AGENDA
ARK-TEX COUNCIL OF GOVERNMENTS
EXECUTIVE COMMITTEE MEETING
FEBRUARY 25, 2016

The Executive Committee of the Board of Directors of the Ark-Tex Council of Governments will meet at 10:00 a.m., Thursday, February 25, 2016, at the Titus County Extension Office, 1708 Industrial Rd., Mt. Pleasant, TX 75455. (See enclosed map.)

Item 1. Call to order.

Item 2. Invocation.


Item 4. Approve the minutes as submitted of the Ark-Tex Council of Governments Executive Committee Meeting held Thursday, January 28, 2016, 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) The City of Sun Valley to authorize the disposal of treated wastewater from the facility located at U.S Highway 82 and Shady Grove Road, Lamar County, Texas, with disposal area being in the same location.

b) City of Como to authorize the discharge of treated wastewater from the facility located on the west side of Carroll Creek, near Farm Road 69 and State Highway 11, Hopkins County, Texas, ultimately to Lake Fork Reservoir.

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

a) West Fraser Wood Products to authorize continued operation of the lumber mill located at 1345 US Highway 82 East, New Boston, Bowie County, Texas.

Item 7. Review and comment on an Environmental Assessment to TCEQ for Renewal and Revision of Federal Operating Permit from Natural Gas Pipeline Company LLC to authorize operation of the Compressor Station 802 located on County Road 24200, Lamar County Texas.

Item 8. Review and comment on an application by ATCOG to the U.S. Department of Agriculture, Rural Development for a Housing Preservation Grant in the amount of $50,000, to be matched with $15,000 in-kind, for a total of $65,000, to assist low and very low income senior citizens with home repairs. (To be presented by staff member Vickie Williamson)

Regular Business

Item 9. Review and consider approval of the Services Agreement between Frontier Associates LLC and ATCOG. (See attachment 1) (To be presented by staff member Vickie Williamson)

Item 10. Review and consider approval of TxDOT External Audit proposed actions. (See attachment 2) (To be presented by Executive Director Chris Brown)
Item 11. 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 3) (To be presented by staff member Sharon Pipes)

Item 12. Review and consider authorizing the Executive Director, as the ATCOG Authorized Official, to submit an application to the Office of the Governor, Criminal Justice Division, for the Purchase of Juvenile Justice Services Project for FY 2017. (See attachment 4) (To be presented by staff member Patricia Haley)

Item 13. Review and consider approval of submission of the following grant proposals to the Texas Department of Transportation (TxDOT). (To be presented by staff member Nancy Hoehn) (See attachment 5) (Full Grant applications available at meeting and upon request)

  a) InterCity Bus (ICB) for FY17 & FY18 extending service and expanding to 7 days per week.
  b) Planning for Mt. Pleasant Deviated-Route evaluation & implementation FY17 & FY18.
  c) Planning for Sulphur Springs FY18 plan final implementation of fixed-route service.
  d) Rural Discretionary for Paris FY17 & FY18 – funds to expand from 8-12 hours per day.
  e) Rural Transportation Assistance Program (RTAP) FY17 & FY18 to evaluate & develop Fleet Management/Maintenance Program.

Item 14. Review and consider approval of the prioritization of projects for the 2016 Homeland Security Grant Program funds as recommended by the ATCOG Homeland Security Advisory Committee. (See attachment 6 – additional handout to be provided at meeting) (To be presented by staff member Mary Beth Rudel)

Other Business

Item 15. Executive Director Report (For information only) (To be presented by Executive Director Chris Brown)

  a) Update on proposal submitted to TDHCA
  b) Update on Grayson/Fannin County operations

Announcements

The next Board of Directors Meeting will be held Thursday, March 25, 2016, at 10:00 a.m., at a location to be determined at a later date. The meeting will be hosted by Honorable Ann Rushing, Mayor, City of Clarksville, in Clarksville, Texas.

The Executive Committee/Board of Directors reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code, Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations); 551.074 (Personnel Matters, must be stated specifically with regard to position) 551.076 (Deliberations about security devices) and 551.087 (Economic Development).

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@atcog.org.
Titus County Extension Services
1708 Industrial Road, Mt. Pleasant, TX 75455
The Executive Committee of the Board of Directors of the Ark-Tex Council of Governments (ATCOG) met at 10:00 a.m., Thursday, January 28, at the Titus County Extension Office, in Mt. Pleasant, Texas.

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


Item 3. Each attendee introduced themselves at this time. At this time, Amber Thurston, Executive Assistant, introduced Yolanda Collins, Area Director, USDA Rural Development. Ms. Collins briefly explained a few programs available in our region & left her contact information for anyone interested in applying for grants.

Item 4. The next order of business was to approve the minutes as submitted of the Ark-Tex Council of Governments Executive Committee meeting held Thursday, October 29, 2015, in Mt. Pleasant, Texas.

Motion to approve was made by Scott Lee, Judge, Franklin County, and seconded by A.M. Benefield, Councilman, Queen City. The minutes were approved as submitted.

**Review and Comment**

Items 5 & 6 were presented simultaneously.

Item 5. Paul Prange, Environmental Resources Coordinator, presented for consideration Environmental Assessments to the Texas Commission on Environmental Quality (TCEQ) for proposed Water Quality Permit Renewal by:

a) The City of New Boston to authorize the discharge of treated wastewater from the plant located at 725 Highway 8, New Boston, Bowie County, Texas, ultimately to Wright Patman Lake.

b) Nalco Company to authorize an increase in the discharge of treated non-contact cooling water from the facility located at 3901 Terry St., Texarkana, Bowie County, Texas, ultimately to Days Creek.

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

a) Diversified Storage Systems, Inc., to authorize the construction of a new facility at the Storage Systems Manufacturing Plant located at 46 Pioneer Parkway, Sulphur Springs, Hopkins County, Texas.

b) Southwestern Electric Power Company to authorize continued operation of the coal handling facility at the Welsh Power Plant, located at 1187 County Road 4865, Pittsburg, Titus County, Texas.

c) Kimberly-Clark Corporation to authorize modifications to and continued operation of the Disposable Diaper and Training Pants Manufacturing Facility located at 2466 Farm Road 137, Paris, Lamar County, Texas.

d) TXI Operations, LP to authorize continued operation of a concrete batch plant located at 2515 West 7th St., Texarkana, Bowie County, Texas.
Motion to approve both items was made by Brian Lee, Judge, Titus County, and seconded by Councilman Benefield. All items were approved.

**Regular Business**

**Item 7.** Mr. Prange presented for consideration approval of equally allocating all solid waste pass-through grant funds to the counties located within the ATCOG region for the FY 2016/2017 Solid Waste Grant Period.

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

**Item 8.** Mr. Prange presented for consideration approval for an application and funding plan to be submitted for Regional Solid Waste Funding for FY 2016 & 2017 through the TCEQ Regional Solid Waste Grant Program.

Motion to approve was made by Bob Thorne, Mayor Pro Tem, City of Daingerfield, and seconded by Councilman Benefield. It was approved.

**Item 9.** Mary Beth Rudel, Public Safety Manager, presented for consideration approval of distribution of 2016 Homeland Security Grant Program funds as recommend by the ATCOG Homeland Security Advisory Committee.

Motion to approve was made by Becky Wilbanks, Judge, Cass County, and seconded by Edwin Pickle, Councilman, City of Paris. It was approved.

**Item 10.** Patricia Haley, Criminal Justice Coordinator, presented for consideration a list of representatives to be approved as reappointments to serve on the Regional Criminal Justice Advisory Committee (RCJAC) through December 31, 2017.

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

**Item 11.** Ms. Haley presented for consideration approval of revisions to the RCJAC policy guidelines, scoring instrument and the local priorities.

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

**Item 12.** Chris Brown, Executive Director, presented for consideration approval of amendment of the Transportation Budget to allow for Fannin/Grayson County Operations.

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

**Item 13.** Mr. Brown presented for consideration ratification of vehicle lease agreement between ATCOG and Texoma Area Paratransit System, Inc. (TAPS).

There was general discussion regarding the length of the agreement and any financial gain for ATCOG. Mr. Brown explained the agreement is set for 90 days, with possible extension depending on the decision from TxDOT.

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

**Item 14.** Mr. Brown presented for consideration approval of amendment of Housing Revenues and Expenditures, including approval of three needed larger expenses.

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

Item 15. Mr. Brown presented an update on the following:

a) Financial Report  
b) 9-1-1 CSEC Financial Compliance and Strategic Plan Amendment  
c) Transportation External Audit, Quarterly Monitoring and Paris Fixed Route System  
d) Committee Meeting Minutes for the Area Agency on Aging, Criminal Justice and Homeland Security Departments.

