

**CITY OF HILSHIRE VILLAGE
8301 WESTVIEW
HOUSTON, TEXAS 77055**

**MONDAY, SEPTEMBER 21, 2020
SPECIAL COUNCIL MEETING
4:00 P.M.**

TAB

On Monday, September 21, 2020, the City Council of the City of Hilshire Village, Texas will hold a Special City Council Meeting, at the City Hall located at 8301 Westview, Houston, Texas 77055, beginning at 4:00 p.m. THERE WILL BE NO PUBLIC ACCESS TO THE CITY HALL FOR THE MEETING.

In order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) and to slow the spread of the Coronavirus (COVID-19), the City Council will conduct the meeting by telephonic conference in accordance with the order of the Office of the Governor issued on March 16, 2020.

Any person may participate and address the City Council at the meeting by Zoom, telephone, or by writing.

Join the meeting on Zoom: You will be able to join the meeting by clicking on or entering the following link and entering the Meeting ID and password below:

Join Zoom Meeting

Time: Sep 21, 2020 04:00 PM Central Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/98397649780?pwd=RUZHZFhGZ3NXeWFqd1pOS0REN1dndz09>

Meeting ID: 983 9764 9780

Passcode: 739988

One tap mobile

+13462487799, 98397649780# US (Houston)

This written notice, the meeting agenda, and the agenda packet, are posted online at

<http://www.hilshirevillagetexas.com>

The public will be permitted to offer public comments in person or electronically as provided by the agenda and as permitted by the presiding officer during the meeting. IF YOU WOULD LIKE TO SEND YOUR COMMENTS PRIOR TO THE MEETING PLEASE SEND TO susan.blevins@hilshirevillagetexas.com

A recording of the telephonic meeting will be made, and will be available to the public in accordance with the Open Meetings Act upon written request. The matters to be discussed and acted on at the meeting are shown on the agenda below:

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If you need extra instructions for the use of Zoom please call prior to one (1) hour before meeting (713-973-1779).

SPECIAL COUNCIL MEETING

1. CALL TO ORDER SPECIAL COUNCIL MEETING

1.1 Roll Call

2. PUBLIC COMMENT:

3. DISCUSSION:

3.1 Discussion: General and Utility Fund Budget, Tax Rate, Capital Improvements
Utility Rates 1

Property Tax Rate Comparison

	2020	2019
Property Tax Rate	\$0.59012/\$100	\$0.559069/\$100
Maintenance & Operations Tax Rate	\$0.449316/\$100	\$0.419265/\$100
Debt Tax Rate	\$0.140804/\$100	\$0.139804/\$100

4. DISCUSSION AND POSSIBLE ACTION:

4.1 Approval of Ordinance Number 800-2020 amending Appendix "A" Fee Schedule of the Code of Ordinances of the City of Hilshire Village, Texas by deleting section 7.200 and replacing with a new section 7.200 establishing new water and trash rates..... 2

AN ORDINANCE AMENDING APPENDIX "A" FEE SCHEDULE OF THE CODE OF ORDINANCES OF THE CITY OF HILSHIRE VILLAGE, TEXAS, BY DELETING SECTION 7.200 OF APPENDIX "A" THEREOF AND SUBSTITUTING THEREFOR A NEW SECTION 7.200 OF APPENDIX "A",

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ESTABLISHING NEW WATER, WATER DEPOSITS, BILLING CHARGES, SANITARY SEWER AND SOLID WASTE COLLECTION RATES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

4.2 Approval of Ordinance Number 801-2020 adopting the City of Hilshire Village, Texas General Budget for the FYE 2021. In accordance with Section 102.007(c) of the Local Government Code, adoption of this year's budget will require raising more revenue from property taxes than in the previous year; therefore, the City must, by separate vote of the City, ratify the property tax increase reflected in the budget. **THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$52,036 OR 3.57%, AND OF THAT AMOUNT \$23,746 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.**

[This Vote must be a Record Vote]

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF HILSHIRE VILLAGE, TEXAS, BUDGET FOR THE FISCAL YEAR ENDING 2021; MAKING APPROPRIATIONS FOR THE CITY FOR SUCH YEAR AS REFLECTED IN SAID BUDGET; ESTABLISHING THE PROCEDURE FOR INTRA-BUDGET TRANSFERS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

4.3 Approval of a component of the tax rate the in the amount of \$0.140804/100 for the purpose of paying the accruing interest and to provide a sinking fund for payment of the indebttness of the City for the next fiscal year. 4

4.4 Approval of a component of the tax rate in the amount of \$0.449316/100 for the purpose of funding the maintenance and operation expenditures of the City for the FYE 2021. 5

4.5 Approval of the 2020 property tax rate be increased by the adoption of a tax rate of \$0.590120/100 which is effectively a 2.15 percent increase in the tax rate. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$30.**..... 6

[This Vote must be a Record Vote]

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4.6 Approval of Ordinance Number 802-2020 providing for the levy and collection of Ad Valorem taxes of the City of Hilshire Village, Texas for the year 2020: providing for two components to the proposed tax rate, consisting of a tax rate of \$0.140804 on each one hundred dollars for the purpose of paying the accruing interest and to provide a sinking fund for payment of the indebtedness of the City, and a tax rate of \$0.449316 on each one hundred dollars for the purpose of funding the maintenance and operation expenditures; providing for the date on which such taxes shall be due and payable; providing for penalty and interest on all taxes not timely paid; repealing all ordinance or parts of ordinances inconsistent or in conflict herewith; and providing for severability. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50% AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$30.**..... 7

[This Vote must be a Record Vote]

AN ORDINANCE PROVIDING FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES OF THE CITY OF HILSHIRE VILLAGE, TEXAS, FOR THE YEAR 2020; PROVIDING FOR TWO COMPONENTS TO THE PROPOSED TAX RATE, CONSISTING OF A TAX RATE OF \$0.140804 ON EACH ONE HUNDRED DOLLARS OF VALUATION FOR THE PURPOSE OF PAYING THE ACCRUING INTEREST AND TO PROVIDE A SINKING FUND FOR PAYMENT OF THE INDEBTEDNESS OF THE CITY, AND A TAX RATE OF \$0.449316 ON EACH ONE HUNDRED DOLLARS OF VALUATION FOR THE PURPOSE OF FUNDING THE MAINTENANCE AND OPERATION EXPENDITURES, WHICH SHALL BE APPROVED BY SEPARATE MOTION; PROVIDING FOR THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

4.7 Approval of City of Hilshire Village to enter into an Interlocal Agreement with Harris County for the Coronavirus Relief Fund Grant (CRF) for Small Cities and Terms and Conditions and authorize the City Administrator to complete forms and submit..... 8

4.8 Approval of Disbursements 9

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5. ADDITIONAL COUNCIL COMMENTS:

6. ADJOURNMENT:

NOTE: Agenda items may not necessarily be considered in the order that they appear. With regard to any item, Council may take various actions, including but not limited to rescheduling an item in its entirety or for particular action at a future date or time.

NOTE: IN THE EVENT A QUORUM OF THE CITY COUNCIL IS NOT PRESENT, THE REPORTING MEMBERS WHO ARE PRESENT WILL MEET AS A SUB-COMMITTEE, FOR DISCUSSION PURPOSE ONLY, REGARDING THE ABOVE AGENDA ITEM(S).

City Council reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above as authorized by Texas Government Code, Sections 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices), 551.087 (Economic Development), and 551.086 (Certain Public Power Utilities: Competitive Matters). Following the executive session, if any, City Council may act in open session on any item discussed in the executive session.

I, Susan Blevins, do hereby certify that the above Notice of Meeting and Agenda for the City Council of the City of Hilshire Village was posted in a place convenient and readily accessible on September 18, 2020 at 1:30 p.m.

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretative service must be made 48 hours prior to this meeting. Please contact the City Hall at 713-973-1779 or FAX -713-973-7793 for further information.

THE CITY OF HILSHIRE VILLAGE
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PROPOSED BUDGET FYE 2021

This budget will raise more total property taxes than last year's budget by \$52,036 or 3.57%, and of that amount \$23,747 is tax revenue to be raised from new property added to the tax roll this year.

