



NOTICE TO PUBLIC
NOTICE OF MEETING VIA FACEBOOK LIVE

Notice is hereby given in accordance with order of the Office of the Governor issued March 19, 2020, the City Council of the City of Athens, Texas will conduct its Regular meeting scheduled at 5:30 p.m. on Monday, Monday May 11, 2020 in the Derek D. Daniels Conference Room of the Athens Partnership Center, 201 West Corsicana St, Athens, TX via Facebook Live in order to advance the public health goal by avoiding social gatherings in groups of more than 10 people to slow the spread of the Coronavirus (COVID-19) [There will be no public access to the location described above.]

This notice and meeting agenda, and the agenda packet, are posted online at <https://www.athenstx.gov/resources/2017-city-council-agendas>

The public can participate by going to the following link
<https://www.facebook.com/CityofAthensTexas/>

The public will be permitted to offer public comments by sending an email to citysecretary@athenstx.gov as provided by the agenda and as permitted by the presiding officer during the meeting.

A recording of the Facebook Live meeting will be made and will be available to the public in accordance with the Open Meetings Act upon written request.

- 1) Invocation
- 2) Pledge of Allegiance
- 3) Declaration of Conflict of Interest
- 4) Public Communications
“Pursuant to Texas Government Code section 551.007, members of the public may speak on an agenda item during the public communication section of the meeting or at the time the agenda item is called for discussion by the Mayor. Speakers shall be given three (3) minutes to speak. A speaker needing a translator and/or interpreter may be given six (6) minutes to speak. Members of the public wishing to address the Council on non-agenda items may do so pursuant to the same time constraints as agenda items. The Council will not comment on items not on the agenda; however, the Council may refer the item to City Staff for research, resolution or referral of the matter to the Council as a future agenda item.”
- 5) Mayor, City Council and/or City Manager updates involving Community Events and issues of Public Safety

- 6) Consent Agenda
(All matters listed are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless requested by a member of the City Council. The item may subsequently be removed from the Consent Agenda to be considered separately.)
- a) Consider approving minutes of the April 27, 2020 Regular Session
 - b) Consider a Resolution authorizing the City Manager to enter into an agreement between the City of Athens and Old Fiddlers Reunion for temporary use of the City Parking Lot on May 30, 2020, as requested by Mary Ensign
 - c) Consider a Resolution authorizing the Mayor to execute grant documents as the City's certifying official, and authorizing City Staff to submit requests for public assistance funded by the Federal Emergency Management Agency through the Texas Department of Emergency Management for DR-4485 (Texas Covid-19 Pandemic)
- 7) Presentation of Fiscal Year 2021 Budget Calendar – [M. Quigg]
- 8) Discuss first reading of an Ordinance allowing employees of the City of Athens who have terminated previous memberships in the Texas Municipal Retirement System, to deposit the sums so withdrawn, plus annual withdrawal charges, and allowing and undertaking the cost of the allowing any such employee credit in such system for all service to which such employee had been entitled at date of such withdrawal, with like effect as if all such service had been performed as an employee of the City – [E. Borstad]
- 9) Discuss first reading of an Ordinance providing for special seniority pay for newly-hired police officers with prior full-time, paid, law enforcement experience (Lateral Entry Program) – [B. Hill]
- 10) Discuss, consider and take action, as necessary, concerning the approval of a Resolution amending the City of Athens Disaster Declaration adopted on April 2, 2020 due to the imminent threat to Public Health and Safety as a result of the spread of the Coronavirus (COVID – 19), Epidemic, as declared by the World Health Organization as a Pandemic on March 11, 2020 – [E. Borstad]
- 11) Discuss, consider and take action, as necessary, concerning the approval of a Resolution authorizing the City Manager to enter into an agreement with the Henderson County Girls Softball Association for Fiscal Year 2020 Tourism Development Grant – [K. Birk]
- 12) Discuss, consider and take action, as necessary, concerning a request from Jeremy Fellman for approval of the final plat of Lot 1 and Lot 2 of the Windsor Subdivision, B. C. Walters Survey A-797, also known as 951 Highway 175 West – [A. Sloan]
- 13) Mayor and City Council's request for future agenda items

14) Adjourn

Executive Session (Closed Meeting): Pursuant to the Open Meetings Act, Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.073, 551.074, 551.076, 551.087, 418.183(f), and 418.106(d) & (e). Refer to posted list attached hereto and incorporated herein.

If during the course of the meeting covered by this notice, the City Council should determine that a closed or executive meeting or session of the City Council or a consultation with the attorney for the City should be held or is required, then such closed or executive meeting or session or consultation with attorney as authorized by the Texas Open Meetings Act, Texas Government Code § 551.001 et. seq., will be held by the City Council at the date, hour and place given in this notice as the City Council may conveniently meet in such closed or executive meeting or session or consult with the attorney for the City concerning any and all subjects and for any and all purposes permitted by the Act, including, but not limited to, the following sanctions and purposes:

Texas Government Code Section:

§ 551.071 - Private consultation with the attorney for the City.

§ 551.072 - Discussing purchase, exchange, lease or value of real property.

§ 551.074 - Discussing personnel or to hear complaints or charges against personnel or officials.

“PURSUANT TO SECTION 30.06, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.”

“DE CONFORMIDAD CON LA SECCIÓN 30.06, CÓDIGO PENAL (ESTAR EN ESTA PROPIEDAD POR TITULAR DE LA LICENCIA CON UNA PISTOLA OCULTA), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411, CÓDIGO DE GOBIERNO (LEY DE LICENCIAS ARMA DE FUEGO), NO PUEDE ENTRAR EN ESTA PROPIEDAD CON UNA PISTOLA OCULTA.”

"PURSUANT TO SECTION 30.07, PENAL CODE (TRESPASS BY LICENSE HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY"

“DE CONFORMIDAD CON LA SECCIÓN 30.07, CÓDIGO PENAL (ESTAR EN ESTA PROPIEDAD POR TITULAR DE LA LICENCIA CON UNA PISTOLA EN PLENO VISTA), UNA PERSONA CON LICENCIA BAJO EL SUBCAPÍTULO H, CAPÍTULO 411, CÓDIGO DE GOBIERNO (LEY DE LICENCIAS ARMA DE FUEGO), NO PUEDE ENTRAR EN ESTA PROPIEDAD CON UNA PISTOLA EN PLENO VISTA”

This facility is wheelchair accessible and accessible parking spaces are available. Requests for additional accommodations or interpretive services must be made 48 hours prior to any meeting. Please contact the City Secretary’s Office at (903) 675-5131 or by FAX (903) 675-7562 for further information.

REGULAR SESSION

APRIL 27, 2020

The City Council of the City of Athens met in Regular Session on Monday, April 27, 2020, 5:30 p.m. in the Derek D. Daniels Conference Room of the Athens Partnership Center, 201 West Corsicana St., Athens, Texas, via Facebook Live in order to advance the public health goal by avoiding social gatherings in groups of more than 10 people to slow the spread of the Coronavirus (COVID-19) [There will be no public access to the location described above.] with the following members present to-wit:

Monte Montgomery, Mayor
Ed McCain, Mayor Pro Tem
Aaron Smith
Toni Clay
Robert Gross

Elizabeth Borstad, City Manager
Bonnie Hambrick, City Secretary

others present: Joanie Ahlers and Michael Hannigan.

constituting a quorum at which time the following proceedings were enacted, to-wit:

INVOCATION

The Invocation was given by Mayor Monte Montgomery.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited.

DECLARATION OF CONFLICT OF INTEREST

No action was taken.

PUBLIC COMMUNICATIONS

There was no discussion.

MAYOR, CITY COUNCIL AND/OR CITY MANAGER UPDATES INVOLVING
COMMUNITY EVENTS AND ISSUES OF PUBLIC SAFETY

Elizabeth Borstad, City Manager, provided the following updates:

- Republic Services will resume yard waste and bulk pick-up on its regular scheduled day of Wednesday beginning April 29, 2020
- The City of Athens Utility Billing Department can now accept credit/debit payments over the phone

Mayor Montgomery provided the following update regarding Public Safety:

- Companies are taking their own initiative to protect themselves and employees from the Coronavirus. He further encouraged the City Council to encourage every constituent they speak with to keep working and stay safe

CONSENT AGENDA

- a) CONSIDER APPROVING MINUTES OF THE APRIL 13, 2020 REGULAR SESSION
- b) CONSIDER A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BIS CONSULTING, LLC FOR GIS MAPPING SERVICES
- c) MARCH 2020 MONTHLY REVENUE AND EXPENSE REPORT
- d) QUARTERLY INVESTMENT REPORT ENDING MARCH 31, 2020

Mayor Montgomery requested that item B) Consider a Resolution authorizing the City Manager to enter into an agreement with BIS Consulting, LLC for GIS Mapping Services be removed from the Consent Agenda for further discussion.

A motion was made by Councilmember Gross, seconded by Councilmember Smith to approve items A, C and D of the Consent Agenda. The motion carried unanimously.

- b) CONSIDER A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH BIS CONSULTING, LLC FOR GIS MAPPING SERVICES

Mayor Montgomery asked the terms of the agreement with BIS Consulting with Ms. Borstad explaining that this is a total update to the mapping parcel and it is turn key once the updates are finished the agreement is complete. She stated the original estimate was 1500 hours for inside the city limits and another 350 hours will include the lake property. She further stated the great thing about this project is that it is a true partnership between the City, Athens Economic Development Corporation, Henderson County Appraisal District and Athens Municipal Water Authority.

After discussion, a motion was made by Councilwoman Clay, seconded by Councilmember Gross to approve item B) of the Consent Agenda. The motion carried unanimously.

DISCUSS, CONSIDER AND TAKE ACTION, AS NECESSARY, CONCERNING THE APPROVAL OF A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A GRANT AGREEMENT WITH THE CAIN FOUNDATION AND ACCEPT THE CONTRIBUTION OF \$2.5 MILLION DOLLARS FOR THE CAIN CENTER CONSTRUCTION PROJECT

Ms. Borstad stated that staff has worked on the agreement for a long time. She stated it goes hand in hand with the Murchison Foundation Agreement that was signed and authorized last month.

She stated the agreement is very similar, although this specifically calls for the pool area construction which was part of the original agreement. Ms. Borstad further stated she is very excited to get moving forward with the project. The language in the agreement is reflective or very, close to what The Murchison Foundation has in theirs as far as the terms and the payment schedule.

Mayor Montgomery stated that this is a milestone for the City. He stated the City requested \$2.1 million dollars for the swimming pool. He stated two (2) weeks later, in a meeting John and Felicia Cain, they presented a gift letter for \$2.5 million. They gave above and beyond what we had requested. Mayor Montgomery it is an amazing gift. I have said this before, somewhere down the line, we renamed the Cain Center to Athens Municipal Complex. I just think we really need to reconsider that it is The Cain Center, everybody knows it as The Cain Center. I would really like for us to look at renaming it The Cain Center in some form or fashion.

Councilmember Gross asked if the cash flow is available, with Ms. Borstad stating that staff has performed a cash flow analysis as The Cain Foundation will more than likely, will not be prepared for the City to draw from the grant. The City will pay for construction and the Murchison Foundation will reimburse a portion and The Cain Foundation will follow with reimbursements.

Mayor Montgomery stated that this is all good news. This is an incredible gift for the citizens of Athens.

A motion was made by Councilmember McCain, seconded by Councilwoman Clay authorizing the Mayor to enter into a grant agreement with The Cain Foundation and accept the contribution of \$2.5 million dollars for The Cain Center Construction Project. The motion carried unanimously.

DISCUSS, CONSIDER AND TAKE ACTION, AS NECESSARY, ON FORMING AN ECONOMIC TASK FORCE COMMITTEE

Mayor Montgomery stated he requested a meeting with the EDC director, Will Traxson, Elizabeth Borstad, Ms. Ahlers and Councilmember Gross regarding the possibility of the EDC stepping forward to help some of the small businesses that have fallen through the cracks. He stated this is a preliminary discussion for the EDC to look at their funds and to look at possibilities to help some of these small businesses. He stated other cities are doing this. He stated Ms. Ahlers provided some information of what some cities are doing:

- Some cities are providing a \$150,000.00 to \$350,000.00 caps for grant money

Mayor Montgomery stated there are businesses that are just not getting some of the relief that others are getting. Mayor Montgomery stated other cities have a committee formed to give direction on how this will function.

Joanie Ahlers, Economic Development Director, provided information regarding economic task force committees that other cities have formed throughout Texas during the COVID-19 Pandemic.

Mayor Montgomery stated for complete transparency, this original conversation started when Ms. Ahlers conveyed that this could get so bad that some small businesses will probably be looking for help to stay open. So, in her wisdom, here we are. And I think we are going to have some small businesses that will have trouble overcoming, but it remains to be seen. Montgomery stated maybe we will get through this and it will not be as hard as we think it is, but I would like to have a committee put together just in case.

Councilmember McCain stated that he was not for another layer of government or another committee that leads to nowhere; which we have all been a part of.

Councilmember Gross, Councilmember Smith and Councilwoman Clay agreed with not forming another committee.

Councilmember Gross stated a small business should go to the bank first.

Councilwoman Clay further clarified that she wants to help, however, a small business should seek federal funding.

After much discussion, a motion was made by Mayor Montgomery to approve the formation of an Economic Task Force Committee. The motion died due to the lack of a second.

DISCUSS, CONSIDER AND TAKE ACTION, AS NECESSARY, REGARDING THE RE-OPENING OF THE COMMUNITY COLLECTION SITE

Ms. Borstad explained staff is seeking direction regarding the desire of the Council to re-open the Community Collection Site.

After discussion, a motion was made by Councilwoman Clay, seconded by Councilmember McCain to re-open the Community Collection Site on May 7-9 from 8:30 a.m. to 3:30 p.m. with no cost associated with dumping. The motion carried unanimously.

CONSIDER FINAL READING OF AN ORDINANCE CONCERNING A REQUEST FROM RODNEY SESSION FOR APPROVAL OF A ZONING CHANGE FROM AGRICULTURE (A) TO SINGLE FAMILY – 5 (SF-5) AND A SPECIFIC USE PERMIT FOR A MANUFACTURED HOME FOR LOT 5 OF THE F. M. COKER TRACT, B. C. WALTERS SURVEY A-797, ALSO KNOWN AS 907 CREAM LEVEL ROAD

Bonnie Hambrick, City Secretary, read the caption of the Ordinance aloud.

A motion was made by Councilmember Smith, seconded by Councilmember Gross to approve final reading of an Ordinance concerning a request from Rodney Session for approval of a zoning change from Agriculture (A) to Single Family – 5 (SF-5) and a Specific Use Permit for a manufactured home for Lot 5 of the F. M. Coker Tract, B. C. Walters Survey A-797, also known as 907 Cream Level Road.

After roll call vote, the motion passed with the following record vote:

Monte Montgomery, Mayor	Aye
Ed McCain, Mayor Pro Tem	Aye
Aaron Smith, Councilmember	Aye
Toni Clay, Councilmember	Aye
Robert Gross, Councilmember	Aye
Voted in favor of the motion	5
Voted against the motion	0
Motion carried	5-0

EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE, SECTION 551.072 (DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING) TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY:
a) 405 LINDSEY LANE

The City Council convened in Executive Session at 6:05 p.m.

The City Council returned to Regular Session at 6:18 p.m.

CONSIDER ACTION RESULTING FROM DELIBERATIONS IN EXECUTIVE SESSION PURSUANT TO THE TEXAS GOVERNMENT CODE, SECTION 551.072 (DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING) TO DELIBERATE THE PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY
a) 405 LINDSEY LANE

A motion made by Councilmember Gross, seconded by Councilwoman Clay authorizing the City Manager to negotiate with Mr. Rollow and Mr. Fullingim and enter into a contract for the sale of the property located at 405 Lindsey Lane with the exception of changing the notice of termination period from 60 days to 45 days.

Council Regular Session
April 27, 2020
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The motion carried by the following vote: Ayes: Councilmember Gross, Councilmember McCain, Councilmember Smith and Councilwoman Clay. Nay: Mayor Montgomery. Abstained: None.

