatives of San Patricio County Appraisal District regarding pending litigation affecting the City.

17. Open Session

City council will reconvene in Open Session at which time action on the matter(s) discussed in Closed Session may be considered.

A. Pursuant to Section 551.071 Consultations with Attorney regarding Lawsuit S-25-5321CV-C Posillico Civil, Inc. vs. City of Ingleside.

At 7:38 p.m. Mayor Adame reconvened the Ingleside City Council into an open session pursuant to provision of Chapter 551 of the Texas Government Code to take any action necessary related to the executive session noted herein, or regular agenda items, noted above, and/or related items.

Item A: No Action Taken.

Closing Agenda

18. Items to consider for placement on future agendas.

Mayor Pro-Tem Long requested the City Attorney look into what the City can do when it comes to hemp, THC, etc.

Council Member John Salinas requested staff to look into fencing for the playground at City parks.

Council Member Pruitt requested an update on the Mural to be painted on the Humble Station Community Center that Council voted on.

19. Adjourn.

Mayor Adame adjourned the regular meeting of the City of Ingleside at 7:42 p.m.

APPROVED:

Pedro Oscar Adame, Mayor

ATTEST:

Elisabeth Staton, Assistant City Secretary

CITY COUNCIL AGENDA

Regular Meeting: July 8, 2025

AGENDA ITEM: 9

Deliberate and take appropriate action on a Resolution on the appointment of a representative of the City Council to the Street Advisory Group.

SUBMITTED BY: Brenton Lewis, City Manager

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The City Council created, by Resolution No. 2022-24, a Street Advisory Group that included representing the City Council, City Staff and Citizens. The City Council appointed the six members by Resolution 2023-22, which includes the following:

City Council Representatives - Stewart Wilson and David Pruitt;

City Representatives - the City Manager and Director of Infrastructure Services;

Citizen Representatives - Christina DeRay and Marion (MariJo) Wells.

Stewart Wilson termed out as a City Council Member, therefore he cannot represent the City Council on the Advisory Group.

Staff contacted citizen MariJo Wells to establish if she wished to continue serving on the Street Advisory Group, and she said she would. Citizen Christina DeRay was also contacted and asked about her wish to continue to serve in this group, and she also said yes.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends City Council appoint a current member of the City Council to the Street Advisory Group.

ATTACHMENTS:

1. Res 2025-XX_Street Advisory Group v2

RESOLUTION NO. 2025-__

A RESOLUTION APPOINTING MEMBERS TO THE STREET ADVISORY GROUP.

WHEREAS, the City of Ingleside City Council appointed members to a Street Advisory Group by majority vote on October 27th, 2015; and

WHEREAS, the City Council has had an advisory group since October of 2015; and

WHEREAS, the City Council is desirous in continuing the Street Advisory Group; and

WHEREAS, the Street Advisory Group has had six (6) members consisting of two (2) City Council Members, two (2) staff members, and two (2) citizens; and

WHEREAS, the City Council wishes to continue the same membership representation with two (2) City Council Members, two (2) staff members being the City Manager and the Director of Infrastructure Services and two (2) citizens; and

WHEREAS, the City Council realizes other staff members may be included for support; and

WHEREAS, the Street Advisory Group shall have the authority to establish guidelines regarding frequency of meetings and attendance by committee members.

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

Section One: The Street Advisory Group shall continue to consist of six (6) members.

Section Two: The Advisory Group shall consist of the following and shall be appointed by a simple majority vote of the City Council:

Council Members:

City Council Member David Pruitt

City Council Member _____

Staff Members:

City Manager

Director of Infrastructure Services

Citizens:

Citizen (1) Christina DeRay

Citizen (2) Marion (MariJo) Wells

Section Three: The Street Advisory Group shall have the authority to establish guidelines regarding frequency of meetings and attendance by members and will serve only as an advisory group.

Section Four: The purpose of the Street Advisory Group is to review and advise the governing body on Street Repair and Maintenance to include (a) Pothole Patching, (b) Minor Repair, and (c) Major Repair.

PASSED AND APPROVED this ____ day of ____, 2025 by ____ (ayes) to ____ (nays) with ____ abstentions by a vote of the City Council of the City of Ingleside, Texas.

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: July 8, 2025

AGENDA ITEM: 10

Deliberate and take appropriate action on purchasing five (5) vehicles for Parks and Recreation, Recycling, Streets and Drainage, Water, and Wastewater Departments to be purchased through the BuyBoard Purchasing Cooperative.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Parks and Recreation Department is responsible for maintaining City parks, recreational facilities, and community events. Currently, the department is using outdated vehicles that are frequently in need of repairs, impacting service efficiency and increasing operational costs. The Recycling Department needs their own truck, they do not have one of their own. This department, along with the Parks and Recreation Department, is currently borrowing units from the Streets and Drainage Department. We have received a quote for a 2026 Chevrolet 1500 Crew Cab Truck for both of these departments. The Streets and Drainage, Water, and Wastewater Departments also have some aging vehicles that are needing more and more maintenance to keep these units on the road. Which is why we are requesting three (3) new 2026 Chevy 2500 Crew Cabs to add to those department fleets. The new 2026 Chevy 2500 for the Water Department will have a service body as well, as they need it to carry tools for water leaks. The Streets and Drainage Department is short on vehicles because of lending to other departments. Due to adding personnel to the Streets and Drainage Department, this will make us even more short on vehicles, thus the request for new vehicles. All proposed purchases comply with the competitive bid process due to the purchases are through BuyBoard Purchasing Cooperative.

FISCAL ANALYSIS:

The budgeted amount for the Parks and Recreation Department vehicle is \$60,000.00; the quote for a 2026 Chevy 1500 is 52,760.00. The budget amount for the Recycling Department vehicle is \$60,000.00; the quote for a 2026 Chevy 1500 is 52,760.00. The budgeted amount for the Streets and Drainage Department vehicle is \$70,000.00; the quote for a 2026 Chevy 2500 is 59,180.00. The total budget amount was \$190,000.00. The total quoted price for all three (3) vehicles is \$164,700.00, which is well below the \$190,000.00 budgeted amount. The Parks and Recreation, Streets and Drainage, and Recycling Departments are to be funded from Fund 32 General Fund of the current FY24-25 budget.

The budgeted amount for the Water Department vehicle is budgeted at \$50,000.00; the quote is for \$68,350.00. The budgeted amount for the Wastewater Department vehicle is \$70,000.00; the

quote is for \$59,180.00. The total budget for these vehicles is \$120,000.00. The quotes for these two (2) are \$127,530.00. The Water and Wastewater Departments will be funded by Fund 52 Utility Funds of the current FY24-25 budget, which are sufficient to cover this cost. All quotes are through a Buyboard contract.

RECOMMENDATION:

Staff recommends approval of all five vehicle purchases for the Parks, Recycling, Streets and Drainage, Water, and Wastewater Departments.

