AGENDA
ARK-TEX COUNCIL OF GOVERNMENTS
EXECUTIVE COMMITTEE MEETING
AUGUST 27, 2015

The Executive Committee of the Board of Directors of the Ark-Tex Council of Governments will meet at 10:00 a.m., Thursday, August 27, 2015, at the Luminant Community Room, 209 N. Madison, Mt. Pleasant, Texas.

Item 1. Call to order.

Item 2. Invocation.


Item 4. Approve the minutes as submitted of the Ark-Tex Council of Governments Executive Committee Meeting held Thursday, May 28, 2015, in Mt. Pleasant, Texas.

Review and Comment

Items 5, 6 & 7 to be presented by staff member Paul Prange.

Item 5. Review and comment on an Environmental Assessment to the Texas Commission on Environmental Quality (TCEQ) for proposed Water Quality Permit Renewal by:

a) Texas Military Forces to authorize the discharge of treated wastewater from the facility located at 6351 US. Highway 271 North, in Powderly, Lamar County, Texas, ultimately to Red River below Lake Texoma.

b) The City of Paris to authorize the discharge of treated wastewater from the facility located at 8600 North Main Street, Paris, Lamar County, Texas, ultimately to Red River below Lake Texoma.

c) The City of Paris to authorize the discharge of treated wastewater from the facility located at 3700 Lake Crook Road, Paris, Lamar County, Texas, ultimately to Red River below Lake Texoma.

d) The City of Clarksville to authorize the discharge of treated wastewater from the facility located approximately 1.5 miles southeast of the intersection of US Highway 82 and State Highway 37 and ¾ mile east of FM 910 in Red River County, Texas, ultimately to Sulphur/South Sulphur River.

e) The City of Naples to authorize the discharge of treated wastewater from the facility located approximately ½ mile southeast of the intersection of State Highways 77 and 338 in Morris County, Texas, ultimately to Big Cypress Creek below Lake O’ the Pines.

f) Pilgrim’s Pride Corporation to authorize the discharge of treated wastewater from the facility located at 664 FM Road 127 West, Mt. Pleasant, Texas, ultimately to Big Cypress Creek below Lake Bob Sandlin.

g) Turner Industries Group, LLC to authorize the discharge of treated wastewater from the facility located at 1200 Southwest 19th St., Paris, Lamar County, Texas, ultimately to North Sulphur River.

h) Kimberly-Clark Corporation to authorize the discharge of treated wastewater from the facility located at 2466 FM 137, Paris, Lamar County, Texas, ultimately to North Sulphur River.
The City of Talco to authorize the discharge of treated wastewater from the facility located on the north side of FM Road 71, approximately one mile northeast of Talco, Titus County, Texas, ultimately to the Sulphur/South Sulphur River.

The City of Cooper to authorize the discharge of treated wastewater from the facility located at 1501 Southwest 1st St., Cooper, Delta County, Texas, ultimately to Cooper Lake.

The City of Texarkana to authorize the discharge of treated wastewater from the facility located near the intersection of Jarvis Parkway and Redwater Road in Bowie County, Texas, ultimately to Days Creek.

The City of Texarkana to authorize the discharge of treated wastewater from the facility located at 4000 South State Line Ave., Texarkana, Bowie County, Texas, ultimately to Days Creek.

Item 6. Review and comment on an Environmental Assessment to TCEQ for proposed Air Quality Permit Renewal by:

a) Alumax Mill Products, Inc., to authorize the continued operation of a secondary aluminum processing facility located at 300 Alumax Drive, Texarkana, Bowie County, Texas.

b) Jeld-Wen, Inc., to authorize the continued operation of the Exterior Door Manufacturing Facility located at 902 North Hillcrest Drive, Sulphur Springs, Hopkins County, Texas.

Item 7. Review and comment on an Environmental Assessment to TCEQ for proposed Small Municipal Separate Storm Sewer System (MS4) by the City of Wake Village to authorize the discharge from the MS4 into the drainage area of the Sulphur River Basin.

**Regular Business**

Item 8. Review and consider approval of revisions to the ATCOG Policies and Procedures Manual as revised by the Board of Directors March 27, 2014. (See attachment 1) (To be presented by staff member Sharon Pipes)

Item 9. Review and consider ratification of contracts. (See attachment 2) (To be presented by Executive Director or Program Manager)

- Renewal of ATMOS Energy Keeping the Warmth Agreement
- Renewal of Community and Economic Development Assistance Funds (CEDAF) Vendor Contract Agreement
- Renewal of Texas Commission on State Emergency Communications (CSEC) Contract for 9-1-1 Service
- Renewal of Interlocal Agreements for all PSAP locations for 9-1-1 Service
- Renewal of TCEQ Water Quality Management Planning Contract

Item 10. Review and consider approval of a Resolution supporting ATCOG’s application to the Texas Department of Housing and Community Affairs (TDHCA) to administer the Community Services Block Grant (CSBG) program and the Comprehensive Energy Assistance Program (CEAP) in Delta, Franklin, Hopkins, Lamar, Rains, Red River and Titus Counties. (Handout to be provided at meeting) (To be presented by Executive Director Chris Brown)

**Other Business**

Item 11. Executive Director Report (For information only) (To be presented by Executive Director Chris Brown)

   a) Financial Report (See attachment 3)
   b) Hazard Mitigation Plan updates
   c) Special Projects awards
   d) Status of Public Safety Program projects
   e) Transportation Program updates
Announcements

Update on 990 Tax Returns. (Copies available for review) (To be announced by staff member Linda Moore)

The next Board of Directors Meeting will be held Thursday, September 24, 2015, at 10:00 a.m., in Bogata, Texas, hosted by the Honorable Danny Eudy, Mayor Pro Tem, City of Bogata.

There will also be a Budget Committee meeting held at 9:00 a.m. in the same location.

All agendas are sent by email and full Board packets are posted on the website. Should any Board Member need a copy printed and available at the meeting, please call 903/255.3555 or email athurston@atcoq.org.
MINUTES
ARK-TEX COUNCIL OF GOVERNMENTS
EXECUTIVE COMMITTEE MEETING
MAY 28, 2015

The Executive Committee of the Board of Directors of the Ark-Tex Council of Governments (ATCOG) met at 10:00 a.m., Thursday, May 28, 2015, at the Luminant Community Room, in Mt. Pleasant, Texas.

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

Item 2. Robert Newsom, Judge, Hopkins County, gave the invocation.

Item 3. Each attendee introduced themselves at this time.

Item 4. The next order of business was to approve the minutes as submitted in the mail of the Ark-Tex Council of Governments Executive Committee meeting held Thursday, April 30, 2015 in Mt. Pleasant, Texas.

Motion to approve was made by Scott Lee, Judge, Franklin County, and seconded by Judge Newsom. The minutes were approved as submitted.

Review and Comment

Item 5. Vickie Williamson, Special Projects Coordinator, presented for consideration an application by the City of Sulphur Springs to the U.S. Department of Agriculture, Office of Agriculture Marketing Service, for 2015 Farmers Market Promotion Program Grant, in the amount of $99,900, for promotion of local Farmers Markets.

Motion to approve was made by Judge Newsom and seconded by Lynda Munkres, Judge, Morris County. It was approved.

Item 6. Ms. Williamson presented for consideration an application by the City of Paris, to the U.S. Department of Agriculture, Office of Agriculture Marketing Service, in the amount of $97,000, for a Farmers Market and Local Food Promotion Program Grant.

Motion to approve was made by Edwin Pickle, Councilman, City of Paris, and seconded by M.C Superville, Jr., Judge, Lamar County. It was approved.

Item 7. Ms. Williamson presented for consideration an application by ATCOG to the U.S. Department of Agriculture, Office of Agriculture Marketing Service, for a grant in the amount of $100,000, to be matched with $33,333 in-kind, for a total of $133,333, for promotion of regional food production.

Motion to approve was made by Ann Rushing, Mayor, City of Clarksville, and seconded by A.M. Benefield, Councilman, Queen City. It was approved.

Item 8. Paul Prange, Environmental Resources Coordinator, presented for consideration an Environmental Assessment by Southwestern Electric Power Company (SWEPCO), who has applied to the Texas Commission on Environmental Quality (TCEQ) for proposed Water Quality Permit renewal, authorizing the discharge of treated wastewater from the facility located at 6866 State Highway 259 South, Lone Star, Morris County, Texas, ultimately to Big Cypress Creek below Lake Bob Sandlin.

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

Item 9. Mr. Prange presented for consideration an Environmental Assessment by the City of Avery, who has applied to TCEQ for proposed Water Quality Permit renewal, authorizing the discharge of treated wastewater from the facility located on Mill Creek, ultimately to Red River below Lake Texoma.
Motion to approve was made by Judge Newsom and seconded by Councilman Benefield. It was approved.

Item 10. Mr. Prange presented for consideration an Environmental Assessment by Prairiland Independent School District, who has applied to TCEQ for proposed Water Quality Permit renewal, authorizing the discharge of treated wastewater from the facility located near the intersection of U.S. Highway 271 and FM 196 in Lamar County, Texas, ultimately to Sulphur/South Sulphur River.

Judge Scott Lee inquired if there were any complaints on the wastewater facility applications. Mr. Prange explained he rarely hears comments, positive or negative, from the public. The review and comment period is the initial stage of the application, with there being another 12-18 months of review before TCEQ actually approves or denies the application.

Motion to approve was made by Judge Superville and seconded by Councilman Pickle. It was approved.

Item 11. Mr. Prange presented for consideration an Environmental Assessment by Delta County Municipal Water District, who has applied to TCEQ for proposed Water Quality Permit renewal, authorizing the discharge of treated wastewater from the facility located west of South Third St., in Delta County, Texas, ultimately to Cooper Lake.

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

Item 12. Mr. Prange presented for consideration an Environmental Assessment by Nalco Company, who has applied to TCEQ for proposed Water Quality Permit renewal, authorizing the discharge of treated wastewater from the facility located at 3901 Terry St., Texarkana, Texas, ultimately to Days Creek in the Sulphur River Basin.

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

Regular Business

Item 13. Patricia Haley, Criminal Justice Coordinator, presented for consideration nomination of Councilman Benefield to serve in the Concerned Citizens category on the Regional Criminal Justice Advisory Committee (RCJAC) to serve through December 31, 2015.

Motion to approve was made by Brady Fisher, Northeast Texas Resource Conservation & Development, and seconded by Becky Wilbanks, Judge, Cass County, It was approved.

Item 14. Sharon Pipes, Director of Administration, presented for consideration approval of revisions to the ATCOG Policies and Procedures Manual to reflect revisions to the payday for staff members.

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

Item 15. Mae Lewis, Housing Manager, presented for consideration approval and certification of the Housing & Urban Development (HUD) 5-Year Plan.

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


Motion to approve was made by Judge Scott Lee and seconded by Mayor Rushing. It was approved.
Item 17. Chris Brown, ATCOG Executive Director, presented for consideration action on an agreement with Northeast Texas Opportunities, Inc. (NETO) and/or a letter to the Texas Department of Transportation (TxDOT).

There were a few revisions made to the previous CSA Agreement, which was distributed to the Board for review. Judge Newsom questioned if NETO did indeed overbill ATCOG for services and would be responsible for reimbursing TxDOT rather than ATCOG if this agreement was signed. Mr. Brown explained TxDOT would rather call it a wash than seek reimbursement, as long as the agreement is signed by both entities.

Judge Scott Lee extended an apology on behalf of Franklin County for the mismanagement of funds from NETO. Mr. Brown clarified the misappropriated funds were not actual ATCOG funds; ATCOG only served as a pass-through for TxDOT to get the funds to NETO.

There was general discussion regarding the NETO situation and measures that could be put in place to prevent another occurrence in the future.

Louellen Lowe, Office of U.S. Senator John Cornyn, interjected to provide disaster relief information from FEMA in conjunction with the recent flooding.

Motion to approve the item was made by Judge Newsom and seconded by Councilman Benefield. It was approved.

Other Business

Item 18. Mr. Brown updated the Board on the Titus County Food Prosperity Summit that took place in April. He explained participants from the Summit would try to start a co-op with the funds from the aforementioned promotional grant, if those funds were granted to ATCOG.

Item 19. Judge Williamson notified the Board of the new Bylaws Committee appointments, which consists of Judge Williamson, Judge Superville, Judge Newsom and Judge Brian Lee, Titus County.

Announcements

Ms. Haley notified the Board of an RFP that would be issued for Law Enforcement Training.

Judge Williamson updated the Board on new legislation that passed in which a 17 year old would now be considered a juvenile in the criminal justice system.

Judge Williamson announced the next Board meeting will be held Thursday, June 25, 2015 at 10:00 a.m., with an Audit meeting held prior the Board meeting, in Daingerfield, Texas at the Courthouse Annex.

At this time, Judge Williamson adjourned the meeting.

EXECUTIVE COMMITTEE MEMBERS PRESENT
L.D. Williamson, Judge, Red River County
M.C. Superville, Jr., Judge, Lamar County
Becky Wilbanks, Judge, Cass County
Lynda Munkres, Judge, Morris County
Scott Lee, Judge, Franklin County
Robert Newsom, Judge, Hopkins County
Ann Rushing, Mayor, City of Clarksville
A.M "Rip" Benefield, Councilman, Queen City
Edwin Pickle, Councilman, City of Paris
Brady Fisher, Northeast Texas Resource Conservation & Development District

BOARD MEMBERS PRESENT
Danny Eudy, Mayor Pro Tem, Bogata
Bob Thorne, Mayor Pro Tem, Daingerfield

GUESTS PRESENT
Louellen Lowe, Office of U.S. Senator John Cornyn
Larkin Jumper, Commissioner, Franklin County
Robert McGee, Chief of Police, Queen City
Sue Thorne, Member of the Public

STAFF PRESENT
Chris Brown, Executive Director
Sharon Pipes, Director of Administration
Linda Moore, Finance Manager
Mae Lewis, Housing Manager
Paul Prange, Environmental Resources Coordinator
Patricia Haley, Criminal Justice Coordinator
Leslie McBride, Human Resources Coordinator
Vickie Williamson, Economic Development Coordinator
Noah Gilliam, Homeland Security Specialist
Amber Thurston, Executive Assistant

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-20150701-0001-05</th>
<th>Date Received: 06-25-15</th>
<th>Staff Assignment: Paul Prange</th>
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**Applicant:** Texas Military Forces.

**Project Description:** Texas Military Forces has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0013249001 to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 7,000 gallons per day. The domestic wastewater treatment facility is located at 6351 U.S. Hwy 271 North, in Powderly, Lamar County, Texas. The discharge route is from the plant site to an unnamed tributary; thence to Lamar Lake; thence to an unnamed tributary; thence to Hicks Creek; thence to Pine Creek; thence to the Red River below Lake Texoma.

**PROJECT/EA REVIEW:**

**Area to be served:** Powderly, 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 TPDES Permit to allow the continued operation of the domestic waste at Camp Maxey. 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 number gallons of treated wastewater that can be discharged into the environment. Before being discharged, the water is chemically treated to remove pathogens and to reduce harmful bacteria levels.

