The Board of Directors of the Ark-Tex Council of Governments (ATCOG) will meet at 10:00 a.m., Thursday, April 4, 2019, at the Roxton Community Center, 102 Harrison St., Roxton, Texas, hosted by the City of Roxton. (See enclosed map.) Lunch will also be provided immediately following the meeting.

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, December 13, 2018, in Sulphur Springs, Texas.

Review and Comment

Item 5. Review and comment on an Environmental Assessment to the Texas Commission on Environmental Quality (TCEQ) for proposed Air Quality Permit Renewal by PPF Gin & Warehouse, to authorize continued operation of a Cotton Gin located at 166 Dewey St., Deport, Lamar County, Texas. (See page 7; to be presented by staff member Paul Prange)

Item 6. Review and comment on an Environmental Assessment to TCEQ for proposed Beneficial Use Site Registration by Harold Jackson Smith III, to authorize the land application of domestic septage products on approximately 20.75 acres located at 405 County Road 3096, Cookville, Titus County, Texas. (See page 9; to be presented by staff member Paul Prange)

Item 7. Review and comment on an Environmental Assessment to TCEQ for renewal of a Federal Operating Permit by Turner Industries Group, LLC, to authorize the operation of a fabricated pipe and fitting facility located at the 1200 block of 19th St. SW, Paris, Lamar County, Texas. (See page 11; to be presented by staff member Paul Prange)

Item 8. Review and comment on an Environmental Assessment to TCEQ for Limited Scope Permit Amendment by NETEX Composting, Inc., to authorize an expansion of the dryer building, acceptance of water treatment plant residuals, increase compost production and closure costs, at the facility located at 1000 County Road 3372, Pickton, Hopkins County, Texas. (See page 13; to be presented by staff member Paul Prange)

Item 9. Review and comment on an Environmental Assessment to TCEQ for proposed amendment of a Water Quality Permit by Luminant Mining Company, LLC, concerning the Monticello Lignite Mining Area between the cities of Winfield and Mt. Pleasant in Titus and Franklin Counties, Texas. (See page 15; to be presented by staff member Paul Prange)

Item 10. Review and comment on an application by Detroit Independent School District to the Department of Health and Human Services, Office of Head Start, for a grant in the amount of $17,072, to be matched with $4,268 cash & in-kind, for continuation/refunding of head start. (See page 17; to be presented by staff member Toni Lindsey)

Regular Business

Item 11. Review and consider approval of ATCOG’s Financial Statements and Auditor’s Reports for the year ending September 30, 2018. (Audit to be provided at meeting; to be presented by Chris Pruitt of Pattillo, Brown & Hill, as introduced by staff member Melinda Tickle)
Item 12. Review and consider approval of appointment of new Executive Committee Members and Officer positions to fill vacancies created by recent elections. (See page 20; to be presented by Nominating Committee Chair Mayor Ann Rushing)

Item 13. Review and consider approval of appointment of new Regional Criminal Justice Advisory Committee (RJAC) member to serve through December 31, 2019, to fill a vacancy. (See page 21; to be presented by staff member Patricia Haley)

Item 14. Review and consider approval of prioritization of 2019 Homeland Security Grant Program funds as recommended by the ATCOG Homeland Security Advisory Committee. (See page 22; to be presented by staff member Whitney Fezell)

Item 15. Review and consider approval of the Mt. Pleasant Police Department Console Modernization and Expansion. (See page 25; to be presented by staff member Rea Washington)

Item 16. Review and consider approval of Resolution in support of the Red River Navigation Feasibility Study. (See page 28; to be presented by Executive Director Chris Brown)

Item 17. Review and consider approval of establishing a new depository account with Guaranty Bank & Trust. (See page 31; to be presented by Executive Director Chris Brown)

Item 18. Review and consider ratification of participation agreement between ATCOG and Frontier Energy, Inc. (See page 33; to be presented by Executive Director Chris Brown)

Item 19. Review and consider ratification of Donation Agreement between CHRISTUS Sphon Foundation and ATCOG for health insurance premium subsidy support program. (See page 40; to be presented by Executive Director Chris Brown)

Other Business

Item 20. Presentation of appreciation certificates to Paris Metro/TRAX staff. (See page 45; to be presented by Executive Director Chris Brown)

Item 21. Executive Director Report (For information only – see page 46; to be presented by Executive Director Chris Brown)

   a) Program Updates/Statistics
   b) Advisory Committee Minutes

Announcements

The next Executive Committee Meeting will be held Thursday, April 25, 2019, at 10:00 a.m., at the Titus County Extension Office, Mt. Pleasant, Texas.
Your location to 102 Harrison Ave, Roxton, TX 75477
Take US-82 to FM 38 S. Follow FM 38 S to Harrison Ave. The Community Center will be on your right on the corner of the strip.
The Board of Directors of the Ark-Tex Council of Governments (ATCOG) met at 10:00 a.m., Thursday, December 13, 2018 at the Hopkins County Courthouse in Sulphur Springs, Texas, hosted by the Honorable Robert Newsom, Judge, Hopkins County.

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


Item 3. At this time, each attendee introduced themselves.

Item 4. The next order of business was to approve the minutes as submitted of the Board of Directors Meeting held Thursday, September 27, 2018, 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 Texas Department of Transportation (TxDOT) to authorize the discharge of treated wastewater from the facility located near FM Road 1110 and U.S. Highway 59 in Cass County, Texas, ultimately to James’ Bayou.

Motion to approve was made by Scott Lee, Judge, Franklin County and seconded by Judge Wilbanks. It was approved.

Item 6. Mr. Prange presented for information only an update regarding the FY 18 Illegal Dumping Surveillance Camera Loan Program and FY 19 Cleanup events. He encouraged any County who has not signed up for cleanup events or signed a Memorandum of Understanding for the Camera Loan Program to correspond with him for more information.

Item 7. Toni Lindsey, Grant Administration Specialist, presented for consideration an application by the City of Leary to the U.S. Department of Agriculture, Rural Development, for a grant in the amount of $960,000 for an elevated water storage tank.

Motion to approve was made by Ann Rushing, Mayor, City of Clarksville, and seconded by James Carlow, Judge, Bowie County. It was approved.

Regular Business

Item 8. Chris Brown, Executive Director, presented for consideration approval of revisions to the ATCOG Policies and Procedures Manual and ATCOG Ethics Policy Manual. Significant changes included wording to reflect cohesiveness in both manuals, leave time and use of a rental car for day travel. All revisions were reviewed by Mr. Brown.

Motion to approve was made by Judge Carlow and seconded by Mr. Fisher. All revisions were approved.

Item 9. Leslie McBride, Human Resources Manager, presented for consideration annual renewal of the ATCOG Ethics Policy Manual and review of Transportation Program Funding requirements pertaining to integrity and ethical behavior, as mandated by the Texas Transportation Commission and TxDOT.
Motion to approve was made by Judge Munkres and seconded by Mayor Rushing. It was approved.

Item 10. Ms. McBride presented for consideration approval of updates to the Equal Employment Opportunity Plan as required by TxDOT.

Motion to approve was made by Judge Scott Lee and seconded by Billy Trenado, Councilman, City of Paris. It was approved.


Motion to approve was made by Judge Newsom and seconded by Marc Reiter, Councilman, City of Hooks. All items were approved.

**Other Business**

Item 12. Mr. Brown presented the Executive Director Report on the following:

- Legislative & Federal Visits
- Program Updates/Statistics
- Homeland Security Advisory Committee Minutes

All of these items were for information only, so no action was taken.

Item 13. Judge Williamson presented Judge Munkres with a plaque of appreciation for her many years of service on the ATCOG Board of Directors and Executive Committee.

**Announcements**

Ms. Thurston thanked Judge Newsom and Hopkins County for hosting today’s meeting.

The next Executive Committee Meeting will be held Thursday, January 31, 2019, at 10:00 a.m., at the Titus County Extension Office, in Mt. Pleasant, Texas.

Mr. Brown announced there are two transit meetings being held in both Paris & Mt. Pleasant today for transit riders. There is also a TxDOT Stakeholders meeting being held at the ATCOG office this afternoon for anyone who would like to attend.

Judge Scott Lee announced he & Mr. Brown attended a meeting earlier in the month at Texas A&M – Commerce concerning the blind spots in our counties that are not being covered by current weather radars, affecting around 500,000 citizens. The main concerns are a location for a new weather radar, along with the funds to purchase it, which total around $40 million.

There were no further announcements, so motion to adjourn was made by Councilman Reiter and seconded by Judge Scott Lee. It was adjourned.

**EXECUTIVE COMMITTEE MEMBERS PRESENT**

L.D. Williamson, Judge, Red River County  
Lynda Munkres, Judge, Morris County  
Brian Lee, Judge, Titus County  
Scott Lee, Judge, Franklin County  
Becky Wilbanks, Judge, Cass County  
Robert Newsom, Judge, Hopkins County  
Ann Rushing, Mayor, City of Clarksville  
Billy Trenado, Councilman, City of Paris
Brady Fisher, Northeast Texas Resource Conservation & Development
Scott Norton, TexAmericas Center
Stan Wyatt, Northeast Texas Municipal Water District

BOARD MEMBERS PRESENT
Darren Braddy, Mayor, City of Cooper
Tim Walsworth, Councilman, City of Roxton

GUESTS PRESENT
Kathy Comer, Office of Senator John Cornyn
Josh Daly, Franklin County EMC
Andy Endsley, Hopkins County Fire Chief

STAFF PRESENT
Chris Brown, Executive Director
Mary Beth Rudel, Deputy Director
Melinda Tickle, Director of Finance
Amber Thurston, Executive Assistant
Patricia Haley, Criminal Justice Coordinator
Leslie McBride, Human Resources Manager
Paul Prange, Environmental Resources Coordinator
Whitney Fezell, Homeland Security Coordinator
**Project Description:** PPF Gin & Warehouse, LLC, has applied to the Texas Commission on Environmental Quality (TCEQ) for renewal of Air Quality Permit Number 41011, which would authorize continued operation of a Cotton Gin located at 166 Dewey Street, Deport, Lamar County, Texas. The existing facility is authorized to emit the following air contaminants: organic compounds, nitrogen oxides, carbon monoxide, sulfur dioxide and particulate matter with diameters of 10 microns or less and 2.5 microns or less.

**Area to be served:** Deport, Lamar County, Texas.

Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances? Yes. The TCEQ executive director has determined that the application is administratively complete and will conduct a technical review of the application.

Is the project consistent with state, area wide, and/or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels? Yes. This permit application meets all statutory and regulatory requirements.

Has this project been coordinated through the Texas Commission on Environmental Quality? Yes, coordination is in progress.

Does the project address a clearly defined need and does the project take into account preservation of the environment? There is a clearly defined need for the renewal of this Air Quality Permit to allow the continued operation of the facility. This facility provides much needed employment to residents of Lamar County, Texas. All guidelines required by TCEQ to protect the environment are being followed, thus minimal disruption of the environment is expected.

Is the project likely to produce any significant adverse effects on the environment? No. The renewal of this permit will not authorize an increase in the amount of emissions, nor will it allow for the emission of an air contaminant not previously emitted.

Do the anticipated accomplishments of the project justify the disruption to the environment? Yes. The renewal of this permit will allow the continued operation of this facility, which will be utilized as a cotton seed facility, where the seeds will be processed, stored and sold. The disruption of the environment is minimal compared to the accomplishments.

**STAFF ASSESSMENT OF ENVIRONMENTAL IMPACT:** The permit renewal will not create any significant detrimental impact to the environment, as determined by TCEQ.

**RECOMMENDED COMMENT:** Staff recommends support of this Air Quality Permit renewal application by PPF Gin & Warehouse, LLC.
RESOLUTION NO. 19-006

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF AIR QUALITY PERMIT NUMBER 41011, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR PPF GIN & WAREHOUSE, LLC TO AUTHORIZE CONTINUED OPERATION OF AN EXISTING COTTON GIN LOCATED AT 166 DEWEY STREET, DEPORT, LAMAR COUNTY, TEXAS. THE EXISTING FACILITY IS AUTHORIZED TO EMIT THE FOLLOWING AIR CONTAMINANTS: ORGANIC COMPOUNDS, NITROGEN OXIDES, CARBON MONOXIDE, SULFUR DIOXIDE AND PARTICULATE MATTER WITH DIAMETERS OF 10 MICRONS OR LESS AND 2.5 MICRONS OR LESS.

WHEREAS, under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperation Act of 1968, the Ark-Tex Council of Governments has been designated as the area wide agency to review certain projects; 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, and any environmental impacts resulting wherefrom.

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

Section 1 - That the Board of Directors recognizes the Executive Director as the Authorized Official, and he has been given the power to comment upon projects having an environmental impact. This application has been reviewed by the Board of Directors and can reasonably be approved.

Section 2 - That the above-mentioned permit is desirable and needed for continued development in the Region.

REVIEWED AND APPROVED THIS 4TH DAY OF APRIL, 2019.