CITY OF HILSHIRE VILLAGE FYE 2021
PRELIMINARY BUDGET - TAX RATES

FYE 2021 Budget

PRELIMINARY USING VOTER APPROVE TAX RATES

	TAX YEAR 2018 FYE 2019	TAX YEAR 2019 FYE 2020		TAX YEAR 2020 FYE 2021	FYE 2021 Prop. Tax Revenue	FYE 2021 Other Revenue	FYE 2021 Total Expense	Surplus/ (Deficit)	
1									
2	Certified Roll LINE 25	\$ 230,061,038	\$ 246,487,564		\$ 246,382,453				
3	M&O USING NO NEW REVENUE RATE	0.346892	0.399145		0.434122	\$ 1,069,600	\$ 304,552	\$ 1,374,474	\$ (321)
4	OPTION 3	0.412808							
5	M&O USING VOTER APPROVED RATE	0.473401	0.419265		0.449316	\$ 1,107,036	\$ 304,552	\$ 1,374,474	\$ 37,114

6	Prop Valuation including new personal property LINE 37	\$ 235,723,907			\$ 255,630,171		FYE 2020 Prop. Debt Tax Revenue
7	DEBT TAX FOR NO NEW REVENUE	0.155599			0.143577	\$ 367,026	
	DEBT TAX IF USING VOTER APPROVED DE minimis rate				0.140804	\$ 359,938	
					0.770521		
8	VOTER APPROVAL TAX RATE LINE 47	0.629000	0.559069		0.590120		
9	NO NEW REVENUE RATE LINE 24	0.502491	0.538949		0.577699		
10	ACTUAL ADOPTED TAX RATE	0.568407	0.559069				

Total tax rate consist of Debt Tax plus M & O Tax

CITY OF HILSHIRE VILLAGE
FYE 2021 PRELIMINARY BUDGET

FYE 2021 (2020 TAX YEAR) PRELIMINARY BUDGET PRESENTED TO COUNCIL ON 09-21-20 USING VOTER APPROVAL RATE		ACCT NO.	2020 (YTD "ESTIMATES" (using actuals & estimates)	FYE '20 BUDGET	FYE '21 BUDGET	NOTES
1 UNRESTRICTED GENERAL FUND						UNRESTRICTED GENERAL FUND
2 Pass Through Cash Flow						Pass Through Cash Flow
3	Recycle & Trash Fees	42500	\$ 84,111	\$ 84,444	\$ 84,444	Recycle & Trash Fees 310 users (per ordinance \$45.40 bi mont
4	Sales Tax Discount Income	47000	\$ 34	\$ 33	\$ 33	Sales Tax Discount (same as last year's budget)
5	Total General Revenue - Garbage		\$ 84,146	\$ 84,477	\$ 84,477	Total General Revenue - Garbage
6	General Expense		\$ -			General Expense
7	Trash Service	52500	\$ 80,824	\$ 84,035	\$ 84,035	Trash Service (303 customers & 7 commercials) SIGNED 3 YEAR CONTRACT (\$22.59 a user new contract effective 1-1- 2019)
8	Total General Expense - Garbage		\$ 80,824	\$ 84,035	\$ 84,035	Total General Expense - Garbage
9	Building Permits/Plan Checks	47100	\$ 88,826	\$ 80,000	\$ 65,000	Building Permits-inspections/Plan Checks
10	Re-Inspections	47101	\$ 15,920	\$ 4,800	\$ -	Inspection fees
11	Plan Check for Construction				\$ 25,000	Plan Check for Construction
12	Plan Check for Drainage	47105	\$ 9,100	\$ 14,000	\$ 10,500	Plan Check for Drainage (5houses @1500 and 2 swimming poc
13	Total General Revenue -Permits		\$ 113,846	\$ 98,800	\$ 100,500	Total General Revenue -Permits
14	Bldg. Permit Administration	55000	\$ 29,236	\$ 35,000	\$ 38,000	Bldg. Permit Administration (2750*12)+extra \$5,000 just in cas
15	Inspection	55501	\$ 19,059	\$ 11,000	\$ 2,000	Inspections - Arborist
16	Engineering - Drainage/Construction	56583	\$ 58,814	\$ 53,000	\$ 60,500	Engineering - Drainage Plan Check and Inspections
17	Total General Expense - Permits		\$ 107,110	\$ 99,000	\$ 100,500	Total General Expense - Permits
TOTAL UNRESTRICTED GENERAL FUND PASS THROUGH CASH FLOW - NET			\$ 10,058	\$ 242	\$ 442	TOTAL UNRESTRICTED GENERAL FUND PASS THROUGH CASH FLOW - NET

CITY OF HILSHIRE VILLAGE
FYE 2021 PRELIMINARY BUDGET

FYE 2021 (2020 TAX YEAR) PRELIMINARY BUDGET PRESENTED TO COUNCIL ON 09-21-20 USING VOTER APPROVAL RATE		ACCT NO.	2020 (YTD "ESTIMATES" (using actuals & estimates)	FYE '20 BUDGET	FYE '21 BUDGET	NOTES
18	General Revenue					General Revenue
19	Property Taxes - Current	42100	\$ 1,053,108	\$ 1,033,436	\$ 1,107,036	Using 2020 Votor Approval Rate
20	Property Taxes - Delinquent	42200	\$ 3,329	\$ -	\$ -	Property Taxes - Delinquent
21	Total Property Taxes		\$ 1,056,436	\$ 1,033,436	\$ 1,107,036	Total Property Taxes
22	Int. Income-Taxes	46700	\$ 4,607	\$ 3,850	\$ 3,850	Int. Income-Taxes - (same as last year)
23	Franchise Tax	43000	\$ 56,001	\$ 55,000	\$ 55,000	Franchise Tax - (same as last year)
24	City Sales Tax	44000	\$ 64,040	\$ 53,739	\$ 54,000	City Sales Tax (Same as last year's budget - actuals are high because of takeout and deliveries due to COVID)
25	Total Other Taxes		\$ 124,648	\$ 112,589	\$ 112,850	Total Other Taxes
26	Total General Revenue - Taxes		\$ 1,181,084	\$ 1,146,025	\$ 1,219,886	Total General Revenue - Taxes
27	Other Income					Other Income
28	Ambulance Income	48300	\$ -	\$ -	\$ -	Ambulance Income (none) (VFD keeps the funds now)
29	Court Fees	48200	\$ 2,383	\$ 7,215	\$ 3,608	Income (Court Fees) (1/2 of last year's budget due to COVID 19)
30	Int. Income CDARS - General Fund	46000	\$ 8,219	\$ 15,000	\$ 918	Int. Income CDARS - General Fund(interest rates are minimal)
31	Int. Income Gen Funds	46100	\$ 132	\$ 132	\$ -	Int. Income Gen Funds (interest rates are minimal)
32	Pet Permits	47200	\$ -	\$ -	\$ -	Animal Permits and License (combined with Alarm Permits)
33	Alarm and Pet Permits and Misc. Fees.	47201	\$ 2,128	\$ 1,800	\$ 1,800	Alarm Permits and Misc. Fees. (Same as last year's budget)
34	Other - Board of Adj, Specific Use Permits, Open Records	48100	\$ 10,353	\$ 400	\$ 400	Other - Board of Adj, Specific Use Permits, Open Records(same as last year's budget)
35	Total General Revenue - Other Income		\$ 23,215	\$ 24,547	\$ 6,725	Total General Revenue - Other Income
36	One time revenues(Exxon Grant)		\$ -	\$ 0	\$ 0	one time revenues(Exxon & HVCEFC)
37	Total of ALL General Revenue Excluding Pass Through-		\$ 1,204,300	\$ 1,170,572	\$ 1,226,611	Total of ALL General Revenue Excluding Pass Through-

CITY OF HILSHIRE VILLAGE
FYE 2021 PRELIMINARY BUDGET

FYE 2021 (2020 TAX YEAR) PRELIMINARY BUDGET PRESENTED TO COUNCIL ON 09-21-20 USING VOTER APPROVAL RATE		ACCT NO.	2020 (YTD "ESTIMATES" (using actuals & estimates)	FYE '20 BUDGET	FYE '21 BUDGET	NOTES
38	<u>General Expense</u>					<u>General Expense</u>
39	<u>City Operations Expense</u>					<u>City Operations Expense</u>
40	Police Protection/Court	51500	\$ 501,845	\$501,845	\$522,030	Police Protection/Court
41	Fire Protection	52000	\$ 193,300	\$ 208,839	\$ 215,490	Fire Protection (per the actual VFD Approved Budget Oct-Nov- Dec 2020 Budget (\$50159.2) & Jan-September 2020
42	Fire Protection - extra item approved by Council - Prof Serv	52100	\$ 1,500		\$ -	
43	Fire Station Capital Improvement	52100	\$ 62,125	\$ 17,125	\$ 15,000	Fire Station Capital Improvement (Estimate of overage)
44	Increase in Budget for Fire Station Capital Improvement	52100		\$ 45,000	\$ -	requested by the Fire Commissioners
45	CERT Supplies	52400	\$ 500	\$ 1,000	\$ 1,000	CERT Supplies
46	Mosquito Spraying	53400	\$ 3,049	\$ 3,000	\$ 3,000	Mosquito Spraying (same as last year's budget)
47	Street Lights	53500	\$ 7,302	\$ 6,887	\$ 6,887	Street Lights (same as last year's budget)
48	Total General Expense - City Operations Expense		\$ 769,621	\$783,696	\$763,407	Total General Expense - City Operations Expense
49	<u>PROCEDURAL AND PROFESSIONAL EXPENSES</u>					<u>PROCEDURAL AND PROFESSIONAL EXPENSES</u>
50	Tax Collection Fees	54000	\$ 11,640	\$ 13,058	\$ 13,728	Tax Collection Fees (SBISD \$ 1,200+ 20% increase for HCAD
51	Audit Fees	54520	\$ 17,550	\$ 17,550	\$ 17,850	Audit Fees per the contract includes HVCEFFC, HVHEFFC, AND
52	GASB Audit Reporting	54520	\$ -	\$ 2,500	\$ 2,500	New government requirement separate audit
53	Legal Fees	54540	\$ 15,785	\$ 17,000	\$ 17,000	Legal Fees (same as last year's budget)
54	Legal Fees - Zoning	54545	\$ 1,925	\$ 3,000	\$ 3,000	Legal Fees - Zoning (same as last year's budget)
55	Board of Adjustment	56000	\$ 3,036	\$ 3,500	\$ 3,500	Board of Adjustment (same as last year's actuals)
56	Insurance	56510	\$ 4,998	\$ 5,000	\$ 5,000	Insurance - (same as last year's budget)
57	Bank Charges	56525	\$ 2,506	\$ 900	\$ 2,000	Bank Charges high due to COVID and low interest
58	Police -Council Meeting	51600	\$ -	\$ -	\$ -	Police Protection @ Council Meeting 16 Meetings @ \$140.00 a meeting- Not being done
59	Dues	56526	\$ 1,991	\$ 2,000	\$ 2,000	Dues
60	Public Notices- Newspaper Notices	56530	\$ 5,159	\$ 5,000	\$ 5,000	Public Notices (requirement to publish ordinances in newspaper
61	Lobbyist Expense (or Legislative Consulting & Professional Serv.)		\$ -	\$ -	\$ -	Lobbyist Expense (or Legislative Consulting & Professional Ser
62	MuniCode Ordinance Codification	56560	\$ 3,920	\$ 4,000	\$ 4,000	MuniCode Ordinance Codification (same as last year's actuals)
63	Village Ind. Festival	56580	\$ -	\$ 3,000	\$ 3,000	Village Ind. Festival \$2500 plus \$500 for float (same as last year
64	Books for Library	56581	\$ 250	\$ 250	\$ 250	Books for Library (Same as last year's budget)
65	Miscellaneous	56550	\$ 2,778	\$ 4,000	\$ 4,000	Miscellaneous (same as last year's budget)
66	Contingency	56570	\$ 4,933	\$ 15,000	\$ 15,000	Contingency (Same as last year's budget))
67	Hazard Mitigation Projects	56587	\$ -	\$ 5,000	\$ 5,000	Hazard Mitigation Projects (need to plan on doing one or the projects so that FEMA will fund us if necessary)
68	Engineering for new Grant Money	56582	\$ -	\$ -	\$ 3,000	Engineering for new Grant Money
69	Engineering Services for Small Projects	56585	\$ 50,241	\$ 30,000	\$ 50,000	Engineering Services Estimated actuals
70	Total General Expense - Procedural and Professional Expenses		\$ 126,713	\$ 130,758	\$ 155,828	Total General Expense - Procedural and Professional Expenses

