

Brookshire Economic Development Corporation

THE STATE OF TEXAS }
CITY OF BROOKSHIRE }
COUNTY OF WALLER }

NOTICE IS HEREBY GIVEN OF A REGULAR MEETING OF THE BROOKSHIRE ECONOMIC DEVELOPMENT CORPORATION TO BE HELD THURSDAY, MARCH 6, 2025 at 5:30 P.M., IN THE COUNCIL CHAMBERS OF THE BROOKSHIRE MUNICIPAL BUILDING, 4029 FIFTH STREET, BROOKSHIRE, TEXAS, FOR THE PURPOSE OF CONSIDERING THE FOLLOWING AGENDA ITEMS:

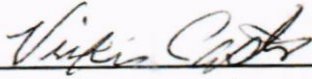
A G E N D A

- 1. Call to order**
- 2. Prayer.**
- 3. Pledge to the U.S. Flag.**
- 4. Roll Call**
- 5. Public Comments.**
Comments made under this agenda item are limited to five (5) minutes per person; however, if a large quantity of individuals has registered to speak, the time may be reduced at the chair's discretion. In accordance with the Texas Open Meetings Act, the Board of Directors will not discuss or consider any items addressed during this agenda item. However, the President or Economic Development Coordinator may make statements of fact, for example, identifying the procedure for reporting an issue or referring the speaker to the cognizant agency or individual.
- 6. Consent Agenda**
 - a. Approval of BEDC Meeting Minutes for February 6, 2025.
 - b. February Financial Report. *(Stacey Gootee)*
- 7. Discuss and possible action regarding the invoices and bank statement. *(Deniece Odie)***
- 8. Discuss and possible action regarding payment request. *(Robert Richards)***
- 9. Discuss and possible action going out for bids on the Hovas Park Club House. *(Robert Richards)***
- 10. Discuss and possible action going out for bids on getting tables, benches and restrooms for the amphitheater. *(Quotatious Dunn)***
- 11. Discuss and possible action having the Donigian history printed for display in the Donigian Museum. *(Robert Richards)***
- 12. Discuss and possible action addressing the drainage and flooding at the Donigian Museum. *(Robert Richards)***
- 13. EDC Coordinators Report *(Joe Esch)***
- 14. Future Agenda Items.**
- 15. Executive Session.**
The Brookshire Economic Development Corporation will meet in a closed session pursuant to Title 5, Chapter 551, of the Texas Government Code for the purpose of: Economic Development Discussions under Section 551.087; Consultation with legal counsel under Section 551.071; and Deliberations on real property under Section 551.072.”
- 16. Discussion & Possible Action on Executive Session items if necessary.**
- 17. Adjournment.**

A quorum of the Brookshire City Council may be present, but no official action will be taken by the Council.

Note: In compliance with the American with Disabilities Act, this facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made at least 48 business hours prior to this meeting. Please contact the city secretary's office at 281-375-5050 for further information.

I, Vickie Casto, do hereby certify that the above Notice of Meeting and Agenda of the Brookshire Economic Development Corporation was posted in a place convenient and readily accessible at all times to the general public in compliance with Chapter 551, TEXAS GOVERNMENT CODE, February 3, 2025 at 12:30 p.m.



Administrative Assistant to the Board of Directors

Minutes of the Brookshire Economic Development Corporation Meeting
February 6, 2025

The Brookshire Economic Development Corporation held a Regular Meeting on Thursday, February 6, 2025 in the Brookshire Municipal Building located at 4029 Fifth Street, Brookshire, Texas.

Agenda Item #1: Call to order

The meeting was called to order by President, Eric Green at 5:30 p.m.

Agenda Item #2: Prayer.

Director, Lyndon Stamps

Agenda Item #3: Pledge to the U. S. Flag

Everyone

Agenda Item #4 Roll Call

Present:

President, Eric Green

Vice President, Quotatious Dunn

Secretary/Treasurer, Robert Richards

Director, Deniece Odie

Director, Lyndon Stamps

Director, Maria Ugartechea

Also Present:

BEDC Administrative Assistant, Vickie Casto

Attorney, David Olson

Absent:

EDC Coordinator, Joe Esch

Agenda Item #5 Public Comments.

N/A

Agenda Item #6 Consent Agenda:

- a. Approval of BEDC board meeting minutes for January 8, 2025
- b. Payment Request
- c. January Financial Report (*Stacey Gooatee*)

Motion was made to approve items a and b; but discussion for item c.

Secretary/Treasurer, Robert Richards / Director, Lyndon Stamps

Mrs. Odie stated she had questions. She added, in this packet she see's that Vickie has made payment request. One for herself and one for petty cash. She would like to know if Ms. Vickie has gotten her reimbursement for these funds.

Ms. Casto replied no.

Mrs. Odie then said that her understanding, now they don't due the payment request anymore.

Mr. Green said that Ms. Vickie use to have a credit card that was taken, he thinks that's something they need to be looking into, to make sure she gets a credit card so she doesn't have to make those request.

Mrs. Odie stated that was one of her questions also. She had a question for Ms. Gootee ... then asked if she was there.

Ms. Dunn stated that some of the receipts were from 2023 and wanted to know if they normally hold the receipts for that long.

Ms. Casto explained that was during the time when changes were being made and the procedures kept getting changed.

Several asked for someone to get Mrs. Gootee.

Mrs. Odie stated that she had questions on the five invoices that was paid; but they have no backups. She added that they had discussed it the last meeting about the backups.

They don't have any invoices, bank statements

Mrs. Gootee said it was on the report.

Mrs. Odie repeated that last meeting they had asked for backups.

Mrs. Gootee stated she remembered talking about invoices. She stated that Vicke was their EDC admin she is not. Vickie should be able to gather this information for them.

Mrs. Odie stated that when she posed the question to Vickie, about the invoice she then directs her to you (Mrs. Gootee), and last meeting they had ask they have the invoices included in her financial report.

Mrs. Gootee again repeated that Vickie was their admin, she can't get bank statements; but she can....

Mrs. Odie asked, then when she does the report, is the report given to Vickie first or is it just sent in the packet?

Mrs. Gootee said Vickie could pull invoices.

Mrs. Odie then asked Vickie if she could pull invoices, she replied no and added that the filing room was locked and could only get in with a code. She also added that Mrs.

Gootee had an assistant.

Mrs. Gootee let them know her assistant worked for the City of Brookshire and Vickie was their admin then added Vickie could have the code, she has never come and asked for it.

Mrs. Odie then asked would it be simple just to give her the invoices after she does the report or as the invoice come in?

Mrs. Gootee stated she should have the invoices because most of the time she sends in a payment request, that's why she's confused about the invoices. Because if she's submitting a payment request, it's based on an invoice. Vickie gets invoices in e-mails as she does as well. She then asked Vickie didn't she get e-mails from Lasker & Son?

Vickie replied no, Mrs. Gootee said then she would start forwarding them to her.

Mr. Roberts stated that it was just a breakdown in the process, and Mrs. Gootee agreed.

Mrs. Gootee stated that Vickie could get in the filing room anytime she wants.

Mr. Green stated that he thought everyone on the admin side knows who had the access and who doesn't have access and he knows Ms. Vickie doesn't have a code, and she can't get in there. He thinks it's up to the admin to go to Ms. Vickie and give her access without her even asking.

Vickie stated she would not know where to look.

Mrs. Gootee stated she had shown her.

Disagreement continued.

Motion was made to approve agenda item #6c.

Secretary/Treasurer, Robert Richards / Director, Lyndon Stamps

All For
Motion Carried

Agenda Item #7 Discuss regarding updates on: (Robert Richards)

- a. Hovas Park Ball Field
- b. Welcome Sign
- c. Amphitheater Sign

Mr. Richards stated that the repairs on Hovas Park is coming along great. The gravel has been put down in the area where the residents sit. The lighting is now working, the new freezer is there. They had a contractor to come to evaluate and provide an estimate to replace eight dugouts. They've had public works to go out to look at the turf field to start maintaining it and they also had a contractor go out bring it back up to a good status, so public works could maintain it. They are also looking at the other ball fields, so they can get them up and working. They are also looking at the club house. At the top of the concession stand they need to do some renovation to get it back in operation; because right now it's in horrible condition. He added that Hovas Park is a great park, it needs to be revitalized and be made ready and available for the community for use. With all the growth that's coming, it needs to be brought up to standard. He then stated if they wanted to see what a park should look like, he suggested that they go to Sealy, TX. He then spoke on the "Welcome sign". He stated that it's still in process, they've talked about bringing it back to council for a re-design. Still use a rock; but make some other type of fixture there to bring it up off the ground.

He moved onto the Amphitheater Sign. He stated it had been taken down, and they are working with the vendor just to add the City of Brookshire Amphitheater, and then the historical Zahimen pianist that use to be here years ago, her information will still be on the back of the sign for historical purposes.

Mr. Green stated, as for Hovas Park he would like some more information and he's speaking to Mrs. Beatrice and Ms. Youlanda since they were in the office. Most people don't know; but it use to be called the Willard Johnson Center, they rented the upstairs. He asked if they could find some information on that...the rental; because nothing has changed so if they do renovations then the whole process is still in place.

Mr. Stamps said he thought what Mr. Green was trying to say was in case if someone is wanting to have an event, a birthday party or a small event they can utilize upstairs for serving their dinner, food or whatever.

Mr. Richards stated that renovation would be an EDC project, and to renovate it will probably cost about \$50,000. He added they would add it to the next agenda.

Mr. Green stated it was in pretty bad shape. It has mold, sheetrock is falling from the ceiling along with the vandalism that took place years ago. So, it's in pretty bad shape. He then moved onto agenda item #8.

Agenda Item #8 EDC Coordinators Report (Joe Esch)

Mr. Green stated that he spoke with Mr. Esch outside. He was not feeling well so he left. Mr. Esch told him that he would update them on everything. He did let him know that he had some good updates.

Agenda It # 9 Future Agenda Items.

Mrs. Odie stated she would like to put the bank statements and invoices back on for discussion.

Mr. Roberts stated he would like to have the renovation of the Willard Johnson Center on the next agenda.

Ms. Dunn stated that during budget, they talked about the amphitheater getting benches and tables, possibly a restroom just for citizens to use instead of going into the convention center. Maybe going out for bids or just a discussion.

Mr. Green repeated ... discussion on possibly restrooms, tables and chairs for the amphitheater.

Mr. Stamps stated he had nothing at this time.

Ms. Ugartechea had nothing.

Mr. Green then went to agenda item #10

Agenda Item #10 Executive Session

The Brookshire Economic Development Corporation will meet in a closed session pursuant to Title 5, Chapter 551, of the Texas Government Code for the purpose of: Economic Development Discussions under Section 551.087; Consultation with legal counsel under Section 551.071; Deliberations on real property under Section 551.072; and, Deliberations on personnel under Section 551.074.

Agenda Item # 11 Discussion & possible action on Executive session items if necessary.

N/A

Agenda item #12 Adjournment.

Motion was made to adjourn.

Director, Lyndon Stamps / Secretary, Treasurer, Robert Richards

All For
Motion Carried

5:47 p.m.

