



The City of Liberty
City Council
Regular Meeting
~ Agenda ~

1829 Sam Houston
Liberty, TX 77575
www.cityofliberty.org

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, September 11, 2018

6:00 PM

City Council Chambers

The City Council of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

Attendee Name	Present	Absent	Late	Arrived
Mayor Carl Pickett	☐	☐	☐	
Mayor Pro Tem Diane Huddleston	☐	☐	☐	
Councilperson Dennis Beasley	☐	☐	☐	
Councilperson Libby Simonson	☐	☐	☐	
Councilperson David Arnold	☐	☐	☐	
Councilperson Paul Glazener	☐	☐	☐	
Councilperson Chipper Smith	☐	☐	☐	

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Public Comment is reserved for members of the public who would like to address the City Council regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Council may not deliberate or take any action during Citizen's comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comment with a factual statement or clarification. The City Council may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 4229)

Project Updates - City Manager Tom Warner

B. Information Item (ID # 4230)

Sam Rayburn Municipal Power Agency - Mayor Pickett

C. Information Item (ID # 4231)

Recycling Report - Councilperson Huddleston

D. Information Item (ID # 4232)

Mayor, Council and Staff Comments

VI. CONSENT AGENDA

All consent items 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 a Council Member so requests, and if such a request is made, the item will be removed from the Consent Agenda and considered in a normal sequence on the agenda.

A. Minutes Approval

1. Tuesday, August 14, 2018
2. Tuesday, August 28, 2018
3. Wednesday, August 29, 2018

B. Council Action (ID # 4252)

Consider approval of the abandonment of an electrical easement on the east side of Lot 1, Block 2, Section 1 of the Featherstone Subdivision.

- Electric Easement Map (PDF)

C. Council Action (ID # 4248)

Consider acceptance of the 2019 Routine Airport Maintenance Program (RAMP) Grant Agreement.

- 2019 RAMP Grant Agreement (PDF)

VII. REGULAR AGENDA**A. Regular Session****1. Council Action (ID # 4233)**

Consider approval of the newly appointed City Manager's employment contract.

2. Ordinance (ID # 4251)

CONSIDER ADOPTION OF AN ORDINANCE AMENDING THE CODE OF ORDINANCES, ARTICLE 3, CREATING SECTION 3.08.132, REGULATING RECREATIONAL VEHICLES ON COMMERCIAL PROPERTIES; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

3. Public Hearing (ID # 4234)

Public Hearing on the Proposed Budget for Fiscal Year 2018-2019.

4. Ordinance (ID # 4235)

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER

1, 2018 AND ENDING SEPTEMBER 30, 2019; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING NECESSARY FUNDS FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS, PROJECTS AND ACCOUNTS; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

5. Council Action (ID # 4236)

Consider ratification of the property tax revenue increase reflected in the Fiscal Year 2018-2019 Budget.

6. Public Hearing (ID # 4237)

Public Hearing on the proposed Tax Rate for Fiscal Year 2018-2019.

7. Resolution (ID # 4239)

Consider a Resolution appointing a representative to the Sam Rayburn Municipal Power Agency Board of Directors.

8. Resolution (ID # 4240)

Consider a Resolution appointing a representative to fill an unexpired term on the Sam Rayburn Municipal Power Agency Board of Directors.

9. Council Action (ID # 4241)

Consider appointments to the Liberty Municipal Library Board.

10. Council Action (ID # 4242)

Consider a Request for Proposal award for employee health, dental and vision insurance.

- Bid Tab-Ins 2018 (XLS)

11. Council Action (ID # 4243)

Consider a nomination to the Liberty County Central Appraisal District Agricultural Advisory Board.

- CAD-Ag Board Info (PDF)

12. Council Action (ID # 4244)

Consider a nomination to the Liberty County Central Appraisal District, Appraisal Review Board.

- CAD-ARB Info (PDF)

13. Council Action (ID # 4245)

Consider approval of the appointment of the City Manager as the General Manager of the Liberty Community Development Corporation.

14. Council Action (ID # 4246)

Consider authorizing City Manager, Tom Warner, as a signatory on all City financial accounts.

15. Council Action (ID # 4247)

Consider approval of an Interlocal Contract with Liberty County, Precinct 1, for paving of the parking lot at the Liberty Municipal Golf Course.

16. Council Action (ID # 4249)

Consider approval of an Electric Department Emergency Operations Plan.

- Summary EOP (PDF)

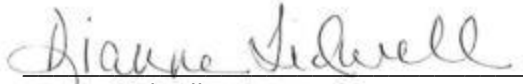
17. Council Action (ID # 4250)

Consider acceptance of a Texas Department of Emergency Management Hazard Mitigation Grant for a Wastewater Treatment Plant Floodwall and Levee.

- Hazard Mitigation Grant Info (PDF)

VIII. ADJOURNMENT**A. Motion To: Adjourn**

I certify that the attached Notice of Meeting was posted on the bulletin board and in the Message Centers located on the east and west sides of the City Hall Administration Building, located at 1829 Sam Houston on the 7th day of September, 2018 at 4:00 p.m. This notice will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.


Dianne Tidwell, City Secretary**NOTICE**

In compliance with the Americans with Disabilities Act, the City of Liberty will provide reasonable accommodation for persons attending and/or participating in this Council Meeting. To better serve you, requests must be made at least 24 hours prior to the meeting. Contact the City at (936) 336-3684 or by Fax at (936) 336-9846. The building is wheelchair accessible, with parking available, on the west side of the building.

I certify that the attached Notice and Agenda of items to be considered by the City Council was removed by me from the bulletin board at the City Hall on the _____ day of _____, 2018.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.A

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4229)

DOC ID: 4229

Subject: Project Updates

Background: This agenda item has afforded the City Manager to update the Council and the public on current and future City projects and activities.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.B

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4230)

DOC ID: 4230

Subject: SRMPA Report

Background: The Sam Rayburn Municipal Power Agency supplies the wholesale electrical energy needs of the member cities of Liberty, Jasper and Livingston. Mayor Pickett is the President of the Sam Rayburn Municipal Power Agency and desires to provide the Council and the public with updates on the Agency's projects and activities.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.C

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Reports

INFORMATION ITEM (ID # 4231)

DOC ID: 4231

Subject: Recycling Report

Background: The City of Liberty holds a "Shred Event" for the public for proper disposal of sensitive documents. Councilperson Huddleston arranges these events for the City.

Fiscal Impact: The City has allocated \$4000 from the Solid Waste Fund for recycling. The cost for the Shred Events are expended from this fund.

Staff Recommendation: Staff recommends continuing with the Shred Events for the benefit of the residents.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

5.D

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Comments

INFORMATION ITEM (ID # 4232)

DOC ID: 4232

Subject: Mayor, Council & Staff Comments

Background: This agenda item affords the Mayor, Council and Members of Staff to comment on recognition of community members, city employees, upcoming events, etc.



The City of Liberty City Council

Regular Meeting

~ Minutes ~

1829 Sam Houston
Liberty, TX 77575
www.cityofliberty.org

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, August 14, 2018

6:00 PM

City Council Chambers

The City Council of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

The meeting was called to order on August 14, 2018 at the City Council Chambers, 1829 Sam Houston Liberty, TX at 6:00 PM by Mayor Carl Pickett.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Huddleston	Mayor Pro Tem	Present	
Dennis Beasley	Councilperson	Present	
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Absent	
Paul Glazener	Councilperson	Present	
Chipper Smith	Councilperson	Present	
Larry Shaw	Interim City Manager	Present	
Dianne Tidwell	City Secretary	Present	
Brandon Davis	City Attorney	Present	

II. INVOCATION

The Invocation was given by Mr. Mike Spears, Liberty Masonic Lodge.

III. PLEDGE OF ALLEGIANCE

The Pledge to the American and Texas flags was led by Police Chief Tom Claunch and Fire Chief Brian Hurst, respectively.

IV. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

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Mayor Pickett welcomed guests and visitors, opening the floor for public comment to those individuals wishing to address the Council. There were no comments.

Minutes Acceptance: Minutes of Aug 14, 2018 6:00 PM (Minutes Approval)

V. PRESENTATIONS / REPORTS

A. Information Item (ID # 4189)

Project Updates - Interim City Mgr. L. Shaw

COMMENTS - Current Meeting:

Interim City Manager Larry Shaw reported on various City projects and activities:

- Obstacle with the Levee Project regarding concrete foundation
- New traffic speeds on Hwy. 146N, TxDOT to place variable message signage
- Two upcoming Council Meetings, August 28 & 29
- Code Enforcement time changes allowing more time in the field for compliance issues
- Rate Study (Water, Wastewater, Elec) to be complete approximately Nov. 1
- Tree Trimming Bids brought to Council at a future meeting
- Contractor hit waterline, causing issues at Boomerang Tube
- Other City related projects/activities.

B. Information Item (ID # 4190)

Sam Rayburn Municipal Power Agency - Mayor Pickett

COMMENTS - Current Meeting:

Mayor Carl Pickett, President of SRMPA, stated that the Agency's lawsuit with its former General Counsel, will be appealed to the Texas Supreme Court. Mayor Pickett also reported that the Express Feeder, which will provide redundancy in the City's electric system, and funded by SRMPA, will soon be complete.

C. Information Item (ID # 4191)

Recycling Report - Councilperson Huddleston

COMMENTS - Current Meeting:

Councilperson Huddleston reported that the next recycling event is tentatively set for Saturday, September 22, 2018. The September event will not include recycling.

D. Information Item (ID # 4192)

Mayor, Council and Staff Comments

COMMENTS - Current Meeting:

There were no comments.

VI. CONSENT AGENDA

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considered in a normal sequence on the agenda.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis Beasley, Councilperson
SECONDER:	Paul Glazener, Councilperson
AYES:	Pickett, Huddleston, Beasley, Simonson, Glazener, Smith
ABSENT:	David Arnold

A. Minutes Approval

1. Tuesday, July 10, 2018
2. Tuesday, July 17, 2018
3. Wednesday, July 18, 2018
4. Tuesday, July 31, 2018

B. Council Action 2018-63

Consider approval of an Agreement for Transportation Services between the Brazos Transit District and the City of Liberty.

ATTACHMENTS:

- Brazos Transit Agreement (PDF)

C. Council Action 2018-64

Consider designation of certain vehicles and equipment as surplus property.

D. Resolution 2018-4

Consider approval of a Resolution electing to participate in the Tax Abatement Program under Texas Tax Code Chapter 312.

E. Resolution 2018-5

Consider a Resolution adopting Guidelines and Criteria for Tax Abatement.

ATTACHMENTS:

- Tax Abatement Guidelines and Criteria 2018 (DOCX)

VII. REGULAR AGENDA

A. Regular Session

1. Council Action 2018-65

Consider award of bid for lawn maintenance of various City properties and the Hwy. 90 Median.

COMMENTS - Current Meeting:

Public Works Director Tom Warner reported on three (3) bids received for lawn maintenance services for twenty-six (26) City properties, including the Hwy. 90 median. After discussion of the three bidders, previous lawn maintenance vendor, and properties to be mowed, a motion was made to award the bid to J.D. Lopez, the low bidder, for \$1,930.00 per week.

ATTACHMENTS:

- Agenda Form- Lawn Maintenance (DOCX)
- Bid Tab-Lawn Maintenance (XLSX)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Diane Huddleston, Mayor Pro Tem
SECONDER:	Chipper Smith, Councilperson
AYES:	Pickett, Huddleston, Beasley, Simonson, Glazener, Smith
ABSENT:	David Arnold

2. Ordinance 2018-18

CONSIDER ADOPTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS SETTING THE TIMES FOR SCHOOL ZONES LOCATED WITHIN THE CITY; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

COMMENTS - Current Meeting:

Mayor Pickett read the caption of the Ordinance into the record as follows:

"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS SETTING THE TIMES FOR SCHOOL ZONES LOCATED WITHIN THE CITY; PROVIDING FOR A PENALTY; PROVIDING FOR PUBLICATION; AND PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS."

Public Works Director Tom Warner reported that this Ordinance specifies that the start time and end time for the school zones be established as a set time. For the start of school, the time-period would be forty minutes (40) minutes before school starts and twenty (20) minutes after school starts. For the end of school, the time-period would be twenty (20) minutes before school ends and forty (40) minutes after school ends.

A motion was made to adopt the Ordinance as presented.

ATTACHMENTS:

- Agenda Form-School Speed Zones (DOCX)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Paul Glazener, Councilperson
SECONDER: Libby Simonson, Councilperson
AYES: Pickett, Huddleston, Beasley, Simonson, Glazener, Smith
ABSENT: David Arnold

3. Council Action 2018-62

Consider approval of Change Order No. 1 for the 2016 TxCDBG Sewer Rehabilitation Project (Layl Drive Area).