CITY OF HILSHIRE VILLAGE
FYE 2021 PRELIMINARY BUDGET

FYE 2021 (2020 TAX YEAR) PRELIMINARY BUDGET PRESENTED TO COUNCIL ON 09-21-20 USING VOTER APPROVAL RATE		ACCT NO.	2020 (YTD "ESTIMATES" (using actuals & estimates)	FYE '20 BUDGET	FYE '21 BUDGET	NOTES
71	CITY HALL OPERATIONS					CITY HALL OPERATIONS
72	City Hall Expenses	56520	\$ 14,140	\$ 13,000	\$ 14,000	City Hall Operations (\$1,000 increase over last year's budget)
73	City Hall Building Maintenance	56521	\$ 2,930	\$ 3,000	\$ 3,000	City Hall Building Maintenance (same as last year's budget)
74	City Hall Paint - Interior	56517	\$ -	\$ 10,000	\$ 10,000	City Hall Paint - Interior -Same as last year due to COVID have
75	City Hall Flooring	56518	\$ -	\$ 15,000	\$ 15,000	City Hall Flooring - Same as last year due to COVID have not do
76	Office Supplies & Postage	56540	\$ 2,818	\$ 4,000	\$ 4,000	Office Supplies & Postage (same as last year's budget)
77	City Hall Equipment/Technology/Software	56545	\$ 5,936	\$ 6,000	\$ 6,000	City Hall Equipment/Technology/Software (same as last year's
78	New Server, warranty and Installation	56587	\$ 5,000	\$ 5,000	\$ -	New Server, warranty and installation
79	Website Hosting and Maintenance	56523	\$ 1,500	\$ 1,500	\$ 1,500	Website Hosting and Maintenance (same as last year's budget)
80	Generator Maintenance of Building	55600	\$ 950	\$ 1,245	\$ 1,245	Generator Maintenance (every other year reduces pay for a 2
81	Employee Wages and Benefits		\$ 197,057	\$ 197,164	\$ 204,158	Includes 5% increase, to 2-1 match on retirement and medical
82	Mayor/Council/City Administrator Expenses	56551	\$ 1,707	\$ 3,000	\$ 3,000	Mayor/Council/City Administrator (slight increase from last ye
83	Education	56515	\$ 2,829	\$ 5,000	\$ 5,000	Education (same as last year's budget training for 2 employees
84	Election/Voting Machine Rent	56541	\$ -	\$ 3,800	\$ 3,800	Election/Voting Machine Rent (Same as last year's budget)
85	Total General Expense -City Hall Operations		\$ 234,867	\$ 267,709	\$ 270,703	Total General Expense -City Hall Operations
86						
87	TOTAL GENERAL EXPENSE EXCLUDING PASS THROUGH		\$ 1,131,201	\$1,182,164	\$1,189,939	Total General Expense Excluding Pass Through
88	TOTAL UNRESTRICTED GENERAL FUND - NET EXCLUDING PASS THROUGH		\$ 73,099	\$ (11,592)	\$ 36,672	TOTAL UNRESTRICTED GENERAL FUND - NET EXCLUDING PASS THROUGH
	TOTAL UNRESTRICTED GENERAL					TOTAL UNRESTRICTED GENERAL
89	FUND - NET		\$ 83,157	\$ (11,349)	\$ 37,114	FUND - NET

CITY OF HILSHIRE VILLAGE
FYE 2021 PRELIMINARY BUDGET

FYE 2021 (2020 TAX YEAR) PRELIMINARY BUDGET PRESENTED TO COUNCIL ON 09-21-20 USING VOTER APPROVAL RATE		ACCT NO.	2020 (YTD "ESTIMATES" (using actuals & estimates)	FYE '20 BUDGET	FYE '21 BUDGET	NOTES
90	RESTRICTED GENERAL FUND					RESTRICTED GENERAL FUND
91	Child Safety Fees Revenue	48400	\$ 849	\$ 849	\$ 849	Child Safety Fees Revenue (Same as last year's actuals)
92	Transfer from Child Safety Account		\$ -	\$ -	\$ -	Transfer from Child Safety account to pay for any projects req
93	Total Child Safety Revenues		\$ 849	\$ 849	\$ 849	Total Child Safety Revenues
94	Total Child Safety Expenses	53700	\$ -	\$ 849	\$ 849	Total Child Safety Expenses (Same as revenue)
95	CHILD SAFETY - NET		\$ 849	\$ -	\$ -	CHILD SAFETY - NET
96	Other Metro Revenue					Other Metro Revenue
97	Income-Metro 1	41000	\$ 103,000	\$ 103,000	\$ 103,000	Income-Metro 1 (per contract will receive until 2025)
98	Interest-Metro 1	46500	\$ 1,067	\$ -	\$ -	Interest-Metro 1
99	Interest Metro EST	46300	\$ -	\$ -	\$ -	Interest Metro EST
100	Interest-Metro 2	46400	\$ -	\$ -	\$ -	Interest-Metro 2
101	Income- Metro 2	41000	\$ -	\$ -	\$ -	Income- Metro 2
102	Transfer from Metro EST	41005	\$ -	\$ -	\$ -	Transfer from Metro EST
103	Transfer from Metro 1	41006	\$ -	\$ -	\$ -	Transfer from Metro 1
104	Transfer from Child Safety Account	41001	\$ -	\$ -	\$ -	Transfer from Child Safety to pay for street sign engineering
105	Total Other Revenue		\$ 104,067	\$ 103,000	\$ 103,000	Total Other Revenue
106	Other Metro Expense					Other Metro Expense
107	Street Signs	53600	\$ 2,000	\$ 2,000	\$ 2,000	Maintenance or damage
108	Engineering Services for Sign	53650	\$ 2,000	\$ 1,000	\$ 1,000	Engineering -maintenance or damage or additional street sign
109	Metro Funded Misc. Expense	53000	\$ 7,675	\$ 20,000	\$ 20,000	Metro Funded Misc. Expense (same as last year's budget)
127	Metro Funded Ditch/Ravine Cleaning	53002	\$ -	\$ 30,000	\$ 30,000	Metro Funded Ditch/Ravine Cleaning (yearly cleaning)
128	Metro - Curb and Gutter Street Repairs	53003	\$ -	\$ 20,000	\$ 50,000	Curb and gutter (increased number - used noise mitigation fur
129	Metro Funded TxDOT for noise mitigation	53100	\$ 20,000	\$ 20,000	\$ -	Metro Funded TxDOT for noise mitigation (assumes \$100 K contribution over 5 years)
130	Total Other Expense		\$ 31,675	\$ 93,000	\$ 103,000	Total Other Expense
131	OTHER METRO - NET		\$ 72,392	\$ 10,000	\$ -	OTHER METRO - NET

