

## NOTICE OF MEETING

The Mineral Wells City Council will hold a regular meeting at 6:00 PM on Tuesday, October 6, 2020 in the City Council Chambers at the City Hall Annex, 115 S.W. 1st Street, Mineral Wells, Texas to consider the following agenda: *Meeting site closed to public*

In an effort to mitigate the spread of COVID-19 by avoiding meetings that bring people in a group setting, and in accordance with the Texas Governor's Declaration of Disaster enacted March 13, 2020, members of the City Council may be participating remotely in compliance with the Texas Open Meetings Act, as temporarily modified by the Texas Governor. Members of the public may participate only by joining at:

Join Zoom Webinar

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1 301 715 8592 US

Webinar ID: 818 3102 8806

International numbers available: <https://us02web.zoom.us/u/kdFtVFpPuF>

Call to Order

Invocation - Pastor Gary Word of Cityview Community Church

Pledges of Allegiance to U.S. and Texas Flags

### **PUBLIC COMMENT - SEE MODIFIED RULES BELOW**

The public will have an opportunity to address the City Council on any matter, except public hearings that are included on the agenda. **FOR PUBLIC HEARINGS, SEE INSTRUCTIONS ON THE ITEM YOU WISH TO SPEAK ON.** Public comments are limited to three (3) minutes per speaker, unless the speaker requires the assistance of a translator, in which case the speaker is limited to six (6) minutes, in accordance with applicable law. **DUE TO THE**

**SUSPENDED PORTIONS OF THE TEXAS OPEN MEETINGS ACT**, to address the governing body during the Public Comment portion of the meeting, each speaker must complete a Speaker Form and provide it to the City Clerk electronically by 5:00 P.M. on October 5, 2020. The City Clerk will read the speaker forms aloud to the City Council. Comments shall address the governing body with civility that is conducive to appropriate public discussion. Comments can address only the governing body and not individual city officials or employees. Per the Texas Open Meetings Act, the governing body is not permitted to take action on or discuss any item not listed on the agenda. The Council may: (1) make a statement of fact regarding the item; (2) make a recitation of existing policy regarding the item; or (3) propose the item be placed on a future agenda, in accordance with Council procedures.

Anyone wishing to speak during the Public Comment portion of the meeting must notify the City Clerk electronically by 5:00 P.M. on October 5, 2020. An electronic public comment form is available on the City’s website at mineralwellstx.gov and will be sent to the City Clerk from the site.

**CONSENT AGENDA**

- (5) 1. Consider and take appropriate action on minutes of meeting held September 3, 2020.
- (8) 2. Consider and take appropriate action on budgeted expenditures over \$500.
- (10) 3. Consider and take appropriate action for Pay Application No.1 (Final) to B&L Construction Co. in the amount of \$59,200.00 for the 6-inch Waterline Extension on State Highway 337 to N. Keller Rd.
- (13) 4. Consider and take appropriate action on pay request from Parkhill/Schrickel Rollins in the amount of \$1,260.00 for professional engineering services on Phase II and III of the US Hwy. 180 West Waterline Project.
- (15) 5. Consider and take appropriate action on pay request from Parkhill in the amount of \$1,050.00 for engineering services associated with the extension of a 6-inch Waterline from FM 337 to Keller Rd.
- (17) 6. Consider and take appropriate action on Match payment #3 to Jacob Martin (Invoice #13760) for engineering costs associated with the Downtown Revitalization Project in the amount of \$9,000.
- (20) 7. Consider and take appropriate action on Uniform Election Joint Resolution and Joint Election Agreement and Contract for Election Services between City of Mineral Wells and Palo Pinto County Elections Administrator for Election to be held on November 3, 2020.

- (22) 8. Consider and take appropriate action on a resolution of the City Council of the City of Mineral Wells, Texas, establishing signatories on City of Mineral Wells bank and financial accounts related to the Mineral Wells Economic Development Corporation.

#### ITEMS FOR INDIVIDUAL CONSIDERATION

- (25) 9. Consider and take appropriate action on approval of Funding Agreement with the Texas Historical Commission pertaining to a planning grant for the former US Post Office Building (Womens Club).

- (41) 10. Consider and take appropriate action on report from staff pertaining to the use of CARES Act funds.

- (53) 11. Consider and take appropriate action on approval of the City of Mineral Wells Investment Policy.

- (69) 12. Consider and take appropriate action on an Ordinance Establishing a Chapter 380 Economic Development Program.

13. Future agenda items/requests by Councilmembers to be on next agenda—  
***Councilmembers shall not discuss or take action on any item that is not on the agenda. A Councilmember may request that an issue be placed on a future agenda and, if a second Councilmember supports the request, the item shall be placed on a City Council agenda within two Council meetings.***

14. **EXECUTIVE SESSION:** In accordance with Texas Government Code, Section 551.001, et seq., the City Council will recess into Executive Session (closed meeting) to discuss the following:

- a. § 551.071(1)(2): Consultation with attorney on pending or contemplated litigation, settlement offer or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, re: (i) Cause No. 4:19-cv-00992-0 – Christopher Michael Perricone vs. The City of Mineral Wells, Texas; (ii) Case No. 4:19-cv-00973-0 – American Precision Ammunition LLC et al. vs. The Mineral Wells Industrial Foundation, Inc., et al.; (iii) C.G. claim; (iv) Former lease of a portion of the Lake Mineral Wells Addition; and (v) Boyce Ditto Library Trust Donation Agreement.
- b. § 551.087: To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City

seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; and/or to deliberate the offer of a financial or other incentive to the business prospect: (i) Project Glue, and (ii) Project LAB.

- c. § 551.089: Deliberations regarding security devices, security assessments, deployment relating to information resources technology and security personnel.

15. **RECONVENE INTO OPEN SESSION:** In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

16. Adjourn

*Notes: Disabled persons requiring special assistance are requested to notify the City of Mineral Wells 24 hours in advance of the meeting by calling the City Clerk's office at 940.328.7702.*

*The City Council reserves the right to meet in Executive Session closed to the public at any time in the course of this meeting to discuss matters listed on the agenda, as authorized by the Texas Open Meetings Act, Texas Government Code Chapter 551, including §551.071, (private consultation with the attorney for the City); §551.072 (purchase, exchange, lease or value of real property); §551.074 (personnel or to hear complaints against personnel); §551.076 (deployment, or specific occasions for implementation of security personnel or devices); and §551.087 (economic development negotiations). Any decision held on such matters will be taken or conducted in Open Session following the conclusion of the Executive Session.*

State of Texas            §  
City of Mineral Wells   §

I hereby certify that notice of this meeting of the Mineral Wells City Council was posted by 6:00 o'clock pm on the 2nd day of October, 2020.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2nd day of October, 2020.

(SEAL)

\_\_\_\_\_  
Peggy Clifton, City Clerk

## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE**

Consider and take appropriate action on minutes of meeting held September 3, 2020.

### **INITIATOR/STAFF INFORMATION SOURCE**

Peggy Clifton, City Clerk

### **BACKGROUND**

### **EXHIBITS**

1. 2020-09-03 Minutes Joint Meeting

**ITEM NUMBER 1.**  
**MEETING DATE 10/6/2020**

**MINUTES  
SPECIAL JOINT MEETING  
MINERAL WELLS CITY COUNCIL  
TAX INCREMENT REINVESTMENT ZONE #2 BOARD OF DIRECTORS  
ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS  
LINK FIELD SERVICES  
September 3, 2020 – 4:00 pm**

In an effort to mitigate the spread of COVID-19 by avoiding meetings that bring people in a group setting, and in accordance with the Texas Governor’s Declaration of Disaster enacted March 13, 2020, the meeting site was closed to the public, but the public was able to attend via Zoom at:

Join Zoom Webinar  
<https://us02web.zoom.us/j/82667451020>  
or iPhone one-tap :  
US: +13462487799,,82667451020# or  
+12532158782,,82667451020#

Dial by your location:

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+1 312 626 6799  
+1 646 558 8656  
+1 301 715 8592

Webinar ID: 826 6745 1020

International numbers available: <https://us02web.zoom.us/j/82667451020>

1. Call to Order and Establish Quorum

Mayor Underwood called the Council and Tax Increment Reinvestment Zone #2 Board of Directors meetings to order. Vice President Mitch Bradshaw called the meeting of the Economic Development Corporation Board of Directors to order.

Councilmembers present were Mayor Tammy Underwood, Mayor Pro-Tem Jerrel Tomlin, Councilmembers Brian Shoemaker, Regan Johnson, Beth Watson and Doyle Light. A quorum of City Councilmembers was present.

Tax Increment Reinvestment Zone #2 Board of Directors Board members present were Chair Tammy Underwood, JC Colton, Scott Elder, Don Crawford, Troy Huseman, Marlena Smith, and Duke Samples. A quorum of Board members was present.

Economic Development Corporation Board of Directors present were Vice President Mitch Bradshaw, Tracey Kirsch, Charles Ramsay, Alan Clarke, Marty Logan, and Mike Allen. A quorum of Board members was present.

2. Public Comment – No one had asked to speak

3. Conduct workshop regarding Airport Commercial Land Use Development Plan proposal.  
A workshop was held regarding an Airport Commercial Land Use Development Plan proposal.  
No action taken.
4. Consider Airport Commercial Land Use Development Plan agreement between Paslay Management Group, Tax Increment Reinvestment Zone Number Two, Mineral Wells, Texas and City of Mineral Wells, Texas. Discussion was held with no action taken.
5. Consider Chapter 380 Economic Development Policy. Discussion was held with no action taken.
6. Adjourn

\_\_\_\_\_  
Tammy Underwood, Mayor

ATTEST:

\_\_\_\_\_  
Peggy Clifton, City Clerk

APPROVED: \_\_\_\_\_

## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE**

Consider and take appropriate action on budgeted expenditures over \$500.

### **INITIATOR/STAFF INFORMATION SOURCE**

### **BACKGROUND**

### **EXHIBITS**

1. OVER \$500 FY19-20

**ITEM NUMBER 2.**  
**MEETING DATE 10/6/2020**



PAYMENT APPROVAL - RATIFICATIONS  
10/06/2020 COUNCIL MEETING - EXPENDITURES OVER \$500  
APPROVALS

FUND	VENDORS	DESCRIPTION/BUDGET INFORMATION	BUDGETED	% SPENT	AMOUNT	FOOTNOTE
GENERAL	United Refrigeration	AC compressor for Annex	\$3,500.00	146.53	\$657.00	1
GENERAL	Mobile Wireless, LLC	10 additional device licenses for fire department laptops	\$200,801.00	0.00	\$2,676.50	
GENERAL	Everbridge, Inc.	Annual Emergency Notification Management Software	\$200,801.00	0.00	\$7,210.00	
GENERAL	Kirby-Smith Machinery	Repair hydraulic leak on Gradall	\$60,000.00	0.00	\$23,797.26	
GENERAL	Randy's Service Center	Replace transmission in unit #200	\$100,000.00	138.16	\$4,566.78	1
GENERAL	LLRMI	Internal Affairs Investigation Training - 2 Lieutenants	\$20,000.00	0.00	\$1,050.00	
GENERAL	American Test Center	Annual ladder safety testing	\$9,000.00	0.00	\$1,015.00	
GENERAL	Dobie Supply, LLC	Restock sign shop supplies	\$10,000.00	0.00	\$1,164.67	
GENERAL	Ebay	Glass door for gym	\$5,000.00	0.00	\$795.00	
GENERAL	United Rentals	Portable restroom rental for FY20-21	\$14,400.00	0.00	\$6,420.00	
WATER	Tex Training	TCEQ Water Distribution Training - registration for 3 facility maintenance employees	\$3,500.00	0.00	\$540.00	2
WATER	same PO	TCEQ Water Distribution Training - registration for 4 water distribution employees	\$5,800.00	0.00	\$720.00	2
WATER	same PO	TCEQ Water Distribution Training - registration for 3 WWTP employees	\$6,000.00	0.00	\$540.00	2
WATER	Tex Training	TCEQ WW Collections Training - registration for 3 facility maintenance employees	\$3,500.00	0.00	\$540.00	2
WATER	same PO	TCEQ WW Collections Training - registration for 7 water distribution employees	\$5,800.00	0.00	\$1,260.00	2
WATER	same PO	TCEQ WW Collections Training - registration for 4 WWTP employees	\$6,000.00	0.00	\$720.00	2
WATER	same PO	TCEQ WW Collections Training - registration for 1 Public Works employee	\$6,500.00	0.00	\$180.00	2
WATER	DPC Industries, Inc.	Chlorine Gas - chemical for water treatment (October)	\$310,000.00	0.00	\$3,931.00	
WATER	DPC Industries, Inc.	Chlorine Gas - chemical for water treatment (November)	\$310,000.00	0.00	\$3,931.00	
WATER	DPC Industries, Inc.	Chlorine Gas - chemical for water treatment (December)	\$310,000.00	0.00	\$3,931.00	
WATER	Eagle Labs, Inc.	Chem Flocc - chemical for water treatment (October)	\$310,000.00	0.00	\$10,071.36	
WATER	Eagle Labs, Inc.	Chem Flocc - chemical for water treatment (November)	\$310,000.00	0.00	\$10,071.36	
WATER	Eagle Labs, Inc.	Chem Flocc - chemical for water treatment (December)	\$310,000.00	0.00	\$10,071.36	
WATER	Pace Analytical	Quality control sampling for October	\$23,000.00	0.00	\$870.00	
WATER	Pace Analytical	Quality control sampling for November	\$23,000.00	0.00	\$870.00	
WATER	Pace Analytical	Quality control sampling for December	\$23,000.00	0.00	\$870.00	
WATER	Lower Colorado River Authority Lab	Quarterly TCEQ required testing	\$23,000.00	0.00	\$535.40	
WATER	Brenntag Southwest	Water treatment corrosion inhibitor chemical	\$23,000.00	0.00	\$2,098.56	
WATER	DPC Industries, Inc.	Ammonia Gas - water treatment chemical for disinfection (December)	\$23,000.00	0.00	\$3,700.00	
WATER	DPC Industries, Inc.	Ammonia Gas - water treatment chemical for disinfection (March '21)	\$23,000.00	0.00	\$3,700.00	
WATER	Lower Colorado River Authority Lab	Lead and copper sampling	\$23,000.00	0.00	\$1,250.00	
WATER	DPC Industries, Inc.	25% Liquid Caustic - water treatment chemical for control of finished water pH (Oct)	\$23,000.00	0.00	\$5,444.00	
WATER	DPC Industries, Inc.	25% Liquid Caustic - water treatment chemical for control of finished water pH (Nov)	\$23,000.00	0.00	\$5,444.00	
WATER	DPC Industries, Inc.	25% Liquid Caustic - water treatment chemical for control of finished water pH (Dec)	\$23,000.00	0.00	\$5,444.00	
WATER	Pace Analytical	Lift station semi-annual pollutant sampling - TPWD	\$8,750.00	0.00	\$751.50	3
WATER	Odessa Pumps	Replace pump at Willow Creek lift station	\$80,000.00	0.00	\$9,660.00	
<b>SUB-TOTAL:</b>					<b>\$136,496.75</b>	

