



NOTICE OF SPECIAL MEETING  
SEALY CITY COUNCIL  
CITY COUNCIL CHAMBERS  
415 MAIN STREET  
SEALY, TX 77474  
**FRIDAY, SEPTEMBER 19, 2025**  
**12:30 P.M.**

Notice is hereby given of a Special Meeting of the City Council of Sealy to be held on the abovementioned date, time, and location for the purpose of considering the following agenda items. All agenda items are subject to action. The City Council reserves the right to meet in a closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**A. Call to Order**

**B. Roll Call and Certification of a Quorum**

**C. Petition(s) and Public Comments**

Comments may not be addressed to or at individuals and are limited to three minutes per speaker; however, if a large quantity of individuals has registered to speak, the time may be reduced. Speakers may not poll the council members or attendees.

**D. Business**

1. Discussion and Possible Action regarding the Approval of Amendment No. 1 to the Contract Documents/Agreement between the City of Sealy and Kopathean Electric, LLC, related to the DR-4485-0278 Water Plant and Lift Station Generators Project, to include necessary Federal Provisions into its terms and conditions.

**E. Adjourn**

CERTIFICATION

*I, Sandra Vrabec, City Secretary of the City of Sealy, do hereby certify that the above notice of the City of Sealy, Texas, City Council, was posted in a place convenient to the general public in compliance with Chapter 551, of the Texas Government Code, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting as well as on required website(s).*

Sandra Vrabec, City Secretary

AMENDMENT NO. 1  
TO CONTRACT DOCUMENTS RELATED TO THE  
CITY OF SEALY WATER PLANT AND LIFT STATION GENERATORS  
CONTRACT # DR-4485-0278 | CONTRACT 6-2024

To the Agreement dated October 25, 2024, by and between the City of Sealy, hereinafter referred to as the "OWNER", and Kopathean Electric, LLC., hereinafter referred to as the "CONTRACTOR".

**Description of Amendment:**

*The additions to the Special Conditions HMGP are as follows.*

#SC.12 - DOMESTIC PREFERENCES FOR PROCUREMENTS. The Consultant should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

#SC.13 - PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

- A. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services, as used in this clause—
- B. Prohibitions.
  - 1. Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
  - 2. Unless an exception in paragraph (c) of this clause applies, the Consultant and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
    - i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - ii. Enter, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
    - iii. Enter, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
    - iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
- C. Exceptions.
  - 1. This clause does not prohibit Consultants from providing—
    - i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
  - 2. By necessary implication and regulation, the prohibitions also do not apply to:
    - i. Covered telecommunications equipment or services that:
      - a. Are not used as a substantial or essential component of any system; and
      - b. Are not used as critical technology of any system.
    - ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.
- D. Reporting requirement.
- 1. In the event the Consultant identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Consultant is notified of such by a subcontractor at any tier or by any other source, the Consultant shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
  - 2. The Consultant shall report the following information pursuant to paragraph (d)(1) of this clause:
    - i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    - ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Consultant shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
- E. Subcontracts. The Consultant shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

All other terms and conditions of the Agreement between the Owner and the Contactor will remain in full force and effect.

City of Sealy

Kopatheat Electric, LLC

By:

By:

\_\_\_\_\_  
Carolyn Bilski, Mayor

\_\_\_\_\_  
Shannon Lackey, Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date