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

ATTEST:

______________________________
### ARK-TEX COUNCIL OF GOVERNMENTS
APPLICATION / PROJECT STAFF REVIEW FOR ENVIRONMENTAL ASSESSMENT

<table>
<thead>
<tr>
<th>Project SAI No: TX-R-20190320-0004-05</th>
<th>Date Received: 02-25-19</th>
<th>Staff Assignment: Paul Prange</th>
</tr>
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</table>

**Applicant:** Harold Jackson Smith, III

**Project Description:** Harold Jackson Smith, III, has applied to TCEQ for a proposed beneficial use site registration No. 711027 to authorize the land application of domestic septage products only on approximately 20.75 acres located at 405 CR 3095, Cookville, Titus County, Texas.

**PROJECT/EA REVIEW:**

**Area to be served:** Cookville, Titus County, Texas.

**Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?** Yes. The TCEQ executive director will submit this application for a technical evaluation.

**Is the project consistent with state, area wide, and/or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?** Yes. This permit application is subject to change based on evaluations of the proposed treatment levels, treatment processes and site specific conditions as they relate to the protection of the environment and public health.

**Has this project been coordinated through the Texas Commission on Environmental Quality?** Yes, coordination is in progress.

**Does the project address a clearly defined need and does the project take into account preservation of the environment?** There is a clearly defined need for the beneficial land application of domestic septage at agronomic levels. This process reduces the use of potentially harmful chemical fertilizers. All guidelines required by TCEQ to protect the environment are being followed, thus minimal disruption of the environment is expected.

**Is the project likely to produce any significant adverse effects on the environment?** No. The land application of domestic septage at agronomic rates on 20.75 acres should not negatively impact the environment.

**Do the anticipated accomplishments of the project justify the disruption to the environment?** Yes. The beneficial land application of domestic septage reduces the use of phosphorous and nitrogen rich fertilizers which, if over-applied, can negatively impact the environment. The disruption of the environment is minimal compared to the accomplishments.

**STAFF ASSESSMENT OF ENVIRONMENTAL IMPACT:** The permit application will not create any significant detrimental impact to the environment, as determined by TCEQ.

**RECOMMENDED COMMENT:** Staff recommends support of this permit application by Harold Jackson Smith, III.
RESOLUTION NO. 19-007

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED ISSUANCE OF BENEFICIAL USE SITE REGISTRATION NO. 711027, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), TO HAROLD JACKSON SMITH, III, WHICH WOULD AUTHORIZE THE LAND APPLICATION OF DOMESTIC SEPTAGE PRODUCTS ONLY ON APPROXIMATELY 20.75 ACRES LOCATED AT 405 CR 3095, COOKVILLE, TITUS COUNTY, TEXAS.

WHEREAS, under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperation Act of 1968, the Ark-Tex Council of Governments has been designated as the area wide agency to review certain projects; 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, and any environmental impacts resulting wherefrom.

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

Section 1 - That the Board of Directors recognizes the Executive Director as the Authorized Official, and he has been given the power to comment upon projects having an environmental impact. This application has been reviewed by the Board of Directors and can reasonably be approved.

Section 2 - That the above-mentioned permit is desirable and needed for continued development in the Region.

REviewed and approved this 4th day of April, 2019.

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

ATTEST:

__________________________________________
# ARK-TEX COUNCIL OF GOVERNMENTS
APPLICATION / PROJECT STAFF REVIEW FOR
ENVIRONMENTAL ASSESSMENT

<table>
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<tr>
<th>Project SAI No: TX-R-20190320-0005-05</th>
<th>Date Received: 03-11-19</th>
<th>Staff Assignment: Paul Prange</th>
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**Applicant:** Turner Industries Group, LLC.

**Project Description:** This application to the Texas Commission on Environmental Quality (TCEQ) by Turner Industries Group is for renewal of Federal Operating Permit No. 02388, to authorize operation of a fabricated pipe and fittings facility located at the 1200 Block of 19th Street SW in Paris, Lamar County, Texas.

**PROJECT/EA REVIEW:**

- **Area to be served:** Paris, Lamar County, Texas

- **Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?** The TCEQ executive director has determined that the application is administratively complete, and has completed a technical review.

- **Is the project consistent with state, area wide, and/or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?** Yes. This permit application meets all statutory and regulatory requirements.

- **Has this project been coordinated through the Texas Commission on Environmental Quality?** Yes, coordination is in progress and the TCEQ Executive Director recommends issuance of this draft permit.

- **Does the project address a clearly defined need and does the project take into account preservation of the environment?** There is a clearly defined need for the continued production of fabricated pipe to be used in refineries, paper mills and on off-shore drilling platforms. This facility employs approximately 600 citizens within our region and has been in operation since 1999. All guidelines required by TCEQ to protect the environment are being followed and minimal disruption of the environment is occurring.

- **Is the project likely to produce any significant adverse effects on the environment?** No. The facility uses state of the art air filtration systems in the fabrication process, thus minimizing adverse effects on the environment. The purpose of the federal operating permit is to improve overall compliance with rules governing air pollution.

- **Do the anticipated accomplishments of the project justify the disruption to the environment?** Yes. This facility has been in operation since 1999 and fabricates pipes and fittings up to 54 inches in diameter to be used for multiple purposes. The demand for their product is increasing as more refineries and plants are being constructed in and around Texas and Louisiana. The disruption of the environment is minimal compared to the accomplishments.

**STAFF ASSESSMENT OF ENVIRONMENTAL IMPACT:** The permit application will not create any further significant detrimental impact to the environment, as determined by TCEQ.

**RECOMMENDED COMMENT:** Staff recommends support of this Federal Operating Permit Renewal Application for Turner Industries Group, LLC.
RESOLUTION NO. 19-008

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF FEDERAL OPERATING PERMIT NO. 02388, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) FOR TURNER INDUSTRIES GROUP LLC, TO AUTHORIZE OPERATION OF THE PARIS PLANT; A FABRICATED PIPE AND FITTINGS FACILITY, LOCATED IN THE 1200 BLOCK OF 19TH STREET SW PARIS, LAMAR COUNTY, TEXAS.

WHEREAS, under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperation Act of 1968, the Ark-Tex Council of Governments has been designated as the area wide agency to review certain projects; 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, and any environmental impacts resulting wherefrom.

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

Section 1 - That the Board of Directors recognizes the Executive Director as the Authorized Official, and he has been given the power to comment upon projects having an environmental impact. This application has been reviewed by the Board of Directors and can reasonably be approved.

Section 2 - That the above-mentioned permit is desirable and needed for continued development in the Region.

REVIEWED AND APPROVED THIS 4TH DAY OF APRIL, 2019.

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

ATTEST:
## APPLICATION / PROJECT STAFF REVIEW FOR ENVIRONMENTAL ASSESSMENT

### Project SAI No: TX-R-20190320-0002-05  
**Date Received:** 2-26-19  
**Staff Assignment:** Paul Prange

### Applicant: NETEX Composting, Inc.

### Project Description:
NETEX Composting, Inc., a composting facility, has applied to the Texas Commission on Environmental Quality (TCEQ) for a limited scope permit amendment No. 2382, to authorize an expansion of the dryer building, an additional in-vessel compost unit, additional compost curing area; acceptance of water treatment plant residuals, an increase in compost production and increase in closure costs. The facility is located at 1000 CR 3372 Pickton, Hopkins County, Texas.

### PROJECT/EA REVIEW:

<table>
<thead>
<tr>
<th>Area to be served:</th>
<th>Hopkins County, Texas.</th>
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</table>

### Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?  
Yes. The TCEQ executive director has determined that the application is administratively complete and will conduct a technical review of the application.

### Is the project consistent with state, area wide, and/or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?  
Yes. This permit application meets all statutory and regulatory requirements.

### Has this project been coordinated through the Texas Commission on Environmental Quality?  
Yes, coordination is in progress.

### Does the project address a clearly defined need and does the project take into account preservation of the environment?  
There is a clearly defined need for the amendment to this permit to allow increased production at this composting facility. All guidelines required by TCEQ to protect the environment are being followed, thus minimal disruption of the environment is expected.

### Is the project likely to produce any significant adverse effects on the environment?  
No. The amendment to this permit will not cause any adverse environmental effects. This facility will utilize an in-vessel composting method to remove liquids and transform waste into useful compost through a process which greatly reduces environmental risks.

### Do the anticipated accomplishments of the project justify the disruption to the environment?  
Yes. This composting process will allow all water collected to be beneficially applied to irrigate non-human food crops and will generate nutrient-rich compost to be used as fertilizer. This activity will also reduce current costs associated with the transportation of waste to landfills located in the DFW metroplex. The disruption of the environment is minimal compared to the accomplishments.

### STAFF ASSESSMENT OF ENVIRONMENTAL IMPACT:  
The permit amendment will not create any significant detrimental impact to the environment, as determined by TCEQ.

### RECOMMENDED COMMENT:  
Staff recommends support of this limited scope permit amendment application by NETEX Composting, Inc.
RESOLUTION NO. 19-009

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT FOR A LIMITED SCOPE PERMIT AMENDMENT, NO. 2382, TO AUTHORIZE AN EXPANSION OF THE DRYER BUILDING, AN ADDITIONAL IN-VEssel COMPOST UNIT, ADDITIONAL COMPOST CURING AREA; ACCEPTANCE OF WATER TREATMENT PLANT RESIDUALS, AN INCREASE IN COMPOST PRODUCTION AND INCREASE IN CLOSURE COSTS BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR NETEX COMPOSTING, INC. THE FACILITY IS LOCATED AT 1000 CR 3372, PICKTON, HOPKINS COUNTY, TEXAS.

WHEREAS, under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperation Act of 1968, the Ark-Tex Council of Governments has been designated as the area wide agency to review certain projects; 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, and any environmental impacts resulting wherefrom.

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

Section 1 - That the Board of Directors recognizes the Executive Director as the Authorized Official, and he has been given the power to comment upon projects having an environmental impact. This application has been reviewed by the Board of Directors and can reasonably be approved.

Section 2 - That the above-mentioned permit is desirable and needed for continued development in the Region.

REVIEwED AND APPROVED THIS 4TH DAY OF APRIL, 2019.

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

ATTEST:
**Project SAI No:** TX-R-20190320-0003-05  
**Date Received:** 02-26-19  
**Staff Assignment:** Paul Prange

**Applicant:** Luminant Mining Company LLC

**Project Description:** Luminant Mining Company LLC, operates the Monticello Lignite Mining Area and has applied to the Texas Commission on Environmental Quality (TCEQ) for a major amendment of Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ000269700, to add the discharge of ash disposal area stormwater runoff via Outfall 012, identify existing pond outlets as individual Outfalls, and reduce the monitoring frequency for total selenium from once per month to once per six months at six additional Outfalls. The facility is located north and south of IH-30, between the cities of Winfield and Mt. Pleasant in Titus and Franklin Counties, Texas. The effluent discharged from all Outfalls enters the waters of the state designated as primary contact recreation use, high aquatic life use and public water supply use.

**PROJECT/EA REVIEW:**

**Area to be served:** Titus and Franklin Counties, Texas.

Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances? Yes. The TCEQ executive director has completed the technical review of the application and has prepared a draft permit.

Is the project consistent with state, area wide, and/or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels? Yes. This permit application meets all statutory and regulatory requirements.

Has this project been coordinated through the Texas Commission on Environmental Quality? Yes, coordination is in progress.

Does the project address a clearly defined need and does the project take into account preservation of the environment? There is a clearly defined need for the amendment of this TPDES Permit to allow the continued operation of the lignite mining area. This area provides valuable coal which is used to generate electricity. All guidelines required by TCEQ to protect the environment are being followed, thus minimal disruption of the environment is expected.

Is the project likely to produce any significant adverse effects on the environment? No. The amendment of this permit will not authorize an increase in the number gallons of treated wastewater that can be discharged into the environment. The facilities in this area are in excellent operational condition. Before being discharged, the water passes through particulate filters at each of the Outfalls.

Do the anticipated accomplishments of the project justify the disruption to the environment? Yes. The amendment of this permit will allow the continued operation of this lignite mining area, which provides employment for citizens living within our region. The disruption of the environment is minimal compared to the accomplishments.

**STAFF ASSESSMENT OF ENVIRONMENTAL IMPACT:** The permit amendment will not create any significant detrimental impact to the environment, as determined by TCEQ.

**RECOMMENDED COMMENT:** Staff recommends support of this permit amendment application by Luminant Mining Company LLC.
RESOLUTION NO. 19-010

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED MAJOR AMENDMENT OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0002697000, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR LUMINANT MINING COMPANY LLC, TITUS AND FRANKLIN COUNTIES, TEXAS TO ADD THE DISCHARGE OF ASH DISPOSAL AREA STORMWATER RUNOFF VIA OUTFALL 012, IDENTIFY EXISTING POND OUTLETS AS INDIVIDUAL OUTFALLS, AND REDUCE THE MONITORING FREQUENCY FOR TOTAL SELENIUM FROM ONCE PER MONTH TO ONCE PER SIX MONTHS AT SIX ADDITIONAL OUTFALLS. THE FACILITY IS LOCATED NORTH AND SOUTH OF IH-30 BETWEEN THE CITIES OF WINFIELD AND MT. PLEASANT IN TITUS AND FRANKLIN COUNTIES. THE EFFLUENT DISCHARGED FROM ALL OUTFALLS ENTERS THE WATERS OF THE STATE DESIGNATED AS PRIMARY CONTACT RECREATION USE, HIGH AQUATIC LIFE USE, AND PUBLIC WATER SUPPLY USE.