ATTACHMENTS:

1. 2025 6 24 CALDWELL COUNTRY CHEVROLET QUOTES- PARKS AND REC
2. 2025 6 24 CALDWELL COUNTRY CHEVROLET QUOTES- STREETS AND WW
3. 2025 7 1 CALDWELL COUNTRY CHEVROLET QUOTES- WATER

CALDWELL COUNTRY CHEVROLET
800 HWY. 21 E. CALDWELL, TEXAS 77836

Customer: City of Ingleside
 Contact: Gary Paredes
 Phone: 361.776.3815 ext 1200
 Email: Gparedes@inglesidetx.gov

Sales Rep: Jake Schobinger
 Quote#: JS-62425-1
 Date: 6/24/2025
Jake@Caldwellcountry.com

Contract: **BuyBoard 724-23**
 Product Description: **Chevrolet Silverado 1500 Crew Cab**
 A. Bid Series: **14**

Base Price: \$ 39,800.00

B. Published Options:

Code	Options	Bid Price	Code	Options	Bid Price
2026 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck			VT2	Black Asist Steps, 6" Rectangular	INCL
			RD6	Wheels, 17" Painted Steel, Silver	INCL
IWT	Work Truck Equipment Group	INCL	QBN	Tires, 255/70R17 All-Season	INCL
GAZ	Summit White	INCL		Remote Keyless Entry	INCL
L84	Engine, 5.3L EcoTec3 V8	INCL		Cruise Control	INCL
MHT	Transmission, 10 Speed Automatic	INCL		Power Windows	INCL
H2G	Jet Black, Vinyl Seat Trim	INCL		Power Door Locks	INCL
AZ3	Seats, Front 40/20/40 Split Bench	INCL		Vinyl Flooring	INCL
GU5	Rear Axle, 3.23 Ratio	INCL		HD Rear Vision Camera	INCL
RD6	Wheels, 17" Silver Painted Steel	INCL		6'5 Bed	INCL
QBN	Tires, 255/70R17 All Season	INCL			

Published Options Total: \$ 12,410.00

Disclaimer:

PRICES AND AVAILABILITY CAN CHANGE AT ANY TIME WITHOUT FURTHER NOTICE DUE TO SUPPLY CHAIN CHALLENGES. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. FINAL PRICE IS NOT CONFIRMED UNTIL VEHICLE ORDER IS ACCEPTED BY THE MANUFACTURER. ACKNOWLEDGE BY EMAIL RECEIPT THAT THE PURCHASE ORDER WAS RECEIVED BY USA AUTOMOTIVE PARTNERS, LLC. (CALDWELL COUNTRY CHEVROLET, ROCKDALE COUNTRY FORD dba CALDWELL COUNTRY FORD, CAMERON COUNTRY CDJR)

Order Summary:

Exterior Color: White
 Delivery ETA: Q4 2025 / Q1 2026
 Notes: 2026MY Factory Order

*Reuse
&
parts*

C.	Upfitter:	\$ -
D.	Floor Plan Interest (For in-stock and/or Equipped Vehicles)	\$ -
F.	Lot Insurance (for in-stock and/or equipped vehicles):	\$ -
G.	Delivery Charge: Miles	\$ 150.00
H.	Subtotal:	\$ 52,360.00
I.	Quantity: 1	\$ 52,360.00
J.	Trade In:	\$ -
K.	BuyBoard Fee (Per Purchase Order):	\$ 400.00
L.	Total:	\$ 52,760.00

CALDWELL COUNTRY CHEVROLET
800 HWY. 21 E. CALDWELL, TEXAS 77836

Customer: City of Ingleside
 Contact: Gary Paredes
 Phone: 361.776.3815 ext 1200
 Email: Gparedes@inglesidetx.gov

Sales Rep: Jake Schobinger
 Quote#: JS-62425-2
 Date: 6/24/2025
Jake@Caldwellcountry.com

Contract: **BuyBoard 724-23**
 Product Description: **Chevrolet Silverado 2500HD**
 A. Bid Series: **15**

Base Price: \$ 43,980.00

B. Published Options:

Code	Options	Bid Price	Code	Options	Bid Price
2026 Chevrolet Silverado 2500HD (CK20743) 4WD Crew Cab 159" Work Truck			RVQ	Black Assist Steps, 6" Rectangular	INCL
			CKF	GVWR, 11,025 lbs	INCL
1WT	Work Truck Equipment Group	INCL		Remote Keyless Entry	INCL
GAZ	Summit White	INCL		Cruise Control	INCL
L8T	Engine, 6.6L V8 Gas	INCL		Power Windows	INCL
MKM	Transmission, Allison 10 Speed Auto	INCL		Power Door Locks	INCL
H2G	Jet Black, Vinyl Seat Trim	INCL		Vinyl Flooring	INCL
AZ3	Seats, Front 40/20/40 Split Bench	INCL		HD Rear Vision Camera	INCL
IOR	Chevy Infotainment 3 Audio System	INCL		6'5 Bed	INCL
PYT	Wheels, 18" Silver Painted Steel	INCL			
QF6	Tires, LT275/70R18E All Terrain	INCL			

Published Options Total: \$ 14,650.00

Disclaimer:

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Order Summary:

Exterior Color: White
 Delivery ETA: Q4 2025 / Q1 2026
 Notes: 2026MY Factory Order

C.	Upfitter:	\$ -
D.	Floor Plan Interest (For in-stock and/or Equipped Vehicles)	\$ -
F.	Lot Insurance (for in-stock and/or equipped vehicles):	\$ -
G.	Delivery Charge: Miles	\$ 150.00
H.	Subtotal:	\$ 58,780.00
I.	Quantity: 1	\$ 58,780.00
J.	Trade In:	\$ -
K.	BuyBoard Fee (Per Purchase Order):	\$ 400.00
L.	Total:	\$ 59,180.00

*Streets
+
NW*

CALDWELL COUNTRY CHEVROLET
800 HWY. 21 E. CALDWELL, TEXAS 77836

Customer: City of Ingleside
 Contact: Gary Paredes
 Phone: 361.776.3815 ext 1200
 Email: Gparedes@inglesidetx.gov

Sales Rep: Jake Schobinger
 Quote#: JS-7125-1
 Date: 7/1/2025
 Jake@Caldwellcountry.com

Contract: **BuyBoard 724-23**
 Product Description: **Chevrolet Silverado 2500HD**
 A. Bid Series: **15**

Base Price: \$ 43,980.00

B. Published Options:

Code	Options	Bid Price	Code	Options	Bid Price
2026 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck			RVQ	Black Assist Steps, 6" Rectangular	INCL
			CKF	GVWR, 11,025 lbs	INCL
IWT	Work Truck Equipment Group	INCL		Remote Keyless Entry	INCL
GAZ	Summit White	INCL		Cruise Control	INCL
L8T	Engine, 6.6L V8 Gas	INCL		Power Windows	INCL
MKM	Transmission, Allison 10 Speed Auto	INCL		Power Door Locks	INCL
H2G	Jet Black, Vinyl Seat Trim	INCL		Vinyl Flooring	INCL
AZ3	Seats, Front 40/20/40 Split Bench	INCL		HD Rear Vision Camera	INCL
IOR	Chevy Infotainment 3 Audio System	INCL		6'5 Bed	INCL
PYT	Wheels, 18" Silver Painted Steel	INCL			
QF6	Tires, LT275/70R18E All Terrain	INCL			

Published Options Total: \$ 11,670.00

Disclaimer:

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Order Summary:

Exterior Color: White
 Delivery ETA: Q4 2025 / Q1 2026
 Notes: 2026MY Factory Order

C.	Upfitter: Knapheide 8' Service Bed 696(AG526)	\$ 11,750.00
D.	Floor Plan Interest (For in-stock and/or Equipped Vehicles)	\$ 400.00
F.	Lot Insurance (for in-stock and/or equipped vehicles):	\$ -
G.	Delivery Charge: Miles	\$ 150.00
H.	Subtotal:	\$ 67,950.00
I.	Quantity: 1	\$ 67,950.00
J.	Trade In:	\$ -
K.	BuyBoard Fee (Per Purchase Order):	\$ 400.00
L.	Total:	\$ 68,350.00

Water

CITY COUNCIL AGENDA

Regular Meeting: July 8, 2025

AGENDA ITEM: 11

Deliberate and take appropriate action on the City of Ingleside Street Advisory Groups' recommendation for Seal Coat maintenance on various city streets.

SUBMITTED BY: Gary Paredez, Director of Infrastructure Services

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Street Advisory Group met on June 19, 2025, to discuss the current and future street candidates to be added to the list to present to City Council. The original list was reassessed, other streets were considered, rated, and the attached list was compiled. After consideration, it was agreed that the following list be submitted to City Council for approval:

Capeheart St;

Eastwind St;

6th St from Greenbriar St to SH HWY 1069;

Greenbriar St from 8th St to 6th St;

Lovers Ln;

Hackberry Ln.