These items were presented for information only, so no action was taken.

Item 16. Mr. Brown presented for consideration ratification of Administrative Services Agreement between ATCOG and ATRDC.

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

Executive Closed Session

Item 17. At this time, Judge Williamson announced that the Open Session would recess and go into Executive Closed Session to discuss personnel issues as allowed in the Texas Open Meetings Act, Section 551.074, Personnel Matters.

Before recessing, Ms. Thurston advised the Board that she was making reservations for the NADO Washington Policy Conference, if there were any Board members interested in attending.

She also announced that the next Executive Committee meeting would be held on Thursday, February 25, 2016 in the same location and expressed thanks to the Extension Office and Judge Lee for use of the facility. Several Board members expressed interest in continuing to meet in the Extension Office. Ms. Thurston advised she would check the availability for future meetings.

There were no further announcements and the Open Session adjourned at 11:18 a.m.

Open Session

The Executive Committee reconvened in Open Session. Item 17 was for information only, so no action was taken. With no further business, motion to adjourn was made by Judge Newsom and seconded by Councilman Pickle. The meeting was adjourned.

EXECUTIVE COMMITTEE MEMBERS PRESENT
L.D. Williamson, Judge, Red River County  
M.C. (Chuck) Superville, Jr., Judge, Lamar County  
Scott Lee, Judge, Franklin County  
Lynda Munkres, Judge, Morris County  
Robert Newsom, Judge, Hopkins County  
Brian Lee, Judge, Titus County  
Bob Thorne, Mayor Pro Tem, City of Daingerfield  
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, City of Bogata

GUESTS PRESENT
Daniel Alders, Office of U.S. Senator Ted Cruz
Doyce Winchester, TDEM
Robert McGee, Chief of Police, Queen City
Lou Antonelli, Clarksville Times
Glenda Bassham, Sulphur Springs EDC
Jennifer Harland, NETX Workforce
Randy Reed, NETX Workforce
Ki’Ann Richardson, NETX Workforce
April Corbit, NETX Workforce
Yolanda Collins, USDA Rural Development
Susan Thorne, Member of the Public

STAFF PRESENT
Chris Brown, Executive Director
Sharon Pipes, Director of Administration
Mary Beth Rudel, Public Safety Manager
Paul Prange, Environmental Resources Coordinator
Patricia Haley, Criminal Justice Coordinator
Leslie McBride, Human Resources Coordinator
Vickie Williamson, Economic Development Coordinator
Nancy Hoehn, Transportation Coordinator
Amber Thurston, Executive Assistant

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

ATTEST:

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**Project Description:** The City of Sun Valley has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Land Application Permit (TLAP) No. WQ0011413001, to authorize the disposal of treated wastewater at a volume not to exceed a daily average flow of 8,750 gallons per day via evaporation and irrigation on six acres of grassland. The domestic wastewater treatment facility and disposal area are located approximately 2,500 feet north of the intersection of US highway 82 and Shady Grove Road in Lamar County, Texas.

**PROJECT/EA REVIEW:**

Area to be served: Sun Valley, 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 TLAP 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 Sun Valley. 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 introduced into the environment. This facility is in good operational condition and the wastewater disposal area is surrounded by a fence, thereby impeding access to humans and domestic animals.

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 Sun Valley. 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 Sun Valley.
RESOLUTION NO. __________

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED RENEWAL OF TEXAS LAND APPLICATION PERMIT (TLAP) NO. WQ0011413001, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR THE CITY OF SUN VALLEY, LAMAR COUNTY, TEXAS TO AUTHORIZE THE DISPOSAL OF TREATED WASTEWATER AT A VOLUME NOT TO EXCEED A DAILY AVERAGE FLOW OF 8,750 GALLONS PER DAY. THE DOMESTIC WASTEWATER TREATMENT FACILITY AND DISPOSAL AREA ARE LOCATED APPROXIMATELY 2,500 FEET NORTH OF THE INTERSECTION OF US HIGHWAY 82 AND SHADY GROVE ROAD IN THE CITY OF SUN VALLEY, LAMAR COUNTY, TEXAS. THE DISPOSAL AREA CONSISTS OF SIX ACRES OF FENCED IN GRASSLAND LOCATED AT THIS FACILITY.

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 25TH DAY OF FEBRUARY, 2016.

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

ATTEST:

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**Project SAI No:** TX-R-20160211-0002-05  
**Date Received:** 01-03-11  
**Staff Assignment:** Paul Prange

**Applicant:** City of Como, Texas

**Project Description:** The City of Como has applied to the Texas Commission on Environmental Quality (TCEQ) to renew Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0011313001, to authorize the discharge of treated wastewater at a volume not to exceed a daily average flow of 100,000 gallons per day. The domestic wastewater treatment facility is located on the west side of Carroll Creek, approximately 2,400 feet west of the intersection of FM 69 and State Highway 11 in Hopkins County, Texas. The discharge route is from the plant site to Carroll Creek; thence to Coffee Creek; thence to Caney Creek; thence to Lake Fork Creek; thence to Lake Fork Reservoir.

**PROJECT/EA REVIEW:**

**Area to be served:** Como, 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 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 Como. 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 Como. 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 Como, 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. WQ0011313001, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR THE CITY OF COMO, HOPKINS COUNTY, TEXAS TO AUTHORIZE THE DISCHARGE OF TREATED WASTEWATER AT A VOLUME NOT TO EXCEED A DAILY AVERAGE FLOW OF 100,000 GALLONS PER DAY. THE DOMESTIC WASTEWATER TREATMENT FACILITY IS LOCATED ON THE WEST SIDE OF CARROLL CREEK, APPROXIMATELY 2,400 FEET WEST OF THE INTERSECTION OF FM 69 AND STATE HIGHWAY 11 IN HOPKINS COUNTY, TEXAS. THE DISCHARGE ROUTE IS FROM THE PLANT SITE TO CARROL CREEK; THENCE TO COFFEE CREEK; THENCE TO CANEY CREEK; THENCE TO LAKE FORK CREEK; THENCE TO LAKE FORK RESERVOIR.

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 25TH DAY OF FEBRUARY, 2016.

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

ATTEST:
Project SAI No: TX-R-20160201-0001-05  Date Received: 1-25-16  Staff Assignment: Paul Prange

Applicant: West Fraser, Inc.

Project Description: West Fraser, Inc. has applied to the Texas Commission on Environmental Quality for renewal of Air Quality Permit 7286, which would authorize continued operation of the lumber mill located at 1345 US Highway 82 East, New Boston, Bowie County, Texas. The existing facility will emit the following air contaminants: particulate matter including matter with diameters of 10 microns or less and 2.5 microns or less and organic compounds. In addition, the facility will emit the following air contaminants: nitrogen oxides, sulfur dioxide and carbon monoxide.

PROJECT/EA REVIEW:

Area to be served: New Boston, 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 renewal 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 mill. The facility employs approximately 170 citizens who live within our region and provides valuable wood products to consumers throughout the nation. This facility has been in operation since 1980 and was purchased over 8 years ago by West Fraser, Inc. 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 TCEQ has determined that the emissions of air contaminants from this facility will not violate any state or federal air quality regulations and will have no significant adverse impact on soils, vegetation, or visibility.

Do the anticipated accomplishments of the project justify the disruption to the environment? Yes. This plant is currently permitted to produce 275 million board-feet of lumber per year and the “best available control technology” will be used to reduce air contaminants. Any particulate matter generated is trapped by wet scrubbers located within the facility and the disruption of the environment is minimal compared to the benefits provided.

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 Air Quality Permit renewal by West Fraser Inc.
RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE RENEWAL OF AIR QUALITY PERMIT 7286, FOR WEST FRASER, INC., BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY TO AUTHORIZE THE CONTINUED OPERATION OF ITS SAWMILL AND PLANING MILL FACILITY LOCATED AT 1345 US HIGHWAY 82 EAST IN NEW BOSTON, BOWIE 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 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 25TH DAY OF FEBRUARY, 2016

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

ATTEST:
**Project SAI No:** TX-R-20160211-0001-05  
**Date Received:** 02-11-16  
**Staff Assignment:** Paul Prange

**Applicant:** Natural Gas Pipeline Company of America, L.L.C.

**Project Description:** Natural Gas Pipeline Company, L.L.C. has applied to the Texas Commission on Environmental Quality for a renewal and revision of Federal Operating Permit No. O272, to authorize operation of the Compressor Station 802 located as follows: from Paris, go 8 miles south on Hwy 19/24, 2.5 miles west on FM 1184, ¼ mile west on CR 24200, Lamar County, Texas. The purpose of the federal operating permit is to improve overall compliance with the rules governing air pollution control by clearly listing all applicable requirements, as defined in Title 30 Texas Administrative Code. If approved, the permit will codify the conditions under which the area must operate and will not authorize new construction.