RATIFY - 10/06/20	FUND	VENDORS	DESCRIPTION/BUDGET INFORMATION	BUDGETED	SPENT	AMOUNT	FOOTNOTE
	GENERAL	Messer, Fort & McDonald	Legal services in June	\$180,000.00	152.64	\$7,009.64	1
	GENERAL	same invoice	Legal services in June	\$19,500.00	24.66	\$490.16	
	WATER	same invoice	Legal services in June	\$65,000.00	34.62	\$45.00	
	AIRPORT	same invoice	Legal services in June	\$6,000.00	164.82	\$1,863.90	1
	GENERAL	Hawes Hill & Associates, LLP	Consulting and GIS mapping - Economic Development (June)	\$46,500.00	83.17	\$5,225.54	
	GENERAL	ESO Solutions	HRE CAD Integration for mobile and web applications	\$125,000.00	121.29	\$1,495.00	1
	GENERAL	Daco Fire Equipment	Repair AC in back of ambulance - Unit #126	\$100,000.00	138.16	\$822.50	1
	GENERAL	Matheson	Cylinder rentals	\$48,000.00	128.75	\$842.12	4
	GENERAL	same invoice	Cylinder rentals	\$5,500.00	96.44	\$445.63	
	GENERAL	same invoice	Cylinder rentals	\$1,500.00	187.87	\$333.56	1
	GENERAL	DTN, LLC	Weather monitoring/sirens	\$35,000.00	30.12	\$3,024.00	
	GENERAL	Sam Pack's Five Star Ford	Corrected billing on new PD Unit #210	\$225,000.00	78.84	\$1,739.00	
	GENERAL	Tarrant County Medical Examiner	Biological screening and DNA Analysis - Case #2010614	\$35,000.00	30.12	\$2,130.00	
	GENERAL	Legal & Liability Risk Management Institute	Arson investigation training - D. Thomas and J. Hamscher	\$20,000.00	0	\$1,050.00	
	GENERAL	Overhead Door Company	Quarterly maintenance	\$10,000.00	55.88	\$640.00	
	WATER	same invoice	Quarterly maintenance	\$15,000.00	10.67	\$348.00	
	GENERAL	Sand Trap Service Co., Inc.	Pump sand trap at Fire Dept. #2	\$9,000.00	87.70	\$618.00	
	GENERAL	Barham Lawncare	Time and charge - mow lots behind Hilly Drive	\$100,000.00	58.10	\$650.00	
	WATER	Ross Gannaway, PLLC	Professional services through 8/20/2020	\$65,000.00	34.62	\$797.50	
	WATER	Siemens Industry, Inc.	PO #20210 ran over by \$3313.85 - due to Covid, tech couldn't fly/drove from Georgia	\$0.00	over	\$3,313.85	1
	WATER	DPC Industries, Inc.	Ammonia gas - water treatment chemical (no PO)	\$280,000.00	103.54	\$3,291.50	1
	WATER	RR Service Company	Set pump and motor at Brazos Pump House	\$27,500.00	26.21	\$815.00	
	WATER	Dataprose	August billing	\$57,500.00	93.17	\$4,607.14	
ECON DEVEL		Messer, Fort & McDonald	Legal services in June	\$40,000.00	16.34	\$1,351.80	
<b>SUBTOTAL:</b>						<b>\$42,948.84</b>	
<b>TOTAL:</b>						<b>\$179,445.59</b>	

**ITEMS IN GREEN ARE OUT OF FY20-21 BUDGET**  
**FOOTNOTES**

- 1 Department within budget
- 2 One PO, multiple departments
- 3 TPWD will be billed for samples
- 4 Fire department is over budget/but being reimbursed for extra expenses due to Covid, not yet reflected

## AGENDA ITEM COMMENTARY

### ITEM TITLE

Consider and take appropriate action for Pay Application No.1 (Final) to B&L Construction Co. in the amount of \$59,200.00 for the 6-inch Waterline Extension on State Highway 337 to N. Keller Rd.

### INITIATOR/STAFF INFORMATION SOURCE

Bob Neal, Director of Public Works

### BACKGROUND

On August 14, 2020, City Council awarded the contract for the 6-inch Waterline Extension on State Highway 337 to N. Keller Rd. to B&L Construction Co. in the amount of \$62,200.00. All work for this project is complete and in general compliance with the plans and specifications and is considered complete at this time. The contractor has submitted Pay Application No. 1 (Final) for consideration and payment in the amount of \$59,200.00. Parkhill/Schricket Rollins have reviewed the submitted pay application and recommend payment as presented.

### EXHIBITS

1. B&L Const Pay App 1 (Final)
2. Letter of Recommendation-Pay Application No. 1 MW#WA2

MW#WA2

**ITEM NUMBER 3.**  
**MEETING DATE 10/6/2020**

CITY OF MINERAL WELLS  
 6" Water Line Extension - SH 337 and N. Keller Road  
 B & L Construction Company

PayApplication No. 1

Item	Description	Qty	Unit	Unit Cost	Total	Previous Total Qty	Qty This Estimate	This Estimate Amounts	Total Qty To Date	Total Work To Date	Total Work To Date
1	Mobilization/Demobilization	1	LS	\$ 3,500.00	\$ 3,500.00		1	3,500.00	1	3,500.00	100.00%
2	Furnish & Install 6" Water Line	650	LF	\$ 24.00	\$ 15,600.00		650	15,600.00	650	15,600.00	100.00%
3	Furnish & Install 6" Water Line in 12" Steel Casing	115	LF	\$ 24.00	\$ 2,760.00		115	2,760.00	115	2,760.00	100.00%
4	Furnish & Install 12" Steel Casing by Bore	115	LF	\$ 110.00	\$ 12,650.00		115	12,650.00	115	12,650.00	100.00%
5	Furnish & Install 6" Gate Valve	5	EA	\$ 1,200.00	\$ 6,000.00		5	6,000.00	5	6,000.00	100.00%
6	Furnish & Install 6" X 6" Tapping Sleeve & Valve	1	EA	\$ 2,800.00	\$ 2,800.00		1	2,800.00	1	2,800.00	100.00%
7	Furnish & Install Standard Fire Hydrant	1	EA	\$ 3,200.00	\$ 3,200.00		1	3,200.00	1	3,200.00	100.00%
8	Furnish & Install Ductile Iron Fittings	0.25	TNS	\$ 9,000.00	\$ 2,250.00		0.25	2,250.00	0.25	2,250.00	100.00%
9	Tying Into 1-1/2" Water Line	2	EA	\$ 1,200.00	\$ 2,400.00		2	2,400.00	2	2,400.00	100.00%
10	Furnish & Install Asphalt/Gravel Road Repair	25	LF	\$ 100.00	\$ 2,500.00		25	2,500.00	25	2,500.00	100.00%
11	Cut & Plug Existing 1-1/2" Water Line	2	EA	\$ 300.00	\$ 600.00		2	600.00	2	600.00	100.00%
12	Wire Fence Repair	60	LF	\$ 20.00	\$ 1,200.00		60	1,200.00	60	1,200.00	100.00%
13	Grass Seeding and Restoration	2,000	SY	\$ 0.67	\$ 1,340.00		2,000	1,340.00	2000	1,340.00	100.00%
14	Prepare Traffic Control Plan (TxDOT)	1	LS	\$ 750.00	\$ 750.00		1	750.00	1	750.00	100.00%
15	Furnish, Install, Maintain & Remove Erosion Control	1	LS	\$ 1,000.00	\$ 1,000.00		1	1,000.00	1	1,000.00	100.00%
16	Furnish & Install Project Signs	2	EA	\$ 1,500.00	\$ 3,000.00		0	0.00	0	0.00	0.00%
17	Furnish, Install & Remove Trench Safety	650	LF	\$ 1.00	\$ 650.00		650	650.00	650	650.00	100.00%
									0		
<b>TOTAL CONTRACT AMOUNT</b>					<b>\$62,200.00</b>			<b>\$59,200.00</b>		<b>\$59,200.00</b>	95.18%
					This Estimate			<b>\$59,200.00</b>		<b>\$59,200.00</b>	
					10% Retainage			<b>0.00</b>		<b>0.00</b>	
					<b>TOTALS</b>			<b>\$59,200.00</b>		<b>\$59,200.00</b>	

Summary

ORIGINAL CONTRACT AMOUNT 62,200.00  
 Change Order(s) \_\_\_\_\_  
 TOTAL CONTRACT AMOUNT 62,200.00  
 Work to Date 59,200.00  
 Materials On Hand \_\_\_\_\_  
 10% Retainage 0.00  
 Previous Payments \_\_\_\_\_  
 Due This Estimate **59,200.00**  
 Remaining Contract 0.00

*Bradley Johnson*  
 Contractor

*Shel Peltz*  
 Engineer

*Bob Neal*  
 City Representative

**Parkhill**

Schricket  
Rollins

Mr. Bob Neal  
Director of Public Works  
City of Mineral Wells  
P.O. Box 460  
Mineral Wells, Texas 76068

September 22, 2020

RE: 6" Water Line Extension  
S.H. 337 and North Keller Road

MW#WA2

Dear Mr. Neal:

Attached please find Pay Application No. 1 (Final), including retainage for the 6" Water Line Extension – S.H. 337 and North Keller Road Project. All work is complete and in general compliance with the plans and specifications and is considered final complete at this time. Based on general project observation and conversations with project representatives we recommend payment of \$59,200.00 to B & L Construction Company at this time.

Yours very truly,

PARKILL / SCHRICKEL ROLLINS



Sanford P. LaHue, Jr., P.E.

SL/sl

attachments

## AGENDA ITEM COMMENTARY

### ITEM TITLE

Consider and take appropriate action on pay request from Parkhill/Schrickel Rollins in the amount of \$1,260.00 for professional engineering services on Phase II and III of the US Hwy. 180 West Waterline Project.

### INITIATOR/STAFF INFORMATION SOURCE

Bob Neal, Director of Public Works

### BACKGROUND

On March 20, 2018, City Council approved a Resolution awarding a Contract for Engineering Services with Parkhill/Schrickel Rollins in association for the Streets and Utilities Capital Projects. The attached invoice represents payment for Engineering Design on Phase II and III of the US Hwy. 180 West Waterline Project from August 1, 2020 through August 31, 2020. The invoice summary for professional engineering services received from Parkhill/Schrickel Rollins are as follows:

Phase II and III of the US Hwy. 180 West Waterline Project - Invoice No. 01286218.00-9  
Engineering Design \$1,260.00  
**Total Amount Due \$1,260.00**

### EXHIBITS

1. Parkhill-Schrickel Rollins Invoice No. 01286218.00-9

MW#WA1

**ITEM NUMBER 4.**  
**MEETING DATE 10/6/2020**



Schricket  
Rollins

INVOICE

Please note that our email domain and website have changed to Parkhill.com

**Total Due this Invoice \$1,260.00**

Mr. Bob Neal  
Director of Public Works  
City of Mineral Wells  
P.O. Box 460  
Mineral Wells, TX 76068

September 21, 2020  
Invoice No: 01286218.00 - 9

Project 01286218.00 Mineral Wells-Hwy180 West Phase II & III  
16" Water Line in U.S. Highway 180 West from S.W. 25th Avenue to Indian Creek Road

**Professional Services from August 1, 2020 to August 31, 2020**

Task Engineering Design

**Fee**

Total Fee 126,000.00

Percent Complete 66.00 Total Earned 83,160.00

Previous Fee Billing 81,900.00

**Total Fee 1,260.00**

**Task Subtotal \$1,260.00**

**Total Due this Invoice \$1,260.00**

**Outstanding Invoices**

Number	Date	Balance
8	8/10/2020	6,300.00
<b>Total</b>		<b>6,300.00</b>

**RETURN REMITTANCE COPY WITH PAYMENT.  
THANK YOU!**

**Please remit payment to: 4222 85th Street, Lubbock, Texas 79423**

## AGENDA ITEM COMMENTARY

### ITEM TITLE

Consider and take appropriate action on pay request from Parkhill in the amount of \$1,050.00 for engineering services associated with the extension of a 6-inch Waterline from FM 337 to Keller Rd.

### INITIATOR/STAFF INFORMATION SOURCE

Bob Neal, Director of Public Works

### BACKGROUND

On April 7, 2020, City Council approved a Contract for Engineering Services with Parkhill for the extension of a 6-inch waterline from FM 337 to Keller Rd. The attached invoice represents payment for 97% completion of the project. The invoice summary for professional engineering services received from Parkhill Inc. from August 1, 2020 through August 31, 2020 are as follows:

6-inch Waterline from FM 337 to Keller Rd. Invoice No. 01296420.00-4  
Plan & Specifications \$ 1,050.00  
**Total Amount Due \$ 1,050.00**

### EXHIBITS

1. Parkhill Invoice No. 01296420.00-4

MW#WA2

**ITEM NUMBER 5.**  
**MEETING DATE 10/6/2020**

# Parkhill

INVOICE

Please note that our email domain and website have changed to Parkhill.com.

**Total Due this Invoice**      **\$1,050.00**

Mr. Bob Neal  
Director of Public Works  
City of Mineral Wells  
P.O. Box 460  
Mineral Wells, TX 76068

September 21, 2020  
Invoice No:      01296420.00 - 4

Project      01296420.00      Mineral Wells 6" Waterline/FM 337-Keller  
**Professional Services from August 1, 2020 to August 31, 2020**

---

Task      Plans & Specifications

**Fee**

Total Fee	15,000.00		
Percent Complete	97.00	Total Earned	14,550.00
		Previous Fee Billing	13,500.00
		<b>Total Fee</b>	<b>1,050.00</b>
		<b>Task Subtotal</b>	<b>\$1,050.00</b>
		<b>Total Due this Invoice</b>	<b>\$1,050.00</b>

**Outstanding Invoices**

Number	Date	Balance
3	8/10/2020	1,000.00
<b>Total</b>		<b>1,000.00</b>

**RETURN REMITTANCE COPY WITH PAYMENT.  
THANK YOU!**

**Please remit payment to: 4222 85th Street, Lubbock, Texas 79423**

255 North Center Street | Suite 200 | Arlington, Texas 76011 | 817.649.3216 | [Parkhill.com](http://Parkhill.com)

MW#WA2



## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE**

Consider and take appropriate action on Match payment #3 to Jacob Martin (Invoice #13760) for engineering costs associated with the Downtown Revitalization Project in the amount of \$9,000.

### **INITIATOR/STAFF INFORMATION SOURCE**

Kathy Word

### **BACKGROUND**

Approval of plans and specifications by regulatory agency(ies). Jacob Martin continue to do work pertaining to the downtown sidewalk project. To date, the City has made two match payments towards engineering costs for a total of \$10,800.

### **EXHIBITS**

1. Jacob Martin Inv#13760

**ITEM NUMBER 6.**  
**MEETING DATE 10/6/2020**



2201 Northland Drive  
Austin, Texas 78756

Samantha Pimentelli  
Community Development Manager  
(512) 420-0303 voice  
(512) 420-0302 fax

**MATCH REQUEST TRANSMITTAL COVER LETTER**

September 17, 2020

City Manager, Randy Criswell  
City of Mineral Wells  
P.O. Box 460  
Mineral Wells, TX, 76067

Re: **Match Payment No.** **3**  
TDA Contract Number: 7219252  
Match Amount: \$ 9,000.00

Randy Criswell,

This is the third match request for the City's Downtown Revitalization Project grant. As a reminder, the City has committed \$60,000.00 for Engineering Costs and a minimum of \$10,000.00 in construction costs. These invoices will be billed directly to the City without drawdown forms and will be reflected in the next Draw Request.

To date, the City has made two match payment towards  
Engineering Costs for a total of \$10,800.00

In order to document the City's matching funds commitment, please save and send me copies of all checks for this project. I will keep copies of the invoices as well.

**At your earliest convenience, please prepare and mail the following check:**

- To Jacob and Martin, LLC for Invoice #13760 in the amount of \$9,000.00

If you have any questions about this request or any other grant issues that may come up, please do not hesitate to contact me: (512) 420 0303 ext. 338

Best Regards,

Samantha Pimentelli

325.695.1070  
817.594.9880  
806.368.6375



TBPE Firm #: 2448  
TBAE Firm #: BR 2261  
TBPLS Firm #: 10194493

3465 Curry Lane - Abilene, TX - 79606

1508 Santa Fe Dr., Suite 203 - Weatherford, TX - 76086

1014 Broadway - Lubbock, TX - 79401

City of Mineral Wells  
PO Box 460  
Mineral Wells, TX 76068

Invoice number 13760  
Date 08/31/2020

Project 19327 DOWNTOWN REVITALIZATION -  
MINERAL WELLS

Activity from July 1, 2020 to July 31, 2020

TDA Project #: 7219252

Description	Contract Amount	Percent Complete	Prior Billed	Total Billed	Current Billed
<b>Engineering Services</b>					
Approval of Preliminary Engineering Plans & Specifications by the City	12,000.00	90.00	10,800.00	10,800.00	0.00
Approval of Plans & Specifications by Regulatory Agency(ies)	18,000.00	50.00	0.00	9,000.00	9,000.00
Completion of Bid Advertisement & Contract Award	12,000.00	0.00	0.00	0.00	0.00
Completion of Construction Staking	6,000.00	0.00	0.00	0.00	0.00
Completion of Final Closeout Assessment & Submittal of "As Builts"	6,000.00	0.00	0.00	0.00	0.00
Completion of Final Inspection & Acceptance by the City	6,000.00	0.00	0.00	0.00	0.00
Subtotal	60,000.00	33.00	10,800.00	19,800.00	9,000.00
Total	60,000.00	33.00	10,800.00	19,800.00	9,000.00

Invoice total 9,000.00

Approved by:

Derek Turner  
Principal Engineer

Please remit payment to:

Jacob & Martin, LLC  
3465 Curry Lane  
Abilene, TX 79606  
325.695.1070

City of Mineral Wells

Invoice number 13760

Invoice date 08/31/2020

## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE**

Consider and take appropriate action on Uniform Election Joint Resolution and Joint Election Agreement and Contract for Election Services between City of Mineral Wells and Palo Pinto County Elections Administrator for Election to be held on November 3, 2020.