WHEREAS, under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperation Act of 1968, the Ark-Tex Council of Governments has been designated as the area wide agency to review certain projects; 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, and any environmental impacts resulting wherefrom.

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

Section 1 - That the Board of Directors recognizes the Executive Director as the Authorized Official, and he has been given the power to comment upon projects having an environmental impact. This application has been reviewed by the Board of Directors and can reasonably be approved.

Section 2 - That the above-mentioned permit is desirable and needed for continued development in the Region.

REVIEWED AND APPROVED THIS 4TH DAY OF APRIL, 2019.

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

ATTEST:

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

<table>
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<tr>
<th>Project SAI No: TX-R-20190320-0006-05</th>
<th>Date Received: 03/20/2019</th>
<th>Staff Assignment: Toni Lindsey</th>
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</table>

**Applicant:**
Detroit Independent School District Head Start

**Project Title:**
Head Start Supplemental Application/COLA 2019-20

**PROJECT DESCRIPTION:**

**Proposed Activity:** Continue to provide Project Head Start for 54 three and four year olds.

<table>
<thead>
<tr>
<th>Budget:</th>
<th>Amount</th>
<th>Source / Funding Agency</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td>$17,072</td>
<td>Department of Health and Human Services/Office of Head Start</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>4,268</td>
<td>Cash and In-kind</td>
</tr>
<tr>
<td>Other</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$21,340</td>
<td></td>
</tr>
</tbody>
</table>

**Personnel Required:**
The program employs managers/coordinators with the following credentials: 1 with a master’s degree, 3 with bachelor degrees, 1 registered nurse, 1 licensed vocational nurse, 2 associate degrees, 1 teacher with a master’s degree/teaching certification, 1 teacher with bachelor/teaching certification and 1 teacher with a master degree/teaching certification provided by Clarksville ISD at no cost to Head Start; 1 teacher with bachelor degree, 2 teachers with associate degrees with 1 of those enrolled in a bachelor degree program, 1 teacher with a CDA; 3 teacher assistants with associate degrees with 1 enrolled in a bachelor degree program, 1 teacher assistant enrolled in an associate degree program, 2 teacher assistants enrolled in a CDA program and 1 cook/custodian enrolled in an associate degree program; and 6-8 bus monitor.

**PROJECT REVIEW: (PROVIDE ADEQUATE DETAIL)**

**Area to be served:**
Cities of Detroit and Clarksville, Texas.

**Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?**
Assurances included with 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?**
Application approved by the Red River County Head Start Policy Council on March 11, 2019 and Detroit ISD Board of Trustees approved the pay scales on March 11, 2019.

**Does the project address a clearly defined need?**
This supplemental application will provide for 1.77% cost of living adjustment (COLA) for all personnel for the 2019-2020 school year in accordance with the established pay schedule as per Head Start guidelines.
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the project likely to produce any significant adverse effects on the environment?</td>
<td>No</td>
</tr>
<tr>
<td>Are the project's goals identified, specific, measurable, and achievable?</td>
<td>Yes</td>
</tr>
<tr>
<td>Detroit Head Start program is utilizing an increase in funding to provide a COLA increase to retain qualified staff. Each employee will receive 1.77% COLA increase in accordance with the established pay schedule.</td>
<td></td>
</tr>
<tr>
<td>Does the proposal demonstrate a feasible delivery strategy?</td>
<td>Yes</td>
</tr>
<tr>
<td>Detroit ISD has compared compensation in their district to surrounding, comparable districts to ensure employees are not compensated at a rate which is in excess of the average rate of compensation for the area.</td>
<td></td>
</tr>
<tr>
<td>Does the project contribute to a balanced delivery of services among political subdivisions covered by the application?</td>
<td>Yes</td>
</tr>
<tr>
<td>All eligible employees will receive the COLA and appropriate step increases.</td>
<td></td>
</tr>
<tr>
<td>Do the anticipated accomplishments of the project justify the amount of funds requested? (Cost / Benefit Analysis)</td>
<td>Yes</td>
</tr>
<tr>
<td>Detroit Headstart employs 23 that are eligible to receive the 1.77% COLA increase.</td>
<td></td>
</tr>
<tr>
<td>Does the applicant's prior performance indicate high probability that the proposed objectives will be accomplished?</td>
<td>Yes</td>
</tr>
<tr>
<td>The program has been in operation since 1993. Currently, Head Start serves 136 students in two centers. They maintain successful program operations by hiring degreed/certified teachers and qualified, experienced management staff.</td>
<td></td>
</tr>
<tr>
<td>Additional Information:</td>
<td></td>
</tr>
</tbody>
</table>

**STAFF RECOMMENDATIONS:**

Staff recommends a favorable review.
RESOLUTION NO. 19-011

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON AN APPLICATION BY DETROIT INDEPENDENT SCHOOL DISTRICT TO THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF HEAD START, FOR A GRANT IN THE AMOUNT OF $17,072.00, TO BE MATCHED WITH $4,268.00 CASH AND IN-KIND, FOR CONTINUATION /REFUNDING OF HEAD START.

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 Detroit Independent School District to the Department of Health and Human Services, Office of Head Start, for a supplemental grant in the amount of $17,072.00, to be matched with $4,268.00 cash and in-kind, for cost of living adjustments and step increases as provided in the Consolidated Appropriations Act, 2019 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 quality of services.

REVIEWED AND APPROVED THIS 4th DAY OF APRIL, 2019.

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

ATTEST:
ITEM 12:

Review and consider approval of appointment of new Executive Committee members and Officers positions to fill vacancies created by recent elections.

BACKGROUND:

Article V, Section A, of the Bylaws provides for election of the Executive Committee members, to include President, Vice-President, Secretary, and Treasurer, at the Annual Meeting, which is the regular meeting in September. These Members shall serve a 2-year term beginning at the regular meeting in October, with no limitations for successions. Due to recent election, we are proposing to elect the recommended members before the Annual Meeting.

DISCUSSION:

Due to recent elections, the Vice-President position is now vacant. The Nominating Committee, which was appointed by President L.D. Williamson, will meet by conference call prior to the April Board of Directors meeting to make recommendation to the Board to fill this vacancy. The Nominating Committee also presents the following Board of Directors members for consideration to serve on the Executive Committee:

Brandon Bell, Judge, Lamar County
Doug Reeder, Judge, Morris County

RECOMMENDATION:

The Nominating Committee and staff recommend approval of the recommendations above.
BRIEFING PAPER – ACTION ITEM

ITEM 13:

Review and consider nomination (to fill vacancy), to the Regional Criminal Justice Advisory Committee (RCJAC) to serve through December 31, 2019.

BACKGROUND:

A vacancy exists on the RCJAC Regional membership list (nominated by the ATCOG Criminal Justice staff) for Red River County. ATCOG staff has nominated Shawn Roden to represent Red River County in the category of “Law Enforcement”. He would be replacing Quintin Wallace, who accepted another job outside of the ATCOG region.

DISCUSSION:

Shawn Roden is a Sgt. with the Red River County Sheriff’s Office and also serves as the training officer for his agency. Sgt. Roden is a Master Peace Officer with over 3000 hours of training and has a degree in Criminal Justice. He resides in Bogata and is eager to serve on this committee.

RECOMMENDATION:

Staff recommends the appointment of Shawn Roden to serve on the Regional Criminal Justice Advisory Committee through December 31, 2019.
ITEM 14:

Review and consider approval of prioritization of 2019 Homeland Security Grant Program funds as recommended by the ATCOG Homeland Security Advisory Committee.

BACKGROUND:

The State instructed the regions to use the allocation numbers provided last year as a guide for this year’s funding. A funding allocation amount of $295,000 was used as the maximum allocation amount. ATCOG has to submit project allocations not to exceed this allocation amount. Once the Federal guidance is released from FEMA and the State determines each regions’ allocation, the State will then review each jurisdiction’s project individually and approve or disapprove each one.

DISCUSSION:

The Homeland Security Advisory Committee met on March 21, 2019 and reviewed the 2019 funding requests. Projects were submitted in the categories of ‘Regional Planning’, ‘Interoperable Communications’, ‘Intelligence Information and Sharing’, and ‘Special Response Teams and First Responder Capabilities’, which are all in line with the State priorities for 2019 grant funds. Jurisdictions applied for funding based on the allocation amounts as determined by the ATCOG Regional Funding Allocation formula that was approved for use by the ATCOG Board in June 2018. The HSAC prioritized the projects via ballot, but it is only a procedural requirement from the State and has no bearing on whether or not a project is funded. The projects will all be reduced or increased proportionately to our final allocation amount.

The proposed 2019 funding distribution list is being provided at the meeting.

The Homeland Security Advisory Committee approved this item on March 21, 2019.

RECOMMENDATION:

ATCOG staff and the Homeland Security Advisory Committee recommend approval of this item.
<table>
<thead>
<tr>
<th>Priority Ranking</th>
<th>Jurisdiction</th>
<th>Project Name</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Ark-Tex Council of Governments</td>
<td>ATCOG Planning, Training and Exercises</td>
<td>$88,000.00</td>
</tr>
<tr>
<td>2</td>
<td>City of Sulphur Springs/Hopkins County</td>
<td>Law Enforcement Training Simulator</td>
<td>$56,845.00</td>
</tr>
<tr>
<td>3</td>
<td>Delta County</td>
<td>Delta County Communications Project</td>
<td>$5,489.68</td>
</tr>
<tr>
<td>4</td>
<td>Franklin County</td>
<td>P-25 Compliant Hand Held Radios</td>
<td>$7,918.31</td>
</tr>
<tr>
<td>5</td>
<td>Bowie County</td>
<td>Bowie County EOC Generator Project</td>
<td>$23,636.67</td>
</tr>
<tr>
<td>6</td>
<td>Titus County/City of Mt. Pleasant</td>
<td>Titus County Portable Radio Project</td>
<td>$26,879.62</td>
</tr>
<tr>
<td>7</td>
<td>City of Texarkana</td>
<td>City of Texarkana, Texas - Special Response Teams Project</td>
<td>$24,537.35</td>
</tr>
<tr>
<td>8</td>
<td>City of Mt. Vernon</td>
<td>Portable Communication Radio</td>
<td>$4,167.43</td>
</tr>
<tr>
<td>9</td>
<td>Ark-Tex Council of Governments- Law Enforcement Training</td>
<td>ATCOG Regional Law Enforcement Terrorism Prevention Training Project</td>
<td>$76,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Lamar County/City of Paris/City of Reno SWAT</td>
<td>SWAT Team Equipment</td>
<td>$14,166.63</td>
</tr>
<tr>
<td>11</td>
<td>Lamar County/City of Paris/City of Reno HAZMAT</td>
<td>Regional Hazmat Response Team</td>
<td>$3,642.85</td>
</tr>
<tr>
<td>12</td>
<td>Red River County/City of Clarksville</td>
<td>Red River County Communication Upgrades</td>
<td>$13,582.38</td>
</tr>
<tr>
<td>13</td>
<td>City of Daingerfield</td>
<td>Security Cameras Project</td>
<td>$4,941.21</td>
</tr>
<tr>
<td>14</td>
<td>City of Hooks</td>
<td>Facility Surveillance Project</td>
<td>$3,526.25</td>
</tr>
<tr>
<td>15</td>
<td>Lamar County/City of Paris/City of Reno Surveillance</td>
<td>Surveillance Equipment Project</td>
<td>$22,666.60</td>
</tr>
<tr>
<td>16</td>
<td>Kilgore College</td>
<td>Anti-Terrorism Training for Law Enforcement Officers (Ark-TexCOG)</td>
<td>$167,981.48</td>
</tr>
</tbody>
</table>

Total = $543,981.47
RESOLUTION NO 19-012

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH APPROVAL OF THE PRIORITIZATION OF PROJECTS FOR 2019 HOMELAND SECURITY GRANT PROGRAM FUNDS.

WHEREAS, the ATCOG Board of Directors must approve the prioritization of projects for Homeland Security Grant Program funds to be allocated to the jurisdictions in the ATCOG region; and

WHEREAS, only jurisdictions that meet the 2019 Homeland Security Grant Program requirements are eligible to receive these funds;

NOW, THEREFORE BE IT RESOLVED BY THE ARK-TEX COUNCIL OF GOVERNMENTS THROUGH VOTE AND APPROVAL BY THE ATCOG EXECUTIVE COMMITTEE:

Section 1 - That the jurisdictions on the attached list meet the requirements of the 2019 Homeland Security Grant Program.

Section 2 - That the prioritization of projects on the attached list will be provided to the State by the set deadline.

REVIEWED AND APPROVED THIS 4th DAY of APRIL, 2019.

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

ATTEST:

____________________________________
ITEM 15:
Review and consider approval, in the form of a Resolution, of the Mt. Pleasant Police Departments Console Modernization and Expansion.