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 is an operational base for members of the Texas Army National Guard, Texas Air National Guard and the Texas State Guard. 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 permit renewal application by Texas Military Forces.
RESOLUTION NO. _________

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0013249001, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR TEXAS MILITARY FORCES TO AUTHORIZE THE DISCHARGE OF TREATED WASTEWATER AT A VOLUME NOT TO EXCEED A DAILY AVERAGE FLOW OF 7,000 GALLONS PER DAY. THE DOMESTIC WASTEWATER TREATMENT FACILITY IS LOCATED AT 6351 U.S. HWY 271 NORTH IN POWDERLY, LAMAR COUNTY TEXAS. THE DISCHARGE ROUTE IS FROM THE PLANT SITE TO AN UNNAMED TRIBUTARY; THENCE TO LAMAR LAKE; THENCE TO AN UNNAMED TRIBUTARY; THENCE TO HICKS CREEK; THENCE TO PINE CREEK; THENCE TO THE RED RIVER BELOW LAKE TEXOMA.

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 27TH DAY OF AUGUST, 2015.

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

ATTEST:
Project Description: The City of Paris has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. VQ0010479002, to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 7,250,000 gallons per day. The domestic wastewater treatment facility is located 8600 North Main Street, Paris, Lamar County, Texas. The discharge route is from the plant site to Hicks Creek; thence to Pine Creek; thence to Red River below Lake Texoma.

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? 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 TPDES Permit to allow the continued operation of the domestic wastewater treatment facility. This facility serves the needs of the entire population of the City of Paris. 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 number gallons of treated wastewater that can be discharged into the environment. This facility is in good operational condition. Before being discharged, the water passes through particulate filters and is then piped to a sedimentation pond located at this facility.

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 directly serves the needs of all citizens living within the City of Paris. 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 permit renewal application by the City of Paris.
RESOLUTION NO. ________

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0010479002, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR THE CITY OF PARIS, LAMAR COUNTY, TEXAS TO AUTHORIZE THE DISCHARGE OF TREATED WASTEWATER AT A VOLUME NOT TO EXCEED A DAILY AVERAGE FLOW OF 7,250,000 GALLONS PER DAY. THE DOMESTIC WASTEWATER TREATMENT FACILITY IS LOCATED AT 8600 NORTH MAIN STREET, PARIS, LAMAR COUNTY, TEXAS. THE DISCHARGE ROUTE IS FROM THE PLANT SITE TO HICKS CREEK; THENCE TO PINE CREEK; THENCE TO THE RED RIVER BELOW LAKE TEXOMA.

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 therefrom.

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 27TH DAY OF AUGUST, 2015.

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

ATTEST:
ARK-TEX COUNCIL OF GOVERNMENTS
APPLICATION / PROJECT STAFF REVIEW FOR
ENVIRONMENTAL ASSESSMENT

| Project SAI No: TX-R-20150701-0002-05 | Date Received: 06-25-15 | Staff Assignment: Paul Prange |

**Applicant:** City of Paris, Texas

**Project Description:** The City of Paris has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0010479001, to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 1,200,000 gallons per day. The domestic wastewater treatment facility is located at 3700 Lake Crook Road, approximately one mile west of U.S. Highway 271, directly east of Lake Crook Dam and north of the City of Paris in Lamar County, Texas. The discharge route is from the plant site to an open ditch; thence to Pine Creek; thence to Red River below Lake Texoma in Segment No. 0202 of the Red River Basin.

**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?** Yes. The TCEQ executive director has determined that the application is administratively complete and has conducted 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 TPDES Permit to allow the continued operation of the domestic wastewater treatment facility. This facility serves the needs of all residents living within the City of Paris. 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 number gallons of treated wastewater that can be discharged into the environment. This facility is in good operational condition. Before being discharged, the wastewater is chemically treated to reduce harmful bacteria levels and to remove suspended solids.

**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 directly serves the needs of all citizens living within the City of Paris. 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 permit renewal application by the City of Paris, TX.
RESOLUTION NO. ________

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0010479001, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR THE CITY OF PARIS, LAMAR COUNTY, TEXAS TO AUTHORIZE THE DISCHARGE OF TREATED WASTEWATER AT A VOLUME NOT TO EXCEED A DAILY AVERAGE FLOW OF 1,200,000 GALLONS PER DAY. THE DOMESTIC WASTEWATER TREATMENT FACILITY IS LOCATED AT 3700 LAKE CROOK ROAD, APPROXIMATELY ONE MILE WEST OF U.S. HIGHWAY 271, DIRECTLY EAST OF LAKE CROOK DAM AND NORTH OF THE CITY OF PARIS IN LAMAR COUNTY, TEXAS. THE DISCHARGE ROUTE IS FROM THE PLANT SITE TO AN OPEN DITCH; THENCE TO PINE CREEK; THENCE TO RED RIVER BELOW LAKE TEXOMA IN SEGMENT NO. 0202 OF THE RED RIVER BASIN.

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 27TH DAY OF AUGUST, 2015.

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

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

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<th>Date Received: 07-14-15</th>
<th>Staff Assignment: Paul Prange</th>
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**Applicant:** The City of Clarksville, Texas

**Project Description:** The City of Clarksville has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0010148001, to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 900,000 gallons per day. The domestic wastewater treatment facility is located approximately 1.5 miles southeast of the intersection of US Highway 82 and State Highway 37 and approximately ¾ mile east of FM 910 in Red River County, Texas. The discharge route is from the plant site to Langford Creek; thence to Cuthand Creek; thence to Sulphur/South Sulphur River.

### PROJECT/EA REVIEW:

**Area to be served:** Clarksville, Red River 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 TPDES Permit to allow the continued operation of the domestic wastewater treatment facility. This facility serves the needs of the entire population of the City of Clarksville. 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 number gallons of treated wastewater that can be discharged into the environment. This facility is in good operational condition. Before being discharged, the water passes through particulate filters and is then piped to a sedimentation pond located at this facility.

**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 directly serves the needs of all citizens living within the City of Clarksville. 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 permit renewal application by the City of Clarksville.
RESOLUTION NO. __________

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0010148001, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR THE CITY OF CLARKSVILLE, RED RIVER COUNTY, TEXAS TO AUTHORIZE THE DISCHARGE OF TREATED WASTEWATER AT A VOLUME NOT TO EXCEED A DAILY AVERAGE FLOW OF 900,000 GALLONS PER DAY. THE DOMESTIC WASTEWATER TREATMENT FACILITY IS LOCATED APPROXIMATELY 1.5 MILES SOUTHEAST OF THE INTERSECTION OF US HIGHWAY 82 AND STATE HIGHWAY 37 AND APPROXIMATELY ¾ MILE EAST OF FM 910 IN RED RIVER COUNTY, TEXAS. THE DISCHARGE ROUTE IS FROM THE PLANT SITE TO LANGFORD CREEK; THENCE TO CUTHAND CREEK; THENCE TO SULPHUR/SOUTH SULPHUR RIVER.

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 27TH DAY OF AUGUST, 2015.

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-20150714-0001-05</th>
<th>Date Received: 07-14-15</th>
<th>Staff Assignment: Paul Prange</th>
</tr>
</thead>
</table>

Applicant: The City of Naples, Texas

**Project Description:** The City of Naples has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. VQ0010230001, to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 250,000 gallons per day. The domestic wastewater treatment facility is located approximately 1/2 mile southeast of the intersection of State Highways 77 and 338 in Morris County, Texas. The discharge route is from the plant site to an unnamed tributary; thence to Watson Creek; thence to Kelly Creek; thence to Black Cypress Creek; thence to Pruitt Lake; thence to Hughes Lake; thence to Black Cypress Creek; thence to Black Cypress Bayou; thence to Big Cypress Creek below Lake O' the Pines.

**PROJECT/EA REVIEW:**

**Area to be served:** Naples, Morris 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 TPDES Permit to allow the continued operation of the domestic wastewater treatment facility. This facility serves the needs of the entire population of the City of Naples. 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 number gallons of treated wastewater that can be discharged into the environment. This facility was constructed in 1950, refurbished in 2010, and is in good operational condition. Before being discharged, the water passes through particulate filters and is then piped to a sedimentation pond located at this facility.

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 directly serves the needs of all citizens living within the City of Naples. 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 permit renewal application by the City of Naples.
RESOLUTION NO. ________

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ001023001, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR THE CITY OF NAPLES, MORRIS COUNTY, TEXAS TO AUTHORIZE THE DISCHARGE OF TREATED WASTEWATER AT A VOLUME NOT TO EXCEED A DAILY AVERAGE FLOW OF 250,000 GALLONS PER DAY. THE DOMESTIC WASTEWATER TREATMENT FACILITY IS LOCATED APPROXIMATELY 1/2 MILE SOUTHEAST OF THE INTERSECTION OF STATE HIGHWAYS 77 AND 338 IN MORRIS COUNTY, TEXAS. THE DISCHARGE ROUTE IS FROM THE PLANT SITE TO AN UNNAMED TRIBUTARY; THENCE TO WATSON CREEK; THENCE TO KELLY CREEK; THENCE TO BLACK CYPRESS CREEK; THENCE TO PRUITT LAKE; THENCE TO HUGHES LAKE; THENCE TO BLACK CYPRESS CREEK; THENCE TO BLACK CYPRESS BAYOU; THENCE TO BIG CYPRESS CREEK BELOW LAKE O' THE PINES.

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 therefrom.

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.

REVIEVED AND APPROVED THIS 27TH DAY OF AUGUST, 2015.

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

ATTEST:
**ARK-TEX COUNCIL OF GOVERNMENTS**  
**APPLICATION / PROJECT STAFF REVIEW FOR**  
**ENVIRONMENTAL ASSESSMENT**

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<th>Staff Assignment: Paul Prange</th>
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**Applicant:** Pilgrim's Pride Corporation

**Project Description:** Pilgrim's Pride Corporation, which operates a poultry processing and poultry by-product rendering facility, has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0003017000 to authorize an increase in the discharge of treated wastewater at a volume not to exceed a daily average flow of 3,500,000 gallons per day. The facility is located at 664 FM 127 West, Mt. Pleasant, Titus County, Texas. The discharge route is from the plant site to Tankersley Creek; thence to Big Cypress Creek below Lake Bob Sandlin.

**PROJECT/EA REVIEW:**

**Area to be served:** 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 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 TPDES Permit to allow the continued operation of the domestic wastewater treatment facility. This facility serves approximately 3,000 employees in Titus 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 number gallons of treated wastewater that can be discharged into the environment. This facility was originally constructed over 50 years ago and is constantly being upgraded. All of the water being discharged is processing water which passes through particulate filters and is treated before being released into the environment.

**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 produces poultry products which are consumed throughout the nation and furthermore, this facility is essential to the economy of Northeast Texas. 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 permit renewal application by Pilgrim's Pride Corporation.
RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND
COMMENT ON THE PROPOSED RENEWAL OF TEXAS POLLUTANT DISCHARGE
ELIMINATION SYSTEM PERMIT NO. WQ0003017000, BY THE TEXAS COMMISSION ON
ENVIRONMENTAL QUALITY (TCEQ), FOR PILGRIM’S PRIDE CORPORATION IN TITUS
COUNTY, TEXAS TO AUTHORIZE AN INCREASE IN THE DISCHARGE OF TREATED
WASTEWATER AT A VOLUME NOT TO EXCEED A DAILY AVERAGE FLOW OF 3,500,000
GALLONS PER DAY. THE FACILITY IS LOCATED AT 664 FM 127 WEST, MT. PLEASANT IN
TITUS COUNTY, TEXAS. THE DISCHARGE ROUTE IS FROM THE PLANT SITE TO
TANKERSLEY CREEK; THENCE TO BIG CYPRESS CREEK BELOW LAKE BOB SANDLIN.

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 27TH DAY OF AUGUST, 2015.

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

ATTEST:

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

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<th>Project SAI No: TX-R-20150803-002-05</th>
<th>Date Received: 07-27-15</th>
<th>Staff Assignment: Paul Prange</th>
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</table>

Applicant: Turner Industries Group, LLC

**Project Description:** Turner Industries Group, LLC has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0000300000, to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 800,000 gallons per day. The facility is located at 1200 Southwest 19th Street, in the northwest quadrant as defined by the intersection of FM 137 and the Missouri Pacific Railroad, approximately 0.6 miles north of Loop 286 and one mile southwest of the intersection of FM 137 and US Highway 82 in the City of Paris, Lamar County, Texas. Discharge route is to an unnamed tributary; to SCS Reservoir; to an unnamed tributary; to Cottonwood Branch; to Auds Creek; to N. Sulphur R

**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? 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 TPDES Permit to allow the continued operation of this facility. This facility fabricates steel pipe fittings in the City of Paris, 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 number gallons of treated wastewater and storm water that can be discharged into the environment. This facility is in good operational condition. Before being discharged, the water passes through particulate filters and is then piped to a sedimentation pond located at this facility.

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 provides employment for citizens living in or around the City of Paris. 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 permit renewal application by Turner Industries Group, LLC.
RESOLUTION NO. __________

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ00003000000, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR TURNER INDUSTRIES, LLC TO AUTHORIZED THE DISCHARGE OF TREATED WASTEWATER AT A VOLUME NOT TO EXCEED A DAILY AVERAGE FLOW OF 800,000 GALLONS PER DAY. THE FACILITY IS LOCATED AT 1200 SOUTHWEST 19TH STREET, IN THE NORTHWEST QUADRANT AS DEFINED BY THE INTERSECTION OF FM 137 AND THE MISSOURI PACIFIC RAILROAD, APPROXIMATELY 0.6 MILES NORTH OF LOOP 286 AND ONE MILE SOUTHWEST OF THE INTERSECTION OF FM 137 AND US HIGHWAY 82 IN THE CITY OF PARIS, LAMAR COUNTY, TEXAS. DISCHARGE ROUTE IS FROM THE PLANT SITE TO AN UNNAMED TRIBUTARY; THENCE TO SC RESERVOIR, THENCE TO AN UNNAMED TRIBUTARY; THENCE TO COTTONWOOD BRANCH, THENCE TO AUDS CREEK; THENCE TO THE NORTH SULPHUR RIVER.

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 therefrom.

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 27TH DAY OF AUGUST, 2015.

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

ATTEST:

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**Project Description:** Kimberly-Clark Corporation has applied to the TCEQ for renewal of TPDES Permit No. WQ002648000, to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 300,000 gallons per day via Outfall 001 and at an intermittent and flow variable volume via Outfalls 002 and 003. The facility is located at 2466 FM 137, southwest of the intersection of State Hwy Loop 286 and FM 137 in the City of Paris, Lamar County, Texas. Discharge route via Outfalls 001 and 003 flows east from the plant site to the North Sulphur River; and via Outfall 002 flows west, also to the North Sulphur River.

**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?** 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 continued operation of the Kimberly-Clark Plant. The facility provides employment for citizens who live within our region and manufactures disposable diapers and training pants. This facility has been in operation for many years and 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 allow for an increase in the number of gallons of treated wastewater that can be discharged into the environment and the facility is in good operational condition. All treated wastewater passes through particulate filters before being discharged into the environment.

**Do the anticipated accomplishments of the project justify the disruption to the environment?** Yes. This plant produces goods that are purchased by many citizens located in and around our region. The disruption of the environment is minimal compared to the benefits provided.

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

**RECOMMENDED COMMENT:** Staff recommends support of this TPDES Permit renewal by Kimberly-Clark Corporation.
RESOLUTION NO. 

