



Dr. Larry Wallace Jr., Mayor  
Deja Hill, Place 5, Mayor Pro Tem  
Emily Hill, Place 1  
Maria Amezcua, Place 2  
Dr. Christopher Harvey, Place 3  
Danny Scarbrough, Place 4  
Vacant, Place 6

**CITY COUNCIL  
REGULAR MEETING  
AGENDA**

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Wednesday, June 17, 2020

7:00 p.m.

Manor City Hall – Council Chambers  
105 E. Eggleston Street

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**CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**

**PLEDGE OF ALLEGIANCE**

**PRESENTATION**

Leadership Manor presented by Debbie Charbonneau, Community Development Manager

**PUBLIC COMMENTS**

Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three (3) minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please complete the speaker card and present it to the City Secretary prior to the meeting. **No Action May be Taken by the City Council During Public Comments**

**CONSENT AGENDA**

All of the following items on the Consent Agenda are considered to be self-explanatory by the Council and will be enacted with one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

- |   |                                      |
|---|--------------------------------------|
| 1. Consideration, discussion, and possible action to approve the City Council Minutes of the June 3, 2020, Regular Meeting.   | Lluvia T. Almaraz,<br>City Secretary |
| 2. Consideration, discussion, and possible action on the acceptance of the May 2020 Departmental Reports:   | Thomas Bolt,<br>City Manager         |
| <ul style="list-style-type: none"><li>• Police – Ryan Phipps, Chief of Police</li><li>• Development Services – Scott Dunlop, Asst. Dev. Services Director</li><li>• Community Development – Debbie Charbonneau, C.D. Manager</li><li>• Municipal Court – Sarah Friberg, Court Clerk</li><li>• Public Works – Michael Tuley, Director of Public Works</li><li>• Finance – Lydia Collins, Director of Finance</li></ul> |                                      |

## REGULAR AGENDA

- |   |                                       |
|---|---------------------------------------|
| 3. Consideration, discussion, and possible action on the 2020 Annual Service and Assessment Plan Update for Lagos Public Improvement District.  | Lydia Collins,<br>Director of Finance |
| 4. Consideration, discussion, and possible action on an award of a lease agreement for Manor Police vehicles.                                   | Lydia Collins,<br>Director of Finance |
| 5. Consideration, discussion, and possible action on an Interlocal Agreement with Travis County to submit for COVID-19 CARES Act reimbursement. | Lydia Collins,<br>Director of Finance |
| 6. Consideration, discussion, and possible action on a temporary Bocce Ball Court Fee.  | Thomas Bolt,<br>City Manager          |

## CITY MANAGER'S REPORTS

- St. David's Grant
- Law Enforcement Committee
- Emergency Management Committee

## MAYOR'S REPORT

- Economic Development Committee

## EXECUTIVE SESSION

The City Council will now convene into Executive Session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in:

*Section 551.074 Personnel Matters – Salaries*

## OPEN SESSION

The City Council will now reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action on item(s) discussed during Closed Executive Session.

## ADJOURNMENT

In addition to any executive session already listed above, the City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section §551.071 (Consultation with Attorney), §551.072 (Deliberations regarding Real Property), §551.073 (Deliberations regarding Gifts and Donations), §551.074 (Personnel Matters), §551.076 (Deliberations regarding Security Devices) and §551.087 (Deliberations regarding Economic Development Negotiations).

## CONFLICT OF INTEREST

*In accordance with Section 12.04 (Conflict of Interest) of the City Charter, "No elected or appointed officer or employee of the city shall participate in the deliberation or decision on any issue, subject or matter before the council or any board or commission, if the officer or employee has a personal financial or property interest, direct or indirect, in the issue, subject or matter that is different from that of the public at large. An interest arising from job duties, compensation or benefits payable by the city shall not constitute a personal financial interest."*

*Further, in accordance with Chapter 171, Texas Local Government Code (Chapter 171), no City Council member and no City officer may vote or participate in discussion of a matter involving a business entity or real property in which the City Council member or City officer has a substantial interest (as defined by Chapter 171) and action on the matter will have a special economic effect on the business entity or real property that is distinguishable from the effect on the general public. An affidavit disclosing the conflict of interest must be filled out and filed with the City Secretary before the matter is discussed.*

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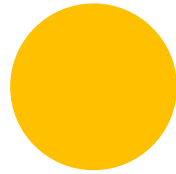
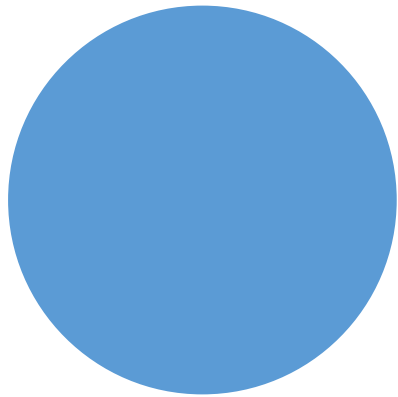
## POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Friday, June 12, 2020, by 5:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

/s/ Lluvia T. Almaraz, TRMC  
City Secretary for the City of Manor, Texas

## NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

*The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail [amaraz@cityofmanor.org](mailto:amaraz@cityofmanor.org)*



# LEADERSHIP MANOR

Debbie Charbonneau  
Community  
Development Manager

# WHAT IS LEADERSHIP MANOR?



- Leadership Manor is a program which identifies and develops talented and committed citizens who aspire to provide leadership in Manor's business and community activities. Leadership Manor develops leaders by providing quality, relevant leadership skills training to match the dynamic needs of the community.



- It explains the essential roles of Manor's governmental, education, economic, and cultural organizations and encourages participants to explore options for personal involvement and relationship building.

It creates opportunities for participants to form effective relationships with current, past and future leaders in the community. Finally, it facilitates the appointment of graduates to leadership roles within the City of Manor and other community organizations.



# CLASS SCHEDULE 2020 - 2021

- |               |  |         |  |
|---------------|--|---------|--|
| • August 12   | Orientation – City Hall                                  | • March | State Government                       |
| • September 9 | City Government – City Hall                              | • April | Education – Manor ISD                  |
| • October 14  | Medical – Baylor Scott & White                           | • May   | Class Presentations & Graduation - TBA |
| • November 18 | Development Services & Community Development – City Hall |         |  |
| • December 9  | History & Arts – City Hall                               |         |  |
| • January 13  | Travis County  |         |  |
| • February 10 | Ft. Hood   |         |  |

## PARTICIPANTS COMMITMENT

- The participants will sign a statement that they have reviewed the program schedule and cleared their calendar to participate in the Leadership Manor Program. They also commit to attending the orientation, all regular sessions, additional events, monthly interviews, and the graduation celebration.
- If selected, they will devote the time and resources necessary to complete the program. Even though emergencies to arise, any participant missing more than eight hours, for whatever reason, may be asked to withdraw from the program.



# TUITION AND APPLICATION FOR THE PROGRAM

- The program is open to everyone who either lives or works in Manor.
- Tuition is \$250.00 and must be paid for upon acceptance and is non-refundable.
- Participants must be 21 years of age or older.
- Applications must be filled out and return to the Community Development Department before the deadline.
- The tuition pays for the participants polo shirt, notebook, monthly lunches and transportation.
- Class size is limited to 20 participants.
- Applications are due by August 1, 2020.
- Class times are 8:00 a.m. – 5:00 p.m. Class times are subject to change.
- Return Application to Debbie Charbonneau, Community Development Manager for the City of Manor.  
dcharbonneau@cityofmanor.org



QUESTIONS?



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 17, 2020

**PREPARED BY:** Lluvia T. Almaraz, City Secretary

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to approve the City Council Minutes of the June 3, 2020, Regular Meeting.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

**ATTACHMENTS:** ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

June 3, 2020, Regular Meeting Minutes

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the City Council Minutes of the June 3, 2020, Regular Meeting.

**PLANNING & ZONING COMMISSION:** ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

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**CITY COUNCIL  
REGULAR SESSION MINUTES  
JUNE 3, 2020**

**PRESENT:**

Dr. Larry Wallace Jr., Mayor

**COUNCIL MEMBERS:**

Emily Hill, Place 1  
Maria Amezcua, Place 2  
Dr. Christopher Harvey, Place 3  
Danny Scarbrough, Place 4 (Absent)  
Deja Hill, Mayor Pro Tem, Place 5  
Vacant, Place 6

**CITY STAFF:**

Thomas Bolt, City Manager  
Lluvia T. Almaraz, City Secretary  
Ryan Phipps, Chief of Police  
Lydia Collins, Director of Finance  
Frank T. Phelan, P.E., City Engineer

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Wallace Jr. at 7:00 p.m. on Wednesday, June 3, 2020, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

At the request of Mayor Wallace Jr., Chief Phipps led the Pledge of Allegiance.

**PROCLAMATIONS**

**A. Declaring the month of June 2020, as “*LGBTQ<sup>+</sup>Month*”**

Mayor Wallace Jr. read and presented a proclamation declaring the month of June 2020, as “LGBTQ<sup>+</sup>Month” to Chief Phipps.

**B. Declaring the month of June 2020, as “Men’s Health Month”**

Mayor Wallace Jr. read and presented a proclamation declaring the month of June 2020, as “Men’s Health Month” to Chief Phipps.

**C. Declaring the month of June 2020, as “National PTSD Awareness Month”**

Mayor Wallace Jr. read and presented a proclamation declaring the month of June 2020, as “National PTSD Awareness Month” to Chief Phipps.

**D. Declaring the month of June 2020, as “National Safety Month”**

Mayor Wallace Jr. read and presented the month of June 2020, as “National Safety Month” to Chief Phipps.

**E. Declaring the month of June 2020, as “National Homeownership Month”**

Mayor Wallace Jr. read and presented the month of June 2020, as “National Homeownership Month” to Director of Finance Collins.

**PUBLIC COMMENTS**

Chief of Police Phipps spoke before City Council regarding the murder of George Floyd. He discussed his expectations from the Manor Police Department. Chief Phipps discussed the culture and dedication of law enforcement services the department had towards the community. He explained how Manor Police Officers train proactively to treat people fairly. He discussed the process for recruitment. Chief Phipps stated he was taking additional measures on training his officers in ethics, racial profiling, cultural diversity, hate and bias crimes, positional asphyxia, use of force and mentally illness response. In addition, he is requesting additional background investigation processes for police applicants looking further into personal history statements, racial or radical associations or detections. Chief Phipps plans to meet with all community members to understand their needs. Chief Phipps asked for the community to stand together with the police department and stated that we all wanted a safe community where everyone is given a fair shake at life, starting with trust.

Ambar Sandoval resident of Manor, Texas, spoke before City Council regarding the process of requesting open records for violations or complaints on officers of the Manor Police Department.

No one else appeared to speak at this time.

**CONSENT AGENDA**

- 1. Consideration, discussion, and possible action to approve the City Council Minutes of the May 20, 2020, Regular Meeting.**

2. **Second and Final Reading:** Consideration, discussion, and possible action on an ordinance rezoning Lots 4 and 5, Block 43, Town of Manor, locally known as 101 West Boyce Street from Single Family (SF-1) to Neighborhood Business (NB). Applicant: Michael Benitez Owner: AZ General Contractors, LLC

Ordinance No. 576: An Ordinance of the City of Manor, Texas, Amending the Zoning Ordinance by Rezoning a Parcel of Land From Single Family (SF-1) to Neighborhood Business (NB); Making Findings of Fact; and Providing for Related Matters.

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Emily Hill, to approve and adopt all items on the Consent Agenda.

Mayor Wallace Jr. open the floor for any questions to the motion.

Mayor Pro Tem Hill inquired if there were any modifications to the zoning request.

City Manager Bolt confirmed there were no changes.

There was no further discussion.

**Motion to approve carried 5-0**

## **REGULAR AGENDA**

3. **Consideration, discussion, and possible action on a Temporary Wholesale Wastewater Service Agreement with the Wilbarger Creek Municipal Utility District No. 2.**

The City staff recommended that the City Council approve the proposed Temporary Wholesale Wastewater Service Agreement.

City Engineer Phelan discussed the Temporary Wholesale Wastewater Service Agreement with Wilbarger Creek Municipal Utility District No. 2.

**MOTION:** Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Amezcua, to approve the proposed Temporary Wholesale Wastewater Service Agreement.

Mayor Wallace Jr. open the floor for any questions to the motion.

Council Member Dr. Harvey inquired about the rates.

The discussion was held regarding Section 6 – Wholesale Wastewater Rate of the agreement.

There was no further discussion.

**Motion to approve carried 5-0**

- 4. Consideration, discussion, and possible action on an award of a contract addendum for Design, Bidding and Construction Engineering services for the FM 973 Water Line - Water Capital Improvements Project W-31 and FM 973 Gravity Wastewater Main - Wastewater Capital Improvements Project CIP S-19.**

The City staff recommended that the City Council award a contract addendum to Jay Engineering Company, Inc. for Design, Bidding and Construction Engineering services for the FM 973 Water Line - Water Capital Improvements Project W-31 and FM 973 Gravity Wastewater Main - Wastewater Capital Improvements Project CIP S-19.

City Engineer Phelan discussed the award of contract addendum for FM 973 Water Line – Wastewater Capital Improvements Project CIP S-19.

**MOTION:** Upon a motion made by Council Member Dr. Harvey and seconded by Council Member Amezcua, to award a contract addendum to Jay Engineering Company, Inc. for Design, Bidding and Construction Engineering services for the FM 973 Water Line - Water Capital Improvements Project W-31 and FM 973 Gravity Wastewater Main - Wastewater Capital Improvements Project CIP S-19.

Mayor Wallace Jr. open the floor for any questions to the motion.

The discussion was held regarding the reimbursement amount for the project.

There was no additional discussion.

**Motion to approve carried 5-0**

- 5. Consideration, discussion, and possible action on an award of a contract for Court Collection Services for the City of Manor.**

The City staff recommended that the City Council award the bid proposal to Linebarger Attorneys at Law; and authorize the City Manager to sign and execute the contract once approved by the City Attorney.

At the direction of City Manager Bolt, Director of Finance Collins discussed the contract for Court Collection Services for the City of Manor and the two (2) proposals submitted.

**MOTION:** Upon a motion made by Mayor Pro Tem Deja Hill and seconded by Council Member Emily Hill, to award the bid to Linebarger Attorneys at Law; and authorize the City Manager to sign and execute the contract once approved by the City Attorney.

Mayor Wallace Jr. open the floor for any questions to the motion.

Council Member Dr. Harvey inquired about the difference on both proposals.

The discussion was held regarding Linebarger's facilities and customer service.

The discussion was held regarding the state court fees.

The discussion was held regarding the process of collection services.

There was no further discussion.

### **Motion to approve carried 5-0**

Mayor Wallace Jr. adjourned the regular session of the Manor City Council into Executive Session at 7:50 p.m. Wednesday, June 3, 2020, in accordance with the requirements of the Open Meetings Law.

Mayor Wallace Jr., abstained from discussion and consideration of the following item, as he recommended a candidate to apply. The appropriate Conflict of Interest Affidavit had been filled out and filed with the City Secretary.

Mayor Wallace Jr. removed himself from the dais.

### **EXECUTIVE SESSION**

The Manor City Council convened into executive session pursuant to the provisions of Chapter 551 Texas Government Code, in accordance with the authority contained in *Section 551.074 Personnel Matters - Interview Candidates for appointment to City Council, Place 6 vacancy* at 7:50 p.m., on Wednesday, June 3, 2020, City Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

The Executive Session was adjourned at 9:00 p.m. on Wednesday, June 3, 2020.

### **OPEN SESSION**

The City Council reconvened into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and took action on item(s) discussed during Closed Executive Session at 9:00 p.m. on Wednesday, June 3, 2020, in the Council Chambers of the Manor City Hall.

Mayor Pro Tem Deja Hill opened the floor for action to be taken on the items discussed in the Executive Session.

### **6. Take action as deemed appropriate in the City Council's discretion regarding the City Council, Place 6 vacancy.**

**MOTION:** Upon a motion made by Council Member Amezcua and seconded by Council Member Dr. Harvey to take no action.

Mayor Pro Tem Deja Hill open the floor for any questions to the motion.



There was no discussion.

**Motion to approve carried 4-0**

**ADJOURNMENT**

The Regular Session of the Manor City Council Adjourned at 9:00 p.m. on Wednesday, June 3, 2020.

These minutes approved by the Manor City Council on the 17<sup>th</sup> day of June 2020.

**APPROVED:**

\_\_\_\_\_  
Dr. Larry Wallace Jr.  
Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia T. Almaraz, TRMC  
City Secretary



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 17, 2020

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the acceptance of the May 2020 Departmental Reports.

**BACKGROUND/SUMMARY:**

- Police – Ryan Phipps, Chief of Police
- Development Services – Scott Dunlop, Asst. Development Services Director
- Community Development - Debbie Charbonneau, Community Development Manager
- Municipal Court – Sarah Friberg, Court Clerk
- Public Works – Mike Tuley, Director of Public Works
- Finance – Lydia Collins, Director of Finance

**PRESENTATION:** ☐ YES ☒ NO

**ATTACHMENTS:** ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

May 2020 Departmental Reports

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve and accept the May 2020 Departmental Reports.