President, Eric Green

Secretary/Treasurer, Robert Richards

Prepared by Vickie Casto

BROOKSHIRE
ECONOMIC DEVELOPMENT CORPORATION

Financials
February 2025

**PREPARED BY
STACEY GOOTEE**

Revenue And Expense Report

As of February 28, 2025

108 - City Bk. Economic Development	Current Month Expense/Rev	Year-to-Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal
Revenue Summary							
Revenue Totals	111,829.10	548,545.97	1,688,891.00	1,140,345.03	67.52%	923,534.76	1,548,934.70
Expense Summary							
000-Non-Departmental Expense Totals	17,559.10	63,940.91	1,688,891.00	1,624,950.09	96.21%	94,346.12	195,489.13
Revenues Over(Under) Expenditures	94,270.00	484,605.06	0.00	0.00	0.00%	829,188.64	1,353,445.57

Revenue and Expense Report

As of February 28, 2025

108 - City - Bk. Economic Develop	Current Month Expense/Rev	Year-to-Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year-FY End Bal
-----------------------------------	---------------------------	--------------------------	---------------------	--------------------------	---------------------	------------------------	-----------------------

Sales Tax

-43050 Sales Tax	111,829.10	548,545.97	1,088,391.00	539,845.03	49.60%	919,514.67	1,543,274.49
Total Sales Tax	111,829.10	548,545.97	1,088,391.00	539,845.03	49.60%	919,514.67	1,543,274.49

Interest							
----------	--	--	--	--	--	--	--

-43640 Interest Earned	0.00	0.00	500.00	500.00	100.00%	4,020.09	5,660.21
Total Interest	0.00	0.00	500.00	500.00	100.00%	4,020.09	5,660.21

Reserves

-43710 Prior Yr Unexpended Funds	0.00	0.00	600,000.00	600,000.00	100.00%	0.00	0.00
Total Reserves	0.00	0.00	600,000.00	600,000.00	100.00%	0.00	0.00

Total	111,829.10	548,545.97	1,688,891.00	1,140,345.03	67.52%	923,534.76	1,548,934.70
-------	------------	------------	--------------	--------------	--------	------------	--------------

Total Revenue	111,829.10	548,545.97	1,688,891.00	1,140,345.03	67.52%	923,534.76	1,548,934.70
---------------	------------	------------	--------------	--------------	--------	------------	--------------

Revenue and Expense Report

As of February 28, 2025

108 City - Bk Economic Develop Department Expense	Current Month Expense/Rev	Year-to-Date Expense/Rev	Current Year Budget	Budget Balance	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal
000-Non-Departmental							
Personnel							
000-51000 Salaries	2,729.50	2,729.50	75,000.00	72,270.50	96.36%	27,892.31	34,719.10
000-51130 Retirement Contributions	423.89	423.89	11,498.00	11,074.11	96.31%	0.00	0.00
Total Personnel	3,153.39	3,153.39	86,498.00	83,344.61	96.35%	27,892.31	34,719.10
Taxes							
000-51100 Payroll Taxes	208.81	208.81	7,500.00	7,291.19	97.22%	0.00	0.00
Total Taxes	208.81	208.81	7,500.00	7,291.19	97.22%	0.00	0.00
Insurance							
000-51140 Health Insurance	198.06	198.06	14,400.00	14,201.94	98.62%	0.00	0.00
Total Insurance	198.06	198.06	14,400.00	14,201.94	98.62%	0.00	0.00
Not Categorized							
000-52000 Legal Fees	302.50	2,642.00	35,000.00	32,358.00	92.45%	810.00	6,552.50
000-52020 Audit & Accounting	0.00	0.00	30,000.00	30,000.00	100.00%	2,774.29	3,259.39
000-52030 Professional Services	5,750.00	16,875.00	48,000.00	31,125.00	64.84%	8,760.33	58,961.33
000-52031 Bedc Coordinator	0.00	0.00	70,000.00	70,000.00	100.00%	0.00	0.00
000-52032 Webmaster	0.00	0.00	2,500.00	2,500.00	100.00%	0.00	0.00
000-52033 Technology	26.34	120.70	2,500.00	2,379.30	95.17%	0.00	138.19
000-52034 Engineer Services	0.00	0.00	25,000.00	25,000.00	100.00%	0.00	0.00
000-53010 Office Supplies	0.00	0.00	6,000.00	6,000.00	100.00%	732.70	732.70
000-53020 Forms & Statements	0.00	0.00	150.00	150.00	100.00%	0.00	0.00
000-53110 Membership & Dues	0.00	0.00	2,500.00	2,500.00	100.00%	0.00	0.00
000-54000 Building Maintenance	0.00	2,599.99	27,000.00	24,400.01	90.37%	275.00	815.00
000-54010 Equipment Maintenance	0.00	0.00	1,000.00	1,000.00	100.00%	0.00	0.00

Revenue and Expense Report

As of February 28, 2025

108 - City - Bk. Economic Develop Department: Expense	Current Month Expense/Rev	Year To Date Expense/Rev	Current Year Budget	Budget Balance Remaining	% Balance Remaining	Prior Year YTD Balance	Prior Year FY End Bal.
000-54190 Public Mowing	2,400.00	13,213.39	57,000.00	43,786.61	76.82%	12,000.00	29,280.00
000-55050 Travel & Training	0.00	926.50	10,000.00	9,073.50	90.74%	51.09	1,825.87
000-55070 Bank Charges	0.00	0.00	300.00	300.00	100.00%	44.15	44.15
000-55090 Telephone	0.00	0.00	2,500.00	2,500.00	100.00%	416.89	1,314.30
000-55100 Utility Expense	0.00	0.00	3,000.00	3,000.00	100.00%	0.00	0.00
000-56080 Consulting	0.00	0.00	5,000.00	5,000.00	100.00%	0.00	0.00
000-56140 Beautification	0.00	2,990.00	25,000.00	22,010.00	88.04%	15,464.36	15,464.36
000-56150 City Parks Project	0.00	0.00	350,000.00	350,000.00	100.00%	0.00	0.00
000-56170 Facilities/Infrastructure Proj	0.00	0.00	719,177.00	719,177.00	100.00%	24,855.00	24,855.00
000-56220 Downtown Improvements	0.00	9,590.00	100,000.00	90,410.00	90.41%	0.00	0.00
000-56250 Business Incentive	0.00	0.00	3,000.00	3,000.00	100.00%	0.00	0.00
000-57000 Technology	5,520.00	11,423.07	20,866.00	9,442.93	45.26%	270.00	17,381.84
000-57010 Computer & Software	0.00	0.00	35,000.00	35,000.00	100.00%	0.00	145.40
Total Not Categorized	13,998.84	60,380.65	1,580,493.00	1,520,112.35	96.18%	66,453.81	160,770.03
Total Non-Departmental	17,559.10	63,940.91	1,688,891.00	1,624,950.09	96.21%	94,346.12	195,489.13
Total Expense	17,559.10	63,940.91	1,688,891.00	1,624,950.09	96.21%	94,346.12	195,489.13

108 - City - Brk. Economic Development Account 108-10000

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/4/2025	2/4/2025	AP Paymen	Lasker And Son Lawn Service				0.00	2,400.00	(28,960.30)
2/6/2025	2/6/2025	AP Paymen	Olson & Olson				0.00	302.50	(29,262.80)
2/17/2025	2/18/2025	AP Paymen	IONOS				0.00	26.34	(29,289.14)
2/19/2025	2/19/2025	AP Paymen	Esch Development Solutions LLC				0.00	5,625.00	(34,914.14)
2/19/2025	2/19/2025	AP Paymen	Myan Technologies, LLC				0.00	5,520.00	(40,434.14)
2/24/2025	2/24/2025	AP Paymen	Internal Revenue Service (tax payments)				0.00	308.69	(40,742.83)
2/24/2025	2/24/2025	AP Paymen	Internal Revenue Service (tax payments)				0.00	169.23	(40,912.06)
2/24/2025	2/24/2025	AP Paymen	Internal Revenue Service (tax payments)				0.00	39.58	(40,951.64)
2/24/2025	2/24/2025	AP Paymen	Internal Revenue Service (tax payments)				0.00	169.23	(41,120.87)
2/24/2025	2/24/2025	AP Paymen	Internal Revenue Service (tax payments)				0.00	39.58	(41,160.45)
2/26/2025	2/24/2025	PY Direct	D Consolidated Cash Equity				0.00	2,020.93	(43,181.38)
Total							0.00	16,621.08	

108 - City - Brk. Economic Development

Account 108-10001

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/21/2025	2/21/2025	AP Paymen	Kajun Kick Catering	Kajun Kick Catering	03-05-2025	60511	0.00	125.00	(83,669.78)

Total	0.00	125.00	
-------	------	--------	--

108 - City - Brk. Economic Development

Account 108-11500

Post Date 2/14/2025
 Tran Date 2/19/2025
 Source GL
 Line Description Transfer EDC Sales Tax

Vendor

Invoice #

Check #

	Debit	Credit	Balance
	111,829.10	0.00	2,545,105.96
Total	111,829.10	0.00	

108 - City - Brk. Economic Development

Account 108-20998

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/26/2025	2/24/2025	PY Wages	108-20998 Wages Payable (2/26/2025)				0.00	2,020.93	2,020.93
2/26/2025	2/24/2025	PY Direct D	108-20998 Wages Payable (2/26/2025)				2,020.93	0.00	0.00

Total							<u>2,020.93</u>	<u>2,020.93</u>	
--------------	--	--	--	--	--	--	-----------------	-----------------	--

108 - City - Brk. Economic Development

Account 108-22000

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/4/2025	2/4/2025	AP Invoice	Accounts Payable				0.00	2,400.00	(7,497.88)
2/4/2025	2/4/2025	AP Payment Posted	Payments for Batch 24015				2,400.00	0.00	(9,897.88)
2/6/2025	2/6/2025	AP Invoice	Accounts Payable				0.00	302.50	(9,595.38)
2/6/2025	2/6/2025	AP Payment Posted	Payments for Batch 24042				302.50	0.00	(9,897.88)
2/17/2025	2/17/2025	AP Invoice	Accounts Payable				0.00	26.34	(9,871.54)
2/17/2025	2/18/2025	AP Payment Posted	Payments for Batch 24060				26.34	0.00	(9,897.88)
2/19/2025	2/19/2025	AP Invoice	Accounts Payable				0.00	11,145.00	1,247.12
2/19/2025	2/19/2025	AP Payment Posted	Payments for Batch 24073				11,145.00	0.00	(9,897.88)
2/21/2025	2/21/2025	AP Invoice	Accounts Payable				0.00	125.00	(9,772.88)
2/21/2025	2/21/2025	AP Payment Posted	Payments for Batch 24084				125.00	0.00	(9,897.88)
2/24/2025	2/24/2025	AP Invoice	Accounts Payable				0.00	726.31	(9,171.57)
2/24/2025	2/24/2025	AP Payment Posted	Payments for Batch 24089				726.31	0.00	(9,897.88)
Total							14,725.15	14,725.15	

