

# **Notice of Regular Meeting**

## **December 8, 2025, 5:00 p.m.**

**City Council Chamber, 3947 Lincoln Ave., Groves, TX**



# **CITY COUNCIL**

Notice is given that the Groves City Council will hold a regular meeting in person on the date, time, and location listed above. Live streaming of the meeting is available for viewing at <https://us02web.zoom.us/j/85293631980> or by scanning the QR code to the right. The City Council welcomes citizen participation at all City Council meetings on any agenda items within the limitations of law and decorum. City Council may adjourn into Executive Session to deliberate any agenda item listed if the matter for discussion meets an exception for Executive Session under Texas Government Code Chapter 551. The City Council may also deliberate in public on any item that is listed on the agenda for Executive Session.



### **Opening Agenda**

1. Call meeting to order.
2. Prayer.
3. Pledge of Allegiance.
4. Roll Call.
5. Welcome and recognition of guests and news media.
6. Reports from Mayor, Council Members, or city staff.
7. Citizen comments.

### **Regular Agenda**

8. Deliberate and act to approve the minutes of the November 24, 2025, City Council Meeting.
9. Deliberate on vacancies and nominations for positions on the Planning and Zoning Commission and Zoning Board of Adjustment.
10. Deliberate and act to approve the dates and times for future City Council Meetings.
11. Deliberate and act on a General Land Office Community Development Block Grant Mitigation Program Resilient Communities Program Contract for Mitigation Funding and authorizing the City Manager to negotiate and execute all necessary documents.
12. Deliberate and act on the December 8, 2025, Invoice List.

### **Executive Session**

13. City Council will hold an executive session pursuant to the provisions of Chapter 551 of the Texas Government Code, in accordance with the authority contained in:
  - a. Section 551.071 (2) – Consultation with Attorney on a matter in which the duty of the Attorney to the Governmental Body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter.
14. Reconvene into open session.
15. Deliberate and act on Ordinance 2025-23, imposing a lien against an owner's property for delinquent utility bills for municipal utility service to the properties at 5401 Gulfway Drive, 5305 Gulfway Drive, 6775 25<sup>th</sup> Street, and 5899 West Jefferson.

### **Closing Agenda**

16. Hear and deliberate on Council Member comments.
17. Adjourn.

**City of Groves**  
**Agenda Item Information Form**

Council Meeting Date: 12/8/2025 Department: City Manager Agenda Item No. 8

Title for Item (same as to be placed on Agenda): Deliberate and act to approve the minutes of the November 24, 2025, City Council Meeting.

Party(ies) requesting placement of this item on the agenda: Clarissa Thibodeaux, City Clerk

Submitted to City Manager's Office on: Date: 12/3/25 Time: 8:15 a.m. By: C. THIBODEAUX

Explanation of Item: \_\_\_\_\_

Deadline for Approval: Immediately.

Staff Recommendation: Approval of minutes, as presented.

Alternative (if any) for consideration: \_\_\_\_\_

Identify any attachments to this document: November 24, 2025, City Council Minutes.

Minutes.

Specific Council Action Requested: None (Information item only) \_\_\_\_\_ Motion X

Ordinance – Number \_\_\_\_\_ Resolution – Number \_\_\_\_\_ Other – Specify: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Approved: [Signature] Date: 12/09/25  
Department Head City Manager

**FUNDING (IF APPLICABLE)**

Are sufficient funds specifically designated and currently available for this purpose? YES ☐ NO ☐  
If yes, specify account no. \_\_\_\_\_ If no, explain and identify intended funding source: \_\_\_\_\_

**PAYMENT REQUEST**

Amount of requested payment \$ \_\_\_\_\_ Cumulative total of payments to date for this project/item  
(if applicable): \$ \_\_\_\_\_ Balance due for this project/purchase (if applicable): \$ \_\_\_\_\_

**ACTION TAKEN BY COUNCIL**

APPROVED: ☐ NOT APPROVED: ☐ Any follow-up action required? YES ☐ NO ☐  
If yes, explain \_\_\_\_\_



A regular meeting of the Groves City Council was held on November 24, 2025, at 5:00 p.m. in the Groves City Council Chamber with Mayor Chris Borne, Councilmember Mark McAdams, Councilmember Brandon Holmes, and Councilmember Charles Chelette in attendance. Mayor Pro Tem Rae Shauna Gay was not present. Mayor Borne called the meeting to order and welcomed the attendees. A representative from VFW 4820 then led the prayer and pledge of allegiance.

Mayor Borne then asked for reports, and Fire Chief Lance Billeaud provided the Council with an update on the Fire Department's Commercial Fire Safety Inspection Program at local businesses. Chief Billeaud stated that they are not trying to shut anyone down but want to make sure they are operating safely for the benefit of the public, employees, and the business.

A representative of VFW 4820 then reported on Pearl Harbor, which occurred on December 7, 1941. That day produced many U.S. casualties with 2,500 dead and wounded. There were 18 ships sunk and more than 350 aircraft destroyed. The lessons learned from the attack on Pearl Harbor had kept our nation safe and secure, but on September 11, 2001, we were reminded that we must never let our guard down. There were no other reports.

Mayor Borne then called for citizen comments, and Pete Konidis of 7121 Hayman Street stated that he is on the agenda for a replat for his property to build a house for his daughter.

**DELIBERATE AND ACT TO APPROVE THE MINUTES OF THE NOVEMBER 10, 2025, CITY COUNCIL MEETING:** Councilmember Holmes made a motion to deliberate and act to approve the minutes of the November 10, 2025, City Council Meeting, and Councilmember McAdams seconded. There were no questions, and the motion passed unanimously.

**RECEIVE THE MINUTES OF THE NOVEMBER 17, 2025, PLANNING AND ZONING MEETING:** Mayor Borne stated that the Council has all received the minutes from the November 17, 2025, Planning and Zoning Meeting.

**DELIBERATE AND ACT ON AN ENERGY AND CONSTRUCTION SERVICES CONTRACT FOR WATER METERS WITH SCHNEIDER ELECTRIC BUILDING, INC., AND AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE ALL NECESSARY DOCUMENTS:** Councilmember McAdams made a motion to deliberate and act on an Energy and Construction Services Contract for Water



Meters with Schneider Electric Building, Inc., and authorizing the City Manager to negotiate and execute all necessary documents. Councilmember Chelette seconded. City Manager Kevin Carruth then introduced Craig Mesenbrink and Ryan Wunder from Schneider Electric and stated that they are here to present the final version of the project review. Mr. Mesenbrink noted that they are here to discuss the automated water metering project. Mr. Mesenbrink then discussed the turnkey project, including turnkey design and construction, an agnostic approach to solutions, a firm fixed-price, guaranteed revenue and savings, and a single point of accountability. Mr. Wunder then discussed the current state of the water meters and the proposed solution using ultrasonic water meters. The ultrasonic meters have no moving parts and offer many benefits, including the ability to measure low-flow conditions. City Manager Kevin Carruth informed the Council that the City has been using ultrasonic meters at both the Water Plant and the Wastewater Plant for at least 20 years, so this is not something new to the City. Mr. Wunder then discussed the benefits of these meters, including high accuracy of 1/66 of a gallon, leak detection, and a 20-year warranty. Customers would also have daily access to their data, which will help tremendously with real-time leak detection and prevent them from having to wait until they get their bills at the end of the month to know something is wrong. Mr. Wunder then went over the City Water Balance, which helps us determine how much of the City's water production is non-revenue. In this case, there is a significant amount of non-revenue water: The City produces 879 million gallons/year and sells 379 million gallons/year. The leak detection will help the City directly address part of the 479 million gallons (per year) of real losses. Mr. Wunder then showed the Council a Water Meter Comparison of the available meter options. The recommended meter is a Kamstrup ultrasonic water meter with AMI reading, an industry-leading flow range, Acoustic Leak Detection Technology, and a 20-year warranty. Mayor Borne asked Mr. Wunder to explain what data storage and endpoints are, since there has been a significant increase in the number of days for the Kamstrup water meter compared to the other brands. Mr. Wunder stated that they have highlighted this for a good reason: if a meter cannot be read remotely or in person, this Kamstrup meter can retain data for over a year. Mayor Borne stated that the endpoint, the meter itself, will hold data for up to 460 days before uploading to a cloud via remote radar, and Mr. Wunder noted that this is correct. Mr. Carruth then informed the Council that our current Neptune meters only store data for 30 days.

Councilmember Chelette asked about the warranty and the difference between the full and prorated amounts. Mr. Wunder stated that after the first 10 years, the warranty is prorated at 10 percent per year. Councilmember Holmes asked whether there is any degradation in the accuracy of the ultrasonic meters, and Mr. Wunder



stated that, with these types of meters, the warranty not only covers the meters themselves but also their accuracy. Mr. Wunder also noted that every water meter will have acoustic leak detection that listens for flow and looks back towards the City's pipes, allowing the City to locate all that non-revenue water and fix it. Mr. Wunder then stated that, in the water balance we looked at before, the difference between water produced and water sold will never be 100%; there is always water loss due to line breaks, fire hydrant use, line flushing, etc. There is, however, a significant opportunity for the City to capture some of that non-revenue water and improve those numbers. Mayor Borne asked what would be considered a conservative percentage of water lost based on water sold. Mr. Wunder stated it's about 33% but here the City is over 50%. This scope of work also includes the lead/copper survey per TCEQ requirements.

Mr. Mesenbrink then stated that, towards the end, one of the things discussed with staff was potentially providing residents with the option of a separate cutoff on their side so they would not have to go into the City's meter box. It was also discussed establishing a fixed price for that and holding it separately, because we have no idea at this moment whether this will be desired by 50 residents or 5,000. This will also be cheaper to do while Schneider is installing the new meters. Mayor Borne asked: since it would be a customer option for the shut-off valve, the customer would be responsible for paying for it and for any leaks around that valve. Mr. Mesenbrink stated that this is correct. Mayor Borne then asked what the warranty would be for that shut-off valve, and Mr. Mesenbrink stated it would be the standard 1-year. City Manager Kevin Carruth then stated that it has been discussed without knowing the potential cost, and that one way to incentivize customers to take advantage of this is for the City to cover some of that cost. Mayor Borne stated that he would have no problem with the City helping cover some of the cost if it's beneficial to both parties. The next slide showed a graph of approximate savings, including:

- Annual Water Revenue Generation: \$389,000+
- Annual Leak Detection Savings: \$134,000+
- Annual O&M Efficiency Savings: \$142,000+
- Total Annual Revenue & Savings: \$667,000
  
- Revenue & Savings over 20 years: \*\$20M+
- \*assuming standard 4.5% escalation
  
- Project Investments \$5,695,507



Mayor Borne then stated that when this project was first discussed, the overall goal was to provide a more accurate, user-friendly solution to what has become a headache for the City. The goal was to put together a plan to help them understand where the water is going, track it themselves, and help our utilities department understand where the problems exist and how quickly we can get to them. Mayor Borne also stated that we have to figure out a way to stop these things to make us more efficient on our end, and also to protect the customer. Mayor Borne then stated that he believes the project we received is in line with what we asked you to do.

Mayor Borne then asked Finance Director Lamar Ozley what he sees on our end regarding system monitoring and who he sees receiving these alerts. Mr. Ozley stated that there are different ways to do it, but he envisions a reporting system that uses green, yellow, and red to show levels of concern. The yellow might flag the Water Plant, and the red level might generate an alert and a callout, but we are not sure at the moment. Mayor Borne then asked whether alerting is something they would have to sign up for, or whether we would have access to send text messages or emails to customers, even if they have not signed up for the app. Mr. Mesenbrink stated that the City could send communications to them even if they have not signed up for the app. Councilmember Holmes asked whether switching to ultrasonic meters would still require a full-time staff member to read them, and Mr. Carruth stated that there will always be a need for a customer service technician. Councilmember Holmes asked whether there is a fee for storing water meter information in the cloud, and Mr. Wunder stated that it would be an annual fee. Mr. Wunder then specified that the radio reading equipment is typically located at the water tower, about 130 feet, and that it is a good radio location. Councilmember McAdams asked how many are required for a City of our size, and Mr. Wunder stated that they are targeting three. Councilmember Holmes asked about cybersecurity and the data that goes to the cloud, and whether Schneider is responsible for that. Mr. Mesenbrink stated that it will be under warranty for a year. After that, the software license will be transferred to the City, which will then be responsible for cybersecurity. Councilmember Holmes then asked about the battery life of the ultrasonic meters and whether they are serviceable. Mr. Wunder stated they are not serviceable, but that is part of the warranty. Mr. Wunder then reviewed the preliminary construction schedule pending project approval. City Manager Kevin Carruth stated that staff have been working with Schneider for the past year, and this isn't something that was just slapped together; it's been a long-term project. Mr. Carruth stated that he believes this is the best thing for our customers and also the City.



Mayor Borne then stated that we are in year two of our five-year staggered rate plan increases, which were implemented not only to fund future water and sewer projects but also to help the City with rising water costs. Mayor Borne then asked City Manager Kevin Carruth whether this fits within the plan to raise funds through the rate increases, and Mr. Carruth stated that it does. The five-year rate study anticipated issuing debt for the meter replacement project, and the increases we have had should cover the expense. Mayor Borne asked whether there were any red flags with this contract, and Mr. Monk stated that there were none and that he feels it is a good contract. Mayor Borne feels this is an excellent project for our City and would like to gauge the rest of the Council's views. Councilmember McAdams asked how this would put us in place for repairs and upgrades to the Wastewater Plant, and Mr. Carruth stated that you have to look at this in two phases: the water meters as phase 1 and the Wastewater Plant as phase 2. Mayor Borne then said that, if he remembers correctly, when we set up the rate increases, we did so to fund approximately 17 million worth of repairs, some of which were finishing the Wastewater facility, pipe bursting, painting of the water towers, and potentially this meter project. Councilmember Holmes thanked the staff for the work on this project, and it sounds like this type of meter would be beneficial to the citizens. Councilmember Chelette stated that before his retirement, he worked with many different types of instrumentation, including ultrasonic, and he believes it is the future. There were no further questions, and the motion passed unanimously.

**HEAR AND DELIBERATE ON THE PRESENTATION OF A LONG-TERM PLANNING AND PRELIMINARY PLAN OF FINANCE FOR CAPITAL IMPROVEMENT PROJECTS:** City Manager Kevin Carruth stated that our new financial advisor, RBC Capital Markets, is here to go over a long-term preliminary plan for the capital improvement projects we have been discussing. Dusty Traylor of RBC Capital Markets then gave a presentation regarding Capital Improvement Projects. Mr. Traylor reviewed the City of Groves' financial background. The City of Groves has three primary revenue sources: the tax base, sales tax, and operations of the water and sewer utility system. The City's tax base has been growing nicely, with the previous five years showing approximately 10.6% growth. The City's sales tax is up 3.4% from the prior year. Mr. Traylor then discussed fund balances. The fund balance is approximately \$4.2 million as of September 30, 2025, up from \$3.4 million the previous year. Under normal circumstances, it is recommended to maintain 90 days of fund balances; given the location of this City and the possibility of hurricanes, it is recommended to maintain 180 days of fund balances. Mayor Borne asked Mr. Traylor, with the \$4,200,000 million in the fund balance, how many days of reserves he thinks would equal, and Mr. Traylor



stated that he believes it would be 90 days. Mayor Borne then asked Finance Director Lamar Ozley how much in reserves the City had 10 years ago, and Mr. Ozley stated that the City had no reserves at that time. Mr. Traylor then said that the Utilities Reserve Fund is approximately \$1,000,000, up from \$ 690,000 in September 2024. The funding for 90 days for this reserve would be roughly \$2,100,000. Adding a \$1,500,000 disaster reserve would bring the target fund balance to \$3,500,000.

The next fund balance discussed was the other fund balances, which the City maintains a variety of minor funds that carry balances. The Solid Waste budget reflects operating expenditures of \$1,650,000 (excluding capital outlay). The current fund balance is approximately \$1,000,000 or about 60% of anticipated costs. There is also a Fixed Asset Replacement Fund, which provides funding for regularly scheduled capital outlays for items such as emergency vehicles, road equipment, and other rolling stock. The level of this fund would be determined by an analysis of the City's current rolling stock, incorporating estimates of useful life. In summary, on Fund Balances, it appears the City is underfunded relative to the goal of 180 days plus hurricane replacements. That would bring the total recommended fund balance for those items to about \$12,000,000, while the City is currently at about \$7,000,000.

Mr. Traylor then went over the City's debt, noting that three debt issues are currently outstanding. The first is a Series 2013 Certificate of Obligation with a balance of about \$1,480,000. The second is a Series 2016 General Obligation Refunding Bonds with a balance of \$675,000. The third is a Series 2020 Certificates of Obligation with a balance of \$7,304,000, bringing the City's current outstanding balance to about \$10,400,000. City Manager Kevin Carruth asked Mr. Traylor: Given this profile, how does the City of Groves compare to most similarly situated communities of this size? Mr. Traylor stated that this puts the City of Groves in a low-debt position, less debt than other cities of similar size and geography. Mr. Traylor then noted that the annual payments on the existing debt are going to be cut in half very rapidly, which gives you the capacity to be able to address potential new projects without having as much rate shock associated with them. Mr. Traylor then went over capital improvement needs. With regard to the Enterprise Funds, there are three items on the intermediate-term horizon. These include funding for replacement of water meters at approximately \$5.0MM-\$7.00MM, funding for improvements to the wastewater treatment plant at approximately \$10.0MM-\$12.0MM, and improvements to the sewer collection system at roughly \$3.0MM. The timing of these needs means that a single transaction should be bundled to cover all of them. There are also plans for repairs and painting of four elevated water towers at approximately \$1.0MM each, starting in FYE 2026 and completing one per year until accomplished. The additional



considerations have already been covered with the presentation from Schneider, and the fact that the City has already incorporated a 5-year rate plan will help that process. The meter replacements would generate additional revenue for the City. Mr. Traylor then went on to the Preliminary Plan of Finance, which consists of three primary funding vehicles to help accomplish these funding goals: voted General Obligation bonds, non-voted tax and enterprise fund-secured Certificates of Obligation, and Revenue Bonds. Given that the projects under consideration are mixed-use, the idea would be to lean toward Certificates of Obligation. City Manager Kevin Carruth then stated that we could stretch that to match the payoff of our existing debts. Mayor Borne then asked Mr. Traylor to discuss interest rate timing and its potential impact on project costs. Mr. Traylor stated that interest rates are currently very close to historic norms and that if the City were to issue a 20-year Certificate of Obligation, he would expect the interest rates to be within plus or minus 4.5%. Mayor Borne stated that he asks because our interest rates on our current debt are around 2.6% and 2.01%, and we can't sit around and wait for that to happen again. Mr. Traylor then stated that if we wait for that to happen, then we would be waiting forever. Councilmember Holmes asked if the City received grant money, could that be used to pay the debt service, and Mr. Traylor stated that you can't use it to pay debt service, but you could use grant money and debt money combined to complete the project. Mr. Carruth then stated that we would want to be sure to write the bond covenants broadly so that we could expand the scope, so if we had an opportunity like that, we could do extra work.

Mr. Traylor then stated that from this spot forward, we need to put our heads together to determine the scope of projects we want to finance with a certificate of obligation and the dollar amount we would like to assign. The next step in issuing certificates of obligation for the City would be to have the Council approve a Notice of Intent to Issue. That notice of intent would include a maximum dollar amount that you would borrow and would also list the general descriptions of the projects that you expect to finance with those certificates of obligation dollars. Once the Council approves that, it will need to be posted on the City website and published in the local newspaper. Once it is published in the paper, that first day of publication starts a 45-day clock, and you cannot issue your certificates of obligations sooner than those 45 days. At the end of those 45 days, we would return to the Council with the final transaction for the City to finalize and approve. Once the City Council approves the sale of the certificates of obligation, which is separate from approving the notice of intent, the transaction must be approved by the Texas Attorney General's Office, which usually takes 20-30 days. Once the Attorney General approves the transaction, the money will be deposited.



Mayor Borne then asked how detailed the scope of work needs to be, and Mr. Traylor stated that you wanted to provide very generic descriptions, which will give you flexibility as you spend the money. There was no further discussion.

DELIBERATE AND ACT ON APPROVAL OF A REPLAT OF 7121 HAYMAN STREET, LEGAL DESCRIPTION TRACTS 17-A & 17-B, .6705 ACRE OF LAND REPLAT OF ALL OF LT 17 AND PART OF LT 18, BLK 3, ATLANTIC HEIGHTS NO. 2 AND PART OF LOTS 10-12, BLK 3, ATLANTIC HEIGHTS: Councilmember Chelette made a motion to deliberate and act on approval of a replat of 7121 Hayman Street, legal description TRACTS 17-A & 17-B, .6705 ACRE OF LAND REPLAT OF ALL LT 17 AND PART OF LT 18, BLK 3, ATLANTIC HEIGHTS NO.2 AND PART OF LOTS 10-12, BLK 3, ATLANTIC HEIGHTS. Councilmember Holmes seconded the motion. Mayor Borne stated that the Planning and Zoning Commission unanimously approved sending this back to the Council. Mayor Borne then said that Mr. Konidis plans to divide the land to build a house for his daughter. There were no further questions, and the motion passed unanimously.

DELIBERATE AND ACT ON APPROVAL OF A REPLAT OF 2927 RUBY DRIVE, LEGAL DESCRIPTION TRACT 2-A & 2-B, .8669 (CALLED .8667) ACRE OF LAND REPLAT OF PART OF LT2, BLK5, RANGE "E": Councilmember McAdams made a motion to deliberate and act on approval of a replat of 2927 Ruby Drive, legal description TRACT 2-A & 2-B, .8669 (CALLED .8667) ACRE OF LAND AND REPLAT OF PART OF LT2, BLK 5, RANGE "E". Councilmember Chelette seconded. Mayor Borne stated that the Planning and Zoning Commission also approved this replat for submission to the Council. The motion passed unanimously.

DELIBERATE AND ACT ON THE MAYOR'S APPOINTMENT OF COUNCILMEMBER CHELETTE AS EX OFFICIO OF THE PLANNING AND ZONING COMMISSION: Councilmember McAdams made a motion to deliberate and act on the Mayor's appointment of Councilmember Chelette as Ex Officio of the Planning and Zoning Commission, and Councilmember Holmes seconded. Mayor Borne stated that Councilmember Chelette was on the Planning and Zoning Commission before he became a Councilmember, and he believes Councilmember Chelette can do some good by continuing to interact with that group. There were no questions, and the motion passed unanimously.