COMMENTS - Current Meeting:

Public Works Director Tom Warner reported on options for repair to approximately 2,000 feet of corrugated metal sanitary sewer pipe, in the Layl Drive area. The original plan for upgrading the sewer system was to use the pipe bursting method, however, a portion of the sewer line crosses Abbott's Creek. It was determined that in order to repair the pipe, without open cutting across the creek, to use Cured in Place Pipe (CIPP). This consists of a pipe-within-a-pipe, at a cost of \$208,953.95. The contractor's work is reduced by \$109,336.00, with the additional net cost to the project of \$99,617.95.

After further discussion, a motion was made to approve Change Order No. 1 in the amount of \$81,617.95, and a purchase order to be issued in the remaining amount of \$18,000.00, to be funded from the 2017 Sanitary Sewer System Bond proceeds.

ATTACHMENTS:

- Agenda Form-Change Order-CDBG-Layl (DOCX)

RESULT: APPROVED [UNANIMOUS]
MOVER: Dennis Beasley, Councilperson
SECONDER: Paul Glazener, Councilperson
AYES: Pickett, Huddleston, Beasley, Simonson, Glazener, Smith
ABSENT: David Arnold

4. Council Action 2018-66

Consider ratification of the expenditure of funds, by the City Manager, to replace the electrical breaker panels at the Humphreys Cultural Center.

COMMENTS - Current Meeting:

Interim City Manager Larry Shaw reported on safety issues with the breaker panels at the Humphreys Cultural Center. Mr. Shaw stated that this equipment is not within the confines of code compliance, estimated cost to be under \$50,000 and repairs are to be paid for with Cambridge Funds.

A motion was made to approve the necessary repairs to the breaker boxes and panels at the Humphreys Cultural Center, for under \$50,000.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis Beasley, Councilperson
SECONDER:	Paul Glazener, Councilperson
AYES:	Pickett, Huddleston, Beasley, Simonson, Glazener, Smith
ABSENT:	David Arnold

5. Information Item (ID # 4200)

Presentation, and discussion, of the Proposed Fiscal Year 2018-2019 Budget.

COMMENTS - Current Meeting:

Interim City Manager Larry Shaw presented, to Council, the Proposed Budget for Fiscal Year 2018-2019. Mr. Shaw reported on proposed revenues and expenditures of the various funds, tax rate information, transfers, bond projects, infusion of funds from the Cambridge Project for fleet rotation, additional projects to be financed with Cambridge funds, revenues and expenditures of the new fiscal year Liberty Community Development Corporation Budget and future projects for consideration. Mr. Shaw stated that the proposed budget is a balanced budget.

6. Council Action 2018-67

Consider setting the date, time and location for a Public Hearing on the Proposed Budget for Fiscal Year 2018-2019.

COMMENTS - Current Meeting:

A motion was made to set the Public Hearing on the Proposed Budget for Fiscal Year 2018-2019 for Tuesday, September 11, 2018 at 6:00 p.m., in the City Council Chambers.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Huddleston, Beasley, Simonson, Glazener, Smith
ABSENT:	David Arnold

7. Council Action 2018-68

Consider approval of the Proposed Tax Rate for Fiscal Year 2018-2019.

COMMENTS - Current Meeting:

After brief discussion, a motion was made to approve the Proposed Tax Rate for Fiscal Year 2018-2019 at \$0.5851, per \$100 valuation.

RESULT: APPROVED [UNANIMOUS]
MOVER: Paul Glazener, Councilperson
SECONDER: Libby Simonson, Councilperson
AYES: Pickett, Huddleston, Beasley, Simonson, Glazener, Smith
ABSENT: David Arnold

8. Council Action 2018-69

Consider setting the date, time and location for Public Hearings on the Tax Rate for Fiscal Year 2018-2019.

COMMENTS - Current Meeting:

A motion was made to set the Public Hearings on the Proposed Tax Rate for Fiscal Year 2018-2019 for Tuesday, August 28, 2018 and Tuesday, September 11, 2018 at 6:00 p.m., in the City Council Chambers.

RESULT: APPROVED [UNANIMOUS]
MOVER: Libby Simonson, Councilperson
SECONDER: Paul Glazener, Councilperson
AYES: Pickett, Huddleston, Beasley, Simonson, Glazener, Smith
ABSENT: David Arnold

VIII. ADJOURNMENT

A. Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 7:15 p.m.

 Carl Pickett, Mayor

ATTEST:

 Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Aug 14, 2018 6:00 PM (Minutes Approval)



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

1829 Sam Houston
Liberty, TX 77575
www.cityofliberty.org

Dianne Tidwell
City Secretary
(936) 336-3684

Tuesday, August 28, 2018

6:00 PM

City Council Chambers

The City Council of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

The meeting was called to order on August 28, 2018 at the City Council Chambers, 1829 Sam Houston Liberty, TX at 6:00 PM by Mayor Carl Pickett.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Huddleston	Mayor Pro Tem	Present	
Dennis Beasley	Councilperson	Present	
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Paul Glazener	Councilperson	Present	
Chipper Smith	Councilperson	Present	
Larry Shaw	Interim City Manager	Present	
Dianne Tidwell	City Secretary	Present	
Brandon Davis	City Attorney	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Public Comment is reserved for members of the public who would like to address the City Council regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Council may not deliberate or take any action during Citizen's comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comment with a factual statement or clarification. The City Council may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.

Mayor Pickett welcomed guests and visitors, opening the floor for public comment to those individuals wishing to address the Council.

III. REGULAR AGENDA

A. Executive Session

, Gov. Code §551.071 - Consultation with Attorney.
Contemplated / Pending Litigation.
Discussion related to wastewater litigation with the Cities of Hardin and Ames.

This Executive Session was held following the Regular Session Agenda Item, VII.A.1, regarding

Minutes Acceptance: Minutes of Aug 28, 2018 6:00 PM (Minutes Approval)

the Grace Initiative.

At 6:32 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

B. Reconvene into Regular Session

At 7:09 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2018-70

Consider and take action, if any, on litigation related to the Cities of Hardin and Ames wastewater issues, as discussed in the Executive Session.

RESULT:	NO ACTION TAKEN
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IV. PRESENTATIONS / REPORTS

1. Information Item (ID # 4206)

Project Updates - Interim City Mgr. L. Shaw

COMMENTS - Current Meeting:

Interim City Manager Larry Shaw reported on various City related items including:

- looking into new vendor to design and host website
- new payroll system to be in place approximately Oct 1
- Water/Wastewater/Electric Rate Study is behind schedule
- Levee work continues
- HVAC issues at the Cultural Center
- Other City topics.

2. Information Item (ID # 4207)

CAD Agricultural Advisory Board

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell reported on a nomination to be made, and related requirements for a position on the Central Appraisal District, Agricultural Advisory Board. This item will be placed on the September 11th Council Agenda for consideration.

ATTACHMENTS:

- CAD-Ag Board Info (PDF)

3. Information Item (ID # 4208)

CAD Appraisal Review Board

COMMENTS - Current Meeting:

City Secretary Dianne Tidwell reported on a nomination to be made, and related

requirements for a position on the Central Appraisal District, Appraisal Review Board. This item will be placed on the September 11th Council Agenda for consideration.

ATTACHMENTS:

- CAD-ARB Info (PDF)

4. Information Item (ID # 4209)

Mayor, Council and Staff Comments

COMMENTS - Current Meeting:

There were no comments.

V. CONSENT AGENDA

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RESULT:	APPROVED [UNANIMOUS]
MOVER:	Dennis Beasley, Councilperson
SECONDER:	Libby Simonson, Councilperson
AYES:	Pickett, Huddleston, Beasley, Simonson, Arnold, Glazener, Smith

1. Ordinance 2018-19

CONSIDER ADOPTION OF AN ORDINANCE BY THE CITY OF LIBERTY, TEXAS ("CITY") DENYING THE RATE INCREASE REQUEST OF ENTERGY TEXAS, INC. FILED ON MAY 15, 2018; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

2. Council Action 2018-71

Consider approval of extending the Bank Depository Agreements, with Prosperity Bank, for the City of Liberty and the Liberty Community Development Corporation, for an additional one year.

ATTACHMENTS:

- Bank Depository Information (PDF)

3. Ordinance (ID # 4212)

CONSIDER ADOPTION OF AN ORDINANCE AMENDING THE CODE OF ORDINANCES, ARTICLE 3, CREATING SECTION 3.08.132, REGULATING RECREATIONAL VEHICLES ON COMMERCIAL PROPERTIES; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

COMMENTS - Current Meeting:

Councilperson Beasley requested that this agenda item regarding recreational vehicles be removed from the Consent Agenda and postponed to a future meeting.

VI. REGULAR AGENDA**A. Regular Session****1. Council Action 2018-72**

Presentation by the GRACE Initiative regarding program services and support methods, and take any action deemed necessary.

COMMENTS - Current Meeting:

Glennnda Hardin, President of the G.R.A.C.E. Initiative, addressed Council regarding the Meals on Wheels Program, the benefits to those that receive assistance, and the program history. Following brief discussion, Mayor Pickett moved to the Executive Session.

Following the Executive Session, Mayor Pickett reopened this agenda item for further discussion and consideration.

Following discussion, a motion was made by Councilperson Simonson, seconded by Councilperson Glazener to expend funds in the amount of \$3000 to the G.R.A.C.E. Initiative and finding that it serves the public purpose by aiding the elderly. The motion failed 2-5.

After further discussion, a motion was made to expend funds in the amount of \$5000 to the G.R.A.C.E. Initiative, and finding that it serves the public purpose by aiding the elderly through the Meals on Wheels Program.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	David Arnold, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Huddleston, Beasley, Simonson, Arnold, Glazener, Smith

2. Public Hearing (ID # 4214)

Public Hearing on the proposed Tax Rate for Fiscal Year 2018-2019.

COMMENTS - Current Meeting:

At 7:10 p.m., Mayor Pickett opened the Public Hearing on the Proposed Tax Rate for Fiscal Year 2018-2019. Interim City Manager Larry Shaw reported that this item affords discussion on the proposed rate. Mr. Shaw reported that the rate is changing from \$0.6110 to \$0.5851, for a 4.85% increase in the effective tax rate. Also mentioned was the effective and rollback rates.

With no further comments, and none from the public, Mayor Pickett closed the Public Hearing at 7:13 p.m.

3. Information Item (ID # 4215)

Discussion regarding the Proposed Budget for Fiscal Year 2018-2019.

COMMENTS - Current Meeting:

Interim City Manager Larry Shaw reported that there are no changes to the proposed budget, other than the \$5000 to G.R.A.C.E. Initiative, approved earlier in this meeting. Mr. Shaw reported that this expenditure will be paid from the General Fund.

4. Information Item (ID # 4216)

Legal Training Presentation by City Attorney, Brandon Davis.

COMMENTS - Current Meeting:

City Attorney Brandon Davis addressed the Council regarding the topic of abstention.

5. Council Action 2018-73

Consider authorizing the City Manager to execute an agreement for a HVAC and Lighting Renovation Project.

COMMENTS - Current Meeting:

Public Works Director Tom Warner reported that in April, 2018, an energy assessment study was completed of the City Hall, Public Works Service Center and Fire and Police buildings. This study was financed by the State Energy Conservation Office (SECO) and found that significant decreases in annual energy costs, as well as maintenance costs, could be achieved through replacement of lights and HVAC systems at these buildings. ESA Consulting Engineers submitted a proposal to prepare the plans and specifications for these projects. Cost for ESA is 10% of construction costs, with an estimated construction cost of \$235,000.00.

A motion was made to execute an agreement with ESA for the HVAC and Lighting Renovation Project, with the cost to be expended from Cambridge Project Funds.

ATTACHMENTS:

- Proposal-HVAC & Lighting Project (PDF)
- Agenda Form- HVAC Lighting Engineering Agreement (DOCX)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Councilperson
SECONDER:	Diane Huddleston, Mayor Pro Tem
AYES:	Pickett, Huddleston, Beasley, Simonson, Arnold, Glazener, Smith

6. Information Item (ID # 4218)

Receive Electric Utility Project Update and discussion of same.

COMMENTS - Current Meeting:

Interim City Manager Larry Shaw reported on electrical system reconstruction to include those areas that have been completed, those that are ongoing and future areas to be rehabilitated. These areas include various subdivisions and electric feeders. Mr. Shaw stated that \$4 million dollars, in Cambridge Funds, had been dedicated to this reconstruction.

7. Council Action 2018-74

Discuss and consider approval of the City's Electric System Capital Improvement Plan.