BACKGROUND
The Commission on State Emergency Communications (CSEC) Program provides the narrative description of the 9-1-1 Program that meets the requirement of Health and Safety Code, Chapter 771, Subsection 771.055(c) for regional and county level budget narratives. The PSAP Console Upgrade and related project expenses are allowable 9-1-1 program budget expenses covered under PSAP Supplies and PSAP Room Prep.

DISCUSSION
The Russ Bassett Corporation costs total $60,364 for the 9-1-1 Program for PSAP Console modernization.

The ATCOG Procurement Policy states that all purchases of $50,000 and above require ATCOG Board approval.

RECOMMENDATION
In adherence to ATCOG Procurement Policy staff requests approval of the purchase of ergonomic work-stations for the Mt. Pleasant Police Department.
<table>
<thead>
<tr>
<th>PSAP</th>
<th>Upgrade Year</th>
<th>Vendor</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATCOG Back-up/Training Center</td>
<td>2016</td>
<td>Russ Bassett</td>
</tr>
<tr>
<td>Atlanta PD</td>
<td>2016</td>
<td>Xybix</td>
</tr>
<tr>
<td>Bi-State Justice Center</td>
<td>2016</td>
<td>Xybix</td>
</tr>
<tr>
<td>Cass County SO</td>
<td>2016</td>
<td>Xybix</td>
</tr>
<tr>
<td>Delta County SO</td>
<td>2016</td>
<td>Xybix</td>
</tr>
<tr>
<td>Franklin County SO</td>
<td>2016</td>
<td>Russ Bassett</td>
</tr>
<tr>
<td>Hopkins County SO</td>
<td>2016</td>
<td>Evans</td>
</tr>
<tr>
<td>Morris County SO</td>
<td>2016</td>
<td>Russ Bassett</td>
</tr>
<tr>
<td>Mt Pleasant PD</td>
<td>2019 proposed</td>
<td>Russ Bassett</td>
</tr>
<tr>
<td>New Boston PD</td>
<td>2016</td>
<td>Russ Bassett</td>
</tr>
<tr>
<td>Paris PD</td>
<td>2020/2021 proposed</td>
<td></td>
</tr>
<tr>
<td>Red River County SO</td>
<td>2017</td>
<td>Russ Bassett</td>
</tr>
<tr>
<td>Sulphur Springs PD</td>
<td>2016</td>
<td>Xybix</td>
</tr>
</tbody>
</table>
RESOLUTION NO. 19-013

RESOLUTION OF THE BOARD OF DIRECTORS OF ARK-TEX COUNCIL OF GOVERNMENTS APPROVING THE PURCHASE OF PUBLIC SAFETY ANSWERING POINT (PSAP) ERGONOMIC WORKSTATIONS, AS PART OF THE MT. PLEASANT POLICE DEPARTMENT CONSOLE MODERNATION AND EXPANSION.

WHEREAS, the Ark-Tex Council of Governments (ATCOG) approved the ATCOG Procurement Policy and Procedure Manual on December 14, 2017; and

WHEREAS, ATCOG Procurement Policy and Procedure Manual states ATCOG Board approval is required for all purchases of $50,000 and above; and

WHEREAS, the 9-1-1 Program and the Mt. Pleasant Police Department, wishes to contract with Russ Bassett Corporation to purchase PSAP Consoles and Expansion at total cost of $60,364 for the 9-1-1 Program and $26,377 for the Mt. Pleasant Police Department.

WHEREAS, the funding for the purchase is approved and available through 9-1-1 Local Funds allocated to the Ark-Tex Council of Governments 9-1-1 Program by the Texas Commission on State Emergency Communications.

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

Section 1 That the Board approves the purchase of PSAP Ergonomic Workstations

Section 2 That the Executive Director, Chris Brown, has full signature authority to act on behalf of the ATCOG Board relating to the aforementioned purchase.

Section 3 That this resolution is approved by majority vote in accordance with the bylaws of Ark-Tex Council of Governments and applicable law, and shall be in effect immediately upon its adoption.

SIGNED AND APPROVED THIS 4TH DAY OF APRIL 2019.

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

ATTEST:
ITEM 16:

Review and consider adoption of resolution supporting the extension of the Red River navigation system from Shreveport, LA., to the borders of Miller and Little River Co, AR. and Bowie Co TX., then on to Grayson Co, TX.

BACKGROUND:

The Arkansas Red River Commission in cooperation with the Army Corp of Engineers has completed a cost-benefit analysis yielding favorable results, which will allow them to proceed with a feasibility study from Shreveport to the Hwy 59/71 Bridge (Index Bridge) north of Texarkana.

DISCUSSION:

State Rep. Gary VanDeaver has filed HB 4166 that, if enacted and funds appropriated for, will enable the Red River Authority (RRA) to work with the US Army Corps of Engineers to conduct a feasibility study to determine if barge traffic and other kinds of boating are possible on the Red River from Texarkana to Denison. Experts estimate that it will cost $750,000 to conduct this study that will be conducted after the work of the North Central Texas Council of Governments (NCTCOG) that has set aside $500,000 for a Reconnaissance Study. The NCTCOG study, conducted prior to the Red River Authority’s study, will determine if it is physically possible for an expansion of navigation on the Red River.

RECOMMENDATION:

Staff recommends approval
Why Texas Needs Red River Navigation Study and a Pathway to Ocean Shipping Through the Red River

Background. State Rep. Gary VanDeaver has filed HB 4166 that, if enacted and funds appropriated for, will enable the Red River Authority (RRA) to work with the US Army Corps of Engineers to conduct a feasibility study to determine if barge traffic and other kinds of boating are possible on the Red River from Texarkana to Denison. Experts estimate that it will cost $750,000 to conduct this study that will be conducted after the work of the North Central Texas Council of Governments (NCTCOG) that has set aside $500,000 for a Reconnaissance Study. The NCTCOG study, conducted prior to the Red River Authority's study, will determine if it is physically possible for an expansion of navigation on the Red River.

Needed studies. In addition to the NCTCOG and the state of Texas contributing funding for these studies, the Indian Nations, north of the Red River, and the state of Oklahoma will also contribute funding to study the possibility of expanding navigation on the Red River. If the studies determine it is economically and physically feasible to increase the navigation capacity on the Red River, in the future the Port of Dallas-Fort Worth on the Red River at Denison and The Indian Nations will be built.

Why do this? Dallas-Fort Worth area is #4 of the Top 10 Exporters/Importers in U.S., but without any water transportation. Imagine what it could be with water transportation. That’s a “No Risk” situation for Texas stepping into the Future!

Aren't there existing navigation routes to DFW? Trinity River? Blocked from navigation by Lake Livingston. The Red River is the last major river in the central United States not fully-developed with water transportation. Red River navigation goes as far north/west as Shreveport, but needs to next go to Texarkana then to Denison to expand shipping opportunities to the Dallas/Fort Worth area with its millions of people. The Dallas-Fort Worth and Sherman-Denison areas are growing toward each other and this project will help both areas realize increased economic activity and growth. An ideal location for such a terminal would be located just east of Lake Texoma.

What are the benefits? The availability of such a port to take advantage of the increased navigation on the Red River will provide thousands of new jobs in north Texas, and three to four counties deep, south of Red River from Texarkana to Denison. About 35%-40% Texans could benefit directly/indirectly.

What else? Such a project will alleviate air pollution because it is much cleaner than increased truck traffic on overcrowded roads and highways, as well as reducing highway fatalities. This will extend the life of highways. Produce jobs in allied transportation modalities, like trucking and railroads servicing the ports and making short-haul deliveries. Control flooding better. Reduce river bank collapses. Help row crop farmers. Assist timberland investors. Benefit wildlife with ox-bows used as wildlife refuges with river channel realignments. Improve Recreation in hunting and fishing. Open up for export Texas-produced finished and manufactured goods, timber products, oil and gas exports such as LNG, agricultural products and provide auxiliary sources of water. Provide an economical way to export aircraft parts, Cadillac Escalades, bricks, steel products, precision tool-and-die manufactured parts, defense applications, high-tech, cement, oil and gas-derivative products to the world seeking to modernize.

Summary. Expanding the navigation capacity of the Red River has the potential to be a big win for the state of Texas and it vibrant, growing population.
RESOLUTION NO. 19-014

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS IN SUPPORT OF THE EXTENSION OF THE RED RIVER NAVIGATION SYSTEM FROM SHREVEPORT, LA., TO THE BORDERS OF MILLER AND LITTLE RIVER CO AR. AND BOWIE CO TX., THEN ON TO GRAYSON CO, TX.

WHEREAS, the Ark-Tex Council of Governments (ATCOG) is a voluntary association of local governments established under State law for the purpose of promoting intergovernmental cooperation and strengthening local units of government within Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River and Titus Counties, Texas and Miller County, Arkansas.

WHEREAS, ATCOG serves in the areas of community and economic development within its member counties, and is governed by a Board of Directors consisting of city, county, and special district elected and appointed officials from its member counties.

WHEREAS, the Arkansas Red River Commission in cooperation with the Army Corp of Engineers has completed a cost-benefit analysis yielding favorable results, which will allow them to proceed with a feasibility study from Shreveport to the Hwy 59/71 Bridge (Index Bridge) north of Texarkana.

WHEREAS, there are immeasurable benefits to the extension of the Red River Navigation System from the Index Bridge to the eastern side of Lake Texoma north of Denison, TX.

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

Section 1 - That the Board of Directors supports all efforts for the Red River Navigation Development from Shreveport, and following the river through the northern border of the ATCOG region to the Denison area.

Section 2 - That the Board strongly agrees this development will allow for increased economic opportunity, increase needed water supply capacity, improve the flow of freight and reduce highway congestion.

Section 3 - That the Board is in support of cost benefit and feasibility studies to evaluate the economic viability for the Red River Navigation System.

Section 4 - That this Resolution shall be in effect immediately upon its execution.

REVIEWED AND APPROVED THIS 4th DAY OF APRIL, 2019.

______________________________
L.D. Williamson, President
ATCOG Board of Directors

ATTEST:
ITEM 17:

Review and consider approval to establish a new depository account with Guaranty Bank and Trust for ATCOG use, and add the President of the Board, Executive Director and Deputy Director to the signatory cards.

BACKGROUND

Due to fraudulent financial instruments bearing ATCOG’s name and full banking information being distributed, Guaranty Bank and Trust advised ATCOG to close the affected account and re-establish a depository account with Guaranty to prevent further fraudulent activity.

DISCUSSION

ATCOG, under the guidance of Guaranty Bank and Trust, has chosen to establish a new depository account due to fraudulent activity, as a proactive and precautionary measure. ATCOG was notified of counterfeit checks being circulated, possibly in connection with an employment search. Upon further investigation, it was discovered that the counterfeit checks had been deposited, causing ATCOG’s main depository account to be overdrawn. We worked diligently with Guaranty Bank & Trust to correct this issue and were advised to open a new depository account. We have also posted a notice on our website to notify the public of a potential check fraud scam, urging them to contact ATCOG to confirm the validity of any checks they may receive.

According to the Bylaws, Article V, Section C, the President of the Board is allowed to sign any deeds, mortgages, bonds, contracts, checks, drafts or other instruments which the Board of Directors has authorized. The Board of Directors may also authorize the Executive Director to act on its behalf and sign documents, as described above.

RECOMMENDATION

Staff recommends approval of establishing a depository account with Guaranty Bank and Trust and adding the President of the Board, the Executive Director and Deputy Director to the signatory cards.
RESOLUTION NO. 19-011

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH APPROVAL OF ESTABLISHING A NEW DEPOSITORY ACCOUNT WITH GUARANTY BANK AND TRUST ADDING THE PRESIDENT OF THE BOARD, BOARD TREASURER, EXECUTIVE DIRECTOR, AND DEPUTY DIRECTOR TO THE SIGNATORY CARDS.

WHEREAS, the Ark-Tex Council of Governments is a Regional Planning Commission established pursuant to the authority granted by Article 1011m, Revised Civil Statutes of Texas, and Arkansas Interlocal Cooperation Act 430; and

WHEREAS, due to fraudulent activity, it is in the best interest of ATCOG to close the existing Guaranty Bank and Trust depository account and re-establish a new depository account to prevent any future fraudulent activity, and;

WHEREAS, Article V, Section 1.a. of the Bylaws allows for the President of the Board and the Executive Director to sign any deeds, mortgages, bonds, contracts, checks, drafts or other instruments which the Board of Directors has authorized to be executed.

NOW, THEREFORE BE IT RESOLVED BY THE ARK-TEX COUNCIL OF GOVERNMENTS THROUGH VOTE AND APPROVAL BY THE ATCOG EXECUTIVE COMMITTEE:

Section 1 - That the President of the Board, Treasurer, Executive Director, and Deputy Director are authorized to conduct any and all financial business transactions for Ark-Tex Council of Governments.

Section 2 - That the Board approves establishing a depository account with Guaranty Bank and Trust.

Section 3 - That this resolution shall be in effect immediately upon its execution.

REVIEWED AND APPROVED THIS 4TH DAY OF APRIL, 2019

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

ATTEST:
PARTICIPATION AGREEMENT

AEP TEXAS COMPANY ("UTILITY")
LOW INCOME WEATHERIZATION PROGRAM
ADMINISTERED BY FRONTIER ENERGY, INC.

