

**AGENDA
CITY OF TEAGUE
BOARD OF ALDERMEN
REGULAR CALLED MEETING
OCTOBER 21, 2019 6:00 P.M.**

AGENDA

Notice is hereby given that a Regular Called Meeting of the Governing Body of the City of Teague will be held on **OCTOBER 21, 2019 at 6:00 P.M.** The meeting will be held in the **COUNCIL ROOM, LOCATED AT TEAGUE CITY HALL 105 SOUTH 4th AVENUE TEAGUE, TEXAS 75860.** All Agenda items are subject to action. *The City Council reserves the right to meet in executive closed session on any Agenda items listed below, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney); 551.072 (Deliberation and Real Property); 551.073 (Deliberations about Gifts and Donations); 551.074 (Personnel Matters); 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).*

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT:**
2. **INVOCATION:**
3. **PLEDGE TO THE FLAG:**
4. **ROLL CALL:**
5. **VISITORS/CITIZENS COMMENTS:** At this time, any person with business before the Council not scheduled on the Agenda may speak to the Council for a maximum of three (3) minutes. No formal action can be taken on these items at this meeting.
6. **CONSENT AGENDA:**
 - a. Approve Minutes from the September 9, 2019 Meeting of the Board of Aldermen
 - b. Approve Minutes from the September 16, 2019 Meeting of the Board of Aldermen
 - c. Approve Minutes from the October 2, 2019 Meeting of the Board of Aldermen
 - d. Approve the Accounts Payable and Payroll Check Registers for the month of September 2019
 - e. Accept and Approve the Financial Statement for August 2019
 - f. Accept the Investment Report for the 3rd Quarter of 2019
7. **OLD BUSINESS:**
 - a. None
8. **NEW BUSINESS:**
 - a. Discussion and possible action on approving Ordinance 2019-10-21, an ordinance of the City of Teague, Texas ("City"), amending the City's Budget for Fiscal Year 2018-2019, providing that all other previous budget allocations shall be saved; and providing for severability and declaring an effective date.
 - b. Discussion and possible action on recreating the position of Administrative Assistant in the Administration / Utility Office and appropriate the necessary funds for said position.
 - c. Discussion and possible action on approving temporarily modifying the office hours for the Administration / Utility Office on Wednesday's to close to the public at 12:00 P.M. for the months of November and December 2019.
 - d. Receive presentation from the Christmas in the Park's Committee regarding the 2019 Festivities.

- e. Discussion and possible action on approving Resolution No: 2019-10-21 which authorizes the submission of a grant for Routine Airport Maintenance Program (Ramp Grant) at the Teague Municipal Airport for Fiscal Year 2020, in an amount not to exceed \$50,000.00; and authorizing compliance with the grant terms; and authorizing the Mayor to act as the city's executive officer and authorized representative in all matters pertaining to the city's participation in the Texas Department Of Transportation Grant For Routine Airport Maintenance Program.
 - f. Discussion and possible action on approving the office building lease contract from Heart Of Texas Workforce Solutions for the Workforce Center located at 517 Main Street:
 - g. Discussion and possible action on approving the Flood Mitigation Project Grant Contract between the Texas Water Development Board and the City of Teague for the elevation project located at 28 Mimosa Lane.
 - h. Discussion and possible action on approving the Elevation Project Agreement between the City of Teague and Ricky and Jo Ann Sims.
 - i. Discussion and possible action on authorizing the City Administrator / Secretary to prepare and seek Request for Qualifications (RFQ) for a grant administrator for the Flood Mitigation Project Grant.
 - j. Discussion and possible action on approving the Teague Economic Development Corporations' requested changes to their by-laws.
 - k. Discussion and possible action on a Go Texan Event at the 8th Avenue City Park.
9. **EXECUTIVE SESSION** – In accordance with Texas Government Code, Section 551.001, et seq., the Board of Aldermen will recess into Executive Session (closed meeting) to discuss the following:
- a. § 551.074: Conduct an executive session as authorized by Texas Government Code, Section 551.074(a) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee: Employment: Melissa Bowles, Police Secretary / Deputy Court Clerk
 - b. § 551.072: Conduct an executive session as authorized by Texas Government Code, Section 551.071 to deliberate the purchase, exchange, lease, or value of real property: Upcoming lease renewal of the rodeo arena.
 - c. § 551.071: Consultation with Attorney regarding pending or contemplated litigation re: City of Teague v. City of Fairfield.
 - d. § 551.071: Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: Facilities Agreement between the City of Teague, City of Fairfield, and Texas Department of Criminal Justice; Interlocal Definitive Agreement Between the City of Teague and the City of Fairfield; and Agreement Between the City of Teague and City of Fairfield regarding Record Retention.
10. **RECONVENE INTO OPEN SESSION** - In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

11. PRESENTATION AND DISCUSSION OF DEPARTMENT HEAD REPORTS:

- Administration – Theresa Prasil, City Administrator
- Courts – Theresa Prasil, City Administrator
- Public Works – Jacob Cowling, Public Works Director
- Police Department – DeWayne Philpott, Chief of Police
- Library – Diane Willis, Librarian
- EDC

12. ANNOUNCEMENTS:

13. ADJOURN:

CERTIFICATION

I, Theresa Prasil, City Secretary of the governing body of the City of Teague, Texas, Do **HEREBY CERTIFY** that the above notice of the meeting of the governing body of the City of Teague, Texas is a true and correct copy of said notice posted at the City of Teague, Texas in a place convenient and readily accessible to the Public at all time.

Witness my hand and seal of the City of Teague, and posted on this 16th day of October 2019, at **and will remain posted continuously for at least 72 hours preceding scheduled time of the meeting.**





Theresa Prasil, City Administrator/Secretary

Any person interested in attending the meeting with special communication or accommodations needs to contact City Hall 48 hours prior to the meeting at 254-739-2547 to make arrangements.
“The City of Teague is an equal opportunity provider and employer.”

Agenda Item

6. CONSENT AGENDA

- a. Approve Minutes from the September 9, 2019 Meeting of the Board of Aldermen
- b. Approve Minutes from the September 16, 2019 Meeting of the Board of Aldermen
- c. Approve Minutes from the October 2, 2019 Meeting of the Board of Aldermen
- d. Approve the Accounts Payable and Payroll Check Registers for the month of September 2019
- e. Accept and Approve the Financial Statement for August 2019
- f. Accept the Investment Report for the 3rd Quarter of 2019

MINUTES
CITY OF TEAGUE BOARD OF ALDERMEN
SPECIAL CALLED JOINT WORKSHOP MEETING
WITH THE TEAGUE ECONOMIC DEVELOPMENT CORPORATION
SEPTEMBER 9, 2019 6:00 P.M.

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT:** *The meeting was called to order at 6:00 P.M. by Mayor James Monks and a Quorum was announced with all present Aldermen and Directors seated at their respective places.*
2. **ROLL CALL:** *Present: James Monks, Mayor, Jerry Ballew, Mayor Pro Tempore / Alderman Place I, Rhonda Jones, Alderman Place II, Marie Hertenberger, Alderman Place III, Ryan Mathison, Alderman Place V, EDC Director Mark Smith, EDC Director Andy Lacky, EDC Director Nanette Harwell, EDC Director Tiffany Maggard and EDC President Stephanie Burns Absent: Chris Nickleberry, Alderman Place IV, EDC Director Bill Bowers and EDC Director Claudine Curry.*

EDC Director Bill Bowers entered the meeting at 6:03 P.M.

3. **WORKSHOP AND DISCUSSION :**

- Discussion between the City of Teague and the Teague Economic Development Corporation regarding the state of each entity, current and future projects.
The current state of each entity, current and future projects were discussed among the City of Teague and the Teague Economic Development Corporation.

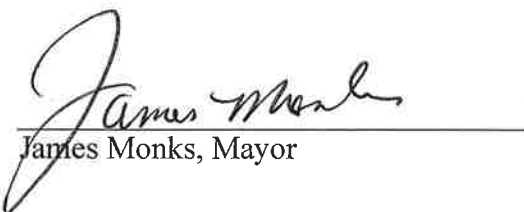
4. **ADJOURN:** *Mayor Monks adjourned the meeting at 7:29 P.M.*

The meeting adjourned.

The City of Teague,




Theresa Prasil, City Secretary / Administrator


James Monks, Mayor

**MINUTES
CITY OF TEAGUE
BOARD OF ALDERMEN
SPECIAL CALLED MEETING
SEPTEMBER 9, 2019 5:30 P.M.**

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT:** *The meeting was called to order at 5:38 P.M. by Mayor James Monks and a Quorum was announced with all present Aldermen seated at their respective places.*
2. **INVOCATION:** *Alderman Mathison*
3. **PLEDGE TO THE FLAG:** *Alderman Hertenberger*
4. **ROLL CALL:** *Present: James Monks, Mayor, Jerry Ballew, Mayor Pro Tempore / Alderman Place I, Rhonda Jones, Alderman Place II, Marie Hertenberger, Alderman Place III and Ryan Mathison, Alderman Place V Absent: Chris Nickleberry, Alderman Place IV*
5. **VISITORS/CITIZENS COMMENTS:** *At this time, any person with business before the Council not scheduled on the Agenda may speak to the Council for a maximum of three (3) minutes. No formal action can be taken on these items at this meeting.
Dan Ramsey, former Police Chief and resident, commented that he believes that the timing is bad to raise taxes with the increase in water rates and so forth. He commented that he was aware that the property value in town has gone down so raising your taxes is not going to make that much difference to what's going on, but he understood that it has to be done. He also commented that he hopes that there are things in the budget for the police department and parks because there are some serious problems with the water leaks in the city and that they need to have funds and manpower to complete those tasks. He continued by stating, in talking about the police they need better pay and equipment because they have an important job to do. In closing he stated, I know that each and everyone of you are going to have to make a hard decision tonight but I hope you do it from the heart and I you listen to what the public is telling you because they voted you in and if you don't make good decisions we know they will vote you out.*
6. **NEW BUSINESS:**
 - a. Conduct a Public Hearing for the purpose of receiving citizens input on the Proposed Tax Rate of \$0.776732 per \$100 valuation for City budget year October 1, 2019 through September 30, 2020.
Public Hearing Opened at 5:45 P.M.
Dana McCombs, residents and business owner, commented that she saw a lot of fussing on Facebook about this but apparently nobody wants to say anything. She continued by stating, I have no objections to tax rate going up \$0.02 per \$100 value, it isn't a big deal and shouldn't be a big deal if it helps get some streets and water leaks fixed.
Public Hearing Closed at 5:44 P.M.
 - b. Conduct a Public Hearing for the purpose of receiving citizens input regarding the 2019-2020 Fiscal year Budget.
Public Hearing Opened at 5:44 P.M.
Marilyn Michaud, resident and former Alderman, questions the employee salaries specifically why salaried employees were receiving raises without being evaluated.
Public Hearing ended at 5:46 P.M.
 - c. Discussion and possible action on approving Ordinance 2019-09-09, an ordinance of the City of Teague, Texas ("City"), enacting the municipal budget for Fiscal Year 2019-2020; funding municipal purposes;

authorizing expenditures; providing for emergency expenditures; providing for finding of fact; enactment; repealer; severability; filing; an effective date; and property notice & meeting.

City Administrator Prasil stated, the budget that is being presented to you today is the proposed budget that we discussed at the last workshop after the previous meeting to address employee salaries. She commented, there are two salaried employees included in the budget one for me and Public Works Director Jacob Cowling to have a raise. She continued by stating that she wanted to make sure that everyone is aware of this since it was a concern. She then asked, are there were any questions about the budget that is being presented.

Alderman Hertenberger commented, I thought the legal fees for the coming year were very low, when I expected them to be higher.

City Administrator Prasil replied, a large amount of our attorney fees for the current year were from the results of the attorney's office handling Public Information Act Request. She explained that with their templates and assistance she is now able to address and handle most of the Public Information Act Request the City receives to include seeking the Attorney Generals opinion when needed.

Alderman Ballew moved to approve Agenda Item 3 C as written. Motion died due to the lack of second.

Mayor Monks opened the floor back up for action which was met with no motions or action.

- d. Discussion and possible action on approving Ordinance 2019-09-09-A, an ordinance of the Board of Aldermen of the City of Teague, Texas, adopting the 2019 Ad Valorem Tax Rate of \$0.776732 per one hundred dollars (\$100) of assessed valuation of all taxable property within the corporate limits of the City as of January 1, 2019; to provide revenues for the payment of current expenses and to provide an Interest and Sinking Fund on the outstanding debt of the City; collection of taxes; approving the assessment roll as certified; providing for a cumulative clause, severability, notice, publication, an effective date, and proper notice & meeting.

Mayor Monks stated, there is no need to take action on Agenda Item 3 D since we do not have a budget to fund for 3 D.

Alderman Ballew moved to table Agenda Item 3 D until such time we have an approved budget, seconded by Alderman Hertenberger. Motion carried 4-0.

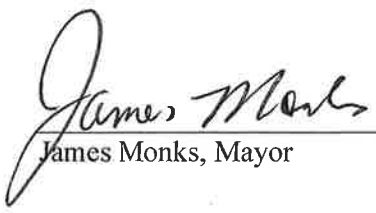
7. **ADJOURN:** *Mayor Monks adjourned the meeting at 5:51 P.M.*

The meeting adjourned.

The City of Teague,




Theresa Prasil, City Secretary / Administrator


James Monks, Mayor

**MINUTES
CITY OF TEAGUE
BOARD OF ALDERMEN
REGULAR CALLED MEETING
SEPTEMBER 16, 2019 6:00 P.M.**

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT:** *The meeting was called to order at 6:00 P.M. by Mayor James Monks and a Quorum was announced with all present Aldermen seated at their respective places.*
2. **INVOCATION:** *Alderman Ballew*
3. **PLEDGE TO THE FLAG:** *Alderman Jones*
4. **ROLL CALL:** *Present: James Monks, Mayor, Jerry Ballew, Mayor Pro Tempore / Alderman Place I, Rhonda Jones, Alderman Place II, Marie Hertenberger, Alderman Place III and Ryan Mathison, Alderman Place V Absent: Chris Nickleberry, Alderman Place IV*
5. **VISITORS/CITIZENS COMMENTS:** *At this time, any person with business before the Council not scheduled on the Agenda may speak to the Council for a maximum of three (3) minutes. No formal action can be taken on these items at this meeting.*
Justin Romine, resident and Teague Volunteer Fireman, expressed the dire need for the 2020 Budget to be approved so that on October 1st it is accessible and available. He explained that the Teague Volunteer Fire Department does everything possible to apply for grants and fundraiser to gain money to operate the department. He explained how safety equipment and supplies were needed to be purchased each year to include firefighting gear. In closing he asked that the Board please pass the budget tonight so that all city departments will be able to continue to operate come October 1st.
Alderman Hertenberger stated, Justin do you realize you have like \$36,000 left in your budget.
Mayor Monks responded by saying, Marie you cannot respond to the speakers at this time.
Alderman Hertenberger once again stated, you still have like \$36,000 in your budget.
Mr. Romine replied, if there is a point, I would be happy to speak because we are in the running for a grant that is to be awarded any day and we don't want to waste the City's money nor spend it if we don't have to.
6. **CONSENT AGENDA:**
 - a. Approve Minutes from the August 19, 2019 Meeting of the Board of Aldermen
 - b. Approve Minutes from the August 26, 2019 Budget Workshop Meeting of the Board of Aldermen
 - c. Approve the Accounts Payable and Payroll Check Registers for the month of August 2019
 - d. Approve Financial Statement for August 2019*Alderman Ballew moved to approve Agenda Items 6 A, B C and D, seconded by Alderman Mathison. Motion carried 4-0.*
7. **OLD BUSINESS:**
 - a. None
8. **NEW BUSINESS:**
 - a. Presentation and signature of Proclamation Declaring October 1, 2019 as "National Night Out" in the City of Teague.
Mayor Monks read the proclamation aloud.
Alderman Ballew moved to approve the proclamation with the amended date to state October 1, 2019, seconded by Alderman Jones. Motion carried 4-0.
 - b. Discussion and possible action on waiving fees associated with Teague Chamber of Commerce's Parkfest and BBQ Cookoff.
Motion to remove all the fees was made by Alderman Hertenberger.
Mayor Monks asked for clarification on what fees.

Alderman Hertenberger replied, whatever Theresa mentioned.

City Administrator Prasil responded, the \$30 fee for the park and the RV spot fees at \$30 or \$35 each.

Alderman Hertenberger asked, so if they have a food truck come in though we don't get the money that goes to the chamber?

City Administrator Prasil replied, no, we would not charge the fees for the vendors due to it being a fundraiser.

Mayor commented we have a motion on the table and asked do we have a second?

Alderman Mathison seconded the motion. Motion carried 2 ayes (Aldermen Hertenberger and Mathison) 1 nay (Alderman Ballew) 1 abstain (Alderman Jones)

- c. Discussion and possible action on approving Resolution 2019-09-16, opposing the Texas Central High-Speed Railway.

Motion to approve Agenda Item 8 C as written was made Alderman Mathison, seconded Alderman Ballew. Motion carried 4-0.

- d. Discussion and possible action on approving Ordinance 2019-09-16-A, an ordinance of the City of Teague, Texas ("City"), enacting the municipal budget for Fiscal Year 2019-2020; funding municipal purposes; authorizing expenditures; providing for emergency expenditures; providing for finding of fact; enactment; repealer; severability; filing; an effective date; and property notice & meeting.

Alderman Mathison asked to bypass this item until Alderman Nickleberry is present.

Mayor Monks addressed City Administrator Prasil and asked, can we pass Agenda Item 8 D until Alderman Nickleberry is present?

City Administrator Prasil replied, that would your decision Mayor, for you are presiding over the meeting.

Alderman Mathison commented, I mean we know he is coming.

Mayor Monks stated, I am going to postpone Items D and E until Alderman Nickleberry arrives, which he has informed me that he should arrive by 7:00 P.M.

Revisited after Agenda Item 10

City Administrator Prasil explained that the \$2,000 raise that Mayor Monks requested to be in the Budget for me has been taken out. She referenced the detail salary sheet and explained that the change in her salary has been lowered as expressed by the Aldermen and the Administrative Assistant position has been increased to a salary of \$11 per hour from \$10 hour has originally budgeted. She explained that the actual budgeted numbers did not change because the salary line item for the \$2,000 decrease for herself and the \$2,000 increase for the administrative assistant's position is the same.

Alderman Nickleberry asked, so that was the only change?

City Administrator Prasil replied, that is correct.

Alderman Hertenberger asked, so how are you going to do that, because if you don't approve it, if we don't approve your assistant or whatever how are we going to carry this over?

Alderman Mathison commented, we can make an amendment to the budget before we pass it.

Alderman Ballew asked the Mayor if he could address the council?

Mayor Monks replied, yes sir.

Alderman Ballew read the following statement he prepared:

"On August 26th we held our second budget workshop to discuss in detail the proposed budget for 2019-2020 . All of you attended this workshop. At the conclusion of the meeting, the Mayor asked each of us if we had any concerns or problems with the revised budget because that was the time for us to resolve any differences. None of you voiced any concern or disagreement with the proposed budget at that time.

The exact same proposed budget was the main agenda item of our special called meeting on September 9th . My motion to approve the proposed budget was met with silence while all of you

looked down in unison. Consequently, my motion died for lack of a second and, sadly, no other action was taken on that important agenda item.

Not only do we owe it to our citizens as their elected representatives, but we also have a legal obligation to take action on all agenda items - whether that action is voting to approve, disapprove, table, or postpone the item, or voting to take no action. Our obligation is to vote - not to sit in silence looking down as if we are incapable or afraid of making a decision.

Your plan was not a good one. One person from your alliance should have seconded my motion, or one of you should have made another motion to allow a discussion to take place. You hid your reasons for acting as you did by your silence. The only thing our citizens heard was silent pouting like children.

Because of your behavior, I have been asked by several people, "what happened?" or "what was that all about?" All I could tell them was that we failed to do our job as a council. A simple vote to approve or disapprove the budget after an open discussion would have been understandable by our constituents. It appears to me, however, that you have formed a coalition that would rather work in secret than participate in an open forum.

Let me remind all of us that a walking quorum is not only unethical but also a violation of state law - even if a third party is the one who is relaying information between the officials involved. It circumvents the transparency requirements contained in the Texas Open Meetings Act. A walking quorum is not a joking matter as some of you appear to believe. Elected officials in Texas are being prosecuted for violating this statute.

One of you openly stated she had spoken to "all the Aldermen except Jerry" about an agenda item in tonight's meeting. This is a rather blatant admission of conducting a walking quorum and violating the Texas Open Meetings Act.

Without an approved budget, our city will virtually cease to function on October 1st. We as a council must act responsibly. We must put our personal agendas aside and act like adults to work for the good of our city.

Alderman Ballew closed by stating, I relinquished the floor.

Alderman Mathison stated, now if I don't if I don't offend anybody I'd like to speak too. He continued by stating, as far as the Workshop, yes, I failed to speak up and I apologize and take full responsibility for that but after a restless night, I emailed and spoke to these two and my issues have been resolved. He then stated, just because we have a workshop doesn't mean we can't hear from our constituents, they continue to talk between votes after votes, it doesn't matter. He continued by stating, I went home didn't feel good about it and I talked to you guys and I appreciate both of you very much for working with me on that, but you got to listen to constituents. He then stated, we are getting to a point where I feel good about this budget and I have spoken to legal counsel at TML and we can pass this budget tonight, but I will make one change.

Alderman Jones commented that she was worried and fretted over the budget for a week and that she knew that the Board was not all going to be able to attend the meeting and that she felt like whatever vote she made the pressure was all on her and her decision. She expressed that she felt that with something as important as the budget, a time should have been chosen where all the councilmen could be seated and able to vote. She continued by stating, she understands that not all councilmen were able to be there because of circumstances but she thought that all the weight was thrown on her and she honestly did not know how to handle it with being new.

Alderman Hertenberger commented, I felt from the time we were handed the budget that something wasn't quite right and that the Mayor and Theresa were trying to pull a fast one on us and we had to really look at the budget. She explained, the budget was thick with several papers and lots of numbers to look at and that she had to look and look and look. She explained that every time there was a meeting about the budget and changes were made a new budget was given out with another bunch of papers and it wasn't an easy task. She commented that she has been on the Council for quite some time and she never remembers every having to worry about budget because we were given a budget, we talked about it, overlooked it, voted on it and that was it. She stated, it started with Theresa's salary which the Mayor wanted in there and we were not for it. She stated, we were not given enough information when we were in budget meeting and all Theresa did was talk, talk, talk, talk, talk, talk, talk and you forgot everything that you were supposed to be there for, so I didn't want to pass the budget until I had time to go through it and really look at it good and go through every line item. She stated, and there are still questions, but I won't get into it tonight because I also want to pass the budget, but after we left the meeting, we felt the first of all we couldn't say anything at the meeting and I don't care what Jerry says about us anyway. She continued by stating, after I got home and I turned the iPad on to check the Mayor and Theresa had sent a little letter out that said in not so many words that the money's in the city were frozen and that no department could spend money without her or the Mayor's approval.

Mayor Monks responded, number one Mrs. Prasil and I have not pulled a fast one as you put it, you were given ample opportunity and ample time to review any presented budget.

Alderman Hertenberger replied, no I wasn't.

Mayor Monks replied, yes ma'am.

Alderman Hertenberger responded, maybe according to you but you don't know my life and you don't know, I read and read and looked at the budget.

Mayor Monks stated, there was not anything fast pulled, all information was presented to each of the council members with the same amount of time and you were given multiple opportunities in every meeting that we had to speak up. He continued by stating, at every meeting, I would ask multiple times does anybody have any concerns, any questions or any misgivings about the budget and none of you spoke up. He explained, the email that you are referring to about freezing the funds, yes, I did do that because number one, we did not have a budget or a proposed budget in place and I'm looking out for the best interest of the city. He explained, the salaries, safety equipment or any outstanding bills were not included in the freeze. He stated, the only thing that was frozen was overtime and any unnecessary expenditures. He commented, we are eleven months and two weeks into a twelve-month budget and if you did not spend your money during this time two weeks will not make a difference and if there is something important that a department needs all they have to do is ask for approval. He explained, another reason that was done is that if this budget is not taken care of tonight, by 8:00 A.M.

Wednesday morning the City will be liable for roughly \$3,000-\$5,000 to the Freestone County Tax Office to pay for the late mailing of the City of Teague's tax bills. He explained, secondly if the budget is not approved and put into place by October 1st the City will effectively be shut down and I wanted to ensure that we will have the money in the bank that can continue to pay our staff and our bills and if that does not happen that's going to fall back on you all that our staff is not getting a paycheck. He stated, we want police and fire protection, we want water, we want the bills paid well you have to pay the employees.

Alderman Nickleberry stated, I emailed my concerns, I don't want the police to be dog catchers. He stated, I am not in no alliance, I never have been, and I am my own man since I have been on this Council. She continued by stating, with all due respect Mr. Ballew I don't take my character being questions too lightly.

Alderman Ballew responded; you were not at the meeting I was referring to.

Alderman Nickleberry stated, we all have the same goals, the council and community but we may disagree to get there and that is ok. He stated, the thing about it is we can go forward get the budget passed and operate the City.

Alderman Mathison stated, I typically don't write stuff out, but I want to make sure and write it out tonight, what I'm going to propose is an amendment that I think all of us can get on board with. He continued, as I said I spoke with TML to make sure this was legal, and it will not throw the budget into cahoots at the end. He stated, so first I want to say with the new computer systems that we have implemented the we paid for in order to help the city hall operate more smoothly, the hiring of Jordan Rushing to replace he utility clerk that we lost as well as making arrangement to turn over the permitting processes to the police secretary and once she's hired and competent in her duties, I cannot see the immediate need to have an Administrative Assistant at City Hall. Therefore, I would like to make a motion to amend the Proposed Budget as such.

Alderman Mathison made a motion that we amend the proposed budget to defund the new position created as an Administrative Assistant, I would like to take those funds and truly Back the Blue by giving each officer a raise not to exceed \$1.00 per hour with the exception of Chief who has already been promised a raise upon completion of his Masters Degree in December, seconded by Alderman Nickleberry. Motion carried 4-1 with the following votes:

Alderman Ballew voting Nay

Aldermen Jones, Hertenberger, Nickleberry and Mathison voting Yay

- e. Discussion and possible action on approving Ordinance 2019-09-16-B, an ordinance of the Board of Aldermen of the City of Teague, Texas, adopting the 2019 Ad Valorem Tax Rate of \$0.776732 per one hundred dollars (\$100) of assessed valuation of all taxable property within the corporate limits of the City as of January 1, 2019; to provide revenues for the payment of current expenses and to provide an Interest and Sinking Fund on the outstanding debt of the City; collection of taxes; approving the assessment roll as certified; providing for a cumulative clause, severability, notice, publication, an effective date, and proper notice & meeting.

Motion to approve Agenda Item 8 E as written was made by Alderman Nickleberry, seconded by Alderman Hertenberger. Motion carried 5-0.

- f. Discussion regarding building permits as requested by John Moore.

John Moore expressed his concerns regarding the City's building permitting and inspection process. He explained that the residential process is not the problem, but the commercial process is too deep for Teague. He expressed the need for some contractors and projects needing to be inspected but for contractors such as himself he hires outside inspectors to inspect his projects. He commented that some of the surrounding cities do not require inspections and others do not require as much as Teague. He expressed concerns that in Teague any commercial projects over \$50,000 are required to be in compliance with the Texas Barriers Act which is a registration number with the state that says that you promise the State of Texas that you will let them come in and inspect that your project is handicapped accessible. He gave an example of the Medical Clinic Project he is working on, cost him \$1,150 for this registration because he had to hire a company to just push the paperwork through to get that number. He suggested that the City of Teague have a committee of local people to review plans and just have the contracted company, Bureau Veritas, just complete inspection. He commented that some projects need engineering but not all projects do. Mr. Moore distributed copies of examples of other municipality's building permit packets. In closing he asked that the City consider backing off of what all is required and just let them come in and do the jobs and only have inspections and not require everything currently being required.

City Administrator Prasil explained that the requirements that Mr. Moore mentioned are due to the City adopting an ordinance around 2000 that stated that the City adopts the most recent building codes. She also mentioned that with recent legislative changes the City is bound to follow at least 2015 codes

Alderman Ballew commented, on the City of Fairfield's building permit packet it states that they use the 2006 and 2008 codes which have been revised a number of times since then.

- g. Discussion and possible action on nominating and approving resolution authorizing the nomination of individuals for Board of Director Members of the Freestone Central Appraisal District.
Alderman Ballew moved to cast all 5 votes for Lovie Whyte, seconded by Alderman Hertenberger. Motion carried 4-0.
Alderman Ballew moved to approve the resolution as read, seconded by Alderman Hertenberger. Motion carried 4-0.
- h. Discussion and possible action on approving the execution of the Audit Engagement Letter with Donald L. Allman, CPA, PC.
Motion to approve Agenda Item 8 H as written was made by Alderman Mathison, seconded by Alderman Hertenberger. Motion carried 4-0.
- i. An ordinance of the City of Teague, Texas amending Chapter 1, General Provisions, Article 1.700, City Council Meetings, of the Code of Ordinances of the City of Teague, Texas, to delineate further the rules for public speakers and allow extra speaking time to a person utilizing a translator; repealing all ordinances or parts of ordinances in conflict herewith; providing a savings clause; providing for inclusion in the code; finding and determining that the meeting at which this ordinance is passed is open to the public as required by law.
Alderman Jones made a motion to approve Agenda Item 8 I as written, seconded by Alderman Hertenberger. Motion carried 4-0.

At 6:47 P.M. Open Session convened into Executive Session

9. **EXECUTIVE SESSION** – In accordance with Texas Government Code, Section 551.001, et seq., the Board of Aldermen will recess into Executive Session (closed meeting) to discuss the following:
- a. § 551.074: Conduct an executive session as authorized by Texas Government Code, Section 551.074(a) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee: Employment: Angela Sergeant, Police Officer
 - b. § 551.072: Conduct an executive session as authorized by Texas Government Code, Section 551.071 to deliberate the purchase, exchange, lease, or value of real property: The purchase of the P.A.R. Property

At 7:18 P.M. Alderman Nickleberry entered the meeting.

At 7:36 P.M. Executive Session convened into Open Session

10. **RECONVENE INTO OPEN SESSION** - In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider action, if any, on matters discussed in Executive Session.

Motion to approve Agenda Item 9 A with corrected spelling of her last name Sargent at \$16 per hour was made by Alderman Mathison, seconded by Alderman Hertenberger. Motion carried 4-1 (Alderman Jones voting nay).

Alderman Ballew moved to authorize the City Administrator to negotiate the purchase price of the P. A. R. property and report back to the Board of Aldermen. Motion died for the lack of second.

Alderman Ballew moved to take no action on Agenda Item 9 B, seconded by Alderman Mathison. Motion carried 5-0.

Mayor Monks announced, at this time we will return to Agenda Item 8 D.

11. PRESENTATION AND DISCUSSION OF DEPARTMENT HEAD REPORTS:

- Administration – Theresa Prasil, City Administrator
- Courts – Theresa Prasil, City Administrator
- Public Works – Jacob Cowling, Public Works Director
- Police Department – DeWayne Philpott, Chief of Police
- Library – Diane Willis. Librarian
- EDC

Mayor Monks stated, each of you have been presented with the department head reports and asked if anyone had any questions.

Alderman Mathison commented, I like the new format Chief.

12. ANNOUNCEMENTS:

Mayor Monks reminded the Board of Aldermen that each of you are required to complete your NIMS training and due to the inaction of some board member last year we were unable to receive a grant for the police department. He continued by stating, we are coming up on the time of the year to apply for grants again, however since some Aldermen still have not completed their NIMS training we will not be able to apply for those grants.

13. ADJOURN: *Mayor Monks adjourned the meeting at 8:03 P.M.*

The meeting adjourned.

The City of Teague,



Theresa Prasil, City Secretary / Administrator

James Monks, Mayor



**MINUTES
CITY OF TEAGUE
BOARD OF ALDERMEN
SPECIAL CALLED MEETING
OCTOBER 2, 2019 AT 6 P.M.**

1. **CALL TO ORDER AND ANNOUNCE QUORUM IS PRESENT:** *The meeting was called to order at 6:00 P.M. by Mayor James Monks and a Quorum was announced with all present Aldermen seated at their respective places.*
2. **INVOCATION:** *Alderman Ballew*
3. **PLEDGE TO THE FLAG:** *Alderman Jones*
4. **ROLL CALL:** *Present: James Monks, Mayor, Jerry Ballew, Mayor Pro Tempore / Alderman Place I, Rhonda Jones, Alderman Place II, Marie Hertenberger, Alderman Place III, Chris Nickleberry, Alderman Place IV and Ryan Mathison, Alderman Place V*
5. **VISITORS/CITIZENS COMMENTS:** *At this time, any person with business before the Council not scheduled on the Agenda may speak to the Council for a maximum of three (3) minutes. No formal action can be taken on these items at this meeting. None*
6. **NEW BUSINESS:**
 - a. *Review and discussion of the approved 2019-2020 Fiscal Year Budget. City Administrator Prasil commented, the budget provided is the approved budget with my interpretations of the amendments made as part of the approved motion. She asked that the Aldermen review the budget and let her know if it looks correct or if there are any issues identified. She continued by explaining that the salary sheet included in the budget reflects a \$1 per hour raise per police officer, excluding Chief Philpott, and that the Administrative Assistant position for the administration office is unfunded. Alderman Mathison confirmed that his motion did include if there was funding available a \$1 per hour raise for the police officers. Alderman Ballew stated, at our September 16, 2019 Regular Meeting, we approved Agenda Item 6 B, the minutes from the August 26, 2019 Budget Workshop. He then quoted from those minutes, "the workshop continued with discussion regarding the above matters and at the end City Administrator Prasil recapped the discussion and stated the following changes would be made to the proposed budget. 1. Full time Police Secretary / Deputy Court Clerk to be located at the police department full time, an administration assistant clerk at City Hall, Animal Control Service line item to be added with the attempt to locate a contractor and if unsuccessful may employ a part time person and will be funded by deducting the \$1 per hour pay raise increase from the police officers." End of quote. He continued by stating, at that meeting one agenda item, item eight, came up which was to approve the budget, I made the motion to approve the budget as it was written, and I was again met with silence. He then stated that motion died for the lack of a second without any further discussion or comments and then a motion was made and passed to considerably change what we had all agreed to was the agreed upon budget at the budget workshop. He then asked, I want to know what kind of epiphany happened between Agenda Item 6 B and Agenda Item 8 that caused all four of you to change your mind because I want to know what I missed. Alderman Mathison replied, we can all have an agreement but there was no votes ever cast on that topic at the workshop. Alderman Ballew responded; my questions is how did all four of you all of a sudden decide that we're going to change what we had previously not only agreed to, but we put it in the minutes that we approved what we agreed to. Alderman Mathison replied, I have no idea. Alderman Ballew replied, I do, and I relinquish the floor.*

At 6:08 P.M. Open Session convened into Executive Session

7. **EXECUTIVE SESSION** – In accordance with Texas Government Code, Section 551.001, et seq., the City Council will recess into Executive Session (closed meeting) to discuss the following:
- a. § 551.071: Consultation with Attorney regarding pending or contemplated litigation re: City of Teague v. City of Fairfield.
 - b. § 551.071: Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: Facilities Agreement between the City of Teague, City of Fairfield, and Texas Department of Criminal Justice; Interlocal Definitive Agreement Between the City of Teague and the City of Fairfield; and Agreement Between the City of Teague and City of Fairfield regarding Record Retention; roles of Mayor and Aldermen.

At 7:46 P.M. Executive Session convened into Open Session

8. **RECONVENE INTO OPEN SESSION** - In accordance with Texas Government Code, Chapter 551, the City Council will reconvene into Regular Session to consider and take any necessary action on matters discussed in Executive Session.

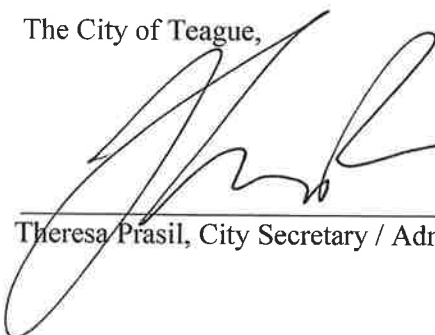
Alderman Ballew moved to attend mediation in attempt to resolve all issues with the City of Fairfield and conduct the mediation in the next 30 days with the Mayors and non-quorum of the City Council Members, with Aldermen Ballew and Mathison representing Teague's non-quorum City Council Members and Alderman Nickleberry as an alternate, seconded by Alderman Nickleberry. Motion carried 5-0.

Alderman Ballew moved to take no action on Item B, seconded by Alderman Mathison. Motion carried 5-0.


9. **ADJOURNMENT:** Mayor Monks adjourned the meeting at 7:48 P.M.

The meeting adjourned.

The City of Teague,


Theresa Prasil, City Secretary / Administrator




James Monks, Mayor

City of Teague
 Payment Listing Report
 9/1/2019 to 9/30/2019

10/16/2019 8:16 AM

| Check # | Vendor | Invoice Number | Invoice Date | Invoice Description | Invoice Amount | Payment Amount | Check Date | Payment Type |
|---------|-------------------------|------------------|--------------|---------------------------|----------------|----------------|------------|----------------|
| | LegalShield | 09.2019 | 9/10/2019 | Prepaid Legal Services | 188.40 | 188.40 | 9/27/2019 | BankDraftEChec |
| | Northland Communicati | 1184-076727 | 9/19/2019 | City Hall | 113.39 | 113.39 | 9/20/2019 | BankDraftEChec |
| | Northland Communicati | 1184-084954 | 9/19/2019 | Library | 80.99 | 80.99 | 9/20/2019 | BankDraftEChec |
| | Northland Communicati | 1184-087734 | 9/19/2019 | Fire Dept | 80.99 | 80.99 | 9/20/2019 | BankDraftEChec |
| | Northland Communicati | 1184-542826 | 9/19/2019 | Police Dept | 113.39 | 113.39 | 9/20/2019 | BankDraftEChec |
| | LegalShield | 130150 8.2019 & | 9/10/2019 | Prepaid Legal Services | 414.70 | 414.70 | 9/17/2019 | BankDraftEChec |
| | Canon Financial Service | 20562185 | 9/21/2019 | Copier Rental | 325.00 | 325.00 | 9/30/2019 | BankDraftEChec |
| | Atmos Energy | 3025090221 9.17. | 9/17/2019 | Fire Dept | 50.17 | 50.17 | 9/20/2019 | BankDraftEChec |
| | Atmos Energy | 3037343882 9.13. | 9/13/2019 | Library | 46.34 | 46.34 | 9/20/2019 | BankDraftEChec |
| | Atmos Energy | 3037344176 9.13. | 9/13/2019 | Public Works Yard | 46.86 | 46.86 | 9/20/2019 | BankDraftEChec |
| | Atmos Energy | 3037344550 9.17. | 9/17/2019 | Community Center/Over | 75.86 | 75.86 | 9/20/2019 | BankDraftEChec |
| | Atmos Energy | 3037344783 9.16. | 9/16/2019 | Public Works | 46.34 | 46.34 | 9/20/2019 | BankDraftEChec |
| | Atmos Energy | 3037344970 9.17. | 9/17/2019 | Police Dept | 50.17 | 50.17 | 9/20/2019 | BankDraftEChec |
| | Atmos Energy | 303734604 9.13.1 | 9/13/2019 | City Hall | 46.34 | 46.34 | 9/20/2019 | BankDraftEChec |
| | TXU Energy | 55502300730 | 9/7/2019 | City Electricity Bills | 13,422.21 | 13,422.21 | 9/16/2019 | BankDraftEChec |
| | City of Teague - WATER | 9.2019 | 9/30/2019 | City Water Bills | 856.27 | 856.27 | 9/30/2019 | BankDraftEChec |
| | American Fidelity Assur | D063688 | 9/19/2019 | Employee Voluntary Supp | 1,006.49 | 1,006.49 | 9/20/2019 | BankDraftEChec |
| | Fuelman | NP56851610 | 9/2/2019 | City Fuel Purchases | 477.37 | 477.37 | 9/9/2019 | BankDraftEChec |
| | Fuelman | NP56892059 | 9/9/2019 | Police Dept Fuel | 407.61 | 407.61 | 9/16/2019 | BankDraftEChec |
| | Fuelman | NP56920347 | 9/16/2019 | City Fuel Purchases | 381.95 | 381.95 | 9/20/2019 | BankDraftEChec |
| | Fuelman | NP56943892 | 9/23/2019 | City Fuel Purchases | 474.76 | 474.76 | 9/23/2019 | BankDraftEChec |
| | Texas Life Insurance Co | SS08N820190929 | 9/29/2019 | Employee Addtional Life I | 252.14 | 252.14 | 9/30/2019 | BankDraftEChec |
| 35140 | Caselle Inc | 97237 | 9/1/2019 | Contract Support & Maint | 1,373.00 | 1,373.00 | 9/6/2019 | Check |
| 35165 | Utilize IT Inc | 46998 | 9/1/2019 | Contract for IT Septembe | 1,730.00 | 1,730.00 | 9/6/2019 | Check |
| 35170 | Angela Laxton | 245314 | 9/8/2019 | Water Billing Refund | 211.14 | 211.14 | 9/17/2019 | Check |

City of Teague
 Payment Listing Report
 9/1/2019 to 9/30/2019

10/16/2019 8:16 AM

| Check # | Vendor | Invoice Number | Invoice Date | Invoice Description | Invoice Amount | Payment Amount | Check Date | Payment Type |
|---------|-------------------------|----------------|--------------|-----------------------------|----------------|----------------|------------|--------------|
| 35171 | Carroll Lumber | 133952 | 9/4/2019 | Scarete 42 per pallet | 39.92 | 39.92 | 9/17/2019 | Check |
| 35171 | Carroll Lumber | 133975 | 9/5/2019 | Sacrete 42 per pallet | 19.96 | 19.96 | 9/17/2019 | Check |
| 35173 | Chadus Garage | 569777 | 9/14/2019 | Unit #8:Flat tire fixed | 12.00 | 12.00 | 9/17/2019 | Check |
| 35178 | J & H Electric | 719 | 9/11/2019 | Electrical Wiring Conduit i | 155.31 | 155.31 | 9/17/2019 | Check |
| 35180 | Lott Physical Therapy & | 2514961 | 9/12/2019 | Drug Test for Rushing and | 138.00 | 138.00 | 9/17/2019 | Check |
| 35181 | Messer Fort & McDonald | 10425 | 9/12/2019 | Legal Matters | 1,821.55 | 1,821.55 | 9/17/2019 | Check |
| 35181 | Messer Fort & McDonald | 10427 | 9/12/2019 | TDCJ Legal Matters | 9,813.55 | 9,813.55 | 9/17/2019 | Check |
| 35185 | Tom Hanrahan | 9.7.19 | 9/7/2019 | Community Center Depos | 150.00 | 150.00 | 9/17/2019 | Check |
| 35186 | TransUnion Risk and Alt | 8.2019 | 9/1/2019 | 08/01/2019-08/31/2019 | 50.00 | 50.00 | 9/17/2019 | Check |
| 35187 | UniFirst Holdings Inc | 844 0869556 | 9/3/2019 | Uniforms | 166.88 | 166.88 | 9/17/2019 | Check |
| 35187 | UniFirst Holdings Inc | 844 0870453 | 9/10/2019 | Uniforms | 166.88 | 166.88 | 9/17/2019 | Check |
| 35188 | Utilize IT Inc | 47033 | 9/6/2019 | Identified video, downloa | 237.50 | 237.50 | 9/17/2019 | Check |
| 35190 | Daniela Garcia | 2512.20 | 9/17/2019 | Utility Deposit Refund | 37.73 | 37.73 | 9/19/2019 | Check |
| 35191 | EDC | 9.2019 | 9/13/2019 | 25% Sales Tax | 11,406.85 | 11,406.85 | 9/19/2019 | Check |
| 35192 | Freestone Chrysler Jeep | 60017818/1 | 9/3/2019 | 2016 Ford Explorer Not c | 361.26 | 361.26 | 9/19/2019 | Check |
| 35193 | Shelly Wells | 604.12 | 9/13/2019 | Utility Deposit Refund | 16.27 | 16.27 | 9/19/2019 | Check |
| 35194 | TML Health | 2019-10 | 9/19/2019 | Employee Insurance | 11,373.71 | 11,373.71 | 9/19/2019 | Check |
| 35195 | UNITED STATES POSTAL | 8.2019.2 | 9/19/2019 | Corrected Utility Bills 07/ | 65.24 | 65.24 | 9/19/2019 | Check |
| 35196 | Alma Rivera | 09.2019 | 9/14/2019 | Community Center Depos | 150.00 | 150.00 | 9/24/2019 | Check |
| 35198 | Bassco Sevices Inc | 52633 | 9/10/2019 | Tank Inspection at Airport | 1,000.00 | 1,000.00 | 9/24/2019 | Check |
| 35199 | Bio Chem Lab Inc. | 14651-0819 | 9/9/2019 | August 2019 Analysis | 796.00 | 796.00 | 9/24/2019 | Check |
| 35200 | Carroll Lumber | 134075 | 9/12/2019 | Cap PVC | 1.99 | 1.99 | 9/24/2019 | Check |
| 35200 | Carroll Lumber | 134076 | 9/12/2019 | Boiler Drain, Nipple Galva | 15.97 | 15.97 | 9/24/2019 | Check |
| 35200 | Carroll Lumber | 134148 | 9/18/2019 | Nuts, Bolts, & Washers | 5.85 | 5.85 | 9/24/2019 | Check |
| 35201 | Certified Laboratories | 3684291 | 9/15/2019 | BioAmp I Program | 705.00 | 705.00 | 9/24/2019 | Check |