**PLANNING & ZONING COMMISSION:** ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

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# Manor Police Department

## Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting:

6/17/2020

May 2020

Activity	Reported Month	Same month Prior year	Percentage difference		
Calls for Service	2747	1504	82.6↑	Patrol Car Rental	
Average CFS per day	88.6	48.5	82.6↑	Last Month	\$1,043
Open Cases	22	25	12↓	YTD	\$10,461
Charges Filed	49	54	9.2↓		
Alarm Responses	37	42	11.9↓		
Drug Cases	13	10	30↑		
Family Violence	15	19	21↓		
Arrests Fel/Misd	20Fel/29 Misd	19Fel/35 misd	5.2Fel↑/17.1↓ Misd		
Animal Control	10	52	80.7↓		
Traffic Accidents	16	61	73.7↓		
Impounds	88	54	62.9↑		
DWI Arrests	11	6	83.3↑		
Traffic Violations	870	423	105.6↑		
Ordinance Violations	52	29	79.3↑		
Total Victim cases	25	38	34.2↓		
Victims served	17	43	60.4↓		
Laboratory Submissions	4	0	400↑		

### Notes:

\*DNA- DATA NOT AVAILABLE

**DEVELOPMENT SERVICES DEPARTMENT REPORT**  
**PROJECT VALUATION AND FEE REPORT**

May 1-31, 2020

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	1	\$1,000.00	\$172.00	
Commercial Foundation	1	\$117,600.00	\$142.00	Auto Zone
Commercial Tenant Finish-Out	1	\$420,000.00	\$2,338.50	Whiskey Girl's Saloon
Residential Deck/Patio	6	\$22,000.00	\$1,205.00	
Residential Electric	5	\$14,650.15	\$535.00	
Residential Fence	2	\$1,186.24	\$249.00	
Residential Irrigation	31	\$63,134.78	\$3,317.00	
Residential Mechanical/HVAC	3	\$8,100.00	\$321.00	
Residential New	24	\$7,237,399.25	\$96,787.20	
Residential Plumbing	6	\$10,850.00	\$642.00	
Residential Swimming Pool/Spa	2	\$69,000.00	\$711.00	
Right of Way	1		\$300.00	
Totals	83	\$7,964,920.42	\$106,719.70	

Total Certificate of Occupancies Issued: 75

Total Inspections(Comm & Res): 1,264

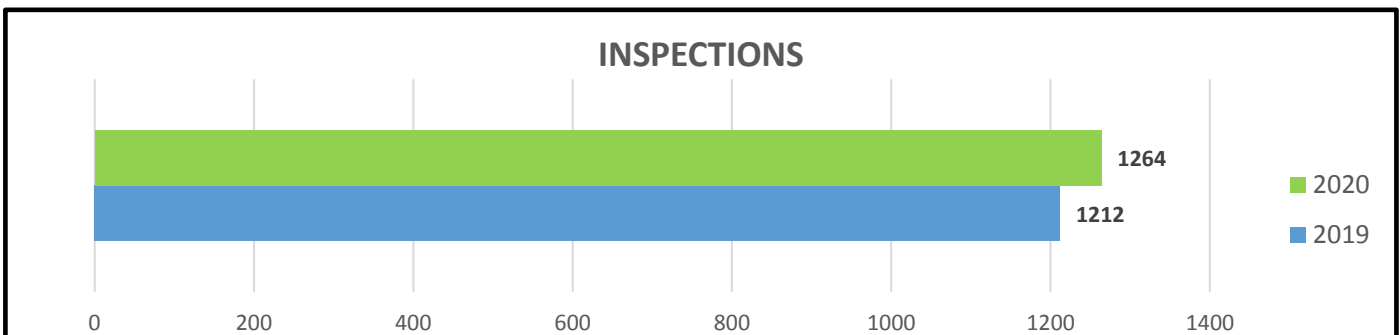
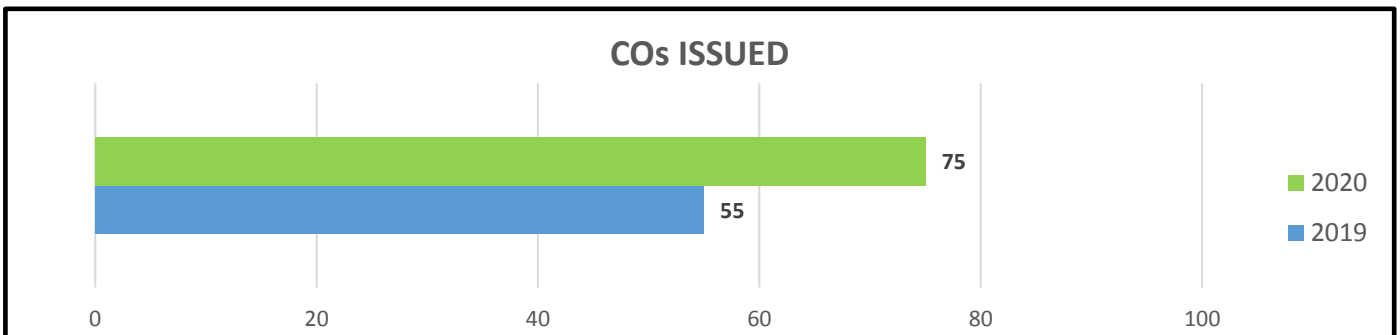
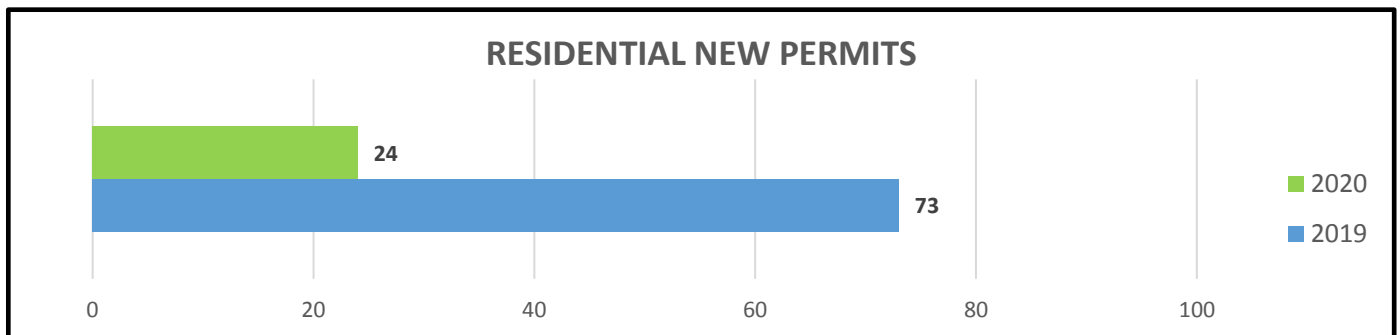
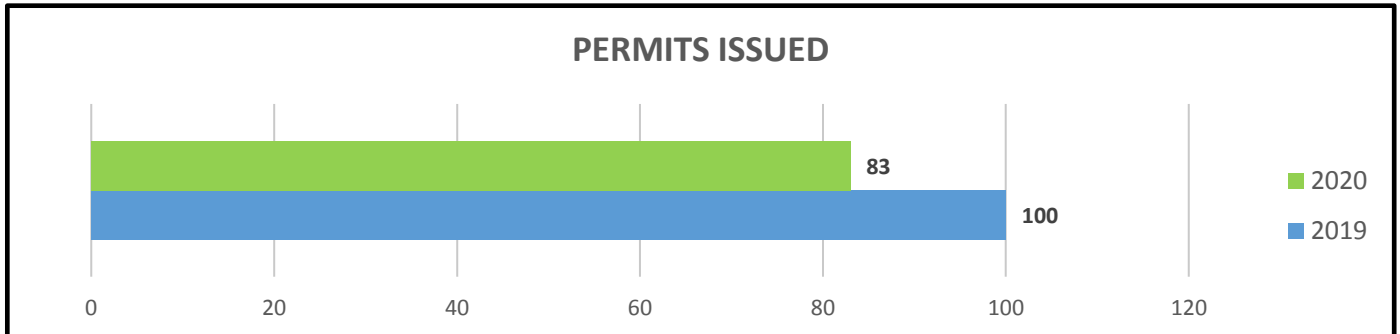
*Tom Bolt, City Manager*





*May 2020*

DEPARTMENT OF DEVELOPMENT SERVICES  
THOMAS BOLT, DIRECTOR





# MEMO

To: Mayor and City Council Members  
From: Debbie Charbonneau, Community Development Manager  
Date: June 17, 2020  
RE: **May Monthly Report**

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## **COMMUNITY MEETINGS**

### **BUSINESS CONTACTS**

Say It With Lawn Letters  
Aiki Healing  
Maxine's Gumbo House  
Libation Station  
USG  
Butler Brothers Odd Jobs  
Manor Chamber of Commerce  
Manor Arts Council  
Kelly Sims Dance  
Alex Ponce

### **EVENTS**

Women Innovators in Redevelopment Webinar.  
National Main Street Connect with Customers and how to Manage Business Remotely Webinar.  
Buxton Business Webinar.  
Austin Small Business Eco System Webinar.  
Evolving Insights: Consumer Behavior and Industry Performance Webinar.  
Streetscapes Post-Covid Reality: Restaurants Resiliency & Re-Emergence Webinar.  
Governor's Small Business Webinar Series – Business Strategies for an Evolving Future Webinar.

### **OTHER DUTIES**

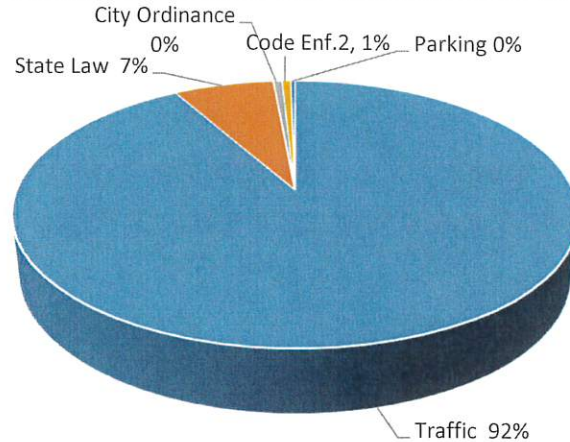
Texas Downtown Association Education & Outreach Committee Call.  
Texas Downtown Association Conference Committee Call.

# City of Manor Municipal Court

## MAY 2020

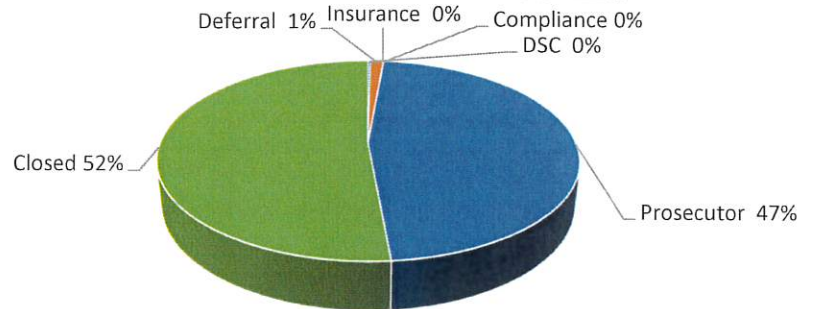
Violations Filed	May-20	May-19
Traffic	309	224
State Law	23	39
City Ordinance	2	27
Code Enforcement	2	7
Parking	1	2
<b>Total</b>	<b>337</b>	<b>299</b>

PERCENTAGE OF VIOLATIONS



Dismissals	May-20	May-19
DSC	9	27
Deferral	45	93
Insurance	0	0
Compliance	1	5
Prosecutor	1829	1245
Closed	1998	1601
<b>Total</b>	<b>3882</b>	<b>2971</b>

PERCENTAGE OF DISMISSALS



Warrants	May-20	May-19
Arrest Warrants	0	277
Capias Pro Fine	0	86
<b>Total</b>	<b>0</b>	<b>363</b>

PERCENTAGE OF WARRANTS



### Money Collected in May 2020

Kept By City	\$37,438.00
kept By State	\$13,062.95
<b>Total</b>	<b>\$50,500.95</b>

### Money Collected in May 2019

Kept By City	\$43,086.85
Kept By State	\$18,898.16
<b>Total</b>	<b>\$61,985.01</b>



# MEMO

To: Mayor and City Council Members  
From: Mike Tuley, Director of Public Works  
Date: June 17, 2020  
**RE: May Monthly Report**

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## **Public Works Department**

### **Street and Public, Parks, and Maintenance Department**

In the month of May, the Public Parks and Maintenance Department mowed all city facilities, alleys, and right of ways. They cleaned and maintained all city facilities and parks. They performed all maintenance on city vehicles and heavy equipment. In May, the Street Department repaired streets, curbs and signs.

### **Water and Wastewater Department**

In May, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily. In May, the Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains.

### **Water Production & Purchase**

In the month of May 32% of the water we supplied to our residents was from our wells, and we purchased 68% from EPCOR and Manville WSC. In May, the estimated population of residents in the City of Manor is 14,265. Estimated population for ShadowGlen is 4,413 residents.

### **Subdivision Inspections**

- Street Inspections- 11
- Water Inspections- 0
- Wastewater Inspections- 4



## **Streets and Parks Monthly Report May 2020**

### **Daily Duties and Projects 5-1-2020/5-31-2020**

- Setup for Memorial Day Event
- Continued Education for Austin Garcia and Timothy Lackland completed Pesticide Applicator credits
- Continued trimming trees in Old town and in Alleys.
- Continued street pavement repair on E. Towns St. at N. LaGrange St.
- Continued street pavement repair on Burnet St. at Wheeler St.
- Continued street pavement repair on West Lane St. at Caldwell St.
- Repaired potholes in Old Town.
- Cleaned up illegal dumping in alley at 206 E. Carrie Manor.
- Continued street pavement repairs on Wheeler St. between N. Caldwell St. and N. Bastrop St.
- Weekly irrigation checks.
- Play ground and play scape monthly safety checks.
- Scheduled weekly Park mowing maintenance completed.
- Thursday/Friday Afternoons Bulk Drop Off for city residence.
- Scheduled weekly Park rounds at park facilities completed.
- Scheduled weekly (ROW) Right of Way mowing completed.
- Weekly vehicle & equipment checks and maintenance.

## **Inspections/Warranties/New subdivision Walkthroughs and Pre-Construction meetings.**

**Hamilton Point** micro surfacing 1-year warranty inspection and repairs completed.

**Presidential Heights Phase 5** Contractor in development process. The city will continue their regular site inspections to ensure all contractors are following the rules that are in place.

**Presidential Heights Phase 3&4** – homes are being built.

**Stonewater North Phase 1&3-** Homes are being built in Phase 1. Phase 3 roads and utilities are in and awaiting home building.

**Stonewater North Phase 2-** Contractor is in development process.

**Presidential Phase 7** – is close to all homes being built.

**Lagos Phase 1-** Homes are continuing to go up and regular inspections are done on a weekly basis.

**Manor Commons- phase 1-** 1year walkthrough has been done, contractor in process of repairs.

**Manor Commons Apartments** – still in building process.

**Ring Drive** – 1year walkthrough has been done, contractor in process of repairs.

**Manor Heights** – Phase 1 Sec. 1&2 Contractor in development process.

## **Water Monthly Report May 2020**

For the month of May, the Water Department had 18 service calls, 2 repair jobs, 4 maintenance jobs, and flushed all dead-end mains.

**Service calls include:** Low water pressure calls, meter leaks, line locates, brown water calls, disconnect water services, and connected water services.

### **Repairs**

Well Number 1 - repaired leaking meter at well 1 - replaced gasket by DD 5-5-20.

402 W. Parsons City yard ground storage tank- replaced bad micro switch on cla valve by JT,FZ 5-21-20.

### **Maintenance**

Brenntag- ordered 1 100lb bucket of granular cl2 by JT 5-6-20.

Aqua Tech Lab - took first set of 5 monthly Bac T samples and dropped off at Aqua Tech lab by JT 5-11-20.

Aqua Tech Lab - took second set of 5 monthly Bac T samples and dropped off at Aqua Tech lab by JT 5-18-20.

Clearwell- changed out cl2 bottle number 1 150 lbs. by DD,AB 5-20-20.

Clearwell- changed out cl2 bottle number 2 150 lbs. by DD,AB 5-26-20.

## **Wastewater Monthly Report May 2020**

For the month of May, the Wastewater Department had 6 service calls, 6 repair jobs, 17 maintenance jobs and 4 inspections.

### **Service Calls**

12613 Carillon Way- after hrs. call- sewer clog- service was cleared by plumber informed customer to call city first so we can determine if it's on city side or customer side by AM 5-4-20.

307 E. Carrie Manor- sewer clog - jetted city side clean out and cleared - notified customer by FZ,DD,AB 5-5-20.

16825 Jaron- customer had a clog - plumber came and found roots on the city side, Daniel called locates so we can make repairs - notified customer in future they call the city first before calling a plumber and city would let them know if it's a city side issue or customer side issue by DD 5-18-20.

12613 Carillon Way - sewer clog - upon arriving at address customer stated to Fabian Zamora that he did not call all is good - city side clear by FZ,AM 5-16-20.

19317 WT Gallaway- sewer clog- city side service was clear - notified customer clog was on customer side by AM 5-23-20.

12015 Waterford- missing cap and lid- clean out was on customer side - notified customer by DD 6-1-20.

### **Repairs**

Wilbarger Plant- replaced timer for digesters. Set the timer to waste into digester 2.5 minutes every hr. by JT,FZ 5-13-20.

12209 Timber Arch - replaced a cracked sewer cap and lid by DD,AB 5-18-20.

16825 Jaron Dr. - repaired where city side meets customer side and replaced clean out cap and lid by FZ,CD,DD 5-19-20.

Stonewater Lift Station - transducer fault alarm - cleaned transducer in wet well and rest telemetry control unit - lift station back online by JT,DD,AB 5-19-20.

310 East Boyce - made repairs to clean out where city side meets customer side and backfilled by FZ,DD,AB 5-21-20.

Stonewater Lift Station - JT received low wet well level alarm - found low level float was bad Pump Solutions replaced the bad float -lift station is back in service by JT,AM 5-22-20.