**PROJECT/EA REVIEW:**

**Area to be served:** Roxton, 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 completed a technical review of the application. The executive director has recommend issuance of this permit.

**Is the project consistent with state, area wide, and/or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?** Yes. This permit renewal and revision 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 operation of this compressor station. The pipeline is necessary in order to transport compressed natural gas throughout our region. 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. This permit renewal and revision will not authorize any new construction.

**Do the anticipated accomplishments of the project justify the disruption to the environment?** Yes. This permit renewal and revision will allow the transportation of a valuable energy source. The disruption of the environment is minimal compared to the benefits provided.

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

**RECOMMENDED COMMENT:** Staff recommends support of this Federal Operating Permit renewal and revision by Natural Gas Pipeline Company of America, L.L.C.
RESOLUTION NO. __________

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE RENEWAL AND REVISION OF FEDERAL OPERATING PERMIT NO. O272 FOR NATURAL GAS PIPELINE COMPANY OF AMERICA, L.L.C. BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TO AUTHORIZE OPERATION OF COMPRESSOR STATION 802 LOCATED ON COUNTY ROAD 24200 IN ROXTON, LAMAR COUNTY, TEXAS. THE PURPOSE IS TO IMPROVE OVERALL COMPLIANCE WITH THE RULES GOVERNING AIR POLLUTION CONTROL.

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 25TH DAY OF FEBRUARY, 2016.

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

ATTEST:

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ARK-TEX COUNCIL OF GOVERNMENTS
APPLICATION / PROJECT STAFF REVIEW

Project SAI No: TX-R-20160216-0001-05  Date Received: 02/15/2016  Staff Assignment: Vickie Williamson

Applicant: Ark-Tex Council of Governments

Project Title: USDA Housing Preservation Grant

PROJECT DESCRIPTION:

Proposed Activity: Funds would be leveraged with Weatherization grant funds from the utility companies and state funds from DADS to assist low and very low income senior citizens with home repairs such as plumbing, wiring, roof repair, floor repair, etc. Most projects in very low income senior homes require repairs that cannot be funded through either DADS or Weatherization funds. These projects could be completed with the funds in this grant.

Budget:

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Personnel Required:
No additional personnel required

PROJECT REVIEW: (PROVIDE ADEQUATE DETAIL)

Area to be served:
ATCOG’s region – Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Marion, Red River, and Titus counties.

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

Is the project consistent with state, areawide, and / or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?
Yes. This proposal seeks to increase quality of life for low income seniors by ensuring their homes are safe and habitable if they choose to remain at home.

Does the project address a clearly defined need?
Yes. Senior citizens make up approximately 15% of our region’s population and significant numbers or those live in poverty without means to maintain their homes which results in the need for major repairs. Many prefer to continue living in their homes, can’t afford retirement facilities, and do not need the level of care of a nursing home. This project seeks to assist this segment of our population.
<table>
<thead>
<tr>
<th>Question</th>
<th>Answer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Is the project likely to produce any significant adverse effects on the environment?</td>
<td>No</td>
</tr>
<tr>
<td>Are the project’s goals identified, specific, measurable, and achievable?</td>
<td>Yes. The project plans to assist 25 homes, owned and occupied by senior citizens, with plumbing, electrical, roofing, or flooring needs.</td>
</tr>
<tr>
<td>Does the proposal demonstrate a feasible delivery strategy?</td>
<td>Yes. The case workers in the Area Agency on Aging department of ATCOG make regular home visits to assess seniors with various needs as part of their present job description. Therefore, there is a list of seniors needing these types of repairs but no funds have been available. The AAA will determine how to best serve the largest number of homes with the funds available.</td>
</tr>
<tr>
<td>Does the project contribute to a balanced delivery of services among political subdivisions covered by the application?</td>
<td>Yes. The project seeks to include the entire ATCOG region.</td>
</tr>
<tr>
<td>Do the anticipated accomplishments of the project justify the amount of funds requested? (Cost / Benefit Analysis)</td>
<td>Yes. The overall objective is to repair as many homes as feasible. AAA at ATCOG will work with contractors to determine the maximum project amount for each home and determine the most cost effective repairs.</td>
</tr>
<tr>
<td>Does the applicant’s prior performance indicate high probability that the proposed objectives will be accomplished?</td>
<td>Yes. ATCOG is very experienced in grant administration including EDA Planning Grants, EDA Infrastructure Grants, TxCDBG grants, TxCDBG STEP grants, Disaster and FEMA grants. In addition, ATCOG operates several regional programs including Area Agency on Aging, HUD, 911, Homeland Security, Transportation, EPA, and Economic Development.</td>
</tr>
</tbody>
</table>

**Additional Information:**

**STAFF RECOMMENDATIONS:**

Staff recommends a favorable review.
RESOLUTION NO. ______________

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON AN APPLICATION BY ARK-TEX COUNCIL OF GOVERNMENTS TO THE DEPARTMENT OF AGRICULTURE, RURAL HOUSING SERVICE FOR A GRANT IN THE AMOUNT OF $50,000.00, TO BE LEVERAGED WITH FUNDS FROM WEATHERIZATION GRANTS OFFERED BY VARIOUS UTILITY COMPANIES AND STATE FUNDS OFFERED BY DEPARTMENT OF AGING AND DISABILITY SERVICES, FOR HOME REPAIRS, WEATHERIZATION, AND INSTALLATION OF SAFETY EQUIPMENT FOR REGIONAL SENIOR CITIZEN HOMEOWNERS.

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

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

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

Section 1 - That the submission of an application by Ark-Tex Council of Governments to the Department of Agriculture, Rural Housing Service, for a grant in the amount of $50,000.00, to be leveraged with funds from Weatherization Grants and State funds from Texas Department of Aging and Disabilities Services, to fund home repairs, weatherization, and installation of safety equipment for homes owned and occupied by senior citizens in our region has been reviewed by the Board of Directors and can reasonably be expected to become part of the overall regional plan.

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

REVIEWED THIS 25th DAY OF FEBRUARY, 2016.

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

ATTEST:
SERVICES AGREEMENT
BETWEEN
FRONTIER ASSOCIATES LLC AND ARK-TEX COUNCIL OF GOVERNMENTS

This consulting agreement is between Frontier Associates LLC, a Texas Limited Liability Company, (Frontier, Company) and Ark-Tex Council of Governments (ATCOG, AGENCY).

Whereas, Frontier has been engaged by AEP Texas Central Company, a Texas corporation, (TCC) to assist with delivery of energy efficiency services to certain income-qualified TCC customers; and

Whereas, Frontier has an existing contract with TCC (the “Contract”); and

Whereas, Frontier desires to obtain from AGENCY the services described herein and in the Scope of Work, attached to this Agreement (“Agreement”) as Appendix A, and AGENCY desires to provide such services:

THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **Scope of Services.** AGENCY will provide services (the “Authorized Work”) to Frontier with respect to Frontier’s obligations under the Agreement, as described in Appendix A, Scope of Work. The Scope of Work may be modified during the term of this Agreement, based on changes to the Contract between TCC and Frontier. If the Scope of Work is modified, the AGENCY will have the option to continue providing services under the terms of the revised Scope of Work and this Agreement, or may terminate this Agreement, in accordance with Section 6b.

2. **Term.** The term of this Agreement shall terminate on December 31, 2016, unless extended per mutual written consent by Frontier and AGENCY. All Authorized Work shall be completed by November 30, 2016, unless a modified timetable is agreed to in writing by both parties.

3. **Independent Contractor and Subcontractors.** AGENCY shall be fully responsible for all acts and omissions of its Personnel and its Subcontractors, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with Agreement requirements. Frontier shall not be responsible for the payment of any sums to any of the AGENCY’s subcontractors or suppliers.
4. **Standards, Codes, Laws And Regulations.** AGENCY shall comply with all applicable laws, rules, regulations, codes and standards of all federal, state, local and municipal Governmental Authority having jurisdiction over the Work covered by this Agreement.

   a. AGENCY shall ensure that all permits, governmental fees and licenses necessary for proper execution and completion of the Work unless otherwise specified in the Agreement Documents are secured.