PROGRAM YEAR 2019

1.0 This Participation Agreement is between Frontier Energy, Inc., hereinafter known as Frontier, and ArkTex Council of Governments, hereinafter known as the Participant or Agency, who seeks to participate in the Low Income Weatherization Program.

Whereas Frontier has been engaged by the AEP Texas Company ("AEPTX", "Utility") to assist with delivery of energy efficiency services to certain income-qualified electric distribution customers via the Low Income Weatherization Program (the "Program"); and

Whereas, Frontier desires to permit Participants to obtain incentives for eligible energy efficiency measures and services installed or performed at eligible residential properties as described in the current Program Manual, and Participant desires access to such incentives:

2.0 Referenced Documents. All Work shall be accomplished in accordance with this Participation Agreement, the current Program Manual and any other program information or updates provided by Frontier to Participant via the program website, program-related documents and forms, or other communication from Frontier or Utility staff, and the current version of the Texas TRM.

3.0 Intellectual Property Rights. This Participation Agreement does not convey ownership or any intellectual property rights to work product that Frontier developed, in whole or in part, prior to this agreement.

4.0 Liability. Notwithstanding any other provisions in this agreement to the contrary, the liability of Frontier with respect to this Participation Agreement shall not exceed the total price of this agreement, whether remedy is sought in contract, tort (including negligence), strict liability, warranty, indemnity or other legal theory. In no event shall Frontier be liable to Participant in contract, tort (including negligence), strict liability, warranty, indemnity or other legal theory for any special, indirect, incidental, or consequential damages, such as but not limited to loss of anticipated profits or revenue, loss of use or non-operation, or increased expense of operation.

5.0 Term. The term of this Agreement shall end on December 31, 2019, unless extended per mutual written consent by Frontier and Participant. All Authorized Work shall be completed by November 30, 2019, unless a modified timetable is agreed to in writing by both parties.

6.0 Funding Allocation. Participant is awarded an initial allocation of $90,000 to be used in the Program in the current year. This allocation shall cover all costs of determining participant eligibility, conducting assessments, installing eligible measures, and agency administrative expenses.

Low Income Weatherization 2019 Agreement

1
incentives. The Agency is wholly responsible for managing its allocation to ensure it does not overspend during the program year.

7.0 Performance Milestones. Participants must demonstrate they are on track to spend the funding allocated to them in a timely manner. Frontier will review Participant progress throughout the program year, and may increase or decrease a Participant’s allocation depending on such progress. The milestone evaluation criteria are further described in the current year’s Program Manual. Frontier shall notify Participants of any changes to a Participant’s allocation in writing to the Participant.

8.0 Customer Outreach and Eligibility Determination. Agency will utilize its own resources to identify eligible customers, and shall verify income eligibility using eligibility verification procedures outlined in Texas Administrative Code (TAC) Rules for Energy Assistance Programs. Agency will verify that the customer premise is in the electric distribution service territory of Utility by obtaining the ESI ID number or meter ID number from the customer and inputting this number into the program database.

9.0 Assessments. For customers determined to be eligible using the procedures outlined in Section 8.0, Agency shall conduct an assessment using the National Energy Audit Tool (NEAT audit) to determine the applicability and Savings-to-Investment (SIR) ratio for the following energy efficiency measures:

9.1 Attic insulation
9.2 Wall insulation
9.3 Light Emitting Diodes (LEDs) to replace incandescent lighting
9.4 Solar screens
9.5 Replacement ENERGY STAR central air conditioners and heat pumps
9.6 Low flow showerheads (for electric water heaters)
9.7 Pipe insulation for hot water pipes (for electric water heaters)
9.8 Air infiltration control measures
9.9 Duct sealing

This assessment will include a blower door and duct blaster test wherever applicable. As part of the assessment, the Agency is responsible for verifying that the health and safety of customers will not be impacted by the installation of any of the above measures. This may include, but is not limited to: conducting lead-safe renovation practices in accordance with US EPA regulations; and verifying pre- and post-installation carbon monoxide levels and pre- and post-installation ventilation rates.

10.0 Assessment Incentive. The incentive for conducting assessments is based on performance of the NEAT Audit (including pre- and post-installation blower door test and, if applicable, pre- and post-installation duct leakage measurement), or on use of the multifamily priority list. Incentives are as described in the current year’s Program Manual.

11.0 Determination of Measures to be Installed. The NEAT audit will be configured with measure cost, weather, and Utility rate data specific for the Program. The NEAT audit will be used to determine which measures are eligible to be installed, up to the maximum expenditure of $6,500 per home including assessment costs. Agency shall input measure data from measures recommended by the
NEAT audit into the program database. The program database will be used to calculate and track assessment incentives, measure installation costs and administrative payments.

12.0 **Work Order Submittal.** Agency shall submit work orders via the program database. Work orders shall consist of a list of homes for which an assessment has been completed, including installation cost and savings estimates. Agency shall upload a copy of the Income Verification Form, a copy of the NEAT audit report, and any required photos (existing ceiling insulation, pre-installation manometer reading, existing HVAC information plate) via the program database before work order submittal.

13.0 **Work Order Payment.** Frontier shall provide payment for properly-submitted work orders within thirty calendar days of submittal. Work order payment shall include payment for the assessment, plus estimated installation costs for program measures.

14.0 **Installation of Measures.** Agency shall perform and/or coordinate the installation activities, as well as any required post-installation services, such as installation verifications and the recycling or disposal of old appliances. All work shall be performed in a workmanlike manner, consistent with industry and TDHCA measure installation standards. Agency shall complete all required services and input updated measure installation data for each home included in a work order within forty-five (45) calendar days of work order submittal.

15.0 **Installation Reporting.** Agency shall update installation data and upload a copy of the Customer Certification Form using the Program database for each home as soon as measures are installed. For homes where the air infiltration measure is included, a post-installation manometer reading photo must be uploaded.

16.0 **Agency Administration Incentive.** The program database will include in the installation report the installation costs, using the updated measure installation data, plus the Agency’s administration incentive, which is eight percent (8%) of the measure installation costs.

17.0 **Reconciliation of Work Order and Installation Report.** In consideration of satisfactory performance of the work as outlined above, Frontier will reconcile the total amount due on the installation report against the corresponding work order payment. Any amount over or under paid shall be credited against or added to the amount requested on the next work order submitted after this installation report, or in the case of work completed near the end of Agreement Term, within 30 days.

18.0 **Sales Taxes.** Participants are responsible for payment of all sales taxes. Applicable state and local sales tax should be added to the prices submitted for all measures and services.

19.0 **Independence of Participants.** Participant shall be fully responsible for its own acts and omissions in addition to the acts and omissions of its affiliates, directors, officers, employees, and subcontractors, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with Participation Agreement requirements. Frontier shall not be responsible for the payment of any sums to any of the Participant’s subcontractors or suppliers.
20.0 **Standards, Codes, Laws and Regulations.** Participants shall comply with all applicable laws, rules, regulations, codes and standards of all federal, state, local and municipal Governmental Authority having jurisdiction over the Work covered by this Agreement.

21.0 **Background Checks.** Participants shall be responsible for conducting criminal background checks on all personnel who will be working in the home or on the property of any customer who is participating in the Program. Any records matching any assigned personnel to the Texas Department of Public Safety criminal history file, sex offender registration or other name-based files shall be reported immediately to Frontier.

22.0 **Termination for Cause.** If Participant fails to perform a material term or condition of this Agreement, and fails to cure such default within 30 calendar days after receipt of written Notice of Default and Termination from Frontier, Frontier may declare this Agreement terminated, effective on the last day of said notice period ("Termination Date"). Participant shall be paid for all undisputed work performed prior to the Termination Date, which payment shall not be unreasonably withheld. Grounds for termination for cause include, but are not limited, to the following situations:

- the failure, refusal or inability of the Participant to perform any material aspect of the Authorized Work in accordance with this Participation Agreement (except as specified in Section 39, "Force Majeure"); or
- Participant has become insolvent, has exhibited a pattern of failure to pay its bills, or has had checks for payment of its bills returned from suppliers and subcontractors due to insufficient funds; or
- a court of law has enjoined Participant from performing the Authorized Work; or
- In Frontier’s reasonable judgment, the Authorized Work will not be completed within the specified time and/or budget and Frontier has reasonably requested Participant to take steps necessary to accomplish the required progress and completion and/or cost containment, and Participant has failed to do so; or
- Participant has misused the corporate name, brand, or logo associated with Utility or Frontier.

23.0 **Termination for Convenience.** Notwithstanding anything to the contrary, Frontier reserves the right to terminate or suspend this contract at any time, for any reason. If, however, after consulting with Frontier, it is Participant’s opinion that any of the Work is in a state such that interruption thereof would result in substantially increased costs upon resumption of the Work,Participant, with Frontier’s written concurrence, may complete that portion of the Work.

Participant shall resume any of the Work so interrupted, suspended or delayed when directed to do so by Frontier, provided, however, that the schedule and the time for performance shall be revised by a period of time reasonably necessary to overcome the effect of the interruption, suspension or delay. Other provisions of this Agreement, such as the delivery dates and terms of payment, will also be adjusted if necessary and as appropriate. Participant shall make every reasonable effort to minimize any additional expense pursuant to this Section.

Participant may terminate the terms of this agreement without cause upon forty-five (45) days written notice to Frontier. Failure to provide such notice will maintain the agreement in full effect with all provisions included herein.

24.0 **Reporting.** Participant will provide data and required documentation, either by inputting or uploading required documents to the Program database, as specified in this Participation Agreement.

*Low Income Weatherization 2019 Agreement*
25.0 **Records and Audit.** Participant’s records, correspondence, procedures and practices and any other supporting evidence relating to this Agreement (all of the foregoing hereinafter referred to as “Records”) shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Frontier or its authorized representative to the extent necessary to adequately permit evaluation and verification of customer eligibility forms, income documentation, customer agreement, and other Program documentation. Frontier or its authorized representative shall have access to said Records from the effective date of this Agreement, for the duration of the Work and until three (3) years after the date of final payment by Frontier to Participant pursuant to this Agreement.

26.0 **Use of Name.** Participant may not use Utility’s or Frontier’s corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including soliciting customers for participation in its project, without Utility’s or Frontier’s prior written consent.

27.0 **Publicity.** Information relating to this Agreement may be released for publication and/or advertising only with the prior written approval of Frontier. Participant is expressly prohibited from using Utility’s or Frontier’s name in any publication, advertising, or promotion without written approval Utility’s and Frontier’ prior written consent.

28.0 **Indemnity.** Participant agrees to indemnify, defend, and hold harmless, Frontier and Utility their officers, directors, employees, agents and independent contractors, and each of Utility’s affiliates and each of their respective officers, directors, employees, agents and independent contractors from and against any and all liabilities resulting from third party claims for loss, damage, or injury to persons or property (“Liabilities”) arising from the negligence or misconduct of Participant, its affiliates, directors, officers, employees, and subcontractors.

29.0 **Infringement Protection.** Participant represents to Frontier and Utility that the material prepared under this Agreement will not infringe on the copyright, patent, or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. Participant agrees to indemnify and hold Frontier and Utility, harmless from and against all liabilities, costs and damages arising out of such infringement, as well as claims of infringement. Participant further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim, and pay any reasonable attorney’s incentives incurred by Frontier or Utility in defense of such a suit.

30.0 **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Frontier:

Name: [Sign Name]
Title: Director
Frontier Energy
1515 S Capital of Texas Hwy
Ste. 110
Austin, TX 78746-6544

Agency:

Name: Chris Brown
Title: Executive Director
Company: Ark-Tex COG
Street Address 1: 4808 Elizabeth St.
Street Address 2: 
City/State/ZIP: Texarkana, TX 75503

*Low Income Weatherization 2019 Agreement*
Such information may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

31.0 **Entire Agreement.** This Agreement constitutes the entire understanding of the Parties with respect to the Authorized Work, and there shall be no modification or waiver hereof except by writing, signed by the party asserted to be bound thereby. There are no oral representations or agreements between the parties.

32.0 **Time is of the Essence.** The Parties hereby acknowledge that time is of the essence in performing the duties under this Agreement. Failure to comply with stated deadlines or milestones may result in termination of this Agreement, payments being withheld, or other contractual modifications.

33.0 **No Waiver.** The failure of either Party to enforce or insist upon compliance with any of the terms or conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in duly force and effect.

34.0 **Applicable Law.** This Agreement shall be governed by the laws of the State of Texas, without application of its conflict of laws provisions. Venue shall lie exclusively in the state courts of Harris County, Texas, unless such cause of action is within the jurisdiction of the Public Utility Commission of Texas (PUCT), in which case the proper venue and jurisdiction will be at the PUCT.

35.0 **Assignment Prohibited.** This Agreement may not be assigned without the written consent of Frontier. Arrangements between Participants and subcontractors which result in the assumption of substantial contractual obligations by the Participant shall be considered as an assignment, and shall be subject to the provisions of this paragraph.

