AGENDA
ARK-TEX COUNCIL OF GOVERNMENTS
BOARD OF DIRECTORS MEETING
DECEMBER 8, 2016

The Board of Directors of the Ark-Tex Council of Governments (ATCOG) will meet at 10:00 a.m., Thursday, December 8, 2016, at the Ark-Tex Council of Governments, 4808 Elizabeth St., Texarkana, TX. (See enclosed map.)

Item 1. Call to order.

Item 2. Invocation.


Item 4. Approve the minutes as submitted of the Ark-Tex Council of Governments Board of Directors Meeting held Thursday, September 29, 2016, in Sulphur Springs, Texas.

Review and Comment

Item 5. Review and comment on an application to the US Department of Agriculture, Rural Development Office, by Linden Economic Development Corporation for a grant in the amount of $99,900, to establish a new revolving loan fund for small businesses in the City of Linden and within a five mile radius. (To be presented by staff member Vickie Williamson)

Regular Business

Item 6. Review and consider approval of a Board member to serve on the Executive Committee of the Board of Directors to fill a current vacancy. (To be presented by Nominating Committee Chair, Ann Rushing, Mayor, City of Clarksville)

Item 7. Review and consider approval of revisions to the ATCOG Policies and Procedures Manual as revised by the Board of Directors March 27, 2014. (See attachment 1) (To be presented by staff member Sharon Pipes)

Item 8. Review and consider approval of ATCOG membership for the City of Red Lick. (See attachment 2) (To be presented by staff member Amber Thurston)

Other Business

Item 9. Presentation of Bylaws ideas. (See attachment 3) (To be presented by Executive Director Chris Brown)

Item 10. Ratification of Transportation Project Grant Agreements. (To be presented by Executive Director Chris Brown)
   - Section 5311 Rural Transportation Assistance Program (RTAP)
   - TIGER Application

Item 11. Discussion of North East Texas Regional Coalition legislative visits. (To be presented by Executive Director Chris Brown)

Item 12. Executive Directors Report. (For information only - to be presented by Executive Director Chris Brown)
   - Ombudsman Monitoring Report
Announcements

The next Executive Committee Meeting will be held Thursday, January 26, 2017, at 10:00 a.m., at the Titus County Extension Office in Mt. Pleasant, Texas.

Pursuant to the Texas Open Meeting Act, Government Code Chapter 551 one or more of the above items may be considered in executive session closed to the public, including but not limited to consultation with attorney pursuant to Texas Government Code Section 551.071 and Section 551.074 arising out of the attorney’s ethical duty to advise ATCOG concerning legal issues arising from an agenda item. Any decision held on such matter will be taken or conducted in open session following the conclusion of the executive session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Administration at 903-832-8636 two (2) work days prior to the meeting so that appropriate arrangements can be made.

All agendas are sent electronically and available at www.atcog.org. Should any Board Member need a copy printed and available at the meeting, please call 903/255.3555 or email athurston@atcog.org.
From I-30, take the State Line Ave exit. Proceed on access road and turn right on State Line. Turn right at the first red light (W 52nd St.) Follow the road, which will turn into Elizabeth St. Travel approximately 1/2 mile; ATCOG will be on the left.
The Board of Directors of the Ark-Tex Council of Governments (ATCOG) met at 10:00 a.m., Thursday, September 29, 2016, at Sulphur Springs City Hall, 201 N. Davis St, Sulphur Springs, Texas, hosted by the Honorable Emily Glass, Mayor, City of Sulphur Springs.

Item 1. President L.D. Williamson, Judge, Red River County, called the meeting to order.


Item 3. Each attendee introduced themselves at this time. Chris Brown, Executive Director, ATCOG, introduced Roger Feagley, Executive Director, Sulphur Springs Economic Development Corporation. Mr. Feagley announced an upcoming Rural Transportation Summit, to be held at the Sulphur Springs Civic Center on November 9, 2016. He explained invitations would be sent closer to the date with more detailed information.

Item 4. The next order of business was to approve the minutes as submitted of the Ark-Tex Council of Governments Board of Directors meeting held Thursday, June 30, 2016, in Daingerfield, Texas.

Motion to approve was made by Lynda Munkres, Judge, Morris County, and seconded by Becky Wilbanks, Judge, Cass County. The minutes were approved.

Review and Comment

Item 5. Paul Prange, Environmental Resources Coordinator, presented for consideration an Environmental Assessment to the Texas Commission on Environmental Quality (TCEQ) for proposed Water Quality Permit Renewal by the City of Maud to authorize the discharge of treated wastewater from the facility located in Bowie County, Texas, ultimately to Wright Patman Lake.

Motion to approve was made by Brian Lee, Judge, Titus County and seconded by A.M. “Rip” Benefield, Councilman, Queen City. It was approved.

Item 6. Mr. Prange presented for consideration an Environmental Assessment to TCEQ for proposed Air Quality Permit renewal by the following:

a) Pilgrim’s Pride Corporation authorizing modification to the Feed Mill located at 110 South Texas St, Pittsburg, Camp County, Texas.

b) Harold Jackson Smith, Jr., authorizing the continued operation of a concrete batch plant located at 1358 County Road 3070, Cookville, Titus County, Texas.

Motion to approve both items was made by Councilman Benefield and seconded by Judge Brian Lee. The items were approved.

Item 7. Vickie Williamson, Special Projects Coordinator, presented for consideration an application to the Department of Health and Human Services, Office of Head Start, by Sulphur Springs Independent School District for a grant in the amount of $948,125, to be matched with $192,188 in-kind, to being an early head start program for infants and toddlers.

Motion to approve was made by Robert Newsom, Judge, Hopkins County, and seconded by Councilman Benefield. It was approved.
Item 8. Ms. Williamson presented for consideration an application to the Economic Development Administration by TexAmericas Center for a grant in the amount of $1,500,000 for the construction of sewer improvements, water for fire suppression and a parking lot.

Motion to approve was made by Judge Munkres and seconded by Judge Wilbanks. It was approved.

*Items 9 & 10 were not required for discussion.*

**Regular Business**

Item 16. Sharon Pipes, Director of Administration, presented for consideration a Resolution for ATCOG membership in the Texas County & District Retirement System (TCDRS) effective January 1, 2017, and dissolution of the Money Purchase Pension Plan with American Funds effective December 31, 2016. At this time, she introduced Roxanne Aldridge with TCDRS, who presented information on the new retirement plan.

Motion to approve was made by M.C. Superville, Jr., Judge, Lamar County, and seconded by Scott Lee, Judge, Franklin County. It was approved.


Motion to approve was made by Judge Brian Lee. No second was required due to the Budget Committee approving the item in the meeting held prior to the Board meeting. It was approved.

Item 12. Judge Superville presented for consideration approval of a Board member to serve on the Executive Committee of the Board of Directors to fill a current vacancy. Due to the Nominating Committee needing more time to evaluate the nominees, Judge Superville requested to table the item until the next Board of Directors meeting in December. Judge Newsom seconded the motion. This item was tabled.

Item 13. Amber Thurston, Executive Assistant, presented for consideration approval of reappointment of the Executive Committee members to serve a 2-year term beginning October 1, 2016.

Motion to approve was made by Judge Superville and seconded by Judge Wilbanks. The item was approved.

Item 14. Judge Superville presented for consideration approval of reappointment of Executive Committee members to serve as Officers of the Board of Directors for a 2-year term beginning October 1, 2016.

Motion to approve was made by Judge Scott Lee and seconded by Judge Superville. It was approved.


Motion to approve was made by Mr. Fisher and seconded by Judge Newsom. It was approved.

Item 17. Mae Lewis, Housing Manager, presented for consideration approval of revisions to the ATCOG Housing Choice Voucher Program Administrative Plan effective November 1, 2016. A list of revisions and changes were provided for the Board.

Motion to approve was made by Judge Brian Lee and seconded by Judge Munkres. It was approved.

Item 18. Lisa Reeve, Area Agency on Aging Manager, presented for consideration approval of appointment of two new member to the Area Agency on Aging Advisory Council.
Motion to approve appointment of Ms. Eden Leach and Ms. Shelly Braziel was made by Mr. Fisher and seconded by Judge Newsom. The item was approved.

