

HEWITT TEXAS

CITY COUNCIL MEETING AGENDA

June 1, 2020

Regular Meeting – 7:00 PM

CITY HALL, 200 PATRIOT COURT

HEWITT, TX 76643

MAYOR AND CITY COUNCIL

Charlie Turner – Mayor, Ward 1

Wilbert Wachtendorf – Mayor Pro Tem, Ward 1

Bill Fuller – Council Member, Ward 2

Vacant – Council Member, Ward 2

Steve Fortenberry – Council Member, Ward 3

Erica Bruce – Council Member, Ward 3

Michael S. Bancale – Council Member, At-Large

CITY STAFF

Bo Thomas, City Manager

Michael W. Dixon, City Attorney

Miles Whitney, City Engineer

Lydia Lopez, City Secretary

Jim Devlin, Police Chief

Lee Garcia, Finance Director

Lance Bracco, Fire Chief

Waynette Ditto, Library Director

Tracy Lankford, Community Dev. Director

Kevin Reinke, Utilities Director

Scott Coleman, General Services Director

Tuck Saunders, Assistant Police Chief

Jessica Higgins, HR Generalist

HEWITT TEXAS

NOTICE OF MEETING OF THE GOVERNING BODY

Notice is hereby given that a **Regular** meeting of the governing body of the City of Hewitt will be held on the **1st day of June, 2020, at 7:00 PM in Hewitt City Hall, Council Chambers, 200 Patriot Court**, Hewitt, Texas, at which time the following subjects will be discussed and upon which action may be taken:

In accordance with social distancing guidelines, the City Council meeting will not be open to the public. Some council members may attend, while others may call in to participate. The meeting will be streamed live on the city's website at <https://www.cityofhewitt.com/790/Hewitt-TX-TV>.

There will be an opportunity for the public to submit written comments on items listed on the agenda or under the hear visitors. Complete a [Public Comment form](#) available online and submit via email to the City Secretary. Comments must be received no later than **noon** on the date of the meeting.

1. Call meeting to order.
2. Pledge of Allegiance to the U.S. Flag
3. Hear visitors on matters pertaining to city business. *Under the Texas Open Meetings Act, the Council is prohibited from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda.*
4. Consider approval of minutes of the City Council Regular Meeting of May 18, 2020.
5. Public hearing and action on **Ordinance No. 2020-11**; granting or deny a variance request to the sign ordinance by Guy Hatcher for development located at 875 S. Hewitt Drive.
6. Consideration and possible action on the City of Hewitt's vote for Jim Devlin for Seat Two of the McLennan County 9-1-1 Emergency Assistance District Board of Managers.
7. Consideration and action on **Resolution No. 2020-04**; in support of the submission of a grant application (CARE's Act Grant).
8. Discussion and briefing concerning the Coronavirus (COVID-19) and any actions necessary thereto.
9. **Executive Session:** A closed meeting will be held pursuant to Section 551.074 of the Government Code (V.T.C.A.) so that the Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee. (City Manager).
10. Consideration and possible action regarding the subject matter set forth in the Executive Session (if needed).
11. Adjourn

I, the undersigned authority, do hereby certify that the above notice of meeting of the governing body of the City of Hewitt, Texas was posted on the Public Notice Board located in front of City Hall at 1:00 AM/PM on May 27, 2020.

CITY OF HEWITT

Lydia Lopez

Lydia Lopez, TRMC/CMC
City Secretary

In compliance with the American with Disabilities Act, the City of Hewitt will provide reasonable accommodations for persons attending and/or participating in this Council Meeting. To better serve you, request must be made at least 24 hours prior to the meeting. Contact the City Secretary at 254.666.6171 or by fax at 254.666.6014. The building is wheelchair accessible, with handicap parking available at the front of the building.



AGENDA ITEM #3 – HEARING OF VISITORS

PROCEDURES FOR CITIZEN PARTICIPATION AT MEETINGS

Due to social distancing guidelines, the upcoming City Council Meeting on Monday, June 1, 2020, at 7:00 PM will be held online at <https://www.cityofhewitt.com/790/Hewitt-TX-TV>.

In order to address the Council on any item including this hearing of visitors, you must complete and submit the [Public Comment Form](#) via email to the [City Secretary](#) or in person at Hewitt City Hall, 200 Patriot Court by **NOON** on the day of the meeting. Your comments will be read during the meeting at that time.

Council may not comment publicly on issues raised during citizen comments that are not listed on the Agenda but may direct the City Manager to resolve or request the matter to be placed on a future agenda. Such public comments shall not include any “deliberation” as defined by Chapter 551 of the Government Code, as now or hereafter amended.



COUNCIL AGENDA ITEM FORM

MEETING DATE: June 1, 2020

AGENDA ITEM #: 4

SUBMITTED BY: Lydia Lopez, City Secretary

ITEM DESCRIPTION:

Consider approval of minutes of the City Council Regular Meeting of May 18, 2020.

STAFF RECOMMENDATION/ITEM SUMMARY:

Attached is a draft copy of the meeting minutes. Please review and advise if any corrections are needed.

FISCAL IMPACT:

Amount Budgeted – N/A
Line Item in Budget – N/A

SUGGESTED MOTION:

I move approval of the minutes as presented but to allow for corrections.

ATTACHMENTS:

Draft minutes

HEWITT TEXAS

**MINUTES OF A CITY COUNCIL
REGULAR MEETING
HEWITT CITY HALL – 200 PATRIOT COURT
May 18, 2020 – 7:00 PM**

Attendee Name	Title	Absent	Present	Arrived
Charles D. Turner (presiding)	Mayor, Ward 1	☐	☒	
Wilbert “Walky” Wachtendorf	Mayor Pro Tem, Ward 1	☐	☒	
Bill Fuller	Council Member, Ward 2	☐	☒	
Vacancy	Council Member, Ward 2	☐	☐	
Michael S. Bancalé	Council Member, At-Large	☐	☒	
Steve Fortenberry	Council Member, Ward 3	☐	☒	
Erica Bruce	Council Member, Ward 3	☐	☒	

Staff present:

City Manager Bo Thomas
City Secretary Lydia Lopez
Fire Chief Lance Bracco
Library Director Waynette Ditto
Police Chief Jim Devlin

In accordance with social distancing guidelines, the City Council meeting was not opened to the public; however, the meeting was live-streamed for view by the public on the city’s website at www.cityofhewitt.com.