MAYOR AND CITY COUNCIL'S REQUEST FOR FUTURE AGENDA ITEMS

Councilmember Gross requested an item to discuss grant applications and moving this task to Athens Economic Development Corporation.

Ms. Borstad stated a work session is scheduled for Thursday, April 30th. She further explained a future work session will occur to discuss utilities.

ADJOURN

The meeting adjourned at 6:21 p.m.

PASSED AND APPROVED THIS THE 11th DAY OF MAY, 2020.

Monte Montgomery, Mayor

ATTEST:

Bonnie Hambrick, City Secretary

City of Athens, Texas

Agenda Memorandum



Agenda Date: May 11, 2020

DEPARTMENT: Tourism and Cultural Resources

CONTACT: Katie Birk

SUBJECT: Consider a Resolution authorizing the City Manager to enter into an agreement between the City of Athens and Old Fiddlers Reunion for the temporary use of the City Parking Lot to conduct an Old Fiddlers Reunion Concert on May 30, 2020, as requested by Mary Ensign.

SUMMARY: The City of Athens has received a request from the Old Fiddlers Reunion to conduct an Old Fiddlers Reunion Concert in the City of Athens parking lot located at the corner of Larkin Street and Highway 19 North. (212 N. Palestine) from the hours of 5:00 p.m. to 8:00 p.m. on May 30, 2020.

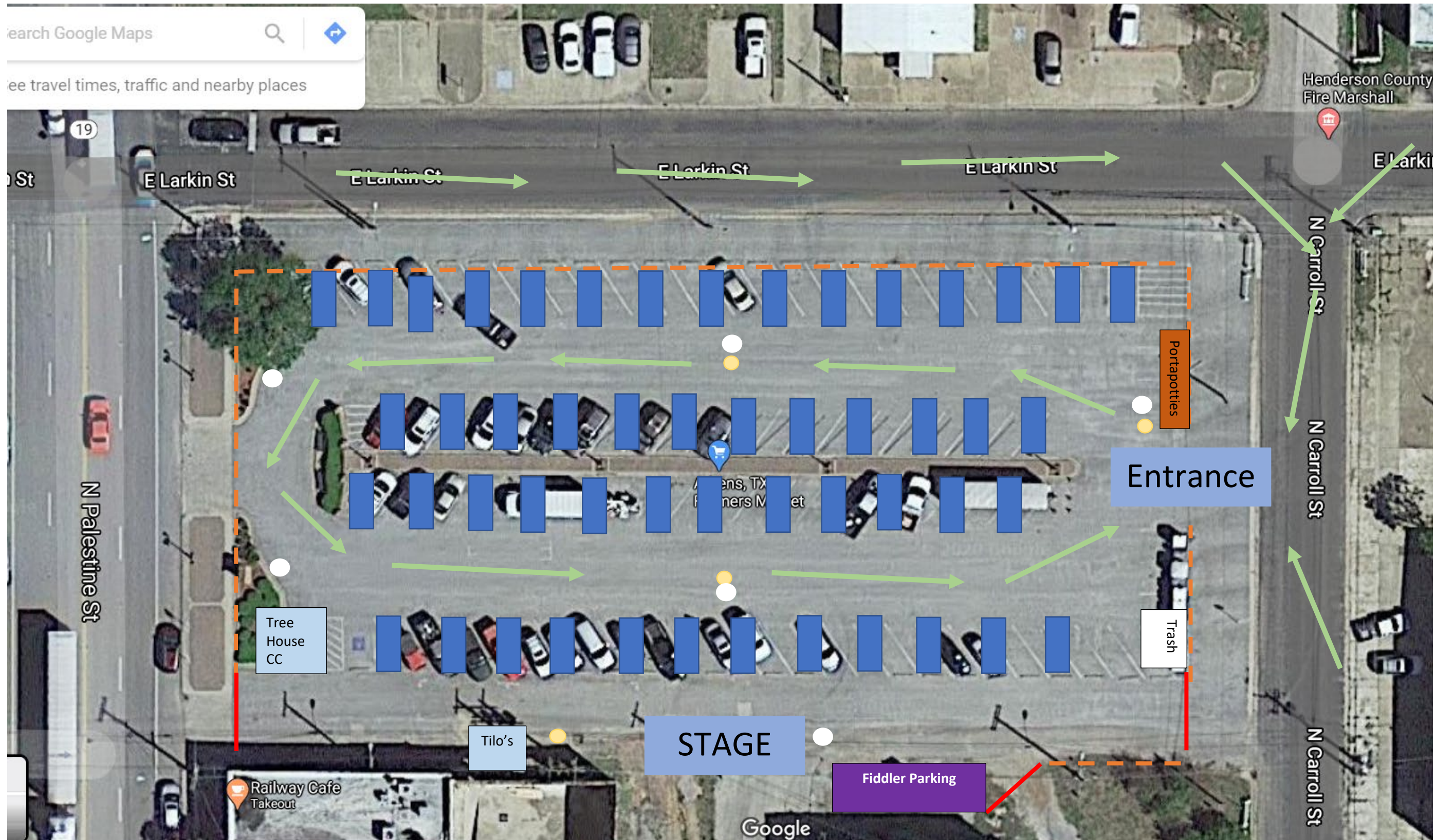
BACKGROUND: The Old Fiddlers Reunion has been a long-standing tradition in the City of Athens for 88 years. Due to regulations set by the Governor of Texas and guidelines from the CDC due to Covid-19, the Old Fiddlers Reunion has had to modify the festival to remain in compliance but continue to carry on the tradition.

ISSUE: The parking lot closure might conflict with parking availability for the downtown businesses

ALTERNATIVES: Do not allow parking lot to be used.

FISCAL IMPACT: No impact.

RECOMMENDATION: Approve authorizing the City Manager to enter into an agreement between the City of Athens and Old Fiddlers Reunion for the temporary use of the City Parking Lot to conduct an Old Fiddlers Reunion Concert on May 30, 2020 as requested by Mary Ensign.



- Red solid lines = barricades
- Orange Dotted Lines = construction fence
- Yellow circles = handwashing stations
- Green lines = traffic flow

RESOLUTION NO. 2020-R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATHENS, TEXAS, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT BETWEEN THE CITY OF ATHENS AND OLD FIDDLERS REUNION.

WHEREAS, City of Athens agreement with Old Fiddlers Reunion expires May 31, 2020;

WHEREAS, The City of Athens shall agree to provide, free of charge, the property owned by the City, known as the City Parking Lot, located at 212 N. Palestine Street, for use by the Old Fiddlers Reunion;

WHEREAS, Old Fiddlers Reunion shall agree to conduct a concert during the designated time as established herein, namely, Saturday, May 30, 2020 starting at 5 p.m. and ending at 8 p.m. Set-up and take-down of all vendor spaces, equipment and supplies, and any other property of Old Fiddlers Reunion or its designated vendors shall occur during the aforementioned hours of operation.

WHEREAS, Old Fiddlers Reunion shall maintain the property clean and free of litter and shall leave the property in good order after the concert.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, TEXAS:

THE CITY MANAGER OF THE CITY OF ATHENS IS AUTHORIZED TO ENTER INTO AN AGREEMENT WITH THE OLD FIDDLERS REUNION FOR TEMPORARY USE OF THE CITY PARKING LOT TO CONDUCT AN OLD FIDDLERS REUNION CONCERT ON MAY 30, 2020.

DULY PASSED and APPROVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, TEXAS on this 11TH day of May 2020.

Monte Montgomery, Mayor

ATTEST:

Bonnie Hambrick, City Secretary

**AGREEMENT OF UNDERSTANDING
CITY OF ATHENS AND OLD FIDDLERS REUNION**

THIS AGREEMENT SHALL BE FOR USE OF CITY OF ATHENS PARKING LOT LOCATED AT THE CORNER OF LARKIN STREET AND HIGHWAY 19 NORTH. (212 N. PALESTINE)

THIS AGREEMENT SHALL BE FOR MAY 30, 2020

The City of Athens (hereafter referred to as the “City”) shall agree to provide, free of charge, the property owned by the City, known as the City Parking Lot, located at 212 N. Palestine Street, for use by the Old Fiddlers Reunion. (hereafter referred to as “OFR”) to conduct a Fiddlers Reunion Concert. The Fiddlers Reunion Concert (hereafter referred to as “concert”) will be a three-hour drive-in concert where cars will be spaced in every other spot to comply with social distancing guidelines. The City waives a deposit requirement provided that OFR personnel accept responsibility for any damages to the property including, but not limited to, lighting, landscape, signage and the paved parking surface.

OFR shall agree to conduct a concert during the designated times as established herein, namely, Saturday, May 30, 2020 beginning at 5 p.m. and lasting until 8:00 p.m. Set-up will begin at 3 p.m. and clean-up will be completed by 9 p.m. Set-up and take-down of all vendor spaces, equipment and supplies, and any other property of OFR or its designated vendors shall occur during the aforementioned hours of operation. The date and time of the concert is tentatively agreed to by both parties, however, should an event occur that would prohibit the use of the property, the City shall provide notice to representatives of OFR seventy-two (72) hours in advance of the day of the concert.

OFR representatives shall schedule and conduct set-up of the concert activities as to not create any unwarranted hardship to neighboring businesses and any individuals utilizing the parking lot. OFR shall maintain the property clean and free of litter and shall leave the property in good order after the concert.

OFR shall maintain liability insurance, naming the City as an additional insured during concert hours.

Passed and approved by Athens City Council this the 11th day of May 2020

City of Athens

Elizabeth Borstad, City Manager

Passed and approved by Old Fiddlers Reunion this the 12th day of May, 2020

Old Fiddlers Reunion

Mary Ensign
Old Fiddlers Reunion Coordinator

ATTEST:

Bonnie Hambrick, City Secretary



Agenda Memorandum

AGENDA DATE: 5/11/2020

DEPARTMENT: Finance

CONTACT: Mandie Quigg

SUBJECT: COVID-19 Texas Department of Emergency Management Grant Forms

SUMMARY: In order for the City to request reimbursement for expenditures related to COVID-19 the attached forms must be executed for the Texas Department of Emergency Management. Eligible expenditures related to COVID-19 include FEMA's Category B- Emergency Protective Measures.

BACKGROUND: The City's Request for Public Assistance from FEMA has been received and accepted. Both grant portals for FEMA and TDEM will be utilized to submit and review Public Assistance requests. In order to complete the City's setup for reimbursement for the COVID-19 Pandemic, we must complete the attached forms required by the Texas Department of Emergency Management. Forms include the direct deposit info., Grant Terms and Conditions and Designation of Sub-recipient Agents.

ISSUE: Completion of required documents for TDEM setup

ALTERNATIVES: N/A

FISCAL IMPACT: COVID-19 Expenditures are eligible for 75% reimbursement through FEMA's Public Assistance Grant

RECOMMENDATION: It is recommended that City Council approve a Resolution to complete and submit the attached documents for the Texas Department of Emergency Management.

RESOLUTION NO. 2020-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATHENS, TEXAS, AUTHORIZING THE MAYOR TO EXECUTE GRANT DOCUMENTS AS THE CITY'S CERTIFYING OFFICIAL, AND AUTHORIZING CITY STAFF TO SUBMIT REQUESTS FOR PUBLIC ASSISTANCE FUNDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY THROUGH THE TEXAS DEPARTMENT OF EMERGENCY MANAGEMENT FOR DR-4485 (TEXAS COVID-19 PANDEMIC).

WHEREAS, the City of Athens has been negatively impacted as a result of the COVID-19 Pandemic to perform facility cleaning, personal protective equipment and other necessary supplies to combat COVID-19;

WHEREAS, the City of Athens is eligible to receive 75% reimbursement of funds expended for FEMA Category B- Emergency Protective Measures;

WHEREAS, the City of Athens will request reimbursement through the Texas Department of Emergency Management and Federal Emergency Management Agency portals;

NOW, THEREFORE, BE IT RESOLVED: THE CITY COUNCIL OF THE CITY OF ATHENS AUTHORIZES THE MAYOR TO EXECUTE GRANT DOCUMENTS AS THE CITY'S CERTIFYING OFFICIAL, AND AUTHORIZING CITY STAFF TO SUBMIT PUBLIC ASSISTANCE REIMBURSEMENT REQUESTS AS PERMITTED BY FEMA AND TDEM AGENCIES FOR THE ONGOING COVID-19 DISASTER.

PASSED and APPROVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, TEXAS on this the 11th day of **May 2020**.

Monte Montgomery, Mayor

ATTEST:

Bonnie Hambrick, City Secretary

Mandie Quigg

From: Zein Jivani <Zein.Jivani@CohnReznick.com>
Sent: Friday, May 1, 2020 11:19 AM
To: Mandie Quigg; Elizabeth Borstad
Cc: Roman Castillo; Pat McGraw
Subject: DR 4485 | Athens | COVID-19 PA Program Introductory Email from TDEM
Attachments: Direct Deposit Authorization Form.pdf; Grant Terms and Conditions.pdf; Designation of Subrecipient Agent.pdf

Greetings and welcome to the Public Assistance program for DR-4485 (Texas Covid-19 Pandemic).

My name is Zein Jivani. I am a Texas Division of Emergency Management (TDEM) Support Affiliate and I'm reaching out today to help the City of Athens with the DR-4485 account activation process in the [Texas Grants Management System](#) (GMS). If you don't already have GMS system access, please [register here](#). GMS is TDEM's system for managing all programmatic aspects of your PA subgrants, including requests for reimbursement.

Please complete and return the attached forms to me at your earliest convenience so I may initiate your account activation:

- Designation of Subrecipient agent (DSA)
- Direct Deposit Authorization (DDA)
- DR-4485 Grants Terms and Conditions

Shortly after I receive the required forms, we will reach out again to schedule a time to complete Step 2 of this process – “*Review Requirements with Applicant*”. Typically, these calls can be completed in fifteen to twenty-five minutes. During this call we will ask questions about the COVID-19 activities you are undertaking and the costs being incurred to best assist you throughout the process. If you have any questions, please feel free to contact me!

Sincerely,
Zein Jivani

Zein Jivani
External Consultant
Govt & Public Sector Advisory
CohnReznick Advisory
Zein.Jivani@CohnReznick.com



Visit our [Coronavirus Resource Center](#)

CohnReznick LLP

The information contained herein (or in any attachment) is not intended to be used by any taxpayer for the purpose of avoiding any penalties that a taxing authority might impose on the taxpayer or for the promoting, marketing or recommending to another party any tax related matters.

The information in this transmission is privileged and confidential and intended only for the recipient listed above. If you are not the intended recipient, please advise the sender immediately by reply e-mail and delete this message and any attachments without retaining a copy. If you are not the intended recipient, you are hereby notified that any disclosure, copying or distribution of this message, or the taking of any action based upon it, is strictly prohibited.

Texas Division of Emergency Management

Designation of Subrecipient Agent

Primary Contacts

Subrecipient:	
Disaster Number(s):	Grant Program:

Primary Agent Serves as the primary point of contact for projects.
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Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	The Primary Agent will have full GMS access

Secondary Agent Serves as the secondary point of contact for projects.
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Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	The Secondary Agent will have full GMS access

Primary Finance Agent Serves as the primary point of contact for financial matters.

Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	The Primary Finance Contact will have full GMS access

Certifying Official Serves as the official representative of the organization. Must possess the authority to obligate funds & enter into contracts for the organization.

Name:	Office Number:
Position/Job Title:	Fax Number:
Organization/employer:	Cell Number:
Email*	GMS Access (pick 1) Full <input type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>

The above Primary and Secondary Agents are hereby authorized to execute and file the application on behalf of this organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. Primary Financial Agent and the Certifying Official are authorized to represent and act for this organization in all financial operations pertaining to this grant with the State of Texas. The Primary Agent will have authority to add or remove users within the Texas Division of Emergency Management (TDEM) Grant Management System (GMS) for all grants.