DELIBERATE AND ACT ON ORDINANCE 2025-22 AUTHORIZING THE SETTLEMENT OF TEXAS GAS SERVICE COMPANY'S STATEMENT OF INTENT TO INCREASE RATES WITHIN THE CENTRAL-GULF SERVICE AREA:



Councilmember McAdams made a motion to deliberate and act on Ordinance 2025-22 authorizing the settlement of Texas Gas Service Company's statement of intent to increase rates within the Central-Gulf service area. Councilmember Chelette seconded. City Manager Kevin Carruth stated that this is the annual dance we do with Texas Gas. The City of Groves has joined with other cities to hire an attorney to represent us as a group, and the request is always reduced compared to what was submitted to the State. Texas Gas pays for our costs, so there is no expense to the City for fighting this. This particular filing by Texas Gas reduces the requested revenue increases from \$41.1MM to \$15MM and has the lowest residential impact in our service area. The return on equity was reduced from 10.4% to 9.8%. Our law firm recommends adopting the proposed settlement. There were no further questions, and the motion passed unanimously.

DELIBERATE AND ACT ON THE NOVEMBER 24, 2025, INVOICE LIST:  
Councilmember Chelette made a motion to deliberate and act on the November 24, 2025, invoice list, and Councilmember Holmes seconded.

INVOICES: City Manager Kevin Carruth presented invoices for payment totaling \$306,101.55 as follows:

1.	A&A Radiators	Radiator at Water Plant.	\$7,114.10
2.	Allco, Inc.	Wastewater Treatment Plants improvements ARPA	\$113,352.10
3.	City of Port Arthur	Sludge disposal for October 2025.	\$5,200.00
4.	CivicPlus	Social Media Archiving and Online Supplementation.	\$6,835.50
5.	Enterprise	Lease for City vehicles.	\$12,249.76
6.	Epic Engineering	Water/Waste Water SCADA and controls upgrade third payment.	\$103,425.72
7.	Republic Services	Dumpster services for October 2025.	\$10,255.29



8. Southern Tire Mart, LLC	Replacement of old tires on fleet.	\$5,798.48
9. Southern Tire Mart, LLC	Replacement of tires on front end loader.	\$6,186.60
10. T.R.E.S.	High service pump motor #5 with electrical work.	\$28,980.00
11. Tyler Technologies, Inc.	Printer and 2D imager.	\$6,704.00

Mayor Borne called for questions from Councilmembers, and Councilmember Holmes asked about social media archiving. City Manager Kevin Carruth stated that we are required to archive all of our social media postings because the Texas Open Records Act requires it, and the online supplementation is for our Ordinances. Mayor Borne then asked about the purchasing of tires and whether they are for the non-enterprise fleet vehicles, and Public Works Director Troy Foxworth stated that it is correct. Mayor Borne asked how many vehicles we replaced tires on, and Mr. Foxworth stated they were for the dump trucks and garbage trucks. Mayor Borne then wondered whether the front-end loader tires were just for the front-end loader, and Mr. Foxworth stated that they were. Councilmember Holmes asked about the 2D printer, and City Marshal Christopher Robin noted that it includes a ticket writer and the printer needs to be used. There were no further questions, and the motion passed unanimously.

CITY COUNCIL WILL HOLD AN EXECUTIVE SESSION PURSUANT TO THE PROVISIONS OF CHAPTER 551 OF THE TEXAS GOVERNMENT CODE, IN ACCORDANCE WITH THE AUTHORITY CONTAINED IN:

- A. SECTION 551.01 (1) (A) – CONSULTATION WITH ATTORNEY WHEN THE GOVERNMENTAL BODY SEEKS THE ADVICE OF ITS ATTORNEY ABOUT PENDING OR CONTEMPLATED LITIGATION.

The Council went into Executive Session at 6:59 p.m.

The Council reconvened into Open Session at 7:37 p.m.

Mayor Borne asked for Council comments, and Councilmember McAdams wished everyone a Happy Thanksgiving. Councilmember Holmes thanked the staff for all of



the legwork on the infrastructure items. Mayor Borne also thanked staff for working with Schneider and the City Council for the votes and for taking steps in the right direction to start repairing some of the infrastructure we so desperately need. Mayor Borne also thanked City Manager Kevin Carruth and City Clerk Clarissa Thibodeaux for their hard work.

There being no further business, the meeting was adjourned at 7:39 p.m.

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Mayor Borne

ATTEST:

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City Clerk



**City of Groves**  
**Agenda Item Information Form**

Council Meeting Date: 12/8/2025 Department: City Manager Agenda Item No. 9

Title for Item (same as to be placed on Agenda): Deliberate on vacancies and nominations for positions on the Planning and Zoning Commission and Zoning Board of Adjustment.

Party(ies) requesting placement of this item on the agenda: Kevin Carruth, City Manager

Submitted to City Manager's Office on: Date: 12/3/25 Time: 1:15 p.m. By: C. THIBODEAUX

Explanation of Item: Both the Planning and Zoning Commission and Zoning Board of Adjustment have multiple vacancies. Councilmembers need to solicit applications from eligible citizens for appointment at a future Council meeting (probably in January).

Deadline for Approval: Not an action item.

Staff Recommendation: N/A

Alternative (if any) for consideration: \_\_\_\_\_

Identify any attachments to this document: 1) Membership rosters of P&Z and ZBA; 2) Application for volunteer appointment.

Specific Council Action Requested: None (Information item only) ☒ X Motion \_\_\_\_\_

Ordinance – Number \_\_\_\_\_ Resolution – Number \_\_\_\_\_ Other – Specify: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Approved:  Date: 12/05/25  
Department Head City Manager

**FUNDING (IF APPLICABLE)**

Are sufficient funds specifically designated and currently available for this purpose? YES ☐ NO ☐  
If yes, specify account no. \_\_\_\_\_ If no, explain and identify intended funding source: \_\_\_\_\_

**PAYMENT REQUEST**

Amount of requested payment \$ \_\_\_\_\_ Cumulative total of payments to date for this project/item (if applicable): \$ \_\_\_\_\_ Balance due for this project/purchase (if applicable): \$ \_\_\_\_\_

**ACTION TAKEN BY COUNCIL**

APPROVED: ☐ NOT APPROVED: ☐ Any follow-up action required? YES ☐ NO ☐  
If yes, explain \_\_\_\_\_





# CITY OF GROVES ZONING BOARD OF ADJUSTMENT MEMBERS

Name	Position	Ward No.	First Appointment	Current Term End Date
Sidney Badon	Secretary	3	2022	April 28, 2027
Rawetts Baaheth, Sr.	Chairman	4	2024	April 28, 2027
James Carpenter	Member	3	2022	April 28, 2027
Bill Hartje	Member	2	2023	April 28, 2027
Jeremy Mitchell	Vice Chairman	2	2018	April 28, 2027

City of Groves

Revised 12/5/2025

**Zoning Board of Adjustment (ZBA)** – This committee is authorized by Sec. 11-100 of the Code of Ordinances and consists of five members and four alternates for terms of two years. Members of the ZBA shall:

1. Be citizens of the United States of America;
2. Be qualified voters of the State of Texas and the City of Groves;
3. Cannot be convicted of a felony while in office; and
4. Shall have resided within the corporate limits of the city for at least six months prior to appointment. The ZBA's purpose is to hear any person aggrieved, or any official or department of the government body of the city affected by any decision or judgment of the building official concerning the interpretation or administration of the zoning ordinance. The ZBA meets very infrequently on an as-needed basis.





# CITY OF GROVES PLANNING AND ZONING COMMISSION MEMBERS

Name	Position	Ward No.	First Appointment	Current Term End Date
Michael Campise	Secretary	3	2021	April 28, 2027
Chris Crain	Member	3	2011	April 28, 2027
Rodney Pacetti	Chairman	2	1999	April 28, 2027
Craig Plokhooy	Vice Chariman	2	2013	April 28, 2027
Brette Hagedorn	Alternate	1	2025	April 28, 2027

City of Groves

Revised 12/5/25

**Planning and Zoning Commission** – This commission was established in Article II of the Home Rule Charter. It consists of five regular members and two alternate members with two-year terms who meet monthly in addition to joint public hearings with the City Council, as needed. As required by Sec. 2-17 of the Code of Ordinances, members of the Commission shall:

1. Be citizens of the United States of America;
2. Be qualified voters of the State of Texas and the City of Groves;
3. Cannot be convicted of a felony while in office;
4. Shall have resided within the corporate limits of the city for at least six months prior to appointment; and
5. Must meet the same qualifications as a candidate for mayor and councilmember.

The commission's purpose is to make and recommend a master plan, as a whole or in parts, for the future development and redevelopment of the City. It also has the duty to review all current and proposed ordinances and amendments pertaining to planning and zoning and make recommendations to the City Council for action.



**Application for  
Volunteer Appointment**  
GEDC, Planning & Zoning Commission, and  
Zoning Board of Adjustment



**City  
Council**

The City of Groves relies on and benefits from engaged citizens. A constructive way for citizens to impact their community is to volunteer to serve on the Groves Economic Development Corporation, the Planning and Zoning Commission, or the Zoning Board of Adjustment. Descriptions of each entity and the requirements to serve can be found on the reverse side. If interested in serving, please complete this form and return it to the City Clerk.

ALL INFORMATION MUST BE FURNISHED TO BE CONSIDERED

**Area of Interest**

- ☐ Economic Development Corporation  
☐ Planning and Zoning Commission

- ☐ Zoning Board of Adjustment  
☐ Other \_\_\_\_\_

*(please specify)*

I have previously served on one or more of these committees: ☐ No ☐ If yes, which one(s)?:

- ☐ Economic Development Corporation  
☐ Planning and Zoning Commission

- ☐ Zoning Board of Adjustment  
☐ Other \_\_\_\_\_

*(please specify)*

I have previously attended one or more meetings of the entity for which I have applied: ☐ Yes ☐ No

**Applicant Information**

Name: \_\_\_\_\_ Age (Optional): \_\_\_\_\_

Home Address: \_\_\_\_\_ Ward No: ☐ 1 ☐ 2 ☐ 3 ☐ 4

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Business Address: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Resident of City for \_\_\_\_\_ years and \_\_\_\_\_ months Occupation: \_\_\_\_\_

Are You Registered to Vote? ☐ Yes – Voter Registration No.: \_\_\_\_\_ ☐ Not Registered

Education: ☐ High School ☐ Technical ☐ Undergraduate ☐ Graduate/Professional ☐ Other: \_\_\_\_\_

Special Knowledge or Experience Applicable to Volunteer Function *(attach additional information if needed):*

- ☐ Banking/Finance  
☐ Building/Construction  
☐ Business Development  
☐ Industrial Training  
☐ Law/Contract Administration

- ☐ Manufacturing/Industrial Operations  
☐ Promotion/Marketing  
☐ Real Estate/Development  
☐ Other: \_\_\_\_\_

**Certification:** I certify that I am qualified to serve on the selected entity and will attend, participate, and be a good steward and fiduciary for the City of Groves.

Date: \_\_\_\_\_ Applicant Signature: \_\_\_\_\_



## Statement of Interest

Briefly explain your interest in serving on the selected entity and why you would be a good choice.

## Descriptions of Volunteer Entities

**Groves Economic Development Corporation (GEDC)** – As stated in its Bylaws, GEDC is organized exclusively for the purpose of benefitting and accomplishing public purposes of the City of Groves by promoting, assisting, and enhancing the economic development activities for the City. Directors are fiduciaries and act in good faith, taking actions they reasonably believe to be in the best interests of the Corporation. There are seven Directors serving two-year terms and selected for the following qualifications:

1. Must have an interest in the work of the GEDC, special expertise, and civic service;
2. Must be residents of the City;
3. Each City Council Ward shall have at least one Director representing that Ward; and
4. A minimum of three Directors cannot be employees, officers, or members of the City Council.

The GEDC Board meets regularly once a month. Failure to attend three consecutive meetings may lead to resignation or removal.

**Planning and Zoning Commission** – This commission was established in Article II of the Home Rule Charter. It consists of five regular members and two alternate members with two-year terms who meet monthly in addition to joint public hearings with the City Council, as needed. As required by Sec. 2-17 of the Code of Ordinances, members of the Commission shall:

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5. Must meet the same qualifications as a candidate for mayor and councilmember.

The commission's purpose is to make and recommend a master plan, as a whole or in parts, for the future development and redevelopment of the City. It also has the duty to review all current and proposed ordinances and amendments pertaining to planning and zoning and make recommendations to the City Council for action.

**Zoning Board of Adjustment (ZBA)** – This committee is authorized by Sec. 11-100 of the Code of Ordinances and consists of five members and four alternates for terms of two years. Members of the ZBA shall:

1. Be citizens of the United States of America;
2. Be qualified voters of the State of Texas and the City of Groves;
3. Cannot be convicted of a felony while in office; and
4. Shall have resided within the corporate limits of the city for at least six months prior to appointment.

The ZBA's purpose is to hear any person aggrieved, or any official or department of the government body of the City, affected by any decision or judgment of the building official concerning the interpretation or administration of the zoning ordinance. The ZBA meets very infrequently on an as-needed basis.

## PLEASE RETURN THE COMPLETED FORM TO THE CITY CLERK'S OFFICE

Email to: [cthibodeaux@cigrovestx.com](mailto:cthibodeaux@cigrovestx.com) or drop off/mail to 3947 Lincoln Avenue, TX, 77619.



**City of Groves**  
**Agenda Item Information Form**

Council Meeting Date: 12/8/2025 Department: City Manager Agenda Item No. 10

Title for Item (same as to be placed on Agenda): Deliberate and act to approve the dates and times for future City Council Meetings.

Party(ies) requesting placement of this item on the agenda: Kevin Carruth, City Manager

Submitted to City Manager's Office on: Date: 12/3/25 Time: 2:00 p.m. By: C. THIBODEAUX

Explanation of Item: See accompanying memo.

Deadline for Approval: Immediately.

Staff Recommendation: Staff recommends City Council adopt a regular meeting schedule of second and fourth Monday's beginning at 5:00 p.m., and cancelling the May 25 and December 28, 2026, meetings, as presented.

Alternative (if any) for consideration: See accompanying memo.

Identify any attachments to this document: \_\_\_\_\_

Specific Council Action Requested: None (Information item only) \_\_\_\_\_ Motion X  
Ordinance – Number \_\_\_\_\_ Resolution – Number \_\_\_\_\_ Other – Specify: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Approved: [Signature] Date: 12/05/25  
Department Head City Manager

**FUNDING (IF APPLICABLE)**

Are sufficient funds specifically designated and currently available for this purpose? YES ☐ NO ☐  
If yes, specify account no. \_\_\_\_\_ If no, explain and identify intended funding source: \_\_\_\_\_

**PAYMENT REQUEST**

Amount of requested payment \$ \_\_\_\_\_ Cumulative total of payments to date for this project/item  
(if applicable): \$ \_\_\_\_\_ Balance due for this project/purchase (if applicable): \$ \_\_\_\_\_

**ACTION TAKEN BY COUNCIL**

APPROVED: ☐ NOT APPROVED: ☐ Any follow-up action required? YES ☐ NO ☐  
If yes, explain \_\_\_\_\_

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## MEMORANDUM

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To: Mayor and City Council  
From: City Manager Kevin Carruth *KC*  
Date: December 5, 2025  
Re: 2026 City Council Meeting Days and Times

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### **Background**

Section 7 of the Groves City Charter requires that the City Council “shall meet as they deem necessary but at least one (1) time each month.” Section 2.b. of the Council Decorum and Procedures Policy authorizes the Council to establish the annual meeting schedule.

The City Council has historically met on Mondays since at least 2002. In 2025, the Council transitioned from an alternating 5:00 p.m. Monday schedule to meetings on the second and fourth Mondays of each month, also at 5:00 p.m. There were no complaints or issues arising from the reduction from 26 regular meetings to 24.

### **Staff Recommendation**

Staff recommends the cancellation of two regularly scheduled City Council meetings in 2026 due to holiday timing and anticipated minimal necessity:

1. **Monday, May 25, 2026** (Memorial Day)
  - This date is a City holiday.
  - If a second May meeting becomes necessary, a special meeting may be called.
  - Additionally, staff anticipates multiple special meetings during June due to the FY 2026–2027 budget process.
2. **Monday, December 28, 2026** (week between Christmas and New Year’s)
  - This meeting customarily carries a lighter workload.
  - Numerous Council Members and staff typically take leave during this week.

Council action is requested to formally approve the cancellation of these two meeting dates and authorize staff to amend the City’s official 2026 meeting calendar accordingly.

Please refer to the attached 2026 City Council Calendar for all scheduled City Council, Economic Development Corporation, and City holiday dates.



# 2026 CITY OF GROVES MEETING CALENDAR

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Legend: Holiday/Economic Development Corporation/City Council

Revised 12/05/25

**City of Groves**  
**Agenda Item Information Form**

Council Meeting Date: 12/8/2025 Department: City Manager Agenda Item No. 11

Title for Item (same as to be placed on Agenda): Deliberate and act on a General Land Office Community Development Block Grant Mitigation Program Resilient Communities Program Contract for Mitigation Funding and authorizing the City Manager to negotiate and execute all necessary documents.

Party(ies) requesting placement of this item on the agenda: Kevin Carruth, City Manager

Submitted to City Manager's Office on: Date: 12/3/25 Time: 1:15 p.m. By: C. THIBODEAUX

Explanation of Item: Execution of the accompanying agreement is the next step in the \$250,000 grant for a Comprehensive Plan. No match required.

Deadline for Approval: 12/08/25

Staff Recommendation: Staff recommends that the Council approve the contract with the General Land Office CFBG Mitigation Program Resilient Communities Program for \$250,000 in mitigation funding and

authorizing the City Manager to negotiate and execute all necessary documents, as presented.

Alternative (if any) for consideration: None.

Identify any attachments to this document: GLO Contract.

Minutes.

Specific Council Action Requested: None (Information item only) Motion X

Ordinance – Number \_\_\_\_\_ Resolution – Number \_\_\_\_\_ Other – Specify: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Approved:  Date: 12/04/25  
Department Head City Manager

**FUNDING (IF APPLICABLE)**

Are sufficient funds specifically designated and currently available for this purpose? YES ☐ NO ☐  
If yes, specify account no. \_\_\_\_\_ If no, explain and identify intended funding source: \_\_\_\_\_

**PAYMENT REQUEST**

Amount of requested payment \$ \_\_\_\_\_ Cumulative total of payments to date for this project/item (if applicable): \$ \_\_\_\_\_  
Balance due for this project/purchase (if applicable): \$ \_\_\_\_\_

**ACTION TAKEN BY COUNCIL**

APPROVED: ☐ NOT APPROVED: ☐ Any follow-up action required? YES ☐ NO ☐  
If yes, explain \_\_\_\_\_





**GLO CONTRACT NO. 23-160-138-F544**  
**COMMUNITY DEVELOPMENT BLOCK GRANT MITIGATION PROGRAM**  
**RESILIENT COMMUNITIES PROGRAM**  
**NON-RESEARCH & DEVELOPMENT**  
**MITIGATION FUNDING**

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF GROVES**, Texas Identification Number (TIN) **17460125937** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

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

**ARTICLE I - GENERAL PROVISIONS**

**1.01 SCOPE OF PROJECT AND SUBAWARD**

**(a) Scope of Project**

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Planning 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 **\$250,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

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

**1.02 CONTRACT DOCUMENTS**

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

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** GLO Information Security Appendix
- ATTACHMENT F:** Contract Reporting Template

**1.03 GUIDANCE DOCUMENTS**

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

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) Other guidance posted at <https://recovery.texas.gov/action-plans/mitigation/index.html>;
- (e) Other guidance posted at <https://recovery.texas.gov/mitigation/programs/resilient-communities-program/index.html>; and
- (f) Other guidance posted at: <https://www.hudexchange.info/>.

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



#### 1.04 DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

“CDBG-MIT” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

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

“Comprehensive Plan” means a document that formalizes community goals and aspirations into actionable policies that govern the growth of a community, specifically what types of buildings can be built and where.

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

“Contract Documents” means the documents listed in **Section 1.02**.

“Contract Period” means the period of time between the effective date of the Contract and its expiration or termination date.

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

“Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$10,000, as defined at 2 C.F.R. § 200.1.

“Event of Default” means the occurrence of any of the events set forth in **Section 3.03**, herein.

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

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

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

“Flood Damage Protection Ordinance” means the regulatory framework through which a community controls and manages flood risks within its jurisdiction.

“GAAP” means “generally accepted accounting principles.”

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

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

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

“GLO Implementation Manual” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and



procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

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

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

“Guidance Documents” means the documents referenced in **Section 1.03**.

“Hazard Mitigation Plan” means a comprehensive document, developed by a community and approved by FEMA, that contains detailed information about the types of natural hazards a community faces and the actions a community can take to reduce their vulnerability to these natural hazards before they strike.

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

“In-House Work Plan” means a plan developed for each selected Project Activity that includes, at a minimum, the Activity objective, a timeline with significant milestones such as community meetings, draft plans, written approval of the Activity, and a list of the department and staff responsible for the Activity tasks. In-House Work Plans will be outlined by the Grant Manager in the grant kick off meeting with Subrecipient and plan requirements written into the RCP standard operating procedures and the RCP Application Guide when those documents are created and updated.

“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.

“Land-Use Plan” means a document that formalizes the regulatory framework through which a community controls and manages land usage within its jurisdiction.

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

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

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

“Program” means the CDBG-MIT program, administered by HUD and the GLO.

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

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

“Resilient Communities Program” or “RCP” means the program administered by the GLO through which funds are awarded to Subrecipients to assist them in developing, updating, adopting, and implementing modern and resilient codes, plans, and ordinances to ensure that structures built within Subrecipient’s community can withstand future hazards.

“Resilient Communities Program Application Guide” or “RCP Application Guide” means the GLO’s guidance document that outlines the program requirements of the GLO’s RCP.

“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 the RCP Application Guide or by the Grant Manager 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 Groves, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency. Subrecipient may also be referred to as “Provider” herein.

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

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

“U.S.C.” means the United States Code.

“Zoning Ordinance” means a regulatory framework through which a community may control and manage how property in specific geographic zones can be used.

## **1.05 INTERPRETIVE PROVISIONS**

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation, ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.



- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment B**; **Attachment C**; **Attachment E**; **Attachment F**; 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, EXPENDITURES, AND PROGRAM INCOME**

### **2.01 REIMBURSEMENT REQUESTS**

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

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

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

## 2.02 TIMELY EXPENDITURES

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

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

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

## 2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

## **ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT**

### 3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **February 28, 2029**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period for up to two (2) additional one-year terms. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**



### **3.02 EARLY TERMINATION**

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

### **3.03 EVENTS OF DEFAULT**

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

### **3.04 REMEDIES; NO WAIVER**

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

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

### **3.05 REVERSION OF ASSETS**

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

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24

C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

#### ARTICLE IV - CONTRACT ADMINISTRATION

##### **4.01 SUBMISSIONS – GENERALLY**

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

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

**(a) Start-Up Documentation**

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

**(b) Audit Certification Form**

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

**(c) Other Forms**

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

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient must execute Standard Form 424B, Federal Assurances for Non-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 REPORTING REQUIREMENTS**

Subrecipient shall submit any requested reports to the GLO through the TIGR system as prescribed in **Attachment A** or as specified by the GLO Grant Manager.