City of Teague
 Payment Listing Report
 9/1/2019 to 9/30/2019

10/16/2019 8:16 AM

| Check # | Vendor | Invoice Number | Invoice Date | Invoice Description | Invoice Amount | Payment Amount | Check Date | Payment Type |
|---------|-------------------------|----------------|--------------|---------------------------|----------------|----------------|------------|--------------|
| 35202 | City of Mexia | 9.2019 | 9/23/2019 | TML Region 9 Quarterly M | 80.00 | 80.00 | 9/24/2019 | Check |
| 35203 | Custom Hose & Supply | F98514 | 9/20/2019 | 3/4" Hose X 3/4" JIC Mal | 35.77 | 35.77 | 9/24/2019 | Check |
| 35204 | Datamax Inc. | 1460123 | 9/17/2019 | Contract base rate charge | 240.31 | 240.31 | 9/24/2019 | Check |
| 35205 | DPC Industries Inc | 767004538-19 | 9/5/2019 | 2X Chlorine and Harzardo | 227.30 | 227.30 | 9/24/2019 | Check |
| 35205 | DPC Industries Inc | 767004539-19 | 9/5/2019 | 2X Chlorine and Harzardo | 227.30 | 227.30 | 9/24/2019 | Check |
| 35206 | Embroidery and Design | 230392 | 9/20/2019 | 89X Logo Custom Embroi | 851.06 | 851.06 | 9/24/2019 | Check |
| 35208 | Jackson's True Value | 149514 | 9/16/2019 | Stihl Chains | 70.97 | 70.97 | 9/24/2019 | Check |
| 35209 | Jerusalem Baptist Churc | 9.15.19 | 9/15/2019 | Community Center Depos | 150.00 | 150.00 | 9/24/2019 | Check |
| 35210 | Johnson Lab & Supply I | 225080-001 | 9/12/2019 | 3/4 Black PE SDR9 Tube | 150.00 | 150.00 | 9/24/2019 | Check |
| 35211 | Metro Sanitation Inc | 09112019 | 9/11/2019 | Extra Roll Offs 08/09/19 | 543.10 | 543.10 | 9/24/2019 | Check |
| 35212 | Mid-East TX Groundwat | 2019-93 | 9/12/2019 | 2019 Production Fee (Bas | 5,324.48 | 5,324.48 | 9/24/2019 | Check |
| 35213 | National Construction R | 5494378 | 9/11/2019 | PO#11222 6FT Temporar | 1,641.36 | 1,641.36 | 9/24/2019 | Check |
| 35214 | ProSource Specialties | 36109CC | 9/18/2019 | 200X Lanyards & S&H | 543.45 | 543.45 | 9/24/2019 | Check |
| 35215 | Teague Auto Parts | 20QF2313 | 9/10/2019 | Stop and Tail, Butt Conn, | 29.02 | 29.02 | 9/24/2019 | Check |
| 35215 | Teague Auto Parts | 20QG0902 | 9/19/2019 | Stop and Tail | 16.13 | 16.13 | 9/24/2019 | Check |
| 35217 | TRC Lockbox | 63581 | 9/12/2019 | PO#11224 CIP Cost Esti | 3,990.00 | 3,990.00 | 9/24/2019 | Check |
| 35218 | UniFirst Holdings Inc | 844 0871342 | 9/17/2019 | Uniforms | 148.57 | 148.57 | 9/24/2019 | Check |
| 35219 | USA Blue Book | 002973 | 9/9/2019 | 3' X 4' Long Rule | 27.79 | 27.79 | 9/24/2019 | Check |
| 35219 | USA Blue Book | 004386 | 9/10/2019 | V-Guard 500 Vented W/F | 21.85 | 21.85 | 9/24/2019 | Check |
| 35219 | USA Blue Book | 997442 | 9/3/2019 | Eyewash Bottles, Boots, | 297.38 | 297.38 | 9/24/2019 | Check |
| 35220 | Utilize IT Inc | 47051 | 9/13/2019 | Run a New Ethernet Cabl | 190.00 | 190.00 | 9/24/2019 | Check |
| 35221 | Wheeler, Mike | 935014 | 9/15/2019 | Annual Backflow Prevente | 240.24 | 240.24 | 9/24/2019 | Check |
| 35222 | Williams, Chad | 09242019 | 9/24/2019 | Contract Mowing | 7,448.33 | 7,448.33 | 9/24/2019 | Check |
| 35225 | Red Hat Rentals | 092019 | 9/25/2019 | NNO Cotton Candy Machi | 116.28 | 116.28 | 9/25/2019 | Check |
| 35226 | Small Town Tees | 9.2019 | 9/25/2019 | NNO T shirts | 1,300.00 | 1,300.00 | 9/25/2019 | Check |

City of Teague
 Payment Listing Report
 9/1/2019 to 9/30/2019

10/16/2019 8:16 AM

| Check # | Vendor | Invoice Number | Invoice Date | Invoice Description | Invoice Amount | Payment Amount | Check Date | Payment Type |
|---------|-------------------------|----------------|--------------|----------------------------|-------------------|-------------------|------------|--------------|
| 35227 | AT&T | 7676100503 | 9/5/2019 | PD Collaborate Bill 8.201 | 545.82 | 545.82 | 9/27/2019 | Check |
| 35229 | UNITED STATES POSTAL | 9.2019 | 9/27/2019 | Postage Utility Bills | 446.88 | 446.88 | 9/27/2019 | Check |
| 35230 | Point Enterprise W.S.C. | 09.2019 | 9/25/2019 | Water Bill For Airport 8/2 | 40.15 | 40.15 | 9/27/2019 | Check |
| 35231 | Seth Bearden | 1130 | 9/27/2019 | PO#11225 Concrete Slab | 14,000.00 | 14,000.00 | 9/27/2019 | Check |
| 35234 | Alert-All Corp. | 219090416 | 9/9/2019 | PO#11102 Tattoos, Glow | 1,744.50 | 1,744.50 | 9/30/2019 | Check |
| 35235 | Brookshire Brothers | 9.30.19 | 9/30/2019 | NNO Food and Supplies | 177.44 | 177.44 | 9/30/2019 | Check |
| 35236 | Evita Villanueva | 47117 | 9/30/2019 | Utility Deposit Refund | 84.33 | 84.33 | 9/30/2019 | Check |
| 35237 | Kathy S Moore & Oliver | 246402 | 9/30/2019 | Utility Deposit Refund | 35.12 | 35.12 | 9/30/2019 | Check |
| 35238 | LC Cameron | 136701 | 9/30/2019 | Utility Bill Credit | 0.98 | 0.98 | 9/30/2019 | Check |
| 35239 | MES - Texas | SO1305743 | 9/30/2019 | PO#11226 SCBAs | 18,490.56 | 18,490.56 | 9/30/2019 | Check |
| 35240 | Paul Burnham | 138414 | 9/28/2019 | Utility Deposit Refund | 58.09 | 58.09 | 9/30/2019 | Check |
| 35242 | Walmart | 100 | 9/30/2019 | NNO Cupcakes for Cupca | 57.60 | 57.60 | 9/30/2019 | Check |
| Total | | | | | <u>120,571.46</u> | <u>120,571.46</u> | | |

Positive Pay Report

10/16/2019 8:22:41 AM

| Check Date | Check Number | Payee | Check Amount |
|----------------------------|--------------------------------------|------------------------------|--------------|
| Positive Pay Report | Pay Run 9/11/2019 - 9/14/2019 | Check Date: 9/27/2019 | |
| 9/27/2019 | DD100292 | Douglas F Allen | 1286.55 |
| 9/27/2019 | DD100311 | Rogelio Vasquez | 847.94 |
| 9/27/2019 | DD100310 | Donald Thomas | 650.8 |
| 9/27/2019 | DD100309 | Melissa L Satterwhite | 79.79 |
| 9/27/2019 | DD100308 | Jordan Rushing | 662.93 |
| 9/27/2019 | DD100307 | Robert Rernaley | 1249.8 |
| 9/27/2019 | DD100306 | Theresa E Prasil | 2569.29 |
| 9/27/2019 | DD100305 | Darcy D Philpott | 1674.06 |
| 9/27/2019 | DD100304 | Helen H Marek | 439.17 |
| 9/27/2019 | DD100303 | Sydney A Long | 1011.29 |
| 9/27/2019 | DD100302 | Danielle Lee-Winston | 1013.48 |
| 9/27/2019 | DD100301 | David Keale | 1215.68 |
| 9/27/2019 | DD100300 | Beverly K Johnson | 591.35 |
| 9/27/2019 | DD100299 | Miguel D Hutchison | 950.04 |
| 9/27/2019 | DD100298 | Robert Garcia | 1104.83 |
| 9/27/2019 | 35223 | Waylen G Crossley | 1056.01 |
| 9/27/2019 | DD100297 | Jacob Cowling | 1659.58 |
| 9/27/2019 | DD100296 | Christopher Condren | 1315.29 |
| 9/27/2019 | DD100295 | John F Clifton II | 1408.91 |
| 9/27/2019 | DD100294 | Mark A Clark | 1148.46 |
| 9/27/2019 | DD100293 | Sandy Ashford | 706.28 |
| 9/27/2019 | 35224 | Norris Warren | 780.47 |
| 9/27/2019 | DD100312 | Anna D Willis | 801.35 |

Positive Pay Report

10/16/2019 8:22:08 AM

| Check Date | Check Number | Payee | Check Amount |
|----------------------------|--------------------------------------|------------------------------|--------------|
| Positive Pay Report | Pay Run 8/28/2019 - 9/10/2019 | Check Date: 9/13/2019 | |
| 9/13/2019 | DD100228 | Douglas F Allen | 863.31 |
| 9/13/2019 | 35168 | Norris Warren | 694.61 |
| 9/13/2019 | DD100247 | Rogelio Vasquez | 848.79 |
| 9/13/2019 | DD100246 | Donald Thomas | 655.08 |
| 9/13/2019 | DD100245 | Melissa L Satterwhite | 98.85 |
| 9/13/2019 | DD100244 | Jordan Rushing | 111.71 |
| 9/13/2019 | DD100243 | Robert Remaley | 1303.85 |
| 9/13/2019 | DD100242 | Theresa E Prasil | 2569.29 |
| 9/13/2019 | DD100241 | Darcy D Philpott | 1674.06 |
| 9/13/2019 | DD100240 | Helen H Marek | 463.38 |
| 9/13/2019 | DD100239 | Sydney A Long | 1330.32 |
| 9/13/2019 | DD100237 | David Keale | 1349.22 |
| 9/13/2019 | DD100236 | Beverly K Johnson | 517.97 |
| 9/13/2019 | DD100235 | Miguel D Hutchison | 1045.01 |
| 9/13/2019 | DD100234 | Robert Garcia | 1198.22 |
| 9/13/2019 | 35167 | Waylen G Crossley | 1056.54 |
| 9/13/2019 | DD100233 | Jacob Cowling | 1659.58 |
| 9/13/2019 | DD100232 | Christopher Condren | 1345.89 |
| 9/13/2019 | DD100231 | John F Clifton II | 1507.39 |
| 9/13/2019 | DD100230 | Mark A Clark | 1148.46 |
| 9/13/2019 | DD100229 | Sandy Ashford | 887.41 |
| 9/13/2019 | DD100238 | Danielle Lee-Winston | 1178.74 |
| 9/13/2019 | DD100248 | Anna D Willis | 749.51 |

City of Teague
 Consolidated Cash Report
 9/1/2019 to 9/30/2019

10/16/2019 6:27 PM

| Account # | Fund Description | Account Description | Beginning Balance | Increase | Decrease | Current Balance |
|--------------------------------|-------------------------|--------------------------|---------------------|---------------------|---------------------|---------------------|
| Consolidated Cash Equity | | | | | | |
| 01-1000 | COMBINED CASH FUND | Consolidated Cash Equity | 22,525.10 | 275,912.14 | 298,437.24 | 0.00 |
| 02-1000 | PAYABLE ALLOCATION FUND | Consolidated Cash Equity | 15,536.91 | 337,250.71 | 352,787.62 | 0.00 |
| 03-1000 | GENERAL FUND | Consolidated Cash Equity | 161,880.02 | 667,499.56 | 455,351.47 | 374,028.11 |
| 03-1049 | GENERAL FUND | Utility Cash Clearing | 0.00 | 0.00 | 0.00 | 0.00 |
| 04-1000 | TDHCA Home Program | Cash in Combined Fund | 0.00 | 0.00 | 0.00 | 0.00 |
| 05-1000 | UTILITY FUND | Consolidated Cash Equity | 869,949.58 | 816,302.30 | 349,010.79 | 1,337,241.09 |
| 05-1049 | UTILITY FUND | Utility Cash Clearing | 0.00 | 0.00 | 0.00 | 0.00 |
| 06-1000 | AIRPORT FUND | Cash in Combined Fund | 0.00 | 0.00 | 0.00 | 0.00 |
| 07-1000 | COURT'S SPECIAL FUNDS | Consolidated Cash Equity | 1,004.02 | 773.87 | 500.00 | 1,277.89 |
| 07-1049 | COURT'S SPECIAL FUNDS | Utility Cash Clearing | 0.00 | 0.00 | 0.00 | 0.00 |
| 08-1000 | Police Forfeiture Fund | Cash Combined Fund | 0.00 | 0.00 | 0.00 | 0.00 |
| 09-1000 | ORCA Block Grant/USDA | Cash in Combined Fund | 0.00 | 0.00 | 0.00 | 0.00 |
| 10-1000 | Interest & Sinking Fund | Consolidated Cash Equity | 1,957.95 | 2,819.15 | 575.38 | 4,201.72 |
| 11-1000 | Project Hwy 84 Fund | Cash in Combined Fund | 0.00 | 0.00 | 0.00 | 0.00 |
| 12-1000 | New Highway 84 Fund | Cash in Combined Fund | 0.00 | 0.00 | 0.00 | 0.00 |
| 13-1000 | War on Drug Fund | Combined Cash | 0.00 | 0.00 | 0.00 | 0.00 |
| 14-1000 | CHRISTMAS IN THE PARKS | Consolidated Cash Equity | 1,409.78 | 2,192.00 | 0.00 | 3,601.78 |
| 14-1049 | CHRISTMAS IN THE PARKS | Utility Cash Clearing | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Consolidated Cash Equity | | | <u>1,074,263.36</u> | <u>2,102,749.73</u> | <u>1,456,662.50</u> | <u>1,720,350.59</u> |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|--------------------------------|----------------|-----------------------------------|-----------------------|--------------------|
| 01 - COMBINED CASH FUND | | | | |
| Assets | | | | |
| | 01-1110 | TexPool Enterprise Account | 1,410,928.70 | |
| | 01-1217 | CSB CD #63 | 109,854.78 | |
| | 01-1218 | CSB CD #03 | 100,000.00 | |
| | 01-1219 | CSB Enterprise Account | 439,430.35 | |
| | 01-1999 | Old Cash Allocated To Other Funds | <u>(2,077,647.19)</u> | |
| | Total Assets | | <u>(17,433.36)</u> | <u>(17,433.36)</u> |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|--------------------------------|----------------------------------|----------------------------------|-------------|-------------|
| 01 - COMBINED CASH FUND | | | | |
| Liabilities | | | | |
| | 01-2490 | Due to General Fund | 10,259.82 | |
| | Total Liabilities | | 10,259.82 | |
| | | Total Revenue | 0.00 | |
| | | Total Expenses | 0.00 | |
| | | Current Year Increase (Decrease) | (27,693.18) | |
| | | Fund Balance Total | 0.00 | |
| | | Current Year Increase (Decrease) | (27,693.18) | |
| | | Total Fund Balance/Equity | (27,693.18) | |
| | Total Liabilities & Fund Balance | | | (17,433.36) |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|-------------------------------------|----------------|------------------------|------------------|------------------|
| 02 - PAYABLE ALLOCATION FUND | | | | |
| Assets | | | | |
| | 02-1999 | Old Cash Combined Fund | <u>12,750.63</u> | |
| | Total Assets | | <u>12,750.63</u> | <u>12,750.63</u> |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|-------------------------------------|----------------|----------------------------------|-----------|-----------|
| 02 - PAYABLE ALLOCATION FUND | | | | |
| | | Total Revenue | 0.00 | |
| | | Total Expenses | 0.00 | |
| | | Current Year Increase (Decrease) | 12,750.63 | |
| | | Fund Balance Total | 0.00 | |
| | | Current Year Increase (Decrease) | 12,750.63 | |
| | | Total Fund Balance/Equity | 12,750.63 | |
| | | Total Liabilities & Fund Balance | | 12,750.63 |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|--------------------------|----------------|--|---------------------|---------------------|
| 03 - GENERAL FUND | | | | |
| Assets | | | | |
| | 03-1000 | Consolidated Cash Equity | 374,028.11 | |
| | 03-1249 | Due from Combined Cash Fund | 4,822.06 | |
| | 03-1256 | Franchise Fees & Other Receivables | 15,109.90 | |
| | 03-1257 | A/R Sales Tax Receivable | 42,057.00 | |
| | 03-1258 | Taxes Receivable-Prop Taxes | 150,039.00 | |
| | 03-1259 | Allowance for Doubtful Account | 2,335.80 | |
| | 03-1262 | Capital Assets | 123,303.06 | |
| | 03-1263 | Fire Truck 2018 | 471,142.00 | |
| | 03-1264 | PY Capital Assets Land | 107,452.00 | |
| | 03-1265 | PY Capital Assets Infrastructure | 445,126.00 | |
| | 03-1266 | PY Capital Assets Buildings & Improvements | 277,014.00 | |
| | 03-1267 | PY Capital Assets Equipment | 1,365,555.00 | |
| | 03-1268 | PY Capital Assets Vehicles | 1,160,783.00 | |
| | 03-1270 | Accumulated Depreciation | (2,852,758.00) | |
| | 03-1999 | Old Cash in Combined Fund | (12,750.63) | |
| | Total Assets | | <u>1,673,258.30</u> | <u>1,673,258.30</u> |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|--------------------------|-------------------|---------------------------------------|-------------------|-------|
| 03 - GENERAL FUND | | | | |
| Liabilities | | | | |
| | 03-2010 | Accounts Payable | (9,652.33) | |
| | 03-2020 | Fire Truck Loan 2018 | 430,872.00 | |
| | 03-2050 | Deferred Revenue | 151,288.95 | |
| | 03-2051 | Deferred Outflows of Resouces | 23,810.00 | |
| | 03-2052 | Deferred Inflows of Resouces | 217,967.00 | |
| | 03-2053 | Net Pensions Liability / Asset | (46,341.00) | |
| | 03-2054 | OPEB Liability | 71,090.00 | |
| | 03-2100 | Accrued Payroll | 14,679.59 | |
| | 03-2105 | Federal Withholding | 6,337.52 | |
| | 03-2110 | FICA Payable | 11,106.71 | |
| | 03-2120 | TMRS Payable | 24,037.51 | |
| | 03-2135 | Dependent Insurance | 23,838.89 | |
| | 03-2136 | Employee Insurance | 141,957.93 | |
| | 03-2140 | Supplemental Ins. Payable | 38,357.31 | |
| | 03-2142 | Voluntary Supplemental Ins. | (175,511.87) | |
| | 03-2146 | Pre-Paid Legal Services | 242.65 | |
| | 03-2147 | Texas Life Insurance Payable | 627.97 | |
| | 03-2150 | Federal P/R Taxes Payable | 12,519.66 | |
| | 03-2201 | Accrued Vacation & Sick Payable | 47,424.00 | |
| | 03-2438 | OmniBase FTA Fee - Omnibase | 18.00 | |
| | 03-2439 | OmniBase/FTA Fee | 251.96 | |
| | 03-2440 | State Fee | 1,013.60 | |
| | 03-2443 | State Traffic Fee | 330.64 | |
| | 03-2453 | Collections Agency Fee | 766.80 | |
| | 03-2454 | Juror Reimbursement Fee | 93.89 | |
| | 03-2455 | Indigent Defense Fund | 46.93 | |
| | 03-2456 | Moving Violation Fee | 1.05 | |
| | 03-2464 | Judicial Support Fee | 140.83 | |
| | 03-2465 | Truancy Prevention and Diversion Fund | 52.14 | |
| | 03-2491 | Due to Enterprise | (39,607.46) | |
| | Total Liabilities | | <u>947,760.87</u> | |
| Fund Balance | | | | |
| | 03-2900 | Unreserved Fund Balance | 725,233.72 | |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|--------------------------|----------------------------------|----------------------------------|---------------------|----------------------------|
| 03 - GENERAL FUND | | | | |
| Fund Balance | | | | |
| | 03-2950 | Pool Project | (13,947.55) | |
| | Total Fund Balance | | <u>711,286.17</u> | |
| | | Total Revenue | 2,080,818.49 | |
| | | Total Expenses | <u>2,066,480.08</u> | |
| | | Current Year Increase (Decrease) | 14,211.26 | |
| | | Fund Balance Total | 711,286.17 | |
| | | Current Year Increase (Decrease) | <u>14,211.26</u> | |
| | | Total Fund Balance/Equity | <u>725,497.43</u> | |
| | Total Liabilities & Fund Balance | | | <u><u>1,673,258.30</u></u> |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|--------------------------|----------------|--------------------------------|----------------|-------|
| 05 - UTILITY FUND | | | | |
| Assets | | | | |
| | 05-1000 | Consolidated Cash Equity | 1,337,241.09 | |
| | 05-1020 | Cash-Citizens State Bank | 535,631.17 | |
| | 05-1100 | Investments- Texpool | 1,378,683.28 | |
| | 05-1200 | Accounts Receivable | 1,606.20 | |
| | 05-1206 | Allow for Doubtful Accts | (59,065.23) | |
| | 05-1215 | Restricted Cash | 109,699.25 | |
| | 05-1258 | Due from General Fund | 7,117.62 | |
| | 05-1497 | Prepaid Insurance | 11,842.00 | |
| | 05-1580 | Land Water | 39,965.00 | |
| | 05-1581 | Land Sewer | 30,509.83 | |
| | 05-1582 | Water & Sewer System | 3,926,943.51 | |
| | 05-1583 | Machinery & Equipment | 576,842.13 | |
| | 05-1584 | Autos & Trucks | 55,538.50 | |
| | 05-1601 | TDJC Construction Project | 1,429,519.31 | |
| | 05-1602 | Water System - 1989 | 243,160.00 | |
| | 05-1603 | Sewer System - 1990 | 404,999.00 | |
| | 05-1604 | Water Grant - 1992 | 291,370.58 | |
| | 05-1605 | Water Reservoir 300,000 Gal | 135,574.02 | |
| | 05-1606 | Capitalized Items 93-94 | 28,613.79 | |
| | 05-1607 | 1/2 Leased Computer System | 10,476.00 | |
| | 05-1608 | 1995 Capital Item | 214,290.95 | |
| | 05-1609 | 1995 Completed Grant | 240,605.00 | |
| | 05-1610 | Allowance for Depr | (6,619,504.00) | |
| | 05-1611 | 95/96 93 Bond Cap Exp | 115,097.62 | |
| | 05-1612 | Tractor & Backhoe | 39,345.00 | |
| | 05-1613 | Sewer Machine | 7,900.00 | |
| | 05-1614 | 2002 Chev Pickup | 19,600.00 | |
| | 05-1615 | TCDP Grant in Process | 579,776.42 | |
| | 05-1616 | 1994 Pickup | 8,415.00 | |
| | 05-1617 | 2002 Chevrolet Pickup | 84,142.08 | |
| | 05-1618 | 2/3 of 2002 Truck | 12,584.66 | |
| | 05-1619 | 2002 Line Costs | 41,541.28 | |
| | 05-1620 | Grant #721781 | 302.53 | |
| | 05-1621 | Ground Storage Tank | 231,100.00 | |
| | 05-1622 | Dump Truck | 39,105.00 | |
| | 05-1623 | Water Tower Rebuilding Project | 173,257.41 | |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|--------------------------|----------------|---------------------------|---------------------|---------------------|
| 05 - UTILITY FUND | | | | |
| Assets | | | | |
| | 05-1625 | Jet Machine | 38,000.00 | |
| | 05-1626 | 2 - 2005 Chevy Pickups | 22,645.38 | |
| | 05-1627 | 2014 Chevy Silverado | 30,266.12 | |
| | 05-1628 | Scada Water Systems | 55,000.00 | |
| | 05-1629 | Capital Assets Generators | 111,862.24 | |
| | 05-1999 | Old Cash in Combined Fund | 92,660.96 | |
| | Total Assets | | <u>6,034,260.70</u> | <u>6,034,260.70</u> |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|--------------------------|---------------------------|---------------------------------|---------------------|-------|
| 05 - UTILITY FUND | | | | |
| Liabilities | | | | |
| | 05-2010 | Accounts Payable | 132,001.64 | |
| | 05-2020 | Accrued Utility Deposits | 78,991.71 | |
| | 05-2051 | Deferred Outflows of Resouces | 9,155.00 | |
| | 05-2052 | Deferred Inflows of Resouces | 107,357.00 | |
| | 05-2053 | Net Pensions Liability / Asset | (22,825.00) | |
| | 05-2054 | OPEB Liability | 35,014.00 | |
| | 05-2100 | Accrued Payroll | 19,210.19 | |
| | 05-2105 | Federal Withholding | 5,104.12 | |
| | 05-2110 | FICA Payable | 11,451.99 | |
| | 05-2120 | TMRS Payable | 8,827.37 | |
| | 05-2136 | Employee Insurance | 89,562.13 | |
| | 05-2140 | Supplemental Ins. Payable | 25,179.41 | |
| | 05-2142 | Voluntary Supplemental Ins. | (117,285.55) | |
| | 05-2146 | Pre-Paid Legal Services | 342.83 | |
| | 05-2147 | Texas Life Insurance Payable | 261.78 | |
| | 05-2150 | Federal P/R Taxes Payable | (3,175.91) | |
| | 05-2201 | Accrued Vacation & Sick Payable | 6,007.00 | |
| | 05-2260 | Accrued Interest Payable | 18,789.00 | |
| | 05-2521 | 2009A Certificates of Oblig | 430,000.00 | |
| | 05-2522 | 2009B Cert of Obligation | 374,000.00 | |
| | 05-2525 | 2005 Series Bonds | 320,000.00 | |
| | Total Liabilities | | 1,527,968.71 | |
| Fund Balance | | | | |
| | 05-2900 | Retained Earnings | 4,028,755.57 | |
| | 05-2912 | Capital Contributed Capital | 390,631.19 | |
| | Total Fund Balance | | 4,419,386.76 | |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|--------------------------|----------------|----------------------------------|---------------------|----------------------------|
| 05 - UTILITY FUND | | | | |
| | | Total Revenue | 1,781,043.23 | |
| | | Total Expenses | <u>1,709,401.47</u> | |
| | | Current Year Increase (Decrease) | 86,905.23 | |
| | | Fund Balance Total | 4,419,386.76 | |
| | | Current Year Increase (Decrease) | <u>86,905.23</u> | |
| | | Total Fund Balance/Equity | <u>4,506,291.99</u> | |
| | | Total Liabilities & Fund Balance | | <u><u>6,034,260.70</u></u> |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|-----------------------------------|----------------|--------------------------|----------|----------|
| 07 - COURT'S SPECIAL FUNDS | | | | |
| Assets | | | | |
| | 07-1000 | Consolidated Cash Equity | 1,277.89 | |
| | Total Assets | | 1,277.89 | |
| | | | | 1,277.89 |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|-----------------------------------|----------------------------------|----------------------------------|-------------------|------------------------|
| 07 - COURT'S SPECIAL FUNDS | | | | |
| Fund Balance | | | | |
| | 07-2900 | Unreserved Fund Balance | 5,184.26 | |
| | 07-2910 | Assigned Fund Balance | 2,096.08 | |
| | 07-2920 | Deferred Revenue | 591.00 | |
| | Total Fund Balance | | <u>7,871.34</u> | |
| | | Total Revenue | 3,965.67 | |
| | | Total Expenses | <u>10,489.74</u> | |
| | | Current Year Increase (Decrease) | (6,593.45) | |
| | | Fund Balance Total | 7,871.34 | |
| | | Current Year Increase (Decrease) | <u>(6,593.45)</u> | |
| | | Total Fund Balance/Equity | <u>1,277.89</u> | |
| | Total Liabilities & Fund Balance | | | <u><u>1,277.89</u></u> |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|------------------------------------|----------------|-----------------------------|---------------|---------------|
| 08 - Police Forfeiture Fund | | | | |
| Assets | | | | |
| | 08-1012 | Cash Police Forfeiture Fund | 100.57 | |
| | Total Assets | | <u>100.57</u> | <u>100.57</u> |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|------------------------------------|----------------------------------|----------------------------------|-----------------|---------------|
| 08 - Police Forfeiture Fund | | | | |
| Fund Balance | | | | |
| | 08-2900 | Unreserved Fund Balance | 673.67 | |
| | Total Fund Balance | | <u>673.67</u> | |
| | | Total Revenue | 0.00 | |
| | | Total Expenses | <u>0.00</u> | |
| | | Current Year Increase (Decrease) | (573.10) | |
| | | Fund Balance Total | 673.67 | |
| | | Current Year Increase (Decrease) | <u>(573.10)</u> | |
| | | Total Fund Balance/Equity | <u>100.57</u> | |
| | Total Liabilities & Fund Balance | | | <u>100.57</u> |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|---|----------------|-----------------------------|------------------|------------------|
| 10 - Interest & Sinking Fund | | | | |
| Assets | | | | |
| | 10-1000 | Consolidated Cash Equity | 4,201.72 | |
| | 10-1258 | Taxes Receivable-Prop Taxes | <u>32,935.00</u> | |
| | Total Assets | | <u>37,136.72</u> | <u>37,136.72</u> |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|---|----------------|----------------------------------|-------------------|-------------------------|
| 10 - Interest & Sinking Fund | | | | |
| Fund Balance | | | | |
| | 10-2900 | Unreserved Fund Balance | 34,698.54 | |
| | 10-2920 | Deferred Revenue | 2,453.82 | |
| | | Total Fund Balance | <u>37,152.36</u> | |
| | | Total Revenue | 165,737.00 | |
| | | Total Expenses | <u>165,737.25</u> | |
| | | Current Year Increase (Decrease) | (15.64) | |
| | | Fund Balance Total | 37,152.36 | |
| | | Current Year Increase (Decrease) | <u>(15.64)</u> | |
| | | Total Fund Balance/Equity | <u>37,136.72</u> | |
| | | Total Liabilities & Fund Balance | | <u><u>37,136.72</u></u> |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|------------------------------------|----------------|--------------------------|-----------------|-----------------|
| 14 - CHRISTMAS IN THE PARKS | | | | |
| Assets | | | | |
| | 14-1000 | Consolidated Cash Equity | <u>3,601.78</u> | |
| | Total Assets | | <u>3,601.78</u> | <u>3,601.78</u> |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|------------------------------------|----------------|----------------------------------|-----------------|------------------------|
| 14 - CHRISTMAS IN THE PARKS | | | | |
| | | Total Revenue | 5,533.67 | |
| | | Total Expenses | <u>1,822.89</u> | |
| | | Current Year Increase (Decrease) | 3,601.78 | |
| | | Fund Balance Total | 0.00 | |
| | | Current Year Increase (Decrease) | <u>3,601.78</u> | |
| | | Total Fund Balance/Equity | <u>3,601.78</u> | |
| | | Total Liabilities & Fund Balance | | <u><u>3,601.78</u></u> |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|-------------------------------|----------------|-----------------------|---------------------|---------------------|
| 99 - Consolidated Cash | | | | |
| Assets | | | | |
| | 99-1000 | Cash in Combined Fund | 1,720,350.59 | |
| | 99-1250 | Due From Utility Fund | 13,555.92 | |
| | 99-1258 | Due from General Fund | 20,333.86 | |
| | Total Assets | | <u>1,754,240.37</u> | <u>1,754,240.37</u> |

City of Teague
 Balance Sheet
 As of September 30, 2019

10/16/2019 6:24 PM

| Account Type | Account Number | Description | Balance | Total |
|-------------------------------|----------------------------------|----------------------------------|---------------------|----------------------------|
| 99 - Consolidated Cash | | | | |
| Liabilities | | | | |
| | 99-2100 | Accrued Payroll | 33,889.78 | |
| | 99-2999 | Due to Other Funds | 1,720,350.59 | |
| | Total Liabilities | | <u>1,754,240.37</u> | |
| | | Total Revenue | 0.00 | |
| | | Total Expenses | <u>0.00</u> | |
| | | Current Year Increase (Decrease) | 0.00 | |
| | | Fund Balance Total | 0.00 | |
| | | Current Year Increase (Decrease) | <u>0.00</u> | |
| | | Total Fund Balance/Equity | <u>0.00</u> | |
| | Total Liabilities & Fund Balance | | | <u><u>1,754,240.37</u></u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|---------------------------|-------------------------|-------------------------|---------------------|---------------------|---------------------|-----------------|---------------------|
| Revenue Summary | | | | | | | |
| TAXES | 200,245.65 | 110,733.15 | 89,512.50 | 1,540,528.05 | 1,328,800.00 | 115.93% | (211,728.05) |
| MISCELLANEOUS REVENUE | 15,599.87 | 11,516.74 | 4,083.13 | 134,824.91 | 138,200.00 | 97.56% | 3,375.09 |
| CONTRIBUTIONS & TRANSFERS | 160,223.14 | 29,988.74 | 130,234.40 | 173,018.83 | 359,864.00 | 48.08% | 186,845.17 |
| LICENSES & PERMITS | 5,286.68 | 2,358.37 | 2,928.31 | 36,511.80 | 28,300.00 | 129.02% | (8,211.80) |
| FINES & FORFEITURES | 10,135.61 | 6,141.63 | 3,993.98 | 90,194.95 | 73,700.00 | 122.38% | (16,494.95) |
| Not Categorized | (352.63) | 0.00 | (352.63) | 32,686.28 | 0.00 | 0.00% | (32,686.28) |
| COURT TECH/BLDG FUND | (205.63) | 0.00 | (205.63) | 0.00 | 0.00 | 0.00% | 0.00 |
| CHARGES FOR SERVICES | 7,694.00 | 2,700.11 | 4,993.89 | 61,351.59 | 32,400.00 | 189.36% | (28,951.59) |
| GRANTS | 0.00 | 416.63 | (416.63) | 11,702.08 | 5,000.00 | 234.04% | (6,702.08) |
| Revenue Totals | <u>398,626.69</u> | <u>163,855.37</u> | <u>234,771.32</u> | <u>2,080,818.49</u> | <u>1,966,264.00</u> | <u>105.83 %</u> | <u>(114,554.49)</u> |
| Expense Summary | | | | | | | |
| Not Categorized | <u>214,762.35</u> | <u>345,692.73</u> | <u>(130,930.38)</u> | <u>2,066,480.08</u> | <u>2,148,101.25</u> | <u>96.20%</u> | <u>81,621.17</u> |
| Expense Totals | <u>214,762.35</u> | <u>345,692.73</u> | <u>(130,930.38)</u> | <u>2,066,480.08</u> | <u>2,148,101.25</u> | <u>96.20 %</u> | <u>81,621.17</u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 8:25 PM

| 03 - GENERAL FUND | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|--|-------------------------|-------------------------|--------------------|---------------------|---------------------|----------------|---------------------|
| TAXES | | | | | | | |
| 03-4010 Ad Valorem: Current | 0.00 | 52,916.63 | (52,916.63) | 695,127.66 | 635,000.00 | 109.47% | (60,127.66) |
| 03-4020 Ad Valorem: Delinquent | 23,389.05 | 2,916.63 | 20,472.42 | 56,416.53 | 35,000.00 | 161.19% | (21,416.53) |
| 03-4030 Ad Valorem: Penalty | 5,144.32 | 1,500.00 | 3,644.32 | 23,599.80 | 18,000.00 | 131.11% | (5,599.80) |
| 03-4110 Franchise Fee: Gas Utility | 0.00 | 1,916.63 | (1,916.63) | 26,939.02 | 23,000.00 | 117.13% | (3,939.02) |
| 03-4120 Franchise Fee: Electric Util | 18,500.91 | 7,916.63 | 10,584.28 | 94,963.68 | 95,000.00 | 99.96% | 36.32 |
| 03-4130 Franchise Fee: Telephone Util | 2,314.61 | 958.37 | 1,356.24 | 9,698.18 | 11,500.00 | 84.33% | 1,801.82 |
| 03-4140 Franchise Fee: Northland Cable | 2,007.67 | 791.63 | 1,216.04 | 8,393.07 | 9,500.00 | 88.35% | 1,106.93 |
| 03-4210 Tax: State Sales | 148,126.26 | 41,666.63 | 106,459.63 | 623,097.05 | 500,000.00 | 124.62% | (123,097.05) |
| 03-4220 Tax: Mixed Beverage | 682.16 | 125.00 | 557.16 | 2,037.51 | 1,500.00 | 135.83% | (537.51) |
| 03-4221 Tax: Vehicle IT | 0.00 | 8.37 | (8.37) | 24.82 | 100.00 | 24.82% | 75.18 |
| 03-4222 Tax: Hotel / Motel | 80.67 | 16.63 | 64.04 | 230.73 | 200.00 | 115.37% | (30.73) |
| TAXES Totals | 200,245.65 | 110,733.15 | 89,512.50 | 1,540,528.05 | 1,328,800.00 | 115.93% | (211,728.05) |
| MISCELLANEOUS REVENUE | | | | | | | |
| 03-4225 Interest Earned | 12,515.00 | 833.37 | 11,681.63 | 40,969.00 | 10,000.00 | 409.69% | (30,969.00) |
| 03-4227 Interest Earned FCU CD | 0.00 | 25.00 | (25.00) | 200.26 | 300.00 | 66.75% | 99.74 |
| 03-4520 Oil & Gas Lease | 963.67 | 250.00 | 713.67 | 4,995.42 | 3,000.00 | 166.51% | (1,995.42) |
| 03-4981 LEOSE Police Funds | 0.00 | 83.37 | (83.37) | 1,081.30 | 1,000.00 | 108.13% | (81.30) |
| 03-4983 Community Cleanup Donation | 0.00 | 0.00 | 0.00 | 100.00 | 0.00 | 0.00% | (100.00) |
| 03-4985 NSF Check Fees | 200.00 | 33.37 | 166.63 | 750.00 | 400.00 | 187.50% | (350.00) |
| 03-4990 Miscellaneous Revenue | 1,921.20 | 41.63 | 1,879.57 | 4,855.97 | 500.00 | 971.19% | (4,355.97) |
| 03-4995 TDCJ Revenue | 0.00 | 10,250.00 | (10,250.00) | 81,872.96 | 123,000.00 | 66.56% | 41,127.04 |
| MISCELLANEOUS REVENUE Totals | 15,599.87 | 11,516.74 | 4,083.13 | 134,824.91 | 138,200.00 | 97.56% | 3,375.09 |
| CONTRIBUTIONS & TRANSFERS | | | | | | | |
| 03-4230 TVFD Voluntary Contribution | 4,223.14 | 1,333.37 | 2,889.77 | 17,018.83 | 16,000.00 | 106.37% | (1,018.83) |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|-------------------|-------------------|----------------|---------------------|
| CONTRIBUTIONS & TRANSFERS | | | | | | | |
| 03-4620 Franchise Fees from COT | 156,000.00 | 28,655.37 | 127,344.63 | 156,000.00 | 343,864.00 | 45.37% | 187,864.00 |
| CONTRIBUTIONS & TRANSFERS Totals | 160,223.14 | 29,988.74 | 130,234.40 | 173,018.83 | 359,864.00 | 48.08% | 186,845.17 |
| LICENSES & PERMITS | | | | | | | |
| 03-4310 Permits: Itin Merch | 50.00 | 8.37 | 41.63 | 100.00 | 100.00 | 100.00% | 0.00 |
| 03-4320 Permits: Building Inspections | 2,736.68 | 83.37 | 2,653.31 | 7,611.80 | 1,000.00 | 761.18% | (6,611.80) |
| 03-4330 Permits: Manufactured Home | 2,500.00 | 83.37 | 2,416.63 | 2,500.00 | 1,000.00 | 250.00% | (1,500.00) |
| 03-4360 Permit: Burn | 0.00 | 16.63 | (16.63) | 300.00 | 200.00 | 150.00% | (100.00) |
| 03-4370 XTO Annual Renewal Fee | 0.00 | 2,166.63 | (2,166.63) | 26,000.00 | 26,000.00 | 100.00% | 0.00 |
| LICENSES & PERMITS Totals | 5,286.68 | 2,358.37 | 2,928.31 | 36,511.80 | 28,300.00 | 129.02% | (8,211.80) |
| FINES & FORFEITURES | | | | | | | |
| 03-4410 Fines: Court | 9,597.61 | 5,833.37 | 3,764.24 | 85,663.18 | 70,000.00 | 122.38% | (15,663.18) |
| 03-4430 Fines: Library | 461.00 | 166.63 | 294.37 | 3,315.13 | 2,000.00 | 165.76% | (1,315.13) |
| 03-4440 Police Revenue: Dog Fines, etc. | 12.00 | 16.63 | (4.63) | 171.00 | 200.00 | 85.50% | 29.00 |
| 03-4450 Fines: Animal Control | 65.00 | 125.00 | (60.00) | 1,045.64 | 1,500.00 | 69.71% | 454.36 |
| FINES & FORFEITURES Totals | 10,135.61 | 6,141.63 | 3,993.98 | 90,194.95 | 73,700.00 | 122.38% | (16,494.95) |
| Not Categorized | | | | | | | |
| 03-4412 Court Cost | (352.63) | 0.00 | (352.63) | 0.00 | 0.00 | 0.00% | 0.00 |
| 03-4552 Rent-Soccer Field Lights | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 03-4991 Insurance Claim Reimbursements | 0.00 | 0.00 | 0.00 | 32,686.28 | 0.00 | 0.00% | (32,686.28) |
| Not Categorized Totals | (352.63) | 0.00 | (352.63) | 32,686.28 | 0.00 | 0.00% | (32,686.28) |
| COURT TECH/BLDG FUND | | | | | | | |
| 03-4416 Court Technology Fund | (104.32) | 0.00 | (104.32) | 0.00 | 0.00 | 0.00% | 0.00 |
| 03-4418 Court Bldg Security Fund | (101.31) | 0.00 | (101.31) | (101.31) | 0.00 | 0.00% | 101.31 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|--------------------------------------|--------------------------|--------------------------|--------------------------|----------------------------|----------------------------|-----------------------|----------------------------|
| COURT TECH/BLDG FUND | | | | | | | |
| 03-4418 Court Bldg Security Fund | 0.00 | 0.00 | 0.00 | 101.31 | 0.00 | 0.00% | (101.31) |
| COURT TECH/BLDG FUND Totals | <u>(205.63)</u> | <u>0.00</u> | <u>(205.63)</u> | <u>0.00</u> | <u>0.00</u> | <u>0.00%</u> | <u>0.00</u> |
| CHARGES FOR SERVICES | | | | | | | |
| 03-4530 Rent/Dep: Community Center | 1,800.00 | 416.63 | 1,383.37 | 9,775.00 | 5,000.00 | 195.50% | (4,775.00) |
| 03-4540 Rent: Texas Workforce Center | 3,000.00 | 1,500.00 | 1,500.00 | 18,000.00 | 18,000.00 | 100.00% | 0.00 |
| 03-4550 Rent: RV Site | 0.00 | 83.37 | (83.37) | 300.00 | 1,000.00 | 30.00% | 700.00 |
| 03-4551 Rent: Park Pavilion | 94.00 | 33.37 | 60.63 | 167.00 | 400.00 | 41.75% | 233.00 |
| 03-4554 Culvert Installation | 0.00 | 83.37 | (83.37) | 840.00 | 1,000.00 | 84.00% | 160.00 |
| 03-4580 Rent: Airport Hanger | 2,800.00 | 583.37 | 2,216.63 | 7,940.00 | 7,000.00 | 113.43% | (940.00) |
| 03-4590 Airport Grant | 0.00 | 0.00 | 0.00 | 24,329.59 | 0.00 | 0.00% | (24,329.59) |
| CHARGES FOR SERVICES Totals | <u>7,694.00</u> | <u>2,700.11</u> | <u>4,993.89</u> | <u>61,351.59</u> | <u>32,400.00</u> | <u>189.36%</u> | <u>(28,951.59)</u> |
| GRANTS | | | | | | | |
| 03-4610 Library Grants | 0.00 | 416.63 | (416.63) | 11,702.08 | 5,000.00 | 234.04% | (6,702.08) |
| GRANTS Totals | <u>0.00</u> | <u>416.63</u> | <u>(416.63)</u> | <u>11,702.08</u> | <u>5,000.00</u> | <u>234.04%</u> | <u>(6,702.08)</u> |
| Revenue Totals | <u><u>398,626.69</u></u> | <u><u>163,855.37</u></u> | <u><u>234,771.32</u></u> | <u><u>2,080,818.49</u></u> | <u><u>1,966,264.00</u></u> | <u><u>105.83%</u></u> | <u><u>(114,554.49)</u></u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25:51 PM

| 03 - GENERAL FUND Streets | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--------------------------------------|-------------------------|-------------------------|--------------------|-------------------|-------------------|------------------|---------------------|
| Not Categorized | 16,912.81 | 22,817.61 | (5,904.80) | 249,839.76 | 273,810.00 | 91.25% | 23,970.24 |
| Streets Totals | <u>16,912.81</u> | <u>22,817.61</u> | <u>(5,904.80)</u> | <u>249,839.76</u> | <u>273,810.00</u> | <u>91.25%</u> | <u>23,970.24</u> |

| 03 - GENERAL FUND Police | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|-------------------------------------|-------------------------|-------------------------|--------------------|-------------------|-------------------|------------------|---------------------|
| Not Categorized | 56,080.67 | 59,695.65 | (3,614.98) | 501,868.56 | 606,350.00 | 82.77% | 104,481.44 |
| Police Totals | <u>56,080.67</u> | <u>59,695.65</u> | <u>(3,614.98)</u> | <u>501,868.56</u> | <u>606,350.00</u> | <u>82.77%</u> | <u>104,481.44</u> |

| 03 - GENERAL FUND Parks | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|------------------------------------|-------------------------|-------------------------|--------------------|-------------------|-------------------|------------------|---------------------|
| Not Categorized | 37,530.85 | 30,590.28 | 6,940.57 | 243,241.50 | 208,686.00 | 116.56% | (34,555.50) |
| Parks Totals | <u>37,530.85</u> | <u>30,590.28</u> | <u>6,940.57</u> | <u>243,241.50</u> | <u>208,686.00</u> | <u>116.56%</u> | <u>(34,555.50)</u> |

| 03 - GENERAL FUND Museum | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|-------------------------------------|-------------------------|-------------------------|--------------------|-----------------|------------------|------------------|---------------------|
| Not Categorized | 727.35 | 833.26 | (105.91) | 8,292.46 | 10,000.00 | 82.92% | 1,707.54 |
| Museum Totals | <u>727.35</u> | <u>833.26</u> | <u>(105.91)</u> | <u>8,292.46</u> | <u>10,000.00</u> | <u>82.92%</u> | <u>1,707.54</u> |

| 03 - GENERAL FUND Municipal Court | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--|-------------------------|-------------------------|--------------------|------------------|------------------|------------------|---------------------|
| Not Categorized | 2,022.78 | 5,229.35 | (3,206.57) | 50,909.85 | 62,750.00 | 81.13% | 11,840.15 |
| Municipal Court Totals | <u>2,022.78</u> | <u>5,229.35</u> | <u>(3,206.57)</u> | <u>50,909.85</u> | <u>62,750.00</u> | <u>81.13%</u> | <u>11,840.15</u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25:51 PM

| 03 - GENERAL FUND Animal Control | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|------------------|------------------|------------------|---------------------|
| Not Categorized | 52.59 | 7,116.74 | (7,064.15) | 12,834.75 | 85,400.00 | 15.03% | 72,565.25 |
| Animal Control Totals | <u>52.59</u> | <u>7,116.74</u> | <u>(7,064.15)</u> | <u>12,834.75</u> | <u>85,400.00</u> | <u>15.03%</u> | <u>72,565.25</u> |

| 03 - GENERAL FUND Mayor & Alderman | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|------------------|------------------|------------------|---------------------|
| Not Categorized | 930.40 | 1,521.13 | (590.73) | 20,506.18 | 18,254.00 | 112.34% | (2,252.18) |
| Mayor & Alderman Totals | <u>930.40</u> | <u>1,521.13</u> | <u>(590.73)</u> | <u>20,506.18</u> | <u>18,254.00</u> | <u>112.34%</u> | <u>(2,252.18)</u> |

| 03 - GENERAL FUND Library | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--------------------------------------|-------------------------|-------------------------|--------------------|-------------------|-------------------|------------------|---------------------|
| Not Categorized | 12,130.40 | 10,314.76 | 1,815.64 | 117,727.87 | 123,778.00 | 95.11% | 6,050.13 |
| Library Totals | <u>12,130.40</u> | <u>10,314.76</u> | <u>1,815.64</u> | <u>117,727.87</u> | <u>123,778.00</u> | <u>95.11%</u> | <u>6,050.13</u> |

| 03 - GENERAL FUND Fire Department | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--|-------------------------|-------------------------|--------------------|-------------------|-------------------|------------------|---------------------|
| Not Categorized | 28,088.26 | 11,148.35 | 16,939.91 | 125,668.04 | 133,778.00 | 93.94% | 8,109.96 |
| Fire Department Totals | <u>28,088.26</u> | <u>11,148.35</u> | <u>16,939.91</u> | <u>125,668.04</u> | <u>133,778.00</u> | <u>93.94%</u> | <u>8,109.96</u> |