Item 19. Ms. Thurston presented for consideration approval of combing the November and December ATCOG Board meetings into one meeting to be held on December 8, 2016.

Motion to approve was made by Judge Munkres and seconded by Councilman Benefield. It was approved.

**Other Business**

Item 20. Ms. Reeve introduced Debra Newton, Accounting Specialist, as ATCOG’s 2016 Employee of the Year. Ms. Reeve read the nomination letter from staff and Judge Williamson presented Ms. Newton with a plaque of appreciation.

**Announcements**

Mr. Brown announced there would not be an RPO meeting held in October due to the Transportation Summit being held in November.

He also announced that the State will be moving Rural Transit to an exception item in the upcoming State Budget. This could potentially signify major budget cuts for the Rural bus system, which would cause a huge impact for those citizens. Mr. Brown explained he would keep the counties updated on these findings.

Ms. Williamson announced a Community Outreach grant opportunity of approximately $38,000 available for any type of community organizations. Please see her for additional information.

Mr. Brown introduced Lezley Brown, President/CEO of the Hopkins County Chamber of Commerce.

Judge Williamson announced the next Executive Committee meeting would be held on Thursday, October 27, 2016 at the Titus County Extension Office in Mt. Pleasant, Texas.

At this time, there was no further business, so motion to adjourn was made by Judge Newsom and seconded by Judge Wilbanks. The meeting was adjourned.

**EXECUTIVE COMMITTEE MEMBERS PRESENT**

L. D. Williamson, Judge, Red River County
Chuck Superville, Jr., Judge, Lamar County
Brian Lee, Judge, Titus County
Scott Lee, Judge, Franklin County
Robert Newsom, Judge, Hopkins County
Lynda Munkres, Judge, Morris County
Becky Wilbanks, Judge, Cass County
Jason Murray, Judge, Delta County
Emily Glass, Mayor, City of Sulphur Springs
A.M. “Rip” Benefield, Councilman, Queen City
Brady Fisher, Northeast Texas Resource Conservation & Development Area, Inc.

**BOARD MEMBERS PRESENT**

Dennis Chartier, Mayor, City of Naples
Billy Trenado, Councilman, City of Paris
Scott Norton, TexAmericas Center
Nick Holloway, Councilman, City of Blossom
Robert L. Douglas, Delta County MUD
GUESTS PRESENT
Daniel Alders, Office of Senator Ted Cruz
Ginny Lewis, Texas Association of Regional Councils
Lezley Brown, Hopkins County Chamber of Commerce
Roger Feagley, Mt. Pleasant EDC
Doyce Winchester, TDEM
Robert McGee, Queen City Police Department
Roxanne Aldridge, TCRDS

STAFF PRESENT
Chris Brown, Executive Director
Sharon Pipes, Director of Administration
Linda Moore, Finance Manager
Lisa Reeve, Manager, Area Agency on Aging
Mae Lewis, Housing Manager
Leslie McBride, Human Resources Coordinator
Patricia Haley, Criminal Justice Coordinator
Paul Prange, Environmental Resources Coordinator
Vickie Williamson, Special Projects Coordinator
Debra Newton, Accounting Specialist
Amber Thurston, Executive Assistant
Royale James, Americorp Intern

__________________________________
L. D. Williamson, President
Ark-Tex Council of Governments

ATTEST:

__________________________________
ARK-TEX COUNCIL OF GOVERNMENTS
APPLICATION / PROJECT STAFF REVIEW

Project SAI No: TX-R-20161117-0001-05
Date Received: 11/17/2016
Staff Assignment: Vickie Williamson

Applicant: Ark-Tex Council of Governments

Project Title:
USDA Rural Business Development Grant Program

PROJECT DESCRIPTION:

Proposed Activity: Funds will be used to establish a revolving loan fund

<table>
<thead>
<tr>
<th>Budget</th>
<th>Amount</th>
<th>Source / Funding Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$99,999.00</td>
<td>USDA Grant</td>
</tr>
<tr>
<td>State</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Local</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Applicant</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>99,999.00</td>
<td></td>
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</tbody>
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Personnel Required:
No additional personnel required

PROJECT REVIEW: (PROVIDE ADEQUATE DETAIL)

Area to be served:
City of Linden and five mile radius

Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?
Yes. Assurances included in application

Is the project consistent with state, areawide, and / or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?
Yes. This proposal seeks to increase economic development by offering low interest loans to local small businesses;

Does the project address a clearly defined need?
Yes. The unemployment rate in Linden is higher than that of the county, state, or federal rates; while median household income is lower. It is extremely difficult for business start-ups to obtain traditional bank financing. There are twelve empty storefronts in the Linden business district that the Linden EDC hopes to fill with new businesses.
<table>
<thead>
<tr>
<th><strong>Is the project likely to produce any significant adverse effects on the environment?</strong></th>
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<tbody>
<tr>
<td>No</td>
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<tr>
<th><strong>Are the project's goals identified, specific, measurable, and achievable?</strong></th>
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<tbody>
<tr>
<td>Yes. The project plans to assist new and existing small businesses create and retain jobs and spur economic development through a loan fund. The goal is to create at least 1 job for every $25,000 in loan funds.</td>
</tr>
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<table>
<thead>
<tr>
<th><strong>Does the proposal demonstrate a feasible delivery strategy?</strong></th>
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</thead>
<tbody>
<tr>
<td>Yes. Linden EDC has created a loan plan along with policies and procedures to ensure all loans meet the required criteria and can reasonably be expected to be repaid. They have two bank loan officers and two small business owners on their loan committee, as well as a loan manager on staff.</td>
</tr>
</tbody>
</table>

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<tr>
<th><strong>Does the project contribute to a balanced delivery of services among political subdivisions covered by the application?</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes. All applications within a five mile radius of the city of Linden will be considered and evaluated.</td>
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<tr>
<th><strong>Do the anticipated accomplishments of the project justify the amount of funds requested? (Cost / Benefit Analysis)</strong></th>
</tr>
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<tbody>
<tr>
<td>Yes. The objective is to assist as many small businesses with expansions and job creation as possible.</td>
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<tr>
<th><strong>Does the applicant's prior performance indicate high probability that the proposed objectives will be accomplished?</strong></th>
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<tbody>
<tr>
<td>Yes. The Linden EDC has managed a revolving loan fund for over ten years. They have been operating as a 4B Economic Development Corporation for the last six years. The Executive Director of the EDC has over thirty years of experience in community planning and development.</td>
</tr>
</tbody>
</table>

**Additional Information:**

**STAFF RECOMMENDATIONS:**

Staff recommends a favorable review.
RESOLUTION NO. BD17-001

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON AN APPLICATION BY LINDEN ECONOMIC DEVELOPMENT CORPORATION TO THE UNITED STATES DEPARTMENT OF AGRICULTURE, RURAL DEVELOPMENT OFFICE FOR A GRANT IN THE AMOUNT OF $99,999.00, TO ESTABLISH A NEW REVOLVING LOAN FUND FOR SMALL BUSINESSES IN THE CITY OF LINDEN AND WITHIN A FIVE MILE RADIUS OF THE CITY.

WHEREAS, under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperative Act of 1968, the Ark-Tex Council of Governments has been designated as the area wide agency to review certain applications for which federal financial assistance is requested, and

WHEREAS, it is desirable and in the public interest that certain development plans be reviewed by the Ark-Tex Council of Governments for their consistency with the overall development of the Region.

NOW, THEREFORE BE IT RESOLVED BY THE ARK-TEX COUNCIL OF GOVERNMENTS:

Section 1 - That the submission of an application by Linden Economic Development Corporation to the Department of Agriculture, Rural Development Office, for a grant in the amount of $99,999.00, to establish a new revolving loan fund for small businesses within the City of Linden and a five mile radius of the city, has been reviewed by the Board of Directors and can reasonably be expected to become part of the overall regional plan.

Section 2 – That the above mentioned improvements are desirable and urgently needed for public safety and welfare.