#### **4.03 HUD CONTRACT REPORTING REQUIREMENT**

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment F** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT 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 Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018) (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, and 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.). The fulfillment of this Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. **All funds disbursed under this Contract are subject to recapture and repayment for non-compliance.**
- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID). Subrecipient must report its UEID to the GLO for use in various reporting documents.** A UEID may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

## **5.02 STATE FUNDING**

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

## **5.03 RECAPTURE OF FUNDS**

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

## **5.04 OVERPAYMENT AND DISALLOWED COSTS**

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

## **ARTICLE VI - INTELLECTUAL PROPERTY**

### **6.01 OWNERSHIP AND USE**

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



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

#### **6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES**

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

#### **6.03 DISCLAIMER REQUIRED**

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

### **ARTICLE VII - RECORDS, AUDIT, AND RETENTION**

#### **7.01 BOOKS AND RECORDS**

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

#### **7.02 INSPECTION AND AUDIT**

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

and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.

- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

### 7.03 PERIOD OF RETENTION

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

## **ARTICLE VIII - MISCELLANEOUS PROVISIONS**

### 8.01 LEGAL OBLIGATIONS

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



## 8.02 INDEMNITY

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

## 8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**

## 8.04 ASSIGNMENT AND SUBCONTRACTS

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

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

## **8.05 PROCUREMENT**

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

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

## **8.06 CHILD SUPPORT OBLIGATION**

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant 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. 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."

## **8.07 SUBAWARD AND SUBCONTRACT MONITORING**

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

## **8.08 EQUIPMENT AND COMPUTER SOFTWARE**

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

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT or (b) retained by Subrecipient after compensating the GLO an amount equal to the current



fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

#### **8.09 COMMUNICATION WITH THIRD PARTIES**

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

#### **8.10 RELATIONSHIP OF THE PARTIES**

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

#### **8.11 COMPLIANCE WITH OTHER LAWS**

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, and D**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

#### **8.12 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 North Congress Avenue, 7<sup>th</sup> Floor  
Austin, Texas 78701  
Attention: Contract Management Department

**Subrecipient**

City of Groves  
3947 Lincoln Avenue  
Groves, Texas 77619  
Attention: Kevin Carruth

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

**8.13 GOVERNING LAW AND VENUE**

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

**8.14 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.

**8.15 DISPUTE RESOLUTION**

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



## **8.16 CONFIDENTIALITY**

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

## **8.17 PUBLIC RECORDS**

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

## **8.18 AMENDMENTS TO THE CONTRACT**

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall issue a closeout letter pursuant to **Section 8.24**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO's Contract Management Department for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures. In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a Revision or Technical Guidance Letter



unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

#### **8.19 ENTIRE CONTRACT AND MODIFICATIONS**

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

#### **8.20 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. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

#### **8.21 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.

#### **8.22 SURVIVAL**

The provisions of Articles V, VI, and VII and Sections 1.01, 1.03, 2.02, 2.03, 3.02, 3.04, 3.05, 8.03, 8.04, 8.10, 8.11, 8.12, 8.13, 8.14, 8.16, 8.17, 8.18, 8.19, 8.23, 8.24, and 8.29 of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

#### **8.23 CONTRACT CLOSEOUT**

Upon completion of all Activities required for the Contract and submittal of the final reimbursement request, the GLO will close the contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

**SUBRECIPIENT SHALL SUBMIT A FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO PRIOR TO CONTRACT EXPIRATION OR WITHIN THIRTY (30) DAYS OF CONTRACT TERMINATION OR AT THE CONCLUSION OF ALL CONTRACT ACTIVITIES, WHICHEVER OCCURS FIRST. FAILURE TO SUBMIT THE FINAL BUDGET AND ACTUAL EXPENDITURES TO THE GLO IN ACCORDANCE WITH THIS SECTION MAY RESULT IN FORFEITURE AND**



**DE-OBLIGATION OF ALL REMAINING UNREQUESTED FUNDS, AT THE GLO'S SOLE DISCRETION.**

The GLO will provide Subrecipient an official grant closeout letter upon satisfaction of all Project requirements.

**8.24 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 *de minimis* indirect cost rate shall be set according to 2 C.F.R. § 200.414(f).

**8.25 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.
- (c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

**8.26 FORCE MAJEURE**

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and, if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more

than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

#### **8.27 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS**

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient.
- (b) Complaint Procedures: Subrecipient must prepare as part of its Start Up Documentation and maintain written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Subrecipient shall timely respond to all submitted, written citizen complaints, in accordance with its published complaint procedures. Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any complaints, responses to complaints, and technical assistance requested and/or provided.

#### **8.28 PREFERENCE AND PROCUREMENT OF MATERIALS**

To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:

- (a) competitively within a timeframe allowing compliance with the Contract's performance schedule;
- (b) in a way that meets the Contract's performance requirements; or
- (c) at a reasonable price.

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

#### **8.29 INFORMATION AND DATA SECURITY STANDARDS**

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

#### **8.30 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)**

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section



2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

**8.31 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS**

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

**8.32 LIMITATIONS ON GRANT EXPENDITURE**

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

**8.33 LOBBYING EXPENDITURE RESTRICTION**

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

**8.34 OPEN MEETINGS**

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

**8.35 POLITICAL POLLING PROHIBITION**

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

**8.36 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT**

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of credible

evidence of violations of federal criminal law involving fraud, conflict of interest, bribery, and gratuity and the reporting of matters related to recipient integrity and performance.

**8.37 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**



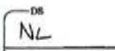
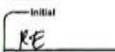
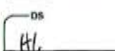
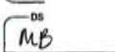
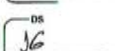
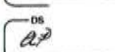
**SIGNATURE PAGE FOR GLO CONTRACT NO. 23-160-138-F544  
RESILIENT COMMUNITIES PROGRAM SUBRECIPIENT AGREEMENT**

**GENERAL LAND OFFICE**

**CITY OF GROVES**

\_\_\_\_\_  
Jennifer G. Jones  
Chief Clerk and Deputy Land Commissioner  
Date of execution: \_\_\_\_\_

\_\_\_\_\_  
By: Kevin Carruth  
Title: \_\_\_\_\_  
Date of execution: \_\_\_\_\_

OGC   
PM   
SDD   
DGC   
GC   
DCC 

**ATTACHED TO THIS CONTRACT:**

**ATTACHMENT A:** Performance Statement, Budget, and Benchmarks

**ATTACHMENT B:** Federal Assurances and Certifications

**ATTACHMENT C:** General Affirmations

**ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations

**ATTACHMENT E:** GLO Information Security Appendix

**ATTACHMENT F:** Contract Reporting Template

**ATTACHMENTS FOLLOW**

**THE CITY OF GROVES**  
**23-160-138-F544****PERFORMANCE STATEMENT**

The Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123, approved February 9, 2018), made available \$12 billion in Community Development Block Grant – Mitigation (“CDBG-MIT”) for mitigation Activities for areas impacted by disasters occurring in 2015, 2016, and 2017. CDBG-MIT funds provide an opportunity for communities to carry out strategic and high-impact Activities to mitigate disaster risks and reduce the potential for future losses in areas impacted by recent disasters.

The Resilient Communities Program (“RCP”) funds CDBG-MIT Activities that work to increase a community’s resilience to disasters and reduce or eliminate the impact of future disasters. RCP provides aid to the most impacted and distressed (MID) areas covered in the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan as designated by the U.S Department of Housing and Urban Development (HUD).

Subrecipient shall perform, or cause to be performed, the Activities identified herein for the target area specified in its approved RCP Grant Application: Develop and Adopt Comprehensive Plan.

Subrecipient shall carry out the following Planning Activities in strict accordance with the terms of Subrecipient’s GLO-approved Project guidelines, the terms of this Contract and all Attachments, and the requirements of the GLO Implementation Manual and the RCP Application Guide, as each may be amended over time. Each of these documents is incorporated by reference into this Contract.

The grant total is \$250,000.00. 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).

**PROJECT DESCRIPTION**

Subrecipient shall conduct the following Planning Activities according to the requirements set forth below and in the RCP Application Guide. Subrecipient’s Planning Activities performed under this Contract will result in the development and formal adoption by Subrecipient of plans, codes, and/or ordinances.

**Comprehensive Plan**

Subrecipient shall develop and adopt a Comprehensive Plan that must include, at a minimum, the following elements for all base studies.

- Identification of local hazard risk(s), aligning with Subrecipient’s local hazard mitigation plan, if one exists.
- Population study providing an estimate of the current population and projection for population increase over the next 20 years.
- Housing study describing the composition of the existing housing stock (including total number of units, number of single family and multifamily units, and vacancy rates) and a projection for the number of future housing units needed ten (10) years from the date of the plan, including the composition of said units (e.g., single family, multifamily).



- Land Use Plan or study that formalizes long-term community goals into governing policies describing the land use of every parcel within the jurisdiction and including a future land use map that accounts for future population changes. The Land Use Plan shall describe the location and types of structures that may be built within a given jurisdictional area and may serve as guidance document for the development of local codes and zoning ordinances or equivalent enforcement mechanisms. The Land Use Plan shall contain, at a minimum, the following:
  - 1) An integration of relevant portions of an applicable local hazard mitigation plan, if one exists;
  - 2) Identification of local hazard risks;
  - 3) Explanation of how the plan mitigates the identified local hazard risks; and
  - 4) Zoning ordinances or equivalent enforcing regulations or code provisions that codify the plan upon adoption by the applicable governmental entity.
- Infrastructure study that describes the water, wastewater, drainage, and streets systems, including length, width, materials, and condition or age (if available), as well as a capital improvement plan with proposed prioritized improvements to those systems.
- Additional studies (e.g., environmental, economic, etc.) may also be included.
- Zoning Ordinance(s), or similar governing regulation(s) or code provision(s), to support the adoption of the Comprehensive Plan. Each Zoning Ordinance or equivalent enforcing regulation or code provision, as applicable, will establish the set of regulations that define how the real property identified therein may be used and the type(s) of construction that may occur on said real property.

Adoption of the Comprehensive Plan and associated Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s) must be completed within 30 months of Contract execution. If Subrecipient fails to formally adopt the Comprehensive Plan and associated Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s), as applicable, within the prescribed period, all funds drawn by Subrecipient relating to efforts supporting the development and adoption of the Comprehensive Plan will be subject to recapture by the GLO. At a minimum, supporting Comprehensive Plan documentation submitted to the GLO must include resolutions from the applicable governing body documenting the adoption of the Comprehensive Plan and associated Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s).

### **MILESTONES**

Subrecipients may draw funds in accordance with the table(s) below subject to completion of the described milestones, as determined by the GLO. Subrecipient may draw up to, but not exceed, the identified percentage of the associated Activity line-item amount in the Project Budget until stated Deliverable(s) and reimbursement requests are submitted to and approved by the GLO.

### Comprehensive Plan

<b>Milestones</b>	<b>Not-to-Exceed Percentage of Activity Line-Item Amount in Budget</b>
GLO approval of: <ul style="list-style-type: none"> <li>Start Up Documentation</li> <li>Procurement documentation / In-House Work Plan</li> </ul>	0-5%
GLO approval of: <ul style="list-style-type: none"> <li>Assessment of current Comprehensive Plans</li> <li>Base studies</li> <li>Docs - 1st round of public meetings</li> <li>Draft Goals/Objectives/Policies</li> </ul>	5.01-35%
GLO approval of: <ul style="list-style-type: none"> <li>Docs - 2nd round of public meetings</li> <li>Preliminary Draft Comprehensive Plan</li> </ul>	35.01-65%
GLO approval of: <ul style="list-style-type: none"> <li>Docs - 3rd round of public meetings</li> <li>Adopted Comprehensive Plan, includes adoption of Land Use Plan</li> <li>Adopted Zoning Ordinance(s) or equivalent enforcing regulation(s) or code provision(s)</li> <li>Evidence of adoption by jurisdiction</li> </ul>	65.01 – 95%
GLO approval of: <ul style="list-style-type: none"> <li>Grant closeout documents (including Grant Completion Report)</li> </ul>	95.01-100%

### BUDGET

<b>HUD ACTIVITY TYPE</b>	<b>GRANT AMOUNT</b>	<b>OTHER FUNDS</b>	<b>TOTAL</b>
Comprehensive Plan	\$250,000.00	\$0.00	\$250,000.00
<b>TOTAL</b>	<b>\$250,000.00</b>	<b>\$0.00</b>	<b>\$250,000.00</b>



**ASSURANCES – NON-CONSTRUCTION PROGRAMS**OMB Approval No. 4040-0007  
Expiration Date: 07/31/2028

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 (0348-0040), 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 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 cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. 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.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. 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).
6. Will comply with all Federal statutes relating to nondiscrimination. 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 nondiscrimination 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.
7. 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 or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with 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.



9. 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.
10. Will comply, if applicable, 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.
11. 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).
12. 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.
13. 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.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. 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.
17. 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."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
19. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

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

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



**CERTIFICATION REGARDING LOBBYING  
COMPLIANT WITH APPENDIX A TO 24 C.F.R. PART 87\****Certification for Contracts, Grants, Loans, and Cooperative Agreements:*

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

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

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

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

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

*Statement for Loan Guarantees and Loan Insurance:*

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

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

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

City of Groves

23-160-138-F544

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

Kevin Carruth

SIGNATURE

DATE

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

**Disclosure of Lobbying Activities**Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)OMB Number: 4040-0013  
Expiration Date: 06/30/2028

<b>1. *Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. *Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. *Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee *Name: _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____ Congressional District, if known: _____		
<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>   		
<b>6. Federal Department/Agency:</b>  	<b>7. Federal Program Name/Description:</b>  Assistance Listing Number, if applicable: ____	
<b>8. Federal Action Number, if known:</b>  	<b>9. Award Amount, if known:</b> \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
<b>b. Individual Performing Services (including address if different from No. 10a)</b> Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ *Street 1: _____ Street 2: _____ *City: _____ State: _____ Zip: _____		
<b>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.</b>  *Signature: _____  *Name: Prefix _____ *First Name _____ Middle Name _____ *Last Name _____ Suffix _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>		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.

Federal Agency Form Instructions Form Identifiers	Information
Agency Owner	Grants.gov
Form Name	Disclosure of Lobbying Activities (SF-LLL)
Form Version Number	2.0
OMB Number	4040-0013
OMB Expiration Date	06/30/2028

Field Number	Field Name	Required or Optional	Information
1.	*Type of Federal Action:	Required	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. This field is required.
2.	*Status of Federal Action	Required	Identify the status of the covered Federal action. This field is required.
2-a.	a. Bid/Offer/ Application	Check if applicable	Click if the Status of Federal Action is a bid, an offer or an application.
2-b.	b. Initial Award	Check if applicable	Click if the Status of Federal Action is an initial award.
2-c.	c. Post-Award	Check if applicable	Click if the Status of Federal Action is a post-award.
3.0	*Report Type	Required	Identify the appropriate classification of this report.
3-a.	a. Initial filing	Check if applicable	Check if Initial filing.
3-b.	b. Material change	Check if applicable	If this is a follow up 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 previously submitted report by this reporting entity for this covered Federal action. This field is required.
	Material Change Year	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the year in which the change occurred.
	Material Change Quarter	Conditionally Required	If this is a follow up report caused by a material change to the information previously reported, enter the quarter in which the change occurred.
	Material Change Date of Last Report	Conditionally Required	Enter the date of the previously submitted report by this reporting entity for this covered Federal action.
4.	Name and Address of Reporting Entity	Required	Provide the information for Name and Address of Reporting Entity.
	Prime	Check if applicable	Click to designate the organization filing the report as the Prime Federal recipient.
	Subawardee	Check if applicable	Click to designate the organization filing the report as the SubAwardee Federal recipient. Sub-awards include but are not limited to subcontracts, subgrants and contract awards under grants.
	Tier if known:	Optional	Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier.
	Name	Required	Enter the name of reporting entity. This field is required
	Street 1	Required	Enter Street 1 of the reporting entity. This field is required.
	Street 2	Optional	Enter Street 2 of the reporting entity.
	City	Required	Enter City of the reporting entity This field is required.
	State	Required	Enter the state of the reporting entity. This field is required
	ZIP	Required	Enter the ZIP of the reporting entity. This field is required
	Congressional District, if known	Optional	Enter the primary Congressional District of the reporting entity. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
5.	If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime	Conditionally Required	If Reporting Entity in No. 4 is Subawardee, provide the information for the Name and Address of Prime
	Name	Required	If the organization filing the report in item 4, checks "Subawardee", enter the full name of the prime Federal recipient.
	Street 1	Required	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.



	Street 2	Optional	If the organization filing the report in item 4, checks "Subawardee", enter the address of the prime Federal recipient.
	City	Required	If the organization filing the report in item 4, checks "Subawardee", enter the city of the prime Federal recipient.
	State	Required	If the organization filing the report in item 4, checks "Subawardee", select the appropriate state from this pull down menu.
	ZIP	Required	Enter the ZIP of Prime. This field is required
	Congressional District, if known	Optional	Enter the Congressional District of Prime. Enter in the following format: 2 character state abbreviation – 3 characters district number, e.g., CA-005 for California 5th district, CA-012 for California 12th district, NC-103 for North Carolina's 103rd district.
6.	Federal Department /Agency	Required	Enter the name of the Federal Department or Agency making the award or loan commitment. This field is required.
7.	Assistance Listing Number:	Required	Enter the full Assistance Listing Number for grants, cooperative agreements, loans and loan commitments. Pre-populated from SF-424 if using Grants.gov.
	Assistance Listing Title:	Required	Enter the Federal program name or description for the covered Federal action. Pre-populated from SF-424 if using Grants.gov.
8.	Federal Action Number	Optional	Enter the most appropriate Federal identifying number available for the Federal action, identified in item 1 (e.g., Request for Proposal (RFP) number, invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/ proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9.	Award Amount	Optional	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 of the prime entity identified in item 4 or 5.
10.a.	Name And Address of Lobbying Registrant	Required	Provide the information for the Name and Address of Lobbying Registrant.
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Lobbying Registrant.
	First Name	Required	Enter the first name of Lobbying Registrant. This field is required.
	Middle Name	Optional	Enter the middle name of Lobbying Registrant.
	Last Name	Required	Enter the last name of Lobbying Registrant. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Lobbying Registrant.
	Street 1	Required	Enter the first line of street address for the Lobbying Registrant.
	Street 2	Optional	Enter the second line of street address for the Lobbying Registrant.
	City	Required	Enter the city of the Lobbying Registrant.
	State	Required	Select the appropriate state of the Lobbying Registrant.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Lobbying Registrant.
10.b.	Individual Performing Services	Required	Provide the information for Individual Performing Services
	Prefix	Optional	Enter the prefix (e.g., Mr., Mrs., Miss), if appropriate, for the Individual Performing Services.
	First Name	Required	Enter the first name of the Individual Performing Services. This field is required.
	Middle Name	Optional	Enter the middle name of the Individual Performing Services.
	Last Name	Required	Enter the last name of the Individual Performing Services. This field is required.
	Suffix	Optional	Enter the suffix (e.g., Jr. Sr., PhD), if appropriate, for the Individual Performing Services.
	Street 1	Required	Enter the first line of street address for the Individual Performing Services.
	Street 2	Optional	Enter the second line of street address for the Individual Performing Services.
	City	Required	Enter the city of the Individual Performing Services.
	State	Required	Select the state for the address of the Individual Performing Services from this pull down menu.
	ZIP Code	Required	Enter the Zip Code (or ZIP+4) of the Individual Performing Services.

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, Washington, DC 20503.



**GENERAL AFFIRMATIONS**

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

1. Subrecipient represents and warrants that, in accordance with Section 2155.005 of the Texas Government Code, neither Subrecipient nor the firm, corporation, partnership, or institution represented by Subrecipient, or anyone acting for such a firm, corporation, partnership, or institution has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws, or (2) communicated directly or indirectly the contents of this Contract or any solicitation response upon which this Contract is based to any competitor or any other person engaged in the same line of business as Subrecipient.\*
2. Subrecipient shall not assign its rights under the Contract or delegate the performance of its duties under the Contract without prior written approval from the GLO. Any attempted assignment or delegation in violation of this provision is void and without effect. This provision does not apply to subcontracting.
3. If the Contract is for services, Subrecipient shall comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts, but for contracts subject to 2 C.F.R. 200, only to the extent such compliance is consistent with 2 C.F.R. 200.319.
4. 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, in addition to other remedies set out in Section 231.006(f) of the Family Code.\*
5. 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.\*
6. If the Contract is for a "cloud computing service" as defined by Texas Government Code Section 2157.007, then pursuant to Section 2054.0593(d)-(f) of the Texas Government Code, relating to cloud computing state risk and authorization management program, Subrecipient represents and warrants that it complies with the requirements of the state risk and authorization management program and Subrecipient agrees that throughout the term of the Contract it shall maintain its certifications and comply with the program requirements in the performance of the Contract.
7. 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.
8. If the Contract authorizes Subrecipient to access, transmit, use, or store data for the GLO, then in accordance with Section 2054.138 of the Texas Government Code, Subrecipient certifies that it will comply with the security controls required under this Contract and will

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maintain records and make them available to the GLO as evidence of Subrecipient's compliance with the required controls.

9. 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.
10. Subrecipient agrees that any payments due under the Contract shall be applied towards any debt or delinquency that is owed by Subrecipient to the State of Texas.
11. Upon request of the GLO, Subrecipient shall provide copies of its most recent business continuity and disaster recovery plans.
12. 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.\*
13. If the Contract is not for architecture, engineering, or construction services, then except as otherwise provided by statute, rule, or regulation, Subrecipient must use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve any dispute arising under the Contract. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
14. If the Contract is for architecture, engineering, or construction services, then subject to Texas Government Code Section 2260.002 and Texas Civil Practice and Remedies Code Chapter 114, and except as otherwise provided by statute, rule, or regulation, Subrecipient shall use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Except as otherwise provided by statute, rule, or regulation, in accordance with the Texas Civil Practice and Remedies Code, Section 114.005, claims encompassed by Texas Government Code, Section 2260.002(3) and Texas Civil Practice and Remedies Code Section 114.002 shall be governed by the dispute resolution process set forth below in subsections (a)-(d). **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO OR, IF APPLICABLE, OF GOVERNMENTAL IMMUNITY BY SUBRECIPIENT.**
  - a. Notwithstanding Texas Government Code, Chapter 2260.002(3) and Chapter 114.012 and any other statute or applicable law, if Subrecipient's claim for breach of contract cannot be resolved by the Parties in the ordinary course of business, Subrecipient may make a claim against the GLO for breach of contract and the GLO may assert a counterclaim against Subrecipient as is contemplated by Texas Government Code, Chapter 2260, Subchapter B. In such event, Subrecipient must provide written notice to the GLO of a claim for breach of the Contract not later than the 180th day after the date

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of the event giving rise to the claim. The notice must state with particularity: (1) the nature of the alleged breach; (2) the amount Subrecipient seeks as damages; and (3) the legal theory of recovery.

