



NOTICE TO PUBLIC
NOTICE OF MEETING VIA FACEBOOK LIVE

Notice is hereby given in accordance with order of the Office of the Governor issued March 19, 2020, the City Council of the City of Athens, Texas will conduct its Regular meeting scheduled at 5:30 p.m. on Tuesday, May 26, 2020 in the Derek D. Daniels Conference Room of the Athens Partnership Center, 201 West Corsicana St, Athens, TX via Facebook Live in order to advance the public health goal by avoiding social gatherings in groups of more than 10 people to slow the spread of the Coronavirus (COVID-19) [There will be no public access to the location described above.]

This notice and meeting agenda, and the agenda packet, are posted online at <https://www.athenstx.gov/resources/2017-city-council-agendas>

The public can participate by going to the following link
<https://www.facebook.com/CityofAthensTexas/>

The public will be permitted to offer public comments by sending an email to citysecretary@athenstx.gov as provided by the agenda and as permitted by the presiding officer during the meeting.

A recording of the Facebook Live meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

- 1) Invocation
- 2) Pledge of Allegiance
- 3) Declaration of Conflict of Interest
- 4) Public Communications
“Pursuant to Texas Government Code section 551.007, members of the public may speak on an agenda item during the public communication section of the meeting or at the time the agenda item is called for discussion by the Mayor. Speakers shall be given three (3) minutes to speak. A speaker needing a translator and/or interpreter may be given six (6) minutes to speak. Members of the public wishing to address the Council on non-agenda items may do so pursuant to the same time constraints as agenda items. The Council will not comment on items not on the agenda; however, the Council may refer the item to City Staff for research, resolution or referral of the matter to the Council as a future agenda item.”
- 5) Mayor, City Council and/or City Manager updates involving Community Events and issues of Public Safety

- 6)** Consent Agenda
(All matters listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the City Council. The item may subsequently be removed from the Consent Agenda to be considered separately.)
- a)** Consider approving minutes of the May 11, 2020 Regular Session
 - b)** Consider a Resolution awarding bid IFB20-3202 Asphalt Street Repair & Concrete Placement to FDC Construction
 - c)** Consider a Resolution authorizing the Mayor to execute required exhibits requesting disbursement of 20% of Coronavirus Relief Funds in the amount of \$149,281 from the Texas Department of Emergency Management
 - d)** April 2020 Monthly Revenue and Expense Report
- 7)** Consider final reading of an Ordinance allowing employees of the City of Athens who have terminated previous memberships in the Texas Municipal Retirement System, to deposit the sums so withdrawn, plus annual withdrawal charges, and allowing and undertaking the cost of the allowing any such employee credit in such system for all service to which such employee had been entitled at date of such withdrawal, with like effect as if all such service had been performed as an employee of the City
- 8)** Consider final reading of an Ordinance providing for special seniority pay for newly-hired police officers with prior full-time, paid, law enforcement experience (Lateral Entry Program)
- 9)** Discuss, consider and take action, as necessary, concerning the possible closure of First Street Right-Of-Way between Jonathan Street and Williams Street, as requested by Heather Fossis – [E. Borstad]
- 10)** Discuss, consider and take action, as necessary, concerning the approval of a Resolution authorizing the City Manager to resume the assessment of past due penalties effective June 17, 2020 – [E. Borstad]
- 11)** Mayor and City Council’s request for future agenda items
- 12)** Adjourn

Executive Session (Closed Meeting): Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f), and 418.106(d) & (e). Refer to posted list attached hereto and incorporated herein.

If during the course of the meeting covered by this notice, the City Council should determine that a closed or executive meeting or session of the City Council or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by the City Council at the date, hour and place given in this notice as the City Council may conveniently meet in such closed or executive meeting or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sanctions and purposes:

Texas Government Code Section:

§ 551.071 - Private consultation with the attorney for the City.

§ 551.072 - Discussing purchase, exchange, lease or value of real property.

§ 551.074 - Discussing personnel or to hear complaints or charges against personnel or officials.

“PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.”

“DE CONFORMIDAD CON LA SECCIÓN 30.06, CÓDIGO PENAL (ESTAR EN ESTA PROPIEDAD POR TITULAR DE LA LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411, CÓDIGO DE GOBIERNO (LEY DE LICENCIAS ARMA DE FUEGO), NO PUEDE ENTRAR EN ESTA PROPIEDAD CON UNA PISTOLA OCULTA.”

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY"

“DE CONFORMIDAD CON LA SECCIÓN 30.07, CÓDIGO PENAL (ESTAR EN ESTA PROPIEDAD POR TITULAR DE LA LICENCIA CON UNA PISTOLA EN PLENO VISTA), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411, CÓDIGO DE GOBIERNO (LEY DE LICENCIAS ARMA DE FUEGO), NO PUEDE ENTRAR EN ESTA PROPIEDAD CON UNA PISTOLA EN PLENO VISTA”

This facility is wheelchair accessible and accessible parking spaces are available. Requests for additional accommodations or interpretive services must be made 48 hours prior to any meeting. Please contact the City Secretary’s Office at (903) 675-5131 or by FAX (903) 675-7562 for further information.

REGULAR SESSION

MAY 11, 2020

The City Council of the City of Athens met in Regular Session on Monday, May 11, 2020, 5:30 p.m. in the Derek D. Daniels Conference Room of the Athens Partnership Center, 201 West Corsicana St., Athens, Texas, via Facebook Live in order to advance the public health goal by avoiding social gatherings in groups of more than 10 people to slow the spread of the Coronavirus (COVID-19) [There will be no public access to the location described above.] with the following members present to-wit:

Monte Montgomery, Mayor
Ed McCain, Mayor Pro Tem
Aaron Smith
Robert Gross

Elizabeth Borstad, City Manager
Bonnie Hambrick, City Secretary

Staff Present: Buddy Hill, Police Chief; Audrey Sloan, Director of Development Services; Katie Birk, Tourism and Cultural Resources Coordinator.

others present: Michael Hannigan

with the following member absent: Councilwoman Toni Clay

constituting a quorum at which time the following proceedings were enacted, to-wit:

INVOCATION

The Invocation was given by Councilmember Aaron Smith.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

DECLARATION OF CONFLICT OF INTEREST

No action was taken.

PUBLIC COMMUNICATIONS

Bonnie Hambrick, City Secretary, read aloud the following letter received from citizen Kay White.

Re: Traffic situation on Hillside Drive at Lazy Daisy Nursery

“My name is Kay White and I am a resident of the Cedar Bend subdivision. As such, I have been very concerned about the extremely dangerous traffic situation that has resulted since the opening of the Lazy Daisy Nursery.

I am writing this letter as a concerned citizen of Athens. Patty Thompson, owner of Lazy Daisy, was provided with a large parking area, but she chose to use it to expand her inventory, rather than providing her customers with safe parking.

I personally, have observed several “near misses” like a young mother crossing the street carrying a large plant in each arm, while two very small children followed behind, unattended, just to name one.

I could name several more and have heard similar stories from many others.

Never has a problem like this occurred with previous businesses.

I believe two things need to happen here to alleviate this danger:

- 1) A “no parking” sign on the southside of Hillside Drive, and
- 2) Ms. Thompson needs to provide additional parking on her property, even if that means reducing or re-locating some of her larger inventory. It’s called being a responsible business owner.

Thank you for considering my viewpoint and input.

Sincerely

Kay White”

Mayor Montgomery thanked Ms. White for her comments.

MAYOR, CITY COUNCIL AND/OR CITY MANAGER UPDATES INVOLVING COMMUNITY EVENTS AND ISSUES OF PUBLIC SAFETY

Elizabeth Borstad, City Manager, provided the following updates:

- Back on regular schedule for trash pickup including brush and limbs on Wednesdays
- Successful City-wide clean-up last week. Ms. Borstad further stated the Community Collection Site will reopen with its regular schedule for a fee

Mayor Montgomery asked if there were any events at The Texan. Katie Birk, Tourism and Cultural Resources Coordinator stated there are no events at The Texan at this time. She stated most of the individuals who have rented The Texan for community events or private events have re-scheduled to a later date or they have canceled.

CONSENT AGENDA

- a) CONSIDER APPROVING MINUTES OF THE APRIL 27, 2020 REGULAR SESSION
- b) CONSIDER A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF ATHENS AND OLD FIDDLERS REUNION FOR TEMPORARY USE OF THE CITY PARKING LOT ON MAY 30, 2020, AS REQUESTED BY MARY ENSIGN
- c) CONSIDER A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE GRANT DOCUMENTS AS THE CITY’S CERTIFYING OFFICIAL, AND AUTHORIZING CITY STAFF TO SUBMIT REQUESTS FOR PUBLIC ASSISTANCE FUNDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY THROUGH THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT FOR DR-4485 (TEXAS COVID-19 PANDEMIC)

A motion was made by Councilmember McCain, seconded by Councilmember Smith to approve the Consent Agenda. The motion carried unanimously.

PRESENTATION OF FISCAL YEAR 2021 BUDGET CALENDAR

Elizabeth Borstad, City Manager, presented the Fiscal Year 2021 Budget Calendar.

She stated that the first budget workshop with all departments is scheduled for June 10, 2020.

She stated there will be another workshop that will be incorporated into a council meeting on June 27, 2020. Ms. Borstad also stated that the public hearings and first readings of the Ordinances and tax rates will be on August 10, 2020. The final approval of these readings will occur on August 24, 2020.

DISCUSS FIRST READING OF AN ORDINANCE ALLOWING EMPLOYEES OF THE CITY OF ATHENS WHO HAVE TERMINATED PREVIOUS MEMBERSHIPS IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM, TO DEPOSIT THE SUMS SO WITHDRAWN, PLUS ANNUAL WITHDRAWAL CHARGES, AND ALLOWING AND UNDERTAKING THE COST OF THE ALLOWING ANY SUCH EMPLOYEE CREDIT IN SUCH SYSTEM FOR ALL SERVICE TO WHICH SUCH EMPLOYEE HAD BEEN ENTITLED AT DATE OF SUCH WITHDRAWAL, WITH LIKE EFFECT AS IF ALL SUCH SERVICE HAD BEEN PERFORMED AS AN EMPLOYEE OF THE CITY

Ms. Borstad presented the item. She explained the Ordinance was previously adopted regularly at the City, but it has been many years since it has been implemented. She stated if you are currently employed with the City, once you have two (2) years of service credit with the City of Athens, if you had previous service with the City of Athens or in the Texas Municipal Retirement System, you can buy back those credits if you had previously taken them out.

Councilmember Smith asked if employees could borrow money from their retirement or if it can be used for collateral.

Ms. Borstad stated that TMRS states employees are not allowed to borrow this money or use as collateral for any reason. The only way the employee gets the money is if they retire with the City of Athens or if they leave service with the City of Athens. If they leave service with the City of Athens, they are only entitled to the money that they contributed during their service time worked.

She also stated that this is something she thinks the City should consider since it works in conjunction with our lateral entry program. This makes it possible for an employee, who leaves the City and takes their money out of retirement, eligible to put the money back into the retirement system if they are rehired by the City.

Bonnie Hambrick, City Secretary, read the caption of the Ordinance aloud.

DISCUSS FIRST READING OF AN ORDINANCE PROVIDING FOR SPECIAL SENIORITY PAY FOR NEWLY HIRED POLICE OFFICERS WITH PRIOR FULL-TIME, PAID, LAW ENFORCEMENT EXPERIENCE (LATERAL ENTRY PROGRAM)

Buddy Hill, Police Chief, presented the information and explained the Ordinance will provide for law enforcement officers with previous law enforcement experience at another agency to come to the City of Athens and receive partial credit for the amount of time that was spent at that agency. Chief Hill stated it is beneficial to hire experienced officers because there is less training required. He further stated the officers will be in a 16-week field training program.

Chief Hill explained since the City of Athens is a Civil Service City, this is a two (2) part program where the City Council sets and regulates items related to pay and Civil Service Commission actually puts into place the frame work under which the program runs. Chief Hill stated that there will be a Civil Service Board meeting at the end of this month in the event the City Council approves lateral pay.

Chief Hill provided the following update:

- Next test is scheduled for June 4, 2020, deadline to sign up for the test is May 28, 2020
- Two (2) Cadet positions open
- Hiring workshop scheduled for May 22, 2020 from 5:00-7:00 p.m.

Councilmember Gross stated he supports the item. He asked if the seniority pay would impact the budget, with Chief Hill stating there should not be any impact to the budget.

Councilmember Gross further asked if the June 4th test is waiving the requirement for having college credit with Chief Hill stating the college credit requirement is waived.

Councilmember Gross asked how will staff market the test and the hiring workshop, with Chief Hill stating contact has been made with Tyler Jr. College, advertisement through colleges and academies and Texas Municipal League.

Ms. Hambrick read the caption of the Ordinance aloud.

DISCUSS, CONSIDER AND TAKE ACTION, AS NECESSARY, CONCERNING THE APPROVAL OF A RESOLUTION AMENDING THE CITY OF ATHENS DISASTER DECLARATION ADOPTED ON APRIL 2, 2020 DUE TO THE IMMINENT THREAT TO PUBLIC HEALTH AND SAFETY AS A RESULT OF THE SPREAD OF THE CORONAVIRUS (COVID – 19), EPIDEMIC, AS DECLARED BY THE WORLD HEALTH ORGANIZATION AS A PANDEMIC ON MARCH 11, 2020

Ms. Borstad explained after changes to the Governor's Order, the item is back for the City Council to review the City's Declaration. She stated the City Council amended the City of Athens Disaster Declaration and The City of Athens closed all City Parks to group activities and the use of playground equipment will not be allowed.

After a lengthy discussion, a motion was made by Councilmember Gross, seconded by Councilmember McCain to approve a Resolution amending the City of Athens Disaster Declaration adopted on April 2, 2020 due to the imminent threat to Public Health and Safety as a result of the spread of the Coronavirus (COVID – 19), Epidemic, as declared by the World Health Organization as a Pandemic on March 11, 2020 and reopen all City Parks to group activities and the use of playground equipment is allowed. The motion carried unanimously.

DISCUSS, CONSIDER AND TAKE ACTION, AS NECESSARY, CONCERNING THE APPROVAL OF A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE HENDERSON COUNTY GIRLS SOFTBALL ASSOCIATION FOR FISCAL YEAR 2020 TOURISM DEVELOPMENT GRANT

Ms. Birk presented the item. She stated Athens Teenage Baseball Association was awarded \$11,250.00 to host the state tournament, however, they did not win the bid to have the state tournament in Athens, so they had to forfeit their Tourism Development Grant putting \$11,250.00 back into the Aid to Other Organizations Hotel Occupancy budget.