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

   a. the failure, refusal or inability of the AGENCY to perform any material aspect of the Authorized Work in accordance with the Scope of Work (except as specified in Section 22, "Force Majeure"); or

   b. AGENCY has become insolvent, has exhibited a pattern of failure to pay its bills, or has had checks for payment of its bills returned from suppliers and subcontractors due to insufficient funds; or

   c. a court of law has enjoined AGENCY from performing the Authorized Work; or

   d. In Frontier's reasonable judgment, the Authorized Work will not be completed within the specified time and/or budget and Frontier has reasonably requested AGENCY to take steps necessary to accomplish the required progress and completion and/or cost containment, and AGENCY has failed to do so; or

   e. AGENCY has misused the corporate name, brand, or logo associated with TCC or Frontier Associates.
6. **Termination for Convenience.** Notwithstanding anything to the contrary, Frontier reserves the right to terminate or suspend this contract at any time, for any reason. If, however, after consulting with Frontier, it is AGENCY’s opinion that any of the Work is in a state such that interruption thereof would result in substantially increased costs upon resumption of the Work, AGENCY, with Frontier's written concurrence, may complete that portion of the Work.

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

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

7. **Reporting.** AGENCY will provide data and draft materials for inclusion in periodic progress reports. The following supporting documentation is required to substantiate Agreement expenditures:

   a. Summary of completed weatherized homes, submitted through Frontier’s online reporting systems.

   b. Copies of signed Customer Certification forms, Income Verification forms and NEAT audit report forms, uploaded to the Program database.

   c. Other Direct Costs. All AGENCY costs shall be recovered as weatherization and allowable repair expenses, unless previously approved in writing as an authorized non-weatherization expense.

8. **Payment.** Frontier shall reimburse AGENCY for actual costs incurred in the performance of the Authorized Work, plus an administrative fee of eight percent.
(8%). For the initial term specified in Section 2.0, the AGENCY will be allocated $90,000 in funding to perform Authorized Work under the terms of this Agreement. This allocation is subject to the AGENCY’s ability to expend allocated funds in a consistent and timely manner. Frontier reserves the right to reduce any or all of the allocated funds due to untimely expenditure of funds or non-compliance with any term or terms of this Agreement. Frontier also reserves the right to reduce or cancel any of the allocated funds if the Contract Term or other terms of Frontier’s Contract with TCC are modified. Upon the timely expenditure of the funds initially allocated to AGENCY, Frontier may allocate additional funding to AGENCY for Authorized Work under the terms of this Agreement. Frontier will make advance payments for Authorized Work upon receipt of properly-completed work orders submitted via the on-line database. Frontier will attempt to make these advance payments within ten days of work order submittal. AGENCY will have 45 days from the date the work order was submitted to complete Authorized Work for each work order and update installation information via the on-line database. Any amounts over or underpaid to AGENCY based on the difference between Authorized Work on a work order and actual work performed will be subject to reconciliation on the next work order, or in the case of work completed near the end of Agreement Term, within 30 days. Timely reimbursement of costs is contingent on AGENCY’s submitting work orders, invoices and supporting documentation.

9. Milestones. As a benchmark for determining the AGENCY’s ability to expend allocated funds in a timely manner, the following performance milestones shall be set:

a. As of May 16, 2016, the total amount spent and/or encumbered should be equal to at least 25 percent of the allocated amount referenced in the above paragraph.

b. As of August 1, 2016, the total amount spent and/or encumbered should be equal to at least 50 percent of the allocated amount referenced in the above paragraph.

c. As of September 30, 2016, the total amount spent and/or encumbered should be equal to at least 75 percent of the allocated amount referenced in the above paragraph.
10. **Maximum Payment per Home.** The maximum payment, inclusive of all AGENCY costs for work performed under this Agreement is $6,500 per home.

11. **Unanticipated Costs.** Each party shall be separately responsible for any unanticipated fees, taxes, or costs necessary for the completion of that party’s scope of work.

12. **Warranty.** AGENCY warrants that all work be performed in a good and workmanlike manner using material of suitable quality.

13. **Inspection.** All Work performed by AGENCY shall be subject to the inspection and approval of TCC, Frontier, or their authorized representatives after project completion, but such approval shall not relieve AGENCY of responsibility for the proper performance of the Work. AGENCY shall provide sufficient, safe and proper facilities at all times for such inspection of the Work and shall furnish all information concerning the Work and grant Frontier or its duly authorized representative free access at all reasonable times to AGENCY’s facilities where the Work under this Agreement is performed.

14. **Records and Audit.** AGENCY’s books, records, correspondence, accounting procedures and practices and any other supporting evidence relating to this Agreement (all of the foregoing hereinafter referred to as "Records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by Frontier or its authorized representative to the extent necessary to adequately permit evaluation and verification of customer eligibility forms, income documentation, customer agreement, or certification forms, or of any invoices, payments or claims based on AGENCY’s actual costs incurred, or units expended, directly in the performance of the Work under this Agreement. Frontier or its authorized representative shall have access to said Records from the effective date of this Agreement, for the duration of the Work and until three (3) years after the date of final payment by Frontier to AGENCY pursuant to this Agreement.

15. **Use of Name.** AGENCY may not use TCC’s or Frontier’s corporate name, trademark, trade name, logo, identity or any affiliation for any reason, including soliciting customers for participation in its project, without TCC’s or Frontier’s prior written consent.
16. **Publicity.** Information relating to this Agreement may be released for publication and/or advertising only with the prior written approval of Frontier. AGENCY is expressly prohibited from using TCC’s or Frontier’s name in any publication, advertising, or promotion without written approval TCC’s and Frontier’ prior written consent.

17. **Indemnity.** AGENCY agrees to defend, hold harmless and indemnify Frontier and TCC, their officers, directors, employees, agents and independent contractors, and each of TCC’s affiliates and each of their respective officers, directors, employees, agents and independent contractors (Company Group) from all claims, damages or causes of action by AGENCY, AGENCY’s employees and any other person or entity arising in any way from this contract or Work performed hereunder.

18. **Certification.** Prior to conducting any assessments, AGENCY shall submit to Frontier for its review and approval the name of the person or persons who will be performing assessments, along with proof of qualifying certification. Below is a list of the certifications and certifying organizations that shall be considered to be qualifying.

   i. HERS Rater: Residential Energy Services Network (RESNET) □
   HESP (Home Energy Service Professional): RESNET □ Energy
   Smart Contractor: RESNET □ Building Analyst Professional:
   Building Performance Institute (BPI) □ Building Envelope
   Professional: BPI

   Additional types of certification and/or summary statement of qualifications may be considered for approval at the sole discretion of Frontier.

19. **Insurance.** Prior to beginning any services, AGENCY shall submit to Frontier, Certificates of Insurance evidencing the coverages listed by the AGENCY in its application. The insurance coverages set forth in AGENCY’s application shall be maintained during the term of this agreement, and for coverages provided on a claims-made basis, for a period of not less than six months from the termination date of this agreement.
20. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Frontier:                      Agency:
Jay Zarnikau                  Chris Brown
President                     Executive Director
Frontier Associates LLC       Ark-Tex Council of Governments
1515 S Capital of Texas Hwy   4808 Elizabeth
Ste. 110                      Texarkana, TX 75503
Austin, TX 78746-6544

Such information may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

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

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

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

24. **Applicable Law.** This Agreement shall be governed by the laws of the State of Texas, without application of its conflict of laws provisions. Venue shall lie exclusively in the state courts of Travis County, Texas, unless such cause of action is within the jurisdiction of the Public Utility Commission of Texas (PUCT), in which case the proper venue and jurisdiction will be at the PUCT.
25. **Assignment Prohibited.** This Agreement may not be assigned without the written consent of Frontier. Arrangements between AGENCY and subcontractor or subcontractors which result in the assumption of substantial contractual obligations by the subcontractor shall be considered as an assignment, and shall be subject to the provisions of this paragraph.

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

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

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

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

AGREED as of ______________, 2016.

**FRONTIER ASSOCIATES LLC**

By: __________________________
Name: Jay Zarnikau
Title: President
Service Agreement

**ATCOG**

By: __________________________
Name: Chris Brown
Title: Executive Director

__________________________
2/10/2016
APPENDIX A

SCOPE OF WORK

1.0 Referenced Agreement. All Work shall be accomplished in accordance with the weatherization services agreement between Frontier Associates LLC, a Texas Limited Liability Company, (Frontier) and participating agency (AGENCY).