***Note: All email addresses must be unique to user**

Signature of Certifying Official (Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)	Print Name	Date
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Texas Division of Emergency Management

Designation of Subrecipient Agent

Alternate Contacts (Optional)

Subrecipient:	
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Disaster Number(s):	Grant Program:
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Alternate Contact List any additional contact here
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Name:	Office Number:
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Position/Job Title:	Fax Number:
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Organization/employer:	Cell Number:
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Email*	GMS Access (pick 1) Full <input type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>
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If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A

Alternate Contact List any additional contact here
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Name:	Office Number:
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Position/Job Title:	Fax Number:
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Organization/employer:	Cell Number:
------------------------	--------------

Email*	GMS Access (pick 1) Full <input type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>
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If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A

Alternate Contact List any additional contact here
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Name:	Office Number:
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Position/Job Title:	Fax Number:
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Organization/employer:	Cell Number:
------------------------	--------------

Email*	GMS Access (pick 1) Full <input type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>
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If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A

Alternate Contact List any additional contact here
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Name:	Office Number:
-------	----------------

Position/Job Title:	Fax Number:
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Organization/employer:	Cell Number:
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Email*	GMS Access (pick 1) Full <input type="checkbox"/> Read Only <input type="checkbox"/> None <input type="checkbox"/>
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If this contact replaces an existing contact, write their name below. Otherwise, leave blank or mark N/A

<i>Additional Contacts are authorized to represent and act for this organization in all operations pertaining to this grant with the State of Texas.</i>	
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*Note: All email addresses must be unique to user	
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Signature of Certifying Official (Must be a Mayor, Judge, or Executive Director with the authority to obligate funds & enter into contracts for the organization)	Print Name	Date
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Instructions:

- The Designation of Subrecipient Agent (DSA) form is divided into two pages, the Primary Contacts page and the optional Alternate Contacts page. The second page is not required if there are no additional contacts to list.
- In the header of the document, list the name of the subrecipient (the organization applying for the grant), as well as the disaster numbers and grant program this DSA applies to (the disaster number is 4 digits long and assigned by FEMA. For example, Hurricane Harvey is 4332. The grant program is either PA for Public Assistance or HMGP for Hazard Mitigation Grant Program.)
- Multiple disasters may be listed on one DSA as long as specific disaster numbers are indicated.
- None of the positions on the primary contact page may be left blank. However, the same person may hold multiple positions. Contacts may be left blank on the additional contact page.
- If a third party consultant/contractor is listed on the DSA, the agency that they are employed by should be listed in the Organization/Employer field.
- All contacts require a unique email address. Additionally, contacts on the DSA cannot share the same email address.
- All contacts must have a phone number listed.
- Granting a contact full Grants Management System (GMS) access will allow them to perform tasks such as submitting quarterly reports and requesting reimbursements, time extensions and scope/cost modifications within the State of Texas Grant Management System on behalf of the subrecipient. Granting a contact Read Only access will allow a contact to view information in GMS, but they will not be able to edit any existing information themselves.
- The Primary, Secondary, and Finance Agents will always be granted full GMS access for all grants within the program selected.
- The subrecipient can request that GMS access be added or revoked from a contact at any time if the need arises.
- The Certifying Official must be an individual who possesses the authority to obligate funds and enter into contracts on behalf of the subrecipient.
- Both pages, if applicable, of the DSA must be signed and dated by the certifying official.
- If a new DSA is submitted with a different person listed for a position on the primary contact sheet, the old contact holding that position will be removed. If a new contact is added on the additional contacts page, no old contacts will be removed unless they are specified in the field provided.

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of these terms and conditions and all exhibits) is made and entered into by and between the Texas Division of Emergency Management (TDEM), an agency of the State of Texas, hereinafter referred to as "TDEM," and the grant recipient, City of Athens, hereinafter referred to as the "Subrecipient." Furthermore, TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties." All subawards made under this grant agreement are subject to the same terms and conditions below.

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of TDEM and DHS/FEMA.

- a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.
 - b. A Recipient is also a "non-federal entity" for grants administration purposes.
 - c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.
 - d. A Subrecipient is also a "non-federal entity" for grants administration purposes.
 - e. The "Grant" referred to in this agreement is a subgrant to the Subrecipient passed thru from TDEM to the Subrecipient.
 - f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.
 - f. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.
- A. **Standard of Performance**. Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:
1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
 2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
 3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
 4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
 5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
 6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
 7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
 8. Request for Information and Documentation referred to as "Exhibit H"
- B. **Failure to Perform**. In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

GRANT TERMS AND CONDITIONS

or any other grant program funds administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved, in addition to any other remedy specified in this Grant. Failure to timely implement and complete projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by TDEM.

- C. **Funding Obligations.** TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.
1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
 2. Subrecipient shall contribute the match funds listed on the subaward.

Subrecipient shall refund to TDEM any sum of these Grant funds that has been determined by TDEM or DHS/FEMA to be an overpayment to Subrecipient or that TDEM determines has not been spent by Subrecipient in accordance with this Grant. No refund payment(s) shall be made from local, state or federal Grant funds unless repayment with Grant funds is specifically permitted by statute or regulation. Subrecipient shall make such refund to TDEM within thirty (30) calendar days after TDEM requests such refund

- D. **Performance Period.** The performance period for this Grant is listed on the subaward letter for each project. All projects shall be completed within the performance period AND all reimbursement requests shall be submitted to TDEM within 60 days of the end of the performance period. Subrecipient shall have expended all Grant funds and submitted reimbursement requests, invoices and any supporting documentation to TDEM within 60 days of the end of the performance period. TDEM shall not be obligated to reimburse expenses incurred after the performance period or submitted after the deadline.

- E. **Uniform Administrative Requirements, Cost Principals and Audit Requirements.** Except as specifically modified by law or this Grant, Subrecipient shall administer this Grant through compliance with the most recent version of all applicable laws and regulations, including but not limited to DHS program legislation, Federal awarding agency regulations, and the terms and conditions of this Grant. A non-exclusive list is provided below [not all may apply in every projects]:

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications

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- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies

F. **State Requirements for Grants.** Subrecipient shall comply with all other federal, state, and local laws and regulations applicable to this Grant including but not limited to the laws and the regulations promulgated in Texas Government Code, Chapter 783, Uniform Grant and Contract Management, (UGMS) at:

<http://www.window.state.tx.us/procurement/catrad/ugms.pdf>

and the program State Administrative Plan, available at:

<https://grants.tdem.texas.gov>

Subrecipient shall, in addition to the assurances and certifications, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of this Grant and the approved application.

Grant funds may not be awarded to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

Grant funds may not be expended by a unit of local government unless the following limitations and reporting requirements are satisfied:

1. Texas General Appropriations Act, Art. IX, Parts 2 and 3, except there is no requirement for increased salaries for local government employees;
2. Texas Government Code Sections 556.004, 556.005, and 556.006, which prohibits using any money or vehicle to support the candidacy of any person for office, influencing positively or negatively the payment, loan, or gift to a person or political organization for a political purpose, and using Grant funds to influence the passage or defeat of legislation including not assisting with the funding of a lobbyist, or using Grant funds to pay dues to an organization with a registered lobbyist;
3. Texas Government Code Sections 2113.012 and 2113.101, which prohibits using Grant funds to compensate any employee who uses alcoholic beverages on active duty and Subrecipient may not use Grant funds to purchase an alcoholic beverage and may not pay or reimburse any travel expense for an alcoholic beverage;
4. Texas General Appropriations Act, Art. IX, Section 6.13, which requires Subrecipient to make every effort to attain key performance target levels associated with this Grant, including performance milestones, milestone time frames, and related performance reporting requirements; and
5. General Appropriations Act, Art. IX, Sections 7.01 and 7.02, and Texas Government Code §2102.0091, which requires that this Grant may only be expended if Subrecipient timely completes and files its reports.

G. **Restrictions and General Conditions.**

1. **Use of Funds.** DHS/FEMA Grant funds may only be used for the purposes set forth in this Grant, and shall be consistent with the statutory authority for this Grant. Grant funds may not be used for matching funds for other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition,

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Federal funds may not be used to sue the Federal government or any other government entity.

2. Federal Employee Prohibition. Federal employees are prohibited directly benefiting from any funds under this Grant.
3. Points of Contacts. Within 10 calendar days of any change, Subrecipient shall notify TDEM of any change in designated of Subrecipient Agents as submitted during the execution of this agreement, and any subsequent changes submitted by Subrecipient. In the event a Subrecipient hires a consultant to assist them with managing its Public Assistance grants, they must be listed on the Designated Subrecipient Agent Form. TDEM will direct all correspondence to the Subrecipient but will cc: the consultant on all email exchanges. The Subrecipient will be responsible for sharing written communications with the consultant. The Subrecipient will remain the primary point of contact and must be included in all decision making activities.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is accurate and is registered on Sams.gov. The DUNS Number is the nine digit number established and assigned by Dun and Bradstreet, Inc., at 866/705-5711 or <http://fedgov.dnb.com/webform>
5. Central Contractor Registration and Universal Identifier Requirements. Subrecipient maintains that it has registered on the System for Award Management (SAM) at www.sam.gov or other federally established site for contractor registration, and entered TDEM-required information. Subrecipient shall keep current, and then review and update the information at least annually. Subrecipient shall keep information current in the SAM database until the later of when it submits this Grant's final financial report or receives final Grant award payment. Subrecipient agrees that it shall not make any subaward agreement or contract related to this Grant without first obtaining the vendor/subawardee's mandatory DUNS number. See Section §200.32 of OMB 2 C.F.R.
6. Reporting Total Compensation of Subrecipient Executives. 2 C.F.R. §200.331; see FEMA Information Bulletin 350.
 - a. Applicability and what to report: Subrecipient shall report whether Subrecipient received \$25 million or more in Federal procurement contracts or financial assistance subject to the Transparency Act per 2 C.F.R. §200.331. Subrecipient shall report whether 80% or more of Subrecipient's annual gross revenues were from Federal procurement contracts or Federal financial assistance. If Subrecipient answers "yes" to both questions, Subrecipient shall report, along with Subrecipient's DUNS number, the names and total compensation (see 17 C.F.R. §229.402(c)(2)) for each of Subrecipient's five most highly compensated executives for the preceding completed fiscal year.
 - b. Where and when to report: Subrecipient shall report executive total compensation at www.sam.gov or other federally established replacement site. By signing this Grant, Subrecipient certifies that, if required, Subrecipient's jurisdiction has already registered, entered the required information, and shall keep information in the SAM database current, and update the information at least annually for each year until the later of when the jurisdiction submits its final financial report or receives final payment. Subrecipient agrees that it shall not make any subaward agreement or contract without first obtaining the subawardee's mandatory DUNS number.
7. Debarment and Suspension. Subrecipient shall comply with Executive Order 12549 and 12689, which provide protection against waste, fraud, and abuse by debarment or

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suspending those persons deemed irresponsible in their dealings with the Federal government.

8. Direct Deposit. A completed direct deposit form from Subrecipient shall be provided to TDEM, prior to receiving any payments under the provisions of this grant. The direct deposit form is currently available at grants.tdem.texas.gov under Resources/Public Assistance.
9. Property Management and Inventory. Subrecipient shall maintain property/inventory records which, at minimum, shall include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. Subrecipient shall develop and implement a control system to prevent loss, damage or theft of property and Subrecipient shall investigate and document any loss, damage or theft of property funded under this Grant.
10. Site Visits. DHS/FEMA and/or TDEM, through its authorized representatives, have the right at all reasonable times to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by DHS/FEMA on the premises of Subrecipient or a contractor under this Grant, Subrecipient shall provide and shall require its contractors to provide all reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations shall be performed in such a manner that will not unduly delay the work.

H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200. 318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

The State must be contacted for approval to use a noncompetitive procurement method. Failure to follow eligible procurement methods will result in ineligible costs. Other types of agreements for services must have State approval prior to use or execution. A copy of the local procurement policy must be provided to the State before initial payment.

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The **cost plus a percentage of cost** and **percentage of construction** cost methods of contracting are **ineligible**.

Must perform **cost/price analysis** for every procurement action in excess of the Simplified Acquisition Threshold.

Must negotiate profit as a separate element where required.

4. Evidence of non-debarment for vendors must be documented through <http://www.sam.gov/portal/public/SAM> and http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/ and submitted for review.
 5. Comply with rules related to underutilized businesses (small and minority businesses, women's enterprises and labor surplus firms) at 2 CFR 200.321
- I. **Monitoring.** Subrecipient will be monitored periodically by federal, state or local entities, both programmatically and financially, to ensure that project goals, objectives, performance requirements, timelines, milestone completion, budget, and other program-related criteria are met.

TDEM, or its authorized representative, reserves the right to perform periodic desk/office-based and/or on-site monitoring of Subrecipient's compliance with this Grant and of the adequacy and timeliness of Subrecipient's performance pursuant to this Grant. After each monitoring visit, if the monitoring visit reveals deficiencies in Subrecipient's performance under this Grant, a monitoring report will be provided to the Subrecipient and shall include requirements for the timely correction of such deficiencies by Subrecipient. Failure by Subrecipient to take action specified in the monitoring report may be cause for suspension or termination of this Grant pursuant to the Suspension and/or Termination Section herein.

J. **Audit.**

1. **Audit of Federal and State Funds.** Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Grant as required by the Single Audit Act (OMB 2 C.F.R. 200.501, formerly A- 133). Subrecipient shall comply, as applicable, with Texas Government Code, Chapter 783, the Uniform Grant Management Standards (UGMS), the State Uniform Administrative Requirements for Grants and Cooperative Agreements.
2. **Right to Audit.** Subrecipient shall give the United States Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of their duly authorized representatives, access to and the right to conduct a financial or compliance audit of Grant funds received and performances rendered under this Grant. Subrecipient shall permit TDEM or its authorized representative to audit Subrecipient's records. Subrecipient shall provide any documents, materials or information necessary to facilitate such audit.
3. **Subrecipient's Liability for Disallowed Costs.** Subrecipient understands and agrees that it shall be liable to TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to TDEM of such disallowed costs shall be paid by Subrecipient

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from funds that were not provided or otherwise made available to Subrecipient pursuant to this Grant or any other federal contract.

4. Subrecipient's Facilitation of Audit. Subrecipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as TDEM may require of Subrecipient. Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.
5. State Auditor's Clause. Subrecipient understands that acceptance of funds under this Grant acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Subrecipient shall ensure that this clause concerning the State Auditor's Office's authority to audit funds and the requirement to cooperate fully with the State Auditor's Office is included in any subgrants or subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Subrecipient relating to this Grant.

K. Retention and Accessibility of Records.

1. Retention of Records. Subrecipient shall follow its own internal retention policy, or the state's retention policy, whichever is stricter. At a minimum, the subrecipient shall maintain fiscal records and supporting documentation for all expenditures of this Grant's funds pursuant to the applicable OMB 2 C.F.R. Subpart D – Post Federal Award Requirements, §200.333-337, and this Grant. Subrecipient shall retain these records and any supporting documentation for a minimum of three (3) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit. Records shall be retained for three (3) years after any real estate or equipment final disposition. The DHS or TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS/FEMA custody when DHS/FEMA determines that the records possess long term retention value.
2. Access to Records. Subrecipient shall give the United States Department of Homeland Security, the Comptroller General of the United States, the Texas State Auditor, TDEM, or any of its duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by Subrecipient pertaining to this Grant including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by Subrecipient.

L. Changes, Amendments, Suspension or Termination

1. Modification. DHS/FEMA or TDEM may modify this Grant after an award has been made. Once notification has been made in writing, any subsequent request for funds indicates Subrecipient's acceptance of the changes to this Grant. Any alteration, addition, or deletion to this Grant by Subrecipient is not valid.
2. Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Grant that are required by changes in federal and state laws, regulations or policy are automatically incorporated into this Grant without written amendment to this Grant and shall become effective upon the date designated by such law or regulation. In the event DHS/FEMA or TDEM determines that changes are necessary to this Grant after an award has been made, including changes to the period of performance or terms and conditions, Subrecipient shall be notified of the changes in writing. Once notification has

GRANT TERMS AND CONDITIONS

been made, any subsequent request for funds will indicate Subrecipient's acceptance of the changes to this Grant.

3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
4. **Termination.** TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.

M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:

1. Increased monitoring of projects and require additional financial and performance reports
2. Require all payments as reimbursements rather than advance payments
3. Temporarily withhold payments pending correction of the deficiency
4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, TDEM will provide Subrecipient an opportunity for a hearing, appeal, or other administrative proceeding to which Subrecipient is entitled under any statute or regulation applicable to the action involved.