REVIEWED AND APPROVED THIS 8TH DAY OF DECEMBER, 2016.

____________________________________
L. D. Williamson, President
Ark-Tex Council of Governments

ATTEST:

__________________________________

10
ITEM 7:
Review and consider approval of revisions to the Ark-Tex Council of Governments (ATCOG) Policies and Procedures Manual as revised by the Board of Directors March 27, 2014.

BACKGROUND
The Board of Directors is required to approve all revisions to the Policies and Procedures Manual. We request to update our manual to reflect changes in various sections, to include Programs and Services, Political Activity, Bereavement Leave, Retirement Plan, Holidays, Employee Performance Evaluations, and Attachment B – Policies and Procedures Pertaining to Employees Involved in Direct Delivery of Services.

DISCUSSION
Programs and Services. We are amending this policy to change “Special Projects Division” to “Regional Development Program” and to include “Building Custodial and Maintenance Services” under “Administration.”

3.09 Political Activity. Section 1, c. has been revised to include exceptions covered by legislation that allows the Ombudsman to review and, if necessary, comment on any existing and proposed laws, regulations, and other government policies and actions that pertain to the rights and well-being of residents. This change is to correct any conflict with the AAA Policies and Procedures Manual and is required by the Department of Aging and Disability Services.

6.20 Emergency/Bereavement Leave. This revision will include notification by employees in the event of a death or emergency during non-working hours when the employee is unable to complete the Leave Request Form. This revision does not change the actual bereavement policy.

7.04 Retirement Plan, 7.05 Retirement Plan Trustees. This revision is based on Board approval in September 2016 for ATCOG to dissolve our American Funds Money Purchase Pension Plan and become a member of Texas County & District Retirement System (TCDRS) effective January 1, 2017. The Retirement policy has to be changed to reflect the requirements of the TCDRS plan. In addition, the “Pension Plan Trustees” will now be referred to as the “Retirement Plan Trustees.”

8.04 Work During Holidays. Now that we have drivers who regularly work on holidays and Saturdays, we are revising our policies to allow the holiday to be taken prior to the actual date as long as the holiday is taken within the current payroll period.

15.03 Employee Performance Evaluations. This section is being revised to delete c, which was the requirement to perform an evaluation one year after the initial six- or nine-month evaluation removing employees from the introductory period. Now that yearly evaluations are required, this is no longer necessary. Also, the date that yearly evaluations are due is being changed from January 31st to June 30th each year. This will allow the employee to be evaluated prior to the adoption of the new budget in September each year.

Attachment B – Policies and Procedures Pertaining to Employees Involved in Direct Delivery of Services. Number 4 is being revised to allow for drivers in certain parts of the region to be paid for a holiday as long as they are in a work status on their scheduled day before and scheduled day after the holiday. (This is being changed as some of our Greyhound drivers have schedules that are not Monday through Friday.)
addition, we will allow a holiday to be taken prior to the actual date as long as the holiday is taken within the current payroll period.

All of these proposed policy revisions are efforts by our agency to ensure staff have clarification on our procedures and any forthcoming changes, i.e., our new retirement plan. If approved by the Board, the revisions will be distributed to all employees and added to our Policies and Procedures Manual on the shared administration folder.

RECOMMENDATION

Staff recommends approval of all revisions to the Policies and Procedures Manual in the sections as outlined above.

Attachments
PROGRAMS AND SERVICES

The ATCOG currently has **three (3) two (2)** active Divisions and **nine (9) ten (10)** active Programs:

**DIVISIONS**

**EXECUTIVE:**

Oversight of all staff and programs at ATCOG.

**ADMINISTRATION:**


**SPECIAL PROJECTS:**

Grant Writing Services, Hazard Mitigation Planning, Infrastructure Development Grant Programs, Marketing and all Special Programs or Projects.

**PROGRAMS**

**AREA AGENCY ON AGING:**

Benefits Counseling, In-Home Services, Nursing Home Ombudsman, Advocacy Services, Case Management, Administrative Law Services, Information and Referral, Meals and others.

**CRIMINAL JUSTICE:**

Criminal Justice Planning, Law Enforcement Training, and Juvenile Justice.

**ECONOMIC DEVELOPMENT:**

Local and State Regional and Economic Development, and Revolving Loan Programs.

**ENVIRONMENTAL:**

Solid Waste Management Planning, Water Quality Planning and Land Reuse.

**FINANCE:**

Budget Preparation, Consolidation, and Execution; Audit; Procurement; and all other Financial Operations.
HOUSING:

U.S. Department of Housing and Urban Development (HUD) Housing Choice Voucher Program (formerly Section 8).

INFORMATION TECHNOLOGY:


PUBLIC SAFETY:

Emergency Management Planning and Citizen CORPS; Regional 9-1-1 Emergency Communications, Rural Addressing and GIS/Mapping.

REGIONAL DEVELOPMENT:

Grant Writing Services, Hazard Mitigation Planning, Infrastructure Development Grant Programs, Marketing and all Special Programs or Projects.

TRANSPORTATION:

Transportation Planning, Rural Public Transportation, Urban Transit and Vehicle Maintenance.

(Rev. 12/08/2016)
3.09 POLITICAL ACTIVITY

Employees of ATCOG are encouraged to vote and to exercise other prerogatives and rights of citizenship consistent with state and federal law and these policies.

1. An employee, in his or her official capacity, may not:

   a. Use his or her official authority or influence to interfere with or affect the result of an election or nomination for office; or

   b. Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer or employee to pay, lend, or contribute anything of value to a political party, committee, organization, agency, or person for a political purpose; or

   c. Use funds provided by State or Federal Agencies to influence the passage or defeat of any legislation or to effect the outcome of any election, with allowable exceptions per U.S. Code of Federal Regulations §1324.19, Duties of the Representatives of the Office (please refer to AAA Policies and Procedures Manual, Chapter IV, Review of Proposed Laws, Regulations, and Policies); or

   (Rev. 12/08/2016)

   d. Be a candidate for election to a public office held by a member of the governing body of ATCOG.

2. In addition, any ATCOG employee who is subject to the provisions of the Federal Hatch Act may not be a candidate for elective office in a partisan election. (A partisan election is an election in which candidates are to be nominated or elected to represent a party whose candidates for presidential electors received votes in the last preceding election at which presidential electors were selected.) ATCOG employees are subject to this additional Hatch Act restriction if their principal employment is in connection with an activity that is financed in whole or in part by loans or grants made by the federal government.

3. An employee’s political activity shall not be considered in determining compensation. An employee who runs for election to an elected office will be required to notify the Executive Director of his/her intentions, and will be encouraged, but not required, to take a leave of absence beginning upon filing for elected office and ending upon final election. If an employee is successful in the bid for election, that employee will not be eligible to serve on an ATCOG Board, even though entitled to because of his/her official elected capacity, unless the employee first terminates employment with ATCOG. If the position is a paid elected position, the employee must resign his/her ATCOG position prior to taking office.

4. An employee’s political activity shall not be considered in determining eligibility for promotion or demotion, work assignment, leave or travel request, or in applying any other employment practice to the employee.
7. Except as required by law, no approved leave of absence may last longer than 180 consecutive days. Any employee who, for any reason or combinations of reasons, is absent from the job for a total of 180 consecutive calendar days of work in a 12-month period will be terminated. The Human Resources Office will process the employee’s termination on the 181st day. This policy does not affect any benefits or rights granted by law.

6.19 REVOCATION OF LEAVE OF ABSENCE

A leave of absence without pay may be revoked upon receipt of evidence that the cause for granting the leave has ceased to exist or the employee misrepresented material facts to gain such leave. Such misrepresentation may result in disciplinary action, up to and including termination.

6.20 EMERGENCY/BEREAVEMENT LEAVE

Up to three (3) days of emergency/bereavement leave with pay may be granted to all regular employees regardless of length of service by the Director/Manager with the approval of the Executive Director in the event of a catastrophic family emergency. Requests for emergency/bereavement leave will be made by completing the Leave Request Form unless the death or emergency occurs during non-working hours, in which case the employee will notify his/her supervisor as soon as possible. The supervisor will determine the number of days up to three (3) based on the circumstances, e.g., nature of emergency, relationship of family member (see Section 6.07 for definition), distance to family member locale, etc. NOTE: Any leave the employee requests in addition to emergency/bereavement leave will be charged to the appropriate category, annual leave or sick leave, depending upon the circumstances.