- b. The chief administrative officer, or if designated in the Contract, another officer of the GLO, shall examine the claim and any counterclaim and negotiate with Subrecipient in an effort to resolve them. The negotiation must begin no later than the 120th day after the date the claim is received, as is contemplated by Texas Government Code, Chapter 2260, Section 2260.052.
  - c. If the negotiation under paragraph (b) above results in the resolution of some disputed issues by agreement or in a settlement, the Parties shall reduce the agreement or settlement to writing and each Party shall sign the agreement or settlement. A partial settlement or resolution of a claim does not waive a Party's rights under this Contract as to the parts of the claim that are not resolved.
  - d. If a claim is not entirely resolved under paragraph (b) above, on or before the 270th day after the date the claim is filed with the GLO, unless the Parties agree in writing to an extension of time, the Parties may agree to mediate a claim made under this dispute resolution procedure. This dispute resolution procedure is Subrecipient's sole and exclusive process for seeking a remedy for an alleged breach of contract by the GLO if the Parties are unable to resolve their disputes as described in this section.
  - e. Nothing in the Contract shall be construed as a waiver of the state's or the GLO's sovereign immunity, or, if applicable, the governmental immunity of Subrecipient. This Contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the State of Texas or Subrecipient. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to the State of Texas or, if applicable, of Subrecipient under this Contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies or immunities or be considered as a basis for estoppel. The GLO does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the GLO, prior to or subsequent to entering into this Contract. Subrecipient does not waive any privileges, rights, defenses, or immunities available to it by entering into this Contract or by its conduct, or by the conduct of any representative of the Subrecipient, 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.
15. If Chapter 2271 of the Texas Government Code applies to this Contract, Subrecipient verifies that it does not boycott Israel and will not boycott Israel during the term of the Contract.\*
16. 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

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Contract are subject to the availability of funds. If such funds are not appropriated or become unavailable, the GLO may terminate the Contract. The Contract shall not be construed as creating a debt on behalf of the GLO in violation of Article III, Section 49a of the Texas Constitution.

17. Subrecipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
18. 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.
19. 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.
20. 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.\*
21. In accordance with Section 2252.901 of the Texas Government Code, for the categories of contracts listed in that section, Subrecipient represents and warrants that none of its employees including, but not limited to, those authorized to provide services under the contract, were employees of the GLO during the twelve (12) month period immediately prior to the date of execution of the contract. Solely for professional services contracts as described by Chapter 2254 of the Texas Government Code, Subrecipient further represents and warrants that if a former employee of the GLO was employed by Subrecipient within one year of the employee's leaving the GLO, then such employee will not perform services on projects with Subrecipient that the employee worked on while employed by the GLO.\*
22. The Contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the Contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to any Party.
23. 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

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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.\*

24. 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 SUBRECIPIENT 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.\*
25. 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,

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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.\*

26. Subrecipient has disclosed in writing to the GLO all existing or known potential conflicts of interest relative to the performance of the Contract.
27. 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.\*
28. 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.
29. 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.\*
30. 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

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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.

31. 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.
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 shall post this Contract to the GLO's website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the "PIA"), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the "Attorney General"). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. In accordance with Section 2252.907 of the Texas Government Code, Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (".pdf") format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as "confidential" or a "trade secret," Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO's Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to [PIALegal@glo.texas.gov](mailto:PIALegal@glo.texas.gov). If a request for information was not written, Subrecipient shall forward the third party's contact information to the above-designated e-mail address.

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35. 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 must report any possible fraud, waste, or abuse that occurs in connection with the Contract to the GLO in the manner prescribed by the GLO's website, <https://www.glo.texas.gov>.
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.\*
38. Subrecipient certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from Subrecipient's business. Subrecipient acknowledges that such a vaccine or recovery requirement would make Subrecipient ineligible for a state-funded contract.
39. Pursuant to Government Code Section 2275.0102, Subrecipient certifies that neither it nor its parent company, nor any affiliate of Subrecipient or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2275.0103, or (2) headquartered in any of those countries.\*
40. If Subrecipient is required to make a verification pursuant to Section 2276.002 of the Texas Government Code, Subrecipient verifies that Subrecipient does not boycott energy companies and will not boycott energy companies during the term of the Contract. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
41. If Subrecipient is required to make a verification pursuant to Section 2274.002 of the Texas Government Code, Subrecipient verifies that it (1) does not have a practice, policy, guidance, or directive that discriminates against a "firearm entity" or "firearm trade association" as those terms are defined in Texas Government Code section 2274.001 and (2) will not discriminate during the term of the Contract against a firearm entity or firearm trade association. If Subrecipient does not make that verification, Subrecipient must notify the GLO and state why the verification is not required.\*
42. If Subrecipient is a "professional sports team" as defined by Texas Occupations Code Section 2004.002, Subrecipient will play the United States national anthem at the beginning of each team sporting event held at Subrecipient's home venue or other venue controlled by Subrecipient for the event. Failure to comply with this obligation constitutes a default of this Contract, and immediately subjects Subrecipient to the penalties for default, such as repayment of money received or ineligibility for additional money. In addition, Subrecipient

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may be debarred from contracting with the State. The GLO or the Attorney General may strictly enforce this provision.\*

43. To the extent Section 552.371 of the Texas Government Code applies to Subrecipient and the Contract, in accordance with Section 552.372 of the Texas Government Code, Subrecipient must (a) preserve all contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO for the duration of the Contract, (b) no later than the tenth business day after the date of the GLO's request, provide to the GLO any contracting information related to the Contract that is in Subrecipient's custody or possession, and (c) on termination or expiration of the Contract, either (i) provide to the GLO at no cost all contracting information related to the Contract that is in Subrecipient's custody or possession or (ii) preserve the contracting information related to the Contract in accordance with the records retention requirements applicable to the GLO. Except as provided by Section 552.374(c) of the Texas Government Code, the requirements of Subchapter J, Chapter 552, Government Code, may apply to the Contract and Subrecipient agrees that the Contract may be terminated if Subrecipient knowingly or intentionally fails to comply with a requirement of that subchapter.\*
44. If the Contract is for consulting services governed by Chapter 2254 of the Texas Government Code, Subrecipient, upon completion of the Contract, must give the GLO a compilation, in a digital medium agreed to by the Parties, of all documents, films, recordings, or reports Subrecipient compiled in connection with its performance under the Contract.\*
45. 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.\*
46. Subrecipient represents and warrants that neither it; any of its holding companies, subsidiaries, or subcontractors; nor any holding companies or subsidiaries of its subcontractors is: (1) listed in Section 889 of the National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232); (2) listed in Section 1260H of the National Defense Authorization Act for Fiscal Year 2021 (Pub. L. 116-283); or (3) owned by the government of, or controlled by any governing or regulatory body located in, a country on the U.S. Department of Commerce's foreign adversaries list under 15 C.F.R. Section 791.4, and that it shall promptly notify the GLO if circumstances relevant to this provision change during the Contract term. Subrecipient shall ensure that this provision concerning the representation and warranty is included in any subcontract it awards.
47. If subject to 2 C.F.R. 200.216, Subrecipient shall not obligate or expend funding provided under this Contract to: (a) procure or obtain; (b) extend or renew a contract to procure or obtain; or (c) enter into a contract to procure or obtain covered telecommunications equipment or services, as described in Public Law 115-232, Section 889, including systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
48. To the extent Texas Government Code Chapter 2252, Subchapter G applies to the Contract, any iron or steel product Subrecipient uses in its performance of the Contract that is produced through a manufacturing process, as defined in Section 2252.201(2) of the Texas Government Code, must be produced in the United States.

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49. If subject to 2 C.F.R. 200.217, Subrecipient shall not discharge, demote, or otherwise discriminate against an employee as a reprisal for lawfully disclosing information that the employee reasonably believes is evidence of gross mismanagement, waste, abuse of authority, a danger to public health or safety, or a violation of law related to a Federal contract or grant. Subrecipient shall inform its employees in writing of their whistleblower rights and protections under 41 U.S.C. 4712.

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**NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS**

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

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

**GENERALLY**

Acts and regulations specified in this Contract;

The Housing and Community Development Act of 1974 (42 U.S.C. § 5301, *et seq.*);

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

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

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

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

GLO Implementation Manual; and

State Action Plan(s).

**CIVIL RIGHTS**

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d, *et seq.*) and 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), as amended (42 U.S.C. § 3601, *et seq.*);

Federal Executive Order 11063, as amended by Federal Executive Order 12259, and 24 C.F.R. Part 107, Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063, particularly 24 C.F.R. § 107.60 (providing that failure or refusal 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 therein);

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

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794);

24 C.F.R. Part 8, Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development; and

The Architectural Barriers Act of 1968, as amended (42 U.S.C. § 4151, *et seq.*).

**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), and 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) and 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act, as amended (40 U.S.C. § 3701, *et seq.*); and

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

**EMPLOYMENT OPPORTUNITIES**

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. § 1701u) and 24 C.F.R. Part 75;

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

Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1688).

**GRANT AND AUDIT STANDARDS**

Single Audit Act Amendments of 1996, as amended (31 U.S.C. § 7501 *et seq.*);

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

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Texas Grant Management Standards issued by the Comptroller of Public Accounts.

**LEAD-BASED PAINT**

Section 302 of the Lead-Based Paint Poisoning Prevention Act, as amended (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, 470h-2);

Federal 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, Protection of Historic Properties, 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); and



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

#### **FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION**

Executive Order 11988, Floodplain Management, as amended by Executive Order 13690, February 4, 2015 (3 C.F.R., 2016 Comp., p. 268), as implemented in HUD regulations at 24 C.F.R. Part 55, particularly section 2(e) of Executive Order 11988, as amended; and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121, as interpreted in HUD regulations at 24 C.F.R. Part 55, particularly sections 2 and 5 of the Order.

#### **COASTAL ZONE MANAGEMENT**

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

#### **SOLE SOURCE AQUIFERS**

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

Sole Source Aquifers (40 C.F.R. Part 149).

#### **ENDANGERED SPECIES**

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

#### **WILD AND SCENIC RIVERS**

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

#### **AIR QUALITY**

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

Environmental Protection Agency regulations pertaining to implementation plans (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 (7 C.F.R. Part 658).

#### **HUD ENVIRONMENTAL STANDARDS**

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. Part 51) and as provided by 24 C.F.R. § 58.5(i)(2).

#### **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).

**ACQUISITION / RELOCATION**

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

**FAITH-BASED ACTIVITIES**

Federal Executive Order 13279, Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141), as amended by Executive Order 13559, Fundamental Principles and Policymaking Criteria for Partnerships with Faith-Based and Other Neighborhood Organizations, (75 FR 71319), and HUD regulations at 24 C.F.R. 570.200(j).

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## **GLO Information Security Appendix**

### **1. Definitions**

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

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

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

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

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

### **2. Security and Privacy Compliance**

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



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

### **3. Data Ownership**

- 3.1. In no event shall Subrecipient obtain or develop ownership rights to any GLO Data shared under the Contract, unless specifically acknowledged and agreed to by the GLO.
- 3.2. If, at any time during the term of the Contract or upon termination of the Contract, whichever occurs first, any part of the GLO Data, in any form, provided to Subrecipient ceases to be necessary for Subrecipient's performance under the Contract, Subrecipient shall within fourteen (14) days thereafter (a) securely return such GLO Data to the GLO and/or (b) at the GLO's written request, destroy, uninstall, and/or remove all copies of data in Subrecipient's possession or control and inform the GLO in writing of the completion of the task and method(s) utilized. If the return of GLO Data is infeasible, as mutually determined by the GLO and Subrecipient, the obligations set forth in this Attachment, with respect to GLO Data, shall survive termination of the Contract and Subrecipient shall prohibit any further use and disclosure of GLO Data.



#### **4. Data Mining**

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

#### **5. Breach of Security**

- 5.1. Subrecipient shall provide the GLO with the name and contact information for an employee of Subrecipient which shall serve as the GLO's primary security contact.
- 5.2. Upon Subrecipient's discovery of a Breach of Security or suspected Breach of Security, Subrecipient shall notify the GLO promptly, but no later than 24 hours after discovery of the Breach of Security or suspected Breach of Security. Within 72 hours, Subrecipient shall provide to the GLO, at minimum, a written preliminary report regarding the Breach or suspected Breach with root cause analysis including a log detailing the data affected.
- 5.3. Subrecipient shall submit the initial notification and preliminary report to the GLO Information Security Officer at [informationsecurity@glo.texas.gov](mailto:informationsecurity@glo.texas.gov).
- 5.4. Subrecipient shall take all reasonable steps to immediately remedy a Breach of Security and prevent any further Breach of Security.
- 5.5. Subrecipient shall not inform any third party of any Breach of Security or suspected Breach of Security without first obtaining GLO's prior written consent unless such action is required by law or is limited to third party personnel that have a need to know for the sole purpose of containing or remediating the Breach of Security or suspected Breach of Security. However, while a third party may be informed of the Breach or suspected Breach for the sole purpose of containing or remediating it, no GLO Data shall be shared with such third party unless express written permission is obtained from the GLO in accordance with Section 2.5. Subrecipient will legally bind such third party to the same requirements stated herein and obligations stipulated in the Contract and documents related thereto as soon as practicable upon securing such third party to contain or remediate the Breach of Security or suspected Breach of Security.
- 5.6. Notwithstanding the remedies provided in the Contract, if a Breach of Security includes SPI, Subrecipient shall notify affected individuals of such Breach in accordance with the requirements of Tex. Bus. and Comm. Code Section 521.053 or other applicable law and shall inform the GLO of such notifications. Subrecipient shall provide affected individuals complimentary access to one (1) year of credit monitoring services.

#### **6. Data Use and Security Agreement Requirements**

- 6.1. Certain GLO Data may be subject to agreements executed between the GLO and other state or federal agencies or entities, including, but not limited to, the U.S. Department of Homeland Security, the Federal Emergency Management Agency, and HUD, that impose conditions and obligations on the usage, sharing, storage, and security of the GLO Data. If, in the performance of the Contract, Subrecipient requires access to GLO

Data protected under such an agreement, then Subrecipient shall be required to review and agree to comply with all terms, conditions, and obligations of the agreement before the GLO Data is shared with Subrecipient. As applicable, Subrecipient shall ensure any NDA required under Section 2.8, above, complies with all additional requirements imposed by the agreement.

- 6.2. The terms and conditions imposed under a data use and security agreement shall be in addition to all other terms and conditions contained in this Information Security Appendix, which remain applicable. In the event of a conflict between terms and conditions of the agreement and this Information Security Appendix, the more stringent term and/or condition shall apply.

## **7. Right to Audit**

- 7.1. Upon the GLO's request and to confirm Subrecipient's compliance with this Attachment, Subrecipient grants the GLO, or a GLO-contracted vendor, permission to perform an assessment, audit, examination, investigation, or review of all controls in Subrecipient's, or Subrecipient's contractor/subcontractor's, physical and/or technical environment in relation to GLO Data. Subrecipient shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that stores, processes, or transports GLO Data. In lieu of a GLO-conducted assessment, audit, examination, investigation, or review, Subrecipient may supply, upon GLO approval, the following reports: SSAE18, ISO/ICE 27001 Certification, FedRAMP Certification, PCI Compliance Report, TXRAMP Certification, or similar attestations or third-party certifications. Subrecipient shall ensure that this clause concerning the GLO's authority to assess, audit, examine, investigate, or review is included in any contract/subcontract that Subrecipient awards.
- 7.2. At the GLO's request, Subrecipient shall promptly and accurately complete a written information security questionnaire provided by the GLO regarding Subrecipient's business practices and information technology environment in relation to GLO Data and the GLO shall consider such information to be confidential to the extent allowed by law.



**CONTRACT REPORTING TEMPLATE**

Subrecipients are to use this template to summarize all procured vendor contracts, including those procured by Subrecipient or its subawardees. Definitions of each field can be found below. Monthly, Subrecipient shall update and upload this template in the TIGR system or provide to the GLO in a format specified by the GLO Grant Manager.

**Data Fields:**

Subrecipient	Enter Subrecipient name.
Contract Number	Enter GLO Contract number.
Date Updated	Enter date template last updated.
A. Vendor Name	Enter name of contracted vendor.
B. UEID Number	Enter Uniform Entity Identifier (UEID) number of the vendor. <u>Note:</u> Entering the UEI into this template does not fulfill the requirement for grantees to enter UEI number into the DRGR Action Plan at the activity level. Refer to the Notice published July 11, 2014 and additional published guidance on this separate requirement.
C. Procured by	Enter name of entity that procured vendor 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. Vendor Contract Execution Date	Enter date the vendor contract was executed.
E. Vendor Contract End Date	Enter date the vendor contract will expire.
F. Total Vendor Contract Amount	Enter total amount of executed vendor contract.
G. Amount of Funds	Enter amount of funds from the Subaward used to fund the vendor contract.
H. Brief Description of Vendor Contract	Enter a brief, one sentence description of the purpose of the vendor contract.

City of Groves

CONTRACT REPORTING TEMPLATE

Subrecipient: 

--

  
GLO Contract Number: 

--

  
Date Updated: 

--

A. Vendor Name	B. Unique Entity Identifier Number (UEID)	C. Procured By	D. Vendor Contract Execution Date	E. Vendor Contract End Date	F. Total Vendor Contract Amount	G. Amount of Subaward Funds	H. Brief Description of Vendor Contract
Example: South Texas Landscaping, INC	XXXXXXXXXXXX	State of Texas	6/15/2013	6/15/2014	\$3,500,000	\$3,000,000	Long term recovery from wildfires of 2011 - Drainage Projects



Application for Federal Assistance SF-424		
<b>* 1. Type of Submission:</b> <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		
<b>* 2. Type of Application:</b> <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision		
<b>* If Revision, select appropriate letter(s):</b> <input type="text"/> <b>* Other (Specify):</b> <input type="text"/>		
<b>* 3. Date Received:</b> <input type="text"/>		<b>4. Applicant Identifier:</b> <input type="text"/>
<b>5a. Federal Entity Identifier:</b> <input type="text"/>		<b>5b. Federal Award Identifier:</b> <input type="text"/>
<b>State Use Only:</b>		
<b>6. Date Received by State:</b> <input type="text"/>		<b>7. State Application Identifier:</b> <input type="text"/>
<b>8. APPLICANT INFORMATION:</b>		
<b>* a. Legal Name:</b> <input type="text" value="City of Groves"/>		
<b>* b. Employer/Taxpayer Identification Number (EIN/TIN):</b> <input type="text" value="746012593"/>		<b>* c. UEI:</b> <input type="text" value="LFJ3LWSZY2M8"/>
<b>d. Address:</b>		
<b>* Street1:</b> <input type="text" value="3947 Lincoln AVE"/>		
<b>Street2:</b> <input type="text"/>		
<b>* City:</b> <input type="text" value="Groves"/>		
<b>County/Parish:</b> <input type="text"/>		
<b>* State:</b> <input type="text" value="TX: Texas"/>		
<b>Province:</b> <input type="text"/>		
<b>* Country:</b> <input type="text" value="USA: UNITED STATES"/>		
<b>* Zip / Postal Code:</b> <input type="text" value="77619-4604"/>		
<b>e. Organizational Unit:</b>		
<b>Department Name:</b> <input type="text"/>		<b>Division Name:</b> <input type="text"/>
<b>f. Name and contact information of person to be contacted on matters involving this application:</b>		
<b>Prefix:</b> <input type="text"/>		<b>* First Name:</b> <input type="text" value="Carlos"/>
<b>Middle Name:</b> <input type="text"/>		
<b>* Last Name:</b> <input type="text" value="Beceiro"/>		
<b>Suffix:</b> <input type="text"/>		
<b>Title:</b> <input type="text" value="VP of Planning"/>		
<b>Organizational Affiliation:</b> <input type="text"/>		
<b>* Telephone Number:</b> <input type="text" value="(512) 865-1614"/>		<b>Fax Number:</b> <input type="text"/>
<b>* Email:</b> <input type="text" value="carlosb@grantworks.net"/>		

<b>Application for Federal Assistance SF-424</b>		
<p><b>* 9. Type of Applicant 1: Select Applicant Type:</b></p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">C: City or Township Government</div> <p>Type of Applicant 2: Select Applicant Type:</p> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p>Type of Applicant 3: Select Applicant Type:</p> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p>* Other (specify):</p> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>		
<p><b>* 10. Name of Federal Agency:</b></p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">US Department of Housing and Urban Development</div>		
<p><b>11. Catalog of Federal Domestic Assistance Number:</b></p> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p>CFDA Title:</p> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>		
<p><b>* 12. Funding Opportunity Number:</b></p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">FR-6109-N-02</div> <p>* Title:</p> <div style="border: 1px solid black; height: 50px; margin-bottom: 5px;"></div>		
<p><b>13. Competition Identification Number:</b></p> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <p>Title:</p> <div style="border: 1px solid black; height: 50px; margin-bottom: 5px;"></div>		
<p><b>14. Areas Affected by Project (Cities, Counties, States, etc.):</b></p> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px 5px;">Add Attachment</div> <div style="border: 1px solid black; padding: 2px 5px;">Delete Attachment</div> <div style="border: 1px solid black; padding: 2px 5px;">View Attachment</div> </div>		
<p><b>* 15. Descriptive Title of Applicant's Project:</b></p> <div style="border: 1px solid black; padding: 2px; margin-bottom: 5px;">City of Groves Comprehensive Plan and Zoning Ordinance</div>		
<p>Attach supporting documents as specified in agency instructions.</p> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <div style="border: 1px solid black; padding: 2px 5px;">Add Attachments</div> <div style="border: 1px solid black; padding: 2px 5px;">Delete Attachments</div> <div style="border: 1px solid black; padding: 2px 5px;">View Attachments</div> </div>		



**Application for Federal Assistance SF-424****16. Congressional Districts Of:**

\* a. Applicant

TX-14

\* b. Program/Project

TX-14

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

**17. Proposed Project:**

\* a. Start Date:

01/01/2026

\* b. End Date:

07/31/2028

**18. Estimated Funding (\$):**

\* a. Federal

250,000.00

\* b. Applicant

0.00

\* c. State

0.00

\* d. Local

0.00

\* e. Other

0.00

\* f. Program Income

0.00

\* g. TOTAL

250,000.00

**\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**☐ a. This application was made available to the State under the Executive Order 12372 Process for review on☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.☒ c. Program is not covered by E.O. 12372.**\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**☐ Yes☒ No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