## **Maintenance**

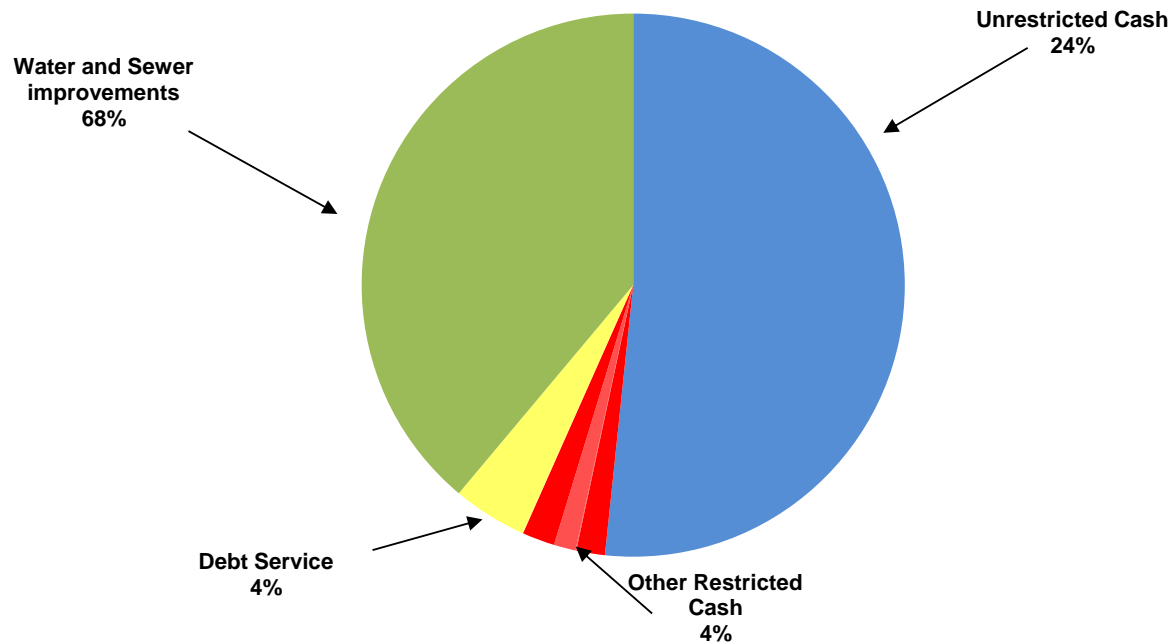
Brenntag - ordered (6) 150 lb. cl2 bottles for Wilbarger Plant by JT 4-6-20.  
Constellation St. (Greenbury subdivision)- hydro jet main for maintenance by FZ,AB 5-7-20.  
John Nagle St. -hydro jet main for maintenance by FZ,AB 5-8-20.  
Parsons and Wheeler NE corner- hydro jet main for maintenance by FZ,AB 5-8-20.  
Hamilton Point Circle- hydro jet main for maintenance by FZ,AB 5-8-20.  
WWTP- changed out chemical feed line from alum pump to injector by JT,CD 5-8-20.  
WWTP- hauled 5 loads of sludge out digester number 1 by wastewater transport by FZ,CD 5-1-20.  
WWTP- hauled 5 loads of sludge out digester number 2 by wastewater transport by FZ,CD 5-4-20.  
WWTP- hauled 5 loads of sludge out digester number 1 by wastewater transport by FZ,CD 5-8-20.  
WWTP-hauled 5 loads of sludge out digester number 1 by wastewater transport by FZ,CD 5-11-20.  
WWTP- ordered (2 ) 300-gallon totes of alum for Wilbarger Plant by JT 5-13-20.  
WWTP- hauled 5 loads out digester number 1 by wastewater transport by FZ,CD 5-18-20.  
WWTP - installed a feed rate valve to cl2 bottle number 2 set on 20 lbs. per day by JT,CD,JB 5-20-20.  
WWTP- hauled 5 loads of sludge out digester number 2 by wastewater transport by FZ,CD 5-22-20.  
Stonewater Lift Station - pump 1 and pump 2 tripped out due to storm -reset pumps 1 and 2 and reset alarm - lift station back in operation by AM 5-22-20.  
Stone water Lift Station - pulled pump number 1 clogged up- clean rags out pump number 1 back in operation by JT,AM 5-26-20.  
WWTP-ordered (2) 300-gallon totes of alum and 1 100lb bucket of granular cl2 for Wilbarger Plant by JT 5-28-20.

## **Inspections**

Manor Heights Phase 1 and 2 - wastewater mains, manholes and services by JL Gray Construction by JT 5-4-20 to 5-8-20.  
Manor Heights Phase 1 and 2- wastewater mains, manholes and services by JL Gray Construction by JT 5-11-20 to 5-15-20.  
Manor Heights Phase 1 and 2- wastewater mains, manholes and services by JL Gray Construction by JT 5-18-20 to 5-22-20.  
Manor Heights Phase 1 and 2- wastewater mains, manholes and services by JL Gray Construction by JT 5-26-20 to 5-29-20.

**CITY OF MANOR, TEXAS  
CASH AND INVESTMENTS  
As Of May, 2020**

	GENERAL FUND	UTILITY FUND	DEBT SERVICE FUND	SPECIAL REVENUE FUNDS	CAPITAL PROJECTS FUND	TOTAL
<b>CASH AND INVESTMENTS</b>						
Unrestricted:						
<b>Cash for operations</b>	\$ 9,817,265	\$ 7,931,636			\$ -	\$ 17,748,901
Restricted:						
<b>Tourism</b>				584,509		584,509
<b>Court security and technology</b>	15,613					15,613
<b>Rose Hill PID</b>				447,165		447,165
<b>Customer Deposits</b>		667,388				667,388
<b>Park</b>	8,924					8,924
<b>Debt service</b>			1,517,766			1,517,766
<b>Capital Projects</b>						
<b>Water and sewer improvements</b>		4,812,019		8,551,468		13,363,487
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 9,841,802</b>	<b>\$ 13,411,043</b>	<b>\$ 1,517,766</b>	<b>\$ 9,583,142</b>	<b>\$ -</b>	<b>\$ 34,353,753</b>



**Overview of funds:**

\$154,261.48 sales tax collected  
GF is in a favorable status.  
UF is in a favorable status  
DSF is in a favorable status  
CIP Fund is in a favorable status

**AGENDA ITEM SUMMARY FORM**

**PROPOSED MEETING DATE:** June 17, 2020

**PREPARED BY:** Lydia Collins, Finance Director

**DEPARTMENT:** Finance

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the 2020 Annual Service and Assessment Plan Update for Lagos Public Improvement District.

**BACKGROUND/SUMMARY:**

The City Council previously approved the creation of the Lagos Public Improvement District (PID) in March of 2019 for the reimbursement of the authorized improvements from the proceeds of PID bonds. In December of 2019, the City Council approved the 2019 Annual Service Plan Update , which updated the previously approved Service and Assessment Plan (SAP) for the purpose of issuing PID bonds and updating the assessment roll.

Pursuant to state statute, the SAP must be reviewed and updated annually. City staff worked with P3, the City's PID Administrator, in updating the SAP. The attached document is the 2020 Annual Service Plan Update, which also updates the assessment roll for 2020.

**PRESENTATION:** ☐ YES ☒ NO

**ATTACHMENTS:** ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

2020 Service and Assessment Plan

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the 2020 Annual Service and Assessment Plan Update for Lagos Public Improvement District.

**PLANNING & ZONING COMMISSION:** ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

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LAGOS  
PUBLIC IMPROVEMENT DISTRICT  
2020 ANNUAL SERVICE PLAN UPDATE

JUNE 17, 2020



## INTRODUCTION

Capitalized terms used in this Annual Service Plan Update shall have the meanings set forth in the Service and Assessment Plan (the “SAP”), or the 2019 Annual Service Plan Update, unless the context in which a term is used clearly requires a different meaning.

On March 20, 2019, the City approved Resolution No. 2019-02 creating the District in accordance with the Act to finance certain Authorized Improvements for the benefit of certain property within the District.

On October 2, 2019, the City Council approved the SAP and levied Assessments to finance the Authorized Improvements to be constructed for the benefit of the Assessed Property within the District by approving Ordinance No. 556. The SAP identified the Authorized Improvements to be provided by the District, the costs of the Authorized Improvements, the indebtedness to be incurred for the Authorized Improvements, and the manner of assessing the Assessed Property in the District for the costs of the Authorized Improvements. The City also adopted an Assessment Roll identifying the Assessment on each Lot within the District, based on the method of assessment identified in the SAP.

On December 18, 2019, the City Council approved the 2019 Annual Service Plan Update by approving Ordinance No. 563 for the purpose of issuing PID Bonds and updating the Assessment Roll.

Pursuant to the Act, the SAP must be reviewed and updated annually. This document is the 2020 Annual Service Plan Update. This document also updates the Assessment Roll for 2020.

## LISTED EVENTS

There have not been any Listed Events in the District.

## PARCEL SUBDIVISION

The Final Plat for Lagos Phase 1 was approved by City Council on December 13, 2017, consisting of 118 Residential Lots within Travis County, and was recorded in the official public records of Travis County on March 16, 2018. 111 units are classified as Lot Type 1, 7 units are classified as Lot Type 2, and 3 Lots are Non-Benefitted Property.

## LOT AND HOME SALES

Within the District, 111 residential Lots have closed with Ashton Woods, construction has begun on 102 residential Lots, construction has been completed on 74 residential Lots, and 66 homes have been sold to end-users.

See **Exhibit B** for Homebuyer Disclosures.

## OUTSTANDING ASSESSMENT

The District has an outstanding Assessment of \$3,010,000.00<sup>1</sup>.

## ANNUAL INSTALLMENT DUE 1/31/2021

- *Principal and Interest* – The total principal and interest required for the Annual Installment is \$193,318.76.
- *Additional Interest* – The Additional Interest Reserve Requirement, as defined in the Indenture, of \$165,550.00 has not been met. As such, the Additional Interest Reserve will be funded with Additional Interest on the outstanding Assessment, resulting in an Additional Interest Reserve amount due for the Annual Installment of \$15,050.00.
- *Annual Collection Costs* – The cost of administering the PID and collecting the Annual Installments shall be paid for on a pro rata basis by each Parcel based on the amount of outstanding Assessment remaining on the Parcel. The total Annual Collection Costs due for the Annual Installment is \$53,200.00.

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<sup>1</sup> Net of \$110,000.00 Major Improvement Area Bonds principal payment due September 1, 2020 which will be paid using the Annual Installment collected on January 31, 2020.

Major Improvement Area		
Due January 31, 2021		
Principal	\$	60,000.00
Interest	\$	133,318.76
Additional Interest	\$	15,050.00
Annual Collection Costs	\$	53,200.00
<b>Total Installment</b>	<b>\$</b>	<b>261,568.76</b>

See **Exhibit C** for the debt service schedule for the Major Improvement Area Bonds as shown in the official statement.

### PREPAYMENT OF ASSESSMENTS IN FULL

There have been no full prepayments of Assessments in the District.

### PARTIAL PREPAYMENT OF ASSESSMENTS

There have been no partial prepayments of Assessments in the District.

### BOND FUND

P3Works has reviewed the following bond accounts related to the Major Improvement Area Bonds of the Lagos PID as of March 31, 2020 and each account contains the amount shown below.

Account:	3/31/2020 Balance
<b>Pledged Revenue Fund</b>	\$177,628.29
<b>Bond Fund</b>	\$0.00
<b>Project Fund</b>	
MIA Improvement Account	\$2,570,115.93
MIA Costs of Issuance Account	\$42,040.45
<b>Redemption Fund</b>	\$0.00
<b>Reserve Fund</b>	
Reserve Account	\$199,163.81
Additional Interest Reserve Account	\$0.00
<b>Rebate Fund</b>	\$0.00
<b>Reimbursement Fund</b>	\$0.00
<b>Administrative Fund</b>	\$39,302.12

## SERVICE PLAN – FIVE YEAR BUDGET FORECAST

The Act requires the annual indebtedness and projected costs for the improvements to be reviewed and updated in the Annual Service Plan Update, and the projection shall cover a period of not less than five years.

		Major Improvement Area				
Annual Installment Due		1/31/2021	1/31/2022	1/31/2023	1/31/2024	1/31/2025
Principal		\$ 60,000.00	\$ 60,000.00	\$ 65,000.00	\$ 65,000.00	\$ 70,000.00
Interest		\$ 133,318.76	\$ 131,068.76	\$ 128,818.76	\$ 126,381.26	\$ 123,943.76
	(1)	\$ 193,318.76	\$ 191,068.76	\$ 193,818.76	\$ 191,381.26	\$ 193,943.76
Additional Interest	(2)	\$ 15,050.00	\$ 14,750.00	\$ 14,450.00	\$ 14,125.00	\$ 13,800.00
Annual Collection Costs	(3)	\$ 53,200.00	\$ 54,264.00	\$ 55,349.28	\$ 56,456.27	\$ 57,585.39
<b>Total Annual Installment</b>	<b>(4) = (1) + (2) + (3)</b>	<b>\$ 261,568.76</b>	<b>\$ 260,082.76</b>	<b>\$ 263,618.04</b>	<b>\$ 261,962.53</b>	<b>\$ 265,329.15</b>

## EMINENT DOMAIN PREPAYMENT

If any portion of any Parcel of Assessed Property is taken from an owner as a result of eminent domain proceedings or if a transfer of any portion of any Parcel of Assessed Property is made to an entity with the authority to condemn all or a portion of the Assessed Property in lieu of or as a part of an eminent domain proceeding (a “**Taking**”), the portion of the Assessed Property that was taken or transferred (the “**Taken Property**”) shall be reclassified as Non-Benefitted Property.

For the Assessed Property that is subject to the Taking as described in the preceding paragraph, the Assessment that was levied against the Assessed Property (when it was included in the Taken Property) prior to the Taking shall remain in force against the remaining Assessed Property (the Assessed Property less the Taken Property), (the “**Remaining Property**”) following the reclassification of the Taken Property as Non-Benefitted Property, subject to an adjustment of the Assessment applicable to the Remaining Property after any required Prepayment as set forth below. The owner will remain liable to pay in Annual Installments, or payable as otherwise provided by this Service and Assessment Plan, as updated, or the PID Act, the Assessment that remains due on the Remaining Property, subject to an adjustment in the Annual Installments applicable to the Remaining Property after any required Prepayment as set forth below. Notwithstanding the foregoing, if the Assessment that remains due on the Remaining Property exceeds the Maximum Assessment, the owner will be required to make a Prepayment in an amount necessary to ensure that the Assessment against the Remaining Property does not exceed the Maximum Assessment, in which case the Assessment and Annual Installments applicable to the Remaining Property will be reduced by the amount of the partial Prepayment.

In all instances the Assessment remaining on the Remaining Property shall not exceed the Maximum Assessment.

By way of illustration, if an owner owns 100 acres of Assessed Property subject to a \$100 Assessment and 10 acres is taken through a Taking, the 10 acres of Taken Property shall be reclassified as Non-Benefitted Property and the remaining 90 acres of Remaining Property shall be subject to the \$100 Assessment, (provided that this \$100 Assessment does not exceed the Maximum Assessment on the Remaining Property). If the Administrator determines that the \$100 Assessment reallocated to the Remaining Property would exceed the Maximum Assessment on the Remaining Property by \$10, then the owner shall be required to pay \$10 as a Prepayment of the Assessment against the Remaining Property and the Assessment on the Remaining Property shall be adjusted to be \$90 and the Annual Installments adjusted accordingly.

Notwithstanding the previous paragraphs in this subsection, if the owner notifies the City and the Administrator that the Taking prevents the Remaining Property from being developed for any use which could support the Estimated Buildout Value requirement, the owner shall, upon receipt of the compensation for the Taken Property, be required to prepay the amount of the Assessment required to buy down the outstanding Assessment to the Maximum Assessment on the Remaining Property to support the Estimated Buildout Value requirement. The owner will remain liable to pay the Annual Installments on both the Taken Property and the Remaining Property until such time that such Assessment has been prepaid in full.

Notwithstanding the previous paragraphs in this subsection, the Assessments shall not, however, be reduced to an amount less than the outstanding PID Bonds.

## **ASSESSMENT ROLL**

The list of current Parcels or Lots within the PID, the corresponding total assessments, and current Annual Installment are shown on the Assessment Roll attached hereto as **Exhibit A**. The Parcels or Lots shown on the Assessment Roll will receive the bills for the Annual Installments which will be delinquent if not paid by January 31, 2021.

## EXHIBIT A – MIA ASSESSMENT ROLL

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2021
906078	02316201010000	Non-Benefited	\$ -	\$ -
906079	02316201020000	1	\$ 3,464.90	\$ 301.10
906080	02316201030000	1	\$ 3,464.90	\$ 301.10
906081	02316201040000	1	\$ 3,464.90	\$ 301.10
906082	02316201050000	1	\$ 3,464.90	\$ 301.10
906083	02316201060000	1	\$ 3,464.90	\$ 301.10
906084	02316201070000	1	\$ 3,464.90	\$ 301.10
906085	02316201080000	1	\$ 3,464.90	\$ 301.10
906086	02316201090000	1	\$ 3,464.90	\$ 301.10
906087	02316201100000	1	\$ 3,464.90	\$ 301.10
906088	02316201110000	1	\$ 3,464.90	\$ 301.10
906089	02316201120000	1	\$ 3,464.90	\$ 301.10
906090	02316201130000	1	\$ 3,464.90	\$ 301.10
906091	02316201140000	1	\$ 3,464.90	\$ 301.10
906092	02316201150000	1	\$ 3,464.90	\$ 301.10
906093	02316201160000	1	\$ 3,464.90	\$ 301.10
906094	02316201170000	1	\$ 3,464.90	\$ 301.10
906095	02316201180000	1	\$ 3,464.90	\$ 301.10
906096	02316201190000	1	\$ 3,464.90	\$ 301.10
906097	02316201200000	1	\$ 3,464.90	\$ 301.10
906098	02316201210000	1	\$ 3,464.90	\$ 301.10
906099	02335923010000	N/A	\$ 141,907.61	\$ 12,331.76
906100	02336221010000	N/A	\$ 136,144.56	\$ 11,830.95
906101	02336221020000	Non-Benefited	\$ -	\$ -
906102	02336221030000	1	\$ 3,464.90	\$ 301.10
906103	02336221040000	1	\$ 3,464.90	\$ 301.10
906104	02336221050000	1	\$ 3,464.90	\$ 301.10
906105	02336221060000	1	\$ 3,464.90	\$ 301.10
906106	02336221070000	1	\$ 3,464.90	\$ 301.10
906107	02316202010000	1	\$ 3,464.90	\$ 301.10
906108	02316202020000	1	\$ 3,464.90	\$ 301.10
906109	02316202030000	1	\$ 3,464.90	\$ 301.10
906110	02316202040000	1	\$ 3,464.90	\$ 301.10
906111	02316202050000	1	\$ 3,464.90	\$ 301.10
906112	02316202060000	1	\$ 3,464.90	\$ 301.10
906113	02316202070000	1	\$ 3,464.90	\$ 301.10
906114	02316202080000	1	\$ 3,464.90	\$ 301.10
906115	02316202090000	1	\$ 3,464.90	\$ 301.10
906116	02316202100000	1	\$ 3,464.90	\$ 301.10
906117	02316202110000	1	\$ 3,464.90	\$ 301.10
906118	02315908010000	1	\$ 3,464.90	\$ 301.10
906119	02315908020000	1	\$ 3,464.90	\$ 301.10
906120	02315908030000	1	\$ 3,464.90	\$ 301.10
906121	02315908040000	1	\$ 3,464.90	\$ 301.10
906122	02315908050000	1	\$ 3,464.90	\$ 301.10