2.0 Customer Outreach and Eligibility Determination. Agency will utilize its own resources to identify eligible customers, and shall verify income eligibility using eligibility verification procedures outlined in Texas Administrative Code (TAC) Rules for Energy Assistance Programs. When possible, agency will also screen for ineligibility conditions listed in section 4.0 before scheduling an on-site assessment. The target market for the program includes income-eligible, individually-metered, single and multifamily residential customers of AEP Texas Central Company. Agency will verify that the customer premise is in the electric distribution service territory of AEP Texas Central Company by obtaining the ESJ ID or meter ID number from the customer and inputting this number into the program database.

3.0 Assessments. For customers determined to be eligible using the procedures outlined in Section 2.0, Agency shall conduct an assessment using the National Energy Audit Tool (NEAT audit) to determine the applicability and Savings-to-Investment (SIR) ratio for the following energy efficiency measures:

3.1 Attic insulation
3.2 Wall insulation
3.3 Energy Star® LED lights
3.4 Solar screens
3.5 Replacement Energy Star® central air conditioners and heat pumps
3.6 Replacement Energy Star® refrigerators in multi-family units only
3.7 Water heating measures (for electric water heaters)
3.8 Air infiltration control measures
3.9 Duct sealing

This assessment will include a blower door and duct blaster test wherever applicable. As part of the assessment, the Agency is responsible for verifying that the health and safety of customers will not be impacted by the installation of any of the above measures. This may include, but is not limited to, verifying pre- and post-installation carbon monoxide levels and pre- and post-installation ventilation rates.

4.0 Assessment Fee. The fee for conducting assessments shall be as follows:

<table>
<thead>
<tr>
<th>Assessment Type</th>
<th>Assessment Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single-family NEAT with blower door and duct blaster</td>
<td>$375</td>
</tr>
<tr>
<td>Assessment Type</td>
<td>Assessment Fee</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>Same as above with no duct blaster:</td>
<td>$275</td>
</tr>
<tr>
<td>Multifamily with NEAT and blower door, but no duct blaster:</td>
<td>$225</td>
</tr>
<tr>
<td>Multifamily with NEAT-based priority list:</td>
<td>$100</td>
</tr>
</tbody>
</table>

The above fee schedule is inclusive of all costs, including travel and any other related expenses. Only assessments conducted on eligible customer homes are eligible for payment. Homes with any of the following conditions will not be eligible for weatherization services:

- Any mold present
- Tarp on roof or obvious roof damage
- Sheet rock missing in ceiling
- Severe foundation problems
- Non-working plumbing, e.g., toilets
- Red-tagged gas appliances

Agency shall make every attempt to screen for these conditions prior to scheduling an assessment. In the event the customer does not disclose any of these conditions and the assessor determines after inspecting the home that the home is not eligible due to one or more of the above conditions, Agency will be eligible for a $75 payment. If this fee is paid for a home that subsequently is repaired and becomes eligible, the $75 will be deducted from any future assessment fee payment for that home.

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

6.0 **Work Order Submittal.** Agency shall submit work orders via the program database. Work orders shall consist of a list of homes for which an assessment has been completed, including installation cost and savings estimates.

7.0 **Work Order Payment.** Frontier shall provide payment to Agency for properly-submitted work orders. Work order payment shall include payment for the assessment, plus estimated installation costs for program measures, including the Agency administration fee.

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

9.0 Installation Reporting. Agency shall update installation data using the Program database for each home as soon as measures are installed. In addition to updating the installation data, Agency shall upload a copy of the Customer Certification Form, a copy of the Income Verification Form, and a copy of the NEAT audit report.

10.0 Agency Administration Fee. The Agency's administration fee is eight percent (8%) of the measure installation costs.

11.0 Reconciliation of Work Order Payment. Frontier shall reconcile the total amount due on the work order against any adjustments to amounts payable for previous work orders. Any amount previously over or under paid shall be credited against or added to the amount requested on the current work order, or in the case of work completed near the end of Agreement Term, within thirty (30) calendar days.
ITEM 10:

Review and consider approval of TxDOT External Audit proposed actions.

BACKGROUND:

TxDOT Public Transportation Division (PTN) initiated an audit of five public transportation sub recipients to determine compliance as stated in the master and project grant agreements. In our conversations with the audit team, they relayed the focus was to determine if procedures were being followed as stated in the grant agreements. Their job was to simply report to TxDOT based on the content of those agreements.

DISCUSSION:

The attached Management Letter shows two areas for ATCOG consideration. In seeking additional direction from our local PTN, we were advised to continue our current practices until TxDOT could review and give further instructions.

RECOMMENDATION:

Follow our local TxDOT PTN recommendations until official instructions are received from TxDOT.
February 12, 2016

Chris Brown, Executive Director
Ark-Tex Council of Governments
4808 Elizabeth St.
Texarkana, Texas 75503

Dear Mr. Brown,

We have completed our audit of Ark-Tex Council of Governments (ATCOG) as part of our audit of public transportation subrecipients of the Texas Department of Transportation (TxDOT). This letter contains the audit results specific to ATCOG and is provided as a detailed supplement to the overall audit report that accompanies this letter.

Our audit covered request for reimbursements (RFR) submitted to TxDOT between September 1, 2014 and August 31, 2015. We selected 25 detailed transactions over five RFRs. Documentation provided to support RFRs was sufficient to determine the allowability of costs. Cost allocation methods used to derive costs were sufficiently supported. However, we provide the following issues for your consideration and follow-up.

1. ATCOG has appropriate processes to ensure RFRs were sufficiently supported; however, processes were not sufficient to fully ensure compliance with the master and project grant agreements. Specifically, ATCOG did not always ensure that invoices were included on an RFR within 45 days of the invoice date.

   For five transactions (29% of the 17 transactions tested to which this attribute applied), the invoice was included on an RFR more than 45 days from the date of the invoice. These transactions represent $3,054 (4%) of the $83,717 tested and were included on an RFR an average of 76 days after the invoice date.

   Article 2 section C of the MGA states:

   The Transit Provider may submit requests for reimbursement to the State [TxDOT] no more frequently than monthly and no later than forty-five (45) days after the date of the invoices submitted for reimbursement.
In accordance with Texas Uniform Grant Management Standards, TxDOT may impose sanctions for noncompliance with the terms of a grant award, including disallowing all or part of the transactions not in compliance, suspending or terminating an award, and withholding further awards for the program. As a result, ATCOG may be required to repay the $3,054 identified above that is associated with the following federal programs:

<table>
<thead>
<tr>
<th>Federal Program</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>5304 – Planning</td>
<td>$1,529</td>
</tr>
<tr>
<td>5310 – Enhanced Mobility of Seniors &amp; Individuals with Disabilities</td>
<td>135</td>
</tr>
<tr>
<td>5311 – Rural Public Transportation</td>
<td>1,266</td>
</tr>
<tr>
<td>5311(f) – Intercity Bus</td>
<td>123</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$3,054</strong></td>
</tr>
</tbody>
</table>

ATCOG should develop and document processes for preparing and submitting RFRs that ensure invoices are submitted within the timeframes established by the master grant agreement.

2. ATCOG used discounts from vendors as local match for grant projects that require a local match, which does not meet federal requirements for allowable matching funds. Accounting personnel stated that when questioned about the process, TxDOT Public Transportation Division (PTN) personnel told her to have the vendor mark the amount a “donation” instead of a discount. Auditors observed “donations” included on several invoices tested and the “in kind” transactions in the general ledger. Auditors tested a $190 transaction in one RFR and verified that it was a vendor discount.

Code of Federal Regulations (CFR), Title 2, Subtitle A, Chapter II, Part 225, Appendix A, Section C.1. states, “To be allowable under Federal awards, costs must … be the net of all applicable credits.” If a discount is used to reduce an allowable expense, it may not also be used for local match.

Rules 31.17 and 31.31 (applicable to federal section 5316 and 5310 grants, respectively) of the Texas Administrative Code, Title 43, Part 1, Chapter 31, Subchapter C state that the use of in-kind contributions as local match must have the prior approval by TxDOT. During the audit, PTN management confirmed to the audit team that a discount is not an allowable source for matching funds of any kind.
Discounts reported as “in-kind contributions” are not allowable; therefore, ATCOG must demonstrate it has met its local match requirements with other sources. If it does not meet its local match requirements for an award, ATCOG is required to repay all funds received from that award.

ATCOG should develop and implement processes to ensure that all of its local match sources are allowable under federal guidelines and are included in the grant application for approval by the awarding agency.

Thank you and your staff for your cooperation during our audit. If you have any questions or concerns, please contact me (tony.rose@txdot.gov or 512-302-2443) or Anne Hoel (anne.hoel@txdot.gov or 512-302-2490).