**21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 18, Section 1001)**

☒ \*\* I AGREE

\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

**Authorized Representative:**

Prefix:

\* First Name:

Kevin

Middle Name:

\* Last Name:

Carruth

Suffix:

\* Title:

City Managerc

\* Telephone Number:

(409) 960-5773

Fax Number:

\* Email:

kcarruth@cigrovestx.com

\* Signature of Authorized Representative:

\* Date Signed:

11/06/25

## Certificate Of Completion

Envelope Id: F46BC934-2528-43BF-AEAC-39F7196A6BBE  
 Subject: \$250K Contract: 23-160-138-F544 - City of Groves (Texas GLO)  
 Source Envelope:  
 Document Pages: 71  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
 Veronica Rodriguez  
 1700 Congress Ave  
 Austin, TX 78701  
 Veronica.Rodriguez@glo.texas.gov  
 IP Address: 136.226.12.173

## Record Tracking

Status: Original  
 11/25/2025 12:41:53 PM

Holder: Veronica Rodriguez  
 Veronica.Rodriguez@glo.texas.gov

Location: DocuSign

## Signer Events

Nathan Leake  
 Nathan.leake@glo.texas.gov  
 Staff Attorney  
 Texas General Land Office  
 Security Level: Email, Account Authentication  
 (None)

## Signature

Signature Adoption: Pre-selected Style  
 Using IP Address: 136.226.13.56

## Timestamp

Sent: 11/25/2025 1:14:39 PM  
 Viewed: 11/25/2025 2:01:27 PM  
 Signed: 11/25/2025 2:27:42 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

Regina Eroles  
 regina.erales.glo@recovery.texas.gov  
 Security Level: Email, Account Authentication  
 (None)

Signature Adoption: Pre-selected Style  
 Using IP Address:  
 2605:a601:aad4:f800:cf9:37c:3f07:243b

Sent: 11/25/2025 2:27:51 PM  
 Viewed: 11/25/2025 2:30:17 PM  
 Signed: 11/25/2025 2:30:37 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

Heather Lagrone  
 heather.lagrone.glo@recovery.texas.gov  
 Sr Dep director  
 Texas General Land Office  
 Security Level: Email, Account Authentication  
 (None)

Signature Adoption: Pre-selected Style  
 Using IP Address:  
 2600:1700:1d0:8cb0:2dd9:7ccb:1d2a:b61f  
 Signed using mobile

Sent: 11/25/2025 2:30:42 PM  
 Viewed: 11/25/2025 3:29:11 PM  
 Signed: 11/25/2025 3:30:07 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

Marc Barenblat  
 marc.barenblat@glo.texas.gov  
 Deputy General Counsel  
 Texas General Land Office  
 Security Level: Email, Account Authentication  
 (None)

Signature Adoption: Pre-selected Style  
 Using IP Address:  
 2600:1700:80:8690:cf2:c41:971a:a09b

Sent: 11/25/2025 3:30:13 PM  
 Viewed: 11/26/2025 5:06:40 PM  
 Signed: 11/26/2025 5:15:29 PM

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign



**Signer Events**

Jeff Gordon  
jeff.gordon@glo.texas.gov  
General Counsel  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)

**Signature**

Signature Adoption: Pre-selected Style  
Using IP Address:  
2600:1700:e940:d888:9428:ff4c:11ad:aec5  
Signed using mobile

**Timestamp**

Sent: 11/26/2025 5:15:35 PM  
Viewed: 11/26/2025 6:42:13 PM  
Signed: 11/26/2025 6:42:22 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Adrian Piloto  
adrian.piloto@glo.texas.gov  
Senior Deputy Director  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)



Signature Adoption: Pre-selected Style  
Using IP Address: 99.129.100.139

Sent: 11/26/2025 6:42:27 PM  
Viewed: 11/30/2025 8:22:59 PM  
Signed: 11/30/2025 8:23:10 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Kevin Carruth  
kcarruth@cigrovestx.com  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jaynee Williams  
Jaynee.Williams@glo.texas.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Jennifer G. Jones  
jennifer.jones@glo.texas.gov  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Sent: 11/30/2025 8:23:15 PM  
Resent: 12/1/2025 10:39:05 AM  
Viewed: 12/1/2025 11:23:32 AM

**In Person Signer Events****Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

BSO Team  
bsorequests@recovery.texas.gov  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 11/25/2025 12:48:35 PM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**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: 11/25/2025 12:48:36 PM

Kelly McBride  
kelly.mcbride@glo.texas.gov  
Director of CMD  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

**COPIED**

Sent: 11/25/2025 12:48:36 PM

Lance White  
lance.white@glo.texas.gov  
Manager, Contracts Management Division  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

**COPIED**

Sent: 11/25/2025 12:48:36 PM

Joseph Cardona  
joseph.cardona@glo.texas.gov  
Team Lead/Contract Manager  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

**COPIED**

Sent: 11/25/2025 12:48:37 PM  
Resent: 11/25/2025 1:14:37 PM

Veronica Rodriguez  
Veronica.Rodriguez@glo.texas.gov  
Contract Manager  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

**COPIED**

Sent: 11/25/2025 12:48:37 PM

Jet Hays  
jet.hays.glo@recovery.texas.gov  
Deputy Director, Integration  
Texas General Land Office  
Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via Docusign

**COPIED**

Sent: 11/25/2025 2:27:50 PM

Kalyn Scott  
kalyn.scott.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: 11/25/2025 2:27:50 PM



**Carbon Copy Events****Status****Timestamp**

RCP Team

rcp.glo@recovery.texas.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 11/25/2025 2:27:50 PM

Matthew Anderson

matthew.anderson@glo.texas.gov

Texas General Land Office

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 11/25/2025 2:27:51 PM

Accounting Team

DR.SystemAccess@glo.texas.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 11/25/2025 2:27:52 PM

Carlos Beceiro

carlosb@grantworks.net

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

**COPIED**

Sent: 11/30/2025 8:23:15 PM

Viewed: 12/1/2025 8:36:03 AM

Vonda White

Vonda.White@glo.texas.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Mahsa Azadi

Mahsa.Azadi@glo.texas.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Garrett Purcell

Garrett.Purcell@glo.texas.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

HUB

HUB@glo.texas.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Ryne Zmolik

ryne.zmolik.glo@recovery.texas.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Carbon Copy Events	Status	Timestamp
Michelle Esper-Martin michelle.espermartin.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Jeana Bores jeana.bores.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Torrey Brown torrey.brown.glo@recovery.texas.gov Security Level: Email, Account Authentication (None) <b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/25/2025 12:48:37 PM
Envelope Updated	Security Checked	11/25/2025 1:14:37 PM
Envelope Updated	Security Checked	11/25/2025 1:14:37 PM
Payment Events	Status	Timestamps



**City of Groves**  
**Agenda Item Information Form**

Council Meeting Date: 12/8/2025 Department: City Manager Agenda Item No. 12

Title for Item (same as to be placed on Agenda): Deliberate and act on the December 8, 2025, Invoice List.

Party(ies) requesting placement of this item on the agenda: City Manager, Kevin Carruth

Submitted to City Manager's Office on: Date: 12/4/25 Time: 2:00 p.m. By: C. THIBODEAUX

Explanation of Item: Approval of the invoices for the City that are above \$5,000.

Deadline for Approval: Immediately

Staff Recommendation: Approval of the list, as presented.

Alternative (if any) for consideration: \_\_\_\_\_

Identify any attachments to this document: Invoice approval list.

Specific Council Action Requested: None (Information item only) \_\_\_\_\_ Motion X

Ordinance – Number \_\_\_\_\_ Resolution – Number \_\_\_\_\_ Other – Specify: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Approved: [Signature] Date: 12/04/25

Department Head

City Manager

**FUNDING (IF APPLICABLE)**

Are sufficient funds specifically designated and currently available for this purpose? YES ☐ NO ☐

If yes, specify account no. \_\_\_\_\_ If no, explain and identify intended funding source: \_\_\_\_\_

**PAYMENT REQUEST**

Amount of requested payment \$ \_\_\_\_\_ Cumulative total of payments to date for this project/item

(if applicable): \$ \_\_\_\_\_ Balance due for this project/purchase (if applicable): \$ \_\_\_\_\_

**ACTION TAKEN BY COUNCIL**

APPROVED: ☐ NOT APPROVED: ☐ Any follow-up action required? YES ☐ NO ☐

If yes, explain \_\_\_\_\_

Invoice Approval List - December 8, 2025

Vendor	Description	Amount
1. Coburn Supply Co., INC	Clamps for Public Works	\$ 15,779.70
2. Core & Main L.P.	Supplies for water line repairs	\$ 11,005.36
3. Dell Technologies	5 latitude tablets	\$ 13,051.60
4. Higginbotham	Renewal of Wind & Hail	\$ 243,765.72
5. Motorola Solutions	Portable radios	\$ 36,329.94
6. PVS DX, INC	Chlorine for water plant	\$ 6,861.60
7. PVS DX, INC	CL2 and SO2 for Wastewater Plant	\$ 10,121.60
8. Republic Services	Sludge disposal for October 2025	\$ 9,153.80
9. TCEQ	Permit fee for WWTP 2026	\$ 29,940.96
10. TML	Property and liability insurance	\$ 315,442.40
11. Wex Bank	Fuel for November 2025	\$ 12,556.04
<b>Total</b>		<b>\$ 704,008.72</b>

KC  
12/04/25



## P U R C H A S E   O R D E R

City of Groves

PURCHASE ORDER # 09-40914

10/23/2025

ISSUED TO:                      VEND #: 01-3810  
COBURN SUPPLY CO., INC  
P.O. BOX 669259  
  
DALLAS, TX 75266-9259

SHIP TO:  
City of Groves Public Works  
4925 McKinley Street  
Groves, TX        77619  
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
10.00	4" TAPPING CLAMP	11 -5-67-03-270	WATER LINES	155.77	1,557.70
10.00	6" TAPPING CLAMP	11 -5-67-03-270	WATER LINES	239.48	2,394.80
10.00	6" REPAIR CLAMP	11 -5-67-03-270	WATER LINES	181.96	1,819.60
10.00	8" TAPPING CLAMP	11 -5-67-03-270	WATER LINES	317.76	3,177.60
10.00	8" REPAIR CLAMP	11 -5-67-03-270	WATER LINES	260.24	2,602.40
5.00	10" TAPPING CLAMP	11 -5-67-03-270	WATER LINES	398.23	1,991.15
5.00	12" TAPPING CLAMP	11 -5-67-03-270	WATER LINES	447.29	2,236.45
QUOTES; CORE&MAIN- \$15,709.10; COBURNS-\$15,779.70;					
ACT SUPPLY- NO RESPONSE					

RECEIVED

NOV 12 2025

FINANCE

\*\*\* TOTAL \*\*\* 15,779.70

ORDERED BY: NICHOLAS POTTER

APPROVED BY: TROY W. FOXWORTH



# PICKING TICKET

TICKET#: 596205928  
DATE: 11/11/25  
CUST. PO#: 09-40914  
TAX CODE: EX-TX  
JOB NAME:

PRINTED: 13:50:17 11 Nov 2025

PAGE # 1

## SOLD TO:

CITY OF GROVES  
3947 LINCOLN AVE  
GROVES, TX 77619

**\*\* CHECK WITH MANAGER \*\***  
**\*\* BEFORE SHIPPING \*\***

## SHIP TO:

CITY OF GROVES  
3947 LINCOLN AVE  
GROVES, TX. 77619

ORDER DATE	REQ. DATE	SALESPERSON	SHIP VIA	WRITTEN BY	ORDER-TYPE	FREIGHT	DESC.
10/23/25	11/10/25	HOUSE ACCOUNT-G	WILL CALL	D JASON SAVOY	RM	PPD	PREPAID

LN#	QTY-ORD	QTY-SHP	PRODUCT & DESCRIPTION	QTY-AVL	LOCATION
1	10		FORFS276475CC4 FS2-764-75-CC4 6 in Repair Clamp/7.5 Long/1 CC QOH: 10	10	50-00-00-00
2	10		FORFS276475 6 in Repair Clamp/7.5 in Long QOH: 10	10	50-00-00-00
3	10		FORFS297910CC4 FS2-979-10-CC4 8 in Repair Clamp/10 in Long/1CC QOH: 10	10	50-00-00-00
4	10		FORFS297910 FS2-979-10 8 in Repair Clamp/10 in Long QOH: 10	10	50-00-00-00
5	5		FORFS2124010CC4 FS2-1240-10-CC4 10 in Repair Clamp/10 in Long/1 CC QOH: 5	5	50-00-00-00
6	5		FORFS2144510CC4 FS2-1445-10-CC4 12 in Repair Clamp/10 in Long/1 CC QOH: 5	5	50-00-00-00
7	10		FORFS142575CC4 FS1-425-75-CC4 3 in Repair Clamp/7.5 in Long/1 CC QOH: 10 ... COBURN SAYS "VISIT US AT OUR WEB SITE <a href="http://www.coburns.com">www.coburns.com</a> "	10	50-00-00-00

PICKED BY: \_\_\_\_\_ CHECKED BY: \_\_\_\_\_ DELIVERED BY: \_\_\_\_\_





PO BOX 99001  
DENHAM SPRINGS, LA. 70727-9001

SOLD TO: 5066190

32678 1 MB 0.672 E0344X I0717 D14749152995 S2 P10940910 0001:0001



CITY OF GROVES  
3947 LINCOLN AVE  
GROVES TX 77619-4604

# Invoice

Invoice #		Ship Via	
596205928		WILL CALL	
Inv. Date	Order Date	Ship Date	
11/20/25	10/23/25	11/20/25	
Branch Location			
COBURN'S BEAUMONT CEDAR ST (59) 1995 CEDAR ST BEAUMONT, TX 77701 409 242-2363			

SHIP TO: 5066190

CITY OF GROVES  
3947 LINCOLN AVE  
GROVES, TX. 77619

Salesperson	Wrt-BY	Picked Up By	Customer PO#	Job Name
HOUSE ACCOUNT-GROVES	D JASON SAVOY	DEL ALPU	09-40914	

Line#	Qty.	Ship	PartNumber Description	Unit Price	Per	Ext. Price
1	10	10	FORFS142575CC4 FS1-425-75-CC4 3 in Repair Clamp/7.5 in Long/1 CC	155.77	EA	1557.70
2	10	10	FORFS276475CC4 FS2-764-75-CC4 6 in Repair Clamp/7.5 Long/1 CC	239.48	EA	2394.80
3	10	10	FORFS276475 6 in Repair Clamp/7.5 in Long	181.96	EA	1819.60
4	10	10	FORFS297910CC4 FS2-979-10-CC4 8 in Repair Clamp/10 in Long/1CC	317.76	EA	3177.60
5	10	10	FORFS297910 FS2-979-10 8 in Repair Clamp/10 in Long	260.24	EA	2602.40
6	5	5	FORFS2124010CC4 FS2-1240-10-CC4 10 in Repair Clamp/10 in Long/1 CC	398.23	EA	1991.15
7	5	5	FORFS2144510CC4 FS2-1445-10-CC4 12 in Repair Clamp/10 in Long/1 CC	447.29	EA	2236.45

We have a new remittance address:



**PO Box 669259**  
**Dallas, Texas 75266-9259**

Please update your records.

We at Coburn's do appreciate your business.  
GO PAPERLESS! Decide how to receive your invoices.  
Please visit <http://www.coburns.com/options>

COBURN'S Standard Terms: NET 25th

**Remit To: PO Box 669259**  
**Dallas, TX 75266-9259**

		Subtotal	15779.70
Disc. Amt.:	\$315.59	Freight	0.00
Disc. Date:	12/10/25	Handling	0.00
Tax Rate:	0.000	Sales Tax	0.00
Tax Code:	EX-TX	<b>TOTAL</b>	<b>\$15,779.70</b>

## P U R C H A S E   O R D E R

City of Groves

PURCHASE ORDER # 09-40915

10/23/2025

ISSUED TO:                      VEND #: 01-23065  
CORE & MAIN L.P.  
P.O. BOX 28330  
  
ST. LOUIS, MO 63146

SHIP TO:  
City of Groves Public Works  
4925 McKinley Street  
Groves, TX 77619  
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
25.00	3/4" BRASS UNION	11 -5-67-03-270	WATER LINES	25.83	645.75
25.00	1"X3/4" BRASS UNION	11 -5-67-03-270	WATER LINES	27.15	678.75
25.00	3/4" CURB STOP	11 -5-67-03-270	WATER LINES	64.37	1,609.25
25.00	1" CORPATION STOP	11 -5-67-03-270	WATER LINES	69.98	1,749.50
3.00	4" TOP BOLT COUPLING	11 -5-67-03-270	WATER LINES	247.69	743.07
8.00	6" TOP BOLT COUPLING	11 -5-67-03-270	WATER LINES	327.03	2,616.24
8.00	8" TOP BOLT COUPLING	11 -5-67-03-270	WATER LINES	370.35	2,962.80
QUOTES; COBURNS- \$12,653.42; CORE&MAIN-					
\$11,005.36; ACT SUPPLY- NO RESPONSE					
GOING WITH THE CORE&MAIN QOUTE					

RECEIVED

NOV 18 2025

FINANCE

\*\*\* TOTAL \*\*\* 11,005.36

ORDERED BY: NICHOLAS POTTER

APPROVED BY: TROY W. FOXWORTH



SOLD BY  
BEAUMONT TX  
Branch - 161  
8010 College St  
Beaumont TX 77707  
PHONE # 409 866 1899



PROMISED: 10/31/25

FILLED BY:

CHECKED BY:

REVIEWED BY:

ENTERED BY: EMERY BERTRAND - 161

10/24/2025 07:24 AM PAGE 1

PICK TICKET

X992125

6

134834

SOLD TO CITY OF GROVES STOCK-BEAUMONT PO BOX 846 GROVES TX 77619 0846 CUS PH# 409 962 4471	SHIP TO CITY OF GROVES 4925 MCKINLEY GROVES TX 77619	SPECIAL INSTRUCTIONS/COMMENTS: BID # 4523780 BID NM: WATER SERVICE MATERIAL
---	---	---

BRANCH NO. 161	DATE ORDERED 10/23/25	DATE SHIPPED	PURCHASE ORDER NO. 36371 09-40915	JOB NAME	JOB NUMBER	DELIVERY METHOD OUR TRUCK <input checked="" type="checkbox"/> CUSTOMER PICK UP <input type="checkbox"/> DIRECT <input type="checkbox"/> SHIPPED <input type="checkbox"/>				BILL OF LADING NO.	SHIPPED VIA CORE & MAIN LP	SALESMAN D46
-------------------	--------------------------	--------------	---	----------	------------	---	--	--	--	--------------------	-------------------------------	-----------------

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
B 5 3 B	7442104460560031	NICK 421-04460560-031 4X6 CPLG EPXY 304SS B&N 4.46-5.60 OD WEIGHT: 16.0000 BID SEQ# 00140	3	3		247.69	EA	743.07
B 5 3 B	7442106560760031	421-06560760-031 6X8 CPLG EPXY 304SS B&N 6.56-7.60 OD WEIGHT: 27.0000 BID SEQ# 00150	8	0	8	327.03	EA	
B 5 3 B	7442108540985031	421-08540985-031 8X8 CPLG EPXY 304SS B&N 8.54-9.85 OD WEIGHT: 34.0000 BID SEQ# 00160	8	5	3	370.35	EA	1,851.75
A 5 1 B	3907P15403N	P15403N 3/4 BRS CPLG PJ CTSXPJ CTS NO LEAD WEIGHT: .9600 BID SEQ# 00200	25	25		25.83	EA	645.75
A 5 1 B	391007P15403N	P15403N 1X3/4 BRS CPLG PJ CTSXPJ CTS NO LEAD WEIGHT: 1.2100 BID SEQ# 00210	25	22	3	27.15	EA	597.30
A 5 2 B	3707P24350RN	P24350RN 3/4 STRT BALL MTR VLV PJ CTSXMNUT 5/8" REDUCED PORT LW 1/4 TURN NO LEAD BID SEQ# 00220	25	25		64.37	EA	1,609.25
CONTINUED								
MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <https://coreandmain.com/terms-of-sale/>.



X992125134834

RECEIVED BY  
SIGNATURE:

PRINT NAME  
HERE:

City of Groves

S  
O  
L  
D  
B  
Y  
BEAUMONT TX  
Branch - 161  
8010 College St  
Beaumont TX 77707  
PHONE # 409 866 1899



PROMISED: 10/31/25

FILLED BY: \_\_\_\_\_

CHECKED BY: \_\_\_\_\_

REVIEWED BY: \_\_\_\_\_

ENTERED BY: EMERY BERTRAND - 161

10/24/2025 07:24 AM PAGE 2  
134834

PICK TICKET

X992125

S O L D T O	CITY OF GROVES STOCK-BEAUMONT PO BOX 846 GROVES TX 77619 0846  CUS PH# 409 962 4471	S H I P T O	CITY OF GROVES 4925 MCKINLEY GROVES TX 77619	SPECIAL INSTRUCTIONS/COMMENTS: BID # 4523780 BID NM: WATER SERVICE MATERIAL
----------------------------	--	----------------------------	--	---

BRANCH NO.	DATE ORDERED	DATE SHIPPED	PURCHASE ORDER NO.	JOB NAME	JOB NUMBER	DELIVERY METHOD				BILL OF LADING NO.	SHIPPED VIA	SALESMAN
161	10/23/25		09-40915			OUR TRUCK	CUSTOMER PICK UP	DIRECT	SHIPPED			
						X					CORE & MAIN LP	D46

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
A 4 1 B	3610P15008N	ORDERED BY: NICK P15008N 1 KEY CORP STOP CCXPJ CTS NO LEAD BID SEQ# 00230 TOTAL WEIGHT: 268.62	25	25		69.98	EA	1,749.50
END OF ORDER								
MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE
7,196.62	8.250	.00	.00	.00	.00	.00	.00	7,196.62

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <https://coreandmain.com/terms-of-sale/>.