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2021
906123	02315908060000	1	\$ 3,464.90	\$ 301.10
906124	02315908070000	1	\$ 3,464.90	\$ 301.10
906125	02315908080000	1	\$ 3,464.90	\$ 301.10
906126	02315908090000	1	\$ 3,464.90	\$ 301.10
906127	02315908100000	1	\$ 3,464.90	\$ 301.10
906128	02315908110000	1	\$ 3,464.90	\$ 301.10
906129	02315908120000	1	\$ 3,464.90	\$ 301.10
906130	02315908130000	1	\$ 3,464.90	\$ 301.10
906131	02315908140000	1	\$ 3,464.90	\$ 301.10
906132	02315908150000	1	\$ 3,464.90	\$ 301.10
906133	02315908160000	1	\$ 3,464.90	\$ 301.10
906134	02315908170000	1	\$ 3,464.90	\$ 301.10
906135	02315908180000	1	\$ 3,464.90	\$ 301.10
906136	02315908190000	1	\$ 3,464.90	\$ 301.10
906137	02315908200000	Non-Benefited	\$ -	\$ -
906138	02315908210000	1	\$ 3,464.90	\$ 301.10
906139	02315908220000	1	\$ 3,464.90	\$ 301.10
906140	02315908230000	1	\$ 3,464.90	\$ 301.10
906141	02315908240000	1	\$ 3,464.90	\$ 301.10
906142	02315908250000	1	\$ 3,464.90	\$ 301.10
906143	02315908260000	1	\$ 3,464.90	\$ 301.10
906144	02315908270000	1	\$ 3,464.90	\$ 301.10
906145	02336222010000	1	\$ 3,464.90	\$ 301.10
906146	02336222020000	1	\$ 3,464.90	\$ 301.10
906147	02336222030000	1	\$ 3,464.90	\$ 301.10
906148	02336222040000	1	\$ 3,464.90	\$ 301.10
906149	02336222050000	1	\$ 3,464.90	\$ 301.10
906150	02336222060000	1	\$ 3,464.90	\$ 301.10
906151	02336222070000	1	\$ 3,464.90	\$ 301.10
906152	02336222080000	1	\$ 3,464.90	\$ 301.10
906153	02336222090000	1	\$ 3,464.90	\$ 301.10
906154	02316203010000	1	\$ 3,464.90	\$ 301.10
906155	02316203020000	1	\$ 3,464.90	\$ 301.10
906156	02316203030000	1	\$ 3,464.90	\$ 301.10
906157	02316203040000	1	\$ 3,464.90	\$ 301.10
906158	02316203050000	1	\$ 3,464.90	\$ 301.10
906159	02316203060000	1	\$ 3,464.90	\$ 301.10
906160	02316203070000	1	\$ 3,464.90	\$ 301.10
906161	02316203080000	1	\$ 3,464.90	\$ 301.10
906162	02316203090000	1	\$ 3,464.90	\$ 301.10
906163	02316203100000	1	\$ 3,464.90	\$ 301.10
906164	02316203110000	1	\$ 3,464.90	\$ 301.10
906165	02316203120000	1	\$ 3,464.90	\$ 301.10
906166	02316203130000	1	\$ 3,464.90	\$ 301.10
906167	02316203140000	1	\$ 3,464.90	\$ 301.10

Property ID	Geographic ID	Lot Type	Outstanding Assessment	Annual Installment Due 1/31/2021
906168	02316203150000	2	\$ 3,657.40	\$ 317.83
906169	02316203160000	2	\$ 3,657.40	\$ 317.83
906170	02316203170000	2	\$ 3,657.40	\$ 317.83
906171	02316203180000	1	\$ 3,464.90	\$ 301.10
906172	02316203190000	1	\$ 3,464.90	\$ 301.10
906173	02316203200000	1	\$ 3,464.90	\$ 301.10
906174	02316203210000	1	\$ 3,464.90	\$ 301.10
906175	02316203220000	1	\$ 3,464.90	\$ 301.10
906176	02316203230000	1	\$ 3,464.90	\$ 301.10
906177	02316203240000	1	\$ 3,464.90	\$ 301.10
906178	02316203250000	1	\$ 3,464.90	\$ 301.10
906179	02316203260000	1	\$ 3,464.90	\$ 301.10
906180	02316203270000	1	\$ 3,464.90	\$ 301.10
906181	02316203280000	1	\$ 3,464.90	\$ 301.10
906182	02315909010000	1	\$ 3,464.90	\$ 301.10
906183	02315909020000	1	\$ 3,464.90	\$ 301.10
906184	02315909030000	1	\$ 3,464.90	\$ 301.10
906185	02315909040000	1	\$ 3,464.90	\$ 301.10
906186	02315909050000	1	\$ 3,464.90	\$ 301.10
906187	02315909060000	1	\$ 3,464.90	\$ 301.10
906188	02315909070000	1	\$ 3,464.90	\$ 301.10
906189	02315909080000	1	\$ 3,464.90	\$ 301.10
906190	02315909090000	1	\$ 3,464.90	\$ 301.10
906191	02315909100000	1	\$ 3,464.90	\$ 301.10
906192	02315909110000	2	\$ 3,657.40	\$ 317.83
906193	02315909120000	2	\$ 3,657.40	\$ 317.83
906194	02315909130000	2	\$ 3,657.40	\$ 317.83
906195	02316204010000	2	\$ 3,657.40	\$ 317.83
906196	02316204020000	1	\$ 3,464.90	\$ 301.10
906197	02316204030000	1	\$ 3,464.90	\$ 301.10
906198	02316204040000	1	\$ 3,464.90	\$ 301.10
906199	02316204050000	1	\$ 3,464.90	\$ 301.10
906200	02316204060000	1	\$ 3,464.90	\$ 301.10
227196	02266002010000	N/A*	\$ 349,148.90	\$ 30,341.01
227197	02266002020000	N/A*	\$ 542,783.54	\$ 47,167.85
227198	02266002030000	N/A*	\$ 196,225.83	\$ 17,052.01
227199	02266002040000	N/A*	\$ 938,102.08	\$ 81,521.00
227211	02266002160000	N/A*	\$ 208,708.34	\$ 18,136.74
867526	02266002230000	N/A*	\$ 86,772.97	\$ 7,540.56
<b>Total</b>			<b>\$ 3,010,000.00</b>	<b>\$ 261,568.76</b>

\*Property IDs are found within the Remainder Parcel of the District. Until a plat has been recorded within the Remainder Parcel, the Assessment and Annual Installment will be allocated between each property ID based on the Travis Central Appraisal District acreage. Phase 1 Commercial is located entirely within Property ID 227196.



## **EXHIBIT B – HOMEBUYER DISCLOSURES**

Homebuyer Disclosures for the following Lot Types are contained in this exhibit:

- Lot Type 1
- Lot Type 2

[Remainder of page intentionally left blank.]

## LOT TYPE 1 HOMEBUYER DISCLOSURE

### NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS CITY OF MANOR, TEXAS

#### CONCERNING THE PROPERTY AT:

---

STREET ADDRESS

PRINCIPAL ASSESSMENT: \$3,464.90

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Manor, Texas, for the costs of a portion of public improvements (the “**Authorized Improvements**”) undertaken for the benefit of the property within “**Lagos Public Improvement District**” (the “**District**”) created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$3,464.90, WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of Manor.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 2020.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

§

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

**Lot Type 1 Projected Annual Installments**

Annual Installments Due	Principal	Interest <sup>1</sup>	Additional Interest	Annual Collection Costs	Total Annual Installment
1/31/2021	\$ 69.07	\$ 153.47	\$ 17.32	\$ 61.24	\$ 301.10
1/31/2022	\$ 69.07	\$ 150.88	\$ 16.98	\$ 62.46	\$ 299.39
1/31/2023	\$ 74.82	\$ 148.29	\$ 16.63	\$ 63.71	\$ 303.46
1/31/2024	\$ 74.82	\$ 145.48	\$ 16.26	\$ 64.99	\$ 301.55
1/31/2025	\$ 80.58	\$ 142.68	\$ 15.89	\$ 66.29	\$ 305.43
1/31/2026	\$ 80.58	\$ 139.65	\$ 15.48	\$ 67.61	\$ 303.33
1/31/2027	\$ 80.58	\$ 136.33	\$ 15.08	\$ 68.97	\$ 300.96
1/31/2028	\$ 86.33	\$ 133.01	\$ 14.68	\$ 70.35	\$ 304.36
1/31/2029	\$ 86.33	\$ 129.44	\$ 14.25	\$ 71.75	\$ 301.78
1/31/2030	\$ 92.09	\$ 125.88	\$ 13.81	\$ 73.19	\$ 304.98
1/31/2031	\$ 92.09	\$ 122.08	\$ 13.35	\$ 74.65	\$ 302.18
1/31/2032	\$ 97.85	\$ 117.94	\$ 12.89	\$ 76.14	\$ 304.82
1/31/2033	\$ 103.60	\$ 113.54	\$ 12.40	\$ 77.67	\$ 307.21
1/31/2034	\$ 109.36	\$ 108.88	\$ 11.89	\$ 79.22	\$ 309.34
1/31/2035	\$ 109.36	\$ 103.95	\$ 11.34	\$ 80.81	\$ 305.46
1/31/2036	\$ 115.11	\$ 99.03	\$ 10.79	\$ 82.42	\$ 307.36
1/31/2037	\$ 120.87	\$ 93.85	\$ 10.22	\$ 84.07	\$ 309.01
1/31/2038	\$ 126.62	\$ 88.41	\$ 9.61	\$ 85.75	\$ 310.40
1/31/2039	\$ 132.38	\$ 82.72	\$ 8.98	\$ 87.47	\$ 311.54
1/31/2040	\$ 138.14	\$ 76.76	\$ 8.32	\$ 89.22	\$ 312.43
1/31/2041	\$ 143.89	\$ 70.54	\$ 7.63	\$ 91.00	\$ 313.06
1/31/2042	\$ 149.65	\$ 63.89	\$ 6.91	\$ 92.82	\$ 313.26
1/31/2043	\$ 155.40	\$ 56.97	\$ 6.16	\$ 94.68	\$ 313.20
1/31/2044	\$ 161.16	\$ 49.78	\$ 5.38	\$ 96.57	\$ 312.89
1/31/2045	\$ 166.91	\$ 42.33	\$ 4.58	\$ 98.50	\$ 312.32
1/31/2046	\$ 172.67	\$ 34.61	\$ 3.74	\$ 100.47	\$ 311.49
1/31/2047	\$ 184.18	\$ 26.62	\$ 2.88	\$ 102.48	\$ 316.16
1/31/2048	\$ 189.94	\$ 18.10	\$ 1.96	\$ 104.53	\$ 314.53
1/31/2049	\$ 201.45	\$ 9.32	\$ 1.01	\$ 106.62	\$ 318.39
<b>Total</b>	<b>\$ 3,464.90</b>	<b>\$ 2,784.42</b>	<b>\$ 306.40</b>	<b>\$ 2,375.64</b>	<b>\$ 8,931.37</b>

<sup>1</sup> Interest is calculated at a 4.54% rate.

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## LOT TYPE 2 HOMEBUYER DISCLOSURE

### NOTICE OF OBLIGATION TO PAY PUBLIC IMPROVEMENT DISTRICT ASSESSMENTS CITY OF MANOR, TEXAS

#### CONCERNING THE PROPERTY AT:

---

STREET ADDRESS

PRINCIPAL ASSESSMENT: \$3,657.40

As the purchaser of the real property located at the street address set forth above, you are obligated to pay assessments to the City of Manor, Texas, for the costs of a portion of public improvements (the “**Authorized Improvements**”) undertaken for the benefit of the property within “**Lagos Public Improvement District**” (the “**District**”) created under Subchapter A, Chapter 372, Local Government Code, as amended.

**THE PRINCIPAL OF THE ASSESSMENT AGAINST YOUR PROPERTY FOR THE AUTHORIZED IMPROVEMENTS IS \$3,657.40 WHICH MAY BE PAID IN FULL AT ANY TIME; HOWEVER, IF NOT PAID IN FULL, IT WILL BE DUE AND PAYABLE IN ANNUAL INSTALLMENTS WHICH WILL VARY FROM YEAR TO YEAR DEPENDING ON THE AMOUNT OF INTEREST PAID, ADMINISTRATIVE EXPENSES, AND DELINQUENCY COSTS.**

An estimate of the annual installments is attached; **however, it is only an estimate and is subject to change.** The exact amount of the annual installments, including the annual installments thereof, will be approved each year by the City Council in the Annual Service Plan Update for the District. More information about the assessments, including the amounts and due dates, may be obtained from the City Secretary of the City of Manor.

Your failure to pay any assessment, or any annual installment thereof, may result in penalties and interest being added to what you owe and could result in a lien on and the foreclosure of your property.

The undersigned purchaser acknowledges receipt of the foregoing notice prior to the effective date of a binding contract for the purchase of the real property at the street address set forth above.

IN WITNESS WHEREOF, I have signed this certificate this \_\_\_\_\_, 2020.

**PURCHASER:**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS §

§

COUNTY OF TRAVIS §

The foregoing instrument was acknowledged before me by \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he or she executed the same for the purposes therein expressed, in the capacity stated and as the act and deed of the above-referenced entities as an authorized signatory of said entities.

Given under my hand and seal of office on this \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Texas

**Lot Type 2 Projected Annual Installments**

<b>Annual Installments Due</b>	<b>Principal</b>	<b>Interest<sup>1</sup></b>	<b>Additional Interest</b>	<b>Annual Collection Costs</b>	<b>Total Annual Installment</b>
1/31/2021	\$ 72.90	\$ 161.99	\$ 18.29	\$ 64.64	\$ 317.83
1/31/2022	\$ 72.90	\$ 159.26	\$ 17.92	\$ 65.94	\$ 316.02
1/31/2023	\$ 78.98	\$ 156.53	\$ 17.56	\$ 67.25	\$ 320.32
1/31/2024	\$ 78.98	\$ 153.56	\$ 17.16	\$ 68.60	\$ 318.31
1/31/2025	\$ 85.06	\$ 150.60	\$ 16.77	\$ 69.97	\$ 322.40
1/31/2026	\$ 85.06	\$ 147.41	\$ 16.34	\$ 71.37	\$ 320.18
1/31/2027	\$ 85.06	\$ 143.90	\$ 15.92	\$ 72.80	\$ 317.68
1/31/2028	\$ 91.13	\$ 140.40	\$ 15.49	\$ 74.25	\$ 321.27
1/31/2029	\$ 91.13	\$ 136.64	\$ 15.04	\$ 75.74	\$ 318.54
1/31/2030	\$ 97.21	\$ 132.88	\$ 14.58	\$ 77.25	\$ 321.92
1/31/2031	\$ 97.21	\$ 128.87	\$ 14.09	\$ 78.80	\$ 318.97
1/31/2032	\$ 103.28	\$ 124.49	\$ 13.61	\$ 80.37	\$ 321.76
1/31/2033	\$ 109.36	\$ 119.85	\$ 13.09	\$ 81.98	\$ 324.28
1/31/2034	\$ 115.43	\$ 114.92	\$ 12.55	\$ 83.62	\$ 326.52
1/31/2035	\$ 115.43	\$ 109.73	\$ 11.97	\$ 85.29	\$ 322.43
1/31/2036	\$ 121.51	\$ 104.54	\$ 11.39	\$ 87.00	\$ 324.43
1/31/2037	\$ 127.58	\$ 99.07	\$ 10.78	\$ 88.74	\$ 326.17
1/31/2038	\$ 133.66	\$ 93.33	\$ 10.15	\$ 90.51	\$ 327.65
1/31/2039	\$ 139.73	\$ 87.31	\$ 9.48	\$ 92.33	\$ 328.85
1/31/2040	\$ 145.81	\$ 81.02	\$ 8.78	\$ 94.17	\$ 329.78
1/31/2041	\$ 151.89	\$ 74.46	\$ 8.05	\$ 96.06	\$ 330.45
1/31/2042	\$ 157.96	\$ 67.44	\$ 7.29	\$ 97.98	\$ 330.66
1/31/2043	\$ 164.04	\$ 60.13	\$ 6.50	\$ 99.94	\$ 330.60
1/31/2044	\$ 170.11	\$ 52.54	\$ 5.68	\$ 101.93	\$ 330.27
1/31/2045	\$ 176.19	\$ 44.68	\$ 4.83	\$ 103.97	\$ 329.67
1/31/2046	\$ 182.26	\$ 36.53	\$ 3.95	\$ 106.05	\$ 328.79
1/31/2047	\$ 194.41	\$ 28.10	\$ 3.04	\$ 108.17	\$ 333.72
1/31/2048	\$ 200.49	\$ 19.11	\$ 2.07	\$ 110.34	\$ 332.00
1/31/2049	\$ 212.64	\$ 9.83	\$ 1.06	\$ 112.54	\$ 336.08
<b>Total</b>	<b>\$ 3,657.40</b>	<b>\$ 3,047.20</b>	<b>\$ 323.42</b>	<b>\$ 2,555.67</b>	<b>\$ 9,717.36</b>

<sup>1</sup> Interest is calculated at a 4.54% rate.