The actual cost of the proposed project will be determined after receipt of project bids.

The previous five (5) sets of seal coat maintenance streets were \$487,070.40.

FISCAL ANALYSIS:

Fund 28, which is the Street Maintenance sales tax fund, currently has a balance of \$2,480,794.61. Monies in this fund will be used to complete the seal coat projects.

RECOMMENDATION:

Staff recommends approving the list submitted by the Street Advisory Groups' Street Advisory Groups' recommendation for Seal Coat maintenance on various city streets and authorize the City Staff to solicit for bids.

ATTACHMENTS:

1. June 2025 Suggested list of streets by Street Maintenance Committee

Suggested list of streets by Street Maintenance Committee

Next 6 streets:

1. Capeheart St.
2. Eastwind St.
3. 6th St. (Greenbriar to HWY 1069)
4. Greenbriar St (8th St – 6th St)
5. Lovers Ln
6. Hackberry Ln

Next 15 to be chosen from:

1. Kelly Ln
 2. Cardinal Ln
 3. Dallas St – Hold (MidMod)
 4. Waco St – Hold (MidMod)
 5. 7th St (Ave B to 1069) – Hold (MidMod)
 6. 5th St (Ave B to 1069) – Hold (MidMod)
 7. San Angelo Ave (West Main to Waco) – Hold (Infrastructure issues)
 8. Oklahoma St – Hold (MidMod)
 9. Alvin Moore St (school to Ave B) – Hold (MidMod)
 10. Alana Ln
 11. Garza Ln
 12. Hewlett St
 13. Danforth St
 14. 6th St (Ave A to City limit)
- (Alternates- Tiner)**

CITY COUNCIL AGENDA

Regular Meeting: July 8, 2025

AGENDA ITEM: 12

Deliberate and take appropriate action on an Ordinance amending the Fiscal Year 2024-2025 budget for the City of Ingleside, Texas, for the use of City Manager Discretionary funds for the cost of enhancing the audio-visual system for meetings held in the City Council Chambers.

SUBMITTED BY: Luis Rios, Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

It was unforeseen when preparing for the fiscal year 2024-2025 budget that a need for an update to the Audio Visual system would be needed. After this purchase, the City Manager's discretionary fund would have a balance of \$20,715.36.

FISCAL ANALYSIS:

Account Name	Dept-Acct Number	Budget Increase	Budget Decrease
Fund 10 General Fund			
<u>Expenses</u>			
City Manager Discretionary Funds	10-502-581		9,284.64
Equipment	10-541-235	1,004.82	
Contract/Consulting	10-541-484	8,279.82	

RECOMMENDATION:

Staff recommends Council approve the ordinance to amend the fiscal year 2024-2025 budget as presented.

ATTACHMENTS:

1. 2025-07-08 ORDINANCE NO FY2025-XX BUDGET AMENDMENT COUNCIL TV UPDATES v2

ORDINANCE NO. 2025-__

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET FOR THE CITY OF INGLESIDE, TEXAS, FOR THE USE OF CITY MANAGER DISCRETIONARY FUNDS FOR THE COST OF ENHANCING THE AUDIO-VISUAL SYSTEM FOR COUNCIL MEETINGS.

BE IT ORDAINED BY THE CITY COUNCIL OF INGLESIDE, TEXAS:

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for funding for these expenditures this fiscal year.

BE IT ORDAINED by the City Council of the City of Ingleside that the Fiscal Year 2024-2025 budget be amended as shown as follows:

CITY OF INGLESIDE DEPARTMENT REVENUES AND EXPENSES BUDGET AMENDMENT			
Account Name:	Dept-Acct Number:	Budget Increase	Budget Decrease
Fund 10			
General Fund			
Expenses			
City Manager Discretionary Funds	10-502-581		<u>9,284.64</u>
Equipment	10-541-235	<u>1,004.82</u>	
Contract/Consulting	10-541-484	<u>8,279.82</u>	

[To amend the FY2025 budget as shown above to transfer the funds from the City Manager Discretionary funds to the Information Technology Department to appropriate the expense for the cost of enhancing the audio-visual system for the Council Meetings.]

THAT all Ordinance or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgement of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

THAT this Ordinance shall not be codified, but shall become effective on and after adoption and publication as required by law.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2025.

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: July 8, 2025

AGENDA ITEM: 13

Deliberate and take appropriate action on an Ordinance amending the Fiscal Year 2024-2025 budget for the City of Ingleside, Texas, of reclassification of the Municipal Court Clerk positions to Deputy Clerk positions from the Municipal Court budget in the General Fund.

SUBMITTED BY: Luis Rios, Director of Finance

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The Fiscal Year 2024-2025 budget was adopted on September 24, 2024. The structure of the Court was changed on April 8, 2025, from the Municipal Court to the Court of Record. Since that time, there has been a need to restructure the positions within the Municipal Court budget, which will include the Municipal Court Clerks positions being reclassified.

FISCAL ANALYSIS:

The budget will not be affected.

RECOMMENDATION:

Staff recommends the City Council pass the first and only reading of an Ordinance amending the Fiscal Year 2024-2025 budget for the City of Ingleside, Texas, for the reclassification of the Municipal Court Clerks in the Municipal Court budget.

ATTACHMENTS:

1. 2025-06-08 ORDINANCE NO- FY2025-xx BUDGET AMENDMENT-RECLASS DEPUTY CLERK POSITION v2

ORDINANCE NO. 2025-__

AN ORDINANCE AMENDING THE FISCAL YEAR 2024-2025 BUDGET FOR THE CITY OF INGLESIDE, TEXAS, OF RECLASSIFICATION OF THE MUNICIPAL COURT CLERK POSITIONS TO DEPUTY CLERK POSITIONS FROM THE MUNICIPAL COURT BUDGET IN THE GENERAL FUND.

WHEREAS, it was unforeseen when the budget was adopted that there would be a need for an adjustment to the Municipal Court Clerk II position.

BE IT ORDAINED by the City Council of the City of Ingleside that the Fiscal Year 2024-2025 budget be amended as shown as follows:

**CITY OF INGLESIDE
BUDGET AMENDMENT**

Type of Court	Position	Pay Grade
Municipal Court	Municipal Court Clerk I	4
Court of Records	Deputy Clerk I	4
Municipal Court	Municipal Court Clerk II	5
Court of Records	Deputy Clerk II	5

[To amend the FY2025 budget as shown above to replace the Municipal Court Clerk positions with the Deputy Clerk positions to align with the Court of Records. The job duties have also been updated to accommodate the Court of Records system.]

THAT all Ordinance or parts of Ordinances in conflict with this Ordinance are repealed to the extent of such conflict only.

THAT if for any reason any section, paragraph, subdivision, clause, phrase, word or provision of this ordinance shall be held invalid or unconstitutional by final judgement of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Council that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

THAT this Ordinance shall not be codified but shall become effective on and after adoption and publication as required by law.

PASSED, APPROVED AND ADOPTED this _____ day of _____ 2025.

CITY OF INGLESIDE, TEXAS

Pedro Oscar Adame, Mayor

ATTEST:

Jana Stork, City Secretary

CITY COUNCIL AGENDA

Regular Meeting: July 8, 2025

AGENDA ITEM: 14

Deliberate and take appropriate action to authorize the City Manager to execute a letter on behalf of the City of Ingleside concerning a financial hardship request related to Contract #20-065-086-C247 (Houghton Drainage Project), requesting relief from excess local match fund obligations.