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE RENEWAL OF TPDES PERMIT NO. WQ0002648000 FOR KIMBERLY-CLARK CORPORATION BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY TO AUTHORIZE THE DISCHARGE OF TREATED WASTEWATER AT A VOLUME NOT TO EXCEED A DAILY AVERAGE FLOW OF 300,000 GALLONS PER DAY VIA OUTFALL 001 AND AT AN INTERMITTENT AND FLOW VARIABLE VOLUME VIA OUTFALLS 002 AND 003. THE FACILITY IS LOCATED AT 2466 FM 137, SOUTHWEST OF THE INTERSECTION OF STATE HIGHWAY LOOP 286 AND FM 137 IN THE CITY OF PARIS, LAMAR COUNTY, TEXAS. THE DISCHARGE ROUTE IS FROM THE PLANT SITE VIA OUTFALLS 001 AND 003 TO A DRAINAGE DITCH (EAST); THENCE TO AN UNNAMED TRIBUTARY (EAST); THENCE TO AN UNNAMED RESERVOIR (EAST); THENCE TO AN UNNAMED TRIBUTARY (EAST); THENCE TO COTTONWOOD BRANCH; THENCE TO AUDS CREEK; THENCE TO THE NORTH SULPHUR RIVER; AND VIA OUTFALL 002 TO A DRAINAGE DITCH (WEST); THENCE TO AN UNNAMED TRIBUTARY (WEST); THENCE TO AN UNNAMED RESERVOIR (WEST); THENCE TO THE WEST FORK OF AN UNNAMED TRIBUTARY; THENCE TO COTTONWOOD BRANCH; THENCE TO AUDS CREEK; THENCE TO THE NORTH SULPHUR RIVER.

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 therefrom.

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 27TH DAY OF AUGUST, 2015.

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

ATTEST:
**Project Description:** The City of Talco has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0010869001, to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 125,000 gallons per day. The domestic wastewater treatment facility is located on the north side of FM 71, approximately 1 mile northeast of the City of Talco in Titus County, Texas. Discharge route is from the plant site to an unnamed ditch; thence to Prairie Lake; thence to an unnamed tributary of the Sulphur River; thence to the Sulphur/South Sulphur River.

**PROJECT/EA REVIEW:**

**Area to be served:** Talco, 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 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 TPDES Permit to allow the continued operation of the domestic wastewater treatment facility. This facility serves the needs of the entire population of the City of Talco. 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 number gallons of treated wastewater that can be discharged into the environment. This facility is in good operational condition. Before being discharged, the water passes through particulate filters and is then piped to a sedimentation pond located at this facility.

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 directly serves the needs of all citizens living within the City of Talco. 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 permit renewal application by the City of Talco.
RESOLUTION NO. _________

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0010869001, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR THE CITY OF TALCO, TITUS COUNTY, TEXAS TO AUTHORIZE THE DISCHARGE OF TREATED WASTEWATER AT A VOLUME NOT TO EXCEED A DAILY AVERAGE FLOW OF 125,000 GALLONS PER DAY. THE DOMESTIC WASTEWATER TREATMENT FACILITY IS LOCATED ON THE NORTH SIDE OF FM 71, APPROXIMATELY ONE MILE NORTHEAST OF THE CITY OF TALCO IN TITUS COUNTY, TEXAS. DISCHARGE ROUTE IS FROM THE PLANT SITE TO AN UNNAMED DITCH; THENCE TO PRAIRIE LAKE; THENCE TO AN UNNAMED TRIBUTARY OF THE SULPHUR RIVER; THENCE TO THE SULPHUR/SOUTH SULPHUR RIVER.

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 27TH DAY OF AUGUST, 2015.

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

ATTEST:
Project SAI No: TX-R-20150814-0003-05  Date Received: 08-04-15  Staff Assignment: Paul Prange

Applicant: City of Cooper, Texas

Project Description: The City of Cooper has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0010449001, to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 480,000 gallons per day. The domestic wastewater treatment facility is located at 1501 Southwest First Street, approximately 1,900 feet east south of the City of Cooper in Delta County, Texas. The discharge route is from the plant site to Cannon Creek; hence to Cooper Lake.

PROJECT/EA REVIEW:

Area to be served: City of Cooper, Delta 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 TPDES Permit to allow the continued operation of the domestic wastewater treatment facility. This facility serves the needs of all residents living within the City of Cooper. 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 number gallons of treated wastewater that can be discharged into the environment. This facility is in good operational condition. Before being discharged, the wastewater is chemically treated to reduce harmful bacteria levels and to remove suspended solids.

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 directly serves the needs of all citizens living within the City of Cooper. 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 permit renewal application by the City of Cooper, TX.
RESOLUTION NO. __________

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0010449001, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR THE CITY OF COOPER, DELTA COUNTY, TEXAS TO AUTHORIZE THE DISCHARGE OF TREATED WASTEWATER AT A VOLUME NOT TO EXCEED A DAILY AVERAGE FLOW OF 480,000 GALLONS PER DAY. THE DOMESTIC WASTEWATER TREATMENT FACILITY IS LOCATED AT 1501 SOUTHWEST FIRST STREET, APPROXIMATELY 1,900 FEET SOUTHEAST OF THE INTERSECTION OF FM ROADS 1528 AND 1880 SOUTH OF THE CITY OF COOPER IN DELTA COUNTY, TEXAS. THE DISCHARGE ROUTE IS FROM THE PLANT SITE TO CANNON CREEK; THENCE TO COOPER LAKE.

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 27TH DAY OF AUGUST, 2015.

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

ATTEST:

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Ark-Tex Council of Governments
Application / Project Staff Review for Environmental Assessment

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<th>Date Received: 07-24-15</th>
<th>Staff Assignment: Paul Prange</th>
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</table>

Applicant: The City of Texarkana, Texas

**Project Description:** The City of Texarkana has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0010374007, to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 2,000,000 gallons per day. The domestic wastewater treatment facility is located approximately 2,300 feet west of Spur 151 and 3,300 feet south of State Highway 82 in Bowie County, Texas. The discharge route is from the plant site to an unnamed tributary, thence to Wagner Creek; thence to Days Creek.

**PROJECT/EA REVIEW:**

Area to be served: Texarkana, Bowie 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 TPDES Permit to allow the continued operation of the domestic wastewater treatment facility. This facility serves the needs of the entire population of the City of Texarkana. 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 number gallons of treated wastewater that can be discharged into the environment. This facility was constructed in 1986 and is in good operational condition. Before being discharged, the water passes through particulate filters and is then piped to a sedimentation pond located at this facility.

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 directly serves the needs of all citizens living within the City of Texarkana. 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 permit renewal application by the City of Texarkana.
RESOLUTION NO. ______

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0010374007, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS TO AUTHORIZE THE DISCHARGE OF TREATED WASTEWATER AT A VOLUME NOT TO EXCEED A DAILY AVERAGE FLOW OF 2,000,000 GALLONS PER DAY. THE DOMESTIC WASTEWATER TREATMENT FACILITY IS LOCATED APPROXIMATELY 2,300 FEET WEST OF SPUR 151 AND 3,300 FEET SOUTH OF STATE HIGHWAY 82 IN BOWIE COUNTY, TEXAS. THE DISCHARGE ROUTE IS FROM THE PLANT SITE TO AN UNNAMED TRIBUTARY; THENCE TO WAGNER CREEK; THENCE TO DAYS CREEK.

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 27TH DAY OF AUGUST, 2015.

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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<th>Project SAI No: TX-R-20150814-0001-05</th>
<th>Date Received: 08-13-15</th>
<th>Staff Assignment: Paul Prange</th>
</tr>
</thead>
</table>

**Applicant:** The City of Texarkana, Texas

**Project Description:** The City of Texarkana has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0010374005, to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 18,000,000 gallons per day. The domestic wastewater treatment facility is located at 4,000 South State Line Avenue, Texarkana, in Bowie County, Texas. The discharge route is from the plant site directly to Days Creek.

**PROJECT/EA REVIEW:**

**Area to be served:** Texarkana, Bowie 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 TPDES Permit to allow the continued operation of the domestic wastewater treatment facility. This facility serves the needs of the entire population of the City of Texarkana. 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 number gallons of treated wastewater that can be dischaged into the environment. This facility is in good operational condition. Before being discharged, the water passes through particulate filters and is then piped to sedimentation ponds located at this facility.

**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 directly serves the needs of all citizens living within the City of Texarkana. 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 permit renewal application by the City of Texarkana.
RESOLUTION NO. __________

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0010374005, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR THE CITY OF TEXARKANA, BOWIE COUNTY, TEXAS TO AUTHORIZE THE DISCHARGE OF TREATED WASTEWATER AT A VOLUME NOT TO EXCEED A DAILY AVERAGE FLOW OF 18,000,000 GALLONS PER DAY. THE DOMESTIC WASTEWATER TREATMENT FACILITY IS LOCATED AT 4000 SOUTH STATE LINE AVENUE, TEXARKANA, IN BOWIE COUNTY, TEXAS. THE DISCHARGE ROUTE IS FROM THE PLANT SITE DIRECTLY TO DAYS CREEK.

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 therefrom.

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 27TH DAY OF AUGUST, 2015.

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

ATTEST:
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<th><strong>Project SAI No:</strong> TX-R-20150803-0003-05</th>
<th><strong>Date Received:</strong> 07-30-15</th>
<th><strong>Staff Assignment:</strong> Paul Prange</th>
</tr>
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**Applicant:** Alumax Mill Products, Inc.

**Project Description:** Alumax has applied to the Texas Commission on Environmental Quality (TCEQ) for renewal of Air Quality Permit 9476 which would authorize the continued operation of a secondary aluminum processing facility. The facility is located at 300 Alumax Drive, Texarkana, Bowie County, Texas. The existing facility is authorized to emit the following air contaminants: organic compounds, carbon monoxide, sulfur dioxide, nitrogen oxides, hazardous air pollutants including (but not limited to) lead and hydrogen fluoride, and particulate matter with diameter of 10 and 2.5 microns or less.

**PROJECT/EA REVIEW:**

**Area to be served:** Texarkana, Bowie 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 TPDES Permit to allow the continued operation of Alumax, which is an aluminum production plant. This facility has been in existence for more than 25 years and 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 number gallons of treated wastewater that can be discharged into the environment. The vast majority of the treated wastewater discharged from this site is considered "non-contact" water, which has been passed through cooling towers within the facility. Before being discharged, the water passes through two particulate filters, as well as a carbon filter to remove any contaminants.

**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 previously employed approximately 300 citizens who produce high quality aluminum to be used for a variety of purposes. 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 permit renewal application by the Alumax Mill Products.
RESOLUTION NO. ________

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE RENEWAL OF AIR QUALITY PERMIT NO. 9476 WHICH WOULD AUTHORIZE CONTINUED OPERATION OF A SECONDARY ALUMINUM PRODRESSING PLANT LOCATED AT 300 ALUMAX DRIVE, TEXARKANA, BOWIE COUNTY, TEXAS. THE EXISTING FACILITY IS AUTHORIZED TO EMIT THE FOLLOWING AIR CONTAMINANTS: ORGANIC COMPOUNDS, CARBON MONOXIDE, SULFUR DIOXIDE, NITROGEN OXIDES, HAZARDOUS AIR POLLUTANTS INCLUDING (BUT NOT LIMITED TO) LEAD AND HYDROGEN FLUORIDE, AND PARTICULATE MATTER WITH DIAMETERS OF 10 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 27TH DAY OF AUGUST, 2015.

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

ATTEST:
ARK-TEX COUNCIL OF GOVERNMENTS
APPLICATION / PROJECT STAFF REVIEW FOR
ENVIRONMENTAL ASSESSMENT

| Project SAI No: TX-R-20150814-0002-05 | Date Received: 08-14-15 | Staff Assignment: Paul Prange |

Applicant: JELD-WEN, Inc.

Project Description: JELD-WEN, Inc. has applied to the Texas Commission on Environmental Quality (TCEQ) for renewal of Air Quality Permit Number 21189, which would authorize continued operation the Exterior Door Manufacturing Plant located at 902 North Hillcrest Drive, Sulphur Springs, Hopkins County, Texas. The renewal would authorize emissions of the following air contaminants: organic compounds, nitrogen oxides, carbon monoxide, sulfur dioxide, particulate matter with diameters of 10 and 2.5 microns or less, and hazardous air pollutants.

PROJECT/EA REVIEW:

Area to be served: Sulphur Springs, Hopkins 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 this exterior door manufacturing 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 renewal of this permit will not authorize an increase in the amount of emissions released into the environment. All contaminants are generated indoors and pass through particulate filters before being released. The primary contaminants are related to the production of polystyrene insulation used in the interior of the doors.

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 employs 120 to 150 citizens of our region and has been in operation since 1984. The exterior door components manufactured here are shipped to a facility in Grand Prairie, Texas for final construction. The products are then shipped to retail outlets such as Lowe's, for sale to the general public. 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 permit renewal application by JELD-WEN, Inc.
RESOLUTION NO. 

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE RENEWAL OF AIR QUALITY PERMIT NUMBER 21189, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR JELD-WEN, INC. TO AUTHORIZE THE CONTINUED OPERATION OF THE EXTERIOR DOOR MANUFACTURING PLANT LOCATED AT 902 NORTH HILLCREST DRIVE IN SULPHUR SPRINGS, 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 27TH DAY OF AUGUST, 2015.

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

ATTEST:
ARK-TEX COUNCIL OF GOVERNMENTS
APPLICATION / PROJECT STAFF REVIEW FOR
ENVIRONMENTAL ASSESSMENT

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<th>Project SAI No: TX-R-20150810-0001-05</th>
<th>Date Received: 08-10-15</th>
<th>Staff Assignment: Paul Prange</th>
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Applicant: City of Wake Village MS4

**Project Description:** The City of Wake Village has applied to Texas Commission on Environmental Quality (TCEQ) under the Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR040000 for a new authorization number TXR040596 to discharge from the Wake Village municipal separate storm sewer system (MS4). The MS4 is located in an area within the City of Wake Village limits that is located within the Texarkana urbanized area in Bowie County, Texas. The MS4 will discharge to the drainage area of the Sulphur River Basin.

**PROJECT/EA REVIEW:**

**Area to be served:** City of Wake Village, Bowie 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 made a preliminary decision to approve coverage of this MS4 under TPDES General Permit No. TXR040596.

**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.

**Does the project address a clearly defined need and does the project take into account preservation of the environment?** Yes. There is a clearly defined need for the City of Wake Village to discharge storm water through the MS4 system. All guidelines required by TCEQ to protect the environment are being followed and minimal disruption of the environment is expected.

**Is the project likely to produce any significant adverse effects on the environment?** No. The issuance of this permit by TCEQ will help prevent flood waters from inundating businesses and residences located within the city of Wake Village during periods of excessive rainfall.

**Do the anticipated accomplishments of the project justify the disruption to the environment?** Yes. The citizens who reside and work within the City of Wake Village will benefit from this permit authorization and 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 TPDES General Permit application by the City of Wake Village, TX.
RESOLUTION NO. ______

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE APPLICATION TO THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) UNDER THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) GENERAL PERMIT NO. TXR040596 BY THE CITY OF WAKE VILLAGE, BOWIE COUNTY, TX FOR AUTHORIZATION TO DISCHARGE FROM THE MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) INTO THE DRAINAGE AREA OF THE SULPHUR RIVER BASIN.

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 27th DAY OF AUGUST, 2015.

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

ATTEST:
BRIEFING PAPER – ACTION ITEM

ITEM 8:

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

BACKGROUND

The Board of Directors is required to approve all revisions to the Policies and Procedures Manual. We request to update our manual to reflect revisions in the accrual of sick and annual leaves for part-time employees based on a forced reduction in hours from full-time to part-time status. We also request to correct our part-time hours for pension plan (retirement) benefits in compliance with the IRS, as well as implement a "Privacy Policy" to prohibit secret video or audio taping at the workplace.