(Rev. 12/08/2016)

In addition, one (1) day of emergency/bereavement leave or sick leave, depending upon the circumstances, may be granted to attend funeral services of other family members of employee and spouse, as follows: grandparent, niece or nephew, and aunt or uncle.

6.21 EMERGENCY ANNUAL/SICK LEAVE

Employees who have a need for annual or sick leave due to an unforeseen circumstance or illness will notify his/her supervisor within 30 minutes after the beginning of the scheduled work time on the first day of absence. As soon as the employee returns to work, he/she will complete the Leave Request Form in order to formally document the absence.

6.22 SUBSTITUTION OF LEAVE

Except when specifically authorized by the Director, one type of leave will not be substituted for another when the balance of the original requested leave is insufficient or nonexistent.
1. **MONEY PURCHASE PENSION ATCOG RETIREMENT PLAN.**
   Effective January 1, 2017, ATCOG participates in the Texas County &
   District Retirement System (TCDRS) for the benefit of all regular full-
   time employees and regular part-time employees. Employees contribute
   4% of their salary into their retirement fund each payday on a pre-taxed
   basis, and ATCOG matches employee contributions at 100%, or an
   additional 4% each payday. Employees become 100% vested after 8 years
   of employment and are eligible for retirement benefits at age 60, if vested.
   In addition, the Retirement Plan Trustees Committee and the Board of
   Directors have approved adoption of the rule of 75 for retirement
   eligibility (total of your age plus years of service) and/or 30 years of
   service regardless of age. Employee retirement accounts will earn 7%
   compounded interest yearly, ATCOG has established the ATCOG Money
   Market Pension Plan for the benefit of its regular full-time employees and
   regular part-time employees working 20 or more hours weekly. ATCOG
   contributes all funds into the plan. However, employees designate the
   percent of the ATCOG contributed amounts to one or more of the fourteen
   (14) funds of the fund group that were approved by the Pension Plan
   Trustees and the Board of Directors. Employees become 100% vested
   after 6 years of employment, with gradual vesting starting at 20% after 2
   years, 40% after 3 years, 60% after 4 years, and 80% after 5 years. Once
   an employee ceases employment, regardless of reason, he then becomes
   eligible to withdraw 100% of the vested portion of funds based in his
   account(s). The master plan documents are available for inspection in the
   Human Resources Office. Early withdrawal may be subject to IRS
   penalties.
   
   If an employee ceases employment prior to 8 years of service, regardless
   of reason, he/she then becomes eligible to withdraw the funds the
   employee has contributed, minus taxes and/or IRS penalties, if applicable.
   No matching ATCOG funds are available to that employee since vesting
   has not been achieved. Employees that attain retirement eligibility will
   receive a monthly, defined retirement amount based on the dollars that are
   in their respective retirement account. No partial lump-sums are payable
   at retirement and no in-service withdrawals can be made.
   
   The Plan Participation Agreement is available for inspection in the Human
   Resources Office.

   (Rev. 812/2708/20156)

2. **403B PENSION PLAN.** ATCOG has established a 403B Pension Plan.
   Employees contribute funds into the plan based on the percent of pre-taxed
   dollars they desire to contribute. Employees designate the percent of their
   contributed amounts to one or more of the nine (9) funds of the fund group
   that were approved by the Pension Plan Trustees and the Board of
   Directors. Employees are 100% vested in the 403B Plan from the date
   they start contributions. Once an employee ceases employment,
   regardless of the reason, he then becomes eligible to withdraw all of the
   funds in his account(s). Early withdrawal may be subject to IRS penalties.
The master plan documents are available for inspection in the Human Resources office.

7.05 **PENSION RETIREMENT PLAN TRUSTEES**

ATCOG’s Pension Retirement Plan Trustees are made up of four (4) Board members and four (4) staff members. There has been a scheduled and systematic approach established for selection of two staff. The Executive Director and Director of Administration are fixed positions, as are the Board member positions which are appointed by the ATCOG Board President. Every September a staff person is elected by their peers to be a member of the Trustees for a 2-year period with the oldest serving staff member rotating off the committee.

(Rev. 12/08/2016)
8.00 HOLIDAYS

8.01 GENERAL POLICY

Paid holidays are established by the ATCOG Board of Directors and will be observed as follows:

<table>
<thead>
<tr>
<th>Holiday</th>
<th>Date</th>
</tr>
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<tbody>
<tr>
<td>New Year's Day</td>
<td>January 1</td>
</tr>
<tr>
<td>Memorial Day</td>
<td>Last Monday in May</td>
</tr>
<tr>
<td>Independence Day</td>
<td>July 4</td>
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<td>Labor Day</td>
<td>First Monday in September</td>
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<td>Veteran's Day</td>
<td>November 11</td>
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<tr>
<td>Thanksgiving Day</td>
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<tr>
<td>Friday Following Thanksgiving</td>
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<tr>
<td>Christmas Day</td>
<td>December 25</td>
</tr>
<tr>
<td>Personal Day (2)</td>
<td>Floating</td>
</tr>
</tbody>
</table>

If a holiday occurs on Saturday, it will be observed the Friday before the holiday. If a holiday occurs on Sunday, it will be observed the Monday after the holiday. An employee must either work or be in paid leave status the work day preceding and the work day following a holiday in order to receive pay for the holiday.

An employee who has completed his/her introductory period is entitled to take two eight (8) hour personal days on any day chosen by the employee. Requests for a personal day shall be made in writing on a Leave Request Form and approved by the Director or Executive Director. A personal day must be taken in its entirety and not split up.

8.02 ELIGIBLE EMPLOYEES

Only regular full-time and part-time employees working thirty (30) hours or more per week will receive paid holidays. Temporary employees are not paid for holidays not worked.

8.03 HOLIDAY DURING VACATION

If an official holiday falls within a regular employee’s approved vacation schedule, the employee will be granted the holiday and not charged for a day of vacation.

8.04 WORK DURING HOLIDAYS

Every effort will be made to observe all authorized holidays on the day they normally occur. However, if the Executive Director finds it necessary, he may direct some or all employees to report for work on any holiday. Employees who are required to work on an authorized holiday will be given the opportunity to take the missed holiday at a later date. Make-up holidays normally will be taken within the current payroll period; however, all make-up holidays must be taken within thirty (30) days or the holiday will be forfeited without compensation to the employee. The holiday may also be taken prior to the actual date within the current payroll period.
15.00 JOB DESCRIPTIONS AND PERFORMANCE EVALUATIONS

15.01 JOB DESCRIPTIONS

Each Director will establish and periodically review an official job description for each regular full-time, part-time, or temporary position within the organization. Job Descriptions on new positions will be developed and submitted to the Executive Director for approval with a recommendation for competitive level. Job descriptions will identify both the Essential and Non-Essential (Marginal) Functions of the job, as well as the necessary qualifications; i.e., education, knowledge, skills and abilities.

15.02 REQUESTS FOR CLARIFICATION

In the absence of any request for clarification, each employee is considered to understand the responsibilities assigned to the position which he or she occupies. At hire or at any time an employee changes positions, he/she will sign the job description verifying their ability to perform the essential functions of the position with or without reasonable accommodation.

15.03 EMPLOYEE PERFORMANCE EVALUATIONS

The Executive Director will implement a system to subjectively evaluate every employee’s job performance at regular intervals.

1. Employee job performance evaluations shall be conducted as follows:

   a. At the end of the first six months following initial hire date and again at the end of nine months (unless the introductory period is lifted in six months).

   b. At the end of the first six months following the date an employee assumes a new position within the organization and again at the end of nine months (unless the introductory period is lifted in six months). For example, when an employee is assigned duties not previously included in their current position, or when an employee is selected for promotion to a higher grade, etc.

   c. **On the first anniversary date following the last introductory period evaluation (at 6 or 9 months)**:

   d. **c.** Each year thereafter, receipt of which is due no later than January 31st, June 30th each year.

   e. **d.** An evaluation can be performed at any time at the request of the supervisor, either when the supervisor deems job performance warrants a merit increase or notices a significant decline in the quality of job performance. **Note:** An evaluation is necessary for recommendation of a merit pay increase.