SUBMITTED BY:

APPROVED FOR AGENDA: Brenton Lewis, City Manager

BACKGROUND:

The City of Ingleside has been notified by GrantWorks representatives that during the close-out process of the City of Ingleside, Contract #20-065-086-C247 (Houghton Project) that due to the scope of work changing, the General Land Office (GLO) requested the City to commit \$2,322,526.75 for the completion of the project. The project engineer, Hanson Professional Services, Inc., had issued an opinion of the probable construction cost being \$4,276,852.75. After the project was awarded and completed, there is a remaining balance of \$474,957.90 that was not used towards the project. Therefore, staff is requesting authorization from the City Council to issue a hardship letter on behalf of the City to the GLO, to facilitate the closeout of the project. Included in the packet is the hardship letter and the staff memo from the then City Manager Linnette Barker describing the need for the commitment from the City to address the difference because of the change in scope, and Resolution No. 2021-54 committing the \$2,322,526.75 to the project.

FISCAL ANALYSIS:

N/A

RECOMMENDATION:

Staff recommends the City Council authorize the hardship letter be executed by the City Manager on behalf of the City.

ATTACHMENTS:

1. 2025, 07-02 Letter Head_C247
2. Ingleside GLO 20-065-086-C247_Executed
3. Hardship Backup_Res Glo #19_326536
4. Res - 2021-54



Valerie Flores
Grant Manager, Community Development & Revitalization
P.O. Box 12873
Austin, Texas 78711-2873

July 2, 2025

RE: State Contract Hardship Request
City of Ingleside, Contract #20-065-086-C247

Good afternoon,

The City of Ingleside is dedicated to resolving the close out of Contract: 20-065-086-C247 with the Texas General Land Office. The prior match funds commitment was based on estimated and not actual costs, and represents an excessive financial burden for the city.

During the design phase of this project, Ingleside's local fund share was based on an engineer's estimate and not actual cost. This estimate carried a 15% contingency to account for variable costs of construction materials and supply chain demands associated with the pandemic. At the time, the City was advised to process a budget amendment based on the estimate instead of actuals. This budget adjustment was approved by the GLO in 2022 and was not changed thereafter. Once the amendment was approved, construction was bid out and completed, but costs came in lower than expected.

The city has endured several financially trying events since 2022, further straining its finances. The City as well as the GLO has experienced staff turnover. Under better circumstances, the budget discrepancy would have been resolved during the grant period, but as things stand, all expenses related to the grant have already been settled with a significant commitment of City funds. The benefit of the project is currently in place. Adding additional funds at this time is not possible. All funds in the City's current and future budgets are allocated to essential functions, and payment of \$474,957.50 would present a considerable hardship, denying current citizens necessary services.

The City of Ingleside appreciates the efforts of the Texas General Land Office in providing assistance to our community. If you have any questions, please contact our Grant Administrator, Calvin Poznik, at 512-200-4686, or calvin@grantworks.net.

Best Regards,

Brenton Lewis
City Manager, City of Ingleside



GLO CONTRACT NO. 20-065-086-C247
COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY PROGRAM INFRASTRUCTURE PROJECTS
NON-RESEARCH & DEVELOPMENT
HARVEY ROUND 1 FUNDING

The **GENERAL LAND OFFICE** (“the GLO”), a Texas state agency, and **CITY OF INGLESIDE**, Texas Identification Number (TIN) **17460036472** (“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 Disaster Recovery (“CDBG-DR”) program to provide financial assistance with funds appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, and economic revitalization and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas affected by the Texas Hurricane Harvey (DR-4332), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*).

Through CDBG-DR Federal Award Number B-17-DM-48-0001, awarded February 9, 2018, as amended August 14, 2018, and as may be further 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-DR 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 **\$1,954,326.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract, and the Performance Statement, Budget, and Benchmarks for Infrastructure Projects in **Attachment A**.

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

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

1.02 CONTRACT DOCUMENTS

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

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks for Infrastructure Projects
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix for Subrecipients
- 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-DR program, including, without limitation:

- (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; and
- (d) the applicable Method of Distribution; and

- (e) Other Guidance Documents posted at: <http://recovery.texas.gov/action-plans/hurricane-harvey/index.html>.

All Guidance Documents 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 voluntary relinquishment by the property owner upon purchase or through its 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 Plan for Disaster Recovery: Hurricane Harvey – Round 1, as amended, found at <http://recovery.texas.gov/hud-requirements-reports/hurricane-harvey/index.html>.

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

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

“[Amendment](#)” means a written agreement, signed by the Parties hereto, 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 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 reflect 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, as if physically attached.

“[Benchmark](#)” means the milestones identified in **Attachment A** that define Deliverables required for release of funding throughout the life of the Contract.

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

“[Buyout](#)” means an Acquisition by Subrecipient of residential property in a floodplain or Disaster Risk Reduction Area 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 any structures on the property to be demolished or relocated and the land reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

“[CDBG-DR](#)” means the U.S. Department of Housing and Urban Development’s Community Development Block Grant Disaster Recovery program.

“[Certificate of Construction Completion](#)” or “[COCC](#)” means a document to be executed by the Subrecipient, Subrecipient’s construction contractor, and Subrecipient’s engineer for each construction project 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.

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

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

“[Disaster Risk Reduction Area](#)” means a clearly delineated area established by Subrecipient in which residential properties suffered damage from Hurricane Harvey and the safety and well-being of area residents are at risk from future flooding events.

“[Equipment](#)” means tangible personal property with a useful life of more than one (1) year and an acquisition cost of Five Thousand Dollars (\$5,000.00) or more per unit, 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 Federal Register Docket Nos. FR-6066-N-01 and FR-6109-N-01 and any other publication affecting Hurricane Harvey – Round 1 CDBG-DR 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 prepared by Subrecipient at the completion of each federally funded project certifying 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.

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

“[Grant Completion Report](#)” means a report containing an as-built accounting of all projects completed under a CDBG-DR program and all information required for final acceptance of Deliverables and Contract closeout.

“[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 Project milestones Subrecipient will utilize to ensure timely expenditures and project completion.

“[Infrastructure](#)” means a project involving repairs to or replacement of public works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors.

“[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.

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

“[Monthly Activity Status Report](#)” means Project Benchmark status reports required under **SECTION 4.02** and included as **Attachment F** of this Contract.

“[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.

“[Program](#)” means the Community Development Block Grant Disaster Recovery program, administered by HUD and the GLO.

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

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

“[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 CDBG-DR 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 Ingleside, a recipient of federal CDBG-DR funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

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

“[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 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 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/their sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any such approval, consent, or waiver.
- (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 email to DR.Billing@glo.texas.gov, or through the GLO’s system of record, if specified by Technical Guidance Letter under this Contract.

Subrecipient must submit, and the GLO must approve, all invoices for incurred expenses related to a specific Benchmark, including invoices for expenses incurred by any subcontractor, before Subrecipient will be reimbursed for expenses related to succeeding Benchmarks, as outlined in **Attachment A**.

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 INCURS THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT.

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 no later than sixty (60) days after this Contract expires or is terminated. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the contract sixty (60) days after 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.

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 8.15**, below. Upon completion of the Project, the GLO shall formally close out the Project by issuing a close-out letter to Subrecipient. The GLO may, in its sole discretion and in conformance with federal law, approve other adjustments required during Project performance through a Revision or Technical Guidance Letter. Such approvals must be in writing, and may be delivered by regular mail, electronic mail, or facsimile transmission.

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

2.04 PROGRAM INCOME

In accordance with 2 C.F.R. § 200.307, Subrecipient shall maintain records of the receipt and accrual of all Program Income, as Program Income is defined at 2 C.F.R. § 200.80. Subrecipient shall report Program Income to the GLO in accordance with **ARTICLE 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 signed by the last Party, and shall terminate on **April 30, 2022** ("Contract Period"), or upon the completion of all

Benchmarks listed in **Attachment A**, and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks in Attachment A. Subrecipient's failure to meet any Benchmark may result in 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 may amend this Contract to extend the Contract Period. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE BY WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

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

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (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.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **SECTION 8.10** of the Contract and all other reports and documentation the GLO requires, any report, form, 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 in a timely and satisfactory manner any report required by this Contract, the GLO, in its sole discretion, may withhold any payments, pending Subrecipient’s correction of the deficiency.