She stated the Tourism and Cultural Resources Department received an application for the Fiscal Year 2020 Tourism Development Grant from the HCGSA for \$9,925.00 to host a 6U State Tournament and HCGSA would be eligible to receive up to \$7,443.75 in Hotel Occupancy Tax Funding.

After discussion, a motion was made by Councilmember McCain, seconded by Councilmember Smith to approve a Resolution authorizing the City Manager to enter into an agreement with the Henderson County Girls Softball Association (HCGSA) for Fiscal Year 2020 Tourism Development Grant. The motion carried unanimously.

DISCUSS, CONSIDER AND TAKE ACTION, AS NECESSARY, CONCERNING A REQUEST FROM JEREMY FELLMAN FOR APPROVAL OF THE FINAL PLAT OF LOT 1 AND LOT 2 OF THE WINDSOR SUBDIVISION, B. C. WALTERS SURVEY A-797, ALSO KNOWN AS 951 HIGHWAY 175 WEST

Audrey Sloan, Director of Development Services, presented the item. The property is located on West US Highway 175 and is the location of Athens Iron and Metal. She stated the current zoning of the property is Commercial with a small portion of Agriculture zoning at the south end of the property. She stated the proposal is to subdivide the property into two lots and the plat is compliant with the City's zoning and subdivision ordinances. The Future Land Use Plan designates this area as Commercial. The Planning & Zoning Commission voted unanimously to recommend approval of the plat.

After discussion, a motion was made by Councilmember Smith, seconded by Councilmember Gross to approve a request from Jeremy Fellman for approval of the final plat of Lot 1 and Lot 2 of the Windsor Subdivision, B. C. Walters Survey A-797, also known as 951 Highway 175 West. The motion carried unanimously.

MAYOR AND CITY COUNCIL'S REQUEST FOR FUTURE AGENDA ITEMS

Councilmember Smith requested an update on development activity. Ms. Borstad further clarified an update on South 19 Subdivision.

Councilmember McCain requested an update on the SCADA system.

Councilmember McCain stated he was asked if Council could have a specific meeting each month where an update on the Cain Center is provided.

Councilmember Gross asked if EDC has an agenda item for any funding for the Cain Center, with Ms. Borstad stating there is not an item on this month's agenda, however, she will ensure there is a future item to discuss this funding.

ADJOURN

The meeting adjourned at 6:11 p.m.

PASSED AND APPROVED THIS THE 26th DAY OF MAY, 2020.

Monte Montgomery, Mayor

ATTEST:

Bonnie Hambrick, City Secretary



Agenda Memorandum

Agenda Date: May 26, 2020

DEPARTMENT: Street Maintenance, Water Distribution & Wastewater Collection

CONTACT: Tim Perry

SUBJECT: Discuss, consider and take action, as necessary, approving a Resolution to award bid IFB20-3202 Asphalt Street Repair & Concrete Placement to FDC Construction.

SUMMARY: The City of Athens contracts out the majority of utility street cut repairs and minor concrete work that arises from time to time. To ensure we are getting the best possible price and to meet with our Purchasing Policy we advertised these services out to seek best pricing.

BACKGROUND: FDC Construction has been providing these services for the City for the past couple of years and has been doing a very good job for a good price. The bidding process allows the City to ensure the prices are still competitive and it is also in line with our purchasing guidelines.

ISSUE: Only one bid was received. However, Atmos Gas also uses FDC for their street repairs. It is difficult to find qualified contractors to make these types of repairs because they can be of varying sizes and locations all over the City.

ALTERNATIVES: Take no action and or re-bid.

FISCAL IMPACT: The overall cost will vary depending on the amount of utility breaks that occur each year as well as budget amounts will determine the amount of work is done as well.

RECOMMENDATION: Approve a Resolution awarding bid number IFB20-3202 for Asphalt Street Repair & Concrete Placement to FDC Construction.



City of Athens Bid Tabulation
Asphalt Street Repair & Concrete Placement
May 6, 2020@ 2:00 PM CST

Vendor Name & Contact Information:
FDC Construction
 903-286-2416
dekecrutchfield@gmail.com
 10015 CR 1208
 Athens, TX

Item	Description	Est. Annual QTY	Unit Cost	Total Annual Cost
Base 1	Install Type A Curb and Gutter	1,000 LF	\$ 20.00	\$ 20,000.00
Alt. 1-A	Remove & Replace Type A Curb & Gutter	1,000 LF	\$ 22.00	\$ 22,000.00
Base 2	Typical Concrete Street Repair Section 8" Thick with Undercut Tie In.	1,200 SF	\$ 6.50	\$ 7,800.00
Alt. 2-A	Remove & Replace Typical Concrete Street Section 8" Thick with An Undercut Tie In.	1,200 SF	\$ 9.50	\$ 11,400.00
Base 3	Type A 6-Foot Concrete Valley Gutter (Widths May Vary)	1,000 SF	\$ 6.50	\$ 6,500.00
Alt. 3-A	Remove Existing Material and Install A Type A 6-Foot Concrete Valley Gutter(Widths May Vary)	1,000 SF	\$ 7.50	\$ 7,500.00
Base 4	Typical 5' Wide Concrete Sidewalk 4" Thick	500 SF	\$ 6.50	\$ 3,250.00
Alt. 4-A	Remove Existing Material and Install A Typical 5' Wide Concrete Sidewalk 4" Thick	500 SF	\$ 7.50	\$ 3,750.00
Base 5	Asphalt Street Repair W/Concrete Sub-Grade.	10,000 SF	\$ 6.25	\$ 62,500.00
Alt. 5-A	Saw Cut and Remove Existing Material and Replace With New Asphalt Street Repair W/Concrete Sub-Grade.	10,000 SF	\$ 6.50	\$ 65,000.00
6	Minimum Call Out Amount	Base Fee	\$ 400.00	
7	Emergency Call Out Amount	Fee per Event	\$ 800.00	

Total Base Items	\$	100,050.00
Total Alternative Items	\$	109,650.00
Minimum Call Out Amount	\$	400.00
Emergency Call Out Amount	\$	800.00

RESOLUTION NO. 2020-R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY ATHENS, TEXAS AUTHORIZING THE CITY MANAGER TO AWARD BID IFB20-3202 - ASPHALT STREET REPAIR AND CONCRETE PLACEMENT AND ENTER INTO AN AGREEMENT WITH FDC CONSTRUCTION

WHEREAS, after completing the required advertising and competitive bid process on May 6, 2020 sealed bids were received for IFB20-3202 - Asphalt Street Repair and Concrete Placement;

WHEREAS, one bid was received from FDC Construction, a local contractor, and

WHEREAS, FDC Construction is a qualified bidder and the bid submitted is reasonable for the work described in the invitation for bids;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, TEXAS, that the Athens City Council authorizes the City Manager to enter into an agreement awarding bid to FDC Construction for asphalt street repair and concrete placement;

PASSED and APPROVED by majority vote of the City Council of the City of Athens, Texas this 26th day of May, 2020.

Monte Montgomery, Mayor

ATTEST:

Bonnie Hambrick, City Secretary



Agenda Memorandum

AGENDA DATE: 5/26/2020

DEPARTMENT: Finance

CONTACT: Mandie Quigg

SUBJECT: Coronavirus Relief Fund

SUMMARY: Executing required Exhibits to request disbursement of the City of Athens' allocation of \$149,281 as determined by the Texas Department of Emergency Management.

BACKGROUND: As a City whom has a population of less than 500,000 and did not receive a direct allocation of CARES Act Funding from the United States Federal Government, the City of Athens has been notified of eligibility of funding through the TDEM for amounts totaling \$55 per capita of an estimated population of 13,571. This Resolution authorizes the Mayor to execute documents to request direct disbursement from TDEM of the upfront allocation of 20% totaling \$149,281 to be expended on qualifying COVID-19 related expenditures. These funds must meet TDEM qualifying Terms and Conditions which broadly include:

75% of Funds expended must be spent on: 1) Medical Expenses 2) Public Health Expenses 3) Payroll Expenses for services substantially dedicated to mitigating the COVID-19 public health emergency

25% of Funds expended can be spent on: 4) Expenses to facilitate compliance with COVID-19 related public health measures 5) Expenses associated with the provision of economic support in connection with COVID-19 6) Other COVID-19 related expenses reasonably necessary to the function of government (NOT REVENUE REPLACEMENT)

ISSUE: COVID-19

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

RECOMMENDATION: It is recommended that City Council discuss approving a Resolution permitting the Mayor to execute documents required to request CRF disbursement.

RESOLUTION NO. 2020-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATHENS, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE REQUIRED EXHIBITS REQUESTING DISBURSEMENT OF 20% OF CORONAVIRUS RELIEF FUNDS IN THE AMOUNT OF \$149,281 FROM TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT.

WHEREAS, the City of Athens is eligible to receive an upfront allocation of \$149,281, equivalent to a 20% distribution of total funds allocated by TDEM as a City whom did not receive direct funding from the CARES Act; and

WHEREAS, the City of Athens is eligible to request reimbursement for additional amounts of up to \$597,124 related to eligible costs as determined by TDEM Terms and Conditions resulting from COVID-19; and

WHEREAS, the applicability period of expending funds received is March 1st through December 30th, 2020. Unspent funds received by the City of Athens must be returned to the United States Treasury Department per Exhibit B of the Eligibility Certification;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Athens authorizes the Mayor to execute required Exhibits to obtain the City's upfront 20% allocation of \$149,281.

PASSED AND APPROVED by majority vote of the City Council of the City of Athens this 26th day of **May 2020**.

Monte Montgomery, Mayor

ATTEST:

Bonnie Hambrick, City Secretary

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, Monte Montgomery, am the County Judge, Mayor or City Manager of City of Athens (“County”/“Municipality”), and I certify that:

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

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

By: Monte Montgomery

Signature: _____

Title: Mayor

Date: 12/30/2020

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

By: Monte Montgomery

Signature: _____

Title: Mayor

Date: 5/26/2020

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

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

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

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

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

By: Monte Montgomery

Signature: _____

Title: Mayor

Date: 5/26/2020

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
Rule	623	623	\$34,265	\$6,853
Stamford	34	34	\$1,870	\$374
Weinert	170	170	\$9,350	\$1,870
	4,513			
Hays County	230,191	87,832	\$4,830,760	\$966,152
Bear Creek	455	455	\$25,025	\$5,005
Buda	18,323	18,323	\$1,007,765	\$201,553
Dripping Springs	3,967	3,967	\$218,185	\$43,637
Hays	263	263	\$14,465	\$2,893
Kyle	46,174	46,174	\$2,539,570	\$507,914
Mountain City	797	797	\$43,835	\$8,767
Niederwald	488	488	\$26,840	\$5,368
San Marcos	66,466	66,466	\$3,655,630	\$731,126
Uhland	612	612	\$33,660	\$6,732
Wimberley	3,127	3,127	\$171,985	\$34,397
Woodcreek	1,687	1,687	\$92,785	\$18,557
	142,359			
Hemphill County	3,819	1,106	\$60,830	\$12,166
Canadian	2,713	2,713	\$149,215	\$29,843
	2,713			
Henderson County	82,737	43,258	\$2,379,190	\$475,838
Athens	13,571	13,571	\$746,405	\$149,281
Berryville	1,058	1,058	\$58,190	\$11,638
Brownsboro	1,259	1,259	\$69,245	\$13,849
Caney City	226	226	\$12,430	\$2,486
Chandler	3,118	3,118	\$171,490	\$34,298
Coffee City	1,465	1,465	\$80,575	\$16,115
Enchanted Oaks	339	339	\$18,645	\$3,729
Eustace	1,011	1,011	\$55,605	\$11,121
Gun Barrel City	6,157	6,157	\$338,635	\$67,727
Log Cabin	784	784	\$43,120	\$8,624
Mabank	884	884	\$48,620	\$9,724
Malakoff	2,442	2,442	\$134,310	\$26,862
Moore Station	205	205	\$11,275	\$2,255
Murchison	611	611	\$33,605	\$6,721
Payne Springs	798	798	\$43,890	\$8,778
Poynor	319	319	\$17,545	\$3,509
Seven Points	1,445	1,445	\$79,475	\$15,895
Star Harbor	492	492	\$27,060	\$5,412
Tool	2,404	2,404	\$132,220	\$26,444
Trinidad	891	891	\$49,005	\$9,801
	39,479			
Hill County	36,649	20,237	\$1,113,035	\$222,607
Abbott	376	376	\$20,680	\$4,136
Aquilla	114	114	\$6,270	\$1,254

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

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

Eligible Expenditures

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Are expenses associated with contract 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
Guidance for State, Territorial, Local, and Tribal Governments
April 22, 2020

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

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

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.¹

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

Necessary expenditures incurred due to the public health emergency

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

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

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

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

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

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

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

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

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

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

Nonexclusive examples of eligible expenditures

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

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

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

Nonexclusive examples of ineligible expenditures²

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

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

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

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

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



CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

TEXAS DIVISION OF EMERGENCY MANAGEMENT

MAY 11, 2020

About This Document

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

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

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

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1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

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

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

1.2 *Legal Authority to Apply*

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

1.3 *Grant Acceptance*

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

1.4 *Project Period*

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

1.5 *General Responsibility*

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

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

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

1. Medical expenses,
2. Public health expenses,

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

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

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

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

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

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

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

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

1.6 Amendments and Changes to the Grant Agreement

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

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

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

1.7 Jurisdictional Cooperation

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

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

1.8 Public Information and Meetings

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

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

1.9 Remedies for Non-Compliance

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

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

10. Withholding further awards; or
11. Taking other remedies or appropriate actions.

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

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

1.10 False Statements by Grantee

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

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

1.11 Conflict of Interest Safeguards

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

1.12 Fraud, Waste, and Abuse

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

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

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

1.13 Termination of the Agreement

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

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

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

1.14 Limitation of Liability

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

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

1.15 Dispute Resolution

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

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

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

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

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

1.16 Liability for Taxes

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

1.17 Required State Assurances

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

1.18 System for Award Management (SAM) Requirements

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

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

- B. The grantee will comply with Executive Orders 12549 and 12689 that requires “a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government’s terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

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

1.20 Notice

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

1.21 Force Majeure

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

1.22 Debt to State

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

1.23 Franchise Tax Certification

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

1.24 Severability

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

1.25 E-Verify

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

1.26 Compliance with Federal Law, Regulations, and Executive Orders

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

1.27 Clean Air Act

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

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.29 Suspension and Debarment

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

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

- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by TDEM. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to TDEM, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.30 Energy Conservation

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

1.31 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.32 Terminated Contracts

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

2 Property and Procurement Requirements

2.1 Property Management and Inventory

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

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

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

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

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

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to TDEM at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

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

2.3 Procurement Practices and Policies

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

2.4 Contract Provisions Under Federal Awards

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

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

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

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

3.2 Single Audit Requirements

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

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

3.3 Requirement to Address Audit Findings

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

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

3.4 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from TDEM under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.
 1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
 2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
 3. TDEM may direct a grantee to retain documents for longer periods of time or to transfer certain records to TDEM or federal custody when it is determined that the records possess long term

retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

4.2 Political Activities

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

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of

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

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

5 Financial Requirements

5.1 Direct Deposit

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

5.2 Payments and Required Documentation

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

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

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

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

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

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

5.3 Financial Reporting

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

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

5.4 Reimbursements

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

5.5 Refunds and Deductions

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

5.6 Recapture of Funds

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

5.7 Liquidation Period

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

5.8 Project Close Out

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

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

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

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

EXHIBIT A - State of Texas Assurances

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

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the grantee's governing body or of the grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the grantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section _36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

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

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

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

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

By: _____

Signature: _____

Title: _____

Date: _____

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

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

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

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

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

By: _____

Signature: _____

Title: _____

Date: _____



Agenda Memorandum

AGENDA DATE: 5/26/2020

DEPARTMENT: Finance

CONTACT: Mandie Quigg

SUBJECT: Monthly Revenue and Expense Report for the month of April 2020

SUMMARY: Revenue and Expense report for major funds

BACKGROUND: This report includes full-year budgeted amounts; current month and YTD actual amounts.