      (Rev. 12/8/2016)

2. Every employee performance evaluation shall be in written form.
ATTACHMENT B

POLICIES AND PROCEDURES PERTAINING TO EMPLOYEES INVOLVED IN DIRECT DELIVERY OF SERVICES

The Policies and Procedures Manual (hereinafter referred to as “Manual”) of Ark-Tex Council of Governments (ATCOG) adopted on March 28, 2002, as amended on March 27, 2014, will apply to all employees. However, realizing that employees involved in the direct delivery of services will have working conditions unrelated to other employees, some sections of the Manual will not be applicable to those employees. Therefore, the following policies as outlined in Attachment B will apply directly to employees involved in the direct delivery of services. In all cases policies in Attachment B will take precedence over sections in the Manual wherein a contradiction arises.

All employees involved in the direct delivery of services should refer to policies below for daily operating guidelines.

1. Working Hours: Work hours for employees involved in the direct delivery of services will normally be Monday through Saturday and will fluctuate according to needs that arise. Some employees will be required to work on Sunday as scheduled and dependent upon particular bus routes and services. Employees will be given a work schedule as soon as possible before each shift, and throughout the shift as schedule changes occur for those drivers not on a fixed route. Refer to 9.00 WORK SCHEDULES AND TIME REPORTING of the Manual for other policies pertaining to working hours.

2. Sick Leave: If an employee is ill or has an emergency sick leave situation, he/she will notify the supervisor immediately and is not to wait until such time as his/her shift begins, in order for the supervisor to arrange adequate shift coverage. Refer to 6.09 USE OF SICK LEAVE of the Manual for other policies pertaining to use of sick leave.

3. Emergency/Bereavement Leave. If an employee has a death in the immediate family for which bereavement leave is required, that employee must report the need for leave to his/her supervisor immediately, in order for the supervisor to arrange adequate shift coverage. Refer to 6.20 EMERGENCY/BEREAVEMENT LEAVE of the Manual for other policies pertaining to bereavement leave.

4. Attendance: Employees who expect to be late for or absent from work must report the expected tardiness or absence to his/her supervisor immediately, in order for the supervisor to arrange adequate shift coverage. Refer to 3.05 TIMELINESS AND ATTENDANCE of the Manual for other policies pertaining to attendance.

5. Holidays: Employees involved in the direct delivery of services may not be able to observe holidays on the day the holiday actually occurs. However, those employees will be given another day off with pay in lieu of the holiday as scheduling permits. The employee must take the make-up holiday within 30 days of the holiday or forfeit that holiday without compensation. The holiday may also be taken prior to the actual date within the current payroll period. In addition, employees working alternate schedules must be in a paid leave status the scheduled work day before and the scheduled work day after a holiday in order to receive pay for the holiday. Refer to 8.00 HOLIDAYS of the Manual for a list of holidays observed by ATCOG and other policies pertaining to holidays.
ITEM 8:

Review and consider approval of ATCOG membership for the City of Red Lick.

BACKGROUND:

According to the Bylaws, Article III, Item 1 the Board of Directors must approve a governmental entity that requests to become a member of ATCOG.

DISCUSSION:

The City of Red Lick submitted a written request to ATCOG November 15, 2016, expressing their desire to become a member. The City has agreed to pay the annual membership fee of $100, prorated for the remainder of FY 2017, and appoint a representative to the Board of Directors upon approval.

RECOMMENDATION

Staff recommends Board approval of this request for the City of Red Lick.
ITEM 9:

BYLAWS

ARK-TEX COUNCIL OF GOVERNMENTS

ARTICLE 1

Name and Organization

There is hereby organized pursuant to the authority granted by Article 1011m, Revised Civil Statutes of Texas, and Arkansas Interlocal Cooperation Act 430, an Interstate Regional Planning Commission, hereafter called Council, which shall be known as the Ark-Tex Council of Governments, a voluntary association of local governmental units located in the Texarkana, Texas area.

ARTICLE II

Purpose and Objectives

1. It shall be the purpose of the Council: (1) to encourage and permit local units of government to join and cooperate with one another to improve the health, safety and general welfare of their citizens; (2) to plan for the future development of the region to the end that transportation systems may be more carefully planned; that the communities, areas and regions grow with adequate streets, utilities and health, educational, recreational and other essential facilities; that needs of agriculture, business and industry be recognized; that residential areas provide health surroundings for family life; that historical and cultural value be preserved; and that the growth of the communities, areas and regions is commensurate with and promotive of the efficient and economical use of public funds; and (3) to eliminate duplication and promote economy and efficiency in the coordinated development of the area.

2. In achieving these objectives, the Council may: (1) exercise any powers heretofore or hereafter conferred upon it by state law; (2) undertake studies, collect data and develop area plans and programs; (3) engage in such other activities as the Council finds necessary or desirable to accelerate area development and correct area problems; (4) receive and expend gifts, contributions and donations which may be made to the Council to accomplish its purposes; (5) apply and contract for, receive and expend funds from Council members, as provided in the Bylaws, to finance the costs of operations; and (6) assist, encourage, and coordinate the activities of all parties concerned both public and private, in implementing those plans and programs which affect the growth and development of the area.
ARTICLE III

Membership

1. Membership shall consist of local governmental units as defined in Section 18 of Article 1011m of Vernon’s Annotated Civil Statutes, Chapter 391 of the Texas Local Government Code and of the Arkansas Interlocal Cooperation Act 430, which may join by passage of an ordinance, resolution, order or other means, upon payment of dues as provided in Article XI of the Bylaws and approval of the Board of Directors of the Ark-Tex Council of Governments.

2. Local governmental units eligible for membership shall be geographically situated in whole or in part, within Bowie, Cass, Morris, Red River, Lamar, Delta, Franklin, Hopkins, and Titus Counties in Texas, and Miller County in Arkansas, and adjoining counties upon the approval of the Board of Directors of the Council, and may include counties, cities, towns, villages, hospital authorities, districts or other political subdivisions of the State.

3. A member which is more than six months in arrears in its dues as herein provided may be denied its voting privileges until such time as the dues are paid.

4. A member may withdraw from the Council upon notifying the Executive Committee by resolution or other appropriate legal action of the governing body of such withdrawing member. In the event of withdrawal by a member of the Council, said member shall not be entitled to a return of any portion of previously paid annual dues.

5. As an honor, past presidents who are no longer member representatives may be recognized as ex-officio, non-voting, non-dues paying, non-entity representative members by the Board in the capacity of citizen advisors.

6. Associate Membership may consist of a State Public University, an Economic Development Corporation as defined in Chapter 501 of the LGC or similar organization, or a Regional Service Organization that utilizes government funding for a majority of their operations, and be located within the region as described in Article III.2
ARTICLE IV
Board of Directors

1. The Board of Directors shall be composed of members elected or appointed by the membership within the area specified in these Bylaws, and shall be elected or appointed as may be determined by each respective member in the following manner as longs as the Board maintains two-thirds of the membership be elected officials of member cities or counties (LGC 391.006 CB1):

   a. Each member County Government shall have one Director who shall be an elected official appointed by the Commissioner’s Court;

   b. Each member City Government with a population of 10,000 or more shall have three Directors who shall be elected officials appointed by the City Council;

   c. Each member City Government with a population of less than 10,000 shall have one Director who shall be an elected official appointed by the City Council;

   d. Each member Community / Junior College District and School District shall be entitled to have one member on the Board of Directors who shall be appointed from by their elected governing body, who is a governing body member or the College President, from the area described in Article III.2 of these Bylaws;

   e. Each member Special District shall be entitled to have one member on the Board of Directors who shall be appointed from by their governing body, who is a governing body member, or President/Executive Director, from the area described in Article III.2 of these Bylaws;

   f. Each member Authority shall be entitled to have one member on the Board of Directors who shall be appointed from by their governing body, who is a governing body member, or President/Executive Director of the Authority and shall be from the area described in Article III.2 of these Bylaws.

   g. All members of the Texas Legislature whose districts include all or part of the Ark-Tex Council of Governments’ region shall be an ex officio, nonvoting member to serve on the Board of Directors.

   h. Each member State Public University shall be entitled to have one member on the Board of Directors who shall be appointed by their governing body from the area described in Article III.6 of these Bylaws

   i. Each member Economic Development Corporation shall be entitled to have one member on the Board of Directors who shall be appointed by their governing body from the area described in Article III.6 of these Bylaws.

   j. Each member Regional Service Organization shall be entitled to have one member on the Board of Directors who shall be appointed from their governing body from the area described in Article III.6 of these Bylaws.
2. The term “elected officials” used herein means a mayor or member of the governing body of a municipality, a county judge, a county commissioner, a member of the board of trustees of a school district or a member of the elected governing body of a special district.