(a) Start Up Documentation

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

(b) Forms

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

- (i) Subrecipient certifies, by the execution of this Contract, all 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), for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the first day of each month for the duration of the Contract. Any licenses or permits required for the work identified in **Attachment A** shall be included as a part of the Monthly Activity Status Report for the period during which they are obtained, pursuant to **Section 8.01**, herein. Subrecipient shall email Monthly Activity Status Reports to DR.Status.Reporting@recovery.texas.gov.

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-DR 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. Reports shall be submitted to cdsubsreporting@recovery.texas.gov,

unless otherwise specified in a Technical Guidance Letter issued under this Contract. Subrecipient shall only report contracts as defined in 2 CFR § 200.22. 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/>. Additional information about this reporting requirement is available in Federal Register publications governing the Hurricane Harvey CDBG-DR funding allocation.

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

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56), enacted on September 8, 2017, to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the Texas Hurricane Harvey (DR-4332), which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121, *et seq.*). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-DR Program and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**
- (b) **To participate in the CDBG-DR program, Subrecipient must have a Data Universal Numbering System (DUNS) number and a Commercial and Government Entity (CAGE) code. Subrecipient must report its DUNS number and CAGE code to the GLO for use in various reporting documents. A DUNS number and CAGE code may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. Assistance with this website is available by calling 866-606-8220.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6, of the Texas Constitution, all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount due and owing Subrecipient under the Contract or the amount of funds appropriated for payment, but not yet paid to Subrecipient, under the annual

budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may 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-DR Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-DR 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 received under this Contract. Subrecipient shall reimburse disallowed costs from funds which were not provided or otherwise made available to Subrecipient under this Contract.

5.05 FINAL BENCHMARK

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

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

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

material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

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

6.03 DISCLAIMER REQUIRED

Subrecipient shall include a disclaimer on all public information releases issued pursuant to this Contract stating that the funds for this Project or any Program are provided by Subrecipient and the Texas General Land Office through HUD's CDBG 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 sufficient to allow the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives to determine Subrecipient's compliance with this Contract and all applicable laws, rules, and regulations, including the applicable laws and regulations provided in **Attachment D**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at the Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit

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

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

7.03 SUBRECIPIENT SELF-AUDIT AND TARGETED AUDITS

(a) Subrecipient Self-Audit

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

(b) Targeted Audits and Monitoring Visits

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

7.04 PERIOD OF RETENTION

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

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

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

8.02 INDEMNITY

To the extent permitted under the law, except for damages directly or proximately caused by the gross negligence of the GLO, Subrecipient shall indemnify and hold harmless the State of Texas, the GLO, and the officers, representatives, agents, and employees of the State of Texas and the GLO from any losses, claims, suits, actions, damages, or liability (including all costs and expenses of defending against all of the aforementioned) arising in connection with:

- (a) **This Contract;**
- (b) **Any negligence, act, omission, or misconduct in the performance of the services referenced herein; or**
- (c) **Any claims or amounts arising or recoverable under federal or state workers' compensation laws, the Texas Tort Claims Act, or any other such laws.**

Subrecipient shall be responsible for the safety and well-being of its employees, customers, and invitees. These requirements shall survive the term of this Contract until all claims have been settled or resolved and suitable evidence to that effect has been furnished to the GLO. The provisions of this Section shall survive termination of this Contract.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) **Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.**
- (b) **Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this Section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy**

period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by the Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**

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

8.04 ASSIGNMENT AND SUBCONTRACTS

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

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

8.05 PROCUREMENT

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

Texas Comptroller's Vendor Performance Program at:

<https://comptroller.texas.gov/purchasing/>;

and the Federal General Services Administration's System for Award Management at:

<https://www.sam.gov/>.

8.06 PURCHASES AND EQUIPMENT

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

8.07 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **ARTICLE VII**, above, may initiate communications with any subcontractor, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **ARTICLE 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, employer-employee or principal-agent relationships, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to: withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State.

8.09 COMPLIANCE WITH OTHER LAWS

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

8.10 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (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 Ingleside
2671 San Angelo Ave.
Ingleside, Texas 78362
Attention: Ronnie Parker

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

8.11 GOVERNING LAW AND VENUE

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

8.12 SEVERABILITY

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

8.13 DISPUTE RESOLUTION

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 SOVEREIGN IMMUNITY BY THE GLO.**

8.14 PUBLIC RECORDS

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

Subrecipient shall release the following information upon receipt of an open records request:

- (a) The amount of CDBG-DR funds expected to be made available;
- (b) The range of Activities that may be undertaken with CDBG-DR funds;
- (c) The estimated amount of CDBG-DR funds proposed to be used for Activities that will meet the national objective of benefit to low- and moderate-income persons; and
- (d) The proposed CDBG-DR Activities likely to result in displacement and the Subrecipient’s anti-displacement and relocation plan.

8.15 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity, to extend the term of the Contract, and/or to make other substantial amendments to the Contract may be made only by written agreement of the Parties, under the formal Amendment process except that, upon completion of the Project, the GLO shall issue a close-out letter pursuant to **SECTION 2.03**. The formal Amendment process requires submission by the GLO Project Manager of the proposed amended language or amount to the GLO 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 during Project performance by the GLO by way of a Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by the Subrecipient. Such approvals must be in writing and may be delivered by U.S. mail or electronic mail.

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

8.16 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations,

negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in Attachment(s), Technical Guidance Letter(s), and/or Revision(s) shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.17 PROPER AUTHORITY

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

8.18 COUNTERPARTS

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

8.19 SURVIVAL

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

8.20 CONTRACT CLOSEOUT

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

8.21 INDIRECT COST RATES

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

8.22 CONFLICT OF INTEREST

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

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

8.23 ENVIRONMENTAL CLEARANCE REQUIREMENTS

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

8.24 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about the Project, including ensuring that Project information is available in the appropriate languages for the geographical area served by the Subrecipient. Information furnished to citizens shall include, without limitation:
 - (i) The amount of CDBG-DR funds expected to be made available;
 - (ii) The range of Activities that may be undertaken with the CDBG-DR funds;
 - (iii) The estimated amount of the CDBG-DR funds proposed to be used for Activities meeting the national objective of benefiting low-to-moderate income persons; and
 - (iv) A clear statement of such and the entity’s anti-displacement and relocation plan if any proposed CDBG-DR Activities are likely to result in displacement.
- (b) Complaint Procedures: Subrecipient must have written citizen complaint procedures that provide a timely written response (within fifteen (15) working days) to complaints and grievances. Subrecipient shall notify citizens of the

location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.

- (c) Technical Assistance: If requested, Subrecipient shall provide technical assistance to persons of low and moderate income in completing their applications under the Project.
- (d) Subrecipient shall maintain a citizen participation file that includes a copy of the Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.25 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but 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 8.25 shall contain the following:

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

8.26 PROCUREMENT OF RECOVERED MATERIALS

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - (i) Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - (ii) In a way that meets Contract performance requirements; or
 - (iii) At a reasonable price.
- (b) Additional information about the requirement in 2 CFR § 200.322 for the maximum use of recovered/recycled materials, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.27 EQUAL OPPORTUNITY CLAUSE

Provider 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."

Provider 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 Provider 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.

Provider 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.

Provider 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, Provider 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 Provider under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Provider; and refer the case to the Department of Justice for appropriate legal proceedings.

8.28 INFORMATION AND DATA SECURITY STANDARDS

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

8.29 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.