The costs of Subrecipient resulting from obligations incurred by Subrecipient during a suspension or after termination of this Grant are not allowable unless TDEM or DHS/FEMA expressly authorizes them in the notice of suspension or termination or subsequently.

Other Subrecipient costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if:

- The costs result from obligations which were properly incurred by Subrecipient before the effective date of suspension or termination, are not in anticipation of it, and in the case of a termination, are non-cancellable; and
- The costs would be allowable if this Grant were not suspended or expired normally at the end of the funding period in which the termination takes effects.

The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under E.O.

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12549. 2 C.F.R., Appendix II to Part 200, (I).

- N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
- O. **Closing of this Grant.** TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

At the completion and closure of all Subrecipient's projects (subawards), TDEM will request the Subrecipient to Certify the completion of all projects (subawards) in accordance of the grants terms and conditions to state there are no further claims under this subgrant.

The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
 2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
 3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
 4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.
- P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

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EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190 as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514) which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters. To comply with NEPA for DHS grant-supported activities, DHS-FEMA requires the environmental aspects to be reviewed and evaluated before final action on the application; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348, 45 C.F.R. 46, and DHS Management Directive 026-044 (Directive) regarding the protection of human subjects involved in research, development, and related activities supported by this Grant. "Research" means a systematic investigation, including research, development, testing, and evaluation designed to develop or contribute to general knowledge. See Directive for additional provisions for including humans in the womb, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). See also state and local law for research using autopsy materials.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance, and policies governing this Grant.

GRANT TERMS AND CONDITIONS

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this Grant.
2. Will give the Department of Homeland Security, the Texas Division of Emergency Management, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to this Grant and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of this Grant.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686 and 44 C.F.R. Part 19), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the agreement.
11. Will comply or has already complied with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally- assisted construction sub-agreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) as amended by 42 U.S.C. 4311 et seq. and Executive Order (EO) 11514 which establishes national policy goals and procedures to protect and enhance the environment, including protection against natural disasters; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) comply with the Clean Air Act of 1977, (42 U.S.C. §§7401 et seq. and Executive Order 11738) providing for the protection of and enhancement of the quality of the nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133 (now OMB 2 C.F.R. 200.500), "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, grant guidance and policies governing this Grant.

GRANT TERMS AND CONDITIONS

Exhibit C

Certifications for Grant Agreements

The undersigned, as the authorized official, certifies the following to the best of his/her knowledge and belief.

- A. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL Disclosure of Lobbying Activities, in accordance with its instructions.
- C. The undersigned shall require that the language of this certification prohibiting lobbying be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28 C.F.R. Part 67, Section 67.510. (Federal Certification), the Subrecipient certifies that it and its principals and vendors:
 1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency. Subrecipient can access debarment information by going to www.sam.gov and the State Debarred Vendor List at: www.window.state.tx.us/procurement/prog/vendor_performance/debarred.
 2. Have not within a three-year period preceding this Grant been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction, violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification;
 4. Have not within a three-year period preceding this Grant had one or more public transactions (Federal, State, or local) terminated for cause or default; or
 5. Where Subrecipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Grant. (Federal Certification).
- E. Federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Subrecipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.
- F. Subrecipient will comply with 2 C.F.R. Part 180, Subpart C as a condition of receiving grant funds and Subrecipient will require such compliance in any subgrants or contract at the next tier.
- G. Subrecipient will comply with the Drug-free Workplace Act, in Subpart B of 2 C.F.R. Part 3001.
- H. Subrecipient is not delinquent on any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424, item number 17 for additional information and guidance.
- I. Subrecipient will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Grant.
- J. Subrecipient understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of funds in this Grant.

GRANT TERMS AND CONDITIONS

EXHIBIT D

State of Texas Assurances

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the Subrecipient's governing body or of the Subrecipient's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the Subrecipient relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the Subrecipient is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the Subrecipient is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and subrecipients shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Subrecipient shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

GRANT TERMS AND CONDITIONS

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

GRANT TERMS AND CONDITIONS

EXHIBIT E

Environmental Review

As the duly authorized representative of Subrecipient, I certify that Subrecipient:

1. shall assess its federally funded projects for potential impact to environmental resources and historic properties.
2. shall submit any required screening form(s) as soon as possible and shall comply with deadlines established by TDEM. Timelines for the Environmental Planning and Historic Preservation (EHP) review process will vary based upon the complexity of the project and the potential for environmental or historical impact.
3. shall include sufficient review time within its project management plan to comply with EHP requirements. Initiation of any activity prior to completion of FEMA's EHP review will result in a non-compliance finding and TDEM will not authorize or release Grant funds for non-compliant projects.
4. as soon as possible upon receiving this Grant, shall provide information to TDEM to assist with the legally-required EHP review and to ensure compliance with applicable EHP laws and Executive Orders (EO) currently using the FEMA EHP Screening Form OMB Number 1660-0115/FEMA Form 024-0-01 and submitting it, with all supporting documentation, to TDEM for review. These EHP requirements include but are not limited to the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. Subrecipient shall comply with all Federal, State, and local EHP requirements and shall obtain applicable permits and clearances.
5. shall not undertake any activity from the project that would result in ground disturbance, facility modification, or purchase and use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings.
6. shall comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed.
7. if ground disturbing activities occur during project implementation, Subrecipient shall ensure monitoring of ground disturbance and if any potential archeological resources are discovered, Subrecipient shall immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office.

GRANT TERMS AND CONDITIONS

EXHIBIT F

Additional Grant Conditions

1. Additional damage requiring a new Public Assistance project to be written must be reported within 60 days following the Project Scoping meeting with the State- Federal team.
2. All work must be done prior to the approved project completion deadline assigned to each Project (POP). Should additional time be required, a time extension request must be submitted which: a.) Identifies the projects requiring an extension. b.) Explains the reason for an extension. c.) Indicates the percentage of work that has been completed. d.) Provides an anticipated completion date. The reason for an extension must be based on extenuating circumstances or unusual project requirements that are beyond the control of your jurisdiction/organization. **Failure to submit a time extension request 60 days prior to the end of the period of performance may result in reduction or withdrawal of federal funds for approved work.**
3. Any significant change to a project's approved Scope of Work must be reported and approved through TDEM and FEMA before starting the project. Failure to do so will jeopardize grant funding. The Subrecipient shall submit requests for cost overruns requiring additional obligations to TDEM, who will forward to FEMA for review and approval prior to incurring costs.
4. The Project Completion and Certification Report must be submitted to TDEM within 60 days of all approved work being completed for each project. If any project requires the purchase of insurance as a condition of receiving federal funds, a copy of the current policy must be attached to this report, or Duplication of Benefits form certifying other funds were received to complete the project.
5. A cost overrun appeal on small Public Assistance projects must be reported to the Texas Division of Emergency Management (TDEM) within 60 days of completing the last small project in order to be considered for additional funding.
6. Appeals may be filed on any determination made by FEMA or TDEM. All appeals must be submitted to TDEM within 60 days from receiving written notice of the action you wish to appeal. Should you wish to appeal a determination contained in the project application, the 60 days will start the day the application is signed. Appeals for Alternative Projects will be subject to the terms of the signed agreement for the Alternative Project.
7. Public Assistance program projects will not receive funding until all of the requirements identified in the comments section of the Project Worksheet are met.
8. You may request a payment of funds on projects by initiating a Request for Reimbursement (RFR) in TDEM's Grant Management System (GMS) or an Advance of Funds Request (AFR), and including documentation supporting your request. Small Public Assistance projects are paid upon obligation and will be initiated by TDEM personnel. Payments for open projects must be requested at least quarterly if expenditures have been made in that quarter.
9. Subrecipients will be required to submit quarterly project reports (QPR) for open large projects using TDEM's GMS. Your assigned Grant Coordinator will coordinate the due date for your specific reporting. Public Assistance program small projects are typically exempt from quarterly reporting, however TDEM reserves the right to require QPRs on any smalls requiring a POP extension. The first quarterly report will be due at the end of the first full quarter following the quarter in which the project was obligated. No quarterlies are required for projects that Subrecipient has initiated a closeout request and has provided a certificate of completion. Failure to submit required quarterly reports for two or more quarters can result in withholding or deobligation of funding for Subrecipients until all reports are submitted and up-to-date.

GRANT TERMS AND CONDITIONS

10. Subrecipients expending \$750,000 or more in total Federal financial assistance in a fiscal year will be required to provide an audit made in accordance with OMB Uniform Guidance; Cost Principles, Audit, and Administrative Requirements for Federal Awards, Subpart F. A copy of the Single Audit must be submitted to your cognizant State agency or TDEM within nine months of the end of the subrecipient's fiscal year. Consult with your financial officer regarding this requirement. If not required to submit a single audit, a letter must be sent to TDEM certifying to this.
11. Subrecipients will not make any award to any party which is debarred or suspended, or is otherwise excluded from participation in the Federal assistance programs (EO 12549, Debarment and Suspension). Subrecipient must maintain documentation validating review of debarment list of eligible contractors.
12. Subrecipients must keep record of equipment acquired by federal funds for the life cycle of the equipment. A life cycle for most equipment will be three years, but could be longer. If the fair market value of a piece of equipment is valued over \$5,000, FEMA will have the right to a portion of proceeds if equipment is sold. If the fair market value of a piece of equipment is less than \$5,000, the property can either be retained, sold or designated as surplus with no further obligation to FEMA.
13. TDEM will be using the new FEMA Public Assistance Delivery Model to facilitate the writing of project worksheets (Portal). Subrecipient will be responsible for establishing and maintaining an active account in the Portal and to provide and upload timely, all information requested that is needed to write accurate project worksheets. The Portal will provide the Subrecipient visibility of the entire project writing process.
14. TDEM will be using its new Grant Management System (GMS) for Subrecipient grant management functions. Subrecipient will access GMS to initiate Requests for Reimbursements (RFR), Advance of Funds Requests (AFR), Time Extensions, Scope and Cost changes requests, Quarterly Reports, Project Closeouts, Appeals, and other items deemed necessary by TDEM. Requested forms and processes may be adjusted and changed to accommodate GMS processes and requirements. Subrecipient agrees to monitor GMS as necessary to properly manage and complete awarded projects under this agreement.
- 16.2 CFR 200.210(a)(15), 2 CFR 200.331(a)(1)(xiii) and (a)(4) make reference to indirect cost rates. The Subrecipient may use the negotiated Indirect Cost Rate approved by its cognizant agency, or may use the 10% de minimis rate of modified total direct costs (MTDC) (as per § 200.414) when receiving Management Costs.

GRANT TERMS AND CONDITIONS

EXHIBIT G

Match Certification

Additional Grant Certifications

Subrecipient certifies that it has the ability to meet or exceed the cost share required for all subawards (Projects) and amendments (versions) under this Grant Agreement.

Duplication of Program Statement

Subrecipient certifies there has not been, nor will there be, a duplication of benefits for this project.

Match Certification

Federal Debt Disclosure

Subrecipient certifies that it is not delinquent on any Federal Debt.

For Hazard Mitigation Projects Only:

Maintenance Agreement

Applicant certifies that if there is a Maintenance Agreement needed for this facility copy of that agreement will be provided to TDEM.

Environmental Justice Statement

Federal Executive Order 12898 compliance requirements – If there are any concentrations of low income or minority populations in or near the HMGP project:

1. Applicant certifies that the HMGP project result will not result in a disproportionately high or adverse effect on low income or minority populations.

OR

2. Applicant certifies that action will be taken to ensure achievement of environmental justice for low income and minority populations related to this HMGP project.

Request for Information and Documentation Policy and Guideline

It is crucial to the success of the overall Grant Program and to the timely completion and closure of awarded projects that timelines be established for providing information and documentation. TDEM has developed a framework to support this endeavor following a progressive series of communications for the Subrecipient (RFI). TDEM will work with you throughout the RFI process as communication is the key to your success.

RFI Timelines	
First Informal Request	The primary contact for the Subrecipient will receive the RFI via email with five business days to respond.
Second Informal Request	A second email to the primary contact will be sent with an additional five business days to respond.
Third Informal Request	A phone call will be made to the primary contact with a third email requesting the information to be provided within five business days. The Regional Section Administrator and State Coordinator will be copied.
Fourth Formal Request	The Supervising Program Director of Recovery will issue a certified letter to the highest ranking official highlighting previous requests and an additional ten days to provide the requested information.
Final Formal Request	A final request by certified letter will be issued by the Deputy Assistant Director of Recovery, Mitigation, and Standards, or the Assistant Director of the Texas Division of Emergency Management to the highest ranking official giving the final ten business days to respond or deobligation of the project will begin.
Final Action	If the RFI is not sufficiently answered, the project will be deobligated, and any previously paid funds must be returned to TDEM.

GRANT TERMS AND CONDITIONS

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ Assurances – Non-Construction Programs, hereinafter referred to as “Exhibit A”

_____ Assurances – Construction Programs, hereinafter referred to as “Exhibit B”

_____ Certifications for Grant Agreements, hereinafter referred to as “Exhibit C”

_____ State of Texas Assurances, hereinafter referred to as “Exhibit D”

_____ Environmental Review Certification, hereinafter referred to as “Exhibit E”

_____ Additional Grant Conditions, hereinafter referred to as “Exhibit F”

_____ Additional Grant Certifications, hereinafter referred to as “Exhibit G”

_____ Request for Information and Documentation referred to as “Exhibit H”

Please sign below to acknowledged acceptance of the grant and all exhibits in this agreement, and to abide by all terms and conditions.

Signature of Certifying Official

5/11/2020

Date

Monte Montgomery, Mayor

Printed Name and Title



Agenda Memorandum

AGENDA DATE: 5/11/2020

DEPARTMENT: Finance

CONTACT: Mandie Quigg

SUBJECT: Budget Calendar

SUMMARY: Fiscal Year 2021 Budget Calendar

BACKGROUND: The Budget Calendar serves as the guiding tool in the budget preparation process. The adoption process of both the tax rate and the budget have strict deadlines and notice requirements for the City to maintain compliance with the Charter, Chapter 102 of the Local Government Code and Chapter 26 of the Tax Code.

Dates may be subject to revision should the need arise. The implementation of Senate Bill 2, now in effect, impacts municipalities by enforcing new timing restrictions and more complicated rate calculation methods. Any updates required of the Budget Calendar will be notated, communicated with Council and updated on the City's website.

ISSUE: Providing financial transparency

ALTERNATIVES: N/A

FISCAL IMPACT: N/A

RECOMMENDATION: It is recommended that City Council accept the Proposed Budget Calendar for the upcoming fiscal year.



BUDGET CALENDAR FISCAL YEAR 2020 – 2021

DATES	ACTIVITY	RESPONSIBLE PARTY
May 8, 2020	Budget materials distributed to Department Directors	Finance
May 8th - June 26th	Preliminary revenue estimates prepared	City Manager, Finance
May 22, 2020	Department Requested Budgets due to Finance	Department Managers
May 25th – 29th	Departmental budget meetings with Staff and City Manager	City Manager, Finance, Department Managers
June 10, 2020	Budget Workshop – FY 2020 Update & FY 2021 Goals	City Council & Staff
June 15, 2020	Department Requested Base Budget due to City Manager	Finance
June 26, 2020	City Manager’s Recommended Budget due to Finance	City Manager
July 10, 2020	Budget Workshop – City Manager’s Budget Review	City Council & Staff
July 25, 2020	Certified Appraisal Roll due from HCAD	HC Appraisal District
July 29, 2020	Budget Workshop – CM Proposed Budget & Tax Rate Calculations Submitted to City Council	City Manager, Finance
July 30, 2020	Submit Notice to ADR for Budget & Tax Hearings – 8/1 Advertisement	Finance, City Secretary
July 31, 2020	Council Updated Proposed Budget and Tax Rate Information Posted on City’s Website	Finance, City Secretary
August 10, 2020	Public Hearing for FY 2021 Budget & Adoption of FY 2021 Budget Public Hearing for 2020 Tax Rate	Finance, City Secretary
August 14, 2020	Adopted Budget Posted to City Website & 2020 Tax Rate Information Updated	Finance, City Secretary
August 24, 2020	Ratify Tax Increase for FY 2021 Budget (if needed); Adopt 2020 Tax Rate	City Council & Staff
October 30, 2020	Budget Book Finalized and Posted to City Website	City Manager, Finance

Proposed dates above subject to change pending unforeseen circumstances.