COMMENTS - Current Meeting:

Interim City Manager Larry Shaw reported that the proposed Electric System Capital Improvement Plan will assist to identify, evaluate and prioritize future electrical projects, establishing guidelines and principles.

A motion was made to approve the Electric System Capital Improvement Plan.

ATTACHMENTS:

- Electric Service Capital Improvement Plan (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Councilperson
SECONDER:	Paul Glazener, Councilperson
AYES:	Pickett, Huddleston, Beasley, Simonson, Arnold, Glazener, Smith

8. Council Action 2018-75

Discuss and consider approval of an Electric System Vegetative Management Program.

COMMENTS - Current Meeting:

Interim City Manager Larry Shaw reported that the proposed Electric System Vegetative Management Program addresses criteria for consistent execution of vegetative management practices, providing safety for the public and enhancing electric service delivery.

A motion was made to approve the Electric System Vegetative Management Program.

ATTACHMENTS:

- Electric System Vegetation Management Program (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Councilperson
SECONDER:	Dennis Beasley, Councilperson
AYES:	Pickett, Huddleston, Beasley, Simonson, Arnold, Glazener, Smith

9. Council Action 2018-76

Discuss and consider approval of a City Electric Service Requirements Manual.

COMMENTS - Current Meeting:

Interim City Manager Larry Shaw that the Electric Service Requirements Manual provides guidelines and criteria to assist customers, builders and developers in securing new or modifying existing electric service facilities.

A motion was made to approve the Electric Service Requirements Manual.

ATTACHMENTS:

- Electric Service Requirements Manual (PDF)

RESULT: APPROVED [UNANIMOUS]
MOVER: Paul Glazener, Councilperson
SECONDER: Diane Huddleston, Mayor Pro Tem
AYES: Pickett, Huddleston, Beasley, Simonson, Arnold, Glazener, Smith

10. Council Action 2018-77

Discuss and consider approval of a Municipal Lighting Design and Installation Manual.

COMMENTS - Current Meeting:

Interim City Manager Larry Shaw reported that the Municipal Lighting Design and Installation Manual will provide a uniform process to identify locations, spacing and types of lights required for roadways, private streets, subdivisions and other applications, assisting customers, developers and builders with the City's required construction standards.

A motion was made to approve the Municipal Lighting Design and Installation Manual.

ATTACHMENTS:

- Municipal Light Design and Installation Manual (PDF)

RESULT: APPROVED [UNANIMOUS]
MOVER: Paul Glazener, Councilperson
SECONDER: Dennis Beasley, Councilperson
AYES: Pickett, Huddleston, Beasley, Simonson, Arnold, Glazener, Smith

11. Council Action 2018-78

Discuss and consider discontinuing garbage service in the Country Club Subdivision.

COMMENTS - Current Meeting:

Discussion was held regarding garbage service within the Country Club Subdivision, not being located in the city limits or Liberty's extra-territorial jurisdiction, customers that do not pay, and the City having no recourse for collection of outstanding bills as there is no other fees charged to the subdivision by the City. Further discussion included discontinuing this service, with proper notice given to the residents.

A motion was made to discontinue garbage service to the Country Club Subdivision, effective October 15, 2018.

RESULT: APPROVED [UNANIMOUS]
MOVER: Paul Glazener, Councilperson
SECONDER: Libby Simonson, Councilperson
AYES: Pickett, Huddleston, Beasley, Simonson, Arnold, Glazener, Smith

12. Council Action 2018-79

Consider designating a Representative and Alternate to the Houston-Galveston Area Council 2019 General Assembly.

COMMENTS - Current Meeting:

A motion was made to designate Mayor Pickett and Councilperson Beasley as the representative and alternate, respectively, to the Houston-Galveston Area Council 2019 General Assembly.

ATTACHMENTS:

- HGAC General Assembly (PDF)
- HGAC Designation Form (PDF)

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Paul Glazener, Councilperson
SECONDER:	Libby Simonson, Councilperson
AYES:	Pickett, Huddleston, Beasley, Simonson, Arnold, Glazener, Smith

B. Executive Session

Gov. Code §551.074 - Personnel Matters.

Discussion related to the City Manager Candidates and Interview Process.

At 8:05 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

C. Reconvene into Regular Session

At 8:45 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

VII. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 8:46 p.m.

.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Aug 28, 2018 6:00 PM (Minutes Approval)



The City of Liberty City Council

Special Called Meeting

~ Minutes ~

1829 Sam Houston
Liberty, TX 77575
www.cityofliberty.org

Dianne Tidwell
City Secretary
(936) 336-3684

Wednesday, August 29, 2018

5:30 PM

City Council Chambers

The City Council of Liberty, Texas reserves the right to meet in closed session on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551 of the Texas Government Code.

I. CALL TO ORDER

The meeting was called to order on August 29, 2018 at the City Council Chambers, 1829 Sam Houston Liberty, TX at 5:35 PM by Mayor Carl Pickett.

Attendee Name	Title	Status	Arrived
Carl Pickett	Mayor	Present	
Diane Huddleston	Mayor Pro Tem	Present	
Dennis Beasley	Councilperson	Present	
Libby Simonson	Councilperson	Present	
David Arnold	Councilperson	Present	
Paul Glazener	Councilperson	Present	5:40 PM
Chipper Smith	Councilperson	Present	
Larry Shaw	Interim City Manager	Present	
Dianne Tidwell	City Secretary	Present	

II. ACKNOWLEDGEMENT OF GUESTS AND VISITORS / PUBLIC COMMENT

Public Comment is reserved for members of the public who would like to address the City Council regarding agenda and non-agenda items. Please be aware that, under Texas Law, the Council may not deliberate or take any action during Citizen's comments for items not on the agenda. In some situations, City Staff may be able to respond to the public comment with a factual statement or clarification. The City Council may have the item placed on a future agenda for action or refer the item to Management and Staff for study or conclusion.

There were no guests or visitors at this time.

III. REGULAR AGENDA

A. Executive Session

Gov. Code §551.074 - Personnel Matters.

1. Conduct interviews with finalists for the position of City Manager.
2. Review and discuss finalist interviews.

At 5:36 p.m., Mayor Pickett closed the open meeting and opened the Executive Session as authorized above.

B. Reconvene into Regular Session

At 9:14 p.m., Mayor Pickett closed the Executive Session and reconvened the open meeting.

1. Council Action 2018-80

Consider the appointment of a new City Manager, as discussed in the Executive Session.

COMMENTS - Current Meeting:

A motion was made to hire Tom Warner as the new Liberty City Manager, effective August 30, 2018.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Libby Simonson, Councilperson
SECONDER:	Paul Glazener, Councilperson
AYES:	Pickett, Huddleston, Beasley, Simonson, Arnold, Glazener, Smith

IV. ADJOURNMENT

Motion To: Adjourn

COMMENTS - Current Meeting:

There being no further business before the Council, Mayor Pickett adjourned the meeting at 9:15 p.m.

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Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary

Minutes Acceptance: Minutes of Aug 29, 2018 5:30 PM (Minutes Approval)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.B

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Electric

COUNCIL ACTION (ID # 4252)

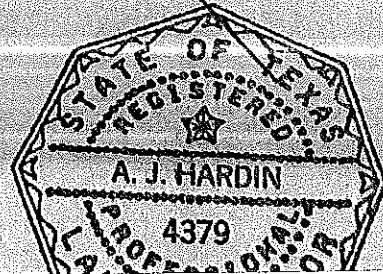
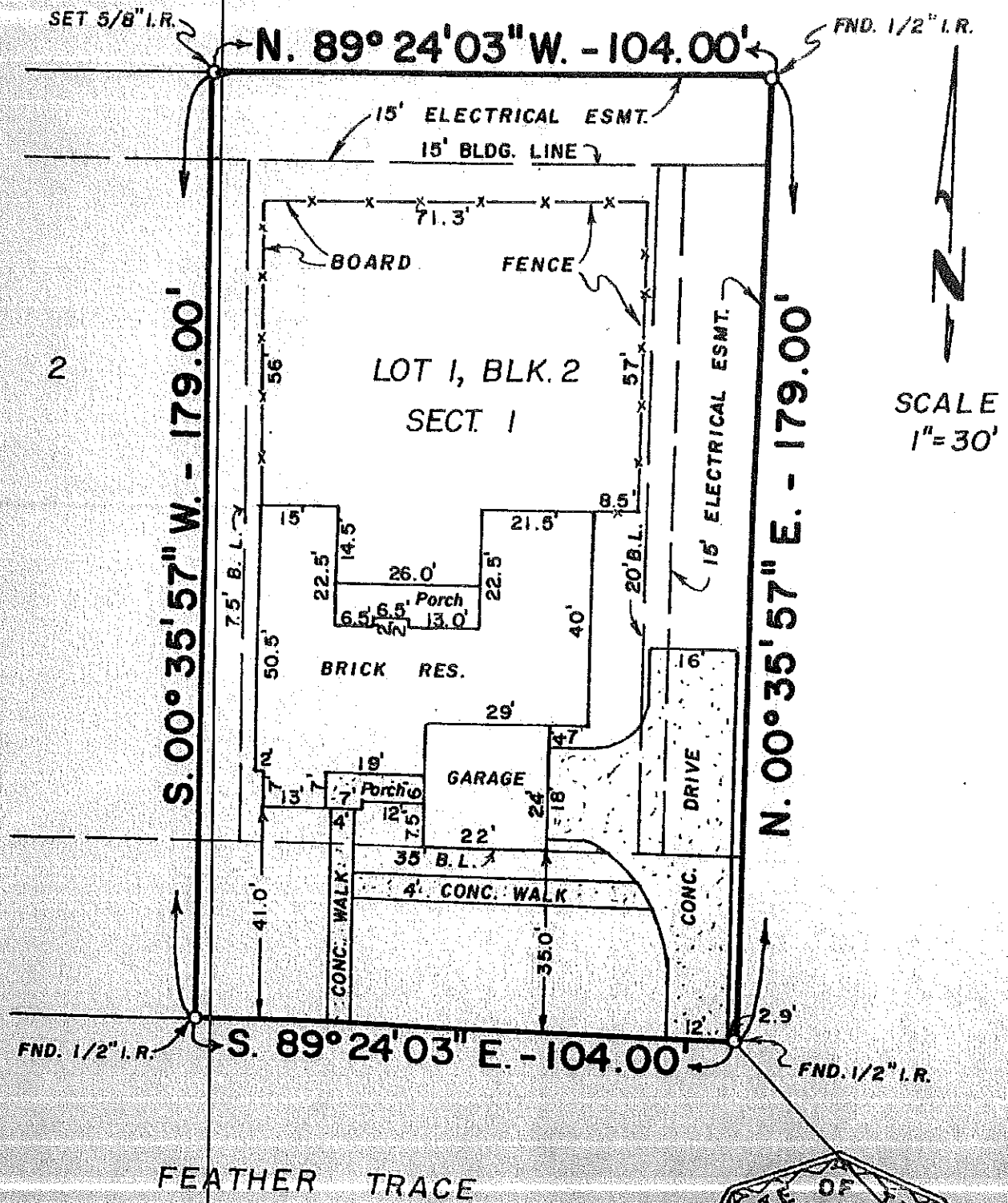
DOC ID: 4252

Subject: Abandonment of Electrical Easement

Background: The applicant's representative for this item, Mr. Matt Harris, is requesting the City abandoned an approximate fifteen (15) feet by one hundred-forty (140) feet electric easement on the east side of Lot 1, Block 2, Section 1 of the Featherstone Subdivision. The property owner of this lot, Mark and Leslie Herndon, are wishing to build an accessory structure adjacent to their residence. They are unable to construct any structure without the abandonment of the electric easement. There are currently no electrical lines or appurtenances located within the easement. Additionally, the City has no plans to install any electric improvements in the easement since it does not extend the full length of the lot. Any structure built on the lot will meet the existing setback requirements required by the City's Subdivision Ordinance.

Fiscal Impact: NA

Staff Recommendation: Staff recommends approval of the abandonment request.





The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

6.C

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Agreements

COUNCIL ACTION (ID # 4248)

DOC ID: 4248

Subject: RAMP Grant Agreement

Background: TxDOT administers the Routine Airport Maintenance Program (RAMP), which matches local government grants up to \$100,000 for maintenance to parking lots, fencing, and other airside and landside needs. The local government match is 50% of actual costs, plus any excess of \$100,000 total costs. The City has requested a grant in the amount of \$60,000.

Fiscal Impact: The local government match is 50% of actual costs, plus any excess of \$60,000 total costs.

Staff Recommendation: Staff recommend approval of the 2019 RAMP Grant Agreement.