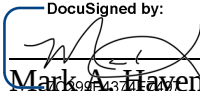
Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are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

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR GLO CONTRACT NO. 20-065-086-C247
INFRASTRUCTURE SUBRECIPIENT CONTRACT AGREEMENT – HARVEY ROUND 1**

GENERAL LAND OFFICE

CITY OF INGLESIDE

DocuSigned by:


Mark A. Havens, Chief Clerk/
Deputy Land Commissioner

Date of execution: 2/5/2020

DocuSigned by:


By: Ronnie Parker
Title: Mayor

Date of execution: 1/31/2020

OGC 
PM 
DD 
SDD 
DGC 
GC 

ATTACHED TO THIS CONTRACT:

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

ATTACHMENTS FOLLOW

**CITY OF INGLESIDE
20-065-086-C247**

PERFORMANCE STATEMENT

Hurricane Harvey overwhelmed the drainage system of the City of Ingleside (Subrecipient). Heavy rainfall caused flooding of homes and streets. Undersized culverts throughout the city prohibited stormwater from draining effectively. This inundated the drainage system and threatened public health, safety, and welfare. Subrecipient will conduct drainage Infrastructure improvements to facilitate proper stormwater conveyance and reduce the impact of future flooding.

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

The grant total is \$1,954,326.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record of the GLO's Community Development and Revitalization division (GLO-CDR).

Flood and Drainage Facilities

Subrecipient shall replace storm sewer culverts, regrade roadside ditches, install outfall ditches with associated pavement repair, and complete associated appurtenances. Construction shall take place at the locations identified below.

Flood and Drainage Facilities	Location Approximate Lat/Long	Proposed HUD Performance Measures	Census Tract	Block Group
Humble Street	Coach Emory Bellard Dr. to Point East Ave. B 27.880629, -97.214014	2,240 LF	0107.00	2
Amarillo Street	Coach Emory Bellard Dr. to Point East of Ave. B 27.879462, -97.214785	2,270 LF	0107.00	2
Waco Street	Coach Emory Bellard Dr. to Point East Ave B 27.878246, -97.215587	1,740 LF	0107.00	2
Mustang Drive	Point West of Filberto to Point East of Ave. B 27.87645, -97.214832	1,560 LF	0107.00	2
These Activities shall benefit four hundred fifty-three (453) persons. Of these persons, two hundred ninety (290), or sixty-four and two hundredths percent (64.02%), are of low to moderate income.				

BUDGET

HUD Activity Type	Grant Award	Other Funds	Total
Rehabilitation/Reconstruction of Public Improvements	\$1,954,326.00	\$0.00	\$1,954,326.00
TOTAL	\$1,954,326.00	\$0.00	\$1,954,326.00

MILESTONES

	Not-To-Exceed Draw Percentages					
Milestones	Construction Funds	Engineering Funds	Grant Administration Funds	Special Environmental Funds	Environmental Funds	Acquisition Funds
Project Kick-Off Meeting and Start-up Documentation			15%			
Engineering Contract Executed		30%				
Environmental Contract Executed			30%			
100% Design Approval		60%				
Special Environmental Report Approval				100%		
Authority to Use Grant Funds			50%		100%	
Acquisition Start						100%
Bid Advertisement		70%	60%			
Construction Notice to Proceed	85%	85%	85%			
As-Built Plans/ COCC/FWCR	100%	100%	95%			
Grant Completion Report Approval			100%			

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.

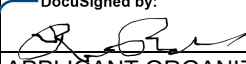
PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

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	
DocuSigned by:  APPLICANT ORGANIZATION City of Ingleside		Mayor	
		DATE SUBMITTED	
		1/31/2020	

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 Ingleside

AWARD NUMBER AND/OR PROJECT NAME

20-065-086-C247

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Ronnie Parker

Mayor

SIGNATURE

DocuSigned by:



DATE

1/31/2020

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.		
Federal Use Only		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

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

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

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

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

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

General Affirmations

To the extent they apply, 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.
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.
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.
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. Pursuant to Section 2155.003 of the Texas Government Code, 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. Payments due under the Contract shall be directly applied towards eliminating any debt or delinquency Subrecipient owes to the State of Texas including, but not limited to, delinquent taxes, delinquent student loan payments, and delinquent child support.
8. Upon request of the GLO, 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.
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.
 - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if the 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 the 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 the 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 the 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 the 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. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract.
 - f. 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 Texas Government Code Chapter 2270 prohibiting state contracts with companies boycotting Israel applies to Subrecipient and this Contract, then Subrecipient verifies it does not boycott Israel and will not boycott Israel during the term of this 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 state funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.
14. Subrecipient certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
15. In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, 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. If the Contract is for professional or consulting services governed by Texas Government Code Chapter 2254, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the Contract, were former employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the Contract.
20. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the GLO.
21. IF THE CONTRACT IS NOT FOR ARCHITECTURE OR ENGINEERING SERVICES GOVERNED BY TEXAS GOVERNMENT CODE CHAPTER 2254, 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.

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.
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.

24. Subrecipient has disclosed in writing to the GLO all existing or potential conflicts of interest relative to the performance of the Contract.
25. Sections 2155.006 and 2261.053 of the Texas Government Code prohibit state agencies from accepting a solicitation response or awarding a contract that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a contract involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster, as defined by Section 418.004 of the Texas Government Code, occurring after September 24, 2005. Under Sections 2155.006 and 2261.053 of the Texas Government Code, 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 state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements relating to accessibility by persons with visual impairments. Accordingly, 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.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

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

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

GENERALLY

The Acts and Regulations specified in this Contract;

Continuing Appropriations Act, 2018 and Supplemental Appropriations for Disaster Relief Requirements Act, 2017 (Public Law 115-56);

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

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

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

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

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

Disaster Recovery Implementation Manual; and

State of Texas Plan for Disaster Recovery: Hurricane Harvey – Round 1, dated April 6, 2018, as amended.

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e, *et seq.*);

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

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

The Age Discrimination Act of 1975 (42 U.S.C. § 6101, *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with

24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. § 4151, *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

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

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

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

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

Federal Executive Order 11246, as amended.

EMPLOYMENT OPPORTUNITIES

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

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

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 115-56, the Contract funds may not be used for activities that are eligible to be reimbursed by, or for which funds are made available by, (a) the Federal Emergency Management Agency (FEMA); (b) the Army Corps of Engineers (Corps); (c) any other federal funding source; or (d) covered by insurance, and Subrecipient shall ensure compliance with all such requirements.

B. NATIONAL FLOOD INSURANCE PROGRAM COMPLIANCE

- (1) Subrecipient must provide documentation which indicates they have received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Subrecipient to be eligible to participate in the NFIP have been adopted.
- (2) Where Activities specified in a Performance Statement, involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required, and Subrecipient shall obtain such insurance, and shall maintain documentation evidencing compliance with such requirements.
- (3) Subrecipient acknowledges and agrees that if any property that is the subject of an Activity under this Contract located within a floodplain, that the following terms and conditions shall apply:
 - a. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001-4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, unless:
 - i. The community in which the area is situated is participating in the National Flood Insurance Program ("NFIP") (44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and
 - ii. The community is participating in the NFIP, or that flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.
 - b. Where the community is participating in the NFIP and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, Subrecipient is responsible for ensuring that flood insurance under the NFIP is obtained and maintained.
 - c. Under Section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a

person for repair, replacement, or restoration for flood damage to any personal, residential, or commercial property if:

- i. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and
 - ii. The person failed to obtain and maintain flood insurance.
- d. Subrecipient understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

C. PROJECT MAPPING/DESIGN INFORMATION

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

D. WATER SYSTEM IMPROVEMENTS

- (1) Prior to the GLO's release of funds for the construction of any water system improvements, Subrecipient shall provide certification to the GLO that plans, specifications, and related documents for the specified water system improvements have been prepared by the engineer selected for such activities, or the engineer's duly authorized representative, and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in Title 30 of the Texas Administrative Code.
- (2) Prior to construction, Subrecipient shall provide documentation to the GLO that an approved new or amended Certificate of Convenience and Necessity (CCN), or the equivalent permit or authority for the area to be served, has been issued by the TCEQ.
- (3) Prior to Subrecipient submission of the Project Completion Report for any water system improvements described in Attachment A, Subrecipient shall provide a letter from the TCEQ that the constructed well is approved for interim use and may be temporarily placed into service pursuant to 30 Texas Administrative Code, Chapter 290—Rules and Regulations for Public Water Systems.