108 - City - Brk. Economic Development

Account 108-22100

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/24/2025	2/24/2025	AP Invoice	Federal W/H 2/23/2025	Internal Revenue Service (tax payments)	PY2262025		308.69	0.00	(308.69)
2/24/2025	2/24/2025	AP Invoice	Social Security-Employee 2/23/2025	Internal Revenue Service (tax payments)	PY2262025		169.23	0.00	(477.92)
2/24/2025	2/24/2025	AP Invoice	Medicare-Employee 2/23/2025	Internal Revenue Service (tax payments)	PY2262025		39.58	0.00	(517.50)
2/24/2025	2/24/2025	AP Invoice	Social Security-Employer 2/23/2025	Internal Revenue Service (tax payments)	PY2262025		169.23	0.00	(686.73)
2/24/2025	2/24/2025	AP Invoice	Medicare-Employer 2/23/2025	Internal Revenue Service (tax payments)	PY2262025		39.58	0.00	(726.31)
2/26/2025	2/24/2025	PY Wages	108-22100 Due for payroll taxes				0.00	517.50	(208.81)
2/26/2025	2/24/2025	PY Expens	108-22100 Due for payroll taxes				0.00	208.81	0.00

Total 726.31 726.31

108 - City - Brk. Economic Development

Account 108-22120

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
-----------	-----------	--------	------------------	--------	-----------	---------	-------	--------	---------

2/26/2025	2/24/2025	PY Expens	108-22120 Employee's Insurance (2/26/2025)				0.00	198.06	198.06
Total							0.00	198.06	

108 - City - Brk. Economic Development

Account 108-22130

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/26/2025	2/24/2025	PY Wages	108-22130 Due For Retirement Cont.				0.00	191.07	191.07
2/26/2025	2/24/2025	PY Expens	108-22130 Due For Retirement Cont.				0.00	423.89	614.96

Total 0.00 614.96

108 - City - Brk. Economic Development

Account 108-43050

Post Date Tran Date Source Line Description
 2/14/2025 2/19/2025 GL Transfer EDC Sales Tax

Vendor

Invoice #

Check #

Debit	Credit	Balance
0.00	111,829.10	548,545.97
Total	0.00	111,829.10

108 - City - Brk. Economic Development

Account 108-000-51000

Post Date Tran Date Source Line Description
 2/26/2025 2/24/2025 PY Wages 108-000-51000 Salaries (2/26/2025)

Vendor

Invoice #

Check #

	Debit	Credit	Balance
	2,729.50	0.00	2,729.50
Total	2,729.50	0.00	

108 - City - Brk. Economic Development

Account 108-000-51100

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/26/2025	2/24/2025	PY Expens	108-000-51100 Payroll Taxes (2/26/2025)				208.81	0.00	208.81

Total							<u>208.81</u>	<u>0.00</u>	
-------	--	--	--	--	--	--	---------------	-------------	--

108 - City - Brk. Economic Development

Account 108-000-51130

Post Date 2/26/2025 Tran Date 2/24/2025 Source PY Expens 108-000-51130 Retirement Contributions (2/26/2025) Line Description

Vendor

Invoice #

Check #

Debit	Credit	Balance
423.89	0.00	423.89
Total	0.00	

108 - City - Brk. Economic Development

Account 108-000-51140

Post Date 2/26/2025 Tran Date 2/24/2025 Source PY Expens 108-000-51140 Health Insurance (2/26/2025) Line Description

Vendor

Invoice #

Check #

	Debit	Credit	Balance
	198.06	0.00	198.06
Total	198.06	0.00	

108 - City - Brk. Economic Development

Account 108-000-62000

Post Date 2/6/2025
 Tran Date 2/6/2025
 Source AP Invoice
 Line Description Legal Services - EDC

Vendor Olson & Olson

Invoice # 15772

Check #

	Debit	Credit	Balance
	302.50	0.00	2,642.00
Total	302.50	0.00	

Olson & Olson LLP

Wortham Tower, Suite 600
2727 Allen Parkway
Houston, Texas 77019-2133
Phone No.: (713) 533-3800
Fax: (713) 533-3888

February 06, 2025

Brookshire EDC
Vickie Casto, Administrative Assistant
P.O. Box 759
Brookshire, Texas 77423

Invoice No. 15772
Our File No. 1343-00000
Billing Through: 1/31/2025

Brookshire EDC

Total Legal Services	\$302.50
Total Reimbursable Expenses	\$0.00

Invoice Summary

Total Legal Services	\$302.50
Total Expenses	\$0.00
Total Charge for this Bill	\$302.50

Olson & Olson LLP

Wortham Tower, Suite 600
2727 Allen Parkway
Houston, Texas 77019-2133
Phone No.: (713) 533-3800
Statement as of: 01/31/2025
Statement No: 15772

Brookshire EDC
Vickie Casto
P.O. Box 759
Brookshire, Texas 77423

Brookshire EDC

Professional Fees	Description	Hours	Rate	Amount
12/30/2024 DO	E-mail correspondence with V. Casto concerning special BEDC meeting.	0.20	275 /hr	55.00
01/02/2025 DO	E-mail correspondence with V. Casto concerning executive session wording and other EDC matters; follow-up e-mail correspondence concerning reposting issue.	0.60	275 /hr	165.00
01/08/2025 DO	E-mail correspondence and telephone conference with E. Molina concerning BEDC matters.	0.30	275 /hr	82.50
	Sub-total:	<u>1.10</u>		<u>302.50</u>
			Sub-total Fees:	<u>\$302.50</u>

Invoice Summary

Total Current Billing:	\$302.50
Previous Balance Due:	\$522.50
Total Payments:	(\$522.50)
Total Now Due:	<u>\$302.50</u>

108 - City - Brk. Economic Development **Account 108-000-52030**

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/19/2025	2/19/2025	AP Invoice	EDC & City Economic Development Assistance	Esch Development Solutions LLC	02102025-02		5,625.00	0.00	16,750.00
2/21/2025	2/21/2025	AP Invoice	Catering Deposit - Business mixer	Kajun Kick Catering	03-05-2025	60511	125.00	0.00	16,875.00

Total	5,750.00	0.00
--------------	----------	------

Esch Development Solutions, LLC

1650 Highway 6, Suite 470

Sugar Land, TX 77478

Phone: 713-305-9925

joe@eschcraft.com

INVOICE

INVOICE # 02102025-02
DATE: FEBRUARY 10, 2025

BILL TO:

City of Brookshire
Attn: Ms. Stacey Gootee, Comptroller/AP
4029 5th Street
Brookshire, TX 77423
jjward@brookshiretx.gov

FOR:

Brookshire Economic Development Program Assistance

Current **Total Amount Due: \$5,625.00**

The following is a summary of efforts for November:

- Preparation and attendance of BEDC Board Meeting and City Council Meeting
- Coordination with legal counsel on drafting agreements, review and coordination with prospect companies.
- Attendance at IDV initial presentation
- Meeting/MS Teams with Waller EDC as well as prospective projects for Brookshire including Project Gemini, Liquid Stone, Project Electric Slide, Jay Donnell,
- Emails, calls and meeting with Grunfos and Waller County EDC on possible expansion of mfg operations
- Response to Waller CAD on information needs
- Conversations and communication with city administration, BEDC Board President and representatives.

Hour allocation

Brookshire EDC on work related to EDC items	22.5 hrs	X	\$250.00/hr	= \$ 5,625.00
Total	22.5 hrs	X		= \$ 5,625.00

Total hours incurred in December 22.5 X \$250 hr = \$5,625.00

Make all checks payable to Esch Development Solutions, LLC

Due upon receipt

BROOKSHIRE

PAYMENT REQUEST



****Invoice/Receipt must be included****
Please return to STACEY GOOTEE for processing

Payable to: <u>Kajan Kick Catering</u>	Name of Vendor: _____
Phone: _____	Address: <u>3701 1st. Street</u>
Email: _____	<u>Brookshire, TX 77423</u>

Expense Summary	
-Account Code: <u>108-000-52030</u>	Amount: <u>\$125.00</u>
Item Description: <u>Professional Service / Deposit due 3-5-2025 for Business Mixer Event</u>	
-Account Code: _____	Amount: _____
Item Description: _____	
-Account Code: _____	Amount: _____
Item Description: _____	
-Account Code: _____	Amount: _____
Item Description: _____	
TOTAL REQUEST: <u>\$125.00</u>	

<input type="checkbox"/> Asset purchase over \$5,000	Council approval: Date _____ Pre-Bid: _____ Co-op: _____
<input type="checkbox"/> Quote Attached	PO # Requested: _____ <input type="checkbox"/> Mail to Payee
<input checked="" type="checkbox"/> Invoice Attached	PO #: _____ <input type="checkbox"/> Return to Originator
<input type="checkbox"/> Receipt Attached	<input type="checkbox"/> Pick Up
<input type="checkbox"/> Additional Instructions _____	<input type="checkbox"/> ACH/Auto draft

Requestor Name: <u>Vickie Casto / EDC Administrative Assistant</u>	Date: <u>Feb. 21, 2025</u>
Department Head Approval: _____	Date: _____
City Administrator Approval: _____	Date: _____
For Internal Use	
Controller Approval: _____	Date: _____
Processed: _____	Entered: _____

825201

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE
NAME <i>Kajan Kick Catering</i>		
ADDRESS <i>3207 1st street</i>		
CITY, STATE, ZIP <i>Brookshire, Tx 77123</i>		
SOLD BY <i>clm</i>	C.O.D.	CHARGE
	ON ACCT.	MORE RETD.
		PAY-OUT

11	<i>see my file</i>	
12	<i>(Deposit Voww +0 Save the Date)</i>	<i>\$125.00</i>
13	<i>(Due March 5, 2025 NOW-Refundable)</i>	
14		

108 - City - Brk. Economic Development

Account 108-000-52033

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/17/2025	2/17/2025	AP Invoice	EDC Website Management	IONOS	CC 02/05/2025		21.02	0.00	115.38
2/17/2025	2/17/2025	AP Invoice	EDC Website Management	IONOS	CC 02/05/2025		5.32	0.00	120.70

Total							26.34	0.00	
--------------	--	--	--	--	--	--	--------------	-------------	--

108 - City - Brk. Economic Development

Account 108-000-54190

Post Date 2/4/2025 Tran Date 2/4/2025 Source AP Invoice Line Description Public Mowing

Vendor Lasker And Son Lawn Service

Invoice # 0974

Check #

	Debit	Credit	Balance
	2,400.00	0.00	13,213.39
Total	<u>2,400.00</u>	<u>0.00</u>	

INVOICE

lasker and son lawn service, llc

Tax ID: 46-0791290

ENTERED

Invoice No#: 1080

Invoice Date: Feb 24, 2025

Due Date: Feb 24, 2025

\$2,400.00

AMOUNT DUE

BILL TO

City Of Brookshire edc
Stacie gootee
4029 5th st, BROOKSHIRE 77423, UNITED STATES
sgootee@brookshiretx.gov
Phone: +1 281-934-1772

