CITY OF COLEMAN, TEXAS
CITY COUNCIL MEETING
Meeting Agenda

The City Council of the City of Coleman, Texas will meet in session on Thursday, May 21, 2020 at 5:15 p.m. in the Council Chambers of City Hall, 200 West Liveoak, Coleman, Texas.

To advance the public health goal of limiting face to face meetings and contact with others to slow the spread of COVID 19, the City Council of the City of Coleman requests you not attend the City meeting in Person. The meeting is open to the public by either computer or phone. Telephonic capabilities will be utilized to allow individuals to address the City Council. Members of the public are encouraged to participate remotely. The public dial in number and meeting information to participate is as follows:

To join via Phone:
+1.408.419.1715 (United States(San Jose))
+1.408.915.6290 (United States(San Jose))
(Global Numbers)
Enter Conference Meeting ID: 265 740 994
Participant Passcode: 7365

To join via computer:
https://bluejeans.com/265740994/7365

Enter Conference Meeting ID: 265 740 994
Participant Passcode: 7365

You may also watch the meeting from your computer, tablet, or smartphone: at https://www.facebook.com/CityofColemanTX/

An electronic copy of the agenda and packet can be found at the following link:
www.cityofcolemantx.us/meetings

If you must attend the meeting there will be very limited seating in Council Chambers and social distancing requirements and practices will be observed. All items on the agenda are for possible discussion and action. Council may vote and/or act upon each of the items listed on this Agenda. One agenda item will be discussed at a time, in the order determined by the Mayor, unless logic and practical considerations allow similar topics to be considered together for purposes of convenience and efficiency. Consent items are considered to be non-controversial and will be voted on in one motion unless a council member asks for separate discussion. The City Council of the City of Coleman, Texas, reserves the right to meet in closed, executive session on any of the items listed below should the need arise and if authorized by Title 5, Chapter 551, of the Texas Government Code.

1. Call to Order, Invocation, and Pledge of Allegiance to the Flags of the United States of America and the State of Texas.

2. Introductions, Announcements, and Recognitions

3. Items to be withdrawn

4. Citizen Presentations: Any citizen who desires to address the City Council on a matter not included on the agenda may do so at this time. The City Council may not deliberate on items presented under this agenda item. Presentations are subject to five (5) minutes for items not on the agenda. If you wish to speak to an item on the agenda, you will be allowed to speak when the council addresses the item. There is a (3) minute time limit for items on the agenda. The presiding officer (with the consent of a majority of the City Council) may grant additional time. To comply with the provisions of the Open Meetings Act, the Council respectfully requests that prior to addressing Council, that each person submit a Speaker Request Form stating your name, address, and topic of presentation. The form is located at the entryway to Council Chambers.

5. Discuss, consider, and act upon the approval of minutes for the City of Coleman Council Meetings held on: May 7, 2020.

6. Discuss, consider, and act upon a three-member committee consisting of staff and at least one member of the governing body for evaluation of Requests for Proposals (RFP) for the 2020 TxCDBG-DRP Administrative Services contract.

7. Discuss, consider, and act upon a Resolution of the City of Coleman designating the Chief Tax Appraiser for Coleman County Appraisal District as the position responsible for calculation of the "no-new-revenue tax rate" (formerly referred to as the "effective tax rate"/" effective maintenance and operations tax rate") and voter approval tax rate (formerly referred to as the "rollback tax rate) for compliance with the Texas Property Tax Reform and Transparency Act of 2019 (Senate Bill 2).

8. Discuss, consider, and act upon a zoning change from Manufacturing/Industrial District – Heavy (M-2) to Single Family Residential District – Estate (SF-E) for the property located at 154 Airport Road as approved by the Planning and Zoning Commission on May 12, 2020.

9. Discuss, consider, and act upon the selection of an appraiser to appraise the fair market value of South Frio Street (between West College Avenue and West Elm Street) from petition received for the closing, vacating, and/or abandoning of South Frio Street from Coleman County Medical Center.

10. Discuss, consider and act upon an Ordinance of the City of Coleman prohibiting the use of commercial dumpsters by single-family residential customers.

11. Hear presentation regarding impact of COVID-19 within the City of Coleman; update to City of Coleman Operations and Services as of May 18, 2020; and discuss, consider, and act upon opening of City of Coleman Municipal swimming pool for the 2020 Season.

12. Discuss, consider, and act upon a Resolution of the City of Coleman authorizing the filing of a grant application to the Office of the Governor -Texas Division of Emergency Management for the Coronavirus Relief Fund (CRF); authorizing the City Manager as the official representative to act in connection with the application including understandings of the application process; and to provide such additional information that may be required to include applying for, accepting, rejecting, altering, or terminating the grant on behalf of the City; providing assurances that in the event of loss or misuse of the grant funds the City will return all funds to the Office of the Governor.

13. Hear status report from the City Manager regarding City Operations including: a) progress of City of Coleman Personnel Manuel and Accident Prevention Plan; b) receive update on Coleman County Appraisal District - City of Coleman Certified 2020 Estimate of Tax Values; c) receive update on 2020 Tree Maintenance Program for improvements to the distribution lines of the City of Coleman Electrical Utility; and d) receive update on the City of Coleman Municipal Airport Pavement Rehabilitation and Drainage Improvement Project.

14. Adjournment

Approved as to Form:

Pat Chesser

Pat Chesser, City Attorney

Certification

I certify that the above notice of meeting was posted at City Hall, 200 W. Liveoak, Coleman Texas, and on the City of Coleman internet website on Monday, May 18, 2020 at 5:00 p.m. and remained so posted continuously for at least seventy-two (72) hours preceding the scheduled time of said meeting. I further certify that the media was properly notified. A list of those notified will be available upon request.

Karen Langley

Karen Langley, City Secretary

Special Accommodations

The City of Coleman is committed to compliance with the Americans with Disabilities Act (ADA). Reasonable accommodations and equal access to communications will be provided to those who provide notice to the City Secretary by calling 325-625-4116 or by going by 200 W. Liveoak, Coleman Texas during normal business hours at least (48) forty-eight hours in advance of the scheduled meeting.

City of Coleman
City Council
Agenda Memo

City Council Meeting Date: **May 21, 2020**
Department: **Mayor/Council**
Presented by:
Prepared by: **Karen Langley, City Secretary**

SUBJECT: **Agenda Item No. 1**

AGENDA ITEM:
Call to Order, Invocation, and Pledge of Allegiance to the Flags of the United States of America and the State of Texas.

The Pledge of Allegiance to the Flag of the United States of America:

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one Nation under God, indivisible, with liberty and justice for all."

Should be rendered by standing at attention facing the flag with the right hand over the heart. When not in uniform men should remove any non-religious headdress with their right hand and hold it at the left shoulder, the hand being over the heart.

The Pledge of Allegiance to the Flag of the State of Texas:

"Honor the Texas flag; I pledge allegiance to thee, Texas, one state under God, one and indivisible."

The pledge of allegiance to the flag of the United States should be recited before the pledge of allegiance to the state flag if both are recited; should be rendered by standing at attention facing the flag with the right hand over the heart. When not in uniform men should remove any non-religious headdress with their right hand and hold it at the left shoulder, the hand being over the heart.

City of Coleman
City Council
Agenda Memo

City Council Meeting Date: **May 21, 2020**
Department: **Mayor/Council**
Presented by:
Prepared by: **Karen Langley, City Secretary**

SUBJECT: **Agenda Item No. 2**

AGENDA ITEM:
Introductions, Announcements, and Recognitions

NOTES:

City of Coleman
City Council
Agenda Memo

City Council Meeting Date: **May 21, 2020**
Department: **Mayor/Council**
Presented by:
Prepared by: **Karen Langley, City Secretary**

SUBJECT: **Agenda Item No. 3**

AGENDA ITEM:
Items to be withdrawn

NOTES:

City of Coleman
City Council
Agenda Memo

City Council Meeting Date: **May 21, 2020**
Department: **Mayor/Council**
Presented by:
Prepared by: **Karen Langley, City Secretary**

SUBJECT: **Agenda Item No. 4**

AGENDA ITEM:
Citizen Presentations: Any citizen who desires to address the City Council on a matter not included on the agenda may do so at this time. The City Council may not deliberate on items presented under this agenda item. Presentations are subject to five (5) minutes for items not on the agenda. If you wish to speak to an item on the agenda, you will be allowed to speak when the council addresses the item. There is a (3) minute time limit for items on the agenda. The presiding officer (with the consent of a majority of the City Council) may grant additional time. To comply with the provisions of the Open Meetings Act, the Council respectfully requests that prior to addressing Council, that each person submit a Speaker Request Form stating your name, address, and topic of presentation. The form is located at the entryway to Council Chambers.

NOTES:

This meeting is open to the public through the means of telephone participation and web participation. When we get to this section of the meeting, it is going to take some time to identify callers who are on the line and wish to address the City Council. Staff will be coordinating the callers and Mayor will identify individuals who wish to speak independently. There may be delays in the audio depending on the speed of the internet connection. We will take it one step at a time, and will accommodate to the best of our ability. I appreciate your patience as we work through this process.

City of Coleman
City Council
Agenda Memo

City Council Meeting Date:	**May 21, 2020**
Department:	**Mayor/Council**
Presented by:	**Karen Langley, City Secretary**
Prepared by:	**Karen Langley, City Secretary**

SUBJECT: Agenda Item No. 5

AGENDA ITEM:
Discuss, consider, and act upon the approval of minutes for the City of Coleman Council Meetings held on May 7, 2020.

RECOMMENDED MOTION:
Motion to approve the minutes of the City of Coleman Council Meeting held on May 7, 2020
ATTACHMENTS:
DRAFT Minutes – May 7, 2020

MINUTES
COUNCIL MEETING
CITY OF COLEMAN
CITY HALL
THURSDAY, MAY 7, 2020
5:15 P.M.

Present: Mayor Tommy Sloan, Mayor Pro Tem Sharlene Hetzel, Councilman Bobby McGee, Councilman Sherman Smith, Councilman Monte Sides, City Manager Diana Lopez, City Attorney Pat Chesser, and City Secretary Karen Langley.

Absent:

1. Call to Order, Invocation and Pledge of Allegiance: *Mayor Tommy Sloan called the meeting to order at 5:15 pm, and gave the invocation.*

2. Introductions, Announcements, and Recognitions

3. Items to be withdrawn

4. Citizen Presentations

5. Discuss, consider, and act upon the approval of minutes for the City of Coleman Council Meetings held on: March 5, 2020, March 19, 2020 March 24, 2020 and April 2, 2020. *A motion was made by Councilman Sides to approve the minutes of the City of Coleman Council Meetings held on March 5, 2020, March 19, 2020, March 24, 2020, and April 2, 2020. Councilman McGee seconded the motion. The motion carried 5-0.*

6. Presentation of Proclamation from the Office of Mayor proclaiming May 3 – 9, 2020 as National Public Service Week. *Mayor Sloan read the Proclamation. No Action.*

7. Presentation of Certificate of Appreciation to Councilmember Sherman Smith. *No Action.*

8. Issuance of the Certificate of Election, Administering Statement of Elected Officials and Oath of Office to the newly elected Councilmembers; City Secretary will present certificate of unopposed candidates for North Ward Place 1 and South Ward Place 4 and will swear in Tracy Rankin as North Ward Councilmember and Monte Sides as South Ward Councilmember. *City Secretary Langley swore in Tracy Rankin as North Ward Councilmember and Monte Sides as South Ward Councilmember.*

9. Consider and act upon electing a member of the City Council as Mayor Pro Tem pursuant to City of Coleman Charter Section 2.08. *A motion was made by Councilman McGee to elect Sharlene Hetzel as Mayor Pro Tem for the City Council of the City of Coleman. Councilman Sides seconded the motion. The motion carried 5-0.*

10. Hear presentation regarding impact of COVID-19 within the City of Coleman; update to City of Coleman Operations and Services as of May 4, 2020 to include discussion of potential

opening of operations and services; and discuss, consider, and act upon amending restrictions as set out in Exhibit "A" of the City of Coleman Declaration of Public Health Emergency adopted on March 19, 2020. *A motion was made by Mayor Pro Tem Hetzel to approve an ordinance of the City Council of the City of Coleman modifying the extension of declaration of the local disaster issued on March 19, 2020 establishing modified rules and regulations declarations of disaster restricting certain actives and establishing penalties and violations. Councilman Sides seconded the motion. The motion carried 4-0.*

11. Discuss, consider, and act upon a Resolution of the City of Coleman authorizing the City to enter into an agreement with Texas Department of Transportation for the temporary closure of portions of State Highway 153 and State Highway 206 for the 2020 Rodeo Parade. *A motion was made by Councilman McGee to approve the Resolution authorizing the City to enter into an agreement with TxDOT for the temporary closures to State Highway 153 and Highway 206 for the 2020 Rodeo Parade. Mayor Pro Tem Hetzel seconded the motion. The motion carried 5-0.*

12. Hear presentation for City Manager regarding update on the partnership with Enterprise Fleet Solutions and discuss, consider, and act upon a policy of the City of Coleman providing for City Vehicle Operating Standards and Vehicle Take Home Policy. *A motion was made by Councilman Sides to approve a City Vehicle Operating Standards and Vehicle Take Home Policy with changes: Page 4 - change chargeable to at fault, and on page 5 remove paragraph N, and page 6 D - will live within three miles from the facility they primarily work. Councilman McGee seconded the motion. The motion carried 5-0.*

13. Hear presentation regarding progress from Building and Standard Administrative Orders and progress of demolition and abatement of properties in non-compliance. *No action.*

14. Discuss, consider, and act upon appointments to the City of Coleman Planning and Zoning Commission. *A motion was made by Mayor Pro Tem Hetzel to approve Skip Casey as a member of the Planning and Zoning Commission. Councilman McGee seconded the motion. The motion carried 4-0.*

15. Discuss, consider, and act upon appointments to the City of Coleman Building and Standards Board. *A motion was made by Councilwoman Rankin to reappoint the current board of Kyle Wood, Liz Jones, Chris Jameson, Berry Phillips, and Lizette Alexander, alternates Jeremy Watson, Kyra Neff, Terry Hyden and Brandy Crowder. Councilman Sides seconded the motion. The motion carried 5-0.*

16. Hear status report from the City Manager regarding City Operations including; a) delivery of proposed Budget Calendar for FY 2020-2021; b) receive update on the construction progress at the City of Coleman Water Treatment Plant; c) receive update on the progress of the City of Coleman FY 2018 Audit; d) submittal of monthly departmental reports; and e) Presentation of City of Coleman promotional video – Why Coleman.

17. Adjournment: *A motion was made by Councilman Sides to adjourn the meeting at 8:37 p.m. Mayor Pro Tem Hetzel seconded the motion. The motion carried 4-0.*

_____
MAYOR

_____
CITY SECRETARY

City of Coleman
City Council
Agenda Memo

City Council Meeting Date: **May 21, 2020**
Department: **Administration - Grants**
Presented by: **Diana Lopez, City Manager**
Prepared by: **Diana Lopez, City Manager**

SUBJECT: **Agenda Item No. 6**

AGENDA ITEM:
Discuss, consider, and act upon a three-member committee consisting of staff and at least one member of the governing body for evaluation of Requests for Proposals (RFP) for the 2020 TxCDBG-DRP Administrative Services contract.

RECOMMENDED MOTION:
Motion to appoint three members to a committee consisting of the following staff members:

1) _____
2) _____

And one member of the governing body:

_____

NARRATIVE:
On March 19, 2020, the Council approved authorizing the City Manager to proceed with a preliminary grant application to the Texas Department of Agriculture for the 2020 Downtown Revitalization Program (DRP) for sidewalk renovations and improvements to the Central Business District in Coleman. As part of that process, the solicitation of qualifications for grant management services needs to be completed. The RFP has been released in accordance with the guidelines established by TDA

Program: (list ONLY one program per form, create separate A506 for each additional program)	2020 Downtown Revitalization Fund
Description of Anticipated Project:	Eligible activities under the 2020 downtown revitalization funds including sidewalk and ADA improvements, streets, water, sewer and drainage improvements in the downtown district.
Anticipated Scope of Work: (revise/add/delete services in this section as appropriate)	✓Application Preparation Services ✓ Basic Contract Implementation Services Planning services (include details/specifics): _____ ✓Assistance for Acquisition of Real Property ✓Compliance with federal Labor Standards (for construction contracts) ✓Environmental Review Services including Section 106 compliance ☐Other_____

Responses are due to the City of Coleman, no later than May 22, 2020. Once responses are received, the evaluation of the firms will need to be completed.

In order to complete the evaluation, the City Council must identify a three-member selection committee composed of staff and elected officials. At least one member of the committee must be an elected official.

The criteria to evaluate the firms will be as follows:

Form A508

Texas Community Development Block Grant
Phase Two Solicitation for Administrative/Planning Services
Evaluation of Proposals

Applicant Community:		
Evaluation Team: (at least three persons required, including one local official)	**Name of Evaluator**	**Title**
Program: (list ONLY one program per form, create a separate A508 for each additional program)	2020 Downtown Revitalization Fund	
Description of Anticipated Project:	Eligible activities under the 2020 downtown revitalization funds including sidewalk and ADA improvements, streets, water, sewer and drainage improvements in the downtown district.	
Date Solicitation Sent:		
Responses received:	**Name of Firm**	**Date Response Received**

Evaluation of Proposals: (revise/add/delete services in this section as appropriate)	**Enter for each criterion & proposal:** (criteria listed on A506) • Points awarded, or • Evaluation such as Highly Advantageous (H), Advantageous (A), Not Advantageous (N), or Unacceptable (U).						
Name of Firm	Experience	Prior Work Performance	Capacity to Perform	Proposed Cost	Other ____	Other ____	Notes

At the next Council meeting, the committee will bring forward the recommendation for selection to have Council award the contract. Once awarded, the firm selected will assist the city with the next phases of the preparation of the application: engineering procurement and putting the application together for submittal.

Application preparation can only occur after selection of grant administration and engineering firm.

The grant application deadline is August 4, 2020. Council approval for submission of the application should occur at the July 16 Council meeting.

Range of grant amounts is from $50,000 to $500,000 with mandatory match of 3.5%. Extra scoring points are provided if a city provides up to an additional 15% match of either cash or in-kind services relative to the grant amount. Engineering fees are **not** eligible for grant funds but are eligible as match. TDA issued the Application and guidelines on March 7, 2020.

City of Coleman
City Council
Agenda Memo

City Council Meeting Date:	**May 21, 2020**
Department:	**Administration**
Presented by:	**Diana Lopez, City Manager**
Prepared by:	**Diana Lopez, City Manager**

SUBJECT: Agenda Item No. 7

AGENDA ITEM:
Discuss, consider, and act upon a Resolution of the City of Coleman designating the Chief Tax Appraiser for Coleman County Appraisal District as the position responsible for calculation of the "no-new-revenue tax rate" (formerly referred to as the "effective tax rate"/" effective maintenance and operations tax rate") and voter approval tax rate (formerly referred to as the "rollback tax rate) for compliance with the Texas Property Tax Reform and Transparency Act of 2019 (Senate Bill 2).