CITY OF HILSHIRE VILLAGE
FYE 2021 PRELIMINARY BUDGET

FYE 2021 (2020 TAX YEAR) PRELIMINARY BUDGET PRESENTED TO COUNCIL ON 09-21-20 USING VOTER APPROVAL RATE		ACCT NO.	2020 (YTD "ESTIMATES" (using actuals & estimates)	FYE '20 BUDGET	FYE '21 BUDGET	NOTES
132	DEBT TAX					DEBT TAX
133	Debt Tax Revenue					Debt Tax Revenue
135	Property Taxes-Debt-Current	42101	\$ 352,161	\$ 367,026	\$ 359,938	Property Taxes-Debt-Current - Amount needed to pay for loan
136	Property Taxes-Debt-Delinquent	42101	\$ 652	\$ -	\$ -	Property Taxes-Debt-Delinquent
137	Int-Income-Debt Taxes-SBISD	46800	\$ 1,392	\$ -	\$ -	Int-Income-Debt Taxes-SBISD(Same as actuals)
138	Int. Income Anticipation Note-BANK	46600	\$ 24	\$ -	\$ -	Int. Income Anticipation Note-BANK
140	Transfer from General Utilities Acct		\$ -	\$ -	\$ -	Transfer from General Utilities Acct
141	Total Debt Tax Revenue		\$ 354,229	\$ 367,026	\$ 359,938	Total Debt Tax Revenue
142	Debt Tax Expense					Debt Tax Expense
143	Transfer out to Metro		\$ -			Transfer out to Metro
144	Principal Due on 2014 Tax Note	57000	\$ 130,000	\$ 130,000	\$ 135,000	Principal Due on 2014 Tax Note (10 year tax Note)
145	Interest Due on 2014 Tax Note	57500	\$ 16,393.4	\$ 13,578	\$ 10,676	Interest Due on 2014 Tax Note
146	Principal Due on 2018 Tax Note		\$ 175,000.0	\$ 180,000	\$ 185,000	Principal Due on 2018 Tax Note (7 year tax Note)
147	Interest Due on 2018 Tax Note		\$ 36,738.8	\$ 31,574	\$ 26,263	Interest Due on 2018 Tax Note
148	Interest Due on on 2018 Tax Note due 9-30-18		\$ -	\$ -	\$ -	Expenses for 2018 Tax Note
149	Total Debt Tax Expense		\$ 358,132	\$ 355,152	\$ 356,939	Total Debt Tax Expense
150	DEBT TAX - NET		\$ (3,903)	\$ 11,875	\$ 2,999	DEBT TAX - NET

CITY OF HILSHIRE VILLAGE
FYE 2021 PRELIMINARY BUDGET

FYE 2021 (2020 TAX YEAR) PRELIMINARY BUDGET PRESENTED TO COUNCIL ON 09-21-20 USING VOTER APPROVAL RATE		ACCT NO.	2020 (YTD "ESTIMATES" (using actuals & estimates)	FYE '20 BUDGET	FYE '21 BUDGET	NOTES
151	RESTRICTED UTILITY FUND					UNRESTRICTED UTILITY FUND
152	Operating Revenues - Water					Operating Revenues - Water
153	Water Revenues	45000	\$ 286,868	\$ 289,843	\$ 311,719	Water Revenues - - (Using \$6.75/1000/gal which is the suggest
154	New Construction Meter Installation	45009	\$ 1,000	\$ 4,000	\$ 3,000	New Construction Meter Installation
155	Maintenance Revenues	45002	\$ 41,489	\$ 41,880	\$ 41,880	Maintenance Revenues (349 connections @ \$20 bi monthly)
156	Total Operating Revenues - Water		\$ 329,357	\$ 335,723	\$ 356,599	Total Operating Revenues - Water
157	Operating Expenses - Water					Operating Expenses - Water
158	City Water Supply (COH)	51001	\$ 201,792	\$ 192,966	\$ 202,253	City Water Supply (COH)
159	Utilities- Pine Chase Grove	51006	\$ 60	\$ 166	\$ 166	Utilities- Pine Chase Grove (Same as last year's budget)
160	Repairs to Water Lines	55501	\$ 43,958	\$ 40,000	\$ 45,000	Repairs to Water Lines
161	Repairs to Water Vaults	55503	\$ -	\$ -	\$ -	Repairs to Water Vaults
162	Meter Reader	56000	\$ 3,459	\$ 3,459	\$ 3,459	Meter Reader bi-monthly (Same as last year's budget)
163	Meter Replacement	55505	\$ 2,720	\$ 4,550	\$ 4,550	replace approximately 10 replacement meters + new meters 3*350.00
164	New Construction Meter Installation	55507	\$ 1,605	\$ 4,000	\$ 3,000	Same as Revenue
165	Water Quality Testing	56001	\$ 25,052	\$ 25,228	\$ 25,228	Water Quality Testing (12 ~ 2000 plus 828.10 water system Fee(TCEQ) + 10 *40 copper and lead (have not heard from TCEQ on copper and lead
166	Total Operating Expenses - Water		\$ 278,647	\$ 270,369	\$ 283,656	Total Operating Expenses - Water
167	OPERATING - WATER - NET		\$ 50,710	\$ 65,354	\$ 72,943	OPERATING -WATER - NET
168	Operating Revenues - Sewer					Operating Revenues - Sewer
169	Sewer Revenues	45001	\$ 136,482	\$ 139,020	\$ 139,020	Sewer Revenues (306 @ \$74.00 +1 @ 525.94 bi monthly)
170	Total Operating Revenues - Sewer		\$ 136,482	\$ 139,020	\$ 139,020	Total Operating Revenues - Sewer
171	Operating Expenses Sewer					Operating Expenses Sewer
172	Wastewater Disposal (COH)	51002	\$ 93,298	\$ 93,891	\$ 93,891	The City pays \$24.71 per connection per month (306 connections) and \$262.97 for Holy Cross
173	Utilities -Lift Station	51003	\$ 3,295	\$ 3,295	\$ 3,295	Utilities -Lift Station (Same as last year's actual)
174	Repairs to Sewer Lines	55502	\$ 2,131	\$ 1,065.26	\$ 15,000.00	Repairs to Sewer Lines includes Pine Chase Grove
175	Repairs to Lift Station	55504	\$ 12,722	\$ 6,361.19	\$ 12,000.00	Repairs to Lift Station
176	Replacement of Lift Station Pumps	55506	\$ -	\$ -	\$ -	Replacement of Lift Station Pumps
177	Engineering for Hickory Shadows Sewer Rehab		\$ -	\$ -	\$ -	Engineering for Hickory Shadows Sewer Rehab
178	Total Operating Expenses - Sewer		\$ 111,445	\$ 104,612	\$ 124,186	Total Operating Expenses - Sewer
179	OPERATING - SEWER - NET		\$ 25,036	\$ 34,408	\$ 14,834	OPERATING - SEWER - NET

CITY OF HILSHIRE VILLAGE
FYE 2021 PRELIMINARY BUDGET

FYE 2021 (2020 TAX YEAR) PRELIMINARY BUDGET PRESENTED TO COUNCIL ON 09-21-20 USING VOTER APPROVAL RATE		ACCT NO.	2020 (YTD "ESTIMATES" (using actuals & estimates)	FYE '20 BUDGET	FYE '21 BUDGET	NOTES
180	Operating Revenues - Misc					Operating Revenues - Misc
181	Interest - Bank	45040	\$ -	\$ 0	\$ 0	Interest - Bank
182	Interest Utility Billing	45060	\$ 2,452	\$ 2,452	\$ 2,452	Interest Utility Billing (Same as last year's actuals)
183	Utility Services Income	45008	\$ 3,712	\$ 3,712	\$ 3,712	Utility Services Income (Same as last year's actual)
184	Garbage - holding account	45003	\$ -	\$ -	\$ -	Garbage - holding account
185	Garbage - Sales Tax - holding account	45004	\$ -	\$ -	\$ -	Garbage - Sales Tax - holding account
186	Transfer/Surpluses	45025	\$ -	\$ -	\$ -	Transfer/Surpluses
187	Total Misc. Revenues		\$ 6,164	\$ 6,164	\$ 6,164	Total Misc. Revenues
188	Operating Expenses - Misc					Operating Expenses - Misc
189	On Call Engineering Services	60000	\$ 5,000	\$ 5,000	\$ 5,000	On Call Engineering Services (Same as last year's budget)
190	Utility Line Locator Services	55508	\$ 6,695	\$ 6,000	\$ 6,000	60 calls
191	Contingency	58000	\$ 2,900	\$ 5,000	\$ 5,000	Contingency
192	Bank Charges	52000	\$ -	\$ -	\$ -	Bank Charges (Same as last year's actuals)
193	Utility Billing Costs	56002	\$ 7,209	\$ 7,209	\$ 7,209	Utility Billing Costs bi-monthly billing (Same as last year's actuals)
194	Office Supplies & Postage	56003	\$ -	\$ 600	\$ 600	Office Supplies & Postage (Same as last year's budget)
195	Mayor & Council Expenses	56004	\$ 125	\$ 125	\$ 125	Mayor & Council Expenses (Same as last year's budget)
196	Bad Debt	52000	\$ -	\$ 2,000	\$ 2,000	Bad Debt - Estimate (Same as last year's budget)
197	Total Operating Misc. Expenses		\$ 21,929	\$ 25,934	\$ 25,934	Total Operating Misc. Expenses
198	TCEQ Expenses					
199	Extra TCEQ equipment	55561	\$ -	\$ -	\$ -	Extra TCEQ equipment (carry over from last year)
200	Harris County Flood Control (TCEQ)	55560	\$ 395	\$ 395	\$ 395	Harris County Flood Control (TCEQ) (Same as last year's actuals)
201	Legal	55562	\$ 625	\$ 3,000	\$ 3,000	Legal - TCEQ (half of last years actuals)
202	Legal - City Engineer	55563	\$ 7,126	\$ 4,000	\$ 4,000	Engineer - TCEQ (half of last years budget)
203	Total TCEQ Expenses		\$ 8,147	\$ 7,395	\$ 7,395	
204	OPERATING - MISC./TCEQ - NET		\$ (23,911)	\$ (27,165)	\$ (27,165)	OPERATING - MISC./TCEQ - NET
205	UTILITY FUND REVENUE OVER/UNDER		\$ 51,835	\$ 72,596	\$ 60,613	UTILITY FUND REVENUE OVER/UNDER