3. Each Director may represent multiple organizations, but shall have only one vote and shall be appointed for a period of two years, beginning on June 1 of the year appointed. Each may serve until his successor is duly qualified or installed. A member of the Board of Directors must be physically present to vote at any regular or special meeting of the Board of Directors. No proxy votes, meetings via telephone conference calls, or live video transmission meetings are allowed per Opinion rulings of the Office of the Attorney General of the State of Texas.

4. A vacancy in office because of death, resignation, removal, disqualification or otherwise may be filled by the member from which such Director received his selection by election or appointment.

**ARTICLE V**

Executive Committee

1. There will be an Executive Committee chosen from the Board of Directors, consisting of President, Vice-President, Secretary, Treasurer and other members maintaining two-thirds of the membership be elected officials of member cities or counties. These sixteen twenty-three Committee members are to be elected by the Directors at the Annual Meeting which shall be the regular meeting in September and will serve a two-year term beginning at the regular Executive Committee meeting in October, with no limitations for successions. No Board member may be elected to the Executive Committee if the entity which he represents is in arrears of dues, payments or other fees owed to the Ark-Tex Council of Governments. Vacancies on the Executive Committee because of death, resignation, removal, disqualification or otherwise may be filled immediately by vote of the Board of Directors at a regular meeting of the Ark-Tex Council of Governments on recommendation of a nominating committee of not less than three Directors appointed by the highest officer of the then active Executive Committee.

a. Each member County Government, and one member City Government within each county shall have the availability of a seat on the Executive Committee. There shall be a seat available for one District Member, one Authority Member and one Associate Member.

b. The President shall be the principal executive officer of the Council, and in general, shall supervise and control all the business and affairs of the Council. He shall preside at all meetings of the members and of the Board of Directors. He and/or the Secretary, Treasurer or any other proper office of the Council authorized by the Board of Directors may sign any deeds, mortgages, bonds, contracts, checks, drafts or other instruments which the Board of Directors has authorized to be executed, and in general, he shall perform all duties incident to the office of President and other such duties as may be prescribed by the Board of Directors from time to time. The Board of Directors may authorize, upon occasion, the Executive Director to act in its behalf and sign documents as described above.
c. In the absence of the President or in the event of his inability or refusal to act, the Vice-President shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

d. The Secretary shall keep the minutes of the meetings of the members and the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with provisions of these Bylaws or as required by law; be custodian of the records and ensure execution of such as duly authorized in accordance with the provisions of these Bylaws; keep a register of the post office address of each member which shall be furnished to the Secretary by such members; and in general perform, or assign to be performed, all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

e. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall have charge and custody of and be responsible for all funds and securities of the Council; receive and give receipts for monies due and payable to the Council from any source whatsoever; and deposit all such monies in the name of the Council in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article X of these Bylaws; and in general, perform, or assign to be performed all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

f. No entity member may have more than one Director serve on the Executive Committee.

2. The Executive Committee, unless otherwise determined by the Board of Directors, shall normally meet monthly, and shall be responsible for the implementation of policies established by the Board of Directors. Such meetings, unless otherwise determined by the Executive Committee, shall be held in the City of Mount Pleasant shall be in a consistent, centralized location as determined by the Executive Committee. Actions to the Executive Committee may be appealed to the Board of Directors upon the written request of any member.

3. (consider 8 or 10 Members of the EC) A majority of the appointed members of the sixteen-member Executive Committee shall constitute a quorum and the President shall vote only in case of tie vote of other members.

4. A member missing more than three (3) consecutive, regular Executive Committee meetings must have a legitimate excuse, approved by the Executive Committee for his/her third consecutive absence or he/she shall forfeit his/her position on the Executive Committee. A position made vacant by such forfeiture shall be filled as described in Article V, para. (1) above. Regular membership on the Board of Directors shall not be affected by the provisions of this paragraph.
ARTICLE VI

Executive Director and Staff

1. The Board of Directors shall employ an Executive Director who shall serve at the pleasure of the Board.

2. The Executive Director shall be the chief administrative officer of the Council, appoint and remove all subordinate employees and, subject to the rules and regulations of the Board of Directors, act for and in the name of the Council.

3. The Executive Director shall prepare the annual budget and work program of the Council and shall faithfully execute all other duties and responsibilities vested in or required of him by the Board of Directors.

ARTICLE VII

Meetings

1. The Board of Directors shall hold regular and/or special meetings at such times and places as it may determine and said meetings shall be open to the public. Normally such meetings shall be held quarterly, unless otherwise determined by the Board of Directors and, in terms of location, shall be rotated throughout the region.

2. Special meetings may be called by the President or upon the written request of twenty percent (20%) of the members of the Board of Directors for the purpose of transacting any business specified in the call. The call for a special meeting must be in writing and mailed to each Director at least five days before such meeting.

3. There shall be an annual meeting of the Council at a time and place to be determined by the Board of Directors. Normally this meeting shall be held during the month of September, as herein described, and shall constitute one of the Board of Directors’ normal quarterly meetings.

4. Ten percent (10%) of the appointed positions on the Board of Directors will constitute a quorum at any meeting of the Council; provided, however, that a quorum may not be less than the number required by the Bylaws for a quorum of the Executive Committee.

ARTICLE VIII

Waiver of Notice

1. Whenever any notice is required to be given under the provisions of the Bylaws to any member, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.
ARTICLE IX

Books and Records

1. The Council shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its members, and Board of Directors, and shall keep at the registered or principal office a record giving names and addresses of members entitled to vote. All books and records of the Council may be inspected by any member or his agent or attorney for any proper purpose at any reasonable time.

ARTICLE X

Contracts, Checks, Deposits, Funds and Other Business

1. The Board of Directors may authorize any officer or officers, agent or agents of the Council, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and behalf of the Council, and such authority may be general or confined to specific instances.

2. All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Council shall be signed by such officer or officers, agent or agents of the Council and in such manner as shall from time to time be determined by resolution of the Board of Directors. Such instruments shall be signed by the Treasurer or an Assistant Treasurer and countersigned by the President or Vice-President of the Council, Executive Director or Director of Administration and countersigned by the President or Treasurer.

3. All funds of the Council shall be deposited from time to time to the credit of the Council in such banks, trust companies or other depositories as the Board of Directors may select.

4. The Board of Directors shall be responsible for the review, approval and adoption of all Council policy documents, including but not limited to an annual budget, as herein described, action/implementation plans, annual work program, affirmative action and personnel plans and rules.
ARTICLE XI

Finances, Budget and Payments

1. The Council shall adopt an annual budget Strategic Work Program and Financial Plan on or before September 30th of each year and its fiscal period shall begin on the first day of October in each year.

2. Each year upon adoption of the annual budget Strategic Work Program and Financial Plan, the Council shall fix the dues for all member governmental units. Dues shall be in sufficient amounts to provide funds as required by the budget.

3. New governmental units may join the Council upon the payment of dues prorated for the remaining portion of the Council’s fiscal year.