SHIP TO

BROOKSHIRE 77423, UNITED STATES

#	ITEMS & DESCRIPTION	QTY/HRS	PRICE	AMOUNT(\$)
1	Maintenance museum remove weeds and trim	1	\$700.00	\$700.00
2	remove weeds and trim from beds city hall	1	\$1,000.00	\$1,000.00
3	remove weeds from around beds and keep crept myrtles on highway 90	1	\$700.00	\$700.00
			Subtotal	\$2,400.00
			TOTAL	\$2,400.00 USD

TERMS AND CONDITIONS

Payments are due upon receipt unless other arrangements is made prior to services late payment could incur fees

108 - City - Brk. Economic Development

Account 108-000-57000

Post Date	Tran Date	Source	Line Description	Vendor	Invoice #	Check #	Debit	Credit	Balance
2/19/2025	2/19/2025	AP Invoice	Streaming Support - Public Meetings - EDC and City	Myan Technologies, LLC	3031		5,520.00	0.00	11,423.07

Total	5,520.00	0.00	
-------	----------	------	--

INVOICE

MyanTech
6110 Fulshear Cove Ct
Fulshear, TX 77441-1136

myan@myantech.com
+1 (281) 617-7121
www.myantech.com



Brookshire EDC

Bill to

Ms. Vickie Castro
Brookshire Economic Development
4029 5th St.
Brookshire, TX 77423

Ship to

Ms. Vickie Castro
Brookshire Economic Development
4029 5th St.
Brookshire, TX 77423

Invoice details

Invoice no.: 3031
Terms: Net 10
Invoice date: 02/17/2025
Due date: 02/27/2025

#	Product or service	Description	Qty	Rate	Amount
1.	Labor	Q1 - 2025 Streaming Support: -Attending all meetings including regular meetings and special meetings -Training of city employees -Managing local file storage Managing the YouTube channels for both - EDC and the City of Brookshire Keeping software and equipment up to date -Troubleshoot and resolve any technical challenges with streaming equipment.	1	\$5,520.00	\$5,520.00

Total **\$5,520.00**

Ways to pay



[View and pay](#)

BROOKSHIRE

PAYMENT REQUEST



Invoice/Receipt must be included
Please return to **STACEY GOOTEE** for processing

Payable to: Petty Cash Name of Vendor: Brookshire EDC
Phone: _____ Address: _____
Email: _____

Expense Summary

-Account Code:	<u>108-000-53010</u>	Amount:	<u>\$1.41</u>
Item Description:	<u>J. Hill office key/he gave his to S. Gootee</u>		
-Account Code:	<u>108-000-54010</u>	Amount:	<u>\$18.13</u>
Item Description:	<u>Batteries for microphone in court chamber</u>		
-Account Code:	<u>108-000-53010</u>	Amount:	<u>\$4.31</u>
Item Description:	<u>1 set of keys to the tax office</u>		
-Account Code:	<u>108-000-54010</u>	Amount:	<u>\$33.30</u>
Item Description:	<u>phone case & screen protector</u>		
<u>108-000-53010</u>	<u>\$12.00</u>	TOTAL REQUEST:	<u>\$69.15</u>
<u>3 cases of water</u>			

- Asset purchase over \$5,000
Council approval: Date _____ Pre-Bid: _____ Co-op: _____
- Quote Attached PO # Requested: _____ Mail to Payee
- Invoice Attached PO #: _____ Return to Originator
- Receipt Attached Pick Up
- Additional Instructions: _____ ACH/Auto draft

Requestor Name: Vickie Casto Date: January 24, 2025
Department Head Approval: [Signature] Date: 01-28-25
City Administrator Approval: _____ Date: _____

For Internal Use

Controller Approval: _____ Date: _____

Processed: _____ Entered: _____

Feedback @ survey.walmart.com
ID # 7TN3Q113AZCO

Walmart

201-644-8401
25100 MARK

KATY TA
03226 OP# 008275
ITEMS
2920 4218 4218 44 11/24



PHONE	13859789/5	15.00 X
IP13/12 PR	1113136011	10.00 X
	SUBTOTAL	30.76
TAX 1	0.250	2.54
	TOTAL	33.30
	CASH TEND	40.00
	CHANGE DUE	6.70

Get free delivery
from this store
Walmart+

*Balls
for water*



Brookshire Brothers 88
3241 Frank Road
Katy, TX 77493
281-991-7029

Supervisor #230

10/20/2024 12:01:59
US DEBIT Entry Method: 11
CARD #: XXXXXYYXX
PURCHASE

Transaction: 5590
Sunday, October 20, 2024 11:11 AM

Thanks for Shopping with
Brookshire Brothers Food and Pharmacy
Sign up for Celebrate Rewards!
at
www.brookshirebros.com
and receive Exclusive Coupons,
Contacts and Special Offers!

Office Key For J. Hill

Brookshire Hardware
 107 Cooper Street
 Brookshire, TX 77423
 (281) 934-3383

Transaction#: D191064
 Associate: SM
 Date: 11/30/2023 Time: 09:42:34 AM

*** SALE ***

Bill To:
 Our Valued Customer

SINGLE SIDE KEY - KEYS
 1.00 EACH @ \$1.99 T \$1.99

Subtotal: \$1.99
 8.25% - State Tax: \$0.16
 TOTAL: \$2.15

VISA: \$0.00
 CASH: \$2.15

1 set Keys Tax Office
 Brookshire Hardware
 907 Cooper Street
 Brookshire, TX 77423
 (281) 934-3383

Transaction#: D203571
 Associate: AA
 Date: 01/28/2024 Time: 03:06:48 PM

*** SALE ***

Bill To:
 Our Valued Customer

1.00 EACH @ \$1.99 T
 Subtotal: \$3.98
 8.25% - State Tax: \$0.33
 TOTAL: \$4.31

CASH: \$10.00
 CHANGE: \$5.69

Thank You!

DOLLAR GENERAL STORE #8046
 4825 FRONT ST.
 BROOKSHIRE, TX 77423
 (281) 968-9002
 SALE TRANSACTION

FOR M/C

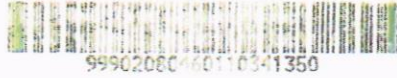
S GEN MERCHLINE AA \$ 430001488000 \$13.24
 S BIC CORRECTION 10 70330505240 \$2.50
 S STAPLES 500607 470000777525 \$1.60

Tax: \$15.50 @ 8.25% \$1.28
 Balance to Pay: \$18.17
 Cash: \$20.00

THANK YOU!
 Save Time, Save Money.
 Every Day! At Dollar General

STORE	TILL	TRANS	DATE
8046	11	34135	02-01-24 10:06 AM

Your cashier was SC0



BROOKSHIRE

PAYMENT REQUEST



Invoice/Receipt must be included
Please return to **STACEY GOOTEE** for processing

Payable to: Vickie Casto

Name of Vendor: _____

Phone: _____

Address: _____

Email: _____

Expense Summary

-Account Code: 108-000-53010 Amount: \$5.40

Item Description: Coffee Cups

-Account Code: 108-000-53010 Amount: \$6.94

Item Description: Coffee Cups

-Account Code: _____ Amount: _____

Item Description: _____

-Account Code: _____ Amount: _____

Item Description: _____

TOTAL REQUEST: \$12.34

Asset purchase over \$5,000

Council approval: Date _____ Pre-Bid: _____ Co-op: _____

Quote Attached PO # Requested: _____ Mail to Payer

Invoice Attached PO #: _____ Return to Originator

Receipt Attached Pick Up

Additional Instructions: _____ ACH/Auto draft

Requestor Name: Vickie Casto Date: January 24, 2025

Department Head Approval: Robert Rockwell Date: 01-28-25

City Administrator Approval: _____ Date: _____

For Internal Use

Controller Approval: _____ Date: _____

Processed: _____ Entered: _____

10101

0000 0 4 1

GROCERY
SD CUP ←

4.91 T

BALANCE DUE ——— 5.40
 DEBIT CARD \$5.40
 [] XXXXXXXXXXXXXXXX
 Auth# 923866 Ref# 920486
 Auth #923866
 CHANGE 0.00
 SUB TOTAL
 TOTAL TAX
 TOTAL 5.40

 Customer Rewards
 Opening Balance: 0
 Earning this visit: 4
 Points Redeemed If Visit: 1
 New Balance: 3

 Cashier: 0782-BBros Fuel Store
 POS: 092 Transaction: 454
 Tuesday, July 11, 2023 06:52 AM

Thanks for Shopping with
Brookshire Brothers Food and Pharmacy

Sign up for Celebrate Rewards!
 at
www.brookshirebrothers.com
 and receive Exclusive Coupons,
 Contests and Special Offers!

Coffee Cups for Office

Give us feedback @ survey.walmart.com
 Thank you! ID #: 7SKY1413Y00Z

Walmart *

Wm. Super center
 281-644-6404 Mgr. ROBERT
 25108 MARKET PLACE DR
 KATY TX 77494

ST# 03228 OP# 009012 TER 12 TR# 04055

ITEMS SOLD 41 **\$7.90**

26OZ TUMBLER 849434045420 6.94 X
 NETWORK ID: 0008 APPR. CODE 123223
 AID A0000000980940
 TC E0806788008E0070
 TERMINAL # 21049342
 *Pin Verified
 10/29/23 13:59:46

Walmart *



Become a
 member today
 Scan for 30-day free trial.

Low prices You Can Trust. Every Day.
 10/29/23 13:59:55

The Armenian Pioneers of Texas

By David Zenian

A lot has changed since the first Armenians settled in Texas in the 1880's. The horse and buggy is gone, electricity has replaced the kerosene lamp and country sheriffs no longer run for office on "I shoot to kill" slogans.

Newcomers today arrive into an established "community," but back then Texas was a "new frontier," unknown to most Americans, and even less to Armenians half a world away, whose only knowledge of the New World was based on what they had heard from American missionaries roaming Asia Minor.

The year was 1882 - when the ship from the Old World arrived at Ellis Island, New York, bringing 54-year-old Khatchador Donigian, his brother, his two nephews, his wife Mary and their five children, to start a new life thousands of miles away from the Ottoman Empire.

Back home, in the small town of Geyve, east of what was then Constantinople, Khatchador Donigian had grown silkworms and made silk for a living. He was a prosperous man, but this was New York, a large city better known for its "sweat shops" rather than the open prairies and farmland Khatchador Donigian had left behind. He was careful with the 10,000 dollars in gold he brought with him - maybe because no one in his family spoke English or because he was unsure of earning more in America. But regardless of reasons, he decided that New York was not for him. People spoke of Texas, where settlers were needed to farm that land - an appealing thought for a man with a rural background.

After a brief stay in the New York area, the Donigian clan was on the move again - to Galveston, Texas, by ship and then inland by mule wagon to Harrisburg, then to Houston and finally the Settegast Ranch in Fort Bend County - a previously settled ranch which Donigian purchased. Here the Donigians engaged in primitive farming. For food, they used mostly wild life and farm-grown produce.

development of the region.