| 03 - GENERAL FUND Community Center | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|------------------|------------------|------------------|---------------------|
| Not Categorized | 1,484.13 | 1,621.35 | (137.22) | 20,180.98 | 19,454.00 | 103.74% | (726.98) |
| Community Center Totals | <u>1,484.13</u> | <u>1,621.35</u> | <u>(137.22)</u> | <u>20,180.98</u> | <u>19,454.00</u> | <u>103.74%</u> | <u>(726.98)</u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25:51 PM

| 03 - GENERAL FUND Airport | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|--------------------------|--------------------------|----------------------------|----------------------------|----------------------------|----------------------|-------------------------|
| Not Categorized | <u>1,731.22</u> | <u>20,458.49</u> | <u>(18,727.27)</u> | <u>56,148.62</u> | <u>37,191.25</u> | <u>150.97%</u> | <u>(18,957.37)</u> |
| Airport Totals | <u>1,731.22</u> | <u>20,458.49</u> | <u>(18,727.27)</u> | <u>56,148.62</u> | <u>37,191.25</u> | <u>150.97%</u> | <u>(18,957.37)</u> |
| 03 - GENERAL FUND Administration | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
| Not Categorized | <u>57,070.89</u> | <u>174,345.76</u> | <u>(117,274.87)</u> | <u>659,261.51</u> | <u>568,650.00</u> | <u>115.93%</u> | <u>(90,611.51)</u> |
| Administration Totals | <u>57,070.89</u> | <u>174,345.76</u> | <u>(117,274.87)</u> | <u>659,261.51</u> | <u>568,650.00</u> | <u>115.93%</u> | <u>(90,611.51)</u> |
| Expense Totals | <u><u>214,762.35</u></u> | <u><u>345,692.73</u></u> | <u><u>(130,930.38)</u></u> | <u><u>2,066,480.08</u></u> | <u><u>2,148,101.25</u></u> | <u><u>96.20%</u></u> | <u><u>81,621.17</u></u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Administration | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|---------------------------------|---------------------------------|----------------------------|-----------------------|--------------------------|--------------------------|-----------------------------|
| 03-41-5100 Salaries for Full Time | 10,460.49 | 6,500.00 | 3,960.49 | 71,979.68 | 78,000.00 | 92.28% | 6,020.32 |
| 03-41-5101 Salary & OT | (6,535.36) | 166.63 | (6,701.99) | 2,296.68 | 2,000.00 | 114.83% | (296.68) |
| 03-41-5103 Retirement | 976.30 | 850.00 | 126.30 | 10,190.11 | 10,200.00 | 99.90% | 9.89 |
| 03-41-5104 Vehicle Allowance Adm/Sec | 1,200.00 | 500.00 | 700.00 | 6,000.00 | 6,000.00 | 100.00% | 0.00 |
| 03-41-5105 FICA | 393.19 | 500.00 | (106.81) | 5,672.68 | 6,000.00 | 94.54% | 327.32 |
| 03-41-5106 Group Insurance | 636.08 | 675.00 | (38.92) | 7,942.78 | 8,100.00 | 98.06% | 157.22 |
| 03-41-5107 Workers Compensation | 0.00 | 291.63 | (291.63) | 2,446.42 | 3,500.00 | 69.90% | 1,053.58 |
| 03-41-5109 Clothing / Uniform Allowance | 0.00 | 16.63 | (16.63) | 200.00 | 200.00 | 100.00% | 0.00 |
| 03-41-5201 Postage & Freight | 0.00 | 150.00 | (150.00) | 1,507.77 | 1,800.00 | 83.77% | 292.23 |
| 03-41-5202 Ads & Public Notices | 600.00 | 83.37 | 516.63 | 1,664.00 | 1,000.00 | 166.40% | (664.00) |
| 03-41-5203 Printing | 240.31 | 150.00 | 90.31 | 2,040.31 | 1,800.00 | 113.35% | (240.31) |
| 03-41-5205 Mobile Communications | 90.58 | 108.37 | (17.79) | 992.75 | 1,300.00 | 76.37% | 307.25 |
| 03-41-5206 Telephone | 1,290.14 | 266.63 | 1,023.51 | 5,453.13 | 3,200.00 | 170.41% | (2,253.13) |
| 03-41-5220 Travel & Meals | 721.23 | 125.00 | 596.23 | 2,006.94 | 1,500.00 | 133.80% | (506.94) |
| 03-41-5221 Service Appreciation | 379.51 | 166.63 | 212.88 | 2,485.69 | 2,000.00 | 124.28% | (485.69) |
| 03-41-5225 Employee Drug Testing | 69.00 | 12.50 | 56.50 | 138.00 | 150.00 | 92.00% | 12.00 |
| 03-41-5226 Employee Mileage | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |
| 03-41-5227 Education & Training | 285.00 | 83.37 | 201.63 | 1,915.70 | 1,000.00 | 191.57% | (915.70) |
| 03-41-5228 Manuals/Subscription | 0.00 | 20.87 | (20.87) | 299.50 | 250.00 | 119.80% | (49.50) |
| 03-41-5229 Membership/Dues & Fees | 0.00 | 133.37 | (133.37) | 1,664.00 | 1,600.00 | 104.00% | (64.00) |
| 03-41-5231 Insurance General Liabilities | 0.00 | 41.63 | (41.63) | 391.20 | 500.00 | 78.24% | 108.80 |
| 03-41-5232 Insurance Property | 0.00 | 116.63 | (116.63) | 931.47 | 1,400.00 | 66.53% | 468.53 |
| 03-41-5233 Insurance Errors & Omissions | 0.00 | 375.00 | (375.00) | 4,356.00 | 4,500.00 | 96.80% | 144.00 |
| 03-41-5234 Employee Bonds | 0.00 | 29.13 | (29.13) | 350.00 | 350.00 | 100.00% | 0.00 |
| 03-41-5239 Tax App District | 0.00 | 2,250.00 | (2,250.00) | 26,461.64 | 27,000.00 | 98.01% | 538.36 |
| 03-41-5240 Tax Collector | 0.00 | 666.63 | (666.63) | 0.00 | 8,000.00 | 0.00% | 8,000.00 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Administration | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|---------------------------------|---------------------------------|----------------------------|-----------------------|--------------------------|--------------------------|-----------------------------|
| 03-41-5242 Codification/ Record Retention | 0.00 | 83.37 | (83.37) | 775.00 | 1,000.00 | 77.50% | 225.00 |
| 03-41-5245 Audit | 0.00 | 666.63 | (666.63) | 6,000.00 | 8,000.00 | 75.00% | 2,000.00 |
| 03-41-5246 Legal | 1,821.55 | 1,666.63 | 154.92 | 26,618.91 | 20,000.00 | 133.09% | (6,618.91) |
| 03-41-5247 TDCJ IDA | 9,813.55 | 120,833.37 | (111,019.82) | 206,272.61 | 157,500.00 | 130.97% | (48,772.61) |
| 03-41-5251 Professional Services and | 3,191.97 | 250.00 | 2,941.97 | 7,943.70 | 3,000.00 | 264.79% | (4,943.70) |
| 03-41-5262 Teague E.D.C. | 11,406.85 | 10,416.63 | 990.22 | 155,774.27 | 125,000.00 | 124.62% | (30,774.27) |
| 03-41-5284 Service Agreements | 325.00 | 375.00 | (50.00) | 4,092.00 | 4,500.00 | 90.93% | 408.00 |
| 03-41-5298 Banking Charges | 3,291.95 | 833.37 | 2,458.58 | 10,724.56 | 10,000.00 | 107.25% | (724.56) |
| 03-41-5299 Misc. Expense | 0.00 | 8.37 | (8.37) | 95.00 | 100.00 | 95.00% | 5.00 |
| 03-41-5301 Electricity: New City Hall | 513.80 | 483.37 | 30.43 | 5,014.64 | 5,800.00 | 86.46% | 785.36 |
| 03-41-5302 Electricity: Old City Hall | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 03-41-5340 Gas | 46.34 | 66.63 | (20.29) | 791.24 | 800.00 | 98.91% | 8.76 |
| 03-41-5360 Water: New City Hall | 243.85 | 83.37 | 160.48 | 1,475.83 | 1,000.00 | 147.58% | (475.83) |
| 03-41-5401 Supplies: Office | 67.99 | 333.37 | (265.38) | 1,487.77 | 4,000.00 | 37.19% | 2,512.23 |
| 03-41-5403 Supplies: Bldg & Maint | 494.36 | 208.37 | 285.99 | 1,295.11 | 2,500.00 | 51.80% | 1,204.89 |
| 03-41-5405 Supplies: Safety | 0.00 | 16.63 | (16.63) | 188.85 | 200.00 | 94.43% | 11.15 |
| 03-41-5701 Repair & Maint: Bldg | 398.03 | 250.00 | 148.03 | 1,353.03 | 3,000.00 | 45.10% | 1,646.97 |
| 03-41-5703 Repair & Maint: Office Equip | 112.24 | 83.37 | 28.87 | 764.54 | 1,000.00 | 76.45% | 235.46 |
| 03-41-5707 Repair & Maint: Computers | 10.65 | 166.63 | (155.98) | 1,054.65 | 2,000.00 | 52.73% | 945.35 |
| 03-41-5708 Contract Prof. IT Services | 1,730.00 | 21,000.00 | (19,270.00) | 20,760.00 | 21,000.00 | 98.86% | 240.00 |
| 03-41-5906 Security Cameras, locks etc. | 380.00 | 41.63 | 338.37 | 1,169.08 | 500.00 | 233.82% | (669.08) |
| 03-41-5909 Equipment: Office | 793.56 | 250.00 | 543.56 | 873.46 | 3,000.00 | 29.12% | 2,126.54 |
| 03-41-5918 Computers | 9.73 | 83.37 | (73.64) | 1,841.23 | 1,000.00 | 184.12% | (841.23) |
| 03-41-5919 Computer Software | 11,613.00 | 1,500.00 | 10,113.00 | 42,549.70 | 18,000.00 | 236.39% | (24,549.70) |
| 03-41-5920 Internet Service | 0.00 | 75.00 | (75.00) | 900.00 | 900.00 | 100.00% | 0.00 |
| 03-41-5921 Website Development - | 0.00 | 250.00 | (250.00) | 59.88 | 3,000.00 | 2.00% | 2,940.12 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Administration | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|---------------|------------------|------------------|---------------------|
| 03-41-5960 Transfer Out to Utility Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| Administration Totals | 57,070.89 | 174,345.76 | (117,274.87) | 659,261.51 | 568,650.00 | 115.93% | (90,611.51) |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Airport | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|------------------|------------------|------------------|---------------------|
| 03-42-5206 Telephone | 511.24 | 91.63 | 419.61 | 2,085.63 | 1,100.00 | 189.60% | (985.63) |
| 03-42-5231 Insurance: General Liabilities | 0.00 | 83.37 | (83.37) | 891.00 | 1,000.00 | 89.10% | 109.00 |
| 03-42-5232 Insurance: Property | 0.00 | 133.37 | (133.37) | 1,531.47 | 1,600.00 | 95.72% | 68.53 |
| 03-42-5299 Misc. Expense | 0.00 | 8.37 | (8.37) | 11.88 | 100.00 | 11.88% | 88.12 |
| 03-42-5305 Electricity: Airport | 129.27 | 150.00 | (20.73) | 1,465.14 | 1,800.00 | 81.40% | 334.86 |
| 03-42-5365 Water: Airport | 90.71 | 50.00 | 40.71 | 504.32 | 600.00 | 84.05% | 95.68 |
| 03-42-5403 Bldg Maintenance / Supplies | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |
| 03-42-5715 Repair & Maint: Facility | 1,000.00 | 19,900.12 | (18,900.12) | 49,659.18 | 30,491.25 | 162.86% | (19,167.93) |
| Airport Totals | 1,731.22 | 20,458.49 | (18,727.27) | 56,148.62 | 37,191.25 | 150.97% | (18,957.37) |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Community Center | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|------------------|------------------|------------------|---------------------|
| 03-43-5103 Retirement | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 03-43-5243 Janitorial Expense | 0.00 | 333.37 | (333.37) | 3,139.55 | 4,000.00 | 78.49% | 860.45 |
| 03-43-5277 Refunds | 450.00 | 166.63 | 283.37 | 2,700.00 | 2,000.00 | 135.00% | (700.00) |
| 03-43-5299 Misc. Expense | 0.00 | 12.87 | (12.87) | 8.06 | 154.00 | 5.23% | 145.94 |
| 03-43-5311 Electric: CCtr/ Over 55 | 716.73 | 541.63 | 175.10 | 7,750.57 | 6,500.00 | 119.24% | (1,250.57) |
| 03-43-5345 Gas: CCtr/ Over 55 | 75.86 | 133.37 | (57.51) | 1,100.43 | 1,600.00 | 68.78% | 499.57 |
| 03-43-5348 Gas Old Fire Dept. | 0.00 | 50.00 | (50.00) | 0.00 | 600.00 | 0.00% | 600.00 |
| 03-43-5368 Water CC/O55/TWC | 186.54 | 50.00 | 136.54 | 992.30 | 600.00 | 165.38% | (392.30) |
| 03-43-5403 Supplies: Bldg & Maint | 0.00 | 83.37 | (83.37) | 645.84 | 1,000.00 | 64.58% | 354.16 |
| 03-43-5406 Over 55 Expenses | 0.00 | 33.37 | (33.37) | 635.00 | 400.00 | 158.75% | (235.00) |
| 03-43-5407 TWC Expenses | 0.00 | 33.37 | (33.37) | 0.00 | 400.00 | 0.00% | 400.00 |
| 03-43-5701 Repair & Maint: Bldg | 55.00 | 83.37 | (28.37) | 2,092.29 | 1,000.00 | 209.23% | (1,092.29) |
| 03-43-5705 Repair & Maint: Equipment | 0.00 | 83.37 | (83.37) | 1,116.94 | 1,000.00 | 111.69% | (116.94) |
| 03-43-5949 Tables & Chairs | 0.00 | 16.63 | (16.63) | 0.00 | 200.00 | 0.00% | 200.00 |
| Community Center Totals | 1,484.13 | 1,621.35 | (137.22) | 20,180.98 | 19,454.00 | 103.74% | (726.98) |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Fire Department | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--|-------------------------|-------------------------|--------------------|-------------------|-------------------|------------------|---------------------|
| 03-44-5103 Retirement Fire | 6,377.00 | 1,000.00 | 5,377.00 | 11,975.72 | 12,000.00 | 99.80% | 24.28 |
| 03-44-5107 Workers Compensation | 0.00 | 333.37 | (333.37) | 3,446.42 | 4,000.00 | 86.16% | 553.58 |
| 03-44-5206 Telephone | 937.98 | 200.00 | 737.98 | 4,011.35 | 2,400.00 | 167.14% | (1,611.35) |
| 03-44-5227 Education & Training | 1,744.50 | 166.63 | 1,577.87 | 1,744.50 | 2,000.00 | 87.23% | 255.50 |
| 03-44-5229 Membership/Dues & Fees | 0.00 | 83.37 | (83.37) | 0.00 | 1,000.00 | 0.00% | 1,000.00 |
| 03-44-5232 Insurance: Bldg/ Equipment | 0.00 | 283.37 | (283.37) | 3,353.00 | 3,400.00 | 98.62% | 47.00 |
| 03-44-5315 Electric: Fire Station | 286.98 | 500.00 | (213.02) | 2,998.71 | 6,000.00 | 49.98% | 3,001.29 |
| 03-44-5316 Water: Fire Station | 60.08 | 41.63 | 18.45 | 672.73 | 500.00 | 134.55% | (172.73) |
| 03-44-5350 Gas: Fire Station | 50.17 | 83.37 | (33.20) | 589.53 | 1,000.00 | 58.95% | 410.47 |
| 03-44-5375 Water Fire Stations | 60.00 | 0.00 | 60.00 | 60.00 | 0.00 | 0.00% | (60.00) |
| 03-44-5415 Chemicals/Foam | 0.00 | 83.37 | (83.37) | 261.72 | 1,000.00 | 26.17% | 738.28 |
| 03-44-5601 Repair & Maint: Vehicle | 0.00 | 83.37 | (83.37) | 75.00 | 1,000.00 | 7.50% | 925.00 |
| 03-44-5603 Oil/Gas/Fuel | 0.00 | 150.00 | (150.00) | 1,681.17 | 1,800.00 | 93.40% | 118.83 |
| 03-44-5607 Vehicle Ins/Liab. | 0.00 | 583.37 | (583.37) | 7,000.00 | 7,000.00 | 100.00% | 0.00 |
| 03-44-5701 Bldg. Repair & Maint. | 0.00 | 20.87 | (20.87) | 250.00 | 250.00 | 100.00% | 0.00 |
| 03-44-5705 Repair & Maint: Equipment | 0.00 | 416.63 | (416.63) | 3,451.70 | 5,000.00 | 69.03% | 1,548.30 |
| 03-44-5905 Equipment: Small | 0.00 | 83.37 | (83.37) | 630.90 | 1,000.00 | 63.09% | 369.10 |
| 03-44-5907 Equipment: Safety | 0.00 | 625.00 | (625.00) | 7,500.00 | 7,500.00 | 100.00% | 0.00 |
| 03-44-5912 Fire Truck Loan Principal Pmt | 0.00 | 4,716.63 | (4,716.63) | 56,482.40 | 56,600.00 | 99.79% | 117.60 |
| 03-44-5920 Internet Service | 80.99 | 66.63 | 14.36 | 992.63 | 800.00 | 124.08% | (192.63) |
| 03-44-5929 Hoses/Fire Dept | 0.00 | 83.37 | (83.37) | 0.00 | 1,000.00 | 0.00% | 1,000.00 |
| 03-44-5930 SCBA | 18,490.56 | 1,544.00 | 16,946.56 | 18,490.56 | 18,528.00 | 99.80% | 37.44 |
| Fire Department Totals | 28,088.26 | 11,148.35 | 16,939.91 | 125,668.04 | 133,778.00 | 93.94% | 8,109.96 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Library | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|---------------------------------|---------------------------------|----------------------------|-----------------------|--------------------------|--------------------------|-----------------------------|
| 03-45-5100 Salary | 3,843.36 | 2,916.63 | 926.73 | 34,767.88 | 35,000.00 | 99.34% | 232.12 |
| 03-45-5101 Salary & OT | 0.00 | 83.37 | (83.37) | 183.22 | 1,000.00 | 18.32% | 816.78 |
| 03-45-5102 Part-Time Salary | 4,016.64 | 3,166.63 | 850.01 | 32,196.72 | 38,000.00 | 84.73% | 5,803.28 |
| 03-45-5103 Retirement | 329.57 | 416.63 | (87.06) | 4,298.94 | 5,000.00 | 85.98% | 701.06 |
| 03-45-5105 FICA | 601.28 | 500.00 | 101.28 | 5,136.74 | 6,000.00 | 85.61% | 863.26 |
| 03-45-5106 Group Insurance | 419.40 | 450.00 | (30.60) | 5,400.00 | 5,400.00 | 100.00% | 0.00 |
| 03-45-5107 Workers Compensation | 0.00 | 291.63 | (291.63) | 1,946.42 | 3,500.00 | 55.61% | 1,553.58 |
| 03-45-5201 Postage & Freight | 0.00 | 8.37 | (8.37) | 50.00 | 100.00 | 50.00% | 50.00 |
| 03-45-5202 Ads & Public Notices | 0.00 | 4.13 | (4.13) | 0.00 | 50.00 | 0.00% | 50.00 |
| 03-45-5206 Telephone | 492.94 | 100.00 | 392.94 | 2,075.97 | 1,200.00 | 173.00% | (875.97) |
| 03-45-5225 Travel & Meals | 0.00 | 2.50 | (2.50) | 34.68 | 30.00 | 115.60% | (4.68) |
| 03-45-5226 Employee Mileage | 0.00 | 4.13 | (4.13) | 50.00 | 50.00 | 100.00% | 0.00 |
| 03-45-5227 Education & Training | 0.00 | 8.37 | (8.37) | 0.00 | 100.00 | 0.00% | 100.00 |
| 03-45-5230 Drug Testing | 0.00 | 12.50 | (12.50) | 0.00 | 150.00 | 0.00% | 150.00 |
| 03-45-5232 Insurance Property | 0.00 | 83.37 | (83.37) | 731.47 | 1,000.00 | 73.15% | 268.53 |
| 03-45-5284 Service Agreements | 289.00 | 308.37 | (19.37) | 3,703.54 | 3,700.00 | 100.10% | (3.54) |
| 03-45-5316 Electric: Library | 452.65 | 400.00 | 52.65 | 4,325.52 | 4,800.00 | 90.12% | 474.48 |
| 03-45-5351 Gas: Library | 46.34 | 66.63 | (20.29) | 931.36 | 800.00 | 116.42% | (131.36) |
| 03-45-5376 Water: Library | 120.06 | 41.63 | 78.43 | 720.29 | 500.00 | 144.06% | (220.29) |
| 03-45-5401 Office Supplies | 0.00 | 133.37 | (133.37) | 1,396.79 | 1,600.00 | 87.30% | 203.21 |
| 03-45-5402 Books / Magazines | 0.00 | 250.00 | (250.00) | 2,998.35 | 3,000.00 | 99.95% | 1.65 |
| 03-45-5403 Supplies: Bldg & Maint | 0.00 | 50.00 | (50.00) | 662.98 | 600.00 | 110.50% | (62.98) |
| 03-45-5420 Public Activities-Library | 0.00 | 58.37 | (58.37) | 692.89 | 700.00 | 98.98% | 7.11 |
| 03-45-5703 Repair & Maint: Office Equip | 0.00 | 25.00 | (25.00) | 0.00 | 300.00 | 0.00% | 300.00 |
| 03-45-5707 Repair & Maint: Computer | 0.00 | 166.63 | (166.63) | 1,330.00 | 2,000.00 | 66.50% | 670.00 |
| 03-45-5715 Repair & Maint: Facility | 260.70 | 208.37 | 52.33 | 1,448.09 | 2,500.00 | 57.92% | 1,051.91 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Library | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--------------------------------------|-------------------------|-------------------------|--------------------|-------------------|-------------------|------------------|---------------------|
| 03-45-5800 Library Grants | 1,177.47 | 416.63 | 760.84 | 11,518.98 | 5,000.00 | 230.38% | (6,518.98) |
| 03-45-5909 Equipment: Office | 0.00 | 41.50 | (41.50) | 5.00 | 498.00 | 1.00% | 493.00 |
| 03-45-5920 Internet Services | 80.99 | 100.00 | (19.01) | 1,122.04 | 1,200.00 | 93.50% | 77.96 |
| Library Totals | 12,130.40 | 10,314.76 | 1,815.64 | 117,727.87 | 123,778.00 | 95.11% | 6,050.13 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Municipal Court | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--|---------------------------------|---------------------------------|----------------------------|-----------------------|--------------------------|--------------------------|-----------------------------|
| 03-46-5100 Salary | 698.14 | 333.37 | 364.77 | 4,861.63 | 4,000.00 | 121.54% | (861.63) |
| 03-46-5102 Part-Time Salary | 291.36 | 1,000.00 | (708.64) | 6,162.00 | 12,000.00 | 51.35% | 5,838.00 |
| 03-46-5103 Retirement | 139.96 | 41.63 | 98.33 | 769.81 | 500.00 | 153.96% | (269.81) |
| 03-46-5104 Vehicle Allowance Adm/Sec | (75.00) | 0.00 | (75.00) | 0.00 | 0.00 | 0.00% | 0.00 |
| 03-46-5105 FICA | 107.31 | 100.00 | 7.31 | 943.09 | 1,200.00 | 78.59% | 256.91 |
| 03-46-5106 Group Insurance | 45.00 | 45.00 | 0.00 | 531.01 | 540.00 | 98.34% | 8.99 |
| 03-46-5107 Workers Compensation | 0.00 | 125.00 | (125.00) | 446.42 | 1,500.00 | 29.76% | 1,053.58 |
| 03-46-5201 Postage & Freight | 0.00 | 8.37 | (8.37) | 100.00 | 100.00 | 100.00% | 0.00 |
| 03-46-5203 Printing | 0.00 | 8.37 | (8.37) | 0.00 | 100.00 | 0.00% | 100.00 |
| 03-46-5225 Travel & Meals | 0.00 | 20.87 | (20.87) | 90.00 | 250.00 | 36.00% | 160.00 |
| 03-46-5226 Employee Mileage | 0.00 | 8.37 | (8.37) | 0.00 | 100.00 | 0.00% | 100.00 |
| 03-46-5227 Education & Training | 0.00 | 29.13 | (29.13) | 200.00 | 350.00 | 57.14% | 150.00 |
| 03-46-5228 Manuals/Subscription | 0.00 | 12.50 | (12.50) | 0.00 | 150.00 | 0.00% | 150.00 |
| 03-46-5229 Membership/Dues & Fees | 0.00 | 5.00 | (5.00) | 75.00 | 60.00 | 125.00% | (15.00) |
| 03-46-5246 Legal | 0.00 | 125.00 | (125.00) | 0.00 | 1,500.00 | 0.00% | 1,500.00 |
| 03-46-5247 Court Cost/Arrest | 0.00 | 2,500.00 | (2,500.00) | 26,279.35 | 30,000.00 | 87.60% | 3,720.65 |
| 03-46-5251 Services: Professional | 816.01 | 833.37 | (17.36) | 10,107.92 | 10,000.00 | 101.08% | (107.92) |
| 03-46-5401 Supplies: Office | 0.00 | 25.00 | (25.00) | 248.62 | 300.00 | 82.87% | 51.38 |
| 03-46-5703 Repair & Maint: Office Equip | 0.00 | 8.37 | (8.37) | 95.00 | 100.00 | 95.00% | 5.00 |
| Municipal Court Totals | 2,022.78 | 5,229.35 | (3,206.57) | 50,909.85 | 62,750.00 | 81.13% | 11,840.15 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Museum | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|-----------------|------------------|------------------|---------------------|
| 03-47-5110 BNSF Building Lease | 0.00 | 8.37 | (8.37) | 100.00 | 100.00 | 100.00% | 0.00 |
| 03-47-5206 Telephone | 0.00 | 50.00 | (50.00) | 0.00 | 600.00 | 0.00% | 600.00 |
| 03-47-5231 Insurance: General Liabilities | 0.00 | 0.00 | 0.00 | 491.20 | 0.00 | 0.00% | (491.20) |
| 03-47-5232 Insurance: Property | 0.00 | 141.63 | (141.63) | 1,631.47 | 1,700.00 | 95.97% | 68.53 |
| 03-47-5316 Water: Museum | 120.01 | 41.63 | 78.38 | 720.04 | 500.00 | 144.01% | (220.04) |
| 03-47-5317 Electricity: Museum | 244.34 | 550.00 | (305.66) | 4,986.75 | 6,600.00 | 75.56% | 1,613.25 |
| 03-47-5403 Supplies: Bldg & Maint | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |
| 03-47-5701 Bldg. Repair & Maint. | 363.00 | 0.00 | 363.00 | 363.00 | 0.00 | 0.00% | (363.00) |
| Museum Totals | 727.35 | 833.26 | (105.91) | 8,292.46 | 10,000.00 | 82.92% | 1,707.54 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Parks | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|------------------------------------|-------------------------|-------------------------|--------------------|---------------|------------------|------------------|---------------------|
| 03-48-5100 Salary | 3,578.05 | 2,833.37 | 744.68 | 31,544.88 | 34,000.00 | 92.78% | 2,455.12 |
| 03-48-5101 Salary & OT | 48.24 | 166.63 | (118.39) | 317.88 | 2,000.00 | 15.89% | 1,682.12 |
| 03-48-5103 Retirement | 462.73 | 416.63 | 46.10 | 4,065.78 | 5,000.00 | 81.32% | 934.22 |
| 03-48-5105 FICA | 277.43 | 291.63 | (14.20) | 2,437.63 | 3,500.00 | 69.65% | 1,062.37 |
| 03-48-5106 Group Insurance | 495.00 | 500.00 | (5.00) | 5,940.00 | 6,000.00 | 99.00% | 60.00 |
| 03-48-5107 Workers Compensation | 0.00 | 208.37 | (208.37) | 946.42 | 2,500.00 | 37.86% | 1,553.58 |
| 03-48-5109 Clothing Allowance | 344.65 | 125.00 | 219.65 | 2,694.33 | 1,500.00 | 179.62% | (1,194.33) |
| 03-48-5110 Contract Mowing | 7,448.33 | 5,416.63 | 2,031.70 | 81,516.64 | 65,000.00 | 125.41% | (16,516.64) |
| 03-48-5201 Postage & Freight | 0.00 | 8.37 | (8.37) | 50.00 | 100.00 | 50.00% | 50.00 |
| 03-48-5205 Mobile Communications | 52.59 | 58.37 | (5.78) | 574.86 | 700.00 | 82.12% | 125.14 |
| 03-48-5206 Telephone | 58.34 | 41.63 | 16.71 | 343.22 | 500.00 | 68.64% | 156.78 |
| 03-48-5225 Drug Testing | 0.00 | 12.50 | (12.50) | 0.00 | 150.00 | 0.00% | 150.00 |
| 03-48-5232 Insurance: Property | 0.00 | 166.63 | (166.63) | 1,431.47 | 2,000.00 | 71.57% | 568.53 |
| 03-48-5277 Refunds | 0.00 | 8.37 | (8.37) | 18.00 | 100.00 | 18.00% | 82.00 |
| 03-48-5299 Misc. Expense | 0.00 | 16.63 | (16.63) | 191.54 | 200.00 | 95.77% | 8.46 |
| 03-48-5301 Electric: Office | (594.05) | 0.00 | (594.05) | (293.28) | 0.00 | 0.00% | 293.28 |
| 03-48-5316 Water: 8th Ave Park | 341.36 | 208.37 | 132.99 | 2,377.25 | 2,500.00 | 95.09% | 122.75 |
| 03-48-5317 Water: Ball Park | 120.01 | 83.37 | 36.64 | 1,250.86 | 1,000.00 | 125.09% | (250.86) |
| 03-48-5319 Park Renovations | 20,778.76 | 1,073.87 | 19,704.89 | 47,316.42 | 12,886.00 | 367.19% | (34,430.42) |
| 03-48-5320 8th Ave Park Utilities | 497.62 | 1,000.00 | (502.38) | 7,131.23 | 12,000.00 | 59.43% | 4,868.77 |
| 03-48-5324 Main St Park Utilities | 46.58 | 66.63 | (20.05) | 640.83 | 800.00 | 80.10% | 159.17 |
| 03-48-5325 Jefferson/Booker T | 29.60 | 41.63 | (12.03) | 426.24 | 500.00 | 85.25% | 73.76 |
| 03-48-5360 Water: Office | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 03-48-5401 Office Supplies | 0.00 | 12.50 | (12.50) | 206.85 | 150.00 | 137.90% | (56.85) |
| 03-48-5403 8th Ave City Park | 0.00 | 250.00 | (250.00) | 4,134.76 | 3,000.00 | 137.83% | (1,134.76) |
| 03-48-5404 Christmas Decorations | 0.00 | 41.63 | (41.63) | 1,949.14 | 500.00 | 389.83% | (1,449.14) |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Parks | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|---------------------------------|---------------------------------|----------------------------|-----------------------|--------------------------|--------------------------|-----------------------------|
| 03-48-5405 Supplies: Safety | 0.00 | 33.37 | (33.37) | 0.00 | 400.00 | 0.00% | 400.00 |
| 03-48-5411 Asphalt/Gravel | 0.00 | 125.00 | (125.00) | 0.00 | 1,500.00 | 0.00% | 1,500.00 |
| 03-48-5415 Chemicals: Parks | 0.00 | 33.37 | (33.37) | 352.10 | 400.00 | 88.03% | 47.90 |
| 03-48-5417 Small Tools | 0.00 | 16.63 | (16.63) | 152.68 | 200.00 | 76.34% | 47.32 |
| 03-48-5419 Booker T Washington Park | 2,900.14 | 291.63 | 2,608.51 | 5,464.23 | 3,500.00 | 156.12% | (1,964.23) |
| 03-48-5501 Main St Park | 0.00 | 12.50 | (12.50) | 40.51 | 150.00 | 27.01% | 109.49 |
| 03-48-5601 Vehicle Repair | 63.40 | 291.63 | (228.23) | 1,330.91 | 3,500.00 | 38.03% | 2,169.09 |
| 03-48-5603 Gas/Fuel | 60.58 | 375.00 | (314.42) | 4,566.20 | 4,500.00 | 101.47% | (66.20) |
| 03-48-5605 Tire Replacemt/Repair | 259.00 | 41.63 | 217.37 | 290.00 | 500.00 | 58.00% | 210.00 |
| 03-48-5607 Insurance: Vehicle | 0.00 | 141.63 | (141.63) | 1,700.00 | 1,700.00 | 100.00% | 0.00 |
| 03-48-5705 Equipment Repair and | 70.97 | 166.63 | (95.66) | 1,385.93 | 2,000.00 | 69.30% | 614.07 |
| 03-48-5715 Repair & Maint: Facility | 191.52 | 208.37 | (16.85) | 2,933.79 | 2,500.00 | 117.35% | (433.79) |
| 03-48-5905 Equipment: Small | 0.00 | 41.63 | (41.63) | 258.06 | 500.00 | 51.61% | 241.94 |
| 03-48-5906 Security Cameras, locks etc. | 0.00 | 12.50 | (12.50) | 135.35 | 150.00 | 90.23% | 14.65 |
| 03-48-5907 Equipment: Safety | 0.00 | 16.63 | (16.63) | 182.79 | 200.00 | 91.40% | 17.21 |
| 03-48-5916 City Lake: Pier & Repairs | 0.00 | 14,650.00 | (14,650.00) | 14,400.00 | 17,400.00 | 82.76% | 3,000.00 |
| 03-48-5949 Fencing BTW Park | 0.00 | 1,083.37 | (1,083.37) | 12,836.00 | 13,000.00 | 98.74% | 164.00 |
| Parks Totals | 37,530.85 | 30,590.28 | 6,940.57 | 243,241.50 | 208,686.00 | 116.56% | (34,555.50) |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Police | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--|-------------------------|-------------------------|--------------------|---------------|------------------|------------------|---------------------|
| 03-49-5100 Salary | 28,843.33 | 30,000.00 | (1,156.67) | 296,803.17 | 360,000.00 | 82.45% | 63,196.83 |
| 03-49-5101 Salary & OT | 7,531.38 | 1,500.00 | 6,031.38 | 13,103.59 | 18,000.00 | 72.80% | 4,896.41 |
| 03-49-5103 Retirement | 4,641.41 | 4,166.63 | 474.78 | 38,646.32 | 50,000.00 | 77.29% | 11,353.68 |
| 03-49-5105 FICA | 2,777.76 | 2,166.63 | 611.13 | 23,164.85 | 26,000.00 | 89.10% | 2,835.15 |
| 03-49-5106 Group Insurance | 3,150.00 | 4,083.37 | (933.37) | 37,080.00 | 49,000.00 | 75.67% | 11,920.00 |
| 03-49-5107 Workers Compensation | 0.00 | 500.00 | (500.00) | 5,734.42 | 6,000.00 | 95.57% | 265.58 |
| 03-49-5108 TX Workforce Commission | 0.00 | 83.37 | (83.37) | 0.00 | 1,000.00 | 0.00% | 1,000.00 |
| 03-49-5109 Clothing Allowance | 0.00 | 416.63 | (416.63) | 8,560.66 | 5,000.00 | 171.21% | (3,560.66) |
| 03-49-5201 Postage & Freight | 0.00 | 33.37 | (33.37) | 100.00 | 400.00 | 25.00% | 300.00 |
| 03-49-5202 Ads & Public Notices | 0.00 | 20.87 | (20.87) | 0.00 | 250.00 | 0.00% | 250.00 |
| 03-49-5203 Printing | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |
| 03-49-5205 Mobile Communications | 406.12 | 375.00 | 31.12 | 4,402.51 | 4,500.00 | 97.83% | 97.49 |
| 03-49-5206 Telephone | 680.62 | 291.63 | 388.99 | 3,698.33 | 3,500.00 | 105.67% | (198.33) |
| 03-49-5224 Drug Testing | 0.00 | 41.63 | (41.63) | 370.50 | 500.00 | 74.10% | 129.50 |
| 03-49-5225 Travel & Meals | 0.00 | 83.37 | (83.37) | 43.34 | 1,000.00 | 4.33% | 956.66 |
| 03-49-5227 Education & Training | 0.00 | 250.00 | (250.00) | 1,441.94 | 3,000.00 | 48.06% | 1,558.06 |
| 03-49-5228 Manuals/Subscription | 330.00 | 8.37 | 321.63 | 330.00 | 100.00 | 330.00% | (230.00) |
| 03-49-5229 Membership/Dues & Fees | 0.00 | 66.63 | (66.63) | 405.00 | 800.00 | 50.63% | 395.00 |
| 03-49-5232 Insurance: Property | 0.00 | 125.00 | (125.00) | 1,500.00 | 1,500.00 | 100.00% | 0.00 |
| 03-49-5235 Insurance: Police Liability | 0.00 | 541.63 | (541.63) | 6,249.00 | 6,500.00 | 96.14% | 251.00 |
| 03-49-5247 Arrest Transportation Fees | 0.00 | 10,000.00 | (10,000.00) | 1,140.95 | 10,000.00 | 11.41% | 8,859.05 |
| 03-49-5252 Professional Services | 0.00 | 25.00 | (25.00) | 0.00 | 300.00 | 0.00% | 300.00 |
| 03-49-5253 NNO | 2,026.93 | 41.63 | 1,985.30 | 2,325.02 | 500.00 | 465.00% | (1,825.02) |
| 03-49-5299 Expense: Misc. | 0.00 | 41.63 | (41.63) | 119.29 | 500.00 | 23.86% | 380.71 |
| 03-49-5301 Electricity: New PD | 896.02 | 250.00 | 646.02 | 3,371.57 | 3,000.00 | 112.39% | (371.57) |
| 03-49-5320 Gas:Office | 50.17 | 83.37 | (33.20) | 600.10 | 1,000.00 | 60.01% | 399.90 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Police | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|-------------------------------------|-------------------------|-------------------------|--------------------|-------------------|-------------------|------------------|---------------------|
| 03-49-5360 Water: New PD | 120.05 | 66.63 | 53.42 | 868.80 | 800.00 | 108.60% | (68.80) |
| 03-49-5401 Supplies: Office | 759.27 | 375.00 | 384.27 | 4,660.54 | 4,500.00 | 103.57% | (160.54) |
| 03-49-5403 Bldg/Maint Supplies | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 03-49-5407 Supplies: Training | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |
| 03-49-5601 Vehicle Repair | 1,481.32 | 550.00 | 931.32 | 9,989.20 | 6,600.00 | 151.35% | (3,389.20) |
| 03-49-5603 Gas/Fuel | 1,517.03 | 1,000.00 | 517.03 | 14,899.92 | 12,000.00 | 124.17% | (2,899.92) |
| 03-49-5605 Tire Replacemt/Repair | 0.00 | 166.63 | (166.63) | 521.68 | 2,000.00 | 26.08% | 1,478.32 |
| 03-49-5607 Insurance: Vehicle | 0.00 | 458.37 | (458.37) | 5,500.00 | 5,500.00 | 100.00% | 0.00 |
| 03-49-5701 Repair & Maint: Bldg. | 0.00 | 83.37 | (83.37) | 6,543.12 | 1,000.00 | 654.31% | (5,543.12) |
| 03-49-5705 Repair & Maint: Equip | 0.00 | 41.63 | (41.63) | 80.00 | 500.00 | 16.00% | 420.00 |
| 03-49-5707 Repair & Maint: Computer | 10.65 | 83.37 | (72.72) | 371.00 | 1,000.00 | 37.10% | 629.00 |
| 03-49-5806 Narcotic Detection K9 | 0.00 | 83.37 | (83.37) | 444.95 | 1,000.00 | 44.50% | 555.05 |
| 03-49-5905 Equipment: Small | 429.09 | 166.63 | 262.46 | 1,512.07 | 2,000.00 | 75.60% | 487.93 |
| 03-49-5920 Internet Service | 113.39 | 300.00 | (186.61) | 1,556.49 | 3,600.00 | 43.24% | 2,043.51 |
| 03-49-5925 CID Equipment | 50.00 | 41.63 | 8.37 | 475.00 | 500.00 | 95.00% | 25.00 |
| 03-49-5991 COPsync Annual Fee | 0.00 | 625.00 | (625.00) | 1,632.00 | 7,500.00 | 21.76% | 5,868.00 |
| 03-49-5992 Vehicle WIFI- COPsync | 266.13 | 291.63 | (25.50) | 2,933.23 | 3,500.00 | 83.81% | 566.77 |
| 03-49-5999 LEOSE Funds | 0.00 | 83.37 | (83.37) | 690.00 | 1,000.00 | 69.00% | 310.00 |
| Police Totals | 56,080.67 | 59,695.65 | (3,614.98) | 501,868.56 | 606,350.00 | 82.77% | 104,481.44 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Streets | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--------------------------------------|-------------------------|-------------------------|--------------------|---------------|------------------|------------------|---------------------|
| 03-50-5100 Salary | 8,235.20 | 6,250.00 | 1,985.20 | 72,407.26 | 75,000.00 | 96.54% | 2,592.74 |
| 03-50-5101 Salary & OT | 0.00 | 83.37 | (83.37) | 1,533.21 | 1,000.00 | 153.32% | (533.21) |
| 03-50-5103 Retirement | 1,050.82 | 833.37 | 217.45 | 9,034.66 | 10,000.00 | 90.35% | 965.34 |
| 03-50-5105 FICA | 630.00 | 416.63 | 213.37 | 5,390.38 | 5,000.00 | 107.81% | (390.38) |
| 03-50-5106 Group Insurance | 945.00 | 1,000.00 | (55.00) | 10,440.00 | 12,000.00 | 87.00% | 1,560.00 |
| 03-50-5107 Workers Compensation | 0.00 | 250.00 | (250.00) | 2,946.43 | 3,000.00 | 98.21% | 53.57 |
| 03-50-5109 Clothing Allowance | 388.44 | 166.63 | 221.81 | 4,045.84 | 2,000.00 | 202.29% | (2,045.84) |
| 03-50-5201 Postage & Freight | 0.00 | 8.37 | (8.37) | 50.00 | 100.00 | 50.00% | 50.00 |
| 03-50-5202 Ads & Public Notices | 60.00 | 8.37 | 51.63 | 120.00 | 100.00 | 120.00% | (20.00) |
| 03-50-5205 Mobile Communications | 105.18 | 108.37 | (3.19) | 1,254.18 | 1,300.00 | 96.48% | 45.82 |
| 03-50-5206 Telephone | 58.34 | 50.00 | 8.34 | 343.29 | 600.00 | 57.22% | 256.71 |
| 03-50-5223 Drug Testing | 0.00 | 12.50 | (12.50) | 0.00 | 150.00 | 0.00% | 150.00 |
| 03-50-5225 Travel & Meals | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |
| 03-50-5227 Education & Training | 0.00 | 50.00 | (50.00) | 0.00 | 600.00 | 0.00% | 600.00 |
| 03-50-5232 Insurance: Property | 0.00 | 66.63 | (66.63) | 466.47 | 800.00 | 58.31% | 333.53 |
| 03-50-5244 Rental Expense | 0.00 | 83.37 | (83.37) | 0.00 | 1,000.00 | 0.00% | 1,000.00 |
| 03-50-5299 Misc. Expense | 0.00 | 41.63 | (41.63) | 528.15 | 500.00 | 105.63% | (28.15) |
| 03-50-5328 Electric: Street Lights | 5,230.02 | 5,416.63 | (186.61) | 63,985.90 | 65,000.00 | 98.44% | 1,014.10 |
| 03-50-5340 Gas: Office | 93.20 | 125.00 | (31.80) | 1,088.27 | 1,500.00 | 72.55% | 411.73 |
| 03-50-5401 Supplies: Office | 0.00 | 8.37 | (8.37) | 99.50 | 100.00 | 99.50% | 0.50 |
| 03-50-5403 Supplies: Bldg & Maint | 0.00 | 16.63 | (16.63) | 0.00 | 200.00 | 0.00% | 200.00 |
| 03-50-5405 Safety Supplies | 0.00 | 125.00 | (125.00) | 310.13 | 1,500.00 | 20.68% | 1,189.87 |
| 03-50-5411 Gravel/Asphalt | 0.00 | 833.37 | (833.37) | 9,871.30 | 10,000.00 | 98.71% | 128.70 |
| 03-50-5415 Chemicals | 15.98 | 33.37 | (17.39) | 309.08 | 400.00 | 77.27% | 90.92 |
| 03-50-5417 Small Tools | 0.00 | 8.37 | (8.37) | 98.93 | 100.00 | 98.93% | 1.07 |
| 03-50-5601 Repair & Maint: Vehicle | 0.00 | 250.00 | (250.00) | 3,985.14 | 3,000.00 | 132.84% | (985.14) |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Streets | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--|-------------------------|-------------------------|--------------------|-------------------|-------------------|------------------|---------------------|
| 03-50-5603 Gas/Fuel | 0.00 | 583.37 | (583.37) | 4,687.11 | 7,000.00 | 66.96% | 2,312.89 |
| 03-50-5605 Tire Repair & Replacement | 0.00 | 250.00 | (250.00) | 394.80 | 3,000.00 | 13.16% | 2,605.20 |
| 03-50-5607 Insurance: Vehicle | 0.00 | 141.63 | (141.63) | 1,700.00 | 1,700.00 | 100.00% | 0.00 |
| 03-50-5705 Repair & Maint: Equipment | 0.00 | 666.63 | (666.63) | 8,216.00 | 8,000.00 | 102.70% | (216.00) |
| 03-50-5709 Repairs: Strts/Alley/Drainage | 0.00 | 208.37 | (208.37) | 2,573.69 | 2,500.00 | 102.95% | (73.69) |
| 03-50-5711 Maintain Creeks & Waterways | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 03-50-5901 Signs | 0.00 | 833.37 | (833.37) | 8,930.77 | 10,000.00 | 89.31% | 1,069.23 |
| 03-50-5903 Culverts | 0.00 | 83.37 | (83.37) | 112.00 | 1,000.00 | 11.20% | 888.00 |
| 03-50-5905 Equipment: Small | 0.00 | 8.37 | (8.37) | 130.96 | 100.00 | 130.96% | (30.96) |
| 03-50-5906 security cameras & equip | 0.00 | 10.38 | (10.38) | 73.98 | 125.00 | 59.18% | 51.02 |
| 03-50-5907 Equipment: Safety | 45.15 | 41.63 | 3.52 | 230.26 | 500.00 | 46.05% | 269.74 |
| 03-50-5911 Street Improvements | 55.48 | 3,702.88 | (3,647.40) | 34,482.07 | 44,435.00 | 77.60% | 9,952.93 |
| Streets Totals | 16,912.81 | 22,817.61 | (5,904.80) | 249,839.76 | 273,810.00 | 91.25% | 23,970.24 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Mayor & Alderman | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|------------------|------------------|------------------|---------------------|
| 03-51-5225 Travel & Meals | 80.00 | 83.37 | (3.37) | 767.51 | 1,000.00 | 76.75% | 232.49 |
| 03-51-5226 Employee Mileage | 0.00 | 16.63 | (16.63) | 0.00 | 200.00 | 0.00% | 200.00 |
| 03-51-5227 Education & Training | 0.00 | 83.37 | (83.37) | 205.75 | 1,000.00 | 20.58% | 794.25 |
| 03-51-5229 Membership/Dues & Fees | 0.00 | 75.00 | (75.00) | 609.95 | 900.00 | 67.77% | 290.05 |
| 03-51-5236 Council Room Improvements | 111.00 | 41.63 | 69.37 | 499.59 | 500.00 | 99.92% | 0.41 |
| 03-51-5298 Computers and Supplies | 470.53 | 291.63 | 178.90 | 3,889.29 | 3,500.00 | 111.12% | (389.29) |
| 03-51-5299 Expense: Misc. | 268.87 | 12.87 | 256.00 | 298.06 | 154.00 | 193.55% | (144.06) |
| 03-51-5409 Supplies: Election | 0.00 | 916.63 | (916.63) | 14,236.03 | 11,000.00 | 129.42% | (3,236.03) |
| Mayor & Alderman Totals | 930.40 | 1,521.13 | (590.73) | 20,506.18 | 18,254.00 | 112.34% | (2,252.18) |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 03 - GENERAL FUND Animal Control | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|---------------------|---------------------|---------------------|------------------|---------------------|
| 03-52-5100 Salary | 0.00 | 3,000.00 | (3,000.00) | 5,478.13 | 36,000.00 | 15.22% | 30,521.87 |
| 03-52-5101 Salary & OT | 0.00 | 166.63 | (166.63) | 0.00 | 2,000.00 | 0.00% | 2,000.00 |
| 03-52-5103 Retirement | 0.00 | 416.63 | (416.63) | 699.01 | 5,000.00 | 13.98% | 4,300.99 |
| 03-52-5105 FICA | 0.00 | 166.63 | (166.63) | 419.08 | 2,000.00 | 20.95% | 1,580.92 |
| 03-52-5106 Group Insurance | 0.00 | 450.00 | (450.00) | 900.00 | 5,400.00 | 16.67% | 4,500.00 |
| 03-52-5107 Workers Compensation | 0.00 | 41.63 | (41.63) | 446.43 | 500.00 | 89.29% | 53.57 |
| 03-52-5109 Clothing Allowance | 0.00 | 83.37 | (83.37) | 456.00 | 1,000.00 | 45.60% | 544.00 |
| 03-52-5201 Postage & Freight | 0.00 | 83.37 | (83.37) | 670.93 | 1,000.00 | 67.09% | 329.07 |
| 03-52-5202 Ads & Public Notices | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |
| 03-52-5205 Mobile Communications | 52.59 | 54.13 | (1.54) | 261.51 | 650.00 | 40.23% | 388.49 |
| 03-52-5224 Drug Testing | 0.00 | 12.50 | (12.50) | 69.00 | 150.00 | 46.00% | 81.00 |
| 03-52-5225 Travel and Meals | 0.00 | 83.37 | (83.37) | 63.83 | 1,000.00 | 6.38% | 936.17 |
| 03-52-5227 Education & Training | 0.00 | 83.37 | (83.37) | 675.00 | 1,000.00 | 67.50% | 325.00 |
| 03-52-5251 Professional Services/Animal | 0.00 | 833.37 | (833.37) | 1,993.00 | 10,000.00 | 19.93% | 8,007.00 |
| 03-52-5260 Substd Structure Demolition | 0.00 | 833.37 | (833.37) | 0.00 | 10,000.00 | 0.00% | 10,000.00 |
| 03-52-5401 Office Supplies | 0.00 | 83.37 | (83.37) | 165.70 | 1,000.00 | 16.57% | 834.30 |
| 03-52-5601 Vehicle Repair | 0.00 | 83.37 | (83.37) | 49.50 | 1,000.00 | 4.95% | 950.50 |
| 03-52-5603 Oil/Gas/Fuel | 0.00 | 350.00 | (350.00) | 477.63 | 4,200.00 | 11.37% | 3,722.37 |
| 03-52-5905 Small Equipment | 0.00 | 166.63 | (166.63) | 0.00 | 2,000.00 | 0.00% | 2,000.00 |
| 03-52-5906 Misc. | 0.00 | 83.37 | (83.37) | 10.00 | 1,000.00 | 1.00% | 990.00 |
| Animal Control Totals | 52.59 | 7,116.74 | (7,064.15) | 12,834.75 | 85,400.00 | 15.03% | 72,565.25 |
| Expense Totals | 214,762.35 | 345,692.73 | (130,930.38) | 2,066,480.08 | 2,148,101.25 | 96.20% | 81,621.17 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 05 - UTILITY FUND | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|--------------------------|-------------------------|-------------------------|--------------------|---------------------|---------------------|-----------------|---------------------|
| Revenue Summary | | | | | | | |
| SANITATION DEPARTMENT | 61,970.77 | 19,500.00 | 42,470.77 | 248,610.98 | 234,000.00 | 106.24% | (14,610.98) |
| SEWER DEPARTMENT | 164,514.65 | 52,583.37 | 111,931.28 | 626,673.85 | 631,000.00 | 99.31% | 4,326.15 |
| WATER DEPARTMENT | 230,360.69 | 73,799.89 | 156,560.80 | 900,005.12 | 885,600.00 | 101.63% | (14,405.12) |
| MISCELLANEOUS REVENUE | 0.00 | 0.00 | 0.00 | 108.50 | 0.00 | 0.00% | (108.50) |
| Not Categorized | 455.00 | 250.00 | 205.00 | 5,644.78 | 3,000.00 | 188.16% | (2,644.78) |
| Revenue Totals | <u>457,301.11</u> | <u>146,133.26</u> | <u>311,167.85</u> | <u>1,781,043.23</u> | <u>1,753,600.00</u> | <u>101.56 %</u> | <u>(27,443.23)</u> |
| Expense Summary | | | | | | | |
| Not Categorized | <u>268,474.57</u> | <u>204,665.04</u> | <u>63,809.53</u> | <u>1,709,401.47</u> | <u>1,812,132.00</u> | <u>94.33%</u> | <u>102,730.53</u> |
| Expense Totals | <u>268,474.57</u> | <u>204,665.04</u> | <u>63,809.53</u> | <u>1,709,401.47</u> | <u>1,812,132.00</u> | <u>94.33 %</u> | <u>102,730.53</u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 05 - UTILITY FUND | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|---------------------------------------|-------------------------|-------------------------|--------------------|-------------------|-------------------|----------------|---------------------|
| SANITATION DEPARTMENT | | | | | | | |
| 05-4710 Sanitation Charges | 57,364.63 | 18,000.00 | 39,364.63 | 230,122.69 | 216,000.00 | 106.54% | (14,122.69) |
| 05-4711 Sales Tax: Sanitation | 4,606.14 | 1,500.00 | 3,106.14 | 18,488.29 | 18,000.00 | 102.71% | (488.29) |
| SANITATION DEPARTMENT Totals | 61,970.77 | 19,500.00 | 42,470.77 | 248,610.98 | 234,000.00 | 106.24% | (14,610.98) |
| SEWER DEPARTMENT | | | | | | | |
| 05-4750 Sewer Charges | 162,209.65 | 52,500.00 | 109,709.65 | 620,118.85 | 630,000.00 | 98.43% | 9,881.15 |
| 05-4770 Sewer Taps | 2,305.00 | 83.37 | 2,221.63 | 6,555.00 | 1,000.00 | 655.50% | (5,555.00) |
| SEWER DEPARTMENT Totals | 164,514.65 | 52,583.37 | 111,931.28 | 626,673.85 | 631,000.00 | 99.31% | 4,326.15 |
| WATER DEPARTMENT | | | | | | | |
| 05-4810 Water Charges | 216,763.88 | 70,000.00 | 146,763.88 | 810,179.01 | 840,000.00 | 96.45% | 29,820.99 |
| 05-4815 Water Production Fee | 918.19 | 266.63 | 651.56 | 3,331.13 | 3,200.00 | 104.10% | (131.13) |
| 05-4820 Water Connections | 2,650.00 | 666.63 | 1,983.37 | 10,300.00 | 8,000.00 | 128.75% | (2,300.00) |
| 05-4830 Water Taps | 2,675.00 | 100.00 | 2,575.00 | 4,275.00 | 1,200.00 | 356.25% | (3,075.00) |
| 05-4840 Bulk Water Sales | 1,442.55 | 16.63 | 1,425.92 | 4,236.46 | 200.00 | 2118.23% | (4,036.46) |
| 05-4850 Water Penalties | 5,911.07 | 2,750.00 | 3,161.07 | 30,540.66 | 33,000.00 | 92.55% | 2,459.34 |
| 05-4986 Transfer From Reserves | 0.00 | 0.00 | 0.00 | (260,000.00) | 0.00 | 0.00% | 260,000.00 |
| 05-4987 Northline Finances Reserves | 0.00 | 0.00 | 0.00 | 260,000.00 | 0.00 | 0.00% | (260,000.00) |
| 05-4988 Northline Annual Payments | 0.00 | 0.00 | 0.00 | 37,142.86 | 0.00 | 0.00% | (37,142.86) |
| WATER DEPARTMENT Totals | 230,360.69 | 73,799.89 | 156,560.80 | 900,005.12 | 885,600.00 | 101.63% | (14,405.12) |
| MISCELLANEOUS REVENUE | | | | | | | |
| 05-4990 Misc Revenue | 0.00 | 0.00 | 0.00 | 108.50 | 0.00 | 0.00% | (108.50) |
| MISCELLANEOUS REVENUE Totals | 0.00 | 0.00 | 0.00 | 108.50 | 0.00 | 0.00% | (108.50) |
| Not Categorized | | | | | | | |
| 05-4991 Insurance Claim Reimbursement | 0.00 | 0.00 | 0.00 | 3,624.78 | 0.00 | 0.00% | (3,624.78) |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 05 - UTILITY FUND | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|---------------------------------------|-------------------------|-------------------------|--------------------|---------------------|---------------------|----------------|---------------------|
| Not Categorized | | | | | | | |
| 05-4991 Collection Center Pass | 455.00 | 250.00 | 205.00 | 2,020.00 | 3,000.00 | 67.33% | 980.00 |
| 05-4998 Transfer In from General Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 05-4998 Transfer In from General Fund | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| Not Categorized Totals | <u>455.00</u> | <u>250.00</u> | <u>205.00</u> | <u>5,644.78</u> | <u>3,000.00</u> | <u>188.16%</u> | <u>(2,644.78)</u> |
| Revenue Totals | <u>457,301.11</u> | <u>146,133.26</u> | <u>311,167.85</u> | <u>1,781,043.23</u> | <u>1,753,600.00</u> | <u>101.56%</u> | <u>(27,443.23)</u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25:52 PM