*Note: The figures shown above are estimates only and subject to change in annual service plan updates. Changes in Annual Collection Costs, reserve fund requirements, interest earnings, or other available offsets could increase or decrease the amounts shown.*

## EXHIBIT C – DEBT SERVICE SCHEDULE

### DEBT SERVICE REQUIREMENTS – THE BONDS

The following table sets forth the total debt service requirements for the Bonds:

Period Ending	Principal	Coupon	Interest	Debt Service
09/15/2020	110,000	3.750%	88,956.65	198,956.65
09/15/2021	60,000	3.750%	133,318.76	193,318.76
09/15/2022	60,000	3.750%	131,068.76	191,068.76
09/15/2023	65,000	3.750%	128,818.76	193,818.76
09/15/2024	65,000	3.750%	126,381.26	191,381.26
09/15/2025	70,000	3.750%	123,943.76	193,943.76
09/15/2026	70,000	4.125%	121,318.76	191,318.76
09/15/2027	70,000	4.125%	118,431.26	188,431.26
09/15/2028	75,000	4.125%	115,543.76	190,543.76
09/15/2029	75,000	4.125%	112,450.00	187,450.00
09/15/2030	80,000	4.125%	109,356.26	189,356.26
09/15/2031	80,000	4.500%	106,056.26	186,056.26
09/15/2032	85,000	4.500%	102,456.26	187,456.26
09/15/2033	90,000	4.500%	98,631.26	188,631.26
09/15/2034	95,000	4.500%	94,581.26	189,581.26
09/15/2035	95,000	4.500%	90,306.26	185,306.26
09/15/2036	100,000	4.500%	86,031.26	186,031.26
09/15/2037	105,000	4.500%	81,531.26	186,531.26
09/15/2038	110,000	4.500%	76,806.26	186,806.26
09/15/2039	115,000	4.500%	71,856.26	186,856.26
09/15/2040	120,000	4.500%	66,681.26	186,681.26
09/15/2041	125,000	4.625%	61,281.26	186,281.26
09/15/2042	130,000	4.625%	55,500.00	185,500.00
09/15/2043	135,000	4.625%	49,487.50	184,487.50
09/15/2044	140,000	4.625%	43,243.76	183,243.76
09/15/2045	145,000	4.625%	36,768.76	181,768.76
09/15/2046	150,000	4.625%	30,062.50	180,062.50
09/15/2047	160,000	4.625%	23,125.00	183,125.00
09/15/2048	165,000	4.625%	15,725.00	180,725.00
09/15/2049	175,000	4.625%	8,093.76	183,093.76
	3,120,000		2,507,813.13	5,627,813.13





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 17, 2020

**PREPARED BY:** Lydia M. Collins

**DEPARTMENT:** Finance

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an award of a lease agreement for Manor Police vehicles.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

**ATTACHMENTS:** ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

BBVA Proposal

Government Capital Corp. Proposal

Frost Bank Proposal

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council award the lease agreement for Manor Police vehicles to Frost Bank; and approve as to form allowing the City Attorney to finalize and authorize the City Manager to execute the final agreement.

**PLANNING & ZONING COMMISSION:** ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

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## Lydia Collins

---

**From:** EDWARD HANNA  
**Sent:** Monday, June 08, 2020 11:58 AM  
**To:** Lydia Collins  
**Subject:** Re: [External] RE: rfp

On Jun 8, 2020, at 11:01 AM, Lydia Collins <[lcollins@cityofmanor.org](mailto:lcollins@cityofmanor.org)> wrote:

Good morning Edward,  
Can I verify the quote below is still valid or can I get an updated quote? This is scheduled to be awarded at next week's meeting. Thank you.

### **Lydia M Collins**

**Director of Finance**

<image001.png>

T. (512) 272-5555

C. (512) 820-2888

F. (512) 272-8636

[www.cityofmanor.org](http://www.cityofmanor.org)

**ATTENTION ELECTED OFFICIALS:** A "Reply All" of this e-mail could lead to violations of the Texas Open Meetings Act, please reply only to the sender.

**CONFIDENTIALITY NOTICE:** This communication with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication. Please note that any correspondence sent to City staff or City officials may become a public record.

**From:** EDWARD HANNA [<mailto:edward.hanna@bbva.com>]  
**Sent:** Monday, April 13, 2020 12:18 PM  
**To:** Lydia Collins <[lcollins@cityofmanor.org](mailto:lcollins@cityofmanor.org)>  
**Subject:** Re: [External] RE: rfp

Hello Lydia, my family and I are doing well and hopefully you and your family are okay.

The tax-exempt rate as of today is 1.85% for a fully amortized 5 year loan, keep me posted and thanks for the potential opportunity.

On Mon, Apr 13, 2020 at 11:54 AM Lydia Collins <[lcollins@cityofmanor.org](mailto:lcollins@cityofmanor.org)> wrote:

Good morning Edward,

Hope this email finds you and your family well. What is the current tax exempt rate? We are preparing to move forward with the purchase of 5 police vehicles and I would like to have the latest rates. Thank you



June 8, 2020

Mrs. Lydia Collins  
Manor City Hall  
512-272-5555  
lcollins@cityofmanor.org

Dear Mrs. Collins,

Thank you for the opportunity to present proposed financing for Manor City Hall. I am submitting for your review the following proposed structure:

ISSUER:	City of Manor, Texas
FINANCING STRUCTURE:	Tax Exempt Structure w/ \$1.00 purchase
<b>EQUIPMENT COST:</b>	<b>\$ 603,304.72</b>
TERM:	5 Annual Payments
INTEREST RATE:	3.05%
PAYMENT AMOUNT:	\$ 131,922.47
PAYMENTS BEGINNING:	One year from signing, annually thereafter
<b>EQUIPMENT COST:</b>	<b>\$ 340,676.09</b>
TERM:	5 Annual Payments
INTEREST RATE:	3.05%
PAYMENT AMOUNT:	\$ 74,494.41
PAYMENTS BEGINNING:	One year from signing, annually thereafter

**Financing for these projects would be simple, fast and easy due to the fact that:**

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

Government Capital is registered with Texas Ethics Commission to be HB 1295 compliant. The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time.

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

*Stephanie Cates*  
Stephanie Cates  
Client Services  
Main: 817-421-5400

The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.



Equipment Leasing & Finance  
111 E. Houston Street, 9th Floor  
San Antonio, TX 78205  
Ph. (210) 220-6850  
Fax (210) 220-6765

June 8, 2020

City of Manor  
Attn: Lydia M. Collins, Director of Finance  
105 E. Eggleston St.  
Manor, TX 78653

MUNICIPAL LEASE-PURCHASE PROPOSAL

**Lessee:** City of Manor, Texas, ("Lessee")

**Lessor:** Frost Bank ("Lessor")

**Equipment:** New equipment acceptable to Lessor. The Equipment is generally described as a new police vehicles, cap arms, Motorola.

**Equipment Cost:** A: \$603,304.72  
B: \$340,676.09

**Commencement Date:** On or about July 2020.

**Payment Amount:** A: 5 years in Advance (starting July 2020): \$127,343.05  
B: 5 years in Advance (starting July 2020): \$71,908.49

Lessee will make five (5) consecutive annual payments in advance beginning at lease commencement. A single invoice will be furnished on an annual basis. Auto debit is available upon request.

**Fixed Rate:** 2.77% until July 8, 2020. If the lease commencement is after July 8, 2020, the rate is indexed to a rate equal to the 5 year US Treasury Rate as published by the US Department of Treasury, plus 2.37% per annum (source: <https://www.treasury.gov/resource-center/data-chart-center/interest-rates>) then fixed for the full term. Current 5 year US Treasury (6-8-20) equals .40%. In no event will interest rates fall below 2.75%.

This proposal assumes that the Lessee is Bank Qualified for 2020. If Lessee is not Bank Qualified for this period, the rate will be adjusted by Lessor.

**End of Term:** At the end of term, there is no further obligation (fully amortizing).

**Fees:** An origination fee in the amount of \$250.00 will be payable by Lessee at lease commencement.

**Net Lease:** This is a non-cancellable, net lease transaction whereby insurance, maintenance and taxes are Lessee's responsibility.

**Authorization:** Lessee shall provide Lessor with a certified copy of the minutes or resolution confirming Lessee has full power and authority to execute, deliver and perform the lease documents to which it is a party and to incur and perform the obligations provided for therein.

to the subject lease facility. This proposal expires, if not otherwise withdrawn, in 30 days.

**Municipal Advisor Disclosure.** The information and materials contained or referenced herein have been prepared by Lessor solely for informational purposes. Neither Lessor, nor its affiliates, nor any of their representatives are recommending any action to you. Lessor is not acting, and will not be acting, as a financial or municipal advisor to you, and does not owe you a fiduciary duty or any other duty pursuant to Section 15B of the Securities Exchange Act of 1934, as amended, with respect to the information and materials contained or referenced herein. Lessor is acting for its own interest, which may be different from yours. You should discuss any information and material contained herein with any and all internal or external advisors and experts that you deem appropriate before acting on the same, including with respect to any legal, regulatory, tax or accounting treatment. In some circumstances, you may be required to retain the assistance of an independent registered municipal advisor ("IRMA") before negotiating or entering into a municipal financial product with Lessor.

Thank you for your consideration and interest in Frost Bank. Please contact me at 210-220-6850 or [scott.anderson@frostbank.com](mailto:scott.anderson@frostbank.com) with any questions.

Sincerely,

FROST BANK

A handwritten signature in black ink, appearing to read "Scott Anderson", with a stylized flourish at the end.

Scott Anderson  
Vice President

c: Ryan Bennett,, Frost Bank



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 17, 2020

**PREPARED BY:** Lydia Collins, Finance Director

**DEPARTMENT:** Finance

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on an Interlocal Agreement with Travis County to submit for COVID-19 CARES Act reimbursement.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

**ATTACHMENTS:** ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

agreement (redline)

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve as to form allowing the City Attorney to finalize and authorize the City Manager to execute the final agreement.

**PLANNING & ZONING COMMISSION:** ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

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**TRAVIS COUNTY INTERLOCAL AGREEMENT  
FOR ADMINISTRATION OF CRF FUNDING UNDER THE CARES ACT  
CFDA # 21.019**

This Agreement is entered into by the following Parties: County of Travis, a corporate and political subdivision of Texas, ("County"), and the \_\_\_\_\_, City of Manor, a municipal government~~Home Rule municipality~~ located wholly ~~or partly~~ in Travis County, Texas ("City").

**RECITALS**

This Agreement is for certain management services, as identified in Section 56 (Scope of Services) under authority of Texas Government Code, Chapter 791. County has the authority under Chapter 791 to contract with other local governments for government functions and services. City is a "local government" as defined by Texas Government Code § 791.003(4)(A) and desires to enter into this Agreement pursuant to Chapter 791.

County is in receipt of funds from the United States Department of the Treasury under the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") from the Coronavirus Relief Fund ("CRF").

County desires to contract with City for the administration of the distribution of a portion of Travis County's CARES Act funds by providing funds to City for certain activities authorized in the Treasury CRF Guidance. City is capable of providing the services and related activities for the appropriate reimbursement for distribution of CRF Funding.

On March 6, 2020, the Travis County Judge declared a local state of disaster for a public health emergency in relation to COVID-19.

On March 13, 2020, the Governor of the State of Texas declared a state of disaster and the President of the United States declared a national emergency in relation to COVID-19. The Governor of Texas, on March 13, 2020, invoked Texas Government Code § 418.017 in his state-wide disaster declaration to "authorize the use of all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster."

Some local governments and residents have experienced extraordinary economic strain due to state and local regulations related to the COVID-19 pandemic. County finds that the expenditure of public funds in support of the operations of City and its residents, especially in this time of a pandemic crises, accomplishes a valid public purpose of protecting the Travis County economy and the economic welfare of the residents of Travis County.

The Parties desire to enter into this Agreement for these purposes.

## AGREEMENT

### PART 1- TRANSACTIONAL REQUIREMENTS

#### 1. TERM:

Although expenditures made on and after March 1, 2020 are reimbursable under this Agreement, the term begins on the day this Agreement is last executed by the Parties and continues until March 31, 2021 or until all services have been rendered, the CRF Funding under this Agreement is distributed and all audits and reviews of the expenditures of CRF Funding are completed by the federal government, unless terminated earlier under any provision of it.

#### 2. DEFINITIONS:

2.1 "CARES Act" means the federal Coronavirus Aid, Relief, and Economic Security Act.

2.2 "CRF Funding" means funds up to the Not to Exceed Amount under this Agreement provided to City by County from the funding County has received from the United States Department of the Treasury from the Coronavirus Relief Fund created pursuant to the CARES Act.

2.3 "Eligible COVID-19 Expenditures" means necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic that meet the criteria in this Agreement, in the Treasury CRF Guidance, in the CARES ACT, Direct Costs Program, and in the Social Security Act, section 601(d) which requires that the expenditures:

2.3.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

2.3.2 Were not accounted for in the City budget most recently approved as of March 27, 2020, the date the CARES Act was enacted, and

2.3.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

**Commented [VR1]:** Should this be October 31, 2020? All other dates provided indicate October. Need to discuss with County.

2.4 "Expense Documentation" means complete, accurate itemized invoices, receipts for services or benefits, and management fees, and other appropriate supporting documentation.

2.5 "Proposed City Program" means any specific projects, programs, initiatives, purchases, or disbursements of funds proposed by City.

2.6 "Public Information Act" means Texas Government Code, Chapter 552.



2.7 “Records” means any invoices, receipts, and other appropriate supporting documentation, papers, reports, records, books, data, and other documents that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

2.8 “Treasury CRF Guidance” means the *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, April 22, 2020; *Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020*; and any additional guidance or regulations about the use of CRF funding provided by the United States Department of the Treasury before December 31, 2020.

2.9 “Working Day” means Monday through Friday except for days that County has designated as holidays and listed at <http://www.traviscountytx.gov/human-resources/holiday-schedule>.

**Commented [VR2]:** Need to compare to City’s holiday schedule to determine if the holidays are the same and whether or not the City agrees or additional days need to be added to this section applicable to the City. Need to discuss with County.

### 3. INCORPORATED DOCUMENTS:

3.1 The following documents are incorporated by reference as if fully reproduced in this Agreement:

3.1.1 **Exhibit A-** *Coronavirus Relief Fund Guidance for State, Territorial, Local, and Tribal Governments* from the United States Department of the Treasury, April 22, 2020; and *Coronavirus Relief Fund Frequently Asked Questions Updated as of May 28, 2020*; all provided by the United States Department of the Treasury, as automatically amended by 3.2 when updated.

3.1.2 **Exhibit B-** COVID-19 Response Recovery Uses of Coronavirus Relief Fund, as updated on the Planning and Budget web page for compliance with the most recent advice from the United States Department of the Treasury.

3.1.3 **Exhibit C-** Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion For Covered Contractor.

3.1.4 **Exhibit D-** Federal Anti-Lobbying Certification.

3.2 If the United States Congress, the United States Department of the Treasury, the executive branch of the federal government, the federal judiciary, or any other federal agency with jurisdiction issues any further guidance or regulations on the appropriate use of the CRF funds, that further guidance shall be automatically incorporated into this Agreement as if included in this description of **Exhibit A** without the need for a formal amendment.

### 4. ORDER OF PRECEDENCE:

If there is any conflict or inconsistency between the provisions of this Agreement or any incorporated or referenced document, that conflict or inconsistency shall be resolved in the following order of precedence:

- 4.1 This Agreement and any subsequent amendments;
- 4.2 Exhibit A.
- 4.3 Exhibit B.

#### 5. REPRESENTATIONS AND WARRANTIES OF CITY:

5.1 City represents and warrants that City will use all of the CRF Funding being transferred to it for necessary expenditures incurred due to the public health emergency caused by the coronavirus pandemic and that these expenditures will meet the following criteria of section 601(d) of the Social Security Act:

5.1.1 Are necessary expenditures incurred due to the public health emergency with the coronavirus Disease 2019 (COVID-19),

5.1.2 Were not accounted for in the City budget most recently approved as of March 27, 2020, the date the CARES Act was enacted, and

5.1.3 Were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

5.2 City represents and warrants that City does not intend to and will not use the CRF Funding being transferred to it to fill shortfalls in City's revenue to cover expenditures that would not otherwise qualify as an eligible expenditure.

5.3 City represents and warrants that City will not make prepayments on contracts using the CRF Funding if doing so would not be consistent with City's policies and procedures in the ordinary course of business.

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5.4 City represents and warrants that City will pay any CRF Funding that are not used or that the United States Department of the Treasury determines has not been spent in compliance with this Agreement and the criteria of section 601(d) of the Social Security Act.

#### 6. CITY'S SCOPE OF SERVICES AND OBLIGATIONS:

##### 6.1 Nature of Funding.

6.1.1 City acknowledges and recognizes that the source of the CRF Funding is Travis County and its CARES Act allocation for any public programs or initiatives using the CARES Act funding.

6.1.2 City receives the CRF Funding from County as a sub-recipient. As a sub-recipient of CARES Act funding City acknowledges that its use of the funds is subject to the same terms and conditions as County's use of these such funds and the terms and conditions of this Agreement. City agrees to strictly comply with all terms and conditions of the CARES Act funding, and to pay County for any repayments, penalties, or interest incurred as a result of City's failure to comply with all terms and conditions of the CARES Act funding. Funds spent in non-compliance with the CARES Act are subject to recapture by County for return to the Direct Costs Program or for return to the United States Department of the Treasury.

**Commented [VR4]:** See comment above. Regarding holidays. Need to discuss with County.

## 6.2 Deposit of CRF Funding.

6.2.1 Separate Account. City shall create a separate, segregated account solely for holding and disbursing the CRF Funding and deposit both the initial advance of not more than 20% of the Not to Exceed Amount and the reimbursements based on Eligible COVID-19 Expenditures from the CRF Funding into that account.

6.2.2 Interest Used as Principle. If CRF Funding is deposited into an interest-bearing account or invested, City must treat all interest earned and all proceeds of investment as if it were CRF Funding received from Travis County and use it exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before October 31, 2020. CRF Funding is not subject to the Cash Management Improvement Act of 1990, as amended.

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6.2.3 Taxpayer Identification. Before any CRF Funding is ~~are~~ payable, City shall provide the Travis County Auditor with an Internal Revenue W-9 Request for Taxpayer Identification Number and Certification that is completed in compliance with the Internal Revenue Code, its rules and regulations.

6.2.4 Payment by Direct Deposit. City must email the Travis County Auditor at [CRF-Funding@traviscountytx.gov](mailto:CRF-Funding@traviscountytx.gov) to obtain an electronic form to set up direct deposit into City's segregated CRF Funding account through electronic ACH deposit.

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6.2.5 City must send requests for reimbursement with all necessary Expense Documentation to:

Patti Smith, CPA

Travis County Auditor

Preferably via e-mail to: [CRF-Funding@traviscountytx.gov](mailto:CRF-Funding@traviscountytx.gov)

or

Via US mail to: P.O. Box 1748

Austin, Texas 78767

### 6.3 Request for CRF Funding.

6.3.1 Advance. City must submit its Proposed City Programs to County for approval based on the eligibility criteria in 7.4 to ensure compliance with the requirements of the CARES Act. After County has approved the Proposed City Programs, City may request an advance of CRF Funding through the Travis County Auditor that covers actual costs incurred from on after March 1, 2020 with the Expense Documentation for reimbursement or up to 20% of their Not to Exceed Amount, whichever is larger. No Expense Documentation is required to receive a 20% advance; however, City must pay the County for any amount paid to City for the advance and/or reimbursements for which City has not submitted Expense Documentation for Eligible Covid-19 Expenditures to the Travis County Auditor on or before October 31, 2020.