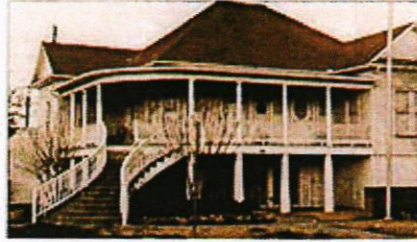
Except for two Hovas brothers who still live near Pattison, an area of vast plantations but a recorded population of 318, lists Armenians under almost every profession. There is Armenak Agopian, whose 47 year career in banking included eight years as Executive Vice-President of the Farmer's State Bank. A special section on the "Brookshire Pioneers" lists Vartan Manasseh Donigan, "an Armenian, proud of his ancestry . . . (who) is satisfied that his is one of the best places for them to settle, as a good living and riches await them, as they are, as a class, frugal, industrious and temperate." The same section also lists Zira (Zareh) Donigan, and refers to him as "the efficient manager of the Brookshire Mercantile Company," "a leader and a prize for any town," and George Harrison - born Gureghian in 1875 in Kharpert who arrived in the United States in 1890 with only 25 cents in his pocket. Harrison, like others of his generations, spoke no English, but that was no handicap for the teenager who moved from one job to another until deciding on Texas as his home. His employer advised him to buy a gun, which he did, when he arrived in Pattison, Texas, around 1895 from Waukegan, Illinois where he was making five dollars a week in a steel factory.

The 20-year-old bachelor was soon to get married to Rosa, the daughter of Armenian immigrants from Dikranakert, Turkey, and have six sons - each a different success story in itself. Among them were merchants, bankers and at least two oilmen - Sam and Leon.

There are no more Donigans in Waller County, but the home of one prominent member of the clan, that of Dr. Paul M. Donigan who died in 1930 - stands as a historical museum in Brookshire, which makes no reference to the Armenian ancestry of its original occupant.

"We have to do something about this," says Ed Hovas, a true Brookshire Armenian who remembers growing up in a town where "people went around carrying guns."

He also remembers a county sheriff running for office on a slogan proudly



Donigian House in Brookshire- now a museum

Paul M. Donigan (1862 - 1930) came to the United States about 1890 to attend medical school.

The presence of relative in this area brought him to Brookshire.

In 1910, Dr. Donigan built this home for his wife, Rebecca. The main floor was on the second level, while the lower floor served as a cellar and Donigan's medical office. The pyramidal roof house features a wraparound porch with neoclassical influences.

Recorded Texas Historic Landmark - 1985.

Ava Waters Henry July 30, 2023

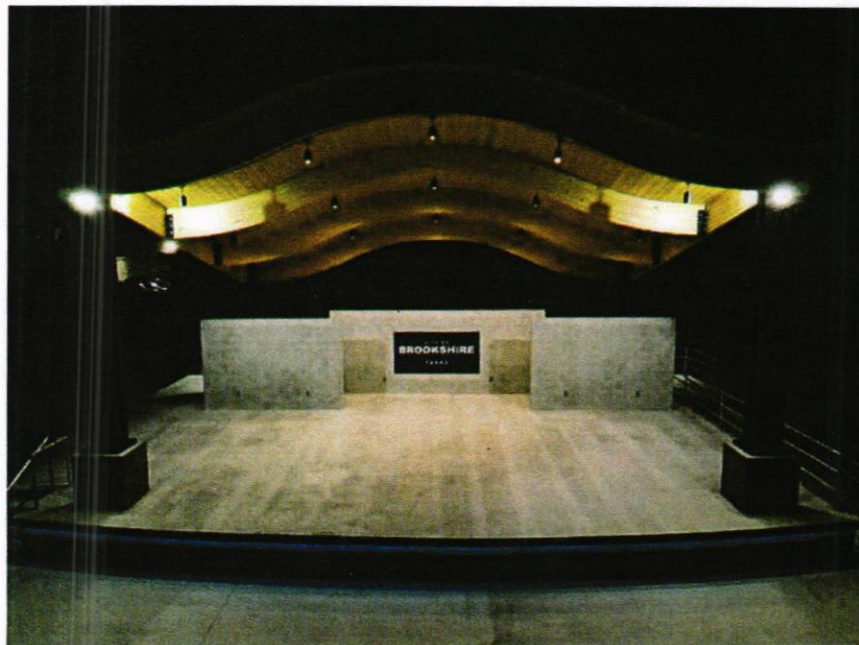
I was honored yesterday afternoon to officially name and dedicate the new Brookshire amphitheater; the text of the dedication is below.

The Zahimen Stage at the Downtown Plaza is an homage to Nvart Zahimen's profound love for music as well as the City of Brookshire. As time unfolds, we fondly remember the bygone era when the Donigan House thrived with the sounds of Nvart Zahimen's organ, bringing joy and comfort to the citizens of Brookshire, especially during Christmas time.

Nvart Kendikian, a genocide survivor and niece of Rebecca & Paul Donigan, arrived in Brookshire in 1920 to marry Giragos Zahimen. Upon the deaths of Rebecca & Paul, Nvart inherited their home. Everyone who knew Mrs. Zahimen also knew of her love of music. Leaders of the city installed a speaker system on the house so the whole town could also know the joy that her music could impart. With Nvart's passing in 1972, the music that once filled the downtown air was silenced.

Today, we honor Nvart Zahimen's legacy with The Zahimen Stage, this splendid outdoor amphitheater where music and community spirit unite. Set in the heart of the Downtown Plaza, may this this stage be a testament to the enduring power of music to connect souls and transcend barriers.

Our aspiration is to kindle the same joy and togetherness that Mrs. Zahimen's music did in the past, as The Zahimen Stage at the Downtown Plaza continues to be a source of inspiration, harmony, and shared moments of delight for generations to come.





TEXAS DEPARTMENT OF AGRICULTURE

GRANT AGREEMENT

GRANTEE	Brookshire
GRANT PROGRAM	CDBG - Downtown Revitalization Program - 2021
PROJECT TITLE	CDBG - Downtown Revitalization Program - 2021
CFDA NUMBER	14.228
PERFORMANCE PERIOD/ AGREEMENT TERM	3/1/2022 Through 2/29/2024
AUTHORITY AND PURPOSE	
<p>The United States Government has awarded Community Development Block Grant (“CDBG”) funds to the State of Texas for activities authorized under Title I of the Housing and Community Development Act of 1974 (“HCD Act”), as amended (42 U.S.C. 5301 et seq.). The Texas Department of Agriculture (“Department”) administers the State Community Development Block Grant (“TxCDBG”) Program pursuant to Texas Government Code §487.051.</p> <p>Grant Recipient has submitted a request for assistance under this Grant Program, hereinafter referred to as the “Application,” hereby incorporated by reference into this Grant Agreement (“Agreement”). This Agreement sets forth the obligations of the parties along with the terms and conditions under which the Department will provide Grant Program funds to Grant Recipient under this award. Grant Recipient agrees to administer the project as described herein (“Project”), and the Department agrees to fund the Project up to the Grant Amount.</p>	
PROJECT DESCRIPTION	
<p>Sidewalk reconstruction and accessibility improvements on 5th Street, Cooper Street, and Velasco Street.</p> <p>Grant Recipient agrees to carry out the Project and complete all approved activities in accordance with the terms of this Agreement, including the following Exhibits which are attached hereto and incorporated into this Agreement: Performance Plan and Specific Award Conditions (Exhibit A), Project Budget (Exhibit B), General Terms and Conditions (Exhibit C), Certifications and Assurances (Exhibit D), and to comply with all statutes and regulations as applicable to this award and such regulations and procedures as the Department may prescribe.</p>	
TOTAL GRANT AMOUNT NOT TO EXCEED	\$350,000.00
MATCH AMOUNT (if applicable)	\$52,500.00

GRANTEE	GRANTOR
Brookshire	TEXAS DEPARTMENT OF AGRICULTURE Trade and Business Development
4029 Fifth St. Brookshire, Texas 77423-9830	1700 N Congress Ave Austin, TX 78701
AUTHORIZED SIGNATORY/AUTHORITY TO BIND	
Each person signing the Agreement certifies that he or she is authorized by the Grantor or Grant Recipient to sign and execute the Agreement and to bind such party to its terms, performances, and conditions.	
PRINTED NAME AND TITLE OF PERSON SIGNING: Darrell Branch	PRINTED NAME AND TITLE OF PERSON SIGNING:
DATE SIGNED: 4/7/2022	DATE SIGNED:

Exhibit A

Performance Plan and Specific Award Conditions

A. Eligible Use of Funds

1. As a condition of receiving this award, Grant Recipient shall administer the Project funded under this Agreement and complete all activities described in this Exhibit A in accordance with the Project Schedule and performance goals outlined herein. Grant Recipient shall perform and complete all work and activities in a manner satisfactory to the Department and consistent with the terms of conditions of this Agreement and applicable statutes and regulations.
2. The use of Grant Program funds is premised upon, and conditioned on, Grant Recipient fulfilling one of the program's national objectives. Grant Recipient certifies that the activity (ies) carried out under this Agreement will meet the national objective of Prevention/Elimination of Slums or Blight. If Grant Recipient fails to meet a national program objective, as specified in this Exhibit A, Grant Recipient shall reimburse the Department all grant funds received under this Agreement within 30 days of notice or such timeframe as requested by the Department.
3. Grant Recipient will undertake the following activities and provide the following levels of program services.

Citywide Brookshire/Waller Co. - 03L

Grant Recipient shall address the following local need:

Deteriorated and non-ADA complaint sidewalks resulting in hazardous pedestrian traffic.

Grant Recipient shall complete the following work:

Reconstruct and install approximately one thousand and seventy linear feet (1,070 l.f.) of sidewalks, five hundred linear feet (500 l.f.) of curb and gutter, eight (8) street lights, twenty-two (22) ADA compliant ramps, handicap parking space reconstruction, handrailing, related pavement repair, and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

5th Street, Cooper Street, and Velasco Street. This location is more fully described in Figure A1 below, which is incorporated herein. In the event of a conflict between this description and Fig A1, Figure A1 controls.

These activities shall benefit 4,785 persons, of which 3,590 or 75.03 percent are of low- to moderate-income.

4. Grant Recipient shall ensure that all required engineering services are completed as required by state law, including preliminary and final design plans and specifications, interim and final inspections, and all relevant special services. Grant Recipient shall ensure that all project-related administration activities are completed as described in the current TxCDBG Project Implementation Manual.

B. Prohibited Activities

Grant Recipient may only use grant funds to carry out the activities described in this Agreement. Grant Recipient is prohibited from charging to this award the costs of ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

C. Timeline

Grant Recipient will comply with the following Project Schedule. Failure to meet any of the below milestones may result in sanctions as outlined in the TxCDBG Project Implementation Manual, Requests for Applications, other published guidance, and conditions of this agreement.

Pre-Agreement Cost Begins:	5/3/2021
Grant Contract Period Begins:	3/1/2022
Environmental Review/Plans & Specifications Recommended to be Complete:	9/1/2022
Group B Forms Required to be Complete:	3/1/2023
Project Recommended to be Complete, including inspections:	11/1/2023
Grant Contract Period Ends:	2/29/2024
Final Payment and Closeout Documentation Required to be Submitted:	4/29/2024

D. Special Conditions

Grant Recipient agrees and assures the Department that it will comply with all the special provisions and requirements of the award described herein.