4. The dues for each city shall be 20 cents per capita based on the most current census that is a Council-recognized census estimate with a minimum of one hundred dollars ($100.00) annually (see paragraph 5). County governmental units shall pay 15 cents per capita of population for non-member incorporated areas and 15 cents per capita of population for unincorporated areas of the county.

5. All other governmental units shall pay a minimum of one hundred dollars ($100.00) annually.

ARTICLE XII

Parliamentary Rule

“Robert’s Rules of Order Revised” shall be the authority of all questions of parliamentary procedure not covered by these Bylaws.
ARTICLE XIII

Amendments

1. Amendments by the Board of Directors. These Bylaws may be amended by a vote of the Board of Directors approving the amendment at any meeting, provided that the proposed amendment has been submitted in writing to each member of the Board at least ten days in advance of each meeting and ratified by a majority vote of three-fourth (3/4) of the Directors at any meeting.

These Bylaws adopted by the Directors of the Ark-Tex Council of Governments at a meeting thereof at Texarkana, Texas, this the 24th day of June, 1969.

AS AMENDED - November 7, 1974
       June 3, 1976
       May 3, 1976
       December 6, 1979
       September 24, 1981
       September 9, 1982
       September 24, 1985
       June 25, 1987
       January 12, 1993
       March 30, 2000
       February 23, 2006
       June 30, 2011
       March 27, 2014

Charles McMichael, Judge L.D. Williamson, President
Ark-Tex Council of Governments

ATTEST:

Laura Mabey, Secretary Judge Linda Munkres, Secretary
Ark-Tex Council of Governments
STATE OF TEXAS §
COUNTY OF TRAVIS §

FEDERAL RURAL TRANSPORTATION ASSISTANCE
FISCAL YEAR 2017
PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State" and Ark-Tex Council of Governments, called the "Transit Provider".

WITNESSETH

WHEREAS, under 49 United States Code Section 5311(b) (3), Rural Transportation Assistance, the Transit Provider submitted a project proposal for financial assistance to be used to provide transportation services; and,

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Transit Provider in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS, the U.S. Secretary of Transportation approved the State’s request for funding; and

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to receive federal funds under the Section 5311 grant program; and

WHEREAS, the Transit Provider submitted a Fiscal Year 2017 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 114612; and,

WHEREAS, the Transit Provider must execute a Grant Application (if applicable) and Fiscal Year Certifications and Assurances each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Transit Provider and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and Transit Provider agree as follows:
AGREEMENT

ARTICLE 1. GRANT TIME PERIOD
This PGA becomes effective when fully executed by both parties or on 09/01/2016, whichever is later. This PGA shall remain in effect until 08/31/2017, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Transit Provider has submitted the Grant Application (if applicable) and Certification and Assurances to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION
A. The Transit Provider shall complete the public transportation project described in the Grant Application, the Attachment A - Approved Project Description, and the Attachment B - Project Budget. Attachments A and B are attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.
B. If applicable, the Transit Provider shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Transit Provider shall publicly open all bids or privately review proposals. The Transit Provider shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Transit Provider shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION
The maximum amount payable under this PGA without modification is $105,000 and 0 Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, the Attachment A, and the Attachment B.

Invoices are to be submitted electronically through the eGrants system.

ARTICLE 4. AMENDMENTS
Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS
This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ARTICLE 7. ACCESS TO INFORMATION
The Transit Provider is required to make any information created or exchanged with the state pursuant to this 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.
ARTICLE 3. COMPENSATION

The maximum amount payable under this PGA without modification is $105,000 and 0 Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, the Attachment A, and the Attachment B.

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Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

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The Transit Provider is required to make any information created or exchanged with the state pursuant to this 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.

THIS AGREEMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER

Chris Brown
Signature
Executive Director
Title
10/24/2016
Date

THE STATE OF TEXAS

Sonya Hudson
Signature
Public Transportation Coordinator
Title
10/24/2016
Date

List of Attachments

A – Approved Project Description
B – Project Budget
Funding from this project will be used to develop and implement a transit agency fleet management and maintenance policy and program. This project will also include an assessment of the agency owned maintenance facility in Mt. Pleasant to determine any changes or additions that may need to be made.

The transit provider’s response to the 2016 Coordinated Call for Projects is hereby incorporated into the project description except as amended in this attachment.
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PGA: TIGER Application
SUBRECIPIENT: Ark-Tex Council of Governments
FAIN: TX-2016-043
CFDA #:
TXDOT PROJECT #: TGR 1701 (19) 043
PROJECT ID #: 51079011917
MASTER GRANT AGREEMENT #: MGA-2017-2021-ATCOG-020

NOT RESEARCH AND DEVELOPMENT

STATE OF TEXAS

COUNTY OF TRAVIS

FISCAL YEAR 2017
PROJECT GRANT AGREEMENT

THIS PROJECT GRANT AGREEMENT (PGA) is made by and between the State of Texas, acting through the Texas Department of Transportation, called the "State" and Ark-Tex Council of Governments, called the "Transit Provider".

WITNESSETH

WHEREAS,

WHEREAS, Texas Transportation Code Chapter 455 authorizes the State to assist the Transit Provider in procuring aid for the purpose of establishing and maintaining public and mass transportation projects and to administer funds appropriated for public transportation under Transportation Code Chapter 456; and

WHEREAS,

WHEREAS, the Governor of the State of Texas has designated the Texas Department of Transportation to funds; and

WHEREAS, the Transit Provider submitted a Fiscal Year 2017 Grant Application (if applicable) for state financial assistance, and the Texas Transportation Commission approved the application by Minute Order Number(s) 114497; and,

WHEREAS, the Transit Provider must execute a Grant Application (if applicable) and Fiscal Year Certifications and Assurances each fiscal year grant period for consideration for new state and federal grants; and

WHEREAS, a Master Grant Agreement (MGA) between the Transit Provider and the State has been adopted and states the general terms and conditions for grant projects developed through this PGA;

NOW THEREFORE, the State and Transit Provider agree as follows:

AGREEMENT
ARTICLE 1. GRANT TIME PERIOD
This PGA becomes effective when fully executed by both parties or on 10/19/2016, whichever is later. This PGA shall remain in effect until 11/30/2018, unless terminated or otherwise modified in an Amendment. This PGA will not be considered fully executed until both parties have executed a MGA, and the Transit Provider has submitted the Grant Application (if applicable) and Certification and Assurances to the State. The time period of this PGA cannot be extended past the MGA, without exception. Any cost incurred before or after the contract period shall be ineligible for reimbursement.

ARTICLE 2. PROJECT DESCRIPTION
A. The Transit Provider shall complete the public transportation project described in the Grant Application, the Attachment A - Approved Project Description, and the Attachment B - Project Budget. Attachments A and B are attached to and made a part of this agreement. The Transit Provider shall complete the project in accordance with all of the documents associated with the MGA and with all applicable federal and state laws and regulations.
B. If applicable, the Transit Provider shall begin competitive procurement procedures by issuing an invitation for bids or a request for proposals no later than sixty (60) days after the effective date of this grant agreement for the purchase of the approved line items referenced in Attachment A. No later than sixty (60) days after the issuance of public notification, the Transit Provider shall publicly open all bids or privately review proposals. The Transit Provider shall enter into a binding agreement with a supplier no later than thirty (30) days after the opening of an acceptable bid or proposal. The Transit Provider shall notify the department in writing when it is necessary to exceed these deadlines.

ARTICLE 3. COMPENSATION
The maximum amount payable under this PGA without modification is $1,140,000 and 115,331 Transportation Development Credits, provided that expenditures are made in accordance with the amounts and for the purposes authorized in the Grant Application, the Attachment A, and the Attachment B.

Invoices are to be submitted electronically through the eGrants system.

ARTICLE 4. AMENDMENTS
Except as noted in the MGA, changes in the scope, objectives, cost, or duration of the project authorized in this agreement shall be enacted by written amendment approved by the parties before additional work may be performed or additional costs incurred. Any amendment must be executed by both parties within the grant period specified in Article 1, Grant Time Period.