RECOMMENDED MOTION:
Motion to designate the Chief Tax Appraiser for Coleman County Appraisal District as the position responsible for calculation of the "no-new-revenue tax rate" and voter approval tax rate

NARRATIVE:
Senate Bill 2, also known as the Texas Property Tax Reform and Transparency Act of 2019, was passed by the Texas Legislature in 2019. At its most fundamental level, S.B. 2 reforms the system of property taxation in three primary ways: (1) lowering the tax rate a taxing unit can adopt without voter approval and requiring a mandatory election to go above the lowered rate; (2) making numerous changes to the procedure by which a city adopts a tax rate; and (3) making several changes to the property tax appraisal process. The vast majority of the bill, including the new tax rate calculations, took effect on January 1, 2020. A few other provisions, including those related to the use of comptroller forms in calculating the tax rate and injunctive relief for failure to comply with statutory requirements, do not go into effect until January 1, 2021.

Prior to S.B. 2, the term "effective tax rate" referred to the benchmark tax rate needed to raise the same amount of maintenance and operations property taxes on existing property as the previous year, after taking into account changes in appraised values. S.B. 2 changed the terms "effective tax rate" and "effective maintenance and operations tax rate" to "no-new-revenue tax rate" and "no-new-revenue maintenance and operations tax rate," respectively. Additionally, the term "rollback tax rate" was changed to "voter-approval tax rate." More significant than the change in terminology is the modification to both the voter-approval rate 1 In addition to these sections, pursuant to Section 105 of S.B. 2, each taxing unit located wholly or primarily in an appraisal district established in a county with a population of less than 200,000 need not comply with Tax Code Secs. 26.04(e-2), 26.05(d-1) and (d-2), 26.17, and 26.18 until the 2021 tax year. 2 formula (discussed in the next question), and the requirement that cities hold automatic elections to approve tax rates exceeding the voter-approval tax rate. How does S.B. 2 modify the calculation of a city's rollback tax rate? Under pre-S.B. 2 law, a city's rollback rate was the rate necessary to raise precisely eight percent more maintenance and operations tax revenue as the year before after taking into account appraisal fluctuations. The debt service component of the tax rate is then added to the product of the effective maintenance and operations rate and 1.08. In addition to changing the terminology from "rollback rate" "to "voter-approval rate," S.B. 2 lowers the multiplier used in the rate calculation from 8 percent to 3.5 percent for cities.

To illustrate, the old calculation of a city's rollback rate was as follows: Rollback Rate = (Effective Maintenance and Operations Rate x 1.08) + current debt service tax rate Under S.B. 2, that calculation now looks like this: Voter-Approval Rate = (No-New-Revenue Maintenance and Operations Rate x 1.035) + current debt service tax rate

SB 2, requires that the City Council designated an officer or employee to calculate the no-new-revenue tax rate and the voter-approval tax rate. Recommendation from staff is for the Council to appoint the Tax Assessor to calculate the rate.

A Resolution is being prepared by the City Attorney that will identify the specific requirements that need to be addressed in the Resolution for consideration from the Council.

RESERVED FOR RESOLUTION

PENDING LEGAL REVIEW

City of Coleman
City Council
Agenda Memo

City Council Meeting Date: **May 21, 2020**
Department: **Administration**
Presented by: **James King, ACM**
Prepared by:
SUBJECT: **Agenda Item No. 8**

AGENDA ITEM:
Discuss, consider, and act upon a zoning change from Manufacturing/Industrial District – Heavy (M-2) to Single Family Residential District – Estate (SF-E) for the property located at 154 Airport Road as approved by the Planning and Zoning Commission on May 12, 2020.

RECOMMENDED MOTION:

"I move to approve the change to the Zoning Map for 154 Airport Road from Manufacturing/Industrial District – Heavy to Single Family Residential District – Estate."

NARRATIVE:

The Planning and Zoning Commission met on Tuesday, May 12, 2020 to consider a request for Re-Zoning the property at 154 Airport Road from Manufacturing/Industrial to Residential – Estate. This property borders the city limits on the North-East corner of the City and is near the Wind Clean Energy facility. The property has never been developed and has been utilized as farmland.

The Single Family Residential – Estate district is designed to accommodate single-family residential development on large lots and is appropriately located in proximity to agricultural and standard single-family residential uses. Lots in this type of district usually exceed one acre in size and may accommodate small farms.

The property in question is on the border of the City Limits and is located next to areas with both agricultural and residential uses. The owners wish to purchase a new Manufactured Home for the property, which is allowed in Residential zoning districts, but not in Agricultural zoning districts. Their children also raise sheep for 4-H projects. This zoning change would allow them to proceed with their new home purchase and move from their current home in town to a more rural setting, while staying within the City Limits.

The Planning and Zoning Commission approved the zoning request last week. Our ordinances require that any change to the zoning map that is approved by the Planning and Zoning Commission come before the Council for final consideration before the change is made.

ATTACHMENTS:

City of Coleman
City Council
Agenda Memo

City Council Meeting Date: **May 21, 2020**
Department: **Administration**
Presented by: **Diana Lopez, City Manager**
Prepared by: **Diana Lopez, City Manager**
SUBJECT: Agenda Item No. 9

AGENDA ITEM:
Discuss, consider, and act upon the selection of an appraiser to appraise the fair market value of South Frio Street (between West College Avenue and West Elm Street) from petition received for the closing, vacating, and/or abandoning of South Frio Street from Coleman County Medical Center.

RECOMMENDED MOTION:
Motion to approve the firm of _____ to conduct the appraisal and determine the Fair Market Value of South Frio Street.

NARRATIVE:

A petition has been received from Coleman County Medical Center for the closing, vacating, and/or abandoning of South Frio Street. The closure of this street is for CCMC to expand its facility. The project is a 34,000 square foot addition to Coleman Count Medical Center that is being primarily funded through a USDA Community Facilities Guaranteed Loan Program, with 10 percent of the project funded through a loan with Coleman County State Bank. The loan is being secured by the Coleman County Medical Center District, a public taxing entity.

In February of 2020, the Council adopted Resolution No 20-06 that establishes the city policy for the closure of a street or alley.

Resolution Establishing a City Policy for the Closure of Streets and Alleys:

The resolution established the policy for City staff to follow when a citizen requests to close a City street or alley. Key aspects of the resolution that pertain to this agenda item are as follows:

- the petitioner must pay the costs incurred by the City to close the street or alley.
- if the street or alley is opened, developed and/or used by the City, or is owned in fee by the City, in addition to the petitioner paying for the costs incurred by the City to close the street or alley, the petitioner must pay the City the fair market value of the street or alley as established by an appraisal of the property. The City will choose the appraiser to appraise the street or alley, and the petitioner will pay those costs.

As part of those procedures, the Council will select an appraiser to appraise the fair market value of the proposed are to be closed. It has been difficult to find an appraiser that would have the ability to complete this process. In discussions with CCMC the firm of JLL Valuation and Advisory Service out of Richardson, Texas is being presented to the Council for consideration

ATTACHMENTS:

Resolution 20-06: Resolution of the City Council of the City of Coleman, Texas, establishing a city policy for the closure of streets and alleys.

RESOLUTION NO. 20-06

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLEMAN, TEXAS, ESTABLISHING A CITY POLICY FOR THE CLOSURE OF STREETS AND ALLEYS

WHEREAS, from time to time property owners desire streets and/or alleys to be closed, vacated and abandoned for public use; and

WHEREAS, the Council believes it to be in the best public interest and desires to establish a written policy regarding procedures for the closing, vacating and abandoning of streets and alleys:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLEMAN, TEXAS, that the same be herein established and shall henceforth be as set out below.

POLICY FOR STREET AND ALLEY CLOSINGS

A. **Purpose:** A street or alley remains a street or alley until it is closed, vacated and abandoned by the City. For purposes of this resolution, "opened, developed and/or used by the City" shall mean any street or alley that (a) is improved (by the use of pavement, base or other material) for use as a public right of way; or (b) is used by the City for ingress/egress; or (c) has public utilities located therein; or (d) may be used by the City in the future to serve new development. This resolution establishes policies governing three types of streets/alleys: 1) dedicated streets/alleys that have the status of being considered "opened, developed and/or used by the City"; 2) dedicated streets/alleys that have the status of not being considered "opened, developed and/or used by the City; and 3) streets/alleys purchased by the City and owned by the City in fee. The key difference in closing streets/alleys that have the status of opened, developed and/or used by the City or owned in fee by the City is the payment of fair market value for the closed streets/alleys. If the street/alley has the status of opened, developed and/or used by the City, as defined herein, or owned in fee by the City, then the petitioner must pay the City for an appraisal of the alley/street and pay the City the fair market value for the street/alley as established by the appraisal. If the street/alley has never been opened, developed and/or used by the City as defined herein, then the petitioner will not have to pay the City for an appraisal of the street/alley and pay the City for the fair market value of the street/alley, but will be required to pay the City for its costs incurred in closing the street/alley.

B. Procedure: Upon written petition for abandonment and closing of any street and/or alley, the City Council will hold a public hearing. Preparation of the petition for closing of the street and/or alley shall be at the expense of the petitioner(s), and is not to be at the expense of the City. Petitioner(s) shall in their petition indicate the written consent to the closing by all property owners who adjoin the street and/or alley proposed to be closed and by all public utilities with utilities in the street and/or alley proposed to be closed. The City will request a non-refundable deposit to be paid for all estimated costs and expenses of closing the street and/or alley before conducting the public hearing, including, without limitation, the legal fees of the City, newspaper publication fees, recording fees, the estimated costs of an appraisal (if opened, developed and/or used by the City or owned in fee by the City) and/or the costs of a surveyor. The City is under no obligation to approve the closure and the City Council may or may not approve of the closure, despite the payment of the non-refundable deposit paid by the petitioner. The City shall have the right to reserve easements necessary for existing utilities within said street and/or alley, or require relocation thereof, and/or easements necessary for possible future utilities. The City shall also have the right to prohibit any structures or improvements from being built on the easements and to require that, in the event it is necessary for the City to place underground utilities in the easements and/or the installation

of an underground bore to run adjacent to and/or beneath the easements due to existing structures or encroachments in the alley(s)/street(s), the petitioner(s) be responsible for the expense of installation of the underground bore and utilities. Should the closing require relocation of utilities within said street and/or alley, such relocation shall be at petitioner(s) expense.

Notice of public hearings shall be advertised in the local newspaper. Expenses related to the publication of the public hearing notice shall also be at petitioner(s)' expense. After the public hearing, if it is determined that it would be in the best public interest to close said street or alley, Council will consider an Ordinance granting the closure.

1. **For streets and alleys dedicated for public use pursuant to a plat duly approved by the City or obtained by the City as an easement and opened, developed and/or used by the City, the following procedures shall apply:**

a) the Council will select an appraiser to appraise the fair market value of said area to be closed. Cost of the appraisal shall be paid by applicant. The City Council shall have the right to refuse the amount set out in the appraisal if, in their opinion, it is not in the City's best interests and, at that time, determine the charge for the section of street and/or alley to be closed. The Council's refusal to accept the appraisal price shall not relieve petitioner(s) responsibility for payment of appraisal charge by appraiser;

b) at the petitioner's sole cost and expense, the petitioner shall provide a survey of the street and/or alley to be closed, including a map or plat of the proposed street and/or alley and a metes and bounds description of the street and/or alley. If there are multiple adjoining property owners to the proposed street and/or alley, the metes and bounds descriptions shall reflect the respective property interests of each adjoining property owner.

c) should there be several property owners adjoining the street and/or alley to be closed, the closed street and/or alley shall be deeded to the property owners on either side, the center line of the street and/or alley being the division line between the respective interest to be deeded out. In addition, all expenses related to the closing, as listed herein, shall be divided on a pro-rata basis among affected property owners, unless the affected property owners indicate an agreement to the contrary; and

d) after all expenses related to the closing of the street and/or alley are paid, the City shall provide a quitclaim deed or a deed without warranty to the section of the street and/or alley closed. However, the expense of recording said deed shall solely be that of the petitioner(s).

2. **If the street and/or alley dedicated for public use pursuant to a plat duly approved by the City or obtained by the City as an easement is not opened, developed and/or used by the City, the following procedures shall apply:**

a) the City shall waive the requirement of an appraisal and shall only charge the petitioner for actual costs to close and abandon the street and/or alley, including, without limitation, all charges for legal fees, newspaper publication fees, recording fees and all other costs incurred by the City to close the street and/or alley;

b) at the petitioner's sole cost and expense, the petitioner shall provide a survey of the street and/or alley to be closed, including a map or plat of the proposed street and/or alley and a metes and bounds description of the street and/or alley. If there are multiple adjoining property owners to the proposed street and/or alley, the metes and bounds descriptions shall reflect the respective property interests of each adjoining property owner.

c) should there be several property owners adjoining the street and/or alley to be closed, the closed street and/or alley shall be deeded to the property owners on either side, the center line of the street and/or alley being the division line between the respective interest to be deeded out. In addition, all expenses related to the closing, as listed herein, shall be divided on a pro-rata basis among affected property owners, unless the affected property owners indicate an agreement to the contrary; and

d) after all expenses related to the closing of the street and/or alley are paid, the City shall provide a quitclaim deed or a deed without warranty to the section of the street and/or alley closed. However, the expense of recording said deed shall solely be that of the petitioner(s).

3. **If the street and/or alley proposed to be closed is owned by the City in fee, the following procedures shall apply:**

a) the Council will select an appraiser to appraise the fair market value of said area to be closed. Cost of the appraisal shall be paid by applicant. The City Council shall have the right to refuse the amount set out in the appraisal if, in their opinion, it is not in the City's best interests and, at that time, determine the charge for the section of street and/or alley to be closed. The Council's refusal to accept the appraisal price shall not relieve petitioner(s) responsibility for payment of appraisal charge by appraiser;

b) at the petitioner's sole cost and expense, the petitioner shall provide a survey of the street and/or alley to be closed, including a map or plat of the proposed street and/or alley and a metes and bounds description of the street and/or alley. If there are multiple adjoining property owners to the proposed street and/or alley, the metes and bounds descriptions shall reflect the respective property interests of each adjoining property owner.

c) should there be several property owners adjoining the street and/or alley to be closed, the closed street and/or alley shall be deeded to the property owners on either side, the center line of the street and/or alley being the division line between the respective interest to be deeded out. In addition, all expenses related to the closing, as listed herein, shall be divided on a pro-rata basis among affected property owners, unless the affected property owners indicate an agreement to the contrary; and

d) after all expenses related to the closing of the street and/or alley are paid, the City shall provide a quitclaim deed or a deed without warranty to the section of the street and/or alley closed. However, the expense of recording said deed shall solely be that of the petitioner(s).

PASSED AND APPROVED on this 6th day of February, 2020

Tommy Sloan
TOMMY SLOAN, Mayor

ATTEST:

Karen Langley
KAREN LANGLEY, City Secretary

THE CITY OF COLEMAN ★ COLEMAN, TEXAS ★

PETITION FOR ALLEY/STREET CLOSURE
LOCATED IN THE CITY OF COLEMAN, TEXAS

Date:_____

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLEMAN, TEXAS:

The undersigned hereby petition for the closing, vacating and abandoning of the alley(s)/street(s) described as follows: _____

_____

We, the petitioner(s) agree to hold the City of Coleman harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of this request for closure, vacation and abandonment.

We understand that we must provide the City an accurate survey/plat and a legal description of the alley(s)/street(s) sought to be closed, performed by a licensed Texas surveyor, at our sole cost and expense, that shows a) the surrounding area to the nearest street in all directions; b) all of the abutting lots to the alley(s)street(s) requested to be closed; c) the blocks in the addition in which the above-described portion of the alley(s)/street(s) are situated; d) the record owners of each lots abutting the alleys requested to be close; and e) all public utilities located in the alley(s)/street(s) requested to be closed. Further, we understand that if there are more than one abutting property owner of the alley(s)/street(s) proposed to be closed, that we will have to provide legal descriptions to the alleys/streets applicable for each abutting property owner as their interests may appear.

We also understand that we must provide the City with written consent from all public utilities located in the alley(s)/street(s) proposed to be closed. We understand and agree that the City may reserve easements in the alley(s)/street(s) proposed to be closed, and the easements may prohibit any structures or improvements from being built on the easements. We further understand and agree that in the event it is necessary for the City to place underground utilities in the easements and the installation of an underground bore to run adjacent to and/or beneath the easement due to existing structures or encroachments in the alley(s)/street(s), we shall be responsible for the expense of installation of the underground bore and utilities.

By our signature(s) on this petition, we agree to pay the City all costs it will incur to close the alley(s)/street(s), including, without limitation, its legal fees, newspaper publication fees, recording fees, survey costs and appraisal costs (if the status of a street/alley is considered opened, developed and/or used or owned in fee by the City), and all other costs incurred by the City to close the alleys/streets. If the status of a street/alley is considered opened, developed and/or used or the street/alley is owned in fee by the City, we understand that we will have to pay the City for the fair market value of the street/alley to be closed, such fair market value to be established by an appraiser selected by the City. We understand and agree that we will have to pay for the costs of that appraisal. "Opened, developed and/or used" shall mean any street or alley that: (a) is improved (by the use of pavement, base or other material) for use as a public right of way; or (b) is used by the City for ingress/egress; or (c) has public utilities located therein; or (d) may be used by the City in the future to serve new development. We also understand that the City will not consider closure

of the street/alley unless all these funds are received by the City. We also understand that these fees and costs are not refundable and that the City Council may or may not approve of the closure, despite the costs that we incur.

By my signature, I am affirming that I own the property that abuts the alley(s)/street(s) that I am requesting be closed or abandoned.

ADDRESS	NAME(Print)	SIGNATURE	PHONE	DATE

Who is the contact person for this request?

Name: _____

Address: _____

Phone: _____

THE STATE OF TEXAS

COUNTY OF COLEMAN

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be a credible person and one of the signers of the foregoing petition, and who, after being by me duly sworn, did upon (his)(her) oath state that the information contained in such petition is true and correct to the best of (his)(her) knowledge and belief.

_____

Notary Public, State of Texas

City of Coleman
City Council
Agenda Memo

City Council Meeting Date:	**May 21, 2020**
Department:	**Administration**
Presented by:	**Diana Lopez, City Manager; Liz Campbell, Utility Office Manager; Mike Grey, Streets Superintendent**
Prepared by:	**Diana Lopez, City Manager**

SUBJECT: Agenda Item No. 10

AGENDA ITEM:
Discuss, consider and act upon an Ordinance of the City of Coleman prohibiting the use of commercial dumpsters by single-family residential customers.

RECOMMENDED MOTION:
Motion to approve an Ordinance of the City of Coleman prohibiting the use of commercial dumpsters by single family residential customers.

NARRATIVE:
For the last several months, City Staff has been identifying practices or processes of the City that need to be addressed, and with that ensuring that practices and processes be in written form, and if need be, in alliance with an Ordinance of the City. The last changes to the City of Coleman Garbage and Solid Waste Ordinance were adopted by the Council on 09-06-2007; the changes to the Ordinance at that time amended Ordinance 703, adopted in 1970. It has been 12 years since the Ordinance was reviewed and recommendations for changes be brought to the Council for consideration. The purpose of the Ordinance is to establish the solid waste division to protect the public health, safety, and welfare of the residents of the city by prescribing minimum standards for the generation, storage, collection, transportation and disposal of solid waste and related matter, by providing operational procedures, establishing rate schedules and enforcement procedures for the regulation of solid waste collection and disposal operation within the city.

The major changes to this ordinance include:

- Amending the Ordinance to be in line with the current agreement for the collection, hauling, and disposal of municipal solid waste we have in effect with our current provider, Waste Connections of Texas. The initial agreement with Waste Connections was effective 10-01-2017; shortly after the last changes to the Garbage and Solid Waste Ordinance.