E. SEWER SYSTEM IMPROVEMENTS

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

Further, prior to the construction of any sewer lines or additional service connections described in Attachment A, Subrecipient shall provide notification of the start of construction on any sewer treatment plant 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.

G. SEPTIC SYSTEM IMPROVEMENTS

- (1) Subrecipient shall provide documentation that final plans, specifications, and installation of its septic system improvements have been reviewed and approved by the City or County Health Department through authority granted by the TCEQ.
- (2) Subrecipient shall mitigate all existing septic systems in accordance with 30 Texas Administrative Code Chapter 285, Subchapter D, §285.36(b), which states, "All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter), which is free of organic and construction debris."
- (3) Prior to the selection of program recipients for proposed On-Site Sewer Facilities (OSSF), Subrecipient shall provide a copy of its proposed program guidelines to for GLO review. All proposed OSSF programs must meet or exceed guidelines set forth in 30 Texas Administrative Code Chapter 285 Subchapter D.

H. BUILDING CONSTRUCTION

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

I. BRIDGE CONSTRUCTION/REHABILITATION

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

J. DISASTER SHELTERS

Subrecipient shall ensure that the primary purpose of the facility, as described in Attachment A, is to serve as a disaster shelter, and shall ensure the facility is operated at all times in a manner that ensures that the priority use is to serve as a disaster shelter regardless of any other scheduled uses or commitments that existed at the time of the disaster or emergency situation. In addition Subrecipient shall prepare or be incorporated into an approved emergency management plan, as prescribed by the 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 the following affordability period: for rehabilitation or reconstruction of housing projects, a minimum* three-year affordability period guaranteed by an unsecured forgivable promissory note and for new construction housing projects, a minimum* five-year affordability period guaranteed by an unsecured forgivable promissory note.

O. UNSECURED FORGIVABLE PROMISSORY NOTE (“NOTE”)

An unsecured forgivable promissory note shall be issued 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): for a three-year

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

Note, at a rate of 33 percent per year, for the first two years, and 34 percent after the third year; and for a five-year Note, at a rate of 20% per year.

- (1) If the homeowner occupies the home for the full Note 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 promissory note and DOT 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 the determination that the national objective of benefiting low to moderate-income persons was met.
- (3) The national objective will be considered met only when the program director, city council, or county commissioners court determines that a low- to moderate-income person has occupied the rehabilitated or reconstructed home for a time sufficient to meet the national objective. If the national objective was not achieved, Subrecipient is liable for repayment of an amount equal to the difference in the appraised value of the home prior to reconstruction and the sales price when the home is sold during the term of the forgivable Note.
- (4) If the property is sold or transferred to a person other than an eligible LMI person, the remaining pro-rated balance of the DPL must be repaid by the Subrecipient from the sales proceeds. Notwithstanding the preceding, Subrecipient shall be held liable for any balance remaining over and above the sales proceeds. In all instances, upon completion of the Note or repayment of the assistance (in full or in part), the Subrecipient shall prepare and record a release of lien document in the land records of the applicable county.
- (5) Monitoring of the Note is performed during and after the grant is closed. Subrecipient must utilize non-CDBG-DR funds to fulfill the monitoring obligations for its impacted recovered community.
- (6) The subrecipient will maintain a list of homeowners that do not maintain flood insurance as documented in their promissory note. These applicants will not be allowed to received future assistance as outlined in Section B of this document.

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

The rental housing assistance will provided be provided in the following forms: for rehabilitation or reconstruction of multi-family rental projects with eight or more units, a minimum fifteen (15) year forgivable loan or grant at zero interest; and for new construction multi-family rental projects with five or more units, a minimum twenty (20) year forgivable loan or grant at zero interest. Provided all terms and conditions under which the assistance was provided continue to be fulfilled, the note will be forgiven at a rate of 5 percent per year until the applicant fulfills their note requirement (the requirements are defined in the promissory note document).

The purpose of the program is to facilitate the rehabilitation, reconstruction, and/or new construction of affordable rental housing needs within the service area of the disaster event. A minimum of 51% of the multi-family units must be restricted during the affordability period of

twenty (20) years for low to moderate income (LMI) persons. The rents, at a minimum, must comply with High HOME Investment Partnership (HOME) Rents and other existing Land Use Restriction Agreement (LURA) restrictions if applicable. HOME rent limits are defined by HUD and must equal the lesser of fair market rents or 30% of the adjusted income for people earning 65% of the AMFI.

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
Subrecipient Monthly Activity Status Report

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

Subrecipient: _____

Contract #: _____

Preparer Name: _____ Contact Information: _____

Reporting Month/ Year: _____

Activity Name:					
Site	Current Milestone	Status Notes/Important Dates		Anticipated Completion Date	Program Income
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

Overall Grant Status Summary					
Provide any notes or information relevant to the overall contract. Examples: upcoming Amendment request status, Budget concerns expiration concerns, etc.					
Site-Level Budget Status					
Site	Total Budget	Total Expended	Balance	% Expended	
1			0.00	#DIV/0!	
2			0.00	#DIV/0!	
3			0.00	#DIV/0!	
4			0.00	#DIV/0!	
5			0.00	#DIV/0!	
6			0.00	#DIV/0!	
7			0.00	#DIV/0!	
8			0.00	#DIV/0!	
9			0.00	#DIV/0!	
10			0.00	#DIV/0!	
Totals:	0.00	0.00	0.00	#DIV/0!	

GLO Information Security Appendix for Subrecipients

1. Definitions

“[Breach of Security](#)” or “[Breach](#)” means unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information including data that is encrypted if the person accessing the data has the key required to decrypt the data.

“[GLO Data](#)” means any data or information, which includes PII and/or SPI as defined below, collected, maintained, and created by the GLO for the purpose of providing disaster assistance to individuals, that Provider 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 the Provider through other sources.

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

“[Sensitive Personal Information](#)” or “[SPI](#)” includes information that is not available elsewhere or may harm an individual by being made available as categorized in Tex. Bus. & Com. Code § 521.002(a)(2). SPI does not include publicly available information that is lawfully made available to the public from the federal government or a state or local government.

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

2. Security and Privacy Compliance

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

ensure that the requirements stated herein are imposed on any Subcontractor of Provider's Subcontractor(s).

- 2.5. Provider will not share GLO Data with any third parties.
- 2.6. Provider will ensure that initial privacy and security training, and annual training thereafter, is completed by its employees or Subcontractors that have access to GLO Data or who create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise personally handle PII and/or SPI on behalf of the agency. Provider agrees to maintain and, upon request, provide documentation of training completion.
- 2.7. Any GLO Data maintained or stored by Provider or any Subcontractor must be stored on servers or other hardware located within the physical borders of the United States and shall not be accessed outside of the United States.

3. Data Ownership and Return of Data

- 3.1. The GLO shall retain full ownership of all GLO data, which includes PII and/or SPI, disclosed to Provider or to which the Provider 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 Provider ceases to be necessary for Provider's performance under the Contract, Provider 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 Provider's possession or control and certify to the GLO that such tasks have been completed. If such return is infeasible, as mutually determined by the GLO and Provider, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Provider shall limit any further use and disclosure of GLO Data.

4. Data Mining

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

5. Breach of Security

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

- 5.2. Upon discovery of a Breach of Security or suspected Breach of Security by the Provider, the Provider agrees to notify the GLO as soon as possible upon discovery of the Breach of Security or suspected Breach of Security, but in no event shall notification occur later than 24 hours after discovery. Within 72 hours, the Provider agrees to provide, at minimum, a written preliminary report regarding the Breach or suspected Breach to the GLO with root cause analysis including a log detailing the data affected.
- 5.3. The initial notification and preliminary report shall be submitted to the GLO Information Security Officer at informationsecurity@glo.texas.gov.
- 5.4. Provider agrees to take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Provider agrees that it shall not inform any third party of any Breach of Security or suspected Breach of Security without obtaining GLO's prior written consent.
- 5.6. If the Breach of Security includes SPI, including Social Security Numbers, payment card information, or health information, the Provider agrees to provide affected individuals complimentary access for one (1) year of credit monitoring services.