### **INITIATOR/STAFF INFORMATION SOURCE**

Peggy Clifton, City Clerk

### **BACKGROUND**

On August 14, 2020, Council approved a contract for election services with Palo Pinto County. At that time, the county did not have their resolution prepared that would have normally accompanied that contract. This is that resolution and is simply stating that we entered into that contract for election services.

### **EXHIBITS**

1. JOINT RESOLUTION

**ITEM NUMBER 7.**  
**MEETING DATE 10/6/2020**

# UNIFORM ELECTION JOINT RESOLUTION

## A JOINT RESOLUTION

**WHEREAS**, the City of Mineral Wells of Palo Pinto County, Texas, and the City of Gordon of Palo Pinto County, Texas, desire to enter into a 2020 Joint General Election Services Contract with the Palo Pinto County Election Administrator, as the County Elections Officer.

**AND WHEREAS**, the Commissioners Court of Palo Pinto County, Texas desire to give authorization for the said Contract.

## **NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF PALO PINTO COUNTY, TEXAS, THAT:**

Said Commissioners Court authorizes a Joint Contract by and among, City of Mineral Wells, by the Mayor, and City of Gordon by the Mayor and Laura Watkins, County Election Officer of Palo Pinto County, Texas, for the conduct and supervision of the City of Mineral Wells and City of Gordon Joint General Election on November 3, 2020.

**PASSED AND APPROVED, THIS \_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

\_\_\_\_\_  
SIGNATURE OF COUNTY JUDGE

\_\_\_\_\_  
GARY GLOVER, COMMISSIONER, PRECINCT 1

\_\_\_\_\_  
MIKE REED, COMMISSIONER, PRECINCT 2

\_\_\_\_\_  
MIKE PIERCE, COMMISSIONER, PRECINCT 3

\_\_\_\_\_  
JEFF FRYER, COMMISSIONER, PRECINCT 4

CITY OF MINERAL WELLS

CITY OF GORDON

BY: \_\_\_\_\_, Mayor

BY: \_\_\_\_\_, Mayor

COUNTY ELECTIONS OFFICIAL

BY: \_\_\_\_\_  
LAURA WATKINS, COUNTY ELECTION ADMINISTRATOR

(Attest)

\_\_\_\_\_  
JANETTE K. GREEN, County Clerk

## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE**

Consider and take appropriate action on a resolution of the City Council of the City of Mineral Wells, Texas, establishing signatories on City of Mineral Wells bank and financial accounts related to the Mineral Wells Economic Development Corporation.

### **INITIATOR/STAFF INFORMATION SOURCE**

Randy Criswell, City Manager

### **BACKGROUND**

Due to the fact that the Economic Development Corporation replaced the Community Development Corporation, we need to change the signatories related to banking needs. It is recommended that two signatures be required for this purpose.

We recommend having the Economic Development Corporation President, the Economic Development Corporation Treasurer, the City Manager, and the City Clerk as signatories for this account. The authorized signatories would be John Kuhn, Charles Ramsay, Randy Criswell, and Peggy Clifton.

### **EXHIBITS**

1. Resolution for Signatories

**ITEM NUMBER 8.**  
**MEETING DATE 10/6/2020**

## RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MINERAL WELLS, TEXAS, ESTABLISHING SIGNATORIES ON CITY OF MINERAL WELLS BANK AND FINANCIAL ACCOUNTS RELATED TO THE MINERAL WELLS ECONOMIC DEVELOPMENT CORPORATION; PROVIDING FOR AN EFFECTIVE DATE; DESIGNATING THE SIGNATORIES ON THE ECONOMIC DEVELOPMENT CORPORATION CITY OF MINERAL WELLS, TEXAS FINANCIAL DOCUMENTS; AND ORDAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF.**

WHEREAS, the City Council finds it is in the best interest of the City of Mineral Wells, Texas (the "City") to amend the designated signatories for the City's bank and financial accounts related to the Mineral Wells Economic Development Corporation, effective October 6, 2020 and to remove all previous signatories for those accounts.

**NOW, THEREFORE, BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINERAL WELLS, TEXAS:**

Section 1. Findings Incorporated. The findings recited above are incorporated as if fully set forth in the body of this Resolution.

Section 2. Signatories. President John Kuhn, Treasurer Charles Ramsay, City Manager Randy Criswell, and City Clerk Peggy Clifton, are hereby designated as signatories for all of the City's bank and financial accounts related to the Mineral Wells Economic Development Corporation, effective October 6, 2020. All previous signatories shall hereafter be removed from any and all of the City's bank and financial accounts related to the Mineral Wells Economic Development Corporation as designated signers. Two signatures will be required for purposes of this section.

The City's designated signatories, who are:

John Kuhn, President  
Charles Ramsay, Treasurer  
Randy Criswell, City Manager  
Peggy Clifton, City Clerk

will be allowed to execute and submit an application, open accounts, deposit and withdraw funds, designate other authorized representatives, and take all other action required or permitted by the City under an agreement with the financial institution created by the application, in the name and on behalf of the City related to the Mineral Wells Economic Development Corporation.

Section 3. Savings/Repealing Clause. All resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Resolution or the City's Public Investment Policy, as amended, and adopted in accordance with Chapter 2256, Texas Government Code, the Public Funds Investment Act, are hereby repealed to the extent of such conflict, and the provisions of this Resolution and the City's Public Investment Policy, as amended, shall be and remain controlling

as to the matters regulated herein.

Section 4. Severability Clause. Should any of the clauses, sentences, paragraphs, sections or parts of this Resolution be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Resolution.

**Section 5. Effective Date**. This Resolution shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED** on this the 6<sup>th</sup> day of October, 2020.

APPROVED:

---

Tammy Underwood, Mayor

ATTEST:

---

Peggy Clifton, City Clerk



## AGENDA ITEM COMMENTARY

### ITEM TITLE

Consider and take appropriate action on approval of Funding Agreement with the Texas Historical Commission pertaining to a planning grant for the former US Post Office Building (Womens Club).

### INITIATOR/STAFF INFORMATION SOURCE

Randy Criswell, City Manager

### BACKGROUND

It's my understanding that the City Council has previously approved the submission of an application for grant funding for a Planning Grant for the old US Post Office/Women's Club. If you recall, the total project cost is \$45,000, which is split equally between the Texas Historical Commission (the grant) and the City of Mineral Wells (\$22,500 each).

We've been notified that our application has been approved, so in order to proceed, we need to execute the Funding Agreement. I've attached a copy for your review.

The project initially stated it would result in development of architectural plans and specifications for addressing structural and other age/weather related issues with the building. However, I want to be sure everyone understands that \$45,000 will not result in a full set of plans and specifications for a project of this magnitude. I have had some communication with Komatsu Architecture, the selected firm, and I will probably have more information for you at the time of the meeting. If we proceed, all work will be approved by the Texas Historical Commission as well as the City, and the desire is that the result of the study will provide the necessary guidance for future efforts to repair and rehabilitate the building.

**It is staff's recommendation the Funding Agreement be approved, and that the City Manager be authorized to execute all documents necessary to proceed with the project.**

### EXHIBITS

1. TPTF-FY-2020-Funding-Agreement-Womens-Club-Former-US-PO-Bldg-Final

**ITEM NUMBER 9.**  
**MEETING DATE 10/6/2020**

**FUNDING AGREEMENT**

This Funding Agreement (“Agreement”) is entered into by and between the State of Texas, acting by and through the Texas Historical Commission (“Commission”) and the City of Mineral Wells (“Grant Recipient”), a political subdivision of the State of Texas

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties do hereby contract, covenant, and agree as follows:

**ARTICLE I  
PURPOSE**

- 1.01 The purpose of this Agreement is to provide for the administration of grant of funds for a Planning grant to the City of Mineral Wells for the Women’s Club Building/Former U.S. Post Office Mineral Wells Station project.

**ARTICLE II  
AUTHORITY**

- 2.01 This Agreement is authorized under the Texas Preservation Trust Fund Account, Texas Government Code §§442.015, et seq. (Program), and the rules promulgated thereunder at 13 Texas Administrative Code §§17.1, et seq.
- 2.02 This Agreement is subject to the Uniform Grant and Contract Management Act, Texas Government Code Chapter 783, and the Uniform Grant Management Standards, conditions and assurances promulgated thereunder by the Texas Comptroller of Public Accounts.

**ARTICLE III  
PERIOD OF THE AGREEMENT**

- 3.01 This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the completion of the project, as provided in Article V hereof, and the Commission’s final approval of such work, or until earlier terminated as provided in Article VIII hereof.

**ARTICLE IV  
GRANT OF FUNDS**

- 4.01 The amount of the grant under the Program, which is the subject of this Agreement will not exceed \$22,500. The grant of funds shall be paid to the Grant Recipient in accordance with the procedure described in Article VII hereof.
- 4.02 The Grant Recipient acknowledges matching funds are available as outlined directly below to complete the project:

Total Grant Award:	\$22,500.00
Total Required Grant Recipient's Match:	\$22,500.00
Other funds available to complete the project:	\$ <u>0.00</u>
<b>Total Project Cost:</b>	<b>\$45,000.00</b>

- 4.03 The Grant Recipient shall be responsible for contributing all matching funds at an amount not less than that specified in 4.02, unless the final project cost is less than that specified in 4.02. If the final cost is less than that specified in 4.02, there will be a commensurate reduction to each party's contribution.
- 4.04 The Grant Recipient shall be responsible for funding any non-Program eligible costs associated with the Project including any cost overruns in excess of the Project Cost Estimate, operating and maintenance expenses, or interest on borrowed funds associated with this Project.
- 4.05 The Grant Recipient shall have sufficient funds available to meet the non-state share of the cost for the project.

**ARTICLE V  
SCOPE OF WORK**

- 5.01 The parties hereby agree that the Scope of Work the Grant Recipient shall perform under this Agreement is attached as Attachment "A" and incorporated herein for all purposes ("Scope of Work"). Changes shall not be made to the Scope of Work without prior approval of the Commission and substantive changes may require bilateral amendments to this contract.

**ARTICLE VI  
GRANT RECIPIENT'S RESPONSIBILITIES**

- 6.01 The Grant Recipient shall ensure that all matters pertaining to the Project are conducted in conformance with the procedures described in the *Texas Preservation Trust Fund Planning Project Manual, A Checklist of Procedures for Selected Participants* all applicable state and federal laws, rules and regulations and the legal directives of the Commission and its staff.
- 6.02 If applicable, the Grant Recipient shall provide for the procurement of all necessary professional (e.g., architecture, engineering, archeologist and/or consultant) services related to the Project. The Grant Recipient's contract(s) for professional services shall be submitted to and reviewed by the Commission. The Grant Recipient shall provide and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications.
- 6.03 If applicable, the Grant Recipient shall ensure that planning documents, architectural plans and/or specifications for the Project shall be in accordance with the treatment for restoration, rehabilitation, reconstruction or preservation, as applicable, described in *The U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings*, 2017(36 CFR Part 68), *The U.S. Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation*, 1983, and the Texas Accessibility Standards (State Architectural Barriers Act, Texas Government Code, Chapter 469) as determined by the Commission.
- 6.04 If applicable, the Grant Recipient shall submit architectural plans, specifications and/or other planning products for the Project to the Commission for review and approval. The Grant Recipient shall make all necessary revisions to the Project as determined by the Commission.
- 6.05 The Grant Recipient shall ensure that the Project deadlines as outlined in this Agreement and in *the Texas Preservation Trust Fund Planning Project Manual, A Checklist of Procedures for Selected Participants*, are met unless an extension is approved in advance by the Commission. Extension requests shall be made in writing by the Grant Recipient at least 14 days prior to the scheduled deadline.
- 6.06 If applicable, any field changes, supplemental agreements, or revisions to the plans and specifications related to a particular phase of the Project that occur after the construction contract is awarded must be mutually agreed to by the Commission and the Grant Recipient prior to the commencement of the work related to that phase of the Project.
- 6.07 The Grant Recipient shall submit a "Project Completion Report" to the Commission upon completion of the Project and prior to final reimbursement. Two (2) hardcopies and one (1) digital copy shall be provided to the Commission. For Projects involving planning only, a draft plan shall be provided to the Commission for review and comment prior to the completion of the planning report. The Grant Recipient shall allow approximately 30 days

from date of receipt for the Commission to respond with comments and allow adequate time for the incorporation of those comments and any additional research required to complete the product prior to the project completion deadline. The Grant Recipient shall make all necessary revisions to the planning report as determined by the Commission.

- 6.08 The Grant Recipient shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
- 6.09 The Grant Recipient shall not dispose of or encumber its title or other interests in the site and facilities during the period of state interest without the written consent of the Commission.
- 6.10 The Grant Recipient shall comply with Title VI of the Civil Rights Act of 1964 [42 USC 2000(d)], and the American's with Disabilities Act of 1990, in that no person in the United States shall, on the ground of race, religion, color, disability, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives financial assistance and will immediately take any measures necessary to effectuate this agreement.
- 6.11 The Grant Recipient of a Acquisition Grant shall agree to repay the State of Texas the full amount of the Texas Preservation Trust Fund Grant if the purchased property, wholly or in part, is sold within one year of the date of the purchase assisted with said Texas Preservation Trust Fund Grant.

## **ARTICLE VII REIMBURSEMENT**

- 7.01 The Grant Recipient shall be reimbursed for costs and expenses incurred to perform the work related to the Project by submitting to the Commission documentation showing that such costs and expenses have been paid. Reasonable, allowable, and allocable costs incurred by the Grant Recipient, after the Grant Recipient has obtained written authorization from the Commission to incur such costs, shall be eligible for reimbursement at an amount not to exceed the stated maximum of the eligible authorized costs. Documentation for costs and expenses shall amount to twice the amount for which the Grant Recipient is requesting reimbursement. The Commission shall reimburse the Grant Recipient for such expenses and costs in accordance with the State Prompt Payment Law after the Grant Recipient submits the documentation required hereunder.
- 7.02 Only costs and expenses identified as eligible by the Commission shall be eligible for reimbursement in accordance with Article VII hereof. Notwithstanding, the parties agree that costs may be shifted between budget categories with written approval from the Commission.
- 7.03 Documentation necessary for reimbursement of Project costs and expenses shall include a

completed and signed Request for Reimbursement Form; verification of each cost presently claimed; verification of each corresponding payment; and, appropriate documentation for all in-kind match work or donations if applicable.

- 7.04 For each reimbursement request, reimbursement of all eligible Project costs and expenses shall be made by the Commission on a one-to-one match of local to state dollars. This means for every two dollars spent on approved Project costs, one dollar of state grant money will be reimbursed to the Grant Recipient.
- 7.05 The Grant Recipient may request an interim reimbursement after the award of contract and submission of proof of all incurred allowable expenses in increments of at least \$2,500 or at least 10 percent of the total project cost, whichever is lesser; or according to a schedule as determined by the executive director of the Commission. If interim reimbursements are requested 10 percent of the grant allocation will be retained for the final payment.
- 7.06 The deadline to incur project expenses and make final application for payment is September 30, 2021. **If an extension is needed, a written request by the Grant Recipient must be received by the THC at least 14 business days prior to the September 30 deadline.**

#### **ARTICLE VIII TERMINATION**

- 8.01 This Agreement may be terminated prior to completion of the Project by mutual consent and agreement in writing signed by all parties.
- 8.02 In addition, this Agreement may be terminated by either party upon the failure of the other party to fulfill the obligations set forth in this Agreement. If an event of termination is based on a material breach of the obligations of a party under this Agreement, then the party seeking termination shall notify the party of such breach and provide such party a reasonable period of time, which shall not be less than thirty (30) days, to cure such breach. If the breach is cured within the time permitted, no termination shall occur. Otherwise, this Agreement shall terminate after the period to cure the breach has expired. Any cost incurred due to such a breach of contract shall be paid by the breaching party.
- 8.03 If the Grant Recipient withdraws from the Project after this Agreement is executed, but prior to completion of the Project, all previously reimbursed Project costs shall be repaid to the Commission by the Grant Recipient within sixty (60) days of termination.
- 8.04 The termination of this Agreement shall extinguish all rights, duties, obligations, and liabilities of either party under this Agreement except any repayment provisions, the inspection provisions under Article XVIII, and any provisions regarding confidentiality, indemnification, transition, records, audit, property rights, dispute resolution, invoice and costs or fees verification.