DISCUSSION

Currently, our policy manual states that regular part-time employees working less than 30 hours weekly do not earn annual leave or sick leave. As you are aware, we are experiencing a reduction in force (RIF) in our Transportation Program due to a loss of funding. In some instances, we have had to terminate some employees due to the RIF. In other cases, some employees have been forced to go from full-time to part-time (working not to exceed 24 hours a week). According to our policy manual, these employees who were forced to reduce their working hours would not be eligible to accrue any annual or sick leave.

Our policy manual also states that regular part-time employees working 30 or more hours weekly receive pension plan benefits; however, the IRS regulation is that anyone working 1,000 hours per year must be paid retirement benefits. This is equivalent to part-time employees working 20 or more hours weekly.

We also wish to adopt a “Privacy Policy” that will prohibit secretly taping conversations at the workplace, either audio or video. In this era of modern technology, more and more employees are secretly taping conversations with their supervisors or peers, which is lawful in Texas because we are a “one-party” consent state. However, this practice can become a violation of our agency policies with an approved “Privacy Policy” prohibiting this action that is adopted by the Board. Not only does ATCOG wish to promote open and honest communications at the workplace, but we also want to prevent any violations of HIPAA and/or client confidentiality laws within our programs that might arise as a result of secret recordings.

In order to correct our manual, we are proposing the following revisions:

Section 3.21, Privacy Policy. We propose to add this new policy that will prohibit secret taping of conversations, but will allow recording of a conversation for a true business need as long as prior consent is received of all parties to the conversation.

Section 6.03, Annual Leave Accrual. We propose to add the wording, “see Section 13.03 for exception to this policy” in #5.
Section 6.08, Sick Leave Accrual. We propose to add the wording, “see Section 13.03 for exception to this policy” in the first paragraph.

Section 7.04, Pension Plan. We propose to change the first sentence from “...regular part-time employees working 30 or more hours weekly” to “…regular part-time employees working 20 or more hours weekly,” in order to comply with the IRS.

Section 13.03, Reduction in Force. We propose to add the wording, “In the event a RIF occurs that necessitates a forced reduction in hours for employees from full-time to part-time, those part-time employees will remain eligible to accrue sick and annual leave on a pro-rated basis dependent upon the hours they work. They will also receive retirement benefits as long as they work an average of 20 or more hours weekly.”

If approved, all of the revised pages will replace the current pages in the Policies and Procedures Manual and will be furnished to all employees (pages attached).

RECOMMENDATION

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

Attachment – 5 pages
a. and/or sexual harassment, discrimination, retaliation, or other unacceptable actions will not be tolerated.

b. Employees are responsible for any and all posts on their personal profile whether posted by the employee or someone else. Regardless of privacy settings, anything posted on a social site can be made public by a “friend.”

1. At all times employees will be held accountable for their social media activities even when using personal time for such activities. Violations of this policy may result in disciplinary action, up to and including termination.

3.21 PRIVACY POLICY

In order to promote open and honest communications in the workplace, it is the policy of ATCOG that secret tape recordings of conversations are prohibited. This policy will preserve the integrity of agency operations and prevent any disruptions that might arise by the absence of open communications within the workplace, as well as prevent violations of any Health Insurance Portability and Accountability Act (HIPAA) and/or client confidentiality laws within our programs.

1. Prohibited secret recordings include video recording, audio recording, and the use of electronic devices, including cell phones.

2. Any employee who wishes to record a conversation for a legitimate business need must receive prior consent of all parties to the conversation.

3. Any employee who secretly records conversations at work is in violation of ATCOG policy.

Violations of this policy will result in disciplinary action, up to and including immediate termination.

(Rev. 8/27/2015)

3.22 VALID DRIVER’S LICENSE

1. Employees who operate their own personal vehicle on ATCOG business shall maintain a safe driving record and shall possess a valid motor vehicle operator’s license necessary for legal operation of that vehicle in the State of Texas. Employees shall keep their supervisors informed of any change of status in their license. Failure to maintain a safe driving record may result in disciplinary action, up to and including termination. An individual with a disability who may have a personal driver must assure that the driver meets the same valid motor vehicle operator’s license requirements as ATCOG employees if and when being driven by a personal driver on ATCOG business.
b. During service years six (6) through nine (9), employees earn twelve and one-half (12 ½) days (100 hours) annual leave per year at the rate of 3.85 hours per pay period. Employees may accrue a maximum total of twelve and one-half (12 ½) days without loss of benefits.

c. During service years ten (10) until separation or retirement from ATCOG employees accrue fifteen (15) days (120 hours) annual leave per year at the rate of 4.62 hours per pay period. Employees may accrue a maximum total of fifteen (15) days without loss of benefits.

4. Regular part-time employees working 30 or more hours weekly earn annual leave in the proportion the employee’s work time bears to pay period hours, with the same restrictions during the probationary period.

5. Temporary employees (full-time or part-time) or regular part-time employees working less than 30 hours weekly do not earn annual leave (see Section 13.03 for exception to this policy).

(Rev. 8/27/2015)

6.04 ACCUMULATION OF ANNUAL LEAVE

Annual leave is credited to an employee’s account on the last day of each pay period and is not available for use until the beginning of the next pay period. Annual leave not used by regular employees during the service year in which it accrues is available for use in the succeeding year up to the maximum allowable accumulation as stated in Section 6.03, paragraphs 3. a, b, and c. Employees are encouraged to use their accrued annual leave each year. The maximum allowable accumulation of unused annual leave is the number of days that the employee would accumulate within one service year at his current accrual rate. Under no circumstances will an employee earn more than the maximum allowable leave. Pay in lieu of annual leave is not permitted other than upon separation.

6.05 PAYMENT UPON SEPARATION

When an employee leaves the employment of ATCOG, he will be paid for accrued but unused annual leave not to exceed the maximum amount he normally would accrue as stated in Section 6.03, paragraphs 3. a, b, and c. The rate of pay will be determined by the employee’s wage rate in effect at the time of termination.

6.06 SCHEDULING ANNUAL LEAVE

Supervisors should encourage their employees to schedule annual leave and request leave well in advance. All annual leave schedules must accommodate ATCOG’s work schedule. Provided departmental workloads will permit, employees should be allowed to select their desired leave periods. If there is a conflict in leave schedules involving two or more employees, employees are granted their preference on a “first come, first served” basis. If two requests are received at approximately the same time and cover the same requested vacation period, the employees will be granted their preference in accordance with their
seniority. If the desired leave schedules conflict with ATCOG requirements, ATCOG requirements will be given first consideration.

6.07 SICK LEAVE

Sick leave is a benefit that should be used wisely and not abused. An employee with accrued sick leave may use it if the employee is absent from work due to:

1. Personal illness or physical or mental incapacity;
2. Medical, dental, or optical examinations or treatments;
3. Medical quarantine resulting from exposure to a contagious disease; or
4. Illness of a member of the employee's family who requires the employee's personal care and attention. Family member means the following relatives of the employee: Spouse, and parents thereof; children, including adopted children and spouses thereof; grandchildren; parents; brothers and sisters, and spouses thereof; and any human individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

(Rev. 12/11/2014)

6.08 SICK LEAVE ACCRUAL

Regular full-time employees are entitled to accrue nine (9) days of paid sick leave per year (or the proportional amount for regular part-time employees who work 30 or more hours weekly). Temporary employees (full-time or part-time) or regular part-time employees working less than 30 hours weekly do not earn sick leave (see Section 13.03 for exception to this policy).

(Rev. 8/27/2015)

Sick leave is credited to an employee's account on the last day of each payroll period and is not available for use until the beginning of the next payroll period. At the time an employee's sick leave balance reaches maximum accrual (480 hours), the employee will not accrue any further sick leave nor will the employee be compensated for any excess. NOTE: The maximum 480 hours is equivalent to 12 weeks of sick leave, which is the amount allowed by law under the Family and Medical Leave Act.

(Rev. 12/11/2014)

6.09 USE OF SICK LEAVE

Accrued sick leave can be used by regular full-time or eligible regular part-time employees from date of hire.

1. Approval of sick leave for non-emergency medical, dental, or optical appointments must be secured in advance. In all other instances, the employee must notify his or her supervisor within 30 minutes after the beginning of the scheduled work time on the first day of absence, unless emergency conditions exist. Employees are not allowed to leave a message on the switchboard in lieu of speaking to their supervisor unless the supervisor is in leave status that day. The employee, or a family
7.00 EMPLOYEE BENEFITS

7.01 GROUP INSURANCE - GENERAL

All regular full-time ATCOG employees and regular part-time ATCOG employees working 30 or more hours weekly are eligible for medical, dental, and life insurance. Upon employment, each eligible employee who elects insurance coverage will be given summaries of coverage and will have access to our health carrier web site containing information about ATCOG’s group insurance programs. Based on annual Board approval, the following coverage will be provided by ATCOG, at a minimal cost if applicable, to the employee as long as the employer/employee relationship exists.

1. **Group Medical.** Hospitalization medical insurance will be provided and subject to the terms and conditions, including deductibles and co-payments, as defined by the master policy.

2. **Group Dental.** Dental insurance will be provided to ATCOG employees subject to the terms and conditions, including deductibles and co-payments, as defined by the master policy.

3. **Group Life.** Term Life insurance will be provided to ATCOG employees in an amount equal to one (1) times the employee’s annual wages and subject to the terms and conditions as defined by the master policy.

7.02 GROUP INSURANCE - DEPENDENT COVERAGE

Employees may elect to cover eligible dependents with the above listed group insurance. Employees are required to pay the full premium for dependent insurance through payroll deduction. One-half of the premium is deducted from the employee’s pay each pay period. Dependent insurance coverage is subject to the terms and conditions contained in the master policy documents that may be reviewed in the Human Resources Office.

7.03 GROUP INSURANCE - ELIGIBILITY

Eligibility is subject to the terms and conditions contained in master policy documents that may be reviewed in the Human Resources Office.

7.04 PENSION PLAN

1. **MONEY PURCHASE PENSION PLAN.** ATCOG has established the ATCOG Money Market Pension Plan for the benefit of its regular full-time employees and regular part-time employees working 40 20 or more hours weekly. ATCOG contributes all funds into the plan. However, employees designate the percent of the ATCOG-contributed amounts to one or more of the fourteen (14) funds of the fund group that were approved by the Pension Plan Trustees and the Board of Directors. Employees become 100% vested after 6 years of employment, with gradual vesting starting at 20% after 2 years, 40% after 3 years, 60% after 4 years, and 80% after 5 years. Once an employee ceases employment, regardless of reason, he then becomes eligible to withdraw 100% of the vested portion of funds based in his account(s). The master
13.00 SEPARATIONS

13.01 TYPES OF SEPARATIONS

All separations of employees are designated as one of the following types:

- Resignation;
- Reduction in Force;
- Termination;
- Retirement;
- Disability; or
- Death.

13.02 RESIGNATION

ATCOG is an at-will employer and as such employees are not required to provide advanced notice of intent to resign. However, ATCOG requests that an employee who intends to resign provide his supervisor with 10 working days’ advance notice of the resignation. The supervisor shall immediately notify the Human Resources Office.

13.03 REDUCTION IN FORCE

An employee may be separated when his or her position is abolished, or when there is either a lack of funds or a lack of appropriate work. When reductions in force (RIFs) are necessary, decisions on individual separations will be made after considering (1) the relative necessity of each position to the organization, (2) the performance record of each employee, (3) transferability of the employee’s skills to remaining positions with the ATCOG, and (4) the employee’s length of service with the ATCOG.

In the event a RIF occurs that necessitates a forced reduction in hours for employees from full-time to part-time, those part-time employees will remain eligible to accrue sick and annual leave on a pro-rated basis dependent upon the hours they work. They will also receive retirement benefits as long as they work an average of 20 or more hours weekly.

(Rev 8/27/2015)

13.04 TERMINATION

All employees are employed at will and, within the limits of state and federal law applying to public employment, may at any time during their employment, be terminated with or without notice, for any lawful reason or for no reason.

13.05 RETIREMENT

An employee may decide to separate employment for the purpose of retiring from the workforce. Employees shall notify the supervisor or Human Resources office of their intent to retire as soon as possible (See Exception 13.08c). Upon
KEEPING THE WARMTH AGREEMENT

This Keeping the Warmth Agreement ("Agreement") including exhibit (A) is made and entered into as of the ____ day of ____ 20__, ("Effective Date") by and between Atmos Energy Corporation, a Texas and Virginia corporation ("Atmos Energy Energy") and ____________, a ________________ ("Agency").

BACKGROUND:

Atmos Energy and Agency recognize the need for providing charitable assistance to persons in financial distress to reduce energy related costs by installing weatherization measures improving energy efficiencies in the home.

Atmos Energy has developed the low-income Keeping the Warmth Program ("KTW") to help meet that need and to be utilized as a supplement to government and community aid programs designed to assist persons in financial distress weatherize their homes.

Agency is organized, inter alia, to provide charitable assistance to persons in financial distress, and Agency recognizes that Keeping the Warmth is a program for providing charitable weatherization assistance to individuals.

Atmos Energy will act merely as a conduit for contributions made by others so that Agency and such other nonprofit charitable organizations can use and apply such contributions for the charitable purposes of the Keeping the Warmth Program.

AGREEMENT:

In consideration of the mutual covenants hereinafter set forth, Atmos Energy and Agency hereby agree as follows:

1. Keeping the Warmth

Agency acknowledges that Atmos Energy has established Keeping the Warmth and that said program is funded by contributions from Atmos Energy shareholders and its customers. Agency further acknowledges that the policies and procedures governing the collection and the disbursement of the funds contributed to Keeping the Warmth (KTW) shall be established and may be modified by Atmos Energy from time to time, provided that Keeping the Warmth Funds shall always be disbursed to one or more Agencies, and shall never be retained by Atmos Energy for any other purpose and must be used solely for Atmos Energy customers.
2. Funds

Any Keeping the Warmth Funds obtained by Atmos Energy are deemed to be collected on behalf of one or more Agencies for the purposes described above. Atmos Energy will act merely as a conduit for monies collected so that Agency and such other nonprofit charitable organizations can use and apply such funds for the charitable purposes of the Keeping the Warmth Program.

3. Fund Guidelines

The Agency shall have the sole right to determine who receives the Keeping the Warmth Funds (such person being a "Beneficiary") subject, however, to the following conditions and restrictions:

3.1 KTW partner agencies and/or associated contractors are prohibited from using KTW funds for personal properties.

3.2 Agency is required to process all Keeping the Warmth invoices and all other required information for payment using the MAACLINK web based software.

3.3 A Beneficiary is eligible to receive a maximum of $1,500.00 in Keeping the Warmth assistance per 12 month program year.

3.4 Although a Beneficiary does not have to meet federal low-income WAP guidelines in order to be eligible to receive Keeping the Warmth Funds, such Beneficiary shall be a person experiencing higher than average energy burden and financial hardship that limit their ability to make weatherization improvements to their primary residence.

3.5 A Beneficiary must be the named person or full-time resident on the Atmos Energy gas account for which weatherization assistance is being requested.

3.6 Keeping the Warmth Funds may only be used for energy efficient weatherization of the customer’s primary residence and include such items as:

3.6.1 Natural Gas Piping – inside home repair
3.6.2 Customer owned natural gas yard line repair
3.6.3 Natural gas water heater replacement
3.6.4 Natural gas main heating source replacement
3.6.5 Insulation – Attic and Walls
3.6.6 Natural Gas water heater insulation blanket
3.6.7 Duct sealing, caulking, weather-stripping, wall outlet insulation covers, and aerators.