6.3.2 Reimbursements of the Remainder. City must have written approval for its Proposed City Program from the County to receive reimbursements from the remaining **eighty percent (80%)** of the Not to Exceed Amount. City may request reimbursement of Eligible COVID-19 Expenditures from the Travis County Auditor for the remaining reimbursable **eighty percent (80%)** of the Not to Exceed Amount under this Agreement through October 31, 2020.

6.3.3 Issuance of ACH. Due to statutory requirements for auditing by the Travis County Auditor and approval by Commissioners Court, County may require ten (10) business days to process requests for advances and requests for reimbursements.

### 6.4 Use of CRF Funding.

6.4.1 City shall use all CRF Funding exclusively for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before October 31, 2020 in compliance with this Agreement.

6.4.2 City may use its CRF Funding to reimburse itself for Eligible COVID-19 Expenditures paid and incurred on or after March 1, 2020, and on or before October 31, 2020.

### 6.5 City's Obligations relating to its Use of the CRF Funding.

6.5.1 City shall coordinate with the County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

6.5.2 City shall reimburse and return to the CRF Funding account within thirty days of notice by County any portion of the CRF Funding that the County or the U.S. Department of the Treasury, or their designees deem was not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement. If City's CRF Funding account is already closed out, City shall reimburse and return to County any portion of the CRF Funding that County or the U.S. Department of the Treasury, or their designees deem was

not used for Eligible COVID-19 Expenditures, or not used pursuant to the terms of this Agreement within thirty (30) days of notice by County.

6.5.3 City shall document and justify that each expenditure from its CRF Funding was an Eligible COVID-19 Expenditure in compliance with sections 8 and 13. City shall keep Records sufficient to demonstrate that the CRF Funding has been used in accordance with the Social Security Act, section 601(d) and the Treasury CRF Guidance. City shall deliver a copy of all Expense Documentation and the final report of Eligible COVID-19 Expenditures to the County no later than November 20, 2020, and shall keep the Expense Documentation for a minimum of seven (7) years after the close of the federal **Direct Costs Program** under the CARES Act.

6.5.4 City shall allow inspection of all Expense Documentation and Records related to its expenditure of its CRF Funding by County and the United States Department of the Treasury upon reasonable request in compliance with sections 8 and 13.

6.5.5 City shall return and re-pay any CRF Funding that has not been expended by 11:59 p.m., October 31, 2020.

6.5.6 By November 20, 2020, City shall provide County with a report of the use of all CRF Funding and return any CRF Funding that was not used for Eligible COVID-19 Expenditures. Any and all CRF Funding may be collected and redistributed at County's discretion.

6.6 City's Obligations for Use of the CRF Funding Received as Reimbursements.

6.6.1 City may choose to set up programs that are in compliance with the eligibility criteria in subsection 7.5 of this Agreement. City shall coordinate with County any public programs or initiatives so that no duplication of services, initiatives, or programs occurs.

6.6.2 City shall only request reimbursement from the CRF Funding for Eligible COVID-19 Expenditures. It is City's responsibility to remain informed of and act in accordance with all updates and amendments to the CARES Act and the Treasury CRF Guidance. If the City is not sure that an expenditure is an Eligible COVID-19 Expenditure, it should seek an opinion from its City Attorney before making the expenditure.

6.6.3 City shall only disburse the advance of the CRF Funding or claim reimbursements from the CRF Funding for Eligible COVID-19 Expenditures for City's response to the COVID-19 disaster for its own operational needs and for the needs of eligible City residents and businesses within its municipal corporate limits and within Travis County boundaries as determined by County.

6.6.4 City shall report all expenditures made under this Agreement and submit claims for reimbursements to County on a monthly basis through November 20, 2020 in any report format as determined by County in County's sole discretion.

6.7 Attorney's Fees and Costs. City shall pay County's reasonable and necessary attorney's fees and costs if County is required to undertake litigation against City to enforce the terms of this Agreement to the extent allowed by law.

6.8 Subsequent Direct Federal Funding for City. If the United States Congress enacts additional statutes that provide funding directly to City for responses to the COVID-19 disaster, there is a risk that City's use of that funding may change the eligibility of claims previously reimbursed by County. City shall ensure that its use of that new federal funding does not result in a change in the determination of whether the expenditures reimbursed to City by County are compliant with the CARES Act and the Treasury CRF Guidance. If they are no longer compliant, the City must pay back the reimbursement so County can either use the funding for another compliant use or pay that portion of the CRF funds back to the United States Department of the Treasury.

## 7. COUNTY'S OBLIGATIONS:

7.1 Supervision. The Travis County Auditor in consultation with County's consultant for maximizing the efficiency and effectiveness of County's response shall maintain supervisory control of the ultimate reimbursement from CRF Funding for funds City has disbursed under any pre-approved Proposed City Program.

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7.2 Calculation of Maximum City Funding. The estimated population under this formula and the amount of funds provided to City shall be in the sole discretion of the County.

7.2.1 "Funding Formula" means the formula used by the State of Texas to allocate a portion of the state's CRF funds among counties and cities with a population of 500,000 or less which results in **Fifty Five Dollars** per "City Resident", which is defined as a person who resides within the City and the boundaries of Travis County.

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7.2.2 County shall calculate the Not to Exceed Amount using the **Dollars** per City Resident resulting from using the Funding Formula.

7.2.3 "Not to Exceed Amount" means **Fifty-Five Dollars (\$55)** per City Resident multiplied by the Number of City Residents Residing Within Travis County Boundaries when the population used equals the US Census Bureau's estimated 2019 population, or the most recent US Census Bureau's estimated population available.

7.2.4 Within this Not to Exceed Amount City may include management fees for costs it incurs for administering the CRF Funding that were not included in its most recent

approved budget before March 27, 2020 if those costs do not exceed **ten percent (10%)** of all funds received under this Agreement. For example, if the City must hire additional staff or pay overtime that was not included in the budget to manage an approved Proposed City Program, these expenditures up to 10% of the CRF Funding provided to the City under this Agreement may be claimed for reimbursement.

7.2.5 If City submits a Proposed City Program or requests reimbursement for expenditures that do not clearly meet the criteria in the CARES Act and it is necessary for County to seek review of the request by its consultant with this compliance expertise, County may charge that against City's Not to Exceed Amount as an expense necessary for County to administer this Agreement. These charges will be documented by an invoice from the consultant that indicates the fee charged, the subject matter of the request and the City making the request for review for payment.

7.3 Distribution of Not to Exceed Amount.

7.3.1 Subject to the terms and conditions of this Agreement, County shall transfer from its CARES Act funding **twenty percent (20%)** of City's Not to Exceed Amount under this Agreement to City within 10 business days after County approval of the Proposed City Programs and request for the advance payment.

7.3.2 Through October 31, 2020, County shall reimburse City for Eligible COVID-19 Expenditures from the remaining reimbursable **eighty percent (80%)** of the Not to Exceed Amount for Proposed City Programs approved by County.

7.4 Eligibility for Advance and/or Reimbursement. The Proposed City Program must comply with the following criteria:

7.4.1 City has presented a documented need for the Proposed City Program, in the format requested by the County Auditor;

7.4.2 To avoid duplication of benefits which is prohibited by the Treasury CRF Guidance, the Proposed City Program, does not provide the same or similar benefits to City's residents or businesses that are provided by a County program, unless the City has coordinated with the County staff or the County consultant for the applicable County program to ensure that there is no duplication of benefits. The Proposed City Programs are subject to the following:

7.4.2.1 If the Proposed City Program provides benefits for businesses in the form of grants or loans or business coaching that city-City must coordinate with Business and Community Lenders of Texas about any businesses which it is considering for a grant or a loan, and communicate identifiable information about these businesses on a frequent basis and before awarding and advancing

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Need to discuss with County.

funds to small businesses in their jurisdiction and not award additional funding to a business to which County has already advanced funding, or

7.4.2.2 If the Proposed City Program provides benefits for residents, the City benefits for residents cannot include assistance with rent, mortgage payments or utility costs, because such assistance is already provided by County.

7.4.3 The Proposed City Program only addresses needs of City's residents resulting from the declared COVID-19 disaster and small businesses within the boundaries of Travis County, and does not provide direct benefits to those in adjacent counties;

7.4.4 The Proposed City Program, addresses needs resulting from the declared COVID-19 disaster with costs incurred beginning on or after March 1, 2020 in compliance with the CARES Act and the Treasury CRF Guidance;

7.4.5 If approved, City will be able to use or distribute all of the funds provided for the Proposed City Program before October 31, 2020 to ensure full expenditure of the funding received by County from the CARES Act funds;

7.4.6 To maximize federal funding available for use within the Travis County boundaries, City must have submitted the Proposed City Program for any applicable federal grant or funding through another federal funding source like FEMA and have had that submission disallowed unless the Proposed City Program is clearly not eligible for any other funding;

7.4.7 The Proposed City Program was not included in City's most recent budget approved before March 27, 2020 as certified by the appropriate official of City;

7.4.8 The Proposed City Program does not, directly or indirectly (such as assistance with payment of ad valorem taxes), replace City revenue lost as a result of the COVID-19 disaster; and

7.4.9 The Proposed City Program complies with the CARES Act and the Treasury CRF Guidance.

7.5 Requirements for Reimbursement. County shall reimburse City in an aggregate amount up to City's Not to Exceed Amount which is dollars (\$XX) for Proposed City Programs if City:

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7.5.1 Has obtained written pre-approval from County staff in consultation with its consultant for maximizing the efficiency and effectiveness of County's response for the Proposed City Program based on the eligibility criteria in section 7.5;



7.5.2 Before October 31, 2020, requests reimbursement for the specific Proposed City Programs approved by the County;

7.5.3 Complies with the reporting requirements in this Agreement on a timely basis;

7.5.4 Complies with County's requirements placed on approval of the Proposed City Program; and

7.5.5 Certifies that none of the amounts submitted for reimbursement were:

7.5.5.1 Included in City's most recent budget approved before March 27, 2020 or

7.5.5.2 Used directly or indirectly (such as assistance with payment of ad valorem taxes) to replace City revenue lost as a result of the COVID-19 disaster.

## 8. REPORTING REQUIREMENTS AND ACCOUNTABILITY:

8.1 Required Documentation. City must submit complete, accurate Expense Documentation as required by the Travis County Auditor, following the completion of the services or activity and disbursement of the funds related to them. Specifically, City shall itemize the Expense Documentation. Within the Expense Documentation, City must include invoices from subcontractors and suppliers, if any.

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8.2 Timing of Submission. City understands and acknowledges that all Expense Documentation must be submitted to County on a rolling monthly basis before October 31, 2020. On or before the first day of each month before October 31, 2020, City must submit all required Expense Documentation as Eligible COVID-19 Expenditures are incurred and City disburses funds. City must submit only Expense Documentation that relates to services rendered and funds disbursed during the previous month. There is one exception to this. City may submit Expense Documentation for services rendered and/or funds disbursed between March 1, 2020 and the date this Agreement begins with Expense Documentation for the first month after this Agreement begins if the Proposed City Program has been approved and the expenditures are Eligible COVID-19 Expenditures.

8.3 Penalties. If City fails to comply with County's reporting requirements, performance objectives, or other requirements relating to City's performance of work, deliverables, and services under this Agreement, County may either withhold reimbursements until City complies with all reporting and other requirements, or terminate this Agreement, in accordance with the termination section provided herein, with no obligation to reimburse for undocumented or ineligible services, or both.

8.4 Maintenance and Retention of Records. City shall keep and maintain its Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement in standard accounting form. City shall make these Records available in Travis County for inspection by

County or authorized County and federal personnel upon request. City must keep and maintain these Records for at least seven (7) years after termination or expiration of this Agreement. If any litigation, claim, or audit involving these Records begins before that specified time period expires, City must keep these Records after the seven (7) years and until all litigation, claims, or audit findings are resolved. **City is strictly prohibited from destroying or discarding any Records reasonably pertinent to the fulfillment of the requirements of this Agreement, unless the time period for maintaining them under this subsection 8.4 has lapsed. Destruction is deemed non-compliance.**

8.5 Federal Accounting Requirements. City acknowledges that CRF Funding payments are considered to be "other financial assistance" under 2 C.F.R. § 200.40 and City is subject to the following federal accounting requirements under CFDA #21.019:

8.5.1 a single audit pursuant to the Single Audit Act (31 U.S.C. §§ 7501-7507) or a program specific audit pursuant to 2 C.F.R. § 200.501(a), ~~if~~ if City as a subrecipient has spent \$750,000 or more in federal awards during its fiscal year, and

8.5.2 the following requirements in the Uniform Guidance (2 C.F.R. Part 200):

8.5.2.1 2 C.F.R. § 200.303 regarding internal controls,

8.5.2.2 §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and

8.5.2.3 subpart F regarding audit requirements.

8.6 Access to Records and Audit. City grants County, any of its duly authorized representatives, and any authorized representative of the Federal Government the right to timely and unrestricted access to any City Records that are pertinent to the fulfillment of the requirements of this Agreement, to perform audits, examinations, excerpts, transcripts, and to substantiate the provision of services under this Agreement. City shall furnish all Records to authorized County and federal personnel in Travis County, Texas, at reasonable times and within reasonable periods. This right also includes the right to timely and reasonable access to City's personnel for the purpose of reviewing, interviewing, evaluating, monitoring and making copies of Records related to these audits and examinations. The Travis County Auditor, her delegates or assigns, and those of any other governmental entity approved by County have the unrestricted right to audit all Records that are reasonably pertinent to the fulfillment of the requirements of this Agreement.

8.7 Requirement to Address Audit Findings.

8.7.1 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 Interlocal Agreement, applicable laws,

regulations, or the City's obligations hereunder, City agrees to propose and submit to County a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the City's receipt of the findings. City's corrective action plan is subject to the approval of County.

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

8.7.8 Ownership. All information, data, and supporting documentation that are pertinent to the fulfillment of the requirements of this Agreement remain the property of City.

#### 9. CONFIDENTIALITY:

9.1 City shall not disclose privileged or confidential communications or information acquired during performance under this Agreement, unless authorized by law. City shall adhere to all applicable confidentiality requirements, as required by law, for performance under this Agreement.

9.2 Public Information Act. The Parties acknowledge that County and City are subject to the Texas Public Information Act. Despite any other provision, the Parties agree that if any provision of this Agreement, or other documents related to this Agreement, including any exhibit, attachment, amendment, addendum, or other incorporated document, is in conflict with the Public Information Act, that provision shall not have any force or effect. The Parties expressly acknowledge and agree that the County, Travis County Commissioners Court, the County Judge, any Elected County Officials, County Department Heads or County Employees (collectively, "County Requestors") may request advice, decisions and opinions of the Attorney General of Texas about the application of the Public Information Act to any item, data or information, or any software, hardware, firmware, or any part of them, or any other equipment or thing or item furnished to or in the possession or knowledge of County. The Parties further acknowledge and agree that County Requestors have the right and obligation by law to rely on the advice, decisions and opinions of the Attorney General of Texas. City releases County Requestors from any liability or obligation of any type, kind or nature regarding any disclosure of any software, hardware, firmware, or any part of them, or other equipment or item, data or information, or any other thing or item furnished by City or in the possession or knowledge of the County that is determined by County in reliance on any advice, decision or opinion of the Attorney General of Texas to be available to the public or any persons.

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9.3 The Party that receives a Public Information Act request for documents related to this Agreement or any program undertaken pursuant to this Agreement shall handle that request.

#### **10. ALLOCATION OF RISK:**

**THE PARTIES AGREE TO BE RESPONSIBLE EACH FOR THEIR OWN NEGLIGENT ACTS OR OMISSIONS, OR OTHER TORTIOUS CONDUCT IN THE COURSE OF PERFORMANCE OF THIS AGREEMENT. THE PARTIES AGREE THAT ANY LIABILITY OR DAMAGES OCCURRING DURING THE PERFORMANCE OF THIS AGREEMENT CAUSED BY THE JOINT OR COMPARATIVE NEGLIGENCE OF THE PARTIES, OR THEIR EMPLOYEES, AGENTS OR OFFICERS, SHALL BE DETERMINED IN ACCORDANCE WITH COMPARATIVE RESPONSIBILITY LAWS OF TEXAS. THIS PARAGRAPH SHALL NOT BE INTERPRETED TO CREATE OR GRANT ANY RIGHTS, OR WAIVE ANY IMMUNITY, CONTRACTUAL OR OTHERWISE, IN OR TO ANY PERSONS OR ENTITIES NOT A PARTY TO THIS AGREEMENT.**

#### **11. INSURANCE:**

At all times during this Agreement, City and County shall maintain insurance coverage commensurate with that Party's obligations under this Agreement in full force or, to the extent permitted by applicable laws, maintain self-funded insurance reserves commensurate with that Party's obligations under this Agreement and in accordance with sound risk management practices. City and County are responsible for ~~the~~ their respective costs of this insurance, including any deductible amounts in any policy and any denials of coverage made by their own respective insurers.

#### **12. EXPENSES AND TAX**

12.1 Unless prior written approval by County is obtained or otherwise detailed in this Agreement, City shall be responsible for all mileage and other miscellaneous expenses related to the fulfillment of the requirements of this Agreement. Mileage and other miscellaneous expenses shall not be reimbursable or included in the Not to Exceed Amount.

12.2 County, as a political subdivision of Texas, is exempted from the payment of Texas state and local sales, excise, and use taxes pursuant to Tex. Loc. Gov't Code § 151.309, and, therefore, shall not be liable to the City for the payment of these taxes under this Agreement. County shall not reimburse City for any sales, use, personal property or other taxes attributable to periods on or after the effective date of this Agreement or based upon City's cost in its performance or acquiring products or services or materials or supplies furnished or used by City under this Agreement.

#### **13. GENERAL FISCAL TERMS AND CONDITIONS:**

13.1 Not to Exceed Amount. City understands and agrees that the maximum total amount reimbursable for the services and funds distributed through approved Proposed City Programs

under this Agreement shall not exceed the **Not to Exceed Amount as determined by Section 7.2, distributed in 7.3 and stated in Section 7.5** unless a written amendment is approved by the Travis County Commissioners Court and is executed by the Parties. County shall not pay for any services nor distribute any funds that would cause the amounts paid under this Agreement to exceed the Not to Exceed Amount.