- 1. CALL MEETING TO ORDER.** Mayor Charlie Turner called the meeting to order at 7:00 PM. City Secretary Lydia Lopez polled the Council for attendance.
ALL PRESENT: Fuller, Bancalé, Wachtendorf, Fortenberry, Bruce, and Turner
- 2. PLEDGE OF ALLEGIANCE TO THE U.S. FLAG.** Mayor Charlie Turner asked Police Chief Jim Devlin to lead the Pledge of Allegiance.
- 3. HEAR VISITORS ON MATTERS PERTAINING TO CITY BUSINESS.** Under the Texas Open Meetings Act, the Council is prohibited from discussing, responding, or acting on any comments or items that have not been properly posted on the agenda. NOTE: The public was offered the opportunity to submit written comments on items listed on the agenda or under the hear visitors. **No public comment forms were submitted.**

4. CONSIDER APPROVAL OF MINUTES OF THE CITY COUNCIL REGULAR MEETING OF MAY 4, 2020.

MOTION: Mayor Pro Tem Wilbert “Walky” Wachtendorf moved approval of the minutes as presented.

SECOND: Council Member Bill Fuller

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

5. Presentation of report from City Engineer Miles Whitney, P.E.

- Update on pending utility projects
- Update on pending street projects
- Update on pending drainage projects

NO ACTION REQUIRED.

6. Authorize the contract for curb repair services from Nacho Ruiz Cement for the City of Hewitt in the amount of \$43,285. City Manager Bo Thomas presented.

MOTION: Council Member Steve Fortenberry moved to authorize curb repair services from Nacho Ruiz Cement for 150 repairs for a total amount of \$43,285.

SECOND: Council Member Bill Fuller

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

7. AUTHORIZE AN ANNUAL CONTRACT FOR HVAC MAINTENANCE SERVICES FROM RABROKER AIR CONDITIONING, HEATING AND PLUMBING FOR THE CITY OF HEWITT IN THE TOTAL AMOUNT OF \$8,980.

City Manager Bo Thomas presented.

MOTION: Council Member Michael Bancale moved to authorize HVAC Maintenance Services from Rabroker Air Condition, Heating and Plumbing for the City of Hewitt in an amount of \$8,980.

SECOND: Council Member Bill Fuller

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

8. BRIEFING AND DISCUSSION CONCERNING FINANCIAL STATEMENTS ENDING April 30, 2020. City Manager Bo Thomas advised that Finance Director Lee Garcia previously sent the April Financial Statements and asked if Council had any questions. No questions were asked.

9. Briefing and discussion concerning Cybersecurity training required by House Bill 3834. City Manager Bo Thomas reminded Council of the requirement for the Council to complete the Cybersecurity training by June 1, 2020.

- 10. PUBLIC HEARING, CONSIDERATION AND ACTION ON ORDINANCE 2020-09 AMENDING THE CITY OF HEWITT CODE OF ORDINANCES, CHAPTER 58, “SIGN”, SECTION 58-2.1 – “VARIANCES”, PROVIDING FOR INCLUSION IN THE CODE AND PROVIDING AN EFFECTIVE DATE.** City Manager Bo Thomas and City Attorney Mike Dixon presented. Mayor Charlie Turner opened the hearing and requested or called for those speaking in favor and those speaking against. No comments were received. Public hearing was closed.

MOTION: Council Member Steve Fortenberry moved to approve Ordinance No. 2020-09 relating to sign regulations.

SECOND: Council Member Bill Fuller

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

- 11. DISCUSSION AND BRIEFING CONCERNING THE CORONAVIRUS (COVID-19) AND ANY ACTIONS NECESSARY THERETO:**

- Declaration of continuation of state of disaster and public health emergency and extension thereof, for ratification by the City Council, through May 2020.
- Amended and restated Order of the County Judge and Commissioner’s Court of McLennan County, Texas directing all individuals living in the County to shelter at their place of residence.

City Attorney Mike Dixon presented a copy of **Ordinance No. 2020-10** adopting amendments to the Order of McLennan County to date and those to be made in the future; and recognizing the Governor’s Executive Orders as controlling and representing the position of the City of Hewitt.

MOTION: Council Member Michael Bancale moved to approve **Ordinance No. 2020-10**.

SECOND: Council Member Bill Fuller

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

- 12. ADJOURN.**

MOTION: Council Member Bill Fuller moved to adjourn the Regular meeting at 7:25 PM.

SECOND: Council Member Steve Fortenberry

AYES: Fuller, Bancale, Wachtendorf, Fortenberry, Bruce, and Turner

NAYES: None

ABSENT: None

MOTION PASSED.

Approved: _____

ATTEST:

Lydia Lopez, City Secretary

Charles D. Turner, Mayor



COUNCIL AGENDA ITEM FORM

MEETING DATE: June 1, 2020

AGENDA ITEM #: 5

SUBMITTED BY: Tracy Lankford, Community Development Director

ITEM DESCRIPTION:

Public hearing and action on **Ordinance No. 2020-11**; granting or denying a variance request to the sign ordinance by Guy Hatcher for development located at 875 S. Hewitt Drive.