| 05 - UTILITY FUND Water | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--------------------------------------|-------------------------|-------------------------|--------------------|---------------------|---------------------|------------------|---------------------|
| Not Categorized | 207,469.98 | 129,941.91 | 77,528.07 | 942,344.78 | 915,454.00 | 102.94% | (26,890.78) |
| Water Totals | <u>207,469.98</u> | <u>129,941.91</u> | <u>77,528.07</u> | <u>942,344.78</u> | <u>915,454.00</u> | <u>102.94%</u> | <u>(26,890.78)</u> |
| 05 - UTILITY FUND Sewer | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
| Not Categorized | 37,191.15 | 54,973.13 | (17,781.98) | 568,468.99 | 659,678.00 | 86.17% | 91,209.01 |
| Sewer Totals | <u>37,191.15</u> | <u>54,973.13</u> | <u>(17,781.98)</u> | <u>568,468.99</u> | <u>659,678.00</u> | <u>86.17%</u> | <u>91,209.01</u> |
| 05 - UTILITY FUND General | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
| Not Categorized | 23,813.44 | 19,750.00 | 4,063.44 | 198,587.70 | 237,000.00 | 83.79% | 38,412.30 |
| General Totals | <u>23,813.44</u> | <u>19,750.00</u> | <u>4,063.44</u> | <u>198,587.70</u> | <u>237,000.00</u> | <u>83.79%</u> | <u>38,412.30</u> |
| Expense Totals | <u>268,474.57</u> | <u>204,665.04</u> | <u>63,809.53</u> | <u>1,709,401.47</u> | <u>1,812,132.00</u> | <u>94.33%</u> | <u>102,730.53</u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 05 - UTILITY FUND General | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|-------------------|-------------------|------------------|---------------------|
| 05-41-5260 State Sales Tax | 1,535.94 | 1,500.00 | 35.94 | 17,083.97 | 18,000.00 | 94.91% | 916.03 |
| 05-41-5261 Contract: Metro Sanitation | 15,734.40 | 16,750.00 | (1,015.60) | 171,415.73 | 201,000.00 | 85.28% | 29,584.27 |
| 05-41-5262 Extra Roll Off's / Landfield | 543.10 | 833.37 | (290.27) | 4,088.00 | 10,000.00 | 40.88% | 5,912.00 |
| 05-41-5296 Franchise Fee: Sanitation | 6,000.00 | 666.63 | 5,333.37 | 6,000.00 | 8,000.00 | 75.00% | 2,000.00 |
| General Totals | <u>23,813.44</u> | <u>19,750.00</u> | <u>4,063.44</u> | <u>198,587.70</u> | <u>237,000.00</u> | <u>83.79%</u> | <u>38,412.30</u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 05 - UTILITY FUND Sewer | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|---------------|------------------|------------------|---------------------|
| 05-42-5100 Salary | 18,958.42 | 15,072.50 | 3,885.92 | 168,010.81 | 180,870.00 | 92.89% | 12,859.19 |
| 05-42-5101 Salary & OT | 1,622.47 | 666.63 | 955.84 | 10,522.20 | 8,000.00 | 131.53% | (2,522.20) |
| 05-42-5103 City Retirement | 2,410.80 | 2,000.00 | 410.80 | 23,141.37 | 24,000.00 | 96.42% | 858.63 |
| 05-42-5104 Vehicle Allowance Adm/Sec | (187.50) | 0.00 | (187.50) | 0.00 | 0.00 | 0.00% | 0.00 |
| 05-42-5105 FICA | 1,367.93 | 1,166.63 | 201.30 | 13,885.80 | 14,000.00 | 99.18% | 114.20 |
| 05-42-5106 Group Insurance | 1,422.60 | 2,283.37 | (860.77) | 23,997.46 | 27,400.00 | 87.58% | 3,402.54 |
| 05-42-5107 Workers Comp | 0.00 | 333.37 | (333.37) | 3,946.43 | 4,000.00 | 98.66% | 53.57 |
| 05-42-5109 Clothing Allowance | 440.36 | 166.63 | 273.73 | 4,721.21 | 2,000.00 | 236.06% | (2,721.21) |
| 05-42-5201 Postage & Freight | 288.68 | 233.37 | 55.31 | 3,064.22 | 2,800.00 | 109.44% | (264.22) |
| 05-42-5202 Ads & Public Notice | 0.00 | 83.37 | (83.37) | 90.00 | 1,000.00 | 9.00% | 910.00 |
| 05-42-5203 Printing | 0.00 | 83.37 | (83.37) | 331.20 | 1,000.00 | 33.12% | 668.80 |
| 05-42-5205 Mobile comm | 248.35 | 166.63 | 81.72 | 2,228.90 | 2,000.00 | 111.45% | (228.90) |
| 05-42-5206 Telephone | 183.04 | 66.63 | 116.41 | 853.12 | 800.00 | 106.64% | (53.12) |
| 05-42-5223 Drug Testing | 0.00 | 12.50 | (12.50) | 121.00 | 150.00 | 80.67% | 29.00 |
| 05-42-5225 Travel & Meals | 0.00 | 125.00 | (125.00) | 720.82 | 1,500.00 | 48.05% | 779.18 |
| 05-42-5227 Education/Training | 53.50 | 125.00 | (71.50) | 1,588.00 | 1,500.00 | 105.87% | (88.00) |
| 05-42-5229 Member Dues & Fees | 0.00 | 12.50 | (12.50) | 140.00 | 150.00 | 93.33% | 10.00 |
| 05-42-5231 Insurance: General Liability | 0.00 | 50.00 | (50.00) | 491.20 | 600.00 | 81.87% | 108.80 |
| 05-42-5232 Insurance: Property | 0.00 | 208.37 | (208.37) | 2,431.46 | 2,500.00 | 97.26% | 68.54 |
| 05-42-5236 Electric: Sewer Plants | 2,704.38 | 3,333.37 | (628.99) | 36,489.11 | 40,000.00 | 91.22% | 3,510.89 |
| 05-42-5237 Electric: Lift Stations | 581.43 | 458.37 | 123.06 | 4,682.09 | 5,500.00 | 85.13% | 817.91 |
| 05-42-5245 Audit | 0.00 | 416.63 | (416.63) | 5,000.00 | 5,000.00 | 100.00% | 0.00 |
| 05-42-5251 Fees: Penalties / Fines | 0.00 | 83.37 | (83.37) | 0.00 | 1,000.00 | 0.00% | 1,000.00 |
| 05-42-5253 Fees: Permit | 0.00 | 1,000.00 | (1,000.00) | 12,000.00 | 12,000.00 | 100.00% | 0.00 |
| 05-42-5257 Fees: Laboratory | 656.00 | 750.00 | (94.00) | 8,519.00 | 9,000.00 | 94.66% | 481.00 |
| 05-42-5261 2009A USDA Loan Interest | 0.00 | 1,298.88 | (1,298.88) | 14,072.50 | 15,587.00 | 90.28% | 1,514.50 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 05 - UTILITY FUND Sewer | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--|---------------------------------|---------------------------------|----------------------------|-----------------------|--------------------------|--------------------------|-----------------------------|
| 05-42-5262 2009B USDA Loan Interest | 0.00 | 1,126.75 | (1,126.75) | 11,200.74 | 13,521.00 | 82.84% | 2,320.26 |
| 05-42-5263 2009A USDA Loan Payment | 0.00 | 1,166.63 | (1,166.63) | 14,000.00 | 14,000.00 | 100.00% | 0.00 |
| 05-42-5264 2009B USDA Loan Payment | 0.00 | 1,000.00 | (1,000.00) | 12,000.00 | 12,000.00 | 100.00% | 0.00 |
| 05-42-5275 Fees: Engineering/ Contractor | 684.79 | 1,833.37 | (1,148.58) | 21,134.79 | 22,000.00 | 96.07% | 865.21 |
| 05-42-5296 Franchise Fee: Sewer | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 05-42-5299 Expenses: Misc | 10.00 | 8.37 | 1.63 | 32.29 | 100.00 | 32.29% | 67.71 |
| 05-42-5361 Bulk Water | 61.35 | 83.37 | (22.02) | 2,681.57 | 1,000.00 | 268.16% | (1,681.57) |
| 05-42-5401 Supplies: Office | 0.00 | 8.37 | (8.37) | 100.00 | 100.00 | 100.00% | 0.00 |
| 05-42-5403 Supplies: Bldg & Maint | 0.00 | 41.63 | (41.63) | 98.98 | 500.00 | 19.80% | 401.02 |
| 05-42-5405 Supplies: Safety | 0.00 | 166.63 | (166.63) | 1,869.67 | 2,000.00 | 93.48% | 130.33 |
| 05-42-5411 Gravel | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00% | 0.00 |
| 05-42-5412 Asphalt/Gravel | 0.00 | 83.37 | (83.37) | 0.00 | 1,000.00 | 0.00% | 1,000.00 |
| 05-42-5415 Chemicals | 705.00 | 1,666.63 | (961.63) | 15,532.88 | 20,000.00 | 77.66% | 4,467.12 |
| 05-42-5417 Small Tools | 0.00 | 100.00 | (100.00) | 872.50 | 1,200.00 | 72.71% | 327.50 |
| 05-42-5419 Supplies: Misc | 0.00 | 41.63 | (41.63) | 327.77 | 500.00 | 65.55% | 172.23 |
| 05-42-5601 Repair & Maint: Vehicle | 0.00 | 250.00 | (250.00) | 5,358.23 | 3,000.00 | 178.61% | (2,358.23) |
| 05-42-5603 Gas/Fuel | 164.08 | 416.63 | (252.55) | 4,838.51 | 5,000.00 | 96.77% | 161.49 |
| 05-42-5605 Tires/Repair | 0.00 | 66.63 | (66.63) | 562.75 | 800.00 | 70.34% | 237.25 |
| 05-42-5607 Insurance: Vehicle | 0.00 | 191.63 | (191.63) | 3,062.50 | 2,300.00 | 133.15% | (762.50) |
| 05-42-5701 Repair & Maint: Bldg | 0.00 | 83.37 | (83.37) | 0.00 | 1,000.00 | 0.00% | 1,000.00 |
| 05-42-5705 Repair & Maint: Equipment | 636.39 | 250.00 | 386.39 | 2,427.92 | 3,000.00 | 80.93% | 572.08 |
| 05-42-5711 Repair: Line | 0.00 | 2,500.00 | (2,500.00) | 11,376.55 | 30,000.00 | 37.92% | 18,623.45 |
| 05-42-5713 Repair & Maint: Plant | 539.64 | 4,583.37 | (4,043.73) | 50,330.51 | 55,000.00 | 91.51% | 4,669.49 |
| 05-42-5725 Lift Stations | 3,526.05 | 5,000.00 | (1,473.95) | 34,292.16 | 60,000.00 | 57.15% | 25,707.84 |
| 05-42-5727 Sewer Jets | 0.00 | 83.37 | (83.37) | 1,176.31 | 1,000.00 | 117.63% | (176.31) |
| 05-42-5905 Small Equipment | 0.00 | 250.00 | (250.00) | 947.15 | 3,000.00 | 31.57% | 2,052.85 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 05 - UTILITY FUND Sewer | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|-------------------|-------------------|------------------|---------------------|
| 05-42-5906 cameras for bldg & warehouse | 0.00 | 12.50 | (12.50) | 73.98 | 150.00 | 49.32% | 76.02 |
| 05-42-5908 Vehicle Safety | 0.00 | 125.00 | (125.00) | 975.00 | 1,500.00 | 65.00% | 525.00 |
| 05-42-5919 Computer Software | 0.00 | 12.50 | (12.50) | 0.00 | 150.00 | 0.00% | 150.00 |
| 05-42-5920 Internet | 113.39 | 41.63 | 71.76 | 494.97 | 500.00 | 98.99% | 5.03 |
| 05-42-5922 New Sewer Lines | 0.00 | 416.63 | (416.63) | 24.80 | 5,000.00 | 0.50% | 4,975.20 |
| 05-42-5941 Manholes | 0.00 | 416.63 | (416.63) | 0.00 | 5,000.00 | 0.00% | 5,000.00 |
| 05-42-5943 Generators | 0.00 | 416.63 | (416.63) | 2,998.41 | 5,000.00 | 59.97% | 2,001.59 |
| 05-42-5945 Truck | 0.00 | 2,333.37 | (2,333.37) | 28,630.15 | 28,000.00 | 102.25% | (630.15) |
| Sewer Totals | 37,191.15 | 54,973.13 | (17,781.98) | 568,468.99 | 659,678.00 | 86.17% | 91,209.01 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 05 - UTILITY FUND Water | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|---------------|------------------|------------------|---------------------|
| 05-43-5100 Salary | 17,810.92 | 12,083.37 | 5,727.55 | 147,516.27 | 145,000.00 | 101.74% | (2,516.27) |
| 05-43-5101 Salaries & OT | 1,809.49 | 666.63 | 1,142.86 | 11,632.96 | 8,000.00 | 145.41% | (3,632.96) |
| 05-43-5102 Part-time salary | 0.00 | 416.63 | (416.63) | 3,625.00 | 5,000.00 | 72.50% | 1,375.00 |
| 05-43-5103 City Retirement | 2,288.24 | 1,666.63 | 621.61 | 20,267.29 | 20,000.00 | 101.34% | (267.29) |
| 05-43-5104 Vehicle Allowance Adm/Sec | (187.50) | 0.00 | (187.50) | 0.00 | 0.00 | 0.00% | 0.00 |
| 05-43-5105 FICA | 1,294.44 | 1,083.37 | 211.07 | 12,439.73 | 13,000.00 | 95.69% | 560.27 |
| 05-43-5106 Group Insurance | 973.58 | 1,833.37 | (859.79) | 18,992.11 | 22,000.00 | 86.33% | 3,007.89 |
| 05-43-5107 Workers Comp | 0.00 | 375.00 | (375.00) | 3,946.43 | 4,500.00 | 87.70% | 553.57 |
| 05-43-5109 Clothing Allowance | 376.82 | 208.37 | 168.45 | 4,215.49 | 2,500.00 | 168.62% | (1,715.49) |
| 05-43-5201 Postage & Freight | 223.44 | 333.37 | (109.93) | 3,730.98 | 4,000.00 | 93.27% | 269.02 |
| 05-43-5202 Ads & Public Notice | 0.00 | 83.37 | (83.37) | 48.00 | 1,000.00 | 4.80% | 952.00 |
| 05-43-5203 Printing | 0.00 | 125.00 | (125.00) | 504.00 | 1,500.00 | 33.60% | 996.00 |
| 05-43-5205 Mobile comm | 195.76 | 250.00 | (54.24) | 2,541.23 | 3,000.00 | 84.71% | 458.77 |
| 05-43-5206 Telephone | 183.04 | 66.63 | 116.41 | 925.22 | 800.00 | 115.65% | (125.22) |
| 05-43-5223 Drug Testing | 69.00 | 12.50 | 56.50 | 138.00 | 150.00 | 92.00% | 12.00 |
| 05-43-5225 Travel & Meals | 396.75 | 166.63 | 230.12 | 589.39 | 2,000.00 | 29.47% | 1,410.61 |
| 05-43-5227 Education/Training | 400.00 | 208.37 | 191.63 | 1,464.00 | 2,500.00 | 58.56% | 1,036.00 |
| 05-43-5231 Ins/General Liability | 0.00 | 41.63 | (41.63) | 437.20 | 500.00 | 87.44% | 62.80 |
| 05-43-5232 Ins/Property | 0.00 | 183.37 | (183.37) | 2,131.46 | 2,200.00 | 96.88% | 68.54 |
| 05-43-5235 Electricity, Wtr Pump Stations | 13.82 | 25.00 | (11.18) | 244.39 | 300.00 | 81.46% | 55.61 |
| 05-43-5236 Electricity, Water Wells | 1,673.02 | 1,500.00 | 173.02 | 19,289.90 | 18,000.00 | 107.17% | (1,289.90) |
| 05-43-5245 Audit | 0.00 | 416.63 | (416.63) | 5,000.00 | 5,000.00 | 100.00% | 0.00 |
| 05-43-5251 Prof Svc-Collection Fees | 0.00 | 8.37 | (8.37) | 0.00 | 100.00 | 0.00% | 100.00 |
| 05-43-5253 Permit Fees | 0.00 | 250.00 | (250.00) | 3,181.24 | 3,000.00 | 106.04% | (181.24) |
| 05-43-5255 Inspection Fees | 0.00 | 83.37 | (83.37) | 1,554.50 | 1,000.00 | 155.45% | (554.50) |
| 05-43-5256 Laboratory Supplies | 0.00 | 83.37 | (83.37) | 908.60 | 1,000.00 | 90.86% | 91.40 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 05 - UTILITY FUND Water | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|---------------------------------|---------------------------------|----------------------------|-----------------------|--------------------------|--------------------------|-----------------------------|
| 05-43-5257 Laboratory Fees | 140.00 | 291.63 | (151.63) | 1,887.50 | 3,500.00 | 53.93% | 1,612.50 |
| 05-43-5258 Water Production Fees | 5,324.48 | 500.00 | 4,824.48 | 5,324.48 | 6,000.00 | 88.74% | 675.52 |
| 05-43-5275 Engineering Fees | 3,990.00 | 416.63 | 3,573.37 | 4,740.00 | 5,000.00 | 94.80% | 260.00 |
| 05-43-5290 Cash Over/Short | 0.00 | 0.00 | 0.00 | 24.00 | 0.00 | 0.00% | (24.00) |
| 05-43-5296 Franchise Fee - Water | 150,000.00 | 27,988.63 | 122,011.37 | 150,000.00 | 335,864.00 | 44.66% | 185,864.00 |
| 05-43-5297 Equipment Rental G/F | 0.00 | 83.37 | (83.37) | 212.58 | 1,000.00 | 21.26% | 787.42 |
| 05-43-5401 Office Supplies | 0.00 | 29.13 | (29.13) | 332.52 | 350.00 | 95.01% | 17.48 |
| 05-43-5403 Bldg/Maint Supplies | 0.00 | 125.00 | (125.00) | 1,189.85 | 1,500.00 | 79.32% | 310.15 |
| 05-43-5405 Safety Supplies | 21.85 | 41.63 | (19.78) | 480.14 | 500.00 | 96.03% | 19.86 |
| 05-43-5411 Gravel/Asphalt | 0.00 | 333.37 | (333.37) | 3,611.60 | 4,000.00 | 90.29% | 388.40 |
| 05-43-5415 Chemicals | 684.60 | 833.37 | (148.77) | 8,617.48 | 10,000.00 | 86.17% | 1,382.52 |
| 05-43-5417 Small Tools | 0.00 | 83.37 | (83.37) | 701.13 | 1,000.00 | 70.11% | 298.87 |
| 05-43-5419 Misc Supplies | 1.42 | 125.00 | (123.58) | 1,282.34 | 1,500.00 | 85.49% | 217.66 |
| 05-43-5601 Vehicle Repr & Maint | 337.30 | 333.37 | 3.93 | 6,183.61 | 4,000.00 | 154.59% | (2,183.61) |
| 05-43-5603 Gas/Fuel | 0.00 | 416.63 | (416.63) | 4,758.37 | 5,000.00 | 95.17% | 241.63 |
| 05-43-5605 Tires/Repair | 0.00 | 41.63 | (41.63) | 375.07 | 500.00 | 75.01% | 124.93 |
| 05-43-5607 Vehicle Ins | 0.00 | 191.63 | (191.63) | 2,883.50 | 2,300.00 | 125.37% | (583.50) |
| 05-43-5701 Bldg/Facility Repair & Maint | 0.00 | 666.63 | (666.63) | 820.62 | 8,000.00 | 10.26% | 7,179.38 |
| 05-43-5705 Equip/Repair | 1,894.13 | 166.63 | 1,727.50 | 2,000.00 | 2,000.00 | 100.00% | 0.00 |
| 05-43-5707 Computer Repr | 0.00 | 125.00 | (125.00) | 38.99 | 1,500.00 | 2.60% | 1,461.01 |
| 05-43-5711 Line Repair/Materials | 5,569.20 | 2,729.13 | 2,840.07 | 30,933.43 | 32,750.00 | 94.45% | 1,816.57 |
| 05-43-5713 Plant Repr | 8,008.52 | 2,083.37 | 5,925.15 | 25,186.66 | 25,000.00 | 100.75% | (186.66) |
| 05-43-5714 Generator Maint./Repair | 0.00 | 416.63 | (416.63) | 3,035.47 | 5,000.00 | 60.71% | 1,964.53 |
| 05-43-5720 Maintenance to Wells | 1,407.27 | 60,198.63 | (58,791.36) | 78,532.00 | 78,532.00 | 100.00% | 0.00 |
| 05-43-5722 Materials - Meter/Installation | 150.00 | 901.25 | (751.25) | 4,858.32 | 10,815.00 | 44.92% | 5,956.68 |
| 05-43-5723 Fire Hydrants | 0.00 | 1,250.00 | (1,250.00) | 9,400.00 | 15,000.00 | 62.67% | 5,600.00 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 05 - UTILITY FUND Water | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--|-------------------------|-------------------------|--------------------|---------------------|---------------------|------------------|---------------------|
| 05-43-5905 Small Equipment | 2,123.01 | 250.00 | 1,873.01 | 2,736.26 | 3,000.00 | 91.21% | 263.74 |
| 05-43-5906 Security cameras & | 297.38 | 12.50 | 284.88 | 371.39 | 150.00 | 247.59% | (221.39) |
| 05-43-5907 Safety Equipment | 0.00 | 41.63 | (41.63) | 182.79 | 500.00 | 36.56% | 317.21 |
| 05-43-5908 Vehicle Safety | 0.00 | 41.63 | (41.63) | 53.61 | 500.00 | 10.72% | 446.39 |
| 05-43-5922 Lines / Contractors | 0.00 | 1,250.00 | (1,250.00) | 15,000.00 | 15,000.00 | 100.00% | 0.00 |
| 05-43-5924 Northline Project Payment | 0.00 | 3,095.25 | (3,095.25) | 37,142.86 | 37,143.00 | 100.00% | 0.14 |
| 05-43-5925 Northline Project Expenses | 0.00 | 0.00 | 0.00 | 271,659.00 | 0.00 | 0.00% | (271,659.00) |
| 05-43-5931 Meter Boxes | 0.00 | 41.63 | (41.63) | 500.00 | 500.00 | 100.00% | 0.00 |
| 05-43-5933 Pumps | 0.00 | 1,250.00 | (1,250.00) | 0.00 | 15,000.00 | 0.00% | 15,000.00 |
| 05-43-5935 Motors | 0.00 | 1,250.00 | (1,250.00) | 0.00 | 15,000.00 | 0.00% | 15,000.00 |
| 05-43-5940 Scada System & Installation | 0.00 | 166.63 | (166.63) | 1,965.82 | 2,000.00 | 98.29% | 34.18 |
| Water Totals | 207,469.98 | 129,941.91 | 77,528.07 | 942,344.78 | 915,454.00 | 102.94% | (26,890.78) |
| Expense Totals | 268,474.57 | 204,665.04 | 63,809.53 | 1,709,401.47 | 1,812,132.00 | 94.33% | 102,730.53 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 07 - COURT'S SPECIAL FUNDS | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|-----------------------------------|-------------------------|-------------------------|--------------------|------------------|------------------|-----------------|---------------------|
| Revenue Summary | | | | | | | |
| COURT TECH/BLDG FUND | 773.87 | 187.39 | 586.48 | 3,965.67 | 2,250.00 | 176.25% | (1,715.67) |
| Revenue Totals | <u>773.87</u> | <u>187.39</u> | <u>586.48</u> | <u>3,965.67</u> | <u>2,250.00</u> | <u>176.25 %</u> | <u>(1,715.67)</u> |
| Expense Summary | | | | | | | |
| Not Categorized | <u>500.00</u> | <u>187.50</u> | <u>312.50</u> | <u>10,489.74</u> | <u>2,250.00</u> | <u>466.21%</u> | <u>(8,239.74)</u> |
| Expense Totals | <u>500.00</u> | <u>187.50</u> | <u>312.50</u> | <u>10,489.74</u> | <u>2,250.00</u> | <u>466.21 %</u> | <u>(8,239.74)</u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 07 - COURT'S SPECIAL FUNDS | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|--------------------------------------|-------------------------|-------------------------|--------------------|-----------------|------------------|----------------|---------------------|
| COURT TECH/BLDG FUND | | | | | | | |
| 07-4416 Court Technology Fund | 227.79 | 91.63 | 136.16 | 1,736.96 | 1,100.00 | 157.91% | (636.96) |
| 07-4418 Court Bldg Security Fund | 242.31 | 91.63 | 150.68 | 1,763.65 | 1,100.00 | 160.33% | (663.65) |
| 07-4420 Court Time Payment Fee (TPF) | 303.77 | 4.13 | 299.64 | 465.06 | 50.00 | 930.12% | (415.06) |
| COURT TECH/BLDG FUND Totals | <u>773.87</u> | <u>187.39</u> | <u>586.48</u> | <u>3,965.67</u> | <u>2,250.00</u> | <u>176.25%</u> | <u>(1,715.67)</u> |
| Revenue Totals | <u>773.87</u> | <u>187.39</u> | <u>586.48</u> | <u>3,965.67</u> | <u>2,250.00</u> | <u>176.25%</u> | <u>(1,715.67)</u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25:52 PM

| 07 - COURT'S SPECIAL FUNDS Court Tech/Bldg Fund | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--|-------------------------|-------------------------|----------------------|-------------------------|------------------------|-----------------------|--------------------------|
| Not Categorized | 500.00 | 187.50 | 312.50 | 10,489.74 | 2,250.00 | 466.21% | (8,239.74) |
| Court Tech/Bldg Fund Totals | <u>500.00</u> | <u>187.50</u> | <u>312.50</u> | <u>10,489.74</u> | <u>2,250.00</u> | <u>466.21%</u> | <u>(8,239.74)</u> |
| Expense Totals | <u><u>500.00</u></u> | <u><u>187.50</u></u> | <u><u>312.50</u></u> | <u><u>10,489.74</u></u> | <u><u>2,250.00</u></u> | <u><u>466.21%</u></u> | <u><u>(8,239.74)</u></u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 07 - COURT'S SPECIAL FUNDS Court Tech/Bldg Fund | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--|-------------------------|-------------------------|--------------------|---------------|------------------|------------------|---------------------|
| 07-46-5707 Court Tech Enhancements | 500.00 | 187.50 | 312.50 | 10,489.74 | 2,250.00 | 466.21% | (8,239.74) |
| Court Tech/Bldg Fund Totals | 500.00 | 187.50 | 312.50 | 10,489.74 | 2,250.00 | 466.21% | (8,239.74) |
| Expense Totals | 500.00 | 187.50 | 312.50 | 10,489.74 | 2,250.00 | 466.21% | (8,239.74) |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 08 - Police Forfeiture Fund | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|------------------------------------|-------------------------|-------------------------|--------------------|---------------|------------------|----------------|---------------------|
| Revenue Summary | | | | | | | |
| Not Categorized | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |
| Revenue Totals | <u>0.00</u> | <u>41.63</u> | <u>(41.63)</u> | <u>0.00</u> | <u>500.00</u> | <u>0.00 %</u> | <u>500.00</u> |
| Expense Summary | | | | | | | |
| Not Categorized | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |
| Expense Totals | <u>0.00</u> | <u>41.63</u> | <u>(41.63)</u> | <u>0.00</u> | <u>500.00</u> | <u>0.00 %</u> | <u>500.00</u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 08 - Police Forfeiture Fund | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|------------------------------------|-------------------------|-------------------------|--------------------|---------------|------------------|----------------|---------------------|
| Not Categorized | | | | | | | |
| 08-4000 Police Revenue | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |
| Not Categorized Totals | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |
| Revenue Totals | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |

City of Teague
 Financial Statement
 As of September 30, 2019

| 08 - Police Forfeiture Fund Police Forfeiture Fund | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|---------------|------------------|------------------|---------------------|
| Not Categorized | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |
| Police Forfeiture Fund Totals | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |
| Expense Totals | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 08 - Police Forfeiture Fund Police Forfeiture Fund | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|---------------|------------------|------------------|---------------------|
| 08-49-5000 Police Expense | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |
| Police Forfeiture Fund Totals | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |
| Expense Totals | 0.00 | 41.63 | (41.63) | 0.00 | 500.00 | 0.00% | 500.00 |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 10 - Interest & Sinking Fund | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|-------------------|-------------------|-----------------|---------------------|
| Revenue Summary | | | | | | | |
| DEBT SERVICE | 2,243.77 | 13,811.38 | (11,567.61) | 165,737.00 | 165,737.00 | 100.00% | 0.00 |
| Revenue Totals | <u>2,243.77</u> | <u>13,811.38</u> | <u>(11,567.61)</u> | <u>165,737.00</u> | <u>165,737.00</u> | <u>100.00 %</u> | <u>0.00</u> |
| Expense Summary | | | | | | | |
| Not Categorized | <u>0.00</u> | <u>13,811.38</u> | <u>(13,811.38)</u> | <u>165,737.25</u> | <u>165,737.00</u> | <u>100.00%</u> | <u>(0.25)</u> |
| Expense Totals | <u>0.00</u> | <u>13,811.38</u> | <u>(13,811.38)</u> | <u>165,737.25</u> | <u>165,737.00</u> | <u>100.00 %</u> | <u>(0.25)</u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 10 - Interest & Sinking Fund | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|--|-------------------------|-------------------------|--------------------|-------------------|-------------------|----------------|---------------------|
| DEBT SERVICE | | | | | | | |
| 10-4900 Ad Valorem: Current Debt Service | 0.00 | 12,916.63 | (12,916.63) | 155,000.00 | 155,000.00 | 100.00% | 0.00 |
| 10-4950 Ad Valorem: Delinquent Debt | 2,243.77 | 858.87 | 1,384.90 | 10,306.00 | 10,306.00 | 100.00% | 0.00 |
| 10-4955 Ad Valorem: Penalties | 0.00 | 35.88 | (35.88) | 431.00 | 431.00 | 100.00% | 0.00 |
| DEBT SERVICE Totals | <u>2,243.77</u> | <u>13,811.38</u> | <u>(11,567.61)</u> | <u>165,737.00</u> | <u>165,737.00</u> | <u>100.00%</u> | <u>0.00</u> |
| Revenue Totals | <u>2,243.77</u> | <u>13,811.38</u> | <u>(11,567.61)</u> | <u>165,737.00</u> | <u>165,737.00</u> | <u>100.00%</u> | <u>0.00</u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25:52 PM

| 10 - Interest & Sinking Fund Debt Service | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--|-------------------------|-------------------------|--------------------|---------------|------------------|------------------|---------------------|
| Not Categorized | 0.00 | 13,811.38 | (13,811.38) | 165,737.25 | 165,737.00 | 100.00% | (0.25) |
| Debt Service Totals | 0.00 | 13,811.38 | (13,811.38) | 165,737.25 | 165,737.00 | 100.00% | (0.25) |
| Expense Totals | 0.00 | 13,811.38 | (13,811.38) | 165,737.25 | 165,737.00 | 100.00% | (0.25) |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 10 - Interest & Sinking Fund Debt Service | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|--|-------------------------|-------------------------|--------------------|-------------------|-------------------|------------------|---------------------|
| 10-46-5800 USDA 2005 Series General | 0.00 | 12,916.63 | (12,916.63) | 155,000.00 | 155,000.00 | 100.00% | 0.00 |
| 10-46-5805 USDA 2005 GO Bond Payment | 0.00 | 858.87 | (858.87) | 10,306.25 | 10,306.00 | 100.00% | (0.25) |
| 10-46-5810 2005 [TDCJ] Bond: Admin | 0.00 | 35.88 | (35.88) | 431.00 | 431.00 | 100.00% | 0.00 |
| Debt Service Totals | <u>0.00</u> | <u>13,811.38</u> | <u>(13,811.38)</u> | <u>165,737.25</u> | <u>165,737.00</u> | <u>100.00%</u> | <u>(0.25)</u> |
| Expense Totals | <u>0.00</u> | <u>13,811.38</u> | <u>(13,811.38)</u> | <u>165,737.25</u> | <u>165,737.00</u> | <u>100.00%</u> | <u>(0.25)</u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 14 - CHRISTMAS IN THE PARKS | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|------------------------------------|-------------------------|-------------------------|--------------------|-----------------|------------------|----------------|---------------------|
| Revenue Summary | | | | | | | |
| Not Categorized | 2,192.00 | 0.00 | 2,192.00 | 5,533.67 | 0.00 | 0.00% | (5,533.67) |
| Revenue Totals | <u>2,192.00</u> | <u>0.00</u> | <u>2,192.00</u> | <u>5,533.67</u> | <u>0.00</u> | <u>0.00 %</u> | <u>(5,533.67)</u> |
| Expense Summary | | | | | | | |
| Not Categorized | 0.00 | 0.00 | 0.00 | 1,822.89 | 0.00 | 0.00% | (1,822.89) |
| Expense Totals | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>1,822.89</u> | <u>0.00</u> | <u>0.00 %</u> | <u>(1,822.89)</u> |

City of Teague
 Financial Statement
 As of September 30, 2019

| 14 - CHRISTMAS IN THE PARKS | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % of Budget | Budget Remaining |
|------------------------------------|-------------------------|-------------------------|--------------------|---------------|------------------|----------------|---------------------|
| Not Categorized | | | | | | | |
| 14-4000 CIP FUNDRAISERS | 2,192.00 | 0.00 | 2,192.00 | 5,533.67 | 0.00 | 0.00% | (5,533.67) |
| Not Categorized Totals | 2,192.00 | 0.00 | 2,192.00 | 5,533.67 | 0.00 | 0.00% | (5,533.67) |
| Revenue Totals | 2,192.00 | 0.00 | 2,192.00 | 5,533.67 | 0.00 | 0.00% | (5,533.67) |

City of Teague
 Financial Statement
 As of September 30, 2019

| 14 - CHRISTMAS IN THE PARKS | Current | Current | Budget | YTD | Annual | % Budget | Budget |
|--------------------------------------|--------------|--------------|-------------|-----------------|-------------|--------------|-------------------|
| CHRISTMAS IN THE PARKS | Month Actual | Month Budget | Variance | Actual | Budget | Used | Remaining |
| Not Categorized | 0.00 | 0.00 | 0.00 | 1,822.89 | 0.00 | 0.00% | (1,822.89) |
| CHRISTMAS IN THE PARKS Totals | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>1,822.89</u> | <u>0.00</u> | <u>0.00%</u> | <u>(1,822.89)</u> |
| Expense Totals | <u>0.00</u> | <u>0.00</u> | <u>0.00</u> | <u>1,822.89</u> | <u>0.00</u> | <u>0.00%</u> | <u>(1,822.89)</u> |

City of Teague
 Financial Statement
 As of September 30, 2019

10/16/2019 6:25 PM

| 14 - CHRISTMAS IN THE PARKS CHRISTMAS IN THE PARKS | Current Month Actual | Current Month Budget | Budget Variance | YTD Actual | Annual Budget | % Budget Used | Budget Remaining |
|---|-------------------------|-------------------------|--------------------|---------------|------------------|------------------|---------------------|
| 14-48-5803 CIP MAIN STREET PARK | 0.00 | 0.00 | 0.00 | 1,372.89 | 0.00 | 0.00% | (1,372.89) |
| 14-48-5804 Fundraising Supplies | 0.00 | 0.00 | 0.00 | 450.00 | 0.00 | 0.00% | (450.00) |
| CHRISTMAS IN THE PARKS Totals | 0.00 | 0.00 | 0.00 | 1,822.89 | 0.00 | 0.00% | (1,822.89) |
| Expense Totals | 0.00 | 0.00 | 0.00 | 1,822.89 | 0.00 | 0.00% | (1,822.89) |

City of Teague Quarterly Investment Report

Period Ending September 30, 2019

| | CD/Pool # | Date Issued | Maturity Date | Interest Rate | Beginning Balance | Current Balance |
|---------------------|-----------|-------------|---------------|---------------|-------------------|-----------------|
| TexPool | 449 | | | | | \$1,410,928.70 |
| Citizens State Bank | 4663 | 3/8/2019 | 6/8/2020 | 2.60% | \$109,854.78 | \$109,854.78 |
| Citizens State Bank | 4703 | 3/8/2019 | 10/8/2019 | 2.20% | \$100,000.00 | \$100,000.00 |

The undersigned hereby certifies, to the best of my knowledge, the above to be a true and correct statement of investments owned by the City of Teague and that each investment was made generally in accordance with the City's Investment Policy.



Theresa Prasil
City Administrator / Secretary

10/16/2019

Date

Agenda Item

8. NEW BUSINESS

- a. Discussion and possible action on approving Ordinance 2019-10-21, an ordinance of the City of Teague, Texas ("City"), amending the City's Budget for Fiscal Year 2018-2019, providing that all other previous budget allocations shall be saved; and providing for severability and declaring an effective date.

CITY OF TEAGUE

ORDINANCE AMENDMENT No. 2019-10-21

FY 2018-2019 BUDGET AMENDMENTS

AN ORDINANCE OF THE CITY OF TEAGUE, TEXAS (“CITY”), AMENDING THE CITY’S BUDGET FOR FISCAL YEAR 2018-2019; PROVIDING THAT ALL OTHER PREVIOUS BUDGET ALLOCATIONS SHALL BE SAVED; AND PROVIDING FOR SEVERABILITY AND DECLARING AN EFFECTIVE DATE; (SEE ATTACHMENT ‘A’ AS IF COPIED VERBATIM WHICH HAS BECOME A PART HEREOF)

WHEREAS, pursuant to Section 102.010 the Texas Local Government Code (“LGC”), Chapter 102 of the LGC does not prevent the city’s governing body (“Board of Aldermen”) from making changes in the budget for municipal purposes; and

WHEREAS, the Board of Aldermen seeks to make various amendments to the 2018-2019 budget; and

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City has general authority to adopt an ordinance or police regulation that is for the good government, peace or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the Board of Aldermen finds it necessary and proper to amend the 2018-2019 Fiscal Year Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF TEAGUE, TEXAS AS FOLLOWS:

1. AMENDMENT

The City’s 2018-2019 fiscal year budget is hereby amended for the fiscal year 2018-2019 as set forth in Attachment “A” herein which has become a part hereof as if copied verbatim.