1. Compliance: It is understood and agreed by the parties that performances under this Agreement must be rendered in accordance with the Housing and Community Development Act of 1974 as identified in the Authority and Purpose of the Agreement; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Grant Recipient; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this Agreement by both parties, it is agreed by the parties that performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may from time to time during the period of performance of this Agreement issue policy directives which serve to establish, interpret, or clarify performance requirements under this Agreement. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this Agreement and shall be binding upon Grant Recipient, as if written herein, provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this Agreement so as to release the Department from any obligation specified in Section 4 of Exhibit C to reimburse costs incurred by Grant Recipient prior to the effective date of such amendments or policy directives. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.
2. Environmental Review: Grant Recipient understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR 58.5. Grant Recipient shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this Agreement. Neither Grant Recipient nor any participant in the development process, or any of their contractors, may commit grant or other funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until Grant Recipient has completed the environmental review process and the Department has authorized use of grant funds or approved the Grant Recipient's request for release of funds and related certification.
3. Citizen Participation: Grant Recipient shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this Agreement are used, in accordance with 24 CFR 570.486 and this Agreement.
4. Public Hearings: Grant Recipient shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Plan. Prior to the programmatic closure of this Agreement, Grant Recipient shall hold a public hearing to review its performance under this Agreement. For each public hearing scheduled and conducted by Grant Recipient, Grant Recipient shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.
5. Complaint Procedures: Grant Recipient shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Grant Recipient shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

6. Department Recognition: Grant Recipient shall have signage placed in a prominent visible public area identifying the project as funded by the Department. The signage must be legible from a distance of at least three feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

7. Program Income: In the same manner as required for all other funds under this Agreement, Grant Recipient shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e) and the TxCDBG Project Implementation Manual) generated by activities carried out with grant funds made available under this Agreement. The use of program income by Grant Recipient shall comply with the requirements set forth at 24 CFR 570.489(e). Grant Recipient shall use such income during the Agreement Term for activities permitted under this Agreement prior to requesting additional funds from the Department. Grant Recipient shall provide reports of program income to the Department with each payment request in accordance with the payment procedures described herein, and at the termination of this Agreement. All unexpended program income shall be returned to the Department at the end of the Agreement Term, unless otherwise specifically provided within this Agreement.

8. Disbursement of Certain Funds: Funds for construction activities under this Agreement will not be disbursed to Grant Recipient until all requirements identified as Group B in the TxCDBG Project Implementation Manual, Section 2.2, have been satisfied. These requirements must be satisfactorily completed no later than twelve (12) months after the Agreement start date. In accordance with Sections 17 and 18 of Exhibit C, the Department may terminate this Agreement immediately if these special conditions are not met by the date identified in the Project Schedule above as Group B Forms Required to be Complete.

9. Grant Recipient shall provide to the Department a copy of the Final Inspection Approval letter from the Texas Department of Licensing and Regulation for the plans and specifications specified in the Performance Statement.

Exhibit B

Budget

A. Approved Budget

1. It is understood and agreed that the total amount of funds under this award shall be used for the Project outlined in this Agreement. Grant Recipient shall expend funds under this award in accordance with the approved budget specified herein. All Project-related expenses must be reasonable and necessary.
2. The Department may require a more detailed budget breakdown than the one contained herein, and Grant Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Department.
3. Any amendments to the Project Budget must be approved in writing by both the Department and Grant Recipient.

HUD Activity	Awarded Amount
03L	\$260,000.00
Engineering	\$55,000.00
Admin	\$35,000.00
Total Grant Awarded	\$350,000.00
Committed as Match	\$52,500.00
Match Ratio	15.00%

B. Pre-Award Costs

The Department may reimburse allowable administrative and engineering expenditures made by Grantee prior to the effective date of the Agreement if incurred after 5/3/2021, and if Grantee complied with all requirements for the release of such funds.

Exhibit C**General Terms and Conditions – Federal Grant****SECTION 1. COMPLIANCE WITH APPLICABLE LAWS**

Grant Recipient agrees to administer the award and carry out the Project in compliance with all of the obligations described in this Agreement and shall ensure that the Project is financed, constructed, operated and maintained in accordance with all federal, state and local laws, ordinances, regulations, and published program guidance/Project Implementation Manual that are in any manner applicable to the activities performed by Grant Recipient under this award, its agents, employees, subgrantees, contractors and subcontractors pursuant to this Agreement. Failure to comply with such laws, ordinances, regulations and guidance shall be grounds for termination of this Agreement for cause.

SECTION 2. AVAILABILITY OF FUNDS

Grant Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the actual receipt by the Department of funds appropriated to the Department by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. If said funds or any part thereof are or become unavailable, the Department may immediately terminate this Agreement or reduce the Grant Amount, as applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations.

SECTION 3. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND ACCOUNTING STANDARDS

Grant Recipient shall comply with, to the extent applicable, the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), and the Texas Grant Management Standards ("TxGMS") promulgated by the Texas Comptroller of Public Accounts pursuant to the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783). Grant Recipient agrees to adhere to the administrative requirements, accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred under the award

SECTION 4. METHOD OF PAYMENT

A. Funds will be disbursed for actual eligible costs incurred by Grant Recipient in connection with this Agreement. Determination of allowable costs shall be made in accordance with applicable government-wide cost principles under 2 CFR 200 Subpart E, the TxGMS, this Agreement, and the provisions of such regulations and procedures as the Department may prescribe.

B. Payment requests shall be submitted to the Department in the manner and on the form required by the Department. Payment shall be made on an eligible cost reimbursement basis only and in such amounts and increments approved by the Department for various phases of work following submission by Grant Recipient of a proper request for payment, including applicable, accurate and complete supporting documentation that substantiates the payment request in accordance with the Performance Plan and the Project Budget.

C. The Department shall pay to Grant Recipient funds available under this Agreement based upon information submitted by Grant Recipient for allowable costs permitted under the Agreement and consistent with the Project Budget. The Department will notify Grant Recipient if there are concerns about the project and shall not make disbursement of any such payment until the issues of concern are resolved and the Department has reviewed and approved such payment request. The Department may deny a payment request if the Department determines that the request is not supported by sufficient documentation.

D. The Department will not reimburse Grant Recipient for any costs incurred either prior to the effective date of the Agreement or after the termination or expiration date of the Agreement, unless otherwise stated herein or agreed to in writing by the Department.

E. The Department will not make final payment to Grant Recipient until all reports, unexpended program income and other deliverables required under the Agreement have been submitted to the Department in acceptable form.

SECTION 5. MATCHING AND COST SHARING REQUIREMENTS

Grant Recipient shall demonstrate to the satisfaction of the Department that it has complied with all matching and cost sharing requirements, if any, of this Agreement. Requests for reimbursement will only be paid after Grant Recipient provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.

SECTION 6. FINANCIAL MANAGEMENT

A. Grant Recipient shall maintain a financial management system that meets the standards for fund control and accountability as established in 2 CFR 200 Subpart D, the TxGMS and this Agreement, as applicable, and that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7507). Grant Recipient agrees to keep all project accounts and records that fully disclose the amount and disposition by Grant Recipient of the proceeds of the award, the total cost of the project in connection with which the award is given or used, the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the Project. Grant Recipient's failure to comply with these requirements may result in termination of the award.

B. Grant Recipient shall maintain a financial management system that provides:

- (1) Accurate, current and complete disclosure of all financial activities related to this Agreement, in accordance with Generally Accepted Accounting Principles;
- (2) Records that clearly identify the source and application of all funds used for the purposes described in the approved grant application, attached hereto and made a part hereof which is part of the Agreement. These records shall, at a minimum, contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and program income;

- (3) Effective internal and accounting controls over all funds, property, and other assets. Grant Recipient shall have in place a system for safeguarding all such assets and shall assure that they are used solely for authorized purposes; and
- (4) Accounting records that are supported by source documentation.

C. Grant Recipient shall ensure that the funds provided by the Department to Grant Recipient under this Agreement are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.

SECTION 7. PROCUREMENT STANDARDS

Grant Recipient shall procure property, supplies, equipment, and services with funds provided under this Agreement in a manner consistent with (1) current program policy, (2) federal, state and local laws, (3) 2 CFR 200 Subpart D, and (4) the TxGMS, as applicable. The Department assumes no responsibility for contractual and administrative matters associated with Grant Recipient's procurement of such property, supplies, equipment, and services. No provider of property, supplies, equipment, and services to Grant Recipient shall be deemed a third-party beneficiary of this Agreement.

SECTION 8. PROPERTY MANAGEMENT STANDARDS

Grant Recipient shall use and dispose of property in a manner consistent with 2 CFR 200 Subpart D and TxGMS, as applicable, if such property has been furnished by the Department or acquired or improved in whole or in part with federal or state funds or if the cost of such property was charged to a project supported by federal or state funds.

SECTION 9. REPORTING REQUIREMENTS

A. Grant Recipient shall submit timely, complete, and accurate progress/performance/financial reports in the manner and form specified by the Department. These reports shall be submitted to the Department on a periodic basis, as prescribed in the Specific Award Conditions (Exhibit A).

B. Agreement obligations will remain in force until all final reports are reviewed and approved by the Department. The final report shall include a comparison of actual expenditures with the budget line items shown in the Project Budget.

C. Extensions to the reporting due dates prescribed in the Specific Award Conditions may be granted by the Department upon receipt of a written request from Grant Recipient.

D. If reports are not submitted by Grant Recipient as required, the Department may, in its sole discretion, withhold payments under this Agreement or any other grant agreement entered into between the Department and Grant Recipient, terminate this award, or initiate other remedies for noncompliance as appropriate and permitted under this Agreement, 2 CFR 200 Subpart D or the TxGMS.

SECTION 10. RECORD RETENTION

A. Grant Recipient shall maintain and retain all financial and statistical records, performance records, supporting documents, and all other records related, in any way, to this Agreement and award for a period of three (3) years from closeout of the grant from the federal awarding agency to the Department. If any litigation, claim, audit, administrative review or other action is initiated before the expiration of the record retention period, all records and supporting documents shall be retained until all issues and matters are resolved and final action taken.

B. The preceding record retention requirement is subject to the following exception: Records pertaining to nonexpendable property acquired with award funds shall be retained for three years after final disposition of such property.

C. The Department reserves the right to direct Grant Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value.

D. Grant Recipient shall include the substance of this Section in all subawards and subcontracts.

SECTION 11. INSPECTIONS AND MONITORING

A. Grant Recipient shall monitor the performance of all activities undertaken pursuant to this Agreement to assure that time schedules are being met, projected work and tasks are being accomplished and other performance goals are being achieved. Grant Recipient is accountable to the Department for the use of the funds provided and shall assure the award is administered in compliance with applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

B. Grant Recipient agrees to notify the Department in writing of any circumstances or conditions that may negatively affect or are negatively affecting program objectives or performance as soon as they are known. These conditions include but are not limited to circumstances and problems that prevent the meeting of time schedules and goals or preclude the attainment of project work within established time periods. In its notification, Grant Recipient shall include a statement of the action taken or contemplated by Grant Recipient to correct the problems and the time frame within which corrective action will be taken.

C. Grant Recipient's progress will be monitored periodically by the Department to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed.