Agenda Memorandum

Agenda Date: May 11, 2020

DEPARTMENT: Administration

CONTACT: Elizabeth Borstad, City Manager

SUBJECT: Discuss first reading of an Ordinance allowing employees of the City of Athens who have terminated previous memberships in the Texas Municipal Retirement System, to deposit the sums so withdrawn, plus annual withdrawal charges, and allowing and undertaking the cost of the allowing any such employee credit in such system for all service to which such employee had been entitled at date of such withdrawal, with like effect as if all such service had been performed as an employee of the City.

SUMMARY: This provision allows city employees the opportunity to purchase previously forfeited service with TMRS.

BACKGROUND:

ISSUE: n/a

ALTERNATIVES: n/a

FISCAL IMPACT: n/a

RECOMMENDATION: Discuss first reading of the Ordinance.



Plan Change Study

GRID 2020

For Informational Purposes Only
Effective Date - January 1, 2020
Report Date - May 6, 2020

00062 Athens

Proposed Plans

<u>Plan Provisions</u>	<u>Current</u>
Deposit Rate	7.00%
Matching Ratio	2 to 1
Updated Service Credit	100% (Repeating)
Transfer USC **	Yes
Annuity Increase	30% (Repeating)
20 Year/Any Age Ret.	Yes
Vesting	5 years
<u>Contribution Rates</u>	<u>2020</u>
Normal Cost Rate	9.05%
Prior Service Rate	<u>6.41%</u>
Retirement Rate	15.46%
Supplemental Death Rate	<u>0.16%</u> (A & R)
Total Rate	15.62%
Unfunded Actuarial Liability	\$6,226,981
Amortization Period	25 years
Funded Ratio	82.0%
Phase-In Total Rate	N/A

**This is the addition to the Initial Prior Service Rate for USC for transfers. There were 9 eligible transfer employees on the valuation date.

As of the valuation date, there are 0 employees with previously forfeited service credit eligible for buyback under a previously adopted ordinance. Assuming all of these employees immediately buyback this service credit, the increase in the unfunded liability would be \$0, and the contribution rate would increase by 0.00%. There are an additional 10 employees with previously forfeited credit that will be eligible if a new buyback ordinance is adopted. Again, assuming the immediate purchase of all this service credit, the increase in unfunded liability and contribution rate would be \$342,343 and 0.27%.



Ordinance No. 2020-O-

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE ALLOWING EMPLOYEES OF THE CITY OF ATHENS WHO HAVE TERMINATED PREVIOUS MEMBERSHIPS IN THE TEXAS MUNICIPAL RETIREMENT SYSTEM, TO DEPOSIT THE SUMS SO WITHDRAWN, PLUS ANNUAL WITHDRAWAL CHARGES, AND ALLOWING AND UNDERTAKING THE COST OF ALLOWING ANY SUCH EMPLOYEE CREDIT IN SUCH SYSTEM FOR ALL SERVICE TO WHICH SUCH EMPLOYEE HAD BEEN ENTITLED AT DATE OF SUCH WITHDRAWAL, WITH LIKE EFFECT AS IF ALL SUCH SERVICE HAD BEEN PERFORMED AS AN EMPLOYEE OF THIS CITY.

WHEREAS, the actuary of the Texas Municipal Retirement System has determined that all obligations charged against the City's account in the benefit accumulation fund, including the obligations arising as a result of this ordinance, can be funded by the City within its maximum contribution rate and within its amortization period; and

WHEREAS, the City Council has determined that adoption of this ordinance is in the best interests of the City, now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF ATHENS, TEXAS:

Section 1: Pursuant to Section 853.003 of Subtitle G of Title 8, V.T.C.A., Government Code, as amended, the City of Athens hereby elects to allow any member of the Texas Municipal Retirement System who is an employee of this City on the ____ day of _____, ____*, who has terminated a previous membership in said System by withdrawal of deposits while absent from service, but who has at least 24 months of credited service as an employee of this City since resuming membership to deposit with the System in a lump sum the amount withdrawn, plus a withdrawal charge of five percent (5%) of such amount for each year from date of such withdrawal to date of redeposit, and thereupon such member shall be allowed credit for all service to which the member had been entitled at date of termination of earlier membership, with like effect as if all such service had been rendered as an employee of this City, whether so rendered or not. The City agrees to underwrite and hereby assumes the obligations arising out of the granting of all such credits, and agrees that all such obligations and reserves required to provide such credits shall be charged to this City's account in the benefit accumulation fund. The five percent (5%) per annum withdrawal charge paid by the member shall be deposited to the credit of the City's account in said benefit accumulation fund; and the deposits of the amount previously withdrawn by the member shall be credited to his or her individual account in the benefit accumulation fund of the System.

Section 2: This ordinance shall be become effective on the ____ day of _____, ____*, which is a date on or after the date set forth in Section 1, above.

Passed and approved this the ____ day of _____, _____.

ATTEST:

APPROVED:

City Secretary or Clerk

Mayor

*THIS DATE MUST BE THE ACTUAL DATE OF THE ORDINANCE'S FINAL ADOPTION.



Agenda Memorandum

Agenda Date: 11 May 2020

DEPARTMENT: Police

CONTACT: Michael D. Hill, Jr., Chief of Police

SUBJECT: An Ordinance providing for special seniority pay for newly-hired police officers with prior full-time, paid, law enforcement experience (Lateral Entry Program).

BACKGROUND: As is the case across the nation, local recruitment of qualified law enforcement officers remains highly competitive. Even more difficult is attracting licensed officers with previous law enforcement experience.

One tool to recruit and retain experienced officers is a Lateral Entry Program. With certain limitations, the program allows the officers to use their previous experience to receive special seniority credit in the new department and be placed on the salary step plan in a location other than the entry-level position. While the officer is considered a new employee in all other aspects, the program helps alleviate some of the financial impact they could face when beginning their employment with the new agency.

ISSUE: Because the City of Athens is a Civil Service City, Chapter 143 of the Texas Local Government Code requires that matters regulating certain pay types of Civil Service employees be enacted by Ordinance. If the City Council authorizes the special seniority pay as part of a Lateral Entry Program, a request to approve and implement the program would be presented to the Civil Service Commission for consideration as required by law. Contingent on the approval of the program by the City Council, a meeting of the Civil Service Commission is currently being scheduled for later this month.

RECOMMENDATION: It is staff's recommendation that the item be approved as presented.

ORDINANCE NO. 2020-O-041

AN ORDINANCE OF THE CITY OF ATHENS PROVIDING FOR SPECIAL SENIORITY PAY FOR NEWLY-HIRED POLICE OFFICERS WITH PRIOR FULL-TIME, PAID, LAW ENFORCEMENT EXPERIENCE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Athens has adopted Chapter 143 of the Local Government Code, or “Civil Service” for its police and fire departments; and

WHEREAS, the City Council has the authority, under Chapter 143 and specifically § 143.041, to set seniority pay for classified positions; and

WHEREAS, the City of Athens highly values law enforcement personnel with previous experience as full-time paid officers; and

WHEREAS, the City of Athens recognizes that recruiting persons with prior full-time paid law enforcement experience is an asset to the City of Athens Police Department and to the citizens; and

WHEREAS, the City Council believes that years of experience in paid law enforcement is an important factor in the success of police officers and that providing seniority pay as described below will assist the City of Athens to recruit experienced personnel; and

WHEREAS, the City Council adopts the Athens Police Department Step Plan Pay Scale annually as part of the Budget, and this ordinance is intended to explicate and supplement the Step Plan Pay Scale ordinance; and

WHEREAS, on the 11th day of May 2020, the City Council of the City of Athens, Texas, after due notice, held a public meeting and the ordinance was read aloud for the first time as required by Article III, Section 3.11 of the City of Athens Charter.

NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ATHENS, TEXAS:

SECTION 1.

That the City Council hereby finds the statements made in the preamble are true and correct.

SECTION 2.

That the City Council deems that those officers who are hired after June 1, 2020, with prior full-time paid law enforcement experience will be placed on the City of Athens' Police Department Step Plan Pay Scale based on the following formula:

Those officers with prior full-time paid experience with a county or municipal law enforcement agency having at least 15 commissioned, full-time, paid officers, shall receive one year of special seniority pay credit with the Athens Police Department for each year served with that agency.

Those officers with prior full-time paid experience with a county or municipal law enforcement agency having fourteen (14) or fewer commissioned, full-time, paid officers shall receive one-half year's special seniority pay credit with the Athens Police Department for each year served with that agency.

SECTION 3.

- a. That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part, so decided to be invalid, illegal or unconstitutional.
- b. That all provisions of the ordinance of the City of Athens in conflict with the provisions of this ordinance be, and the same are hereby, repealed and all other provisions for the ordinance of the City of Athens not in conflict with the provisions of this ordinance shall remain in full force and effect.
- c. That this ordinance shall take effect immediately after its passage.

PASSED, APPROVED, and ADOPTED this the **26th** of **May 2020** at a regular meeting of the City Council of the City of Athens, Texas, with the following record vote:

Monte Montgomery, Mayor _____
Ed McCain, Mayor Pro Tem _____
Aaron Smith, Councilmember _____
Toni Clay, Councilmember _____
Robert Gross, Councilmember _____

Voted in favor of the motion _____
Voted against the motion _____

Motion carried _____

Monte Montgomery, Mayor

ATTEST:

Bonnie Hambrick, City Secretary



Agenda Memorandum

Agenda Date: May 11, 2020

DEPARTMENT: Administration

CONTACT: Elizabeth Borstad, City Manager

SUBJECT: Discuss, consider and take action, as necessary, concerning the approval of a Resolution amending the City of Athens Disaster Declaration adopted on April 2, 2020 due to the imminent threat to Public Health and Safety as a result of the spread of the Coronavirus (COVID – 19), Epidemic, as declared by the World Health Organization as a Pandemic on March 11, 2020

SUMMARY: On April 2, 2020, the City Council amended the City of Athens Disaster Declaration and The City of Athens closed all City Parks to group activities and the use of playground equipment will not be allowed. Walking paths and outdoor space will remain open with social distancing requirements as outlined by the CDC. The City of Athens is amending the Disaster Declaration to reopen all City Parks to group activities and the use of playground equipment is allowed. Walking paths and outdoor space will remain open with social distancing requirements as outlined by the CDC.

BACKGROUND:

ISSUE: n/a

ALTERNATIVES: n/a

FISCAL IMPACT: n/a

RECOMMENDATION: Consider a Resolution amending the City of Athens Disaster Declaration adopted on April 2, 2020 due to the imminent threat to Public Health and Safety as a result of the spread of the Coronavirus (COVID – 19), Epidemic, as declared by the World Health Organization as a Pandemic on March 11, 2020

RESOLUTION NO. 2020-R

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ATHENS, TEXAS AMENDING THE CITY OF ATHENS DISASTER DECLARATION ADOPTED ON APRIL 2, 2020 DUE TO THE IMMINENT THREAT TO PUBLIC HEALTH AND SAFETY AS A RESULT OF THE SPREAD OF THE CORONAVIRUS (COVID – 19), EPIDEMIC, AS DECLARED BY THE WORLD HEALTH ORGANIZATION AS A PANDEMIC ON MARCH 11, 2020

WHEREAS, on March 19, 2020, Monte Montgomery, Mayor of the City of Athens, Texas issued a Declaration of Local Disaster for Public Health Emergency for the City of Athens, in response to help prevent and control COVID-19; and

WHEREAS, on March 23, 2020 the City Council of the City of Athens extended the Mayor’s original declaration and incorporated all Executive Orders issued by Governor Greg Abbott related to the COVID-19 pandemic; and

WHEREAS, The City of Athens Declaration Plan incorporates the Governor’s Executive Orders and any Orders issued by the Commissioner of the Texas Department of State Health Services (DSHS) pertaining to COVID-19 and all amendments or additional orders related thereto.

WHEREAS, on April 2, 2020 the City Council amended the City of Athens, Texas State of Emergency Order

WHEREAS, City Council of the City of Athens will reopen parks to group activities and open playgrounds to the public by this amended Disaster Declaration in compliance with the requirements for social distancing and other practices as defined by CDC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, TEXAS:

That the Disaster Declaration amended on April 2, 2020 be further amended as shown in the attached **CITY OF ATHENS, DECLARATION OF LOCAL DISASTER AMENDED ORDER.**

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, CITY, TEXAS, on this 11TH day of MAY 2020.

Monte Montgomery, Mayor

ATTEST:

Bonnie Hambrick, City Secretary

ATHENS, TEXAS
DECLARATION OF LOCAL DISASTER
AMENDED ORDER
DUE TO PUBLIC HEALTH EMERGENCY

WHEREAS the World Health Organization has declared the coronavirus, now designated COVID-19, as a global pandemic on March 11, 2020; and

WHEREAS, COVID-19 was first detected in Wuhan, China in December 2019; and

WHEREAS, symptoms of COVID-19 can range from mild to severe illness and cause further complications including death; and

WHEREAS, the COVID-19 virus mainly spreads between people who are in close contact with one another through respiratory droplets produced when an infected person coughs or sneezes; and

WHEREAS, the continued worldwide spread of COVID-19 presents an imminent threat of widespread illness, which requires emergency action for the protection of the people of Athens, Texas; and

WHEREAS, the implementation of mitigation strategies can slow the transmission of the disease; and

WHEREAS, the Small Business Association (SBA) has designated COVID-19 as a qualifying event for the provision of Economic Injury Disaster Loans for businesses and private non-profits in affected communities.

WHEREAS, this Declaration activates the City's Emergency Management plan; and

WHEREAS, the Mayor of Athens, Texas has determined that extraordinary measures must be taken to mitigate the effects of this public health emergency and to facilitate the efficient, rapid, and cooperative response to the emergency;

WHEREAS, on March 23, 2020 the City Council of the City of Athens extended the original Disaster Declaration issued by the Mayor on March 19, 2020;

WHEREAS, on April 2, 2020 the City Council of the City of Athens amended the original Disaster Declaration issued by the Mayor on March 19, 2020;

THEREFORE, Be it Declared by the Mayor of Athens, Texas that the amended Disaster Declaration issued by the City Council of the City of Athens on April 2, 2020 shall be amended as follows;

This Declaration shall take effect immediately from and after its issuance and shall remain in effect until the City Council of the City of Athens takes additional action.

1. A local state of disaster is hereby declared for Athens, Texas pursuant to §418.108(a) of the Texas Government Code.
2. This declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the County Clerk, pursuant to §418.018(b) of the Government Code.
3. The City of Athens Declaration Plan incorporates the Governor's Executive Orders and any Orders issued by the Commissioner of the Texas Department of State Health Services (DSHS) pertaining to COVID-19 and all amendments or additional orders related thereto.
4. This declaration of a local state of disaster activates the City of Athens Emergency Plan, pursuant to §418.018(b) of the Government Code.

5. Pursuant to Tex. Gov. Code §418.173, failure to comply with an emergency plan or with a rule, order, or ordinance adopted under this plan, including any executive order, proclamation, or regulation issued by the Governor during a state disaster or by the Mayor or City Council during a local disaster, is an offense punishable by a fine not to exceed \$1,000.00, confinement in jail for a term not to exceed 180 days, or both fine and confinement.
6. This Declaration shall take effect immediately from and after its issuances and shall remain in effect until the City Council of the City of Athens action

ORDERED this the 11th day of May, 2020.

Monte Montgomery, Mayor

ATTEST:

Bonnie Hambrick, City Secretary

City of Athens, Texas

Agenda Memorandum



Agenda Date: May 11, 2020

DEPARTMENT: Tourism and Cultural Resources

CONTACT: Katie Birk

SUBJECT: Discuss, consider and take action, as necessary, concerning the approval of a Resolution authorizing the City Manager to enter into an agreement with the Henderson County Girls Softball Association (HCGSA) for Fiscal Year 2020 Tourism Development Grant.