2. CUMULATIVE CLAUSE

This Ordinance shall be cumulative of all provisions of ordinances of the City of Teague, Texas, except where the provisions of this Ordinance are in direct conflict with the provisions of such ordinances, in which event the conflicting provisions of such ordinances are hereby repealed.

3. SEVERABILITY CLAUSE

That if any section, subsection, paragraph, clause, phrase, or provision of this Ordinance shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Ordinance as a whole or provision thereof, other than the part so decided to be invalid or unconstitutional.

4. SAVINGS CLAUSE

That all previous budget ordinances shall remain in full force and effect, save and except as amended by this Ordinance.

5. ENGROSSMENT & ENROLLMENT

The City Secretary of the City of Teague is hereby directed to engross and enroll this Ordinance by copying the caption, publication clause, and effective date clause in the minutes of the Board of Aldermen of the City of Teague and by filing this Ordinance in the ordinance records of the City.

6. EFFECTIVE DATE

The necessity for making and approving a budget for the fiscal year, as required by the laws of the State of Texas, requires that this Ordinance shall take effect immediately from and after its passage, as the law in such case provides.

7. PROPER NOTICE & MEETING

It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, and Chapter 551.

PASSED, APPROVED AND ADOPTED this, the 21st day of October 2019, by a vote of ___ (ayes) to ___ (nays) to ___ (abstentions) of the Board of Aldermen of Teague, Texas.

CITY OF TEAGUE:

by: _____
James Monks, Mayor

ATTEST:

Theresa Prasil, City Administrator/Secretary

ATTACHMENT "A"
FY 2018-2019 Budget Amendments

FY 2018-2019 Budget Amendments

Section 1. The Following line item amounts shall be increased in the City's General Fund. All increases will come from the budget surplus and will not require additional appropriations.

| | | |
|------------|--------------------------------|--------------|
| 03-41-5101 | Salary & OT | \$ 297.00 |
| 03-41-5202 | Ads & Public Notices | \$ 664.00 |
| 03-41-5203 | Printing | \$ 241.00 |
| 03-41-5206 | Telephone | \$ 2,254.00 |
| 03-41-5220 | Travel & Meals | \$ 507.00 |
| 03-41-5227 | Education & Training | \$ 916.00 |
| 03-41-5228 | Manuals/Subscription | \$ 50.00 |
| 03-41-5229 | Membership/Dues & Fees | \$ 64.00 |
| 03-41-5246 | Legal | \$ 6,619.00 |
| 03-41-5247 | TDCJ IDA | \$ 49,000.00 |
| 03-41-5262 | Teague EDC | \$ 31,000.00 |
| 03-41-5298 | Banking Charges | \$ 725.00 |
| 03-41-5360 | Water: New City Hall | \$ 476.00 |
| 03-41-5906 | Security Cameras, Lock Etc. | \$ 670.00 |
| 03-41-5918 | Computers | \$ 842.00 |
| 03-41-5919 | Computer Software | \$ 25,000.00 |
| 03-42-5206 | Telephone | \$ 986.00 |
| 03-43-5311 | Electric: CCtr/Over 55 | \$ 1,251.00 |
| 03-43-5368 | Water CC/O55/TWC | \$ 393.00 |
| 03-43-5406 | Over 55 Expenses | \$ 235.00 |
| 03-43-5701 | Repair & Maint:Bldg | \$ 1,093.00 |
| 03-43-5705 | Repair & Maint: Equipment | \$ 117.00 |
| 03-44-5206 | Telephone | \$ 1,612.00 |
| 03-44-5316 | Water: Fire Station | \$ 173.00 |
| 03-44-5920 | Internet Service | \$ 193.00 |
| 03-45-5206 | Telephone | \$ 876.00 |
| 03-45-5225 | Travel & Meals | \$ 5.00 |
| 03-45-5284 | Service Agreements | \$ 4.00 |
| 03-45-5351 | Gas: Library | \$ 132.00 |
| 03-45-5376 | Water: Library | \$ 221.00 |
| 03-45-5403 | Suuplies: Bldg & Maint | \$ 63.00 |
| 03-45-5800 | Library Grants | \$ 6,519.00 |
| 03-46-5100 | Salary | \$ 862.00 |
| 03-46-5103 | Retirement | \$ 270.00 |
| 03-46-5229 | Membership/Dues & Fees | \$ 15.00 |
| 03-46-5251 | Services: Professional | \$ 108.00 |
| 03-47-5231 | Insurance: General Liabilities | \$ 492.00 |
| 03-47-5316 | Water: Museum | \$ 221.00 |
| 03-47-5701 | Bldg. Repair & Maint. | \$ 363.00 |

| | | |
|------------|---|----------------------|
| 03-48-5109 | Clothing Allowance | \$ 1,195.00 |
| 03-48-5110 | Contract Mowing | \$ 16,520.00 |
| 03-48-5317 | Water: Ball Park | \$ 251.00 |
| 03-48-5319 | Park Renovations | \$ 34,431.00 |
| 03-48-5401 | Office Supplies | \$ 57.00 |
| 03-48-5403 | 8th Ave City Park Supplies/Maint | \$ 1,135.00 |
| 03-48-5404 | Christmas Decorations | \$ 1,450.00 |
| 03-48-5419 | Booker T Washington Park Supplies/Maint | \$ 1,965.00 |
| 03-48-5603 | Gas/Fuel | \$ 67.00 |
| 03-48-5715 | Repair & Maint: Facility | \$ 434.00 |
| 03-49-5109 | Clothing Allowance | \$ 3,561.00 |
| 03-49-5206 | Telephone | \$ 199.00 |
| 03-49-5228 | Manuals/Subscription | \$ 230.00 |
| 03-49-5253 | NNO | \$ 1,826.00 |
| 03-49-5301 | Electricity: New PD | \$ 372.00 |
| 03-49-5360 | Water: New PD | \$ 69.00 |
| 03-49-5401 | Supplies: Office | \$ 161.00 |
| 09-49-5601 | Vehicle Repair | \$ 3,390.00 |
| 03-49-5603 | Gas/Fuel | \$ 2,900.00 |
| 03-49-5701 | Repair & Maint:Bldg | \$ 5,550.00 |
| 03-50-5101 | Salary & OT | \$ 535.00 |
| 03-50-5105 | FICA | \$ 391.00 |
| 03-50-5109 | Clothing Allowance | \$ 2,046.00 |
| 03-50-5202 | Ads & Public Notices | \$ 20.00 |
| 03-50-5299 | Misc. Expense | \$ 29.00 |
| 03-50-5601 | Repair & Maint: Vehicle | \$ 986.00 |
| 03-50-5705 | Repair & Maint: Equipment | \$ 216.00 |
| 03-50-5709 | Repairs: Strts/Alley/Drainage | \$ 74.00 |
| 03-50-5905 | Equipment: Small | \$ 31.00 |
| 03-51-5298 | Comuters and Supplies | \$ 390.00 |
| 03-51-5299 | Expense: Misc. | \$ 145.00 |
| 03-51-5409 | Supplies: Election | \$ 3,237.00 |
| | TOTAL | \$ 219,392.00 |

Section 2. The following line item shall be increased in the City's General Fund. The increase will be allocated from Revenue Line Item 03-36-4990 Miscellaneous Revenue.

| | | |
|------------|----------------------|------------------|
| 03-41-5221 | Service Appreciation | \$ 260.00 |
| | TOTAL | \$ 260.00 |

Section 3. The following line item shall be increased in the City's General Fund. The increase will be allocated from Revenue Line Item 03-34-4590 Airport Grants.

| | | |
|------------|--------------------------|---------------------|
| 03-42-5715 | Repair & Maint: Facility | \$ 19,168.00 |
| | TOTAL | \$ 19,168.00 |

Section 4. The Following line item amounts shall be increased in the City's Utility Fund. All increases will come from the budget surplus and will not require additional appropriations.

| | | |
|------------|----------------------------|----------------------|
| 05-42-5101 | Salary & OT | \$ 2,523.00 |
| 05-42-5109 | Clothing Allowance | \$ 2,722.00 |
| 05-42-5201 | Postage and Freight | \$ 265.00 |
| 05-42-5205 | Mobile Comm. | \$ 229.00 |
| 05-42-5206 | Telephone | \$ 54.00 |
| 05-42-5227 | Education/Training | \$ 88.00 |
| 05-42-5361 | Bulk Water | \$ 1,682.00 |
| 05-42-5601 | Repair & Maint: Vehicle | \$ 2,359.00 |
| 05-42-5607 | Insurance: Vehicle | \$ 763.00 |
| 05-42-5727 | Sewer Jets | \$ 177.00 |
| 05-42-5945 | Truck | \$ 631.00 |
| 05-43-5100 | Salary | \$ 2,517.00 |
| 05-43-5101 | Salary & OT | \$ 3,633.00 |
| 05-43-5103 | City Retirement | \$ 268.00 |
| 05-43-5109 | Clothing Allowance | \$ 1,716.00 |
| 05-43-5206 | Telephone | \$ 126.00 |
| 05-43-5236 | Electricity, Water Wells | \$ 1,290.00 |
| 05-43-5253 | Permit Fees | \$ 182.00 |
| 05-43-5255 | Inspection Fees | \$ 555.00 |
| 05-43-5290 | Cash Over/Short | \$ 24.00 |
| 05-43-5601 | Vehicle Repr & Maint | \$ 2,184.00 |
| 05-43-5607 | Vehicle Ins | \$ 584.00 |
| 05-43-5713 | Plant Repr | \$ 187.00 |
| 05-43-5906 | Security Cameras & | \$ 222.00 |
| 05-43-5925 | Northline Project Expenses | \$ 271,659.00 |
| | TOTAL | \$ 296,640.00 |

TOTAL OVER ALL \$ 535,460.00

Agenda Item

8. NEW BUSINESS

- b. Discussion and possible action on recreating the position of Administrative Assistant in the Administration / Utility Office and appropriate the necessary funds for said position.

Agenda Item

8. NEW BUSINESS

- c. Discussion and possible action on approving temporarily modifying the office hours for the Administration / Utility Office on Wednesday's to close to the public at 12:00 P.M. for the months of November and December 2019.

Agenda Item

8. NEW BUSINESS

- d. Receive presentation from the Christmas in the Park's Committee regarding the 2019 Festivities.

Agenda Item

8. NEW BUSINESS

- e. Discussion and possible action on approving Resolution No: 2019-10-21 which authorizes the submission of a grant for Routine Airport Maintenance Program (Ramp Grant) at the Teague Municipal Airport for Fiscal Year 2020, in an amount not to exceed \$50,000.00; and authorizing compliance with the grant terms; and authorizing the Mayor to act as the city's executive officer and authorized representative in all matters pertaining to the city's participation in the Texas Department Of Transportation Grant For Routine Airport Maintenance Program.

RESOLUTION 2019-10-21

A RESOLUTION OF THE BOARD OF ALDERMEN OF THE CITY OF TEAGUE, TEXAS, AUTHORIZING THE SUBMISSION OF A GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM (RAMP GRANT) AT THE TEAGUE MUNICIPAL AIRPORT FOR FISCAL YEAR 2020, IN AN AMOUNT NOT TO EXCEED \$50,000.00; AND AUTHORIZING COMPLIANCE WITH THE GRANT TERMS; AND AUTHORIZING THE MAYOR TO ACT AS THE CITY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CITY'S PARTICIPATION IN THE TEXAS DEPARTMENT OF TRANSPORTATION GRANT FOR ROUTINE AIRPORT MAINTENANCE PROGRAM.

WHEREAS, the Board of Aldermen of the City of Teague finds it in the best interest of the citizens of Teague, Freestone County, Texas, that Teague Municipal Airport be operated and maintained for the Fiscal Year 2020; and

WHEREAS, the Texas Department of Transportation has offered grant money to the City contingent upon acceptance of the grant and its terms.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF TEAGUE, TEXAS:

That the City of Teague approves the submission and authorizes the acceptance of the Texas Department of Transportation Grant for Routine Airport Maintenance (RAMP Grant) for the Teague Municipal Airport for the Fiscal Year 2020 to offset the cost of airport maintenance and agrees to comply with all grant covenants. The Grant will be for fifty percent (50%) of the eligible cost or \$50,000.00, whichever is less, per fiscal year and subject to availability of state appropriations.

This resolution shall become effective immediately upon adoption.

DULY PASSED AND APPROVED BY THE BOARD OF ALDERMAN OF THE CITY OF TEAGUE, TEXAS, ON THIS 21st DAY OF OCTOBER 2019.

James Monks, Mayor
City Teague, Texas

Attest:

Theresa Prasil, City Administrator / Secretary

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

TxDOT Project ID.: M2017TEAG

Part I - Identification of the Project

TO: The City of Teague, 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 Teague, 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 TEAGUE - TEAGUE 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, 2020, 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. through the fence access shall be reviewed and approved by the State; 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 Teague, 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 Teague, Texas
Sponsor

Sponsor Signature

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the City of Teague, 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

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 A

Scope of Services
TxDOT Project ID: M2017TEAG

| Eligible Scope Item | Estimated Costs Amount A | State Share Amount B | Sponsor Share Amount C |
|---------------------|-----------------------------|-------------------------|---------------------------|
| GENERAL MAINTENANCE | \$55,000.00 | \$27,500.00 | \$27,500.00 |
| TOTAL | \$55,000.00 | \$27,500.00 | \$27,500.00 |

Accepted By: The City of Teague, 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.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2017TEAG

The City of Teague 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 Teague, Texas

By: _____

Title: _____

Date: _____

Certification of State Single Audit Requirements

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

(Designated Representative)

will comply with all requirements of the State of Texas Single Audit Act if the City of Teague, 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 Teague, 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

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2017TEAG

The City of Teague, 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 Teague, Texas

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

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

TxDOT Project ID.: M2017TEAG

Part I - Identification of the Project

TO: The City of Teague, 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 Teague, 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 TEAGUE - TEAGUE 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, 2020, 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. through the fence access shall be reviewed and approved by the State; 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 Teague, 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 Teague, Texas

Sponsor

Sponsor Signature

Sponsor Title

Certificate of Attorney

I, _____, acting as attorney for the City of Teague, 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

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 A

Scope of Services
TxDOT Project ID: M2017TEAG

| Eligible Scope Item | Estimated Costs Amount A | State Share Amount B | Sponsor Share Amount C |
|---------------------|-----------------------------|-------------------------|---------------------------|
| GENERAL MAINTENANCE | \$55,000.00 | \$27,500.00 | \$27,500.00 |
| TOTAL | \$55,000.00 | \$27,500.00 | \$27,500.00 |

Accepted By: The City of Teague, 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.

CERTIFICATION OF AIRPORT FUND

TxDOT Project ID: M2017TEAG

The City of Teague 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 Teague, Texas

By: _____

Title: _____

Date: _____

Certification of State Single Audit Requirements

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

(Designated Representative)

will comply with all requirements of the State of Texas Single Audit Act if the City of Teague, 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 Teague, 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

DESIGNATION OF SPONSOR'S AUTHORIZED REPRESENTATIVE

TxDOT Project ID: M2017TEAG

The City of Teague, 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 Teague, Texas

By: _____

Title: _____

Date: _____

DESIGNATED REPRESENTATIVE

Mailing Address: _____

Overnight Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Agenda Item

8. NEW BUSINESS

- f. Discussion and possible action on approving the office building lease contract from Heart Of Texas Workforce Solutions for the Workforce Center located at 517 Main Street:



INTERGOVERNMENTAL AGREEMENT FOR LEASE SPACE

Date: October 1, 2019
Contractor: City of Teague
Funding Source(s): Workforce Innovation and Opportunity Act
Temporary Assistance to Needy Families
Supplemental Nutrition Assistance Program
Wagner-Peyser Employment Services
Trade Act Activity
Child Care
Contract/Award Number: 13200301
Contract/Grand Period: September 1, 2018 – September 30, 2019

This is an agreement between the **Heart of Texas Workforce Development Board, Inc.**, and **The City of Teague**. Performance shall occur no earlier than **September 1, 2019** and shall be completed no later than **September 30, 2020**. All Contractor expenses must be incurred on or between these dates unless such dates have been modified in accordance with the provisions within this agreement.

Limit of obligation:

| | |
|---------------------------|-----------|
| Contract Year | 2019-2020 |
| Total Reimbursable Amount | \$18,000 |

| | |
|-------------------|-------------------------|
| Start Date | Anticipated Ending Date |
| September 1, 2019 | September 30, 2020 |


This Agreement represents purchase of lease space for the Teague Workforce Center for an additional year.

The parties hereto agree and understand that each of them may execute this Contract on different dates, but hereby acknowledge that the effective date of this Contract when fully executed by all parties shall be October 1, 2019.

THIS CONTRACT is duly executed this 1st day of October 2019.

FOR HEART OF TEXAS WORKFORCE DEVELOPMENT BOARD, INC.

By: _____


Anthony Billings
Executive Director
801 Washington, Suite 700
Waco, TX 76701

FOR EDUCATION SERVICE CENTER REGION 12
Fiscal Agent for HOTWDB

By: _____


Terry Marak
Chief Financial Officer
P.O. Box 23409
Waco, TX 76702

FOR LESSOR

By: _____

James Monks
Mayor
105 S. 4th Avenue
Teague, TX 75860-1601

THE STATE OF TEXAS

OFFICE BUILDING LEASE

COUNTY OF Freestone

TERMS AND DEFINITIONS

Made this 1st day of October 2019, by and between The City of Teague, as Lessor, known herein as LANDLORD, and the Heart of Texas Workforce Development Board, Inc., as Lessee, herein known as TENANT, through each party's duly authorized agent. The terms Landlord and Tenant shall be construed in the singular or plural number according as they respectively represent one or more than one person. Herein, "Landlord" means landlord and its agents, employees, or licensees.

WITNESSETH, that the said Landlord does by these presents lease and demise unto Tenant the following described property with improvements thereon, hereinafter called the PREMISES, to wit:

| | |
|---------------------------------|----------------------------|
| Approximate Square Feet: | 2,376 |
| Street Address: | 517 Main Street. |
| City, State, Zip: | Teague, Texas 75860 |

and Tenant does lease from Landlord such property suitable for Tenant's intended use, upon the conditions and covenants following.

Base Rent (monthly): **One Thousand Five Hundred Dollars (\$1,500.00)** beginning October 1, 2019. Utilities are included in the rent.

Term: **Twelve (12) months.** The Board reserves the option to review and renew for one-year terms thereafter unless this Contract is terminated by either party.

Commencement
Date: **September 1, 2019.**

The parties hereto agree and understand that each of them may execute this agreement on different dates, but hereby acknowledge that the effective date of this Agreement when fully executed by both parties shall be October 1, 2019.

Termination Date: September 30, 2019.

Use: The use of the premises shall be for the purpose of operation of the Workforce Center, including but not limited to office space, conference/meeting space, storage, revenue generating activities, parking, and related activities.

Insurance: Lessor shall provide general liability in an amount sufficient to cover any loss to lessee caused by a condition of the property or an act of omission of an agent or an employee of lessor. Lessee shall maintain liability insurance sufficient to cover any damage to Lessor's property or injury to Lessor's property or injury to a 3rd person caused by an act or omission of an agent or employee of lessee.

CLAUSES AND COVENANTS

A. Tenant agrees to:

1. Lease the Premises for the entire term beginning on the Commencement Date and ending on the Termination Date.
2. Accept the Premises in accordance with the plans therefor to be suitable for Tenant's intended use.
3. Obey all laws, ordinances, orders, and rules and regulations applicable to the use, condition, and occupancy of the Premises.
4. Pay monthly, by the fifteenth day of the month, the Base Rent to Landlord at Landlord's address (105 S. 4th Avenue, Teague, TX 75860-1601).
5. Allow Landlord to enter the premises to perform any of Landlord's obligations, and inspect the premises. In so doing, Landlord will not disrupt the business of Tenant.
6. Repair, replace, and maintain any part of the premises that Landlord is not obligated to repair, replace, or maintain, excepting normal wear and tear.
7. Repair any damage to the premises caused by Tenant.
8. Submit in writing to Landlord any request for repairs, replacement, and maintenance that are the obligations of Landlord.
9. Maintain public liability insurance for the premises and the conduct of Tenant's business.
10. Maintain insurance on Tenant's personal property.
11. Vacate the premises and return all keys to the premises on termination of this lease, if not renewed.

12. Pay for all operating expenses, including cleaning of the premises, and provide all necessary janitorial services. Landlord shall maintain property located in the area located outside of the surrounding occupied property.

B. Tenant agrees NOT to:

1. Use the premises for any purpose other than that stated in the lease Terms and Definitions.
2. Create a nuisance, interfere with Landlord's management of the building, permit any waste, or use the premises in any way that is extra hazardous, would increase insurance premiums, or would void insurance on the building.
3. Change Landlord's lock system.
4. Alter the premises without prior consent of Landlord.
5. Allow a lien to be placed on the premises.
6. Except as stated herein, assign this lease or sublease any portion of the Premises without Landlord's verbal consent. Tenant may sublet to other entities involved in the same use with Landlord's verbal consent.
7. Paint or otherwise decorate or deface the exterior of the building without prior consent of Landlord.
8. Signs installed by Tenant shall conform with applicable laws, or other applicable requirements. Tenant shall remove all signs, decorations, and ornaments at the expiration or termination of this lease and shall repair any damage and close any holes caused by the removal.

C. Landlord agrees to:

1. Lease to Tenant the premises for the entire term beginning on the Commencement Date and ending on the Termination Date.
2. Provide, at Landlord's expense, normal utility-service connections to the building, and the utilities themselves. Landlord shall not be required to provide computer cabling but shall coordinate activities with computer cable installers during construction of the leased property.
3. Repair, replace, and maintain the roof, foundation, parking facility; structural soundness of the exterior walls, doors, corridors, and windows; and other structures or equipment serving the premises, including HVAC, electrical, plumbing systems and interior problems resulting from the aforementioned items.
4. Construct or cause to be constructed to the building comprising the premises by a contractor selected by Landlord in its sole discretion in accordance with plans provided

by that contractor, subject to approval of Tenant, which approval shall not be unreasonably withheld. Landlord shall require Contractor to use its best efforts to conduct the construction in accordance with federal, state, and local statutes. As a further consideration for the execution of this lease, Landlord agrees to provide and maintain these premises including parking lot in compliance with standards defined in the American Disabilities Act (ADA). Should it be determined that compliance has not been met, Landlord agrees to make every effort to make the necessary corrections at Landlord's expense. If corrections have not been made in accordance with the ADA, then Tenant may terminate this lease at its discretion.

5. Hazardous materials. As a condition of this lease, Landlord warrants that the described lease space is free of "Hazardous Materials", as that phrase is defined herein. For purposes of this provision, the phrase "Hazardous Materials" shall mean and include any toxic materials including, without limitation, asbestos, materials containing any radioactive substances, petroleum base products, paints, solvents, lead, cyanide, DDT, acids pesticides, ammonium compounds, and any other substance forming a component part of the improvements which has heretofore or may in the future be determined to contain toxic wastes, hazardous materials, or undesirable substance injurious to the health of occupants living or working in or around the subject Property. Landlord hereby agrees to indemnify, defend, and hold HOTWDB harmless of and from any and all liability, claim, debt, damage, cost, or expense, including reasonable attorneys' fees, related to or arising out of or in any way connected to Hazardous Materials and/or toxic wastes and/or any other undesirable substances affecting the Property.
6. Landlord agrees not to interfere with Tenant's possession of the premises as long as Tenant is not in default.
7. Landlord agrees to provide public liability insurance for any condition or premises defect existing at any time in the leased premises and not created by Tenant.

Landlord and Tenant agree to the following:

1. Alterations. All alterations, additions and improvements, installed at expense of HOTWDB, shall remain the property of HOTWDB. Such alterations, additions, and improvements may only be made with the prior consent of Landlord, which consent shall not be unreasonably withheld. Upon termination of lease, HOTWDB shall remove any additions and improvements except trade fixtures. HOTWDB shall deliver the leased premises in good order and condition, natural deterioration only excepted. Any damage caused by the installation or removal of improvements shall be repaired at HOTWDB's expense prior to the expiration of the lease term. All alterations, improvements, additions, and repairs made by HOTWDB shall be made in good and workmanlike manner
2. Indemnity. To the extent any liability may exist under state law, Tenant agrees to indemnify Landlord for claims arising out of Tenant's operations on the leased premises. To the extent any liability may exist under state law, Landlord agrees to indemnify Tenant for all claims, which arrive out of any condition or premise defect existing on the leased premises not created by Lessee.

3. **Casualty/Total or Partial Destruction.**
 - a. If the premises are damaged by casualty and can be restored within one hundred eighty (180) days, Landlord will, at its expense, restore the premises to substantially the same condition as they existed before the casualty.
 - b. If the premises cannot be restored within the one-hundred eighty (180) days, Landlord has an option to restore or not to restore the premises. If Landlord chooses not to restore, this lease will terminate. If Landlord chooses to restore, it will notify Tenant of the estimated time to restore, and rent shall be adjusted accordingly as may be fair and reasonable for Tenant's inability to use the premises, in whole or in part, as described herein.
 - c. To the extent the premises are untenable after the casualty and the damage was not caused by Tenant, the rent will be adjusted as may be fair and reasonable.
4. **Condemnation/Substantial or Partial Taking.** If all or substantially all of the leased premises shall be taken by condemnation or conveyed in lieu thereof (hereinafter, "taking"), this Lease shall terminate as of the date possession is taken by the condemning authority, and all rent and other charges payable by Tenant shall be prorated as of such date. All compensation paid for such taking (other than amounts specifically paid for Tenant's leasehold improvements) shall be the property of Landlord. Any amounts specifically awarded for Tenant's leasehold improvement shall be Tenant's property. If a portion of the lease premises is taken, but Tenant is still reasonably able to use the remainder for the purpose for which the same is leased pursuant to this lease, then this lease shall remain in full force and effect, but rent shall be equitably adjusted based upon the portion of the leased premises taken and the loss of utility thereof. If such a substantial portion of the leased premises is taken such that Tenant may not reasonably use the leased premises for the purposes for which they are leased, then this lease shall terminate as of the date possession is taken by the condemning authority, and all rent and other charges payable by Tenant shall be prorated as of such date.
5. **Default by Landlord/Events.** Landlord is not in default under this lease unless Landlord fails to comply with any provision of this lease within thirty (30) days after written notice.
6. **Default by Landlord/Tenant's Remedies.** Tenant's remedies for Landlord's default is to sue for damages or seek other legal remedy.
7. **Default by Tenant/Landlord's Remedies.** If Tenant should default in performance of any of its obligations under this lease, and Tenant fails to cure such default within thirty days after written notice is given by Landlord to Tenant of the default, then Landlord may pursue the following remedies.
 - a. Landlord may terminate Tenant's right of possession of the leased premises and attempt to relet the same.

8. Default/Waiver/Mitigation. It is not a waiver of default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this lease does not preclude pursuit of other remedies in this lease or provided by law. Landlord and Tenant have a duty to mitigate damages.
9. If Landlord transfers its title or interest in the premises transferee shall continue the terms of this lease.
10. Alternative Dispute Resolution. Landlord and Tenant shall submit in good faith to mediation before filing a suit for damages.
11. Attorney's Fees. If either party retains an attorney to enforce this lease, the prevailing party is entitled to recover reasonable attorney's fees.
12. Venue. Venue is in the county in which the premises are located, i.e., Freestone County.
13. Entire Agreement. This lease, together with the attached exhibits, is the entire agreement of the parties, and there are no oral representations, warranties, agreements, or promises pertaining to this lease or to the expressly mentioned exhibits not incorporated in writing in this lease.
14. Amendment of Lease. This lease may be amended only by an instrument in writing signed by Landlord and Tenant.
15. Notices. Any notices required by this lease shall be deemed to be delivered (whether or not actually received) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to Landlord or Tenant at their addresses.
16. Abandoned Property. Landlord may retain, destroy, or dispose of any property left on the Premises at the end of the term. Landlord will notify Tenant in writing 5 days before property is disposed.
17. Advertisement of Premises. During the last thirty (30) days of the term or additional term, Landlord may place a sign on the premises advertising the premises for sale or rent, if lease is not renewed.
18. Funding for goods or services is contingent upon the Board's actual receipt and availability of funds from the Texas Workforce Commission.
19. This lease may be cancelled by HOTWDB or the Lessor for cause on the last day of any calendar month upon giving thirty (30) days written notice.

Agenda Item

8. NEW BUSINESS

- g. Discussion and possible action on approving the Flood Mitigation Project Grant Contract between the Texas Water Development Board and the City of Teague for the elevation project located at 28 Mimosa Lane.

FEMA FLOOD MITIGATION ASSISTANCE ELEVATION GRANT
28 MIMOSA LANE, TEAGUE, FREESTONE COUNTY, TEXAS 75860

WE BUILT OUR HOUSE IN 1986. IT DID NOT FLOOD UNTIL 2013.

Our first flood was on October 30, 2013, at 11:30 p.m. We had 22 inches of black water in the house. FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) defines black water as water containing pollutants such as sewage or chemicals. On the first floor, all upholstered furniture, some wood furniture, and a lot of personal property was ruined. The flood insurance does not pay replacement value for personal property and it is heavily depreciated. The carpet was ruined and had to be replaced. The cabinets were ruined and had to be replaced. All sheetrock and insulation had to be removed up to 4 feet. Industrial dehumidifiers and fans were brought in to dry out the wood. Antibacterial solution was sprayed on the walls, studs, and concrete floor. The total amount paid by FEMA for this flood was \$180,788.50. We were out of the house for over 5 months.

The next flood was in June of 2016. We had approximately 5 inches of black water in the house, and still had to do all of the things that were done in 2013. FEMA paid \$126,350.20 for this flood. We were out of the house for over 3 months.

The next flood was April 24, 2019. Enough black water came in to ruin the carpet. We removed the carpet and baseboards and kept living in the house. FEMA paid \$17,114.29 for this flood.

The next flood was a little over 3 weeks later, on May 18, 2019. We had 10 inches of black water in the house. FEMA has paid \$113,944.76 for repairs to the house after this flood. We moved out of the house at that time and continue to be out.

We do not know how long we will be able to keep flood insurance. Every time we flood the premium goes up. It has gone from \$301 per year in 1989 to \$2,393 this year. We are told by the State of Texas Water Development Board (TWDB) that the premium can go as high as \$40,000(e) yearly. If we elevate, and get the house above the flood plain, the premium will go back to closer to \$301 per year. As a condition of the grant, we and any future owners of the house are required to carry flood insurance for the life of the house.

We are not going to repair this house again until the house is elevated because there is no sense in continuing this cycle. With the lift, we still expect to be out of the house 2 years.

FORTUNATELY, WE HAD FLOOD INSURANCE WITH FEMA.

FEMA has a national program that will elevate a house out of the flood plain if the property has flooded at least 2 times, had flood insurance for both floods, and it is beneficial for FEMA to elevate in that it will save FEMA money in payment of future claims. FEMA utilizes a point system to award grants to properties. Not all properties that apply are awarded a grant. We hired an engineer to do a hydrological study on this house, which cost us \$24,401.92. The study was needed to provide required information for the grant. Cities with large portions of their population that flood already have this information. Teague doesn't because there is not a large portion of its population that floods. The house received a grant to elevate to 12.39 feet above its current elevation, which should prevent flooding in the future. This required elevation height is calculated by FEMA specific to this property and based on information contained in the hydrological study. We are required to pay 10% of the grant, being \$42,896. We write a check to the City for that amount, which will be disbursed to the elevation contractor, ARKITEKTURA DEVELOPMENT, INC., by the City in stages.

We have been working on this grant project for over 3 years now, since 2016.

The grant funds go from FEMA to TWDB to the City of Teague. Some cities/subdivisions in Texas participating in this 2017 program are: Nassau Bay, Jersey Village, Bevil Oaks, Orange, and Houston. Some cities solicit known flood properties to help their citizens. The City must sign a contract with the State to oversee the grant. All participating entities sign essentially the same contract. Excluding our grant, the State of Texas alone received \$20,718,037.40 in elevation grants from FEMA for the year 2017, our grant year. The grants are limited to the property subject of the grant. The funds cannot be used for other projects or properties.

THIS GRANT DOES NOT COST THE CITY OF TEAGUE ANYTHING.

Actions by the City to date:

| | |
|--|---|
| September 11, 2017 | City told TWDB that they wanted to apply and participate in the grant. |
| October 16, 2017 | The City Council unanimously passed Resolution 2017-10-16 to apply for the grant. The grant was unanimously approved by the City Council. |
| October 23, 2017 | TWDB was directed by the City to apply to FEMA for the grant on behalf of the City. |
| October 25, 2018 and November 1, 2018 | Request for Qualifications (RFQ) published in The Teague Chronicle. |
| November 8, 2018 | RFQ's opened by the City of Teague. |
| November 19, 2018 | City of Teague approved ARKITEKTURA DEVELOPMENT, INC., as elevation contractor. |

A building permit has been approved for the City by VERITAS, but the permit has not been issued.

We have given the City of Teague a letter agreeing to reimburse the City for any expenses related to overseeing the elevation and a letter from our bank showing we have adequate funds on account to cover such reimbursement. In this process we will sign a contract with the City of Teague containing an indemnity agreement from us to the City.

The contract with the State of Texas provides that the City of Teague can be reimbursed up to \$15,000 for expenses actually incurred and up to \$5,500 for hiring a construction consultant.

STATE OF TEXAS

TWDB Contract No. 1700012333

COUNTY OF TRAVIS

Flood Mitigation Assistance
Project Grant
City of Teague

This Contract (hereinafter CONTRACT) is entered into by and between the TEXAS WATER DEVELOPMENT BOARD (TWDB), the Grantee serving as the administrator of the Federal Emergency Management Agency's (FEMA) Flood Mitigation Assistance Program, and the City of Teague, the Subrecipient (CONTRACTOR).

SECTION I. SPECIFIC CONDITIONS AND EXCEPTIONS
TO STANDARD AGREEMENT

ARTICLE I. DEFINITIONS: For the purposes of this CONTRACT, the following terms or phrases shall have the meaning ascribed therewith:

1. TWDB/RECIPIENT - The Texas Water Development Board, Data Universal Number System (DUNS) No. 091209978 or its designated representative
2. FEMA - Federal Emergency Management Agency
3. FMA – Flood Mitigation Assistance Program, Catalog of Federal Domestic Assistance (CFDA) No. 97.029
4. 2 CFR PART 200 – Title 2 of the Code of Federal Regulations, PART 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “SuperCircular”.
5. CONTRACTOR/SUBRECIPIENT –City of Teague, DUNS No. 076708676
6. EXECUTIVE ADMINISTRATOR - The Executive Administrator of the TWDB or its designated representative
7. PARTICIPANTS - N/A
8. REQUIRED INTERLOCAL AGREEMENT(S) - N/A
9. FEMA APPROVAL DATE – September 26, 2018
10. TWDB APPROVAL DATE – May 17, 2018
11. PROJECT AREA - The project area is more specifically defined in Exhibit B (the original grant application).

12. DEADLINE FOR CONTRACT EXECUTION – December 13, 2019
13. CONTRACT EFFECTIVE DATE – August 14, 2017
14. PROJECT COMPLETION DATE – March 21, 2021
15. CONTRACT EXPIRATION DATE – May 21, 2021
16. TOTAL PROJECT COSTS –\$428,963.68
17. FEDERAL SHARE OF THE TOTAL PROJECT COSTS - Not to exceed \$386,067.31
18. LOCAL SHARE OF THE TOTAL PROJECT COSTS – is estimated to be \$42,896.37as shown in Exhibit D
19. PAYMENT REQUEST SUBMISSION SCHEDULE - Quarterly
20. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT OF THIS CONTRACT –
(ALL SPECIAL CONDITIONS ARE SUBJECT TO THE INDIVIDUAL CONTRACT CIRCUMSTANCES.)
 - a. Section II, Article VII, Item 4, the following additional paragraph is added:
The CONTRACTOR shall develop standard subcontract/agreement templates for use with individual homeowners. The CONTRACTOR shall submit the standard subcontract/agreement templates to the EXECUTIVE ADMINISTRATOR for review and approval prior to use or execution of any documents with individual homeowners. Any subsequent modifications to the approved template must also be submitted for review and approval by the EXECUTIVE ADMINISTRATOR prior to use. The CONTRACTOR and its subcontractor shall maintain all agreements entered into and relating to the work under this CONTRACT.
 - b. In accordance with Section II, Article VII, upon request from the CONTRACTOR, the TWDB will advance funds for the elevation of structures not to exceed 50 percent of the elevation cost or not to exceed the amount of the first two draws as prescribed in the subcontract between the homeowner and the CONTRACTOR. Subsequent payment request will be reimbursement only after 100 percent of advance requests funds have been expended and reconciled. All advance requests by the CONTRACTOR must include a narrative progress report and justification for the advance of funds, which shall include an executed copy of any subcontract documents between the homeowner and the CONTRACTOR and a timeframe for completion of work under each subcontract.

SECTION II. STANDARD AGREEMENT

ARTICLE I. RECITALS

WHEREAS, the CONTRACTOR applied through the TWDB for a FEMA project grant under the FMA program to mitigate specific flood problems as identified in Exhibit B, the original grant application which is incorporated herein and made a permanent part of this CONTRACT;

WHEREAS, the CONTRACTOR and PARTICIPANTS will commit cash and/or in-kind services to pay for the LOCAL SHARE OF THE TOTAL PROJECT COSTS;

WHEREAS, the CONTRACTOR is the entity that will receive grant funds and will be responsible for the execution of this CONTRACT and compliance with the FMA requirements;

WHEREAS, on the FEMA APPROVAL DATE, the FEMA approved the CONTRACTOR's application for financial assistance;

NOW, THEREFORE, the TWDB and the CONTRACTOR agree as follows:

ARTICLE II. AGREEMENTS

1. The United States of America, through the Director of the FEMA, has agreed to fund to the CONTRACTOR, through the TWDB, the FEDERAL SHARE OF THE TOTAL PROJECT COSTS. By acceptance of the funds awarded, the CONTRACTOR agrees to abide by the terms and conditions of this CONTRACT as set forth in this document and the documents identified therein and made a part hereof by reference.
2. Services and activities provided under this CONTRACT shall be in strict compliance with the requirements of the Texas Government Code, Chapter 742, as well as Exhibit A, the FEMA Award Package.
3. The CONTRACTOR will provide Flood Mitigation Assistance to the PROJECT AREA, as delineated and described in Exhibit B, the original grant application, and according to the implementation plan approved by the TWDB.

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance of this CONTRACT shall be from the CONTRACT EFFECTIVE DATE to the PROJECT COMPLETION DATE, unless otherwise amended.

ARTICLE IV. FEDERAL LAWS AND RULES THAT APPLY

FEMA requires all grant recipients and subrecipients to comply with Federal laws and rules. These Federal laws and rules are listed in Article VIII of the FEMA Award Package (Exhibit A) which is incorporated herein and made a permanent part of this CONTRACT. The CONTRACTOR will comply with all Federal laws and rules listed in Exhibit A.

ARTICLE V. GENERAL TERMS AND CONDITIONS

The specific terms and conditions of this CONTRACT are as follows:

1. The TWDB shall reimburse the CONTRACTOR for costs determined by the FEMA to be allowable, allocable, and reasonable in accordance with 2 CFR PART 200.
2. The CONTRACTOR shall follow matching or cost sharing requirements found in 2 CFR PART 200, of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as required.
3. The project will be administered by the CONTRACTOR as per the Hazard Mitigation Assistance (HMA) Unified Guidance in effect when the application (Exhibit B) was submitted to the FEMA which is available at www.fema.gov.
4. The CONTRACTOR shall notify the TWDB of the transfer to the FEMA, the appropriate share, based on the Federal support percentage, of any refund, rebate, credit, or other accounts arising from the performance of this CONTRACT, along with accrued interest, if any to the extent permitted by State and Federal law. The CONTRACTOR shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with the TWDB and the FEMA in any claim or suit in connection with the amounts due.
5. Construction Project Requirements
 - a. Acceptance of federal funding requires the FEMA, the TWDB and the CONTRACTOR to comply with all federal, state, and local laws prior to the start of any construction activity. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
 - b. Any changes to the TWDB and the approved scope of work (Exhibits A and B) will require re-evaluation by the TWDB and the FEMA for the CONTRACTOR compliance with the National Environmental Act and other laws and Executive Orders.

- c. If ground disturbing activities occur during construction, the CONTRACTOR must ensure monitoring of the ground disturbance and, if any potential archeological resources are discovered, the CONTRACTOR will immediately cease construction in that area and notify the TWDB and the FEMA.
6. Copyright. The TWDB and the FEMA reserve a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use the work for governmental purposes. Any publication resulting from work performed under this CONTRACT shall include an acknowledgement of the FEMA financial support and a statement that the publication does not constitute an endorsement nor reflect the views by the FEMA or the TWDB.
7. No subsequent grant, monetary increase amendments, or time extension amendments will be approved unless all overdue financial or performance reports have been submitted by the CONTRACTOR to the TWDB. Exceptions to this policy can be approved only by the FEMA.
8. No Debt Against the State. This CONTRACT does not create any debt by or on behalf of the State of Texas and the CONTRACTOR and the TWDB (PARTIES). The PARTIES' obligations under this CONTRACT are contingent upon the availability of appropriated funds and the continued legal authority of the TWDB to enter into this CONTRACT.
9. Independent Contractor and Insurance. For the purposes of this CONTRACT, the CONTRACTOR will be considered an independent contractor and, therefore, solely responsible for liability resulting from negligent acts or omissions and shall act in an individual capacity and not as agents, employees, partners, joint ventures, or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. The CONTRACTOR shall obtain all necessary insurance, in the judgment of the CONTRACTOR, to protect itself from liability arising out of this CONTRACT.
10. Procurement Laws.
 - a. The CONTRACTOR shall comply with applicable State of Texas procurement laws, rules and policies, as well as 2 CFR, PART 200.319 -326, Methods of Procurement, including but not limited to competitive bidding and the Professional Services Procurement Act, Government Code, Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.

The CONTRACTOR must comply with all regulations listed in 2 CFR Part 200 and

state law and procedure for the purchase of equipment and supplies.

- b. Buy Texas: In accordance with Section 2155.4441 of the Texas Government Code, CONTRACTOR agrees that during the performance of a contract for services it shall purchase products and materials produced in Texas when they are available at a price and time comparable to products and materials produced outside this state.
- c. E-Verify Program: CONTRACT certifies that for contracts for services, CONTRACTOR shall utilize the U.S. Department of Homeland Security's E-Verify system during the term of the Contract to determine the eligibility of: (1) all persons employed by CONTRACTOR to perform duties within Texas; and (2) all persons, including subcontractors, assigned by CONTRACTOR to perform work pursuant to the CONTRACT within the United States of America.

11. Right to Audit.

- a. The CONTRACTOR and its subcontractors shall maintain all financial accounting documents and records, including copies of all invoices and receipts for expenditures, relating to the work under this CONTRACT. The CONTRACTOR shall make such documents and records available for examination and audit by the EXECUTIVE ADMINISTRATOR or any other authorized entity of the State of Texas. The CONTRACTOR's financial accounting documents and records shall be kept and maintained in accordance with generally accepted accounting principles and for a minimum of seven years following the completion of the CONTRACT. By executing this CONTRACT, the CONTRACTOR accepts the authority of the Texas State Auditor's Office to conduct audits and investigations in connection with all funds received pursuant to this CONTRACT. The CONTRACTOR shall comply with directives from the Texas State Auditor and shall cooperate in any such investigation or audit. The CONTRACTOR agrees to provide the Texas State Auditor with access to any information the Texas State Auditor considers relevant to the investigation or audit. The CONTRACTOR also agrees to include a provision in any subcontract related to this CONTRACT that requires the subcontractor to submit to audits and investigation by the Texas State Auditor's Office in connection with all state funds received pursuant to the subcontract.
- b. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the CONTRACT or indirectly through a subcontract under the CONTRACT. The acceptance of funds directly under the CONTRACT or indirectly through a subcontract under the 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. Under the direction of the legislative audit committee, an

entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- c. The CONTRACTOR shall make such documents and records available for examination and audit by the Federal Government and records shall be kept and maintained in accordance with generally accepted accounting principles and for a minimum of seven years following the submission of the final Federal Financial Report.
12. **Force Majeure.** Neither CONTRACTOR nor the TWDB shall be liable to the other for any delay in or failure of performance of any requirement included in the CONTRACT caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed, provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, fires, explosions, hurricanes, floods, failure of transportation, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within five business days of the existence of such force majeure or otherwise waive this right as a defense.
13. **Severance Provision.** Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or, for any reason whatsoever, of no force and effect, such provision(s) shall be construed as severable from the remainder of this CONTRACT and shall not affect the validity of all other provisions of this CONTRACT which shall remain in full force and effect.
14. **Registration Requirement.** Pursuant to the FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006, Pub. L. 109-282, the CONTRACTOR is required to obtain a Data Universal Numbering System (DUNS) number and register with Central Contractor Registration (CCR) and maintain current registration at all times during which this Agreement is in effect.
15. **Indemnification.** CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND THE TWDB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUBCONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS

ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND THE TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

16. Entities that Boycott Israel. Pursuant to Texas Government Code § 2270.002, CONTRACTOR certifies that either (i) it meets an exemption criteria under § 2270.002; or (ii) it does not boycott Israel and will not boycott Israel during the term of the contract resulting from this solicitation. CONTRACTOR shall state any facts that make it exempt from the boycott certification.
17. Governing Law and Venue. The CONTRACT will be governed by the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under the CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the TWDB.
18. Excess Obligations Prohibited. The CONTRACT is subject to termination or cancellation without penalty to TWDB, either in whole or in part, subject to the availability of state funds.
19. False Statements. If signs its sub application with a false statement or it is subsequently determined that CONTRACTOR has violated any of the representations, guarantees, warranties, certifications or affirmations included in its bid or response, CONTRACTOR will be in default under the CONTRACT and the TWDB may terminate or void the CONTRACT.
20. Child Support Obligation. Under Texas Family Code § 231.006, Respondent certifies that the individual or business entity named in its proposal is not ineligible to receive the specified payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.
21. Dealings with Public Servants. Pursuant to Texas Government Code § 2155.003, CONTRACTOR represents and warrants that it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the goods or services being supplied.
22. Debts and Delinquencies. CONTRACTOR agrees that any payments due under the CONTRACT will be applied towards any debt or delinquency that is owed to the State of Texas, including but not limited to delinquent taxes, delinquent student loan payments and delinquent child support.