X992125134834

RECEIVED BY  
SIGNATURE: \_\_\_\_\_

PRINT NAME  
HERE: \_\_\_\_\_

City of Groves



SOLD BY  
BEAUMONT TX  
Branch - 161  
8010 College St  
Beaumont TX 77707  
PHONE # 409 866 1899



PROMISED: 10/31/25  
FILLED BY: TH

CHECKED BY: R

REVIEWED BY:

ENTERED BY: EMERY BERTRAND - 161

11/05/2025 10:52 AM PAGE 1  
134834 ORIG ORDER # X992125

PICK TICKET Y068305

SOLD TO CITY OF GROVES STOCK-BEAUMONT PO BOX 846 GROVES TX 77619 0846 CUS PH# 409 962 4471	SHIP TO CITY OF GROVES 4925 MCKINLEY GROVES TX 77619	SPECIAL INSTRUCTIONS/COMMENTS: BID # 4523780 BID NM: WATER SERVICE MATERIAL
---	---	---

BRANCH NO. 161	DATE ORDERED 10/23/25	DATE SHIPPED 11-7-25	PURCHASE ORDER NO. 09-40915	JOB NAME	JOB NUMBER	DELIVERY METHOD OUR TRUCK CUSTOMER PICK UP DIRECT SHIPPED X				BILL OF LADING NO.	SHIPPED VIA CORE & MAIN LP	SALESMAN D46
-------------------	--------------------------	-------------------------	--------------------------------	----------	------------	---	--	--	--	--------------------	-------------------------------	-----------------

BIN LOCATION	PRODUCT CODE	DESCRIPTION	QTY ORDERED	QTY SHIPPED	BACK ORDERED	UNIT PRICE	PER	AMOUNT
B 5 3 B	7442106560760031	421-06560760-031 6X8 CPLG EPXY 304SS B&N 6.56-7.60 OD WEIGHT: 27.0000 BID SEQ# 00150	8	8		327.03	EA	2,616.24
B 5 3 B	7442108540985031	421-08540985-031 8X8 CPLG EPXY 304SS B&N 8.54-9.85 OD WEIGHT: 34.0000 BID SEQ# 00160	3	3		370.35	EA	1,111.05
A 5 1 B	391007P15403N	P15403N 1X3/4 BRS CPLG PJ CTXSPJ CTS NO LEAD WEIGHT: 1.2100 BID SEQ# 00210  TOTAL WEIGHT: 318.00	3	0	3	27.15	EA	

MERCHANDISE SUBTOTAL	TAX	TAX AMOUNT	FREIGHT	DELIVERY	HANDLING	RESTOCKING	MISCELLANEOUS	TOTAL SALE
3,727.29	8.250	.00	.00	.00	.00	.00	.00	3,727.29

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted. To review these terms and conditions, please visit <https://coreandmain.com/terms-of-sale/>.



Y068305134834

RECEIVED BY  
SIGNATURE:  
PRINT NAME  
HERE:

City of Groves

# PURCHASE ORDER

City of Groves

PURCHASE ORDER # 09-41045

11/11/2025

ISSUED TO: VEND #: 01-4815  
DELL MARKETING LP.  
C/O DELL USA LP  
PO BOX 676021  
DALLAS, TX 75267-6021

SHIP TO:  
CITY OF GROVES POLICE/COURT  
4201 MAIN AVE.  
GROVES, TX 77619

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
5.00	LATITUDE 7230 TABLETS	01 -5-31-07-400	4,350.54	21,752.70
5.00-	PREMIER DISCOUNT	01 -5-31-07-400	1,740.22	8,701.10-
QUOTE NO.3000196033900 CONTRACT CODE:C000001269299				
5 LATITUDE 7230 RUGGED EXTREME TABLET \$13,051.60				
1 PREMIER DISCOUNT -\$8,701.10				
TOTAL \$13,051.60				

RECEIVED  
NOV 24 2025  
FINANCE

\*\*\* TOTAL \*\*\* 13,051.60

ORDERED BY: WILLIAM SPELL

APPROVED BY: CHRISTOPHER G. ROBIN



3.31.07.400



A quote for your consideration.

To retrieve this eQuote online, log in to your **Dell Premier Page** and search for your eQuote number under "Quotes" in the top menu bar.

Quote No.: 3000196033900.1  
 Total (USD): \$13,051.60  
 eQuote Name: GRVPD 5 Tablets  
 eQuote Creator: plaurence@mcml.us  
 Quoted On: Nov. 05, 2025  
 Expires By: Dec. 05, 2025

Company Name: CITY OF GROVES  
 Customer Number: 2435564  
 Phone: 4099624471  
 Premier Page Name: GROVES, TEXAS DIR SDD-1951  
 Authorized Buyer: wspell@ci.nederland.tx.us

Contract Name: State of Texas Department of Information Resources  
 Contract Code: C000001269299  
 Customer Agreement Number: DIR-CPO-5792

**Billing Address:**  
 CITY OF GROVES  
 RAINEY JERI L  
 3947 LINCOLN AVE  
 PURCHASING PO BOX 846  
 GROVES, TX 77619-4604

#### Pricing Summary

	Qty	Unit Price	Discounted Unit Price	Subtotal
Latitude 7230 Rugged Extreme Tablet	5	\$4,350.54	\$2,610.32	\$13,051.60
Premier discount		- \$1,740.22		
Subtotal:				\$13,051.60
Shipping:				\$0.00
Estimated Tax:				\$0.00
Total (USD):				\$13,051.60

**Shipping Address:**

City of Groves  
 Spell William  
 207 N 12th St  
 Nederland , TX 77627-4105

**Shipping Method:**

FREE Standard Delivery

**Product Details**

**Latitude 7230 Rugged Extreme Tablet  
(210-BFQS)**

Order Code: s006w11lr7230usr

Qty	Unit Price	Subtotal
5	\$2,610.32	\$13,051.60

Module	Description	Product Code	SKU	Qty
Dell Latitude 7230 Rugged	Latitude 7230 Rugged, BTX	GE53JZK	210-BFQS	1
Processor	12th Gen Intel® Core™ i5-1240U, vPro® (10 cores, up to 4.4 GHz Turbo)	GGIQOZ2	338-CHID	1
Operating System	Windows 11 Pro, English, French, Spanish	G0Y1P9E	619-AQLP	1
Memory	16 GB: 2 x 8 GB, LPDDR5, 5200 MT/s (onboard)	GSUOA7X	370-AHKW	1
Base Options	Integrated Intel® Iris® Xe Graphics for i5-1240U vPro Processor, 16GB Memory, u-blox NEO-M9N GPS card	GRD20V4	338-CGSP	1
Systems Management	Intel vPro Technology Advanced Management Features	GB5Z2O0	631-ADOX	1
Storage	256 GB, M.2 2230, PCIe NVMe, SSD, Class 35	G9AS6UB	400-BOLL	1
LCD	12", Touch, FHD, WVA, Anti-Glare, 1200 nits, 100% sRGB, 5MP Front+11MP Rear Cam, mic	GC39RNL	391-BGZL	1
Mouse	No Mouse	G8043UZ	570-AADK	1
Wireless Driver	Intel® Wi-Fi 6 AX211 Wireless Driver (with Bluetooth)	G6CR2QH	555-BIFL	1
Wireless	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO, Bluetooth® 5.3 wireless card	GB64ITF	555-BIHY	1
Mobile Broadband	No Mobile Broadband Card	GR957IY	556-BBCD	1
Primary Battery	2 Cell, 35.6 Wh, ExpressCharge™ Capable	G9ZV0UJ	389-ECGC,451-BCZJ	1
Power Supply	65W AC adapter, USB Type-C, EcoDesign	GW157DM	492-BDQZ	1
Back Cover	With passive pen only	G9PI6XK	346-BILM	1
Power Cord	E4 Power Cord 1M for US	GC90V4B	537-BBDO	1
Placemat	Setup and Features Guide	GSRN8PE	340-DCSZ	1
Secondary Battery	Battery slot cover	G630XO2	325-BERE	1
Resource Media	No Resource USB Media	G5KFAU6	430-XXYG	1
Documentation	Safety/Environment and Regulatory Guide (English/French Multi-language)	G7RB0GY	340-AGIK	1
ENERGY STAR	ENERGY STAR Qualified	G6J34SM	387-BBLW	1
FGA Module	7230_Rugged_1HFY24_006_W11/US/BTS	FG0002	998-GTVQ	1
Packaging	System Shipment, Latitude 7230 Rugged EX	G102Z4I	340-DCVY	1
Transportation	Smart Selection Shipment (VS)	G1U8Y59	800-BBQH	1
EAN POD Label	POD Label	G2J0EF6	389-BKKL	1
Camera	8MP front dedicated IR/RGB, 11MP rear with flash and microphone	GSMJ1TZ	319-BBJL	1
EPEAT 2018	EPEAT 2018 Registered (Gold)	GBU8CHM	379-BDZB	1



Hazardous Locations Certification	Hazardous Locations Certification	GDRKB60	389-EFFU	1
Right Side Expansion Port	Right hand side expansion port - USB-A	G8QYVUE	590-TFJW	1
Top Expansion Port	Top expansion port, Blank	GB9SU05	590-TFJX	1
Chassis Options	WLAN, GPS Antennas only (Pogo vehicle docking, No RF passthrough)	G35WMCA	555-BIFI	1
Intel Responsiveness Technologies	Intel Rapid Start and Smart Connect Technology	GTE13VM	409-BCWQ	1
Handle	Rigid Handle	GKY2X1C	750-ADWQ	1
Carrying Cases	No Carrying Case	G3WKG0Y	460-BBEX	1
Standard Hardware Support Service	3Y ProSupport Next Business Day Onsite Service after remote diagnosis with HW-SW Support	PN3	804-0500,989-3449,997-6988,997-6995	1
Windows AutoPilot	No AutoPilot	GYES02AP	340-CKSZ	1
Microsoft Office	Activate Your Microsoft 365 For A 30 Day Trial	GC70FJV	658-BCSB	1
Security Software and PC Protection	None	GD4K19S	650-AAAM	1
Non-Microsoft Application Software	Dell Additional Software	GX3QS7G	658-BFQB	1
Operating System Recovery Options	OS-Windows Media Not Included	GLA9OQ1	620-AALW	1

## Need Help?



We're here to answer any of your Order Support questions. Contact Us.

CONNECT WITH DELL:



## Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All products, pricing, and other information is based on the latest information available and is subject to change for any reason, including but not limited to tariffs imposed by government authorities. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to [Tax\\_Department@dell.com](mailto:Tax_Department@dell.com) or [ARSalesTax@emc.com](mailto:ARSalesTax@emc.com), as applicable.

**Governing Terms:** This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at [www.dell.com/terms](http://www.dell.com/terms) or [www.dell.com/oem/terms](http://www.dell.com/oem/terms)), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

**Supplier Software Licenses and Services Descriptions:** Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on [www.Dell.com/eula](http://www.Dell.com/eula). Descriptions and terms for Supplier-branded standard services are stated at [www.dell.com/servicecontracts/global](http://www.dell.com/servicecontracts/global) or for certain infrastructure products at [www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm](http://www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm).

**Offer-Specific, Third Party and Program Specific Terms:** Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on [www.dell.com/offeringspecificterms](http://www.dell.com/offeringspecificterms) ("Offer Specific Terms").

**In case of Resale only:** Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

**In case of Financing only:** If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

Dell Marketing LP, U.S. only. Dell Marketing LP, is located at One Dell Way, Mail Stop 8129, Round Rock, TX 78682





DELL MARKETING L.P.  
One Dell Way  
Round Rock, TX 78682

FID Number: 74-2616805  
Inquiries: [www.dell.com/ordersupport/](http://www.dell.com/ordersupport/)  
Dell Online: <http://www.dell.com>

## Invoice

RECEIVED

NOV 24 2025

BY: ch

**BILL TO:**

CITY OF GROVES  
JERI L RAINEY  
3947 LINCOLN AVE  
PURCHASING PO BOX 846  
GROVES, TX 77619-4604

**SHIP TO:**

CITY OF GROVES  
WILLIAM SPELL  
207 N 12TH ST  
MCML IT  
NEDERLAND, TX 77627-4105

PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES, WHICH GOVERN THIS TRANSACTION  
VIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10847732768 Customer No: Order No: 1026873644 Page 1 of 3

Purchase Order:	09-41045	Customer Agreement #:	DIR-CPO-5792
Payment Terms:	45 Days Inv.	Contract Code:	C000001269299
Due Date:	01/03/2026	Waybill Number:	489208236557
Invoice Date:	11/19/2025	Contract Name:	State of Texas Department of Information Resources
Order Date:	11/17/2025		

Item Number	Description	Qty	Unit	Unit Price	Amount
210-BFQS	Latitude 7230 Rugged System Service Tags: 1CP02D4, 6DP02D4, 9BP02D4, BDP02D4, FBP02D4	5	EA	1,731.16	8,655.80

FOR SHIPMENTS TO CALIFORNIA, A STATE ENVIRONMENTAL FEE OF UP TO \$6 PER ITEM WILL BE ADDED TO INVOICES FOR ALL ORDERS CONTAINING A DISPLAY GREATER THAN 4 INCHES. PLEASE KEEP ORIGINAL BOX FOR ALL RETURNS. COMPREHENSIVE ONLINE CUSTOMER CARE INFORMATION AND ASSISTANCE IS A CLICK AWAY AT [WWW.DELL.COM/PUBLIC-ECARE](http://WWW.DELL.COM/PUBLIC-ECARE) TO ANSWER A VARIETY OF QUESTIONS REGARDING YOUR DELL ORDER.

USD	
Sub-Total:	\$ 13,051.60
Ship. &/or Handling:	\$ 0.00
ENVIRO FEE:	\$ 0.00
Taxable:	
\$ 0.00	Tax:
Non-Taxable:	\$ 0.00
\$ 13,051.60	
Invoice Total:	\$ 13,051.60



DETACH AT LINE AND RETURN WITH PAYMENT

Invoice No: 10847732768  
Customer Name: CITY OF GROVES  
Customer No: 2435564  
PO No: 09-41045  
Order Number: 1026873644

Make check payable / remit to :  
Dell Marketing L.P.  
C/O Dell USA L.P.  
PO Box 676021  
Dallas, TX 75267-6021

Electronics Payments  
Dell Marketing L.P.  
PNC Bank  
ABA#: 043-000-096  
Acct#: 1017304611  
Swift code : PNCCUS33

Online ACH Payment  
Log in to your MyFinancials account  
<https://mfm.dell.com/>

USD	
Sub-Total:	\$ 13,051.60
Ship. &/or Handling:	\$ 0.00
ENVIRO FEE:	\$ 0.00
Taxable:	
\$ 0.00	Tax:
Non-Taxable:	\$ 0.00
\$ 13,051.60	
Invoice Total:	\$ 13,051.60
Balance Due:	\$ 13,051.60
Amount Enclosed:	

## BILL TO:

CITY OF GROVES  
JERI L RAINEY  
3947 LINCOLN AVE  
PURCHASING PO BOX 846  
GROVES, TX 77619-4604

## SHIP TO:

CITY OF GROVES  
WILLIAM SPELL  
207 N 12TH ST  
MCML IT  
NEDERLAND, TX 77627-4105PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTIONVIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10847732768	Customer No:	Order No: 1026873644	Page 2 of 3
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Purchase Order:	09-41045	Customer Agreement #:	DIR-CPO-5792
Payment Terms:	45 Days Inv.	Contract Code:	C000001269299
Due Date:	01/03/2026	Waybill Number:	489208236557
Invoice Date:	11/19/2025	Contract Name:	State of Texas Department of Information Resources
Order Date:	11/17/2025		

Item Number	Description	Qty	Unit	Unit Price	Amount
590-TFJW	Right hand side expansion port - USB-A	5	EA	11.57	57.85
590-TFJX	Top expansion port, Blank	5	EA	-	-
555-BIFI	WLAN, GPS Antennas only (Pogo vehicle docking, No RF passthrough)	5	EA	28.92	144.60
409-BCWQ	Intel Rapid Start and Smart Connect Technology	5	EA	-	-
750-ADWQ	Rigid Handle	5	EA	40.49	202.45
460-BBEX	No Carrying Case	5	EA	-	-
804-0500	ProSupport: Next Business Day Onsite, 3 Years	5	EA	-	-
537-BBDO	E4 Power Cord 1M for US	5	EA	-	-
340-DCSZ	Setup and Features Guide	5	EA	-	-
325-BERE	Battery slot cover	5	EA	-	-
989-3449	Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport	5	EA	-	-
997-6988	Dell Limited Hardware Warranty Initial Year	5	EA	-	-
997-6995	ProSupport: 7x24 Technical Support, 3 Years	5	EA	-	-
340-CKSZ	No AutoPilot	5	EA	-	-
658-BCSB	Activate Your Microsoft 365 For A 30 Day Trial	5	EA	-	-
650-AAAM	No Anti-Virus Software	5	EA	-	-
658-BFQB	Dell Additional Software	5	EA	-	-
620-AALW	OS-Windows Media Not Included	5	EA	-	-
430-XXYG	No Resource USB Media	5	EA	-	-
387-BBLW	ENERGY STAR Qualified	5	EA	-	-
998-GTVQ	Fixed Hardware Configuration	5	EA	-	-
340-DCVY	System Shipment, Latitude 7230 Rugged EX	5	EA	-	-
800-BBQH	BTS/BTP Smart Selection Shipment (VS)	5	EA	-	-
389-BKKL	POD Label, 100% tie to L10 BTS & BTP	5	EA	-	-
400-BOLL	256 GB, M.2 2230, PCIe NVMe, SSD, Class 35	5	EA	-	-
391-BGZL	12 Touch 1200 nits WVA FHD (1920 x 1200) 100% sRGB Anti-Glare, Outdoor Viewable, front and rear cam, dual mic	5	EA	381.74	1,908.70
570-AADK	No Mouse	5	EA	-	-
555-BIFL	Intel(R) Wi-Fi 6 AX211 Wireless Driver (with Bluetooth)	5	EA	-	-
555-BIHY	Intel® Wi-Fi 6E AX211, 2x2, 802.11ax, MU-MIMO and Bluetooth® 5.3 wireless card	5	EA	-	-
492-BDQZ	65W AC adapter, USB Type-C, Eco-design	5	EA	-	-
346-BILM	With passive pen only	5	EA	370.17	1,850.85
556-BBCD	No Mobile Broadband Card	5	EA	-	-
389-ECGC	Hot surface warning label	5	EA	-	-
451-BCZJ	Primary 2 Cell 35.6 Whr, ExpressCharge(TM) Capable	5	EA	-	-
319-BBJL	8MP front dedicated IR/RGB, 11MP rear with flash and microphone	5	EA	28.92	144.60
379-BDZB	EPEAT Gold with Climate+	5	EA	-	-



## BILL TO:

CITY OF GROVES  
JERI L RAINEY  
3947 LINCOLN AVE  
PURCHASING PO BOX 846  
GROVES, TX 77619-4604

## SHIP TO:

CITY OF GROVES  
WILLIAM SPELL  
207 N 12TH ST  
MCML IT  
NEDERLAND, TX 77627-4105PLEASE REVIEW DELL'S TERMS & CONDITIONS OF SALE AND POLICIES , WHICH GOVERN THIS TRANSACTIONVIEW YOUR ORDER DETAILS ONLINE

Invoice No: 10847732768

Customer No:

Order No: 1026873644

Page 3 of 3

Purchase Order:	09-41045	Customer Agreement #:	DIR-CPO-5792
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Due Date:	01/03/2026	Waybill Number:	489208236557
Invoice Date:	11/19/2025	Contract Name:	State of Texas Department of Information Resources
Order Date:	11/17/2025		

Item Number	Description	Qty	Unit	Unit Price	Amount
389-EFFU	Hazardous Locations Certification	5	EA	-	-
338-CHID	12th Gen. Intel Core i5-1240U (12 MB cache, 10 cores, 12 threads, up to 4.40 GHz, vPro)	5	EA	-	-
619-AQLP	Windows 11 Pro, English, French, Spanish	5	EA	-	-
370-AHKW	16 GB, 2 X 8 GB, LPDDR5, 5200MT/s, Integrated	5	EA	-	-
338-CGSP	Integrated Intel Iris Xe Graphics for i5-1240U vPro Processor, 16GB DDR5 Memory with u-blox NEO-M9N GPS card	5	EA	-	-
631-ADOX	Intel vPro Technology Advanced Management Features	5	EA	17.35	86.75

To make a payment or access your account details online, please visit MyFinancials at <https://mfm.dell.com>



# Higginbotham™

3500 Highway 365, Suite B  
Port Arthur, TX 77642  
Phone: (409) 721-6400

City of Groves  
3947 Lincoln  
Groves, TX 77619

**Invoice # 427473**

Account Code  
GROVES0-01  
Balance Due On  
11/15/2025

Page: 1 of 1  
Date  
11/13/2025  
Amount Due  
\$243,765.72

<sup>†</sup> New Remit To Address <sup>†</sup>

**Please remit payment to:**  
**Higginbotham Insurance Agency, Inc.**  
**P.O. Box 735110**  
**Dallas, TX 75373-5110**

Policy Type: Agency Fee			Policy Number: FEE		Effective: 11/15/2025 to 11/15/2026	
Item #	Trans Eff Date	Due Date	Trans	Description	Amount	
	11/15/2025	11/15/2025	RENB	Renewal of 25-26 W&H Policy Agency Fee Effective 11/15/2025	\$20,800.00	
					Sub-Total	\$20,800.00

Policy Type: Wind & Hail			Policy Number: MWC0500226		Effective: 11/15/2025 to 11/15/2026	
Item #	Trans Eff Date	Due Date	Trans	Description	Amount	
	11/15/2025	11/15/2025	RENB	Renewal of Wind & Hail Effective 11/15/2025	\$210,921.00	
	11/15/2025	11/15/2025	PFEE	Broker Policy Fee for Wind & Hail	\$750.00	
	11/15/2025	11/15/2025	PFEE	Managing General Agent Fee for Wind & Hail	\$500.00	
	11/15/2025	11/15/2025	PFEE	Inspection Fee for Wind & Hail	\$400.00	
	11/15/2025	11/15/2025	SLTX	Surplus Lines Tax for Wind & Hail	\$10,309.69	
	11/15/2025	11/15/2025	STFE	Surplus Lines Stamping Fee for Wind & Hail	\$85.03	
					Sub-Total	\$222,965.72

**Total Invoice Balance: \$243,765.72**

Thank you for your business!