- Prohibiting the use of Commercial Dumpsters by Single Family Residential Customers

The majority of discussions will center around the proposed change of prohibiting commercial dumpsters by Single Family Residential Customers. The definition of commercial use as defined in the Ordinance in effect now is: *Commercial Unit: All premises, locations, and entities, public or private, requiring refuse collection within the corporate city limits of the city that is not a residential unit.*

The definition of residential unit is: *A dwelling within the corporate limits of the city occupied by an individual or group of persons comprising no more than four families. A residential unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether*

of single or multilevel construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as residential unit, except that each single-family dwelling within any such residential unit shall be billed separately as a residential unit.

CITY OF COLEMAN GARBAGE RATES

APPROVED OCTOBER 2017

RESIDENTIAL SERVICES

Residential (weekly)	One poly cart	$21.53
	Two poly carts	$29.59
	Three poly carts	$39.77
	Four poly carts	$52.07

COMMERCIAL SERVICE

Commercial (weekly)	One poly cart	$25.87
	Two poly carts	$33.93
	Three poly carts	$44.11
	Four poly carts	$57.00

STANDARD DUMPSTER RATES

Dumpster	1TAW	2TAW	3TAW	EXTRA PU
2 Cubic yard	$57.52	$99.22	$141.06	$47.59
3 Cubic yard	$72.18	$139.49	$178.41	$47.76
4 Cubic yard	$94.29	$179.88	$261.85	$62.95
6 Cubic yard	$134.70	$261.85	$388.39	$65.79
8 Cubic yard	$166.49	$355.33	$507.94	$83.49

ROLL OFF SERVICE - WASTE CONNECTIONS 1-800-350-3024

The intended purpose of a dumpsters is for Commercial Use, not necessarily for residential use. Residential Customers are provided a poly cart with the capacity of 95 Gallons. Residential Customers also have the option of requesting additional poly carts and paying the established fee, outlined above. The maximum number of poly carts a residential customer can have is four (4). 4 poly carts equal 380 gallons or 1.89 cubic yards.

Approximately 53 Residential Customers of the City of Coleman are currently utilizing 2 cubic yard dumpsters for the collection of their household garbage. The cost of a 2 cubic yard dumpster with once a week pickup is $57.25. In comparison, 4 poly carts, which holds very close to the same number of cubic yards is $57.00.

The dumpsters are placed in various locations throughout the city. The placement of the dumpsters is causing costly repairs to our streets, sidewalks, and also safety issues when it comes to traffic down areas where the dumpsters are located in the street. The safety issues are with residential traffic, and with public safety traffic in emergency situations.

Dumpsters are placed on various surfaces right now from City streets, City Sidewalks, and on private property. Over time, with weekly pick up of the dumpsters, the forks used on the equipment to lift the dumpster for disposal will dig into the surrounding surfaces. Waste Connections is not responsible for the damage

created, and when these dumpsters are placed on city streets or sidewalks, the repair becomes the responsibility of the City of Coleman. During the paving season, the City of Coleman has to make repairs to the streets where these dumpsters were located. Approximately 20 -30 locations are being repaired a year, at an approximate cost for materials only estimated to be between $1,200 - $1,500 per location. In some areas of placement, staff is having to repair the damage more than one time per year.

The plan for phasing out of the dumpsters being utilized by residential customers would transpire in the following matter:

- Notification to Residents by letter and door cards that dumpsters are being phased out, and the options available to the resident.

- 30 – 45 days later depending on billing cycles – begin process of removing dumpsters and replacing with the number of poly carts as requested by the Customer.

Staff would work with Waste Connections to ensure the transition is smooth. Possible options for replacement could be for the city to set aside a week of time, and create a staging area where waste connections would remove the dumpster and relocate the dumpsters to the staging area so as they get time, they can remove them to their location.

A slide presentation and additional pictures will be presented at the Council meeting.

City Attorney is working on changes to the Ordinance

STOP
Progressive
Waste Solutions
800-250-3142

STOP

STOP

STOP

Progressive

CITY OF COLEMAN

GARBAGE AND SOLID WASTE ORDINANCE 1084
Amending ordinance 703 adopted 8-10-70

Purpose:

The purpose of this ordinance is to protect the public health, safety, and welfare of the residents of city by prescribing minimum standards for the generation, storage, collection, transportation and disposal of solid waste and related matter, by providing operational procedures, establishing rate schedules and enforcement procedures for the regulation of solid waste collection and disposal operation within the City of Coleman (City).

Responsibility for Compliance:

A. The owner, agent and occupant of any residence, business establishment, industry, institution, or other premises shall be jointly and severally responsible for the sanitary condition of, and for proper storage, containment and provision for collection of solid waste generated on or by, or accumulating on or at such residence, business establishment, industry, institution or other premises, in accordance with the provisions of this ordinance.

B. The owner, agent and occupant of any residence, business establishment, industry, institution or other premises shall be jointly responsible for the storage of solid waste in a manner that prevents the scattering of waste over the streets, alleys and other premises of the city by wind or animals.

C. It is unlawful for any person to hinder, threaten, impede obstruct any waste collection crew or its equipment in the performance of its duties.

Rates:

Residential, Commercial and Industrial rates are set by City Council Ordinance and may be found in the Schedule of Rates and Charges for the Garbage Department which is kept on file in the City Secretary's office.

Collection Restrictions:

No person other than the City, the owner or occupant of a premises, or a contractor who is approved by City, shall provide refuse collection, removal and/or disposal services within the corporate limits of City.

DEFINITIONS:

Bags- Plastic sacks designed to store solid waste with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five pounds (35).

Bin – Metal receptacle designed to be lifted and emptied mechanically for use at Residential, Commercial and Industrial Units.

Bundle – Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length or 50 lbs. in weight.

City – City of Coleman, Texas

Commercial and Industrial Unit – All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City not a residential unit.

Container – A receptacle with a capacity of between 2- 6 cubic yards constructed of metal and adequate to allow access and removal by an automated refuse truck.

Contractor – The person, corporation or partnership performing solid waste collection and disposal under contract with the City.

Construction Debris – Waste building material resulting from construction, remodeling, repair or demolition operation.

Dead Animals – Animal or portions thereof equal to or greater than 10 lbs. in weight that have expired from any cause, except those slaughtered or killed for human use.

Disposal Site – A Refuse depository, physically located in the City of Abilene, Texas or in close proximity thereto, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal or Refuse and Dead Animals.

Garbage – Any and all dead animals of less than 10 lbs. in weight, except slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used in cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of the Bulky Waste, Rubbish or Stable Matter.

Hazardous Waste – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State Agency by or pursuant to Federal or State law, or waste in any amount, which is regulated under Federal or State Law. Motor oil, gasoline, paint and paint cans are considered to be items of hazaradous waste.

Occupant – A renter, owner, lessee, individual, dweller, resident, tenant, user, and/or business that occupies any premises within the City or that has care, custody or control of the premises.

Poly Cart – A poly cart with a capacity of ninety-five (95) gallons constructed of durable plastic and having a tight fitting lid capable of preventing entrance into the container by vectors.

Producer – An occupant of a Commercial and Industrial Unit who generates refuse.

Refuse – Residential Refuse, Commercial and Industrial Refuse, Bulky Waste, Construction Debris and Stable Matter generated at a residential unit, unless the context otherwise requires, and commercial and industrial refuse.

Residential Refuse – All Garbage and Rubbish generated by a Producer at a Residential Unit.

Residential Unit – A dwelling within the corporate limits of the City of Coleman occupied by an individual or group of persons comprising no more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Rubbish – All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter,

paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

Roll-off Container Services – The term "roll-off" container service shall mean, upon customer request ,that the CONTRACTOR shall place a metal container receptacle for use with either carry out garbage and refuse or bulky waste as defined below.

Bulky Waste: Stoves, refrigerators (CFC's must be removed and tagged), water tanks, washing machines, furniture and other waste materials other than construction debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for bins and containers.

STORAGE OF REFUSE:

A. No person shall place refuse in any street, vacant lot, gutter, roadway, park, or other public place within the city, or upon private property within the city, whether owned by such person or not, except if placed in containers authorized for collection. Nor shall a person throw or deposit refuse in a stream or body of water.
B. Any unauthorized accumulation of refuse on a premise is hereby declared to be a nuisance and is prohibited. Failure to remove existing accumulation of refuse within 30 days of the effective date hereof shall be deemed to a violation of this ordinance and may be subject to enforcement action under Article 8.06; Nuisances, of the Code of Ordinance.
C. The Contractor shall provide one 95 gallon poly cart to all residential and selected commercial customers to be serviced by the automated collection system. Additional carts may be obtained by contacting the city and paying an established fee. The occupant of a residential or business establishment is responsible for keeping the container clean and in a sanitary condition. The occupant of the property is responsible for the cost of replacing the container if replacement is due to misuse by the occupant.
D. The contractor shall provide appropriate containers for commercial, business, industrial and institutional customers as requested. Such containers will be maintained in good working order by the contractor, or replaced when determined to no longer be in serviceable condition.
E. Vandalism of containers shall be reported to the Public Works Director and/or the City Police Department.
F. No person shall deposit waste in a container assigned to another person or set out waste for collection at another person's service location.
G. Scavenging of solid waste set out for collection is prohibited.

AUTOMATED COLLECTION SERVICE:

A. The city or approved contractor shall direct the collection of refuse from all residences and commercial establishments. Schedules, routes and operational criteria for the collection by automated service will be established and published for public information. A minimum of one poly cart will be required per residence. Collection will be at least once per week.
B. Special accommodations shall be made for residents unable to handle the poly cart. A notarized Affidavit/Waiver Form must be submitted with the signature of a U. S. licensed physician. Allow 10 days for the application to be processed.

C. Residential customers shall place poly carts at curbside by 6:00 a.m. on the designated collection day, but no earlier than 6:00 p.m. the previous day. Carts shall be removed from curbside by 7:00 p.m. on collection day.
D. Carts should be placed with the handle away from the curb. All garbage must be bagged and placed inside the poly cart. Carts should not be placed within 4 feet of a mail box, utility meter or other obstruction. Carts should be placed more than 12 feet from a parked car. No poly cart shall be stored or placed for collection within a public walkway, roadway or alley.
E. Commercial customers receiving automated curb side service will be provided one (1) 95 gallon poly cart. Additional carts may be obtained by contacting the City and paying an established fee.
F. Each container shall be assigned to the property and not to the occupant of the property. No person who occupies the property may remove the container from the assigned property.

ROUTE OF COLLECTION:

Residential and commercial collection rates shall be established by the contractor, with the approval of the city. The contractor may from time to time petition the city to change service routes or days of collection. Upon the approval of the city for proposed changes, the city shall promptly give written or published notice to the affected residential and commercial customers.

MANDATORY SERVICE:

Except as otherwise provided by state law and this chapter, every person with a utility account with the City of Coleman shall subscribe to the waste collection services provided by the city for such property.

ALLEY MAINTENANCE:

Citizens who have alleys behind their homes are responsible for maintaining those areas free of debris and overgrowth.

CHARGES FOR COLLECTION:

A. The City Council will establish a schedule of rates to be charged for waste services within the City of Coleman by ordinance. Rates will be reflected for each customers on their monthly utility bill.
B. Penalties may be assessed for nonpayment of fees according to established administrative policies.

BURNING OF WASTE MATERIALS:

A. Except as permitted under Article 5.06 of the Code of Ordinance, City of Coleman, burning of waste materials of any kind or the burning of waste in a poly cart, metal dumpster, roll-off or similar container is prohibited.
B. Section A, shall not apply to the following:
    1. Barbecues or similar cooking devices while being used for the cooking of food for human consumption only.
    2. Comfort heating by use of a fireplace or wood burning stove that is not being used primarily for the burning of waste materials.
    3. Controlled fires for the purpose of training firefighters.
    4. Personal use of cigarettes, cigars or pipes.
    5. Fire-fed lighting and heating devices such as candles, water heaters and lanterns.
    6. Pathological-type incinerators or furnaces used by hospitals, veterinary hospitals, crematoriums or similar establishments for the incineration of body parts, bandages or related refuse.

NON PAYMENT OF SERVICE CHARGES:

PENALTY:

Any person violating any of the provisions of this ordinance for which a penalty shall be imposed shall be deemed guilty of a misdemeanor and upon conviction thereof in the Municipal Court of the City of Coleman, shall be fined in accordance with the general penalty provision set forth in section 1.01.009 of this code. Each day such violation continues shall constitute a separate offense.

This ordinance shall be effective on the 6th day of October, 2007.

PASSED AND APPROVED ON FIRST READING THIS 6th OF Sept. 2007.

PASSED AND APPROVED ON SECOND AND FINAL READING THIS 20th DAY OF September 2007.

Nick Poldrack
Mayor Nick Poldrack

Sue Burleson
SUE BURLESON
CITY SECRETARY

THE CITY OF COLEMAN
COLEMAN, TEXAS

EXCLUSIVE AGREEMENT
FOR THE COLLECTION, HAULING AND DISPOSAL OF
MUNICIPAL SOLID WASTE AND CONSTRUCTION AND DEMOLITION WASTE IN THE CITY OF COLEMAN, TEXAS

STATE OF TEXAS

COUNTY OF COLEMAN

THIS EXCLUSIVE AGREEMENT (this "Agreement") is made and entered into as of October 1, 2017, by and between Progressive Waste Solutions of Texas, Inc. d/b/a WC of Texas, a Texas Corporation (the "Service Provider"), and the City of Coleman, Texas (the "City").

WHEREAS, the City, subject to the terms and conditions set forth herein and the ordinances and regulations of the City, desires to enter into an exclusive contract with the Service Provider to collect, haul and dispose of Municipal Solid Waste and Construction and Demolition Waste (as such terms are defined herein) within the City's corporate limits.

NOW, THEREFORE, in consideration of the premises and the mutual promises, covenants and agreements set forth herein, the Service Provider and the City hereby agree as follows:

SECTION 1. DEFINED TERMS.

The following terms, as used herein, will be defined as follows:

Bag - Plastic sacks, secured at the top, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed 35 lbs.

Bulky Item - Any large items, including, but not limited to, refrigerators, stoves, washing machines, water tanks, chairs, couches and other similar household items.

Bundles - Items not measuring in excess of either forty-eight (48) inches in length or fifty (50) pounds in weight and which are securely fastened together, including, but not limited to, brush, newspapers and tree trimmings.

Business Day - Any day that is not a Saturday, a Sunday or other day on which banks are required or authorized by law to be closed in the City.

Commercial Hand Collect Unit -A small Commercial Unit that utilizes the Service Provider's Roll-Out Services for the collection of Municipal Solid Waste. A Commercial Hand Collect Unit shall be limited to a maximum of four (4) Roll-Outs.

Commercial Unit - Any non-manufacturing commercial facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its business, including, but not limited to, restaurants, stores and warehouses.

Construction and Demolition Waste - Solid Waste resulting from construction or demolition activities or that is directly or indirectly the by-product of such activities, including, but not limited to, cartons, concrete, excelsior, gypsum board, metal, paper, plastic, rubber and wood products. Construction and Demolition Waste does not include Hazardous Waste, Municipal Solid Waste or Bulky Items.

Container - Any receptacle, including, but not limited to, dumpsters, Roll-Offs and Roll-Outs, provided to the City by the Service Provider and utilized by a Commercial, Industrial or Residential Unit for collecting Municipal Solid Waste or Construction and Demolition Waste. Containers are designed to hold between thirty (30) gallons and forty (40) cubic yards of Solid Waste.

Contract Year - A one year period beginning on October 1 and ending on September 30.

Dumpster - A Container with two (2) cubic yards to eight (8) cubic yards of capacity.

Hazardous Waste- Waste identified or listed as a hazardous waste by the administrator of the United States Environmental Protection Agency (EPA) under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, as amended, or so classified by any federal or State of Texas statute, rule, order or regulation.

Handicapped Residential Unit - Any residential dwelling that is inhabited by persons, all of whom are physically handicapped to the extent that they are unable to place Municipal Solid Waste at the curbside, and that generates and accumulates Municipal Solid Waste. The identities of the members of a Handicapped Residential Unit shall be certified by the City Manager and agreed to by the Service Provider.

Holidays - The following days:

(1) New Year's Day (January 1st)
(2) Memorial Day
(3) Independence Day (July 4th)
(4) Labor Day
(5) Thanksgiving Day
(6) Christmas Day (December 25th).

Industrial Unit - Any manufacturing, mining or agricultural facility that generates and accumulates Municipal Solid Waste or Construction and Demolition Waste during, or as a result of, its operations.

Landfill - Any facility or area of land receiving Municipal Solid Waste or Construction and Demolition Waste and operating under the regulation and authority of the Texas Commission on Environmental Quality ("TCEQ") within the State of Texas, or the appropriate governing agency for landfills located outside the State of Texas.

Multi-Family Residential Unit- Any residential dwelling that is designed for, and inhabited by, multiple family units and that generates and accumulates Municipal Solid Waste.

Municipal Solid Waste - Solid Waste resulting from or incidental to municipal, community, commercial, institutional or recreational activities, or manufacturing, mining, or agricultural operations. Municipal

Solid Waste does not include Construction and Demolition Waste or Hazardous Waste.

Residential Unit- Any residential dwelling that is either a Single-Family Residential Unit or a Multi-Family Residential Unit.

Roll-Off - A Container with twenty (20) cubic yards to forty (40) cubic yards of capacity.

Roll-Out -A Container with ninety-five (95) gallons of capacity.

Single-Family Residential Unit - Any residential dwelling that is designed for, and inhabited by, a single person or family unit and that generates and accumulates Municipal Solid Waste.

Solid Waste - As defined by the EPA under 40 C.F.R. § 261.2(a)(l), or by the State of Texas under the Solid Waste Disposal Act § 361.003(34) whether such waste is mixed with or constitutes recyclable materials.

White Good -Any item that is manufactured primarily from metal, including, but not limited to, a bath tub, heater, hot water heater, refrigerator, sink or washer and dryer.

SECTION 2. EXCLUSIVE AGREEMENT.

The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, the exclusive right and privilege to collect, haul and dispose of Municipal Solid Waste and Construction and Demolition Waste over, upon, along and across the City's present and future streets, alleys, bridges and public properties, such that the Service Provider is the sole and only provider of the Services (as defined herein) in the City. The City shall make reasonable efforts to maintain the exclusive contract in favor of the Service Provider contained herein, but the City does not have the obligation to institute legal proceedings. The City hereby grants subrogation rights to the Service Provider who may take any and all appropriate legal action against any company, customer or third party infringing upon the exclusive rights of the Service Provider and the Service Provider shall be entitled to any and all actual and consequential damages.

SECTION 3. OPERATIONS.

A. Scope of Operations. It is expressly understood and agreed that the Service Provider will collect, haul and dispose of all Municipal Solid Waste and Construction and Demolition Waste (as provided herein) (i) generated and accumulated by Commercial, Industrial and Residential Units, and (ii) placed within Containers by those Commercial, Industrial and Residential Units receiving the services of the Service Provider (or otherwise generated and accumulated in the manner herein provided by those Commercial Units, Industrial Units and Residential Units), all within the City's corporate limits, including any territories annexed by the City during the term of this Agreement (the "Services").

B. Nature of Operations. The City hereby grants to the Service Provider, in accordance with the City's ordinances and regulations governing the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, the title to all Municipal Solid Waste and Construction and Demolition Waste collected, hauled and disposed of by the Service Provider over, upon, along and across the City's present and future streets, alleys, bridges and public properties. All title to and liability for materials excluded from this Agreement shall remain with the generator of such materials.