#### **ARTICLE IX AMENDMENTS**

9.01 This Agreement is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Agreement shall be in writing and signed by all parties hereto prior to the ending date hereof. Any other attempted changes, including oral modifications, written notices that have not been signed by both parties, or other modifications of any type, shall be invalid.

**ARTICLE X  
NOTICES**

10.01 All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U. S. Mail, postage prepaid or sent by electronic mail, (electronic notice being permitted to the extent permitted by law but only after a separate written consent of the parties), addressed to such parties at the following addresses:

Commission: Texas Historical Commission  
Post Office Box 12276  
Austin, Texas 78711

Grant Recipient: City of Mineral Wells  
211, SW 1<sup>st</sup> Avenue  
Mineral Wells, TX 76067

**ARTICLE XI  
SEVERABILITY**

11.01 In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**ARTICLE XII  
RESPONSIBILITIES OF PARTIES**

12.01 The Commission and the Grant Recipient agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**ARTICLE XIII  
OWNERSHIP OF DOCUMENTS**

13.01 Upon completion or termination of this Agreement, all documents prepared by either party shall remain the property of such party. All documents and data prepared under this Agreement shall be made available to the Commission without restriction or limit on their

further use.

**ARTICLE XIV  
COMPLIANCE WITH LAWS**

- 14.01 The parties hereof shall comply with all applicable Federal, State, and Local laws, statutes, ordinances, rules, and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement. When required, either party shall furnish satisfactory proof of their compliance with such requirements stated above.

**ARTICLE XV  
LIMITATION OF LIABILITY**

- 15.01 The Commission shall not be liable for any direct or consequential damages to Grant Recipient or any third party for any act or omission of the Grant Recipient in the performance of this Agreement. The Commission shall neither indemnify nor guarantee any obligation of the Grant Recipient.

**ARTICLE XVI  
DISPUTE RESOLUTION**

- 16.01 The dispute resolution process provided for in Government Code Chapter 2260 shall be used, as further described herein, by the parties to attempt to resolve any claim for breach of this Agreement made by either party.
- 16.02 A claim by the Grant Recipient for breach of this Agreement that cannot be resolved between the parties in the ordinary course of business shall be submitted to the negotiation process provided in Government Code Chapter 2260, Subchapter B. Compliance by Grant Recipient with Government Code Chapter 2260, Subchapter B is a condition precedent to the filing of a contested case proceeding under Government Code Chapter 2260, Subchapter C.
- 16.03 The contested case process provided in Government Code Chapter 2260, Subchapter C is Grant Recipient's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by Commission if the parties are unable to resolve their disputes under this Article XVII.
- 16.04 Compliance with the contested case process as provided in Article 16.02 hereof is a condition precedent to seeking consent to sue from the Texas Legislature under Civil Practices and Remedies Code Chapter 107. Neither the execution of this Agreement by the Commission nor any other conduct of any representative of Commission relating to the Agreement shall be considered a waiver of sovereign immunity to suit.
- 16.05 The submission, processing, and resolution of any claim by Grant Recipient hereunder is



governed by 13 Texas Administrative Code Part 2 § 11.22, adopting by reference 1 Texas Administrative Code Part 3 §§68.1, et seq., now and as hereafter amended.

- 16.06 Neither the occurrence of an event alleged to constitute breach of this Agreement nor the pendency of a claim constitute grounds for the suspension of performance by the Grant Recipient, in whole or in part.

**ARTICLE XVII  
SOLE AND ENTIRE AGREEMENT**

- 17.01 This Agreement constitutes the sole and entire agreement between the parties and supersedes any prior understandings or written or oral agreements with respect to the Project or the grant of award funds under the Program.

**ARTICLE XVIII  
INSPECTION OF BOOKS, RECORDS, AND WORK**

- 18.01 The parties to this Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the Commission, the Grant Recipient, and the Comptroller, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of the work defined under this Agreement or until any impending litigation, or claims are resolved. Additionally, the Commission, the Grant Recipient, and the Comptroller and their duly authorized representatives shall have access to all the governmental records that are directly applicable to the Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The Commission may, during normal business hours, inspect the work on the Project undertaken through this Agreement.

**ARTICLE XIX  
SIGNATORY WARRANTY**

- 19.01 The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

**ARTICLE XX  
TEXAS REQUIRED CONTRACT TERMS**

- 20.1 The undersigned affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this contract, neither I nor any representative of the Grant Recipient has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (2) and in connection with this contract, neither I nor any representative of the Grant Recipient have violated any federal antitrust law.
- 20.2 Under Section 231.006 of the Family Code, the Grant Recipient is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be

terminated, and payment may be withheld if this certification is inaccurate.

- 20.3 The Grant Recipient has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the contract.
- 20.4 The Grant Recipient agrees that any payments due under the Agreement shall be applied towards any debt or delinquency that is owed to the State of Texas.
- 20.5 GRANT RECIPIENT SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE COMMISSION, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF GRANT RECIPIENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER SUPPLIERS OF SUBCONTRACTOR, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY GRANT RECIPIENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND GRANT RECIPIENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. GRANT RECIPIENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.
- 20.6 Under Section 2155.0061 of the Texas Government Code, the Grant Recipient certifies that it is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.
- 20.7 The contract is subject to termination or cancellation, without penalty to the Commission, either in whole or in part, subject to the availability of state funds.
- 20.8 The Grant Recipient certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
- 20.9 In accordance with Section 669.003 of the Texas Government Code, relating to contracting with the executive head of a state agency, the Grant Recipient certifies that it is not (1) the executive head of the Commission, (2) a person who at any time during the four years before the date of the contract was the executive head of the Commission, or (3) a person who employs a current or former executive head of the Commission.
- 20.10 The Grant Recipient represents and warrants that all statements and information prepared and submitted in this document are current, complete, true, and accurate. Submitting a Response with a false statement or material misrepresentations made during the

performance of a contract is a material breach of contract and may void the contract.

- 20.11 Under Section 2155.004(b) of the Texas Government Code, the Grant Recipient certifies that it is not ineligible to receive the specified contract and acknowledges that the contract may be terminated, and payment withheld if this certification is inaccurate.
- 20.12 The Grant Recipient represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152 of the Texas Government Code.
- 20.13 The Grant Recipient represents and warrants that the provision of goods and services or other performance under the contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety.
- 20.14 Under Sections 2155.006 and 2261.053 of the Texas Government Code, the Grant Recipient certifies that the it is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.
- 20.15 Information, documentation, and other material in connection with this Solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, the Grant Recipient is required to make any information created or exchanged with the State pursuant to the contract, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.
- 20.16 The Grant Recipient represents and warrants that the individual submitting this document and the documents made part of this contract is authorized to sign such documents on behalf of the Grant Recipient and to bind the Grant Recipient under this contract.
- 20.17 The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- 20.18 The Grant Recipient certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

20.19 The contract shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the contract is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the Commission.

IN WITNESS WHEREOF, this Agreement is executed in duplicate originals as of the dates herein below.

**TEXAS HISTORICAL COMMISSION**

**CITY OF MINERAL WELLS**

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

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

Mark Wolfe  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Title: Executive Director  
\_\_\_\_\_

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

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

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



**Attachment A**  
**Scope of Work**  
**Women's Club/Former**  
**U.S. Mineral Wells Post office**  
**Palo Pinto County**

**Scope of Work**  
**Women's Club/Former U.S. Mineral Wells Post office**

The exterior façade elements show signs of weathering and deterioration including cracks, missing pieces, biological growth, and dark staining. Structural shifting is also evident. Grant funds will be used to further investigate the condition of the building to understand the main sources of deterioration and develop architectural drawings and specifications based on the Secretary of the Interior's Standards, so that the City of Mineral Wells can prioritize and plan for the rehabilitation of the building in the near future. Komatsu Architecture with assistance from structural consultant, RL Woods & Associates, have been proposed to carry out this project.

Preliminary investigations indicate that the most pressing issue is the deterioration and structural shifting of the exterior masonry. A significant foundation shift is apparent at the Southeast corner of the building, possibly due to the shifting of the hillside just to the east of the site. A retaining wall was constructed to alleviate the pressure at some point but does not appear to have mitigated the compressive forces. The masonry facade elements, primarily on the South elevation, are visibly under stress and failure due to this shift. The adjacent window openings are distorted, which has broken the header and sill stone components. Differential cracks in the brick are evident. The cast stone column capitals on either side of the main entrance on the South facade have lost their large cantilevered corner sections. Continued stress may fracture the rest of the cast stone and transfer to the plaster and brick core columns. It is probable that the pressure exerted on the building from the foundation shift at corner is transferring laterally through the South front façade, resulting in the cracking and loss of material. The East and West facades also show signs of stress.

The underlying structural issues causing the deterioration are compromising the safety of the building occupants. The stresses causing the masonry issues must be alleviated or continued fracturing of natural stone, cast stone, and brick components will occur. The cast stone capitol blocks are a safety hazard due to their height and proximity to the building's front pedestrian walkways. Loss of these features represent significant loss of the existing integrity impacting its design as well as the material and structural loss. The location of the affected components poses a safety hazard for the normal occupancy access of the building. The site foundation shift at the Southeast corner is collapsing the corner into the building, shifting the front facade at basement, first, and second floors.

In addition to the major issues, the exterior of the building is also showing signs of typical weathering. The facades are brick covered in stucco with cast stone decorative elements. Most of the components are showing signs of biological growth and atmospheric staining. On the interior of the building, the movement in the foundation has caused the floor to heave in the basement workroom at the southwest corner. The space is used as storage as it is unusable by the public. Water infiltration is also apparent in several spaces throughout the building, especially on the second floor.

It appears that water is entering the spaces along the top edge of the ceiling causing the plaster to spall and disintegrate.

Other architectural issues that will be evaluated during this process include general weathering of the masonry, damage to original windows, plaster, mortar joints, adjacent site flatwork, and the existing roof drainage system that has fallen into disrepair and appears to be contributing to the foundation issues.

**BUDGET FORM FOR AN ARCHITECTURE PLANNING PROJECT**

**Property Name:** Women’s Club Building / Old US Post Office  
**City/County:** Mineral Wells / Palo Pinto  
**Address:** 211 SW 1st Avenue

**ARCHITECTURE PLANNING PROJECT**

Please provide a cost only for those categories that pertain to your project, and put “N/A” where a category does not apply. Then, in the spaces provided, specify what work is being done within each applicable category.

<b>WORK CATEGORY</b>	<b>GRANT FUNDS REQUESTED</b>	<b>OTHER FUNDS (IF ANY)</b>	<b>TOTAL COST</b>
1. Historic Structure Report N/A	\$	\$	\$
2. Master Plan N/A	\$	\$	\$
3. Feasibility Study N/A	\$	\$	\$
4. Architectural Plans And Specifications	\$ 22,500	\$ 22,500	\$ 45,000
5. Professional Fees (specify) N/A	\$	\$	\$
6. Photography N/A	\$	\$	\$
7. Publication Costs of Final Report (three copies) (INCLUDED IN FEES ABOVE)	\$	\$	\$
8. Other (describe) N/A	\$	\$	\$
<b>TOTAL ARCHITECTURE PLANNING PROJECT COSTS</b>	\$	\$	\$ 45,000

**\* If applicable to the project budget, administrative fees and/or indirect costs are limited to a maximum of 15% of the total project cost.**



## AGENDA ITEM COMMENTARY

### ITEM TITLE

Consider and take appropriate action on report from staff pertaining to the use of CARES Act funds.

### INITIATOR/STAFF INFORMATION SOURCE

Randy Criswell, City Manager

### BACKGROUND

As we discussed a few weeks ago, Mineral Wells is eligible to receive a substantial amount of CARES Act funding, distributed as the CRF (Coronavirus Relief Fund). Our total allocation is \$921,225.

On July 8, you approved placing orders for an ambulance and a DECON truck, and also reviewed a list of other possible purchases and uses. We have attached a report that describes how the funds have been utilized up to this point.

We still have money available, and we wanted to brief the Council on options for how to commit those dollars. As you can see from the attached information, as of today, there is approximately \$237,800 remaining.

There are three or four viable options as I see it, with two very simple ones: economic development and payroll, but there could be other uses as well.

Economic Development - Up to 25% of the total allotment can be used for small business assistance, similar to what we're doing with our Small Business Emergency Loan Program. We could, if you elected, pay for our SBEL program with CARES Act money. This is about \$237,000 max.

Payroll reimbursement for Public Safety and Public Health employees, which currently totals over \$971,000.

I look forward to the discussion. For now, I think the single biggest question is whether or not the Council wishes to use any of the money for economic development purposes.

### EXHIBITS

1. CARES Act Report Oct 2020
2. Cares Act FD-EMS Report Oct 2020
3. FD-CHIEF\_008619 (003)
4. Carrington\_Coleman\_memo\_re\_publicsafety\_Oct 2020
5. IR\_CityManager\_CARES\_PDNeeds\_100120

**ITEM NUMBER 10.**  
**MEETING DATE 10/6/2020**

## CARES Act/Coronavirus Relief Fund (CRF)

**Total allocation to Mineral Wells            \$951,225.00**

Approved for purchase on July 8, 2020 (these items are in construction)

- Braun Ambulance                            \$388,986.00
- DECON Truck                                 \$ 61,836.00
- Total these two units    \$450,822.00**

Other purchases to date:

- 2 cardiac monitors and 1 cot            \$84,370.38
- CAD Computers                             \$77,170.00
- 2 temp scanning kiosks                 \$ 6,500.00
- 2 AMBU Stat                                 \$ 6,031.62
- Decon shower                               \$ 2,757.39
- 4 EMS Bags                                 \$ 1,459.60
- Canopy for Decon                         \$ 230.57
- Overtime reimbursement               \$ 60,000.00 (proposed)
- Total other purchases    \$238,519.56**

**Total spent or committed to date:        \$689,341.56**

**Amount remaining to commit:             \$261,883.44**

Eligible options for remainder of funds

- Economic Development (small business loans) - max 25% of total            \$237,806.25
- Payroll expenses for Public Health and Public Safety employees            \$971,643.51
- Chevy Tahoe Police Pursuit Vehicle     \$ 51,225.89
- Four (4) Ford Interceptor Police Vehicles     \$145,016.00
- Replace public safety radios (20 mobiles, 20 handhelds)                             \$ 65,474.80

## Mineral Wells Fire/EMS Cares and State Deployment Breakdown

### Overview:

To assist in the understanding the current situation of Mineral Wells Fire/EMS current budget, Corona Relief Fund (CFR) status, and State deployment reimbursement through NCTTRAC (North Central Texas Trauma Regional Advisory Council).

### Corona Relief Fund:

The Corona Relief Fund (CRF) was passed down to TDEM (Texas Department of Emergency Management). TDEM came up with a specific algorithmic way of determining on how much money would be allotted to each individual county and city in the State of Texas. The allocation for Mineral Wells being a total of \$951,225.00. To accept these monies there are stipulations that it must be spent on the mitigation efforts of the Corona Virus. (Specific rules and regulations are available upon request.)

On June 20, 2020, The City of Mineral Wells entered into an agreement with TDEM (Texas Department of Emergency Management). Mayor Ms. Tammy Underwood signed the deposit form allowing the City of Mineral Wells to receive the initial 20% of the CRF. The amount received was \$190,245.00. The funds were placed in a separate bank account, because we did not want the funds to be mixed in with the General fund which is not allowed by the terms of the CRF. The remaining amount of money not collected at this moment totals to be \$760,980.00. The following is a simple breakdown of the current status of the CRF.