**Please make check payable to Higginbotham and include your invoice for proper application of your payment.**  
**Or, pay on-line at <https://higginbotham.epaypolicy.com/>**



# PURCHASE ORDER

City of Groves

PURCHASE ORDER # 09-40954

10/28/2025

ISSUED TO: VEND #: 01-35036  
MOTOROLA SOLUTIONS  
13104 COLLECTIONS CENTER DRIVE  
CHICAGO, IL 60693

SHIP TO:  
CITY OF GROVES POLICE/COURT  
4201 MAIN AVE.  
GROVES, TX 77619

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
1.00	PORTABLE RADIOS & ACC	01 -5-31-07-302	2015 JAG GRANT	36,155.05	36,155.05
1.00	PORTABLE RADIO & ACC	01 -5-31-02-020	MINOR APPARATUS & TOOLS	174.89	174.89
	QUOTE-3323218 CONTRACT:17724-HGAC(TX)-RA05-21				
	6 PORTABLE RADIOS \$31,072.62				
	6 DEVICE PROGRAMMING \$1,028.58				
	6 BATTERIES \$834.72				
	4 CHARGE \$898.02				
	5 ACCESSORY KIT \$2,496.00				
	GRAND TOTAL \$36,329.94				

\*\*\* TOTAL \*\*\* 36,329.94

ORDERED BY: TONY PHILLIPS

APPROVED BY: CHRISTOPHER G. ROBIN



Billing Address:  
GROVES POLICE DEPT, CITY OF  
P O BOX 846  
GROVES, TX 77619  
US

Shipping Address:  
GROVES POLICE DEPT, CITY OF  
4201 MAIN AVE  
GROVES, TX 77619  
US

Quote Date:10/01/2025  
Expiration Date:11/30/2025  
Quote Created By:  
Mike Wise  
mike.wise@bearcom.com  
  
End Customer:  
GROVES POLICE DEPT, CITY OF  
Tony Phillips  
tphillips@cigrovestx.com

Contract: 17724 - HGAC (TX)-RA05-21

## Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Contract Price	Sale Price	Ext. Sale Price
	APX™ 6000 Series	APX6000				
1	H98UCF9PW6BN	PORTABLE RADIO APX6000 700/800 MODEL 2.5	6	\$5,178.77	\$5,178.77	\$31,072.62
1a	QA01648AA	ADD: HW KEY SUPPLEMENTAL DATA	6			
1b	Q361AR	ADD: P25 9600 BAUD TRUNKING	6			
1c	H38BT	ADD: SMARTZONE OPERATION	6			
1d	QA09113AB	ADD: BASELINE RELEASE SW	6			
1e	HA00025AH	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE	6			
1f	Q806BM	ADD: ASTRO DIGITAL CAI OPERATION	6			
1g	QA05751AA	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY)	6			
2	LSV00Q00202A	DEVICE PROGRAMMING	6	\$171.43	\$171.43	\$1,028.58
3	PMNN4485A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION R IP68 2550T	6	\$139.12	\$139.12	\$834.72
4	NNTN8863B	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 100-240VAC, US/NA/LACR PLUG	6	\$149.67	\$149.67	\$898.02



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800





Line #	Item Number	Description	Qty	Contract Price	Sale Price	Ext. Sale Price
5	PMMN4136B	ACCESSORY KIT,XVP830 REMOTE SPEAKER MICROPHONE NO CHANNEL KNOB	6	\$416.00	\$416.00	\$2,496.00

**Grand Total** **\$36,329.94(USD)**

**Notes:**

- Quote is H-GAC contract RA05-21 discounted.

6 APX 6000 radios  
Microphones for each radio (XVP RSM Optional)  
Chargers for each radio  
Holders for each radio  
Antennas for each radio  
Programming and any additional necessary accessories

Spare Batteries are included

Price subject to change at manufacturer discretion.

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800



Line #	Item Number	Parametric Data
1a	QA01648AA	ASKHOMID = 04E6



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800





## Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead (PO will not be processed without this)
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the <i>Legal</i> Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO )
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

**NOTE:** When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.

Once checklist is complete, order still must go through **Order Validation/Credit Approval**



**Motorola Solutions, Inc.**  
**500 West Monroe**  
**Chicago IL 60661**  
**United States**  
**Federal Tax ID: 36-1115800**

**Invoice 8282236895**

<b>Issue Date</b> Nov 13, 2025	<b>P.O. No.</b> 09-40954	<b>P.O. Date</b> Oct 28, 2025
<b>Sales Order</b> 3203951781	<b>Delivery No.</b> See the list on next page	<b>Customer No.</b> 1011366136

**Billing Address**

GROVES POLICE DEPT, CITY OF  
ATTN: Accounts Payable  
4201 MAIN AVE  
GROVES TX 77619  
United States

**Shipping Address**

GROVES POLICE DEPT, CITY OF  
4201 MAIN AVE  
GROVES TX 77619  
United States

**Important Information**

Ultimate Destination: United States  
Freight Terms: FREIGHT PREPAID  
Inco Term: CPT  
NEAREST PORT OF IMPORT

**For all invoice payment inquiries contact**

SLT6ARB@motorolasolutions.com  
Telephone: 800-247-2346

**Payment Details****Payment Method / Terms**

Net Due in 30 Days

**Payment Address**

Motorola Solutions, Inc.  
13108 Collections Center Drive  
Chicago, IL 60693  
United States

**Bank**

Bank of America, Dallas

**Bank Account No.****ABA Routing No. for ACH****ABA Routing No. for Wire Transfer****SWIFT**

Invoice Total

**USD 4,228.74**

Payment Due Date Dec 13, 2025

**Pay Online**[motorolasolutions.com/billing](https://motorolasolutions.com/billing)

Invoice 8282236895

Please detach here and return the bottom portion with your payment

Page 1 of 2

**Payment Coupon****Invoice 8282236895****Issue Date**

Nov 13, 2025

**Customer No.**

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

**Billing Address**

GROVES POLICE DEPT, CITY OF  
ATTN: Accounts Payable  
4201 MAIN AVE  
GROVES TX 77619  
United States

**Payment Address**

Motorola Solutions, Inc.  
13108 Collections Center Drive  
Chicago, IL 60693  
United States

Invoice Total

**USD 4,228.74**

Tax Included 0.00

Payment Due Date **Dec 13, 2025**

Provide your remittance details to:  
**US.remittance@motorolasolutions.com**



Delivery No(s): 9112848525, 9112848524

#	Description	Ship Date	Service Period	Unit Price	Qty	Amount
1.1	PORTABLE RADIO BATTERY IMPRES 2 LI-ION R IP68 2550T ITEM# PMNN4485A	Nov 13, 2025		139.12	6	834.72
1.2	CHARGER, DESKTOP SINGLE UNIT IMPRES 2, US/NA/LACR ITEM# NNTN8863B	Nov 13, 2025		149.67	6	898.02
1.3	XVP830 REMOTE SPEAKER MICROPHONE, NO CHANNEL KNOB ITEM# PMMN4136B	Nov 13, 2025		416.00	6	2,496.00

Tracking No: 395313098429, 395317026789

USD Subtotal	4,228.74
USD Total Tax	0.00
<b>USD Invoice Total</b>	<b>4,228.74</b>
USD Amount Due	4,228.74



**Motorola Solutions, Inc.**  
**500 West Monroe**  
**Chicago IL 60661**  
**United States**  
**Federal Tax ID: 36-1115800**

**Invoice 8282232955**

<b>Issue Date</b> Nov 06, 2025	<b>P.O. No.</b> 09-40954	<b>P.O. Date</b> Oct 28, 2025
<b>Sales Order</b> 3203951781	<b>Delivery No.</b> 9112845313	<b>Customer No.</b> 1011366136

**Billing Address**

GROVES POLICE DEPT, CITY OF  
ATTN: Accounts Payable  
4201 MAIN AVE  
GROVES TX 77619  
United States

**Shipping Address**

GROVES POLICE DEPT, CITY OF  
4201 MAIN AVE  
GROVES TX 77619  
United States

**Important Information**

Ultimate Destination: United States  
Freight Terms: FREIGHT PREPAID  
Inco Term: CPT  
NEAREST PORT OF IMPORT

**For all invoice payment inquiries contact**

SLT6ARB@motorolasolutions.com  
Telephone: 800-247-2346

**Payment Details****Payment Method / Terms**

Net Due in 30 Days

**Payment Address**

Motorola Solutions, Inc.  
13108 Collections Center Drive  
Chicago, IL 60693  
United States

**Bank**

Bank of America, Dallas

**Bank Account No.****ABA Routing No. for ACH****ABA Routing No. for Wire Transfer****SWIFT**

Invoice Total

**USD 32,101.20**

Payment Due Date Dec 06, 2025

**Pay Online**[motorolasolutions.com/billing](https://motorolasolutions.com/billing)

Invoice 8282232955

Please detach here and return the bottom portion with your payment

Page 1 of 2

**Payment Coupon****Invoice 8282232955****Issue Date**

Nov 06, 2025

**Customer No.**

Please put your Transaction Number and your Customer Account Number on your payment for prompt processing.

**Billing Address**

GROVES POLICE DEPT, CITY OF  
ATTN: Accounts Payable  
4201 MAIN AVE  
GROVES TX 77619  
United States

**Payment Address**

Motorola Solutions, Inc.  
13108 Collections Center Drive  
Chicago, IL 60693  
United States

Invoice Total

**USD 32,101.20**

Tax Included 0.00

Payment Due Date **Dec 06, 2025**

Provide your remittance details to:  
[US.remittance@motorolasolutions.com](mailto:US.remittance@motorolasolutions.com)



#	Description	Ship Date	Service Period	Unit Price	Qty	Amount
1	PORTABLE RADIO APX6000 700/800 MODEL 2.5 SO Line No.: 1.1 ITEM# H98UCF9PW6BN	Nov 06, 2025		2,864.52	6	17,187.12
Serial No. 481CBX0934, 481CBX0935, 481CBX0936, 481CBX0937, 481CBX0938, 481CBX0939						
1.1	PORTABLE RADIO APX6000 700/800 MODEL 2 ITEM# H98UCF9PW6BN-A			0.00	6	0.00
1.2	DEVICE PROGRAMMING ITEM# LSV00Q00202A			171.43	6	1,028.58
1.3	HA00025AH - ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE : Duration ITEM# LSV01S00017A		Nov 08, 2025 - Nov 07, 2030	578.00	6	3,468.00
1.4	ADD: P25 9600 BAUD TRUNKING ITEM# Q361AR			257.69	6	1,546.14
1.5	ADD: SMARTZONE OPERATION ITEM# H38BT			1,030.76	6	6,184.56
1.6	ADD: ASTRO DIGITAL CAI OPERATION ITEM# Q806BM			443.11	6	2,658.66
1.7	ADD: NO ENCRYPTION, CLEAR RADIO (NO ADP) (US ONLY) ITEM# QA05751AA			0.00	6	0.00
1.8	ADD: BASELINE RELEASE SW ITEM# QA08113AB			0.00	6	0.00
1.9	ADD: HW KEY SUPPLEMENTAL DATA ITEM# QA01648AA			4.69	6	28.14
1.10	ADD: 5Y ESSENTIAL ACCIDENTAL DAMAGE ITEM# HA00025AH			0.00	6	0.00
USD Subtotal						32,101.20
USD Total Tax						0.00
<b>USD Invoice Total</b>						<b>32,101.20</b>
USD Amount Due						32,101.20

# PURCHASING DOCUMENT FOR QUOTES ONLY

City of Groves, Dept. of Public Works and Engineering

DATE: November 25, 2025

P.O. NUMBER: 09-41170

TO: Kevin Carruth

FROM: Chris Cropper

## Purchase Recommendation

**Recommended Company:** PVS DX, INC

**Items to be Purchased:** Chlorine

ITEM DESC.	QTY	UNIT COST	TOTAL COST
CHLORINE	1	\$6,840.00	\$6,840.00
8,000 LB at \$0.8550			\$0.00
Super Fund	1	\$21.60	\$21.60
			\$0.00
* Note: Purchases greater than \$5000.00 Require Council approval <u>before</u> ordering!			\$6,861.60*

### REASONS FOR PURCHASE:

Chlorine used for disinfection

### QUOTES

COMPANY NAME		COST
1.	SOLE SOURCE	\$
2.		\$
3.		\$
4.		\$
5.		\$

CHARGE NUMBER: 11-5-63-02-120

VENDOR NUMBER: 23739

Requested by: Ch Cropper

Date: 11-25-25

Approved by: BZK

(PW Director)

Date: 11-25-2025

Approved by: \_\_\_\_\_

(City Manager)

Date: \_\_\_\_\_

Date Council Approved \_\_\_\_\_



# PURCHASING REQUISITION /QUOTES

City of Groves, Dept. of Public Works

DATE: December 2, 2025

P.O. NUMBER: 09-41194

TO: Kevin Carruth

FROM: Coby Doucet

## Purchase Recommendation

**Recommended Company:** PVS DX,INC(36629)

**Items to be Purchased:** CL2 AND SO2

CHARGE ACCOUNT	ITEM DESC.	QTY	UNIT COST	TOTAL COST
11-5-64-02-140	CL2	4	\$1,710.00	\$6,840.00
11-5-64-02-140	SO2	2	\$1,630.00	\$3,260.00
11-5-64-02-140	SUPER FUND TAX	1	\$21.60	\$21.60
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$10,121.60
* Note: Purchases greater than \$5000.00 Require Council approval <u>before</u> ordering!				

## REASONS FOR PURCHASE:

CL2 AND SO2 FOR DISINFECTION AND DECHLORINATION OF TREATED WASTEWATER.

## QUOTES

	COMPANY NAME	COST
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

Approved by:  
(PW Director)



Date: 12-3-2025

Approved by:  
(City Manager)

Date:

Date Council Approved







6425 Highway 347  
Beaumont TX 77705

**Customer Service** (409) 724-2371  
RepublicServices.com/Support

#### Important Information

It's easy to go paperless! Sign up for Paperless Billing at RepublicServices.com and enjoy the convenience of managing your account anytime, anywhere, on any device.

#### Account Number

Invoice Number

0862-001284848

Invoice Date

October 31, 2025

**Past Due on 10/31/25**

**\$35,032.71**

Payments/Adjustments

-\$26,799.25

**Current Invoice Charges**

**\$9,153.00**

Total Amount Due	Payment Due Date
<b>\$17,387.26</b>	<b>Past Due</b>

#### PAYMENTS/ADJUSTMENTS

Description	Reference	Amount
Payment - Thank You 10/02	83118	-\$26,799.00
Inv# 001272109 Dated 08/31/25		-\$0.25
Re: Pickup Service		

#### CURRENT INVOICE CHARGES

Description	Reference	Quantity	Unit Price	Amount
Groves Water Reclaim Ctr>fel 4925 Mckinley Ave CSA SAG052501				
Groves, TX				
1 Waste Container 2 Cu Yd, 1 Lift Per Week				
Pickup Service 10/01-10/31			\$237.00	\$237.00
Fuel Recovery Fee				\$44.08
Location Total				\$281.08

Groves Water Reclaim Ctr>fel 1222 Taft Ave CSA S034997R01  
Port Arthur, TX

2 Waste Container 2 Cu Yd, 2 Lifts Per Week

Non-Scheduled Service 10/25

Dispatch Bk

2.0000

\$91.80

\$183.60

Receipt Number 77757

Pickup Service 10/01-10/31

RECEIVED

\$397.61

\$397.61

Fuel Recovery Fee

\$108.11

Location Total

\$689.32

Groves Water Reclaim Ctr>rol 1222 Taft Ave CSA A912484299  
Port Arthur, TX

1 Waste Container 20 Cu Yd, 5 Lifts Per Week Special Waste

Pickup Service 09/29

1.0000

\$300.00

\$300.00

St 177729 M 3883968 Wt 520831

Pickup Service 09/30

1.0000

\$300.00

\$300.00

St 177731 M 3883969 Wt 521180

Pickup Service 10/01

1.0000

\$300.00

\$300.00

St 177735 M 3883970 Wt 521437

FINANCE

Past Due	30 Days	60 Days	90+ Days
	\$8,233.46	\$0.00	\$0.00



6425 Highway 347  
Beaumont TX 77705

Please Return This  
Portion With Payment

**Total Enclosed**

Return Service Requested

**Total Amount Due** **\$17,387.26**

**Payment Due Date** **Past Due**

**Account Number** **3-0862-1266188**

**Invoice Number** **0862-001284848**

☐ For Billing Address Changes  
Check Box and Complete Reverse

Make Checks Payable To:



00019416  
0102

CITY OF GROVES ATTN AP  
GULF COAST WATER RECLAIM CTR  
3947 LINCOLN AVE  
GROVES TX 77619-4604



REPUBLIC SERVICES #862  
PO BOX 677156  
DALLAS TX 75267-7156



6425 Highway 347  
Beaumont TX 77705

**Account Number**

Invoice Number

Invoice Date

0862-001284848

October 31, 2025

**CURRENT INVOICE CHARGES**

<u>Description</u>	<u>Reference</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Pickup Service 10/02		1.0000	\$300.00	\$300.00
St 177739 M 3883971 Wt 521730				
Pickup Service 10/03		1.0000	\$300.00	\$300.00
St 177743 M 3883972 Wt 522017				
Pickup Service 10/06		1.0000	\$300.00	\$300.00
St 167126 M 3883973 Wt 522625				
Pickup Service 10/07		1.0000	\$300.00	\$300.00
St 177748 M 3883974 Wt 522825				
Pickup Service 10/08		1.0000	\$300.00	\$300.00
St 164000 M 3883975 Wt 522938				
Pickup Service 10/09		1.0000	\$300.00	\$300.00
St 164005 M 3883976 Wt 523047				
Pickup Service 10/10		1.0000	\$300.00	\$300.00
St 164164 M 3883977 Wt 523169				
Pickup Service 10/13		1.0000	\$300.00	\$300.00
St 164165 M 3883978 Wt 523347				
Pickup Service 10/14		1.0000	\$300.00	\$300.00
St 164009 M 3883979 Wt 523519				
Pickup Service 10/15		1.0000	\$300.00	\$300.00
St 164014 M 3883980 Wt 523634				
Pickup Service 10/16		1.0000	\$300.00	\$300.00
St 164178 M 3883981 Wt 523916				
Pickup Service 10/17		1.0000	\$300.00	\$300.00
St 164184 M 3883982 Wt 524056				
Pickup Service 10/20		1.0000	\$300.00	\$300.00
St 164031 M 3883983 Wt 524372				
Pickup Service 10/21		1.0000	\$300.00	\$300.00
St 164035 M 3883984 Wt 524503				
Pickup Service 10/22		1.0000	\$300.00	\$300.00
St 164039 M 3883985 Wt 524702				
Pickup Service 10/23		1.0000	\$300.00	\$300.00
St 164044 M 3883986 Wt 524935				
Pickup Service 10/24		1.0000	\$300.00	\$300.00
St 181850 M 3883987 Wt 525044				
Pickup Service 10/27		1.0000	\$300.00	\$300.00
St 181855 M 3883988 Wt 525162				
Pickup Service 10/28		1.0000	\$300.00	\$300.00
St 181858 M 3883989 Wt 525295				
Pickup Service 10/29		1.0000	\$300.00	\$300.00
St 181863 M 3883990 Wt 525490				

**Fuel Recovery Fee** \$1,283.40

**Location Total** \$8,183.40

**Total Fuel Recovery Fee** \$1,435.59

**CURRENT INVOICE CHARGES, Due by November 20, 2025** **\$9,153.80**



## P U R C H A S E   O R D E R

City of Groves

PURCHASE ORDER # 09-41084

11/13/2025

ISSUED TO:                      VEND #: 01-22156  
TCEQ  
PO BOX 13089  
AUSTIN, TX 78711-3089

SHIP TO:  
City of Groves City Hall  
3947 Lincoln Avenue  
Groves, TX 77619  
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
0.00	PERMIT FEE FOR WWTP 2026 PERMIT FEE FOR THE WASTEWATER TREATMENT PLANT 2026	11 -5-64-06-180	STATE/FED FEES & PERMITS	29,940.00

PAID  
NOV 21 2025  
FINANCE

29,940.96  
\*\*\* TOTAL \*\*\* 29,940.00

ORDERED BY: TROY W. FOXWORTH

APPROVED BY: TROY W. FOXWORTH



TEXAS COMMISSION ON  
ENVIRONMENTAL QUALITY

# INVOICE

COMPANY: CITY OF GROVES  
ACCOUNT:

DETACH BOTTOM PORTION AND RETURN ORIGINAL COUPON WITH PAYMENT

PAGE 1

ACCOUNT NO.	INCLUDES PAYMENTS THROUGH:	COLL COST RECOVERY	LATE FEES	BALANCE DUE
23006665	OCT14,25	0.00	0.00	29,940.96
INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT	BALANCE
OCT31,25	CWQ0080255	PERMIT 0010094004 FY26 PERMIT	29,940.96	29,940.96
<p>09-41154</p> <p>09-41154</p> <p>RECEIVED</p> <p>NOV 05</p> <p>FINANCE</p> <p>PAID</p> <p>NOV 21 2025</p> <p>FINANCE</p>				

Please return the original coupon with payment. For questions concerning calculations or site location, please call 512-239-4671.

29,940.96

See REVERSE SIDE for Explanation of Charges and TCEQ Contact Telephone Numbers.