SECTION 4. SINGLE-FAMILY RESIDENTIAL AND COMMERCIAL HAND COLLECT UNIT COLLECTIONS.

A. Single-Family Residential Units. Using a five (5) day collection schedule, the Service Provider will collect Municipal Solid Waste from Single-Family Residential Units once per week; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs and up to five (5) additional Bags placed beside the Roll- Out(s), and (ii) such Roll-Outs and Bags are placed within five (5) feet of the curbside or right of way adjacent to the Single-Family Residential Unit no later than 6:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Roll-Outs or Bags. Municipal Solid Waste in excess of the Roll-Outs or the five (5) Bags' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Service Provider. However, such excess or misplaced Municipal Solid Waste may be collected on occasion and within reason due to Holidays or other extraordinary circumstances as determined by the Service Provider in its sole discretion. If the excess or misplaced Municipal Solid Waste continues, the City shall require the Single-Family Residential Unit to utilize an additional Roll-Out so that the excess or misplaced Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.A. hereto.

B. Handicapped Residential Units. Notwithstanding anything to the contrary contained herein, the Service Provider agrees to assist Handicapped Residential Units with house-side collection of their Roll-Outs; provided, that the Service Provider receives prior written notice from the Handicapped Residential Unit of such special need. The City shall be solely responsible for all other modifications and accommodations required by the Americans with Disabilities Act or any other applicable law or regulation in connection with the services provided hereunder to Single-Family Residential Units.

C. Commercial Hand Collect Units. Using a five (5) day collection schedule, the Service Provider will collect Municipal Solid Waste from Commercial Hand Collect Units once per week; provided, that (i) such Municipal Solid Waste is placed in Roll-Outs provided by the Service Provider, and (ii) such Roll-Outs are placed within five (5) feet of the curbside or right of way adjacent to the Commercial Hand Collect Unit no later than 6:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Roll-Outs provided by the Service Provider. Municipal Solid Waste in excess of the Roll- Outs' limits, or placed outside or adjacent to the Roll-Outs, will not be collected by the Service Provider. If the excess or misplaced Municipal Solid Waste continues, the City shall require the Commercial Hand Collect Unit to utilize an additional Roll-Out so that the excess or misplaced Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.B. hereto.

SECTION 5. COMMERCIAL, INDUSTRIAL AND MULTI-FAMILY RESIDENTIAL UNIT COLLECTIONS.

A. Commercial. Industrial and Multi-Family Residential Units. The Service Provider will collect Municipal Solid Waste from Commercial, Industrial and Multi-Family Residential Units, as provided for in Section 9.C. hereof. The Service Provider shall only be responsible for collecting, hauling and disposing of Municipal Solid Waste placed inside the Dumpsters provided by the Service Provider. However, the Service Provider shall be obligated to offer and provide sufficient service to Commercial, Industrial and Multi-Family Residential Units, and to increase or decrease, as necessary, the frequency of collection and the size or number of Dumpsters so that Commercial, Industrial or Multi-Family Units' Municipal Solid Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9.C. hereof.

B. Non-Compactable Materials It is agreed and understood that the Services provided by

the Service Provider under Section 5.A. hereto do not include the collection of non-compactable materials, including but not limited to, sawdust, carpet, animal feed, fencing debris and Construction and Demolition Waste. If a Commercial, Industrial or Multi-Family Residential Unit is found to dispose of any non-compactable materials in a Dumpster, the Service Provider in its sole discretion may require such Commercial, Industrial or Multi-Family Residential Unit to utilize the Service Provider's Roll-Off Services to dispose of such non-compactable materials.

SECTION 6. SPECIAL COLLECTIONS AND SERVICES.

A. Municipal Locations. The Service Provider will provide, at no cost to the City, an adequate number of Containers to collect Municipal Solid Waste at certain municipal locations within the City once or twice per week, as needed. Specifically, the provisions of this Section 6.A. shall apply to the following locations:

Park – 1700 N. Neches
Pool – 1700 N. Neches
Water Production – 711 Mississippi
Library – 400 Commercial
Fire Station – 117 N. Concho
Police Station – 200 W. Liveoak
Public Works – 304 N. Colorado St
Shop Behind City Hall – 200 W. Liveoak
Baseball Park – 1119 Ripley St
Cemetery – 1400 E. 9th St
Airport – Airport Rd
Shop – 301 N. Colorado
Street Yard – 601 E. College Ave
Light Dist. – 800 Airport Rd
Lake Scarborough – CR 465
Memory Lake – Memory Lake Rd
Lake Coleman – FM 1274

B. City Convenience Center Roll-Offs. The Service Provider will provide, at no cost to the City, two (2) thirty-yard Roll-Offs to collect Solid Waste at the Convenience Center. Such Roll-Offs will be hauled and emptied up to a maximum aggregate of twenty four (24) times each Contract Year at no cost to the City, and any hauls in excess of twenty four (24) during any Contract Year shall be charged to the City at the rates set forth in Section 9.F. hereof.

C. City Convenience Center Storage Containers. The Service Provider will provide, at no cost to the City, an aggregate total of four (4) Dumpsters (up to six (6) cubic yards in size) at the City Convenience Center for the storage of recyclable metals and White Goods.

D. City Clean-Up Events. During each of the City's two (2) semi-annual clean-up events, the Service Provider will collect up to five (5) Bulky Items or Bundles and up to twenty-five (25) Bags of Municipal Solid Waste from each Single-Family Residential Unit; provided, that the Bags, Bulky Items and/or Bundles (A) are placed at the curbside no later than 6:00 a.m. on the scheduled collection day and (B) are reasonably contained. The City and the Service Provider shall jointly arrange the two (2) days each year that the clean-up events will take place. The Service Provider shall only be responsible for collecting, hauling and disposing of Bulky Items and Bundles from those Single-Family Residential Units that have complied with Sections 1 and 6.D. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed. For the services provided under this Section 6.D. the Service Provider shall provide these services free of charge to the City pursuant to Section 9.H. hereof.

SECTION 7. BULKY ITEMS AND BUNDLES.

A. Bulky Item or Bundle Collections. The Service Provider will collect one (1) Bulky Item or Bundle from each Single-Family Residential Unit or five additional (5) Bags placed outside the Roll-Out as provided in Section 4.A. once per week; provided, the Bulky Item or Bundle is placed at the

curbside no later than 6:00 a.m. on the scheduled collection day. The Service Provider shall only be responsible for collecting, hauling and disposing a Bulky Item or Bundle from those Single-Family Residential Units that have complied with Sections I and 7.A. hereof. White Goods containing refrigerants will not be collected by the Service Provider unless such White Goods have been certified in writing by a professional technician to have had all such refrigerants removed. In lieu of weekly collection of Bulky items, the City may request, and the Service Provider shall provide, the Bulky Item collection on a monthly basis. If so chosen by the City, the Service Provider shall collect four (4) Bulky Items or Bundles from each Single-Family Residential Unit or twenty (20) additional Bags placed outside the Roll-Out per month.

B. Negotiated Collections. It is understood and agreed that the service provided under Sections 6.C. and 7.A. does not include the collection of Bulky Items and Bundles comprised of Construction and Demolition Waste, or any materials resulting from remodeling, general property clean-up or clearing of property for the preparation of construction. However, the Service Provider may negotiate an agreement on an individual basis with the owner or occupant of a Single-Family Residential Unit regarding the collection of such items by utilizing the Service Provider's temporary Dumpster or Roll-Off Services.

SECTION 8. TITLE TO EQUIPMENT.

Notwithstanding anything to the contrary contained herein, it is expressly understood and agreed that all equipment, including, but not limited to, Containers, provided by the Service Provider in connection with the Services, shall at all times remain the property of the Service Provider.

SECTION 9. RATES AND FEES.

Subject to adjustment as provided in Section 10 hereof, the rates and fees to be charged and received by the Service Provider are as follows:

A. Single-Family Residential Unit Services. For the Services provided to Single-Family Residential Units under Section 4.A. hereof, the Service Provider shall charge (i) $12.43 per month for each Single-Family Residential Unit utilizing one Roll-Out, plus (ii) $5.00 per month for each additional Roll-Out utilized by such Single-Family Residential Unit, up to three (3) additional Roll-Outs. These rates apply to all Single-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

B. Commercial Hand Collect Unit Services. For the Services provided to Commercial Hand Collect Units under Section 4.C. hereof, the Service Provider shall charge (i) $12.43 per month for each Commercial Hand Collect Unit utilizing one Roll-Out, plus (ii) $5.00 per month for each additional Roll-Out utilized by such Commercial Hand Collect Unit, up to three (3) additional Roll-Outs. These rates apply to all Commercial Hand Collect Units that are located within the City's corporate limits and billed by the City for water and sewer services.

C. Commercial, Industrial and Multi-Family Residential Unit Services. For the Services provided to Commercial, Industrial and Multi-Family Residential Units under Section 5.A. hereof, the Service Provider shall charge per month for each Dumpster utilized the following rates:

Container Size	One Collection a Week	Two Collections a Week	Three Collections a Week
2 Yards	$ 41.00	$95.00	$125.00
3 Yards	$62.00	$135.00	$140.00
4 Yards	$85.00	$165.00	$250.00

6 Yards	$125.00	$250.00	$370.00
8 Yards	$155.00	$340.00	$455.00

For any collection that the Service Provider is required to make in excess of the above weekly figures, the Service Provider shall charge the following additional rates per Dumpster:

Size of Container	Each Additional Collection
2 Yards	$20.50
3 Yards	$ 31.00
4 Yards	$42.50
6 Yards	$62.50
8 Yards	$77.50

The foregoing rates apply to all Commercial, Industrial and Multi-Family Residential Units that are located within the City's corporate limits and billed by the City for water and sewer services.

D. Roll-Off Services. For the Roll-Off Services provided under Sections 5.B. and 7.B. hereto, the Service Provider shall charge for each Roll-Off utilized the following fees:

Delivery Fee	$150.00
Rental Fee	$5.00 per day
Haul Fee	$300.00
Disposal Fee	$41.50 per ton

The Service Provider will negotiate agreements with each Commercial, Industrial or Residential Units on an individual basis regarding the Roll-Off Services to be provided. The Roll-Offs provided pursuant to this Section 9.D. must be located within the City in accordance with City ordinances and policies.

E. Intentionally Reserved.

F. City Roll-Off Services. For the Roll-Off services provided to the City in addition to or in excess of those provided for at no charge under Section 6.B. hereof, the Service Provider shall bill the City the following rates:

20 Yard Roll-Off- $593.75 per haul
30 Yard Roll-Off- $600.00 per haul
40 Yard Roll-Off- $698.00 per haul

G. Sludge Services. The Service Provider will provide hauling and disposal services for sludge from the City's wastewater treatment plant; provided, that the sludge is tested, accompanied by requisite documentation of the State of Texas and meets the TCEQ's disposal guidelines. The City agrees to assist the Service Provider and, if necessary, agrees to adjust and regulate load weights in order to comply with the Texas Department of Transportation's weight guidelines. For the Services provided under this Section 9.G., the Service Provider will charge the City $655.00 for each twenty-yard Roll-Off utilized by the City.

H. City Clean-Up Events. For the two (2) semi-annual Clean-Up Event Services provided to the City under Section 6.D. hereof, the Service Provider shall not charge the City for either of the Clean-Up Events.

SECTION 10. RATE ADJUSTMENT.

A. Operating Cost Adjustment. Prior to each anniversary date of this Agreement, the Service Provider may petition the City for additional rate and price adjustments on the basis of material or unusual changes in its cost of operations not otherwise the basis of any other rate adjustments herein. At the time of any such petition, the Service Provider shall provide the City with documents and records in reasonable form and sufficient detail to reasonably establish the necessity of any requested rate adjustment. The City shall consider approval or denial of such requested rate and price adjustment in a timely manner, but the approval or denial of such request shall be within the sole and absolute discretion of the City.

B. Landfill Cost Adjustment. The parties acknowledge that the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement will be disposed of by the Service Provider at a Landfill(s) chosen by the Service Provider in its sole discretion (the "Initial Landfill(s)"). In the event that the Service Provider is unable to use the Initial Landfill(s) due to reasons out of its control, the Service Provider (i) shall have the right, in its sole discretion, to dispose of the Municipal Solid Waste and Construction and Demolition Waste covered by this Agreement at another Landfill of its choosing, and (ii) shall have the right, upon giving prior notice to the City, to request an increase to the Initial Rates by an amount equal to the sum of (x) the amount, if any, that the disposal fees charged to the Service Provider at such other Landfill exceed those previously charged to the Service Provider at the Initial Landfill(s), and (y) the amount, if any, that the transportation costs incurred by the Service Provider in connection with transporting the Municipal Solid Waste and Construction and Demolition Waste to such other Landfill exceed those that would have been incurred by the Service Provider if such Municipal Solid Waste and Construction and Demolition Waste was transported to the Initial Landfill(s). For the purposes of this Section, the term "reasons out of its control" is defined as circumstances not foreseeable at the time of execution of this Agreement, and which are not due to the fault or caused by the Service Provider, its agents, employees, affiliates, or a customer of the Service Provider under this Agreement. The phrase shall not include ordinary business costs, an error or miscalculation by the Service Provider in submitting its proposal for services, or an increase in a factor taken into consideration by the Consumer Price Index adjustment allowed by this Agreement. Service Provider will furnish documents and records in reasonable form to establish the necessity for the rate adjustment upon the demand of the City. The City shall consider approval or denial of such requested rate adjustment in a timely manner, but the approval or denial of such request shall be within the sole and absolute discretion of the City.

C. Governmental Fees. The parties acknowledge that the rates herein include all applicable fees, taxes or similar assessments incurred under federal, state and local laws, rules and ordinances (excluding sales taxes and taxes imposed on income) (the "Fees"). The parties acknowledge and understand that the Fees may vary from time to time, and, in the event any of such Fees are increased or additional Fees are imposed subsequent to the effective date of this Agreement, the parties agree that the Service Provider may request that the rates herein be increased by the exact amount of any such increase in Fees or additional Fees. The City shall consider approval or denial of such requested rate adjustment in a timely manner, but the approval or denial of such request shall be within the sole and absolute discretion of the City.

SECTION 11. EXCLUSIONS.

Notwithstanding anything to the contrary contained herein, this Agreement shall not cover the collection, hauling or disposal of any Hazardous Waste, animal or human, dead animals, auto parts or used tires from any Container provided by the Service Provider located at any Commercial, Industrial or Residential Unit, with the exception that the Service Provider will dispose of dead animals, not to include livestock animals, from Municipal, Commercial, Industrial and Residential properties within the City upon request by the City.

SECTION 12. TERM OF AGREEMENT.

The term of this Agreement shall be for a period of five (5) years, commencing on October 1, 2017 and concluding on September 30, 2022. At the expiration of the term of this Agreement, the Agreement will be extended for successive periods of five (5) years, provided that neither party provides the other party with written notice of intent to terminate this Agreement at least ninety (90) days prior to the expiration date of the original term of this Agreement or ninety (90) days prior to any of the then applicable individual five (5) year extension periods, as applicable.

SECTION 13. ASSIGNMENT.

This Agreement shall not be assignable or otherwise transferable by the Service Provider without the prior written consent of the City; provided, however, that the Service Provider may assign this Agreement to any direct or indirect affiliate or subsidiary of the Service Provider or to any person or entity succeeding to all or substantially all of the Service Provider's assets (whether by operation of law, merger, consolidation or otherwise) without the City's consent.

SECTION 14. ENFORCEMENT.

During the term of this Agreement and any extension thereof, the City agrees to adopt and maintain ordinances and revise existing ordinances so as to enable the Service Provider to provide the Services set forth herein. If the Service Provider experiences recurring problems of damage or destruction to or theft of the Containers provided by the Service Provider pursuant to this Agreement, the Service Provider may, prior to replacing or repairing such Containers, require security deposits from the Commercial, Industrial or Residential Units utilizing such Containers. To the maximum extent allowed by applicable law, the City also hereby grants to the Service Provider the right of ingress and egress from and upon the property of Commercial, Industrial and Residential Units for the purposes of rendering the Services contemplated hereby.

SECTION 15. PROCESSING, BILLING AND FEES.

A. Monthly Statement. On a monthly basis, the Service Provider shall bill the City (i) the rates and fees charged under Sections 9.A. - 9.E. hereto for all Commercial, Industrial and Residential Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, Industrial and Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits (the "Monthly Statement "), plus (ii) the rates and fees charged under Sections 9.F- 9.H. hereto for all City Services provided by the Service Provider (the "City Statement"), on or before the 15th of the month (for the immediately preceding month's service) commencing on or before November 15, 2017. Thereafter, the City will remit to the Service Provider an amount equal to (x) such City Statement, plus (y) the amount of the Monthly Statement collected by the City by the City from its customers (it being the intent of the parties that the City is not obligated to pay for amounts not collected by the City from its customers), less (z) an administrative fee equal to five percent (5%) of the amount collected from the Monthly Statement (the "Administrative Fee"). Such remittance shall be made by the City on or before the 25th day of each month (for the immediately preceding month's service) commencing on November 25, 2017. Along with each monthly remittance, the City shall provide the Service Provider with a report indicating the service type, size, location, and rate for Commercial Units and Industrial Units, as well as the number and rate of Residential Units which have been billed for that month. The City shall be solely responsible for billing and collecting such rates and fees from all Commercial, Industrial and Residential Units possessing active water meters within the City's corporate limits, as well as from all other Commercial, Industrial and Residential Units requiring the collection, hauling and disposal of Municipal Solid Waste within the City's corporate limits. Nothing herein shall prohibit the City from collecting sums in addition to those sums called for herein.

B. Taxes. In addition to the amounts billed and collected by the City under Section 15.A., the City shall also be responsible for billing, collecting and remitting/paying any and all sales, use and service taxes assessed or payable in connection with the Services.

C. Stop Service. The City shall have the Service Provider discontinue or suspend service to any Commercial, Industrial, or Residential Unit that owes an outstanding debt to the City for the Services. The City shall indemnify and hold harmless the Service Provider from any claims, suits, damages, liabilities, or expenses, including, but not limited to, investigation and attorneys' fees, resulting from the Service Provider's discontinuance or suspension of Services to any Commercial, Industrial, or Residential Unit upon the request of the City.

SECTION 16. SPILLAGE.

It is understood and agreed that the Service Provider shall not be required to clean up, collect or dispose of any loose or spilled Municipal Solid Waste or Construction and Demolition Waste not caused by the Service Provider's rendering of the Services, or be required to collect and dispose of any excess Municipal Solid Waste or Construction and Demolition Waste placed outside of the Containers by any Commercial, Industrial or Residential Unit. The Service Provider may report the location of such conditions to the City so that the City can issue proper notice to the owner or occupant of the Commercial, Industrial or Residential Unit instructing the owner or occupant to properly contain such Municipal Solid Waste or Construction and Demolition Waste. Should excess Municipal Solid Waste or Construction and Demolition Waste continue to be placed outside of the Containers, the City shall require the Commercial, Industrial or Residential Unit to increase the frequency of collection of such Municipal Solid Waste or Construction and Demolition Waste, or require the Commercial, Industrial or Residential Unit to utilize a Container with sufficient capacity so that the excess Municipal Solid Waste or Construction and Demolition Waste will be regularly contained. The Service Provider shall be compensated for these additional Services as provided for in Section 9 hereof, and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

SECTION 17. NON-COLLECTION NOTICE AND FOLLOW-UP.