Tony Rose
Director, External Audit and Advisory Services Section
Compliance Office

cc: ATCOG Executive Committee
    Eric Gleason, Director, Public Transportation Division, TxDOT
    Kristin Alexander, Director, Compliance Office, TxDOT
External Audit Report

An Audit of Selected Public Transportation Subrecipients

TxDOT Compliance Office
Objective
An audit of the expenditure transactions of selected public transportation subrecipients to determine if costs submitted to the Texas Department of Transportation (TxDOT) on requests for reimbursement (RFRs) are supported by sufficient documentation and allowable per the master and project grant agreements.

Overall Conclusion
Overall, subrecipients provided documentation sufficient to determine that costs on RFRs were allowable per the master and project grant agreements.

Auditors identified $10,912 in grant payments that subrecipients should reimburse to TxDOT for questioned costs in the following federal programs:

<table>
<thead>
<tr>
<th>Federal Program</th>
<th>Transaction Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5311 – Rural Public Transportation</td>
<td>$ 80</td>
</tr>
<tr>
<td>5316 – Job Access and Reverse Commute</td>
<td>10,832</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 10,912</strong></td>
</tr>
</tbody>
</table>

Auditors also identified an additional $138,612 in noncompliant transactions that subrecipients may be required to repay under state grant management regulations, in the following federal programs:

<table>
<thead>
<tr>
<th>Federal Program</th>
<th>Transaction Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5304 – Planning</td>
<td>$ 2,474</td>
</tr>
<tr>
<td>5310 – Enhanced Mobility of Seniors &amp; Individuals with Disabilities</td>
<td>111,420</td>
</tr>
<tr>
<td>5311 – Rural Public Transportation</td>
<td>24,595</td>
</tr>
<tr>
<td>5311(f) – Intercity Bus</td>
<td>123</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 138,612</strong></td>
</tr>
</tbody>
</table>

Details and suggested best practices are noted in the Results section below.

Scope
This audit was performed by Shauntee’ Dobbins, Tasha Foote, and Anne Hoel (Engagement Lead). The scope of the audit was RFRs submitted by the selected subrecipients to TxDOT between September 2014 and August 2015. The audit was conducted from November through December 2015.

Methodology
Auditors performed a risk assessment on 96 subrecipients that received federal pass-through grant funds from TxDOT’s Public Transportation Division (PTN) during the scope of the audit. Risk factors considered included whether the subrecipient provided full or streamline (partial) documentation for RFRs, the number of reimbursement transactions the subrecipient had, and the total dollar amount reimbursed. Five subrecipients were selected for audit:

- Ark-Tex Council of Governments
- Colorado Valley Transit District
An Audit of Selected Public Transportation Subrecipients February 2016

• East Texas Council of Governments
• Hill Country Transit District, and
• South East Texas Regional Planning Commission

The methodology used to complete this audit included:
• Gaining an understanding of each subrecipient’s financial processes.
• Reviewing grant agreements.
• Conducting interviews with subrecipient staff.
• Reviewing subrecipient policies and procedures, federal statutes, and state administrative rules.
• Performing selected tests and other procedures and analyzing and evaluating the results of those tests.

For each subrecipient, auditors judgmentally selected a sample of five RFRs from the population of RFRs submitted to TxDOT during the scope period. For RFRs containing five or fewer individual transactions, auditors tested all transactions. For RFRs with more than five individual transactions, auditors tested a sample of five transactions, obtaining a cross-section of budget categories.

Auditors tested the selected transactions for the following requirements:
• Payment of invoices before the related cost was submitted for reimbursement as required by the master grant agreement.
• Submission of invoice within 45 days from the date of the invoice as required by the master grant agreement.
• Retention/availability of sufficient support for costs submitted for reimbursement, per the master and project grant agreements.
• Allocation of costs in accordance with an established cost allocation plan and with accurate amounts included on the RFR.

Auditors also tested the RFRs to ensure that the sum of the transaction amounts included in supporting accounting documents provided by the subrecipient matched the total amount on the RFR.

Background
This audit was prepared for the Texas Transportation Commission, TxDOT Administration, PTN, and each selected subrecipient. This audit was included in the fiscal year 2015 Audit Plan and was carried over to the fiscal year 2016 work plan.

Federal pass-through grant funds received by these subrecipients were managed by PTN for public transportation programs. The appendix on page 7 includes additional information on these subrecipients such as counties served, federal programs operated, and program funding provided by TxDOT.

We conducted this audit in accordance with Generally Accepted Government Auditing Standards and in conformance with the International Standards for the Professional Practice of Internal Auditing. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and
conclusions based on our audit objectives. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions on our audit objectives.

Results
The information below represents the collective results for the five subrecipients selected for audit. Overall, auditors selected 118 transactions for testing, which totaled $1,193,037. Results specific to each subrecipient have been communicated to each subrecipient in a separate management letter.

1. Subrecipients provided sufficient supporting documentation for all transactions selected for testing except that one subrecipient was not able to provide sufficient supporting documentation for one RFR. For this RFR, the complete electronic documentation could not be located, so auditors did not test the related seven transactions totaling $10,832 (1% of the total amount selected for testing).

Section 4A of Attachment A in each subrecipient’s Master Grant Agreement (MGA) with TxDOT states that supporting documentation should be maintained “… intact and readily accessible … during the course of the Project and for four years thereafter.”

2. One of the transactions tested contained an unallowable cost: a late fee of $80. All other transactions tested were allowable per the project grant agreements.

Table 1 below contains a summary of the questioned costs from items 1 and 2 above by federal program that subrecipients should reimburse to TxDOT.

<table>
<thead>
<tr>
<th>Federal Program</th>
<th>Transaction Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5311 – Rural Public Transportation</td>
<td>$ 80</td>
</tr>
<tr>
<td>5316 – Job Access and Reverse Commute</td>
<td>$10,832</td>
</tr>
<tr>
<td>Total</td>
<td>$10,912</td>
</tr>
</tbody>
</table>

3. Testing found that while subrecipients complied with certain terms of the MGA and each had documented procedures for grant compliance, those procedures were not sufficient to ensure full compliance with the MGA. 18 (16%) of the 111 transactions tested, totaling $138,612, had an exception. These exceptions were:

a. For 16 transactions totaling $106,871 (9% of the $1,171,496 tested) the subrecipient did not request reimbursement within 45 days from the date of the invoice. These transactions represent 17% of the transactions tested to which this requirement applied.

b. For two transactions (2% of the transactions tested to which this requirement applied) totaling $31,741 (3% of the $1,165,000 tested), one subrecipient did not pay the vendor prior to requesting reimbursement from TxDOT.

The other four subrecipients submitted RFRs in accordance with the MGA. Article 2, paragraph G of the MGA states that “this agreement provides for reimbursement of costs that have already been incurred, and it is the expectation
of the State [TxDOT] that all subcontractors and vendors will have been paid before a request for reimbursement is submitted.”

Table 2 below contains a summary of the amounts by federal program that may be disallowed under state grant management standards. These amounts are not included in Table 1.

<table>
<thead>
<tr>
<th>Federal Program</th>
<th>Transaction Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>5304 – Planning</td>
<td>$2,474</td>
</tr>
<tr>
<td>5310 – Enhanced Mobility of Seniors &amp; Individuals with Disabilities</td>
<td>111,420</td>
</tr>
<tr>
<td>5311 – Rural Public Transportation</td>
<td>24,595</td>
</tr>
<tr>
<td>5311(f) – Intercity Bus</td>
<td>123</td>
</tr>
<tr>
<td>Total</td>
<td>$138,612</td>
</tr>
</tbody>
</table>

4. One subrecipient was using vendor discounts as local match for grant projects that require a local match, which does not meet federal requirements for allowable matching funds. For one RFR, $3,407 (4% of the dollar value of the RFR) was identified as in-kind match and the subrecipient asserted that this was all vendor discounts. Auditors tested a $190 transaction in this RFR and verified that it was a vendor discount. The other four subrecipients were not using vendor discounts as local match.

The Code of Federal Regulations (CFR), Title 2, Subtitle A, Chapter II, Part 225, Appendix A, Section C.1. states, “To be allowable under Federal awards, costs must ... be the net of all applicable credits.” If a discount is used to reduce an allowable expense, it may not also be used for local match.

Discounts reported as “in-kind contributions” are not allowable; therefore, the subrecipient must demonstrate it has met its local match requirements with other sources. If it does not meet its local match requirements for an award, the subrecipient will be required to repay all funds received from that award.

5. All five subrecipients had a written cost allocation methodology and/or an approved indirect cost rate. Auditors were able to verify all allocated transactions selected for testing ($1,193,037).