4 Keeping the Warmth Report

4.1 In the event Atmos Energy ceases to use the MAACLINK Web-based program for any reason, Agency agrees to complete a Keeping the Warmth Report in the form and
content provided by Atmos Energy (the “Keeping the Warmth Report”) for each month during the term of this Agreement. The Keeping the Warmth Report shall be sent to Atmos Energy no later than the tenth (10th) day of the month following the month for which the report was prepared. Atmos Energy may from time to time amend the form, content and information requested in the Keeping the Warmth Report by providing thirty (30) day advance written notice to Agency. The monthly report is not required during periods when Agency does not have Keeping the Warmth Funds available to disburse to Beneficiaries.

5 Right to Audit

Atmos Energy and its designated agents, representatives, accountants and attorneys shall have full access, at all reasonable times, to the properties, books and records of Agency for examination of Agency’s administration of Keeping the Warmth Funds and compliance with Section 7 below; provided however, this Section shall not be interpreted as granting Atmos Energy the right to control how Agency determines which Beneficiaries will be entitled to receive Keeping the Warmth Funds or how Agency governs its day to day business.

6 Compliance with Codes

Agency represents and warrants that either:

6.1 It is a state, county, municipal agency who provides on a consistence basis weatherization assistance: or

6.2 it is and shall continue to be during the term of this Agreement an organization described in Section 501(c)(3) of the Internal Revenue Code and it Regulations as they now exist or as they may be amended from time to time (the “Code”), is exempt from federal income taxes under Section 501(a) of the Code, and contributions to Agency are deductible from federal income taxes of the donor, within limits and guidelines of Section 170 of the Code. Agency covenants and agrees that it will take no action or omit to perform any act that will prejudice its status under said provisions of the Code.

Agency will immediately notify Atmos Energy if at any time during the term of this Agreement any of the representations made in this Section cease to be true.

7 Non-exclusive Agreement

Agency acknowledges that Atmos Energy may enter into one or more agreements with other charitable organizations, including charitable organization located within Agency’s service area, pursuant to which such organization will be eligible to participate in Keeping the Warmth.

8 Term and Termination

The term of this Agreement is for one program year beginning July 1st and ending on June 30th and becomes effective as of the date Atmos Energy and Agency executes the agreement. This Agreement shall automatically renew for successive one year periods. Either
Agency or Atmos Energy may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party.

9 Miscellaneous

9.1 Governing Law. This Agreement will be governed by the laws of the State of Texas without regard to conflicts of laws principles.

9.2 Waiver. The rights and remedies of the parties to this Agreement are cumulative and not alternative. Neither the failure nor any delay by either party in exercising any right, power or privilege under this Agreement will operate as a waiver of such right, power or privilege. No single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege. To the maximum extent permitted by applicable law, (a) no claim or right arising out of this Agreement can be discharged by one party, in whole or in part, by a waiver or renunciation of the claim or right unless in writing signed by the other party; (b) no waiver that may be given by a party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on one party will be deemed to be a waiver of any obligation of such party or of the right of the party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

9.3 Binding Effect; Delegation of Duties Prohibited. This Agreement inures to the benefit of, and is binding upon, the parties hereto and their respective successors, assigns, heirs and legal representatives, including any entity with which the Atmos Energy may merge or consolidate or to which all or substantially all of its assets may be transferred. The duties and covenants of the Agency under this Agreement, being personal, may not be delegated.

9.4 Notices. Whenever it is provided in this Agreement that any notice, demand, request, consent, approval, declaration or other communication be given to or served upon any of the parties by another, such notice, demand, request, consent, approval, declaration or other communication will be in writing and will be deemed to have been duly given (i) when received if personally delivered, (ii) when transmitted if transmitted by telecopy (except that telexcopies transmitted after 5:00 p.m. in the recipient's time zone will be deemed delivered the next business day), electronic or digital transmission method, (iii) the business day after it is sent, if sent for next business day delivery to a domestic address by a nationally recognized overnight delivery service (i.e. Federal Express) and (iv) three business days after it is sent, if sent by certified or registered mail, return receipt requested. In each case notice will be sent to:

If to Atmos Energy:
Atmos Energy Corporation
Attn: Keeping the Warmth Program
P.O. Box 650205
Dallas, TX 75265-0205
or at such other address as the intended recipient will from time to time designate by written notice delivered in accordance herewith.

9.5 **Entire Agreement; Amendments.** This Agreement contains the entire agreement between the parties with respect to subject matter hereof and supersedes all prior agreements and understandings, oral or written, between the parties hereto with respect to the subject matter hereof. This Agreement may not be amended orally, but only by an agreement in writing signed by each of the parties hereto.

9.6 **Section Headings and Construction.** The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" refer to the corresponding Section of this Agreement unless otherwise specified. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

9.7 **Severability.** If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

9.8 **Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

9.9 **Replacement of Existing Agreement.** This Agreement replaces the entire Keeping the Warmth Agreement entered into by the parties.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date above first written above.

ATMOS ENERGY CORPORATION (INSERT HELP AGENCY NAME HERE)
a Texas and Virginia corporation a 501-C3 organization

__________________________  __________________________
Energy Assistance Program Manager  Executive Director
Exhibit A
Schedule of Payment to Administer the
Keeping the Warmth (KTW) Program

In consideration for the strict adherence to the terms and conditions of the Agreement and subject to the Agency performance of the work set forth in the Agreement, to the satisfaction of Atmos Energy Corporation's authorized representative, Atmos Energy agrees to compensate the Agency in the following manner.

Quarterly, Agency will receive form Mid-America Assistance Coalition (MAAC) five (5) percent of the quarterly amount spent of KTW funds for low-income weatherization.
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<th>Number of Customers</th>
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<th>Number of Agents</th>
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**Total Cost for All Locations: $63,000.00**

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**Total Cost for All Locations: $22,500.00**

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**Total Cost for All Locations: $60,000.00**
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The table above represents the allocation of funds to different counties based on the number of customers and the elected official agency. The funds are allocated for various purposes, and the total allocation is highlighted in the last column.
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<tr>
<th>County</th>
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Total: $58,500.00
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*Note: The data represents various counties and their respective FIPS, Zone, Elevation, and Management (MGR) types.*
DECISION REGARDING WHETHER TO ACCEPT OR DECLINE
PY 2015 COMMUNITY & ECONOMIC DEVELOPMENT ASSISTANCE FUNDS
(CEDAF) VENDOR CONTRACT
FOR ONLY TXCDBG-ASSOCIATED TECHNICAL ASSISTANCE ACTIVITIES NOT RELATED
TO A SPECIFIC TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (TXCDBG)
PROJECT
IN NON-ENTITLEMENT LOCALITIES

Place an “X” on the appropriate space and sign the form below. Please scan and email
(joe.midura@texasagriculture.gov) your decision before Friday, August 7, 2015.

The Ark-Tex Council of Governments (ATCOG) intends to complete applications and administer
Texas Community Development Block Grant Program (TxCDBG) grants on behalf of its regional
localities during State Fiscal Year 2016... during the period 9/1/2015 through 8/31/2016, inclusive. As
such an administrator of specific TxCDBG contracts, the Ark-Tex Council of Governments (ATCOG) is
prohibited by HUD from using CEDAF monies toward any specific TxCDBG contracts or any TxCDBG
application-related scoring functions...

The Ark-Tex Council of Governments (ATCOG):

_____ ACCEPTS the proposed PY 2015 CEDAF technical assistance setaside vendor contract
agreement for the amount $5,103 to support the TxCDBG technical assistance needs.

_____ DECLINES the proposed PY 2015 CEDAF technical assistance setaside vendor contract
agreement for the amount $5,103 to support the TxCDBG technical assistance needs.

Printed Name and Title _____________________________________________________________

Signed ____________________________________________

Chris Brown, Executive Director          DATE
Ark-Tex Council of Governments (ATCOG)
Contract for 9-1-1 Service

Article 1. Parties and Purposes

1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 service throughout the state, and Ark-Tex Council of Governments ("RPC") is charged with the responsibility to provide 9-1-1 service in its region. Providing 9-1-1 service requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.

1.2 Health and Safety Code Section 771.078 requires the Commission and the RPC to contract for the provision of 9-1-1 service. Per the statute and Commission Rule 251.12, Contracts for 9-1-1 Service, a contract must provide for:

(a) the reporting of financial information regarding administrative expenses by regional planning commissions in accordance with generally accepted accounting principles;

(b) the reporting of information regarding the current performance, efficiency, and degree of implementation of emergency communications services in each regional planning commission's service area;

(c) the collection of efficiency data on the operation of 9-1-1 answering points;

(d) standards for the use of answering points and the creation of new answering points;

(e) quarterly disbursements of money due under the Contract, except as provided by Subdivision (f);

(f) the Commission to withhold disbursement to a regional planning commission that does not follow a standard imposed by the Contract, a Commission rule, or a statute; and

(g) a means for the Commission to give an advance on a quarterly distribution under the Contract to a regional planning commission that has a financial emergency.

1.3 The Commission and the RPC enter into this Contract for 9-1-1 Service ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

Article 2. Compliance with Applicable Law

2.1 The RPC shall comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.

2.2 Applicable law, as defined in the prior section, includes but is not limited to Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code Chapter 783 (Uniform Grant and
Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I), Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), Chapter 2260 (Resolution of Certain Contract Claims Against the State), and Chapter 771 (Interlocal Cooperation Act); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).

2.3 The RPC shall repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, “9-1-1 funds”) expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1 herein.

2.4 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC for failing to follow a standard imposed by this Contract or applicable law.

2.5 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with applicable law, including specifically the requirements in UGMS, Subpart C – Post Award Requirements, Section .20 – Standards for Financial Management Systems – which requires recipients of state funds to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Article 3. Monitoring Compliance

3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC agrees to cooperate fully with such monitoring.

3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

Article 4. Standard Interlocal Agreement with Local Governments

4.1 The RPC shall use interlocal agreements between itself and its local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum, provide for compliance with applicable law by including provisions that:
the RPC will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate;

(b) the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law;

(c) the local governments shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;

(d) reimbursement of 9-1-1 funds under subsection (c) shall be made by the local government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;

(e) address the RPC's ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service ("9-1-1 equipment");

(f) require the RPC to maintain a current inventory of all 9-1-1 equipment;

(g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;

(h) require reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;

(i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC's current approved Strategic Plan;

(j) the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform activities related to the agreements;

(k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and

(l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the RPC by the Commission or if legally available 9-1-1 funds are exhausted, then the RPC will not be obligated to provide the reimbursements contemplated by this Contract.

Article 5. Competitive Procurement and Contract Administration

5.1 The RPC may purchase goods or a service only if the RPC complies with the same provisions for purchasing goods or a service that are equivalent to the provisions
applying to a local government, including Local Government Code Chapter 252, Purchasing and Contracting Authority of Municipalities.

5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, PSAPs, and others paid from 9-1-1 funds.

5.3 The RPC shall implement and/or maintain a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

5.4 The RPC shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

**Article 6. Allocation and Use of 9-1-1 Funds**

6.1 In accordance with applicable law, the Commission shall allocate 9-1-1 funds appropriated to the Commission to the RPC solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the RPC is in substantial noncompliance with any applicable law or provision of this Contract. The RPC shall utilize the money allocated only for providing 9-1-1 service within the RPC’s jurisdiction.

6.2 None of the 9-1-1 funds appropriated to the Commission and allocated to the RPC may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.

6.3 The RPC shall assist the Commission in creating a comprehensive statewide 10-year equipment replacement schedule for submittal to the Legislative Budget Board no later than November 1st of each calendar year.

6.4 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the RPC may be used by the RPC for indirect costs. In this subsection, “indirect costs” means costs that are not directly attributable to a single action of the RPC. (Note: In administering this subsection, the Office of the Comptroller is required to use Federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)

6.5 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in its region or of an amount of money allocated to the RPC in accordance with Health & Safety Code Section 771.078 and this Contract.
Article 7. 9-1-1 Funds Distribution

7.1 Per Health and Safety Code Section 771.078(c), the Commission will make quarterly distributions due under this Contract to the RPC. The initial quarterly distribution, made in accordance with PPS 001: Regional Program Start Up Funding by September 30 of each fiscal year.

7.2 If the RPC's quarterly distribution is depleted before the end of a fiscal quarter, a financial emergency funding request may be submitted by the RPC to the Commission (see Article 8. RPC Emergency Funding).

7.3 Notwithstanding initial Start Up Funding, reimbursement of expenditures reported by the RPC shall be made on a fiscal quarter basis in accordance with PPS 004: Reimbursement of Program Expenditures.

7.4 Per PPS 014: Asset Inventory Reporting and PPS 017: Certification of Interlocal Agreements, the Commission will not disburse any funds under this Contract prior to the receipt of (1) annual submission of the certification of assets and report on the disposition of equipment; and (2) annual certification of interlocal agreements, respectively.

7.5 Any remaining 9-1-1 funds provided by the Commission to the RPC from the prior fiscal year, ending on August 31st, shall be returned to the Commission no later than October 30th of the current fiscal year.

Article 8. RPC Emergency 9-1-1 Funding

8.1 Notwithstanding the requirements in Article 7, the Commission may distribute, in accordance with Commission PPS 005: Emergency Funding, allocated 9-1-1 funds to the RPC upon demonstration that a financial emergency exists that will compromise the provision of 9-1-1 service or impact public safety.

8.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC's approved strategic plan; and that, without the disbursement of the additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.

8.3 Emergency 9-1-1 funds may be disbursed based upon the documented expenditures creating the need. The provision of emergency 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation provided by the RPC.

8.4 The Commission will review the request for compliance with the current approved strategic plan and applicable law. Upon approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.
Article 9. Strategic Planning

9.1 In accordance with applicable law, the RPC shall develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered. The RPC's Commission-approved strategic plan, as amended, is incorporated in its entirety herein by reference only.

9.2 The RPC must update its strategic plan at least once during each state fiscal biennium, and must include the following:
   (a) a description of how money allocated to the region is to be allocated throughout the region served by the RPC;
   (b) projected financial operating information for the two state fiscal years following the submission of the plan;
   (c) strategic planning information for the five state fiscal years following submission of the plan; and
   (d) a Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.

9.3 The RPC shall submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056, Commission Rule 251.1, Regional Strategic Plans for 9-1-1 Service, PPS 033: Regional Planning Commission Strategic Planning, and PPS 008: Plan Amendments. The Commission, consistent with applicable law, shall consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.

9.4 The Commission shall notify the RPC of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.

9.5 If the strategic plan or amendment thereto is approved, the Commission shall allocate 9-1-1 funds to the RPC in accordance with the terms of this Contract and applicable law.

9.6 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations executed by the parties is incorporated herein as Attachment A Method of Finance, Recipient 9-1-1 Costs Summary (the “MOF”), as revised and re-executed as a result of approved amendments to RPC's strategic plan.

Article 10. Reporting Requirements

10.1 Per Health and Safety Code Section 771.078(c), the RPC shall submit financial and performance reports regarding 9-1-1 service and administration to the Commission. The RPC shall report information in accordance with applicable law,
Commission rules, and PPS'. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year:

(a) financial information regarding administrative and program expenses per PPS .004: Reimbursement of Program Expenditures and PPS .006: Financial Expenditure Reporting; and,

(b) information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC per PPS 013: Quarterly Performance Reporting.