STAFF RECOMMENDATION/ITEM SUMMARY:

Mr. Guy Hatcher, Prestige Plaza LP, submitted a request for a variance to the sign ordinance. The property is located at 875 S. Hewitt Drive and is currently being developed. He is requesting a variance to allow for a 13 foot tall monument sign with a facing of approximately 176 square feet. The developer is requesting to put up single monument sign for the development instead of the allowed two signs. He is requesting to only have a single sign to help keep the aesthetics of the property from being cluttered. A map of the property along with the application is included in the backup material.

Staff is recommending approval of this request.

FISCAL IMPACT:

Amount Budgeted – n/a
Line Item in Budget – n/a

SUGGESTED MOTION:

I move to approve Ordinance No. 2020-11; granting the variance request to the sign ordinance for property located at 875 S. Hewitt Drive for a 13 foot tall monument sign as presented.

ATTACHMENTS:

Supporting documentation
Draft Ordinance

HEWITT TEXAS

Application of Sign Variance

Legal Description of Property: Prestige Plaza B1K 1 Lot 1

Describe the location of the property as submitted by this application. This may be in the form of a street address, general description, or nearest intersection.

875 & 899 S. Hewitt Drive

Number of Lots: 1 Number of Acres: 1.56 Flood Zone: _____

Zoning Classification: C-2

Existing Building(s) on Property: 2 new

Total Square footage of all buildings on Property: 13,588

I, the undersigned property owner or applicant of the following described real property located in the City of Hewitt, Texas hereby make this application by variance, by requesting approval for the following project: (Include how the project plans vary from the Sign Ordinance): Height requested is 13 ft.

Phase 1 has 13,588 ft of retail, Phase 2 will have 12,192 ft of retail. I am asking for the variance so we can use one sign for both phases. It will allow up to 14 segments.

Indicated the number and give a brief description of the Section of the Sign Ordinance for which the variance is being requested. CURRENT ORDINANCE MAX

SIZE IS 10 FEET X 9 FEET REQUESTING 16.5 FOOT SIGN 13 FEET TALL

Please provide the following recording information and a copy of the document(s) listed below with this application:

Ownership (deed): Doc. #/MCC No.: File NO. 2019038011
2019422

Please provide the proposed meeting date for this application to be considered (See Meeting Schedule): _____

The Variance application must be completed along with the following information:

1. A notarized letter from the property owner authorizing applicant to present the request, if the property owner will not be presenting the request and stating reasons for request.
2. Submit one (1) copy of survey and one (1) copy of building plans.
3. Non-refundable application fee (see fee schedule).
4. Application, fee, documents, etc., in completed form must be submitted to the Planning Department before or no later than 12:00 noon on the deadline date (see schedule).

I attest that the above information is true and correct to the best of my knowledge and I am now or will be fully prepared to present the above proposal at the City Council hearing. I understand that if any of the above information is found to be wrong or inaccurate that my application may be removed from consideration prior to the time the application is voted upon by the governing body of the City.

I, understand that in the event the undersigned is not present or represented at the public hearing, the City Council shall have the power to dismiss this proposal either at the call of the case or after hearing and such dismissal shall constitute a denial by the City Council.

I reserve the right to withdraw this proposal. However, written withdrawals filed at any time after the giving of notice to the City Council shall constitute a denial by the City Council. I understand that the filing fee is not refundable upon withdrawal of proposal.

Name of Property Owner:

Prestige Plaza LP

Telephone Number:

817-416-1975

Mailing Address:

566 N. Kimball Southlake Tx. 76092

Email Address:

guy@apnow.com

Signature of Property Owner:

R. J. Hatcher President

Date:

5-20-2020

Name of Applicant/Representative:

Guy Hatcher

Telephone Number:

817-239-4774

Mailing Address:

Email Address:

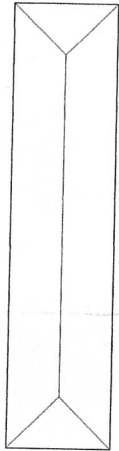
Signature of Applicant/Representative:

R. J. Hatcher

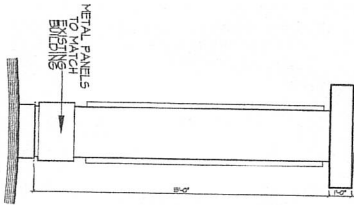
Date:

5-20-2020

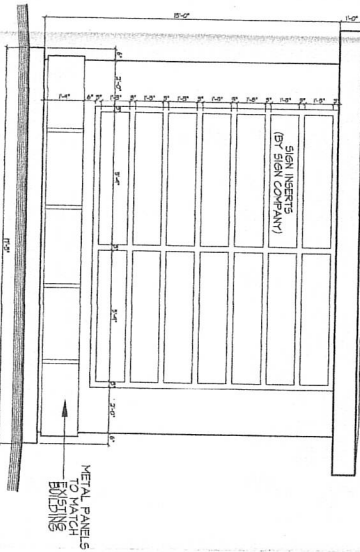
ROOF PLAN



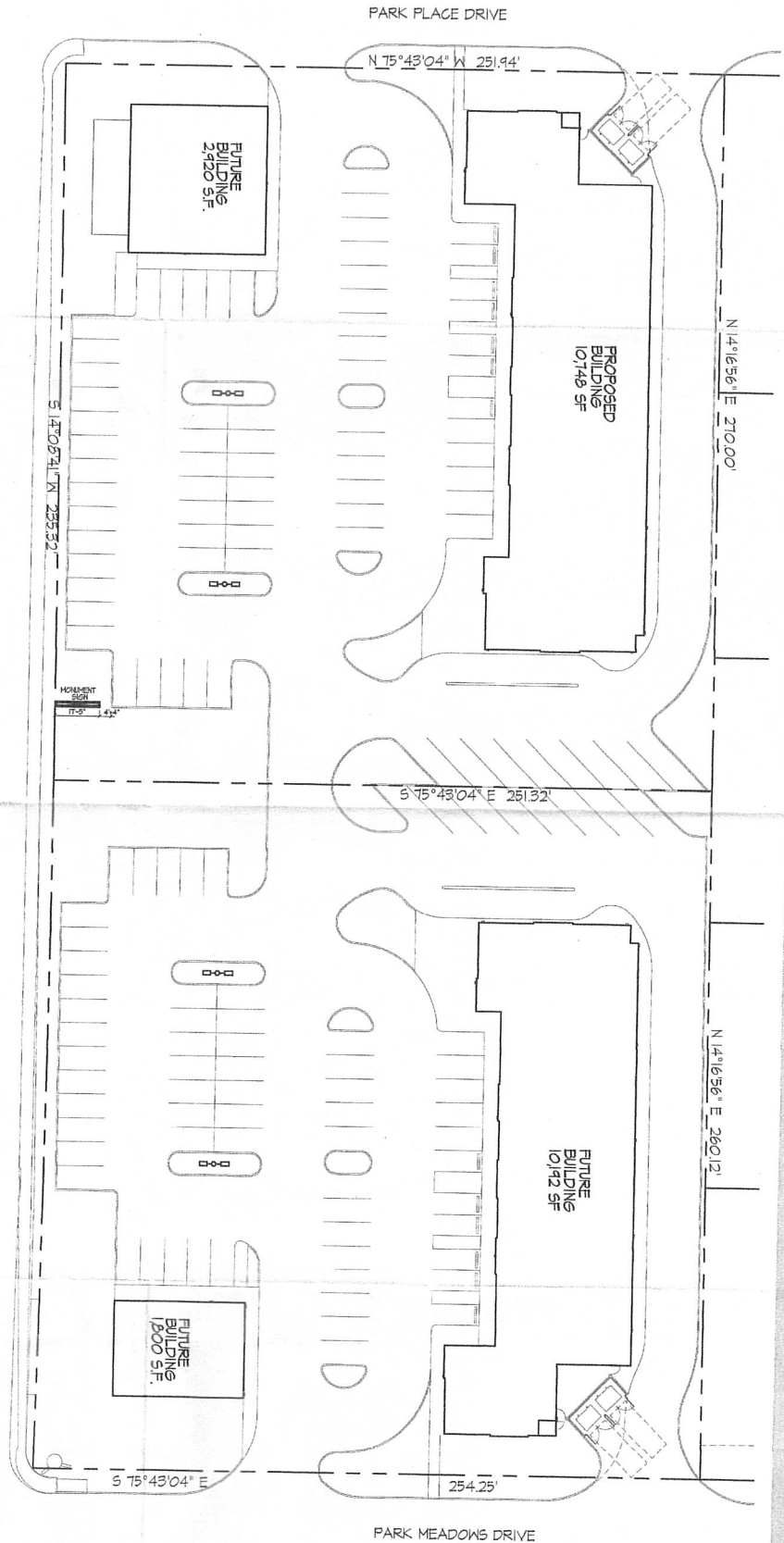
SIDE ELEVATIONS



FRONT ELEVATIONS



Blake Architects
1202 S. White Chapel Blvd.
Suite A
Southlake, Texas 76092



NAME: 1446-SITE-0 (05-21-20)

SHEET
SP-1

SOUTH HEWITT DRIVE
S. HEWITT DRIVE HEWITT, TEXAS

13

BLAKE ARCHITECTS
1202 S. White Chapel Blvd.
Suite A
Southlake, Texas 76092
817-488-9397

JOB #1446
17/SEPT/2019
21/MAY/2020

05.21.2020



ORDINANCE NO. 2020-11

**ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS
GRANTING A VARIANCE TO SECTION 58-7(c) DETACHED MONUMENT
SIGNS FOR MULTI-OCCUPANT BUILDING/ PARCELS OF THE CODE OF
ORDINANCES OF THE CITY OF HEWITT, TEXAS TO ALLOW FOR SIGN
REQUESTED BY DEVELOPMENT LOCATED AT 875 S. HEWITT DRIVE,
HEWITT, TEXAS (Prestige Plaza)**

CAME ON FOR CONSIDERATION a variance request by Prestige Plaza LP (“Applicant”) for an oversized monument sign to be located at its development at 875 S. Hewitt Drive., Hewitt, Texas. The development meets the requirements of Multi-occupant buildings, qualifying to apply for a variance under Section 58-2.1 of the Hewitt Code of Ordinances. After a public hearing on the variance the City Council considered and acted on the variance request.

Based on the information provided it is FOUND that the Applicant is entitled to the variance requested because:

- 1) the topography or other special condition of the property not caused by the applicant supports granting the variance to improve sign visibility; and/or
- 2) intervening structures or signs would block or substantially block the view from the Interstate of a sign standardly required in this Chapter, and the variance would enhance sign visibility

It is further FOUND that:

- a) The requested sign will not block the view from Hewitt Dr. of any other sign or structure, or otherwise have a serious adverse effect on the use and enjoyment of neighboring properties;
- b) The applicant will suffer a substantial hardship if the variance is not granted due to less utilization of its development;
- c) Granting the variance would not be contrary to the public interest and is within the spirit of the ordinance and past practices; and
- d) The variance would further substantial justice and fairness.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS THAT:

1. The recitals set forth above are incorporated and made findings of fact; and
2. The variance requested by Guy Hatcher (Prestige Plaza) for a 13 foot tall monument sign with a facing of 176 square feet is approved to be located at its development at 875 S. Hewitt Dr., Hewitt, Texas is GRANTED.

PASSED AND APPROVED: June ____, 2020.

CITY OF HEWITT, TEXAS

Charles D. Turner, Mayor

Attest:

Lydia Lopez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Michael W. Dixon, City Attorney

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: June 1, 2020

AGENDA ITEM #: 6

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Consideration and possible action on the City of Hewitt's vote for Jim Devlin for Seat Two of the McLennan County 9-1-1 Emergency Assistance District Board of Managers.