ISSUE: Providing financial transparency.

ALTERNATIVES: N/A

FISCAL IMPACT: Revenues and expenditures are reflected for the month ending April 30, 2020 as well as year-to-date. This report is unaudited and subject to adjustments.

RECOMMENDATION: It is recommended that City Council accept the Monthly Revenue and Expense report for the month of April 2020.



MONTHLY REVENUE
AND EXPENSE REPORT

FISCAL YEAR 2020
FOR THE PERIOD ENDING
APRIL 30, 2020

Prepared by
FINANCE DEPARTMENT
May 21, 2020

Finance Department

Budget Report – 58.33% of FY 2020 Completed

General Fund Revenue and Expense Summary: General Fund revenues to date total \$8,385,307.53 or 74.00% of budget. General Fund expenditures to date total \$5,818,602.59 plus encumbrances of \$358,294.18 for a total of \$6,176,896.77 or 53.92% of budget.

The City's current tax levy reports 95.33% collection of budgeted amounts. Total maintenance and operations property tax revenue to date is \$4,158,351.27. The bulk of Ad Valorem revenues are received between the months of December through February.

The City's total sales tax budget (2 cents) is estimated at a net \$4,301,250. The City has received a total of \$3,628,191.63 to date with the portion retained by the City totaling \$2,721,143.71. The Athens Economic Development Corporation receives ½ cent of collections via a transfer from the General Fund each month. The total YTD transfers to AEDC is \$907,047.92.

Important Expenditure Notations:

- PO Encumbrances from FY 2019 carried into FY 2020 via Budget Amendment approved December 9, 2019:
 - 10-532-6520; \$147,256 for Carroll Street Improvements incomplete at 9/30/19
 - 10-553-6204; \$57,297 for Portable Radios for Patrol Officers incomplete at 9/30/19
- Council approved the prepayment of the Wildland Fire Engine in the amount of \$469,188. This expenditure is classified as a prepaid and is not reflected as a General Fund expenditure, although cash was decreased to complete the purchase. FAST Grant funds will be received upon delivery of the Engine in March 2021.

Airport Fund: Revenues YTD total \$42,190.43 or 80.52% of budget. This sharp increase is due to the receipt of RAMP Grant reimbursement in the amount of \$12,350.22. Expenditures YTD equal \$44,962.39 or 86.72% of budget. The higher than anticipated increase in YTD budgeted expense is due to the replacement of the Airport's beacon and additional required maintenance.

Finance Department

Budget Report – 58.33% of FY 2020 Completed

Hotel/Motel Occupancy Fund: Revenues YTD total \$150,608.76 or 49.95% of budget. Expenditures YTD equal \$150,733.53 plus encumbrances of \$40,746 for a total of \$191,479.53 or 62.54% of budget. Purchase Orders for Aid to Other Organizations and Façade Improvements as approved by Council for the fiscal year are reflected in the encumbrance column. Revenues through April are lower than typically received due to COVID-19.

Important Expenditure Notations:

- PO Encumbrances from FY 2019 carried into FY 2020 via Budget Amendment approved December 9, 2019:
 - 12-572-6380; \$5,000 for Downtown Façade Improvements incomplete at 9/30/19

Debt Service Revenue and Expense Summary: Revenues YTD total \$811,190.50 or 93.45% of budgeted revenues. Expenditures YTD total \$302,890.72 or 34.89% of budget.

Capital Projects Fund: Interest earned YTD is \$31,142.62 or 24.91% of budgeted revenues. Expenditures YTD are \$226,147.92 plus encumbrances of \$0 for a total of \$226,147.92 or 6.09% of budgeted amounts. Expenditures this period include \$52,768.25 allocated for the following projects: \$331.25 for the Central Fire Station and \$52,437 for City Hall Improvements.

Water and Sewer Fund: The City's Utility revenue YTD is \$3,195,100.43 or 53.81% of budgeted revenues. Water related income totals \$1,597,154.68, sewer related income totals \$1,510,350.02 and other revenues total \$87,595.73. Expenditures YTD are \$2,632,342.72 plus encumbrances of \$532,997.98 for a total of \$3,165,340.70 or 52.15% of budgeted expenditures.

Important Expenditure Notations:

- Supplemental Appropriation Budget Amendment approved January 27, 2020:
 - 40-565-6506; \$134,608 for the purchase of a Crane Truck

10 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>AD VALOREM /OTHER TAXES</u>						
10-4011 CURRENT TAXES	4,309,480	22,454.13	4,108,336.55	0.00	201,143.45	95.33
10-4012 DELINQUENT TAXES	50,000 (	3,485.08)	22,671.50	0.00	27,328.50	45.34
10-4015 PENALTY/INTEREST: TAXES	55,000	3,160.04	27,343.22	0.00	27,656.78	49.71
10-4021 SALES TAX COLLECTIONS	5,735,000	431,052.82	3,628,191.63	0.00	2,106,808.37	63.26
10-4021.1 SALES TAX CONTRA-AEDC	(1,433,750) (	107,763.21) (	907,047.92)	0.00 (	526,702.08)	63.26
10-4022 STATE MIXED BEVERAGE TAX	32,000	9,732.83	30,390.25	0.00	1,609.75	94.97
TOTAL AD VALOREM /OTHER TAXES	8,747,730	355,151.53	6,909,885.23	0.00	1,837,844.77	78.99
<u>FRANCHISE</u>						
10-4100 FRANCHISE FEES	790,000	535,074.27	634,591.71	0.00	155,408.29	80.33
10-4121 FRANCHISE: SOLID WASTE	100,000	9,179.95	63,894.03	0.00	36,105.97	63.89
TOTAL FRANCHISE	890,000	544,254.22	698,485.74	0.00	191,514.26	78.48
<u>COURT/PUBLIC SAFETY</u>						
10-4201 INCOME FROM FINES/OTHER FEE	150,000	8,517.07	70,824.87	0.00	79,175.13	47.22
10-4201.2 FIVE/TEN PERCENT COURT FEES	6,000	298.14	2,654.79	0.00	3,345.21	44.25
10-4201.3 TIME PAYMENT FEES	5,000	209.55	817.18	0.00	4,182.82	16.34
10-4201.4 FAILURE TO APPEAR FEES	1,500	53.45	442.59	0.00	1,057.41	29.51
10-4201.5 CHILD SAFETY RESTRAINT FEES	100	0.00	0.00	0.00	100.00	0.00
10-4201.6 COURT TECH. FEE (RESTRICTED)	4,000	197.62	1,893.41	0.00	2,106.59	47.34
10-4201.65 BUILDING SECURITY (RESTRICT)	2,500	165.68	1,412.35	0.00	1,087.65	56.49
10-4201.66 LOCAL TRUANCY (RESTRICTED)	0	117.00	556.04	0.00 (	556.04)	0.00
10-4201.67 LOCAL JURY FUND (RESTRICTED)	0	2.35	11.09	0.00 (	11.09)	0.00
10-4201.8 JUDICIAL FEE RETAINED	1,000	15.18	217.91	0.00	782.09	21.79
10-4201.9 JUROR REIMBURSEMENT FEES	500	10.12	145.29	0.00	354.71	29.06
TOTAL COURT/PUBLIC SAFETY	170,600	9,586.16	78,975.52	0.00	91,624.48	46.29
<u>LICENSES/PERMITS</u>						
10-4345 RE-ZONING FEES	4,000	0.00	250.00	0.00	3,750.00	6.25
10-4360 CONTRACTOR REGISTRATION	0	700.00	4,475.00	0.00 (	4,475.00)	0.00
10-4361 PLATTING FEES	6,500	640.00	3,530.00	0.00	2,970.00	54.31
10-4362 PERMITS : MISCELLANEOUS	500	0.00	575.00	0.00 (	75.00)	115.00
10-4365 PERMITS : BUILDING	75,000	1,115.00	16,679.00	0.00	58,321.00	22.24
10-4366 PERMITS : ELECTRICAL	8,000	240.00	2,065.00	0.00	5,935.00	25.81
10-4367 PERMITS : PLUMBING	7,500	320.00	2,040.00	0.00	5,460.00	27.20
10-4368 PERMITS : MECHANICAL	2,000	160.00	530.00	0.00	1,470.00	26.50
10-4369 PERMITS : MOBILE HOMES	300	0.00	400.00	0.00 (	100.00)	133.33
10-4370 PERMITS: SIGNS	0	240.00	240.00	0.00 (	240.00)	0.00
10-4371 PERMITS-CERT OF OCCUPANCY	4,000	800.00	3,600.00	0.00	400.00	90.00
10-4372 PERMITS : TREE REMOVAL	100	0.00	40.00	0.00	60.00	40.00
10-4373 PERMIT-KITCHEN SUPPRESSION	200	0.00	0.00	0.00	200.00	0.00
10-4374 PERMIT-FIRE SPRINKLER	1,000	0.00	413.00	0.00	587.00	41.30
10-4375 PERMITS : BURN	1,500	470.00	2,110.00	0.00 (	610.00)	140.67
10-4376 PERMITS: ALCOHOL	750	60.00	660.00	0.00	90.00	88.00
10-4379 CURB CUTTING	100	0.00	0.00	0.00	100.00	0.00
10-4380 BLDG LINE VARIANCE	500	0.00	0.00	0.00	500.00	0.00
10-4399 FARMERS MKT. RV SPACE FEE	1,000	0.00	24.00	0.00	976.00	2.40
TOTAL LICENSES/PERMITS	112,950	4,745.00	37,631.00	0.00	75,319.00	33.32

10 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>OTHER OPERATING REVENUE</u>						
<u>INTRAGOVERNMENTAL</u>						
10-4511 OPERATING TRANSFERS - FUND	7,000	0.00	0.00	0.00	7,000.00	0.00
10-4512 OPERATING TRANSFERS - FUND	50,252	0.00	25,126.00	0.00	25,126.00	50.00
10-4516 OPERATING TRANSFER- FUND 16	5,000	0.00	0.00	0.00	5,000.00	0.00
10-4540 OPERATING TRF - FUND 40	831,205	0.00	415,602.50	0.00	415,602.50	50.00
TOTAL INTRAGOVERNMENTAL	893,457	0.00	440,728.50	0.00	452,728.50	49.33
<u>INTERGOVERNMENTAL</u>						
10-4633 CNTY FIRE/FIRST RESPONDER A	14,500	11,068.00	11,068.00	0.00	3,432.00	76.33
10-4635 AEDC ADMINISTRATIVE FEES	10,800	0.00	5,400.00	0.00	5,400.00	50.00
10-4636 AEDC PAYROLL REIMBURSEMENT	170,883	0.00	38,242.41	0.00	132,640.97	22.38
TOTAL INTERGOVERNMENTAL	196,183	11,068.00	54,710.41	0.00	141,472.97	27.89
<u>REIMBURSING REVENUE</u>						
10-4710 WORKERS COMPENSATION REIM.	5,000	747.75	1,307.46	0.00	3,692.54	26.15
10-4711 OTHER INSURANCE REIMBURSEME	2,500	7,911.21	7,911.21	0.00	(5,411.21)	316.45
10-4740 HOUSE DEMO/LOT CLEANUP	2,500	240.00	5,580.89	0.00	(3,080.89)	223.24
10-4799 OTHER REIMBURSING REVENUE	195,000	0.00	102,803.73	0.00	92,196.27	52.72
TOTAL REIMBURSING REVENUE	205,000	8,898.96	117,603.29	0.00	87,396.71	57.37
<u>OTHER NON-OPERATING</u>						
10-4801 INTEREST EARNED	70,000	2,316.28	34,299.93	0.00	35,700.07	49.00
10-4810 LEASE REVENUE:PARKING LOT	500	0.00	0.00	0.00	500.00	0.00
10-4830 DONATIONS	10,000	0.00	0.00	0.00	10,000.00	0.00
10-4840 SALES OF CAPITAL ASSETS	25,000	0.00	0.00	0.00	25,000.00	0.00
10-4899 MISCELLANEOUS REVENUE	10,000	10,447.30	12,987.91	0.00	(2,987.91)	129.88
TOTAL OTHER NON-OPERATING	115,500	12,763.58	47,287.84	0.00	68,212.16	40.94
<u>OTHER NON-OPERATING</u>						
TOTAL REVENUE	11,331,420	946,467.45	8,385,307.53	0.00	2,946,112.85	74.00
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10 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
10-ADMINISTRATION						
61-PERSONNEL SERVICES	192,276	14,397.46	110,508.77	0.00	81,767.25	57.47
62-SUPPLIES	3,340	4.87	83.63	0.00	3,256.37	2.50
63-CONTRACTUAL SERVICES	22,350	152.90	6,610.35	0.00	15,739.65	29.58
TOTAL 10-ADMINISTRATION	217,966	14,555.23	117,202.75	0.00	100,763.27	53.77
11-LEGAL						
63-CONTRACTUAL SERVICES	25,000	2,417.50	11,505.13	0.00	13,494.87	46.02
TOTAL 11-LEGAL	25,000	2,417.50	11,505.13	0.00	13,494.87	46.02
12-HUMAN RESOURCES						
61-PERSONNEL SERVICES	108,259	7,444.03	59,420.29	0.00	48,838.23	54.89
62-SUPPLIES	14,400	129.28	7,078.10	0.00	7,321.90	49.15
63-CONTRACTUAL SERVICES	16,400	585.12	6,308.32	0.00	10,091.68	38.47
65-CAPITAL OUTLAY	23,500	0.00	14,338.50	0.00	9,161.50	61.01
TOTAL 12-HUMAN RESOURCES	162,559	8,158.43	87,145.21	0.00	75,413.31	53.61
13-TECHNOLOGY						
61-PERSONNEL SERVICES	105,557	7,310.83	57,751.70	0.00	47,804.80	54.71
62-SUPPLIES	18,360	865.24	5,693.44	0.00	12,666.56	31.01
63-CONTRACTUAL SERVICES	45,300	739.31	37,731.44	0.00	7,568.56	83.29
65-CAPITAL OUTLAY	6,000	0.00	0.00	0.00	6,000.00	0.00
TOTAL 13-TECHNOLOGY	175,217	8,915.38	101,176.58	0.00	74,039.92	57.74
14-FINANCE & TECHNOLOGY						
61-PERSONNEL SERVICES	263,019	19,356.61	146,811.34	0.00	116,207.74	55.82
62-SUPPLIES	5,150	53.59	2,874.39	0.00	2,275.61	55.81
63-CONTRACTUAL SERVICES	52,400	192.33	42,090.19	0.00	10,309.81	80.32
TOTAL 14-FINANCE & TECHNOLOGY	320,569	19,602.53	191,775.92	0.00	128,793.16	59.82
15-MAYOR/COUNCIL						
62-SUPPLIES	1,350	0.00	954.42	0.00	395.58	70.70
63-CONTRACTUAL SERVICES	36,150	689.95	11,173.31	3,000.00	21,976.69	39.21
TOTAL 15-MAYOR/COUNCIL	37,500	689.95	12,127.73	3,000.00	22,372.27	40.34
16-CITY SECRETARY						
61-PERSONNEL SERVICES	125,706	8,502.03	65,894.64	0.00	59,811.42	52.42
62-SUPPLIES	5,150	269.23	2,432.34	0.00	2,717.66	47.23
63-CONTRACTUAL SERVICES	19,250	1,017.89	7,487.70	0.00	11,762.30	38.90
TOTAL 16-CITY SECRETARY	150,106	9,789.15	75,814.68	0.00	74,291.38	50.51
17-FACILITIES						
61-PERSONNEL SERVICES	27,752	1,904.29	15,476.37	0.00	12,275.97	55.77
62-SUPPLIES	11,520	514.42	5,743.53	0.00	5,776.47	49.86
63-CONTRACTUAL SERVICES	190,550	11,037.61	80,975.19	11,275.00	98,299.81	48.41
65-CAPITAL OUTLAY	65,000	0.00	1,197.30	0.00	63,802.70	1.84
TOTAL 17-FACILITIES	294,822	13,456.32	103,392.39	11,275.00	180,154.95	38.89