10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the PSAPs within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law per PPS 013: Quarterly Performance Reporting.

Article 11. Use and Creation of Public Safety Answering Points

11.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, Regional Strategic Plans for 9-1-1 Service, for the use of PSAPs and the creation of PSAPs per PPS 026: Adding a Public Safety Answering Point.

Article 12. Dispute Resolution

12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, shall be used by the Commission and the RPC to attempt to resolve disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, or this Contract.

12.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 12, until they have exhausted the procedures set out in this Article 12.

12.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

12.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH) per Government Code Chapter 2009.

12.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties.
described in Article 12.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.

12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.

12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.

12.8 Nothing in this Article 12 shall be considered as a waiver of sovereign immunity.


13.1 The RPC shall work with the Commission and local governments to develop, maintain and regularly monitor the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes in accordance with PPS 013: Quarterly Performance Reporting; and PPS 031: Local Monitoring.

13.2 When the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service, by the RPC or the local governments in their areas, the RPC shall notify the Commission promptly so that all parties may address the need in a timely manner.

13.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of UGMS and the Texas Single Audit Circular, as established by the Office of the Comptroller (Title 34, Part 1, Chapter 20, Subchapter I, Rule 20.432) pursuant to Government Code Chapter 783. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment.

13.4 The RPC recognizes the right of the State Auditor’s Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by applicable law. Such an audit or review is considered separate and apart from audits required by UGMS.

13.5 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.

13.6 In the event of any conflict between any provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy shall take precedence.

13.7 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the Commission relating to the subject matter of the Contract, and supersedes any prior or contemporaneous representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.
13.8 Any alterations, additions, or deletions to the terms of this Contract, except as provided via an approved amendment to the RPC’s strategic plan, shall be made by amendment hereto in writing and executed by both parties to this Contract.

13.9 This Contract takes effect on September 1, 2015, and shall terminate on August 31, 2017.

AGREED TO:

[Signature]
Kelli Merriweather
Executive Director
Texas Commission on State Emergency Communications
333 Guadalupe, Suite 2-212
Austin, Texas 78701-3942

[Signature]
Chris Brown
Executive Director
Ark-Tex Council of Governments
P.O. Box 5307
Texarkana, TX 75505-5307

Date
Ark-Tex Council of Governments
Interlocal Agreement for E9-1-1
Service and PSAP Equipment
for
Delta County, Texas

Ark-Tex
Council of Governments

P. O. Box 5307
4808 Elizabeth St.
Texarkana, Texas 75505
903-832-8636 (Voice)
903-832-3441 (Fax)
ARK-TEX COUNCIL OF GOVERNMENTS
INTERLOCAL AGREEMENT FOR E9-1-1 PUBLIC SAFETY
ANSWERING POINT SERVICES AND PSAP EQUIPMENT

Article 1: Parties & Purpose

1.1 The Ark-Tex Council of Governments (RPC) is a regional planning commission and political subdivision of the State of Texas organized and operating under the Texas Regional Planning Act of 1965, as amended, Chapter 391 of the Local Government Code. The RPC has developed a Strategic Plan to establish and operate 9-1-1 service (Strategic Plan) in State Planning Region 6 (Region), and the Commission on State Emergency Communications (Commission) has approved its current Strategic Plan.

1.2 Delta County, Texas (Local Government) is a local government that operates Public Safety Answering Points (PSAP) that assist in implementing the Strategic Plan as approved by the Commission.

1.3 The Commission, as authorized by Health & Safety Code, Chapter 771, is the oversight and funding authority for regional planning commissions implementing 9-1-1 service.

1.4 The Contract for 9-1-1 Services between the Commission and the RPC requires the RPC to execute interlocal agreements with local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of wireline and wireless 9-1-1 fees and equalization surcharge appropriated to the Commission and granted to the RPC (9-1-1 Funds) and adherence to Applicable Law.

Article 2: Applicable Law

2.1 Applicable law, as defined in the prior section, includes; but is not limited to, Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General Appropriations Act; Texas Government Code Chapter 783 (Uniform Grant and Contract Management, including Uniform Grant Management Standards [UGMS] Title 34, Part 1, Chapter 20, Subchapter I), Chapter 441, Subchapter J (Preservation and Management of Local Government Records Act), and Chapter 2260 (Resolution of Certain Contract Claims Against the State); and Texas Local Government Code Chapter 391 (Regional Planning Commissions).

2.2 Any new or amended policy or procedure, other than an adopted rule, shall be enforceable against the Local Government 30 days following the date of its adoption unless the RPC finds and declares that an emergency exists which requires that such policy or procedure be enforceable immediately. The RPC shall provide the Local Government written notice of all new or amended policies, procedures or interpretations of Commission rules within a reasonable time after adoption, and in any event at least 10
days prior to the time such policies or procedures are enforceable against the Local Government.

Article 3: Deliverables

3.1 The Local Government agrees to:

3.1.1 Operate and maintain at least one Public Safety Answering Point at the Delta County Sheriff's Office, 200 W. Bonham, Cooper, Texas 75432.

3.1.2 Provide 9-1-1 public safety answering service 24 hours per day, seven days per week; and

3.1.3 Cooperate with the RPC in providing and maintaining suitable PSAP space meeting all technical requirements.

3.2 Ownership, Transference & Disposition of Equipment

3.2.1 The RPC and the Local Government shall comply with Applicable Law, in regards to the ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 Funds in connection with the provision of 9-1-1 service (9-1-1 equipment).

3.2.2 The RPC shall establish ownership of all 9-1-1 equipment located within the Local Government's jurisdiction. The RPC may maintain ownership, or it may agree to transfer ownership to the Local Government according to established policy.

3.2.3 The Local Government shall ensure that sufficient controls and security exist by which to protect and safeguard the 9-1-1 equipment against loss, damage or theft.

3.2.4 Ownership and transfer-of-ownership documents shall be prepared by the RPC and signed by both parties upon establishing ownership or transference of ownership of any such 9-1-1 equipment in accordance with UGMS and the State Comptroller of Public Accounts. Sample forms are provided as Attachments A and B to this Agreement.

3.2.5 Replacement insurance on 9-1-1 equipment shall be purchased and maintained by the RPC and proof of insurance shall be provided upon request.

3.2.6 The RPC and/or the Commission shall be reimbursed by the Local Government for any damage to 9-1-1 equipment other than ordinary wear and tear.
3.3 Inventory

3.3.1 The RPC shall maintain a current inventory of all 9-1-1 equipment consistent with Applicable Law;

3.3.2 All 9-1-1 equipment shall be tagged with identification labels.

3.3.3 Any lost or stolen 9-1-1 equipment shall be reported to the RPC as soon as possible.

3.4 Security

3.4.1 The Local Government shall limit access to all 9-1-1 equipment and related data only to authorized personnel.

3.5 Training

3.5.1 The Local Government shall notify the RPC of any new 9-1-1 call takers and schedule for applicable training as soon as possible.

3.6 Operations

The Local Government shall:
3.6.1 Designate a PSAP supervisor and provide related contact information to the RPC;

3.6.2 Monitor and test the 9-1-1 equipment and report any failures or maintenance issues immediately to the appropriate maintenance vendor and/or the RPC;

3.6.3 Coordinate with the RPC and local elected officials in the planning for and implementation and operation of all 9-1-1 equipment;

3.6.4 Allow 24-hour access to the 9-1-1 equipment for repair and maintenance service, as required;

3.6.5 Assist the RPC in conducting inspections of all 9-1-1 equipment at the PSAP as identified by the RPC for quality assurance;

3.6.6 Test all Telecommunications Devices for the Deaf (TDD) for proper operation;

3.6.7 Log all TDD 9-1-1 calls and equipment testing as required by the Americans with Disabilities Act of 1990;
3.6.8 Log all trouble reports and make copies available to the RPC as required by the RPC;

3.6.9 Make no changes to 9-1-1 equipment, software or programs without prior written consent from the RPC.

Article 4: Performance Monitoring

4.1 The RPC and the Commission reserve the right to perform on-site monitoring of the PSAP(s) for compliance with Applicable Law and performance of the deliverables specified in this Agreement. The Local Government agrees to fully cooperate with all monitoring requests from the RPC and/or the Commission for such purposes.

Article 5: Procurement

5.1 The RPC and the Local Government agree to use competitive procurement practices and procedures required by Applicable Law and RPC procurement policies in connection with any procurement to be funded with 9-1-1 Funds.

5.2 The RPC shall purchase or reimburse Local Government for supplies necessary for performance of the deliverables per this Agreement.

Article 6: Financial

6.1 As authorized by Applicable Law, the provisioning of 9-1-1 service throughout the Region is funded by Commission grants of appropriated 9-1-1 Funds.

6.2 The RPC will provide 9-1-1 Funds to the Local Government on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the Local Government are complete, accurate, and appropriate.

6.3 The RPC may withhold, decrease, or seek reimbursement of 9-1-1 Funds in the event that those 9-1-1 Funds were used in noncompliance with Applicable Law.

6.4 The Local Government shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 Funds used in noncompliance with Applicable Law.

6.5 Such reimbursement of 9-1-1 Funds to the RPC and/or the Commission, as applicable, shall be made by the Local Government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and then submitted to the Commission for approval.

6.6 The Local Government commits to providing 9-1-1 services as a condition to receiving 9-1-1 Funds as prescribed by the RPC's Strategic Plan and any amendments thereto.
Article 7: Records

7.1 The Local Government will maintain adequate fiscal records and supporting documentation of all 9-1-1 Funds reimbursed to the Local Government for 9-1-1 service consistent with Applicable Law and generally accepted accounting principles and as approved in the RPC’s current approved Strategic Plan;

7.2 The RPC or its duly authorized representative shall have access to and the right to examine and audit all books, accounts, records, files, and/or other papers or property pertaining to the 9-1-1 service belonging to or in use by the Local Government, the PSAP, or by any other entity that has performed or will perform services related to this Agreement.

7.3 The Commission and State Auditor’s Office shall have the same access and examination rights as the RPC.

Article 8: Assignment

8.1 The Local Government may not assign its rights or subcontract its duties under this Agreement. An attempted assignment or subcontract in violation of this paragraph is void.

Article 9: Nondiscrimination and Equal Opportunity

9.1 The RPC and the Local Government shall not exclude anyone from participating under this Agreement, deny anyone benefits under this Agreement, or otherwise unlawfully discriminate against anyone in carrying out this Agreement because of race, color, religion, sex, age, disability, handicap, or national origin.

Article 10: Dispute Resolution

10.1 Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the Strategic Plan, the Applicable Law or policy, or this Agreement.

10.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between them. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 10, until they have exhausted the procedures set out in this Article 10.

10.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.
10.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to a mutually designated legal mediator. Each party shall pay one-half the total fee and expenses for conducting the mediation.

10.5 The parties agree to continue performing their duties under this Agreement, which are unaffected by the dispute, during the negotiation and mediation process.

10.6 If mediation does not resolve the parties' dispute, the parties may pursue their legal and equitable remedies.

**Article 11: Suspension for Unavailability of Funds**

11.1 In the event that (i) the RPC’s approved budget and/or appropriations to the Commission from the Texas Legislature do not permit or otherwise appropriate funds for reimbursement to Local Government provided for in this Agreement, and (ii) such lack of permission or non-appropriation shall not have resulted from any act or failure to act on the part of the RPC, and (iii) the RPC has exhausted all funds legally available for reimbursement to Local Government, and no other legal procedure shall exist whereby payment hereunder can be made to Local Government; and (iv) RPC has negotiated in good faith with Local Government to develop an alternative payment schedule or new agreement that will accommodate RPC’s approved budget and/or appropriations for the applicable period, then RPC will not be obligated to reimburse the Local Government for the applicable budget year(s).

**Article 12: Notice to Parties**

12.1 Notice under this Agreement must be in writing and received by the party against whom it is to operate. Notice is received by a party (1) when it is delivered to the party personally; or (2) on the date shown on the return receipt if mailed by registered or certified mail, return receipt requested, to the party’s address specified in this Article and signed on behalf of the party.

12.2 The RPC’s address is:

Ark-Tex Council of Governments  
4808 Elizabeth St.  
Texarkana, Texas  75505

The Local Government’s address is:

Delta County Sheriff’s Office  
200 W. Bonham  
Cooper, Texas  75432
12.3 A party may change its address by providing notice of the change in accordance with paragraph 12.1.

**Article 13: Effective Date and Term**

13.1 This Agreement is effective as of September 1, 2015 and shall terminate on August 31, 2017.

13.2 In the event of default in the performance of this Agreement, the non-defaulting party may terminate this Agreement after providing written notice of the default to the defaulting party, and the failure of the defaulting party to cure said default within 30 calendar days of said notice.

13.3 If this Agreement is terminated for any reason, the RPC shall not be liable to the Local Government for any damages, claims, losses, or any other amounts arising from or related to any such termination.

**Article 14: Force Majeure**

14.1 The RPC may grant relief from performance of the Agreement if the Local Government is prevented from performance by act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of the Local Government. The burden of proof for the need of such relief shall rest upon the Local Government. To obtain release based on force majeure, the Local Government shall file a written request with the RPC.

**Article 15: Confidentiality**

15.1 The parties will comply with the Texas Public Information Act, Government Code, Chapter 552 as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas. This Agreement and all data and other information generated or otherwise obtained in its performance may be subject to the Texas Public Information Act. The parties agree to maintain the confidentiality of information received during the performance of this Agreement.

15.2 The Local Government or its duly authorized representative will notify the RPC upon receipt of any requests for information.

**Article 16: Indemnification**

16.1 To the extent authorized by law, each party agrees to indemnify the other and agrees to defend its governing body members, officers and employees, against any claim, suit or administrative proceeding, and to indemnify them against any liability including all costs, expenses, and reasonable attorney's fees incurred arising out of an act or omission of the governing body, any officer, employee or agent in carrying out this Agreement.
Article 17. Historically Underutilized Business Requirements

17.1 The Local Government shall comply with requirements of Chapter 2161 of the Government Code regarding Historically Underutilized Businesses.

Article 18: Miscellaneous

18.1 For purposes of this Agreement, terms not specifically defined herein are defined in the Applicable Laws.

18.2 Each individual signing this Agreement on behalf of a party warrants that he or she is legally authorized to do so, and that the party is legally authorized to perform the obligations undertaken.

18.3 This Agreement constitutes the entire agreement between the parties and supersedes any and all oral or written agreements between the parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both parties.

18.4 All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect the term of this Agreement, which shall continue in full force and effect.

18.5 The following Attachments are part of this Agreement:

- Attachment A Ownership Agreement / PSAP Inventory
- Attachment B Transfer of Ownership Form
- Attachment C Scope of Work
- Attachment D PSAP Operations Performance Measures and Monitoring

18.6 This Agreement is binding on, and to the benefit of, the parties’ successors in interest.

18.7 This Agreement is executed in duplicate originals.

ARK-TEX COUNCIL OF GOVERNMENTS

By: [Signature] Chris Brown, Executive Director

Date: 8-13-2015

DELTA COUNTY

By: [Signature] Jason Murray, County Judge

Date: 8-10-15
Attachment A
Ownership Agreement

As stipulated in Article 3 of the Agreement, the RPC shall establish ownership of all 9-1-1 equipment located within the Local Government’s jurisdiction.