36.0 **Modification.** This Agreement may not be modified except by written agreement.

37.0 **Severability.** If any term or provision of this Participation Agreement shall, to any extent, be held invalid or unenforceable, the remaining terms and provisions of this Participation Agreement shall not be affected thereby, but each remaining term and provision shall be valid and enforced to the fullest extent permitted by law.

38.0 **Force Majeure.** Neither Party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by “Force Majeure.” As used in this Section, Force Majeure is defined as: Acts of war and acts of God such as earthquakes, floods and other natural disasters, or actions of others, including but not limited to strikes, lockouts or other industrial disturbance, not within the control or arising from the fault of the Party claiming Force Majeure.

39.0 **No Joint Enterprise.** Each party shall perform its obligations under this Agreement as an independent Participant, and nothing contained herein shall be deemed to create, nor does it create, any association, partnership, joint venture, or relationship of principal and agent or master and servant between the parties, or to provide either party with the right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

40.0 **Attorney's Incentives.** In the event of any legal action or other proceeding between the Parties arising out of this Agreement or the transactions contemplated herein, the prevailing Party in such
legal action or proceeding shall be entitled to have and recover from the other Party all costs and expenses incurred therein, including reasonable in-house and outside attorneys’ incentives.

AGREED as of February 10, 2019.

Frontier Energy, Inc.

By: Steven M. Wise
Name: Steven M. Wise
Title: Director

Participant

By: [Signature]
Name: Chris Brown
Title: Executive Director

Low Income Weatherization 2019 Agreement
ITEM 19:

Review and consider ratification of contract with CHRISTUS Spohn Foundation in Corpus Christi.

BACKGROUND:

ATCOG had been administering the premium support payment program for the CHRISTUS St. Michael Foundation since 2015. Another foundation working within the CHRISTUS system has asked us to administer the same program for their area.

DISCUSSION:

The CHRISTUS Spohn Foundation will donate $50,000 to use for insurance premium payments that meet qualifications in Section 3.1. ATCOG will receive 10% of the premiums paid for administrative services and work with the Spohn Foundation in the same manner we have worked with the St. Michael Foundation by ensuring proper paperwork is completed and premium payments are made on behalf of those the program will serve.

-EXHIBIT A does include added language that is in the process of being officially included. The corrected version for signature should be present at our meeting.

RECOMMENDATION:

Staff recommends approval
DONATION AGREEMENT

This Donation Agreement ("Agreement") is entered into effective April 1, 2019 ("Effective Date"), by and between CHRISTUS Spohn Foundation, a Texas non-profit corporation ("Spohn Foundation") and ARK-TEX Council of Governments, a not-for-profit entity with its principal place of business in Texarkana, Texas ("ATCOG") (each referred to as "Party" or collectively as "Parties").

WHEREAS, ATCOG provides a number of services to citizens within the Texas community;

WHEREAS, Spohn Foundation supports, among other things, the provision of primary and preventative health care services to medically underserved populations in the Corpus Christi area, regardless of an individual’s ability to pay; and

WHEREAS, ATCOG and Spohn Foundation desire to collaborate on a program relating to health insurance exchange premium subsidy support to allow qualified individuals to access high quality, cost-effective health care services, particularly for the medically underserved and low income population in Texas, while promoting general public health and improving the health status of Texas citizens.

ACCORDINGLY, Spohn Foundation agrees to provide a donation(s) and ATCOG agrees to accept Spohn Foundation’s donation(s) under the terms and conditions of this Agreement as set forth below:

Section 1—Conditions to the Donation(s)

1.1 Warranties and Representations: ATCOG represents and warrants to Spohn Foundation that (i) ATCOG is an independent, not-for-profit entity as defined by applicable federal laws; (ii) ATCOG will use the Donated Funds, as defined in Section 3.1 below and as set forth in Exhibit A, solely to allow ATCOG, through its program, to provide qualified individuals with premium support to help such persons purchase health insurance from the health insurance marketplace; ATCOG agrees to assist the qualified individual(s) in the greater Corpus Christi area in accordance with the terms and conditions of this Agreement and in accordance with applicable federal rules and regulations governing premium subsidy support; and (iii) ATCOG will not use the donations to engage in the provision of services which are contrary to the Ethical and Religious Directives for Catholic Healthcare Services, as promulgated by the United States Conference of Catholic Bishops (the “Catholic Directives”).

1.2 Donated Funds: Spohn Foundation shall submit the Donated Funds as shown in Exhibit A. Any funds remaining at the end of the first year of this agreement shall be used only for either: (a) Year 2 of this Donation Agreement, if any, or (b) health related activities as identified by a Community Needs Assessment.
1.3 Not Based on the Volume or Value of Referrals: The Parties intend that the terms and conditions of this Agreement shall fully comply with all applicable laws, rules and regulations including but not limited to the Federal and State Anti-Kick laws. Nothing associated with the Agreement or the Donated Funds is intended to induce any type of patient referral. The Donated Funds are not conditioned on the volume or value of patient referrals.

Section 2—Term and Termination

2.1 Initial Term: This Agreement shall be for an initial term of twelve (12) months commencing on the Effective Date. This Agreement shall automatically renew for one or more additional twelve (12) month terms subject to the termination provisions. Notwithstanding anything in this Agreement that may be to the contrary, this Agreement may be terminated without cause by either Party upon at least 30 days’ prior written notice to the other Party. The Parties agree that if termination without cause occurs during the term of the agreement, Spohn Foundation shall continue to fund as stated in Exhibit A in order to cover the then-current enrollees through such plan year.

2.2 Automatic Termination: The Parties expressly agree that this Agreement shall terminate immediately if the Affordable Care Act (“ACA”) is repealed or amended or if premium subsidy support programs are set aside by executive action, judicial declaration, legislative enactment or regulatory changes.

Section 3—Miscellaneous Provisions

3.1 The Donated Funds: The cash amount(s) will be collectively referred to as the “Donated Funds” and will be set forth in Exhibit A, as may be amended from time to time by mutual agreement of the Parties. The Donated Funds will be used by ATCOG to provide premium subsidy support to eligible Texas residents in the Corpus Christi area who enroll in Silver Plans with a Cost Share Reduction (“CSR”) feature and who fall between 100% and 150% of the Family Poverty Levels (“FPL”) in accordance with the terms and conditions outlined herein and in Exhibit A.

3.2 Status of the Parties: The Parties expressly agree and acknowledge that nothing in this Agreement (or in its performance) or in any related agreement is intended to create a joint venture, partnership, employment or agency relationship among the Parties.

3.3 Governing Law: This Agreement shall be enforced in accordance with the laws of the State of Texas. The Parties intend to comply with all applicable state and federal laws, rules and regulations. If subsequent to the execution of the Agreement, there is a change in laws, rules or regulations which cause this Agreement to be in violation of then applicable laws, rules or regulations, the Parties agree to explore renegotiation so that the arrangement is in compliance.
If the Parties are unable to come to a mutually acceptable and compliant agreement within thirty (30) days, either Party may immediately terminate the Agreement.

3.4 Waiver: The Parties agree that no delay or omission by either Party to exercise any right or remedy under this Agreement shall be construed to be either acquiescence or the waiver of the ability to exercise any right or remedy in the future.

3.5 Third Party Beneficiaries: There are no third parties intended to be the beneficiaries of any obligation or right assumed by either Party under this Agreement.

3.6 Assignment: Neither Party may assign its rights or delegate its duties under this Agreement without the express, prior written consent of the other Party.

3.7 Entire Agreement: This Agreement supersedes any previous understandings or agreements between the Parties with respect to the subject matter of this Agreement.

3.8 Costs and Expenses: The Parties shall each bear their respective costs and expenses. ATCOG, however, shall be permitted to charge a reasonable monthly administrative expense not to exceed 10% of each quarterly donation. ATCOG shall be entitled to recoup reasonable and necessary expenses related to setting up the Program contemplated under this Agreement, as well as, additional yearly audit expenses related solely to ATCOG’s audit expenses attributable solely to this Program.

IN WITNESS WHEREOF, the Parties have executed this Donation Agreement to be effective as of ________________, 2019.

ATCOG

By: ________________________

Its: ________________________

Date: ________________________

CHRISTUS Spohn Foundation

By: ________________________

Its: ________________________

Vice President for Philanthropy

Date: April 1, 2019
EXHIBIT A to Donation Agreement—Description of Donated Funds

Spohn will donate an initial amount of $50,000, which will be intended to cover all enrollees for the remainder of the plan year in effect at the time the Agreement is executed. Spohn may elect to donate an additional amount at any point, which will allow additional enrollees to be covered for the remainder of the current year, or designated for the following year.

ATCOG shall use the Donated Funds to provide subsidy assistance for premiums and cost-sharing on behalf of one or more qualified Marketplace QHP plan enrollees, so long as the:

1. Enrollee(s) satisfies defined criteria based on financial status;
2. Defined criteria does not include consideration of the enrollee’s (s’) health status;
3. Enrollee(s) is allowed his/her choice of healthcare provider; and
4. Premium and cost-sharing assistance covers the entire policy year.
On 3/19/2019 at 5:00 pm, Paris Metro driver Jeff Sykes pulled into the front of the parking lot and called into dispatch one of previous passengers who has been riding all day, was passed out in front of the office building. The dispatchers and I walked out to check on him. We noticed he had fell over passed out with his hat over his face. We then called non-emergency police to come remove him from the property. Lymon Samis and Jeff Sykes walked up closer to the man when Lymon noticed he started turning blue. We still had the police department on the phone outside at the time and we told them to send an ambulance, Lymon and Jeff rolled the man over to start CPR but the man starting breathing and throwing up. The Paris police and EMS came and took the man to the hospital. I called my Supervisor Mark Compton to inform him of the situation. I am very impressed with Lymon and Jeff; they saved this man's life.

Sheena Record
Transportation Coordinator

Witness
Lymon Samis

Jeff Sykes

Dalene Nabors

Kayla Wieferich

Myriah Nance
## Reported Trips - Transportation

<table>
<thead>
<tr>
<th></th>
<th>Jan-19</th>
<th>Feb-19</th>
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<tbody>
<tr>
<td><strong>Texarkana Rural</strong></td>
<td>2038</td>
<td>1935</td>
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<tr>
<td>Bowie</td>
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<td>714</td>
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<tr>
<td>Cass</td>
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<td>965</td>
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<td>Morris</td>
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<td>256</td>
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<td><strong>Mt. Pleasant Rural</strong></td>
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<td>Titus</td>
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<td>Franklin</td>
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<td><strong>Sulphur Springs Rural</strong></td>
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<td>1477</td>
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<tr>
<td>Franklin</td>
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<td>78</td>
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<td>Hopkins</td>
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<td><strong>Paris Rural</strong></td>
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<td>Red River</td>
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<td><strong>Paris Metro City Bus</strong></td>
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<td><strong>Mt. Pleasant City Bus</strong></td>
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<td><strong>TUTD Para-Transit</strong></td>
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<td><strong>TOTAL TRIPS</strong></td>
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### Threat and Hazard Identification Risk Assessment (THIRA) (14 points + possible 1 additional)

<table>
<thead>
<tr>
<th>#</th>
<th>Criteria</th>
<th>Score</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-2</td>
<td>A minimum of four (4) Scenarios addressed that provide level of detail in accordance with CPG 201 v.3</td>
<td>2</td>
<td>Good level of details in the scenario descriptions, to include data enabling modeling.</td>
</tr>
<tr>
<td>+0.5</td>
<td>Inclusion of a complex scenario involving at least two (2) response teams (i.e., SWAT, Bomb Squads, etc.) (can be one of the four required scenarios)</td>
<td>.5</td>
<td></td>
</tr>
<tr>
<td>+0.5</td>
<td>Inclusion of a radiological/nuclear threat or hazard scenario (this would be an additional scenario to the four previously required)</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>0-2</td>
<td>31 Core Capabilities are addressed (all Core Capabilities required except Cybersecurity)</td>
<td>2</td>
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<tr>
<td>0-1</td>
<td>Text for Desired Outcomes correlates to Core Capability Descriptions and is not scenario specific. The Desired Outcomes for a Core Capability should be the same – regardless of the scenario.</td>
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<td></td>
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<tr>
<td>0-1</td>
<td>Desired Outcomes for Response and Recovery Mission Areas are properly quantified using timeframes</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>0-1</td>
<td>Desired Outcomes for Prevention, Protection and Mitigation Mission Areas are properly quantified using percentages</td>
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## Threat and Hazard Identification Risk Assessment (THIRA) cont. (14 points + possible 1 additional)

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<td>0-1</td>
<td>Desired Outcomes and Capability Targets are provided for each of the five mission areas for Common Core Capabilities <em>(Planning, Public Information and Warning, and Operational Coordination)</em>, for <strong>Core Capabilities in both the Prevention and Protection Mission Areas</strong> <em>(Intelligence &amp; Information Sharing, Interdiction and Disruption, and Screening, Search and Detection)</em>, and for <strong>Core Capabilities in both the Response and Recovery Mission Area</strong> <em>(Infrastructure Systems)</em></td>
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<tr>
<td>0-3</td>
<td>Quantified Estimated Impacts specific to each scenario</td>
<td>3</td>
<td>Good level of detail provided throughout.</td>
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<td>0-3</td>
<td>Capability Targets were derived by combining Desired Outcomes with Greatest Estimated Impact</td>
<td>3</td>
<td>This has been done consistently.</td>
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<td></td>
<td><strong>THIRA Subtotal</strong></td>
<td>14.5</td>
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### Stakeholder Preparedness Review (SPR) (15 points)