23. Disaster Recovery Plan. Upon request of the TWDB, CONTRACTOR shall provide the descriptions of its business continuity and disaster recovery plans.
24. Excluded Parties. CONTRACTOR certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224.
25. Executive Head of a State Agency. Under Texas Government Code § 669.003, Respondent certifies that it does not employ, or has disclosed its employment of, any former executive head of the TWDB. If Section 669.003 applies, CONTRACTOR must provide the following information:
Name of Former Executive: _____
Name of State Agency: _____
Date of Separation from State Agency: _____
Position with Respondent: _____
Date of Employment with Respondent: _____
26. Financial Participation Prohibited. Pursuant to Texas Government Code § 2155.004(a), CONTRACTOR certifies that neither CONTRACTOR nor any person or entity represented by CONTRACTOR has received compensation from the TWDB or any agency of the State of Texas for participation in the preparation of the specifications for this bid or proposal. Texas Government Code § 2155.004(b), CONTRACTOR certifies that the individual or business entity named in this bid or response is not ineligible to receive the specified CONTRACT and acknowledges that the CONTRACT may be terminated, and payment withheld if this certification is inaccurate.
27. Foreign Terrorist Organizations. CONTRACTOR represents and warrants that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Texas Government Code § 2252.152.
28. Lobbying Prohibition. CONTRACTOR represents and warrants that the TWDB's payments to CONTRACTOR and CONTRACTOR's receipt of appropriated or other funds under the CONTRACT are not prohibited by Texas Government Code §§ 556.005 or 556.0055, related to the prohibition on payment of state funds to a lobbyist or for lobbying activities.
29. Prior Disaster Relief Contract Violation. Texas Government Code §§ 2155.006 and 2261.053 prohibit state agencies from accepting a Response or awarding a CONTRACT that includes proposed financial participation by a person who, in the past five years, has been convicted of violating a federal law or assessed a penalty in connection with a CONTRACT involving relief for Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005, as defined by Texas Government Code § 418.004. Under Texas Government Code §§ 2155.006 and 2261.053, CONTRACTOR certifies that the individual or business entity named in the CONTRACT is not ineligible to receive the specified CONTRACT and acknowledges that this CONTRACT may be terminated, and payment withheld if this

certification is inaccurate.

ARTICLE VI. STANDARDS OF PERFORMANCE.

1. **Personnel.** The CONTRACTOR shall assign only qualified personnel to perform the services required under this CONTRACT. The CONTRACTOR shall be responsible for ensuring that any subcontractor utilized shall also assign only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skills, and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.
2. **Professional Standards.** The CONTRACTOR shall provide the services and deliverables in accordance with applicable professional standards. The CONTRACTOR represents and warrants that the CONTRACTOR is authorized to acquire subcontractors with the requisite qualifications, experience, personnel, and other resources to perform in the manner required by this CONTRACT.
3. **Antitrust.** In accordance with Texas Government Code § 2155.005, neither CONTRACTOR nor the firm, corporation, partnership, or institution represented by Respondent, or anyone acting for such firm, corporation, partnership or institution, has (1) violated any provision of the Texas Free Enterprise and Antitrust Act of 1983, Chapter 15 of the Texas Business and Commerce Code, or the federal antitrust laws; or (2) communicated directly or indirectly the contents of its proposal to any competitor or any other person engaged in the same line of business as CONTRACTOR.
4. **No Conflict of Interest.** CONTRACTOR represents and warrants that the provision of goods and services or other performance under the CONTRACT will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. The CONTRACTOR also represents and warrants that, during the term of this CONTRACT, the CONTRACTOR will immediately notify the TWDB, in writing, of any potential conflict of interest that could adversely affect the TWDB.
5. **The CONTRACTOR** represents and warrants that neither the CONTRACTOR nor any person or entity that will participate financially in this CONTRACT has received compensation from the TWDB or any agency of the State of Texas for participation in the preparation of specifications for this CONTRACT. The CONTRACTOR represents and warrants that they have not given, offered to give, and does not intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with this CONTRACT.
6. **Proprietary and Confidential Information.** The CONTRACTOR warrants and

represents that any information that is proprietary or confidential and is received by the CONTRACTOR from the TWDB or any governmental entity, shall not be disclosed to third parties without the written consent of the TWDB or applicable governmental entity, whose consent shall not be unreasonably withheld.

7. Public Information Act. Information, documentation, and other material in connection with this CONTRACT may be subject to public disclosure pursuant to Texas Government Code Chapter 552 (the "Public Information Act"). In accordance with Texas Government Code § 2252.907, CONTRACTOR is required to make any information created or exchanged with the state pursuant to the CONTRACT and not otherwise excepted from disclosure under the Public Information Act available in a format that is accessible to the public at no additional charge to the State. The CONTRACTOR shall produce all documents upon request of the TWDB within five business days when the documents are requested.
8. Accurate and Timely Record Keeping. The CONTRACTOR warrants and represents that the CONTRACTOR will keep timely, true, accurate and honest books and records relating to the work performed and the payments received under this CONTRACT according to generally accepted accounting standards. Further, the CONTRACTOR agrees to create such books and records at or about the time the transaction reflected in the books and records occur.
9. Dispute Resolution. The dispute resolution process provided for in Chapter 2260 of the Texas Government Code must be used by the TWDB and the CONTRACTOR to attempt to resolve all disputes arising under the CONTRACT.
10. Contract Administration. The TWDB shall designate a contract manager for this CONTRACT. The contract manager will serve as the point of contact between the TWDB and the CONTRACTOR. The TWDB's Contract Manager shall supervise the TWDB's review of the CONTRACTOR's technical work, deliverables, draft reports, final report, payment requests, schedules, financial and budget administration, and similar matters. The contract manager does not have any expressor implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.

ARTICLE VII. DISTRIBUTING GRANT FUNDS

1. The TWDB agrees to compensate and reimburse the CONTRACTOR in a total amount not to exceed the FEDERAL SHARE OF THE TOTAL PROJECT COSTS for costs incurred and paid by the CONTRACTOR pursuant to performance of this CONTRACT. The CONTRACTOR will contribute local matching funds in sources and amounts defined as the LOCAL SHARE OF THE TOTAL PROJECT COSTS. The TWDB shall reimburse the CONTRACTOR for one hundred percent (100%) of FEDERAL SHARE OF THE TOTAL PROJECT COSTS of each invoice up to ninety percent (90%)

of the total FEMA share pending the CONTRACTOR's performance and the TWDB's review and approval of project completion according to the specific close-out requirements for FMA, at which time the TWDB shall pay the remaining ten percent (10%) to the CONTRACTOR. The costs share per property is detailed in Exhibits A, B and D.

Notwithstanding the above referenced paragraph, the TWDB may provide advance funds to the CONTRACTOR to minimize the time elapsing between the transfer of funds and their disbursement by the CONTRACTOR. Such advance funds shall be in compliance with FEMA regulations, including but not limited to 2 CFR PART 200. The CONTRACTOR understands and agrees that it has no right to such advances, but that the TWDB, in its sole discretion, may from time to time agree to advance payments before submitting any subcontractor invoices.

2. Before submitting any subcontractor's invoices, the CONTRACTOR shall submit to the TWDB, a copy of all procurement documents, the scoresheets for all respondents, and the official submittal of the selected subcontractor.
3. The CONTRACTOR must submit an implementation plan for review and approval by the TWDB, prior to the commencement of construction activities. The approved implementation plan will then become a permanent part of this CONTRACT as Exhibit C.
4. Requests for advance or reimbursement of subcontractor expenses will only be considered where such subcontractor procurement(s) have been submitted and where such subcontracts or agreements have been determined acceptable by the EXECUTIVE ADMINISTRATOR as described herein. The EXECUTIVE ADMINISTRATOR must provide written review and acceptance of contracts or agreements between the CONTRACTOR and subcontractor(s) and between such subcontractors and any other subcontractors prior to the CONTRACTOR finalizing such subcontracts or agreements. All subcontract agreements must include the DUNS number for the subcontractor. The purpose of this review is solely to ensure that the subcontracts and agreements are consistent with this CONTRACT and that the rights of the TWDB are protected. The CONTRACTOR understands that the CONTRACTOR should obtain its own legal review of subcontracts and agreements that the CONTRACTOR enters into. The CONTRACTOR agrees that the TWDB assumes no legal obligations under its subcontracts or agreements and is merely a third-party beneficiary of the same. Each subcontract or agreement shall include a detailed budget estimate with specific cost details for each task or specific item of work to be performed by the subcontractor and for each category of reimbursable expenses. The subcontracts shall conform to the terms of the CONTRACT and include provisions which require subcontractor compliance with the TWDB rules. The CONTRACTOR must adhere to all requirements in state law and the TWDB rules pertaining to the procurement of professional services. Subcontracts for surveying activities will not be required.

5. The CONTRACTOR shall submit advance or payment requests and the required documentation for reimbursement according to the PAYMENT REQUEST SUBMISSION SCHEDULE and in accordance with the approved task and expense budgets contained in Exhibit D to this CONTRACT.
6. The CONTRACTOR has budget flexibility within task and expense budget categories to the extent that the resulting change in amount, in any one task or expense category, does not exceed ten (10%) percent of the total authorized amount by this CONTRACT. Larger deviations shall require approval by EXECUTIVE ADMINISTRATOR or designee and the FEMA (as per 2 CFR PART 200 of the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) which will be documented through an Approved Budget Memorandum to the TWDB contract file. The CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amount.
7. For all reimbursement requests, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have determined that the REQUIRED INTERLOCAL AGREEMENT(S) and contracts or agreements between the CONTRACTOR and the subcontractors are consistent with the terms of this CONTRACT. The CONTRACTOR is fully responsible for paying all charges by subcontractors prior to reimbursement by the TWDB.
8. The CONTRACTOR and its subcontractors shall maintain timely, true, and accurate financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR. Accounting by the CONTRACTOR and its subcontractors shall be in a manner consistent with Generally Accepted Accounting Principles (GAAP).
9. If the CONTRACTOR chooses and is authorized by TWDB for the advance method for distribution of grant funds under Section I, Item 20 and submits a Request for Advance Checklist to the EXECUTIVE ADMINISTRATOR, the TWDB will advance to the CONTRACTOR a percentage of the amount shown in Exhibit D, but not to exceed the amounts of the TOTAL PROJECT COSTS.
10. When the CONTRACTOR has incurred expenses sufficient to reconcile the advance received, the CONTRACTOR will submit an Advance Request to the EXECUTIVE ADMINISTRATOR for another advance of the FEDERAL SHARE OF THE TOTAL PROJECT COSTS. The CONTRACTOR will attach to the Request for Advance Checklist, the most recent written performance report described in Article IX, Item 1 of this Section and the documentation listed in Item 10 below. Any expenses incurred by the CONTRACTOR above the amount of the previous advance shall be

reimbursed to the CONTRACTOR based on the percentage of the FEDERAL SHARE OF THE TOTAL PROJECT COSTS of this CONTRACT.

11. The CONTRACTOR shall submit a signed and completed Reimbursement or Advance request using the spreadsheet located at:
http://www.twdb.texas.gov/about/contract_admin/index.asp.
 - A. CONTRACTOR shall have a Program Performance Report (SF-PPR) submitted to the TWDB as required by Article IX Item 1 of this section.
 - B. A completed reimbursement or advance request spreadsheet-which includes the following information:
 - (1) TWDB Contract Number;
 - (2) Billing period; beginning (date) to ending (date);
 - (3) TOTAL PROJECT COSTS expenses incurred for this period broken down by budget categories contained in EXHIBIT D;
 - (4) Total In-kind services, if applicable;
 - (5) Less LOCAL SHARE OF THE TOTAL PROJECT COSTS for the billing period, if applicable;
 - (6) Total FEDERAL SHARE OF THE TOTAL PROJECT COSTS for the billing period;
 - (7) TOTAL PROJECT COSTS to be reimbursed or advanced by the TWDB for the billing period; and
 - (8) Certification, signed by the CONTRACTOR authorized representative, that the expenses submitted for the billing period are a true and correct representation of amounts paid for work performed directly related to this CONTRACT.
 - (9) Supporting documentation of incurred expenses by the CONTRACTOR as required. This List is located at
http://www.twdb.texas.gov/about/contract_admin/index.asp
12. Within 30 days of the EXECUTIVE ADMINISTRATOR's final accounting of the amounts expended by the CONTRACTOR and the amounts advanced by the TWDB to the CONTRACTOR, the CONTRACTOR will refund to the TWDB any advances not used for expenses approved by the EXECUTIVE ADMINISTRATOR. If the amounts expended by the CONTRACTOR exceed the amounts advanced by the TWDB, the EXECUTIVE ADMINISTRATOR will provide such differences to the CONTRACTOR, if not in excess of the FEDERAL SHARE OF THE TOTAL PROJECT COSTS.
13. Reimbursement Requests that lack required documentation will be denied or short paid if deficiencies are not resolved within 10 business days. Denied Reimbursement Requests or eligible expenses that were short paid must be resubmitted by the CONTRACTOR with the required documentation to be reconsidered for reimbursement within 30 business days
14. If for some reason the reimbursement request cannot be processed due to the need

for an amendment to the CONTRACT, the CONTRACTOR will be required to resubmit the Payment Request Checklist dated after the execution of the amendment.

15. The CONTRACTOR is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of the travel expenses authorized and approved by the State of Texas under this CONTRACT.
16. The CONTRACTOR is responsible for submitting any final payment request and documentation for reimbursement, along with a request to release any retained funds, no later than 45 days following the PROJECT COMPLETION DATE. Failure to submit a timely final payment request may result in the release of the retained funds to the CONTRACTOR and a lapse and closure of any other remaining funding under this CONTRACT.

ARTICLE VIII. FINANCIAL REPORTS

1. The CONTRACTOR shall submit an original TWDB Quarterly Financial Report (TWDB QFR) and Federal Financial Report (FFR, SF-425) to the TWDB's Contract Manager within 15 days following the end of each federal quarter of the PROJECT with the exception of the final reports which shall be due 45 days after the PROJECT COMPLETION DATE.
2. If applicable, the CONTRACTOR shall submit any other reports as stated in Exhibit A of this CONTRACT.

ARTICLE IX. PERFORMANCE REPORTING

1. Quarterly. The CONTRACTOR shall submit an original Program Performance Report (SF-PPR) and any supporting documentation to the TWDB's Contract Manager within 15 days following the end of each federal quarter in accordance with Section II., Article V, Item 3.
2. Final Report. The CONTRACTOR shall submit an original final Program Performance Report (SF-PPR), Federal Financial Report (FFR, SF-425), and any supporting documentation which details all the work performed under the CONTRACT according to the specific close-out requirements according to Section II., Article V, and Item 3. The reports shall be submitted to the TWDB's Contract Manager within 45 days following the PROJECT COMPLETION DATE.

ARTICLE X. AMENDMENT, TERMINATION, AND STOP ORDERS

1. Notice. The TWDB, CONTRACTOR, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The CONTRACTOR's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Closeout of the Grant Agreement will be commenced and processed as prescribed under Section II., Article V, and Item 3.
2. Discontinuation of Work. Upon receiving notice of termination, the CONTRACTOR will discontinue work in accordance with the EXECUTIVE ADMINISTRATOR's termination instructions.

Further, the CONTRACTOR will delay or terminate all applicable orders and subcontracts immediately

3. Unpaid Balances. In the event that this CONTRACT is terminated, the TWDB's only liability will be to pay the CONTRACTOR the unpaid balance due the CONTRACTOR for work actually performed.
4. The EXECUTIVE ADMINISTRATOR may issue a Stop Work Order to the CONTRACTOR at any time. Upon receipt of such order, the CONTRACTOR shall discontinue all work under this CONTRACT and cancel all orders pursuant to this CONTRACT, unless the order directs otherwise. If the EXECUTIVE ADMINISTRATOR does not issue a Restart Order within 60 days after receipt by the CONTRACTOR of the Stop Work Order, the CONTRACTOR shall regard this CONTRACT terminated in accordance with the foregoing provisions.
5. The EXECUTIVE ADMINISTRATOR can extend the PROJECT COMPLETION DATE upon written approval from the FEMA. The CONTRACTOR should notify the EXECUTIVE ADMINISTRATOR in writing within 90 days prior to the PROJECT COMPLETION DATE if an extension is required.
6. If termination of the CONTRACT occurs, the procedures described in 2 CFR PART 200, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, will be followed.

ARTICLE XI. CORRESPONDENCE, REPORTS, AND REIMBURSEMENTS

All correspondence, reports, and reimbursements related to this CONTRACT shall be made to the following addresses:

For the TWDB:

Contract Issues:

Texas Water Development Board
Attention: Contract Administration
P.O. Box 13231
Austin, Texas 78711-3231
Email: contracts@twdb.texas.gov

Payment Request Submission:

Texas Water Development Board
Attention: Accounts Payable
P.O. Box 13231
Austin, Texas 78711-3231
Email: invoice@twdb.texas.gov

Physical Address:

Stephen F. Austin State Office Building
1700 N. Congress Avenue
Austin, Texas 78701

For the CITY OF TEAGUE:

Contract Issues:

Ms. Theresa Prasil
City Administrator/Secretary
105 South 4th Ave
Teague, Texas 75860
Email: administrator@cityofteague.com

Payment Request Submission:

Ms. Theresa Prasil
City Administrator/Secretary
105 South 4th Ave
Teague, Texas 75860
Email: administrator@cityofteague.com

Physical Address:

105 South 4th Ave
Teague, Texas 75860

IN WITNESS WHEREOF, the PARTIES have caused this CONTRACT to be duly executed in duplicate originals.

TEXAS WATER DEVELOPMENT BOARD

CITY OF TEAGUE

Jeff Walker
Executive Administrator

Theresa Prasil
City Administrator/Secretary

Date: _____

Date: _____

Exhibit A
FEMA AWARD PACKAGE

- **Award Cover Letter**
 - **Form 76-10A**
- **Article of Agreement**
 - **Cost Review**
- **Notice of Funding Opportunity**



FEMA

September 27, 2018

Jeffrey Walker
Executive Administrator
Texas Water Development Board
P.O. Box 13231
Austin, Texas 78711-3231

Reference Award: EMT-2018-FM-E002 (1)

Dear Mr. Walker:

Enclosed is an executed copy of FEMA Form 76-10A reflecting amendment 1 to award number EMT-2018-FM-E002. The amendment adds two new subawards and corrects the Period of Performance end date in accordance with HMA Guidance. Your PARS account will be adjusted accordingly. The specific subawards and amounts are detailed on the back of the FEMA Form 76-10A.

By accepting this award, you assume certain administrative and financial responsibilities including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash on hand. Should you not adhere to these responsibilities, you will be in violation of the terms of this award.

If you have any questions regarding this matter, please contact James Cooper at (940) 297-0123.

Sincerely,

Patti K. Woodard, CGMS
Assistance Officer

cc: James Cooper, HMA Program Specialist, R6-FIMA

Enclosures

Project Specific Terms and Conditions
FMA-PJ-06-TX-2017-001 Record of Environmental Consideration
FMA-PJ-06-TX-2017-002 Record of Environmental Consideration
FMA-PJ-06-TX-2017-017 Record of Environmental Consideration

FMA Project Specific Terms and Conditions

| Subgrant Number | Description | Condition |
|------------------------------|---|--|
| FMA-PJ-06-TX-2017-001 (1) | Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) | Applicant must comply with the appropriate local floodplain management ordinance or best available data as defined by Preliminary Flood Insurance Rate Map (FIRM) panel 8361C0070D, dated 08/30/2012, whichever is more restrictive per EO 11988 Sec. 2(a)(1). Applicant must coordinate with the local floodplain administrator and obtain any required permits prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files. |
| | Executive Order 11988 - Floodplains | Applicant must coordinate with the local floodplain administrator, obtain any required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions. |
| | Executive Order 11988 - Floodplains | For elevations located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information. |
| | Clean Air Act (CAA) | If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP). |
| FMA-PJ-06-TX-2017-002 (1) | Executive Order 11988 - Floodplains | For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all |

significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information

Executive Order 11988 - Floodplains Applicant must comply with the appropriate local floodplain management ordinance or best available data as defined by Preliminary Flood Insurance Rate Map (FIRM) panels 22103C0495F, 22103C0490F, 22103C0515F, 22103C0635F, 22103C0520F, 22103C0630F, 22103C0215F, 22103C0455F, 22103C0470F, 22103C0503F, 22103C0484F, and 22103C0655F dated 4/30/2008, whichever is more restrictive per EO 11988 Sec. 2(a)(1). Applicant must coordinate with the local floodplain administrator, obtain any required permits prior to initiating work, and comply with any conditions of the permit to ensure harm to and from the floodplain is minimized. All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Clean Air Act (CAA) If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

FMA-PJ-06-TX-2017-017 (1) Executive Order 11990 - Wetlands The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

Executive Order 11990 - Wetlands The applicant is responsible for proper identification of wetlands. Under EO11990 (Protection of Wetlands); the applicant is responsible for coordinate with and obtaining any required Section 404 Permits(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required

permit. All coordination pertaining to these activities should be retained as part of the project file in accordance with respective grant program instructions.

| | |
|---|---|
| Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA) | Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies. |
|---|---|

| FEDERAL EMERGENCY MANAGEMENT AGENCY OBLIGATING DOCUMENT FOR AWARD/AMENDMENT | | | | | O.M.B. NO. 3067-0206 Expires February 29, 2004 | |
|--|-----------------------|--|--|---|---|---|
| 1. AGREEMENT NO. EMT-2018-FM-E002 | 2. AMENDMENT NO. 1 | 3. RECIPIENT NO. 74-2378168 | 4. TYPE OF ACTION <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> CA <input type="checkbox"/> AWARD <input checked="" type="checkbox"/> AMENDMENT | | 5. CONTROL NO. T493237N | |
| 6. RECIPIENT NAME AND ADDRESS Texas Water Development Board 1700 North Congress Avenue P.O. Box 13231 Austin, TX 78711-3231 | | | 7. ISSUING FEMA OFFICE AND ADDRESS FEMA Region VI Federal Regional Center 800 N. Loop 288 Denton, TX 76209 | | 8. PAYMENT OFFICE AND ADDRESS | |
| 9. NAME OF RECIPIENT PROJECT OFFICER Kathy Hopkins | | | PHONE NO. 512-463-6198 | 10. NAME OF FEMA PROJECT OFFICER James Cooper | | PHONE NO. 5042568668 |
| 11. EFFECTIVE DATE OF THIS ACTION 09/26/2018 | | 12. METHOD OF PAYMENT <input type="checkbox"/> HHS, SMARTLINK <input type="checkbox"/> SF 270 <input checked="" type="checkbox"/> OTHER | | 13. ASSISTANCE ARRANGEMENT <input type="checkbox"/> COST REIMBURSEMENT <input checked="" type="checkbox"/> COST SHARING <input type="checkbox"/> OTHER | | 14. PERFORMANCE PERIOD From: 08/14/2017 To: 03/21/2021 BUDGET PERIOD From: 08/14/2017 To: 03/21/2021 |
| 15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes) | | | | | | |
| PROGRAM NAME ACRONYM | CFDA NO. | ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-X | PRIOR TOTAL AWARD | AMOUNT AWARDED THIS ACTION + or (-) | CURRENT TOTAL AWARD | CUMULATIVE NON-FEDERAL COMMITMENT |
| FMA PJ | 97.029 | 2018-05-JA03-R062-4101-D | \$259,376.00 | \$630,763.31 | \$890,139.31 | \$42,896.37 |
| TOTALS | | | \$259,376.00 | \$630,763.31 | \$890,139.31 | \$42,896.37 |
| b. To describe changes other than funding data or financial changes, attach schedule and check here <input type="checkbox"/> | | | | | | |
| 16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | | | | | | |
| 16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to the terms and conditions attached to this award notice or incorporated by reference in program legislation or regulation cited above. | | | | | | |
| 17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) Jeff Walker | | | | | DATE | |
| 18. FEMA SIGNATORY OFFICIAL (Name and Title) | | | | | DATE | |
| FEMA Form 76-10A, MAR 01 | | | | | | |

U.S. DEPARTMENT OF HOMELAND SECURITY
 FEDERAL EMERGENCY MANAGEMENT AGENCY
 ATTACHMENT to FEMA Form 76-10A, Obligor Document for Award/Amendment

Obligation Number: **EMT-2018-FM-E002 (1)**
 Recipient: **Texas Water Development Board**
 Program: **Flood Mitigation Assistance**

Block 15b. Description of Action Changes

This amendment serves to award funds as indicated below and to correct the period of performance dates.

Terms and conditions of this grant are specified in the attached Agreement Articles.

Execution of the FF76-10a is agreement that the program will be performed in accordance with the applicable program guidance, the approved SF424 Application for Federal Assistance, and the associated statement of work.

The funds awarded for this grant are available for obligation by the recipient during the period **08/14/2017 through 03/21/2021**. The recipient is not authorized to incur new obligations after the expiration date shown below unless a new expiration date is established by FEMA in a letter signed by the FEMA Assistance Officer or through issuance of a new FEMA Form 76-10a.

| Sub-grants included in this award: | Federal | Federal Share | | Non-federal | Non-Federal Share | | Total | POP Start | POP End | 76-10a |
|--|----------------------|-------------------------------|----------------------|-------------|--------------------------------|-------------------------|----------------------|-----------|-----------|------------|
| | | Increase/Decrease This Action | Total Federal Share | | Increase/Decrease This Action* | Total Non Federal Share | | | | |
| FMA-PJ-06-TX-2017-001 City of Orange - Acquisition | \$0.00 | \$244,696.00 | \$ 244,696.00 | \$0.00 | \$0.00 | \$ - | \$ 244,696.00 | 8/14/2017 | 3/21/2021 | A(1) |
| FMA-PJ-06-TX-2017-002 City of El Lago | \$259,376.00 | \$0.00 | \$ 259,376.00 | \$0.00 | \$0.00 | \$ - | \$ 259,376.00 | 8/14/2017 | 3/21/2021 | A(0), A(1) |
| FMA-PJ-06-TX-2017-0017 City of Teague - Elevation | \$0.00 | \$386,067.31 | \$ 386,067.31 | \$0.00 | \$42,896.37 | \$ 42,896.37 | \$ 428,963.68 | 8/14/2017 | 3/21/2021 | A(1) |
| | | | | | | | \$ - | | | |
| | | | | | | | \$ - | | | |
| | | | | | | | \$ - | | | |
| Totals | \$ 259,376.00 | \$ 630,763.31 | \$ 890,139.31 | \$ - | \$ 42,896.37 | \$ 42,896.37 | \$ 933,035.68 | | | |

**FY 2017
FLOOD MITIGATION ASSISTANCE PROGRAM
GRANT AGREEMENT ARTICLES
CFDA# 97.029**

RECIPIENT: Texas Water Development Board

AGREEMENT NUMBER: EMT-2018-FM-E002

AMENDMENT NUMBER: 1

DESIGNATED AGENCY: N/A

PERFORMANCE PERIOD: August 14, 2017 – March 21, 2021

GENERAL INFORMATION:

The **Flood Mitigation Assistance** (FMA) grant program provides funding to States, Territories, Indian Tribal governments and communities to assist in their efforts to reduce or eliminate the risk of repetitive flood damage to buildings and structures insurable under the National Flood Insurance Program (NFIP).

ARTICLE I. FEMA AUTHORITY

The United States of America through the Department of Homeland Security's Federal Emergency Management Agency (FEMA) agrees to grant to the State/Indian Tribal or Territory government, hereinafter referred to as "the Recipient," through its designated agency named above, funds in the amount specified on the obligating document, to support the **Flood Mitigation Assistance** Grant Program, authorized under Section 1366 of the National Flood Insurance Act of 1968 (42 U.S.C. 4104c, the "NFIA" or "the Act"), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325, the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, and by the Biggert-Waters Flood Insurance Reform Act of 2012, Public Law 112-141.

The Recipient agrees to abide by the Grant Award terms and conditions as set forth in this document.

ARTICLE II. PROJECT DESCRIPTION

The Recipient shall perform the work described in the application package and made a part of these Grant Agreement Articles.

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance shall be August 14, 2017 through March 21, 2021. All costs must be incurred during the period of performance, including pre-award costs.

ARTICLE IV. AMOUNT AWARDED

This Grant Award is for the administration and completion of an approved **Flood Mitigation Assistance project**. Funds approved under this Grant Agreement may not be used for other purposes. If costs exceed the amount of FEMA funding approved, then the Recipient shall pay the costs that are in excess of the approved budget.

The approved budget for this Grant Award is shown in the Cost Review Section of the grant application.

The Recipient shall follow regulations found in Title 2 Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Super Circular” [which supersedes 44 CFR Part 13, 2 CFR Part 215, and Office of Management and Budget (OMB) Circulars A-21, A-50, A-87, A-89, A-102, A-110, A-122, and A-133 as of December 26, 2014], Title 2 CFR Part 170, Reporting Subaward and Executive Compensation – Appendix A to Part 170 – Award Term (see ARTICLE VII. TERMS AND CONDITIONS), and the Hazard Mitigation Assistance Guidance to implement this Grant Agreement.

ARTICLE V. COST SHARE

The cost-share requirement for this award varies by individual structures are noted below.

The cost-share for FMA is directed by the Biggert-Waters Flood Insurance Reform Act of 2012:

- a. The FMA program offers up to 100% Federal cost-share funding for properties that are designated as Severe Repetitive Loss (these properties must be identified as validated on FEMA’s FMA Severe Repetitive Loss list) where the Recipient also maintains a FEMA-approved Standard or Enhanced Mitigation Plans or Tribal plan that includes a strategy for mitigating existing and future repetitive loss properties.
- b. The FMA program offers up to 90% Federal cost-share funding for properties that are designated as Repetitive Loss (these properties must be identified on FEMA’s FMA Repetitive Loss list) where the Recipient also maintains a FEMA-approved Standard or Enhanced

Mitigation Plans or Tribal plan that includes a strategy for mitigating existing and future repetitive loss properties.

The FMA program offers up to 75% Federal cost-share funding for all other activities and all other insured properties.

ARTICLE VI. FEMA OFFICIALS

FEMA officials are as follows:

The Project Officer shall be an official at the FEMA Regional Office who will be responsible for the monitoring of the activities as described in the application.

The Project Officer is: James Cooper

The Assistance Officer is the FEMA official who has full authority to negotiate, administer and execute all business matters of the Grant Agreement.

The Assistance Officer is: Patti Woodard

ARTICLE VII. TERMS AND CONDITIONS

The specific terms and conditions of this agreement are as follows:

Federal Funding Accountability and Transparency Act:

The Federal Funding Accountability and Transparency Act (FFATA) of 2006 (2 CFR Part 170) requires Recipients to report certain information about themselves and their first-tier Subrecipients for each Federal award of \$25,000 or more awarded on or after October 1, 2010. (See attached APPENDIX A to Part 170-Award term).

ASSURANCE COMPLIANCE:

The certifications signed by the Recipient in the application relating to maintenance of a Drug-Free Workplace (44 CFR Part 17, Subpart F) and New Restrictions on Lobbying (44 CFR Part 18) apply to this grant agreement and are incorporated by reference.

Prohibition on Using Federal Funds.

The Recipient understands and agrees that it cannot use any Federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

Compliance with Program Guidance.

The Recipient agrees that all use of funds under this Grant Agreement will be in accordance with the Unified Hazard Mitigation Assistance Guidance at the time of the application.

BUDGET REVISIONS:

The Recipient shall follow prior approval requirements for budget revisions found in 2 CFR Part 200. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when such cumulative transfers among those direct cost categories exceed ten percent of the total budget.

If a Recipient estimates that it will have obligated funds remaining after the end of the performance period, the Recipient must report this to the FEMA Regional Office at the earliest possible time and ask for disposition instructions.

Acceptance of Post Award Changes

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Recipients will be notified of the changes in writing. Once notification has been made, any subsequent drawdown of additional funds will indicate the Recipient's acceptance of the changes to the award.

CLOSEOUT:

Reports Submission: Per 2 CFR Part 200, when the appropriate grant award performance period expires, the Recipient shall submit the following documents within 90 days: (1) a final Financial Report; (2) final Program Performance Report; (3) an inventory of equipment purchased under each grant's funds; (4) an inventory of Federally-owned property; and (5) other required documents specified by program regulation.

Report Acceptance: FEMA shall review the Recipient reports, perform the necessary financial reconciliation, negotiate necessary adjustments between the Recipient and FEMA's records, and close out the grant in writing.

Record Retention: Records shall be retained for 3 years (except in certain rare circumstances) from the date the final Federal Financial Report is submitted to FEMA in compliance with 2 CFR Part 200.

CONSTRUCTION PROJECT REQUIREMENTS:

1. Acceptance of Federal funding requires FEMA, the Recipient and any Subrecipients to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.

2. Any change to the approved scope of work will require re-evaluation by FEMA for Recipient and Subrecipient compliance with the National Environmental Policy Act and other laws and Executive Orders.
3. If ground disturbing activities occur during construction, the Recipient and any Subrecipients must ensure monitoring of ground disturbance and, if any potential archeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the Recipient and FEMA.

COPYRIGHT:

The Recipient is free to copyright any original work developed in the course of or under this Grant Agreement. FEMA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use the work for Government purposes. Any publication resulting from work performed under this agreement shall include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement by FEMA or reflect FEMA views.

COST SHARE:

The Recipient shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 2 CFR Part 200. Cost-share funding shall be available with the approval of each grant. Period of Performance extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT:

FEMA enforcement remedies shall be processed as specified in 2 CFR Part 200, Enforcement when the Terms and Conditions of this Grant Agreement are not met.

EQUIPMENT/SUPPLIES:

The Recipient must comply with the regulations listed in 2 CFR Part 200 and must be in compliance with state laws and procedures.

FUNDS TRANSFER:

No transfer of funds to agencies other than those identified in the approved Grant Agreement shall be made without prior approval of FEMA.

INSURANCE:

In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any person receiving Federal assistance for the repair, replacement, or restoration for damage to any personal or residential property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area.

PAYMENT:

Recipient shall be paid using the FEMA Payment and Reporting System (PARS), provided Recipient maintains and complies with procedures for minimizing the time between transfer of funds from the US Treasury and disbursement by the Recipient and Subrecipients. The Recipient commits itself to: 1) initiating cash drawdowns only when actually needed for its disbursement; 2) timely financial reporting per FEMA requirements, using the SF-425; and 3) imposing the

same standards of timing and amount upon any Subrecipient.

Subrecipients must comply with the same payment requirement as the Recipient and must comply with the requirements specified in the Recipient's subaward Agreement.

DUPLICATION OF PROGRAMS:

FEMA will not provide assistance under its programs for activities that FEMA determines another Federal program has a more specific or primary authority to provide. FEMA also will not provide assistance for the applicant or subapplicant's legal obligations. FEMA may disallow or recoup amounts that duplicate funding from other authorities.

DUPLICATION OF BENEFITS:

Hazard Mitigation Assistance (HMA) funds cannot duplicate or be duplicated by funds received by or available to Applicants, subapplicants, or project or planning participants from other sources for the same purpose, such as benefits received from insurance claims, other assistance programs (including previous project or planning grants and subawards from HMA programs), legal awards, or other benefits associated with properties or damage that are or could be subject of litigation.

Because the availability of other sources of mitigation grant or loan assistance is subject to available information and the means of each individual applicant, HMA does not require proof that other assistance (not including insurance) has been sought. However, it is the responsibility of the property owner to report other benefits received, any applications for other assistance, the availability of insurance proceeds, or the potential for other compensation, such as from pending legal claims for damages, relating to the property. Amounts of other grants, loans or other assistance designated for the same purpose as HMA funds, if received, may be used to reduce the non-Federal cost-share.

Where the property owner has an insurance policy covering any loss to the property which relates to the proposed HMA project, the means are available for receiving compensation for a loss or, in the case of increased cost of compliance (ICC), assistance toward a mitigation project. FEMA will generally require that the property owner file a claim prior to the receipt of HMA funds.

NON DISCRIMINATION:

The program must be administered in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality, sex, age, or economic status. The program complies with Title VI of the 1964 Civil Rights Act and other applicable laws. All applicants/Recipients must comply with Title VI, including State and local governments distributing Federal assistance.

Applicants/Recipients and Subapplicants/Subrecipients will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and Subrecipients must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

CHANGES IN SCOPE OF WORK:

Requests for changes to the scope of work (SOW) after award are permissible as long as they do not change the nature or total project cost of the activity, properties identified in the subapplication, the feasibility and effectiveness of the project, or the benefit cost ratio. Requests must be supported by adequate justification from the applicant in order to be processed. The justification is a description of the proposed change, a written explanation of the reason or reasons for the change; an outline of remaining funds available to support the change; and a full description of the work necessary to complete the activity. All approvals will be at FEMA's discretion, and there is no guarantee that SOW changes will be approved.

PERFORMANCE PERIODS:

All grant award activities, including all projects and/or activities approved under each subaward, shall be completed within the time period prescribed and authorized on the obligating documents. All costs must be incurred within the approved performance period.

EXTENSIONS:

Requests for time extensions to the Period of Performance will be considered but will not be granted automatically and must be supported by adequate justification submitted to the Regional Office in order to be processed. This justification is a written explanation of the reason or reasons for the delay; an outline of remaining funds available to support the extended Period of Performance; and a description of performance measures necessary to complete the activity. Without justification, extensions requests will not be processed. Financial and Performance reports must be current in order for a time extension to be considered.

RECOUPMENT OF FUNDS:

FEMA will recoup mitigation planning grant funds for grants that do not meet the deliverable criteria of an adopted, FEMA-approved mitigation plan by the end of the performance period.

RECOVERY OF FUNDS:

The Recipient will process the recovery of assistance paid to Subrecipients processed through error, misrepresentation, or fraud or if funds are spent inappropriately. Recovered funds shall be submitted to FEMA as soon as the funds are collected, but no later than 90 days from the expiration date of the appropriate grant award agreement.

All fraud identifications will be reported to the FEMA Inspector General's office. The Recipient agrees to cooperate with investigation conducted by the FEMA Inspector General's office.

REFUND, REBATE, CREDITS:

The Recipient shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Recipient shall take necessary action to effect prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

REPORTS:**Federal Financial Reports (SF-425):**

The Recipient shall submit the Federal Financial Report (FFR, SF-425) within 30 days of the end of the first Federal quarter following the initial Grant Agreement. The Recipient shall submit quarterly FFRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. A report must be submitted for every quarter of the period of performance, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent.

Program Performance Reports (SF-PPR):

The Recipient shall submit the Program Performance Reports (SF-PPR) within 30 days of the end of each quarter. The Regional Administrator may waive the initial report. The Recipient shall submit quarterly PPRs thereafter until the grant ends. Reports are due on January 30, April 30, July 30, and October 30. PPRs shall report the name, completion status, expenditure, and payment-to-date of each approved activity/subaward award under the Grant Award.

Final Reports:

The Recipient shall submit a final FFR and PPR 90 days after the end date of the performance period.

TERMINATION:

The Recipient, Subrecipient, or FEMA may terminate grant award agreements by giving written notice to the other party at least seven (7) calendar days prior to the effective date of the termination. All notices are to be transmitted via registered or certified mail, return receipt requested. The Recipient's authority to incur new costs will be terminated upon the date of receipt of the notice or the date set forth in the notice. Any costs incurred up to the earlier of the date of the receipt of the notice or the date of termination set forth in the notice will be negotiated for final payment. Close out of the Grant Agreement will be commenced and processed as prescribed under Article VII. 3.

ARTICLE VIII. GOVERNING PROVISIONS

The Recipient and any Subrecipients shall comply with all applicable laws and regulations. A non-exclusive list of laws and regulations commonly applicable to FEMA grants is attached hereto for reference only.

The Recipient and any Subrecipients shall also be bound by the Unified Hazard Mitigation Assistance Guidance document.

Commonly Applicable Statutes and Regulations

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities

Section 1366 (42 USC 4104c), of the National Flood Insurance Act of 1968 (42 U.S.C. § 4104c. – the “NFIA” or “the Act”), as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325, the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264, and Biggert-Waters Flood Insurance Reform Act, Public Law 112-141.

Title 44 of the Code of Federal Regulations (CFR)

44 CFR Part 79-Flood Mitigation Grants

44 CFR Part 80-Property Acquisition and Relocation for Open Space

44 CFR Part 9-Floodplain Management and Protection of Wetlands

44 CFR Part 10-Environmental Considerations

2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards “Super Circular”

31 CFR Part 205-Rules and Procedures for Efficient Federal-State Funds Transfers

2 CFR Part 170, Reporting Subaward and Executive Compensation – Appendix A to Part 170 – Award Term (attached)

48 CFR Part 31.2 (Federal Acquisition Regulation)

DEPARTMENT OF HOMELAND SECURITY (DHS)

STANDARD TERMS AND CONDITIONS 2017

The FY 2017 DHS Standard Terms and Conditions apply to all new Federal financial assistance awards funded in FY 2017. The terms and conditions of DHS financial assistance awards flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form [424B Assurances – Non-Construction Programs](#), or OMB Standard Form [424D Assurances – Construction Programs as applicable](#). Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the financial assistance office if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [2 C.F.R. Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of [Civil Rights and Civil Liberties](#) (CRCL) by e-mail at crcl@hq.dhs.gov or by mail at U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.
6. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability,

religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.

The United States has the right to seek judicial enforcement of these obligations.

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| <p>Acknowledgment of Federal Funding from DHS</p> | <p>All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.</p> |
| <p>Activities Conducted Abroad</p> | <p>All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.</p> |
| <p>Age Discrimination Act of 1975</p> | <p>All recipients must comply with the requirements of the <i>Age Discrimination Act of 1975</i> (Title 42 U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.</p> |
| <p>Americans with Disabilities Act of 1990</p> | <p>All recipients must comply with the requirements of Titles I, II, and III of the <i>Americans with Disabilities Act</i>, 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. (42 U.S.C. §§ 12101– 12213).</p> |
| <p>Best Practices for Collection and Use of Personally Identifiable Information (PII)</p> | <p>DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.</p> |
| <p>Civil Rights Act of 1964 – Title VI</p> | <p>All recipients must comply with the requirements of Title VI of the <i>Civil Rights Act of 1964</i> (42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R., Part 21 and 44 C.F.R. Part 7.</p> |

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| <p>Civil Rights Act of 1968</p> | <p>All recipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201).</p> |
| <p>Copyright</p> | <p>All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.</p> |
| <p>Debarment and Suspension</p> | <p>All recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.</p> |
| <p>Drug-Free Workplace Regulations</p> | <p>All recipients must comply with the <i>Drug-Free Workplace Act of 1988</i> (41 U.S.C. § 701 et seq.), which requires all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. DHS has adopted the Act's implementing regulations at 2 C.F.R Part 3001.</p> |
| <p>Duplication of Benefits</p> | <p>Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude a recipient from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal award.</p> |
| <p>Education Amendments of 1972 (<i>Equal Opportunity in Education Act</i>) – Title IX</p> | <p>All recipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19</p> |
| <p>Energy Policy and Conservation Act</p> | <p>All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.</p> |

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| <p>False Claims Act and Program Fraud Civil Remedies</p> | <p>All recipients must comply with the requirements of 31 U.S.C. § 3729-3733 which prohibits the submission of false or fraudulent claims for payment to the Federal Government. See 31 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made.</p> |
| <p>Federal Debt Status</p> | <p>All recipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A- 129.</p> |
| <p>Federal Leadership on Reducing Text Messaging while Driving</p> | <p>All recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official Government business or when performing any work for or on behalf of the federal government.</p> |
| <p>Fly America Act of 1974</p> | <p>All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the <i>International Air Transportation Fair Competitive Practices Act of 1974</i> (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.</p> |
| <p>Hotel and Motel Fire Safety Act of 1990</p> | <p>In accordance with Section 6 of the <i>Hotel and Motel Fire Safety Act of 1990</i>, 15 U.S.C. § 2225a, all recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the <i>Federal Fire Prevention and Control Act of 1974</i>, as amended, 15 U.S.C. § 2225.</p> |
| <p>Limited English Proficiency (<i>Civil Rights Act of 1964, Title VI</i>)</p> | <p>All recipients must comply with the <i>Title VI of the Civil Rights Act of 1964</i> (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.</p> |
| <p>Lobbying Prohibitions</p> | <p>All recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal.</p> |

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| <p>National Environmental Policy Act</p> | <p>All recipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.</p> |
| <p>Nondiscrimination in Matters Pertaining to Faith- Based Organizations</p> | <p>It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. All recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.</p> |
| <p>Non-supplanting Requirement</p> | <p>All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.</p> |
| <p>Notice of Funding Opportunity Requirements</p> | <p>All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.</p> |
| <p>Patents and Intellectual Property Rights</p> | <p>Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.</p> |
| <p>Procurement of Recovered Materials</p> | <p>All recipients must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.</p> |
| <p>Reporting Subawards and Executive Compensation</p> | <p>All recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the terms and conditions of your award.</p> |

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| SAFECOM | All recipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. |
| Terrorist Financing | All recipients must comply with E.O. 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the Order and laws. |
| Trafficking Victims Protection Act of 2000 | All recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the <i>Trafficking Victims Protection Act of 2000</i> , (TVPA) as amended (22 U.S.C. § 7104). The award term is located at 2 CFR § 175.15 , the full text of which is incorporated here by reference in the terms and conditions of your award. |
| Rehabilitation Act of 1973 | All recipients must comply with the requirements of Section 504 of the <i>Rehabilitation Act of 1973</i> , 29 U.S.C. § 794 , as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. |
| Reporting of Matters Related to Recipient Integrity and Performance | If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance office exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII , the full text of which is incorporated here by reference in the terms and conditions of your award. |
| Universal Identifier and System of Award Management (SAM) | All recipients are required to comply with the requirements set forth in the government-wide Award Term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A , the full text of which is incorporated here by reference in the terms and conditions of your award. |
| USA Patriot Act of 2001 | All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act) , which amends 18 U.S.C. §§ 175–175c . |
| Use of DHS Seal, Logo and Flags | All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials. |
| Whistleblower Protection Act | All recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409 , 41 U.S.C. 4712 , and 10 U.S.C. § 2324 , 41 U.S.C. §§ 4304 and 4310 . |

Appendix A to Part 170—Award term

I. Reporting Subawards and Executive Compensation.

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).

2. *Where and when to report.*

- i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
- ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—
 - A. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <http://www.ccr.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

i. in the subrecipient's preceding fiscal year, the subrecipient received—

- A. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- B. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions.*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards, and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR Part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see

Sec. __.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*
- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

The FY 2018 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2018. The DHS financial assistance awards terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise.

Assurances, Administrative Requirements, Cost Principles, and Audit Requirements

DHS financial assistance recipients must complete either the OMB Standard Form) [Standard Form 424B Assurances – Non-Construction Programs](#), or [OMB Standard Form 424D Assurances – Construction Programs](#) as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions.

DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at [Title 2, Code of Federal Regulations, Part 200](#), and adopted by DHS at [2 C.F.R. Part 3002](#).

DHS Specific Acknowledgements and Assurances

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission, recipients are only required to submit updates. Recipients should submit the completed tool, including supporting materials to

CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The United States has the right to seek judicial enforcement of these obligations.

Acknowledgment of Federal Funding from DHS

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Activities Conducted Abroad

Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975* ([Title 42 U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities 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. ([42 U.S.C. §§ 12101–12213](#)).

Best Practices for Collection and Use of Personally Identifiable Information (PII)

Recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.

Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation

in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

Civil Rights Act of 1968

Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (See [42 U.S.C. § 3601 et seq.](#)), as implemented by the Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. § 100.201](#).)

Copyright

Recipients must affix the applicable copyright notices of [17 U.S.C. §§ 401 or 402](#) and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Debarment and Suspension

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), and [2 C.F.R. Part 180](#). These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; [41 U.S.C. 8101](#)).

Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms

and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

Education Amendments of 1972 (*Equal Opportunity in Education Act*) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972 ([20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

Energy Policy and Conservation Act

Recipients must comply with the requirements of The Energy Policy and Conservation Act ([42 U.S.C. § 6201](#)) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

False Claims Act and Program Fraud Civil Remedies

Recipients must comply with the requirements of The False Claims Act ([31 U.S.C. § 3729-3733](#)) which prohibits the submission of false or fraudulent claims for payment to the federal government. (See [31 U.S.C. § 3801-3812](#) which details the administrative remedies for false claims and statements made.)

Federal Debt Status

Recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)

Federal Leadership on Reducing Text Messaging while Driving

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.

Fly America Act of 1974

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* ([49 U.S.C. § 40118](#)) and the interpretative guidelines issued by the Comptroller General of the United

States in the March 31, 1981 [amendment](#) to Comptroller General Decision B-138942.

Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, ([15 U.S.C. § 2225a](#)), recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, as amended, ([15 U.S.C. § 2225](#)).