The RPC hereby establishes all 9-1-1 equipment located at Delta County Sheriff’s Office in Delta County, to be the property of Ark-Tex Council of Governments, hereinafter referred to as “Owner”.

Following is an itemized listing of 9-1-1 equipment hereby defined as the property of Owner.

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<thead>
<tr>
<th>PSAP:</th>
<th>DELTA COUNTY SHERIFF'S OFFICE</th>
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<tr>
<td>COUNTY:</td>
<td>DELTA</td>
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<table>
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<tr>
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<th>Install Date</th>
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**Position 2 VESTA**

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**Vesta Backroom Equipment**

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## Attachment A
### Ownership Agreement (continued)

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<td>4175</td>
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<td>Lacie</td>
<td>2T Hard Drive (SID files for Aurora)</td>
<td>13971201170289F</td>
<td>9/11/2012</td>
<td></td>
</tr>
</tbody>
</table>

### ARK-TEX COUNCIL OF GOVERNMENTS

By: [Signature]  
Chris Brown, Executive Director  
Date: 8-13-2015

### DELTA COUNTY

By: [Signature]  
Jason Murray, County Judge  
Date: 8-18-15
Attachment B
Transfer of Ownership Form (Sample)

As stipulated in Article 3 of the Agreement between Ark-Tex Council of Governments (RPC) and (Local Government) dated [DATE], 20[DATE], the RPC shall document all transfers of ownership of 9-1-1 equipment between the RPC and the Local Government.

Indicate the appropriate classification:

Transfer Disposition Lost

Please provide the following information in as much detail as possible.

<table>
<thead>
<tr>
<th>Inventory Number</th>
<th>Current Assignee:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Description</td>
<td>Location:</td>
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<td>Serial Number</td>
<td>Signature:</td>
</tr>
<tr>
<td>Acquisition Date</td>
<td>Date:</td>
</tr>
<tr>
<td>Acquisition Cost</td>
<td>New Assignee:</td>
</tr>
<tr>
<td>Vendor</td>
<td>Location:</td>
</tr>
<tr>
<td>Invoice Number</td>
<td>Signature:</td>
</tr>
<tr>
<td>Purchase Order Number</td>
<td>Date:</td>
</tr>
<tr>
<td>Condition</td>
<td></td>
</tr>
</tbody>
</table>

Continued.........
Attachment B
Transfer of Ownership Form (continued)

Action Recommended by:__________________________________________

Title:________________________________________________________________________

Date:__________________________

Comments:_____________________________________________________________________

Approved: _____Yes _____No

Proceeds, if any:________________________________________

Approved by:_________________________________________________________________
Mary Beth Rudel, Public Safety Manager

Date:__________________________

Disposed or Lost Property shall require approval by the agency head.

Reviewed by:_________________________________________________________________
Chris Brown, Executive Director

Date:__________________________
Attachment C
Scope of Work

Local Government will:

- Designate a PSAP Supervisor and provide related contact information as a single point of contact for ATCOG.
- Coordinate with ATCOG in the planning for, implementation and operation of all 9-1-1 equipment.
- Monitor the 9-1-1 equipment, report any failures or maintenance issues immediately to the appropriate telephone company, and notify ATCOG if appropriate response is not forthcoming from the company.
- Keep a log of all trouble reports and make copies available to ATCOG at quarterly monitoring visits or upon request.
- Notify ATCOG of any and all major service-affecting issues or issues needing escalation within a service provider's organization.
- Make wireless test calls and wireline exchange test calls no less than once per month.
- Log all incoming test calls, whether by PSAP or service provider and make copies available to ATCOG.
- Test all 9-1-1 and ancillary equipment for proper operation and user familiarity at least once per month.
- Test transfer button and PEN transfers on the 9-1-1 equipment quarterly to assure they are operating properly.
- Test alternate routing switch (make busy switch) once a month.
- Test all 9-1-1 TDD/TTYs for proper operation and to maintain user familiarity at least once per month.
- Log all TDD/TTY calls, and make copies available to ATCOG and Department of Justice on an as-needed basis.
- Limit access to all 9-1-1 equipment and related data only to authorized personnel.
- Provide a safe and healthy environment for all 9-1-1 call takers/dispatchers which enhances proper use and maintenance of 9-1-1 equipment.
- Fax printouts to ATCOG of wireless or CLEC test calls and/or any applicable paperwork required by CSEC within 24-hours.
- Not change or modify any configuration of 9-1-1 equipment, software, programs or hardware provided by ATCOG.
- Keep PSAP area, 9-1-1 equipment and backroom equipment area and backroom equipment clean and free of dust accumulation
- The PSAP shall notify ATCOG of any service provider changes and/or changes in phone numbers programmed on the 9-1-1 equipment.
- Fax ANI/ALI Problem Call Reports and "Advanced Search" ALI printouts, including wireless information within 24 hours of the initial 9-1-1 call.
- When requested, will complete and return incomplete ANI/ALI Problem Call Reports back to ATCOG within 24 hours.
ATCOG will:

- As administrator for 9-1-1 services for the region, agree to receive monies from monthly access lines and/or equalization surcharge fees and to pay non-recurring and monthly recurring system and equipment costs according to the terms outlined in the regional plan.
- Agree to maintain appropriate accounting and reporting mechanisms for inclusion of 9-1-1 financial activities in an ATCOG annual audit.
- Coordinate public education and information throughout the system.
- Serve as the Contracting entity with the appropriate telephone companies for service and equipment.
- Complete such reports and other documentation as may be required by the CSEC, the PSAPs, the Public Agency, or the service providers.
- Consistent with UGMS and applicable law, any equipment purchased by ATCOG for the specific use of Public Agency, shall be owned by ATCOG.
- Consistent with UGMS and applicable law, ATCOG shall maintain of a current inventory of all 9-1-1 equipment located within the PSAPs, as listed on the Attachments B. ATCOG shall conduct physical inventories annually.
- ATCOG shall continue address maintenance activities for Delta County in accordance with the approved Strategic Plan (including any approved amendments) as a condition of the receipt of 9-1-1 funds as prescribed by the Strategic Plan.
- Will purchase supplies necessary for the continuous operation of the 9-1-1 equipment, in compliance with proper procurement procedures.
- Provide updated county maps to PSAPs, county agencies and officials annually.
Attachment D
PSAP Operations Performance Measures and Monitoring

Reports

The RPC may request that the Local Government provide it with specialized reports which will not duplicate information readily available from vendors. Such reports shall include, but are not limited to:

None

Logs

The Local Government shall provide copies of logs and reports to assist with the RPC’s collection of efficiency data on the operation of PSAPs including, but not limited to:

1. Trouble report logs at least once per year.
2. List of service affecting issues once per quarter.
3. Certification of TTY/TDD testing once per quarter.
4. TTY/TDD call logs.
5. Wireless and wireline test call logs.

Quality Assurance Inspections

RPC personnel will conduct site visits at least once per year to inventory and evaluate the condition of PSAP equipment, efficiency of PSAP operations, and compliance with the Agreement.

In addition, quality assurance inspections will be conducted as follows:

<table>
<thead>
<tr>
<th>CPU (Computer)</th>
<th>TDD/TTY</th>
<th>Make Busy Switch</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALI Screen</td>
<td>System Printer</td>
<td>Voice Recorder</td>
</tr>
<tr>
<td>Keyboard</td>
<td>Alarm</td>
<td>Overflow</td>
</tr>
</tbody>
</table>

Tests will also be conducted at least once monthly, or quarterly as specified, on 9-1-1 software to ensure proper operation and correct information received. Those tests shall include, but not be limited to:

Wireline test call
Wireless Phase II test call
TDD/TTY test call to 9-1-1 PSAP equipment and to ten-digit PSAP administrative number not connected to PSAP equipment
Make Busy Switch
9-1-1 Transfer Buttons quarterly

16
Attachment E
Commission Documents

The following documents govern the funding and provisioning of 9-1-1 services by the RPC:


Contract for 9-1-1 Service

Article 1. Parties and Purposes

1.1 The Texas Commission on State Emergency Communications ("Commission") is charged by law with the responsibility to oversee the provision of 9-1-1 service throughout the state, and Ark-Tex Council of Governments ("RPC") is charged with the responsibility to provide 9-1-1 service in its region. Providing 9-1-1 service requires a partnership among and cooperative efforts by the Commission, the RPC, and the local governments represented on the RPC's governing body.

1.2 Health and Safety Code Section 771.078 requires the Commission and the RPC to contract for the provision of 9-1-1 service. Per the statute and Commission Rule 251.12, Contracts for 9-1-1 Service, a contract must provide for:

(a) the reporting of financial information regarding administrative expenses by regional planning commissions in accordance with generally accepted accounting principles;

(b) the reporting of information regarding the current performance, efficiency, and degree of implementation of emergency communications services in each regional planning commission's service area;

(c) the collection of efficiency data on the operation of 9-1-1 answering points;

(d) standards for the use of answering points and the creation of new answering points;

(e) quarterly disbursements of money due under the Contract, except as provided by Subdivision (f);

(f) the Commission to withhold disbursement to a regional planning commission that does not follow a standard imposed by the Contract, a Commission rule, or a statute; and

(g) a means for the Commission to give an advance on a quarterly distribution under the Contract to a regional planning commission that has a financial emergency.

1.3 The Commission and the RPC enter into this Contract for 9-1-1 Service ("Contract") to clarify and better define the rights and duties of each in carrying out their individual and collective responsibilities under the law.

Article 2. Compliance with Applicable Law

2.1 The RPC shall comply with all applicable federal and state laws ("applicable law") in carrying out its strategic plan that has been approved by the Commission.

2.2 Applicable law, as defined in the prior section, includes but is not limited to Health and Safety Code Chapter 771; Commission Rules (Title 1, Part 12, Texas Administrative Code) and Program Policy Statements; the biennial state General
2.3 The RPC shall repay any allocated and distributed equalization surcharge and 9-1-1 service fees (collectively, "9-1-1 funds") expended by the RPC in noncompliance with applicable law. Such reimbursement shall be made in accordance with established Commission policies and procedures. The RPC shall advise the Commission in writing of its efforts to recover 9-1-1 funds in accordance with Article 4.1 herein.

2.4 In accordance with Health and Safety Code Section 771.078(c)(6), the Commission may withhold disbursement of funds to the RPC for failing to follow a standard imposed by this Contract or applicable law.

2.5 The RPC shall maintain, at a minimum, a separate investment account for all 9-1-1 funds received. The RPC shall utilize an accounting system that complies with applicable law, including specifically the requirements in UGMS, Subpart C – Post Award Requirements, Section .20 – Standards for Financial Management Systems – which requires recipients of state funds to maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or sub grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Article 3. Monitoring Compliance

3.1 The RPC recognizes that the Commission reserves the right to perform monitoring of the RPC and/or its performing local governments or Public Safety Answering Points (PSAPs) for compliance with applicable law, and the RPC agrees to cooperate fully with such monitoring.

3.2 The RPC recognizes that the Commission reserves the right to monitor RPC financial procedures and validate financial reimbursement requests for compliance with applicable law, accuracy, completeness, and appropriateness, prior to the Commission distributing allocated 9-1-1 funds.

Article 4. Standard Interlocal Agreement with Local Governments

4.1 The RPC shall use interlocal agreements between itself and its local governments relating to the planning, development, operation, and provision of 9-1-1 service, the use of 9-1-1 funds and adherence to applicable law. These agreements must, at a minimum, provide for compliance with applicable law by including provisions that:
(a) the RPC will provide 9-1-1 funds to the local governments on a cost reimbursement basis using a monitoring process that provides assurance that the reimbursement requests from the local governments are complete, accurate, and appropriate;

(b) the RPC may withhold, decrease, or seek reimbursement of 9-1-1 funds in the event that those 9-1-1 funds were used in noncompliance with applicable law;

(c) the local governments shall reimburse the RPC and/or the Commission, as applicable, any 9-1-1 funds used in noncompliance with applicable law;

(d) reimbursement of 9-1-1 funds under subsection (c) shall be made by the local government within 60 days after demand by the RPC, unless an alternative repayment plan is approved by the RPC and the Commission;

(e) address the RPC’s ownership, transfer of ownership, and/or control of equipment acquired with 9-1-1 funds in connection with providing 9-1-1 service (“9-1-1 equipment”);

(f) require the RPC to maintain a current inventory of all 9-1-1 equipment;

(g) require a control system to be developed by the local government to ensure adequate safeguards to prevent loss, damage, or theft of 9-1-1 equipment;

(h) require reimbursement to the RPC and/or the Commission for damage to 9-1-1 equipment; other than ordinary wear and tear;

(i) the local governments will maintain adequate fiscal records and supporting documentation of all 9-1-1 funds reimbursed to such local governments for 9-1-1 service consistent with applicable law and generally accepted accounting principles, and as approved in the RPC’s current approved Strategic Plan;

(j) the Commission or its duly authorized representative shall have access to and the right to examine all books, accounts, records, files, and/or other papers, or property pertaining to the 9-1-1 service, belonging to or in use by the local government, the PSAP, or by any other entity that has performed or will perform activities related to the agreements;

(k) the local government will provide 9-1-1 service as a condition of the receipt of 9-1-1 funds as prescribed by the RPC strategic plan; and

(l) funding of 9-1-1 service is contingent on appropriations made to the Commission by the Texas Legislature, and if 9-1-1 funds are not made available to the RPC by the Commission or if legally available 9-1-1 funds are exhausted, then the RPC will not be obligated to provide the reimbursements contemplated by this Contract.
Article 5. Competitive Procurement and Contract Administration

5.1 The RPC may purchase goods or a service only if the RPC complies with the same provisions for purchasing goods or a service that are equivalent to the provisions applying to a local government, including Local Government Code Chapter 252, Purchasing and Contracting Authority of Municipalities.

5.2 The RPC shall include a specific, detailed statement of work, including appropriate benchmarks to evaluate compliance, in all contracts with vendors, local governments, PSAPs, and others paid from 9-1-1 funds.

5.3 The RPC shall implement and/or maintain a contract administration management system that ensures contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

5.4 The RPC shall maintain sufficient records detailing the history of procurement, including the rationale for the method of procurement, the selection of contract type, the contractor selection or rejection, and the basis for the contract price, as outlined in the records retention requirements in UGMS.

Article 6. Allocation and Use of 9-1-1 Funds

6.1 In accordance with applicable law, the Commission shall allocate 9-1-1 funds appropriated to the Commission to the RPC solely for use in carrying out its Commission-approved strategic plan. Funds will be distributed to the RPC quarterly, according to current Commission payment methodology as set forth in Commission policy, unless the RPC is in substantial noncompliance with any applicable law or provision of this Contract. The RPC shall utilize the money allocated only for providing 9-1-1 service within the RPC's jurisdiction.

6.2 None of the 9-1-1 funds appropriated to the Commission and allocated to the RPC may be used to replace or fund a reserve for future replacement of 9-1-1 equipment.

6.3 The RPC shall assist the Commission in creating a comprehensive statewide 10-year equipment replacement schedule for submittal to the Legislative Budget Board no later than November 1st of each calendar year.

6.4 As provided by Health & Safety Code Section 771.078(d), not more than ten percent (10%) of the money received by the RPC may be used by the RPC for indirect costs. In this subsection, "indirect costs" means costs that are not directly attributable to a single action of the RPC. (Note: In administering this subsection, the Office of the Comptroller is required to use Federal Office of Management and Budget circulars A-87 and A-122 or any rules relating to the determination of indirect costs adopted under Texas Government Code Chapter 783.)