<u>Date:</u>	<u>Status of submission:</u>	<u>Requester:</u>	<u>Amount:</u>
06/30/2020	Completed	Mayor Underwood	\$190,245.00
09/23/2020	Pending Council Approval	Fire/EMS	\$760,980.00
		<b>Total:</b>	<b>\$951,225.00</b>

The CRF have already been being used to purchase items to mitigate to Corona Virus. The following are items purchased or to be purchased upon arrival.

<u>Item:</u>	<u>Amount:</u>	<u>Date Purchased:</u>	<u>Status:</u>	<u>\$951,225.00</u>
1 Braun Ambulance	\$388,986.00	Agreed 07/08/2020	Being built	\$562,239.00
2 Cardiac Monitors and 1 Cot	\$84,370.38	08/04/2020	In service	\$477,868.62
CAD Computers	\$77,170.00	07/22/2020	In Service	\$400,698.62
1 DECON Truck	\$61,836.00	Agreed 07/08/2020	Being Built	\$338,862.62
2 Temp Scanning Kiosk	\$6,500.00	09/09/2020	In Service	\$332,362.62
2 AMBU Stat	\$6,031.62	07/21/2020	In Service	\$326,331.00
1 DECON Shower	\$2,757.39	08/04/2020	In Service	\$323,573.61
4 EMS Bags	\$1,459.60	08/04/2020	In Service	\$322,114.01
1 Canopy for DECON	\$230.57	08/04/2020	In Service	\$321,883.44
Overtime Reconcile	\$60,000.00	09/24/2020	TBD	\$261,883.44

- **\$261,883.44 Remainder of CRF**

## **State Deployment Update:**

Mineral Wells Fire/EMS deployed four different occasions for the State of Texas. Reimbursement is in process and the following of the monetary status:

<b><u>Mission:</u></b>	<b><u>Dates:</u></b>	<b><u>Amount Charged:</u></b>	<b><u>Amount Cleared by City:</u></b>	<b><u>Status:</u></b>
COVID Starr County	07/07 to 07/19	\$46,969.15	\$26,083.45	Paid 09/24/2020
COVID Hidalgo County	07/20 to 07/24	\$18,297.70	\$10,098.71	Pending Payment
COVID Hidalgo County	07/25 to 07/29	\$18,895.06	\$9,717.12	Pending Payment
Hurricane Laura	08/24 to 09/01	\$16,973.17	\$8,223.10	Approved
<b>Totals:</b>	<b>09/24/2020</b>	<b>\$101,135.08</b>	<b>\$54,122.38</b>	

Probably like most Fire/EMS companies across the country, we are over our budget line. With some of the items out of our control we would like to show some ways that we are trying to make up for our overage on the budget.

<b><u>Title:</u></b>	<b><u>Amount:</u></b>	<b><u>Budget Item:</u></b>
CRF	\$60,000.00	Overtime
State Deployments	\$54,122.38	Overtime
HHS Stimulus Payment	\$20,697.14	Resale
Ambulance Supplement Overage	\$30,000.00	All other
<b>Total:</b>	<b>\$164,819.52</b>	

- Overtime line item is over budget: \$107,617.88
- EMS Resale Item is over budget: \$13,800.39
- Total of overages above: \$121,418.27

***Some CRF items are already being taken out of our current budget, which reflects a negative balance.***

# REIMBURSEMENT REQUEST

REQUIRED DOCUMENTS for the Coronavirus Relief Fund



**TDEM**  
THE TEXAS A&M UNIVERSITY SYSTEM

## All Claims will require a Payment of Funds Request Form (Claim Summary):

- ✓ This document includes a summary of total cost per Coronavirus Relief Fund cost category being claimed by the Applicant, in addition to a signature block section
- ✓ To download the template, click here: <https://grants.tdem.texas.gov/site/Forms.cfm>
  - Scroll to the "Coronavirus Relief Fund (CRF) Forms" section.
  - Click on the "Payment of Funds Request Form (CRF Awards Only)" link.
  - The template will automatically download.

## LABOR COSTS

**A. Public Health and Public Safety – As defined by Treasury guidance dated 9/2/2020:** Public safety employees would include police officers (including state police officers), sheriffs and deputy sheriffs, firefighters, emergency medical responders, correctional and detention officers, and those who directly support such employees such as dispatchers and supervisory personnel. Public health employees would include employees involved in providing medical and other health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions, and other support services essential for patient care (e.g., laboratory technicians) as well as employees of public health departments directly engaged in matters related to public health and related supervisory personnel

- ✓ Claim Summary (referenced above)
- ✓ Payroll Policy
- ✓ Payroll Register
- ✓ Employee roster detailing employee's titles and departments
  - *Should include the employee's pay rate and fringe benefit rate*

### B. Other Employees

- ✓ Claim Summary (referenced above)
- ✓ Payroll Policy
- ✓ Payroll Register
- ✓ Employee roster detailing employee's titles and departments
  - *Should include the employee's pay rate and fringe benefit rate*
- ✓ Documentation detailing the specific tasks performed to respond to COVID-19
  - *i.e. Timesheet with details of tasks, duties, or responsibilities*
  - *If a timesheet lacks this information, a separate supplementary list can be assembled and included*

**C. For Hazard Pay Claims,** provide documentation that proves that an employee was performing a hazardous duty or work involving physical hardship that in each case is related to COVID-19.

# REIMBURSEMENT REQUEST

REQUIRED DOCUMENTS for the Coronavirus Relief Fund



**TDEM**  
THE TEXAS A&M UNIVERSITY SYSTEM

## EQUIPMENT COSTS

### A. Public Health and Public Safety related equipment – i.e. police car, ambulance, etc.

- ✓ Claim Summary (referenced above)
- ✓ Equipment log detailing the hours and associated rate that matches the claim
  - *This can be based on hours or mileage*
- ✓ Documentation supporting the applicant's ownership of the equipment

### B. Other equipment

- ✓ Claim Summary (referenced above)
- ✓ Equipment log detailing the hours and associated rate that matches the claim
  - *This can be based on hours or mileage*
- ✓ Documentation supporting the applicant's ownership of the equipment
- ✓ Documentation detailing the specific task related to COVID-19

## MATERIALS

### A. Claim Summary (referenced above)

### B. Invoice or receipt for each expense claimed and the related purchase order, if applicable

### C. Proof of payment for each expense claimed

- ✓ Either a cancelled check or bank statement (if paid electronically)

## CONTRACT COSTS AND RENTALS

### A. Claim Summary (referenced above)

### B. Finalized contract signed and agreed to by both parties, as well as supporting schedules and any subsequent contract modifications

### C. Invoice or receipt for each expense claimed

### D. Proof of payment for each expense claimed

- ✓ Either a cancelled check or bank statement (if paid electronically)



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**Carrington Coleman CRF IQ Series**  
***Treasury Simplifies Recordkeeping for Payroll Costs***

September 22, 2020

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Overview

The US Treasury Office of Inspector General (“OIG”), the audit officials responsible for monitoring the Coronavirus Relief Fund (“CRF”), issued Frequently Asked Questions (“FAQs”) on August 28 that seemed to contradict Treasury’s initial Guidance concerning the eligibility of payroll expenses for public health and public safety employees.

Subsequently, eight state and local organizations penned a letter to OIG seeking clarification and resolution to the conflicting guidance, especially as the September 21 quarterly-reporting deadline approached.

Yesterday, on September 21, OIG released revised FAQs correcting their earlier guidance on August 28, returning to a reading consistent with Carrington Coleman’s Per Se Rule advice.

Carrington Coleman’s Per Se Rule

The Per Se Rule was derived from Treasury’s initial Guidance and FAQs, which stated that payroll for employees “substantially dedicated” to mitigating COVID-19 was an eligible expenditure, that public health and public safety employees were presumed to be “substantially dedicated,” and therefore public health and public safety payroll was eligible.

Additionally, this presumption was granted for administrative convenience, meaning these entire departments were eligible under the Per Se Rule, without the need to test or analyze the day-to-day change in job function for these employees.

On top of this, the supporting documents needed to establish these eligible costs were simple-standard payroll records and account ledgers demonstrating payment using CRF funds.

Confusion Created in August 28 FAQs

OIG released FAQs on August 28 that attempted to narrow the scope of the Per Se Rule, leaving local government officials to make determinations based on vague and conflicting guidance.



Based on released reporting describing how state and local governments were allocating their CRF funds, payroll costs for public health and public safety employees are an overwhelmingly popular expenditure category.

Because of resulting inconsistency and confusion, eight national organizations wrote to the OIG asking them to confer with Treasury and reconsider their August 28 FAQs.

#### September 21 Resolution

On the afternoon of September 21, OIG released updated FAQs clarifying their position on the eligibility and documentation requirements for public health and public safety payroll. FAQs 70 – 72 explain local governments “do not have to demonstrate/substantiate that a public health or public safety employee’s function or duties were substantially dedicated to mitigating COVID-19” thereby re-establishing Treasury’s presumption that these employees are substantially dedicated.

These FAQs also state that local governments “are not required to perform an analysis or maintain documentation of the substantially dedicated conclusion for payroll expenses of public health and public safety employees.”

It also reaffirms that these expenses, even if previously budgeted for in the FY 2020 budget, are eligible CRF expenditures.

#### Takeaways

Payroll for public health and public safety employees, dating back to March 1 and extending through December 30, is the most efficient and best use of CRF funds in many instances.

Reduced recordkeeping and generally large payroll costs make the Per Se Rule particularly powerful.

#### Carrington Coleman

Carrington Coleman’s CRF Solutions Team is fully dedicated to advising CRF recipients on various issues, including the Per Se Rule and structuring the optimal CRF ecosystem.

<https://www.ccsb.com/>

Through the Carrington Coleman CRF IQ series, the firm is committed to providing important updates to recipients of CRF funds. Please direct inquiries to

Bruce Hendrick	(214) 855-3033	<a href="mailto:bhendrick@ccsb.com">bhendrick@ccsb.com</a>
Ted Harrington	(214) 855-3115	<a href="mailto:tharrington@ccsb.com">tharrington@ccsb.com</a>

### More Information

Treasury Guidance (Last updated September 2, 2020)

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

Treasury FAQs (Last updated September 2, 2020)

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

OIG FAQs Relating to Reporting and Recordkeeping (OIG-CA-20-028, released 8/28/2020)

[https://mcusercontent.com/5fdaa92d88375a474b912b0f3/files/2db6f12a-a910-44a9-88dd-c040c709452f/Treasury\\_OIG\\_CRF\\_FAQs\\_Final.pdf](https://mcusercontent.com/5fdaa92d88375a474b912b0f3/files/2db6f12a-a910-44a9-88dd-c040c709452f/Treasury_OIG_CRF_FAQs_Final.pdf)

OIG FAQs Relating to Reporting and Recordkeeping (OIG-CA-20-028 REVISED 9/21/2020)

<https://www.treasury.gov/about/organizational-structure/ig/Pages/CARES-Act-Reporting-and-Record-Keeping-Information.aspx>



*CITY OF*  
**MINERAL WELLS**

*Police Department*

AGENDA MEMORANDUM

**TO:** Randy Criswell, City Manager  
**DATE:** October 2, 2020  
**BY:** Dean A. Sullivan, Police Chief  
**SUBJECT: CARES ACT FUNDING REIMBURSEMENT – PD NEEDS**

**SUMMARY:** Identified, unfunded needs that could be fulfilled upon receipt of CARES Act Funding for reimbursement of expenditures during the COVID-19 pandemic.  
[Police/Fire Radio Communications Replacement Equipment (20 units): \$65,474.80;  
Police Fleet Vehicles (4 Patrol units and 1 Command vehicle): \$196,241.89;  
TOTAL: \$261,716.69]

**BACKGROUND and DISCUSSION:**

The Department had several budgetary needs identified as capital items which were reclassified to future items due to increased expenditures during the COVID-19 pandemic. In response to the request for additional departmental needs, previously postponed or pushback, the following is submitted:

- **Police/Fire Radio Communications Equipment (20 units) - \$65,474.80**  
Replace 10 handheld and 10 vehicle mobile radios in deployment. The current radio infrastructure is aging (most in excess of 10 years old) and are in need of replacement. Both departments have been conservative, only replacing those radios that became unrepairable and cannibalizing radio components and associates parts to maintain essential radio communications in the field. This need, if satisfied, would replace the remaining units that have not been updated due to funds availability. This item had been moved back and postponed for future consideration.
- **Police Fleet Vehicles (5 units) - \$196,241.89**  
Replaces the last 4 units (2012/2014 Dodge Chargers) with new Ford Explorer and completes the Fleet Backfill proposal to extend the fleet life of Police Vehicles. The last 4 Dodge Chargers in the Police Fleet all experienced internal motor issues shortly after the beginning of the FY19/20 budget year. As a result, the Ford Explorer vehicles from School Resource Officers and Detectives were moved into Patrol to maintain response readiness. The 4 units purchased in the current fiscal year are to be

deployed back to the previous support roles. The final 4 units requested will complete the Police Vehicle Fleet replacement program (2015) and move the Patrol Fleet replacement cycle out to 7 years, as previously proposed. The Command Vehicle requested will replace the last 2005 Ford pickup (169,000 miles) in Patrol. This item had been moved back and postponed for future consideration following the COVID-19 Ford Motor Company plant shutdown and delay of receipt of the current replacements (Ordered: October 2019; Delivered: September 2020).

NOTE: The items listed above are from the Police Budgetary Needs Assessment and most closely fit the criteria and total funding available amount discussed. There are still several unfunded needs in the Police Department, particularly a facility, that were not presented for consideration in this proposal.

Recommendation: Staff recommends approval when CARES Act funds are received and as deemed appropriate by City Council.

**FISCAL IMPACT:**

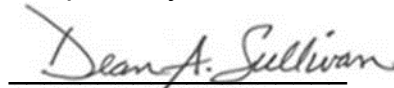
Operating       Revenue       Capital       Not Applicable

<b>FY: 20-21</b>	<b>Current Year</b>	<b>Proposed</b>	<b>TOTAL</b>	
<b>GF Revenues</b>				
<b>CARES</b>	<b>\$261,883</b>		<b>\$262,000</b>	Balance
<b>GF Expenditure</b>				
2000-5706		\$65,474.80	(\$65,474.80)	Capital Equip
2000-5708		\$196,241.89	(\$196,241.89)	Capital Vehicles
<b>BALANCE</b>	<b>\$261,883</b>	<b>\$261,716.69</b>	<b>\$&lt;200</b>	

**ATTACHMENTS:**

- Bid Estimate: Police/Fire Radio Communications (American Communications)
- Bid Estimate: Police Fleet Vehicles (Defender Supply)

Respectfully:



Dean A. Sullivan  
Chief of Police

## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE**

Consider and take appropriate action on approval of the City of Mineral Wells Investment Policy.

### **INITIATOR/STAFF INFORMATION SOURCE**

Randy Criswell, City Manager

### **BACKGROUND**

In accordance with the Public Funds Investment Act, the Investment Policy of the city is to be reviewed and approved annually and an ordinance or resolution is to be adopted stating the review has been completed and any changes are thereby approved as well.

As I'm sure you're aware, the key components of the policy are Safety, Liquidity, and Yield. Our policy has recently been revised slightly by our consultants at Valleyview Consulting, with no substantive changes.

As a matter of information, the PFIA is pretty strict about the use of public funds, and really doesn't allow for much risk at all. Our money is typically held in CD's, Money Market Accounts, or one of the Investment Pools.

It is staff's recommendation that the resolution be approved.

### **EXHIBITS**

1. Investment Policy 2020 08 12 MW Proposed

**ITEM NUMBER 11.**  
**MEETING DATE 10/6/2020**

**RESOLUTION 2020 –**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MINERAL WELLS, TEXAS, ADOPTING THE CITY OF MINERAL WELLS INVESTMENT POLICY ATTACHED HERETO AS EXHIBIT "A"; DECLARING THAT THE CITY COUNCIL HAS COMPLETED ITS REVIEW OF THE INVESTMENT POLICY AND INVESTMENT STRATEGIES OF THE CITY AND THAT EXHIBIT "A" RECORDS ANY CHANGES TO EITHER THE INVESTMENT POLICY OR INVESTMENT STRATEGIES; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, in accordance with the Public Funds Investment Act, Chapter 2256, TEX. GOVERNMENT CODE, the City Council of the City of Mineral Wells, Texas by resolution adopted an investment policy; and

**WHEREAS**, Section 2256.005, Tex. Government Code requires the City Council to review the investment policies and investment strategies not less than annually and to adopt a resolution or order stating the review has been completed and recording any changes made to either the investment policies or investment strategy.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MINERAL WELLS, TEXAS:**

SECTION 1. That the City of Mineral Wells Investment Policy attached hereto as Exhibit "A" be and the same is hereby adopted and shall govern the investment policies and investment strategies for the City, and shall define the authority of the Investment Officer(s) of the City from and after the effective date of this resolution.