Limited English Proficiency (*Civil Rights Act of 1964*, Title VI)

Recipients must comply with the *Title VI of the Civil Rights Act of 1964* ([42 U.S.C. § 2000d et seq.](#)) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

Lobbying Prohibitions

Recipients must comply with [31 U.S.C. § 1352](#), which provides that none of the funds provided under an federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matters Pertaining to Faith-Based Organizations

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or

supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in [6 C.F.R. Part 19](#) and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Non-supplanting Requirement

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

Notice of Funding Opportunity Requirements

All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. Recipients must comply with any such requirements set forth in the program NOFO.

Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the [Bayh-Dole Act, Pub. L. No. 96-517](#), as amended, and codified in [35 U.S.C. § 200](#) et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at [37 C.F.R. § 401.14](#).

Procurement of Recovered Materials

Recipients must comply with Section 6002 of the [Solid Waste Disposal Act](#), as amended by the [Resource Conservation and Recovery Act](#). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, ([29 U.S.C. § 794](#)), as amended, which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at [2 C.F.R. Part 200, Appendix XII](#), the full text of which is incorporated here by reference in the award terms and conditions.

Reporting Subawards and Executive Compensation

Recipients are required to comply with the requirements set forth in the government-wide Award Term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Terrorist Financing

Recipients must comply with [E.O. 13224](#) and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

Trafficking Victims Protection Act of 2000

Recipients must comply with the requirements of the government-wide award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000*, (TVPA) as amended by [22 U.S.C. § 7104](#). The award term is located at [2 C.F.R. § 175.15](#), the full text of which is incorporated here by reference.

Universal Identifier and System of Award Management (SAM)

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#).

USA Patriot Act of 2001

Recipients must comply with requirements of the [Uniting and Strengthening America by Providing Appropriate Tools](#)

Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

Use of DHS Seal, Logo and Flags

Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.



- [myRoles](#)
- [Grant Application](#)
- [Subgrant Application](#)
- [OMB Circular A-87](#)
- [Workflow Diagram](#)

Cost Review (Grants)

FMA-PJ-06-TX-2017-017 (0): FMA 2017 Teague home elevation - 28 Mimosa
[EMT-2018-FM-E002 (1)]

Complete all applicable fields (Eligible, Unit Quantity, and Unit Cost) in order to obtain the Total Cost

[Revision History](#)

| Elevation of Private Structures - Riverine | | | | | | | |
|--|---------------------------------|-----------|-------------------------------------|---|-----------------|--|--|
| Cost Type | Item Name | Office | Eligible | Unit Quantity | Unit of Measure | Unit Cost | Total Cost |
| Administrative Expense | Subapplicant Management Fee | Applicant | N/A | 150 | HR | \$100.00 | \$15,000.00 |
| | | Grants | <input checked="" type="checkbox"/> | <input type="text" value="150"/> ##### ## (e.g., 10.25, 100.5, 1000) | HR | <input type="text" value="100.00"/> ##### ## (e.g., 10.00, 512.35, 11250.75) | <input type="text" value="\$15000.00"/> |
| Construction And Project Improvement | Elevation | Applicant | N/A | 3456 | SF | \$115.03 | \$397,543.68 |
| | | Grants | <input checked="" type="checkbox"/> | <input type="text" value="3456"/> ##### ## (e.g., 10.25, 100.5, 1000) | SF | <input type="text" value="115.03"/> ##### ## (e.g., 10.00, 512.35, 11250.75) | <input type="text" value="\$397543.68"/> |
| Construction And Project Improvement | Project/construction Management | Applicant | N/A | 1 | EA | \$5,500.00 | \$5,500.00 |
| | | Grants | <input checked="" type="checkbox"/> | <input type="text" value="1"/> ##### ## (e.g., 10.25, 100.5, 1000) | EA | <input type="text" value="5500.00"/> ##### ## (e.g., 10.00, 512.35, 11250.75) | <input type="text" value="\$5500.00"/> |
| Miscellaneous | Temporary Housing | Applicant | N/A | 120 | DAY | \$91.00 | \$10,920.00 |
| | | Grants | <input checked="" type="checkbox"/> | <input type="text" value="120"/> ##### ## (e.g., 10.25, 100.5, 1000) | DAY | <input type="text" value="91.00"/> ##### ## (e.g., 10.00, 512.35, 11250.75) | <input type="text" value="\$10920.00"/> |

| | | | |
|--|--------------|--|--------------|
| Proposed Total Cost (A): | \$428,963.68 | * Total Eligible Cost (D): | \$428,963.68 |
| Proposed Federal Share % (B): | 89.9999953% | * Total Ineligible Cost (E = A - D): | \$0.00 |
| Proposed Federal Share (C = A * B): | \$386,067.31 | * Eligible Federal Share (F = D * B): | \$386,067.31 |
| Proposed Non Federal Share (A - C): | \$42,896.37 | * Eligible Non-Federal Share (G = D - F): | \$42,896.37 |

* Calculated based on the Eligible Cost (Grants) numbers.

**The Department of Homeland Security
Notice of Funding Opportunity
FY 2017 Flood Mitigation Assistance**

NOTE: If you are going to apply for this funding opportunity and have not obtained a Data Universal Numbering System (DUNS) number and/or are not currently registered in the System for Award Management (SAM), please take immediate action to obtain a DUNS Number, if applicable, and then to register immediately in SAM. It may take 4 weeks or more after you submit your SAM registration before your registration is active in SAM, then an additional 24 hours for Grants.gov to recognize your information. Information on obtaining a DUNS number and registering in SAM is available from Grants.gov at: <http://www.grants.gov/web/grants/register.html> Detailed information regarding DUNS and SAM is also provided in Section D of this Notice of Funding Opportunity (NOFO), subsection, Content and Form of Application Submission.

A. Program Description

Issued By

U.S. Department of Homeland Security (DHS)
Federal Emergency Management Agency (FEMA),
Federal Insurance and Mitigation Administration,
Hazard Mitigation Assistance Division

Catalog of Federal Domestic Assistance (CFDA) Number

97.029

CFDA Title

Flood Mitigation Assistance

Notice of Funding Opportunity Title

FY 2017 Flood Mitigation Assistance

NOFO Number

DHS-17-MT-029-00-99

Authorizing Authority for Program

Section 1366 of *The National Flood Insurance Act* of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. § 4104c)

Appropriation Authority for Program

Consolidated Appropriations Act, 2017 (Pub. L. No. 115-31)

Program Type

Continuation

Program Overview, Objectives, and Priorities

The Flood Mitigation Assistance (FMA) Program makes available Federal funds to State, Local and Tribal Governments to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP). The FMA program strengthens national preparedness and resilience and supports the mitigation mission area in the National Preparedness System and National Preparedness Goal.

In FY17, the FMA Program will prioritize proposals that address community flood risk by setting aside \$70 million for this purpose. FEMA will seek to fund two types of community flood mitigation activities:

- Advance Assistance for flood mitigation design and development of community flood mitigation projects.
- Mitigation projects that address community flood risk for the purpose of reducing NFIP flood claim payments.

The remaining funding, at least \$90,000,000, will be used for FMA technical assistance, mitigation planning, and mitigation projects reducing risk to severe repetitive loss (SRL) and repetitive loss (RL) properties. See Section E: Application Review Information for more information on FY17 FMA funding priorities.

B. Federal Award Information

Award Amounts, Important Dates, and Extensions

Available Funding for the NOFO: \$160,000,000

Projected number of Awards: 120

Period of Performance: 42 Months

The Period of Performance begins with the opening of the application period and ends no later than 36 months from the Funding Selection Date (see section D of this NOFO under Application and Submission Information).

An extension to the Period of Performance for this program is allowed. For details on the requirements for requesting an extension to the Period of Performance, please refer to Section H, Additional Information under Extensions.

Projected Period of Performance Start Date: 08/14/2017

Projected Period of Performance End Date: 01/30/2021

Funding Instrument
Grant

C. Eligibility Information

Eligible Applicants

States

District of Columbia

U.S. Territories

Federally-recognized Native American Tribal governments

Each State, Territory, Commonwealth, or Native American Tribal government shall designate one agency to serve as the Applicant.

Local governments, including cities, townships, counties, special district governments, and Native American tribal organizations are considered Subapplicants and must submit subapplications for mitigation planning and projects to their State/Territory/Tribe Applicant agency. Certain political subdivisions (i.e., regional flood control districts or county governments) may apply and act as Subapplicants if they are part of a community that is participating in the NFIP where the political subdivision provides zoning and building code enforcement or planning and community development professional services for that community. Contact information for the State Hazard Mitigation Officers (SHMOs) is provided on the FEMA website: <http://www.fema.gov/state-hazard-mitigation-officers>.

Eligibility Criteria

To be considered for funding, all Applicants must submit their FMA grant application to FEMA via the Mitigation eGrants system (see section D, Application and Submission Information, of this NOFO).

All Subapplicants must be participating in the NFIP, and not be withdrawn or suspended, to be eligible to apply for FMA grant funds. Flood insurance must be maintained through completion of the mitigation activity and for the life of the structure.

All Applicants and Subapplicants submitting project subapplications must have a FEMA approved Mitigation Plan by the application deadline and at the time of obligation in accordance with Title 44 CFR Part 201. Project applications submitted by Applicants or Subapplicants that do not have an approved and adopted mitigation plan as of the application deadline are ineligible. FEMA may grant an exception to the local or Tribal Mitigation Plan requirements in extraordinary circumstances to allow award of a project if it meets the criteria stated in Part III, E.5.3, Extraordinary Circumstances, of the HMA Guidance (see section F, Federal Award Administration Information, of this NOFO).

All mitigation projects submitted as part of a FMA grant application must be consistent with the goals and objectives identified in a) the current, FEMA-approved State or Tribal (Standard or Enhanced) mitigation plan and b) as the local Mitigation Plan for the jurisdiction in which the project is located. Current

mitigation plans are not required for Applicants and Subapplicants submitting planning subapplications to develop a new mitigation plan or to update a mitigation plan.

To be eligible to receive community flood mitigation project funding, communities must be in favorable standing with the NFIP. NFIP community status can be verified at: <https://www.fema.gov/national-flood-insurance-program-community-status-book>.

Cost Share or Match

Cost share is required under this program. Recipients (see section F for definition) must provide a cost share of 25 percent of eligible activity costs derived from non-Federal sources with FEMA contributing up to a 75 percent Federal cost share. The cost share applies to all projects under this program, including community flood mitigation projects.

The non-Federal cost share contribution is calculated based on the total cost of the proposed activity. For example, if the total cost is \$400,000 and the non-Federal cost share is 25 percent, then the non-Federal contribution is \$100,000: 25 percent of \$400,000 is \$100,000.

FEMA may contribute up to 100 percent Federal cost share for SRL properties. FEMA may contribute up to 90 percent Federal cost share for RL properties.

A SRL property is a structure that:

- (a) Is covered under a contract for flood insurance made available under the NFIP; and
- (b) Has incurred flood related damage
 - i. For which 4 or more separate claims payments (includes building and contents) have been made under flood insurance coverage with the amount of each such claim exceeding \$5,000, and with the cumulative amount of such claims payments exceeding \$20,000, or
 - ii. For which at least 2 separate claims payments (includes only building) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the insured structure.

A RL property is a structure covered by a contract for flood insurance made available under the NFIP that:

- (a) Has incurred flood-related damage on 2 occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event; and

(b) At the time of the second incidence of flood-related damage, the contract for flood insurance contains increased cost of compliance coverage.

To receive an increased Federal cost share, properties must meet one of the definitions for SLR or RL properties. Applicants and Subapplicants that are requesting an increased Federal cost share must submit documentation with their application or subapplication demonstrating that properties meet these definitions. If documentation is not submitted with the application or subapplication to support a reduced non-Federal cost share, FEMA will provide no more than 75 percent Federal share of the total eligible costs. The remaining 25 percent of eligible activity costs are derived from non-Federal sources.

Structures with different federal cost share requirements can be submitted in a single project subapplication. The overall project federal cost share documented in the Cost Share section of the project subgrant application in eGrants should reflect the combined federal cost shares of the structures. For example, a project with \$100,000 costs for one SRL structure funded at 100 percent federal share plus \$100,000 costs for one RL structure funded at 90 percent federal share will have an overall project federal cost share of 95 percent, or \$190,000, of the \$200,000 total cost for both structures.

For insular areas, including American Samoa, Guam, the Northern Mariana Islands, Puerto Rico, and the U.S. Virgin Islands, FEMA automatically waives the non-Federal cost share when the non-Federal cost share for the entire grant is under \$200,000. If the non-Federal cost share for the entire grant is \$200,000 or greater, FEMA may waive all or part of the cost share. If FEMA does not waive the cost share, the insular area must pay the entire non-Federal cost-share amount, not only the amount over \$200,000.

More detailed information is provided in Part III, C, and Cost Sharing, of the HMA Guidance available at <http://www.fema.gov/media-library/assets/documents/103279>.

D. Application and Submission Information

Key Dates and Times

Date Posted to Grants.gov: 07/10/2017

Application Start Date: 08/14/2017

Application Submission Deadline: 11/14/2017 at 03:00:00 PM [Eastern Time]

Anticipated Funding Selection Date: 01/30/2018

Anticipated Award Date: 12/30/2018

To be considered timely, a FMA grant application must be submitted by the application deadline via the Mitigation eGrants system, and the Applicant must have received a confirmation message in eGrants that indicates successful FMA grant submission to FEMA. It is recommended that Applicants attach approved planning, project and management costs subgrant applications to their FMA grant applications at least 72 hours prior to the application deadline in order to allow time for the Applicant to review and correct issues that may prevent subgrant applications from being attached to a FMA grant application (see the Content and Form of Application Submission subsection below).

An Applicant that experiences unforeseen technical issues beyond the Applicant's control that prevents submission of the FMA grant application by the deadline may request approval to submit a late application. To request approval to submit a late application, an Applicant must email the HMA Helpline (see section G, the Additional Information below) within 24 hours after the application deadline.

Other Key Dates

| Event | Suggested Deadline For Completion |
|--|--|
| Obtaining Dun and Bradstreet Universal Numbering System (DUNS) Number | Four weeks before actual submission deadline |
| Obtaining a valid Employer Identification Number (EIN) | Four weeks before actual submission deadline |
| Register with the System for Award Management (SAM) | Four weeks before actual submission deadline |
| Register for access to the FEMA Grants Portal and request access to the Mitigation eGrants system | Four weeks before actual submission deadline |
| Create a FMA grant application and attach approved planning, technical assistance, project and management costs subgrant applications in the Mitigation eGrants system | 72 hours before actual submission deadline |

Address to Request Application Package

The application package is built into the Mitigation eGrants system, OMB #1660-0072, which all Applicants must use to submit FMA grant applications electronically to FEMA. The Mitigation eGrants system is available through the FEMA Grants Portal on the internet at <https://portal.fema.gov> (see the Content and Form of Application Submission subsection below). FEMA will only process applications received via the Mitigation eGrants system. Mitigation eGrants system Information, training and resources on the Mitigation eGrants system are available on the FEMA website: <http://www.fema.gov/mitigation-egrants->

[system-0](#) or from the Mitigation eGrants Helpdesk (see section G, DHS Awarding Agency Contact Information of this NOFO).

For a hardcopy of the full NOFO, please write or fax a request to:

Michael Grimm
Assistant Administrator for Mitigation
Federal Insurance and Mitigation Administration
400 C Street, SW
Washington, DC 20472
FAX: (202) 646-2880

In addition, the following Telephone Device for the Deaf (TDD) and/or Federal Information Relay Service (FIRS) number available for this Notice is: 1-800-462-7585.

Content and Form of Application Submission

All Applicants, including States, Tribes and Territories, must submit a FMA grant application to FEMA via the Mitigation eGrants system on the internet:

<https://portal.fema.gov> by the application deadline to be considered for FMA funding. The required format for grant and subgrant applications is built into the Mitigation eGrants system, OMB #1660-0072:

- Mitigation planning activities must be submitted in a planning subgrant application;
- Community flood mitigation advance assistance, community flood mitigation project activities, and SRL or RL property mitigation projects must be submitted in a project subgrant application;
- Applicant management costs (for Applicants only) must be submitted in a management costs subgrant application;
- Technical Assistance costs (for Applicants that received at least \$1 million FMA funds in FY 2016) must be submitted in a technical assistance subgrant application;
- FMA grant applications, to include applicant-approved planning, project, management costs, and technical assistance subapplications must be submitted in a FY 2017 FMA grant application.

Blank copies of applications that conform to the Mitigation eGrants system format are available for reference only. FEMA will not accept these as an application package. To access these, registered eGrants system users should login to the FEMA portal at <https://portal.fema.gov> and then click the “Blank Applications” link on the eGrants system Homepage. For those without access to the eGrants system, the blank copies of eGrants applications are also available on the FEMA website: <https://www.fema.gov/hazard-mitigation-grant-program/grant-applicants-blank-applications>.

Subapplicants should contact their applicant agency for information specific to their state/territory's application process. Contact information for the SHMOs is provided on the following FEMA webpage: <http://www.fema.gov/state-hazard-mitigation-officers>.

Applicants must create a FMA grant application, add approved planning, project, technical assistance and management costs subgrant applications submitted by the Applicant and/or Subapplicants to the FMA grant application, rank the subgrant applications in priority order, and submit the FMA grant application to FEMA via the Mitigation eGrants system by the application deadline (see above).

If a Subapplicant does not use the eGrants system to submit planning and project subapplications to the Applicant, then the Applicant must enter the subapplication(s) into the eGrants system on the Subapplicant's behalf. To do this, Applicants must click the "Create new Paper Subgrant" link on the eGrants Homepage in the eGrants system.

Applicants must ensure that accurate NFIP policy numbers and repetitive loss numbers are included in the Properties section of project subapplications in eGrants in order to be considered for competitive property flood mitigation project funding (see section E, Review and Selection Process, of this NOFO).

Applicants must prioritize and rank their subgrant applications in the Mitigation eGrants system. Applicants may include no more than two community flood mitigation subapplications for competitive consideration: one Advanced Assistance subapplication and one project subapplication that addresses flood risk on a community level. If multiple community flood mitigation subapplications are submitted for Advance Assistance or projects, FEMA will only consider the highest ranked subapplication for competitive consideration (see Section E, Review and Selection Process, of this NOFO for further information). Applicants submitting community flood mitigation advance assistance and project subgrant applications must identify these subgrant applications as such in the subapplication title. For example: "Applicant X FY17 FMA – Community Flood Mitigation Project" or "State X FY17 FMA – Community Flood Mitigation Advanced Assistance" (see section E, Review and Selection Process, of this NOFO for further information).

Wherever possible, supporting documentation for applications should be attached electronically in the Mitigation eGrants system. Over-sized items that cannot be scanned may be mailed to FEMA as necessary; however, Applicants must provide information regarding the paper attachments and the date mailed to FEMA in the Comments and Attachment section of the application in the eGrants system. Also, the documents must be postmarked by the submission deadline to be considered as part of the application. It is the Applicant's responsibility to follow-up with FEMA to ensure that paper documents were received for consideration during the review process.

Applicants who submit FMA grant applications prior to the submission deadline will receive a confirmation message including the assigned application number in the eGrants system (e.g., FMA-09-CA-2017). In addition, once FEMA receives and delegates the FMA grant application to begin the review process, the eGrants system will send an automatic email message to the Point(s) of Contact (POC) identified in the grant application. The Mitigation eGrants system is programmed to not allow submittal of a FMA grant application after the submission deadline. Applicants who attempt to submit a FMA grant application after the deadline will receive an error message.

Applicants who experience eGrants system technical issues should contact the Mitigation eGrants Helpdesk by telephone: 1-855-228-3362 or email:

MTeGrants@fema.dhs.gov to report the issue and receive a ticket number.

Applicants who experience unforeseen eGrants system technical issues beyond the Applicant's control that prevents submission of the FMA grant application by the deadline may request approval to submit a late application. To request approval to submit a late application, an Applicant must email the HMA Helpline (see section G, DHS Awarding Agency Contact Information of this NOFO) within 24 hours after the application deadline. The email must describe the technical difficulties, include a timeline of submission efforts that occurred prior to the deadline and the Helpdesk ticket number. FEMA will review the request and contact the eGrants helpdesk to verify the reported technical issues before informing the Applicant whether the request to submit a late application has been approved or denied.

National Environmental Policy Act Requirements for Mitigation Projects.

Applicants and Subapplicants applying for mitigation projects must provide information needed to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. 4321-4370h) and the related Department of Homeland Security (DHS) and FEMA instructions and directives (i.e., DHS Directive 023-01, DHS Instruction Manual 023-01-001-01, (FEMA Directive 108-1, FEMA Instruction 108-1-1). The required information is included in the project Subgrant application in the eGrants system under the Environmental Information section.

Benefit Cost Analysis for Mitigation Projects. Applicants and Subapplicants applying for mitigation projects must provide a benefit cost analysis (BCA) or other documentation that validates cost-effectiveness. BCA is the method of estimating the future benefits of a project compared to its cost. The end result is a benefit-cost ratio (BCR), which is derived from a project's total net benefits divided by its total project cost. The total benefits and costs must be entered in the Cost-Effectiveness section of the project subapplication and a FEMA-approved BCA attached as documentation, as applicable. Planning and management costs subapplications do not require a BCA.

FEMA has created software to ensure that the BCR is calculated in accordance with FEMA's standardized methodologies and OMB Circular A-94, Guidelines

and Discount Rates for Benefit-Cost Analysis of Federal Programs, available on the internet at <https://www.whitehouse.gov/omb/information-for-agencies/circulars>. FEMA's Benefit Cost Toolkit is available on the FEMA website at www.fema.gov/benefit-cost-analysis. Versions 5.2.1 and Version 5.3 are the only versions FEMA will accept as documentation for demonstrating cost effectiveness. A non-FEMA BCA methodology may only be used if pre-approved by FEMA in writing. More detailed information is available in Part IV, I, Cost Effectiveness of the HMA Guidance available on the FEMA website at: <http://www.fema.gov/media-library/assets/documents/103279>.

Application for Federal Assistance and Assurances and Certifications Forms. Applicants must complete the following forms and attach them to their FMA grant application in the Mitigation eGrants system for submittal by the application deadline:

- Application for Federal Assistance (SF-424), *OMB #4040-0004*;
- Budget Information:
 - Budget Information for Non-construction Programs (SF-424A), *OMB #4040-0006*, or Budget Information for Construction Programs (SF-424C), *OMB #4040-0008*; and
- Assurances and Certifications:
 - Assurances for Non Construction Programs (SF-424B), *OMB #4040-0007*, or Assurances for Construction Programs (SF-424D), *OMB #4040-0009*;
 - Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (FEMA Form 20-16C), *OMB #1660-0025*; and
 - Disclosure of Lobbying Activities (SF-LLL), *OMB #4040-0013* (if the Applicant has engaged in or intends to engage in lobbying activities).

These Standard Forms are available on the Grants.gov website: <http://www.grants.gov/web/grants/forms/sf-424-family.html>. The FEMA Form FF 20-16C, Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements is available from the FEMA library online at <https://www.fema.gov/media-library/assets/documents/9754>.

Applicants may require their Subapplicants to complete and attach the grant application and/or Assurance and Certifications forms to their planning and project subgrant applications in the eGrants system. To turn on/off this requirement in the eGrants system, Applicants can click the "Administration" link on the eGrants Homepage to set their Preferences to enable/disable the forms. Information, training and resources on the Mitigation eGrants system are available on the FEMA website: <http://www.fema.gov/mitigation-egrants-system-0>.

Subapplicants should contact their Applicant agency for information specific to their state/territory Applicant agency's application process. Contact information

for the SHMOs is provided on the following FEMA webpage:
<http://www.fema.gov/state-hazard-mitigation-officers>.

Unique Entity Identifier and System for Award Management (SAM)

DHS is participating in the Grants.gov initiative that provides the grant community a single site to find grant funding opportunities. Before you can apply for a DHS grant, you must have a DUNS number, be registered in SAM, and be approved as an Authorized Organizational Representative (AOR).

Applicants are encouraged to register early. The registration process can take four weeks or more to be completed. Therefore, registration should be done in sufficient time to ensure it does not impact your ability to meet required submission deadlines.

DUNS number. Instructions for obtaining a DUNS number can be found at the following website: <http://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>. The DUNS number must be included in the data entry field labeled "Organizational DUNS" on the SF-424 family forms submitted as part of this application.

System for Award Management. In addition to having a DUNS number, Applicants must register with SAM. Step-by-step instructions for registering with SAM can be found here:

<http://www.grants.gov/web/grants/applicants/organization-registration/step-2-register-with-sam.html>.

Authorized Organizational Representative. A key step in the registration process is creating a username and password for the FEMA Grants Portal <https://portal.fema.gov>. Applicants and Subapplicants must register the individual who is able to make legally binding commitments for the Applicant/Subapplicant organization as the AOR in addition to other organizational staff who will assist with creating and managing applications.

After registering on the FEMA Grants Portal, Applicants and Subapplicants will need to request access to the Mitigation eGrants system on the FEMA Portal. This is crucial because all applications and subapplications must be submitted via the Mitigation eGrants system on the FEMA Grants Portal.

An Access ID is required to request access to the Mitigation eGrants system. Applicants should contact their appropriate FEMA Regional Office, and Subapplicants should contact their Applicant agency to get the appropriate Access ID. Contact information for the FEMA Regional Offices is provided on the FEMA website: <https://www.fema.gov/about-agency>. Contact information for the SHMOs is provided on the following FEMA webpage: <http://www.fema.gov/state-hazard-mitigation-officers>.

To read more detailed instructions for creating a profile on the FEMA Portal and registering for eGrants, see the job aid: “Registering for eGrants Accounts” on the FEMA web: <https://www.fema.gov/media-library/assets/documents/17425?id=3865>.

AOR Authorization. After creating a profile on the FEMA Portal and registering for Mitigation eGrants system access, FEMA Regions review eGrants access requests from Applicants, and Applicants review eGrants access requests from their Subapplicants. Applicants should contact their appropriate FEMA Regional Office, and Subapplicants should contact their Applicant agency regarding the status of their registrations. Contact information for the FEMA Regional Offices is provided on the FEMA website: <https://www.fema.gov/about-agency>. Contact information for the SHMOs is provided on the following FEMA webpage: <http://www.fema.gov/state-hazard-mitigation-officers>.

Approved users will receive an email from the eGrants system that indicates what system privileges have been authorized. “Sign/Submit” privileges are given to the AOR. Other users may be given “Create/Edit” and/or “View/Print” privileges. Once access is approved, users can login to the Mitigation eGrants system to create and manage their applications online. Only AORs, individual who can make legally binding commitments for the Applicant/Subapplicant organization, who have “Sign/Submit” privileges will be able to submit applications in the Mitigation eGrants system.

Applicants and Subapplicants are, therefore, encouraged to register on the FEMA Grants Portal and request access to the Mitigation eGrants system at the time of this announcement to ensure the ability to meet required submission deadlines. After you have been approved for access to the Mitigation eGrants system, you will be able to create applications online.

Electronic Signature. Applications submitted through the Mitigation eGrants system constitute electronically signed applications. The registration and account creation for the AOR establishes the AOR for each Applicant/Subapplicant’s organization. If you experience difficulties with the eGrants system, please contact the helpdesk by telephone: 1-855-228-3362 or email: MTeGrants@fema.dhs.gov.

The Federal awarding agency may not make a Federal award to an Applicant until the Applicant has complied with all applicable DUNS and SAM requirements. If an Applicant has not fully complied with the requirements by the time the Federal awarding agency is ready to make a Federal award, the Federal awarding agency may determine that the Applicant is not qualified to receive a Federal award and use that determination as a basis for making a Federal award to another Applicant.

Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their State's Single Point of Contact (SPOC) to comply with the State's process under Executive Order 12372 (see <http://www.fws.gov/policy/library/rgeo12372.pdf>). Name and addresses of the SPOCs are maintained at the Office of Management and Budget's home page at https://www.whitehouse.gov/omb/grants_spoc to ensure currency.

Funding Restrictions

Federal funds made available through this award may only be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any 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.

Program Funding Restrictions.

The maximum Federal share for FMA subapplications is as follows:

- \$100,000 for community mitigation advanced assistance applications
- \$10,000,000 for community mitigation project applications
- \$50,000 for technical assistance for states that received at least \$1 million in FMA awards in FY 2016
- \$50,000 for state flood hazard mitigation planning
- \$25,000 for local flood hazard mitigation planning
- 10 percent of the grant application budget for applicant management costs for applicants to administer and manage grant and subgrant activities (See the M&A Costs subsection below)
- 5 percent of plan and project subapplication budget for subapplicant management costs for subapplicants to manage their plan or project activity (see the Management and Administration (M&A) Costs subsection below)

Allowable costs are:

- Project design under advance assistance
- Planning costs
- Training related costs
- Domestic travel costs
- Construction and renovation costs
- Equipment costs

Applicants should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances. Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, please reference 2 CFR Part 200, available on the internet: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl

Unallowable costs are:

- Exercise related costs
- Operational Overtime costs

More detailed information is available in Part III, E.1, Eligible Activities, of the HMA Guidance available at <http://www.fema.gov/media-library/assets/documents/103279>.

Pre-Award Costs. Pre-award costs directly related to developing the FMA grant application or subapplication incurred after the application period has opened but prior to the date of the grant award are allowed. Such costs may have been incurred prior to application submission, for example, gathering NEPA data or developing a BCA (see section D, Application and Submission Information of this NOFO), preparing design specifications, or conducting workshops or meetings related to development and submission of subapplications.

Pre-award costs may be cost shared or Applicants and Subapplicants may identify them as their non-Federal cost share (see Cost Share or Match subsection in Section C, Eligibility Information of this NOFO).

Costs associated with implementation of the submitted grant application or subapplication incurred prior to grant award are not allowed. Mitigation activities initiated or completed prior to award are not eligible.

Applicants and Subapplicants who are not awarded grants or subgrants (awards/subawards) will not receive reimbursement for the corresponding pre-award costs. More detailed information is provided in the HMA Guidance, Part IV, F.2, Pre-Award Costs, available on the FEMA website: <http://www.fema.gov/media-library/assets/documents/103279>.

Management and Administration (M&A) Costs. Management costs are any indirect costs and administrative expenses that are reasonably incurred in administering an award or sub-award. Applicant and Subapplicant management cost activities directly related to the implementation of the FMA program, such as subapplication development, geocoding mitigation projects, delivery of technical assistance, and managing awards and staff salary costs are eligible for FMA funding in accordance with the HMA Guidance available on the FEMA website: <http://www.fema.gov/media-library/assets/documents/103279>.

Applicants may apply for Applicant management costs up to 10 percent of the total FMA grant application. Applicant requests for management costs must be submitted in a separate management costs subgrant application in the eGrants system (see the Content and Form of Application Submission subsection).

Applicants and Subapplicants may apply for Subapplicant management costs up to 5 percent of the cost of a planning or project subapplication. For applicants,

this is in addition to the 10 percent applicant management costs to manage the overall grant. Subapplication management cost activities must be added to the Scope of Work section and reflected in the Cost Estimate section of planning and project subgrant applications in the Mitigation eGrants system.

Management costs are only awarded in conjunction with awarded project or planning subapplications. Applicants and Subapplicants who do not receive awards/subawards for any planning or project subapplications will not receive reimbursement for management costs (see the Review and Selection Process subsection of Section E in this NOFO).

Indirect Facilities & Administrative (F&A) Costs. Indirect costs are allowable under this program as described in 2 CFR § 200.414. With the exception of Recipients who have never received a negotiated indirect cost rate as described in 2 CFR § 200.414(f), Recipients must have an approved indirect cost rate agreement with their cognizant Federal agency to charge indirect costs to this award. A copy of the approved rate (a fully executed, agreement negotiated with the Applicant's cognizant federal agency) is required at the time of application and must be provided to FEMA before indirect costs are charged to the award.

Other Submission Requirements

Environmental Planning and Historic Preservation (EHP) Compliance

Applicants and Subapplicants proposing projects that have the potential to impact the environment, including but not limited to modification or renovation of existing buildings, structures and facilities, or new construction including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to adversely impact environmental resources and/or historic properties.

E. Application Review Information

Application Evaluation Criteria

Prior to making a Federal award, FEMA is required by 31 U.S.C. 3321 and 41 U.S.C. 2313 to review information available through any OMB-designated repositories of government wide eligibility qualification or financial integrity information. Application evaluation criteria may include the following risk based considerations of the Applicant: (1) financial stability; (2) quality of management systems and ability to meet management standards; (3) history of performance in managing federal award; (4) reports and findings from audits; and (5) ability to effectively implement statutory, regulatory, or other requirements.

Review and Selection Process

FEMA will review each application to ensure compliance with applicable regulations at 44 C.F.R. Part 79 and the HMA Guidance, including eligibility of

the Applicant and Subapplicant; eligibility of proposed activities and costs; completeness of the subapplication; cost effectiveness and engineering feasibility of mitigation projects; and eligibility and availability of non-Federal cost share. For more detailed information, see the HMA Guidance, Part VI, Application Review Information, available on the FEMA website:

<http://www.fema.gov/media-library/assets/documents/103279>.

FEMA will select subapplications up to the available funding amount of \$160,000,000 in the following order.

1. Community Flood Mitigation – Up to \$70,000,000 available

a. Advanced Assistance.

FEMA will select the highest ranked eligible subapplication for Advance Assistance from each Applicant up to \$100,000 federal share based on final prioritization score (see table below) for a maximum of \$2,000,000.

Advanced Assistance can be used to develop mitigation strategies and obtain data to prioritize, select, and develop community flood hazard projects for future funding. FEMA will select subapplications that address flood risk on a community level based on final priority scoring criteria and that benefit communities with high participation and favorable standing in the NFIP. Consideration of Advanced Assistance early in the decision-making process can help facilitate the development of a viable project, as well as project implementation. FY17 community flood mitigation Advanced Assistance projects are not eligible for FY17 community flood mitigation Project funding. There is no guarantee for future Hazard Mitigation Assistance project funding if Advanced Assistance is awarded.

b. Community Flood Mitigation Projects.

FEMA will select the highest ranked eligible community flood mitigation subapplication from each Applicant up to \$10,000,000 federal share based on final priority scoring criteria (see table below) and that benefit communities with high participation and favorable standing in the NFIP. Applicants are not required to apply for Advanced Assistance funding to be eligible to receive a project award.

Eligible activities include but are not limited:

- Infrastructure protective measures
- Localized flood control to protect critical facilities

- Floodwater storage and diversion
- Floodplain and stream restoration
- Water and sanitary sewer system protective measures
- Utility protective measures
- Stormwater management
- Aquifer storage and recovery
- Wetland restoration/creation

Subapplications submitted for either the community flood mitigation Advance Assistance or project funding will be scored and ranked based on the following priorities:

| Priority | Description | Total Points |
|---|--|--------------|
| Private Partnership Cost Share | Cost share taken on by private organizations/businesses emphasizing community participation, collaboration, and investment. Points will be assigned based on percentage of private cost share invested. | 150 |
| Building Code Effectiveness Grading Schedule (BCEGS) rating | Assesses effectiveness of enforcement and adequacy of building codes with emphasis on mitigation. Classes weighted based on national class grouping ratings. Highest weight will be assigned to class 1 and descending through lower classes. | 100 |
| Community Rating System (CRS) Participation | The Community Rating System (CRS) recognizes and encourages community floodplain management activities that exceed the minimum NFIP standards. Depending upon the level of participation, flood insurance premium rates for policyholders can be reduced up to 45%. Highest weight will be assigned to class 1 and descending through lower classes. | 100 |
| Cooperating Technical Partners Program (CTP) Participation | Qualified partnership program where communities commit to collaborate in maintaining up-to-date flood hazard maps and other flood hazard information. Points are provided to CTP participating communities. | 100 |
| International Building Codes (IBC) Adopted (2009 or newer) | IBC adoption epitomizes community commitment to responsible building regulations. Points are provided to IBC participating communities with 2009 version or higher adopted. | 50 |
| | Total Points Available | 500* |

- * *In the event of a tie between two or more community flood mitigation applications:*
- *FEMA will use the highest Benefit Cost Ratio (BCR) as a tiebreaker for projects; and*
 - *FEMA will use the total number of active policies in the local jurisdiction as a tie breaker for Advance Assistance.*

After meeting the \$70,000,000 available for community flood mitigation or when all eligible community flood mitigation project subapplications have been selected, FEMA will select eligible subapplications for the remaining funds in the following order:

2. Technical Assistance.

FEMA will select eligible technical assistance subapplications up to \$50,000 Federal share for Applicants who received FMA awards totaling at least \$1,000,000 Federal share in FY 2016.

3. Flood Mitigation Planning.

FEMA will select eligible planning subapplications up to \$100,000 Federal share per Applicant with a maximum of \$50,000 Federal share for State mitigation plan updates and \$25,000 Federal share for local mitigation plans. FEMA may reduce the Federal share of any planning subapplication that exceeds the regulatory maximums.

4. Competitive funding for property flood mitigation projects.

FEMA will select eligible flood mitigation project subapplications on a competitive basis as follows:

- a. Projects that will mitigate flood damage to at least 50 percent of structures included in the subapplication that meet definition 42 U.S.C. 4104c(h)(3)(B)(ii) of a Severe Repetitive Loss (SRL) property: At least two separate NFIP claim payments have been made with the cumulative amount of such claims exceeding the market value of the insured structure
- b. Projects that will mitigate flood damage to at least 50 percent of structures included in the subapplication that meet the definition of a Repetitive Loss (RL) property: Have incurred flood-related damage on two occasions, in which the cost of the repair, on the average, equaled or exceeded 25% of the market value of the structure at the time of each such flood event
- c. Projects that will mitigate flood damage to at least 50 percent of structures included in the subapplication that meet definition 42 U.S.C. 4104c(h)(3)(B)(i) of a SRL property: four or more separate NFIP claims payments have been made with the amount of each claim exceeding \$5,000, and with the cumulative amount of claims payments exceeding \$20,000

5. FEMA will select remaining eligible applications once all above priorities are met based on benefits to the NFIP.

Applicants must ensure that accurate NFIP policy numbers and repetitive loss numbers are included in eGrants for all subapplications in order to be eligible to be selected for the above priorities.

For project subapplications in priority categories a through c above, FEMA will prioritize projects as follows:

- i. The highest percentage of structures included in the subapplication that meet the definition from 100 to 50 percent;

- ii. The largest number of structures included in the subapplication that meet the definition; and
- iii. FEMA-validated Benefit-Cost Ratio (BCR).

If a project subapplication includes structures that meet the definition in more than one of the priority categories, then the project will be considered under each of those priority categories, and the structures that meet the definition of each priority category will be counted for that category.

- For example, a project with structures that meet the definition in priority category (a) is not selected for priority (a) because less than 50 percent of the structures included in the subapplication meet that definition. However, the project also contains structures that meet the definition in priority category (b). So the project is considered for priority (b), and the percentage of structures included in the subapplication that meet the definition in priority category (b) is used to determine whether it is selected.

FEMA may select a subapplication out of priority order based upon one or more of the following factors:

- Availability of funding;
- Balance/distribution of funds geographically or by type of Applicant;
- Duplication of subapplications;
- Program priorities and policy factors; and,
- Other pertinent information.

FEMA will designate the selected planning and project subapplications as Identified for Further Review. Applicants with planning and/or project subapplication(s) that are Identified for Further Review that submitted a management costs subapplication (see Content and Form of Application Submission subsection in section C of this NOFO) are eligible to receive Applicant management costs not to exceed 10 percent of the selected planning and project subapplications.

Eligible subapplications that are not Identified for Further Review due to a lack of available funding will be given a status of Not Selected.

Planning and project subapplications that do not satisfy the eligibility and completeness requirements will be given a status of Does Not Meet HMA Requirements.

At its discretion, FEMA may review a decision regarding a planning or project subapplication that is Not Selected or Does Not Meet HMA Requirements only where there is an indication of substantive technical or procedural error that may have influenced FEMA's decision. There will be no reconsideration regarding the amount of planning subapplications, Applicant management costs or technical

assistance costs. Applicants must send requests for reconsideration based upon technical or procedural error to their FEMA Regional Office within 60 days of the posting of subapplication status (see Anticipated Announcement and Federal Award Dates section in this NOFO). Subapplicants should contact their Applicant agency regarding reconsideration requests, so that the Applicant may submit it to FEMA on their behalf. Contact information for each SHMO is provided at <http://www.fema.gov/state-hazard-mitigation-officers>.

The FEMA Regional Office will review reconsideration requests received from Applicants and submit the regional recommendation to FEMA Headquarters. FEMA Headquarters will make a final determination to overturn or uphold the original decision and send the response to the Applicant.

Prior to making an award, FEMA will evaluate a recipient to determine the level of risk when there is a history of failure to comply with general or specific terms and conditions of a Federal award or failure to meet the expected performance goals. If FEMA determines that a Federal award will be made, special conditions that correspond to the degree of risk assessed may be applied to the award, as specified in the HMA Guidance, Part VI, B, which is available on the internet at <http://www.fema.gov/media-library/assets/documents/103279>.

If the anticipated Federal award amount will be greater than the simplified acquisition threshold, currently \$150,000 (see 2 CFR § 200.88):

- i. Prior to making a Federal award with a total amount of Federal share greater than the simplified acquisition threshold, DHS is required to review and consider any information about the Applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS).
- ii. An Applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered and is currently in the designated integrity and performance system accessible through SAM.
- iii. DHS will consider any comments by the Applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the Applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by Applicants as described in 2 CFR § 200.205 Federal awarding agency review of risk posed by Applicants.

Anticipated Announcement and Federal Award Dates

FEMA anticipates announcing the status of applications by the Funding Selection Date of 01/30/2018.

FEMA will post the status of the planning and project subapplications on the FEMA website: <http://www.fema.gov/flood-mitigation-assistance-grant-program> and alert FMA webpage subscribers when the results of the review are published. For information on how to sign up for a FEMA webpage subscription, visit <https://www.fema.gov/subscribe-receive-free-email-updates>.

Applicants with planning/project subapplications that are Identified for Further Review will receive notification through the Mitigation eGrants system via an automatic e-mail to the point(s) of contact designated in the Contact Information section of their FMA grant application. Subapplicants should contact their Applicant agency for information. Contact information for each SHMO is provided at <http://www.fema.gov/state-hazard-mitigation-officers>.

F. Federal Award Administration Information

Notice of Award

FEMA will provide the Federal award package to the Applicant electronically via the Mitigation eGrants system. Award packages include an award letter, Obligating Document for Awards/Amendments, and Articles of Agreement, including EHP review and/or other conditions. An email notification of the award package will be sent through the eGrants system to the Applicant point(s) of contact designated in the FMA grant application. See 2 CFR § 200.210, Information contained in a Federal award:

<http://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-210>.

When FEMA obligates funds for a grant to an Applicant, the Applicant and Subapplicant are denoted as Recipient and Subrecipient, respectively. The Recipient and Subrecipient agree to abide by the grant award terms and conditions as set forth in the Articles of Agreement provided in the award package. Recipients must accept all conditions in this NOFO as well as any Special Terms and Conditions. For detailed information, see the HMA Guidance, Part VI, A on the FEMA website: <http://www.fema.gov/media-library/assets/documents/103279>.

Administrative and National Policy Requirements

All successful Applicants for all DHS grant and cooperative agreements are required to comply with DHS Standard Administrative Terms and Conditions, which are available online at: [DHS Standard Terms and Conditions](#). The applicable DHS Standard Administrative Terms and Conditions will be those in effect at the time in which the award was made.

The AOR should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under Federal Awards. Recipients must accept all conditions in this NOFO as well as any Special Terms and Conditions in the Notice of Award to receive an award under this program.

Mitigation Plan Requirement. All Applicants and Subapplicants must have a FEMA approved Mitigation Plan at the award date (as well as by the application deadline) to receive a project award under this program in accordance with Title 44 CFR Part 201. FEMA may allow Extraordinary Circumstances for communities and Tribes whose plan expired after the application deadline to allow award of the project. More detailed information is provided Part III, E.5.3, Extraordinary Circumstances, of the HMA Guidance available on the internet at <http://www.fema.gov/media-library/assets/documents/103279>.

Environmental Planning and Historic Preservation (EHP) Compliance. As a Federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by the agency, including grants-funded projects, comply with Federal EHP regulations, laws and Executive Orders as applicable. In some cases, FEMA is also required to consult with other regulatory agencies and the public in order to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.

Construction Project Requirements. Acceptance of Federal funding requires FEMA, the Recipient and any Subrecipients to comply with all Federal, state and local laws prior to the start of any construction activity. Failure to obtain all appropriate Federal, state and local environmental permits and clearances may jeopardize Federal funding.

1. Any change to the approved scope of work will require re-evaluation by FEMA for Recipient and Subrecipient compliance with the NEPA and other laws and Executive Orders.
2. If ground disturbing activities occur during construction, the Recipient and any Subrecipients must ensure monitoring of ground disturbance, and if any potential archaeological resources are discovered, the Subrecipient will immediately cease construction in that area and notify the Recipient and FEMA.

Acquisition Project Requirements. The Subrecipient must provide FEMA with a signed copy of the Statement of Voluntary Participation for each property post-award. The Statement of Voluntary Participation formally documents the Notice of Voluntary Interest and information related to the purchase offer. The Statement of Voluntary Participation is available on the FEMA website at <https://www.fema.gov/media-library/assets/documents/13708>.

Subrecipients must apply deed-restriction language to all acquired properties to ensure that the property is maintained in perpetuity as open space consistent with natural floodplain functions, as agreed to by accepting FEMA mitigation award funding. Deed-restriction language is applied to acquired properties by recording the open space and deed restrictions. The FEMA Model Deed Restriction is

available on the FEMA website at <https://www.fema.gov/media-library/assets/documents/28496>.

Reporting

Recipients are required to submit financial and programmatic reports to FEMA as a condition of their award acceptance throughout the period of performance, including partial calendar quarters, as well as for periods where no grant award activity occurs. Future awards and fund drawdowns may be withheld if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

The following reporting periods and due dates apply:

| Reporting Period | Report Due Date |
|-------------------------|-----------------|
| October 1 – December 31 | January 30 |
| January 1 – March 31 | April 30 |
| April 1 – June 30 | July 30 |
| July 1 – September 30 | October 30 |

Federal Financial Reporting Requirements. Recipients must report obligations and expenditures on a quarterly basis through the Federal Financial Reporting (FFR), SF-425, to DHS/FEMA. Recipients must file the FFR electronically using the Payment and Reporting System (PARS). Award recipients must submit an FFR quarterly throughout the period of performance, including partial calendar quarters, as well as for periods where no grant award activity occurs. FEMA may withhold future awards and fund drawdowns if these reports are delinquent, demonstrate lack of progress, or are insufficient in detail.

The SF-425, FFR form, OMB #0348-0061, is available from the Grants.gov website: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

Financial and Compliance Audit Report. For audits of fiscal years beginning on or after December 26, 2014, recipients that expend \$750,000 or more from Federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be performed in accordance with the requirements of Government and Accountability Office's (GAO) Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and the requirements of Subpart F of 2 C.F.R. Part 200, located at <http://www.ecfr.gov/cgi-bin/text-idx?SID=55e12eead565605b4d529d82d276105c&node=2:1.1.2.1.1.6&rgn=div6>.

For audits of fiscal years beginning prior to December 26, 2014, recipients that expend \$500,000 or more from Federal funding sources during their fiscal year are required to submit an organization-wide financial and compliance audit report. The audit must be in accordance with GAO's Government Auditing Standards, located at <http://www.gao.gov/govaud/ybk01.htm>, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations, located at <https://www.whitehouse.gov/omb/information-for-agencies/circulars>.