10 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>22-CODE ENFORCEMENT</u>						
61-PERSONNEL SERVICES	147,181	10,618.43	81,430.68	0.00	65,750.06	55.33
62-SUPPLIES	8,700	248.81	2,502.22	0.00	6,197.78	28.76
63-CONTRACTUAL SERVICES	27,100	826.56	16,190.03	0.00	10,909.97	59.74
TOTAL 22-CODE ENFORCEMENT	182,981	11,693.80	100,122.93	0.00	82,857.81	54.72
<u>24-PLANNING/DEVELOPMENT</u>						
61-PERSONNEL SERVICES	175,490	12,309.26	98,710.94	0.00	76,779.46	56.25
62-SUPPLIES	2,950	261.32	1,015.70	0.00	1,934.30	34.43
63-CONTRACTUAL SERVICES	121,100	631.15	51,152.83	54,880.03	15,067.14	87.56
TOTAL 24-PLANNING/DEVELOPMENT	299,540	13,201.73	150,879.47	54,880.03	93,780.90	68.69
<u>32-STREET DEPARTMENT</u>						
61-PERSONNEL SERVICES	464,775	23,675.34	250,272.12	0.00	214,503.22	53.85
62-SUPPLIES	106,820	(328.80)	51,830.29	20,914.67	34,075.04	68.10
63-CONTRACTUAL SERVICES	248,000	16,133.76	105,024.67	0.00	142,975.33	42.35
65-CAPITAL OUTLAY	547,256	7,092.00	203,129.74	226,881.41	117,244.85	78.58
TOTAL 32-STREET DEPARTMENT	1,366,851	46,572.30	610,256.82	247,796.08	508,798.44	62.78
<u>34-PARKS DEPARTMENT</u>						
61-PERSONNEL SERVICES	419,305	31,157.83	243,162.68	0.00	176,142.19	57.99
62-SUPPLIES	49,320	2,420.82	25,339.23	0.00	23,980.77	51.38
63-CONTRACTUAL SERVICES	98,200	7,468.55	39,072.45	0.00	59,127.55	39.79
TOTAL 34-PARKS DEPARTMENT	566,825	41,047.20	307,574.36	0.00	259,250.51	54.26
<u>38-FLEET MAINTENANCE</u>						
61-PERSONNEL SERVICES	181,879	12,861.72	86,998.51	0.00	94,880.80	47.83
62-SUPPLIES	15,020	1,115.78	8,855.62	0.00	6,164.38	58.96
63-CONTRACTUAL SERVICES	8,150	244.58	6,886.76	0.00	1,263.24	84.50
TOTAL 38-FLEET MAINTENANCE	205,049	14,222.08	102,740.89	0.00	102,308.42	50.11
<u>45-CIVIL SERVICE</u>						
61-PERSONNEL SERVICES	53,297	3,647.12	29,305.92	0.00	23,991.40	54.99
62-SUPPLIES	2,000	0.00	1,796.04	0.00	203.96	89.80
63-CONTRACTUAL SERVICES	7,000	487.50	7,256.33	0.00	(256.33)	103.66
TOTAL 45-CIVIL SERVICE	62,297	4,134.62	38,358.29	0.00	23,939.03	61.57
<u>46-FIRE SERVICES</u>						
61-PERSONNEL SERVICES	2,396,250	200,841.53	1,409,398.59	0.00	986,851.55	58.82
62-SUPPLIES	117,170	10,845.56	87,058.78	0.00	30,111.22	74.30
63-CONTRACTUAL SERVICES	94,347	1,019.63	33,365.14	0.00	60,981.86	35.36
65-CAPITAL OUTLAY	2,053	2,053.00	2,053.00	0.00	0.00	100.00
TOTAL 46-FIRE SERVICES	2,609,820	214,759.72	1,531,875.51	0.00	1,077,944.63	58.70
<u>47-EMERGENCY OPERATIONS</u>						
62-SUPPLIES	12,750	85.62	1,467.60	0.00	11,282.40	11.51
63-CONTRACTUAL SERVICES	5,600	7,082.07	8,172.73	0.00	(2,572.73)	145.94
TOTAL 47-EMERGENCY OPERATIONS	18,350	7,167.69	9,640.33	0.00	8,709.67	52.54

10 -GENERAL FUND

% OF YEAR COMPLETED: 58.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>49-ANIMAL CONTROL</u>						
61-PERSONNEL SERVICES	53,431	3,796.09	30,368.88	0.00	23,061.85	56.84
62-SUPPLIES	5,100	254.84	1,418.59	0.00	3,681.41	27.82
63-CONTRACTUAL SERVICES	67,275	45.54	48,983.55	16,250.00	2,041.45	96.97
TOTAL 49-ANIMAL CONTROL	125,806	4,096.47	80,771.02	16,250.00	28,784.71	77.12
<u>50-MUNICIPAL COURT</u>						
61-PERSONNEL SERVICES	93,023	6,966.15	46,051.69	0.00	46,970.90	49.51
62-SUPPLIES	5,300	156.40	1,644.99	0.00	3,655.01	31.04
63-CONTRACTUAL SERVICES	40,800	902.50	19,399.63	0.00	21,400.37	47.55
TOTAL 50-MUNICIPAL COURT	139,123	8,025.05	67,096.31	0.00	72,026.28	48.23
<u>51-POLICE ADMINISTRATION</u>						
61-PERSONNEL SERVICES	280,213	19,758.60	157,854.50	0.00	122,358.72	56.33
62-SUPPLIES	6,800	312.25	1,984.34	0.00	4,815.66	29.18
63-CONTRACTUAL SERVICES	8,350	89.88	3,519.12	0.00	4,830.88	42.15
TOTAL 51-POLICE ADMINISTRATION	295,363	20,160.73	163,357.96	0.00	132,005.26	55.31
<u>52-POLICE INVESTIGATION</u>						
61-PERSONNEL SERVICES	520,449	31,126.00	264,760.25	0.00	255,688.62	50.87
62-SUPPLIES	16,050	5,017.60	8,459.50	0.00	7,590.50	52.71
63-CONTRACTUAL SERVICES	15,150	494.71	4,959.70	0.00	10,190.30	32.74
TOTAL 52-POLICE INVESTIGATION	551,649	36,638.31	278,179.45	0.00	273,469.42	50.43
<u>53-POLICE PATROL</u>						
61-PERSONNEL SERVICES	1,924,966	119,433.74	945,808.59	0.00	979,157.53	49.13
62-SUPPLIES	136,247	6,191.19	86,840.85	0.00	49,406.15	63.74
63-CONTRACTUAL SERVICES	30,350	3,556.62	6,041.71	7,481.82	16,826.47	44.56
TOTAL 53-POLICE PATROL	2,091,563	129,181.55	1,038,691.15	7,481.82	1,045,390.15	50.02
<u>54-POLICE SUPPORT SERV</u>						
61-PERSONNEL SERVICES	587,483	25,424.16	258,891.54	0.00	328,591.31	44.07
62-SUPPLIES	22,450	82.53	7,001.12	0.00	15,448.88	31.19
63-CONTRACTUAL SERVICES	81,500	263.31	34,945.41	0.00	46,554.59	42.88
65-CAPITAL OUTLAY	0	0.00	0.00	17,611.25	(17,611.25)	0.00
TOTAL 54-POLICE SUPPORT SERV	691,433	25,770.00	300,838.07	17,611.25	372,983.53	46.06
<u>55-NON-DEPARTMENTAL</u>						
63-CONTRACTUAL SERVICES	301,630	5,883.13	210,400.13	0.00	91,229.87	69.75
66-OPERATING TRANSFERS	392,868	0.00	78,000.00	0.00	314,868.04	19.85
TOTAL 55-NON-DEPARTMENTAL	694,498	5,883.13	288,400.13	0.00	406,097.91	41.53
<u>95-AEDC PAYROLL</u>						
61-PERSONNEL SERVICES	170,652	11,437.10	49,679.51	0.00	120,972.75	29.11
TOTAL 95-AEDC PAYROLL	170,652	11,437.10	49,679.51	0.00	120,972.75	29.11
TOTAL EXPENSES	11,455,539	671,575.97	5,818,602.59	358,294.18	5,278,642.55	53.92
REVENUE OVER/(UNDER) EXPENSES	(124,119)	274,891.48	2,566,704.94	(358,294.18)	(2,332,529.70)	1,779.27-

11 -AIRPORT FUND

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>OPERATING REVENUE</u>						
11-4348.2 LAND/BUILDING LEASE	6,000	0.00	3,348.19	0.00	2,651.81	55.80
11-4348.25 HANGER RENT	40,000	2,855.12	25,409.92	0.00	14,590.08	63.52
11-4348.3 INSTRUCTION AND PLANE RENTA	250	18.00	126.00	0.00	124.00	50.40
11-4348.4 AIRCRAFT CHARTER AND TAXI	50	10.01	10.01	0.00	39.99	20.02
11-4348.5 AIRPORT SALES	150	0.00	114.50	0.00	35.50	76.33
11-4348.6 AIRCRAFT MAINTENANCE	300	0.00	94.50	0.00	205.50	31.50
11-4348.7 FUEL SALES	1,500	56.60	698.83	0.00	801.17	46.59
TOTAL OPERATING REVENUE	48,250	2,939.73	29,801.95	0.00	18,448.05	61.77
<u>INTRAGOVERNMENTAL RECEIPTS</u>						
11-4502 RAMP GRANT	4,000	0.00	12,350.22	0.00	(8,350.22)	308.76
TOTAL INTRAGOVERNMENTAL RECEIPTS	4,000	0.00	12,350.22	0.00	(8,350.22)	308.76
<u>INTERGOVERNMENTAL RECEIPTS</u>						
<u>REIMBURSING REVENUE</u>						
<u>OTHER NON-OPERATING</u>						
11-4801 INTEREST EARNED	150	6.24	38.26	0.00	111.74	25.51
TOTAL OTHER NON-OPERATING	150	6.24	38.26	0.00	111.74	25.51
<u>OTHER FINANCING SOURCES</u>						
TOTAL REVENUE	52,400	2,945.97	42,190.43	0.00	10,209.57	80.52
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11 -AIRPORT FUND

% OF YEAR COMPLETED: 58.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>36-AIRPORT</u>						
61-PERSONNEL SERVICES	25,274	1,777.80	14,164.35	0.00	11,109.44	56.04
62-SUPPLIES	4,225	0.00	1,442.74	0.00	2,782.26	34.15
63-CONTRACTUAL SERVICES	15,350	316.58	13,866.30	0.00	1,483.70	90.33
65-CAPITAL OUTLAY	0	0.00	15,489.00	0.00 (	15,489.00)	0.00
66-OPERATING TRANSFERS	<u>7,000</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>7,000.00</u>	<u>0.00</u>
TOTAL 36-AIRPORT	51,849	2,094.38	44,962.39	0.00	6,886.40	86.72
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TOTAL EXPENSES	51,849	2,094.38	44,962.39	0.00	6,886.40	86.72
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REVENUE OVER/(UNDER) EXPENSES	551	851.59 (2,771.96)	0.00	3,323.17	502.89-
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CITY OF ATHENS
REVENUE & EXPENSE REPORT (UNAUDITED)
AS OF: APRIL 30TH, 2020

12 -HOTEL OCCUPANCY TAX FUND

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>AD VALOREM/OTHER TAXES</u>						
12-4023 HOTEL/MOTEL OCC'Y TAX	300,000	6,317.78	149,757.86	0.00	150,242.14	49.92
12-4801 INTEREST INCOME	1,500	120.38	850.90	0.00	649.10	56.73
TOTAL AD VALOREM/OTHER TAXES	301,500	6,438.16	150,608.76	0.00	150,891.24	49.95
TOTAL REVENUE	301,500	6,438.16	150,608.76	0.00	150,891.24	49.95
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12 -HOTEL OCCUPANCY TAX FUND