ARTICLE 5. INCORPORATION OF MGA PROVISIONS
This PGA incorporates all of the governing provisions of the MGA in effect on the date of final execution of this PGA, unless an exception has been made in this agreement.

ARTICLE 6. SIGNATORY WARRANTY
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

ARTICLE 7. ACCESS TO INFORMATION
The Transit Provider is required to make any information created or exchanged with the state pursuant to this 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.
THIS AGREEMENT IS EXECUTED by the State and the Transit Provider in duplicate.

THE TRANSIT PROVIDER

Chris Brown
Signature
Executive Director
Title
10/24/2016
Date

THE STATE OF TEXAS

Sonya Hudson
Signature
Public Transportation Coordinator
Title
10/24/2016
Date

List of Attachments
A – Approved Project Description
B – Project Budget
ATTACHMENT A
APPROVED PROJECT DESCRIPTION

As presented in 2015 Texas Rural Transit Asset Replacement Project (RTARP), submitted in response to the TIGER VII Notice of Funding Opportunity published by US DOT, the Transit Provider will procure transit service vehicles to replace eligible transit vehicles described in the RTARP project, specifically vehicles that are at or above 133% of their expected useful life mileage.

The Transit Provider has noted that grants including TIGER funding require annual reporting of performance measures, including “Number of Unlinked Passenger Counts”, “Average Mileage of Fleet”, “System/Vehicle Failure”, and “Annual Operating Cost” and “Annual Maintenance Cost”. As much as possible, these measures will be reported using existing reporting tools, such as the Public Transportation Management System (PTMS) and the PTN-128 online application.

In addition, quarterly progress reports will be required, based upon progress toward completion of milestones.

The budget for this project includes $449,572 in TIGER funds, $576,656 in FTA 5311 funds, $113,772 in state funds, and 115,331 in TDCs to match the 5311 funds.
## ATTACHMENT B
### PROJECT BUDGET

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**Totals:** $1,140,000 $1,140,000 $0 $0 $0 $1,140,000 115,331
On-Site Monitoring Overview

Long-term Care Ombudsman Program

Ark-Tex

Purpose

Assess if the local Long-term Care Ombudsman Program (local program) service provision is in compliance with rule, policy and procedure.

Governed Documents

Texas Administrative Code
Program Instructions
Long-term Care Ombudsman Policies and Procedures
Federal Rule

Area of Responsibility

Long-term Care Ombudsman services

Scope

The on-site monitoring process verifies local program compliance with Long-term Care Ombudsman Program rule, policy and procedure, by evaluating reporting and program files and shadowing staff in facilities. Monitoring will take place over the course of two days. The monitored agency provides workspace for the monitor to review confidential files. On-site monitoring includes unannounced visitation with MLO, staff ombudsman, and a volunteer to facilities and may include attending training for volunteers.

The monitor identifies one month in the current fiscal year and provides the local program with at least 2 weeks notice of the month that will be reviewed.

Programs are advised to prepare by reviewing the month’s files, corresponding reports and all certified ombudsman files. The program may make corrections to any files if supporting documentation exists.
Documentation to Review

Prior to the on-site visit, the local program prepares:

- Reports for the selected month with supporting documentation, including case notes, volunteer monthly reports and call logs; the monitor may request copies of other reports while on-site.
- Local policies and procedures related to the local program and agency policies related to conflict of interest screening for employees and governing bodies.
- Hard or electronic copy of the most current versions of reference documents, including the ombudsman policies and procedures manual, program instructions, performance measures, and certification training manual.
- Certified Ombudsman files including evidence of original volunteer application, evidence of criminal history check, copy of signed DADS certified ombudsman application and certificate, signed Ombudsman Code of Ethics, documentation of initial certification training and 12 hours annual continuing education, conflict of interest identification and remedy (if applicable).
- Facility files for general review.

Required Worksheet(s)

Program Monitoring Visit Form – Ombudsman.xls, for program monitor’s use

Prior Concerns Noted

In this section and prior to the on-site visit, the monitor will:

1. Note any concerns from previous on-site monitoring visits and a description of the corrective action plan submitted by the local program, if applicable; and
2. Note concerns from monthly desk audits as applicable.

Procedures

During the on-site visit, the monitor will:

1. Review files from the selected month. Reconcile supporting documentation with reported activities. Compare monthly report data to the Active Ombudsman report. Review case notes to reconcile documentation of ombudsman activities such as complaints and assess thoroughness of case documentation.
2. Randomly selects certified volunteer ombudsman files and 1 certified staff ombudsman certification file (the number of volunteer files depends on the size of the program’s volunteer force). Verify initial training, continuing education, and other required documentation in each file.
3. Provide technical assistance and consultation as needed. Topics may include casework, documentation, determining a volunteer ombudsman service value for in-kind match, volunteer management, and general program operations.
4. Draft the Program Monitoring Visit Form—Ombudsman.xls relating to long-term care ombudsman services conducted by the local program.

5. Report conclusions on the Overview document under “Preliminary Conclusions” and “Prior Concerns Noted” as applicable. Support in writing any conclusions, sign and date the document.

6. At the conclusion of the monitoring visit, provide a copy of the Overview document to the program, including a narrative concluding statement. Provide oral feedback on preliminary conclusions and answer questions from the local program. As follow-up to the visit, the monitor will finalize notes on the Program Monitoring Visit Form—Ombudsman.xls and provide via email a written report to the local program within 30 days.

Within 30 days of receipt, the local program responds in writing to each finding on the monitor’s written report.

The monitor reviews the response and either provides:

1. Written notice of acceptance of the program’s response; or
2. Requests additional information with a specified due date within 30 days of receiving program’s response.

The monitor reports certain findings to AAA and works with them on compliance issues as needed.

**Preliminary Conclusions**

November 8-10, 2016
Performance measures for fiscal year (FY) 2016 were met with a revision to ACO.

ALF visits for FFY 2015: met their visitation schedule.
ALF visits for FFY 2016: met their visitation schedule.

NF visits for FFY 2015: 24 out of 31 (77%) NFs were visited on a quarterly basis.
NF visits for FFY 2016: overall met their visitation schedule.

Program monitor reviewed volunteer files for Joanne Beavers, Betty Walker, and staff Audrey Willis. Most of the files contained COIs, COEs, and evaluations. Retain records like COIs and evaluations to reflect the entire lifespan of the volunteer or staff.

Monitor provided technical assistance with OmbudsManager and reports.

Monitor reviewed activity reports for September 2016. Most volunteers are reporting complaints.

The monitor visited a nursing facility: Heritage Plaza with MLO Audrey Willis. The ombudsman was recognized by facility staff and some residents. She introduced herself to residents, knocked on doors, and requested permission to enter rooms. Ms. Willis got on the residents’ level when speaking with them. She was able to work complaints and asked for consent.

The monitor also visited an assisted living facility: Colonial Lodge with staff Vanessa Conway. The ombudsman was recognized by some residents and staff. She respected residents’ privacy by requesting permission to enter rooms. Ms. Conway was able to work some complaints while there,
obtaining consent from the residents, and approaching the appropriate staff person to investigate the complaints.

Monitor reviewed Ark-Tex’s AAA policies as well as the Policies and Procedures Manual for Ark-Tex Council of Governments. A AAA policy conflicted with a COG policy regarding political activity. The monitor was able to meet with the ED, Director of Administration, HR Coordinator, and AAA Manager to discuss the conflict. The policy in question was revised to resolve the conflict and the draft policy will be submitted to the Executive Board on December 8, 2016. Pending approval of the draft policy might result in a finding free final report.

Recommendations

The monitor recommends CE training to include opportunities hosted by the ombudsman program with ombudsman relevant content. It is very important for you and your volunteer force to get together to build a sense of community. Work with Pat Borgfeldt about how to vary your CE training.

Go on shadow visits with the one volunteer that has zero complaints. Based on those visits, develop strategies to help the volunteer increase their case reporting.

Be sure to have volunteers send their facility visit documentation encrypted if sent through email or mailed to staff ombudsmen.

The monitor recommends that staff check each other’s data entry into OM regarding the volunteers’ activities.

MLO and staff should run monthly reports.