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<th>Criteria</th>
<th>Score</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-3</td>
<td>Capability Gaps are identified for each segment of POETE not rated as a 5</td>
<td>3</td>
<td>Great details in the Capability Gaps.</td>
</tr>
<tr>
<td>0-4</td>
<td>Capability Gaps clearly identify region-specific needs</td>
<td>4</td>
<td>Several times throughout, “More participation is needed from key stakeholder around the region” is listed as an Exercises Capability Gap. Try to identify which stakeholders.</td>
</tr>
<tr>
<td>0-2</td>
<td>Capability Gaps are related to THIRA targets</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Automatically generated language from previous Excel versions (specifically “Functional Areas of Capability Gaps” and “Common Standard Gaps” bullets) do not appear in Capability Gap descriptions</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>0-2</td>
<td>Scores provided are commensurate with identified gaps</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>0-2</td>
<td>Recent Advances are provided per POETE where applicable</td>
<td>2</td>
<td>More details could be used to elaborate the advances.</td>
</tr>
<tr>
<td></td>
<td><strong>SPR Subtotal</strong></td>
<td><strong>15</strong></td>
<td></td>
</tr>
<tr>
<td>#</td>
<td>Criteria</td>
<td>Score</td>
<td>Notes</td>
</tr>
<tr>
<td>-----</td>
<td>---------------------------------------------------------------------------</td>
<td>-------</td>
<td>---------------------------------------------------------</td>
</tr>
<tr>
<td>0-2</td>
<td>Used the proper report format per 2019 IP template</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>0-1</td>
<td>In Section II, identify recent trends.</td>
<td>.5</td>
<td>Try to address recent trends more directly.</td>
</tr>
<tr>
<td></td>
<td><em>(Consider demographics, impacts of weather, changes in industry, terrorist threats and criminal activity.)</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>0-1</td>
<td>Listed highest overall Priorities for the region in Section III Overview</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>0-1</td>
<td>Reasonable set of HSSP objectives addressed in Section III</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>0-2</td>
<td>Provided Recent Accomplishments (per each objective)</td>
<td>2</td>
<td>Consider adding dates/timeframes to Recent Accomplishments.</td>
</tr>
<tr>
<td>0-2</td>
<td>Listed quality performance measures (per each objective)</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>0-4</td>
<td>POETE Charts provide detailed information on: tasks, responsible agency(s), dollar amounts of grants or other funding, source of funding, date of completion/milestones</td>
<td>4</td>
<td>Good level of detail provided throughout.</td>
</tr>
<tr>
<td>0-2</td>
<td>Implementation Plan makes sense as a whole</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>IP Subtotal</strong></td>
<td><strong>14.5</strong></td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>OVERALL TOTAL</strong></td>
<td><strong>44</strong></td>
<td></td>
</tr>
</tbody>
</table>
### Class of Service

**ATCOG Training Center**

**Atlanta PD**

**Bi State Justice Center**

**Cass CO SO**

**Delta CO SO**

(8 more PSAPs selected)

### Class of Service Key

- **BUSN** - Business Number
- **CNTX** - Central Exchange phone system
- **COIN** - Pay Phone
- **No Class of Service** - Type not indicated
- **PAYP** - Pay Phone
- **PBX** - Private Branch Exchange phone system
- **RESD** - Residential phone line
- **TLMA** - Telematics
- **Unparsed 911** - no distinction in Raw ALI data
- **VOIP** - Voice over internet protocol
- **WPH0** - Wireless Phase 0 - (Voice Only)
- **WPH1** - Wireless Phase 1 - (Voice + Cell Tower Location Data)
- **WPH2** - Wireless Phase 2 - (Voice Call + calling location xy coordinates)
- **TEXT** - Text to 9-1-1

**GIS Statistics**

- ALI database to RCL synchronization check: 94.64% match rate*
- ALI database to Site/Structure Address Point synchronization check: 94% match rate**

*the match rates represent the percentage of actual addresses associated with telephone numbers fit within the range on GIS Road Centerlines

**the match rates represent the % of actual addresses associated with telephone numbers have a 1-to-1 match with GIS Site/Structure Address Points

<table>
<thead>
<tr>
<th>Agency</th>
<th>2018</th>
<th>2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>ATCOG Training Center</td>
<td>20</td>
<td>0</td>
</tr>
<tr>
<td>Atlanta PD</td>
<td>156</td>
<td>0</td>
</tr>
<tr>
<td>Bi State Justice Center</td>
<td>307</td>
<td>4</td>
</tr>
<tr>
<td>Cass CO SO</td>
<td>62</td>
<td>0</td>
</tr>
<tr>
<td>Franklin CO SO</td>
<td>40</td>
<td>2</td>
</tr>
<tr>
<td>Hopkins CO SO</td>
<td>20</td>
<td>0</td>
</tr>
<tr>
<td>Morris CO SO</td>
<td>122</td>
<td>1</td>
</tr>
<tr>
<td>Mt Pleasant PD</td>
<td>387</td>
<td>0</td>
</tr>
<tr>
<td>New Boston PD</td>
<td>173</td>
<td>219</td>
</tr>
<tr>
<td>Paris PD</td>
<td>338</td>
<td>7</td>
</tr>
<tr>
<td>Red River County Sheriffs Office</td>
<td>95</td>
<td>2</td>
</tr>
<tr>
<td>Sulphur Springs PD</td>
<td>87</td>
<td>8</td>
</tr>
</tbody>
</table>

**Total**

| 3792 | 367 | 8 | 688 | 70 | 0 | 333 | 3279 | 75 | 0 | 1992 | 446 | 10005 | 27993 | 50855 |

---

Page 1 of 1
### MONTHLY STATISTICS

<table>
<thead>
<tr>
<th>Revolving Loan Fund</th>
<th>Balance as of 3/31/2018</th>
<th>Monthly Payment</th>
<th>Interest</th>
<th>Principal</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>CHAPMAN</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City of Avery</td>
<td>$146,367.96</td>
<td>$1,247.84</td>
<td>$368.12</td>
<td>$879.72</td>
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<tr>
<td>City of Deport</td>
<td>$133,785.56</td>
<td>$1,065.00</td>
<td>$336.29</td>
<td>$728.71</td>
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<tr>
<td>Clarksville EDC</td>
<td>$163,125.36</td>
<td>$1,931.21</td>
<td>$411.61</td>
<td>$1,519.60</td>
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<tr>
<td><strong>Total</strong></td>
<td>$443,278.88</td>
<td>$4,244.05</td>
<td>$1,116.02</td>
<td>$3,128.03</td>
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<tr>
<td><strong>ETRAP</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Blackmon's Pharmacy</td>
<td>$159,619.71</td>
<td>$1,559.79</td>
<td>$435.35</td>
<td>$1,124.35</td>
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<tr>
<td>City of Leary</td>
<td>$66,342.01</td>
<td>$690.58</td>
<td>$167.16</td>
<td>$523.42</td>
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<td>Leigh Water Supply</td>
<td>$340,507.97</td>
<td>$3,572.75</td>
<td>$858.06</td>
<td>$2,714.69</td>
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<td>Marroquin</td>
<td>$16,498.05</td>
<td>$632.89</td>
<td>$85.23</td>
<td>$547.66</td>
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<tr>
<td><strong>Total</strong></td>
<td>$582,967.74</td>
<td>$6,456.01</td>
<td>$1,545.80</td>
<td>$4,910.12</td>
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<tr>
<td><strong>NETEDD</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ASI</td>
<td>$92,149.96</td>
<td>$4,520.00</td>
<td>$261.11</td>
<td>$4,258.89</td>
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<td>ESNR</td>
<td>$38,595.82</td>
<td>$283.60</td>
<td>$105.01</td>
<td>$178.59</td>
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<tr>
<td>Paris Logistics</td>
<td>$227,259.81</td>
<td>$1,701.59</td>
<td>$618.43</td>
<td>$1,083.16</td>
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<tr>
<td></td>
<td>$358,005.60</td>
<td>$6,505.19</td>
<td>$984.55</td>
<td>$5,520.64</td>
</tr>
<tr>
<td><strong>Total RLF Funds Loaned</strong></td>
<td>$1,384,252.22</td>
<td>$17,205.25</td>
<td>$3,646.37</td>
<td>$13,558.79</td>
</tr>
<tr>
<td>We Pack Annual CD</td>
<td>$162,322.81</td>
<td>Dec and Jan $11,084.31</td>
<td>$6,104.90</td>
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</tr>
<tr>
<td></td>
<td></td>
<td>Annualized Avg. $923.69</td>
<td>508.74</td>
<td></td>
</tr>
</tbody>
</table>

**Amount Available in RLF Funds:**

- ETRAP: $298,295.87
- NETEDD: $581,094.20
- CHAPMAN: $399,674.01

<table>
<thead>
<tr>
<th>ATRDC Total Loans in Portfolio</th>
<th>Total Loan Amount</th>
<th>Balance on Books</th>
</tr>
</thead>
<tbody>
<tr>
<td>19</td>
<td>$8,904,000.00</td>
<td>$6,624,493.95</td>
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</tbody>
</table>

**ATRDC 504 Loan Program Income From Fees Payout**

- 3/1/2019
## FY2018 Projects

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Project Name</th>
<th>Amount</th>
<th>Exp. Amount</th>
<th>Project Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ark-Tex Council of Governments- Planning, Training, and Exercise</td>
<td>ATCOG Planning, Training and Exercises</td>
<td>$83,000.00</td>
<td>$17,692.73</td>
<td>9/1/18-8/31/19</td>
</tr>
<tr>
<td>Red River County</td>
<td>Communication Radio Tower Replacement</td>
<td>$16,530.15</td>
<td>$11,234.07</td>
<td>11/1/2018-10/31/19</td>
</tr>
<tr>
<td>Delta County</td>
<td>Delta County EOC Communications Upgrade Project</td>
<td>$4,811.42</td>
<td>$0.00</td>
<td>11/1/2018-10/31/19</td>
</tr>
<tr>
<td>City of Sulphur Springs</td>
<td>Special Response Team Project</td>
<td>$22,848.66</td>
<td>$12,999.12</td>
<td>9/1/18-8/31/19</td>
</tr>
<tr>
<td>City of Daingerfield</td>
<td>P-25 Compliant Project</td>
<td>$3,371.84</td>
<td>$3,371.84</td>
<td>9/1/18-8/31/19</td>
</tr>
<tr>
<td>Cass County</td>
<td>Cass County Mobile Radios Project</td>
<td>$17,973.51</td>
<td>$0.00</td>
<td>9/1/18-8/31/19</td>
</tr>
<tr>
<td>Lamar County, City of Paris &amp; City of Reno-Hazmat</td>
<td>Regional Hazmat Response Team</td>
<td>$13,658.63</td>
<td>$0.00</td>
<td>9/1/18-8/31/19</td>
</tr>
<tr>
<td>Morris County</td>
<td>Homeland Security</td>
<td>$5,460.42</td>
<td>$5,460.42</td>
<td>9/1/18-8/31/19</td>
</tr>
<tr>
<td>Lamar County, City of Paris &amp; City of Reno-Surveillance</td>
<td>Surveillance Equipment Project</td>
<td>$10,397.44</td>
<td>$0.00</td>
<td>9/1/18-8/31/19</td>
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<tr>
<td>Lamar County, City of Paris &amp; City of Reno-SWAT</td>
<td>SWAT Team Equipment</td>
<td>$6,888.43</td>
<td>$0.00</td>
<td>9/1/18-8/31/19</td>
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<tr>
<td>City of Texarkana</td>
<td>City of Texarkana Texas Night Vision Project</td>
<td>$19,098.94</td>
<td>$0.00</td>
<td>9/1/18-8/31/19</td>
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<tr>
<td>Bowie County</td>
<td>Thermal Imaging Project</td>
<td>$19,610.56</td>
<td>$0.00</td>
<td>9/1/18-8/31/19</td>
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<tr>
<td>City of Naples</td>
<td>Facility Security System</td>
<td>$2,690.55</td>
<td>$0.00</td>
<td>9/1/18-8/31/19</td>
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<tr>
<td>Franklin County</td>
<td>FCSO Terrorism Response Team Training Program</td>
<td>$9,408.86</td>
<td>$0.00</td>
<td>11/1/2018-10/31/19</td>
</tr>
</tbody>
</table>
The Ark-Tex Council of Governments (ATCOG) Area Agency on Aging (AAA) Regional Advisory Council met at 10:00 a.m. on Thursday, December 6, 2018, at Titus Medical Plaza in Mount Pleasant, Texas. Jane Helberg, Chairperson, called the meeting to order at 10:04 a.m.