% OF YEAR COMPLETED: 58.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>72-TOURISM</u>						
61-PERSONNEL SERVICES	74,393	5,219.85	40,998.63	0.00	33,394.27	55.11
62-SUPPLIES	6,350	333.22	1,058.12	0.00	5,291.88	16.66
63-CONTRACTUAL SERVICES	175,191	12,085.03	83,550.78	40,746.00	50,894.22	70.95
66-OPERATING TRANSFERS	50,252	0.00	25,126.00	0.00	25,126.00	50.00
TOTAL 72-TOURISM	306,186	17,638.10	150,733.53	40,746.00	114,706.37	62.54
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TOTAL EXPENSES	306,186	17,638.10	150,733.53	40,746.00	114,706.37	62.54
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REVENUE OVER/(UNDER) EXPENSES	(4,686)	(11,199.94)	(124.77)	(40,746.00)	36,184.87	872.21
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CITY OF ATHENS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2020

20 -INTEREST AND SINKING FUND

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>AD VALOREM / OTHER TAXES</u>						
20-4011 CURRENT TAXES	848,027	4,374.39	800,363.16	0.00	47,663.84	94.38
20-4012 DELINQUENT	9,000 (	676.26)	4,798.71	0.00	4,201.29	53.32
20-4015 PENALTY/INTEREST-TAX	<u>10,000</u>	<u>618.11</u>	<u>5,455.49</u>	<u>0.00</u>	<u>4,544.51</u>	<u>54.55</u>
TOTAL AD VALOREM / OTHER TAXES	867,027	4,316.24	810,617.36	0.00	56,409.64	93.49
<u>INTRAGOVERNMENTAL RECEIPTS</u>						
<u>OTHER NON-OPERATING</u>						
20-4801 INTEREST EARNED	<u>1,000</u>	<u>149.89</u>	<u>573.14</u>	<u>0.00</u>	<u>426.86</u>	<u>57.31</u>
TOTAL OTHER NON-OPERATING	1,000	149.89	573.14	0.00	426.86	57.31
<u>OTHER FINANCING SOURCES</u>						
TOTAL REVENUE	<u>868,027</u>	<u>4,466.13</u>	<u>811,190.50</u>	<u>0.00</u>	<u>56,836.50</u>	<u>93.45</u>

CITY OF ATHENS
 REVENUE & EXPENSE REPORT (UNAUDITED)
 AS OF: APRIL 30TH, 2020

20 -INTEREST AND SINKING FUND

% OF YEAR COMPLETED: 58.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>68-DEBT SERVICE</u>						
64-LONG-TERM DEBT	868,027	15,298.09	302,890.72	0.00	565,136.28	34.89
TOTAL 68-DEBT SERVICE	868,027	15,298.09	302,890.72	0.00	565,136.28	34.89
<hr/>						
TOTAL EXPENSES	868,027	15,298.09	302,890.72	0.00	565,136.28	34.89
<hr/>						
REVENUE OVER/(UNDER) EXPENSES	0 (	10,831.96)	508,299.78	0.00 (	508,299.78)	0.00
<hr/>						

30 -CAPITAL PROJECTS FUND

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>INTRAGOVERNMENTAL RECEIPTS</u>						
<u>OTHER NON-OPERATING</u>						
30-4801 INTEREST EARNED	125,000	1,358.27	31,142.62	0.00	93,857.38	24.91
TOTAL OTHER NON-OPERATING	125,000	1,358.27	31,142.62	0.00	93,857.38	24.91
<u>OTHER FINANCING SOURCES</u>						
TOTAL REVENUE	125,000	1,358.27	31,142.62	0.00	93,857.38	24.91
	=====	=====	=====	=====	=====	=====

30 -CAPITAL PROJECTS FUND

% OF YEAR COMPLETED: 58.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<hr/>						
<u>03-CAPITAL IMPROVEMENTS</u>						
65-CAPITAL OUTLAY	<u>3,713,474</u>	<u>52,768.25</u>	<u>226,147.92</u>	<u>0.00</u>	<u>3,487,326.08</u>	<u>6.09</u>
TOTAL 03-CAPITAL IMPROVEMENTS	3,713,474	52,768.25	226,147.92	0.00	3,487,326.08	6.09
<hr/>						
<u>04-FEDERAL GRANTS</u>						
<hr/>						
TOTAL EXPENSES	3,713,474	52,768.25	226,147.92	0.00	3,487,326.08	6.09
	=====	=====	=====	=====	=====	=====
REVENUE OVER/(UNDER) EXPENSES	(3,588,474)	(51,409.98)	(195,005.30)	0.00	(3,393,468.70)	5.43
	=====	=====	=====	=====	=====	=====

40 -UTILITY FUND

% OF YEAR COMPLETED: 58.33

REVENUES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>OPERATING REVENUE</u>						
40-4461 WATER INCOME	2,940,000	211,810.45	1,532,811.87	0.00	1,407,188.13	52.14
40-4462 WATER TAP FEES	15,000	4,100.00	15,462.44	0.00 (	462.44)	103.08
40-4463 WASTEWATER SERVICES	2,680,000	213,565.95	1,459,818.02	0.00	1,220,181.98	54.47
40-4468 BULK WATER SALES	10,000	1,644.92	5,975.32	0.00	4,024.68	59.75
40-4469 INSPECTION FEE	20,000	1,246.73	13,015.05	0.00	6,984.95	65.08
40-4469.1 TURN ON FEE/VACATION	500	150.00	390.00	0.00	110.00	78.00
40-4469.2 RECONNECT FEE	40,000 (	50.00)	28,400.00	0.00	11,600.00	71.00
40-4471 SYSTEM FEES	1,000	125.00	1,100.00	0.00 (	100.00)	110.00
40-4472 WASTEWATER TAP FEE	7,000	0.00	6,015.00	0.00	985.00	85.93
40-4475 DISPOSAL FEES/PERMITS	50,000	10,676.00	44,517.00	0.00	5,483.00	89.03
40-4499.1 RETURNED CK FEES	750	200.00	750.00	0.00	0.00	100.00
TOTAL OPERATING REVENUE	5,764,250	443,469.05	3,108,254.70	0.00	2,655,995.30	53.92
<u>INTRAGOVERNMENTAL RECEIPTS</u>						
<u>INTERGOVERNMENTAL RECEIPTS</u>						
<u>REIMBURSING REVENUE</u>						
<u>OTHER NON-OPERATING REVENUE</u>						
40-4801 INTEREST EARNED	40,000	1,586.44	23,661.87	0.00	16,338.13	59.15
40-4802 DISCOUNTS EARNED	500	39.64	281.77	0.00	218.23	56.35
40-4803 PENALTY RECEIPTS	90,000	0.00	35,308.50	0.00	54,691.50	39.23
40-4815 NECHES COMPOST FACILITY SAL	17,500	0.00	26,996.87	0.00 (	9,496.87)	154.27
40-4821 AUCTION PROCEEDS	15,000	0.00	0.00	0.00	15,000.00	0.00
40-4899 MISCELLANEOUS REVENUE	10,000 (	3,015.21)	596.72	0.00	9,403.28	5.97
TOTAL OTHER NON-OPERATING REVENUE	173,000 (	1,389.13)	86,845.73	0.00	86,154.27	50.20
<u>OTHER FINANCING SOURCES</u>						
TOTAL REVENUE	5,937,250	442,079.92	3,195,100.43	0.00	2,742,149.57	53.81
	=====	=====	=====	=====	=====	=====

40 -UTILITY FUND

% OF YEAR COMPLETED: 58.33

EXPENSES	CURRENT BUDGET	CURRENT PERIOD	YEAR TO DATE ACTUAL	TOTAL ENCUMBERED	BUDGET BALANCE	% YTD BUDGET
<u>61-UTILITY ADMINISTRATION</u>						
61-PERSONNEL SERVICES	192,795	13,858.02	90,248.83	0.00	102,546.60	46.81
62-SUPPLIES	11,770	25.20	4,115.69	0.00	7,654.31	34.97
63-CONTRACTUAL SERVICES	194,000	11,277.43	58,206.92	21,233.58	114,559.50	40.95
TOTAL 61-UTILITY ADMINISTRATION	398,565	25,160.65	152,571.44	21,233.58	224,760.41	43.61
<u>62-WATER UTILITY</u>						
61-PERSONNEL SERVICES	447,407	29,648.17	240,310.60	0.00	207,096.78	53.71
62-SUPPLIES	146,900	16,582.87	65,276.00	73,053.09	8,570.91	94.17
63-CONTRACTUAL SERVICES	499,400	15,529.66	187,112.84	8,688.00	303,599.16	39.21
65-CAPITAL OUTLAY	32,000	0.00	17,164.50	345.00	14,490.50	54.72
TOTAL 62-WATER UTILITY	1,125,707	61,760.70	509,863.94	82,086.09	533,757.35	52.58
<u>63-DISTRIBUTION&COLLECTIO</u>						
61-PERSONNEL SERVICES	661,932	43,223.40	337,091.02	0.00	324,841.03	50.93
62-SUPPLIES	193,800	20,545.58	132,731.06	34,525.66	26,543.28	86.30
63-CONTRACTUAL SERVICES	169,600	9,515.84	78,152.97	660.00	90,787.03	46.47
65-CAPITAL OUTLAY	334,335	83,164.00	174,973.55	110,634.00	48,727.45	85.43
TOTAL 63-DISTRIBUTION&COLLECTIO	1,359,667	156,448.82	722,948.60	145,819.66	490,898.79	63.90
<u>65-WASTEWATER UTILITY</u>						
61-PERSONNEL SERVICES	395,166	28,431.36	194,199.01	0.00	200,967.17	49.14
62-SUPPLIES	116,600	14,521.00	67,144.83	7,810.00	41,645.17	64.28
63-CONTRACTUAL SERVICES	714,600	92,653.75	320,282.76	141,440.75	252,876.49	64.61
65-CAPITAL OUTLAY	166,608	0.00	19,348.61	134,607.90	12,651.49	92.41
TOTAL 65-WASTEWATER UTILITY	1,392,974	135,606.11	600,975.21	283,858.65	508,140.32	63.52
<u>66-UTILITY BILLING</u>						
61-PERSONNEL SERVICES	171,756	12,032.50	95,891.88	0.00	75,864.04	55.83
62-SUPPLIES	28,600	1,809.95	13,112.07	0.00	15,487.93	45.85
63-CONTRACTUAL SERVICES	18,500	2,841.30	7,429.57	0.00	11,070.43	40.16
65-CAPITAL OUTLAY	25,000	0.00	0.00	0.00	25,000.00	0.00
TOTAL 66-UTILITY BILLING	243,856	16,683.75	116,433.52	0.00	127,422.40	47.75
<u>69-NON-DEPARTMENTAL</u>						
63-CONTRACTUAL SERVICES	81,000	3,012.55	76,392.96	0.00	4,607.04	94.31
64-LONG-TERM DEBT	551,210	0.00	17,350.00	0.00	533,860.00	3.15
65-CAPITAL OUTLAY	85,000	0.00	20,204.55	0.00	64,795.45	23.77
66-OPERATING TRANSFERS	831,205	0.00	415,602.50	0.00	415,602.50	50.00
TOTAL 69-NON-DEPARTMENTAL	1,548,415	3,012.55	529,550.01	0.00	1,018,864.99	34.20
TOTAL EXPENSES	6,069,185	398,672.58	2,632,342.72	532,997.98	2,903,844.26	52.15
REVENUE OVER/(UNDER) EXPENSES	(131,935)	43,407.34	562,757.71	(532,997.98)	(161,694.69)	22.56-

Monthly Property Tax Reconciliation Worksheet

	October 2019	November 2019	December 2019	January 2020	February 2020	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	TOTAL
COA General Ledger													
<i>General Fund</i>													
Current (10-4011)	\$216,777.92	\$185,029.45	\$1,456,298.78	\$1,812,107.91	\$317,196.03	\$98,472.33	\$22,454.13						\$4,108,336.55
Delinquent (10-4012)	\$7,919.23	\$3,441.59	\$5,652.82	\$4,423.93	\$1,778.45	\$2,940.56	(\$3,485.08)						\$22,671.50
Penalty & Interest (10-4015)	\$1,850.76	\$1,007.19	\$2,119.53	\$5,012.35	\$4,927.75	\$9,265.60	\$3,160.04						\$27,343.22
Total GF	\$226,547.91	\$189,478.23	\$1,464,071.13	\$1,821,544.19	\$323,902.23	\$110,678.49	\$22,129.09	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,158,351.27
<i>Debt Service</i>													
Current (20-4011)	\$42,231.29	\$36,046.27	\$283,708.05	\$353,025.03	\$61,794.38	\$19,183.75	\$4,374.39						\$800,363.16
Delinquent (20-4012)	\$1,681.36	\$702.62	\$1,219.25	\$934.93	\$363.70	\$573.11	(\$676.26)						\$4,798.71
Penalty & Interest (20-4015)	\$387.43	\$198.72	\$497.28	\$991.51	\$962.46	\$1,799.98	\$618.11						\$5,455.49
Total Debt Service	\$44,300.08	\$36,947.61	\$285,424.58	\$354,951.47	\$63,120.54	\$21,556.84	\$4,316.24	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$810,617.36
Total Deposits	\$270,847.99	\$226,425.84	\$1,749,495.71	\$2,176,495.66	\$387,022.77	\$132,235.33	\$26,445.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,968,968.63
HC Monthly Summary													
<i>M&O</i>													
Current	\$216,777.92	\$185,029.45	\$1,456,298.78	\$1,812,107.91	\$317,196.03	\$98,472.33	\$22,454.13						\$4,108,336.55
Discounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Penalty & Interest	\$0.00	\$0.00	\$0.00	\$3,964.92	\$4,400.19	\$8,210.81	\$2,544.28						\$19,120.20
Delinquent Taxes	\$7,919.23	\$3,441.59	\$5,652.82	\$4,423.93	\$1,778.45	\$2,940.56	(\$3,485.08)						\$22,671.50
Penalty & Interest	\$1,850.76	\$1,007.19	\$2,119.53	\$1,047.43	\$527.56	\$1,054.79	\$615.76						\$8,223.02
<i>I&S</i>													
Current	\$42,231.29	\$36,046.27	\$283,708.05	\$353,025.03	\$61,794.38	\$19,183.75	\$4,374.39						\$800,363.16
Discounts	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Penalty & Interest	\$0.00	\$0.00	\$0.00	\$772.42	\$857.27	\$1,599.59	\$495.66						\$3,724.94
Delinquent Taxes	\$1,681.36	\$702.62	\$1,219.25	\$934.93	\$363.70	\$573.11	(\$676.26)						\$4,798.71
Penalty & Interest	\$387.43	\$198.72	\$497.28	\$219.09	\$105.19	\$200.39	\$122.45						\$1,730.55
<i>Adjustments-VIT Overage</i>													\$0.00
Total Collections	\$270,847.99	\$226,425.84	\$1,749,495.71	\$2,176,495.66	\$387,022.77	\$132,235.33	\$26,445.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,968,968.63
Difference	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Amounts are shown for reconciliation purposes in the month of collection rather than the month of deposit. This is done to be able to reconcile to the County reports which include all collection for a particular month regardless of the deposit date. This is only an issue at the beginning and end of the month. Difference should be zero after entering all figures, if not zero there is a recon error.