SECTION 2. That the City Council of the City of Mineral Wells has completed its review of the investment policies and investment strategies and any changes made to either the investment policies or investment strategies are recorded in Exhibit "A" hereto.

SECTION 3. That all provisions of the resolutions of the City of Mineral Wells, Texas, in conflict with the provisions of this resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this resolution shall remain in full force and effect.

SECTION 4. That should any word, sentence, paragraph, subdivision, clause, phrase or section of the resolution be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said resolution which shall remain in full force and effect.

SECTION 5. That this resolution shall become effective immediately from and after its passage.

**DULY RESOLVED AND ADOPTED** by the City Council of the City of Mineral Wells, Texas, on this the 6<sup>th</sup> day of September, 2020.

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Tammy Underwood, Mayor

ATTEST:

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Peggy Clifton, City Clerk

## **Exhibit A City of Mineral Wells Investment Policy**

### **ARTICLE I** **PURPOSE AND NEED FOR POLICY**

Chapter 2256 of the Texas Government Code, as amended from time to time by the Texas State Legislature ("Public Funds Investment Act" or "PFIA") requires each city to adopt rules governing its investment practices and to define the authority of the Investment Officer(s). The Investment Policy addresses the methods, procedures and practices which must be exercised to ensure effective and prudent fiscal management of City funds.

### **ARTICLE II** **SCOPE**

The Investment Policy applies to the investment and management of all funds under direct authority of the City.

- A. These funds are accounted for in the City's Annual Financial Report and include the following:
- (1) The General Fund;
  - (2) Special Revenue Funds;
  - (3) Capital Project Funds;
  - (4) Enterprise Funds;
  - (5) Mineral Wells Community Development Corporation;
  - (6) Trust and Agency Funds, to the extent not required by law or existing contract to be kept segregated and managed separately;
  - (7) Debt Service Funds, including reserves and sinking funds to the extent not required by law or existing contract to be kept segregated and managed separately; and
  - (8) Any new fund created by the City unless specifically exempted from this policy by the City or by law.

This Investment Policy shall apply to all transactions involving the financial assets and related activity of all the foregoing funds.

- B. This policy excludes:
- (1) Employee Retirement and Pension Funds administered or sponsored by the City.
  - (2) Defeased bond funds held in trust escrow accounts.

C. Review and Amendment



The City Council is required by state statute and by this Investment Policy to review this Investment Policy and investment strategies not less than annually and to adopt a resolution or an ordinance stating the review has been completed and recording any changes made to either the policy or strategy statements.

### **ARTICLE III** **PRUDENCE**

Investments shall be made with judgment and care, under prevailing circumstances, that a person of prudence, discretion, and intelligence would exercise in the management of the person's own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.

In determining whether an Investment Officer has exercised prudence with respect to an investment decision, the determination shall be made taking into consideration:

- (1) The investment of all funds, or funds under the City's control, over which the Officer had responsibility rather than a consideration as to the prudence of a single investment; and
- (2) Whether the investment decision was consistent with the written investment policy of the City.

All participants in the investment program will seek to act responsibly as custodians of the public trust. Investment Officers will avoid any transaction that might impair public confidence in the City's ability to govern effectively. Investment Officers shall recognize that the investment portfolio is subject to public review and evaluation. The overall program shall be designed and managed with a degree of professionalism which is worthy of the public trust. Nevertheless, the City recognizes that in a marketable, diversified portfolio, occasional measured losses are inevitable and must be considered within the context of the overall portfolio's investment rate of return.

Investment Officers, acting in accordance with written procedures and exercising due diligence, shall not be held personally responsible for market price changes, provided that these deviations from expectations are reported immediately to the Director of Finance, the City Manager and the City Council, and that appropriate action is taken by the Investment Officers and their oversight managers to control adverse developments.

### **ARTICLE IV** **OBJECTIVES**

A. Preservation and Safety of Principal

Preservation of principal is the foremost objective of the City. Each investment transaction shall seek first to ensure that capital losses are avoided, whether the loss occurs from the default of an issuer or from erosion of market value.

**B. Liquidity**

The City's investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which can be reasonably anticipated. Liquidity will be achieved by maintaining appropriate cash-equivalent balances, matching investment maturities with forecasted cash flow requirements and by investing in securities with active secondary markets.

**C. Yield**

The investment portfolio of the City shall be designed to meet or exceed the average rate of return on 91-day U.S. treasury bills throughout budgetary and economic cycles, taking into account the City's investment risk constraints and the cash flow characteristics of the portfolio. Legal constraints on debt proceeds that are not exempt from federal arbitrage regulations are limited to the arbitrage yield of the debt obligation. Investment Officers will seek to optimize the yield of these funds in the same manner as all other City funds. However, if the yield achieved by the City is higher than the arbitrage yield, positive arbitrage income will be rebated to the federal government as required by applicable federal regulations.

**ARTICLE V**  
**INVESTMENT COMMITTEE**

**A. Members**

An Investment Committee, consisting of the City Manager or his designee, the Director of Finance, and the City Clerk shall review the City's investment strategies and monitor the results of the investment program periodically. This review can be done by reviewing the quarterly written reports and by holding Committee meetings as necessary. The Committee will be authorized to invite other advisors to attend meetings as needed.

**B. Scope**

The Investment Committee shall include in its deliberations such topics as economic outlook, investment strategies, portfolio diversification, maturity structure, potential risk to the City's funds, evaluation and authorization of broker/dealers, rate of return on the investment portfolio, review and approval of training providers, and compliance with the Investment Policy. The Investment Committee will also advise the City Council of any future amendments to the Investment Policy that are deemed necessary or recommended.

**C. Procedures**

The Investment Committee should meet at least annually to discuss the investment program and policies.

**ARTICLE VI**  
**RESPONSIBILITY AND CONTROL**

A. Investment Officers

The City Manager and Director of Finance are hereby appointed as “Investment Officers.” No person shall engage in an investment transaction except as provided under the terms of this Policy and the procedures established by this Policy. This Policy explicitly authorizes the Investment Officers to withdraw, transfer, deposit, and enter into related bank agreements, and invest the City’s funds.

B. Delegation

Routine management responsibility and the establishment of written procedures for the operation of the investment program consistent with this Investment Policy are assigned to the Director of Finance. Such procedures shall include explicit delegation of authority to persons responsible for the daily cash management operation, the execution of investment transactions, overall portfolio management, and investment reporting. The Director of Finance may delegate the daily investment responsibilities to either internal investment officials or an external investment advisor. However, the use of an external investment advisor must be approved in advance by the City Council. The Investment Officers and/or investment officials will be limited by compliance with all federal regulations, ordinances, and the statements of investment strategy.

C. Internal Controls

Internal controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentations by third parties, unanticipated changes in financial markets, or imprudent actions by Investment Officers. Controls deemed most important would include: control of collusion; separation of duties; third – party custodial safekeeping; avoidance of bearer – only securities; clear delegation of authority; specific limitations regarding securities losses and remedial action; written confirmation of telephone transactions; minimizing the number of authorized investment officials; and documentation of any rationale for investment transactions.

In conjunction with the annual independent audit, a compliance audit of management controls on investments and adherence to the Investment Policy and incorporated Investment Strategies shall be performed by the City's independent auditor.

D. Ethics and Conflicts of Interest

An Investment Officer of the City who has a personal business relationship with a business organization offering to engage in an investment transaction with the City shall file a statement disclosing that personal business interest. An Investment Officer who is related within the second degree of affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. These disclosures

shall be to the Texas Ethics Commission and the City Council. For purposes of this section, an Investment Officer has a personal business relationship with a business organization if:

- (1) the Investment Officer owns ten (10) percent or more of the voting stock or shares of the business organization, or owns \$5,000 or more of the fair market value of the business organization;
- (2) funds received by the Investment Officer from the business organization exceed ten (10) percent of the Investment Officer's gross income for the previous year; or
- (3) the Investment Officer has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the Investment Officer.

Investment Officers of the City shall refrain from personal and business activities involving any of the City's custodians, depositories, broker/dealers or investment advisors which may influence the Officer's ability to conduct his duties in an unbiased manner. Investment Officers will not utilize investment advice concerning specific investments or classes of investments obtained in the transaction of the City's business for personal investment decisions, will in all respects subordinate their personal investment transactions to those of the City, particularly with regard to the timing of purchase and sales and will keep all investment advice obtained on behalf of the City and all transactions contemplated and completed by the City confidential, except when disclosure is required by law.

E. Investment Training Requirements

In order to ensure quality and capability of investment management, each Investment Officer shall attend at least ten (10) hours of training relating to their investment responsibilities within twelve (12) months after assuming their duties. In addition to this initial requirement, each Investment Officer shall receive not less than eight (8) hours of instruction relative to their investment responsibilities during each subsequent two year period aligned with the City's fiscal year. The investment training session shall be provided by an independent source approved by the Investment Committee. For purposes of this policy, an "independent source" from which investment training shall be obtained shall include a professional organization, an institute of higher learning or any other sponsor other than a Business Organization with whom the City may engage in an investment transaction. Such training shall include education in investment controls, credit risk, market risk, investment strategies, and compliance with investment laws, including the Public Funds Investment Act. A list will be maintained of the number of hours and conferences attended for each Investment Officer and a report of such information will be provided to the Investment Committee.

**ARTICLE VII**  
**AUTHORIZED INVESTMENTS**

- A. Obligations, including letters of credit, of the United States or its agencies and instrumentalities, including the Federal Home Loan Banks.

- B. Direct obligations of the State of Texas or its agencies and instrumentalities.
- C. Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, the State of Texas, or the United States or its instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States.
- D. Obligations of states, agencies, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than "A" or its equivalent.
- E. Joint Investment Pools of political subdivisions in the State of Texas which invest in instruments and follow practices allowed by current law. A pool must be continuously rated no lower than AAA or AAA-m or at an equivalent rating by at least one nationally recognized rating service and managed in compliance with the PFIA.
- F. Certificates of Deposit, and other forms of deposit:
  - (1) When such Deposits are:
    - a. Issued by a depository institution that has its main office or branch office in Texas; and
    - b. Are guaranteed or insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund or their successors; or
    - c. Secured as described in Article XI.
  - (2) or placed in federally insured depository institutions in accordance with the conditions prescribed in Sections 2256.009 (a) and 2256.010 (b) of the Public Funds Investment Act as amended.
- G. Fully collateralized repurchase agreements, including flexible repurchase agreements (flex repo), with a defined termination date secured by cash and obligations of the United States or its agencies and instrumentalities pledged to the City and held in the City's account by a third party selected by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a financial institution doing business in the State of Texas. The securities received for repurchase agreements must have a market value greater than or equal to 103 percent of the agreement balance including accrued interest. All transactions shall be governed by a Repurchase Agreement between the City and the primary government securities dealer or financial institution initiating Repurchase Agreement transactions.
- H. No-load money market mutual funds if the mutual fund:
  - (1) Is registered with and regulated by the Securities and Exchange Commission; and

(2) Includes in its investment objectives the maintenance of a stable net asset value of one dollar (\$1.0000) for each share.

I. Investment instruments not authorized for purchase by the City include the following:

- (1) Banker's Acceptances;
- (2) "Bond" Mutual Funds;
- (3) Collateralized Mortgage Obligations of any type; and
- (4) Commercial Paper

J. If an investment in the City's portfolio becomes an unauthorized investment due to changes in the Investment Policy or the Public Funds Investment Act, the City is not required to liquidate it. If an authorized investment is rated in a way that causes it to become an unauthorized investment, the Investment Officers of the City shall take all prudent measures to liquidate the investment. Investment Officers shall consider the time remaining until maturity of the investment, the overall quality of the investment, and the quality and amounts of any collateral which may be securing the investment in determining the appropriate steps to take.

## **ARTICLE VIII**

### **PORTFOLIO AND INVESTMENT ASSET PARAMETERS**

A. Competitive Process for Investments

It is the policy of the City to provide a competitive environment for all individual investment purchases and sales, and financial institution, money market mutual fund, and local government investment pool selections.

B. Maximum Maturities

The City will manage its investments to meet anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than five years from the date of purchase.

C. Maximum Dollar-Weighted Average Maturity

Under most market conditions, the composite portfolio will be managed to achieve a one year or less dollar-weighted average maturity.

D. Diversification

The allocation of assets in the portfolios should be flexible depending upon the outlook for the economy and the investment markets. In establishing specific diversification strategies, the following general policies and constraints shall apply.

- (1) Portfolio maturities and call dates shall be staggered in a way that avoids undue concentration of assets in a specific sector. Maturities shall be selected which provide the stability of income and reasonable liquidity.
- (2) To attain sufficient liquidity, the City shall schedule the maturity of its investments to coincide with known disbursements. Risk of market price volatility shall be controlled through maturity diversification.
- (3) The City shall not invest more than 50% of the investment portfolio in repurchase agreements, excluding bond proceeds and reserves.
- (4) The City shall not invest more than 50% of the investment portfolio in any individual money market mutual fund.
- (5) The Investment Committee shall review diversification strategies and establish or confirm guidelines on at least an annual basis. The Investment Committee shall review the quarterly investment reports and evaluate the probability of market and default risk in various investment sectors as part of its consideration.

## **ARTICLE IX**

### **AUTHORIZED BROKER/DEALERS AND FINANCIAL INSTITUTIONS**

A. The Investment Committee will, at least annually, authorize a list of broker/dealers, who are eligible to provide investment services to the City. These firms may include:

- (1) All primary government securities dealers; and
- (2) Those regional broker/dealers who qualify under Securities and Exchange Commission Rule 15C3-1 (uniform net capital rule), and who meet other financial credit criteria standards in the industry.

These firms will be selected based on their competitiveness, participation in agency selling groups and the experience and background of the salesperson handling the account.

B. All broker/dealers who desire to become qualified bidders for investment transactions must supply the Investment Officers with the following:

- (1) Audited financial statements;
- (2) Proof of Financial Industry Regulatory Authority (FINRA) registration; and
- (3) Resumes of all sales representatives who will represent the financial institution or broker/dealer firm in dealings with the City,

All business organizations, as defined by Section 2256.005, (including local government investment pools and discretionary investment management firms) shall provide an executed written instrument, by the qualified representative, in a form acceptable to the City and the business organization substantially to the effect that the business organization has received and reviewed the investment policy of the City and acknowledges that the business organization has

implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the City and the organization that are not authorized by the City's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the City's entire portfolio, requires an interpretation of subjective investment standards, or relates to investment transactions of the City that are not made through accounts or other contractual arrangements over which the business organization has accepted discretionary investment authority .

## **ARTICLE X** **SAFEKEEPING OF INVESTMENT ASSETS**

All security transactions, including collateral for repurchase agreements, entered into by the City shall be conducted using the delivery versus payment (DVP) basis. That is, funds shall not be wired or paid until verification has been made that the correct security was received by the safekeeping bank. The safekeeping bank is responsible for matching up instructions from the City's Investment Officers on an investment settlement with what is wired from the counterparty, prior to releasing the City's designated funds for a given purchase. Securities will be held by a third party safekeeping bank designated by the Investment Officers and evidenced by safekeeping receipts or statements. The security shall be held in the name of the City or held on behalf of the City in a bank nominee name. The safekeeping bank's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City. A safekeeping agreement must be in place which clearly defines the responsibilities of the safekeeping bank.

## **ARTICLE XI** **COLLATERAL**

The City's depository bank(s) shall comply with Chapter 2257 of the Texas Government Code, (The Public Funds Collateral Act) and shall execute a mutually acceptable depository pledge agreement. The collateralized deposit portion of the agreement shall define the City's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State regulations, including:

- a) The agreement must be in writing;
- b) The agreement has to be executed by the Depository and the City contemporaneously with the acquisition of the asset;
- c) The agreement must be approved by the Board of Directors or designated committee of the Depository and a copy of the meeting minutes must be delivered to the City; and
- d) The agreement must be part of the Depository's "official record" continuously since its execution.