A. Notice from the Service Provider. It is specifically understood and agreed that where the owner or occupant of a Commercial, Industrial or Residential Unit fails to timely place a Container as directed in Sections 4 and 5 hereof, or is otherwise in violation of the City's ordinances and regulations, the Service Provider's reasonable rules adopted hereunder or the provisions of this Agreement relating to the nature, volume or weight of Municipal Solid Waste or Construction and Demolition Waste to be removed, the Service Provider may refrain from collecting all or a portion of such Municipal Solid Waste or Construction and Demolition Waste and will notify the City within eight (8) hours thereafter of the reason for such non-collection. The Service Provider will also provide written notice to the Commercial, Industrial or Residential Unit of the reason for such non-collection, unless such non-collection is the result of the Commercial, Industrial or Residential Unit's failure to timely place the Containers, Bulky Items or Bundles out for collection. Such written notice shall be attached to the Container or the uncollected Municipal Solid Waste, shall indicate the nature of the violation and shall indicate the correction required in order that such Municipal Solid Waste or Construction and Demolition Waste may be collected.

B. Notice from a Commercial, Industrial or Residential Unit. When the City is notified by an owner or occupant of a Commercial, Industrial or Residential Unit that Municipal Solid Waste or Construction and Demolition Waste has not been removed from such Commercial, Industrial or Residential Unit and where no notice of non-collection or a change in collection schedule has been received by the City from the Service Provider, or the Service Provider has failed to collect Municipal Solid Waste or Construction and Demolition Waste from the Commercial, Industrial or Residential Unit without cause, as supported by notice as described herein, then the Service Provider will use all reasonable efforts to collect such

Municipal Solid Waste or Construction and Demolition Waste on the day a collection order is issued by the City; provided, however, that if the Service Provider fails to make such collection on the same day that a collection order is issued by the City, the Service Provider shall make such collection no later than 12:00 p.m. on the following Business Day, and there shall be no charge to the Service Provider for any such original non-collection or late collection so long as the Service Provider makes such collection within such time.

SECTION 18. HOURS OF SERVICE.

For all the Services provided hereunder, the Service Provider's hours of service shall be between 6:00 a.m. to 7:00 p.m., Monday through Friday. The Service Provider will not be required to provide service on weekends or Holidays except during natural disasters or emergencies, and may, at its sole discretion, observe Holidays during the term of this Agreement; provided, however, that the Service Provider shall provide such services on the immediately following Business Day.

SECTION 19. CUSTOMER SERVICE.

The City agrees to field all inquiries and complaints from Commercial, Industrial and Residential Units relating to the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste. The Service Provider and the City agree to cooperate with each other in the response to any such inquiries and the resolution of any such complaints. In order to assist the City in its obligations under this Section 19, the Service Provider agrees to provide City Hall with a primary contact and toll free telephone number, as well as Service Request Forms for customer service issues such as changes in service, container repair requests and missed collections.

SECTION 20. COMPLIANCE WITH APPLICABLE LAWS.

The Service Provider shall comply with all applicable federal and state laws regarding the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste, including existing and future laws that may be enacted, as well as any regulations reasonably passed by the City that are not in derogation of this Agreement. Nothing in this Agreement shall be construed in any manner to abridge the City's right to pass or enforce necessary police and health regulations for the reasonable protection of its inhabitants. The City shall have the right to make reasonable inspections of the Service Provider in order to insure compliance with this Section 20.

SECTION 21. VEHICLES AND EQUIPMENT.

The Service Provider shall only use a 20 yard capacity, tandem axle vehicle in the collection, hauling, and disposal of Municipal Solid Waste from residential single family units and businesses that use the 96 gallon trash containers under this Agreement so as to minimize the damage to City streets. The Service Provider may use a 25 yard capacity, tandem axle vehicle in the collection, hauling, and disposal of front load style commercial customers only. Vehicles used by the Service Provider for the collection, hauling and disposal of Municipal Solid Waste and Construction and Demolition Waste shall be protected at all times while in transit to prevent the blowing or scattering of Municipal Solid Waste and Construction and Demolition Waste onto the City's public streets, or properties adjacent thereto, and such vehicles shall be clearly marked with the Service Provider's name in letters and numbers not less than two (2) inches in height. All collection vehicles used by the Service Provider shall be washed and deodorized once per week.

SECTION 22. DUE CARE.

The Service Provider shall exercise due care and caution in providing the Services so that the City's public

and private property, including streets and parking areas, will be protected and preserved.

SECTION 23. PERSONNEL AND PERFORMANCE STANDARDS.

The Service Provider shall not deny employment to any person on the basis of race, creed or religion, and will insure that all federal and state laws pertaining to salaries, wages and operating requirements are met or exceeded. The Service Provider, its agents, servants and employees shall perform the Services in a courteous, competent and professional manner. During the term of this Agreement and any extension thereof, the Service Provider shall be responsible for the actions of its agents, servants and employees while such agents, servants and employees are acting within the scope of their employment or agency.

SECTION 24. INSURANCE COVERAGE.

Pursuant to this Agreement, the Service Provider shall carry the following types of insurance in an amount equal to or exceeding the limits specified below:

Coverage	Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	$1,000,000
Commercial General Liability	$1,000,000 per occurrence $2,000,000 in the aggregate, combined single limit for Bodily Injury and Property Damage Liability
Automobile Liability	$2,000,000 per occurrence combined single limit for Bodily Injury and Property Damage Liability
Pollution Legal Liability	$2,000,000 each loss
Excess or Umbrella	$5,000,000 per occurrence

For all insurance policies, Service Provider shall provide at least 30 days prior notice of cancellation or material change to the City; (i) shall show City as an additional insured under all insurance policies, except for workers' compensation coverage; and, (ii) shall contain waivers of subrogation in favor of City for all insurance policies, including workers' compensation. Upon execution of this Agreement, the Service Provider shall furnish the City with a certificate of insurance verifying the insurance coverage required by this Section 24.

SECTION 25. INDEMNITY.

The Service Provider assumes all risks of loss or injury to property or persons caused by its willful actions and/or negligent performance of the Services. The Service Provider agrees to indemnify and hold harmless the City and its agents, directors, employees, officers and servants from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, liabilities, losses or expenses (including, but not limited to, reasonable attorneys' fees) caused by a willful or negligent act or omission of the Service Provider, its officers and employees. However, the Service Provider shall not be liable for

any legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees caused by a willful or negligent act or omission of the City, its agents, directors, employees, officers and servants.

SECTION 26. SAVINGS PROVISION.

In the event that any term or provision of this Agreement shall be determined by a court of competent jurisdiction to be invalid or unenforceable, this Agreement shall, to the extent reasonably possible, remain in force as to the balance of its terms and provisions as if such invalid term or provision were not a part hereof.

SECTION 27. TERMINATION.

Any failure by either party or its successors and assigns to observe the terms and conditions of this Agreement shall, if continuing or persisting without remedy for more than thirty (30) days after the receipt of due written notice from the other party, constitute grounds for forfeiture and immediate termination of all the defaulting party's rights under this Agreement, and all such rights shall become null and void.

SECTION 28. FORCE MAJEURE.

The performance of this Agreement may be suspended and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not be limited to, acts of God, acts of war, accident, explosion, fire, flood, riot, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations.

SECTION 29. GOVERNING LAW; VENUE.

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws rules thereof. The parties to this Agreement agree and covenant that this Agreement will be enforceable in Coleman, Texas; and that if legal action is necessary to enforce this Agreement, exclusive venue will lie only in Coleman County, Texas.

SECTION 30. NOTICES.

Any notices required or permitted to be delivered hereunder shall be in writing and shall be deemed to be delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to the respective party at the address set forth below:

If to the City:
City of Coleman
Attn: City Manager
P.O. Box 592
Coleman, TX 76834

If to the Service Provider:
Progressive Waste Solutions of TX, Inc.
200 FM45 West
Brownwood, TX 76801
Attn: Site Manager

With a Copy to:
Waste Connections, Inc.
3 Waterway Square Place, Suite 110
The Woodlands, TX 77830
Attn: Legal Department

or such other addresses as the parties may hereafter specify by written notice and delivered in accordance herewith.

SECTION 31. ATTORNEYS' FEES.

The prevailing party in any dispute between the parties arising out of the interpretation, application or enforcement of any provision hereof shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including without limitation costs and attorneys' fees related to or arising out of any trial or appellate proceedings.

SECTION 32. ACCEPTANCE.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF COLEMAN; MEETING AT A TIME AND PLACE IN COMPLETE CONFORMITY WITH THE OPEN MEETING LAWS OF THE STATE OF TEXAS AND ALL OTHER APPLICABLE LAWS THIS 26th DAY OF OCTOBER, 2017.

PROGRESSIVE WASTE SOLUTIONS, INC.

By: _____
Greg Brown, Division Vice President

CITY OF COLEMAN

By: _____
Tommy Sloan, Mayor

ATTEST:

By: _____
Karen Langley, City Secretary

Date: 10/26/17

THE CITY OF COLEMAN
COLEMAN, TEXAS

City of Coleman
City Council
Agenda Memo

City Council Meeting Date: **May 21, 2020**
Department: **Administration**
Presented by: **Diana Lopez, City Manager; James King, ACM; Kim Little, EDC Director**
Prepared by: **Diana Lopez, City Manager**

SUBJECT: **Agenda Item No. 11**

AGENDA ITEM:
Hear presentation regarding impact of COVID-19 within the City of Coleman; update to City of Coleman Operations and Services as of May 18, 2020; and discuss, consider, and act upon opening of City of Coleman Municipal swimming pool for the 2020 Season.

RECOMMENDED MOTION:
Dependent on discussions and as the situation unfolds through Thursday.

NARRATIVE:

As we have stressed daily, the situation regarding COVID-19 is ever changing. We will be providing information regarding the effects this situation has had on our community in various aspects. We will be discussing economic impact with information of the impact at the State level and local level. In addition, we will have discussion regarding city operations, and any changes to those procedures as they now are in effect.

At the last Council meeting, staff was directed to return to Council with a Plan of Action regarding the seasonal opening of the Coleman Municipal Swimming Pool for the 2020 season.

City of Coleman
Historical Data of Municipal Swimming Pool

		*FY 2017	*FY 2018	*FY 2019
	Revenue			
100-3180-13	Pool Fees	$ 18,194	$ 18,448	$ 18,918
100-3190-13	Concessions	$ 3,748	$ 3,606	$ 3,587
	Expenditures			
100-5100-13	Wages	$ 16,582	$ 10,109	$ 13,353
100-5110-13	WC Insurance	$ 2,229	$ 2,238	$ 2,145
100-5120-13	UI	$ 181	$ 63	$ 133
100-5125-13	FICA	$ 1,268	$ 773	$ 1,022
100-5195-13	Concessions	$ 2,087	$ 2,744	$ 1,974
100-5160-13	Regular Maintenance	$ 7,190	$ 6,495	$ 9,727
100-5170-13	Equipment Maintenance	$ 2,790	$ 488	$ 1,292
100-5250-13	Utilities	$ 10,278	$ 7,460	$ 6,705
100-5270-13	Professional/technical Services	$ -	$ 750	$ -

	*FY 2017	*FY 2018	*FY 2019
Total Revenue	$ 21,942	$ 22,054	$ 22,505
Total Expenditures	$ 42,605	$ 31,120	$ 36,351
Revenue/Expenditures	$ (20,663)	$ (9,066)	$ (13,846)

*Unaudited Numbers

Revenue Received from CISD/ACE	$ 9,500	$ 10,000	$ 9,000

Included in 100-3180-13

As of May 18, 2020 the minimum standard health protocols as outlined by the Office of the Governor indicate that outdoor swimming pools may operate up to 25% of the normal operating limits. In the past, the City has entered into a memorandum of agreement with Coleman ISD Ace Program to provide summer swim programs to include swimming lessons, lifeguard certifications, swim activities and family swim nights. Historically, the city has received from ACE the below revenue:

FY 2019 $9,000
FY 2018 $10,000
FY 2017 $9,500

In discussions with Jacque Rosales, ACE Project Director, CISD is willing to partner this season with the City to provide similar type activities that would be modified to comply with the recommendations from the Governor's Office. The monies allocated this year would be approximately $6,000.

The season would have a late opening, with anticipated opening of the facility around late June. We have begun the process of advertising for hiring staff for the facility, and discussions on the logistics of the facility are continuing. At the meeting, staff will propose a seasonal calendar, modified operating schedule, and tentative schedule of programing.

REVISED MAY 18, 2020

MINIMUM STANDARD HEALTH PROTOCOLS

☑ CHECKLIST FOR PARKS/BEACHES/BODIES OF WATER

While parks, beaches, rivers, and lakes may be open indoor swimming pools may operate up to 25% of the total listed occupancy of the swimming pool facility and outdoor swimming pools may operate up to 25% of the normal operating limits as determined by the swimming pool owner. Swimming pools open at the discretion of the pool owner. People shall continue to avoid visiting interactive amusement venues, such as water parks and splash pads.

The following are the minimum recommended health protocols for all individuals visiting parks and engaging in water activities, such as visiting beaches, rivers, and lakes. These minimum health protocols are not a limit on the health protocols that individuals may adopt. Individuals are encouraged to adopt additional protocols consistent with their specific needs and circumstances to help protect the health and safety of all Texans.

The virus that causes COVID-19 can be spread to others by infected persons who have few or no symptoms. Even if an infected person is only mildly ill, the people they spread it to may become seriously ill or even die, especially if that person is 65 or older with pre-existing health conditions that place them at higher risk. Because of the hidden nature of this threat, everyone should rigorously follow the practices specified in these protocols, all of which facilitate a safe and measured reopening of Texas. The virus that causes COVID-19 is still circulating in our communities. We should continue to observe practices that protect everyone, including those who are most vulnerable.

Please note, public health guidance cannot anticipate every unique situation. Individuals should stay informed and take actions based on common sense and wise judgment that will protect health and support economic revitalization.

Health protocols for individuals:

- ☐ Individuals should avoid being in a group larger than 10 individuals. Within these groups, individuals should, to the extent possible, minimize in-person contact with others not in the individual's household. Minimizing in-person contact includes maintaining 6 feet of separation from individuals. When maintaining 6 feet of separation is not feasible, other methods should be utilized to slow the spread of COVID-19, such as wearing a face covering or mask, washing or sanitizing hand frequently, and avoiding sharing utensils or other common objects.
- ☐ Self-screen before going to a park, beach, or other public open space for any of the following new or worsening signs or symptoms of possible COVID-19:
  - ☐ Cough
  - ☐ Shortness of breath or difficulty breathing
  - ☐ Chills
  - ☐ Repeated shaking with chills
  - ☐ Muscle pain
  - ☐ Headache
  - ☐ Sore throat
  - ☐ Loss of taste or smell
  - ☐ Diarrhea
  - ☐ Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
  - ☐ Known close contact with a person who is lab confirmed to have COVID-19
- ☐ Wash or disinfect hands after any interaction with employees, other customers, or items in the park, beach, river, or lake.
- ☐ Consistent with the actions taken by many individuals across the state, consider wearing cloth face coverings (over the nose and mouth) at a park, beach, river, or lake when within 6 feet of another person who is not a member of the individual's group. The individual's group may not exceed the greater of the

REVISED MAY 18, 2020

MINIMUM STANDARD HEALTH PROTOCOLS

PARKS/BEACHES/BODIES OF WATER: Page 2 of 2

individual's household or up to 5 individuals who arrived at the park, beach, river, or lake together. If available, individuals should consider wearing non-medical grade face masks. Face coverings may not be feasible while in the water.

- ☐ Clean and sanitize recreational water equipment before and after use.
- ☐ **Special consideration for river rafting and similar activities:**
  - ☐ Any vehicle used to transport individuals between places along the river must be cleaned and disinfected between uses.
  - ☐ If such a vehicle is a bus, alternate rows should be used.
  - ☐ Individuals should not sit within 6 feet of any other person not with the individual's group.
  - ☐ Individuals should sanitize hands before getting onto such a vehicle.
  - ☐ Face coverings are strongly recommended while on the vehicle.
- ☐ **Individuals aged 65 or older are at a higher risk of COVID-19. To the extent possible, avoid contact within 6 feet with individuals aged 65 and older. Individuals aged 65 and older should stay at home as much as possible.**

GENERAL FUND ADOPTED 2020
100-xxxx-13 CITY PARK POOL

FUNCTION:

MUNICIPAL SWIMMING POOLS OF COLEMAN PROVIDE A SAFE, SANITARY PLACE WHERE ALL CITIZENS OF COLEMAN MAY SPEND THEIR LEISURE HOURS SWIMMING AND RELAXING ON A HOT SUMMER DAY. THE CITY ALSO OFFERS YOUTH AND ADULT SWIMMING LESSONS.