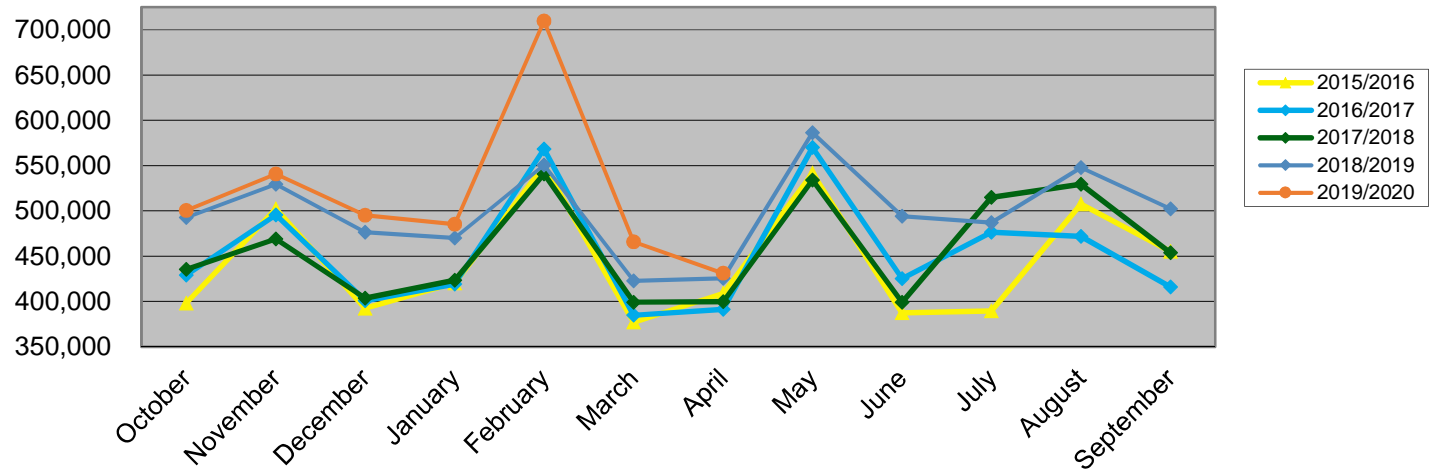
----- CURRENT -----	----- DELINQUENT -----	----- OTHER -----
LEVY 26,828.52	LEVY 4,161.34-	ATTY FEES 466.64
DISCOUNT ..... .00		COURT COST ..... .00
PENALTY 2,224.49	PENALTY 279.13	ABST FEES ..... .00
INTEREST 815.45	INTEREST 459.08	OTHER FEES ..... .00
TOTAL 29,868.46	TOTAL 3,423.13-	TOTAL 466.64
M&O LEVY 22,454.13	M&O LEVY 3,485.08-	
M&O DISCOUNT .. .00		
M&O PENALTY ... 1,861.81	M&O PENALTY ... 231.94	
M&O INTEREST .. 682.47	M&O INTEREST .. 383.82	
M&O TOTAL 24,998.41	M&O TOTAL 2,869.32-	
I&S LEVY 4,374.39	I&S LEVY 676.26-	
I&S DISCOUNT .. .00		
I&S PENALTY ... 362.68	I&S PENALTY ... 47.19	
I&S INTEREST .. 132.98	I&S INTEREST .. 75.26	
I&S TOTAL 4,870.05	I&S TOTAL 553.81-	
TOTAL M&O 22,129.09		
TOTAL I&S 4,316.24		
	REF LEVY/PI(MO) 8,466.71-	
	REF LEVY/PI(IS) 1,649.44-	
	REFUND PI ONLY. 70.17-	RET CHK PI ONLY .00
DUE TO AGENCY . 26,445.33	RFND LEVY/PI .. 10,116.15-	RET CHK LEVY/PI .00
DUE TO ATTY ... 466.64	REFUND ATTY ... .91-	RET CHK ATTY .. .00
DUE TO ABST ... .00	REFUND ABST ... .00	RET CHK ABST .. .00
DUE TO COURTS . .00	REFUND COURTS . .00	RET CHK COURTS. .00
DUE TO OTHER .. .00	REFUND OTHER .. .00	RET CHK OTHER . .00
DUE TOT REN PEN .00	REF TOT REN PEN .00	RCK TOT REN PEN .00
(AGENCY PART) .00	(AGENCY PART) .00	(AGENCY PART) .00
(CAD PART) .00	(CAD PART) .00	(CAD PART) .00

THE ESTIMATED TAXES HAVE BEEN PAID

 PEGGY GOODALL

 NOTARY PUBLIC

Sales Tax 5 Year Trend



Month	2015/2016	2016/2017	2017/2018	2018/2019	Δ	2019/2020	Δ
October	397,977.26	429,223.87	435,347.60	492,728.63	13.18%	500,457.73	1.57%
November	502,322.44	495,416.14	468,987.18	529,436.67	12.89%	540,716.07	2.13%
December	392,381.40	400,761.26	403,528.16	476,373.35	18.05%	495,068.35	3.92%
January	420,215.70	419,324.96	423,617.14	469,985.83	10.95%	485,233.02	3.24%
February	549,654.92	568,262.39	540,892.25	550,780.58	1.83%	709,652.21	28.84%
March	377,041.27	384,777.75	399,207.43	422,805.27	5.91%	466,011.13	10.22%
April	409,054.22	391,226.90	399,760.46	425,562.16	6.45%	431,052.82	1.29%
May	541,772.46	569,935.89	533,982.65	586,411.44	9.82%		
June	387,333.00	425,204.18	399,232.27	494,094.61	23.76%		
July	389,591.96	476,368.93	515,028.18	486,936.36	-5.45%		
August	507,640.98	471,986.44	529,260.85	547,809.13	3.50%		
September	455,423.08	415,978.94	453,877.45	502,255.76	10.66%		
Total	5,330,408.69	5,448,467.65	5,502,721.62	5,985,179.79	8.77%	3,628,191.33	-

Fiscal YTD Compared to Prior Fiscal YTD:		
2019 - 2020:	3,628,191.33	
2018 - 2019:	3,367,672.49	
Difference:	260,518.84	7.74%

Allocation of Sales Tax Received:		
	City of Athens	AEDC
2019 - 2020	2,721,143.50	907,047.83
2018 - 2019	2,525,754.37	841,918.12



Agenda Memorandum

Agenda Date: May 26, 2020

DEPARTMENT: Administration

CONTACT: Elizabeth Borstad, City Manager

SUBJECT: Consider final reading of an Ordinance allowing employees of the City of Athens who have terminated previous memberships in the Texas Municipal Retirement System, to deposit the sums so withdrawn, plus annual withdrawal charges, and allowing and undertaking the cost of the allowing any such employee credit in such system for all service to which such employee had been entitled at date of such withdrawal, with like effect as if all such service had been performed as an employee of the City.

SUMMARY: This provision allows city employees the opportunity to purchase previously forfeited service with TMRS.

BACKGROUND:

ISSUE: n/a

ALTERNATIVES: n/a

FISCAL IMPACT: n/a

RECOMMENDATION: Consider final reading of the Ordinance.



Plan Change Study

GRID 2020

For Informational Purposes Only
Effective Date - January 1, 2020
Report Date - May 6, 2020

00062 Athens

Proposed Plans

<u>Plan Provisions</u>	<u>Current</u>
Deposit Rate	7.00%
Matching Ratio	2 to 1
Updated Service Credit	100% (Repeating)
Transfer USC **	Yes
Annuity Increase	30% (Repeating)
20 Year/Any Age Ret.	Yes
Vesting	5 years
<u>Contribution Rates</u>	<u>2020</u>
Normal Cost Rate	9.05%
Prior Service Rate	<u>6.41%</u>
Retirement Rate	15.46%
Supplemental Death Rate	<u>0.16%</u> (A & R)
Total Rate	15.62%
Unfunded Actuarial Liability	\$6,226,981
Amortization Period	25 years
Funded Ratio	82.0%
Phase-In Total Rate	N/A

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 9 eligible transfer employees on the valuation date.

As of the valuation date, there are 0 employees with previously forfeited service credit eligible for buyback under a previously adopted ordinance. Assuming all of these employees immediately buyback this service credit, the increase in the unfunded liability would be \$0, and the contribution rate would increase by 0.00%. There are an additional 10 employees with previously forfeited credit that will be eligible if a new buyback ordinance is adopted. Again, assuming the immediate purchase of all this service credit, the increase in unfunded liability and contribution rate would be \$342,343 and 0.27%.



ORDINANCE NO. 2020-O_

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE ALLOWING CERTAIN EMPLOYEES OF THE CITY WHO HAVE TERMINATED PREVIOUS MEMBERSHIPS IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM, TO DEPOSIT THE SUMS SO WITHDRAWN, PLUS ANNUAL WITHDRAWAL CHARGES, AND ALLOWING AND UNDERTAKING THE COST OF ALLOWING ANY SUCH EMPLOYEE CREDIT IN SUCH SYSTEM FOR ALL SERVICE TO WHICH SUCH EMPLOYEE HAD BEEN ENTITLED AT DATE OF SUCH WITHDRAWAL, WITH LIKE EFFECT AS IF ALL SUCH SERVICE HAD BEEN PERFORMED AS AN EMPLOYEE OF THIS CITY.

WHEREAS, the actuary of the Texas Municipal Retirement System has determined that all obligations charged against the City's account in the benefit accumulation fund, including the obligations arising as a result of this ordinance, can be funded by the City within its maximum contribution rate and within its amortization period; and

WHEREAS, the City Council has determined that adoption of this ordinance is in the best interests of the City, now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF ATHENS, TEXAS:

Section 1: Pursuant to Section 853.003 of Subtitle G of Title 8, V.T.C.A., Government Code, as amended, the City of Athens hereby elects to allow any member of the Texas Municipal Retirement System who is an employee of this City on the ____ day of _____, ____*, who has terminated a previous membership in said System by withdrawal of deposits while absent from service, but who has at least 24 months of credited service as an employee of this City since resuming membership to deposit with the System in a lump sum the amount withdrawn, plus a withdrawal charge of five percent (5%) of such amount for each year from date of such withdrawal to date of redeposit, and thereupon such member shall be allowed credit for all service to which the member had been entitled at date of termination of earlier membership, with like effect as if all such service had been rendered as an employee of this City, whether so rendered or not. The City agrees to underwrite and hereby assumes the obligations arising out of the granting of all such credits, and agrees that all such obligations and reserves required to provide such credits shall be charged to this City's account in the benefit accumulation fund. The five percent (5%) per annum withdrawal charge paid by the member shall be deposited to the credit of the City's account in said benefit accumulation fund; and the deposits of the amount previously withdrawn by the member shall be credited to his or her individual account in the benefit accumulation fund of the System.

Section 2: This ordinance shall be become effective on the ____ day of _____, ____*, which is a date on or after the date set forth in Section 1, above.

PASSED, APPROVED, and ADOPTED this the 26th of May 2020 at a regular meeting of the City Council of the City of Athens, Texas, with the following record vote:

- Monte Montgomery, Mayor _____
- Ed McCain, Mayor Pro Tem _____
- Aaron Smith, Councilmember _____
- Toni Clay, Councilmember _____
- Robert Gross, Councilmember _____

- Voted in favor of the motion _____
- Voted against the motion _____
- Motion Carried _____

ATTEST:

City Secretary or Clerk

Mayor

***THIS DATE MUST BE THE ACTUAL DATE OF THE ORDINANCE'S FINAL ADOPTION.**



Agenda Memorandum

Agenda Date: 26 May 2020

DEPARTMENT: Police

CONTACT: Michael D. Hill, Jr., Chief of Police

SUBJECT: An Ordinance providing for special seniority pay for newly-hired police officers with prior full-time, paid, law enforcement experience (Lateral Entry Program).

BACKGROUND: As is the case across the nation, local recruitment of qualified law enforcement officers remains highly competitive. Even more difficult is attracting licensed officers with previous law enforcement experience.

One tool to recruit and retain experienced officers is a Lateral Entry Program. With certain limitations, the program allows the officers to use their previous experience to receive special seniority credit in the new department and be placed on the salary step plan in a location other than the entry-level position. While the officer is considered a new employee in all other aspects, the program helps alleviate some of the financial impact they could face when beginning their employment with the new agency.

ISSUE: Because the City of Athens is a Civil Service City, Chapter 143 of the Texas Local Government Code requires that matters regulating certain pay types of Civil Service employees be enacted by Ordinance. If the City Council authorizes the special seniority pay as part of a Lateral Entry Program, a request to approve and implement the program would be presented to the Civil Service Commission for consideration as required by law. Contingent on the approval of the program by the City Council, a meeting of the Civil Service Commission is currently being scheduled for later this month.

RECOMMENDATION: It is staff's recommendation that the item be approved as presented on final reading.

ORDINANCE NO. 2020-O-041

AN ORDINANCE OF THE CITY OF ATHENS PROVIDING FOR SPECIAL SENIORITY PAY FOR NEWLY-HIRED POLICE OFFICERS WITH PRIOR FULL-TIME, PAID, LAW ENFORCEMENT EXPERIENCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Athens has adopted Chapter 143 of the Local Government Code, or “Civil Service” for its police and fire departments; and

WHEREAS, the City Council has the authority, under Chapter 143 and specifically § 143.041, to set seniority pay for classified positions; and

WHEREAS, the City of Athens highly values law enforcement personnel with previous experience as full-time paid officers; and

WHEREAS, the City of Athens recognizes that recruiting persons with prior full-time paid law enforcement experience is an asset to the City of Athens Police Department and to the citizens; and

WHEREAS, the City Council believes that years of experience in paid law enforcement is an important factor in the success of police officers and that providing seniority pay as described below will assist the City of Athens to recruit experienced personnel; and

WHEREAS, the City Council adopts the Athens Police Department Step Plan Pay Scale annually as part of the Budget, and this ordinance is intended to explicate and supplement the Step Plan Pay Scale ordinance; and

WHEREAS, on the 11th day of May 2020, the City Council of the City of Athens, Texas, after due notice, held a public meeting and the ordinance was read aloud for the first time as required by Article III, Section 3.11 of the City of Athens Charter.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, TEXAS:

SECTION 1.

That the City Council hereby finds the statements made in the preamble are true and correct.

SECTION 2.

That the City Council deems that those officers who are hired after June 1, 2020, with prior full-time paid law enforcement experience will be placed on the City of Athens' Police Department Step Plan Pay Scale based on the following formula:

Those officers with prior full-time paid experience with a county or municipal law enforcement agency having at least 15 commissioned, full-time, paid officers, shall receive one year of special seniority pay credit with the Athens Police Department for each year served with that agency.