CITY OF HILSHIRE VILLAGE
FYE 2021 PRELIMINARY BUDGET

FYE 2021 (2020 TAX YEAR) PRELIMINARY BUDGET PRESENTED TO COUNCIL ON 09-21-20 USING VOTER APPROVAL RATE		ACCT NO.	2020 (YTD "ESTIMATES" (using actuals & estimates)	FYE '20 BUDGET	FYE '21 BUDGET	NOTES
206	Water Vault - Revenue					Water Vault - Revenue
207	Transfer from General Fund			\$ 60,000	\$ 60,000	Transfer from General Fund (Retained Earnings-Savings)
208	Total Water Vault Revenue		\$ -	\$ 60,000	\$ 60,000	Total Water Vault Revenue
209	Water Vault - Expense					Water Vault - Expense
210	Enginnering & Legal Fees to acquire Easements	55508	\$ -	\$ 5,000	\$ 5,000	Enginnering & Legal Fees to acquire Easements
211	Enginnering	55509	\$ -	\$ 5,000	\$ 5,000	Enginnering
212	Water Vault - Hickory Shadows	11023	\$ -	\$ 50,000	\$ 50,000	Construction
213	Total Water Vault Expenses		\$ -	\$ 60,000	\$ 60,000	Total Water Vault Expenses
214	WATER VAULT NET		\$ -	\$ -	\$ -	WATER VAULT NET
215	Rehabilitation-Installation Water and Sewer Lines-Glourie-Pine Chase Grove - Revenue					Rehabilitation-Installation Water and Sewer Lines-Glourie-Pine
216	Transfer from General Fund				\$ 70,000	Transfer from General Fund (Retained Earnings-Savings)
217	Rehabilitation-Installation Water and Sewer Lines-Glourie-Pine Chase Grove - Revenue		\$ -	\$ -	\$ 70,000	Rehabilitation-Installation Water and Sewer Lines-Glourie-Pine
218	Rehabilitation-Installation Water and Sewer Lines-Glourie-Pine Chase Grove - Expense					Rehabilitation-Installation Water and Sewer Lines-Glourie-Pine
219	Enginnering & Legal Fees to acquire Easements		\$ -	\$ -	\$ 2,000	Enginnering & Legal Fees to acquire Easements
220	Enginnering		\$ -	\$ -	\$ 4,000	Enginnering
221	Water Vault - Hickory Shadows		\$ -	\$ -	\$ 64,000	Construction
222	Rehabilitation-Installation Water and Sewer Lines-Glourie-Pine Chase Grove - Expense		\$ -	\$ -	\$ 70,000	Rehabilitation-Installation Water and Sewer Lines-Glourie-Pine
223	Rehabilitation-Installation Water and Sewer Lines-Glourie-Pine Chase Grove - Net		\$ -	\$ -	\$ -	Rehabilitation-Installation Water and Sewer Lines-Glourie-Pine

ORDINANCE NO. 800-2020

AN ORDINANCE AMENDING APPENDIX “A” FEE SCHEDULE OF THE CODE OF ORDINANCES OF THE CITY OF HILSHIRE VILLAGE, TEXAS, BY DELETING SECTION 7.200 OF APPENDIX “A” THEREOF AND SUBSTITUTING THEREFOR A NEW SECTION 7.200 OF APPENDIX “A”, ESTABLISHING NEW WATER, WATER DEPOSITS, BILLING CHARGES, SANITARY SEWER AND SOLID WASTE COLLECTION RATES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

* * * * *

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HILSHIRE VILLAGE, TEXAS:

Section 1. The Code of Ordinances of the City of Hilshire Village, Texas (the “Code”), is hereby amended by deleting Section 7.200 of Appendix A, and substituting therefore a new Section 7.200 of Appendix A to provide as follows with an effective date for all invoices rendered after date of Ordinance.

“Sec. 7.200 Water Rates Established

(a) Residential and Non-Residential, Bi-Monthly Charges:

- (1) The charge for water is \$6.75/1000 gallons – no minimum
- (2) The flat rate bi-monthly sewer charge is \$74.00 and the maintenance charge is \$20.00.

(b) Commercial “C”, Bi- Monthly Charges

- (1) The charge for water is \$6.75/1000 gallons – no minimum
- (2) The flat rate bi-monthly sewer charge is \$74.00 and the maintenance charge of \$20.00.

(c) Commercial-Holy Cross Church, Bi-Monthly Charges:

- (1) The charge for water is \$6.75/1000 gallons – no minimum.
- (2) The flat rate bi-monthly sewer charge is \$525.94 and the maintenance charge is \$20.00.

Meter Deposit

- (1) A deposit for water meter hookup for any new residential, non-residential or commercial customer shall be required in the amount of \$500.00 per meter. The refund will be returned on the last water bill after a call for disconnection.
- (2) If in the event an existing resident's water is turned off due to nonpayment, a deposit will be required, in an amount necessary to cause a total deposit balance of \$500.00, prior to a reconnection of water service. Such deposit shall be mandatory if there is no deposit, or there is a deposit in an amount less than \$500.00 remaining on the account.

Billing Charges Established for Residential, Non-Residential and Commercial

***All Payments, as described below, shall be made in person or online (if applicable) at such place that payments are received, unless otherwise approved by the City or an authorized contractor for the City, with an authorized payment method (not to include personal checks or AMEX).**

- (1) Returned Check Fee is \$25.00
- (2) Meter Verification/Re-Read will be no charge if meter was read incorrectly, 1 free re-read a year and \$20.00 thereafter if the meter was read correctly by Inframark Water & Infrastructure Services.
- (3) A Service Account Transfer fee of \$15.00 will be charged for new accounts or when a resident moves from one address to another within the city, so that the records follow the resident.

- (4) Delinquent letter charge is \$10.00: The resident shall have five (5) business days (excluding holidays), from the date that such delinquent letter is issued, to pay all delinquent bills before a red tag is issued.
- (5) Red tag fee is \$20.00. Once a red tag is issued, the resident shall have five (5) business days (excluding holidays), from the date that such red tag is issued, to pay all delinquent bills before the water is turned off.
- (6) Turn off fee is \$50.00.
- (7) Reconnect fee is \$50.00.
- (8) Removal of Meter due to unauthorized usage after turn off is \$100.00.
- (9) Insufficient Funds Fee is \$25.00.

Solid waste collection charges:

Per residential unit, school, church, public building or similar use is \$45.40 bi-monthly, excluding sales tax. Additionally, a fuel surcharge and disposal environmental fee will be charged by the City if and when the Vendor's bill includes these fees.

Section 2. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. In the event any clause phrase, provision, sentence or part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional and the City Council of the City of Hilshire Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED this 21st day of September, 2020.

Russell Herron, Mayor

ATTEST:

Susan Blevins, City Secretary

ORDINANCE NO. 801-2020

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF HILSHIRE VILLAGE, TEXAS, BUDGET FOR THE FISCAL YEAR ENDING 2021; MAKING APPROPRIATIONS FOR THE CITY FOR SUCH YEAR AS REFLECTED IN SAID BUDGET; ESTABLISHING THE PROCEDURE FOR INTRA-BUDGET TRANSFERS; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT

* * * * *

WHEREAS, within the time and in the manner required by law, the Mayor of the City of Hilshire Village, Texas (the “City”), has prepared and submitted to the City Council a general budget of proposed expenditures and revenues of the City of Hilshire Village for the fiscal year ending 2021, beginning October 1, 2020 and ending on September 30, 2021; and

WHEREAS, such budget was timely filed with the City Secretary, has been available for inspection, was submitted to City Council, and pursuant to a motion of the City Council; and

WHEREAS, the City Council has considered the proposed general budget and has made such changes therein as in its judgment were warranted by law and were in the best interest of the citizens and taxpayers of the City; and

WHEREAS, this budget will raise more revenue from property taxes than last year’s budget by an amount of \$52,036, which is a 3.57 percent increase from last year’s budget. The property tax revenue to be raised from new property added to the tax roll this year is \$23,746; and

WHEREAS, a copy of such general budget and cover page has been filed with the City Secretary and will be posted on the entity’s website until the date of the first anniversary the budget is adopted; and

WHEREAS, the City Council now desires to approve and adopt the same; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HILSHIRE VILLAGE, TEXAS:

Section 1. The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2. The City Council hereby approves and adopts the general budget described in the preamble of this Ordinance, a copy of which is attached hereto and made a part of this Ordinance for all purposes and a copy of which is on file with the City Secretary. The City Secretary is hereby directed to place on said budget an endorsement, which shall be signed by the City Secretary, which reads as follows: “The Official Budget of the City of Hilshire Village, Texas, for the Fiscal Year Beginning October 1, 2020, and ending September 30, 2021.” Such budget, as thus endorsed, shall be kept on file in the office of the City Secretary as a public record.