EMPLOYEE TITLE	ADOPTED BUDGET	GRADE	ANNUAL SALARY
POOL MANAGER	1		$ 3,850
ASST POOL MAN/LEAD LIFEGUARD	1		$ 1,800
LIFEGUARD	6		$ 8,700
TOTAL	8		$ 14,350

CITY OF COLEMAN
2020 ADOPTED BUDGET

Account Number	Description	2018 Actual	2019 Adopted	2019 REVISED	2020 ADOPTED	Dollar Change +/-	Column1
100-xxxx-xx	**General Fund**						
Tax Revenue							
100-3100-05	SALES TAX COLLECTIONS	432,020	410,000	419,000	410,000	-	
100-3121-05	AD VALORUM TAXES (M&O)	300,038	313,055	313,055	341,689	28,634	
100-3125-05	SPECIAL DEBT SERVICE (I&S)	320,458	176,829	176,829	181,736	4,907	
100-3130-05	PENALTIES ON TAXES	5,248	5,253	5,253	5,250	(3)	
100-3381-05	OCCUPANCY TAX	38,645	42,142	42,142	42,150	8	
100-3382-05	SALES TAX/ ECONOMIC DEV.	-	205,000	209,500	205,000	-	
100-3383-05	SALES TAX/4B	-	205,000	209,500	205,000	-	
100-3384-05	ALCOHOLIC BEVERAGE TAX	6,326	5,180	5,180	5,230	50	
	Tax Revenue	**1,102,735**	**1,362,459**	**1,380,459**	**1,396,055**	**33,596**	
Franchises, Licenses & Permits							
100-3150-05	FRANCHISE FEE RECEIPTS	90,298	95,822	80,000	70,000	(25,822)	
100-3160-15	POUND FEES	441	300	300	300	-	
100-3170-14	BLDG ELEC PLMBG PERMITS	16,927	15,000	15,000	16,000	1,000	
100-3270-11	PERMIT TO BURN	10	-	-	-	-	
100-3350-05	GENERAL SERVICES FEE - 4%	233,706	242,566	242,566	247,914	5,348	
100-3370-05	INTERNAL FRANCHISE FEE - 4%	233,706	242,566	242,566	247,914	5,348	
	Franchises, Licenses & Permits	**575,088**	**596,254**	**580,432**	**582,128**	**(14,126)**	
Intergovermental Revenue							
100-3240-11	COUNTY TO FIRE DEPT.	1,600	1,600	1,600	1,600	-	
100-3240-18	COUNTY TO LIBRARY	4,000	4,000	4,000	4,000	-	
100-3250-11	GRANT PROCEEDS	1,440	-	3,400	10,000	10,000	
100-3260-05	COUNTY TO CIVIL DEFENSE	300	300	-	-	(300)	
100-3320-08	DOWNTOWN REVITALIZATION GRANT	146,322	-	53,223	-	-	
100-3300-08	PROPERTY BID/HOUSE DEMO	-	10,000	20,000	20,000	10,000	
100-3330-12	CITY PARK GRANT FUNDS	2,500	-	-	-	-	
100-3340-05	SR. CENTER GRANT REVENUE	-	-	-	-	-	
100-3341-18	TEXAS BROADBAND SUBSIDY	648	-	-	-	-	
100-3342-18	LONE STAR LIB. GRANT	258	610	-	500	(110)	
100-3386-11	TIFMAS/IMT REIMBURSEMENT	8,104	100	8,104	100	-	
100-3387-07	GOVERNMENT GRANTS	7,536	-	1,010	-	-	
100-3397-05	CDBG GRANT PLANNING REVENUE	27,143	-	-	-	-	
	Intergovermental Revenue	**199,850**	**16,610**	**91,337**	**36,200**	**19,590**	
Charges for Services							
100-3160-18	COPY MACHINE REVENUE	2,068	1,700	1,911	2,000	300	
100-3180-13	SWIM POOL FEES	18,448	8,000	8,000	8,000	-	
100-3180-18	LOST ITEM REVENUE	39	50	19	25	(25)	
100-3190-13	SWIM POOL CONCESSIONS	3,606	2,500	2,500	3,000	500	
100-3190-18	LAMINATION	538	100	8	10	(90)	
100-3191-18	COMMUNITY ROOM REVENUE	1,000	1,000	1,490	1,500	500	
100-3215-16	COURT TECHNOLOGY FEES	1,133	1,400	1,150	1,200	(200)	
100-3220-16	BUILDING SECURITY FEE	950	1,000	863	900	(100)	
100-3230-17	OPEN CLOSE GRAVES	38,870	42,487	57,455	42,000	(487)	
100-3240-08	STREET REPAIR COLLECTIONS	141,103	139,008	139,008	141,000	1,992	
100-3241-08	PENALTIES ON UTILITIES	658	667	667	650	(17)	
100-3250-07	COUNTY TO 911 DISPATCH FEE	62,000	20,668	51,667	-	(20,668)	
100-3300-05	TOWER RENTAL	24,744	24,744	24,744	24,744	-	
100-3300-17	CEMETERY PROPERTY RENT	364	364	364	300	(64)	
100-3330-18	LIBRARY/FAXES SENT	359	300	300	250	(50)	
100-3335-12	PAVILION REVENUE	2,550	3,330	6,000	3,500	170	

CITY OF COLEMAN
2020 ADOPTED BUDGET

Account Number	Description	2018 Actual	2019 Adopted	2019 AMENDED Budget	2019 REVISED	2020 ADOPTED	Dollar Change +/-
100-xxxx-13	**CITY PARK POOL**						
100-5100-13	SALARIES/POOL	10,109	14,525	14,525	14,525	14,350	(175)
100-5110-13	WORKERS COMP. INS./POOL	2,238	612	612	612	604	(8)
100-5120-13	UNEMPLOYMENT INS/SWIM POOL	63	276	276	276	273	(3)
100-5125-13	FICA & MEDICARE/SWIM POOL	773	1,111	1,111	1,111	1,098	(13)
	Personnel Services	**13,183**	**16,524**	**16,524**	**16,524**	**16,325**	**(199)**
100-5150-13	LEGAL SERVICES	-	-	-	-		-
100-5180-13	LEGAL NOTICES	-	50	50	50	50	-
100-5195-13	CONCESSIONS	2,744	2,200	2,200	2,200	2,500	300
	Materials and Supplies	**2,744**	**2,250**	**2,250**	**2,250**	**2,550**	**300**
100-5160-13	REGULAR MAINTENANCE	6,495	8,000	8,000	8,000	9,000	1,000
100-5170-13	EQUIPMENT MAINTENANCE	488	3,200	3,200	3,200	3,200	-
100-5250-13	UTILITIES	7,460	4,000	4,000	4,000	4,250	250
	Purchased Property Services	**14,442**	**15,200**	**15,200**	**15,200**	**16,450**	**1,250**
	Communications	-	-	-	-		-
100-6205-13	INSURANCE REPAIR - POOL	-	-	-	-		-
100-6700-13	TELEPHONE EXPENSE/POOL	82	-	-	-	-	-
	Other Purchased Property	**82**	**-**	**-**	**-**		**-**
100-5270-13	SCHOOLS WORKSHOPS	750	1,100	1,100	1,100	500	(600)
	Professional/Technical Service	**750**	**1,100**	**1,100**	**1,100**	**500**	**(600)**
100-6400-13	CAPITAL OUTLAY	-	-	-	-		-
	Machinery and Equipment	-	-	-	-		-
	Capital Outlay	**-**	**-**	**-**	**-**	**-**	**-**
100-xxxx-13	**Parks - Swimming Pool**	**31,201**	**35,074**	**35,074**	**35,074**	**35,825**	**751**

Memorandum of Agreement

This agreement is entered effective May 9, 2019, through July 31, 2019 between the Coleman ISD 21st Grant (Texas ACE Program) and the City of Coleman, Texas. The agreement is effective only if the City's water supply remains adequate for the pool to remain in use as allowed by City of Coleman Ordinance No. 1131.

Coleman ISD Texas ACE Program has received federal 21st CCLC grant funds from TEA to provide out-of-school programs for the three School Districts in Coleman County, Texas. The CISD Texas ACE Program and City of Coleman will enter into a collaboration to provide summer session swim programs, swimming lessons, and family swim nights to meet the requirements of the Texas ACE Grant Program and benefit the school communities as stated in the grant request for application.

Coleman ISD Texas ACE Program Staff agree to:

- Provide ACE staff for monitoring the student activities during morning ACE swim sessions and ACE family night sessions
- Pay Instructor and lifeguards for swimming lessons, Family Night swims, and life guard certification training
- Pay the City of Coleman, Texas the following budgeted funds included in the 21st CCLC Grant:

Summer Swim Program including swim lessons, Life-guard certifications, family nights, swim activities	$9,000.00

City of Coleman, Texas agrees to:

- Reserve Coleman City pool for the ACE Program to hold lifeguard certification training on June 1st-June 2nd, 2019.
- Reserve Coleman City pool for ACE Program every Monday through Thursday during the month of June 2019 during hours of 8:00 am to 12:45 pm for swimming lessons and pool activities.
- Reserve Coleman City pool for ACE students and families one night per week (two hours - Tuesdays 6pm–8pm) for the month of June 2019 with exception of week June 10th-14th.

As indicated by our signature, we agree to follow the guidelines of this grant as set by the Texas Education Agency.

Tommy Sloan, Mayor, City of Coleman, Texas

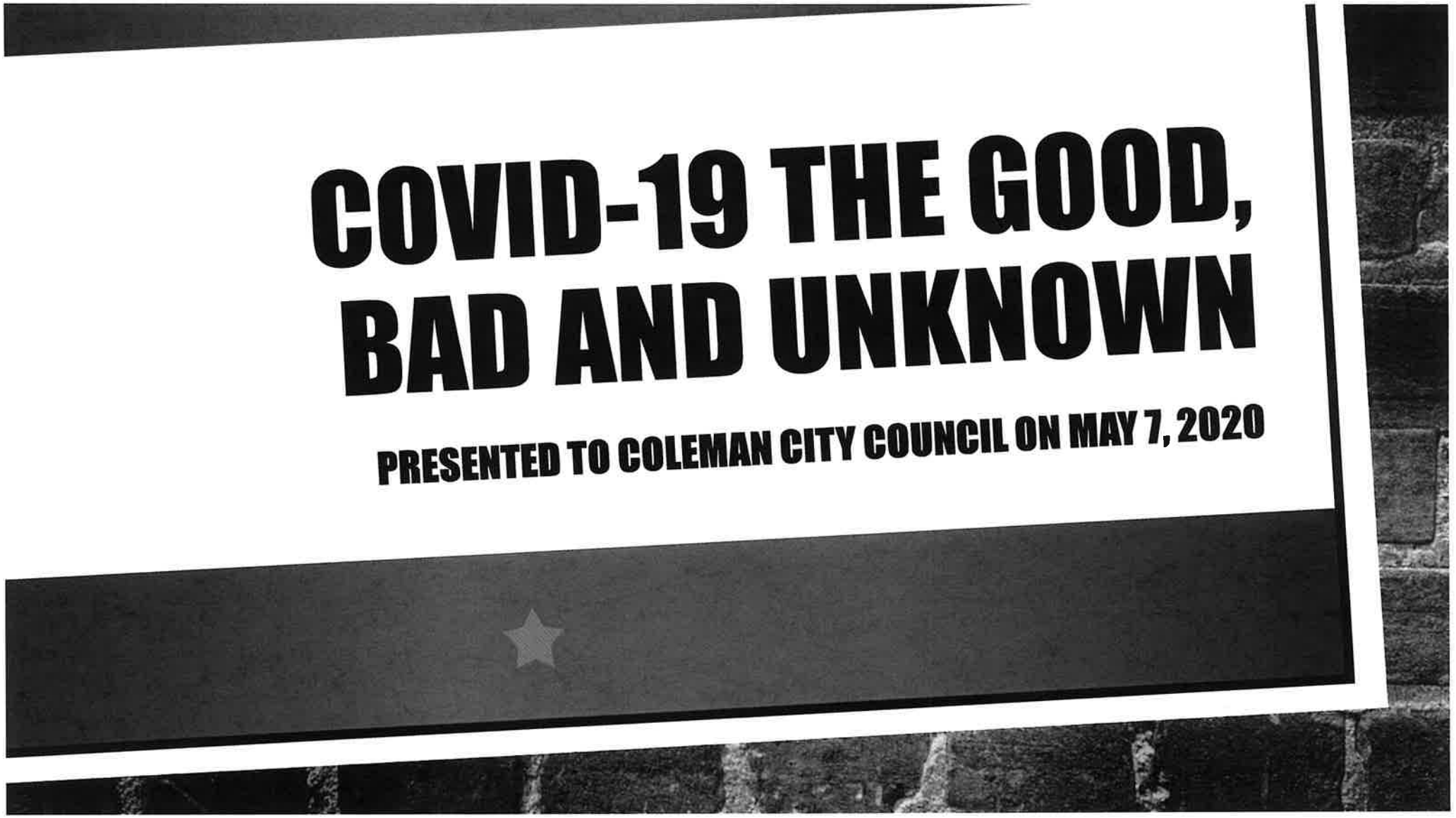
5/9/19
Date

Jacque Rosales, ACE Project Director

5/9/19
Date

COVID-19 THE GOOD, BAD AND UNKNOWN

PRESENTED TO COLEMAN CITY COUNCIL ON MAY 7, 2020



WHAT'S GOOD ?

People have been very respectful of the process of self distancing and businesses have learned to adapt, adjust and advance.

Many of the businesses that were allowed to remain opened to foot traffic have seen an increase in volume and that will most likely transfer to an increase in sales.

Families have found a reason to connect and spend time together, all of us have a new appreciation for the things we took for granted.

CITY HALL & CITY SERVICES

DEPARTMENTS HAVE BEEN ABLE TO CONTINUE TO SERVE THE PUBLIC USING SAFE PRACTICES.

SERVICES HAVE BEEN PROVIDED WITH LIMITED PUBLIC CONTACT.

THE CITY, COMMUNITY PARTNERS AND COUNTY PERSONNEL HAVE WORKED TO COMMUNICATE WITH CITIZEN'S AS PROCESSES CHANGE.

WHAT'S BAD?

Some businesses have had to close temporarily without any option to work remotely.

Businesses have had to cut workforce due to limited hours or not being able to get inventory replenished.

Families have been stressed with new routines, kids not in school and changes to finances.

SALES TAX IMPACT

- **STATE OF TEXAS**

Sales tax makes up a somewhat smaller share of the typical city budget, but it is the largest source for state funding accounting for 57 percent of all tax collections.

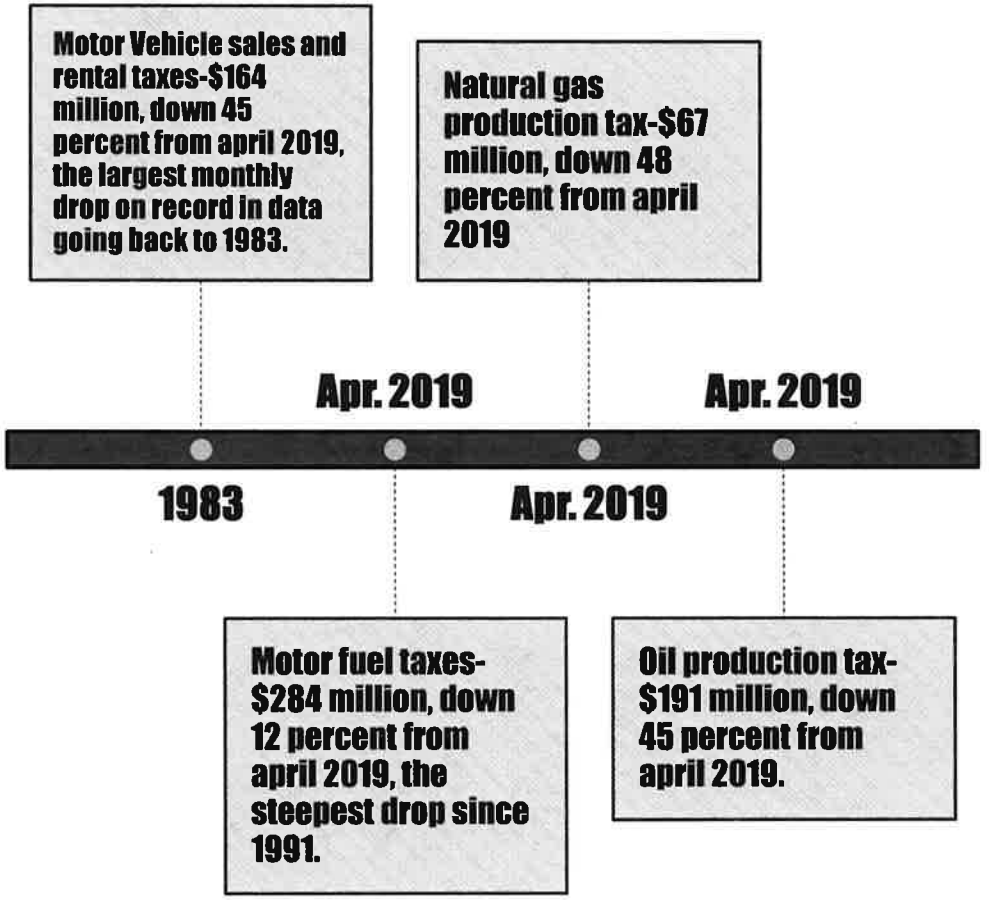
SALES TAX IMPACT

- THE STEEPEST DECLINES IN TAX REMITTANCES WERE FROM BUSINESSES MOST QUICKLY AND DRAMATICALLY AFFECTED BY SOCIAL DISTANCING: RESTAURANTS, PERFORMING ARTS VENUES, MOVIE THEATERS, THEME PARKS AND FITNESS CENTERS. AS WELL AS, DEPARTMENT STORES AND BOUTIQUE RETAIL SHOPS, HAIR SALONS, NAIL SALONS AND BARBER SHOPS.

SALES TAX IMPACT

However, those losses were, to a degree, offset by increases from big-box retailers, grocery stores and online vendors.

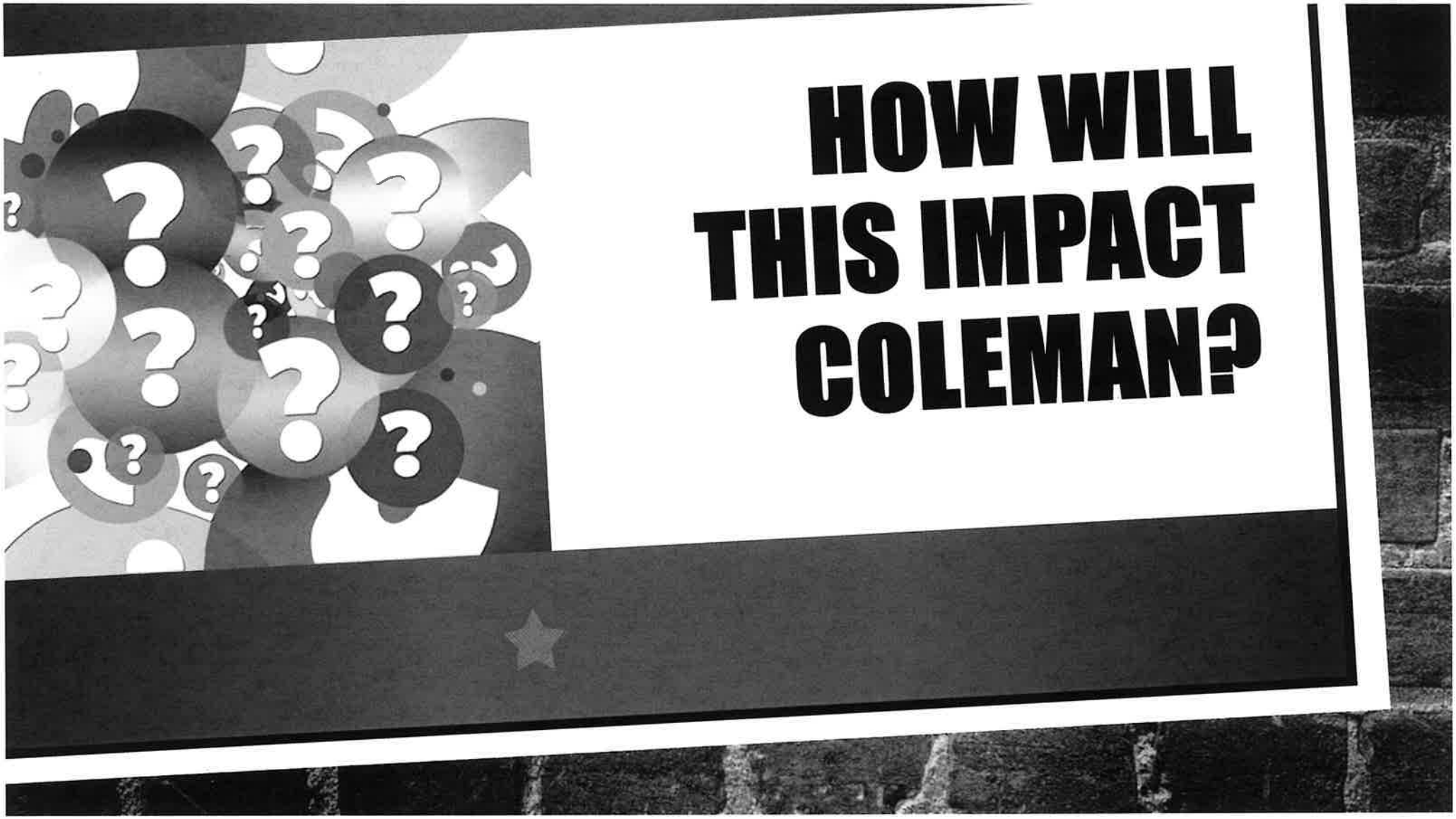
APRIL 2020 REVENUE FROM MAJOR TAXES



APRIL 2020 REVENUE FROM MAJOR TAXES

Hotel occupancy tax-$24 million, down 63 percent from April 2019, deepest drop in data going back to 1990.