Those officers with prior full-time paid experience with a county or municipal law enforcement agency having fourteen (14) or fewer commissioned, full-time, paid officers shall receive one-half year's special seniority pay credit with the Athens Police Department for each year served with that agency.

SECTION 3.

- a. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part, so decided to be invalid, illegal or unconstitutional.
- b. That all provisions of the ordinance of the City of Athens in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other provisions for the ordinance of the City of Athens not in conflict with the provisions of this ordinance shall remain in full force and effect.
- c. That this ordinance shall take effect immediately after its passage.

PASSED, APPROVED, and ADOPTED this the **26th** of **May 2020** at a regular meeting of the City Council of the City of Athens, Texas, with the following record vote:

Monte Montgomery, Mayor	_____
Ed McCain, Mayor Pro Tem	_____
Aaron Smith, Councilmember	_____
Toni Clay, Councilmember	_____
Robert Gross, Councilmember	_____

Voted in favor of the motion	_____
Voted against the motion	_____

Motion carried _____

Monte Montgomery, Mayor

ATTEST:

Bonnie Hambrick, City Secretary



Agenda Memorandum

Agenda Date: May 26, 2020

DEPARTMENT: Administration

CONTACT: Elizabeth Borstad, City Manager

SUBJECT: Discuss, consider and take action, as necessary, concerning the possible closure of First Street Right-Of-Way between Jonathan Street and Williams Street, as requested by Heather Fossis.

SUMMARY: See background information.

BACKGROUND: On February 24, 2020 Audrey Sloan, Director of Development Services, explained the closure is requested for one block of First Street Right-Of-Way which runs North and South between Jonathan and Williams Street. Ms. Sloan stated that First Street is built out two blocks to the South with the other two blocks not built out. She stated the closure is requested by the owner of property to the West on Jonathan Street. She stated the request has been reviewed by City staff and utility companies. She explained there is no water or sewer infrastructure in the right-of-way, but there is electrical and Oncor has requested an easement be retained if the closure is approved. During this meeting Councilmember McCain asked that city crews go out and take care of cleaning and provide an update during the next meeting.

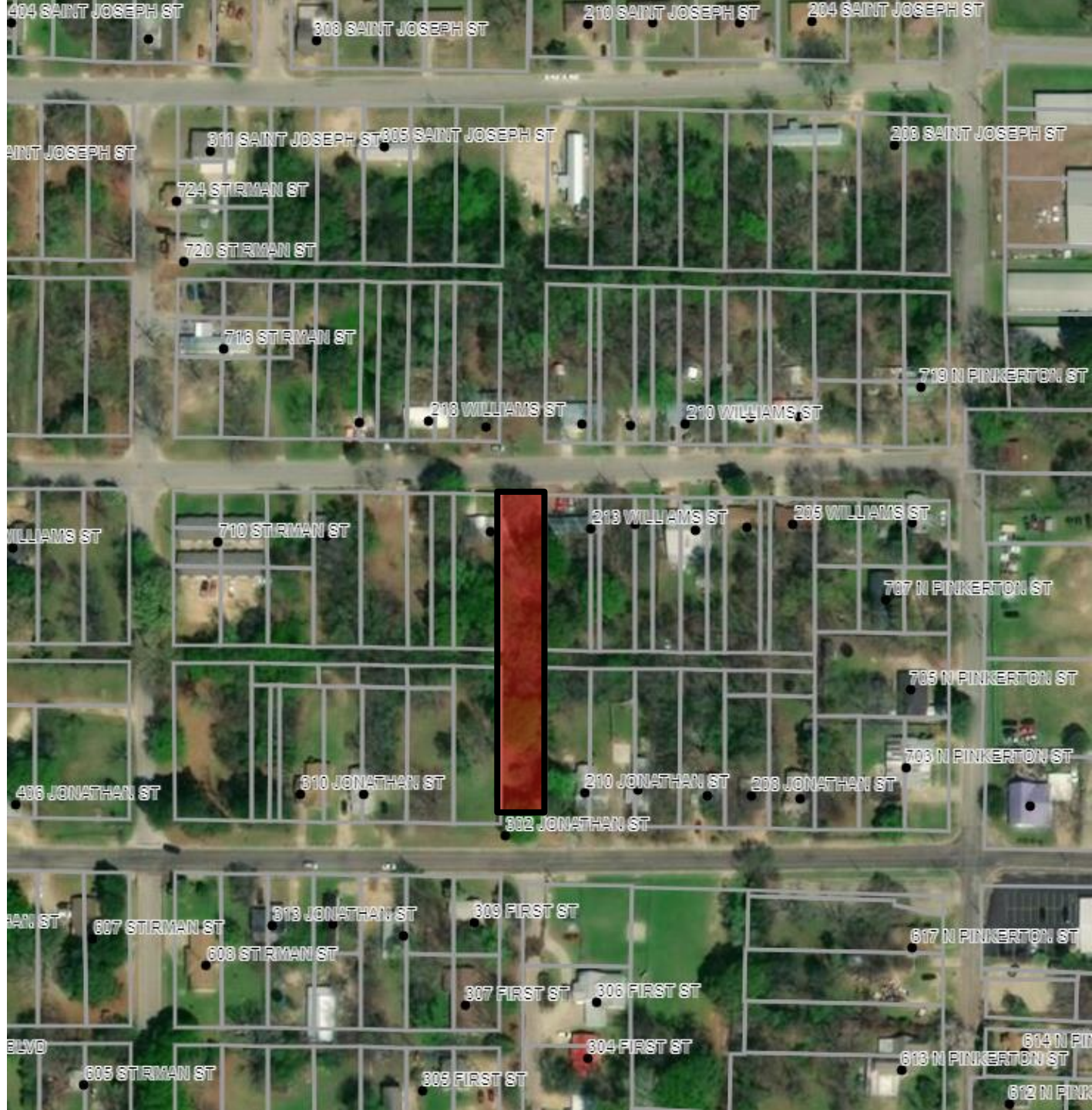
On 3-9-2020 Tim Perry, Public Works Director, provided an update on the cleanup of First Street Right-Of-Way between Jonathan Street and Williams Street. He stated cleanup of the debris is progressing. Pictures are after the clean up are included the packet.

ISSUE: n/a

ALTERNATIVES: The closure could be denied so First Street may be extended in the future.

FISCAL IMPACT: n/a

RECOMMENDATION: Discuss, consider and take action, as necessary, concerning the possible closure of First Street Right-Of-Way between Jonathan Street and Williams Street, as requested by Heather Fossis.



404 SAINT JOSEPH ST

308 SAINT JOSEPH ST

210 SAINT JOSEPH ST

204 SAINT JOSEPH ST

SAINT JOSEPH ST

311 SAINT JOSEPH ST

305 SAINT JOSEPH ST

208 SAINT JOSEPH ST

724 STIRMAN ST

720 STIRMAN ST

716 STIRMAN ST

218 WILLIAMS ST

210 WILLIAMS ST

719 N PINKERTON ST

WILLIAMS ST

710 STIRMAN ST

218 WILLIAMS ST

205 WILLIAMS ST

707 N PINKERTON ST

705 N PINKERTON ST

406 JONATHAN ST

310 JONATHAN ST

302 JONATHAN ST

210 JONATHAN ST

203 JONATHAN ST

703 N PINKERTON ST

HAN ST

607 STIRMAN ST

313 JONATHAN ST

309 FIRST ST

617 N PINKERTON ST

608 STIRMAN ST

307 FIRST ST

306 FIRST ST

BLVD

605 STIRMAN ST

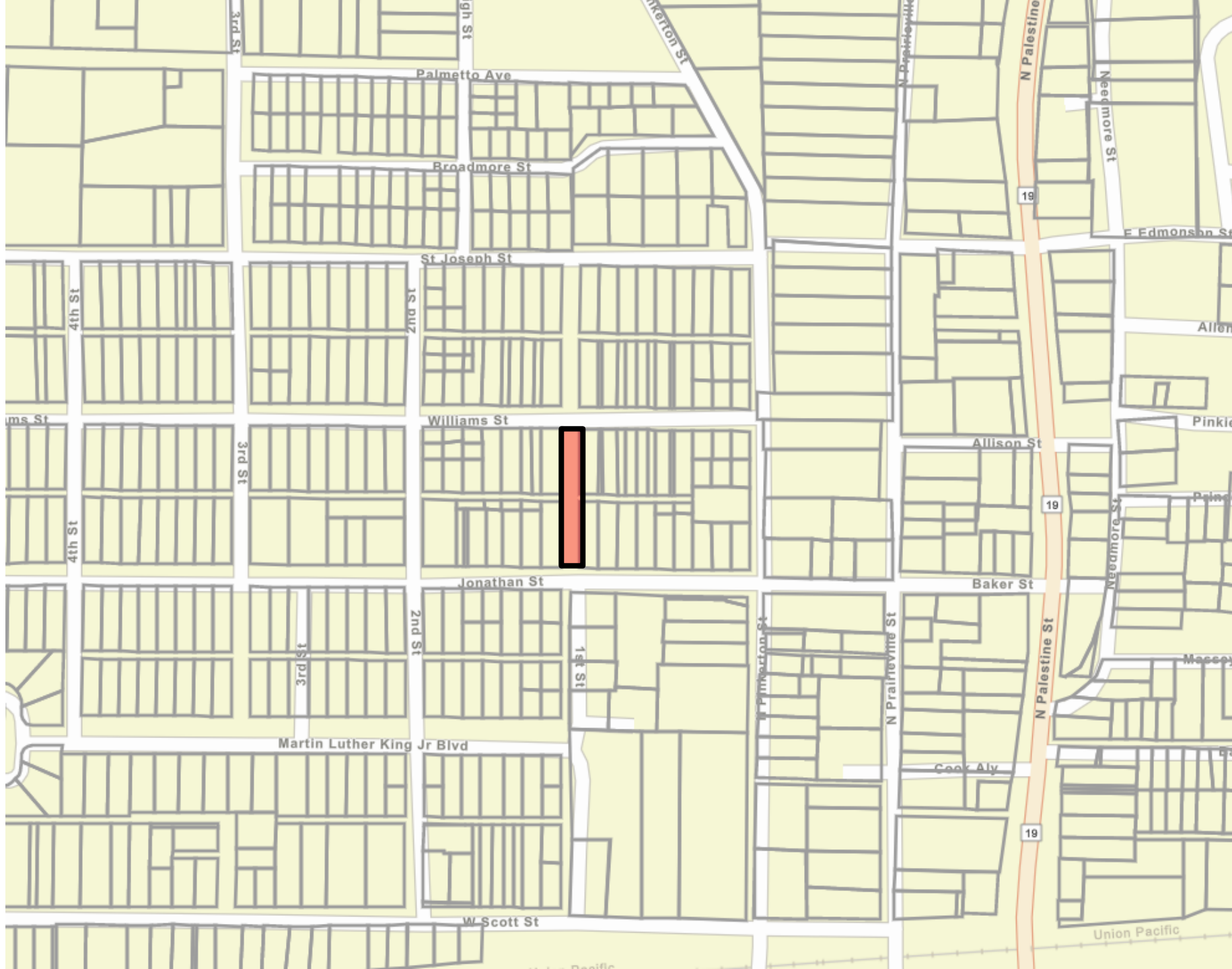
305 FIRST ST

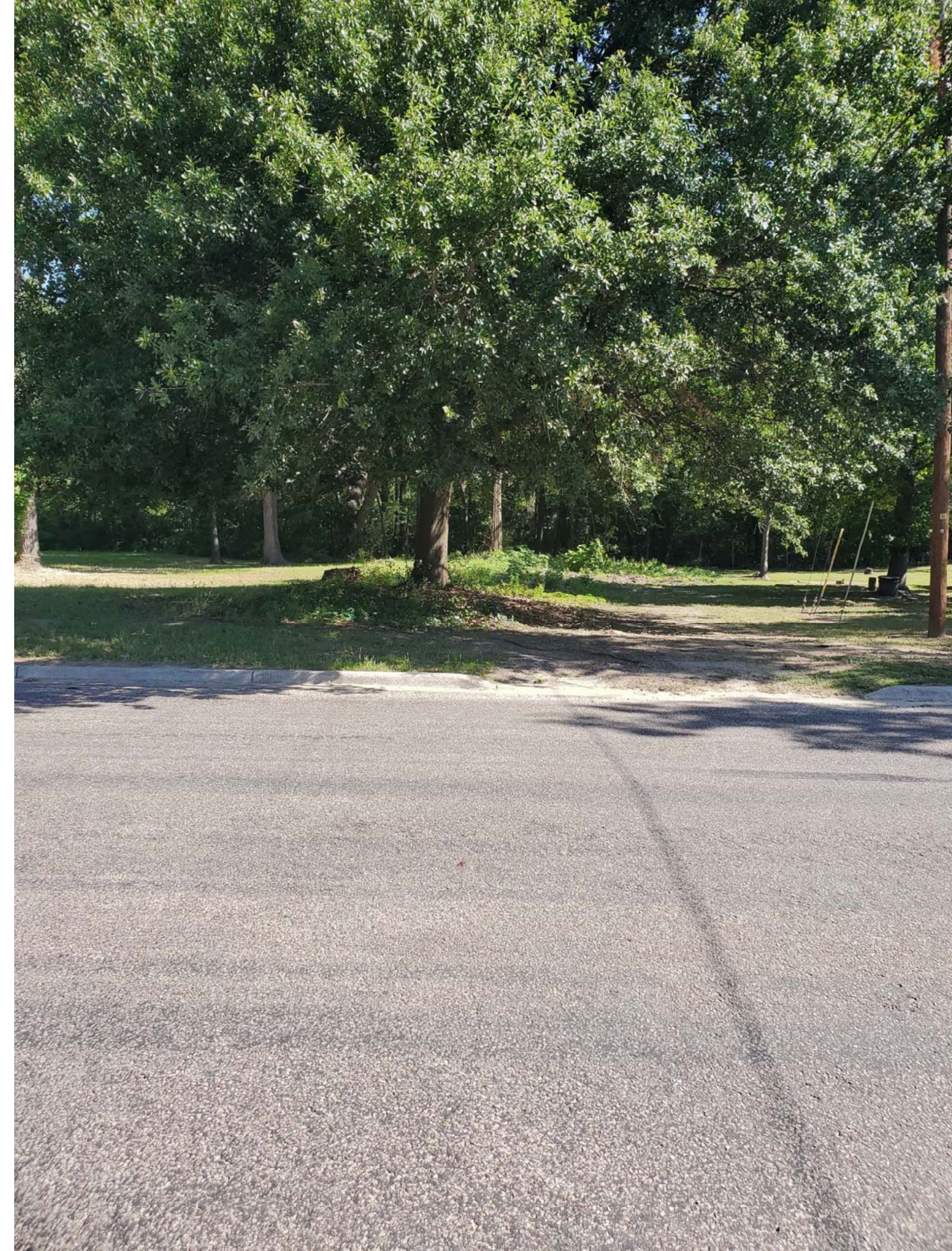
304 FIRST ST

618 N PINKERTON ST

612 N PINK













Agenda Memorandum

AGENDA DATE: 5/26/2020

DEPARTMENT: Finance

CONTACT: Mandie Quigg

SUBJECT: Utility Billing Penalties and Disconnections for non-payment

SUMMARY: As a result of the economic impact of COVID-19 and the necessity to have water for hand washing, the City of Athens ceased charging customer penalties for past due balances and has not disconnected service for non-payment effective March 18th. The Public Utility Commission, which regulates Investor Owned Utilities, voted on May 14th to continue the suspension of disconnections for non-payment through June 13th but allowed the moratorium of past due penalties to expire effective May 15th. The PUC urges municipally owned utilities to review the Commission's orders when making decisions regarding disconnections for nonpayment during the COVID-19 crisis. However, the City Council has the authority to charge penalties and authorize disconnections of services per Local Government Code Section 552.001(b) and the City maintains operational guidelines found in Section 21 of the City's Code of Ordinances.