STAFF RECOMMENDATION/ITEM SUMMARY:

The McLennan County 9-1-1 Emergency Assistance District recently requested nominees for Seat Two (2) of the Board of Directors. Four (4) names have been submitted as nominees. Each municipality is entitled to submit a ballot voting for one person. In other words, the Hewitt City Council may only vote for one person. According to the District, the votes are required to be returned by **June 26, 2020**. The ballots will then be tabulated, and the individual with the majority of votes cast will be declared the appointee to Seat Two. A majority is defined as 50%, or more, of the votes cast; not simply more votes than other nominees. It is possible that a "run-off" may be required until an individual receives at least 50% + of the votes cast.

The District has provided a brief personal biography for each nominee. The nominees are:

Jim Devlin (City of Hewitt Police Chief)

William Hlavenka (City of Bellmead Fire Chief)

Ryan Holt (City of Waco Assistant City Manager)

Lucy Ann Sanchez-Miramontez (City of Beverly Hills City Council Member)

FISCAL IMPACT:

Amount Budgeted – N/A

Line Item in Budget – N/A

SUGGESTED MOTION:

I move to approval of the City of Hewitt's vote for Police Chief Jim Devlin for Seat Two of the McLennan County 9-1-1 Emergency Assistance District Board of Managers.

ATTACHMENTS:

Notification letter/ballot



McLennan County 9-1-1 Emergency Assistance District

Proudly serving the citizens of McLennan County for over 30 years!

April 24, 2020

The Honorable Charlie Turner
Mayor, City of Hewitt
200 Patriot Court
Hewitt, TX 76643

Re: Appointment of 9-1-1 Board Member to Seat Two (2)

Dear Mayor Turner:

On February 26, 2020, a letter from this office was mailed to each municipality within McLennan County requesting nominees for the Seat Two (2) position on the McLennan County 9-1-1 Board of Managers. During the 45-day collection period that closed April 13, 2020, four names had been submitted as nominees. Those names, in alphabetical order, are:

- Jim Devlin (City of Hewitt Police Chief)
- William Hlavenka (City of Bellmead Fire Chief)
- Ryan Holt (City of Waco Assistant City Manager)
- LucyAnn Sanchez-Miramontez (City of Beverly Hills City Councilmember)

The following pages include a brief personal biography provided by each nominee. Also enclosed is a ballot that is to be used to indicate your city's preference among the four nominees. Please return that ballot in the self-addressed stamped envelope provided for your convenience.

When the deadline of June 26, 2020 is reached, the ballots will be tabulated, and the individual with a majority of votes cast will be declared the appointee to Seat One. (Note: Majority is defined as 50% + of the votes cast; not simply more votes than the other nominees. Example: If 10 ballots are returned, and no individual receives 6 or more, then ballots with the names of the two nominees that received the most votes will be mailed out for a "run-off".) If necessary, this process will repeat until one individual receives at least 50% + of the votes cast, thereby declaring that individual the appointee.

If there are any questions, please feel free to call this office.

Respectfully,

A handwritten signature in blue ink that reads "Jesse A. Harrison".

Jesse A. Harrison, ENP
Executive Director

Enclosure

cc: MCEAD 9-1-1 Board of Managers

**McLENNAN COUNTY 9-1-1 EMERGENCY ASSISTANCE DISTRICT
BALLOT for SEAT TWO**

The nominees are listed below in alphabetical order.
Please select only one from the list:

SEAT TWO
(select one)

- _____ **JIM DEVLIN**, City of Hewitt Police Chief
- _____ **BILLY HLAVENKA**, City of Bellmead Fire Chief
- _____ **RYAN HOLT**, City of Waco Assistant City Manager
- _____ **LUCY MIRAMONTEZ**, City of Beverly Hills City Council member

City of _____

Mayor or designee signature: _____

Printed Name and Title: _____

Contact Number: _____

Date: _____

Please return this completed ballot to:

**McLennan County 9-1-1 Emergency Assistance District
Attention: Jesse Harrison, Executive Director
107 Burnett Ct.
Woodway, TX 76712**

(A self-addressed stamped envelope is provided for your convenience).

**NOTE: Ballot forms MUST be received at the above address no later than
4:00 pm, Friday, June 26, 2020.**

Jim Devlin
Chief of Police, Hewitt Police Department

Chief Devlin has served with the Hewitt Police Department for 10 1/2 years (8 as Chief of Police). Prior to being appointed, Chief Devlin served as the Deputy Chief over Operations and was in charge of the uniformed patrol division, training, Internal Investigations, and Civil Service implementation. Chief Devlin holds a B.S. in Organizational Leadership from the University of Charleston and is a graduate of the 41st ILEA Management College. Chief Devlin started his career in law enforcement in 1994 going to work for the City of Lancaster where he served as a Lieutenant over the patrol division, traffic division, commercial motor vehicle enforcement unit, and served on the SWAT team as a team leader and Commander. Chief Devlin additionally served as a Team Commander for the Southern Regional Response Group – a multi-jurisdictional tactical unit in Dallas and Ellis Counties. Chief Devlin previously served as an adjunct professor/instructor for the Dallas County Community College District Police Academy, North Texas Council of Governments Regional Police Academy, and currently serves as Adjunct Police Instructor for the McLennan County Community College Police Academy as well as the President of the McLennan County Police Academy Advisory Board. Chief Devlin instructs on subjects such as Arrest/Search and Seizure, Patrol Operations, Multiculturalism, Field Training Officer Certification, Use of Force, Mechanics of Arrest, and New Supervisor certification. Chief Devlin oversees the Hewitt Police Department by implementing contemporary policy and procedures, equipment procurement, grant writing, as well as updating current standards with modern law enforcement standards. Chief Devlin has been married to his wife Ailsha (who is a teacher at Spring Valley Elementary) for 24 years and has three beautiful children. Chief Devlin is excited about working for the City of Hewitt, and has dedicated himself to the advancement of the police department, ensuring that law enforcement services for the citizens are the best that they can be, that it is service driven, and that the mission is completed with integrity and leadership from every employee.