The Federal Reserve Bank, Federal Home Loan Bank and other financial institutions authorized under the Public Funds Collateral Act, are eligible as custodial agents for collateral, subject to City approval. An authorized City representative will approve and release all pledged collateral.

A. Market Value

The Market Value of pledged Collateral must be equal to or greater than 103% of the principal and accrued interest for cash balances in excess of the Federal Deposit Insurance Corporation (FDIC) or National Credit Union Share Insurance Fund (NCUSIF) insurance coverage. The securities comprising the collateral will be marked to market on a monthly basis using quotes by a recognized market pricing service quoted on the valuation date, and the City will be sent reports monthly. The City reserves the right to accept or reject, at its sole discretion, any proposed collateral.

B. Collateral Substitution

Collateralized investments often require substitution of collateral. The custodial agent must contact the City for approval and settlement. The substitution will be approved if its value is equal to or greater than the required collateral value.

C. Collateral Reduction

Should the collateral's market value exceed the required amount, the custodial agent may request approval from the City to reduce Collateral. Collateral reductions may be permitted only if the collateral's market value exceeds the required amount.

D. Letters of Credit

Letters of Credit, issued by an agency or instrumentality of the United States, are acceptable collateral for financial institution deposits.

## **ARTICLE XII** **INVESTMENT REPORTS**

A. Reporting Requirements

The Investment Officers shall prepare a quarterly investment report in compliance with section 2256.023 of the Public Funds Investment Act. The report shall be submitted to the City Council and the Investment Committee.

B. Investment Records

An investment official designated by the Director of Finance shall be responsible for the recording of investment transactions and the maintenance of the investment records. Reconciliation of the accounting records and of any investments shall also be performed.

Weighted average yield to maturity shall be the City's performance measurement standard.

Information to maintain the investment program and the reporting requirements, including pricing or marking to market the portfolio, may be derived from various sources such as: broker/dealer research reports, newspapers, financial on-line market quotes, direct communication with broker/dealers, market pricing services, investment software for maintenance of portfolio records, spreadsheet software, or external financial consulting services relating to investments.

C. Auditor Review

The City's independent external auditor must formally review the quarterly investment reports annually to ensure compliance with the Public Funds Investment Act and any other applicable State Statutes.

**ARTICLE XIII**  
**INVESTMENT STRATEGY STATEMENTS**

The City portfolio will be structured to benefit from anticipated market conditions and to achieve a reasonable return. Relative value among asset groups shall be analyzed and pursued as part of the investment program within the restrictions set forth by the investment policy.

The City maintains portfolios which utilize four specific investment strategy considerations designed to address the unique characteristics of the fund groups represented in the portfolios.

A. Operating Funds

Suitability – All investments authorized in the Investment Policy are suitable for Operating Funds.

Preservation and Safety of Principal – All investments shall be high quality with no perceived default risk.

Liquidity – Investment strategies for operating funds have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The dollar weighted average maturity of operating funds, based on the stated final maturity date of each investment, will be calculated and limited to one year or less. Constant \$1.00 NAV investment pools and money market mutual funds, and financial institution transaction accounts shall be an integral component in maintaining daily liquidity. Investments for these funds shall not exceed a 24-month period from date of purchase.

Marketability – Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Diversification – Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks may be reduced through diversification among authorized investments, as appropriate.

Yield – The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Operating Funds shall be the 91 day Treasury bill.

## B. Reserve and Deposit Fund

Suitability – All investments authorized in the Investment Policy are suitable for Reserve and Deposit Funds.

Preservation and Safety of Principal – All investments shall be high quality with no perceived default risk.

Liquidity – Investment strategies for reserve and deposit funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate reserve fund from investments with a low degree of volatility. Except as may be required by the bond ordinance specific to an individual issue, investments should be of high quality, with short-to-intermediate-term maturities. The dollar-weighted average maturity of reserve and deposit funds, based on the stated final maturity date of each investment, will be calculated and limited to three years or less.

Marketability – Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Diversification – Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks may be reduced through diversification among authorized investments, as appropriate.

Yield – The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Reserve and Deposit Funds shall be the 91 day Treasury bill.

## C. Capital Project Funds and Special Purpose Funds

Suitability – All investments authorized in the Investment Policy are suitable for Capital Project Funds and Special Purpose Funds.

Preservation and Safety of Principal – All investments shall be high quality with no perceived default risk.

Liquidity – Investment strategies for Capital Project Funds and Special Purpose Funds’ portfolios will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. The stated final maturity dates of investments held should not exceed the estimated project completion date or a maturity of no greater than five years. The dollar-weighted average maturity of bond and certificate capital project funds and special purpose funds, based on the stated final maturity date of each investment, will be calculated and limited to three years or less.

Marketability – Securities with active and efficient secondary markets will be purchased in the event of an unanticipated cash requirement.

Diversification – Maturities shall be staggered throughout the budget cycle to provide cash flows based on anticipated needs. Investment risks may be reduced through diversification among authorized investments, as appropriate.

Yield – The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Capital Project Funds and Special Purpose Funds shall be the 91 day Treasury bill. A secondary objective of these funds is to achieve a yield equal to or greater than the arbitrage yield of the applicable bond or certificate.

#### D. Debt Service Funds

Suitability – All investments authorized in the Investment Policy are suitable for Debt Service Funds.

Preservation and Safety of Principal – All investments shall be high quality with no perceived default risk.

Liquidity – Investment strategies for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover the debt service obligation on the required payment date. Investments purchased shall not have a stated final maturity date which exceeds the next unfunded debt service payment date.

Marketability – Securities with active and efficient secondary markets are not required as cash requirements are predictable.

Diversification – Investment risks may be reduced through diversification among authorized investments, as appropriate.

Yield – The City's objective is to attain a competitive market yield for comparable securities and portfolio constraints. The benchmark for Debt Service Funds shall be the 91 day Treasury bill.

## AGENDA ITEM COMMENTARY

### ITEM TITLE

Consider and take appropriate action on an Ordinance Establishing a Chapter 380 Economic Development Program.

### INITIATOR/STAFF INFORMATION SOURCE

Randy Criswell, City Manager  
David Hawes, Economic Development Executive Director

### BACKGROUND

Chapter 380 of the Local Government Code allows for the governing body of a municipality to "...establish and provide for the administration of one or more programs, including programs for making loans and grants of public money..." I've attached a copy of the LGC for your reference. As you know, the flexibility provided by Chapter 380 allows for all kinds of incentives to be considered. Grants, loans, and rebates are just a few specific examples.

The program we've put together is extremely broad, and will allow us the latitude to consider every project on its own merit and to approach each one differently if we need to. You can see in Section 1 of the program that virtually anything that could be defined as economic development is listed: jobs, commercial, industrial, historical, tourism, housing, redevelopment, and fiscal sustainability. We believe this is pretty much all-encompassing. As per the policy, negotiations will be conducted by the City Manager or his designee, and the City Council will have sole authority to approve any 380 Agreement.

**Staff recommends adoption of the Ordinance establishing a Chapter 380 Program as presented.**

### EXHIBITS

1. Ordinance Establishing 380 Program and Adopting Procedures EMH 09282020 (002)
2. AMENDED MW Chapter 380 ED Program 09292020
3. 380 Program Application for Incentives 09292020
4. LOCAL GOVERNMENT CODE CHAPTER 380. MISCELLANEOUS PROVISIONS RELATING TO MUNICIPAL PLANNING AND DEVELOPMENT

**ITEM NUMBER 12.**  
**MEETING DATE 10/6/2020**

**ORDINANCE NO. \_\_\_\_\_**

**A ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MINERAL WELLS, TEXAS, ESTABLISHING A CHAPTER 380 ECONOMIC DEVELOPMENT PROGRAM TO MAKE LOANS AND GRANTS OF PUBLIC MONEY TO PROMOTE STATE AND LOCAL ECONOMIC DEVELOPMENT AND TO STIMULATE BUSINESS AND COMMERCIAL ACTIVITY IN THE MUNICIPALITY; TO PROVIDE GENERAL GUIDELINES AND CRITERIA FOR DETERMINING THE AMOUNT OF A LOAN OR GRANT; TO PROVIDE FOR AN APPLICATION PROCEDURE AND A PROCESS FOR ESTABLISHING CONTROLS; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the attraction of long-term investment and the establishment of permanent new jobs in the City of Mineral Wells, Texas (the “City”) will enhance the economic base of area taxing entities; and

**WHEREAS**, the City must compete with other communities across the nation currently offering tax inducements to attract new development; and

**WHEREAS**, granting economic development incentives is one of the principal means by which the public and private sector can forge a partnership to promote real economic growth within a community; and

**WHEREAS**, any economic development incentives offered must be strictly limited in application to those new and existing businesses that bring new wealth to the community in order to avoid reducing the needed tax revenues of area taxing authorities; and

**WHEREAS**, Chapter 380 of the Texas Local Government Code permits municipalities to establish and provide for economic development programs, including programs for making loans and grants of public money and providing personnel and services of the municipality, as an incentive for the development or the redevelopment of property within the municipality; and

**WHEREAS**, the City Council of the City of Mineral Wells, Texas (the “City Council”) desires to establish such a program to develop and expand the local economy by promoting and encouraging projects that will enhance the City’s economic base, that will stimulate business and commercial activity and that will diversify and expand job opportunities; and

**WHEREAS**, the City Council wishes to establish a policy for such a program that would provide criteria in determining eligibility, evaluation criteria, methods of payment and repayment, performance measures that must be met by the business and/or development to receive funds, and repercussions for failing to meet any obligations listed within an economic development agreement.

**NOW, THEREFORE, BE IT HEREBY ORDAINED BY THE CITY COUNCIL OF THE CITY OF MINERAL WELLS, TEXAS:**

**Section 1. Findings Incorporated.** The findings recited above are incorporated as if fully set forth in the body of this Ordinance.

**Section 2. Establishment of Chapter 380 Program.** The Chapter 380 Economic Development Program Policies and Procedures, attached hereto as Exhibit "A" and incorporated herein, are hereby adopted as the guidelines and criteria for the City of Mineral Wells to make loans and grants of public money to promote economic development and stimulate business and commercial activity in the City pursuant to Chapter 380 of the Texas Local Government Code.

**Section 3. Establishment of Policies and Procedures.** The City of Mineral Wells, Texas may elect to make use of the Chapter 380 Economic Development Program Policies and Procedures, as set forth in Exhibit "A", to consider and negotiate incentives to enable and to encourage and sustain economic growth while also implementing sufficient control over public funds, and that said policies and procedures may be leveraged with other incentives provided by the City.

**Section 4. Administration of Chapter 380 Program.** The 380 Program shall be administered by the City Manager, or his or her designee. The City Manager, or his or her designee is authorized to develop such forms and procedures deemed necessary to efficiently administer the Chapter 380 Program consistent with the criteria set forth in Exhibit "A". The recommendation for an award of assistance under the Chapter 380 Program shall be made by the City Manager, or his or her designee, to the City Council. A project not within the area defined in Exhibit "A" may be proposed for assistance if, in the opinion of the City Manager, or his or her designee, the project is meritorious and otherwise meets the goals of the Chapter 380 Program. The final determination to make an award of assistance under the Chapter 380 Program will be made solely by the City Council of the City of Mineral Wells. The determination to make an award of assistance under the Chapter 380 program is made by the City Council as a governmental function and is not to be considered as a proprietary function. The determination to make an award of assistance under the Chapter 380 Program shall be considered to be an offer of assistance which will be withdrawn if the Applicant does not issue a notice to proceed with construction within 365 days after the effective date of the authorizing Ordinance.

**Section 5. Savings/Repealing Clause.** All Ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as to the matters regulated herein.

**Section 6. Severability Clause.** It is hereby declared to be the intention of the City Council that the phrases, clauses, sentences, paragraphs and sections of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this ordinance, since the same would have been enacted by the City Council without

the incorporation of this ordinance of any such unconstitutional phrase, clause, sentence, paragraph or section.

**Section 7. Effective Date.** This Ordinance shall become effective immediately upon its passage and approval.

**PASSED AND APPROVED** on this the 6<sup>th</sup> day of October, 2020.

APPROVED:

\_\_\_\_\_  
Tammy Underwood, Mayor

ATTEST:

\_\_\_\_\_  
Peggy Clifton, City Clerk



**City of Mineral Wells**  
**Chapter 380 Economic Development Program**  
**Policies and Procedures**

*Approved XX, XX 2020*

*Ordinance No. 2020-*

**Section 1. Purpose**

- 1.1 The City of Mineral Wells, in accordance with Chapter 380 of the Texas Local Government Code, is authorized to create a program allowing grant or loan of city funds or services for purposes of economic development and has created said program on \_\_\_\_\_.
- 1.2 The Chapter 380 Economic Development Program establishes as a goal the desire to increase economic prosperity for the Mineral Wells community by promoting and encouraging economic development activities that:
  - 1.2.1 Increase the number and preferably the diversity of quality jobs in the City of Mineral Wells available for residents of the community or that otherwise attract employees to the area,
  - 1.2.2 Create, expand or substantially enhance mixed-use, commercial, or industrial activities within municipal limits,
  - 1.2.3 Preserve, reuse and otherwise reinvest in the current built environment, particularly structures that contribute to the history and character of the community,
  - 1.2.4 Enhance the positive evolution of major commercial or industrial areas within Mineral Wells, including downtown Mineral Wells, the Fort Wolters Industrial Park and Mineral Wells Regional Airport,
  - 1.2.5 Expand or reinforce the role of Mineral Wells as a unique and highly marketable tourism destination with a focus on health, wellness and tourism,
  - 1.2.6 Improve the quality, availability and diversity of housing within municipal limits,
  - 1.2.7 Increase the value and quality of development or redevelopment,
  - 1.2.8 Contribute to the fiscal sustainability of the community, and/or,

- 1.2.9 Otherwise facilitate implementation of the City of Mineral Wells Comprehensive Economic Development Strategic Plan.
- 1.3 The Chapter 380 Economic Development Program is designed to serve as a means of gap financing in that it should be:
  - 1.3.1 Complementary to a series of one or more private and/or public financing mechanisms, and
  - 1.3.2 The last element necessary to secure full financing of a project.

**Section 2. General Criteria**

- 2.1 A project must be located within the municipal limits of the City of Mineral Wells or the City's extraterritorial jurisdiction to be considered for Chapter 380 economic development incentives.
- 2.2 A project is not eligible for Chapter 380 economic development incentives if a development-related permit has been issued for the project prior to making application in accordance with this Program with exception of projects underway at the date of adoption of this Program.
- 2.3 Any person, organization or other entity seeking Chapter 380 economic development incentives for a project must comply with the requirements and parameters of these Chapter 380 Economic Development Program Policies and Procedures and those of any specific economic development agreement approved by City Council.
- 2.4 Projects will be considered on a case-by-case basis. Nothing in this Program implies that the City of Mineral Wells is under any obligation to provide an incentive to any applicant or for any project.
- 2.5 All incentives provided by the City of Mineral Wells must have as their underlying goal to further economic development in Mineral Wells. The goals to be achieved by the granting of the incentive should be measurable and binding upon the recipient of the incentive as set forth in an agreement between the City and the recipient.
- 2.6 Incentives may be in the form of a grant, loan, City services or a combination thereof. Unless otherwise determined by City Council, financial incentives shall be performance-based and awarded following completion of project improvements, in whole or in phases, as prescribed by the terms of the economic development agreement.

**Section 3. Application Procedures**

- 3.1 An application for a Chapter 380 Economic Development Program incentive shall be made on a form supplied by the City. All information provided in an application will be reviewed for completeness and accuracy by the City Manager. The City Manager may use City personnel and third parties to assist in the application review process. An applicant may be required to provide additional information to meet Program requirements.
- 3.2 Upon review, the City Manager will determine whether he/she will recommend Chapter 380 economic development incentives for the project. Terms offered by the City Manager should be considered conditional and subject to City Council approval. City Council is not bound to terms offered by the City Manager or to offer Chapter 380 economic incentives of any kind.
- 3.3 Upon receipt of the City Manager's proposed offer of incentives to be recommended to the City Council, the applicant will have 30 days to accept, decline or request an extension of the proposed offer. All responses and requests shall be made in writing to the City Manager.
- 3.4 Upon written acceptance by the applicant of the proposed offer, a draft Chapter 380 economic development agreement will be prepared and that draft agreement and all relevant materials shall be forwarded to the City Council.
- 3.5 Any person, organization or other entity seeking Chapter 380 economic development incentives should be aware that information provided in an application may be subject to release to the public pursuant to the Texas Public Information Act. However, certain information provided to the City in connection with an application may be confidential and not subject to public disclosure until the economic development agreement is executed. The City will respond to requests for disclosure as required by law and will assert exceptions to disclosure as it deems relevant. The City will make reasonable attempts to notify the applicant of the request so it may assert its own objections to the Attorney General. If the application contains any proprietary and/or confidential information, it is the responsibility of the applicant to identify proprietary and/or confidential information that it wishes to protect from release.