SUMMARY: The Tourism and Cultural Resources Department received an application for the Fiscal Year 2020 Tourism Development Grant from the HCGSA for \$9,925.00 to host a state tournament. The grant states the City shall provide matching funds for up to 75% of actual, eligible costs. HCGSA would be eligible to receive up to \$7,443.75. The tournament will bring approximately 1,000 visitors to our town and book about 120 rooms.

BACKGROUND: The Tourism Development Grant was developed to provide support to organizations, events, and facilities that support tourism in the City of Athens. On October 28, 2019, Tourism Development Grants were allocated to five organizations in the following amounts:

- Athens ISD Athletic Department: \$2,500.00
- Athens Teenage Baseball Association: \$11,250.00
- Henderson County Regional Fair Park: \$19,469.00
- Watson Productions: \$4,500.00
- East Texas Arboretum and Botanical Society: \$2,250.00

Athens Teenage Baseball Association did not win the bid to have the state tournament in Athens, so they had to forfeit their Tourism Development Grant putting \$11,250.00 back into the Aid to Other Organizations Hotel Occupancy budget.

ISSUE: The City of Athens needs more visitors to take advantage of our local amenities.

ALTERNATIVES: Not to approve the grant funding.

FISCAL IMPACT: The Aid to Other Organizations budget is currently at \$11,254.00

RECOMMENDATION: Approve the use of Hotel Occupancy Funds for the City of Athens Tourism Development Grant applicant, Henderson County Girls Softball Association, for the 2020 Fiscal Year in the amount of \$7,443.75.

FY 2019 Hotel Occupancy Tax (HOT)

Project Funding Application

RECEIVED APR 13 2020

Organization Information:

Name of Organization:	Henderson County Girls Softball Association	
Address:	PO Box 2051	
City/State/Zip:	Athens, Texas 75751	
Contact Person:	Ron Sharp/Leighanne Austin	
Contact Phone Number:	Cell: 903-539-3887 (Ron)	Work/Home: 903-681-1935 (Leighanne)
E-mail Address:	hcgssaboard@gmail.com	
Website:	www.leaguelineup.com/hcgssa	
Nonprofit? Or For Profit?	Nonprofit	
Federal Tax I.D. # (if applicable)	75-2318678	
<u>Please write a short description about your organization:</u>		
<p>Henderson County Girls Softball Association is organized is to promote a positive shaping of the physical, mental, and emotional development of children through softball play. The association coordinates all activities required to provide a vehicle of training for softball.</p>		

Proposal Information:

<u>Name of the project/event and a short description:</u>
<p>Henderson County Girls Softball Association has been awarded to host the 2020 Texas Teenage Softball Association 6U State Softball Tournament in July. A week long tournament will be held at Cain Park hosting the twenty top 6U teams from around the state in order to determine the state champion for 2020.</p>

Duration of project/event: One week	Start Date: July 6, 2020	End Date: July 11, 2020
Amount of HOT Funding Requested?		\$9,925.00
<u>Write or attach a timeline of the project/event from planning to completion:</u>		
<p>January 28, 2020 - Henderson County Girls Softball Assoc. was awarded the TTAS 6U state tournament</p> <p>February 2020 - Paid \$1,000 fee to Texas Teenage for hosting</p> <p>February - July 1, 2020 - Secure materials and restroom facilities for tournament (game balls, field paint, tees, coach's pass/lanyards, handicap accessible restrooms, order awards - \$4150.00)</p> <p>July 5, 2020 - Coach's Meeting & Dinner - \$250.00</p> <p>July 6-11, 2020 - Conduct Tournament (Umpires, Scorekeepers, Gate Workers, Concession Workers - \$4525.00)</p>		
<u>List other sources of funding:</u>		
<p>Henderson County Girls Softball Association</p> <p>Solicitation of local businesses for donations in exchange for advertising at tournament</p> <p>Gate Fees during tournament</p>		
<p>Has this project or event been conducted before?: (yes/no) <u>Yes</u></p> <p style="margin-left: 40px;">If yes, how many years/times?: <u>July 2019 - Hosted 8U State Tournament</u></p>		
<p>Previous year attendance:</p> <p>Local Visitors: <u>150</u> Out of Town Visitors: <u>480</u></p>		
<p>Projected attendance for this year:</p> <p>Local Visitors: <u>150</u> Out of Town Visitors: <u>1080</u></p>		
<p>Hotel rooms booked:</p> <p style="margin-left: 40px;">Number of rooms booked by participants in previous year: <u>50</u></p> <p style="margin-left: 40px;">Number of rooms projected to be booked by this year's participants: <u>120</u></p> <p style="margin-left: 40px;">If a major increase/decrease in number of rooms booked is anticipated, please explain why:</p> <p style="margin-left: 40px;"><u>There are double the amount of teams participating this year as compared to last year.</u></p>		

Please also include the following attachments:

- A list of current board of directors and officers (as applicable)
- An estimated budget for the tourism-related activity or event for which funding is sought
- One of the following financial documents:
 - Most recent internal or external audit
 - Most recent internal or external financial statement, including balance sheet
 - Statement of financial solvency from board of directors, signed and dated by all board members

Please review and sign the agreement below:

I have read and agree to comply with the terms outlined in the Hotel Occupancy Tax (HOT) Funding Guidelines & Application. I certify that, to the best of my knowledge, the information contained in this application is correct. I certify that I am authorized to submit this application on behalf of the organization herein described for the purpose of receiving City of Athens Hotel Occupancy Tax Funding.

ACCEPTED AND AGREED:

Leighanne Austin

(Legal Signature, Including Full First Name)

Leighanne Austin

(Printed Name)

Secretary

(Printed Title)

Henderson County Girls Softball Association

(Organization)

4/13/2020

(Date)

Please submit this application to:

City of Athens

Attn: Department of Tourism and Cultural Resources

508 East Tyler St.

Athens, Texas 75751

903.677.5943

2020 6U State Tournament Budget (July 6th-11th)

Hosted by: Henderson County Girls Softball Association

Awards for 1 st – 4 th place	900.00
Individual Participation Awards	400.00
Umpires (2 per Game/3 Championship Game)	2,800.00
Softballs (2 per Game)	350.00
Field Marking Paint	100.00
Official Scorekeeper (1 per game)	600.00
Coach's Meeting & Dinner	250.00
New Hitting Tee's	150.00
Gate Workers	625.00
Portable Restrooms (Handicap Accessible)	2,000.00
Texas Teenage State Hosting Fee	1,000.00
Printed Coach's Passes & Lanyards	250.00
Concession Stand Workers	500.00
Total	\$9,925.00

Henderson County Girls Softball Association
Board Members for 2019-2020

Dustin Cook – President

Ron Sharp – Vice President

Tesa Autry – Treasurer

Leighanne Austin – Secretary

Waylon Pearce – Chief Commissioner Officer, 8U Commissioner

Cheyenne McAlister – Concessions

John Woods – 6U Commissioner

JJ Johnson – 10U Commissioner

Tim Lott – Field Maintenance Officer

Cheme Pearce – Sponsoring & Fundraising

Amber Stockard – 14/16U Commissioner

Mitch Mayo – 12U Commissioner



130 E. Corsicana St., Athens, TX 75751

ADDRESS SERVICE REQUESTED

HENDERSON COUNTY GIRLS SOFTBALL ASSOC
DUSTIN W COOK
TESA R AUTRY
PO BOX 2051
ATHENS TX 75751-7051

Statement Ending 03/06/2020

HENDERSON COUNTY GIRLS

Page 1 of 6

Customer Number: XXXXXXXXXXXX8316

Managing Your Accounts

-  Bank Name 130 E. Corsicana St.
Athens, TX 75751
-  Customer Service (903) 676-1900
-  Mailing Address PO Box 471
Athens, TX 75751
-  Online Banking www.fsbathens.com



Verification of Mailing Address

Please verify your mailing address on this statement. If the address is incorrect please contact customer service at (903) 676-1900.

Summary of Accounts

Managing your First State Bank accounts has never been easier. Enjoy 24-hour access to all of your checking, savings, loans, and CDs, including account balances, check images and history. Quickly move money between your accounts 24/7, or set-up automatic recurring transfers. Multiple layers of security help keep your information safe and secure.

Sign up at www.fsbathens.com or download our mobile app today.

Account Type	Account Number	Ending Balance
BUSINESS CHECKING	XXXXXXXXXX8316	\$9,954.53



ATHENS-DOWNTOWN
130 E. Corsicana St.
Athens, TX 75751

ATHENS-TYLER STREET
1114 E. Tyler St.
Athens, TX 75751

GUN BARREL CITY
118 W. Main St.
Gun Barrel City, TX
75147

MABANK
201 S. Third
Mabank, TX 75147

CORSICANA
811 N. Main
Corsicana, TX 75110

MALAKOFF
102 W. Royall Blvd.
Malakoff, TX 75148





BUSINESS CHECKING-XXXXXXXXXXXX8316

Account Summary

Date	Description	Amount
02/08/2020	Beginning Balance	\$5,109.79
	22 Credit(s) This Period	\$6,085.00
	3 Debit(s) This Period	\$1,240.26
03/06/2020	Ending Balance	\$9,954.53

Account Activity

Post Date	Description	Debits	Credits	Balance
02/08/2020	Beginning Balance			\$5,109.79
02/10/2020	CHECK # 2314	\$1,000.00		\$4,109.79
02/13/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$140.00	\$4,249.79
02/14/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$75.00	\$4,324.79
02/18/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$150.00	\$4,474.79
02/19/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$75.00	\$4,549.79
02/20/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$75.00	\$4,624.79
02/20/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$150.00	\$4,774.79
02/20/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$150.00	\$4,924.79
02/20/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$355.00	\$5,279.79
02/21/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$140.00	\$5,419.79
02/24/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$225.00	\$5,644.79
02/25/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$140.00	\$5,784.79
02/26/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$75.00	\$5,859.79
02/26/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$150.00	\$6,009.79
02/26/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$355.00	\$6,364.79
02/26/2020	PAYMENT TO Commercial Loans LOAN XXXXXXXXXXXX23550	\$207.04		\$6,157.75
02/27/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$215.00	\$6,372.75
02/28/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$225.00	\$6,597.75
02/28/2020	POS Purchase TX ATHENS GROOMS & SONS-A US SEQ# 361694 1952	\$33.22		\$6,564.53
03/02/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$75.00	\$6,639.53
03/03/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$375.00	\$7,014.53
03/04/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$75.00	\$7,089.53
03/04/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$600.00	\$7,689.53

BUSINESS CHECKING-XXXXXXXXXX8316 (continued)

Account Activity (continued)

<u>Post Date</u>	<u>Description</u>	<u>Debits</u>	<u>Credits</u>	<u>Balance</u>
03/04/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$1,545.00	\$9,234.53
03/05/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$720.00	\$9,954.53
03/06/2020	Ending Balance			\$9,954.53

Checks Cleared

<u>Check Nbr</u>	<u>Date</u>	<u>Amount</u>
2314	02/10/2020	\$1,000.00

* Indicates skipped check number

Daily Balances

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
02/10/2020	\$4,109.79	02/21/2020	\$5,419.79	03/02/2020	\$6,639.53
02/13/2020	\$4,249.79	02/24/2020	\$5,644.79	03/03/2020	\$7,014.53
02/14/2020	\$4,324.79	02/25/2020	\$5,784.79	03/04/2020	\$9,234.53
02/18/2020	\$4,474.79	02/26/2020	\$6,157.75	03/05/2020	\$9,954.53
02/19/2020	\$4,549.79	02/27/2020	\$6,372.75		
02/20/2020	\$5,279.79	02/28/2020	\$6,564.53		

Thank you for banking with First State Bank.



130 E. Corsicana St., Athens, TX 75751

ADDRESS SERVICE REQUESTED

HENDERSON COUNTY GIRLS SOFTBALL ASSOC
 DUSTIN W COOK
 TESA R AUTRY
 PO BOX 2051
 ATHENS TX 75751-7051

Statement Ending 04/07/2020

HENDERSON COUNTY GIRLS

Page 1 of 4

Customer Number: XXXXXXXXXXXX8316

Managing Your Accounts

-  **Bank Name** 130 E. Corsicana St.
Athens, TX 75751
-  **Customer Service** (903) 676-1900
-  **Mailing Address** PO Box 471
Athens, TX 75751
-  **Online Banking** www.fsbathens.com

Order Checks Online

EASIER THAN BEFORE

GO TO WWW.FSBATHENS.COM.
 CLICK ORDER CHECKS, THEN
 CHOOSE EITHER PERSONAL OR
 BUSINESS CHECKS

Summary of Accounts

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Account Type	Account Number	Ending Balance
BUSINESS CHECKING	XXXXXXXXXXXX8316	\$10,647.49



ATHENS-DOWNTOWN
 130 E. Corsicana St.
 Athens, TX 75751

ATHENS-TYLER STREET
 1114 E. Tyler St.
 Athens, TX 75751

GUN BARREL CITY
 118 W. Main St.
 Gun Barrel City, TX
 75147

MABANK
 201 S. Third
 Mabank, TX 75147

CORSICANA
 811 N. Main
 Corsicana, TX 75110

MALAKOFF
 102 W. Royal Blvd.
 Malakoff, TX 75148





**raw land,
livestock
& farm
equipment.**

AGRICULTURAL LOANS
AVAILABLE

BUSINESS CHECKING-XXXXXXXXXXXX8316

Account Summary

Date	Description	Amount
03/07/2020	Beginning Balance	\$9,954.53
	8 Credit(s) This Period	\$975.00
	2 Debit(s) This Period	\$282.04
04/07/2020	Ending Balance	\$10,647.49

Account Activity

Post Date	Description	Debits	Credits	Balance
03/07/2020	Beginning Balance			\$9,954.53
03/09/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$150.00	\$10,104.53
03/10/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$75.00	\$10,179.53
03/11/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$75.00	\$10,254.53
03/11/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$150.00	\$10,404.53
03/12/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$150.00	\$10,554.53
03/16/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$150.00	\$10,704.53
03/17/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$75.00	\$10,779.53
03/18/2020	PAYMENTS SPORTSENGINE3007 NTE* 2020 SPRING LEAGUE - HENDERSON COUNTY GIRLS SOFT		\$150.00	\$10,929.53
03/20/2020	CHECK # 2315	\$75.00		\$10,854.53
03/26/2020	PAYMENT TO Commercial Loans LOAN XXXXXXXXXXXX23550	\$207.04		\$10,647.49
04/07/2020	Ending Balance			\$10,647.49

Checks Cleared

Check Nbr	Date	Amount
2315	03/20/2020	\$75.00

* Indicates skipped check number

Daily Balances

Date	Amount	Date	Amount	Date	Amount
03/09/2020	\$10,104.53	03/12/2020	\$10,554.53	03/18/2020	\$10,929.53
03/10/2020	\$10,179.53	03/16/2020	\$10,704.53	03/20/2020	\$10,854.53
03/11/2020	\$10,404.53	03/17/2020	\$10,779.53	03/26/2020	\$10,647.49



130 E. Corsicana St., Athens, TX 75751

ADDRESS SERVICE REQUESTED

HENDERSON COUNTY GIRLS SOFTBALL ASSOC
 DUSTIN W COOK
 FELICIA M BAKER
 PO BOX 2051
 ATHENS TX 75751-7051

Statement Ending 03/31/2020

HENDERSON COUNTY GIRLS

Page 1 of 4

Customer Number: XXXXXXXXXXXX5152

Managing Your Accounts

-  Bank Name 130 E. Corsicana St.
Athens, TX 75751
-  Customer Service (903) 676-1900
-  Mailing Address PO Box 471
Athens, TX 75751
-  Online Banking www.fsbathens.com

Order Checks Online

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GO TO WWW.FSBATHENS.COM
 CLICK ORDER CHECKS, THEN
 CHOOSE EITHER PERSONAL OR
 BUSINESS CHECKS



Summary of Accounts

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Account Type	Account Number	Ending Balance
STATEMENT SAVINGS	XXXXXXXXXXXX5152	\$1,734.81