William (Billy) T. Hlavenka, Jr.
Fire Chief, Bellmead Fire Department

William (Billy) T Hlavenka, Jr currently serves as Fire Chief/Fire Marshall/ EMC for the City of Bellmead. Chief Hlavenka was born and raised in the Waco area, graduating from Robinson High School. He attended TEEX Brayton Fire Training Academy at his beloved Texas A&M. Chief Hlavenka began his fire career in 1989 with the City of Marlin before coming to the City of Bellmead in 1992. He rose through the department ranks as a Firefighter/EMT, Captain and Fire Marshall before becoming Chief in 2011.

Chief Hlavenka department consists of 2 divisions one being suppression with 12 firefighters and the other, inspections with a building inspector. During his tenure with the City of Bellmead, he has served as Interim City Manager, and was over fire/rescue operations within the command post in the initial response of the West Explosion, he also supervised a fire operation strike team the first two nights after the explosion. Recently Chief Hlavenka oversaw the purchase of a new fire engine apparatus, platform ladder truck and a command vehicle. He currently serves as Treasurer of McLennan County Fire Protection Association, Secretary of McLennan County Public Health Board and Chairs the Advisory Committee of the fire academy at McLennan Community College. He has previously served as an Assistant Chair on the Board of Directors for the Heart of Texas Regional Advisory Council and was an appointed member on the Board of Directors for the Robinson Vol. Fire Department. He is also a member of the Texas Fire Chiefs Association, International Fire Chiefs Association, Texas Fire Marshals Association, and the International Association of Arson Investigators

Chief Hlavenka has been married to his wife Kelly for 29 years. They have two children. Tiffany who is married and is a 2019 graduate of Texas A&M and works presently as a Neonatal Intensive Care Unit nurse. She will be returning to Texas A&M in May to pursue her dream of becoming a Family Nurse Practitioner. Thomas, who will be following in his dad footsteps and will graduate McLennan Community College Fire Academy in May 2020.

Ryan Holt
Assistant City Manager, City of Waco

Waco Assistant City Manager Ryan Holt is currently responsible for the oversight of Police, Fire, Information Technology, Parks & Recreation, Animal Services and the Cameron Park Zoo in his role with the City of Waco after being promoted from Police Chief in February of this year.

Chief Holt has served as the Police Chief for the last three plus years after serving as an Assistant Chief for the eight years prior. With the Police Department since 1996, Holt has worked in every division of the Department and has been involved in the implementation and advancement of technology systems since the late 1990's. His extensive experience in managing the largest Public Safety Answering Point (PSAP) in the County and as the project manager for the move and integration of the Waco-McLennan County PSAP to its current location in 2013 provide a significant working base of knowledge to serve the 911 District

Chief Holt has a Bachelor's of Criminal Justice from Stephen F. Austin State University and a Master's degree in Criminal Justice from Tarleton State University. Chief Holt is a graduate of the 243rd session of the FBI National Academy, the Senior Management Institute for Police at PERF in Boston, the Leadership Command College at LEMIT and the School of Police Supervision at ILEA. Chief Holt also holds a Master Peace Officer certification from the Texas Commission on Law Enforcement. Chief Holt currently holds positions on numerous community boards and recently served as the legislative chair for the Texas Police Chiefs Association.

LucyAnn Sanchez-Miramontez
Beverly Hills City Councilmember

I have served the Beverly Hills community for three years now as city council representative. I work full time as a Mary Kay Beauty Consultant. My commitment to serve our communities has been rewarding and fulfilling. I have high regard for 911 dispatchers as my mother served as a first responder for over 25 years. My hobbies include: reading, flora arrangement and cooking.

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: June 1, 2020

AGENDA ITEM #: 7

SUBMITTED BY: Lee Garcia, Finance Director

ITEM DESCRIPTION:

Consideration and action on **Resolution No. 2020-04**; in support of the submission of a grant application thru the Coronavirus Relief Fund.

STAFF RECOMMENDATION/ITEM SUMMARY:

We have the opportunity to access Coronavirus Relief Funds thru the Texas Department of Emergency Services (TDEM). Initially, we would receive an immediate distribution of 20 percent (20%) of the allocations listed for each jurisdiction. For Hewitt, this amount (20%) would be \$166,859. If the council would like to proceed with the application for these funds, TDEM requires a signed Coronavirus Relief Fund (CRF) Terms and Conditions Agreement. Eligible expenses are detailed in the final attachment.

FISCAL IMPACT:

Amount Budgeted – N/A

Line Item in Budget – N/A

SUGGESTED MOTION:

I move to approve Resolution No. 2020-04; in support of the submission for a grant application for the 20% grant funds available through the Coronavirus Relief Fund.

ATTACHMENTS:

TDEM Summary of Coronavirus Relief Fund
Allocation for Texas Jurisdictions-McLennan County-Hewitt
Coronavirus Relief Fund Terms and Conditions Agreement
CRF Detailed Examples
Draft resolution

Coronavirus Relief Fund (CRF) – TDEM



Texas Emergency Management

Coronavirus Relief Fund (CRF)

Coronavirus Relief Fund (CRF)**CARES Act****Coronavirus Aid, Relief, and Economic Security Act****Coronavirus Relief Fund**

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

Letter from Governor Greg Abbott
(https://tdem.texas.gov/wp-content/uploads/2019/08/Counties_Cities_CRF_Final.pdf)

U.S. Treasury's CARES CRF
(<https://home.treasury.gov/policy-issues/cares/state-and-local-governments>)

Coronavirus Relief Fund FAQ
(<https://tdem.texas.gov/wp-content/uploads/2019/08/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>)

Direct Deposit Form
(<https://tdem.texas.gov/wp-content/uploads/2019/08/substitute-w9-2019.pdf>)

CRF Funding Breakdown

Texas Received: \$11.24 billion

Texas Jurisdictions w/Direct U.S. Treasury Payments (Populations 500,000+): \$3.2 billion

Texas Jurisdictions (Not receiving direct U.S. Treasury Payments): \$1.85 billion

All allocations are population based with the largest funding amounts going to those jurisdictions with the largest populations.