13.2 Transparency to Avoid Duplication of Funding. City understands and agrees that it is necessary for City to be completely transparent with County about its funding submissions for and use of other types of grant funding to avoid duplication of reimbursements of expenditures eligible from more than one grant source. City shall provide County the names of the alternate sources of funding and copies of all expenditures that it submits or plans to submit for funding from other sources, including other federal grants, insurance coverage and philanthropic gifts or grants. City shall also provide County with notice of approvals and rejections of these submissions and will certify that all information submitted to the County is true, accurate and complete to the best of the certifying official's knowledge.

13.3 Monitoring. The Travis County Auditor is responsible for monitoring reporting compliance and fiscal compliance with the Not to Exceed Amount and shall resolve any dispute between the Parties related to County's reimbursements to City under this Agreement.

13.4 Reimbursements for Remainder. City may request reimbursements for the remaining reimbursable **eighty percent (80%)** of the CRF Funding through October 31, 2020. If City seeks funding after October 31, 2020, County may, in its sole discretion, disallow or refuse to fund any activity or disbursement. County shall not reimburse City for any costs that are not allowable under applicable statutes, rules and regulations. City shall not distribute or use CRF Funding for any expenditures that are not allowable under applicable statutes, rules and regulations. If County has advanced CRF Funding or reimbursed City for expenditures that are ineligible or become ineligible as a result of changes in the CARES Act or the Treasury CRF Guidance, County has the right to withhold all or part of any subsequent reimbursement to City to offset a reimbursement to City for expenditures that were ineligible or became ineligible or for which City has not provided Expense Documentation as determined by County Auditor in her sole discretion.

13.5 Refund provision. County has the right to demand repayment of any funds paid to City that did not comply with the terms of this Agreement or that were determined by the County or the federal government to be ineligible expenditures unless these were offset against a subsequent reimbursement. Upon notice by County, City shall promptly pay back any monies previously reimbursed by County that County, in its sole discretion, determines were ineligible expenditures by City or were not in compliance with this Agreement.

13.6 Prior Debts. County shall not be liable for costs incurred or performances rendered by City before March 1, 2020 or after October 31, 2020; for expenditure that City has not submitted a request for reimbursement to County within the applicable time frame stated in

this Agreement; or for any reimbursement for services or activities not provided in compliance with this Agreement.

13.7 Prevention of Fraud and Abuse. City shall establish, maintain and use internal management procedures sufficient to provide for the proper, effective management of all activities funded under this Agreement. City shall report any known or suspected incident of fraud or program abuse involving City's employees or agents immediately to the County in writing. City and County agree that every person who, as part of their employment, receives, disburses, handles or has access to funds reimbursed pursuant to this Agreement does not participate in accounting or operating functions that would permit them to conceal accounting records and the misuse of said funds.

13.8 Prompt Payment Act. City agrees that a temporary delay in making payments due to the County's accounting and disbursement procedures shall not place the County in default of this Agreement and shall not render the County liable for interest or penalties, provided the delay does not exceed thirty (30) days after its due date. Any payment not made within thirty (30) days of its due date shall bear interest in accordance with Chapter 2251 of the Texas Government Code.

13.9 Federal Funded Agreement. This Agreement is funded by the federal government; therefore, unless otherwise stated in this Agreement and without additional reimbursement by County, City shall comply timely with any state or federal statute, rule, regulation, grant, contract provision, subsequent federal guidance or other similar restriction that imposes additional or greater requirements than stated in this Agreement that is directly applicable to the performance under this Agreement.

13.10 Fiscal Funding Clause. Despite any provision in this Agreement, the obligations of County under it are expressly contingent upon the availability of funding for each obligation in it for the duration of the Agreement. City has no right of action against County if County is unable to fulfill its obligations under this Agreement as a result of lack of sufficient funding for obligation from any source used to fund this Agreement or failure to budget funding for this Agreement during the current or future fiscal years. If County is unable to fulfill its obligations under this Agreement due to a lack of sufficient funding, or if funds become unavailable, County, at its sole discretion, may provide funds from a separate source or may terminate this Agreement by written notice to City at the earliest possible time, in accordance with the termination section provided herein.

#### **14. AMENDMENTS AND CHANGES IN THE LAW:**

14.1 A modification, amendment, novation, renewal or other alteration of this Agreement shall not be effective unless mutually agreed upon in writing, approved by ~~Travis County Commissioners Court~~ the Parties' governing bodies and executed by the Parties.

14.2 Any alteration, addition or deletion to this Agreement which is required by changes in federal law, federal guidance, or state law are automatically incorporated into this Agreement without written amendment to it and are effective on the date designated by that law or guidance.

**15. ASSIGNMENT:**

City may not assign its rights and duties under this Agreement. Any assignment attempted shall be null and void.

**16. SUBCONTRACTING:**

The costs of any subcontracted services related to City's performance of this Agreement are included in the Not to Exceed Amount in this Agreement. If City enters into subcontracts related to its performance of this Agreement, the subcontracts must be in writing and subject to all requirements in this Agreement. City acknowledges that it is solely responsible to County for the performance of this Agreement. City shall pay all subcontractors in a timely manner. County has the right to prohibit City from using any subcontractor.

**17. REMEDIES AND WAIVER OF BREACH:**

17.1 City and County both have a duty to mitigate damages.

17.2 The rights and remedies in this Agreement are cumulative, and either Party's use of any right or remedy does not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the Parties may have by law or statute or in equity, including injunctive relief. Pursuit of any remedy is not a forfeiture or waiver of any obligation of a defaulting Party under this Agreement or of any damages accruing by reason of the default.

17.3 Any waiver of any breach or any provision of this Agreement must be in writing.

17.4 It is not a waiver of default if the non-defaulting Party does not declare a default immediately or delays in taking any action. The waiver of any provision or any breach of this Agreement shall not be deemed or interpreted to be a waiver of any other provision or any other breach of this Agreement.

**18. REMEDIES FOR NON-COMPLIANCE AND TERMINATION:**

18.1 If County determines that City materially fails to comply with any term of this Interlocal Agreement, whether stated in a federal or state statute or regulation, an assurance, certification, or any other applicable requirement, County, in its sole discretion may take actions including:

- 18.1 Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by County;
- 18.2 Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
- 18.3 Disallowing claims for reimbursement;
- 18.4 Wholly or partially suspending ~~or terminating~~ this Interlocal Agreement;
- 18.5 Requiring return or offset of previous reimbursements;
- 18.6 Prohibiting the City from applying for or receiving additional funds for other grant programs administered by County until repayment to County is made and any other compliance or audit finding is satisfactorily resolved;
- 18.7 Reducing the grant award maximum liability of County;
- 18.8 Terminating this Interlocal Agreement;
- 18.9 Imposing a corrective action plan;
- 18.10. Withholding further awards; or
- 18.11 Taking other remedies or appropriate actions.

**Commented [VR9]:** Repetitive. Same as subsection 18.8 below.

City costs resulting from obligations incurred during a suspension or after termination of this Interlocal Agreement are not allowable unless County expressly authorizes them in the notice of suspension or termination or subsequently, in accordance with the suspension and termination sections provided herein.

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

18.2 Suspension. If County desires to suspend the reimbursements or services under this Agreement, but not terminate it, County may issue a written order to stop work. The written order shall set out the terms of the suspension. City shall stop all services pursuant to this Agreement and will cease to incur costs or disburse funds during the suspension. City may resume services and disbursements when notified by County in a written authorization that the suspension is lifted. If a change in the terms and conditions of reimbursement under this Agreement is necessary because of a suspension, the Parties will approve and execute a mutually agreed amendment.

18.3 Termination. At its option and without prejudice to any other remedy to which it may be entitled to at law or in equity, or elsewhere in this Agreement, County may terminate this Agreement, in whole or part, with or without cause, by giving thirty (30) days prior written notice to City and City shall cease all performances and disbursement of CRF funding under this Agreement to the extent specified in the notice of termination and on the date specified in the notice or on the date of termination. Upon receipt of the notice, City shall not incur any new obligations or perform any additional services and shall cancel any outstanding obligations related to services or benefits to be provided. County's termination of this Agreement shall not subject County to liability for any reason.



18.3.1 Without Cause: Each Party may terminate this Agreement, in whole or in part, without cause, upon thirty (30) days prior written notice to the other Party.

18.3.2 With Cause: County has the right to terminate this Agreement immediately, in whole or in part, at its sole discretion, by giving written notice to City and City shall cease all performances and disbursements of CRF funding under this Agreement on the date specified in the notice for the following reasons:

18.3.2.1 Non-performance by City or City’s failure or inability to perform or substantially perform under this Agreement within the time specified, for whatever reason, including due to judicial order, injunction or any other court proceeding;

18.3.2.2 City’s improper use, misuse, or inept use of CRF Funding under this Agreement;

18.3.2.3 City’s submission of Expense Documentation and/or reports that are incorrect, incomplete, or false in any way; or

18.3.2.4 City’s failure to comply with the reporting requirements, the specifications of the Proposed City Programs approved by the County under this Agreement, applicable federal, state, or local laws, rules, regulations and ordinances, or any other provision stated in this Agreement.

**19. NOTICE:**

19.1 Method. Any notice to be given under this Agreement is deemed to have been given if given in writing and delivered in person or mailed by overnight or Registered Mail, postage pre-paid, to the party who is to receive the notice at the addresses stated in 19.2. Such notice is deemed to have been given three (3) Working Days after the date it was delivered or mailed.

19.2 Addresses for Notice.

**TO COUNTY:**

Judge Samuel T. Biscoe \_\_\_\_\_  
Travis County \_\_\_\_\_  
700 Lavaca Avenue St. 2nd Floor \_\_\_\_\_  
Austin, Texas 75701 (512) 854-9555 (office) \_\_\_\_\_

**TO CITY:**

Thomas Bolt \_\_\_\_\_  
~~Mayor~~ City Manager, City of Manor \_\_\_\_\_  
105 E. Eggleston Street \_\_\_\_\_  
Manor, Texas 78653 (512) 272-5555 (office) \_\_\_\_\_

With a copy to:

Bonnie S. Floyd, MBA, CPPO, CPPB \_\_\_\_\_ Paige H. Saenz \_\_\_\_\_  
Purchasing Agent \_\_\_\_\_ City Attorney \_\_\_\_\_  
Travis County Purchasing Office \_\_\_\_\_ 223 West Anderson Lane, \_\_\_\_\_

700 Lavaca Avenue St. 7<sup>th</sup> Floor \_\_\_\_\_ Suite A-105  
Austin, Texas 75701 (512) 854-9700 (office) \_\_\_\_\_ Austin, Texas 78752 (512) 323-5778 (office)

19.3 **Change of Address.** Each Party may change its address for notice by giving Notice of the new address. County and ~~Contractor~~ City shall give notice to each other of any change in its address, including a change in the person to whom attention is directed, within fifteen (15) ~~Days~~ days of the change.

## 20. IMMUNITY:

**20.1 County Immunity.** This Agreement is expressly made subject to County's Sovereign Immunity, Title 5 of the Texas Civil Practices and Remedies Code and all applicable federal and state law. The Parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver of any immunities from suit or from liability that the County has by operation of law.

**20.2 City Waiver of Sovereign Immunity.** In consideration of County providing the CRF Funding to enable City to serve residents within the portion of City's jurisdiction within Travis County and to the extent that City may be or become entitled to claim for itself or its property or revenues any immunity on the ground of sovereignty or the like from suit, court jurisdiction, attachment prior to judgment, attachment in aid of execution of a judgment or execution of a judgment, and to the extent that in any such jurisdiction there may be attributed such an immunity (whether or not claimed), City hereby irrevocably and unconditionally agrees not to claim and hereby irrevocably waives such immunity with respect to the obligations under this Agreement and in particular the obligations to return CRF Funding to County if funds are not expended by October 31, 2020 or if any expenditures are determined by County or the United States Department of the Treasury, at any time, not to comply with the requirements in the CARES Act or under this Agreement. In addition, City acknowledges that this waiver of immunity is material to the formation of this Agreement, and is intended to be and is a this clear and unambiguous waiver of any immunity from both suit and liability that City may have for recovery by County of CFR Funding provided by and through the County under this Agreement.

**Commented [VR10]:** City cannot waive immunity unless stated by law. Need to discuss with County.

**Commented [VR11]:** May need to revise this further for clarity. Discuss with County.

## 21. COMPLIANCE WITH LAWS:

City shall comply with all federal, state, and local statutes, ordinances, rules, regulations and federal Executive Orders applicable to the performance of this Agreement. City is responsible for ensuring this compliance.

## 22. BINDING AGREEMENT:

This Agreement is binding upon City and County and their respective heirs, successors, executors, administrators and assigns.

### 23. INTERPRETATIONAL GUIDELINES:

23.1 Contra Proferentum. The doctrine of contra proferentum shall not apply to this Agreement. If an ambiguity exists in this Agreement, the Agreement shall not be interpreted against the Party that drafted the Agreement and that Party is not responsible for the language used.

23.2 Law and Venue. The laws of the State of Texas and the CARES Act and the Treasury CRF Guidance and any applicable guidance from the Federal Government or Federal Agency related to the CRF or the CARES Act govern the interpretation of this Agreement. All obligations under this Agreement are performable in Travis County, Texas. The state or federal courts in Travis County shall be the sole and exclusive venue for any litigation between the Parties based on this Agreement.

23.3 Severability. If any portion of this Agreement is ruled invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement remains valid and enforceable.

23.4 Interpretation of Time. All times stated in this [Contract Agreement](#), are stated in Central Time. Standard and Daylight Savings are applied based on the time in Austin, Texas on the stated date. In computing periods of time under this [Contract Agreement](#), exclude the first Day and include the last Day. If the last Day is not a Working Day, extend the period until the next Working Day.

23.5 Number and Gender. The singular includes the plural and the plural includes the singular. Words of one gender include the other genders.

23.6 Headings. The headings and titles in this Agreement are for convenience only and are not to be used in interpreting this [Contract Agreement](#).

### 24. PERSONS NOT A PARTY NOT TO BENEFIT:

The obligations of each Party to this Agreement shall inure solely to the benefit of the other Party, and no other person or entity may be a third person beneficiary of this Agreement or have any right to enforce any obligation created or established under it.

### 25. ENTIRE AGREEMENT:

This Agreement including the Exhibits incorporated as a part of it are the entire agreement relating to the subject matter of it between the Parties and supersedes any other agreement about the subject matter of this transaction, whether oral or written, and except as provided in Section 13, this Agreement may not be modified. Each Party acknowledges that the other Party, or anyone acting on behalf of the other Party has not made any representations, inducements, promises or agreements, orally or otherwise, unless those representations, inducements, promises or agreements are stated in this Agreement, expressly or by incorporation.

## **26. INDEPENDENT CONTRACTOR:**

City, including its employees, agents and licensees, is an independent contractor and not an agent, servant, joint venture or employee of County. City is responsible for its own acts, omissions, forbearance, negligence and deeds, and for those of its agents or employees in conjunction with the performance of services or disbursement of funds under this Agreement. City is specifically responsible for sufficient supervision and inspection to ensure compliance in every respect with the requirements of this Agreement. There shall be no contractual relationship between County and any subcontractor, agent, employee or supplier of City by virtue of this Agreement.

## **PART 2 – MISCELLANEOUS FEDERAL MANDATES**

### **1. CIVIL RIGHTS AND EQUAL OPPORTUNITY IN EMPLOYMENT**

During the performance of this Agreement, City agrees as follows:

1.1 City will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. City will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This action includes, but is not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. City agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

1.2 City will, in all solicitations or advertisements for employees placed by or on behalf of City, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

1.3 City will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising these labor union or workers' representatives of City's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

1.4 City will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

1.5 City will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or

pursuant to it, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with these rules, regulations, and orders.

1.6 If City is not compliant with the nondiscrimination clauses of this Agreement or with any of these rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and City may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

1.7 City will include the portion of the sentence immediately preceding paragraph 1.1 and the provisions of paragraphs 1.1 through 1.7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that these provisions will be binding upon each subrecipient or vendor. City will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event City becomes involved in, or is threatened with, litigation with a subrecipient or vendor as a result of this direction by the administering agency City may request the United States to enter into such litigation to protect the interests of the United States.

1.8 List of Pertinent Nondiscrimination Authorities: City for itself, its assignees, and successors in interest agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123),

as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);

- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and Citys, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## **2. FEDERAL ANTI-LOBBYING CERTIFICATION**

2.1 City agrees that its authorized official shall execute the Federal Anti-Lobbying Certification found in Exhibit D this Agreement. Exhibit D is expressly incorporated in and made a part of this Agreement.

2.2 No Federal appropriated funds have been paid or will be paid, by or on behalf of City, 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 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.

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

2.4 City shall require that

2.4.1 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

2.4.2 all subrecipients 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. City certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, City understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

### **3. CERTIFICATION REGARDING DEBARMENT**

3.1 Because this Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000, City is required to verify that none of the contractors, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

3.2 City 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 to comply with these regulations in any lower tier covered transaction into which it enters.

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

3.4 City agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. City further agrees to include a provision requiring this compliance in its lower tier covered transactions.

3.5 City shall complete and update a Certification Regarding Debarment on the form in Exhibit C whenever there is a change in status.

#### **4. HIPAA COMPLIANCE**

City shall ensure that the persons performing services under this ~~Contract Agreement~~ comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH"), and 45 Code of Federal Regulations, Part 164 which forms a portion of the regulations issued under HIPAA and HITECH; the Genetic Information Nondiscrimination Act of 2008; 42 Code of Federal Regulations, Part 2 which forms the regulations on Confidentiality of Alcohol and Drug Abuse Patient Records and Tex. Health & Safety Code Ann. §§ 81.046, 181.001, 241.151, and 611.001.

#### **5. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, City, or any other party pertaining to any matter resulting from the Agreement.

#### **6. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS**

6.1 City acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to City's actions pertaining to this Agreement.

6.2 False Statements by City. By acceptance of this Interlocal Agreement, City makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this Interlocal Agreement. If applicable, City will comply with the requirements of 31 USC § 3729, which set forth that recipients of federal payments shall not submit a false claim for payment. If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the City signs or executes the Interlocal Agreement with a false statement or it is subsequently determined that City has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this Interlocal Agreement, then County may consider this act a possible default under this Interlocal Agreement and may terminate or void this Interlocal Agreement for cause and pursue other remedies available to County under this Interlocal Agreement and applicable law. False statements or claims made in connection with County 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.