**TEXAS DEPARTMENT OF TRANSPORTATION
GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM
(State Assisted Airport Routine Maintenance)**

TxDOT Project ID.: M1920LBRT

Part I - Identification of the Project

TO: The City of Liberty, Texas

FROM: The State of Texas, acting through the Texas Department of Transportation

This Grant is made between the Texas Department of Transportation, (hereinafter referred to as the "State"), on behalf of the State of Texas, and the City of Liberty, Texas, (hereinafter referred to as the "Sponsor").

This Grant Agreement is entered into between the State and the Sponsor shown above, under the authority granted and in compliance with the provisions of the Transportation Code Chapter 21.

The project is for **airport maintenance** at the LIBERTY - LIBERTY MUNI Airport.

Part II - Offer of Financial Assistance

1. For the purposes of this Grant, the annual routine maintenance project cost, Amount A, is estimated as found on Attachment A, Scope of Services, attached hereto and made a part of this grant agreement.

State financial assistance granted will be used solely and exclusively for airport maintenance and other incidental items as approved by the State. Actual work to be performed under this agreement is found on Attachment A, Scope of Services. State financial assistance, Amount B, will be for fifty percent (50%) of the eligible project costs for this project or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

Scope of Services, Attachment A, of this Grant, may be amended, subject to availability of state funds, to include additional approved airport maintenance work. Scope amendments require submittal of an Amended Scope of Services, Attachment A.

Services will not be accomplished by the State until receipt of Sponsor's share of project costs.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Work shall be accomplished by August 31, 2019, unless otherwise approved by the State.

2. The State shall determine fair and eligible project costs for work scope. Sponsor's share of estimated project costs, Amount C, shall be as found on Attachment A and any amendments.

It is mutually understood and agreed that if, during the term of this agreement, the State determines that there is an overrun in the estimated annual routine maintenance costs, the State may increase the grant to cover the amount of the overrun within the above stated percentages and subject to the maximum amount of state funding.

The State will not authorize expenditures in excess of the dollar amounts identified in this Agreement and any amendments, without the consent of the Sponsor.

3. Sponsor, by accepting this Grant certifies and, upon request, shall furnish proof to the State that it has sufficient funds to meet its share of the costs. The Sponsor grants to the State the right to audit any books and records of the Sponsor to verify expended funds.

Upon execution of this Agreement and written demand by the State, the Sponsor's financial obligation (Amount C) shall be due in cash and payable in full to the State. State may request the Sponsor's financial obligation in partial payments. Should the Sponsor fail to pay their obligation, either in whole or in part, within 30 days of written demand, the State may exercise its rights under Paragraph V-3. Likewise, should the State be unwilling or unable to pay its obligation in a timely manner, the failure to pay shall be considered a breach and the Sponsor may exercise any rights and remedies it has at law or equity.

The State shall reimburse or credit the Sponsor, at the financial closure of the project, any excess funds provided by the Sponsor which exceed Sponsor's share (Amount C).

4. The Sponsor specifically agrees that it shall pay any project costs which exceed the amount of financial participation agreed to by the State. It is further agreed that the Sponsor will reimburse the State for any payment or payments made by the State which are in excess of the percentage of financial assistance (Amount B) as stated in Paragraph II-1.

5. Scope of Services may be accomplished by State contracts or through local contracts of the Sponsor as determined appropriate by the State. All locally contracted work must be approved by the State for scope and reasonable cost. Reimbursement requests for locally contracted work shall be submitted on forms provided by the State and shall include copies of the invoices for materials or services. Payment shall be made for no more than 50% of allowable charges.

The State will not participate in funding for force account work conducted by the Sponsor.

6. This Grant shall terminate upon completion of the scope of services.

Part III - Sponsor Responsibilities

1. In accepting this Grant, if applicable, the Sponsor guarantees that:
 - a. it will, in the operation of the facility, comply with all applicable state and federal laws, rules, regulations, procedures, covenants and assurances required by the State in connection with this Grant; and
 - b. the Airport or navigational facility which is the subject of this Grant shall be controlled by the Sponsor for a period of at least 20 years; and
 - c. consistent with safety and security requirements, it shall make the airport or air navigational facility available to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes and shall provide adequate public access during the period of this Grant; and
 - d. it shall not grant or permit anyone to exercise an exclusive right for the conduct of aeronautical activity on or about an airport landing area. Aeronautical activities include, but are not limited to scheduled airline flights, charter flights, flight instruction, aircraft sales, rental and repair, sale of aviation petroleum products and aerial applications. The landing area consists of runways or landing strips, taxiways, parking aprons, roads, airport lighting and navigational aids; and
 - e. it shall not enter into any agreement nor permit any aircraft to gain direct ground access to the sponsor's airport from private property adjacent to or in the immediate area of the airport. Further, Sponsor shall not allow aircraft direct ground access to private property. Sponsor shall be subject to this prohibition, commonly known as a "through-the-fence operation," unless an exception is granted in writing by the State due to extreme circumstances; and

- f. it shall not permit non-aeronautical use of airport facilities without prior approval of the State; and
- g. the Sponsor shall submit to the State annual statements of airport revenues and expenses when requested; and
- h. all fees collected for the use of the airport shall be reasonable and nondiscriminatory. The proceeds from such fees shall be used solely for the development, operation and maintenance of the airport or navigational facility; and
- i. an Airport Fund shall be established by resolution, order or ordinance in the treasury of the Sponsor, or evidence of the prior creation of an existing airport fund or properly executed copy of the resolution, order, or ordinance creating such a fund, shall be submitted to the State. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole. All fees, charges, rents, and money from any source derived from airport operations must be deposited in the Airport Fund and shall not be diverted to the general revenue fund or another revenue fund of the Sponsor. All expenditures from the Airport Fund shall be solely for airport purposes. Sponsor shall be ineligible for a subsequent grant or loan by the State unless, prior to such subsequent grant or loan, Sponsor has complied with the requirements of this subparagraph; and
- j. the Sponsor shall operate runway lighting at least at low intensity from sunset to sunrise; and
- k. insofar as it is reasonable and within its power, Sponsor shall adopt and enforce zoning regulations to restrict the height of structures and use of land adjacent to or in the immediate vicinity of the airport to heights and activities compatible with normal airport operations as provided in Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Sponsor shall also acquire and retain aviation easements or other property interests in or rights to use of land or airspace, unless sponsor can show that acquisition and retention of such interest will be impractical or will result in undue hardship to Sponsor. Sponsor shall be ineligible for a subsequent grant or loan by the State unless Sponsor has, prior to subsequent approval of a grant or loan, adopted and passed an airport hazard zoning ordinance or order approved by the State.
- l. mowing services will not be eligible for state financial assistance. Sponsor will be responsible for 100% of any mowing services.

2. The Sponsor, to the extent of its legal authority to do so, shall save harmless the State, the State's agents, employees or contractors from all claims and liability due to activities of the Sponsor, the Sponsor's agents or employees performed under this agreement. The Sponsor, to the extent of its legal authority to do so, shall also save harmless the State, the State's agents, employees or contractors from any and all expenses, including attorney fees which might be incurred by the State in litigation or otherwise resisting claim or liabilities which might be imposed on the State as the result of those activities by the Sponsor, the Sponsor's agents or employees.
3. The Sponsor's acceptance of this Offer and ratification and adoption of this Grant shall be evidenced by execution of this Grant by the Sponsor. The Grant shall comprise a contract, constituting the obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the project and the operation and maintenance of the airport.

If it becomes unreasonable or impractical to complete the project, the State may void this agreement and release the Sponsor from any further obligation of project costs.

4. Upon entering into this Grant, Sponsor agrees to name an individual, as the Sponsor's Authorized Representative, who shall be the State's contact with regard to this project. The Representative shall receive all correspondence and documents associated with this grant and shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor, and coordinate schedule for work items as required.
5. By the acceptance of grant funds for the maintenance of eligible airport buildings, the Sponsor certifies that the buildings are owned by the Sponsor. The buildings may be leased but if the lease agreement specifies that the lessee is responsible for the upkeep and repairs of the building no state funds shall be used for that purpose.
6. Sponsor shall request reimbursement of eligible project costs on forms provided by the State. All reimbursement requests are required to include a copy of the invoices for the materials or services. The reimbursement request will be submitted no more than once a month.
7. The Sponsor's acceptance of this Agreement shall comprise a Grant Agreement, as provided by the Transportation Code, Chapter 21, constituting the contractual obligations and rights of the State of Texas and the Sponsor with respect to the accomplishment of the airport maintenance and compliance with the assurances and conditions as provided. Such Grant Agreement shall become effective upon the State's written Notice to Proceed issued following execution of this agreement.

Part IV - Nomination of the Agent

1. The Sponsor designates the State as the party to receive and disburse all funds used, or to be used, in payment of the costs of the project, or in reimbursement to either of the parties for costs incurred.
2. The State shall, for all purposes in connection with the project identified above, be the Agent of the Sponsor. The Sponsor grants the State a power of attorney to act as its agent to perform the following services:
 - a. accept, receive, and deposit with the State any and all project funds granted, allowed, and paid or made available by the Sponsor, the State of Texas, or any other entity;
 - b. enter into contracts as necessary for execution of scope of services;
 - c. if State enters into a contract as Agent: exercise supervision and direction of the project work as the State reasonably finds appropriate. Where there is an irreconcilable conflict or difference of opinion, judgment, order or direction between the State and the Sponsor or any service provider, the State shall issue a written order which shall prevail and be controlling;
 - d. receive, review, approve and pay invoices and payment requests for services and materials supplied in accordance with the State approved contracts;
 - e. obtain an audit as may be required by state regulations; the State Auditor may conduct an audit or investigation of any entity receiving funds from TxDOT directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
 - f. reimburse sponsor for approved contract maintenance costs no more than once a month.

Part V - Recitals

1. This Grant is executed for the sole benefit of the contracting parties and is not intended or executed for the direct or incidental benefit of any third party.
2. It is the intent of this grant to not supplant local funds normally utilized for airport maintenance, and that any state financial assistance offered under this grant be in addition to those local funds normally dedicated for airport maintenance.

3. This Grant is subject to the applicable provisions of the Transportation Code, Chapters 21 and 22, and the Airport Zoning Act, Tex. Loc. Govt. Code Ann. Sections 241.001 et seq. (Vernon and Vernon Supp.). Failure to comply with the terms of this Grant or with the rules and statutes shall be considered a breach of this contract and will allow the State to pursue the remedies for breach as stated below.
 - a. Of primary importance to the State is compliance with the terms and conditions of this Grant. If, however, after all reasonable attempts to require compliance have failed, the State finds that the Sponsor is unwilling and/or unable to comply with any of the terms of this Grant, the State, may pursue any of the following remedies: (1) require a refund of any financial assistance money expended pursuant to this Grant, (2) deny Sponsor's future requests for aid, (3) request the Attorney General to bring suit seeking reimbursement of any financial assistance money expended on the project pursuant to this Grant, provided however, these remedies shall not limit the State's authority to enforce its rules, regulations or orders as otherwise provided by law, (4) declare this Grant null and void, or (5) any other remedy available at law or in equity.
 - b. Venue for resolution by a court of competent jurisdiction of any dispute arising under the terms of this Grant, or for enforcement of any of the provisions of this Grant, is specifically set by Grant of the parties in Travis County, Texas.
4. The State reserves the right to amend or withdraw this Grant at any time prior to acceptance by the Sponsor. The acceptance period cannot be greater than 30 days after issuance unless extended by the State.
5. This Grant constitutes the full and total understanding of the parties concerning their rights and responsibilities in regard to this project and shall not be modified, amended, rescinded or revoked unless such modification, amendment, rescission or revocation is agreed to by both parties in writing and executed by both parties.
6. All commitments by the Sponsor and the State are subject to constitutional and statutory limitations and restrictions binding upon the Sponsor and the State (including Sections 5 and 7 of Article 11 of the Texas Constitution, if applicable) and to the availability of funds which lawfully may be applied.

Part VI - Acceptances**Sponsor**

The City of Liberty, Texas, does ratify and adopt all statements, representations, warranties, covenants, agreements, and all terms and conditions of this Grant.

Executed this _____ day of _____, 20____.

The City of Liberty, Texas

Sponsor

Sponsor Signature

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the City of Liberty, Texas, do certify that I have fully examined the Grant and the proceedings taken by the Sponsor relating to the acceptance of the Grant, and find that the manner of acceptance and execution of the Grant by the Sponsor, is in accordance with the laws of the State of Texas.

Dated at _____, Texas, this _____ day of _____, 20____.

Attorney's Signature

Attachment: 2019 RAMP Grant Agreement (4248 : RAMP Grant Agreement)

Acceptance of the State

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs and grants heretofore approved and authorized by the Texas Transportation Commission.