6. Right to Audit

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

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: 75F97BE589BF4210A84065F55FE3BC93	Status: Completed
Subject: \$1.9M Contract: 20-065-086-C247 City of Ingleside (Texas GLO)	
Source Envelope:	
Document Pages: 65	Signatures: 4
Certificate Pages: 6	Initials: 6
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Amy Navarro
Time Zone: (UTC-06:00) Central Time (US & Canada)	1700 Congress Ave
	Austin, TX 78701
	Amy.Navarro@glo.texas.gov
	IP Address: 204.65.210.35

Record Tracking

Status: Original	Holder: Amy Navarro	Location: DocuSign
1/27/2020 3:08:20 PM	Amy.Navarro@glo.texas.gov	

Signer Events

Signer Events	Signature	Timestamp
Ginger Mills		Sent: 1/28/2020 7:20:28 AM
Ginger.Mills@glo.texas.gov		Resent: 1/28/2020 3:17:30 PM
Attorney		Viewed: 1/29/2020 4:08:02 PM
Texas General Land Office, Office of General Counsel		Signed: 1/29/2020 4:17:17 PM
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Electronic Record and Signature Disclosure:		
Not Offered via DocuSign		

Natasha Valentine		Sent: 1/29/2020 4:17:21 PM
natasha.valentine.glo@recovery.texas.gov		Resent: 1/30/2020 7:35:36 AM
Texas General Land Office		Viewed: 1/30/2020 9:13:28 AM
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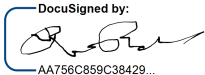
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Not Offered via DocuSign

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heather.lagrone.glo@recovery.texas.gov		Viewed: 1/30/2020 9:31:46 AM
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	Signature Adoption: Pre-selected Style	
	Using IP Address: 107.77.222.138	
	Signed using mobile	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Greg Pollock		Sent: 1/30/2020 9:32:38 AM
greg.pollock@glo.texas.gov		Viewed: 1/30/2020 9:44:32 AM
Senior Deputy Director		Signed: 1/30/2020 9:44:39 AM
Texas General Land Office		
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 204.65.210.23	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
Marc Barenblat marc.barenblat@glo.texas.gov Deputy General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.187	Sent: 1/30/2020 9:44:42 AM Viewed: 1/30/2020 10:06:47 AM Signed: 1/30/2020 10:09:20 AM
Jeff Gordon jeff.gordon@glo.texas.gov General Counsel Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Pre-selected Style Using IP Address: 204.65.210.61	Sent: 1/30/2020 10:09:24 AM Viewed: 1/30/2020 10:44:36 AM Signed: 1/30/2020 10:44:40 AM
Ronnie Parker ronnie.council@inglesidetx.gov Mayor Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Drawn on Device Using IP Address: 159.118.95.151 Signed using mobile	Sent: 1/30/2020 10:44:46 AM Viewed: 1/30/2020 11:20:15 AM Signed: 1/31/2020 9:13:37 AM
Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Chief Clerk and Deputy Land Commissioner Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	 Signature Adoption: Drawn on Device Using IP Address: 204.65.210.70	Sent: 1/31/2020 9:13:42 AM Viewed: 2/5/2020 12:34:11 PM Signed: 2/5/2020 12:34:14 PM

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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: 1/28/2020 7:20:26 AM

Carbon Copy Events	Status	Timestamp
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: 1/28/2020 7:20:26 AM
Kelly McBride kelly.mcbride@glo.texas.gov Director of Contract Management Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/28/2020 7:20:26 AM
Mark Lawley Mark.Lawley@glo.texas.gov Compliance Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/28/2020 7:20:26 AM
Amy Navarro amy.navarro@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: 1/28/2020 7:20:26 AM Resent: 2/5/2020 12:34:28 PM
Veronica Strong veronica.strong@glo.texas.gov Disaster Recovery Procurement Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/28/2020 7:20:26 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: 1/29/2020 4:17:21 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: 1/29/2020 4:17:21 PM

Carbon Copy Events	Status	Timestamp
Cynthia Hudson cynthia.hudson.glo@recovery.texas.gov Infrastructure Manager Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/29/2020 4:17:21 PM
Trey Bahm Trey.Bahm.GLO@recovery.TEXAS.GOV Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/30/2020 9:14:41 AM Viewed: 1/30/2020 9:39:01 AM
Colin Nickells Colin.Nickells.GLO@recovery.TEXAS.GOV Research Specialist Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/30/2020 9:14:41 AM
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: 1/30/2020 9:32:38 AM
Stephanie Crenshaw stephanie.crenshaw@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/30/2020 10:09:24 AM
Esmeralda Sanchez Esmeralda.Sanchez@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 1/30/2020 10:44:44 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: 1/30/2020 10:44:44 AM
Kimberly Sampson-Henry ksampson@inglesidetx.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 1/30/2020 12:03:21 PM Viewed: 1/30/2020 12:47:50 PM

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Gregory Rankin gregory.rankin@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/5/2020 12:34:19 PM
HUB HUB@glo.texas.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/5/2020 12:34:19 PM
Angie Williams Angie.Williams@glo.texas.gov Interim Director, Budget and Planning Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/5/2020 12:34:21 PM
Martin Rivera Jr martin.rivera.glo@recovery.texas.gov Deputy Director,M&Q Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/5/2020 12:34:23 PM
Pamela Mathews pamela.mathews.glo@recovery.texas.gov Program Integration Director Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/5/2020 12:34:24 PM
Denise Hall denise.hall.glo@recovery.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/5/2020 12:34:24 PM Viewed: 2/5/2020 12:42:38 PM

Carbon Copy Events	Status	Timestamp
Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 2/5/2020 12:34:26 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	2/5/2020 12:34:26 PM
Completed	Security Checked	2/5/2020 12:34:26 PM

Payment Events	Status	Timestamps
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December 10, 2021

To: Ingleside City Council

From: Linnette Barker, City Manager

Agenda Item: Discussion, consideration, and action for Resolution No. 2021- GLO CDBG-DR GRANT NO. 20-065-086-C247, Houghton Drainage Improvement

The city has a \$1,954,326 grant from GLO for the Houghton drainage system. The total project costs for this project is:

Construction estimate: \$4,276,852.75

GLO Grant: \$1,954,326.00

Difference \$2,322,526.75

Due to the scope of work changing GLO has requested a Resolution from the City of Ingleside committing the \$2,322,526.75 for this completion of this project. The GLO grant deadline is April 30, 2022 and we are requesting a 1-year extension, with the extension GLO has requested the commitment of funding for this project.

RESOLUTION NO. 2021-54
GLO CDBG-DR GRANT NO. 20-065-086-C247
Houghton Drainage Improvements

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INGLESIDE, TEXAS, AUTHORIZING THE COMMITMENT OF DRAINAGE CONSTRUCTION IMPROVEMENTS FOR THE **COMMUNITY DEVELOPMENT BLOCK GRANT-DISASTER RECOVERY PROJECT** ADMINISTERED THROUGH THE GENERAL LAND OFFICE.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF the CITY of INGLESIDE, TEXAS:

That it be stated that the City of INGLESIDE is committing a total local match amount of two million, three hundred twenty-two, five hundred twenty-six dollars, seventy-five cents (\$2,322,526.75) from the Capital fund. These funds will be applied to drainage construction along Humble, Amarillo, and Waco and San Antonio and Mustang Street in the Houghton Subdivision. These improvements will drain into the new Outfall that will be constructed from Texas Avenue to south of Oklahoma and east to Avenue B.

Passed and Approved December 14th, 2021



Ronnie Parker
Mayor



Evanne Higgins
Interim - City Secretary



December 10, 2021

To: Ingleside City Council

From: Linnette Barker, City Manager

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