#### **7. COMPLIANCE WITH THE AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT**

7.1 Overtime requirements. No Contractor or Subrecipient contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall



require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

7.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5) the City and any Subrecipient responsible therefor shall be liable for the unpaid wages. In addition, such City and Subrecipient shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5), in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section (29 C.F.R. Sec. 5.5).

7.3 Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency or any other funding source or its loan or grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by City or Subrecipient under any such contract or any other Federal contract with the same prime City, or any other federally-assisted contract subject to the Agreement Work Hours and Safety Standards Act, which is held by the same prime City, such sums as may be determined to be necessary to satisfy any liabilities of such City or Subrecipient for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section (29 C.F.R. Sec. 5.5).

7.4 Subcontracts. City or Subrecipient shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section (29 C.F.R. Sec. 5.5) and also a clause requiring the Subrecipients to include these clauses in any lower tier subcontracts. The prime City shall be responsible for compliance by any Subrecipient or lower tier subrecipient with the clauses set forth in paragraphs (b)(1) through (4) of this section (29 C.F.R. Sec. 5.5).

## **8. CLEAN AIR ACT**

8.1 City 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.

8.2 City agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

8.3. City agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

## **9. FEDERAL WATER POLLUTION CONTROL ACT**

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9.1. City 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.

9.2. City agrees to report each violation to the County and understands and agrees that County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency or any other funding source, and the appropriate Environmental Protection Agency Regional Office.

9.3. City agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA or any other funding source.

## **10. PROCUREMENT OF RECOVERED MATERIALS**

10.1 In the performance of this Agreement, City shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired—

10.1.1 Competitively within a timeframe providing for compliance with the contract performance schedule;

10.1.2 Meeting contract performance requirements; or

10.1.3 At a reasonable price.

10.2 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](https://www.epa.gov/smm/comprehensive_procurement_guideline-cpg-program)."

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## **11. PROHIBITED COSTS**

CRF Funding s may not be used in connection with the following acts by City or individuals employed by CRF Funding:

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 the CRF Funding.

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.

## **12. REQUIRED DOCUMENTATION**

Funding for this Interlocal 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 Interlocal Agreement must be made in accordance with this Interlocal Agreement and any other applicable laws, rules or regulations. Further, City acknowledges that all funds are subject to recapture and repayment for non-compliance.

### **Part 3 – APPLICABLE STATE STATUTES**

#### **1. PUBLIC INFORMATION AND MEETINGS**

- 1.1 City acknowledges that the County of Travis, a corporate and political subdivision of the State of Texas, and this Interlocal Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA").
- 1.2 City acknowledges that County will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.
- 1.3 City acknowledges that information created or exchanged in connection with this Interlocal Agreement, including all reimbursement Expense Documentation submitted to County, is subject to the PIA, whether created or produced by the City or any third party, and the City 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 County or United States Department of the Treasury.
- 1.4 City will cooperate with County in the production of documents or information responsive to a request for information.

#### **2. E-VERIFY**

By entering into this Interlocal Agreement, City certifies and ensures that it utilizes and will continue to utilize, for the term of this Interlocal Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the

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contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the City pursuant to the Interlocal Agreement.

### **3. ENERGY CONSERVATION**

If applicable, City 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.

### **4. NEPOTISM**

City shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the City's governing body or of the City'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.

### **5. CHILD PROTECTION**

5.1 City shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.

5.2 City 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. City shall also ensure that all program personnel are properly trained and aware of this requirement.

### **6. WORKPLACE PROTECTION**

6.1 City 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.

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

## **Part 4 - SIGNATURES AND EXHIBITS**

### **1. DUPLICATE ORIGINALS:**

This Agreement may be executed in duplicate originals and is effective when executed by both Parties.

### **2. SIGNATORY WARRANTY**

The persons signing this Agreement for the Parties represent and warrant that they are officers of entity for which they have executed this Agreement and that they have full and complete authority to enter into this Agreement on behalf of their respective entity and that their executions are the acts of the Parties involved and have been delivered and constitute legal, valid and binding obligations of the respective Parties.

**3. ACCEPTANCES**

By their signatures below, the duly authorized representatives of County and City accept the terms of this Agreement in full.

COUNTY OF TRAVIS, STATE OF TEXAS  
MANOR, STATE OF TEXAS

CITY/ VILLAGE OF \_\_\_\_\_

\_\_\_\_\_  
BY: Samuel T. Biscoe  
Travis County Judge \_\_\_\_\_

\_\_\_\_\_  
BY: \_\_\_\_\_ Thomas Bolt  
City Manager \_\_\_\_\_

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

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

**Approved as to Form:**

\_\_\_\_\_  
Assistant County Attorney  
Travis County Attorney's Office

**Exhibit C**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CITY**

Federal Executive Order 12549 requires Travis County to screen each covered potential City to determine whether each has a right to obtain a contract in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered City must also screen each of its covered subrecipients.

In this certification "City" refers to both City and subrecipient; "contract" refers to both contract and subcontract.

**By signing and submitting this certification, the City accepts the following terms:**

1. The certification herein below is a material representation of fact upon which reliance was placed when this contract was entered into. If it is later determined that the City knowingly rendered an erroneous certification, in addition to other remedies available to the federal government or Travis County may pursue available remedies, including suspension and/or debarment.
2. The City shall provide immediate written notice to the person to whom this certification is submitted if at any time the potential City learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
3. The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principle," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549.
4. The City agrees by submitting this certification that, should the proposed covered contract be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by a federal department or agency, as applicable.

**Do you have or do you anticipate having subcontractors under this contract? ☐ YES ☐ NO**

5. The City further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts" without modification, in all covered subcontracts; and in solicitations for all covered subcontracts.
6. City may rely upon a certification of a potential subcontractor that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless it knows that the certification is erroneous. City must at a minimum, obtain certifications from its covered subcontractors upon each subcontract's initiation and upon each renewal.
7. Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this

certification document. The knowledge and information of City is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

8. Except for contracts authorized under paragraph 4 of these terms, if City in a covered contract knowingly enters into a covered subcontract with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, any federal agency may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS**

Indicate in the appropriate box which statement applies to the covered City:

☐

The City certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency, or the State of Texas.

☐

The City is unable to certify to one or more of the terms in this certification. In this instance, the City must attach an explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

\_\_\_\_\_  
Name of City

\_\_\_\_\_  
Vendor I.D. or Social Security No.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

Thomas Bolt

City Manager

Printed/Typed Name

Title of Authorized Representative

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**Exhibit D**

**Federal Anti-Lobbying Certification**

The undersigned City certifies that, to the best of its knowledge:

No Federal appropriated funds have been paid or will be paid, by or on behalf of City, 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 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.

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

City shall require that:

- 1) 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
- 2) all subrecipients 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. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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. City certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, City understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of City's Authorized Official

\_\_\_\_\_  
Thomas Bolt, City Manager

\_\_\_\_\_  
Name and Title of City's Authorized Official

\_\_\_\_\_  
Date

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**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.<sup>1</sup>

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

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<sup>1</sup> 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<sup>2</sup>*

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.<sup>3</sup>
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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<sup>2</sup> 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.

<sup>3</sup> 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  
April 22, 2020**

***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 Inspector General of the Department of the Treasury of amounts received from the Coronavirus Relief Fund (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.

***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 Inspector General if they have not been used in a manner consistent with section 601(d) of the Social Security Act.

***May governments retain assets purchased with these funds?***

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 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.



**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”).<sup>1</sup> 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

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<sup>1</sup> 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.



**Coronavirus Relief Fund  
Frequently Asked Questions  
Updated as of May 28, 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”).<sup>1</sup> 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 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.

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



***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.

***Must a stay-at-home order or other public health mandate be in effect in order for a government to provide assistance to small businesses using payments from the Fund?***

No. The Guidance provides, as an example of an eligible use of payments from the Fund, expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures. Such assistance may be provided using amounts received from the Fund in the absence of a requirement to close businesses if the relevant government determines that such expenditures are necessary in response to the public health emergency.

***Should States receiving a payment transfer funds to local governments that did not receive payments directly from Treasury?***

Yes, provided that the transferred funds are used by the local government for eligible expenditures under the statute. To facilitate prompt distribution of Title V funds, the CARES Act authorized Treasury to make direct payments to local governments with populations in excess of 500,000, in amounts equal to 45% of the local government's per capita share of the statewide allocation. This statutory structure was based on a recognition that it is more administratively feasible to rely on States, rather than the federal government, to manage the transfer of funds to smaller local governments. Consistent with the needs of all local governments for funding to address the public health emergency, States should transfer funds to local governments with populations of 500,000 or less, using as a benchmark the per capita allocation formula that governs payments to larger local governments. This approach will ensure equitable treatment among local governments of all sizes.

For example, a State received the minimum \$1.25 billion allocation and had one county with a population over 500,000 that received \$250 million directly. The State should distribute 45 percent of the \$1 billion it received, or \$450 million, to local governments within the State with a population of 500,000 or less.

***May a State impose restrictions on transfers of funds to local governments?***

Yes, to the extent that the restrictions facilitate the State's compliance with the requirements set forth in section 601(d) of the Social Security Act outlined in the Guidance and other applicable requirements such as the Single Audit Act, discussed below. Other restrictions are not permissible.

***If a recipient must issue tax anticipation notes (TANs) to make up for tax due date deferrals or revenue shortfalls, are the expenses associated with the issuance eligible uses of Fund payments?***

If a government determines that the issuance of TANs is necessary due to the COVID-19 public health emergency, the government may expend payments from the Fund on the accrued interest expense on TANs and unbudgeted administrative and transactional costs, such as necessary payments to advisors and underwriters, associated with the issuance of the TANs.

***May recipients use Fund payments to expand rural broadband capacity to assist with distance learning and telework?***

Such expenditures would only be permissible if they are necessary for the public health emergency. The cost of projects that would not be expected to increase capacity to a significant extent until the need for distance learning and telework have passed due to this public health emergency would not be necessary due to the public health emergency and thus would not be eligible uses of Fund payments.

***Are costs associated with increased solid waste capacity an eligible use of payments from the Fund?***

Yes, costs to address increase in solid waste as a result of the public health emergency, such as relates to the disposal of used personal protective equipment, would be an eligible expenditure.

***May payments from the Fund be used to cover across-the-board hazard pay for employees working during a state of emergency?***

No. The Guidance says that funding may 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. Hazard pay is a form of payroll expense and is subject to this limitation, so Fund payments may only be used to cover hazard pay for such individuals.



***May Fund payments be used for expenditures related to the administration of Fund payments by a State, territorial, local, or Tribal government?***

Yes, if the administrative expenses represent an increase over previously budgeted amounts and are limited to what is necessary. For example, a State may expend Fund payments on necessary administrative expenses incurred with respect to a new grant program established to disburse amounts received from the Fund.

***May recipients use Fund payments to provide loans?***

Yes, if the loans otherwise qualify as eligible expenditures under section 601(d) of the Social Security Act as implemented by the Guidance. Any amounts repaid by the borrower before December 30, 2020, must be either returned to Treasury upon receipt by the unit of government providing the loan or used for another expense that qualifies as an eligible expenditure under section 601(d) of the Social Security Act. Any amounts not repaid by the borrower until after December 30, 2020, must be returned to Treasury upon receipt by the unit of government lending the funds.

***May Fund payments be used for expenditures necessary to prepare for a future COVID-19 outbreak?***

Fund payments may be used only for expenditures necessary to address the current COVID-19 public health emergency. For example, a State may spend Fund payments to create a reserve of personal protective equipment or develop increased intensive care unit capacity to support regions in its jurisdiction not yet affected, but likely to be impacted by the current COVID-19 pandemic.

**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.

***Are Fund payments to State, territorial, local, and tribal governments considered grants?***

No. Fund payments made by Treasury to State, territorial, local, and Tribal governments are not considered to be grants but are “other financial assistance” under 2 C.F.R. § 200.40.

***Are Fund payments considered federal financial assistance for purposes of the Single Audit Act?***

Yes, Fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

***Are Fund payments subject to other requirements of the Uniform Guidance?***

Fund payments are subject to the following requirements in the Uniform Guidance (2 C.F.R. Part 200): 2 C.F.R. § 200.303 regarding internal controls, 2 C.F.R. §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements.

***Is there a Catalog of Federal Domestic Assistance (CFDA) number assigned to the Fund?***

Yes. The CFDA number assigned to the Fund is 21.019, pending completion of registration.

***If a State transfers Fund payments to its political subdivisions, would the transferred funds count toward the subrecipients’ total funding received from the federal government for purposes of the Single Audit Act?***

Yes. The Fund payments to subrecipients would count toward the threshold of the Single Audit Act and 2 C.F.R. part 200, subpart F re: audit requirements. Subrecipients are subject to a single audit or program-specific audit pursuant to 2 C.F.R. § 200.501(a) when the subrecipients spend \$750,000 or more in federal awards during their fiscal year.

***Are recipients permitted to use payments from the Fund to cover the expenses of an audit conducted under the Single Audit Act?***

Yes, such expenses would be eligible expenditures, subject to the limitations set forth in 2 C.F.R. § 200.425.

***If a government has transferred funds to another entity, from which entity would the Treasury Department seek to recoup the funds if they have not been used in a manner consistent with section 601(d) of the Social Security Act?***

The Treasury Department would seek to recoup the funds from the government that received the payment directly from the Treasury Department. State, territorial, local, and Tribal governments receiving funds from Treasury should ensure that funds transferred to other entities, whether pursuant to a grant program

or otherwise, are used in accordance with section 601(d) of the Social Security Act as implemented in the Guidance.



**ATTACHMENT B**  
**COVID-19 Response Recovery Uses of Coronavirus Relief Fund**

<b>Cost Categories Eligible for Reimbursement to Eligible Cities*</b>				
	<b>Cost Category</b>	<b>Activity</b>	<b>Overlap</b>	<b>Description</b>
1	Medical Expenses	Public telemedicine capabilities		Expenses for establishing and operating public telemedicine capabilities for COVID-19- related treatment.
2	Payroll Expenses	COVID Dedicated Payroll Expenses		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 COVID19 public health emergency.
3	Compliance Expenses	Distance learning		Expenses to facilitate distance learning, including technological improvements, in connection with school closings to enable compliance with COVID-19 precautions.
4	Compliance Expenses	Telework capability improvement		Expenses to improve telework capabilities for public employees to enable compliance with COVID-19 public health precautions.
5	Compliance Expenses	Providing paid sick and medical leave		Expenses of providing paid sick and paid family and medical leave to public employees to enable compliance with COVID-19 public health precautions.
6	Compliance Expenses	Care of homeless populations		Expenses for care for homeless populations provided to mitigate COVID-19 effects and enable compliance with COVID-19 public health precautions.
7	Economic Expenses	Government payroll support program		Expenditures related to a State, territorial, local, or Tribal government payroll support program.
8	Economic Expenses	Unemployment insurance costs		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.
9	Other COVID-19 Related Expenses	Other COVID-19 Related Expenses		As specifically allowed by US Treasury Department.
10	Economic Expenses	Provision of grants to small businesses	TC-EDSI	Expenditures related to the provision of grants to small businesses to reimburse the costs of business interruption caused by required closures are allowed but require close coordination with County staff.
* If another local entity is using federal COVID-19 response and recovery funding for any of these eligible expenses within an eligible city's corporate limits, reimbursements for those expenses will be disallowed.				

<b>Ineligible Cost Categories - Services Provided Directly by Travis County</b>				
	<b>Cost Category</b>	<b>Activity</b>	<b>Overlap</b>	<b>Description</b>
1	Compliance Expenses	Rent, mortgage and utility assistance	TC-HHS	Expenses for rent, mortgage and utility assistance to low income residents impacted by the COVID-19 public health emergency and subsequent economic impacts.

<b>Cost Categories Eligible for FEMA Funding</b>				
	<b>Cost Category</b>	<b>Activity</b>	<b>Overlap</b>	<b>Description</b>
1	Medical Expenses	Public medical facility expenses	FEMA	COVID-19-related expenses of public hospitals, clinics, and similar facilities.
2	Medical Expenses	Establishing temporary facilities	FEMA	Expenses of establishing temporary public medical facilities and other measures to increase COVID-19 treatment capacity, including related construction costs.
3	Medical Expenses	Testing	FEMA	Costs of providing COVID-19 testing, including serological testing.
4	Medical Expenses	Emergency medical response	FEMA	Emergency medical response expenses, including emergency medical transportation, related to COVID-19.
5	Public Health Expenses	Communication and enforcement	FEMA	Expenses for communication and enforcement by State, territorial, local, and Tribal governments of public health orders related to COVID-19.
6	Public Health Expenses	Medical supply acquisition and distribution	FEMA	Expenses for acquisition and distribution of medical and protective supplies.
7	Public Health Expenses	Disinfection of public areas	FEMA	Expenses for disinfection of public areas and other facilities, e.g., nursing homes, in response to the COVID-19 public health emergency.
8	Public Health Expenses	Technical assistance	FEMA	Expenses for technical assistance to local authorities or other entities on mitigation of COVID-19-related threats to public health and safety.
9	Public Health Expenses	Public safety measures	FEMA	Expenses for public safety measures undertaken in response to COVID-19.
10	Public Health Expenses	Quarantining	FEMA	Expenses for quarantining individuals.
11	Compliance Expenses	Maintaining prisons and jails	FEMA	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.



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** June 17, 2020

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on a temporary Bocce Ball Court usage fee.

**BACKGROUND/SUMMARY:**

The City up until now has had fees for total park rental/usage. The parks were small enough they could host one event at a time. With the new Timmermann Park it is possible that portions of the park might be requested for lease separate from others. We have had requests to utilize the Bocce Ball Courts but do not have fees established for use of the courts only. With several interested leagues we should consider fees for court use by reservation. (Until fee schedule amended formally) I think the pillion will need further discussion as should other larger fields. My proposal would be to have a \$25.00 reservation fee for each use of the courts. This fee would allow for leagues to incorporate a known fee into their league fees. League time could consist of each scheduled time for play.

**PRESENTATION:** ☐ YES ☒ NO

**ATTACHMENTS:** ☐ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☒ NO

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve a temporary Bocce Ball Court rental fee of \$25.00 per league time.

**PLANNING & ZONING COMMISSION:** ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

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