Alcoholic beverage taxes-$57 million, down 55 percent from April 2019. Declines were driven by mixed beverage gross receipts and sales taxes, both of which were down more than 58 percent. Excise taxes on beer were up 16 percent from April 2019, while wine excise taxes were up 9 percent from April 2019.


HOW WILL
THIS IMPACT
COLEMAN?

EDC SURVEY RESULTS

NUMBER DISTRIBUTED	NUMBER RETURNED	PERCENTAGE OF RESPONSES
115	28	24%

SURVEY ANSWERS

STATUS AT TIME OF SURVEY

BUSINESS AS USUAL	LIMITED	CLOSED
10	12	6

ECONOMIC IMPACT

Businesses with reduced hours – 13

Average estimated loss in revenue or income - $52,570.83

Businesses that applied for EIDL or PPP - 18

COMMENTS ABOUT CHALLENGES

TOO EARLY TO TELL

LODGING CAME TO A COMPLETE HALT

TAXES

RENT

INVENTORY SITTING STILL

COMMENTS ABOUT CHALLENGES

SERVICES ARE LIMITED

DISCRETIONARY INCOME IS TIGHT

SAFETY IS A PRIORITY

ONLINE SALES

PPE AVAILABILITY

GROUP SIZE LIMITS BEING OPENED

WHAT'S UNKNOWN

- THOUGH SALES TAX MAKES UP A SOMEWHAT SMALLER SHARE OF THE TYPICAL CITY BUDGET, IT'S STILL A VITAL COMPONENT. THE MAY & JUNE SALES TAX FIGURES WILL GIVE US A BETTER INDICATION OF THE SHORT TERM OUTLOOK.

BUSINESSES MATTER

- OUR ULTIMATE GOAL IS TO FOCUS ON BUSINESS RETENTION/EXPANSION AND TO ASSIST WHERE NEEDED AS WE ALL TRY TO NAVIGATE THE SOFT OPENING OF THE TEXAS AND NATIONAL ECONOMY.

UNCHARTED WATERS

City of Coleman
City Council
Agenda Memo

City Council Meeting Date: **May 21, 2020**
Department: **Administration**
Presented by: **Diana Lopez, City Manager**
Prepared by: **Diana Lopez, City Manager**
SUBJECT: **Agenda Item No. 12**

AGENDA ITEM:
Discuss, consider, and act upon a Resolution of the City of Coleman authorizing the filing of a grant application to the Office of the Governor -Texas Division of Emergency Management for the Coronavirus Relief Fund (CRF); authorizing the City Manager as the official representative to act in connection with the application including understandings of the application process; and to provide such additional information that may be required to include applying for, accepting, rejecting, altering, or terminating the grant on behalf of the City; providing assurances that in the event of loss or misuse of the grant funds the City will return all funds to the Office of the Governor.

RECOMMENDED MOTION:
Motion to approve the Resolution authorizing the submission of a grant application to the Office of the Governor for the Coronavirus Relief Fund

NARRATIVE:
Under the CARES Act, the Coronavirus Relief Fund (CRF) is to be used to make payments for specified uses to states and local governments. The total CRF funding allocated to the state of Texas is approximately $11 billion. The U.S. Treasury managed the initial distribution of these funds to states and jurisdictions with populations above 500,000. These 18 Texas jurisdictions (Austin, Bexar County, Collin County, Dallas County, Dallas, Denton County, El Paso County, El Paso, Fort Bend County, Fort Worth, Harris County, Hidalgo County, Houston, Montgomery County, San Antonio, Tarrant County, Travis County and Williamson County) received their allocation of the $11 billion directly from the Treasury.

CRF Funding Breakdown

Texas Received: $11.24 billion
Texas Jurisdictions w/Direct U.S. Treasury Payments (Populations 500,000+): $3.2 billion
Texas Jurisdictions (Not receiving direct U.S. Treasury Payments): $1.85 billion
All allocations are population based with the largest funding amounts going to those jurisdictions with the largest populations.

The City of Coleman is a jurisdiction that did not receive direct US Treasure Payments.

The state is now making funds available for eligible expenses to the jurisdictions not included in the 18 jurisdictions listed above. Distribution of funds is based on a calculation of $55 per capita.
The Texas Division of Emergency Management (TDEM) will manage the distribution of funds, review of expenses and reimbursement. Initially, each eligible jurisdiction will receive an immediate distribution of 20 percent (20%) of the allocations listed in this document. The remainder of the allocation will be reimbursement based. Jurisdictions will submit documentation to TDEM and request reimbursement.
Under Section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act, these funds may only be used to cover costs that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the state or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

Note: A cost is "incurred" when the responsible unit of government has expended funds to cover the cost.

Categories of Eligible Expenditures

1. Medical expenses
2. Public health expenses
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
4. Expenses of actions to facilitate compliance with COVID-19 related public health measures.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency.
6. Any other COVID-19 – related expenses reasonably necessary to the function of government that satisfy the fund's eligibility criteria.

The breakdown for Coleman County is as follows:

	Est Pop Jan 2019	Relative Pop	$55/Capita	20% Allocation
Coleman County	8175	2555	$140,636	$28,105
Coleman	4432	4432	$243,760	$48,752
Novice	137	137	$7,535	$1,507
Santa Anna	1051	1051	$57,805	$11,561

To start the process to receive the initial payment, the County Judge or the Mayor must review, agree, and sign the terms and conditions provided by TDEM.

I have reached out to the County Judge to determine his plan of action for the County, and determine if the County was going to take the lead on this process or if each individual entity would be responsible for applying for and receiving their allocation. He is indicating that each jurisdiction will need to apply for funds and be responsible for their individual process.

A resolution, motion or similar action needs to be adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

Mayor will be required to review, agree, and sign the terms and conditions to receive the initial 20% allocation. The resolution will identify the City Manager as the official representative to act in connection with the application including understandings of the application process; and to provide such additional information that may be required to include applying for, accepting, rejecting, altering, or terminating the grant on behalf of the City; providing assurances that in the event of loss or misuse of the grant funds the City will return all funds to the Office of the Governor.

ATTACHMENTS:

Letter from Governor Abbott
CRF Terms and Conditions
Resolution – pending legal review

STATE OF TEXAS

May 11, 2020

Dear County and City Leaders:

Thank you for your continued work to combat the coronavirus and address the ancillary effects of that fight in your communities. These are tremendously difficult times for all Texans. Please know that the elected representatives in your state government are working continuously to protect the health and safety of this state, mitigate the economic ramifications of COVID-19, and build a path towards recovery.

As you are keenly aware, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide much needed resources to help governments, businesses, and individuals respond to the current pandemic. President Trump signed the CARES Act into law and his administration continues to provide guidance on the numerous avenues of federal funding the legislation provides. Within the CARES Act, the Coronavirus Relief Fund (CRF) was created to provide financial resources to state and local governments. As it relates to the CRF, Texas has received approximately $11.24 billion from the United States Department of Treasury (Treasury) for direct coronavirus related expenses based on the funding formula provided in the CARES Act.

Consistent with the CARES Act, 45 percent of the total $11.24 billion state allocation—approximately $5.06 billion—will be made available to local governments. Of that $5.06 billion, Treasury has directly sent just over $3.2 billion to the six cities and 12 counties in Texas with a population greater than 500,000. That leaves approximately $1.85 billion that the state can make available to the cities and counties in the rest of the state.

Counties below 500,000 population and the Cities within them

The 242 counties, and each of the cities within those counties, that did not receive direct allocations from Treasury are eligible to apply to the state for a per capita allocation from the $1.85 billion. Cities with a population less than 500,000 located in counties with a population exceeding 500,000 are addressed later in this letter. County allocations will be calculated based on the population in the unincorporated areas of the county. We encourage cities and counties to work together to address expenses that cross jurisdictional lines.

The first allocation from the $1.85 billion in local funds will be made available to these cities and counties on a $55 per capita allotment. Twenty percent of each jurisdiction's allocation will be available immediately upon certification to the State that grant terms will be followed. Importantly, Treasury has provided strict guidelines for local governments to receive funds. Treasury affirmed that the State can transfer funds to local governments "provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act." Treasury has also instructed that "funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure." Also, all costs must be incurred before December 30, 2020, to qualify for funding.

Once jurisdictions provide documentation on the initial funding, they will then be able to access the remainder of their allocation on a reimbursement basis. The unallocated funds will be reserved for local expenses as future outbreaks and the long-term impacts of COVID-19 are better known.

Cities below 500,000 population within Counties exceeding 500,000 population

The direct Treasury disbursements to the 12 counties were calculated based on their population, less the total population inside cities larger than 500,000 that reside within those counties. In the same way that cities and counties across the rest of the state will be provided funding on a per capita basis, and are encouraged to work together to address expenses that cross jurisdictional lines, the 12 counties that received direct funding from Treasury based on the total number of residents in their counties (excluding those in the six largest cities) are expected to use their funds to address expenses incurred by incorporated areas with a population less than 500,000 that are located in those counties as well as the needs of residents in unincorporated areas of those counties. Each of the incorporated areas located in a county that received a direct allocation from Treasury should seek funding for COVID-19 expenses directly from that county.

How to Apply

The Texas Division of Emergency Management (TDEM) will administer the reimbursement process for the CRF. TDEM is partnering with Texas A&M AgriLife Extension to provide individual assistance to each of you throughout the process, and that work is already underway. All of the information to apply for the CRF, as well as guidance about eligible uses, can be found at the following website: www.tdem.texas.gov/crf. Questions can also be emailed to TDEM at CRF@tdem.texas.gov.

Thank you again for your work on behalf of your residents. All Texans expect government to work in a unified fashion to address this unprecedented situation, and we will continue to do so. We understand there will be numerous questions, and we are committed to working through them with you. In the meantime, please refer to the TDEM website for guidance.

Sincerely,

Governor Greg Abbott

Lt. Governor Dan Patrick

Speaker Dennis Bonnen

Senator Jane Nelson
Chair, Senate Finance Committee

Representative Giovanni Capriglione
Chair, House Appropriations Committee

Senator Juan Chuy Hinojosa
Vice-Chair, Senate Finance Committee

Representative Oscar Longoria
Vice-Chair, House Appropriations Committee

CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

TEXAS DIVISION OF EMERGENCY MANAGEMENT

MAY 11, 2020

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

These requirements are in addition to those that can be found within the Grant Management System (GMS), to which grantees agreed to when accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

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1 Grant Agreement Requirements and Conditions

1.1 Applicability of Grant Agreement and Provisions

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 Legal Authority to Apply

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 Grant Acceptance

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by the Texas Division of Emergency Management (TDEM).

1.4 Project Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The specific performance period for this grant is listed on the Notice of Subrecipient Grant Award. All expenditures must be incurred, and all services must be received within the performance period. TDEM will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

1.5 General Responsibility

Per the CARES Act, CRF grant funds may only be used to cover expenses that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 for the state or government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf

https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf

The subrecipient agrees that a minimum of 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit E, which is attached hereto and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with TDEM administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

TDEM and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. TDEM and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of TDEM is void unless a written amendment to this Grant Agreement is first executed and documented in GMS. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of TDEM in excess of the "Maximum Liability of the TDEM" as set forth in the Notice of Subrecipient Grant Award.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in GMS to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Jurisdictional Cooperation

A municipality may yield any portion of its allocated funds to the county within which it exists or a county may yield any portion of its allocated funds to a municipality within its footprint for eligible expenses. This may be accomplished in one of the following ways:

1. By a grant amendment, as described in section 1.6, where by funds are deobligated from the original subrecipient and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award.
2. A subrecipient may use funds pursuant to this agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the public health emergency. The subrecipient is responsible for ensuring subcontractor eligibility and maintaining all required documentation.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, TDEM, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that TDEM will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to TDEM, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to TDEM or State of Texas. The grantee will cooperate with TDEM in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If TDEM determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, TDEM, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by TDEM;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of TDEM;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;

10. Withholding further awards; or

11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless TDEM expressly authorizes them in the notice of suspension or termination or subsequently.

TDEM, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then TDEM may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to TDEM under this grant agreement and applicable law. False statements or claims made in connection with TDEM grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by a member of The A&M System, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

1.12 Fraud, Waste, and Abuse

The grantee understands that TDEM does not tolerate any type of fraud, waste, or misuse of funds received from TDEM. TDEM's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, TDEM policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from TDEM that is made against the grantee, the grantee is required to immediately notify TDEM of said allegation or finding and to continue to inform TDEM of the status of any such on-going investigations. The grantee must also promptly refer to TDEM any credible evidence that a principal,

employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify TDEM in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify TDEM in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to TDEM.

1.13 Termination of the Agreement

TDEM may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against TDEM, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, TDEM may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

TDEM and grantee may mutually agree to terminate this Grant Agreement. TDEM in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by TDEM, grantee shall continue to be obligated to TDEM for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, TDEM's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by TDEM in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.14 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by TDEM as an agency of the State of Texas, its officers, regents, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that TDEM or the State of Texas may have by operation of law.

1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by TDEM, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TDEM and grantee to attempt to resolve any claim for breach of contract made by the grantee that cannot be resolved in the ordinary course of business. Grantee shall submit written notice of a claim of breach of contract under this Chapter to the Chief of TDEM, who shall examine the grantee's claim and any counterclaim and negotiate with grantee in an effort to resolve the claim.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any TDEM-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by TDEM in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TDEM and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of TDEM.

1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, _.14, which are attached hereto and incorporated for all purposes as Exhibit A.

1.18 System for Award Management (SAM) Requirements

A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or

receipt of final payment, whichever is later, as required by 2 CFR Part 25.

B. The grantee will comply with Executive Orders 12549 and 12689 that requires "a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)", in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor's status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.

C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government's terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.20 Notice

Notice may be given to the grantee via GMS, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in GMS.

1.21 Force Majeure

Neither the grantee nor TDEM shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.22 Debt to State

The grantee certifies, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.23 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

1.24 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.25 E-Verify

By entering into this Grant Agreement, grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.26 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.27 Clean Air Act

The following is only applicable if the amount of the contract exceeds $150,000.

a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. Grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Federal Water Pollution Control Act

a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. Grantee agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.29 Suspension and Debarment

a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2C.F.R. Sec. 180.995), or its

affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).

b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by TDEM. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to TDEM, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.30 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.31 Procurement of Recovered Materials

a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –

(i) Competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) Meeting contract performance requirements; or

(iii) At a reasonable price.

b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

1.32 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by TDEM. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from

the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to TDEM upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or TDEM, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of $5,000 or greater. The equipment and inventory procedures include:

A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to TDEM at all times upon request.

B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price ofthe property.

C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), TDEM, and the State

Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, TDEM, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 Single Audit Requirements

Any grantee expending $750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantees expending more than $750,000 in state funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at https://comptroller.texas.gov/purchasing/docs/ugms.pdf.The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

3.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to TDEM a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of TDEM.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, TDEM, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by TDEM within the time period specified by TDEM and to the satisfaction of TDEM, at the sole cost of the grantee. The grantee shall provide to TDEM periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 Records Retention

A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from TDEM under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.

B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.

   1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.

   2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.

   3. TDEM may direct a grantee to retain documents for longer periods of time or to transfer certain records to TDEM or federal custody when it is determined that the records possess long term

retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.

B. Damages covered by insurance.

C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.

E. Reimbursement to donors for donated items or services.

F. Workforce bonuses other than hazard pay or overtime.

G. Severance pay.

H. Legal settlements.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for "political" activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.

B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.

C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.

D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of

a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to TDEM prior to receiving any payments. The direct deposit form is currently available at https://grants.tdem.texas.gov/.

5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Payment of funds on projects may be initiated by the grantee through a Request for Reimbursement (RFR) in GMS.

Grantee may initiate an Advance of Funds Request (AFR) through GMS for an initial cash advance to cover actual costs incurred or up to 20% of their total allocation, whichever is larger.

Additional advances or reimbursement requests may be requested following full reporting to TDEM of expenses incurred and applied against the initial and/or any subsequent advance payments.

If sufficient progress is not made towards expenditure of advanced funds and/or the grantee fails to meet financial reporting obligations, TDEM may implement sanctions as necessary up to and including grant termination.

All documentation for expenditures paid during the project period must be submitted to TDEM on or before the grant liquidation date.

5.3 Financial Reporting

Financial reports must be submitted to TDEM on a quarterly basis via GMS but can be submitted more often as necessary to draw down funds.

The final financial report must be submitted to TDEM on or before the grant liquidation date or the grant funds may lapse and TDEM will provide them as grants to other eligible jurisdictions.

5.4 Reimbursements

TDEM will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. TDEM is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.5 Refunds and Deductions

If TDEM determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to TDEM the amount identified by TDEM as an overpayment. The grantee shall refund any overpayment to TDEM within thirty (30) calendar days of the receipt of the notice of the overpayment from TDEM unless an alternate payment plan is specified by TDEM. Refunds may be remitted to: Texas Division of Emergency Management, P.O. Box 15467, Austin, Texas 78761.

5.6 Recapture of Funds

The discretionary right of TDEM to terminate for convenience under Section 1.13 notwithstanding, TDEM shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by TDEM: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.7 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to TDEM.

5.8 Project Close Out

TDEM will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that TDEM paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

EXHIBIT A - State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the grantee's governing body or of the grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the grantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).

15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.

16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.

20. Shall 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 residential structures.

21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.

22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.

23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.

24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at https://www.sam.gov/portal/public/SAM/.

25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the County Judge, Mayor or City Manager of _____ ("County"/"Municipality"), and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management, and the Texas State Auditor's Office, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
    a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
    b. were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
    c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____

Signature:_____

Title:_____

Date:_____

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ State of Texas Assurances, hereinafter referred to as "Exhibit A"

_____ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

_____ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the County Judge, Mayor or City Manager of _____ ("County"/"Municipality"), and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management, and the Texas State Auditor's Office, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
    a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
    b. were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
    c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

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

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

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____

Signature: _____

Title: _____

Date: _____

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ State of Texas Assurances, hereinafter referred to as "Exhibit A"

_____ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

_____ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

By: _____

Signature: _____

Title: _____

Date: _____

Coronavirus Relief Fund
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

The purpose of this document is to provide guidance to recipients of the funding available under section 601(a) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"). The CARES Act established the Coronavirus Relief Fund (the "Fund") and appropriated $150 billion to the Fund. Under the CARES Act, the Fund is to be used to make payments for specified uses to States and certain local governments; the District of Columbia and U.S. Territories (consisting of the Commonwealth of Puerto Rico, the United States Virgin Islands, Guam, American Samoa, and the Commonwealth of the Northern Mariana Islands); and Tribal governments.

The CARES Act provides that payments from the Fund may only be used to cover costs that—

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.[1]

The guidance that follows sets forth the Department of the Treasury's interpretation of these limitations on the permissible use of Fund payments.

Necessary expenditures incurred due to the public health emergency

The requirement that expenditures be incurred "due to" the public health emergency means that expenditures must be used for actions taken to respond to the public health emergency. These may include expenditures incurred to allow the State, territorial, local, or Tribal government to respond directly to the emergency, such as by addressing medical or public health needs, as well as expenditures incurred to respond to second-order effects of the emergency, such as by providing economic support to those suffering from employment or business interruptions due to COVID-19-related business closures.

Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Although a broad range of uses is allowed, revenue replacement is not a permissible use of Fund payments.

The statute also specifies that expenditures using Fund payments must be "necessary." The Department of the Treasury understands this term broadly to mean that the expenditure is reasonably necessary for its intended use in the reasonable judgment of the government officials responsible for spending Fund payments.