Jenny Butler, AAA Aging Specialist, called roll. Regional Advisory Council members present were as follows:

Judge L.D. Williamson, Elected Official
Bill Collins, Vice-Chairperson/Lamar County Representative
Dorothy Young, Franklin County Representative
Tammy Lawing, Red River County Representative
Stephanie Sonnier, Social Services Agency Representative (APS)
Brenda Davis, Bowie County Representative
Terry Landers, Delta County Representative
Fred Lewis, Hopkins County Representative

It was determined that a quorum was present.

Guests present were as follows:

Rhonda Rogers, Texas Silver Haired Legislature
Rea Washington, Ark-Tex Council of Governments 9-1-1 Manager

**Approval of Minutes of Last Meeting**
A motion was made by Bill Collins to approve the minutes of the December 6, 2018 meeting. Motion was seconded by Judge Williamson. All members present were in favor.

**Introduction of Guest Speaker**
Lisa Reeve introduced the Rea Washington, ATCOG 9-1-1 Manager, as the guest speaker.

**9-1-1 and Texting, Ark-Tex Council of Governments**
Rea Washington greeted the Council and stated that the ATCOG 9-1-1 department is in charge of fiscal, maintenance, and training of dispatchers. The region’s existing network is over 40 years old. The system has gone through landline call routing, to wireless call routing, and there is now a new technology available called Text to 9-1-1. It was implemented in the Ark-Tex region in October 2018. The texting capability aids the deaf and hard of hearing, as well as teenagers. It can be used mainly when the person texting is not in a safe environment to call, such as a domestic violence case and mass shootings. The technology is used by main phone carriers. The department conducted a soft roll-out to ensure any kinks were ironed out and it was announced to the public in November 2018. Rea shared a story from a conference she
attended where a woman was found deceased in a closet in a domestic violence situation. It was discovered she had been trying to text 9-1-1 several times. This was an impact story before the program was implemented. The ATCOG region chose to integrate the technology into the existing equipment. The program lets dispatchers use the current system they are familiar with and they are able to see texts on screen. The system is always being upgraded and receives regular maintenance. The Text to 9-1-1 is currently only available in the state of Texas. ATCOG 9-1-1 is working with the state of Arkansas to be a part of the program since the Texarkana area is a twin city in both states.

Bill Collins asked Rea if all of Texas has the new program. Rea explained the entire State does not have it implemented yet, but it has been mandated by the State so all the regions are working on integrating the technology. Bill Collins also asked how texts get routed to certain areas, such as originating in Delta County but the call needs to route Lamar County. Rea explained it’s as simple as a press of a button from the Delta County police department to the Lamar County police department.

Dorothy Young asked about a recent call she had received from Pittsburg 9-1-1 asking if she was okay. She stated she had not made a 9-1-1 call and was concerned about the call. Rea explained that there was a recent inquiry regarding spoofing calls and she would like to follow up with Dorothy Young.

Jane Helberg shared she was able to work with Governor White and Dr. Red Duke in the past to help develop a trauma plan for Texas. She is amazed to see how far things have come from virtually nothing to the programs and technology available now.

**HHSC Update – Assessment, Area Plan, ADRC**

Lisa Reeve stated that Alice Parker, who was previously on the Council as an HHSC representative, has now retired from HHSC and is now working part-time at the Area Agency on Aging as a Case Manager.

The Area Agency on Aging has all new leadership at the state level except for one person. The current Area Plan for the AAA’s expired a year ago but now a new Area Plan is coming due for state years 2021-2022. Due to the changes at the state level, this had been delayed. Lisa stated she is looking forward to the new plan and developing it with all the Ark-Tex AAA staff. The timeline currently has the plan due in July 2020. The State is now asking for a true Needs Assessment for the AAA entire region. This would include focus groups with an un-biased person to moderate the group. No extra funding has been provided by the State for the development of this Needs Assessment. Therefore, it would be unfeasible to hire an outside consultant to assist with the requirements.

Lisa explained a SWOT (Strengths, Weaknesses, Opportunities, and Threats) Analysis is also required in the Area Plan. The process for this will begin after March 22, 2019 and a survey will be sent out to each RAC member. Additionally, a survey may be created by the TX AAA Directors for all agencies to use. Lisa will start the process with an individual survey in the case a common survey for all the agencies is not completed.
The focus for the Area Plan seems to be for Transportation and Rural needs. Currently, the AAA budgets $100,000 for Transportation, which is not enough. The Transportation department has applied again for the CHRISTUS Foundation grant that would be in effect next year. The previous grant was $75,000 but the award may be less the next time. They are working on a contingency plan if they are not awarded the grant.

Lisa asked the RAC members present questions to begin the process of the SWOT analysis. She asked the members what were the strengths of the AAA. The responses were: supportive to community partnerships, Benefits Counseling, improvement of Transportation services in the region, Ombudsman program, Outreach.

What are the AAA’s Weaknesses, the responses were: not enough funding for home repair, outreach for all service to include Case Management, need to improve overall Outreach services. Lisa stated that Karon Khan, Case Manager/Coordinator, is now coordinating staff to be sure someone is going somewhere monthly providing outreach on all AAA services. Jane Helberg asked at this time if it was possible to pass out AAA information at events the AAA was not attending.

Lisa asked what would be Threats to the AAA, the responses were: Tammy Lawing stated insurance representatives pushing plans in the Red River County area that are not accepted by medical facilities, education on Original Medicare versus Medicare Advantage plans.

Lisa stated that an application for a new ATCOG program that will assist seniors is available and ATCOG is applying for the nine county region. The application for the program came out on February 22, 2019 and is due to the State by March 22, 2019. ATCOG will find out in May 2019 who was awarded the grant. The grant would not become effective until September 1, 2019.

Discussion about Membership
Lisa Reeve stated there are currently vacancies on the RAC for an Elected Official, HHSC representative, and Cass County representative. The prior nomination for Brenda Davis for Bowie County representative was approved by the ATCOG Board. Judge L.D. Williamson presented a nomination for Hopkins County Judge Newsom to replace the recently retired Judge Lynda Munkres for the Elected Official representative. Motion by Judge L.D. Williamson, seconded by Bill Collins. All members present were in favor.

Lisa presented a nomination for Debra Shimpock to fill the HHSC representative vacancy. Ms. Shimpock has agreed to be on the Council until she could appoint someone from HHSC. Motion by Brenda Davis, seconded by Judge L.D. Williamson. All members present were in favor.

Lisa stated the Cass County representative is still vacant.

Announcements
Rhonda Rogers with the Texas Silver Haired Legislature stated a new committee has been created by the Governor of Texas to keep existing military installations. Tomorrow is the final day to submit a bill. One of the focuses of SB 1050 is on retired teachers and insurance. SB 1050 was filed by State Senator Brian Hughes. Fred Lewis stated teachers cannot get Social Security and
that Ralph Hall was working to get that resolved or changed. The decision was made in the 1950’s for teachers to pay into their own retirement instead of getting Social Security. Fred Lewis also shared some information on a book titled God’s Promises he has found very helpful to give to people. He also shared information on the upcoming Health Fair in Sulphur Springs that will be held in the evening in an attempt to reach a different group of people. He has found that the same groups of people attend health fairs held at times during the day. The AAA is planning on attending the Fair.

Judge L.D. Williamson stated that Hyperlink, an emergency system, is now available in Red River County. It can share local emergency situations regarding a wide variety of things including road conditions or flooding.

Tammy Lawing with the Lennox Resource Center shared information regarding an ETMO DSHS event coming in the summer. It is a one-day clinic that helps those with health needs that includes immunizations for kids. Treatment will be provided that day in a clinical environment. ATCOG is providing free transportation that day for those that need help getting to the event. The aforementioned Hyperlink was discussed as a good way to communicate the event to people in the county.

**Adjourn**
A motion was made to adjourn by Judge L.D. Williamson and seconded by Bill Collins. The meeting was adjourned at 11:21 a.m.

The next RAC meeting is June 6, 2019.

__________________________________________  ______________
Jane Helberg, Chairperson  Date

Attest  ______________

**ATCOG Staff Present**
Lisa Reeve
Jenny Butler
Alice Parker
ARK-TEX COUNCIL OF GOVERNMENTS
HOMELAND SECURITY ADVISORY
COMMITTEE MEETING
March 21, 2019
MINUTES

The meeting of the Ark-Tex Council of Governments Homeland Security Advisory Committee was called to order by Randy Tuttle, Chairperson, at 10:02 a.m., March 21, 2018, at Titus Regional Medical Center Medical Plaza Wellness Center Conference Room in Mt. Pleasant, TX.

The minutes from Ark-Tex Council of Governments Homeland Security Advisory Committee meeting held on November 15, 2018 were reviewed for approval. Motion to approve was made by Danny Richard and seconded by John Nichols. Motion passed by majority vote.

Whitney Fezell updated the committee concerning Homeland Security updates. Whitney Fezell informed the committee of the new location of the progress reports for the FY18 grants. Whitney Fezell informed the committee that some applicants have dropped below the intermediate level on their preparedness profile; and that it may affect their grant eligibility. The committee was also informed that the funding allocated amounts had been recalculated due to some entities not applying. Whitney Fezell also advised the committee of the college and university applicants that applied, and consulted with the committee on how to incorporate them in our funding methods.

Next non-voting item is to discuss additional funding opportunities. Whitney Fezell provided the committee with information regarding the Non Profit Security Grant, Community Block Fast Grant, and the AFG Grant. Whitney Fezell also informed the committee of community grants available such as the Fire House Subs grants, and the Walmart Community Grants. Information regarding requirements and deadlines was discussed amongst the committee.

Next non-voting item is discuss alternate funding options for upcoming years. Whitney Fezell advised the committee that there would be more applicants from different disciplines applying for funding in the future. The committee was also provide with additional ideas regarding how to fund projects such as the scoring process. Discussion was made amongst the committee regarding how to include other disciplines in the funding process. The committee proposed to amend the HSAC bylaws to only allocate funds to agencies within the ATCOG region. The committee also proposed that colleges, universities and nonprofit agencies apply for funding with the jurisdiction they are located in.

The first voting item on the agenda is Chair and Vice Chair elections. Whitney Fezell advised the committee of the current Chair and Vice Chair as well as the bylaws that limits them to two consecutive terms. The committee was advised of the duties of the Chair,
and Vice Chair, as well as past officers. The committee nominated Eric Schlotter for Chair, motion was made by Becky Wilbanks, seconded by John Nichols, and approved by the majority. The committee nominated Becky Wilbanks for Vice Chair, motion was made by Randy Tuttle, seconded by Danny Richard, and approved by the majority.

The next voting item was to discuss and approve the dates and logistics of the Annual Communication Exercise. Whitney Fezell advised the committee of the lack of participation with the 2018 exercise. Whitney Fezell also proposed alternative options for the communication exercise. Randy Tuttle made a motion to conduct individual exercises and have them completed by July 31, 2019; motion was seconded by Danny Richard, and approved by the majority.

The next voting item was to discuss and vote on funding for Sulphur Springs/Hopkins County Regional Law Enforcement Training Simulator Project. Whitney Fezell provided the committee with anonymous ballots that contained the project details as well as the requested funding amount. The committee was also provided with funding sheet to determine how the project would affect the regional allocation as well as their individual allocation amounts. Whitney Fezell calculated the ballots, the Sulphur Springs/Hopkins County Regional Law Enforcement Training Simulator Project was approved by the majority with a vote of 6:1.

The Next voting item was to prioritize Fy2019 State Homeland Security Program projects via ballot. The committee was provided with project summaries prior to the meeting. Each member was given a specialized ballot, and was not able to vote on their own project. Tanner Crump made a motion to accept the ballot results as the prioritization, motion seconded by John Nichols, and approved by the majority.

Eric Schlotter opened the floor for questions and discussion. The committee discussed additional details regarding the funding of colleges and nonprofit entities.

Whitney Fezell announced that the next scheduled meeting will be March 23, 2019 at 10am at TRMC.

Whitney Fezell announced that the next COG repeater test will be April 2nd at 9am.

Whitney Fezell announced the ICS 300-400 Course in Texarkana May 14th -16th and June 20th -21st.

Whitney Fezell announced the DPS Alert training in Mt. Pleasant May 15, 2019.

Whitney Fezell announced the HSEEP course in Tyler Texas April 25th-26th.

Whitney Fezell announced the TDEM Conference in San Antonio April 15th-18th.
Doyce Winchester announced the information regarding the legislation on Emergency Management. Doyce also informed the committee on the new Senate Bill that may affect them.

Becky Wilbanks made a motion to adjourn the meeting, motion was seconded by Randy Tuttle, and approved by a majority vote.

ATTENDING:
Tanner Crutcher – EMC, Delta County
Randy Tuttle – EMC, City of Paris
Whitney Fezell – ATOCG Homeland Security Coordinator
Danny Richard – VFD, City of Daingerfield
Jason Ricketson – EMC, City of Sulphur Springs
John Nichols - EMC Bowie County
Becky Wilbanks- Cass County Judge
Eric Schlotter- EMC- City of Texarkana
Darrin Higgs- Lifenet Emergency Medical Service
Doyce Winchester- DPS, State of Texas

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Signature                     Title                                    Date