D. The Department may, at any time, require that Grant Recipient provide such other information as is deemed necessary by the Department to enable it to fully monitor the Agreement and award.

E. The Department may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits, inspections or monitoring reviews. The Department may require Grant Recipient to take timely and appropriate action on all deficiencies pertaining to the award detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, the Department may impose additional conditions on the use of funds to ensure future compliance. Failure of Grant Recipient to take timely and appropriate action on all deficiencies may result in the withholding or suspension of funds under the Agreement, termination of the award, or any other remedy which may be available to the Department.

F. Grant Recipient understands and agrees that it shall repay funds disbursed to Grant Recipient under this Agreement for disallowed costs identified through audits, inspections or monitoring reviews, and the repayment of such disallowed costs shall be paid by Grant Recipient from non-grant funds. Disallowed costs are those charges determined to not be allowed in accordance with the applicable cost principles or other conditions contained in this Agreement.

SECTION 12. AUDITS, INVESTIGATIONS AND ACCESS TO RECORDS

A. Grant Recipient agrees to make available to the Department, any federal agency whose funds are expended in the course of this Agreement, the State Auditor's Office, any other appropriate unit or agency of the State or Federal government, and any of their duly authorized representatives, for purposes of audit and examination, all accounting records, books, documents, files and other papers that are pertinent to the award as may be necessary to facility the review and audit of Grant Recipient's operations, administration, receipt and use of funds under this award. Such authority to audit and right to access shall continue as long as the records are retained by Grant Recipient. Grant Recipient agrees to cooperate fully with such agencies in the conduct of the audit or investigation. Grant Recipient shall ensure that the substance of this clause concerning the authority to audit funds and the requirement to cooperate is included in all subawards and contracts it awards.

B. When reasonable and practical to do so, the Department shall provide prior notice of all visits entailing inspections, audits and other reviews. However, the Department retains the right to make unannounced visits, inspections and audits as deemed necessary.

C. All audit reports shall be promptly delivered to Grant Recipient for review. Grant Recipient shall cooperate with the Department to assure timely and appropriate resolution of audit findings and recommendations.

D. When audits disclose overpayments to Grant Recipient, the Department may, at its option, either require Grant Recipient to repay the overpayment or deduct the amount of overpayment from monies due the Grant Recipient under the Agreement. Any overpayments not repaid through actual repayment or by deduction within thirty (30) days of notice to Grant Recipient shall be charged simple interest at ten percent (10%) per annum. The thirty (30) day notice of repayment or deduction shall commence upon sending, either by United States postal service or electronic mail, of written notice to Grant Recipient.

SECTION 13. AUDIT REQUIREMENTS

A. If Grant Recipient expends \$750,000 or more during its fiscal year in federal awards, Grant Recipient must have a single or program-specific audit conducted for that year in accordance with applicable federal laws and regulations, including 2 CFR Part 200, Subpart F.

B. All audits shall be conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS).

C. If Grant Recipient has a financial audit performed during the term of this Agreement, Grant Recipient shall provide to the Department, upon request, information about the audit or information regarding where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which award funds are included.

D. Failure to comply with audit requirements may adversely affect this award, other grant agreements between Grant Recipient and the Department, and future awards to Grant Recipient.

SECTION 14. MODIFICATIONS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by the parties to the Agreement.

B. Amendments will generally be required when any of the following are anticipated: (1) a change to the scope, location, or objectives of the Project, including purpose or beneficiaries; (2) revision to the Project Budget, including budget category expenditure variances and transfer of expenditures to an unbudgeted line item; and (3) a need to extend the availability of Grant funds or Performance Period.

C. A request for modification or amendment to the Agreement shall be submitted to the Department in writing, including an explanation or justification for the request, no later than thirty (30) days prior to the end of the agreement term. A request for an extension must be supported by documentation of extenuating or unforeseeable circumstances beyond Grant Recipient's control which prevented completion of the Project within the agreement term and include a revised performance plan and schedule showing when major milestones will be completed for each activity. Requests may be submitted to the Department for approval less than thirty (30) days prior to the end of the agreement term but only for good cause as determined by the Department based on the justification submitted with the request.

D. Such amendments shall not invalidate the Agreement, nor relieve or release the Department or Grant Recipient from its obligations under the Agreement except as specifically set out therein.

E. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

SECTION 15. INDEMNIFICATION

A. To the extent allowed by law and the Constitution of the State of Texas, Grant Recipient and the Department shall each be responsible for the acts or omissions of their respective agents and employees.

B. Grant Recipient shall, to the extent allowed by law and the Constitution of the State of Texas, indemnify and hold harmless the Department, its officers, agents, employees and representatives from any and all liability, actions, claims, demands or suits, and all related costs, attorney fees and expenses arising out of or related to (1) the work, services, or materials provided under this Agreement; (2) any failure of Grant Recipient to perform its obligations under this Agreement; or (3) any improper or deficient performance of such contractual obligations. The Department shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

C. This Section shall survive the expiration or termination of the Agreement.

SECTION 16. AWARD CLOSEOUT

A. Closeout of the award shall be based upon a determination that all applicable administrative actions and all required Project-related activities have been completed in accordance with the terms of this Agreement and all applicable laws and regulations.

B. Upon the Department's review of all financial, performance, and other reports required, the Department may make upward or downward adjustments to the allowable costs, within the limits of the Grant Amount, on the basis of the information contained in the reports.

C. Whether or not audits were conducted during the agreement term, a final financial and compliance audit may be initiated up to three years after the agreement completion date beginning with the date Grant Recipient submits the final reports.

D. Any award funds not expended by Grant Recipient in conjunction with the Project prior to the end of the Agreement Term, including any authorized extensions, shall be forfeited.

SECTION 17. SUSPENSION AND TERMINATION

A. Termination for Cause: If the Department determines that Grant Recipient has committed a material breach or default of any covenant, warranty, obligation or agreement under this Agreement, failed to fulfill or perform any obligation under this Agreement, or failed to comply with any of the terms or conditions of this Agreement, in whole or in part, and such breach, default or failure is not cured within fourteen (14) days after the Department's notice or such longer period as the Department may specify in such notice, the Department may place Grant Recipient in default status and take any or all of the following actions:

- (1) Suspend activities under the Agreement upon thirty (30) days advance written notice by the Department and withhold further payments. The notice of suspension shall state the reason for the action, the effective date of the suspension, the corrective action that must be taken and the time period during which the corrective action must be accomplished.
- (2) Terminate the Agreement for cause, in whole or in part, upon thirty (30) days advance written notice by the Department. The Notice of Termination shall state the reason for the action, the effective date of the termination and the closeout procedures to be followed. As of the effective date of a termination for cause, Grant Recipient shall immediately cease incurring additional obligations of award funds. Grant Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of a termination for cause.

- (3) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Department determines that Grant Recipient has jeopardized the safety and welfare of the public, materially failed to comply with the terms and conditions of the Agreement, or whenever the fiscal or programmatic integrity of the Agreement has been compromised. The notice of termination pursuant to this provision shall state the reason for the action, the effective date of the termination and closeout procedures to be followed. As of the effective date of such a termination for cause, Grant Recipient shall immediately cease incurring additional obligations of award funds. Grant Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of the termination.
- (4) Invoke any other remedy or remedies that may be legally available.

B. Termination for Convenience: Either party may terminate this Agreement at any time for convenience by providing a written notice to the other party at least thirty (30) days in advance of the intended date of termination.

C. Mutual Termination: This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the parties may agree in the written consent.

D. Effect of Termination: Upon receiving a notice of termination of this Agreement, Grant Recipient shall immediately cease all activities under this Agreement unless the Department expressly directs otherwise. Each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.

SECTION 18. CORRECTIVE ACTIONS/REMEDIES FOR NONCOMPLIANCE

A. In addition to any other rights or remedies available at law or in equity, if Grant Recipient fails to comply with any term, condition, requirement, or provision of this Agreement, in whole or in part, the Department may take one or more of the following actions:

- (1) Temporarily withhold payment of funds pending correction of the default by Grant Recipient;
- (2) Disallow all or part of the cost of the noncompliant activity or action and reduce the Grant Award by such amount;
- (3) Wholly or partially suspend or terminate the award and this Agreement as provided in this Agreement;
- (4) Withhold further awards to Grant Recipient;
- (5) Require Grant Recipient to repay award funds that the Department determines were not expended in compliance with this Agreement or any applicable statutes or regulations;
- (6) Impose an administrative penalty which results in a reduction of the budget line item for grant administration; or
- (7) Invoke any other remedy or remedies that may be legally available.

B. Failure to comply with any terms of this Agreement include, but are not limited to, the following:

- (1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;
- (2) Failure, for any reason, of Grant Recipient to fulfill in a timely and proper manner its obligations under this Agreement;
- (3) Ineffective or improper use of funds provided under this Agreement; or

- (4) Submission by Grant Recipient to the Department reports that are incorrect or incomplete in any material respect.

C. The Department reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grant Recipient to cure if:

- (1) award funds are misused;
- (2) Grant Recipient commits fraud through intentional, reckless or grossly negligent conduct; or
- (3) Grant Recipient knowingly made any false statements or misrepresentations in the Application or any certification, report or other information submitted to the Department under this Agreement.

D. In the case of a cancellation, suspension or termination, monies already received by Grant Recipient under this Agreement may be owed back to the Department and the Department may also declare Grant Recipient ineligible to receive any further awards until the entire obligation has been repaid to the Department.

SECTION 19. ASSIGNABILITY OF AGREEMENT, SUCCESSORS IN INTEREST

A. Grant Recipient shall not assign or transfer this Agreement, or any part thereof, without prior written consent of the Department. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by the Department. No approval by the Department of any assignment or transfer shall be deemed to create any obligation of the Department in addition to those set forth in this Agreement.

B. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective representatives, successors and permitted assigns.

SECTION 20. SUBAWARDS/SUBCONTRACTS

A. Approvals: Whenever Grant Recipient intends to subcontract any work or services under this Agreement, Grant Recipient shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the Department prior to the execution of such contract. It is understood that consent of the Department to subcontract in no way relieves Grant Recipient of any of its duties or obligations under this Agreement nor precludes the Department from taking any action which may be available to it under this Agreement or otherwise in law.

B. Monitoring: Grant Recipient shall monitor all work and services on a regular basis to assure they are carried out in accordance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. Content: With any subgrantee or subcontractor, Grant Recipient must have a written contract that complies with applicable requirements and regulations. All work or services covered under this Agreement which is contracted by Grant Recipient shall be subject to all provisions of this Agreement. Grant Recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. Selection Process: Grant Recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be maintained in Grant Recipient's files along with documentation concerning the selection process and made available upon request.

SECTION 21. COPYRIGHTS

Grant Recipient may exercise its rights to ownership of materials developed during the course of a grant-supported project by copyrighting the materials. However, Grant Recipient (and all subgrantees) must grant to the Department and to the federal agency providing the funds (as applicable), for governmental purposes, a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use these materials and to authorize others to do so. This license to the Department covers any and all materials developed under the grant agreement (deliverables). The license to the Department does not preclude Grant Recipient from exercising its right of ownership of the materials, or to prevent Grant Recipient from selling or licensing the materials. If the materials are to be licensed or sold by Grant Recipient, then the net proceeds constitute program income as defined, and the funds must be treated accordingly.