Costs not accounted for in the budget most recently approved as of March 27, 2020

The CARES Act also requires that payments be used only to cover costs that were not accounted for in the budget most recently approved as of March 27, 2020. A cost meets this requirement if either (a) the cost cannot lawfully be funded using a line item, allotment, or allocation within that budget *or* (b) the cost

[1] *See* Section 601(d) of the Social Security Act, as added by section 5001 of the CARES Act.

is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation.

The "most recently approved" budget refers to the enacted budget for the relevant fiscal period for the particular government, without taking into account subsequent supplemental appropriations enacted or other budgetary adjustments made by that government in response to the COVID-19 public health emergency. A cost is not considered to have been accounted for in a budget merely because it could be met using a budgetary stabilization fund, rainy day fund, or similar reserve account.

Costs incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

A cost is "incurred" when the responsible unit of government has expended funds to cover the cost.

Nonexclusive examples of eligible expenditures

Eligible expenditures include, but are not limited to, payment for:

1. Medical expenses such as:
    - COVID-19-related expenses of public hospitals, clinics, and similar facilities.
    - Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
    - Costs of providing COVID-19 testing, including serological testing.
    - Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
    - Expenses for establishing and operating public telemedicine capabilities for COVID-19-related treatment.
2. Public health expenses such as:
    - Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
    - Expenses for acquisition and distribution of medical and protective supplies, including sanitizing products and personal protective equipment, for medical personnel, police officers, social workers, child protection services, and child welfare officers, direct service providers for older adults and individuals with disabilities in community settings, and other public health or safety workers in connection with the COVID-19 public health emergency.
    - Expenses for disinfection of public areas and other facilities, *e.g.*, nursing homes, in response to the COVID-19 public health emergency.
    - Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
    - Expenses for public safety measures undertaken in response to COVID-19.
    - Expenses for quarantining individuals.
3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

4. Expenses of actions to facilitate compliance with COVID-19-related public health measures, such as:
    - Expenses for food delivery to residents, including, for example, senior citizens and other vulnerable populations, to enable compliance with COVID-19 public health precautions.
    - Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
    - Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
    - Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
    - COVID-19-related expenses of maintaining state prisons and county jails, including as relates to sanitation and improvement of social distancing measures, to enable compliance with COVID-19 public health precautions.
    - Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, such as:
    - Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures.
    - Expenditures related to a State, territorial, local, or Tribal government payroll support program.
    - Unemployment insurance costs related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Nonexclusive examples of ineligible expenditures[2]

The following is a list of examples of costs that would *not* be eligible expenditures of payments from the Fund.

1. Expenses for the State share of Medicaid.[3]
2. Damages covered by insurance.
3. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

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[2] In addition, pursuant to section 5001(b) of the CARES Act, payments from the Fund may not be expended for an elective abortion or on research in which a human embryo is destroyed, discarded, or knowingly subjected to risk of injury or death. The prohibition on payment for abortions does not apply to an abortion if the pregnancy is the result of an act of rape or incest; or in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. Furthermore, no government which receives payments from the Fund may discriminate against a health care entity on the basis that the entity does not provide, pay for, provide coverage of, or refer for abortions.

[3] *See* 42 C.F.R. § 433.51 and 45 C.F.R. § 75.306.

4. Expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds.
5. Reimbursement to donors for donated items or services.
6. Workforce bonuses other than hazard pay or overtime.
7. Severance pay.
8. Legal settlements.

Coronavirus Relief Fund
Frequently Asked Questions
Updated as of May 4, 2020

The following answers to frequently asked questions supplement Treasury's Coronavirus Relief Fund ("Fund") Guidance for State, Territorial, Local, and Tribal Governments, dated April 22, 2020, ("Guidance").[1] Amounts paid from the Fund are subject to the restrictions outlined in the Guidance and set forth in section 601(d) of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

Eligible Expenditures

Are governments required to submit proposed expenditures to Treasury for approval?

No. Governments are responsible for making determinations as to what expenditures are necessary due to the public health emergency with respect to COVID-19 and do not need to submit any proposed expenditures to Treasury.

The Guidance says that funding can be used to meet payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. How does a government determine whether payroll expenses for a given employee satisfy the "substantially dedicated" condition?

The Fund is designed to provide ready funding to address unforeseen financial needs and risks created by the COVID-19 public health emergency. For this reason, and as a matter of administrative convenience in light of the emergency nature of this program, a State, territorial, local, or Tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise.

The Guidance says that a cost was not accounted for in the most recently approved budget if the cost is for a substantially different use from any expected use of funds in such a line item, allotment, or allocation. What would qualify as a "substantially different use" for purposes of the Fund eligibility?

Costs incurred for a "substantially different use" include, but are not necessarily limited to, costs of personnel and services that were budgeted for in the most recently approved budget but which, due entirely to the COVID-19 public health emergency, have been diverted to substantially different functions. This would include, for example, the costs of redeploying corrections facility staff to enable compliance with COVID-19 public health precautions through work such as enhanced sanitation or enforcing social distancing measures; the costs of redeploying police to support management and enforcement of stay-at-home orders; or the costs of diverting educational support staff or faculty to develop online learning capabilities, such as through providing information technology support that is not part of the staff or faculty's ordinary responsibilities.

Note that a public function does not become a "substantially different use" merely because it is provided from a different location or through a different manner. For example, although developing online

[1] The Guidance is available at https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf.

instruction capabilities may be a substantially different use of funds, online instruction itself is not a substantially different use of public funds than classroom instruction.

May a State receiving a payment transfer funds to a local government?

Yes, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act. Such funds would be subject to recoupment by the Treasury Department if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

May a unit of local government receiving a Fund payment transfer funds to another unit of government?

Yes. For example, a county may transfer funds to a city, town, or school district within the county and a county or city may transfer funds to its State, provided that the transfer qualifies as a necessary expenditure incurred due to the public health emergency and meets the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, a transfer from a county to a constituent city would not be permissible if the funds were intended to be used simply to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

Is a Fund payment recipient required to transfer funds to a smaller, constituent unit of government within its borders?

No. For example, a county recipient is not required to transfer funds to smaller cities within the county's borders.

Are recipients required to use other federal funds or seek reimbursement under other federal programs before using Fund payments to satisfy eligible expenses?

No. Recipients may use Fund payments for any expenses eligible under section 601(d) of the Social Security Act outlined in the Guidance. Fund payments are not required to be used as the source of funding of last resort. However, as noted below, recipients may not use payments from the Fund to cover expenditures for which they will receive reimbursement.

Are there prohibitions on combining a transaction supported with Fund payments with other CARES Act funding or COVID-19 relief Federal funding?

Recipients will need to consider the applicable restrictions and limitations of such other sources of funding. In addition, expenses that have been or will be reimbursed under any federal program, such as the reimbursement by the federal government pursuant to the CARES Act of contributions by States to State unemployment funds, are not eligible uses of Fund payments.

Are States permitted to use Fund payments to support state unemployment insurance funds generally?

To the extent that the costs incurred by a state unemployment insurance fund are incurred due to the COVID-19 public health emergency, a State may use Fund payments to make payments to its respective state unemployment insurance fund, separate and apart from such State's obligation to the unemployment insurance fund as an employer. This will permit States to use Fund payments to prevent expenses related to the public health emergency from causing their state unemployment insurance funds to become insolvent.

Are recipients permitted to use Fund payments to pay for unemployment insurance costs incurred by the recipient as an employer?

Yes, Fund payments may be used for unemployment insurance costs incurred by the recipient as an employer (for example, as a reimbursing employer) related to the COVID-19 public health emergency if such costs will not be reimbursed by the federal government pursuant to the CARES Act or otherwise.

The Guidance states that the Fund may support a "broad range of uses" including payroll expenses for several classes of employees whose services are "substantially dedicated to mitigating or responding to the COVID-19 public health emergency." What are some examples of types of covered employees?

The Guidance provides examples of broad classes of employees whose payroll expenses would be eligible expenses under the Fund. These classes of employees include public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency. Payroll and benefit costs associated with public employees who could have been furloughed or otherwise laid off but who were instead repurposed to perform previously unbudgeted functions substantially dedicated to mitigating or responding to the COVID-19 public health emergency are also covered. Other eligible expenditures include payroll and benefit costs of educational support staff or faculty responsible for developing online learning capabilities necessary to continue educational instruction in response to COVID-19-related school closures. Please see the Guidance for a discussion of what is meant by an expense that was not accounted for in the budget most recently approved as of March 27, 2020.

In some cases, first responders and critical health care workers that contract COVID-19 are eligible for workers' compensation coverage. Is the cost of this expanded workers compensation coverage eligible?

Increased workers compensation cost to the government due to the COVID-19 public health emergency incurred during the period beginning March 1, 2020, and ending December 30, 2020, is an eligible expense.

If a recipient would have decommissioned equipment or not renewed a lease on particular office space or equipment but decides to continue to use the equipment or to renew the lease in order to respond to the public health emergency, are the costs associated with continuing to operate the equipment or the ongoing lease payments eligible expenses?

Yes. To the extent the expenses were previously unbudgeted and are otherwise consistent with section 601(d) of the Social Security Act outlined in the Guidance, such expenses would be eligible.

May recipients provide stipends to employees for eligible expenses (for example, a stipend to employees to improve telework capabilities) rather than require employees to incur the eligible cost and submit for reimbursement?

Expenditures paid for with payments from the Fund must be limited to those that are necessary due to the public health emergency. As such, unless the government were to determine that providing assistance in the form of a stipend is an administrative necessity, the government should provide such assistance on a reimbursement basis to ensure as much as possible that funds are used to cover only eligible expenses.

May Fund payments be used for COVID-19 public health emergency recovery planning?

Yes. Expenses associated with conducting a recovery planning project or operating a recovery coordination office would be eligible, if the expenses otherwise meet the criteria set forth in section 601(d) of the Social Security Act outlined in the Guidance.

Are expenses associated with contact tracing eligible?

Yes, expenses associated with contract tracing are eligible.

To what extent may a government use Fund payments to support the operations of private hospitals?

Governments may use Fund payments to support public or private hospitals to the extent that the costs are necessary expenditures incurred due to the COVID-19 public health emergency, but the form such assistance would take may differ. In particular, financial assistance to private hospitals could take the form of a grant or a short-term loan.

May payments from the Fund be used to assist individuals with enrolling in a government benefit program for those who have been laid off due to COVID-19 and thereby lost health insurance?

Yes. To the extent that the relevant government official determines that these expenses are necessary and they meet the other requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance, these expenses are eligible.

May recipients use Fund payments to facilitate livestock depopulation incurred by producers due to supply chain disruptions?

Yes, to the extent these efforts are deemed necessary for public health reasons or as a form of economic support as a result of the COVID-19 health emergency.

Would providing a consumer grant program to prevent eviction and assist in preventing homelessness be considered an eligible expense?

Yes, assuming that the recipient considers the grants to be a necessary expense incurred due to the COVID-19 public health emergency and the grants meet the other requirements for the use of Fund payments under section 601(d) of the Social Security Act outlined in the Guidance. As a general matter, providing assistance to recipients to enable them to meet property tax requirements would not be an eligible use of funds, but exceptions may be made in the case of assistance designed to prevent foreclosures.

May recipients create a "payroll support program" for public employees?

Use of payments from the Fund to cover payroll or benefits expenses of public employees are limited to those employees whose work duties are substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May recipients use Fund payments to cover employment and training programs for employees that have been furloughed due to the public health emergency?

Yes, this would be an eligible expense if the government determined that the costs of such employment and training programs would be necessary due to the public health emergency.

May recipients use Fund payments to provide emergency financial assistance to individuals and families directly impacted by a loss of income due to the COVID-19 public health emergency?

Yes, if a government determines such assistance to be a necessary expenditure. Such assistance could include, for example, a program to assist individuals with payment of overdue rent or mortgage payments to avoid eviction or foreclosure or unforeseen financial costs for funerals and other emergency individual needs. Such assistance should be structured in a manner to ensure as much as possible, within the realm of what is administratively feasible, that such assistance is necessary.

The Guidance provides that eligible expenditures may include expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. What is meant by a "small business," and is the Guidance intended to refer only to expenditures to cover administrative expenses of such a grant program?

Governments have discretion to determine what payments are necessary. A program that is aimed at assisting small businesses with the costs of business interruption caused by required closures should be tailored to assist those businesses in need of such assistance. The amount of a grant to a small business to reimburse the costs of business interruption caused by required closures would also be an eligible expenditure under section 601(d) of the Social Security Act, as outlined in the Guidance.

The Guidance provides that expenses associated with the provision of economic support in connection with the public health emergency, such as expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures, would constitute eligible expenditures of Fund payments. Would such expenditures be eligible in the absence of a stay-at-home order?

Fund payments may be used for economic support in the absence of a stay-at-home order if such expenditures are determined by the government to be necessary. This may include, for example, a grant program to benefit small businesses that close voluntarily to promote social distancing measures or that are affected by decreased customer demand as a result of the COVID-19 public health emergency.

May Fund payments be used to assist impacted property owners with the payment of their property taxes?

Fund payments may not be used for government revenue replacement, including the provision of assistance to meet tax obligations.

May Fund payments be used to replace foregone utility fees? If not, can Fund payments be used as a direct subsidy payment to all utility account holders?

Fund payments may not be used for government revenue replacement, including the replacement of unpaid utility fees. Fund payments may be used for subsidy payments to electricity account holders to the extent that the subsidy payments are deemed by the recipient to be necessary expenditures incurred due to the COVID-19 public health emergency and meet the other criteria of section 601(d) of the Social Security Act outlined in the Guidance. For example, if determined to be a necessary expenditure, a government could provide grants to individuals facing economic hardship to allow them to pay their utility fees and thereby continue to receive essential services.

Could Fund payments be used for capital improvement projects that broadly provide potential economic development in a community?

In general, no. If capital improvement projects are not necessary expenditures incurred due to the COVID-19 public health emergency, then Fund payments may not be used for such projects.

However, Fund payments may be used for the expenses of, for example, establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity or improve mitigation measures, including related construction costs.

The Guidance includes workforce bonuses as an example of ineligible expenses but provides that hazard pay would be eligible if otherwise determined to be a necessary expense. Is there a specific definition of "hazard pay"?

Hazard pay means additional pay for performing hazardous duty or work involving physical hardship, in each case that is related to COVID-19.

The Guidance provides that ineligible expenditures include "[p]ayroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency." Is this intended to relate only to public employees?

Yes. This particular nonexclusive example of an ineligible expenditure relates to public employees. A recipient would not be permitted to pay for payroll or benefit expenses of private employees and any financial assistance (such as grants or short-term loans) to private employers are not subject to the restriction that the private employers' employees must be substantially dedicated to mitigating or responding to the COVID-19 public health emergency.

May counties pre-pay with CARES Act funds for expenses such as a one or two-year facility lease, such as to house staff hired in response to COVID-19?

A government should not make prepayments on contracts using payments from the Fund to the extent that doing so would not be consistent with its ordinary course policies and procedures.

Questions Related to Administration of Fund Payments

Do governments have to return unspent funds to Treasury?

Yes. Section 601(f)(2) of the Social Security Act, as added by section 5001(a) of the CARES Act, provides for recoupment by the Department of the Treasury of amounts received from the Fund that have not been used in a manner consistent with section 601(d) of the Social Security Act. If a government has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the Department of the Treasury.

What records must be kept by governments receiving payment?
A government should keep records sufficient to demonstrate that the amount of Fund payments to the government has been used in accordance with section 601(d) of the Social Security Act

May recipients deposit Fund payments into interest bearing accounts?

Yes, provided that if recipients separately invest amounts received from the Fund, they must use the interest earned or other proceeds of these investments only to cover expenditures incurred in accordance with section 601(d) of the Social Security Act and the Guidance on eligible expenses. If a government deposits Fund payments in a government's general account, it may use those funds to meet immediate cash management needs provided that the full amount of the payment is used to cover necessary

expenditures. Fund payments are not subject to the Cash Management Improvement Act of 1990, as amended.

May governments retain assets purchased with payments from the Fund?

Yes, if the purchase of the asset was consistent with the limitations on the eligible use of funds provided by section 601(d) of the Social Security Act.

What rules apply to the proceeds of disposition or sale of assets acquired using payments from the Fund?

If such assets are disposed of prior to December 30, 2020, the proceeds would be subject to the restrictions on the eligible use of payments from the Fund provided by section 601(d) of the Social Security Act.

Diana Lopez

From: Diana Lopez
Sent: Tuesday, May 12, 2020 9:52 AM
To: county.judge@yahoo.com; Tommy Sloan
Cc: James King; Jimmy Watson; jpearce@web-access.net
Subject: CARES Act - CRF - payment to local governments
Attachments: Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf; Counties_Cities_CRF_Final.pdf

Importance: High

Tracking:

Recipient	Delivery
county.judge@yahoo.com	
Tommy Sloan	
James King	Delivered: 05/12/2020 9:52 AM
Jimmy Watson	
jpearce@web-access.net	

Judge:

Please see attached letter from Governor Abbott regarding the financial resources available to state and local governments. After Texas received the $11.24 billion, $5.06 billion was allocated to cities and counties in Texas with a population greater than 500,000. The remaining $1.85 billion is available to cities and counties in the rest of the state. The state is now making funds available for eligible expenses to the jurisdictions. Distribution of funds is based on a calculation of $55 per capita, with 20% of the allocation available now.

To my understanding, Coleman County did not receive a direct payment under the terms of this funding; in order to do so, the Cities (Coleman, Novice, and Santa Anna) and County will need to work together on submitting the request for the allocation.

The breakdown for Coleman County is as follows:

	Est Pop Jan 2019	Relative Pop	$55/Capita	20% Allocation
Coleman County	8175	2555	$140,636	$28,105
Coleman	4432	4432	$243,760	$48,752
Novice	137	137	$7,535	$1,507
Santa Anna	1051	1051	$57,805	$11,561

To start the process to receive the initial payment, the County Judge or the Mayor must review, agree, and sign the terms and conditions provided by TDEM.

Will the county be taking the lead on this process, or will each individual entity be responsible for the process? Let me know when you have some time to discuss, so that we can map out a plan of action.

Thank You,
Diana L Lopez
City Manager
City of Coleman
(325) 625-5114 – Office

(325) 636-3621 – Cell

Committed to our Residents, **O**rganizational Pride, **L**eading by Example, **E**xcellent Customer Service,
Making a Difference, **A**ccountable for our actions, **N**ever settle for less – We are **COLEMAN**

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City of Coleman
City Council
Agenda Memo

City Council Meeting Date:	**May 21, 2020**
Department:	**Mayor/Council**
Presented by:	**Diana Lopez, City Manager**
Prepared by:	**Diana Lopez, City Manager**

SUBJECT: Agenda Item No. 13

AGENDA ITEM:

Hear status report from the City Manager regarding City Operations including: a) progress of City of Coleman Personnel Manuel and Accident Prevention Plan; b) receive update on Coleman County Appraisal District - City of Coleman Certified 2020 Estimate of Tax Values; c) receive update on 2020 Tree Maintenance Program for improvements to the distribution lines of the City of Coleman Electrical Utility; and d) receive update on the City of Coleman Municipal Airport Pavement Rehabilitation and Drainage Improvement Project.

City of Coleman
City Council
Agenda Memo

City Council Meeting Date: May 21, 2020
Department: Mayor/Council
Presented by:
Prepared by: Karen Langley, City Secretary

SUBJECT: Agenda Item No. 14

AGENDA ITEM:
Adjournment

Meeting Adjourned at _____