ATHENS-DOWNTOWN
 130 E. Corsicana St.
 Athens, TX 75751

ATHENS-TYLER STREET
 1114 E. Tyler St.
 Athens, TX 75751

GUN BARREL CITY
 118 W. Main St.
 Gun Barrel City, TX
 75147

MABANK
 201 S. Third
 Mabank, TX 75147

CORSICANA
 811 N. Main
 Corsicana, TX 75110

MALAKOFF
 102 W. Royall Blvd.
 Malakoff, TX 75148





**raw land,
livestock
& farm
equipment.**

AGRICULTURAL LOANS
AVAILABLE

STATEMENT SAVINGS-XXXXXXXXXX5152

Account Summary

Date	Description	Amount
01/01/2020	Beginning Balance	\$1,734.38
	1 Credit(s) This Period	\$0.43
	0 Debit(s) This Period	\$0.00
03/31/2020	Ending Balance	\$1,734.81

Interest Summary

Description	Amount
Annual Percentage Yield Earned	0.10%
Interest Days	91
Interest Earned	\$0.43
Interest Paid This Period	\$0.43
Interest Paid Year-to-Date	\$0.43

Account Activity

Post Date	Description	Debits	Credits	Balance
01/01/2020	Beginning Balance			\$1,734.38
03/31/2020	INTEREST		\$0.43	\$1,734.81
03/31/2020	Ending Balance			\$1,734.81

Thank you for banking with First State Bank.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Benc-Marc, Inc. 6301 Southwest Blvd, Suite 101 Fort Worth, TX 76132	CONTACT NAME Benc-Marc, Inc	
	PHONE (AC, Ho, Ext): (817) 738-6899 FAX (AC, No): (817) 738-1811 E-MAIL ADDRESS: contact@benc-marc.com	
INSURED Henderson County Girls Softball Association PO Box 2051 Athens, TX 75751	INSURER(S) AFFORDING COVERAGE INSURER A: Certain Underwriters at Lloyds, London INSURER B: AXIS Global Accident & Health INSURER C: INSURER D: INSURER E: INSURER F:	NAIC #

COVERAGES **CERTIFICATE NUMBER:** Cert #: 7013-34691 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Includes Participant <input type="checkbox"/> Legal Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			19LB1184-34691	5/1/2019 12:01 am	5/1/2020 12:01 am	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00 MED EXP (Any one person) \$ 5,000.00 PERSONAL & ADV INJURY \$ 1,000,000.00 GENERAL AGGREGATE \$ 3,000,000.00 PRODUCTS - COMP/OP AGG \$ 1,000,000.00 Med Exp for Spectators Only
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Participants Excess Accident			SRPO-30000-4000-1005	5/1/2019 12:01 am	5/1/2020 12:01 am	Medical Limit \$100,000.00 Deductible \$250.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Coverage Applies to Activities: Youth T-ball and Softball League.
Coverage Excludes: Tournament Hosting.

CERTIFICATE HOLDER Cert #: 7013-34691 Henderson County Girls Softball Association PO Box 2051 Athens, TX 75751 Attn: Tesa Autrey/Leighanne Austin	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Alisa Lynn Hall
--	---

RESOLUTION NO. 2020-R-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY ATHENS, TEXAS AUTHORIZING THE CITY MANAGER TO ENTER INTO AN AGREEMENT WITH THE HENDERSON COUNTY GIRLS SOFTBALL ASSOCIATION FOR FISCAL YEAR 2020 TOURISM DEVELOPMENT GRANT ALLOCATING RECOMMENDED HOTEL OCCUPANCY FUND OF \$7,443.75.

WHEREAS, Hotel Occupancy Tax Fund is supported by overnight guests who stay in Athens hotels and motels and;

WHEREAS, the event organized by this applicant will attract overnight visitors and.

WHEREAS, the event will bring out of town visitors into the City of Athens and;

WHEREAS, the advertising distributed by the applicant will put the City of Athens as a destination location for these events and;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATHENS, TEXAS, that the Athens City Council authorizes the approval of the City Manager entering into an agreement with the Henderson County Girls Softball Association (HCGSA) for Fiscal Year 2020 Tourism Development Grant.

PASSED and APPROVED by majority vote of the City Council of the City of Athens, Texas this **11th day of May, 2020.**

Monte Montgomery, Mayor

ATTEST:

Bonnie Hambrick, City Secretary



Agenda Memorandum

Agenda Date: May 11, 2020

DEPARTMENT: Development Services

CONTACT: Audrey Sloan, Director of Development Services

SUBJECT: Discuss/consider a request from Jeremy Fellman for approval of the final plat of Lot 1 and Lot 2 of the Windsor Subdivision, B. C. Walters Survey A-797, also known as 951 Highway 175 West.

SUMMARY: The proposal is to subdivide the property into two lots.

BACKGROUND: This property is located on West Us Highway 175 and is the location of Athens Iron and Metal. The current zoning of the property is Commercial with a small portion of Agriculture zoning at the south end of the property.

The owner is subdividing the property into 2 separate lots. Athens Iron & Metal will be located on Lot 1. Lot 2 will be vacant and can be used for future development. The plat is compliant with the City's zoning and subdivision ordinances. The Future Land Use Plan designates this area as Commercial.

The Planning & Zoning Commission voted unanimously to recommend approval of the plat.

ISSUE: n/a

ALTERNATIVES: n/a

FISCAL IMPACT: n/a

RECOMMENDATION: Consider approving the final plat of Lot 1 and Lot 2 of the Windsor Subdivision, B. C. Walters Survey A-797, also known as 951 Highway 175 West.

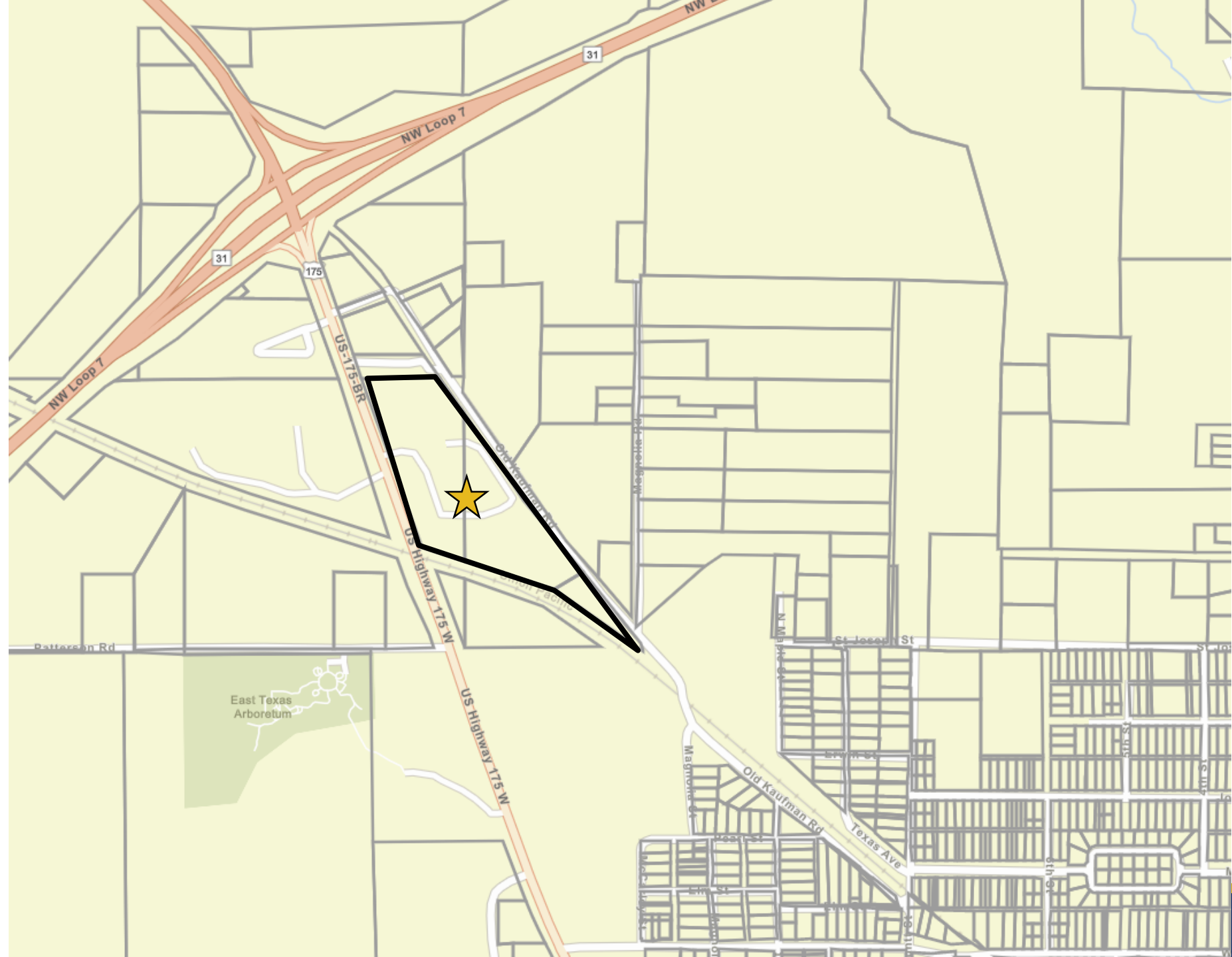
Final Plat

**Applicant:
Jeremy Fellman**

Lot 1 & 2 of Windsor Sub.

B. C. Walters Sur, A-797

951 US Hwy 175 W



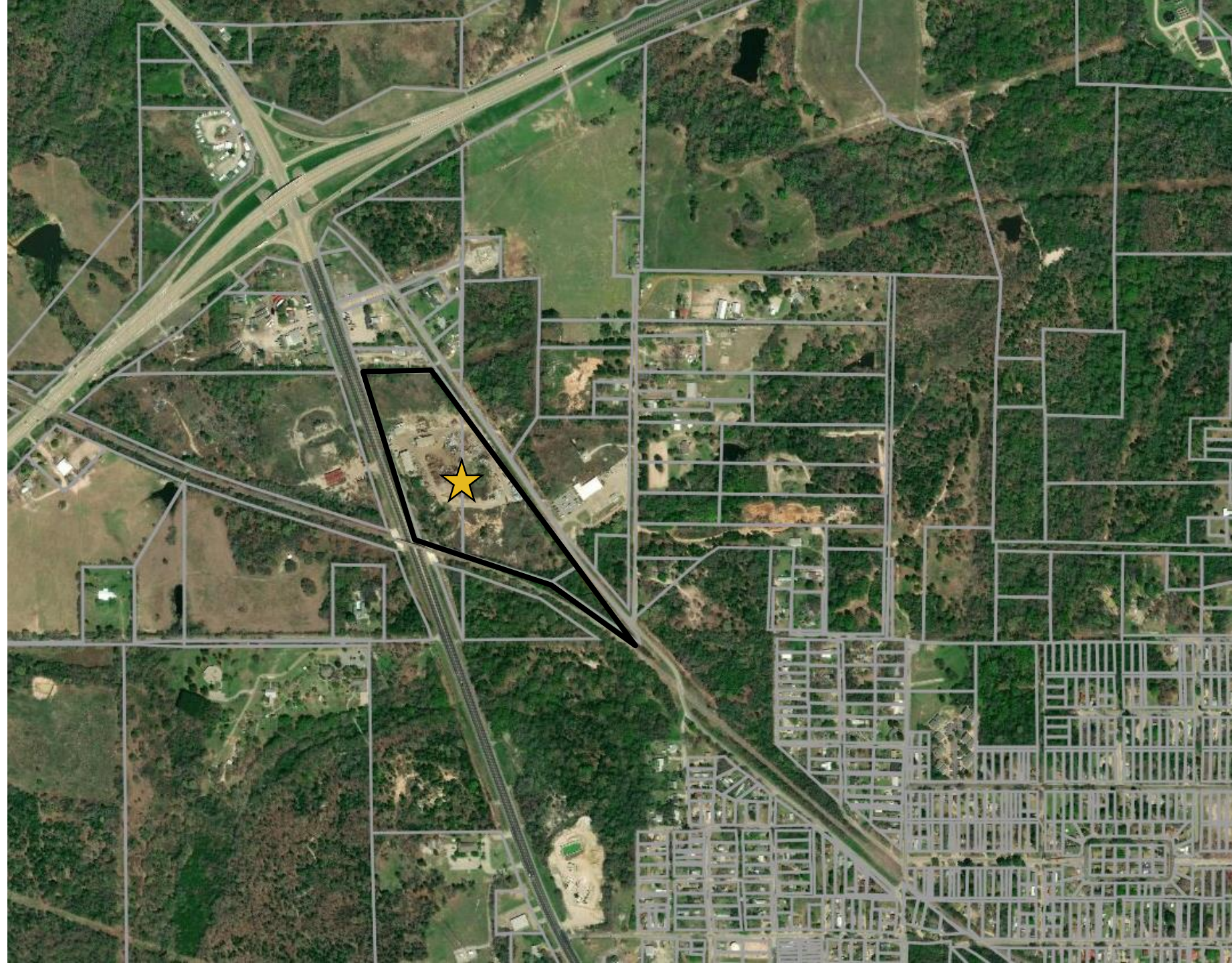
Final Plat

**Applicant:
Jeremy Fellman**

Lot 1 & 2 of Windsor Sub.

B. C. Walters Sur, A-797

951 US Hwy 175 W



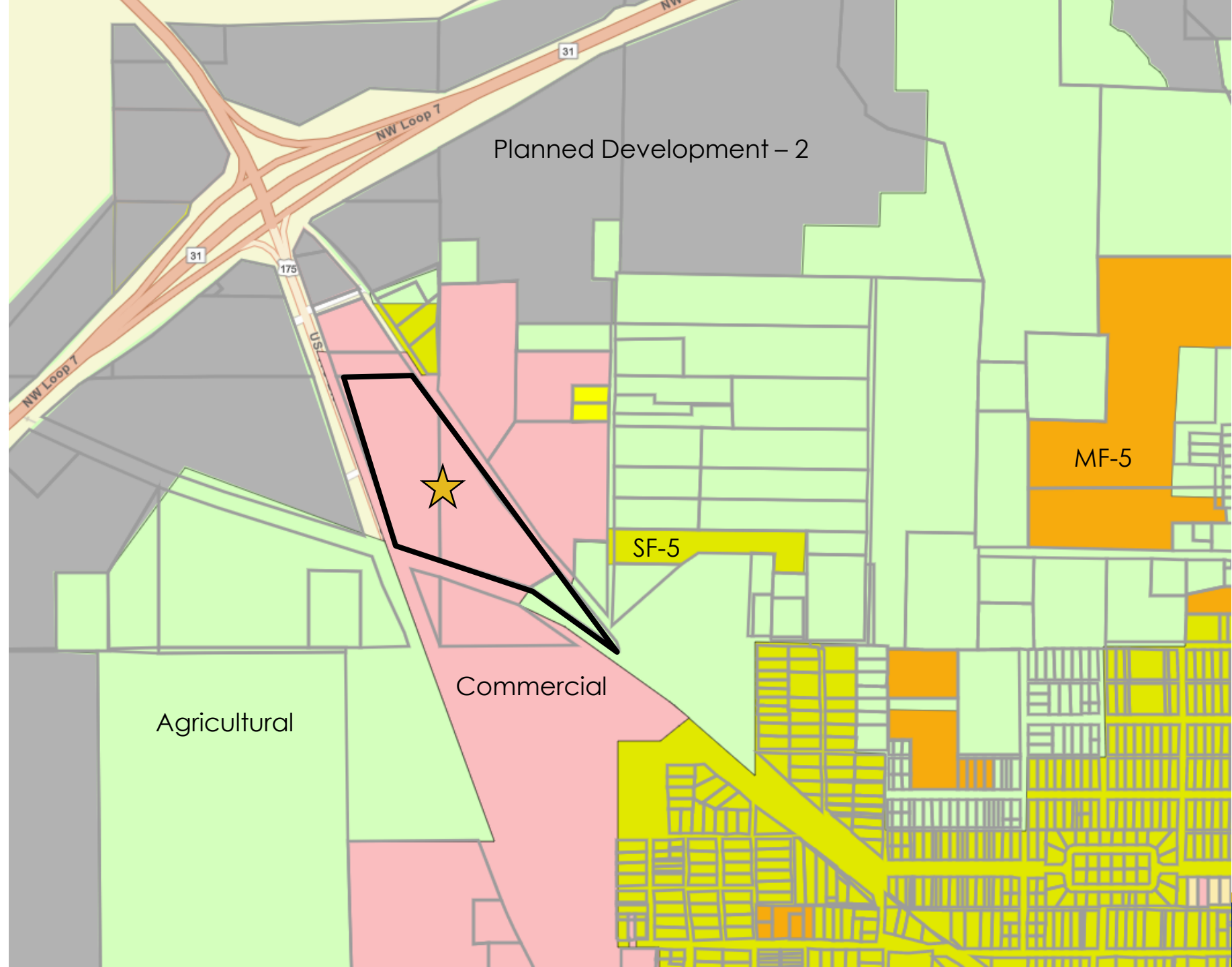
Final Plat

**Applicant:
Jeremy Fellman**

Lot 1 & 2 of Windsor Sub.