6.5 As provided by Health & Safety Code Section 771.078(f), upon request from the RPC, the Commission shall provide the RPC with documentation and financial records of the amount of money collected in its region or of an amount of money allocated to the RPC in accordance with Health & Safety Code Section 771.078 and this Contract.
Article 7. 9-1-1 Funds Distribution

7.1 Per Health and Safety Code Section 771.078(c), the Commission will make quarterly distributions due under this Contract to the RPC. The initial quarterly distribution, made in accordance with PPS 001: Regional Program Start Up Funding by September 30 of each fiscal year.

7.2 If the RPC’s quarterly distribution is depleted before the end of a fiscal quarter, a financial emergency funding request may be submitted by the RPC to the Commission (see Article 8. RPC Emergency Funding).

7.3 Notwithstanding initial Start Up Funding, reimbursement of expenditures reported by the RPC shall be made on a fiscal quarter basis in accordance with PPS 004: Reimbursement of Program Expenditures.

7.4 Per PPS 014: Asset Inventory Reporting and PPS 017: Certification of Interlocal Agreements, the Commission will not disburse any funds under this Contract prior to the receipt of (1) annual submission of the certification of assets and report on the disposition of equipment; and (2) annual certification of interlocal agreements, respectively.

7.5 Any remaining 9-1-1 funds provided by the Commission to the RPC from the prior fiscal year, ending on August 31st, shall be returned to the Commission no later than October 30th of the current fiscal year.

Article 8. RPC Emergency 9-1-1 Funding

8.1 Notwithstanding the requirements in Article 7, the Commission may distribute, in accordance with Commission PPS 005: Emergency Funding, allocated 9-1-1 funds to the RPC upon demonstration that a financial emergency exists that will compromise the provision of 9-1-1 service or impact public safety.

8.2 The Commission shall consider a financial emergency as a situation in which the RPC requires additional funding to sustain the operation of 9-1-1 systems and their administration, as well as to meet contractual obligations as provided for in the RPC’s approved strategic plan; and that, without the disbursement of the additional funds, would result in a compromise of the 9-1-1 system or impact public safety. A financial emergency would arise, and public safety compromised, if the 9-1-1 system was terminated due to non-payment of invoices.

8.3 Emergency 9-1-1 funds may be disbursed based upon the documented expenditures creating the need. The provision of emergency 9-1-1 funds will be used for specific operational and administrative expenses identified in the supporting documentation provided by the RPC.

8.4 The Commission will review the request for compliance with the current approved strategic plan and applicable law. Upon approval of the request, the Commission will disburse the necessary 9-1-1 funds, not to exceed the total allocated to the RPC in its Commission-approved strategic plan.
Article 9. Strategic Planning

9.1 In accordance with applicable law, the RPC shall develop a strategic plan for the establishment and operation of 9-1-1 service throughout its region. The 9-1-1 service must meet the standards established by the Commission. A strategic plan must describe how 9-1-1 service is to be administered. The RPC’s Commission-approved strategic plan, as amended, is incorporated in its entirety herein by reference only.

9.2 The RPC must update its strategic plan at least once during each state fiscal biennium, and must include the following:
(a) a description of how money allocated to the region is to be allocated throughout the region served by the RPC;
(b) projected financial operating information for the two state fiscal years following the submission of the plan;
(c) strategic planning information for the five state fiscal years following submission of the plan; and
(d) a Historically Underutilized Business (HUB) plan, pursuant to Chapter 2161 of the Government Code.

9.3 The RPC shall submit a strategic plan, or amendment to its plan, to the Commission for review and approval or disapproval, as required by Health & Safety Code Section 771.056, Commission Rule 251.1, Regional Strategic Plans for 9-1-1 Service, PPS 033: Regional Planning Commission Strategic Planning, and PPS 008: Plan Amendments. The Commission, consistent with applicable law, shall consider the appropriateness of the strategic plan or amendment thereto in satisfying the standards set by the Commission, the cost and effectiveness of the strategic plan or amendment, as well as the appropriateness of the strategic plan or amendment in context with overall statewide 9-1-1 service.

9.4 The Commission shall notify the RPC of the approval or disapproval of the strategic plan submission, or amendment to the plan, in accordance with applicable law.

9.5 If the strategic plan or amendment thereto is approved, the Commission shall allocate 9-1-1 funds to the RPC in accordance with the terms of this Contract and applicable law.

9.6 A summary of the approved RPC 9-1-1 strategic plan costs and revenue allocations is incorporated herein as Attachment A, Recipient 9-1-1 Costs Summary.

Article 10. Reporting Requirements

10.1 Per Health and Safety Code Section 771.078(c), the RPC shall submit financial and performance reports regarding 9-1-1 service and administration to the Commission. The RPC shall report information in accordance with applicable
law, Commission rules, and PPS'. The RPC shall submit the following information to the Commission, at least once per quarter of each fiscal year:

(a) financial information regarding administrative and program expenses per PPS 004: Reimbursement of Program Expenditures and PPS 006: Financial Expenditure Reporting; and,

(b) information regarding the current performance, efficiency, and degree of implementation of emergency communications services in the region served by the RPC per PPS 013: Quarterly Performance Reporting.

10.2 The RPC shall be responsible for collecting and reporting efficiency data on the operation of each of the PSAPs within its region. The RPC shall submit such information to the Commission at least once per quarter of each fiscal year, according to applicable law per PPS 013: Quarterly Performance Reporting.

Article 11. Use and Creation of Public Safety Answering Points

11.1 The RPC shall comply with the minimum standards and guidelines established by Commission Rule 251.1, Regional Strategic Plans for 9-1-1 Service, for the use of PSAPs and the creation of PSAPs per PPS 026: Adding a Public Safety Answering Point.

Article 12. Dispute Resolution

12.1 The dispute resolution process provided for in Government Code Chapter 2260, Subsection F, shall be used by the Commission and the RPC to attempt to resolve disputes arising under this Contract. Disputes include, but are not limited to, disagreement between the parties about the meaning or application of the RPC's proposed or approved strategic plan, or this Contract.

12.2 The parties desire to resolve disputes without litigation. Accordingly, if a dispute arises, the parties agree to attempt in good faith to resolve the dispute between themselves. To this end, the parties agree not to sue one another, except to enforce compliance with this Article 12, until they have exhausted the procedures set out in this Article 12.

12.3 At the written request of either party, each party shall appoint one non-lawyer representative to negotiate informally and in good faith to resolve any dispute arising between the parties. The parties agree to appoint their representatives and hold the first negotiating meeting within 15 calendar days of receipt of the request. The representatives appointed shall determine the location, format, frequency, and duration of the negotiations.

12.4 If the representatives cannot resolve the dispute within 30 calendar days after the first negotiation meeting, the parties agree to submit the dispute to mediation by an administrative law judge employed by the State Office of Administrative Hearings (SOAH) per Government Code Chapter 2009.

12.5 Within 45 calendar days after the effective date of this Contract, the Commission agrees to contract with SOAH to mediate any future disputes between the parties.
described in Article 12.1. Each party agrees to pay one-half the total fee and expenses SOAH charges for conducting a mediation, and the Commission agrees that the RPC's share of the total is an allowable cost reimbursable to the RPC under this Contract.

12.6 The parties agree to continue performing their duties under this Contract, which are unaffected by the dispute, during the negotiation and mediation process.

12.7 If the parties are unable to settle their dispute by mediation, either party may request a contested case hearing under Texas Government Code Section 2260.102.

12.8 Nothing in this Article 12 shall be considered as a waiver of sovereign immunity.

**Article 13. Miscellaneous Provisions**

13.1 The RPC shall work with the Commission and local governments to develop, maintain and regularly monitor the operation and the provision of 9-1-1 service and to develop and implement risk assessment processes in accordance with PPS 013: Quarterly Performance Reporting; and PPS 031: Local Monitoring.

13.2 When the RPC becomes aware of the need for additional training or expertise relating to the planning, development, implementation or operation of 9-1-1 service, by the RPC or the local governments in their areas, the RPC shall notify the Commission promptly so that all parties may address the need in a timely manner.

13.3 Unless otherwise directed by the Commission, the RPC shall arrange for the performance of an annual financial and compliance audit of its financial statements and internal control environment according to the requirements of UGMS and the Texas Single Audit Circular, as established by the Office of the Comptroller (Title 34, Part 1, Chapter 20, Subchapter I, Rule 20.432) pursuant to Government Code Chapter 783. The RPC shall be liable to the Commission for any costs disallowed as a result of the audit of its financial statements and internal control environment.

13.4 The RPC recognizes the right of the State Auditor's Office to review and/or audit the RPC's documentation and accounts relevant to the state-funded 9-1-1 program as authorized by applicable law. Such an audit or review is considered separate and apart from audits required by UGMS.

13.5 The RPC shall provide, at a minimum, the Commission with all reports and/or information as required by applicable law.

13.6 In the event of any conflict between any provision in this Contract and an adopted Commission rule or policy, present or future, the Commission rule or policy shall take precedence.

13.7 This Contract sets forth all of the representations, promises, agreements, conditions, and understandings between the RPC and the Commission relating to the subject matter of the Contract, and supersedes any prior or contemporaneous
representations, promises, agreements, conditions, or understandings, whether oral or written, in any way relating to the subject matter hereof.

13.8 Any alterations, additions, or deletions to the terms of this Contract, except as provided via an approved amendment to the RPC's strategic plan, shall be made by amendment hereto in writing and executed by both parties to this Contract.

13.9 This Contract takes effect on September 1, 2013, and shall terminate on August 31, 2015.

AGREED TO:

Kelli Merriweather  
Executive Director  
Texas Commission on State Emergency Communications  
333 Guadalupe, Suite 2-212  
Austin, Texas 78701-3942  

L. D. Williamson  
Executive Director  
Ark-Tex Council of Governments  
P.O. Box 5307  
Texarkana, Texas 75505-5307  

8/30/2013  
Date

9/2/13  
Date
Texas Commission on Environmental Quality (TCEQ)

Cooperative Reimbursement Contract
for State Agencies and Local Governments

CONTRACT SIGNATURE PAGE

Contract Name: Water Quality Management Planning
Contract Number: 582-16-60222
Performing Party: Ark-Tex Council of Governments (ATCOG)
Performing Party Identification Number: 17512933833

Maximum Authorized Reimbursement: $12,602.00

Effective Date: 9/1/2015
Expiration Date: 8/31/2016
☐ If checked, this Contract requires matching funds.    Match Requirement:
☒ If checked, this Contract is funded with federal funds.

CFDA Number: 66.454
Federal Grant Number: TBD

This Contract is entered under:  ☐ Gov't Code ch. 771    ☒ Gov't Code ch. 791    ☒ Water Code § 5.124

TCEQ, an agency of the State of Texas, and the named Performing Party, a state agency or local government of the State of Texas, enter this agreement (Contract) to cooperatively conduct authorized governmental functions and activities under the laws of the State of Texas.

The Parties agree as follows: (a) to be effective, the Contract must be signed by an authorized official of the TCEQ and the Performing Party; (b) this Contract consists of all documents specified in the list of Contract Documents following this page; and (c) as authorized by TCEQ, the Performing Party will conduct Contract Activities as part of its own authorized governmental functions and TCEQ will reimburse Allowable Costs subject to the Texas Uniform Grant Management Standards (UGMS) and this Contract.

TCEQ

By: __________________________
    Authorized Signature
    Kerry Niemann
    Printed Name
    Manager, Planning and Implementation Section
    Title
    Date

ATCOG

By: __________________________
    Authorized Signature
    Chris Brown
    Printed Name
    Executive Director
    Title
    8/18/2015
    Date

Procurements & Contracts Representative

Adrian Kyle
Printed Name

Date
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<th>Description</th>
<th>Period to date Actual</th>
<th>Year to date Actual</th>
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**Total Income**

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<td>778.50</td>
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<td>1,431.37</td>
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<td>1,553.35</td>
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**Total Expense**

<table>
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<tr>
<th>Description</th>
<th>Period to date Actual</th>
<th>Year to date Actual</th>
<th>Year to date Budget</th>
<th>% Used</th>
<th>Budget Variance</th>
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<tr>
<td></td>
<td>24,688.44</td>
<td>53,659.66</td>
<td>812,762.00</td>
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<td>759,102.34</td>
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</table>

**Excess Revenue over (under) Expenditures**

<table>
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<th>Description</th>
<th>Period to date</th>
<th>Year to date</th>
<th>% Used</th>
<th>Budget Variance</th>
</tr>
</thead>
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<td>(24,136.44)</td>
<td>(28,928.59)</td>
<td>(812,762.00)</td>
<td>3.6%</td>
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<tr>
<td>Description</td>
<td>Month to date</td>
<td>Year to date</td>
<td>Ytd encumbrance</td>
<td>Annual budget</td>
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<tr>
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<td>---------------</td>
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<td>-----------------</td>
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<tr>
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<td>49,995.00</td>
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<p>| Total EXPENSE                | 30,715.03     | 174,849.66   | .00             | 204,240.00    | 29,390.34 85.6%  |</p>
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<th>Description</th>
<th>Month to date</th>
<th>Year to date</th>
<th>Ytd encumbrance</th>
<th>Annual budget</th>
<th>Annual var</th>
<th>% used</th>
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<tr>
<td></td>
<td>360.20</td>
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<td>.00</td>
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<td>10,696.18</td>
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<tr>
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<td></td>
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<td></td>
</tr>
<tr>
<td>Description</td>
<td>Month to date</td>
<td>Year to date</td>
<td>Ytd encumbrance</td>
<td>Annual budget</td>
<td>Annual var</td>
<td>% used</td>
</tr>
<tr>
<td>-------------------------------------</td>
<td>---------------</td>
<td>--------------</td>
<td>-----------------</td>
<td>---------------</td>
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<td>.00</td>
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<td>.00</td>
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<td>7,100.00</td>
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**Total EXPENSE**

<p>|             | 29,073.66 | 190,194.16 | 132.08 | 262,232.00 | 71,905.76 | 72.6% |</p>
<table>
<thead>
<tr>
<th>Description</th>
<th>Month to date</th>
<th>Year to date</th>
<th>Ytd encumbrance</th>
<th>Annual budget</th>
<th>Annual var</th>
<th>% used</th>
</tr>
</thead>
<tbody>
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<td>15,840.00</td>
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<td>.00</td>
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<tr>
<td><strong>Total EXPENSE</strong></td>
<td><strong>44,139.25</strong></td>
<td><strong>153,639.88</strong></td>
<td><strong>.00</strong></td>
<td><strong>239,314.00</strong></td>
<td><strong>85,674.12</strong></td>
<td><strong>64.2%</strong></td>
</tr>
</tbody>
</table>
# Ark Tex Council of Governments
## DIRECTORS REPORT

Fiscal year thru period ending 06/30/2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Month to date</th>
<th>Year to date</th>
<th>Ytd encumbrance</th>
<th>Annual budget</th>
<th>Annual var</th>
<th>% used</th>
</tr>
</thead>
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<td>33,511.20</td>
<td>.00</td>
<td>42,535.00</td>
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<td>.00</td>
<td>1,365.00</td>
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<tr>
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**Total EXPENSE**

1,243.32

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<th>Year to date</th>
<th>Ytd encumbrance</th>
<th>Annual budget</th>
<th>Annual var</th>
<th>% used</th>
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Total EXPENSE                      | 477.98        | 2,414.94     | .00             | 4,898.00      | 2,483.06   | 49.3%  |