STATE OF TEXAS

TEXAS DEPARTMENT OF TRANSPORTATION

By: _____

Date: _____

Attachment: 2019 RAMP Grant Agreement (4248 : RAMP Grant Agreement)

Attachment A

Scope of Services
TxDOT Project ID: M1920LBRT

Eligible Scope Item	Estimated Costs Amount A	State Share Amount B	Sponsor Share Amount C
GENERAL MAINTENANCE	\$60,000.00	\$30,000.00	\$30,000.00
TOTAL	\$60,000.00	\$30,000.00	\$30,000.00

Accepted By: The City of Liberty, Texas

 Signature

Title: _____

Date: _____

GENERAL MAINTENANCE: As needed, Sponsor may contract for services / purchase materials for routine maintenance / improvement of airport pavements, signage, drainage, AWOS systems, approach aids, lighting systems, utility infrastructure, fencing, herbicide / application, sponsor owned and operated fuel systems, hangars, terminal buildings and security systems; professional services for environmental compliance, approved project design. Special projects to be determined and added by amendment.

Only work items as described in Attachment A, Scope of Services of this Grant are reimbursable under this grant.

Attachment: 2019 RAMP Grant Agreement (4248 : RAMP Grant Agreement)

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M1920LBRT

The City of Liberty does certify that an Airport Fund has been established for the Sponsor, and that all fees, charges, rents, and money from any source derived from airport operations will be deposited for the benefit of the Airport Fund and will not be diverted for other general revenue fund expenditures or any other special fund of the Sponsor and that all expenditures from the Fund will be solely for airport purposes. The fund may be an account as part of another fund, but must be accounted for in such a manner that all revenues, expenses, retained earnings, and balances in the account are discernible from other types of moneys identified in the fund as a whole.

Sponsor: The City of Liberty, Texas

By: _____

Title: _____

Date: _____

Certification of State Single Audit Requirements

I, _____, do certify that the City of Liberty, Texas,

(Designated Representative)

will comply with all requirements of the State of Texas Single Audit Act if the City of Liberty, Texas, spends or receives more than the threshold amount in any grant funding sources during the most recently audited fiscal year. And in following those requirements, the City of Liberty, Texas, will submit the report to the audit division of the Texas Department of Transportation. If your entity did not meet the threshold in grant receivables or expenditures, please submit a letter indicating that your entity is not required to have a State Single Audit performed for the most recent audited fiscal year.

Signature

Title

Date

Attachment: 2019 RAMP Grant Agreement (4248 : RAMP Grant Agreement)

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M1920LBRT

The City of Liberty, Texas, designates, _____
 (Name, Title)

as the Sponsor's authorized representative, who shall receive all correspondence and documents associated with this grant and who shall make or shall acquire approvals and disapprovals for this grant as required on behalf of the Sponsor.

Sponsor: The City of Liberty, Texas

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Attachment: 2019 RAMP Grant Agreement (4248 : RAMP Grant Agreement)



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.1

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Employee Issues

COUNCIL ACTION (ID # 4233)

DOC ID: 4233

Subject: City Manager Contract

Background: On August 29, 2018, the City Council hired Tom Warner as the new Liberty City Manager. The City Manager is the only employee with the City that has a formal employment contract. As with previous City Managers, the City Manager serves at the will of City Council. The attached contract is similar to the previous City Manager's contract with minor changes to reflect the removal of the relocation allowance, an automobile being provided and the credit for vacation and sick leave.

Fiscal Impact: The financial terms of the contract include an annual salary of \$125,000.00 and a monthly auto allowance of \$650.00.

Staff Recommendation: Staff recommends approval.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.2

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Miscellaneous Issues

ORDINANCE (ID # 4251)

DOC ID: 4251 B

Subject: RVs on Commercial Property

Background: The current Recreational Vehicle (RV) Ordinance states that the placement of a RV for occupancy longer than fourteen (14) days shall not be permitted except in an approved RV park. A RV may be placed at an owner's residence as long as the RV is placed in the side or rear yard area and not used for occupancy greater than fourteen (14) days in a twelve-month (12) period. The ordinance has been interpreted by staff that if an RV was not in a RV park, the RV could only be placed on residential property. To clarify the ordinance, a new section is proposed that specifically prohibits RV on commercial, business or industrial properties. The only exception is if the RV is on property in which the RV is stored is in the business of repairing or selling RV's.

Fiscal Impact: NA

Staff Recommendation: Staff recommend approval of the ordinance prohibiting RV's on commercial property.

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, ARTICLE 3, CREATING SECTION 3.08.132, REGULATING RECREATIONAL VEHICLES ON COMMERCIAL PROPERTIES; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT THIS ORDINANCE BE READ ON TWO SEPARATE DAYS.

WHEREAS, the City of Liberty currently regulates the placement of recreational vehicles within the city's limits; and

WHEREAS, the City Council recognizes the importance of protecting property values within the city; and

WHEREAS, the City Council of the City of Liberty, Texas, finds it to be in the public interest to regulate the placement of recreational vehicles on commercial or business property.

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

Section 1: Article 3.08.132 of the Code of Ordinances of the City of Liberty is created to read as follows:

Article 3.08.132. Recreational Vehicle Storage on Commercial or Business Property

- (a) Recreational Vehicles shall not be stored or located on properties inside the city limits that are used for commercial, business, or industrial purposes.

(b) An exception to this rule shall exist if the property on which the recreational vehicle is stored is in the business of selling or repairing recreational vehicles.

(c) Violations of this ordinance can result in the issuance of a citation.

Section 2: That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two days is hereby dispensed with.

Section 3: This Ordinance shall be in full force and effect from and after the date of its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of

Liberty, this 11th day of September, 2018.

Carl Pickett, Mayor

ATTEST:

Dianne Tidwell, City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.3

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Public Hearing

PUBLIC HEARING (ID # 4234)

DOC ID: 4234

Subject: Public Hearing-Budget

Background: The governing body of a municipality is required to hold a public hearing on the proposed budget. LGC §102.006. The hearing must be at least fifteen days after the date the proposed budget is filed with the City Secretary (Aug 14) and prior to the date that the Council passes the tax levy ordinance. The budget must be passed before the tax levy ordinance can be passed. Any person may attend and/or participate in the hearing.

At the conclusion of the Public Hearing, the governing body shall take action on the proposed budget. LGC §102.007.

Fiscal Impact: The public hearing has no fiscal impact.

Staff Recommendation: Required action to be taken on budget following the public hearing.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.4

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Budget Adoption

ORDINANCE (ID # 4235)

DOC ID: 4235 B

Subject: Budget Adoption

Background: The budget process culminates in action by the City Council to adopt the budget and set the tax rate. This process includes Budget Work Sessions and Public Hearings on both the budget and tax rate.

Before the tax rate is adopted, an ordinance approving the budget must be adopted, as the tax rate is to be in accordance with the budget. LGC §102.009.

Fiscal Impact: The budget is an estimate of costs, revenues and resources over the new fiscal year, serving as a plan of action for daily operations, intended expenditures, and for achieving objectives.

Staff Recommendation: Management recommends adoption of the Proposed Budget for Fiscal Year 2018-2019.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE MADE IN ACCORDANCE WITH SAID BUDGET; APPROPRIATING NECESSARY FUNDS FOR SAID FISCAL YEAR FOR THE MAINTENANCE AND OPERATION OF THE VARIOUS DEPARTMENTS, PROJECTS AND ACCOUNTS; PROVIDING FOR AN EFFECTIVE DATE; AND DISPENSING WITH THE REQUIREMENT OF SECTION 3.10 OF THE HOME RULE CHARTER THAT ALL ORDINANCES BE READ ON TWO SEPARATE DAYS.

WHEREAS, The City Manager of the City of Liberty, Texas has submitted to the City Council a proposed budget of the revenues and expenditures for conducting the affairs of the City and providing a complete financial plan for 2018-2019; and

WHEREAS, the City Council has conducted the necessary public hearing as required by law.

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

SECTION 1. The proposed budget of the revenues necessary for conducting the affairs of the City of Liberty, Texas, said budget being in the amount of \$35,459,854.00 providing a complete financial plan for the ensuing fiscal year beginning October 1, 2018, and ending September 30, 2019, as submitted to the City Council by the City Manager, be, and the same is hereby, in all things adopted and approved as the budget

of the City of Liberty, Texas for the fiscal year beginning October 1, 2018 and ending September 30, 2019.

SECTION 2. The sum of \$35,355,871.00 is hereby appropriated for the payment of the expenditures established in the approved budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019, a copy of which has been filed with the City Secretary, and is made a part hereof for all purposes.

SECTION 3. The expenditures during the fiscal year beginning October 1, 2018 and ending September 30, 2019, shall be made in accordance with the budget approved by this ordinance.

SECTION 4. Specific authority is given to the City Manager regarding the transfer of appropriations budgeted from one department or activity to another department or activity.

SECTION 5. All notices and public hearings required by law have been duly completed. The City Secretary is directed to provide a certified copy of the budget to the County Clerk of Liberty County for recording after final passage hereof.

SECTION 6. This Ordinance shall take effect immediately from and after its passage.

SECTION 7. That the requirement contained in Section 3.10 of the Home Rule Charter of the City of Liberty, Texas that all ordinances be read on two separate days is hereby dispensed with.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Liberty, Texas on the 11th day of September, 2018.

Carl Pickett
Mayor

ATTEST:

Dianne Tidwell
City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.5

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Tax Issues

COUNCIL ACTION (ID # 4236)

DOC ID: 4236

Subject: Ratification of property tax revenue increase

Background: Adoption of a budget that raises more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. LGC §102.007(c). This vote is in addition to and separate from the vote to adopt the budget and the vote to set the tax rate.

Fiscal Impact: This vote has no fiscal impact.

Staff Recommendation: Staff recommends the required action to ratify the property tax increase be taken.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.6

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Public Hearing

PUBLIC HEARING (ID # 4237)

DOC ID: 4237

Subject: Public Hearing - Tax Rate

Background: Tax payers must be provided the opportunity to express their views regarding the proposed tax rate. A public hearing on a tax rate may not be held before the 7th day after the date the notice of public hearing is given (Aug 16). The first public hearing was held on August 28. The 2nd public hearing may not be held earlier than the 3rd day after the date of the 1st hearing.. This is the second of the two required public hearings.

Fiscal Impact: The public hearing has no fiscal impact.

Staff Recommendation: Staff recommends holding the public hearing on the tax rate, as required.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.7

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Committee Appointments

RESOLUTION (ID # 4239)

DOC ID: 4239

Subject: SRMPA Appointment

Background: Appointments for two-year staggered terms are made to the SRMPA Board of Directors in September of each year. Each member city is allowed two representatives. Our current representative to this Board is Mayor Pickett and there is a position left vacant, by retiring City Manager Gary Broz. The vacant position will be addressed in the following agenda item. Mayor Pickett's term expires this month.

Fiscal Impact: NA

Staff Recommendation: Council to make an appointment to this Board.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPOINTING A REPRESENTATIVE TO THE SAM RAYBURN MUNICIPAL POWER AGENCY BOARD OF DIRECTORS

WHEREAS, on October 31, 1979, the City of Liberty, Texas, enacted the concurrent ordinance, establishing Sam Rayburn Municipal Power Agency with the City of Jasper, Texas and the City of Livingston, Texas; and,

WHEREAS, said concurrent ordinance provides that each of the three (3) cities involved in the Sam Rayburn Municipal Power Agency, each appoint Directors to serve with the Agency for a term of two (2) years.

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

That _____ be appointed to serve as Director for the Agency for the City of Liberty, Texas, for a term of two (2) years, said term ending September, 2020.

PASSED AND APPROVED THIS 11TH DAY OF SEPTEMBER, 2018.

Carl Pickett
Mayor

ATTEST:

Dianne Tidwell
City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.8

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Committees/Boards

RESOLUTION (ID # 4240)

DOC ID: 4240 A

Subject: SRMPA - Unexpired Term

Background: Appointments for two-year staggered terms are made to the SRMPA Board of Directors in September of each year. Each member city is allowed two representatives. There is a position left vacant on this Board, by the retirement of City Manager Gary Broz. This term ends September, 2019.

Fiscal Impact: NA

Staff Recommendation: Council to make an appointment to fill the unexpired term.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LIBERTY, TEXAS, APPOINTING A REPRESENTATIVE TO THE SAM RAYBURN MUNICIPAL POWER AGENCY BOARD OF DIRECTORS

WHEREAS, on October 31, 1979, the City of Liberty, Texas, enacted the concurrent ordinance, establishing Sam Rayburn Municipal Power Agency with the City of Jasper, Texas and the City of Livingston, Texas; and,

WHEREAS, said concurrent ordinance provides that each of the three (3) cities involved in the Sam Rayburn Municipal Power Agency, each appoint Directors to serve with the Agency for a period of two (2) years; and

WHEREAS, City of Liberty representative Gary Broz relinquished his position on the Sam Rayburn Municipal Power Agency Board of Directors, due to his retirement in June, 2018.