BACKGROUND: On March 23, 2020 the City Manager and Council discussed measures taken as a result of the COVID-19 pandemic which included ceasing the assessment of past due penalties and foregoing the disconnection of utility services for non-payment.

ISSUE: N/A

ALTERNATIVES: Penalty posting could begin on June 17th per attached Resolution or a later date.

FISCAL IMPACT: Unbilled Past Due Penalties = \$22,397.35 and Unbilled Disconnect Fees = \$16,150

RECOMMENDATION: It is recommended that City Council discuss and direct the City Manager to reinstate the assessment of past due penalties as of June 17, 2020 or provide direction for when Council would desire to resume regular operations.

RESOLUTION NO. 2020-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATHENS, TEXAS PROVIDING DIRECTION TO THE CITY MANAGER REGARDING THE MORATORIUM OF PAST DUE PENALTIES FOR MUNICIPAL UTILITY ACCOUNTS IN RESPONSE TO COVID-19.

WHEREAS, on the 23rd day of March 2020 the City Council of the City of Athens, pursuant to Government Code Chapter 418.108, authorized the Mayor to extend the Declaration of Local Disaster Due to the Public Health Emergency; and

WHEREAS, at the meeting of City Council on the 23rd day of March 2020 the City Manager notified the City Council that the Utility Billing Department for the City of Athens suspended the assessment of past due and disconnect fees, as well as ceased disconnections for overdue utility bills effective March 18th; and

WHEREAS, after careful consideration the City Council of the City of Athens directs the City Manager to reinstate the assessment of past due penalties effective the 17th day of June 2020 for the City's utility accounts according to Section 21-12 of the City's Code of Ordinances; and

WHEREAS, the City Council acknowledges that this Resolution does not reinstate the assessment of disconnect fees or disconnect operations for the City of Athens utility accounts;

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Athens authorizes the City Manager to resume the assessment of past due penalties effective the 17th day of June 2020.

PASSED and **APPROVED** by majority vote of the City Council of the City of Athens, Texas this 26th day of **May 2020**.

Monte Montgomery, Mayor

ATTEST:

Bonnie Hambrick, City Secretary

Sec. 21-11. - Reserved.

Note— See the editor's note to § 21-9.

Sec. 21-12. - Bill payment date; penalties for late payment.

A municipal utility bill is considered delinquent when not paid in full within fifteen (15) days of the billing date. All bills delinquent for fifteen (15) days shall receive a second notice, included on which shall be added a ten (10) per cent penalty fee for late payment of utility bill, and said notice shall describe procedures for termination of services. The second notice shall constitute the only notice that the customer shall receive before termination of services. All bills must be paid in full on or before the thirtieth day after the date of billing. Any person, subscriber or user, who violates this section shall be penalized as follows:

- (a) All municipal utilities services shall be disconnected.
- (b) Upon payment of delinquent utility bills, service will be restored only after the payment of a late charge of fifty dollars (\$50.00) for each violation of this section.
- (c) If the utility bill runs sixty (60) days the services shall be not only disconnected but meter shall be pulled. Upon payment of delinquent utility bills after utilities have been pulled, there shall be a reconnect fee of one hundred dollars (\$100.00) payable to the city.
- (d) Upon the sixtieth day of delinquency, the bill shall be finaled and all books cleared. The deposit which has been placed with the city shall be used against the bill.
- (e) Flow testing of meters shall be used as a last resort and if the customer insists on a flow test, the flow test shall be payable in the following manner:
One-inch or smaller \$25.00

Larger than one inch 40.00

This fee shall be payable only if the meter pulled passes the flow test and shows to be reliable.

(Ord. No. C-111, § 11, 9-9-52; Ord. of 8-10-64, § 2; Ord. No. A-565, 5-13-74; Ord. No. A-854, 10-22-79; Ord. No. A-934, 3-23-81; Ord. No. A-990, 2-8-82; Ord. No. 27-92, 10-12-92; Ord. No. O-31-08, 11-10-08)

Cross reference— Miscellaneous fees and charges, § 21-6.5.

Sec. 21-13. - Notice to discontinue water service.

Any person wishing to discontinue the use of water from the waterworks system must give notice thereof to the city, otherwise a charge will be entered until such notice has been given.

(Ord. No. C-111, § 4, 9-9-52)

Sec. 21-14. - Report of water leaks, waste, violations.

It shall be the duty of all employees of the city, including officers and members of the police force, to report to the superintendent upon blanks furnished for that purpose, any leaks or unnecessary waste of water that may come to their attention, and also any violations of this chapter.

(Ord. No. C-111, § 5, 9-9-52)

Sec. 21-15. - Interference with, damaging, etc., systems.

It shall be unlawful for any person to do, commit or assist in committing any of the following things or acts:

- (1) To open or close any fire hydrant or stop cock connected with the waterworks system, or lift or remove the covers of any gate valve or shutoff thereof, without the permission of the superintendent, except in case of fire, and then under the direction of officers of the fire department;
- (2) To interfere with, destroy, deface, impair, injure or wantonly force open any gate, or door, or in any way whatsoever destroy, injure or deface any part of any enginehouse, reservoir, standpipe, elevated tank, building or buildings, or appurtenances, fences, trees, shrubs or fixtures or property appertaining to the waterworks system;
- (3) To go upon or ascend the stairway or steps, of any elevated water storage tank or standpipe of the waterworks system, except by permission of the superintendent;
- (4) To place any telegraph, telephone, electric light pole, or any other obstruction whatsoever within three (3) feet of any fire hydrant;
- (5) To resort to any fraudulent device or arrangement for the purpose of procuring water for oneself or others from private connections on premises contrary to the city regulations or ordinances;
- (6) To interfere with or injure any reservoir, tank, fountain, hydrant, pipe, cock valve, or other apparatus pertaining to the waterworks system, or to turn on or off without authority the water in any street hydrant or other water fixture, or to hitch or tie any animal thereto;
- (7) To make or permit to be made any connection with the main or service pipes of the waterworks system or to turn on or use the water of such system

property owner for domestic use.

Added by Acts 2007, 80th Leg., R.S., Ch. 874 (H.B. 1656), Sec. 3, eff. June 15, 2007.

Transferred from Local Government Code, Section 401.006 by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 27.001(66), eff. September 1, 2009.

Sec. 551.007. WATER CONSERVATION BY HOME-RULE MUNICIPALITY. A home-rule municipality may adopt and enforce ordinances requiring water conservation in the municipality and by customers of the municipality's municipally owned water and sewer utility in the extraterritorial jurisdiction of the municipality.

Added by Acts 2007, 80th Leg., R.S., Ch. 1352 (H.B. 4), Sec. 12, eff. June 15, 2007.

Added by Acts 2007, 80th Leg., R.S., Ch. 1430 (S.B. 3), Sec. 2.31, eff. September 1, 2007.

Transferred from Local Government Code, Section 401.006 by Acts 2009, 81st Leg., R.S., Ch. 87 (S.B. 1969), Sec. 27.001(67), eff. September 1, 2009.

CHAPTER 552. MUNICIPAL UTILITIES

SUBCHAPTER A. PUBLIC UTILITY SYSTEMS IN GENERAL

Sec. 552.001. MUNICIPAL UTILITY SYSTEMS; GENERAL POWERS. (a) In this section, "utility system" means a water, sewer, gas, or electricity system.

(b) A municipality may purchase, construct, or operate a utility system inside or outside the municipal boundaries and may regulate the system in a manner that protects the interests of the municipality. The municipality may own land inside or outside its boundaries for these purposes.

(c) A municipality may extend the lines of its utility systems outside the municipal boundaries and may sell water, sewer, gas, or electric service to any person outside its boundaries. The municipality may contract with persons outside its boundaries to permit them to connect with those utility systems on terms the municipality considers to be in its best interest. This subsection does not authorize the extension of electric lines into the corporate



Public Utility Commission of Texas

1701 N. Congress, P.O. Box 13326, Austin, TX 78711-3326 Fax 512-936-7003

News Release

May 14, 2020

Contact: Andrew Barlow

Andrew.Barlow@PUC.Texas.GOV

PUBLIC UTILITY COMMISSION EXTENDS DNP PROTECTIONS FOR CUSTOMERS OF PUC-REGULATED WATER, SEWER AND NON-ERCOT ELECTRIC UTILITIES

Existing ability to recover debt through rate increases mitigates impact on customers

Austin, TX – In today’s open meeting, the Public Utility Commission of Texas continued its efforts to mitigate the impact of the COVID-19 pandemic on the low-income customers of Texas utilities by extending to June 13th the suspension of disconnections for non-payment by vertically integrated electric utilities outside of ERCOT (namely Entergy, El Paso Electric, SPS and SWEPCO) and water and sewer utilities regulated by the PUC, superseding the May 15th expiration date originally ordered in the commissioners’ open meeting on April 17, 2020.

“When we originally established the May 15th expiration for these protections, I thought that we would be farther along in terms of reopening our economy, but the appropriately-paced approach Texas is taking makes this change necessary,” said Chairman DeAnn Walker. “As we strive to provide regulatory certainty to the companies under our purview and ease the burden on their low-income customers, it’s prudent to delay the expiration of these disconnection protections until some degree of economic stability emerges.”

The commissioners’ unanimous vote to extend the expiration for the disconnection suspensions for the vertically integrated electric utilities outside of ERCOT and the water and sewer companies regulated by the PUC does not impact the May 15th expiration of the moratorium on late fees for residential customers or the scheduled July 17th expiration for the Electricity Relief Program.

Customers of the utilities affected by today’s order are reminded that the suspension of disconnection does not relieve them of the obligation to pay their utility bills and are encouraged to pay what they can when they can to avoid excessive debt in the future.

“Fortunately, we’ve already established a way for these water utilities and vertically integrated electric utilities outside of ERCOT to recover any resulting bad debt through a rate change,” said Commissioner Shelly Botkin. “Until this pandemic situation improves, we’ll continue to monitor its impact on Texas utility customers and the companies who serve them.”

###

About the Public Utility Commission

Our mission is to serve Texans by regulating the state’s electric, telecommunication, and water and sewer utilities, implementing respective legislation, and offering customer assistance in resolving consumer complaints. Since its founding in 1975, the Commission has a long and proud history of service to Texas, protecting customers, fostering competition, and promoting high quality infrastructure. To learn more, please visit <http://www.puc.texas.gov>.



City of Athens
COVID-19 Utility Revenue Impact

Past Due Penalties and Disconnect Fees NOT Billed

Date:	Function:	Bill Period:	Due Date:	Amount:	# of Customers:
3/18/2020	Past Due Penalties	01/17 - 2/18	4/6/2020	\$7,216.73	820
4/7/2020	Disconnect Fees	01/17 - 2/18	4/7/2020	\$7,700.00	154
4/17/2020	Past Due Penalties	2/18 - 3/18	5/5/2020	\$7,972.37	885
5/6/2020	Disconnect Fees	2/18 - 3/18	5/6/2020	\$8,450.00	169
5/20/2020	Past Due Penalties	3/18 - 4/17	6/9/2020	\$7,208.25	797
6/10/2020	Disconnect Fees	3/18 - 4/17	6/10/2020		

Total Unbilled Penalties:	\$22,397.35
Total Unbilled Disconnect Fees:	\$16,150.00
Total Unbilled Fees:	\$38,547.35

Future Periods Not Completed AO 05.20.2020



City of Athens
Past Due Penalties and Disconnect Fees Comparison

Past Due Penalties

Date:	# of Customers:	Amount:	Date:	# of Customers:	Amount:	% Change:
Oct-19	956	\$ 10,887.79	Oct-18	944	\$ 9,238.60	17.85%
Nov-19	937	\$ 8,790.55	Nov-18	1,088	\$ 12,506.80	-29.71%
Dec-19	877	\$ 7,497.23	Dec-18	899	\$ 7,543.76	-0.62%
Jan-20	1,004	\$ 8,356.67	Jan-19	1,040	\$ 10,262.07	-18.57%
Feb-20	868	\$ 7,049.76	Feb-19	830	\$ 6,784.55	3.91%
Mar-20	820	\$ 7,216.73	Mar-19	826	\$ 6,706.88	7.60%
Apr-20	885	\$ 7,972.37	Apr-19	984	\$ 8,916.42	-10.59%
May-20	797	\$ 7,208.25	May-19	1,023	\$ 10,104.70	-28.66%
Jun-20	-	-	Jun-19	918	\$ 7,916.81	

Disconnect Fees

Date:	# of Customers:	Amount:	Date:	# of Customers:	Amount:	% Change:
Oct-19	96	\$ 4,800.00	Oct-18	66	\$ 3,300.00	45.45%
Nov-19	112	\$ 5,600.00	Nov-18	106	\$ 5,300.00	5.66%
Dec-19	62	\$ 3,100.00	Dec-18	106	\$ 5,300.00	-41.51%
Jan-20	95	\$ 4,750.00	Jan-19	77	\$ 3,850.00	23.38%
Feb-20	120	\$ 6,000.00	Feb-19	86	\$ 4,300.00	39.53%
Mar-20	98	\$ 4,900.00	Mar-19	88	\$ 4,400.00	11.36%
Apr-20	154	\$ 7,700.00	Apr-19	66	\$ 3,300.00	133.33%
May-20	169	\$ 8,450.00	May-19	72	\$ 3,600.00	134.72%
Jun-20	-	-	Jun-19	132	\$ 6,600.00	

Amounts NOT Billed