B. C. Walters Sur, A-797

951 US Hwy 175 W



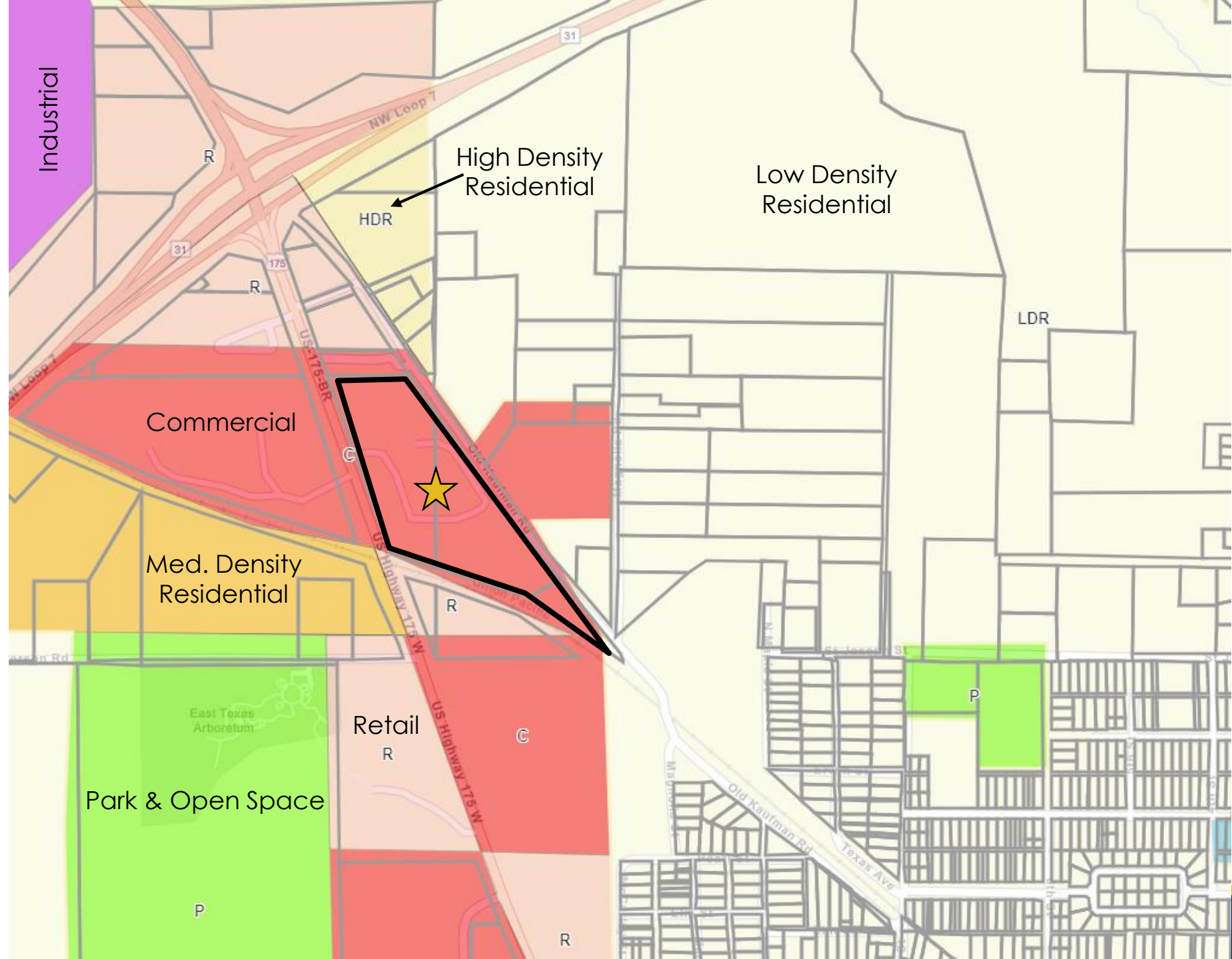
Final Plat

Applicant:
Jeremy Fellman

Lot 1 & 2 of Windsor Sub.

B. C. Walters Sur, A-797

951 US Hwy 175 W



FINAL PLAT
CITY OF ATHENS
PLAT OF 17.31 ACRES
INSTR. 2018-00017520
CREATING
LOTS 1 & 2
WINDSOR SUBDIVISION
B.C. WALTERS SURVEY A-797
HENDERSON COUNTY, TEXAS

WINDSOR IRON AND METAL, LLC IS THE SOLE OWNER OF THE SHOWN PROPERTY AND HEREBY ACCEPTS THIS PLAT AND DOES HEREBY DEDICATE ALL EASEMENTS AND RIGHTS-OF-WAY FOR PUBLIC USE FOREVER. THIS APPROVED PLAT IS SUBJECT TO ALL KNOWN PLATTING ORDINANCES, RULES AND RESOLUTIONS OF THE CITY OF ATHENS, THE COUNTY OF HENDERSON AND THE STATE OF TEXAS.

 JEREMY FELLMAN, OWNER

STATE OF TEXAS:
 COUNTY OF HENDERSON: KNOW ALL MEN BY THESE PRESENTS:
 BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY APPEARED JEREMY FELLMAN, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE HEREIN EXPRESSED.

WITNESS MY HAND AND SEAL ON THIS THE _____ DAY OF _____, 20____.

 NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVED BY THE CITY PLANNING COMMISSION
 THIS THE _____ DAY OF _____, 20____.

 CHAIRMAN

APPROVED BY THE ATHENS CITY COUNCIL
 THIS THE _____ DAY OF _____, 20____.

 MAYOR

 ATTEST: CITY SECRETARY

SCALE: 1" = 200'
 COUNTY: HENDERSON
 ACREAGE: SEE PLAT

SURVEY: B.C. WALTERS A-797
 DESCRIPTION: 2018-00017520
 SURVEYED FOR: JEREMY FELLMAN

HEARN SURVEYING ASSOCIATES
 FIRM NO. 10019900
 108 W. TYLER STREET
 ATHENS, TX 75751
 (903) 675-2858
 1-800-432-7670

I, Mark Ferrell, Registered Professional Land Surveyor 4373, do hereby certify that the above survey plat and notes of even date represent the results of an on the ground survey made under my direction and supervision.
 This the 30 Day of MARCH, 2020.

 Mark Ferrell
 Registered Professional Land Surveyor
 Number 4373



FIELD NOTES
 WINDSOR IRON AND METAL, LLC B. C. WALTERS SURVEY
 17.31 ACRES ABSTRACT 797
 HENDERSON COUNTY

All that certain lot, tract, or parcel of land situated in the B.C. Walters Survey Abstract 797, Henderson County, Texas, being all of a called 7.794 acre tract described by deed recorded in Volume 1812, Page 006, being all of a called 1.06 acre tract described by deed recorded in Volume 1818, Page 618 and being part of a certain tract described by deed recorded in Volume 436, Page 25 and being the same tract described by deed recorded in Instrument 2018-00017520 of the Deed Records of Henderson County, Texas. Said tract or parcel of land being more fully described by metes and bounds as follows.

BEGINNING on a found 1/2" iron rod for the most easterly southeast corner of this tract and the above mentioned 7.794 acre tract located on the southwest line of the Old Kaufman Road;

THENCE with said southwest line S42°03'32"E 675.42 feet to a set 1/2" iron rod for the southeast corner of this tract and the beginning of a curve to the left located on the north R.O.W. of the T. & N.O. Railroad;

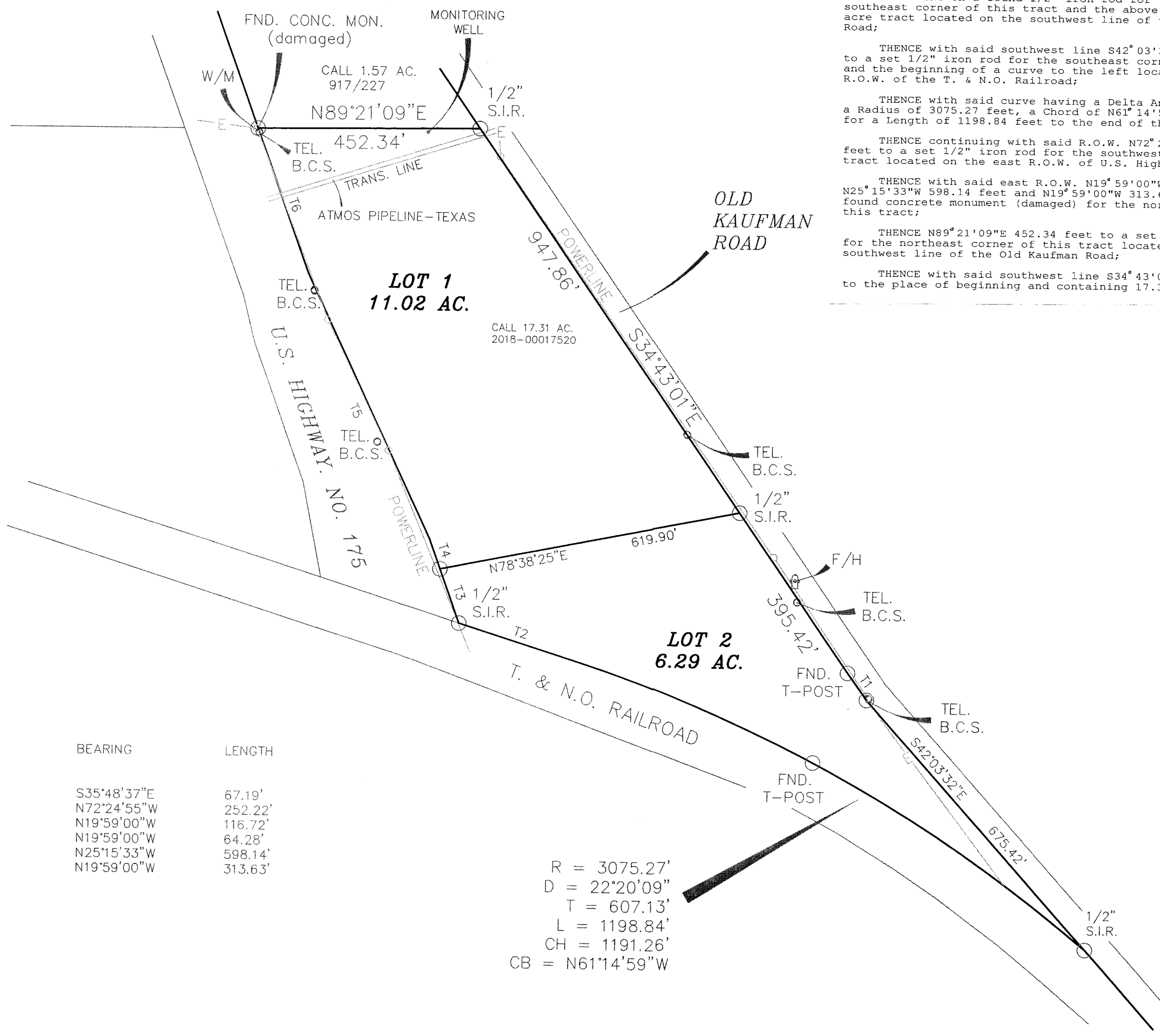
THENCE with said curve having a Delta Angle of 22°20'09" a Radius of 3075.27 feet, a Chord of N61°14'59"W 1191.26 feet for a length of 1198.84 feet to the end of this curve;

THENCE continuing with said R.O.W. N72°24'55"W 252.22 feet to a set 1/2" iron rod for the southwest corner of this tract located on the east R.O.W. of U.S. Highway 175;

THENCE with said east R.O.W. N19°59'00"W 181.00 feet, N25°15'33"W 598.14 feet and N19°59'00"W 313.63 feet to a found concrete monument (damaged) for the northwest corner of this tract;

THENCE N89°21'09"E 452.34 feet to a set 1/2" iron rod for the northeast corner of this tract located on said southwest line of the Old Kaufman Road;

THENCE with said southwest line S34°43'01"E 1343.28 feet to the place of beginning and containing 17.31 acres of land.



TANGENT	BEARING	LENGTH
T1	S35°48'37"E	67.19'
T2	N72°24'55"W	252.22'
T3	N19°59'00"W	116.72'
T4	N19°59'00"W	64.28'
T5	N25°15'33"W	598.14'
T6	N19°59'00"W	313.63'

R = 3075.27'
 D = 22°20'09"
 T = 607.13'
 L = 1198.84'
 CH = 1191.26'
 CB = N61°14'59"W

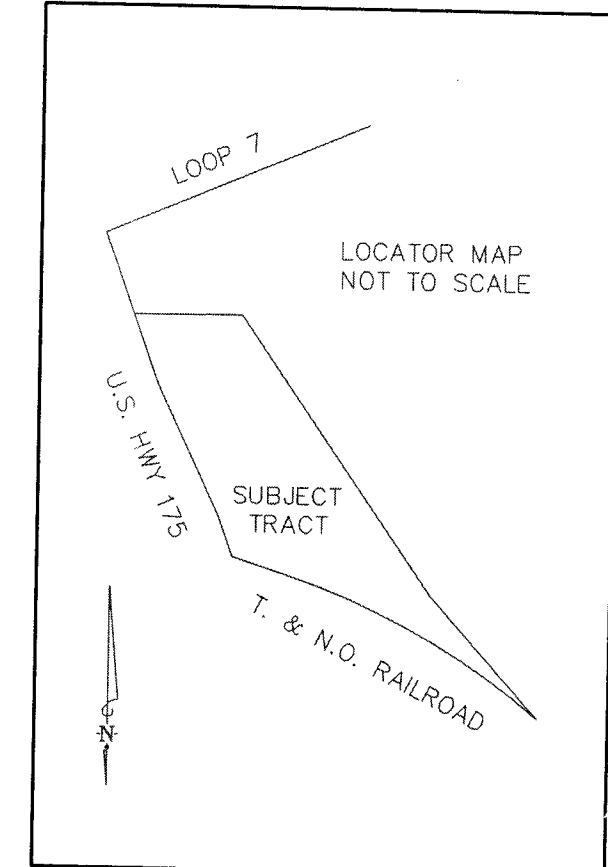
○ = 1/2" IRON ROD FOUND
 UNLESS OTHERWISE NOTED

NOTE: ALL BEARINGS & DISTANCES ARE CALL & ACTUAL.

- LEGEND**
- B.O.C. = BACK OF CURB
 - P.O.B. = POINT OF BEGINNING
 - W/M = WATER METER
 - W/V = WATER VALVE
 - FIR = FOUND IRON ROD
 - SIR = SET IRON ROD
 - F/H = FIRE HYDRANT
 - ⊕ = SANITARY SEWER M/H
 - x-x- = FENCE
 - E- = POWERLINE

NOTE: THIS PROPERTY LIES IN ZONE "X", AREAS OF MINIMAL FLOODING ACCORDING TO FIRM NUMBER 48213CO330E AND 48213CO310E, COMMUNITY NUMBER 480324, DATED 04/05/2010.

WARNING: IF THIS PROPERTY IS NOT WITHIN ZONE A, THE ABOVE FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY AND/OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS, GREATER FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE ANY LIABILITY ON THE PART OF THE LAND SURVEYOR.



USE OR REPRODUCTION OF THIS SURVEY FOR ANY PURPOSE BY OTHER PARTIES IS PROHIBITED. SURVEYOR IS NOT RESPONSIBLE FOR ANY LOSS RESULTING THEREFROM.