Best Practices. Auditors reviewed a variety of policies and procedures and observed written and unwritten processes employed by the audited subrecipients. Below is a suggested list of best practices subrecipients should consider implementing:

- Develop and maintain written procedures and a process for completing and submitting RFRs.

- Maintain and organize complete documentation for each RFR in separate folders or binders for reference. Key documentation should include:
  - RFR
  - General ledger (summary & detail)
  - Cost allocation work papers
- Invoices
- Payroll summary
- Time sheets
- Canceled checks/check registry/bank statement
- Any correspondence in relation to the RFR

- Document allocation methodology and procedures in writing and document cost allocations through a spreadsheet or the accounting system.

- Clearly document corrections and/or exceptions in the supporting documentation.

- Establish account codes in the accounting system so that expenses may be identified by grant.
Appendix

This Appendix shows general information about the subrecipients audited, including the types of federal programs provided by each.

<table>
<thead>
<tr>
<th>Location</th>
<th>Year Established</th>
<th>Number of Counties Served</th>
<th>Accounting Software</th>
<th>Amount Reimbursed by TxDOT During Audit Scope</th>
<th>Number of Transactions Selected for Testing and Total Amount</th>
<th>Federal Public Transportation Program Participation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ark-Tex Council of Governments</td>
<td>1989</td>
<td>9</td>
<td>Fund Ware</td>
<td>$2,037,982</td>
<td>25</td>
<td>Sec. 5304 – Planning X Sec. 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities X Sec. 5311 – Rural Public Transportation X Sec. 5311b – Rural Transportation Assistance Program X Sec. 5311(F) – Intercity Bus X Sec. 5316 – Job Access and Reverse Commute X Sec. 5317 – New Freedom X Sec. 5339 – Bus and Bus Facilities Program X</td>
</tr>
<tr>
<td>Colorado Valley Transit District</td>
<td>1986</td>
<td>4</td>
<td>QuickBooks</td>
<td>$1,500,737</td>
<td>36</td>
<td>X</td>
</tr>
<tr>
<td>East Texas Council of Governments</td>
<td>1970</td>
<td>14</td>
<td>MIP</td>
<td>$2,184,415</td>
<td>17</td>
<td>X X X X X X</td>
</tr>
<tr>
<td>Hill Country Transit District</td>
<td>1960</td>
<td>9</td>
<td>MIP</td>
<td>$2,013,853</td>
<td>19</td>
<td>X X X X X X</td>
</tr>
<tr>
<td>South East Texas Regional Planning Commission</td>
<td>1970</td>
<td>3</td>
<td>MIP</td>
<td>$873,360</td>
<td>21</td>
<td>X X X X X X</td>
</tr>
<tr>
<td>Location</td>
<td>Year Established</td>
<td>Number of Counties Served</td>
<td>Accounting Software</td>
<td>Amount Reimbursed by TxDOT During Audit Scope</td>
<td>Number of Transactions Selected for Testing and Total Amount</td>
<td>Federal Public Transportation Program Participation</td>
</tr>
<tr>
<td>Texarkana</td>
<td>1989</td>
<td>9</td>
<td>Fund Ware</td>
<td>$2,037,982</td>
<td>25</td>
<td>Sec. 5304 – Planning X Sec. 5310 – Enhanced Mobility of Seniors and Individuals with Disabilities X Sec. 5311 – Rural Public Transportation X Sec. 5311b – Rural Transportation Assistance Program X Sec. 5311(F) – Intercity Bus X Sec. 5316 – Job Access and Reverse Commute X Sec. 5317 – New Freedom X Sec. 5339 – Bus and Bus Facilities Program X</td>
</tr>
<tr>
<td>Columbus</td>
<td>1986</td>
<td>4</td>
<td>QuickBooks</td>
<td>$1,500,737</td>
<td>36</td>
<td>X</td>
</tr>
<tr>
<td>Kilgore</td>
<td>1970</td>
<td>14</td>
<td>MIP</td>
<td>$2,184,415</td>
<td>17</td>
<td>X X X X X X</td>
</tr>
<tr>
<td>San Saba</td>
<td>1960</td>
<td>9</td>
<td>MIP</td>
<td>$2,013,853</td>
<td>19</td>
<td>X X X X X X</td>
</tr>
<tr>
<td>Beaumont</td>
<td>1970</td>
<td>3</td>
<td>MIP</td>
<td>$873,360</td>
<td>21</td>
<td>X X X X X X</td>
</tr>
</tbody>
</table>

Locations: Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River, Titus; Austin, Colorado, Waller, Wharton; Anderson, Camp, Cherokee, Gregg, Harrison, Henderson, Marion, Panola, Rains, Rusk, Smith, Upshur, Van Zandt, Wood; Bell, Coryell, Hamilton, Lampasas, Llano, Milam, Mills, Mason, San Saba; Hardin, Jefferson, Orange.
Subject: FW: Invoices

From: Sonya Hudson [mailto:Sonya.Hudson@txdot.gov]
Sent: Thursday, February 04, 2016 7:47 AM
To: Tammy Jones
Subject: RE: Invoices

Yes okay to pay. Keep doing as you are.........45 days from the last day of the month.

---

Texas Department of Transportation

Sonya D. Hudson
Public Transportation Coordinator
Public Transportation Division (Atlanta District)
701 East Main
Atlanta, TX 75551
Ph – (903) 799-1310
Fax – (903) 799-1313
Sonya.Hudson@txdot.gov

---

From: Tammy Jones [mailto:tjones@atcog.org]
Sent: Wednesday, February 03, 2016 4:05 PM
To: Sonya Hudson
Subject: RE: Invoices

Sonya,

If we start counting from the date ATCOG pays the vendor and from that date stay within 45 days. Then if we pay an invoice on January 1, 2016 we have to do the RFR by February 15,2016 for January. Instead of what we have been doing which is 45 days from the last day of the month?

I’m confused on this

Tammy Jones
Accounting Specialist
Phone (903) 832-8636
Fax (903) 793-0420

---

From: Sonya Hudson [mailto:Sonya.Hudson@txdot.gov]
Sent: Wednesday, February 03, 2016 3:59 PM
To: Tammy Jones
Subject: RE: Invoices

Tammy,

The definition of an incurred cost is the date ATCOG pays the invoice. I do not think it matters when the service was done or the vendor invoice is past 45 days. So start counting at the date ATCOG’s pays/paid the vendor and from that date stay within the 45 days.

Hope this helps!

Sonya D. Hudson
Public Transportation Coordinator
Public Transportation Division (Atlanta District)
701 East Main
Atlanta, TX 75551
Ph – (903) 799-1310
Fax – (903) 799-1313
Sonya.Hudson@txdot.gov

From: Tammy Jones [mailto:tjones@atcog.org]
Sent: Wednesday, February 03, 2016 11:39 AM
To: Sonya Hudson
Subject: Invoices

Sonya,

I received an invoice for an oil change on the Trolley dated 9/11/15 for $79.98. Can I ask for reimbursement for this invoice.

Thanks

Tammy Jones
Accounting Specialist
Phone (903) 832-8636
Fax  (903) 793-0420
ITEM 11: Review and consider approval of revisions to the Ark-Tex Council of Governments (ATCOG) Policies and Procedures Manual as revised by the Board of Directors March 27, 2014.

BACKGROUND

The Board of Directors is required to approve all revisions to the Policies and Procedures Manual. We request to update our manual to reflect changes in the use of sick leave and to implement a new policy regarding workplace violence.

DISCUSSION

Currently, our policy manual does not address the issue of dealing with an employee who is running a fever at work. We are also recommending the addition of a new policy regarding workplace violence. Agencies are now being charged with responsibility to keep employees not only safe at work, but also to protect employees from contagious illnesses, such as the flu.

6.09 Use of Sick Leave. We are amending this policy to include #3, which outlines steps that can be taken when it is suspected that an employee is ill while at the workplace. It will also allow ATCOG to ask sick employees to go home from work, meaning an employee with a temperature of 100.4 or higher. This new policy is recommended by the Centers for Disease Control (CDC), the Department of Homeland Security, and OSHA. ATCOG will request sick employees to go home on approved sick leave and return when they are fever-free without medications for 24 hours.

10.10 Violence in the Workplace. Further, to ensure our employees have as safe a work environment as possible, we are now required to implement a workplace violence policy. We propose to add this policy to address threats of or acts of violence by not only employees, but also by clients and other visitors in the building. In addition to the proposed policy, staff have been trained regarding steps to take in the event of an active shooter in the workplace. Some of our wording on this policy comes from the National Crime Prevention Council.

Both of these proposed policy changes are efforts by our agency to ensure we follow all guidelines regarding the safety and welfare of our employees. If approved, the revisions will be distributed to all employees and added to our Policies and Procedures Manual on the shared administration folder.