Section 3. In support of said budget and by virtue of its adoption thereof, including any and all changes adopted thereto, the several amounts specified for the various purposes named in said budget are hereby appropriated to and for such purposes.

Section 4. The City Council takes cognizance of the fact, that in order to facilitate operations of the City and its various departments and activities and to make adjustments occasioned by events transpiring during the year, some transfers may be necessary to and from some accounts contained within the budget as originally adopted. Accordingly, should the Mayor from time to time determine that transfers are necessary from unexpected funds in one or more budget accounts to another budget account, and the same may be accomplished without creating a deficit in the requirements of any City Department or activity, he/she shall recommend such transfers to the City Council by attaching such recommended transfers to an ordinance amending the official budget. Upon approval of such ordinance by the City Council, an amendment sheet reflecting such transfer or transfers shall be attached to the budget as specifically adopted, whereupon the City Council shall treat such funds as if they had been thus budgeted in the first instance.

PASSED, APPROVED, AND ADOPTED on this 21st day of September, 2020 by a roll call vote.

- Pos. 1, Mike Gordy
- Pos. 2, Robert Byrne
- Pos. 3, Vacant
- Pos. 4, Paul Maddock
- Pos. 5, David Schwarz

CITY OF HILSHIRE VILLAGE

APPROVED:

Russell Herron, Mayor

ATTEST:

Susan Blevins, **City Secretary**

ORDINANCE NO. 802-2020

AN ORDINANCE PROVIDING FOR THE LEVY AND COLLECTION OF AD VALOREM TAXES OF THE CITY OF HILSHIRE VILLAGE, TEXAS, FOR THE YEAR 2020; PROVIDING FOR TWO COMPONENTS TO THE PROPOSED TAX RATE, CONSISTING OF A TAX RATE OF \$0.140804 ON EACH ONE HUNDRED DOLLARS OF VALUATION FOR THE PURPOSE OF PAYING THE ACCRUING INTEREST AND TO PROVIDE A SINKING FUND FOR PAYMENT OF THE INDEBTEDNESS OF THE CITY AND A TAX RATE OF \$0.449316 ON EACH ONE HUNDRED DOLLARS OF VALUATION FOR THE PURPOSE OF FUNDING THE MAINTENANCE AND OPERATION EXPENDITURES, EACH APPROVED BY SEPARATE MOTION; PROVIDING FOR THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith AND PROVIDING FOR SEVERABILITY.

WHEREAS, Section 26.05 of the Texas Property Tax Code provides that before the later of September 29^h, or the 60th day after the date the certified appraisal roll is received by the taxing unit, the governing body of each taxing unit shall adopt a tax rate for the current tax year; and

WHEREAS, such Section further provides that where the tax rate consists of two components (one which will impose the amount of taxes needed to pay the unit's debt service and the other which will impose the amount of taxes needed to fund maintenance and operation expenditures of the unit for the next year), each of the components must be approved separately; and

WHEREAS, the proposed tax rate for the current tax year of the City of Hilshire Village, Texas, consists of two components, each or which are separately approved by council:

a) a tax rate of \$0.140804 on each one hundred dollars of valuation for the purpose of paying the accruing interest and to provide a sinking fund for payment of the indebtedness of the City, and

b) a tax rate of \$0.449316 Cents on each one hundred dollars of valuation for the purpose of funding the maintenance and operation expenditures of the City for the next fiscal year; and

WHEREAS, THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 3.50 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$30.00; and

WHEREAS, all notices and hearings required by law as a prerequisite to the passage, approval, and adoption of this Ordinance have been timely and properly given and held; now, therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HILSHIRE VILLAGE:

Section 1. The facts and recitations set forth in the preamble of this Ordinance are found to be true and correct and are hereby adopted, ratified and confirmed.

Section 2. There is hereby levied, for the tax year 2020, to fund the City's fiscal year ending 2021 municipal budget, an ad valorem tax at the total rate of \$0.590120 Cents on each One Hundred Dollars (\$100) of assessed valuation on all property, real, personal and mixed, within the corporate limits of the City, upon which an ad valorem tax is authorized by law to be levied by the City of Hilshire Village, Texas.

All such taxes shall be assessed and collected in current money of the United States of America.

Section 3. Of such total tax levied in Section 2 hereof, \$0.449316/100 is levied to fund maintenance and operation expenditures of the City for the fiscal year ending 2021. Of the total tax levied in Section 2 hereof, \$0.140804/100 of valuation is levied for the purpose of paying the interest on bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City of Hilshire Village, Texas, including the various installments of principal due on the serial bonds, warrants, certificates of obligation, or other lawfully authorized evidence of indebtedness issued by the City as such installments shall respectively mature in the fiscal year ending 2021.

Section 4. All ad valorem taxes levied hereby, in the total amount of \$0.590120 on each One Hundred Dollars (\$100.00) of assessed valuation, as reflected by Sections 2 and 3 hereof, shall be due and payable on or before January 31, 2021. All ad valorem taxes due the City of Hilshire Village, Texas, and not paid on or before January 31st following the year for which they were levied, shall bear the maximum penalty and interest prescribed in the Texas Tax Code. Provided, however, that 1) a person who pays one-half (1/2) of the taxes before December 1, 2020 may pay the remaining taxes without incurring any penalty or interest before July 1, 2021; or 2)) a person may pay in four equal installments without penalty or interest if the first installment is paid before the delinquency date (February 1) and is accompanied by notice that the person will pay the remaining taxes in three equal installments before April 1, June 1 and August 1, respectively.

Section 5. All ordinances and parts of ordinances inconsistent or in conflict herewith are, to the extent of such conflict, hereby repealed; provided, however, nothing

in this Ordinance shall be construed to alter the residential homestead exemption, over 65 residential homestead exemption, or disabled individual property owner's exemption provided by the City, if any.

Section 6. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional and the City Council of the City of Hilshire Village, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED, APPROVED, AND ADOPTED on this 21st day of September, 2020 by a roll call vote.

- Pos. 1, Mike Gordy
- Pos. 2, Robert Byrne
- Pos. 3, Vacant
- Pos. 4, Paul Maddock
- Pos. 5, David Schwarz

CITY OF HILSHIRE VILLAGE

Attest:

Russell Herron, Mayor

Susan Blevins, City Administrator/Secretary



CORONAVIRUS RELIEF FUND (CRF) SMALL CITIES TERMS AND CONDITIONS

INTERLOCAL GRANT AGREEMENT AND CORONAVIRUS RELIEF FUND (CRF) SMALL CITIES TERMS AND CONDITIONS

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (the “Agreement”) is made and entered into by and between Harris County, a body corporate and politic under the laws of the State of Texas (“County”), acting by and through its governing body the Harris County Commissioners Court, and Hilshire Village (“City” or “grantee” or “subrecipient”), pursuant to the Interlocal Cooperation Act, Tex. Gov’t Code Ann. §§ 791.001 – 791.030. Harris County and City are referred to herein collectively as the “Parties” and individually as a “Party.”

Harris County will reimburse the City for necessary eligible expenditures incurred due to the public health emergency with respect to COVID-19 for a not to exceed amount of \$45,045.00 as evidenced in the Notice of Subrecipient Grant Award, approved by Harris County Commissioners Court on July 14, 2020, attached hereto as Exhibit A and incorporated herein by reference. The Parties agree that the amount specified in Exhibit A is just and fair compensation for expenses incurred due to the COVID-19 public health emergency. The Parties agree that a public purpose will be served by using the grant funds to reimburse local municipalities for necessary eligible expenditures incurred due to the public health emergency with respect to COVID-19. Harris County agrees that all funds used to pay for the obligations of this Grant Agreement will be taken from current fiscal funds.

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”).

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; and the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts.

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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EXHIBITS FOLLOW

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 Harris County.

1.4 Project Period

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. All expenditures must be incurred, and all services must be received within the performance period. Harris County 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 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 grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form, which is attached hereto as Exhibit B 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 Harris County 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

Harris County 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. Harris County 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 Harris County is void unless a written amendment to this Grant Agreement is first executed and documented. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of Harris County in excess of the "Allocation Ceiling" 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 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

Notwithstanding anything to the contrary, Harris County may, in its sole discretion, deny reimbursement for any expenses representing a transfer of funds from grantee to another political subdivision or agency unless a written request for such reimbursement is approved by Harris County in advance.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that Harris County and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that Harris County 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 Harris County, 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 Harris County. The grantee will cooperate with Harris County in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If Harris County 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, a notice of award, or any other applicable requirement, Harris County, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by Harris County;
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 Harris County until repayment to Harris County is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of Harris County;
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 Harris County expressly authorizes them in the notice of suspension or termination or subsequently.