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

That _____ be appointed to serve as Director for the Agency for the City of Liberty, Texas, for the duration of the unexpired term, said term ending September, 2019.

PASSED AND APPROVED THIS 11TH DAY OF SEPTEMBER, 2018.

Carl Pickett

Resolution (ID # 4240)
Page 2

City Council Meeting

September 11, 2018

Mayor

ATTEST:

Dianne Tidwell
City Secretary



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.9

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 4241)

DOC ID: 4241

Subject: Library Board Appointments

Background: The Liberty Municipal Library Board is a nine-member advisory board comprised of residents of the City of Liberty, appointed for two-year terms. These members may serve three consecutive two-year terms.

Board members whose terms expire in September, 2018 are Ellen English, Yvonne Lawrence, JoAnne Knepper, Mitzi Kline and Susan LaCour. Joanne, Mitzi and Yvonne are eligible to serve another term and have all agreed to do so, if reappointed. Susan LaCour has served three consecutive terms and is not eligible to serve. Ellen English has asked not to be reappointed due to other obligations.

Fiscal Impact: NA

Staff Recommendation: Staff recommends the reappointment of Yvonne Lawrence, JoAnne Knepper and Mitzi Kline. Staff also recommends the appointment of June Damek and Stacy Sundgren to fill the two other open positions.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.10

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Employee Insurance

COUNCIL ACTION (ID # 4242)

DOC ID: 4242 A

Subject: Employee Insurance

Background: On August 31, 2018, proposals were received for providing employee health, dental and vision insurance. Proposals were received from our current provider, First Liberty National Bank and Hall & Associates. Each company provided several different plans with varied levels of benefits. A committee consisting of the Human Resource Manager, Finance Director and City Manager reviewed the plans submitted by each company. After reviewing the plans for each type of insurance and soliciting additional information from each of the companies, the Committee selected a plan that is considered beneficial to the employees and the City. The plans selected are provided by the United HealthCare for health insurance and Cigna for dental and vision insurance. The proposed health insurance plan, in comparison with the City's current plan, includes lower deductibles, an increase in coinsurance benefits for in network coverage, a reduction in employee co-pay for office visits, hospital, out-patient coverage, urgent care and prescriptions. The benefits for dental and vision insurance are the same as currently being provided. The health plan selected by the committee was submitted by both companies with different premium amounts. The monthly premium submitted by Hall & Associates and First Liberty National Bank was \$96,110.00 and 100,116.00, respectively. The annual premium difference between the two companies is \$48,072.00. The monthly premium for dental insurance is \$6,023.00 and for vision is \$873.00. A copy of the selected plans and premium amounts is attached.

Fiscal Impact: The annual cost of employee health, dental and vision care is \$1,236,072.00. This is a reduction of \$139,848.00 in the annual cost of employee insurance from the current year.

Staff Recommendation: Staff recommends awarding the contract for employee health, dental and vision insurance to Hall & Associates.

Employee Benefits

City of Liberty
October 1, 2018

Medical Insurance		CURRENT		FLNB		HALL & ASSOC.	
Insurance Company		BC BS		UHC		UHC	
Type of Plan		PP0		PPO		PPO	
Plan Name		MM17		AXKN/IU		AXKN/IU	
Ded In Network		\$1500/\$4500		\$1,000 X 2		\$1,000 x 2	
Ded Out of Network		\$3000/\$9000		\$5,000 X 2		\$5,000 x 2	
Coinsurance In Network		75%/25%		80%/20%		80%/20%	
Coinsurance Out Network		50%		50%		50%	
Max Out of Pocket-In		\$6500/\$13200		\$7,150		\$7,150	
Max Out of Pocket-Out		\$11000/\$33000		\$10,000		\$10,000	
Including Deductible							
Telehealth Visit Co-pay		\$30		\$0		\$0	
Office Visit Co-pay		\$30		\$15		\$15	
Specialist Visit Co-pay		\$30		\$50 / \$100		\$50 / \$100	
Preventive Services		100%		100%		100%	
Hospital Co-pay		Ded , 25%		Ded, 20%		Ded, 20%	
Out Patient Co-pay		Ded , 25%		Ded, 20%		Ded, 20%	
Lab/X-Ray at OV		office visit benefit		Ded, 20%		Ded, 20%	
Complex Imaging		Ded , 25%		Ded, 20%		Ded, 20%	
Emergency Room Co-pay		\$100+25%/Ded+25%		\$300, 20%		\$300, 20%	
Urgent Care Co-pay		\$55		\$25		\$25	
Prescription Co-pay		\$20/\$40/\$60		\$15/40/75		\$15/40/75	
PREMIUMS							
Employee Only	40	688.86		641.94		616.26	
Employee + Spouse	12	1628.08		1517.63		1456.92	
Employee + Children	17	1181.46		1101.31		1057.25	
Employee + Family	21	1915.91		1785.93		1714.49	
Group Total	90	\$107,410		\$100,116		\$96,110	

Attachment: Bid Tab-Ins 2018 (4242 : Employee Health Insurance)

Employee Benefits

City of Liberty
October 1, 2018

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Employee Benefits

City of Liberty
October 1, 2018

[illegible]

Employee Benefits

City of Liberty
October 1, 2018

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The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.11

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 4243)

DOC ID: 4243

Subject: CAD Agricultural Advisory Board Nomination

Background: The CAD is requesting one (1) nomination from each taxing entity, from their respective County Precinct, to the Agricultural Advisory Board. Members of this board may not be an officer or employee of the Appraisal District and must own land qualified for productivity value for at least five years. Members serve two-year staggered terms, and will meet only once a year or at the call of the Chief Administrator. This nomination must be submitted by September 21.

Current members of this Board are: Leroy Janacek, Frank Green, Neal Stoesser, Robert Chachere, and Fred Emory. In September, 2017, there was open positions in Precinct 4 and the County-wide position. The Council's nomination was Mr. Neal Stoesser for the County-wide position.

Fiscal Impact: NA

Staff Recommendation: Council to make a nomination to the Ag Board.

**LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT
P.O. BOX 10016/2030 SAM HOUSTON
LIBERTY, TEXAS 77575
(936) 336-5722 FAX (936) 336-8390**

DATE: AUGUST 8, 2018

TO: ALL TAXING UNITS

FROM: LANA MCCARTY

SUBJECT: APPOINTMENTS TO AGRICULTURAL ADVISORY BOARD

THE TERM OF THE FOLLOWING THREE AGRICULTURE ADVISORY BOARD MEMBERS WILL EXPIRE ON DECEMBER 31, 2018.

<u>COUNTY PCT. #</u>	<u>BOARD MEMBER</u>
1	Rob Chachere
2	Frank Green
3	Fred Emory

WE ARE ASKING FOR ONE (1) NOMINATION TO THE BOARD FROM EACH TAXING UNIT FROM THEIR RESPECTIVE COUNTY PRECINCT. PLEASE SUBMIT YOUR NOMINATION TO OUR OFFICE BY 5:00 P.M., FRIDAY, SEPTEMBER 21, 2018.

ENCLOSED IS A COPY OF THE APPRAISAL DISTRICT'S BOARD POLICY ESTABLISHING QUALIFICATIONS FOR MEMBERSHIP AND AG BOARD'S FUNCTION.

THANK YOU IN ADVANCE FOR YOUR ASSISTANCE IN FILLING THE MEMBERSHIP OF THIS BOARD.

SINCERELY,


LANA MCCARTY
CHIEF ADMINISTRATOR

Attachment: CAD-Ag Board Info (4243 : CAD Agricultural Advisory Board)

STATEMENT OF POLICY

208

RE: AGRICULTURE ADVISORY BOARD

As provided by section 6.12 of the state property tax code, the Chief Administrator shall appoint, with the advice and consent of the Appraisal District board, an agricultural advisory board. The advisory board shall contain five (5) members. One member must represent the county at large and the remaining members will be comprised of one person from each county precinct. Members must be landowners in the District whose land qualifies for appraisal under chapter 23, sections c, d, e, or h of the property tax code and who have been residents of the District for at least five (5) years.

Members of the advisory board serve two (2) years staggered terms and will meet at the call of the Chief Administrator or at least one (1) time per year.

The responsibility of the advisory board will be to advise the Chief Administrator on the evaluation and use of land designated for agricultural or timber appraisal. The board will review and assist in maintaining local guidelines for qualification for agricultural and timber use.

REVISED 09/22/2011



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.12

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 4244)

DOC ID: 4244

Subject: CAD Appraisal Review Board Nomination

Background: The CAD is requesting a nomination from each taxing entity to the Appraisal Review Board. To serve on this Board, individuals must be a resident of the Appraisal District for 2 years, and cannot be an officer or employee of the Appraisal District or any Taxing Entity. Members serve two-year staggered terms, meeting once a month and twice weekly during May and June. Members are paid \$150 per meeting. If an individual is nominated, who is not currently on the ARB, that individual is responsible for filling out the CAD's application for appointment. This nomination must be submitted by September 21.

Current Board Members are: Horace Green, Lester Wisegerber, Connie Campbell, Bernie Brown, Howard Brister, Walt Saucier, and Cordella Kirkham. The City's nomination to this Board in September, 2017 was Mike Page, for an at-large position. In February, 2018, due to the resignation of an ARB Member, the Council nominated Herman Delco and Al Simonson.

Mr. Brister has agreed to serve again, if nominated and appointed.

Fiscal Impact: NA

Staff Recommendation: Council to make a nomination to the Appraisal Review Board.

**LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT
P.O. BOX 10016/2030 SAM HOUSTON
LIBERTY, TEXAS 77575
(936) 336-5722 FAX (936) 336-8390**

August 8, 2018

To: All Voting Taxing Units

Re: ARB Nominations

Dear Taxing Units:

The two (2) year term of the following four (4) positions on the Liberty County Appraisal Review Board (ARB) will expire December 31, 2018.

<u>County Pct.#</u>	<u>Board Member</u>
1	Howard Brister
2	Connie Campbell
3	Horace Green
At Large	Cordella Kirkham
Auxiliary	

The Board of Directors has requested you submit a nominee from your area to the district office by 5:00 P.M. on September 21, 2018. The Board will make appointments at their regularly scheduled meeting on Thursday, September 27, 2018 at 9:30 A.M. Please have your nominee **complete the enclosed application** unless they are currently serving on the ARB.

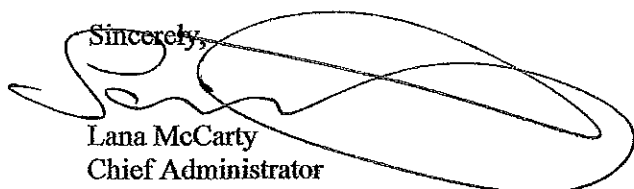
According to Sec. 6.41(c) of the Property Tax Code, to be eligible to serve on the Appraisal Review Board, an individual must be a resident of the Appraisal District for two (2) years, cannot be an officer or an employee of the Appraisal District or a Taxing Unit and can only serve three (3) consecutive terms. Additionally, the law also bars from service a person who contracts for any purpose with the Appraisal District or a Taxing Unit. In addition, all members will be required to attend an ARB training session.

Typically, the ARB meets at 9:00 A.M. once a month and at least twice a week during the months of May and June. ARB members are paid one hundred and fifty dollars per day.

If you should have any questions concerning these nominations, please give me a call.

If your nomination is someone currently on the Board, please do not require them to complete the attached application.