RECOMMENDATION

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

Attachment – 3 pages
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 representative, must call the supervisor each subsequent day he/she will be out on sick leave unless other arrangements are made.

2. Failure to provide the required notice may result in the employee being placed on leave-without-pay status and could result in disciplinary action against the employee. Employees are expected to return to work as soon as they no longer need to take sick leave.

3. ATCOG does have the responsibility and the right to protect employees from contagious illnesses while at work. Employees who exhibit symptoms of a possible contagious illness while at work (i.e., signs of running a fever) will be asked by a supervisor or member of management to provide proof they are not ill. The employee may do either a or b below:

a) Take their temperature at work as proof they do or do not have a fever. If the employee is well, they may remain at work. If the employee is ill, meaning they have a temperature of 100.4 or higher, they will leave work immediately on approved sick leave (or other leave as appropriate).

b) If the employee does not wish to take their temperature at work, ATCOG will consider that employee to be ill and will send them home on approved sick leave (or other leave as appropriate).

c) In all cases of a contagious illness (such as the flu), the employee will be required to be fever-free without medications for 24 hours and fit for duty when returning to work.

d) An employee’s medical information is deemed confidential and will be kept private at all times. Only the appropriate person, i.e., supervisor, Administration/HR or the Executive Director, will take care of these sick leave incidences that arise at work.

(Rev. 2/25/2016)

4. See Section 13.08c. for exception to this sick leave policy.
10.10 VIOLENCE IN THE WORKPLACE

ATCOG is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, ATCOG has adopted the following guidelines to deal with threats of or actual occurrences of violence during business hours or on its premises.

All employees, clients, vendors or other visitors should be treated with courtesy and respect at all times. Employees will behave in a professional manner and will refrain from fighting, "horseplay," or any conduct that may be dangerous to others or result in a potential altercation. ATCOG is considered a gun-free workplace and does not allow unauthorized employees to possess a gun in any ATCOG building. However, Texas law does allow employees who possess a lawful Concealed Handgun License (CHL) or a License to Carry (LTC) to keep those firearms in their personal vehicles while parked on ATCOG premises or while conducting ATCOG business in their personal vehicles.

ATCOG has a zero tolerance for workplace violence. Any conduct that threatens, intimidates, coerces, harms or intends to harm another employee, a client, or a member of the public, while on ATCOG property or while conducting ATCOG business or while otherwise representing ATCOG, will not be tolerated at any time.

All acts of violence, including threats of violence, are taken seriously and should be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by clients, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

The safety of ATCOG employees is critical and no employee should ever knowingly put themselves in danger. Employees are to report any suspicious individuals or activities as soon as possible to a supervisor. If you see or hear a commotion or disturbance near your workstation, do not try to see what is happening or intervene in the circumstance. If necessary, call 911 and then notify a supervisor or member of management as soon as possible. However, in the event you believe you hear gunshots in the building, if possible you are to immediately exit the building through a window or door not accessible to the shooter and run. Call 911 to report an active shooter as soon as you are safely out of the building. [ATCOG employees should follow all instructions given in the training, “How to Survive an Active Shooter at Work,” with steps that include 1) Run, 2) Hide, and 3) Fight.]

ATCOG will promptly and thoroughly investigate all reports of threats of or actual occurrences of violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical, as well as the identity of the person against whom the report is filed, until the investigation is complete. In order to maintain workplace safety and the integrity of its investigation, ATCOG may suspend employees, either with or without pay depending on the circumstances, pending results of an investigation.

ATCOG encourages employees to bring their disputes or differences with others in the workplace to the attention of their supervisors or Executive Director before the situation escalates into potential violence. ATCOG is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns. Further, employees are protected from retaliation for any report of improper activity in the workplace that is made in good faith, even if the investigation reveals that no wrongdoing has occurred.
Any employee determined to be responsible for threats of violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action, up to and including termination of employment. Any employee determined after investigation to be responsible for actual violence at the workplace will be terminated. Additionally, violations of this policy will also be reported to the appropriate authorities when warranted and, therefore, may be subject to civil and/or criminal charges or penalties.

(Eff. 2/25/2016)
ITEM 12:

Review and consider authorizing the Executive Director, as the ATCOG Authorized Official, to submit an application to the Office of the Governor, Criminal Justice Division, for the Purchase of Juvenile Justice Services Project for FY 2017.

BACKGROUND:

The Purchase of Juvenile Justice Services Project provides necessary funds to allow county juvenile probation departments in the ATCOG nine-county region to purchase quality services for juveniles that have been referred to them. Services to be purchased include psychological and psychiatric evaluations, as well as professional therapy and mental health counseling services, anger management, and juvenile sex offender counseling/treatment.

DISCUSSION:

Upon approval, ATCOG will be applying for a total of $55,000 for this project.

Proposed Contractual Services will include an approximate total of:
   $40,800 for Juvenile Justice Services

RECOMMENDATION:

The staff recommends approval of authorization for the Executive Director, as the Authorized Official, to submit the application for the Purchase of Juvenile Justice Services.
RESOLUTION NO. _____________

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON AN APPLICATION TO THE OFFICE OF THE GOVERNOR, CRIMINAL JUSTICE DIVISION, FOR A GRANT TO PROVIDE THE PURCHASE OF JUVENILE JUSTICE SERVICES FOR BOWIE, CASS, DELTA, FRANKLIN, HOPKINS, LAMAR, MORRIS, RED RIVER, AND TITUS COUNTIES IN TEXAS. THIS RESOLUTION IS EFFECTIVE FOR FY 2017.

WHEREAS, the rules and regulations of the Texas Criminal Justice Division require that this application be reviewed and approved by the Ark-Tex Council of Governments Board of Directors.

WHEREAS, the Ark-Tex Council of Governments finds it in the best interest of the citizens of the Region that the Purchase of Juvenile Justice Services Project be operated for FY 2017.

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 apply for, accept, reject, alter, or terminate a grant with the Office of the Governor, Criminal Justice Division; for a grant to provide the Purchase of Juvenile Justice Services for Bowie, Cass, Delta, Franklin, Hopkins, Lamar, Morris, Red River, and Titus Counties in Texas. This grant project has been reviewed by the Board of Directors and can reasonably be expected to become part of the overall Regional Plan, and is approved for submission to the Office of the Governor, Criminal Justice Division.

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

Section 3 - That the Board of Directors agrees that, in the event of loss or misuse of funds, that funds will be returned to the Office of the Governor, Criminal Justice Division.

REVIEWED AND APPROVED THIS 25th DAY OF FEBRUARY, 2016.

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

ATTEST:

____________________________________
Internal Memorandum

To: ATCOG Board
From: Nancy Hoehn, Transportation Manager
Date: 16 February 2016
Re: Coordinated Call for Projects Grant Applications

Dear Board Members;

We are pleased to provide the following information regarding the applications that were submitted to TxDOT 2/15/16 for the Coordinated Call for Projects. This year TxDOT converted the Coordinated Call grants to a two year cycle. Therefore the applications cover FY17 & FY18 (9/1/16-8/31/18).

The grants submitted include:

- **Planning Program funding:**
  - Mt. Pleasant to evaluate the deviated fixed-route service in FY17 and implement the results of the study in FY18. FY17 $55,000 & FY18 $67,500.
  - Sulphur Springs to prepare final implementation plan for fixed-route service for FY18. FY18 $38,000

- **Rural Discretionary funding:**
  - Paris to provide funds necessary to operate new fixed-route for 12 hours/day. FY17 $212,000 ($121,000 State) & FY18 ($222,600 State)

- **Rural Transportation Assistance Program (RTAP):**
  - Requests funds to develop a Fleet Management/Maintenance Program. FY17 $105,000 & FY18 $90,000

- **InterCity Bus (ICB):**
  - Requests funds to extend current Greyhound Connect Service (3 Routes) for the next 2 years and expand the service to 7 days/week. FY17 $621,274 (State Funds) & FY18 $652,338 (State Funds)
ITEM 14:

RESOLUTION NO. __________

RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH APPROVAL OF THE PRIORITIZATION OF PROJECTS FOR 2016 HOMELAND SECURITY GRANT PROGRAM FUNDS.

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

WHEREAS, only jurisdictions that meet the 2016 Homeland Security Grant Program requirements are eligible to receive these funds;

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

Section 1 - That the jurisdictions on the attached list meet the requirements of the 2016 Homeland Security Grant Program.

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

REVIEWED THIS 25th DAY of FEBRUARY, 2016.

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

ATTEST:

____________________________________