Harris County, 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 Harris County 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 Harris County under this grant agreement and applicable law. False statements or claims made in connection with Harris County grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

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 grantee's organization or Harris County, nor any employee, or person, whose salary is payable in whole or in part by a member of grantee organization or Harris County, 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 Harris County does not tolerate any type of fraud, waste, or misuse of funds received from Harris County. Harris County's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, Harris County 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 Harris County that is made against the grantee, the grantee is required to immediately notify Harris County of said allegation or finding and to continue to inform Harris County of the status of any such on-going investigations. The grantee must also promptly refer to Harris County 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 Harris County 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 Harris County 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 Harris County.

1.13 Termination of the Agreement

Harris County may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against Harris County, 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, Harris County 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.

Harris County and grantee may mutually agree to terminate this Grant Agreement. Harris County 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 Harris County, grantee shall continue to be obligated to Harris County for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, Harris County'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 Harris County 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

Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of either Party.

The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by Harris County, its officers, employees, agents, or contractors of any privileges, rights, defenses, remedies, or immunities from suit and liability that Harris County 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 Harris County, 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 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 Harris County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any Harris County-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 Harris County 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. Harris County 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 an employee.

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 incorporated herein for all purposes as though set forth word for word.

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 email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee.

1.21 Force Majeure

Neither the grantee nor Harris County 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 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.

1.23 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.

1.24 E-Verify

If applicable, by entering into this Grant Agreement, grantee will certify and ensure 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.

1.25 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.

1.26 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 Harris County and understands and agrees that Harris County 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.

1.27 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 Harris County and understands and agrees that Harris County 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 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 2 C.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 to 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 Harris County. 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 Harris County, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.29 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.

1.30 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>.

1.31 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 Harris County. 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 Harris County 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 Harris County, 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 Harris County 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), Harris County, and the State Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, Harris County, 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 grant 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 Harris County 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 Harris County.

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, Harris County, 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 Harris County within the time period specified by Harris County and to the satisfaction of Harris County, at the sole cost of the grantee. The grantee shall provide to Harris County 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 Harris County 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. Harris County may direct a grantee to retain documents for longer periods of time or to transfer certain records to Harris County 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 or state program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

4.2 Political Activities

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

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

- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.
- E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit C. 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 Harris County prior to receiving any payments..

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.

Reimbursement requests may be requested following full reporting to Harris County of eligible expenses incurred.

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

5.3 Reimbursements

Harris County 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. Harris County 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.

5.4 Refunds and Deductions

If Harris County 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 Harris County the amount identified by Harris County as an overpayment. The grantee shall refund any overpayment to Harris County within thirty (30) calendar days of the receipt of the notice of the overpayment from Harris County unless an alternate payment plan is specified by Harris County.

5.5 Recapture of Funds

The discretionary right of Harris County to terminate for convenience under Section 1.13 notwithstanding, Harris County shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by Harris County: (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.

5.6 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 Harris County.

5.7 Project Close Out

Harris County 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 Harris County paid and that are not authorized to be retained by the grantee for use in other projects.

5.8 Miscellaneous Provisions

It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. The City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

The County is not obligated or liable to any party other than City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to increase the rights of any third party, or the duties or responsibilities of County with respect to any third party.

A waiver by either Party of a breach or violation of any provision of the Agreement shall not be deemed or construed to be a waiver of any subsequent breach.

The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement including, but not limited to the indemnification provision, shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

HILSHIRE VILLAGE

By _____

Date: _____

HARRIS COUNTY

By: _____

LINA HIDALGO
COUNTY JUDGE

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: _____

Randy Keenan
Assistant County Attorney
C.A. File 20GEN1946

EXHIBIT A

Notice of Subrecipient Grant Award
(follows behind)



HARRIS COUNTY, TEXAS

BUDGET MANAGEMENT DEPARTMENT

Administration Building
1001 Preston, Suite 500
Houston, TX 77002
(713) 274-1100

COVID 19 Agenda Item

July 14, 2020

To: County Judge Hidalgo, and
Commissioners Ellis, Garcia,
Radack, and Cagle

Fm: Shain Carrizal *HSC*

Re: **CARES Act – Establishment of the Small City Assistance Program**

	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The CARES Act established the Coronavirus Relief Fund (CRF), and Harris County received a direct allocation of \$426 million. On April 28, 2020 Commissioners Court authorized forming a committee consisting of a representative from each office of Commissioners Court to work with BMD/HRRM and all relevant departments to make recommendations on the expenditures of the funds. Attached for your approval is a recommendation from the committee to establish the Small City Assistance Program in an amount not to exceed \$28.5 million.

The committee will continue to work with Guidehouse in making further recommendations to Commissioners Court before the CRF expiration date of December 30, 2020.

Thank you for your consideration.

Attachment

Presented to Commissioners Court

July 14, 2020

Approve: E/G



**COVID-19 Small City Assistance Program
July 10, 2020**

BACKGROUND

The COVID-19 pandemic is stretching the ability of State, County, and City governments to both meet their obligations to protect their citizens and to ensure complete economic recovery and long-term resiliency. While each situation is unique, we understand that Harris County faces considerable demands resulting from this outbreak and the 34 cities it represents, and the County seeks to establish a program to provide appropriate reimbursement of Coronavirus Relief Funds (CRF) to the respective small cities.

PROGRAM PURPOSE

The COVID-19 Small City Assistance Program’s purpose is to provide financial assistance for the needs of cities with <500K population.

The following are the program considerations:

Coordination. Need to ensure that the County’s response is coordinated so that it addresses the unprecedented public health and societal impacts impacting the small cities.

Grants Management. Need to ensure support of the management of grant applications, eligibility verification, grant awards, management of grant and subrecipient agreements, and management of approval processes for funds requested by cities within Harris County related to the CRF.

Eligibility. Need to ensure expenses incurred and to be reimbursed to the small cities are captured in a manner that makes them reimbursable in accordance with U.S. Department of Treasury guidance for the Coronavirus Relief Fund

Compliance. Need to ensure that the County is complying with the rules and regulations that will ensure expenses are reimbursable and avoid a loss of stakeholder and community confidence.

ELIGIBILITY CRITERIA

Cities with <500K population that demonstrate need for financial assistance may qualify for assistance by meeting any of the following criteria:

Criteria	Name	Description	Additional Considerations
#1	FEMA 25% Match	Cities would submit their approved FEMA Public Assistance (PA) requests showing the 75% reimbursement requested. Harris County then provides the remaining 25% of eligible reimbursements.	provided technical assistance cities apply for FEMA PA
#2	Eligible activities not covered by other funding sources	Expenses incurred by small cities that are typically not covered by FEMA or other grants, that are eligible for CRF. This includes, but is not limited to, the following activities: - COVID dedicated payroll expenses - Paid sick and medical leave - Government payroll support program - Unemployment insurance costs - Telework capability improvement	Educate cities about these expense activities

#3	Other COVID Related Expenses	Other related expenses not identified in Options #1 and #2 that will be evaluated by the County for duplication of benefits on a case-by-case basis	Educate cities about these expense activities
----	------------------------------	---	---

ALLOCATION MAXIMUMS

Per the chart below, \$55 per capita is used to determine a ceiling of available CRF funding per small city within Harris County. This amount is based on the criteria established by the Texas Department of Emergency Management (TDEM) for other cities and counties in Texas with <500K populations.

City	2018 Census Population Data	Allocation Ceiling
Baytown	72,879	\$4,008,345
Bellaire	18,966	\$1,043,130
Bunker Hill Village	3,982	\$219,010
Deer Park	33,931	\$1,866,205
El Lago	2,727	\$149,985
Friendswood	11,575	\$636,625
Galena Park	10,931	\$601,205
Hedwig Village	2,669	\$146,795
Hilshire Village	819	\$45,045
Humble	16,041	\$882,255
Hunters Creek Village	4,891	\$269,005
Jacinto City	10,625	\$584,375
Jersey Village	7,962	\$437,910
Katy	15,251	\$838,805
La Porte	35,423	\$1,948,265
League City	1,984	\$109,120
Missouri City	6,273	\$345,015
Morgan's Point	345	\$18,975
Nassau Bay	4,037	\$222,035
Pasadena	153,219	\$8,427,045
Pearland	5,237	\$288,035
Piney Point Village	3,449	\$189,695
Seabrook	14,291	\$786,005
Shoreacres	1,611	\$88,605
South Houston	17,583	\$967,065
Southside Place	1,881	\$103,455
Spring Valley Village	4,333	\$238,315
Stafford	309	\$16,995
Taylor Lake Village	3,625	\$199,375
The Woodlands	13,000*	\$715,000
Tomball	11,761	\$646,855
Waller	600	\$33,000
Webster	11,201	\$616,055
West University Place	15,676	\$862,180
Total	519,087	\$28,549,785

*Estimated census data for the portion of The Woodlands included in Harris County, per The Woodlands Area Economic Development Partnership

TECHNICAL ASSISTANCE

With the purpose of helping small cities, especially those not familiar with federal funding, the small cities will be provided with technical assistance to better understand the process of successfully identifying eligible CRF activities, and guidance around other potential funding sources (ex. FEMA PA). The main components of the technical assistance will include (but is not limited to)¹:

1. Conducting outreach activities to:
 - Inform small cities about the program
 - Engaging City management to actively participate in program
2. Hosting webcast and online training for:
 - Overall process of the County's program for small cities
 - Eligible activities under the CRF grant and overlap with other funding sources
 - Workflows, forms, tools, and documentation requirements for reimbursement
 - Brief overview of other federal funding sources
3. Providing tools and templates for reimbursement requests including:
 - Excel based cost tracking mechanism
 - Checklist of eligible activities with required documentation
 - Frequently asked questions (FAQs)
 - Workflow steps for transparency
4. Providing one-on-one support including:
 - Questions around eligibility and/or process
 - Developing reimbursement requests
 - Understanding any rejected/returned reimbursement requests

AGREEMENT FOR DISTRIBUTION

To receive CRF distributions, the small city mayor or city manager must review, agree to the terms and conditions, and sign certification forms similar to those developed by TDEM.² The CRF Terms and Conditions released by TDEM addresses the grant acceptance, project period, general responsibility, amendments and changes to the grant agreement, and jurisdictional cooperation that a subrecipient must adhere to when receiving CRF distributions.