What do I do if I am...?	
One of the 18 jurisdictions receiving funds direct from the U.S. Treasury?	Your jurisdiction should have received funds. No further action is necessary.
A jurisdiction that did not receive a direct payment from the U.S. Treasury but located in a county that DID receive a direct payment?	Please work with your county for CRF funding.
A jurisdiction that did not receive a direct payment from the U.S. Treasury and located in a county that DID NOT receive a direct payment?	The county judge or mayor must review, sign and submit the Terms and Conditions and certification documents below. The 20% payment will be processed as soon as this documentation is received.

The state is now making funds available for eligible expenses to the jurisdictions not included in the 18 jurisdictions listed above. Distribution of funds is based on a calculation of \$55 per capita.

The Texas Division of Emergency Management (TDEM) will manage the distribution of funds, review of expenses and reimbursement. Initially, each eligible jurisdiction will receive an immediate distribution of 20 percent (20%) of the allocations listed in **this document**. (<https://tdem.texas.gov/wp-content/uploads/2019/08/CRF-Allocations-for-Texas-Jurisdictions-5.16.20-V8.pdf>) The remainder of the allocation will be reimbursement based. Jurisdictions will submit documentation to TDEM and request reimbursement.

Under Section 601(a) of the Social Security Act, as added by section 5001 of the CARES Act, **these funds may only be used to cover costs that:**

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

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

Categories of Eligible Expenditures

Click here for detailed examples

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

TO START THE PROCESS BY WHICH YOU RECEIVE YOUR INITIAL PAYMENT, THE COUNTY JUDGE OR MAYOR OF THE JURISDICTION MUST REVIEW, AGREE TO THE TERMS AND CONDITIONS AND SIGN THE CERTIFICATION FORM. THIS SIGNED DOCUMENTATION MUST BE EMAILED TO CRF@TDEM.TEXAS.GOV (<mailto:CRF@TDEM.TEXAS.GOV>) OR UPLOADED BACK TO THIS WEBSITE. IF YOU HAVE ANY QUESTIONS, PLEASE EMAIL CRF@TDEM.TEXAS.GOV (<mailto:CRF@TDEM.TEXAS.GOV>).

Step 1.

Download and read the terms and conditions of the Coronavirus Relief Fund.

 Terms and Conditions (https://tdem.texas.gov/wp-content/uploads/2019/08/CRF-Terms-and-Conditions_Final.pdf)

Step 2.

Download, fill out, and sign the attached CRF form.

CRF Form (<https://tdem.texas.gov/wp-content/uploads/2019/08/CRF-Certification-Signature-Pages.pdf>)

Step 3.

Email the CRF form to CRF@TDEM.texas.gov (<mailto:CRF@TDEM.texas.gov>)

Having issues emailing your PDF application?

[Click here to upload](https://tdem.texas.gov/crf/)



CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

TEXAS DIVISION OF EMERGENCY MANAGEMENT

MAY 11, 2020

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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: _____

Place	Jan 2019 Population Est.	Relative Population	\$55 Per Capita	20% of Allocation
McCulloch County	7,984	2,192	\$120,560	\$24,112
Brady	5,618	5,618	\$308,990	\$61,798
Melvin	174	174	\$9,570	\$1,914
	5,792			
McLennan County	256,623	41,478	\$2,281,290	\$456,258
Bellmead	10,771	10,771	\$592,405	\$118,481
Beverly Hills	1,994	1,994	\$109,670	\$21,934
Bruceville-Eddy	1,691	1,691	\$93,005	\$18,601
Crawford	754	754	\$41,470	\$8,294
Gholson	1,118	1,118	\$61,490	\$12,298
Golinda	153	153	\$8,415	\$1,683
Hewitt	15,169	15,169	\$834,295	\$166,859
Lacy-Lakeview	7,010	7,010	\$385,550	\$77,110
Leroy	345	345	\$18,975	\$3,795
Lorena	1,776	1,776	\$97,680	\$19,536
Mart	2,041	2,041	\$112,255	\$22,451
McGregor	5,296	5,296	\$291,280	\$58,256
Riesel	1,051	1,051	\$57,805	\$11,561
Robinson	11,904	11,904	\$654,720	\$130,944
Ross	285	285	\$15,675	\$3,135
Valley Mills	13	13	\$715	\$143
Waco	139,324	139,324	\$7,662,820	\$1,532,564
West	2,871	2,871	\$157,905	\$31,581
Woodway	9,250	9,250	\$508,750	\$101,750
Bruceville-Eddy	1,865	1,865	\$102,575	\$20,515
Hallsburg	464	464	\$25,520	\$5,104
	215,145			
McMullen County	743	743	\$40,865	\$8,173
	743			
Medina County	51,584	30,552	\$1,680,360	\$336,072
Castroville	3,111	3,111	\$171,105	\$34,221
Devine	4,895	4,895	\$269,225	\$53,845
Hondo	9,522	9,522	\$523,710	\$104,742
LaCoste	1,287	1,287	\$70,785	\$14,157
Lytle	562	562	\$30,910	\$6,182
Natalia	1,627	1,627	\$89,485	\$17,897
San Antonio	28	28	\$1,540	\$308
	21,032			
Menard County	2,138	738	\$40,590	\$8,118
Menard	1,400	1,400	\$77,000	\$15,400
	1,400			
Midland County	176,832	30,107	\$1,655,885	\$331,177
Midland	144,600	144,600	\$7,953,000	\$1,590,600
Odessa	2,125	2,125	\$116,875	\$23,375

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.