Sincerely,



Lana McCarty
Chief Administrator

Attachment: CAD-ARB Info (4244 : CAD Appraisal Review Board)

APPLICATION FOR APPRAISAL REVIEW BOARD APPOINTMENT LIBERTY COUNTY CENTRAL APPRAISAL DISTRICT

APPLICANT INFORMATION

LAST NAME	FIRST NAME	MIDDLE INITIAL
ADDRESS		
CITY		ZIP CODE
SOCIAL SECURITY NUMBER	TELEPHONE NUMBERS: DAYTIME ()	EVENING ()

APPRAISAL REVIEW BOARD QUALIFICATION STATEMENT

Please answer the following questions by checking "Yes" or "No"

1. Are you a resident of the Liberty County Central Appraisal District and have you resided within the District for the past two years? Yes _____ No _____

2. Are you currently employed by or are you an officer or director of the State Comptroller's Office, an appraisal district, or a taxing unit (i.e. county, school district, or special district) in any capacity? Yes _____ No _____
 If you answered "Yes" please indicate in what capacity you are employed or serve below: _____

3. Have you even been employed by or been an officer or director of the Liberty County Central Appraisal District or any taxing unit (i.e. county, school district, city or special district) served by the Liberty County Central Appraisal District? Yes _____ No _____

4. Do you, or does any relative of yours within the second degree by either blood or marriage, do business in the Liberty County Central Appraisal District as a paid property tax agent or as an appraiser who performs appraisals for use in property tax proceedings? Yes _____ No _____

These are the degrees of relationship included:

1st Degree by Consanguinity (blood): Parents, children

1st Degree by Affinity (marriage): Spouse, spouses of relatives listed under consanguinity, stepparents, spouse's children, and stepchildren

2nd Degree by Consanguinity (blood): Grandparents, grandchildren, brothers, and sisters

2nd Degree by Affinity (marriage): Spouse's grandparents, spouse's brothers and sisters

5. Are you, or a business in which you hold substantial interest, a party to a contract with the Appraisal District or with a taxing unit in the District? A substantial interest means that you and your spouse together own at least 10% of the voting stock or shares in the business, or that either of you is a partner, limited partner, or officer of the business entity. Yes _____ No _____

6. Is any relative of either you or your spouse employed by the Liberty County Central Appraisal District?
 Relative's Name: _____
 Degree of Relationship: _____

7. Do you own property in Liberty County? Yes _____ No _____
 If "Yes" are the property taxes current? Yes _____ No _____

PERSONAL BACKGROUND

1. Have you ever been convicted of a felony or of a misdemeanor involving moral turpitude, or are you presently under indictment or other legal accusation of theft or for any felony? If "Yes" explain below the nature of the offense, date, and location: Yes _____ No _____
- _____
- _____

2. Are you a U.S. citizen? Yes _____ No _____
If "No" are you eligible to be employed under a visa or entry permit? Yes _____ No _____

3. Use the space below to list professional society memberships, job related licenses registrations, certificates (with their numbers), and expiration dates. Provide additional comments or information that would be of assistance in considering you for this position.
- _____
- _____
- _____

EDUCATION AND TRAINING

Please indicate your level of education below:

Less than high school education _____ High school education _____ College education _____
Number of years attended college _____
Degree(s) attained _____

WORK HISTORY

(List most recent jobs first)

Include paid or verifiable non-paid experience including military service. If you have had more than one position with the same employer, please list each position separately.

Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____
Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____
Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____
Company Name _____	Address _____	
Type of Business _____	Position Held _____	Yrs of Service _____

In your own words, please explain why you would like to serve on the Appraisal Review Board:

I affirm that the information provided in this application is true and correct. I further affirm that to the best of my knowledge and belief, I am not disqualified by law from accepting an appointment to the Appraisal Review Board for the Liberty County Central Appraisal District.

Signature: _____ Date: _____



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.13

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Board Appointments

COUNCIL ACTION (ID # 4245)

DOC ID: 4245

Subject: LCDC General Manager Appointment

Background: The General Manager shall be the Chief Administrative Officer of the Liberty Community Development Corporation (LCDC) and be in general charge of the properties and affairs of the Corporation. The Bylaws state that the General Manager shall be an employee of the City. In the past, the City Manager has served as General Manager of the Corporation.

Fiscal Impact: NA

Staff Recommendation: Staff recommends the appointment of City Manager, Tom Warner as the General Manager of the LCDC.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.14

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Financial Issues

COUNCIL ACTION (ID # 4246)

DOC ID: 4246

Subject: Signatory - City Financial Accounts

Background: City Council approval is required to add individuals as signatories on City financial records. The Finance Director, Naomi Herrington, and City Secretary, Dianne Tidwell, currently serve as signatories on City financial accounts. The appointment of Tom Warner as the new City Manager requires City Council approval to include him as a signatory.

Fiscal Impact: NA

Staff Recommendation: Staff recommends adding the City Manager, Tom Warner, as signatory on all City financial records.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.15

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Golf Course

COUNCIL ACTION (ID # 4247)

DOC ID: 4247

Subject: Golf Course Parking Lot

Background: The parking lot at Liberty Municipal Golf Course needs repair and rehabilitation. The amount of work required to restore the parking lot to a good condition exceeds the capabilities of the City. In accordance with the Interlocal Agreement approved by City Council on October 24, 2017, Liberty County Precinct 1 Commissioner, Bruce Karbowski, has agreed to provide County manpower and equipment to repair the parking lot. The County will be responsible for the cost to repair potholes and base failures prior to paving. Commissioner Karbowski has indicated that the County will retain the services of a contractor to asphalt overlay the parking lot. The City will be responsible for the cost of the asphalt overlay. State law requires the Commissioner's Court give specific written approval before beginning a project to construct, approve or repair a building, road or other facility under an interlocal agreement. The Commissioner's Court approved the project on August 28, 2018.

Fiscal Impact: The estimated cost to rehabilitate the parking lot with an asphalt overlay is \$30,000.00. The funds transferred from the Liberty Community Development Corporation to the Liberty Municipal Golf Course will be used to pay for the materials.

Staff Recommendation: Staff recommends approving the contract with Liberty County Precinct 1 for rehabilitation to the Liberty Municipal Golf Course parking lot.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.16

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Electric

COUNCIL ACTION (ID # 4249)

DOC ID: 4249

Subject: Electric Department Emergency Operations Plan

Background: The Electric Department Emergency Operation Plan establishes guidelines and principles of emergency management. The document provides City Management the steps necessary for the restoration of the electric system. The plan defines how mutual aid is requested, damage assessment and reporting activities for reimbursement from the Federal Emergency Management Agency (FEMA). Additionally, the plan includes the coordination of responsibilities and activities between the City, Sam Rayburn Municipal Regional Power Agency and Entergy.

Fiscal Impact: NA

Staff Recommendation: Staff recommends approval of the Electric Department Emergency Operation Plan.

Executive Summary

Issue: Currently the City does not have a detail operational plan to guide activities required to restore electrical services in the event of an major emergency.

Document: Electric System Emergency Operations Plan

Purpose: To establish the operating structure necessary to obtain external resources, define responsibilities of the City, SRMPA and Entergy Texas, as well as guiding personnel in the restoration of the electric system.

Objective

- * To provide a systematic process for the measures required to safely mitigate potential consequences before, during and after a disaster.
- * To provide the tactical steps for establishing uniform readiness and guidelines for prompt, standardized action.
- * To establish a coordinated restoration effort within the City and with external organizations.

Summary: This document establishes guidelines and principles of emergency management into a framework that provides City Management the steps necessary for the restoration of the electric system. The plan defines how mutual aid is requested, damage assessment, and reporting activities for reimbursement from FEMA.



The City of Liberty

City Council
1829 Sam Houston
Liberty, TX 77575

7.A.17

Meeting: 09/11/18 06:00 PM

Department: Administration
Category: Wastewater Issues

COUNCIL ACTION (ID # 4250)

DOC ID: 4250

Subject: Hazard Mitigation Grant - WW Treatment Plant

Background: The Wastewater Treatment Plant (WWTP) was under approximately ten (10) feet of water due to the heavy rainfall associated with Hurricane Harvey. The damages from the flooding caused the plant to be out of service for over twenty (20) days. The plant was not fully operational until February 2018. The damaged caused to the WWTP from Hurricane Harvey and the various floods from 2015 to date has caused over \$2,500,000 in damages. Typically, after a major disaster, hazard mitigation grant program funds become available to mitigate future infrastructure damages. After Hurricane Harvey an application for a Hazard Mitigation Grant Program (HGMP) Grant was submitted by the City for the WWTP Floodwall and Levee Project. The City was recently notified that a Grant for Phase I of this project was awarded to the City. The first phase includes design of the floodwall and levee protection, preparation of construction documents and revised cost estimation. The second phase of the project will include construction of the floodwall and levee.

Fiscal Impact: The estimated cost of Phase I of the project is \$310,000.00 with a Federal and City share of \$232,500.00 (75%) and \$77,500 (25%), respectively. The estimated total cost of the project is \$5,100,000.00. Funds are available from the 2016 Certificates of Obligation.

Staff Recommendation: Staff recommends approval of the Hazard Mitigation Grant from the Texas Department of Emergency Management.

TEXAS DEPARTMENT OF PUBLIC SAFETY

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512/424-2000

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August 15, 2018

The Honorable Carl Pickett
Mayor, City of Liberty
1829 Sam Houston
Liberty, TX 77575

RE: Sub-Grant Award

Dear Mayor Pickett:

The Texas Division of Emergency Management (TDEM) has issued a sub-grant for the Hazard Mitigation Grant Program or Pre-Disaster Mitigation Grant, DR-4332-012, WWTP Flood & Drainage Improvements. The following is the information related to this award:

Grantee Information:

DUNS Number: 040338501
TINS Number: 74-600160
FIPS Number: 291-42568-00

Award Information:

Catalog of Federal Domestic Assistance (CFDA): 97-039
FEMA Award Identification Number: 4332-DR-TX
FEMA Project Number: 4332-DR-TX
Project Title: City of Liberty – Wastewater Treatment Plant Floodwall and Levee Approval – Phase 1
Period of Performance (POP): August 13, 2018 to August 13, 2019

Amendment	Date	Total Subgrant Amount	Federal Cost Share Percentage	Federal Cost Share Amount	Local Cost Share Percentage	Local Cost Share Amount
0	8/10/2018	\$310,000	75%	\$232,500	25%	\$77,500

Please Note: This award is not for research or development as defined in 2 Code of Federal Regulations (CFR) 200.87.

Phase I activities will include design of the floodwall and levee protection, preparation of construction documents, and revised cost estimation. Design includes topographic survey to verify the elevations and geotechnical investigations for determination of existing soil conditions for the floodwall footing. Construction will not begin until the Phase 2 submittal is reviewed and approved.

The Activity Completion Timeframe for Phase 1 of this project is 12 months from the date of this letter. All activities specified in the Scope of Work (SOW) should be completed and all Phase 1 deliverables submitted to FEMA no later than this date. In accordance with HMGP rules and policy, we will require the submittal of all closeout documentation, if the project is deemed unfeasible or not cost effective, within 90-days, no later than November 8, 2019.

The sub-recipient shall deliver the following items to TDEM by the end of the performance period: Federal Emergency Management Agency (FEMA) through the Grantee for review and comment the following:

- Engineering Design, H&H Study, calculations, and a complete set of signed and sealed plans
- Budget estimate and scope of work for Phase II construction
- Benefit Cost Analysis (BCA) zip file based on the H&H with support documentations

The City of Liberty has been granted an Extraordinary Circumstances exception under the provisions of 44 CFR 201.6. This award is contingent upon City of Liberty submittal and FEMA approval within 12 months of the project award. If City of Liberty does not satisfy this requirement within one year, the approved project will be terminated by FEMA and any costs incurred after notice of termination will not be reimbursed. The recipient must agree to monitor the plan update process to ensure the plan stays on course for completion. If the plan is not approved with this timeframe, all remaining funds will be returned to FEMA.

Signing and returning this award letter indicates sub-recipient's acceptance of the scope of work of the sub-award, the ability to pay the state match and all grant terms and conditions outlined in the attached documents.

The recipient must ensure that:

1. The initial quarterly progress report for the HMGP project is submitted at the end of the approving quarter. Please include the HMGP project number (provided above) in your future quarterly reports. Note that 44 CFR 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report must include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.
2. In accordance with HMGP rules and policy, TDEM requires the submittal of all closeout documentation within 90-days of the project completion not to exceed the POP. Section 206.438(d) of 44 CFR requires the Governor's Authorized Representative (GAR) to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed and that the mitigation measure is in compliance with the provisions of the "FEMA-State Agreement".

If changes are needed to the SOW for the sub-award, period of performance or costs associated to the sub-award, the sub-recipient should immediately contact TDEM. No change to the sub-award will be considered approved until the sub-recipient is notified in writing by TDEM.

This signed and dated award letter must be returned to TDEM before payment on the sub-award can be processed. Please sign, date, and return this award letter acknowledging acceptance of this sub-award and agreement to abide by all terms and conditions to the address below:

Texas Department of Public Safety
Attn: Division of Emergency Management
P.O. Box 4087
Austin, TX 78773-0001

Mayor Carl Pickett

Date

Should you wish to appeal any determination related to this sub-award you must do so within 60 days of receipt of the notice of the action. You will need to provide your appeal with any documentation supporting your position to your assigned TDEM project officer within the allotted time.

If you have any questions please contact your project officer, Kelly Brown, at 713-967-7015 or by email at kelly.brown@dps.texas.gov.