¹ See Attachment A for framework of technical assistance

² See Appendix for example of modified CARES Act Coronavirus Relief Fund Eligibility Certification from TDEM

**APPENDIX
CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION³**

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

1. I have the authority on behalf of Municipality to request grant payments from Harris County ("County") 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 County will rely on this certification as a material representation in making grant payments to the Municipality.
3. I acknowledge that Municipality 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, Harris County, or designee.
5. I acknowledge that Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the County has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if Municipality 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 Municipality's proposed uses of the funds provided as grant payments from the County 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 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: _____

³ Per Texas Department of Emergency Management, tdem.texas.gov, with modifications

ATTACHMENT A
TIMELINE OF TECHNICAL ASSISTANCE AND ADMINISTRATION

The following table details technical assistance and administration activities provided to the County and small cities within Harris County. All activities will be ongoing through December 30, 2020 with auditing and close-out activities continuing into 2021.

Month Activity Begins	Activity
July	<ul style="list-style-type: none"> - Outreach effort to notify small cities about the Small City Assistance Program including webcasts about the overall process - Small cities execute certification form ahead of receiving CRF distribution from the County
August	<ul style="list-style-type: none"> - Training to help cities identify expenses eligible for FEMA PA and other federal funding sources - Providing training materials about other federal funding sources - Assistance to apply for other federal funding - Provide a mapped flow of documentation and requirements of the Grant Management program lifecycle to small cities to understand all necessary documentation - Provide tools and templates for tracking costs for reimbursement - Provide eligible cost checklists for CRF reimbursement - Assistance to develop reimbursement requests including holding office hours to answer questions about eligibility - Training cities about duplication of benefits, how to prevent them, and how to notify the County if any assistance that could fall into this category is received
September	<ul style="list-style-type: none"> - Track the disbursement of funds, at the County level, to ensure they are being used as they were intended and in a timely fashion - Provide access to workflows, forms, tools, and documentation requirements for reimbursement of each individual transaction
October	<ul style="list-style-type: none"> - Support to understand any denied benefits and reapply, if possible
November	<ul style="list-style-type: none"> - Trainings about how subrecipients can properly close out use of funds received and what documentation is required
December	<ul style="list-style-type: none"> - Report on the assistance provided to small cities, the maximization of benefits realized from various federal funding sources, and measure CRF distribution utilized

EXHIBIT B

CARES Act Coronavirus Relief Fund Eligibility Certification Form
(follows behind)

CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the Mayor or City Manager of _____ (“Municipality”), and I certify that:

1. I have the authority on behalf of Municipality to request grant payments from Harris County (“County”) 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 County will rely on this certification as a material representation in making grant payments to the Municipality.
3. I acknowledge that Municipality 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, Harris County, or designee.
5. I acknowledge that Municipality has an affirmative obligation to identify and report any duplication of benefits. I understand that the County has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if Municipality 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 County or United States Department of the Treasury.
8. I acknowledge that the Municipality’s proposed uses of the funds provided as grant payments from the County 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 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. I acknowledge acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

Name:

Title:

Signature:

Date:

EXHIBIT C Certification
Regarding Lobbying (follows
behind)

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.

Initial Here: _____

ORDER OF COMMISSIONERS COURT
Authorizing Execution of an Interlocal Grant Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the City of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

**ORDER AUTHORIZING EXECUTION OF AN INTERLOCAL GRANT AGREEMENT
BETWEEN HARRIS COUNTY AND HILSHIRE VILLAGE TO REIMBURSE THE
CITY FOR ELEGIBLE EXPENSES FROM THE CORONAVIRUS RELIEF FUND**

Commissioner _____ introduced an order and made a motion that the same be adopted. Commissioner _____ seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Lina Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order thus adopted follows:

IT IS ORDERED that the Harris County Judge is authorized to execute, for and on behalf of Harris County, the Interlocal Grant Agreement between the Harris County and Hilshire Village, pursuant to Tex. Gov't Code Ann. §§ 791.001 – 791.030, for the County to reimburse the City for eligible expenses with a grant from the Coronavirus Relief Fund as authorized and established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act. The Interlocal Grant Agreement is incorporated by reference for all purposes as though fully set out in this Order word for word.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

DonMar Grading, Inc.

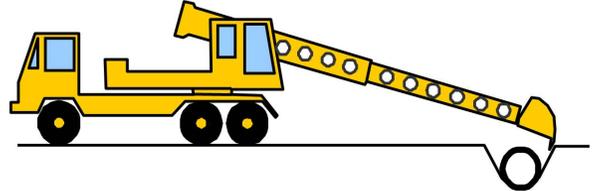
P.O. Box 176
Porter, TX 77365

Invoice

Date	Invoice #
9/17/2020	2020-591

832-794-2906 donmargrading@gmail.com

Bill To: City of Hilshire Village
8301 Westview
Houston, TX 77055



P.O. Number	Terms	Project
HV-SB-20-91	Due on receipt	2020 Ditch Cleaning and Maint.

Date	Qty.	Unit	Description	Rate	Amount
			2020 Ditch Cleaning and Maintenance on the following streets and locations... All ditches were resodded.		
9/2/2020	1	LS	8013 Anadell ditch regrade	2,000.00	2,000.00
9/2/2020	1	LS	1118 Glourie, regraded east side ditch to Ridgely	5,000.00	5,000.00
9/2/2020	1	LS	1030 Glourie ditch regraded to outfall and one culvert cleaned	2,000.00	2,000.00
9/3/2020	1	LS	1313 Pine Chase Ditch cleaning north to 1323 Pine Chase Grove	2,500.00	2,500.00
9/3/2020	1	LS	1225-29 Ridgely - regraded west side ditch to daylight	2,000.00	2,000.00
9/3/2020	1	LS	Ditch cleaning at 1123 Guinea along Burkhart and 8002 Burkhart	1,500.00	1,500.00

Received by:	Subtotal	\$15,000.00
<i>Thank you for your business.</i>	Sales Tax (0.0%)	\$0.00
	Total	\$15,000.00

DonMar Grading, Inc.

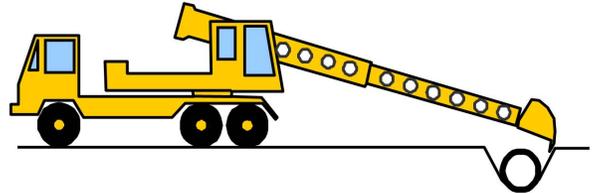
P.O. Box 176
Porter, TX 77365

Invoice

Date	Invoice #
9/17/2020	2020-595

832-794-2906 donmargrading@gmail.com

Bill To: City of Hilshire Village
8301 Westview
Houston, TX 77055



P.O. Number	Terms	Project
HV-SB-20-93	Due on receipt	1301 Glourie plus...

Date	Qty.	Unit	Description	Rate	Amount
9/16/2020	1	LS	Cleand and regraded 380' of ditch on the west side ditch of Glourie from 1309 Glourie south to Anadell including digging out and installing select fill in a low area about 50' long and 4" to 6" deep in a portion of the ditch south of Bromley. This price includes sod installation.	4,600.00	4,600.00

Received by:	Subtotal	\$4,600.00
<i>Thank you for your business.</i>	Sales Tax (0.0%)	\$0.00
	Total	\$4,600.00

DonMar Grading, Inc.

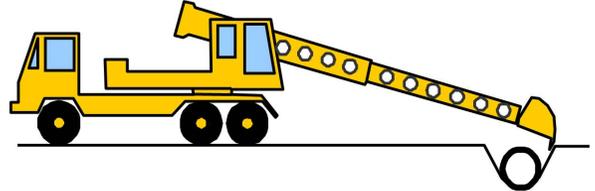
P.O. Box 176
Porter, TX 77365

Invoice

Date	Invoice #
9/17/2020	2020-590

832-794-2906 donmargrading@gmail.com

Bill To: City of Hilshire Village
8301 Westview
Houston, TX 77055



P.O. Number	Terms	Project
HV-SB--20-90	Due on receipt	1323 Pine Chase Grove

Date	Qty.	Unit	Description	Rate	Amount
9/16/2020	1	LS	1223 Pine Chase Grove ditch was excavated, sand removed, 20 cuyd of clay installed to reshape and rebuild ditch bank, reshaped to establish correct flowline and regraded and the SET removed. and disposed of. all disturbed areas were resodded.	2,700.00	2,700.00

Received by:	Subtotal	\$2,700.00
<i>Thank you for your business.</i>	Sales Tax (0.0%)	\$0.00
	Total	\$2,700.00