#### **Section 4. Agreement Terms**

- 4.1 At minimum, a Chapter 380 economic development agreement will include:
  - 4.1.1 A map and legal description of the proposed Project as an attachment to the Agreement.
  - 4.1.2 A timetable and list of improvements to be completed under the terms of the agreement. The timetable and list of improvements may be provided

for the project in its entirety or in phases as determined appropriate. In the event that the value of improvements is relevant to the eligibility or performance of the project, then cost of improvements will also be provided.

- 4.1.3 Performance-based obligations to be met as requirements of the agreement such as valuation and scale of development, tax revenues generated by the project, jobs created, number of businesses created, or other public benefit resulting from the project. To the extent required, performance-based criteria shall be fully and numerically quantified and shall include the date at which performance should be measured. In the event that performance-based obligations are to be completed or measured in phases then similar information will be expected for each appropriate phase;
- 4.1.4 A complete description of the grant, loan or services to be provided by the City.
  - i. In the event of services to be provided a description will include clear delineation of each anticipated service, including terms and level of service, required capital improvements, and timetable for service to be provide.
  - ii. In the event of a grant or loan a description will include the total amount to be provided, a timetable of financial incentives to be provided by the City, conditions for payment, and, a loan shall include terms for repayment.
- 4.1.5 Duration of the agreement, including a final date of expiration of the agreement regardless of the ability of the developer to meet expectations or receive the maximum grant, loan or service permitted by the agreement.
- 4.1.6 A limit on the value of a grant or loan of funds for the duration of the agreement.
- 4.1.7 If appropriate or necessary, a method for calculating a grant, loan or other incentives provided in the agreement.
- 4.1.8 Description of means for measuring whether the applicant or other responsible parties have met the performance-based obligations of the agreement;
- 4.1.9 A provision permitting the City of Mineral Wells or a third-party designee access to and authorizing inspection of the property and applicant's

pertinent business records in order to determine compliance with terms of the agreement.

- 4.1.10 Description of monitoring and reporting requirements of the applicant or other associated entity, including any specific reporting obligations associated with the agreement as needed to assess successful compliance with performance-based obligations or other performance criteria.
  - 4.1.11 A provision for cancellation of the Agreement and/or nonpayment of incentives if the project is determined to not be in compliance with the agreement.
  - 4.1.12 The criteria and process for recapturing City funds granted or loaned, or for recapturing the value of other public assets or services, if the applicant does not meet the performance-based obligations of the agreement.
  - 4.1.13 Clarification of methods and processes necessary for assignment of the agreement, including circumstances for determining the necessity of prior written approval by City Council. Assignment language should include:
    - i. Assignment of all rights, duties, obligations and liabilities of the agreement from the assignor to the assignee;
    - ii. Notation that assignment is made subject and subordinate to the agreement and the Chapter 380 Economic Development Program; and,
    - iii. Requirement that any assignment document is in a form and contains content acceptable to the City of Mineral Wells.
  - 4.1.14 Provisions relating to administration, delinquent taxes and indemnification; and
  - 4.1.15 Determination of the manner in which the agreement may be amended.
  - 4.1.16 Other requirements or provisions as the City of Mineral Wells deems appropriate.
- 4.2 In the event that City Council deems it appropriate to grant or loan public funds to a project in advance of the applicant or project meeting performance based obligations, the City will require credit enhancement mechanisms to protect the City in the event of a default in an amount and for a term to be determined and approved by the City Council. In that case, security may include collateral security,

Letter of Credit, or a Third-party guarantee in forms approved by the City of Mineral Wells.

- 4.3 Any requests by the applicant to modify the terms of the agreement subsequent to City Council action shall be accompanied by the payment of a non-refundable modification processing fee in the amount of One Thousand Dollars (\$1,000.00) for associated administrative costs.

**CITY OF MINERAL WELLS, TEXAS  
APPLICATION FOR 380 ECONOMIC DEVELOPMENT INCENTIVES**

**NOTE: PLEASE CLEARLY IDENTIFY ANY INFORMATION YOU DEEM TO BE CONFIDENTIAL OR PROPRIETARY. THE CITY WILL ATTEMPT TO PROTECT ANY INFORMATION MARKED CONFIDENTIAL OR PROPRIETARY AND WILL NOTIFY THE APPLICANT OF ANY REQUESTS FOR DISCLOSURE.**

**Project Information**

1. Applicant Company's Name:  
Company's Representative:  
Title:  
Mailing Address:  
City, State, Zip:  
Telephone Number:  
Email Address:  
Website Address:
  
2. Tenant's Representative:  
Title:  
Company:  
Mailing Address:  
City, State, Zip:  
Telephone Number:  
Email Address:
  
3. Property Owner:  
Property Owner's Representative:  
Title:  
Company:  
Mailing Address:  
City, State, Zip:  
Telephone Number:  
Email Address:

4. Proposed property address(es) and/or location description(s):
5. Property Legal Description (attach metes and bounds if required by the city):
6. Located within:
  - City of Mineral Wells
  - Mineral Wells Independent School District
  - Palo Pinto County
  - Parker County
7. Company description and overview (including headquarters location, year founded, products and services, and annual revenue and growth)
8. Applicant business is:
  - Public
  - Private
9. State of Incorporation:
10. Is a recent annual audit available?  
If yes, please submit a copy with Application. If no, financials to be provided upon request.
11. Applicant company's four digit NAICS Industry Code: (if known)
12. Description of Project:
13. Will any zoning changes be necessary to accommodate the project?  
If yes, please provide additional information:
14. Does the applicant company plan to utilize Mineral Wells-based companies in the design, construction and on-going operations of the facility?
15. Date projected for occupancy of project/initiation of operations:



16. Will applicant company occupy:  
 Existing space:   
 Space currently planned or under construction:   
 Proposed new facility:
17. Acreage of site (for new construction):
18. Square footage of proposed occupied space:
19. Proposed type of occupancy:  
 Owner Occupied   
 Landlord/Tenant   
 If leasing, what is length of lease?
20. Applicant business is: (Check all that apply)  
**Existing** Mineral Wells company   
**New** company to Mineral Wells   
 Expanding   
 Relocating from another city in Texas   
 Relocation from out-of-state or country
21. If company is currently located in Mineral Wells:  
 When does their current lease expire?  
 What is the square footage of currently occupied space?
22. Specify economic assistance requested:

## Employment Impact

1. Number of Full Time Equivalentents (FTE)\* employed by applicant company at occupancy and to be maintained throughout the term of the agreement (exclusive of contract employees):

*\*FTE means one or more jobs positions located at the property which individually or when combined total 2080 hours (inclusive of holidays, vacation and sick leave) annually.*

2. Future FTE employment (if applicable):  
Projected FTE employment (milestone) of \_\_\_\_\_ by \_\_\_\_\_ (indicate date)  
Projected FTE employment (milestone) of \_\_\_\_\_ by \_\_\_\_\_ (indicate date)
3. Is this an existing business in Mineral Wells?  
If yes, what is the FTE employment that will be retained in Mineral Wells by this project?
4. Does the applicant company anticipate hiring contract employees?  
If yes, what is the number of FTE contract employees?  
What is the median annual salary of the FTE contract employees?
5. If applicable, what is the number of FTE positions that will be relocated to Mineral Wells from applicant company's other locations?  
Provide location(s) the positions are being relocated from:
6. Indicate the applicant company's FTE employment (**at occupancy**) in each category and provide detail on the positions within the category:

Executive	Number and position title(s)
Professional	Number and position title(s)
Managerial	Number and position title(s)
Technical	Number and position title(s)
General Staff	Number and position title(s)
Production Workers	Number and position title(s)
Other:	_____ Number and position title(s)
Total Company FTEs	
7. What will be the **median** annual salary of company's FTEs (at occupancy)?
8. Projected annual payroll (at occupancy):

**Fiscal Impact**

	Initial Year of Occupancy	Year (If applicable)	Year (If applicable)
1. What is the estimated fair market value of the <b>Real Property</b> improvements ( <b>exclusive of land</b> ) that will be added to the tax base?			
2. What is the estimated fair market value of the <b>Business Personal Property</b> improvements that will be added to the tax base exclusive of inventory and exclusive of property currently located in Mineral Wells?			
<b>TOTAL CUMULATIVE IMPROVEMENTS</b>	\$	\$	\$

3. If applicable, what is the annual value of inventory eligible for Freeport Exemption?
  
4. If applicable, what is the annual value of sales that will be **subject to sales tax collection by the City of Mineral Wells**?
  
5. Will additional infrastructure investment be required from the City of Mineral Wells at the proposed site(s)?  
If yes, detail required improvements including cost estimates.

## **Community Impact**

1. Please summarize the overall economic impact on the City of Mineral Wells (sales, real property and business personal property improvements, employment, business sector, etc.).
2. Please estimate the annual number of room-nights\* in the City of Mineral Wells the applicant company anticipates generating.

\*Room-nights are the number of hotel rooms booked times the number of nights.  
i.e. four rooms booked for five nights equals 20 room-nights.

3. Please describe the necessity in requesting an incentive. Describe the competitive, financial or other issues associated with this Application.

**Certifications**

**Certification of No Undocumented Workers**

Chapter 2264 of the Texas Government Code requires that each business that submits an Application to receive a public subsidy include in the Application a statement certifying that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker. An undocumented worker means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under the law to be employed in that manner in the United States. If after receiving a public subsidy, the business, or a branch, division, or department of the business, is convicted of a violation under 8 U.S.C. Section 1324a(f), the business shall repay the amount of the public subsidy with interest, at the rate and according to the other terms provided by an agreement under Section 2264.053, not later than the 120th day after the date the public agency, state or local taxing jurisdiction, or economic development corporation notifies the business of the violation.

I hereby certify that \_\_\_\_\_ is in compliance with Chapter 2264 of the Texas Government Code.

Signature:

Name:

Title:

Note:

Insertion of ‘/s/’ above the name is acceptable evidence of an electronic signature by the person so signing.

I hereby certify that the information provided in this Application is, to the best of my knowledge and belief, true and correct.

Date:

Signature:

Name:

Title:

Company:

Note:

Insertion of '/s/' above the name is acceptable evidence of an electronic signature by the person so signing.

LOCAL GOVERNMENT CODE

TITLE 12. PLANNING AND DEVELOPMENT

SUBTITLE A. MUNICIPAL PLANNING AND DEVELOPMENT

CHAPTER 380. MISCELLANEOUS PROVISIONS RELATING TO MUNICIPAL  
PLANNING AND DEVELOPMENT

Sec. 380.001. ECONOMIC DEVELOPMENT PROGRAMS. (a) The governing body of a municipality may establish and provide for the administration of one or more programs, including programs for making loans and grants of public money and providing personnel and services of the municipality, to promote state or local economic development and to stimulate business and commercial activity in the municipality. For purposes of this subsection, a municipality includes an area that:

- (1) has been annexed by the municipality for limited purposes; or
- (2) is in the extraterritorial jurisdiction of the municipality.

(b) The governing body may:

- (1) administer a program by the use of municipal personnel;
- (2) contract with the federal government, the state, a political subdivision of the state, a nonprofit organization, or any other entity for the administration of a program; and
- (3) accept contributions, gifts, or other resources to develop and administer a program.

(c) Any city along the Texas-Mexico border with a population of more than 500,000 may establish not-for-profit corporations and cooperative associations for the purpose of creating and developing an intermodal transportation hub to stimulate economic development. Such intermodal hub may also function as an international intermodal transportation center and may be colocated with or near local, state, or federal facilities and facilities of Mexico in order to fulfill its purpose.

Added by Acts 1989, 71st Leg., ch. 555, Sec. 1, eff. June 14, 1989. Amended by Acts 1999, 76th Leg., ch. 593, Sec. 1, eff. Sept. 1, 1999.

Amended by:

Acts 2005, 79th Leg., Ch. 57 (H.B. 918), Sec. 1, eff. May 17, 2005.

Sec. 380.002. ECONOMIC DEVELOPMENT GRANTS BY CERTAIN MUNICIPALITIES. (a) A home-rule municipality with a population of more than 100,000 may create programs for the grant of public money to any organization exempt from taxation under Section 501(a) of the Internal Revenue Code of 1986 as an organization described in Section 501(c)(3) of that code for the public purposes of development and diversification of the economy of the state, elimination of unemployment or underemployment in the state, and development or expansion of commerce in the state. The grants must be in furtherance of those public purposes and shall be used by the recipient as determined by the recipient's governing board for programs found by the municipality to be in furtherance of this section and under conditions prescribed by the municipality.

(b) A home-rule municipality may, under a contract with a development corporation created by the municipality under the Development Corporation Act (Subtitle C1, Title 12), grant public money to the corporation. The development corporation shall use the grant money for the development and diversification of the economy of the state, elimination of unemployment or underemployment in the state, and development and expansion of commerce in the state.

(c) The funds granted by the municipality under this section shall be derived from any source lawfully available to the municipality under its charter or other law, other than from the proceeds of bonds or other obligations of the municipality payable from ad valorem taxes.

Added by Acts 1991, 72nd Leg., ch. 16, Sec. 13.06(a), eff. Aug. 26, 1991. Amended by Acts 1991, 72nd Leg., 1st C.S., ch. 4, Sec. 25.02, eff. Aug. 22, 1991; Acts 2001, 77th Leg., ch. 56, Sec. 1, eff. Sept. 1, 2001.

Amended by:



Acts 2007, 80th Leg., R.S., Ch. 885 (H.B. [2278](#)), Sec. 3.26, eff. April 1, 2009.

Sec. 380.003. APPLICATION FOR MATCHING FUNDS FROM FEDERAL GOVERNMENT. A municipality may, as an agency of the state, provide matching funds for a federal program that requires local matching funds from a state agency to the extent state agencies that are eligible decline to participate or do not fully participate in the program.

Added by Acts 1995, 74th Leg., ch. 1051, Sec. 1, eff. June 17, 1995.

## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE**

§ 551.071(1)(2): Consultation with attorney on pending or contemplated litigation, settlement offer or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551 of the Texas Government Code, re: (i) Cause No. 4:19-cv-00992-0 – Christopher Michael Perricone vs. The City of Mineral Wells, Texas; (ii) Case No. 4:19-cv-00973-0 – American Precision Ammunition LLC et al. vs. The Mineral Wells Industrial Foundation, Inc., et al.; (iii) C.G. claim; (iv) Former lease of a portion of the Lake Mineral Wells Addition; and (v) Boyce Ditto Library Trust Donation Agreement.

### **INITIATOR/STAFF INFORMATION SOURCE**

### **BACKGROUND**

### **EXHIBITS**

**ITEM NUMBER 14.a.**  
**MEETING DATE 10/6/2020**

## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE**

§ 551.087: To discuss or deliberate regarding commercial or financial information that the City has received from a business prospect that the City seeks to have locate, stay, or expand in or near the territory of the City and with which the City is conducting economic development negotiations; and/or to deliberate the offer of a financial or other incentive to the business prospect: (i) Project Glue, and (ii) Project LAB.

### **INITIATOR/STAFF INFORMATION SOURCE**

### **BACKGROUND**

### **EXHIBITS**

**ITEM NUMBER 14.b.**  
**MEETING DATE 10/6/2020**

## **AGENDA ITEM COMMENTARY**

### **ITEM TITLE**

§ 551.089: Deliberations regarding security devices, security assessments, deployment relating to information resources technology and security personnel.

### **INITIATOR/STAFF INFORMATION SOURCE**

### **BACKGROUND**

### **EXHIBITS**

**ITEM NUMBER 14.c.**  
**MEETING DATE 10/6/2020**