RESOLUTION NO. 2020-04

WHEREAS, on March 27, 2020, President Trump executed the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), which provides for over \$2 trillion in emergency relief funds to help mitigate the financial harm caused by the coronavirus (COVID-19) pandemic across the country; and

WHEREAS, as part of the legislation, the CARES Act established the Coronavirus Relief Fund ("CRF") to provide funding to State, Local, and Tribal governments; and

WHEREAS, approximately \$11.24 billion was allocated directly to Texas for use by the State and by Local governments, and (of that amount) \$5.06 billion was made available to Texas counties and cities; and

WHEREAS, of that \$5.06 billion, \$3.2 billion was allocated directly to Texas cities and counties with populations over 500,000, while the remaining \$1.8 billion was directed to the State of Texas for allocation to the cities and counties with populations under 500,000;

WHEREAS, on May 11, 2020, Texas Governor Greg Abbott announced that funding from the federal CRF would be made available to cities and counties (with a population under 500,000) by application to the State of Texas, at \$55.00 per capita allocation; and

WHEREAS, upon application by a city (or county), initial funding will be twenty percent of a jurisdiction's overall allocation, and once those jurisdictions provide documentation on the initial funding, each will then be able to access the remainder of its allocation on a reimbursement basis; and

WHEREAS, the City of Hewitt, Texas, has been allocated \$834,295 consisting of an initial amount of \$166,859, with \$667,436 remaining (from which to apply for reimbursements); and

WHEREAS, funds from the CRF must be used in accordance with U.S. Department of Treasury guidance,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HEWITT, TEXAS:

That the Mayor is hereby authorized to file an application (including all understandings and assurances contained therein) for all funds for which the City of Hewitt, Texas, is eligible from the Coronavirus Relief Fund (CRF) under the Coronavirus Aid, Relief and Economic Security Act (CARES Act).

That the City Manager is hereby authorized to receive and deposit funds from the CRF in an amount not to exceed \$834,295, and to spend funds in compliance with the CARES Act and in accordance with guidance from the U.S. Department of Treasury for the Coronavirus Relief Fund.

PASSED AND APPROVED this 1st day of June, 2020.

THE CITY OF HEWITT, TEXAS

Charles D. Turner, Mayor

ATTEST:

Lydia Lopez, City Secretary

APPROVED AS TO FORM AND LEGALITY:

Michael W. Dixon, City Attorney

HEWITT TEXAS

COUNCIL AGENDA ITEM FORM

MEETING DATE: June 1, 2020

AGENDA ITEM #: 8

SUBMITTED BY: Bo Thomas, City Manager

ITEM DESCRIPTION:

Discussion and briefing concerning the Coronavirus (COVID-19) and any actions necessary thereto.

STAFF RECOMMENDATION/ITEM SUMMARY:

Attached is the last action taken by the Council on the Coronavirus (COVID-19). This agenda item is included so that the City Manager may provide updates to the Council.

FISCAL IMPACT:

Amount Budgeted – NA
Line Item in Budget – NA

SUGGESTED MOTION:

None at this time.

ATTACHMENTS:

Ordinance No. 2020-10

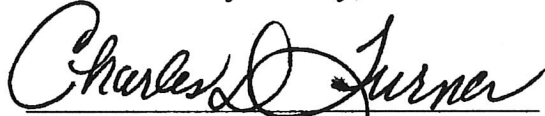
ORDINANCE NO. 2020-10

ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF HEWITT, TEXAS DECLARING THE EXISTENCE OF A STATE OF DISASTER AND PUBLIC HEALTH EMERGENCY IN HEWITT, TEXAS DUE TO THE COVID-19 PANDEMIC; ADOPTING THE AMENDMENTS TO THE ORDER OF MCLENNAN COUNTY TO DATE AND THOSE TO BE MADE IN THE FUTURE; AND RECOGNIZING THE GOVERNOR'S EXECUTIVE ORDERS AS CONTROLLING

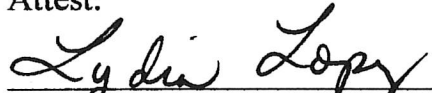
BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF HEWITT, TEXAS THAT:

1. The COVID-19 pandemic continues to create a worldwide state of emergency;
2. The threat of the spread of COVID-19 in Hewitt, Texas is a real and immediate danger;
3. This Council declares that the state of disaster and public health emergency caused by the COVID-19 pandemic still exists in Hewitt, Texas and has determined that this state of disaster declaration shall continue through June 11, 2020.
4. On April 28, 2020 the McLennan County Commissioners Court adopted its new COVID-19 regulations to address changes made by the Governor's Executive Order GA 18.
5. McLennan County's Regulations were adopted as the regulations of the City of Hewitt.
6. The Governor has issued additional Executive Orders, and the County has amended its Order and is expected to amend its Regulations further to address the changes made by new Executive Orders released on 5-18-2020.
7. The Council ADOPTS the amendments to McLennan County's Regulations made to date, and those to be made in the future.
8. Notwithstanding the foregoing, to the extent of any conflict between the Amended Regulations of McLennan County and the Governor's Executive Orders, the Governor's Executive Orders shall control and represent the position of the City of Hewitt on the matter from a regulatory and enforcement standpoint.

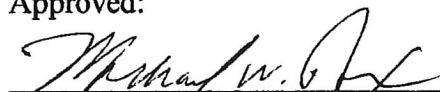
PASSED, APPROVED, AND ADOPTED this 18th day of May, 2020.


Charles D. Turner, Mayor

Attest:


Lydia Lopez, City Secretary

Approved:


Michael W. Dixon, City Attorney