Respectfully,



W. Nim Kidd, CEM[®]

Chief

Texas Division of Emergency Management

Division Director

Texas Homeland Security

Texas Department of Public Safety

WNK/KB

ATTACHMENTS: Grant Terms and Conditions

Attachment: Hazard Mitigation Grant Info (4250 : TDEM HMGP)

GRANT TERMS AND CONDITIONS

This Grant Agreement (consisting of FEMA Disaster Award and these Terms and Conditions) is made and entered into by and between the Department of Public Safety/Texas Division of Emergency Management, an agency of the State of Texas, hereinafter referred to as "DPS/TDEM," and the funds recipient, hereinafter referred to as the "Applicant" or "Subrecipient." Furthermore, DPS/TDEM and the Subrecipient are collectively hereinafter referred to as the "Parties."

Subrecipient may not assign or transfer any interest in this Grant without the express, prior written consent of DPS/TDEM. If Subrecipient issues subawards as part of this Grant project, Subrecipient shall include and require its subawardees to comply with the terms and conditions of this Grant.

The term "Subrecipient agreement funds" as used in this Grant means funds provided by DPS/TDEM under the United States Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) grant programs (also referred to herein as DHS/FEMA). The term "Subrecipient's funds" or match funds as used in this Grant means funds provided by the Subrecipient.

- A. **Standard of Performance.** Subrecipient shall perform all activities as approved by DPS/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"
- B. **Failure to Perform.** In the event Subrecipient fails to implement the project(s) entered and approved in the DPS/TDEM web-based grants management system, or comply with any provision of this Grant, Subrecipient shall be liable to DPS/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 or any other grant program funds administered by DPS until repayment to DPS/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 projects may reduce future funding in additional DHS/FEMA and/or other grant programs administered by DPS.
- C. **Funding Obligations.** DPS/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 DPS/TDEM under this Grant shall not exceed the Total Award Amount listed on the Grant Subrecipient Award.
 2. Subrecipient shall contribute the match funds listed on the Grant Subrecipient Award.
 3. Subrecipient shall refund to DPS/TDEM any sum of these Grant funds that has been determined by DPS/TDEM to be an overpayment to Subrecipient or that DPS/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 DPS/TDEM within thirty (30) calendar days after

4. DPS/TDEM requests such refund.

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

E. Uniform Administrative Requirements, Cost Principles 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 project]:

- 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
- 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:
<http://www.txdps.state.tx.us/dem/GrantsResources/index.htm>.
 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, Federal funds may not be used to sue the Federal government or any other government entity.
2. Federal Employee Prohibition. Federal employees are prohibited from serving in any capacity (paid or unpaid) on any proposal submitted under this Grant. Federal employees may not receive funds under this Grant.
3. Points of Contacts. Within 30 calendar days of any change, Subrecipient shall notify DPS/TDEM of any change or correction to the Designation of Applicant's Agent, chief elected official, program, and/or financial points of contact in the DPS/TDEM grant management system.
4. DUNS Number. Subrecipient confirms its Data Universal Numbering Systems (DUNS) Number is the number listed on this Grant. 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 DPS/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 debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.
 8. Direct Deposit. If Subrecipient has not received reimbursements from DPS/TDEM within the past eleven (11) months (prior to date of award), it shall forward a new/updated direct deposit form to DPS/TDEM. Completed direct deposit forms from Subrecipient shall be emailed to TDEM project officer. The email subject line and attachment name shall include the subrecipient name and identify the document attached (i.e. "*Sample County DD form*"). The direct deposit form is currently available at <http://www.window.state.tx.us/taxinfo/taxforms/74-176.pdf>.
 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 and/or DPS/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 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
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.

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

Must perform **cost/price analysis** for purchases over \$3000.

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.

DPS/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, DPS/TDEM shall provide Subrecipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in Subrecipient's performance

under this Grant, the monitoring report 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, DPS/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 DPS/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 DPS/TDEM for any costs disallowed pursuant to any financial or compliance audit(s) of these funds. Subrecipient further understands and agrees that reimbursement to DPS/TDEM of such disallowed costs shall be paid by Subrecipient 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 DPS/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 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, of Part 200 UGMS § .42, 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 DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS 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, DPS/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.** FEMA or DPS/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 FEMA or DPS/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 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, DPS/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.** DPS/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 DPS/TDEM determines that Subrecipient has failed to comply with any term of this Grant. DPS/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 Assistant Director of Texas Division of Emergency Management- Recovery Mitigation and Standards, Texas Department of Public Safety.

- 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, DPS/TDEM or DHS 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 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 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 DPS/TDEM or DHS;
7. Withhold further awards for the grant program
8. Take other remedies that may be legally available

In taking an enforcement action, DPS/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 DPS/TDEM or DHS 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. 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**. DPS/TDEM will close a subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, DPS/TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, DPS/TDEM will recover the unused funds.

At the completion of Subrecipient's performance period, DPS/TDEM will de-obligate all uncommitted funds and de-obligate all unexpended funds if final documentation is not received by the deadline.

The closeout of this Grant does not affect:

1. DHS or DPS/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.

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 Department of Public Safety, 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.

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 Department of Public Safety, 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.

Attachment: Hazard Mitigation Grant Info (4250 : TDEM HMGP)

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, as amended, 412 U.S.C. §701 et seq., which requires Subrecipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also, places where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. Subrecipient will notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 C.F.R. Part 17. Subrecipient shall comply with the requirements of the Drug-Free Workplace Act of 1988, which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace.
- 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.

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.
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).

Attachment: Hazard Mitigation Grant Info (4250 : TDEM HMGP)

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 work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.

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 DPS/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 DPS/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 DPS/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 DPS/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.

Attachment: Hazard Mitigation Grant Info (4250 : TDEM HMGP)

EXHIBIT F

Additional Grant Conditions

1. FEMA has performed an environmental review resulting in the findings and conditions identified in the Environmental Considerations enclosure and consisting of:
 - a. CATEX (Categorical Exclusion) or FONSI (Finding of No Significant Impact)
 - b. Record of Environmental Consideration (REC) with Environmental Review Project Conditions
2. All work must be done prior to the approved project completion deadline assigned to each Project. 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 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.
4. The Project Completion and Certification Report must be returned to TDEM once all the approved work has been 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.
5. The Period of Performance (POP) represents the period during which eligible reimbursable cost for this project can be incurred. If, due to extenuating circumstances, a project cannot be completed within the approved POP, an extension must be requested in writing and submitted to the State 90 days prior to the expiration of the currently approved POP.
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.
7. You may request a payment of funds on projects by completing a request for reimbursement and including your supporting documentation. In the event that an audit results in a reduction of the awarded amount of a project, the subrecipient is responsible for returning the identified overage within 30 days of notification of the overpayment.
8. Projects that have not received final payment will be reviewed quarterly by TDEM representatives upon receipt of the Quarterly Review form from the subrecipient. Quarterly reports will be due on the following dates: **April 15th, July 15th, October 15th & January 15th**. Public Assistance program small projects are exempted.
9. Subrecipient with must submit a project cost summary to TDEM following the completion of each project, except Public Assistance program small projects. The project cost summary must list all labor, equipment, materials and contract costs associated with making needed repairs.
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. Completed record and cost documents for all approved work must be kept 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 DPS/TDEM may direct Subrecipient to retain documents or to transfer certain records to DHS custody when DHS determines that the records possess long term retention value. During this time, all approved projects are subject to State and Federal audit/review.
12. 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.
13. 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.
14. Eligible cost reimbursement requests may be submitted as needed, but not less than once a quarter without project officer concurrence. The minimum request for reimbursement will be \$2,500 , unless it is the final reimbursement request. All submitted invoices must be:
 - a. Identified by a unique number
 - b. Related to an identified Scope of Work (SOW) line item
 - c. Accompanied by proof of payment (ex: copies of the cancelled checks showing payments for the invoices)
 - d. Signed by your Chief Financial Officer or designated authorized representative

Reimbursement amounts are based on the total request for eligible documented expenditures of the eligible federal share and local match.

EXHIBIT G**Additional Grant Certifications**

Match Certification

Applicant certifies that they have the ability to meet or exceed the cost share required of this project.

Duplication of Program Statement

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

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.

Direct Deposit Authorization

This form may be used by vendors, individual recipients or state employees to receive payments from the state of Texas by direct deposit or to change/cancel existing direct deposit information.

Transaction Type

SECTION 1	☐ New setup (Sections 2, 3, 5 and 6)	☐ Change account type (Sections 2, 3, 4, 5 and 6)
	☐ Change financial institution (Sections 2, 3, 4, 5 and 6)	☐ Cancellation (Sections 2 and 6 - Sections 7 and 8 for state agency use)
	☐ Change account number (Sections 2, 3, 4, 5 and 6)	

Payee Identification

SECTION 2	Payee type	☐ Texas Identification Number (TIN)	☐ Individual Taxpayer Identification Number (ITIN)	Mail code (If not known, leave blank.)
	☐ State employee	☐ Employer Identification Number (EIN)		
	☒ Vendor or other recipient	☐ Social Security Number (SSN) *		
	Payee name	Phone number		
	Mailing address	City	State	ZIP code

New Account Information (Setups and Changes) (Completion by financial institution is recommended.)

SECTION 3	Financial institution name	City	State
	Routing transit number (9 digits)	Customer account number (maximum 17 characters)	Type of account
			☐ Checking ☐ Savings
	Financial representative name (optional)	Title (optional)	
	Financial representative signature (optional)	Phone number (optional)	Date (optional)

Existing Account Information (Changes Only)

SEC 4	Routing transit number (9 digits)	Customer account number (maximum 17 characters)	Type of account
			☐ Checking ☐ Savings

International Payments Verification (required)

SEC 5	Will these payments be forwarded to a financial institution outside the United States?..... ☐ YES ☐ NO If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).
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Authorization for Setup, Changes or Cancellation (required)

SECTION 6	I authorize the Texas Comptroller of Public Accounts to deposit my payments from the state of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments made to my account in error. I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. (For further information on these rules, please contact your financial institution.)		
	Authorized signature	Printed name	Date
	sign here		

Cancellation by Agency (for state agency use)

SEC 7	Reason	Date
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Authorized Signature (for state agency use)

SECTION 8	Signature	Date
	Phone number	Agency number
	ext.	
	Agency name	
	Comments	

Please return your completed form to:

Your TDEM Primary State Contact or contact the Funds Management Section at 512-462-6174 for directions.

Attachment: Hazard Mitigation Grant Info (4250 : TDEM HMGP)

Instructions for Direct Deposit Authorization

You have certain rights under Chapters 552 and 559, Government Code, to review, request and correct information we have on file about you. To request information for review or to request error correction, use the contact information on this form.

Section 1: Transaction Type

Select the appropriate transaction type(s).

Section 2: Payee Identification

Select payee type, provide the Texas Identification Number (TIN), Employer Identification Number (EIN) Social Security Number (SSN)* or Individual Taxpayer Identification Number (ITIN) and enter payee contact information.

***Federal Privacy Act Statement**

Disclosure of your Social Security number is required and authorized under law, for the purpose of tax administration and identification of any individual affected by applicable law, 42 U.S.C. sec. 405(c)(2)(C)(i); Texas Govt. Code Sections 403.011, 403.056, and 403.078. Release of information on this form in response to a public information request will be governed by the Public Information Act, Chapter 552, Government Code, and applicable federal law.

Section 3: New Account Information (Needed for setups and changes)

Completion by financial institution is recommended.

Important: Your direct deposit account information may be different from the account information printed on your checks. It is recommended that you contact your financial institution to confirm your direct deposit account information.

Prenote Test:

A prenote test will be sent to your financial institution for the account information provided. The prenote test is for a period of six banking days, and it is sent to your financial institution to verify your account information. If no further action is required by your financial institution, your direct deposit instructions will become effective when the six banking day prenote time frame has expired.

Section 4: Existing Account Information (Needed for changes to existing account information)

When requesting a change to your existing direct deposit account information, you must complete Section 4 with the existing account information for verification purposes. This measure will help the paying state agency verify accuracy of the requested change.

Any change to banking information begins a prenote test period. See explanation in Section 3, above.

Section 5: International Payments Verification

Check "YES" or "NO" to indicate if direct deposit payments to the account information designated in Section 3 of this form will be forwarded to a financial institution outside the United States. If "YES," also complete the ACH (Direct Deposit) Payment Destination Confirmation (Form 74-227).

Section 6: Authorization for Setup, Changes or Cancellation

Must be completed in its entirety, and no alterations to the authorization language will be accepted.

For State Agency Use

Section 7: Cancellation by Agency

Provide reason for cancellation request.

Section 8: Authorized Signature

For state agency use only.