PLEASE PAY THIS AMOUNT INCLUDE ACCOUNT NUMBER ON CHECK



**AI Billing Summary Insert**  
WQ0010094004 AR23006665

Account Receivable No.: 23006665  
Billing Customer: CITY OF GROVES

Permit/Registration No.: WQ0010094004  
Customer Name: CITY OF GROVES

Facility/Site Name: GULF COAST WATER RECLAMATION CENTER WWTP  
Authorization Type: PUB DOM WW

**Flow:**

Sum of Contaminated Flow Limit: 5.32  
Sum of Uncontaminated Flow Limit: 0  
Total Flow Assessment: \$4522

**Pollutants:**

Sum of Oxygen Demand (lbs/day): 311  
Sum of Suspended Solids (lbs/day): 666  
Sum of Ammonia (lbs/day): 89  
Sum of Heat (temperature): 0  
Total Pollutants Fee Assessment: \$15990

PAID  
NOV 21 2025  
FINANCE

**Facility Indicators used to determine the total assessment:**

Aquaculture: NO  
Stormwater Only: NO \$0  
Stormwater Fee: NO \$0  
EPA Facility Classification: MAJOR \$2000  
Facility Toxic Rating: 0 \$0  
Facility Disposal Method: DISCHARGE 0% Reduction  
Facility Operational Status: ACTIVE 0% Reduction  
Multiplier: 1.33  
Total Permit Fee: \$29940.96

**Extension data used to determine the fee assessment:**

Extension Name	Uncontam Flow	Contam Flow	Oxygen Demand	TSS	Ammonia	Heat
	0	0	0	0	0	0
34441 OTFL 001 TPDES	0	5.32	311	666	89	0

**Total Assessment: \$29940.96**

**BILLING STATEMENT**

Questions? Please  
contact us at  
billing@tmlirp.org

**Texas Municipal League  
Intergovernmental Risk Pool**  
[www.tmlirp.org](http://www.tmlirp.org) • 512-491-2300  
Billing Payment Address:  
P.O. Box 388  
San Antonio, Texas 78292-0388

City of Groves  
Attn: Libbie Hughes  
3947 Lincoln Ave  
Groves, Texas 77619-0000

Statement Date 12/01/2025  
Due Date **DUE UPON RECEIPT**  
Contract Number 7477

**New Charges Detail**

Subtotal - Contribution Installment	\$0.00
Subtotal - Contribution Changes	\$0.00
Subtotal - Other Charges / (Credits)	\$0.00
Grand Total - New Charges / (Credits)	<u>\$0.00</u>

**Account Recap**

Balance from Previous Statement:	\$315,442.40
Total Payments Received:	\$0.00
Total New Charges / (Credits):	\$0.00
<b>Balance:</b>	<b>\$315,442.40</b>



## P U R C H A S E O R D E R

City of Groves

PURCHASE ORDER # 09-41186

12/01/2025

## ISSUED TO:

VEND #: 01-23852

## SHIP TO:

WEX BANK  
P.O. BOX 4337City of Groves City Hall  
3947 Lincoln Avenue  
Groves, TX 77619  
Purchasing Department

CAROL STREAM, IL 60197-4337

UNITS	DESCRIPTION	G/L ACCOUNT		PRICE	AMOUNT
0.00	FUEL FOR PD VEHICLES	01 -5-31-02-030	VEHICLE FUEL & OIL	0.00	2,773.88
24.00	FUEL CARD	01 -5-31-02-030	VEHICLE FUEL & OIL	2.00	48.00
0.00	FUEL REBATE	01 -5-31-02-030	VEHICLE FUEL & OIL	0.00	70.41-
0.00	FUEL FOR FD VEHICLES	01 -5-32-02-030	VEHICLE FUEL & OIL	0.00	973.10
10.00	FUEL CARD	01 -5-32-02-030	VEHICLE FUEL & OIL	2.00	20.00
0.00	FUEL REBATE	01 -5-32-02-030	VEHICLE FUEL & OIL	0.00	23.06-
0.00	FUEL FOR PW VEHICLES	01 -5-38-02-030	VEHICLE FUEL & OIL	0.00	171.69
3.00	FUEL CARD	01 -5-38-02-030	VEHICLE FUEL & OIL	2.00	6.00
0.00	FUEL REBATE	01 -5-38-02-030	VEHICLE FUEL & OIL	0.00	4.42-
0.00	FUEL FOR G VEHICLES	01 -5-42-02-030	VEHICLE FUEL & OIL	0.00	123.60
2.00	FUEL CARD	01 -5-42-02-030	VEHICLE FUEL & OIL	2.00	4.00
0.00	FUEL REBATE	01 -5-42-02-030	VEHICLE FUEL & OIL	0.00	3.19-
0.00	FUEL FOR S/D VEHICLES	01 -5-44-02-030	VEHICLE FUEL & OIL	0.00	1,115.96
26.00	FUEL CARD	01 -5-44-02-030	VEHICLE FUEL & OIL	2.00	52.00
0.00	FUEL REBATE	01 -5-44-02-030	VEHICLE FUEL & OIL	0.00	24.35-
0.00	FUEL FOR FM VEHICLES	01 -5-46-02-030	VEHICLE FUEL & OIL	0.00	315.98
9.00	FUEL CARD	01 -5-46-02-030	VEHICLE FUEL & OIL	2.00	18.00
0.00	FUEL REBATE	01 -5-46-02-030	VEHICLE FUEL & OIL	0.00	7.70-
0.00	FUEL FOR SW VEHICLES	05 -5-55-02-030	VEHICLE FUEL & OIL	0.00	5,568.68
8.00	FUEL CARD	05 -5-55-02-030	VEHICLE FUEL & OIL	2.00	16.00
0.00	FUEL REBATE	05 -5-55-02-030	VEHICLE FUEL & OIL	0.00	111.90-
0.00	FUEL FOR WP VEHICLES	11 -5-63-02-030	VEHICLE FUEL & OIL	0.00	82.76
2.00	FUEL CARD	11 -5-63-02-030	VEHICLE FUEL & OIL	2.00	4.00
0.00	FUEL REBATE	11 -5-63-02-030	VEHICLE FUEL & OIL	0.00	2.13-
0.00	FUEL FOR WWP VEHICLES	11 -5-64-02-030	VEHICLE FUEL & OIL	0.00	207.13
2.00	FUEL CARD	11 -5-64-02-030	VEHICLE FUEL & OIL	2.00	4.00
0.00	FUEL REBATE	11 -5-64-02-030	VEHICLE FUEL & OIL	0.00	4.83-
0.00	FUEL FOR UT VEHICLES	11 -5-67-02-030	VEHICLE FUEL & OIL	0.00	1,308.57
15.00	FUEL CARD	11 -5-67-02-030	VEHICLE FUEL & OIL	2.00	30.00

\*\* CONTINUED \*\*

## P U R C H A S E   O R D E R

City of Groves

PURCHASE ORDER # 09-41186

12/01/2025

ISSUED TO:                      VEND #: 01-23852  
WEX BANK  
P.O. BOX 4337  
CAROL STREAM, IL 60197-4337

SHIP TO:  
City of Groves City Hall  
3947 Lincoln Avenue  
Groves, TX 77619  
Purchasing Department

UNITS	DESCRIPTION	G/L ACCOUNT	PRICE	AMOUNT
0.00	FUEL REBATE FUEL FOR ALL VEHICLES FOR NOVEMBER	11 -5-67-02-030	0.00	35.32-

\*\*\* TOTAL \*\*\*                      12,556.04

ORDERED BY: TROY W. FOXWORTH

APPROVED BY: TROY W. FOXWORTH



# Invoice Statement

INVOICE NUMBER: 108999570  
ACCOUNT NAME: City of Groves

PAGE 1

ACCOUNT NUMBER	CREDIT LIMIT	DAYS THIS PERIOD	BILL CLOSING DATE	PAYMENT DUE DATE**	AMOUNT DUE
	54650.00	30	NOV-30-2025	DEC-22-2025	12556.04

DATE	ACTIVITY DESCRIPTION	CHARGES / DEBITS	PAYMENTS / CREDITS
NOV-12-2025	Payment - Thank You		14389.77
NOV-28-2025	Fuel Purchases	12641.35	
NOV-28-2025	Other Adjustments this Period	202.00	228.73
NOV-28-2025	Rebates and Rebate Reversals		58.04
<div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>REMINDER</b>                      PLEASE BE SURE TO INCLUDE REMITTANCE                      STUB WITH PAYMENT. MAIL TO THE                      ADDRESS SHOWN IN THE RIGHT PORTION                      OF THE REMITTANCE STUB.                 </div>			
<p><b>**Payment must process by Payment Due Date. Paper checks must be received at least two business days before Payment Due Date to enable on-time processing.</b></p> <p>The Finance Charge is determined by applying a periodic rate of 8.99%</p>			

PURCHASES, RETURNS AND PAYMENTS MADE JUST PRIOR TO BILL CLOSING DATE MAY NOT APPEAR UNTIL THE NEXT INVOICE/STATEMENT.  
SEE REVERSE SIDE FOR IMPORTANT INFORMATION AND TERMS.

PREVIOUS BALANCE	(-)PAYMENTS	(+)ACTIVITY THIS PERIOD	(-)SAVINGS THIS PERIOD	(=)NEW BALANCE
14389.23	14389.77	12843.35	286.77	12556.04

CALL CUSTOMER SERVICE TO PAY BY PHONE  
FEDERAL TAX ID: 841425616

TO ENSURE PROPER CREDIT, TEAR AT PERFORATION AND INCLUDE BOTTOM PORTION WITH YOUR PAYMENT

## WEX Enterprise ExxonMobil Card

Do not use for remittance  
P.O. Box 639  
Portland, ME 04104-0639

Gail Green  
City of Groves  
3947 Lincoln Avenue  
Groves, TX 77619

ACCOUNT NAME	City of Groves
ACCOUNT NUMBER	0460-00-247066-4
INVOICE NUMBER	108999570
BILL CLOSING DATE	NOV-30-2025
AMOUNT DUE	12556.04
AMOUNT ENCLOSED	
PAYMENT DUE DATE	DEC-22-2025

PAYMENTS RECEIVED AFTER THIS DATE SUBJECT TO A FINANCE CHARGE.

**Make check payable to: WEX BANK**  
To avoid processing delays, remit all payments to:

**WEX BANK**  
P.O. BOX 4337  
CAROL STREAM IL 60197-4337

### **Balance Subject to Late Fees**

If Company fails to make payment in full by the applicable Due Date, or a payment is returned (each a "Payment Default"), then a fee (the "Late Fee") will apply to the Total Outstanding Balance (as defined below). The late fee will be calculated by multiplying the applicable late fee rate by the Total Outstanding Balance on the Calculation Date, not to exceed the amount allowable by applicable law. For Billing Cycles other than monthly, the percentage rate used in the Late Fee calculation will be prorated based on the length of the billing cycle in relation to a monthly billing cycle. Company will be considered to have made a payment to Issuer on an Account only when the payment is posted to the Account as provided in this Agreement. The "Calculation Date" is the earlier of (a) the posting date for Company's payment in full of the invoiced amount to its Account, or (b) the last day of the Billing Cycle during which the Payment Default occurred. The "Total Outstanding Balance" is the invoiced amount, plus the amount of any unbilled Transactions delivered by a merchant to Issuer, and minus any credits that have posted to the Account, through the Calculation Date.

### **How to Dispute Your Invoice**

Charges must be disputed in writing no later than sixty (60) days from the bill closing date or they will be considered final and binding.

### **Card Issuer**

The card is issued and payable to WEX Bank under a Business Charge Account Agreement with the cardholder named on the reverse.

### **Customer Service**

For account inquiries and correspondence regarding account service or billing:

- **Call 1-888-774-4939, or**
- **Email [correspondence@wexinc.com](mailto:correspondence@wexinc.com), or**
- **Fax to 1-800-395-0809, or**
- **Mail to P.O. Box 639, Portland, ME 04104**

Do not mail payments to this address. Payments must be sent to the remit address on your invoice.

Be sure to include your account number on all correspondence.

Your full Business Card Agreement is available here:  
<https://www.wexdrive.com/tncs/enterprise.pdf>

### **Payment Options**

#### **Mail**

Be sure to include bottom portion of invoice with your payment. Write your account number or invoice number on the check to help avoid delays in payment processing if the check and remit stub become separated. Check payments can take up to two Business Days to process from the time the envelope containing a check arrives at Issuer's facility to posting of the check amount to the Account.

Allow 10 business days prior to the due date for mailing to help avoid late fees. Paper checks must be received at least two business days before Payment Due Date to enable on-time processing.

#### **Online**

Authorized users can elect to receive an email notification when an invoice is ready for online viewing and payment. Log in or register to set up an online account at [www.wexefm.com](http://www.wexefm.com).

Online payments scheduled by 3:30 PM ET (on business days) are credited to your account on the same day. There is no fee for online payments.

#### **Phone**

Call Customer Service to schedule a payment or check your balance.

Payments scheduled by 3:30 PM ET (on business days) are credited to your Account on the same day.

Be prepared with your fleet card account number and a sample check to enter your bank account number and routing number. There is no fee for phone payments.



# Invoice Statement

INVOICE NUMBER: 108999570  
ACCOUNT NAME: City of Groves

PAGE 3

If an adjustment is shown here and in the detail above, the amount listed here is a summed value of those individual charges.

DATE	TRANSACTION DESCRIPTION	FUNDED BY	REBATE PERIOD UNITS/DOLLARS	PERIOD AMT	REBATE YTD UNITS/DOLLARS	REBATE YTD AMT
11-28	OTHER ADJUSTMENTS THIS PERIOD					
11-28	Monthly Card Charge			202.00		
11-28	XOM Enterprise Triband Rebate			-228.73		
	Subtotal			-26.73		
11-28	REBATES AND REVERSALS					
	Rebate Adjustment			-58.04		-345.44
	Subtotal			-58.04		-345.44
	Total			-84.77		-345.44

**City of Groves**  
**Agenda Item Information Form**

Council Meeting Date: 12/8/2025 Department: City Manager Agenda Item No. 15

Title for Item (same as to be placed on Agenda): Deliberate and act on Ordinance 2025-23, imposing a lien against an owner's property for delinquent utility bills for municipal utility service to the properties at 5401 Gulfway Drive, 5305 Gulfway Drive, 6775 25<sup>th</sup> Street, and 5899 West Jefferson.

Party(ies) requesting placement of this item on the agenda: Kevin Carruth, City Manager

Submitted to City Manager's Office on: Date: 12/4/25 Time: 1:15 p.m. By: C. THIBODEAUX

Explanation of Item: Following consultation with the City Attorney.

Deadline for Approval: As soon as possible.

Staff Recommendation: \_\_\_\_\_

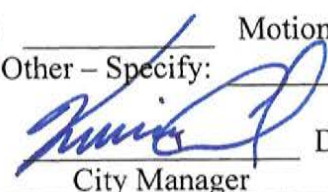
Alternative (if any) for consideration: \_\_\_\_\_

Identify any attachments to this document: Ordinance 2025-23 and Notice of Intent.

Minutes.

Specific Council Action Requested: None (Information item only) \_\_\_\_\_ Motion X

Ordinance – Number 2025-23 Resolution – Number \_\_\_\_\_ Other – Specify: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_ Approved:  Date: 12/04/25  
Department Head City Manager

**FUNDING (IF APPLICABLE)**

Are sufficient funds specifically designated and currently available for this purpose? YES ☐ NO ☐  
If yes, specify account no. \_\_\_\_\_ If no, explain and identify intended funding source: \_\_\_\_\_

**PAYMENT REQUEST**

Amount of requested payment \$ \_\_\_\_\_ Cumulative total of payments to date for this project/item (if applicable): \$ \_\_\_\_\_ Balance due for this project/purchase (if applicable): \$ \_\_\_\_\_

**ACTION TAKEN BY COUNCIL**

APPROVED: ☐ NOT APPROVED: ☐ Any follow-up action required? YES ☐ NO ☐  
If yes, explain \_\_\_\_\_



**CITY OF GROVES**  
**ORDINANCE NO. 2025-23**

**AN ORDINANCE IMPOSING A SECOND LIEN  
AGAINST AN OWNER'S PROPERTY FOR  
ADDITIONAL DELINQUENT UTILITY BILLS FOR  
MUNICIPAL UTILITY SERVICE TO THE PROPERTY  
PURSUANT TO ARTICLE 552.0025(d) OF THE TEXAS  
LOCAL GOVERNMENT CODE.**

**WHEREAS**, Article 552.0025 of the Texas Local Government Code authorizes the City of Groves to impose a lien against an owner's property for delinquent municipal utility bills provided that the property is not a homestead property as protected by the Texas Constitution, and that the proposed liens are not associated with utility charges directly connected in a tenant's name prior to the effective date of the ordinance imposing the lien; and

**WHEREAS**, the City of Groves has determined that it is in the public interest to ensure the payment of delinquent utility bills; and

**WHEREAS**, the City of Groves, pursuant to Article 552.0025(d), Texas Local Government Code, did pass Ordinance 2024-01 on or about January 8, 2024 which authorized the imposition of liens pursuant to the same Texas Local Government Code provisions referenced herein by amending CHAPTER 27 - UTILITIES, ARTICLE II - RATES AND CHARGES, SECTION 27-6.1 - Delinquent Account Procedures of the Code of Ordinances, City of Groves, Texas; and

**WHEREAS**, the City of Groves did pass Ordinance No. 2025-05 on or about February 24, 2025, which imposed utility liens on the properties commonly known in the City of Groves as: (Property 1) 5401 Gulfway; (Property 2) 5305 Gulfway; (Property 3) 6775 25th; (Property 4) 5899 W. Jefferson ("Properties 1-4") in the following amounts as of February 10, 2025: (Property 1): \$28,423.65; (Property 2): \$86,785.83; (Property 3): \$48,042.99; (Property 4): \$40,784.07; and

**WHEREAS**, the City of Groves deems it in the public interest to authorize a second lien for additional delinquent utility charges that have accrued on Properties 1-4 since the filing of Ordinance No. 2025-05; and

**WHEREAS**, the City of Groves has determined the record owners of the property are: (Property 1) Jefferson 5 LLC, a Texas limited liability company, whose address is 1 Old Middletown Road, Suite 201, Pearl River, New York 10965 as set forth in the deed records; (Property 2) Same Owner; (Property 3) Same Owner; (Property 4) Same Owner. The same owner and address is identified with the Jefferson County Appraisal District as of November 26, 2025. Further, the same owner has been identified as the owner of the utility account for Properties 1-4 described in Exhibits A-D. The additional balances for the accounts that have accrued since the first lien are described in Exhibits E-H with the totals as of October 7, 2025 being: (Property 1): \$27,855.94; (Property 2): \$92,385.38; (Property 3): \$54,386.00; (Property 4): \$48,918.98; and

**WHEREAS**, the City of Groves has determined the legal descriptions of the properties which are set forth as Exhibits A-D attached to this Ordinance and incorporated by reference;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GROVES:**

The City of Groves hereby imposes a second utility lien as authorized by Article 552.0025 of the Texas Local Government Code and by CHAPTER 27 - UTILITIES, ARTICLE II - RATES AND CHARGES, SECTION 27-6.1 - Delinquent Account Procedures of the Code of Ordinances, City of Groves, Texas on Properties 1-4 described in Exhibits A-D and with the running balances accounted for in Exhibits E-H.

The additional lien amounts for each property as of December 1, 2025 are as follows:

(Property 1): \$27,855.94;  
(Property 2): \$92,385.38;  
(Property 3): \$54,386.00;  
(Property 4): \$48,918.98.

**The total amounts outstanding for each property, including the first lien (Ordinance No. 2025-05) and this second lien, as of December 1, 2025 are as follows:**

(Property 1): \$56,279.77;  
(Property 2): \$179,171.21;  
(Property 3): \$102,428.99;  
(Property 4): \$89,703.05.  
**TOTAL OUTSTANDING FOR ALL PROPERTIES: \$427,583.02.**

**SECTION II: EFFECTIVE DATE, CODIFICATION, AND PUBLICATION:**

This Ordinance shall be codified and become effective after its approval and adoption. The City Clerk is authorized and shall be provided to the record owner of the real property as follows:

Properties 1-4: (1) Notice by delivery to the common addresses of Properties 1-4; (2) Notice by recording this Ordinance as a lien in the real property records of Jefferson County, Texas for the properties described in Exhibits A-D; (3) Notice to the owner at the address shown on the utility account and on the Jefferson County tax roll for said property.

Notice of the recorded lien shall be provided from the City Clerk within thirty days of the filing of the lien to:

**Addresses Shown on the Utility Accounts/Common Addresses:**

(Property 1): Jefferson 5, LLC, 5401 Gulfway Dr., Groves, Texas 77619;  
(Property 2): Jefferson 5, LLC, 5305 Gulfway Dr., Groves, Texas 77619;  
(Property 3): Jefferson 5, LLC, 6775 25th St., Groves, Texas 77619;  
(Property 4): Jefferson 5, LLC, 5899 W. Jefferson, Groves, Texas 77619

**Properties 1-4 Jefferson County Tax Roll Owner:**

Jefferson 5, LLC  
1 Old Middletown Rd Ste 201  
Pearl River, NY 10965

The City Attorney is authorized to record this Ordinance as a lien in the real property records of Jefferson County, Texas.



The Mayor is authorized to sign the Ordinance before a notary public in order to record the lien in the real property records of Jefferson County, Texas.

**PASSED, APPROVED AND ADOPTED** by the City Council of Groves, Texas, at a regular meeting this, the \_\_\_\_ day of \_\_\_\_\_, A.D., 2025.

\_\_\_\_\_  
**Chris Borne, Mayor**

**ATTEST:**

\_\_\_\_\_  
**Clarissa Thibodeaux, City Clerk**

The foregoing ordinance, including all the provisions thereof, is hereby approved as to form and legality.

\_\_\_\_\_  
**Brandon P. Monk, City Attorney**

**JURAT**

The State of Texas  
County of Jefferson

Subscribed and sworn to before me on this \_\_\_\_ day of \_\_\_\_\_, 2025 by Chris Borne, Mayor, City of Groves, Texas.

(Seal)

\_\_\_\_\_  
**Clarissa Thibodeaux**  
Notary Public, State of Texas

## **NOTICE OF INTENT TO FILE UTILITY LIEN**

Date: December 1, 2025

### **VIA HAND DELIVERY TO THE UTILITY ACCOUNT ADDRESSES**

Jefferson 5, LLC, 5401 Gulfway Dr., Groves, Texas 77619  
Jefferson 5, LLC, 5305 Gulfway Dr., Groves, Texas 77619  
Jefferson 5, LLC, 6775 25th St., Groves, Texas 77619  
Jefferson 5, LLC, 5899 W. Jefferson, Groves, Texas 77619

### **Re: Notice of Intent to File Second Utility Lien for Properties:**

1. 5401 Gulfway Dr., Groves, Texas 77619
2. 5305 Gulfway Dr., Groves, Texas 77619
3. 6775 25th St., Groves, Texas 77619
4. 5899 W. Jefferson, Groves, Texas 77619

To Whom It May Concern:

PLEASE TAKE NOTICE that pursuant to Article 552.0025 of the Texas Local Government Code and City of Groves Ordinance 2024-01, the City of Groves ("City") intends to file a second utility lien against the above-referenced properties for additional delinquent utility services that have accrued since the filing of the first utility lien (City of Groves Ordinance No. 2025-05, recorded on or about February 24, 2025). The City Council intends to authorize the filing of a second utility lien for the following additional amounts as of December 1, 2025:

Property 1 (5401 Gulfway Dr.): \$27,855.94  
Property 2 (5305 Gulfway Dr.): \$92,385.38  
Property 3 (6775 25th St.): \$54,386.00  
Property 4 (5899 W. Jefferson): \$48,918.98

### **Total Amounts Outstanding (First Lien + Second Lien):**

Property 1 (5401 Gulfway Dr.): \$56,279.77  
Property 2 (5305 Gulfway Dr.): \$179,171.21  
Property 3 (6775 25th St.): \$102,428.99  
Property 4 (5899 W. Jefferson): \$89,703.05  
**TOTAL OUTSTANDING: \$427,583.02**

These amounts represent additional delinquent utility charges that have accumulated since the first lien was filed. The City intends to record the attached Ordinance as a second lien in the Real Property Records of Jefferson County, Texas unless the full amount of the delinquent utilities, plus any additional charges that have accrued, are paid in full.

This second lien will attach to the real property described in Exhibits A-D of the attached Ordinance and will remain in effect until all delinquent amounts are paid in full. The City may pursue all available legal remedies to collect these delinquent amounts, including but not limited to foreclosure of the lien. The account balances will continue to increase associated with late fees and additional charges for utility service, therefore you must contact the City to obtain the updated balances.



To avoid the filing of this lien, payment in full must be received immediately at:

City of Groves  
3947 Lincoln Ave.  
Groves, Texas 77619

If you have any questions about this notice or the amount due, please contact the City of Groves Utility Billing Department at (409) 960-5778.

Sincerely,

---

Brandon P. Monk  
City Attorney  
City of Groves, Texas

Enclosure: City of Groves Ordinance No. 2025-\_\_\_\_

cc: City Clerk  
Utility Billing Department