SECTION 22. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between Grant Recipient and the Department. Grant Recipient shall at all times remain an "independent contractor" with respect to the work and services to be performed under this Agreement.

SECTION 23. CONFLICT OF INTEREST

A. In the administration of the award, the performance of activities under the Agreement, and the procurement of supplies, equipment, construction and services, Grant Recipient shall comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules and policies, including 2 CFR 200.317-200.319 and Chapter 176 of the Texas Local Government Code. If circumstances arise during the course of the Agreement that constitute a conflict of interest, actual or potential, or reasonably creates an appearance of impropriety, Grant Recipient shall promptly notify the Department.

B. Grant Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts/agreements supported by award funds, which includes the following:

- (1) No employee, officer or agent of Grant Recipient shall participate in the selection, or in the award, or administration of, a contract/agreement supported by award funds if a conflict of interest, real or apparent, would be involved.
- (2) Grant Recipient shall not assign an employee to the Project if the employee:
 - a. owns an interest in or is an officer or employee of a third-party business entity that has or may have an agreement with Grant Recipient relating to the project;
 - b. has a direct or indirect financial interest in the outcome of the project; or
 - c. has performed services regarding the subject matter of the project for an entity that has a direct or indirect financial interest in the outcome of the project.

- (3) Grant Recipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest, or personal gain.

C. Grant Recipient shall include in all subawards and subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

SECTION 24. SEVERABILITY

The parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section shall survive expiration or termination of this Agreement.

SECTION 25. PUBLIC/CONFIDENTIAL INFORMATION

A. Public Information: Grant Recipient understands that the Department will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code ("PIA"). Information, documentation, and other material in connection with this Agreement and award may be subject to public disclosure pursuant to the PIA. Grant Recipient is required to make any information created or exchanged with the Department pursuant to this Agreement, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public.

B. Client Data and Other Sensitive Information: Grant Recipient is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided. Grant Recipient must comply with 2 CFR 200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.1, and other information Grant Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

SECTION 26. WAIVER

The parties expressly agree that no provision of the award or Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law. Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under the Agreement or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by Grant Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 27. GOVERNING LAW AND VENUE

This Agreement 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 this Agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

SECTION 28. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

SECTION 29. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

Exhibit D**Certifications and Assurances – CDBG Grant**

By signature hereon, Grant Recipient hereby certifies and assures, with respect to this award and performing its responsibilities under this Agreement, that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements.

1. LEGAL AUTHORITY – Grant Recipient represents that it possesses legal authority to enter into the agreement, including all understandings and assurances contained therein. A resolution, motion or other similar action has been duly adopted or passed as an official act of Grant Recipient's governing body, directing and authorizing the person identified as the official representative, or the designee of Grant Recipient, to act in connection with the agreement, to provide such additional information as may be required, to sign and execute the agreement on behalf of Grant Recipient, and to validly and legally bind Grant Recipient to all of its terms, performances, and provisions.
2. AFFIRMATIVELY FURTHER FAIR HOUSING – Grant Recipient certifies that it will comply with the Fair Housing Act, as amended (42 U.S.C. 3601 et seq.), and implementing regulations at 24 CFR Part 100, and that it will affirmatively further fair housing as specified by the Department.
3. ANTI-LOBBYING – Grant Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this agreement or grant. If non-federal funds are used by Grant Recipient to conduct such lobbying activities, Grant Recipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Grant Recipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.
4. CHILD SUPPORT PAYMENTS – Grant Recipient represents and warrants that it will included the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to certify accordingly: "Under Section 231.006 of the 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."
5. CITIZEN PARTICIPATION – Grant Recipient certifies it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.
6. CLEAN AIR AND WATER POLLUTION CONTROL – Grant Recipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Regional Office of the Environmental Protection Agency (EPA).

7. CONSERVATION – Grant Recipient represents and warrants that it 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 river system.

8. CONTRACT OVERSIGHT – Grant Recipient represents and warrants that it will maintain oversight to ensure that all terms, conditions, and requirements of the agreement, including these certifications and assurances, are met and that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

9. COMPLIANCE WITH LAWS, RULES AND REQUIREMENTS – Grant Recipient represents and warrants that it will comply, and assure the compliance of all its subrecipients and contractors, with all award requirements imposed by applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grant Recipient represents and warrants that it will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grant Recipient, the more restrictive requirement applies.

10. CYBERSECURITY TRAINING (Local Government System) – Grant Recipient 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.

11. DEBARMENT AND SUSPENSION – Grant Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the United States General Services Administration.

12. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW – Grant Recipient represents and warrants its compliance with 2 CFR 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity violations potentially affecting the award and the reporting of certain civil, criminal, or administrative proceedings to SAM.

13. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS – Grant Recipient 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.

14. DISCRIMINATION PROHIBITED – In accordance with Section 2105.004 of the Texas Government Code, Grant Recipient represents and warrants that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

15. DISPLACED PERSONS – Grant Recipient certifies that it will minimize displacement of persons as a result of activities performed under this award and that it will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§4601 - 4655) and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42 Subpart A, which provide for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. Grant Recipient further certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with grant funds.

16. DISPUTE RESOLUTION – The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.
17. DRUG-FREE WORKPLACE – Grant Recipient represents and warrants that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.
18. ENVIRONMENTAL STANDARDS – Grant Recipient certifies it will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et seq.) and related Federal authorities, including notification of violating facilities pursuant to Executive Order 11738.
19. EQUAL EMPLOYMENT OPPORTUNITY – Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity,” as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Grant Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the U.S. Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with federal funds pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR 60-1.4(b).
20. EXCESSIVE FORCE – It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.
21. EXCLUDED PARTIES – Grant Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 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.
22. FAIR LABOR STANDARDS – Grant Recipient certifies that it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. §§ 201 - 219) and the Intergovernmental Personnel Act of 1970, as applicable.
23. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY – Grant Recipient represents and warrants that it will comply with the Federal Funding Accountability and Transparency Act requiring recipients and subrecipients of federal financial assistance to obtain a Data Universal Numbering System (DUNS) number and will report the DUNS number to the grantor as a condition of receiving a federal grant or award. Furthermore, Grant Recipient must be registered in the federal SAM and continue to maintain an active SAM registration with current information at all times during which the term of this award is in effect. Furthermore, no contract, award, subgrant will be made by Grant Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.

24. FLOOD INSURANCE – Grant Recipient represents and warrants that it will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (42 U.S.C. § 4001 et seq), 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.

25. HISTORIC PRESERVATION – Grant Recipient assures compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC §470f), Executive Order 11593, and the Archeological and Historical Preservation Act of 1974 (54 USC §§ 312501 - 312508).

26. LEAD-BASED PAINT – Grant Recipient represents and warrants that it 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, and the implementing regulations at 24 CFR Part 35.

27. NONDISCRIMINATION – Grant Recipient certifies that it will comply with all state and federal statutes relating to nondiscrimination, including the following:

- The Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.)
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
- The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)
- The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)

28. OPEN MEETINGS – If Grant Recipient is a governmental entity, Grant Recipient represents and warrants that it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

29. POLITICAL ACTIVITY – Grant Recipient certifies that it will comply with provisions of federal law which limit certain political activities of employees whose principal employment is in connection with an activity financed in whole or in part by federal funds (5 U.S.C. § 1501 et seq.).

30. REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT – Grant Recipient 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.

31. SECTION 3 – Grant Recipient certifies that it will comply with section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 75, which require that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

32. SPECIAL ASSESSMENTS – Grant Recipient represents and warrants that it will not attempt to recover any capital costs of public improvements assisted in whole or part with grant funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient grant funds to comply with the requirements of subclause (a).

Failure to comply with applicable assurances may result in the withholding or suspension of funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.

M E M O R A N D U M

DATE: FEBRUARY 27, 2025

TO: ERIC GREEN, PRESIDENT, BROOKSHIRE EDC

**CC: MAYOR BRANCH
DAVID OLSON**

FROM: JOSEPH ESCH

RE: SUMMARY OF SIGNIFICANT ECONOMIC DEVELOPMENT ACTIVITY FOR THE MONTH OF FEBRUARY

The following is a summary of the major items in process

Administrative

- TIRZ #1 – Working with finance on processing annual payment due to LGI homes for TIRZ reimbursement.

Projects

- Project Gemini
This project has selected another location for their project. The issue was the ability to come to terms on land pricing and not a matter which could have been changed by incentives or city participation. The project file will be closed and not included on future updates.
- Liquid Stone
Following input and direction from the City Council, staff worked with city legal counsel to create draft incentive agreement consistent with terms discussed. Draft agreement provided to company on January 23. Staff remains in contact with the company. The agreement is working its way through their corporate structure. The company has indicated they anticipate providing comments back the first week March. Staff continues to stay in touch with the company. The company is not waiting on the city for any item related to this incentive. Staff will update Council upon receipt of the comments. Based on conversations with the company the updated timeline projects the agreement coming to Council in early April.
- Business Park Development
The property owner and their joint venture developer partner he developed several site plan options for proceeding. They are currently marketing the potential business park to generate interest. Proceeding with the development will be reliant upon securing a lead development project that warrants the capital investment. The developer has indicated they will be coming

back to the city and EDC to discuss extension of infrastructure to the development and the potential for any incentives for the project.

Timeline for the project is being driven by the owner/developer. They are not waiting on the city to be able to proceed.

- **Project Electric Slide**

Project proceeding with agreements. The company's finalizing of the project details and discussions on incentives with Waller County did not meet their projected timeline. Staff and the City's legal Counsel are working to finalize the tax abatement agreement to bring to the City. As required by the state, a 30 day public hearing notice was posted in February to hold a hearing next week and possibly consider the abatement. Based on the timing of information provided to the city the legal counsel for the city is completing the agreement and working through details. The agreement will be brought to the City Council at the next meeting if ready. Otherwise, the agreement is anticipated to be brought to the Council at the following meeting.

The project timeline is behind projections. The reason for the delay is due to finalizing the discussions with Waller County.

- **Grunfos Expansion**

Working with the company and Waller County EDC on completion of an application for Tax Abatement. The company is proposing to construction on a LEED certified manufacturing facility on their existing site. The company's timeline would see construction beginning by the end of the first quarter of 2026. The company is seeking a tax abatement from the City of Brookshire and Waller County for their new facility. The company has its US office HQ at their Brookshire location. The anticipated total value of improvements is ~\$44. The company has provided a draft tax abatement application and is in the process of completing it. Staff anticipates bringing the project to the City Council for discussion and direction in late March or April depending on the timing of the completed application.

- **Katy Chamber Discussion**

As reported at last meeting. The Katy Chamber is open to meeting with the board and the city to establish a membership and relationship if this is of interest to the city.

- **Christ Clinic Tour -**

The clinic has relocated to its new location and held an open house. Staff continues to work with the clinic's development officer, Jay Donnella, on ways the clinic may provide opportunities for the local business community to support healthcare for the are workforce and community.

Mr. Donnella has extended an open invitation to the City Council and Board of the EDC to tour their new location and learn more about the services they provide to the community.