Program Performance Reporting Requirements. Recipients must report on the progress of the grant on a quarterly basis to DHS/FEMA using the Quarterly Performance Report in the eGrants system, OMB #1660-0072. The Quarterly Performance Reports must be electronically submitted in eGrants quarterly throughout the period of performance, including partial calendar quarters, as well as for periods where no grant award activity occurs. Reports are due within 30 days from the end of the first Federal quarter following the initial grant award and thereafter until the grant ends.

Close Out Reporting Requirements. Within 90 days after the end of the period of performance, or after an amendment has been issued to close out a grant, whichever comes first, recipients must submit a final FFR and final progress report detailing all accomplishments and a qualitative summary of the impact of those accomplishments throughout the period of performance.

If applicable, an inventory of all construction projects that used funds from this program has to be reported using the Real Property Status Report (SF-429) OMB #4040-0016, available on the Grants.gov website:

<https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html>.

After FEMA has reviewed and approved these reports, FEMA will issue a close-out notice to the recipient to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for three years from the date of the final FFR.

The recipient is responsible for returning any funds that have been drawn down but remain as unliquidated on recipient financial records.

G. DHS Awarding Agency Contact Information

Contact and Resource Information

Program Questions. General questions about the FMA program can be directed to the appropriate FEMA Regional Office or SHMO. Contact information for FEMA Regional Offices is provided at <http://www.fema.gov/about-agency>. Contact information for each SHMO is provided at <http://www.fema.gov/state-hazard-mitigation-officers>.

The HMA Helpline is available via telephone: 1-866-222-3580 or email: HMAGrantsHelpline@fema.dhs.gov.

Financial and Administrative Questions. FEMA Regional Assistance Officers manage, administer and conduct application budget review, create the award package, approve, amend and close out awards, as well as conduct cash analysis, financial monitoring, and audit resolution for this program. Contact the appropriate FEMA Regional Office for additional information. Contact

information for FEMA Regional Offices is provided at <http://www.fema.gov/about-agency>.

Technical Assistance. Upon request, FEMA will provide technical assistance to Applicants and Subapplicants in preparing applications. FEMA encourages Applicants and Subapplicants to seek technical assistance early in the application period by contacting their appropriate FEMA Regional Office. Contact information for FEMA Regional Offices is provided at <http://www.fema.gov/about-agency>.

For questions about cost effectiveness and FEMA's BCA software, contact the BC Helpline via telephone: 1-855-540-6744 or email: BCHelpline@fema.dhs.gov.

The Feasibility and Effectiveness Helpline is available for guidance on FEMA Building Science publications via email: FEMA-BuildingScienceHelp@fema.dhs.gov.

For questions about NEPA or EHP requirements, the EHP Helpline is available via telephone: 1-866-222-3580 or email: ehhelpline@fema.dhs.gov.

The EHP POC is
Portia Ross, CFM
Integration and Technology Branch Chief
Office of Environmental Planning and Historic Preservation
FEMA / DHS
500 C Street, SW
Washington, DC 20472
Desk: 202-212-5929
Cell: 303-386-2316
portia.ross@fema.dhs.gov

Resources and job aids intended to help Applicants and Subapplicants prepare mitigation planning and project applications are available on FEMA's Hazard Mitigation Assistance web page: <https://www.fema.gov/application-development-1>. FEMA has developed publications that specify the documentation and information necessary for FEMA to review project applications for feasibility and effectiveness, cost effectiveness, and potential impacts on environmental and cultural resources: <https://www.fema.gov/hazard-mitigation-assistance-publications>.

Mitigation eGrants System. Information, training and resources on the Mitigation eGrants system for Applicant and Subapplicant users are available on the FEMA website: <http://www.fema.gov/mitigation-egrants-system-0>. The eGrants Helpdesk can be reached via telephone: 1-855-228-3362 or email: MTeGrants@fema.dhs.gov.

H. Additional Information

Extensions

Extensions to this program are allowed, per HMA Guidance, Part VI, D.4.1 available on the internet at <http://www.fema.gov/media-library/assets/documents/103279>.

Recipients must submit proposed extension requests to FEMA for review and approval at least 60 days prior to the expiration of the grant period of performance.

Extensions to the initial period of performance identified in the award will be considered only through formal, written requests to the Recipient's respective Region and must contain specific and compelling justification as to why an extension is required. Recipients are advised to coordinate with the Region as needed when preparing an extension.

All extension requests must address the following:

1. Grant Program, Fiscal Year, and award number;
2. Verification that progress has been made as described in quarterly reports;
3. Reason for delay – this must include details of the legal, policy, or operational challenges being experienced that prevent the final outlay of awarded funds by the applicable deadline;
4. Current status of the activity/activities;
5. Approved period of performance termination date and new project completion date;
6. Amount of funds drawn down to date;
7. Remaining available funds, both Federal and non-Federal;
8. Budget outlining how remaining Federal and non-Federal funds will be expended;
9. Plan for completion including milestones and timeframes for achieving each milestone and the position/person responsible for implementing the plan for completion; and
10. Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work approved by FEMA.

Requests for extensions to a grant period of performance will be evaluated by FEMA but will not be approved automatically. The Regional Administrator can extend the period of performance for up to twelve months with justification. All requests to extend the grant period of performance beyond twelve months from the original grant termination date must be approved by FEMA Headquarters.

Other

Related HMA Programs

Hazard Mitigation Grant Program. The Hazard Mitigation Grant Program (HMGP) is authorized by Section 404 of the Stafford Act, 42 U.S.C. 5170c. The key purpose of HMGP is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. HMGP funding is available, when authorized under a Presidential major disaster declaration, in the

areas of the State requested by the Governor. Indian Tribal governments may also submit a request for a major disaster declaration within their impacted areas.

The amount of HMGP funding available to the Applicant is based on the estimated total of Federal assistance, subject to the sliding scale formula outlined in 44 CFR § 206.432(b) that FEMA provides for disaster recovery under the Presidential major disaster declaration. The formula provides for up to 15 percent of the first \$2 billion of estimated aggregate amounts of disaster assistance, up to 10 percent for amounts between \$2 billion and \$10 billion, and up to 7.5 percent for amounts between \$10 billion and \$35.333 billion. For States with enhanced plans, the eligible assistance is up to 20 percent for estimated aggregate amounts of disaster assistance not to exceed \$35.333 billion. No more than seven percent of the HMGP funds available may be used for mitigation planning. The remaining funds may be used for projects. Local governments are considered Subapplicants and must apply to their Applicant State/territory.

Pre-Disaster Mitigation. The Pre-Disaster Mitigation (PDM) program, authorized by the Stafford Act, 42 U.S.C. 5133, is designed to assist States, U.S. Territories, Native American Tribal governments, and local communities to implement a sustained pre-disaster natural hazard mitigation program to reduce overall risk to the population and structures from future hazard events, while also reducing reliance on Federal funding in future disasters. Congressional appropriations provide the funding for PDM. The total amount of funds distributed for PDM is determined once the appropriation is provided for a given Fiscal Year. PDM funds can be used for mitigation projects and planning activities.

Further information regarding these programs is available in the HMA Guidance on the FEMA website: <http://www.fema.gov/media-library/assets/documents/103279>.

Payment

FEMA utilizes PARS for financial reporting, invoicing and tracking payments. Additional information on PARS can be obtained at <https://isource.fema.gov/sf269/execute/LogIn?sawContentMessage=true>.

FEMA uses the Direct Deposit/Electronic Funds Transfer (DD/EFT) method of payment to Recipients. To enroll in the DD/EFT, the Recipient must complete a SF-1199A, Direct Deposit Form.

Conflict of Interest

To eliminate and reduce the impact of conflicts of interest in the subaward process, Recipients must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Recipients are also required to follow any applicable State, local, or tribal statutes or regulations governing conflicts of interest in the making of subawards.

The Recipient must disclose to FEMA, in writing, any real or potential conflict of interest as defined by the Federal, state, local, or tribal statutes or regulations or their own existing policies that may arise during the administration of the federal award. Recipients must disclose any real or potential conflicts to the FEMA Program Analyst within fifteen days of learning of the conflict of interest, per HMA Guidance Part III, D.2 available on the internet at <http://www.fema.gov/media-library/assets/documents/103279>. Similarly, Subrecipients must disclose any real or potential conflict of interest to the Recipient as required by the recipient's conflict of interest policies, or any applicable State, local, or tribal statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a Federal award in situations where a FEMA employee, officer, or agent, any members of his or her immediate family, or his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an Applicant, Subapplicant, Recipient, Subrecipient, or FEMA employee.

Exhibit B
ORIGINAL GRANT APPLICATION

Subgrant Project Application

Application Title: FMA 2017 Teague home elevation - 28 Mimosa

Subgrant Applicant: City of Teague

Application Number: FMA-PJ-06-TX-2017-017

Application Year: 2018

Grant Type: Project Application

Address: 105 South 4th Av , Teague, TX 75860-0000

Subapplicant Information

| | |
|---|--|
| Name of Subapplicant | City of Teague |
| State | TX |
| Type of Subapplicant | Local Government |
| Legal status, function, and facilities owned: | |
| State Tax Number: | |
| Federal Tax Number: | |
| Other type name: | |
| Federal Employer Identification (EIN) | 74-6002360 |
| What is your DUNS Number? | 133701917 - |
| Is Subapplication subject to review by Executive Order 12372 Process? | No. Program is not covered by E.O. 12372 |
| Is the Subapplicant delinquent on any Federal debt? | No |
| Explanation: | |
| Federal Identification Processing Standard (FIPS) Place Code | |
| Community | Teague (72020) |

Contact

Authorized Subgrant Agent

| | |
|---------------------|--------------------------------|
| Title | Ms. |
| First Name | Teresa |
| Middle Initial | |
| Last Name | Prasil |
| Title | City Manager/Secretary |
| Agency/Organization | City of Teague |
| Address 1 | 105 South 4th Av |
| Address 2 | |
| City | Teague |
| State | TX |
| ZIP | 75860 |
| Phone | 254-739-2547 Ext. |
| Fax | 254-739-2433 |
| Email | administrator@cityofteague.com |

Point of Contact

| | |
|---------------------|-------------------|
| Title | Mr. |
| First Name | Rick |
| Middle Initial | |
| Last Name | Sims |
| Title | |
| Agency/Organization | City of Teague |
| Address 1 | Box 299 |
| Address 2 | |
| City | Teague |
| State | TX |
| ZIP | 75860 - 7586 |
| Phone | 254-739-2563 Ext. |
| Fax | 254-739-2565 |
| Email | ricky@glade.net |

Community Information

Please provide the name of each community that will benefit from this mitigation activity by clicking on the Find Community button. You shall modify Congressional District for each community by directly editing the textbox(es) provided. You should also notify your state NFIP coordinator so that it can be updated in the Community Information System database. When you are finished, click the *Save and Continue* button below.

| State | County Code | Community Name | CID Number | CRS Community | CRS Rating | State Legislative District | US Congressional District |
|-------|------------------|---------------------------------|------------|---------------|------------|----------------------------|---------------------------|
| TX | 480236_QBM0Z0DJW | TEAGUE, CITY OF | 480236 | N | | 480236 | 2 |

Comments

Attachments

| | | |
|--|------------------|----------------------|
| State | TX | |
| Community Name | TEAGUE, CITY OF | |
| County Name | TEXAS | |
| County Code | FREESTONE COUNTY | |
| City Code | 480236 | |
| FIPS Code | 161 | Help |
| CID Number | 480236 | Help |
| CRS Community | N | |
| CRS Rating | | |
| State Legislative District | 480236 | |
| US Congressional District | 2 | |
| FIRM or FHBM available? | No | |
| Community Status | PARTICIPATING | Help |
| Community participates in NFIP ? | Yes | |
| Date entered in NFIP | 06-24-1975 | |
| Date of most recent Community Assistance Visit (CAV) ? | | Help |

Mitigation Plan

Is the entity that will benefit from the proposed activity covered by a current FEMA-approved multi-hazard mitigation plan in compliance with 44 CFR Part 201? Yes

If Yes, please answer the following:

What is the name of the plan? Freestone County Multi Hazard Mitigation Plan

What is the type of plan? Local MultiJurisdictional Multihazard Mitigation Plan

When was the current multihazard mitigation plan approved by FEMA? 01-20-2015

Describe how the proposed activity relates to or is consistent with the FEMA-approved mitigation plan. The plan meets the requirements to address all hazard mitigation requirements.

If No or Not Known, please answer the following:

Does the entity have any other mitigation plans adopted? No

If Yes, please provide the following information.

| Plan Name | Plan Type | Date Adopted | Attachment |
|-----------|-----------|--------------|------------|
|-----------|-----------|--------------|------------|

Does the State/Tribe in which the entity is located have a current FEMA-approved mitigation plan in compliance with 44 CFR Part 201? Yes

If Yes, please answer the following:

What is the name of the plan? Texas Standard Mitigation Plan

What is the type of plan? Standard State Multi-hazard Mitigation Plan

When was the current multihazard mitigation plan approved by FEMA? 10-22-2013

Describe how the proposed activity relates to or is consistent with the State/Tribe's FEMA-approved mitigation plan. Elevation of floodprone homes is a priority listed in the State's Hazard mitigation Plan

If you would like to make any comments, please enter them below.

To attach documents, click the *Attachments* button below.

Scope of Work (Page 1 of 3)

Title of your proposed activity (should include the type of activity and location):

FMA 2017 Teague home elevation - 28 Mimosa

Hazard(s) Identified to be mitigated:

Flood

Proposed types of Mitigation Activity(ies):

| Activity Code | Activity Name |
|---------------|--|
| 202.1 | Elevation of Private Structures - Riverine |

If Other or Miscellaneous selected above, please specify:

Provide a clear and detailed description of your proposed activity:

The proposed project is to elevate one insured property located within the City of Teague. Project will be designed in compliance with NFIP standards in 44 CFR Part 60.

Is there construction in this project?

Y

Provide a detailed description of the proposed project's location (e.g. municipality, street address, major intersecting streets and other important landmarks). Supporting documentation such as maps that clearly identify the location and critical features to the project such as topography, waterways, adjacent community boundaries, etc., should be attached:

The home to be elevated is located at 28 Mimosa in the City of Teague, TX. See project location map attached in the properties section of this application.

Scope of Work (Page 2 of 3)

Latitude:

31.635673

Longitude:

-96.27455

Describe the need for this activity. Why should this mitigation activity be completed?

Repetitive losses usually occur when a home is built below base flood elevation. Homes built prior to federal flood guidelines are especially susceptible to repetitive loss. The city's flood plain ordinance requires that homes be built or elevated above base flood elevation. The home on this application is on FEMA FMA RL list. This home needs to be elevated above BFE in order to prevent future flooding and NFIP claims. To be included in this grant, this home had to meet grant requirements, the most basic of which is to have flood insurance on their home. This home has had NFIP losses totaling over \$300,000 over the four years, there can be no doubt that this home needs to be elevated above base flood elevation. With FEMA assistance through the FMA grant program, the objectives and needs outlined above can be achieved, while also providing long-term solutions to this flooding problems, which in turn should eliminate NFIP loss claims at this property.

Who will the mitigation activity benefit and/or impact?

The mitigation activity will benefit this FMA RL Property. By elevating the home above the BFE, NFIP losses will greatly be reduced. This will reduce financial losses to the property owner and NFIP. Elevation of this

property will reduce impacts of flood events and benefit the community from less economic impacts. Also elevated homes will produce less debris after a flood disaster, resulting in recovery cost savings and less impact on landfills.

How will the mitigation activity be implemented?

The mitigation activity will be implemented by notification of this property owner. A grant packet will be developed and if awarded contractors will be qualified to perform the approved work for the projects. Elevations of structure above the BFE is the primary goal.

Describe how the project is technically feasible and will be effective in reducing the risk by reducing or eliminating damage to property and/or loss of life in the project area. Please include engineering design parameters and references to the following: preliminary schematic or engineering drawings/design; applicable building codes; engineering practices and/or best practices; level of protection (e.g., life safety, 100-yr floor protection with freeboard, 100-yr wind design, etc.):

This project will reduce future NFIP losses by elevation of the home above the BFE. Project will be designed in compliance with local ordinances, NFIP standards and 44 CFR Part 60.

Who will manage and complete the mitigation activity?

The city will administer the grant on behalf of the participating homeowner. The city's finance department will set up an account for receiving the grant funds, and will pay contractors for the work performed. Prior to the commencement of work contractors will obtain appropriate permits. City inspectors will oversee the work and approve completion.

Scope of Work (Page 3 of 3)

Will the project address the hazards identified and what risks will remain from all hazards after project implementation (residual risk)?

The projects will address the hazards of floods by elevating the home above the BFE. This will result in reduced flood losses to structure and contents. Flood risks will remain, however elevating the home above the proposed BFE will greatly reduce this risk.

When will the mitigation activity take place?

The mitigation activity will commence after notification of the award. Property will be schedule for completion within the cycle of the grant.

Why is this project the best alternative. What alternatives were considered to address the Risk and why was the proposed activity considered the best alternative?

Using proven technology, this home can be elevated above BFE. Elevation will mitigate future NFIP losses on this structure. Without elevation this home is subject to future losses and property owner will incur increased premium costs under the HFIAA 2014. Elevation is the best alternative to mitigation of this property. Acquisition and demolition is not feasible due to the economic loss to the community.

Please identify the entity that will perform any long-term maintenance and provide a maintenance schedule and cost information. The subapplicant or owner of the area to be mitigated is responsible for maintenance (including costs of long-term care) after the project is completed:

Homeowner will assume the role of long term maintenance on this property.

If you would like to make any comments, please enter them below:

See attached elevation scope

Attachments:

[Elevation Scope.doc](#)

Subgrant Project Application

Application Title: FMA 2017 Teague home elevation - 28 Mimosa
Subgrant Applicant: City of Teague
Application Number: FMA-PJ-06-TX-2017-017
Application Year: 2018
Grant Type: Project Application
Address: 105 South 4th Av , Teague, TX 75860-0000

Properties

Damaged Property Address:

| | |
|----------------|----------------|
| Address line 1 | 28 Mimosa Land |
| Address line 2 | |
| City | Teague |
| County | Freestone |
| State | TX |
| ZIP | 75860 |

Owner Information:

| | | |
|-------------|-------|--------|
| First Name | Ricky | |
| Middle Name | | |
| Last Name | Sims | |
| | Home | Office |
| Phone | | Ext. |
| | Cell | |

Owner's Mailing Address:

| | |
|----------------------------|--------------|
| Address line 1 | PO Box 299 |
| Address line 2 | |
| Other (PO Box, Route, etc) | |
| City | Teague |
| State | TX |
| ZIP | 75860 - 0299 |

| | |
|--|---|
| Does this property have other co-owners or holders of recorded interest? | N |
|--|---|

Property Information:

[Latitude](#)
[Longitude](#)
 Year Built
 Structure Type
 Property Tax Identification Number
 Legal Description

D C CANNON A-130

Does this property have an [NFIP Policy Number](#)

Policy Number

FMA Repetitive Loss

FMA Severe Repetitive Loss

Property Locator Number

Hazards to be mitigated:

* Property Action

Property Information II:

Substantially Damaged? No

[Purchase Offer Amount](#) 0.00

[Base Flood Elevation](#) 478.63 feet

[First Floor Elevation](#) 468.25 feet

Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation 1 feet

Foundation type SOG

* [Flood Zone Designation](#) Area of special flood hazard without water surface elevations determined (A)

How was cost-effectiveness determined for this property: BCA

Comments

Attachments

Name

[16080 Elevation Certificate Letter attachments 5-8.pdf](#)

[Floodplain map - 28 mimosa.pdf](#)

[28 Mimosa Site map.docx](#)

[16080 Elevation Certificate Letter with attachments 1-4.pdf](#)

[28 Mimosa - NVI and funds letter.pdf](#)

Subgrant Project Application

Application Title: FMA 2017 Teague home elevation - 28 Mimosa

Subgrant Applicant: City of Teague

Application Number: FMA-PJ-06-TX-2017-017

Application Year: 2018

Grant Type: Project Application

Address: 105 South 4th Av , Teague, TX 75860-0000

Schedule

Enter Work Schedule

| Description Of Task | Starting Point | Unit Of Time | Duration | Unit Of Time | Work Complete By |
|---|----------------|--------------|----------|--------------|------------------|
| Seek RFP for projects/qualify contactors | 2 | MONTHS | 2 | MONTHS | City |
| Award Contract | 1 | MONTHS | 1 | MONTHS | City |
| Schedule & Begin Project | 2 | MONTHS | 22 | MONTHS | City/Contractor |
| Receive Grant Award | 1 | MONTHS | 1 | MONTHS | City |
| Project Closeout | 22 | WEEKS | 2 | WEEKS | City/State |
| Estimate the total duration of the proposed activity: | | | 24 | MONTHS | |

202.1 - Elevation of Private Structures - Riverine

Federal Share: \$ 386,067.31

| Item Name | Cost Classification | Unit Quantity | Unit of Measure | Unit Cost (\$) | Cost Estimate (\$) |
|---------------------------------|--------------------------------------|---------------|-----------------|-------------------|----------------------|
| Elevation | Construction And Project Improvement | 3,456.00 | Square Foot | \$ 115.03 | \$ 397,543.68 |
| Temporary Housing | Miscellaneous | 120.00 | Day | \$ 91.00 | \$ 10,920.00 |
| Project/construction Management | Construction And Project Improvement | 1.00 | Each | \$ 5,500.00 | \$ 5,500.00 |
| Subapplicant Management Fee | Administrative Expense | 150.00 | Hour | \$ 100.00 | \$ 15,000.00 |
| | | | | Total Cost | \$ 428,963.68 |

Total Project Cost Estimate: \$ 428,963.68

| | | Cost Share | |
|------------------------------|--|---------------|--------------|
| Activity Cost Estimate | | \$ 428,963.68 | |
| Federal Share Percentage | | 89.99999953% | |
| Non-Federal Share Percentage | | 10.00000047% | |
| | | Dollars | Percentage |
| Proposed Federal Share | | \$ 386,067.31 | 89.99999953% |
| Proposed Non-Federal Share | | \$ 42,896.37 | 10.00000047% |

| Non-Federal Funds | | | | |
|--------------------|-----------------------|--------------|---------------------|------------------------------|
| Source Agency | Name of Source Agency | Funding Type | Amount (\$) | Action |
| Other (Homeowner) | Homeowner Cash | Cash | \$ 42,896.37 | View Details |
| Grand Total | | | \$ 42,896.37 | |

If you would like to make any comments, please enter them below.

This property is an FMA RL property funded at 90% - see attached FEMA claims information (from the RL database) for confirmation of this federal percentage.

Attachments

[28 Mimosa FMA RL from RL list.xlsx](#)

| | |
|--------------------------------------|--|
| Funding Source | Other Agency Funding (Homeowner) |
| Name of Funding Source | Homeowner Cash |
| Funding Type | Cash |
| Amount | \$ 42,896.37 |
| Date of availability | 01-01-2018 |
| Funds commitment letter date | 10-04-2018 |
| Attachment (funds commitment letter) | 28 Mimosa - NVI and funds letter.pdf |

Cost Effectiveness

Attach the Benefit Cost Analysis (BCA), if completed for this project

| | |
|--|--------------|
| Net Present Value of Project Benefits (A) | \$ 1112425.0 |
| Total Project Cost Estimate (B) | \$ 428962.0 |
| What is the Benefit Cost Ratio for the entire project (A/B)? | 2.59 |

If you would like to make any comments, please enter them below.

Attachments:

[BCA Report \(1\).pdf](#)

[BCA Tech memo for 28 Mimosa.doc](#)

[16080 Elevation Certificate Letter with attachments 1-4.pdf](#)

[Sims Proposal 28 Mimosa.pdf](#)

[BCA Export \(1\).zip](#)

[16080 Elevation Certificate Letter attachments 5-8.pdf](#)

[FREESTONE CENTRAL APPRAISAL DISTRICT - Account # 00130-03004-00000-000000.pdf](#)

[Per Diem Rates Look-Up.pdf](#)

A. National Historic Preservation Act - Historic Buildings and Structures

- * 1. Does your project affect or is it in close proximity to any buildings or structures 50 years or more in age? No

If Yes, you must confirm that you have provided the following:

- The property address and original date of construction for each property affected (unless this information is already noted in the Properties section),
- A minimum of two color photographs showing at least three sides of each structure (Please label the photos accordingly),
- A diagram or USGS 1:24,000 scale quadrangle map displaying the relationship of the property (s) to the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Information gathered about potential historic properties in the project area, including any evidence indicating the age of the building or structure and presence of buildings or structures that are listed or eligible for listing on the National Register of Historic Places or within or near a National Register listed or eligible historic district. Sources for this information may include the State Historic Preservation Officer, and/or the Tribal Historic Preservation Officer (SHPO/THPO), your local planning office, historic preservation organization, or historical society.
- Consideration of how the project design will minimize adverse effects on known or potential historic buildings or structures, and any alternatives considered or implemented to avoid or minimize effects on historic buildings or structures. Please address and note associated costs in your project budget.
- For acquisition/demolition projects affecting historic buildings or structures, any data regarding the consideration and feasibility of elevation, relocation, or flood proofing as alternatives to demolition.
- Attached materials or additional comments.

Comments:

Attachments:

B. National Historic Preservation Act - Archeological Resources

- * 1. Does your project involve disturbance of ground? Yes

If Yes, you must confirm that you have provided the following:

- A description of the ground disturbance by giving the dimensions (area, volume, depth, etc.) and location

The past use of the area to be disturbed, noting the extent of previously disturbed ground.

A USGS 1:24,000 scale or other site map showing the location and extent of ground disturbance.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

Any information about potential historic properties, including archeological sites, in the project area. Sources of this information may include SHPO/THPO, and/or the Tribe's cultural resources contact if no THPO is designated. Include, if possible, a map showing the relation of any identified historic properties to the project area.

Attached materials or additional comments.

Comments:

all work will be completed in previously disturbed ground

Attachments:

C. Endangered Species Act and Fish and Wildlife Coordination Act

* 1. Are Federally listed threatened or endangered species or their critical habitat present in the area affected by the project? No

If Yes, you must confirm that you have provided the following:

Information you obtained to identify species in or near the project area. Provide the source and date of the information cited.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

Any request for information and associated response from the USFWS, the National Marine Fisheries Service (NMFS) (for affected ocean-going fish), or your State Wildlife Agency, regarding potential listed species present and potential of the project to impact those species.

Attached materials or additional comments.

Comments:

* 2. Does your project remove or affect vegetation? No

If Yes, you must confirm that you have provided the following:

Description of the amount (area) and type of vegetation to be removed or affected.

A site map showing the project area and the extent of vegetation affected.

Photographs or digital images that show both the vegetation affected and the vegetation in context of its surroundings.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Attached materials or additional comments.

Comments:

- * 3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water? No

If Yes, and project is not within an existing building, you must confirm that you have provided the following:

- A USGS 1:24,000 scale quadrangle map showing the project activities in relation to all nearby water bodies (within 200 feet).
- Any information about the type of water body nearby including: its dimensions, the proximity of the project activity to the water body, and the expected and possible changes to the water body, if any. Identify all water bodies regardless whether you think there may be an effect
- A photograph or digital image of the site showing both the body of water and the project area.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Evidence of any discussions with the US Fish and Wildlife Service (USFWS), and/or your State Wildlife Agency concerning any potential impacts if there is the potential for the project to affect any water body.
- Attached materials or additional comments.

Comments:

Attachments:

D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)

- * 1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as "waters of the U.S" as identified by the US Army Corps of Engineers or on the National Wetland Inventory? No

If Yes, you must confirm that you have provided the following:

- Documentation of the project location on a USGS 1:24,000 scale topographic map or image and a copy of a National Wetlands Inventory map or other available wetlands mapping information.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Request for information and response letter from the US Army Corps of Engineers and/or State resource agencies regarding the potential for wetlands, and applicability of permitting requirements.
- Evidence of alternatives considered to eliminate or minimize impacts to wetlands.
- Attached materials or additional comments.

Comments:

Attachments:

E. Executive Order 11988 (Floodplain Management)

- * 1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 100 year floodplain, a 500 year floodplain if a critical facility, an identified regulatory floodway, or an area prone to flooding? No

If Yes, please indicate in the text box below any documentation to identify the means or the alternatives considered to eliminate or minimize impacts to floodplains (See the 8 step process found in 44 CFR Part 9.6.) to help FEMA evaluate the impact of the project:

- * 2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Hydrologic/hydraulic information from a qualified engineer to demonstrate how drainage and flood flow patterns will be changed and to identify down and upstream effects.
- Evidence of any consultation with US Army Corps of Engineers (may be included under Part D of the Environmental Information).
- Request for information and response letter from the State water resource agency, if applicable, with jurisdiction over modification of waterways.
- Attached materials or additional comments.

Comments:

Attachments:

F. Coastal Zone Management Act

- * 1. Is the project located in the State's designated coastal zone? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Information resulting from contact with the appropriate State agency that implements the coastal zone management program regarding the likelihood of the project's consistency with the State's coastal zone plan and any potential requirements affecting the cost or design of the proposed activity.
- Attached materials or additional comments.

Comments:

Attachments:

G. Farmland Protection Policy Act

- * 1. Will the project convert more than 5 acres of "prime or unique" farmland outside city limits to a non-agricultural use? No

Comments:

Attachments:

H. RCRA and CERCLA (Hazardous and Toxic Materials)

- * 1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

- * 2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.

- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

* 3. Does any project construction or operation activities involve the use of hazardous or toxic materials? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

* 4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials? No

If Yes, please indicate below any other information you are providing to help FEMA evaluate the impact of the project:

- Comments and any relevant documentation.
- Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

Comments:

Attachments:

I. Executive Order 12898, Environmental Justice for Low Income and Minority Populations

* 1. Are there low income or minority populations in the project's area of effect or adjacent to the project area? No

If Yes, you must confirm that you have provided the following:

- Description of any disproportionate and adverse effects to these populations.

To help FEMA evaluate the impact of the project, please indicate below any other information you are providing:

- Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.
- Attached materials or additional comments.

Comments:

Attachments:

J. Other Environmental/Historic Preservation Laws or Issues

- * 1. Are there other environmental/historic preservation requirements associated with this project that you are aware of? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

- * 2. Are there controversial issues associated with this project? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

- * 3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project? No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

Attachments:

K. Summary and Cost of Potential Impacts

- * 1. Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties? No

If Yes, you must confirm that you have:

- Evaluated these potential effects and provided the materials required in Parts A through J that identify the nature and extent of potential impacts to environmental resources and/or historic properties.

- Consulted with appropriate parties to identify any measures needed to avoid or minimize these impacts.
- Considered alternatives that could minimize both the impacts and the cost of the project.
- Made certain that the costs of any measures to treat adverse effects are realistically reflected in the project budget estimate.

Comments:

Attachments:

Evaluation

By checking the *Not Applicable* box and not providing the information in this section, I understand that this application may not be selected for the Pre-Disaster Mitigation - Competitive Grant Program (PDMC) nor Legislative Pre-Disaster Mitigation Program (LPDM).

Complete

Not applicable

Assurances and Certifications

Please click the link in the status column to view forms.

Forms

Status

Part II: Assurances **Construction** Programs.

[Complete](#)

Part II: Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements.

[Complete](#)

Part III: SF-LLL, Disclosure of Lobbying Activities (**Complete only if applying for a grant of more than \$100,000 and have lobbying activities using Non-Federal funds. See the Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements form for lobbying activities definition.**)

Not Applicable

Attachments

[424-D.pdf](#)

Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements.

Attachments

[Lobbying form.pdf](#)

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Exhibit C
IMPLEMENTATION PLAN

Home Elevations

General Grant Administration

Grant Administration Services - Contractor will provide grant administration support to include:

Brief various Local officials on the grant process

Prepare required reports to the State

Prepare requests for payment from the CITY to the property owners

Prepare request for reimbursement from the CITY to the State

Prepare all reports and forms required for grant closeout

Prepare reconciliation with State on all grant funds

Assist the City in ensuring that the elevation contract specifications meet the FEMA grant requirements.

Assist the City in developing an agreement between the City and the Homeowners that passes along the relevant terms of the grant. This agreement will also establish Homeowner obligations that must be followed during the elevation of their home

Per Parcel Project Management Services for Elevation projects

Initial Homeowner Meeting/Consultation

Meet with Elevation Participant to overview the process and detail the owner's and elevation contractor's responsibilities

Provide an overview of the budget the homeowners must stay within for their individual elevation. This data will come from the grant award documents

Provide list of available elevation contractors and describe the process for selection, review and approval

Ensure Homeowner obtains at least 2 quotes from the selected, qualified contractors

Mitigation offer

Prepare and present mitigation offer. Review details of mitigation offer and have offer signed by Homeowner

Agreement between City and homeowner

Prepare and present Homeowner/City agreement for elevation. This agreement will provide the details of the homeowner responsibility for hiring the elevation contractor and will have language indemnifying the City and their contractors from liability associated with the physical elevation. Have Homeowner sign the agreement

Submit owner signed agreement to City for review and signature

For those Homeowners that have a local cost share, collect this cost share at the time of execution of the agreement between City and Homeowner. Ensure these funds are deposited with the city in escrow accounts

Facilitate payments to contractors from the City

Concurrence with Selected Elevation Contractor and review and concurrence with Homeowner/Elevation Contractor agreement for Elevation

Meet with each Homeowner and review and concur with Elevation Contractor. Confirm bid is within grant limits and detail any/all costs that will not be reimbursable under the grant.

Review work schedules and specifications to ensure that the elevation is completed in a timely manner and in compliance with the terms of the Grant. If problems are encountered, the Contractor will seek resolution from the City and the State.

Deed Restrictions

Facilitate the establishment and recordation of FEMA required post elevation deed restrictions.

EXHIBIT D

TASK AND EXPENSE BUDGETS

TASK BUDGET

| TASK | DESCRIPTION | AMOUNT (\$) |
|--------------|---------------------------------|---------------------|
| 1 | Subapplicant Management Fee | 15,000.00 |
| 2 | Project/Construction Management | 5,500.00 |
| 3 | Temporary Housing | 10,920.00 |
| 4 | Elevation | 397,543.68 |
| TOTAL | | \$428,963.68 |

EXPENSE BUDGET

| CATEGORY | CONTRACTOR (\$) |
|-------------------------------|------------------------|
| Salaries & Wages ¹ | 20,500.00 |
| Fringe ² | 0.00 |
| Demolition ³ | 0.00 |
| Subcontract Services | 0.00 |
| Subcontractor (Elevation) | 397,543.68 |
| Other Expenses ⁴ | 10,920.00 |
| Property Buyout ⁵ | 0.00 |
| | 0.00 |
| TOTAL | \$428,963.68 |

¹ **Salaries and Wages** is defined as the cost of salaries of engineers, draftsmen, stenographers, surveyors, clerks, laborers, etc., for time directly chargeable to this CONTRACT.

² **Fringe** is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

³ **Demolition** is defined as Demolition, Removal and Restoration; and Environmental Inspection and Possession.

⁴ **Other Expenses** is defined to include expendable supplies, communications, reproduction, postage, and costs of public meetings directly chargeable to this CONTRACT.

⁵ **Property Buyout** is defined as the costs of site Acquisition, Appraisal, Property Owner Counseling, Title Search and Closing, and Tenant or Inhabitant Relocation Assistance.

Agenda Item

8. NEW BUSINESS

- h. Discussion and possible action on approving the Elevation Project Agreement between the City of Teague and Ricky and Jo Ann Sims.

As soon as the City Attorney has the contract finalized, I will forward the contract to each Alderman.

RICKY SIMS
ATTORNEY AT LAW

RICKY SIMS
ATTORNEY AT LAW

JO ANN SIMS
BOARD CERTIFIED LEGAL ASSISTANT-REAL ESTATE
LAW-TEXAS BOARD OF LEGAL SPECIALIZATION

RICKY SIMS, ATTORNEY, BOARD CERTIFIED
IN RESIDENTIAL AND FARM AND RANCH
REAL ESTATE BY THE STATE BAR OF
TEXAS BOARD OF LEGAL SPECIALIZATION
SINCE 1984

720 MAIN STREET, P. O. DRAWER 299
TEAGUE, TEXAS 75860-0299

(254) 739-2563
FACSIMILE (254) 739-2565

RICKY SIMS, LICENSED
AND IN CONTINUOUS PRACTICE SINCE 1977

October 15, 2019

Hand-Delivered

City of Teague
105 South Fourth Avenue
Teague, Texas 75860

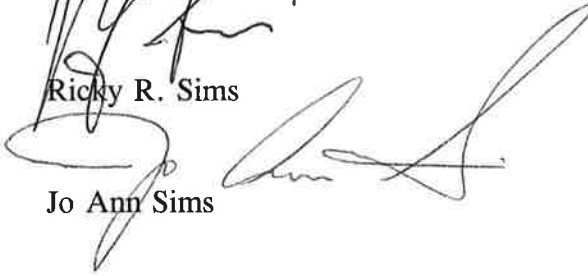
Re: Our File #08-301
Flood Mitigation Assistance Grant Program under the Federal
Emergency Management Agency's Hazard Mitigation Assistance
Grant Program, (the "Grant")
Homeowners: Ricky R. Sims and Jo Ann Sims
Property Address: 28 Mimosa Lane, Teague, Texas 75860
FEMA Home Elevation Grant Number: FMA-PJ-06-TX-2017-017
Texas Water Development Board Contract Number: 1700012333

In consideration for the City's assistance in acting as the political subdivision in management of the Grant, we agree to advance any funds for elevation to the City as necessary in order for the City not to have to advance funds for elevation from its accounts that have not been advanced by the Federal Emergency Management Agency and/or the Texas Water Development Board.

Thank you.



Ricky R. Sims



Jo Ann Sims

Agenda Item

8. NEW BUSINESS

- i. Discussion and possible action on authorizing the City Administrator / Secretary to prepare and seek Request for Qualifications (RFQ) for a grant administrator for the Flood Mitigation Project Grant.

Due to the specific requirements of this grant it is recommended that we hire a Grant Administrator to assist with the grant. Per the TWDB there is an estimated \$20,000 budgeted funds to pay for this position for the grant.

Agenda Item

8. NEW BUSINESS

- j. Discussion and possible action on approving the Teague Economic Development Corporations' requested changes to their by-laws.

TEAGUE EDC REQUESTED BY-LAW CHANGES

October 2019

SECTION 5.02 NUMBER AND QUALIFICATIONS

CURRENT:

The authorized number of directors of this Board shall be seven (7)

The Governing Body shall approve the Directors of the Corporation. Each director shall be a resident of Teague, a resident of Freestone County, or reside at a place that is within ten (10) miles of Teague's boundaries and is in a county bordering the county in which the major part of the area of Teague is located. At least **three (3)** Directors shall be persons who are not employees, officers, or members of the governing body of the eligible city.

The Governing Body shall consider an individual's experience, accomplishments, and educational background in appointing members to the Board to ensure that the interests and concerns of all segments of the community are considered.

PROPOSED:

The authorized number of directors of this Board shall be seven (7)

The Governing Body shall approve the Directors of the Corporation. Each director shall be a resident of Teague, a resident of Freestone County, or reside at a place that is within ten (10) miles of Teague's boundaries and is in a county bordering the county in which the major part of the area of Teague is located. At least **five (5)** Directors shall be persons who are not employees, officers, or members of the governing body of the eligible city.

The Governing Body shall consider an individual's experience, accomplishments, and educational background in appointing members to the Board to ensure that the interests and concerns of all segments of the community are considered.

SECTION 5.03 BONDS

CURRENT:

The EDC Board of Directors and Officers are bonded as a part of the Texas Municipal League Intergovernmental Risk Pool Bond.

PROPOSED:

The EDC Board of Directors and Officers are bonded **in the amount of \$10,000** as a part of the Texas Municipal League Intergovernmental Risk Pool Bond.

SECTION 5.04 GENERAL DUTIES OF THE BOARD

CURRENT:

- g. The Board may employ such personnel as may be necessary to discharge the Corporation's assigned duties. The compensation for all such employee shall be set by the Board in its annual budget and such compensation so established by the Board shall **comprise** the salary and benefits for such employees, and provide further, no such employee shall be hired until such time as the Board has established such compensation for the position in question. Such personnel shall be hired by the Board and may be removed by vote of four (4) members of the Board.

PROPOSED:

- g. The Board may employ such personnel as may be necessary to discharge the Corporation's assigned duties. The compensation for all such employee shall be set by the Board in its annual budget and such compensation so established by the Board shall **determine** the salary and benefits for such employees, and provide further, no such employee shall be hired until such time as the Board has established such compensation for the position in question. Such personnel shall be hired by the Board and may be removed by vote of four (4) members of the Board.

SECTION 5.06 TENURE

CURRENT:

The terms of office for the Directors shall be two (2) year terms **with an option, upon approval from the Governing Body, to extend for an additional two (2) year term. No member of the Board shall serve more than two (2) consecutive terms. The Governing Body shall approve the Directors of the Corporation. All terms begin and end with the fiscal year. The number of directors shall be seven (7). Directors can be removed at any time by the Governing Body by a vote of three (3) council members.**

PROPOSED:

The terms of office for the Directors shall be two (2) year terms. **Directors are on a volunteered basis and there will be no term limits applied. Any Director that wishes to remain on the board for additional terms shall continue to do so until the following; The Director decides to no longer serve on the board or the Director can be removed at any time by the Governing Body by a super majority vote. The number of directors shall be seven (7) and all terms begin and end with the fiscal year. The Governing Body must approve all Directors of the Corporation prior to them being elected.**

SECTION 5.08 MEETING

CURRENT:

The Board shall meet at least once each month at a place and time to be determined by the President. All meetings of the Board provide notice thereof as provided and set forth in Vernon's Annotated Civil Statutes Article 6253-17, et seq. Any member of the Board may request that an item be placed on the agenda by delivering the same in writing to the Secretary of the Board **no later than (4) days prior to the date of the Board meeting**. The President of the Board shall set the regular meeting date and time at the beginning of his/her term.

PROPOSED:

The Board shall meet at least once each month at a place and time to be determined by the President. All meetings of the Board provide notice thereof as provided and set forth in Vernon's Annotated Civil Statutes Article 6253-17, et seq. Any member of the Board may request that an item be placed on the agenda by delivering the same in writing to the Secretary of the **Board no later than 72 hours prior to deadline of the Agenda being posted**. The President of the Board shall set the regular meeting date and time at the beginning of his/her term.

SECTION 9.02 MONTHLY REPORTS

CURRENT:

The Corporation shall provide monthly summaries to the Governing Body of proposed dispersals of funds for anticipated projects. The reports shall be given to the City Administrator **on the Thursday two weeks before the regular council meeting**. Upon positive review of such, the Corporation will arrange for a Public Hearing for each proposed project. Should there be no proposed dispersals for the month; a negative report should be provided.

PROPOSED:

The Corporation shall provide monthly summaries to the Governing Body of proposed dispersals of funds for anticipated projects. The reports shall be given to the City **Administrator no later than the Monday, a week prior to the regular council meeting**. Upon positive review of such, the Corporation will arrange for a Public Hearing for each proposed project. Should there be no proposed dispersals for the month; a negative report should be provided.

Agenda Item

8. NEW BUSINESS

- k. Discussion and possible action on a Go Texan Event at the 8th Avenue City Park.

Agenda Item

9. EXECUTIVE SESSION

- a. § 551.074: Conduct an executive session as authorized by Texas Government Code, Section 551.074(a) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee: Employment: Melissa Bowles, Police Secretary / Deputy Court Clerk
- b. § 551.072: Conduct an executive session as authorized by Texas Government Code, Section 551.071 to deliberate the purchase, exchange, lease, or value of real property: Upcoming lease renewal of the rodeo arena.
- c. § 551.071: Consultation with Attorney regarding pending or contemplated litigation re: City of Teague v. City of Fairfield.
- d. § 551.071: Consultation with Attorney on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with this chapter re: Facilities Agreement between the City of Teague, City of Fairfield, and Texas Department of Criminal Justice; Interlocal Definitive Agreement Between the City of Teague and the City of Fairfield; and Agreement Between the City of Teague and City of Fairfield regarding Record Retention.

Agenda Item

11. PRESENTATION AND DISCUSSION OF DEPARTMENT HEAD REPORTS:

- ADMINISTRATOR / RECORDS MANAGEMENT OFFICER
- COURTS
- PUBLIC WORKS
- POLICE DEPARTMENT(
- LIBRARY
- EDC



CITY ADMINISTRATOR'S REPORT TO THE BOARD OF ALDERMEN

October 21, 2019

Update/Information from the Administrator's Desk:

- The September sales tax deposit was \$44,739.87, which is a 6% increase from this time last year.
- For **ALL** Elected Officials there are 2 National Incident Management System (NIMS) training requirement courses that must be completed. The following need to be completed:
 - IS-700 Aldermen Hertenberger, Nickleberry and Mathison
 - IS-800 Aldermen Jones, Hertenberger, Nickleberry and Mathison
- We currently have 5 Open Building Permits, and 2 Pending Building Permits, 2 Open Electrical Permit, 1 Pending Mechanical Permit, 0 Pending Manufactured Home Permits and 1 Open Demolition Permit.
- We launched our City Logo Art Contest this month and we are looking forward to seeing the designs and ideas.
- Alderman Ballew was appointed to serve as 1st Vice President for TML Region 9 at the Quarterly Meeting on September 26th.
- I am happy to inform you that we received notification on October 2nd that the Texas Dept. of Agriculture (TDA) has formally completed the preliminary scoring and evaluation process for our region's 2019-2020 Community Development Fund and the City of Teague is moving into the final stage of the grant process. Once the final stage is completed TDA will begin awarding funds in our region.

Current Employment Opportunities:

- 1 Deputy Court Clerk / Admin. Asst.
- Public Works Tech

Upcoming Important Dates:

- I will be out of the Office October 24th – 25th for a TMCCP Seminar in Fort Worth
- The Teague Chamber of Commerce Parkfest will be on Saturday October 26th
- Trick-or-Treat and Trunk-or-Treat will be on October 31st from 5:30 PM-8:30 PM
- I will be out of the Office November 1st for CPM class
- City Hall will be closed November 11th for Veterans Day
- City Hall will be closed November 28th – 29th for Thanksgiving

City of Teague Annual Records Management Report 2018-2019 Fiscal Year

Prepared by: Theresa Prasil, City Administrator / Secretary / Records Management Officer

Presented to Board of Aldermen on October 21, 2019

Volume of Records Destroyed

| | |
|---------------------|-----------------------|
| Physical Records: | 166 File Boxes |
| Electronic Records: | 3,328 Files |

| | |
|--|----------------|
| Volume of Physical Records converted to Electronic Storage: | Unknown |
|--|----------------|

| | |
|--|--------------------------|
| Estimated cost savings as the result of disposal or disposition: | Undetermined |
| Estimated space savings as the result of disposal or disposition: | 2,988 Square Feet |

City of Teague
Municipal Court Council Report
From 9/1/2019 to 9/30/2019

10/16/2019 3:48 PM

Violations by Type

| Traffic | Penal | City Ordinance | Parking | Other | Total |
|---------|-------|----------------|---------|-------|-------|
| 63 | 0 | 2 | 0 | 1 | 66 |

Financial

| State Fees | Court Costs | Fines | Tech Fund | Building Security | Total |
|------------|-------------|--------|-----------|-------------------|--------|
| \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |

Warrants

| Issued | Served | Closed | Total |
|--------|--------|--------|-------|
| 0 | 0 | 0 | 0 |

FTAs/VPTAs

| FTAs | VPTAs | Total |
|------|-------|-------|
| 0 | 0 | 0 |

Dispositions

| Paid | Non-Cash Credit | Dismissed | Driver Safety | Deferred | Total |
|------|-----------------|-----------|---------------|----------|-------|
| 0 | 0 | 1 | 0 | 0 | 1 |

Trials & Hearings

| Jury | Bench | Appeal | Total |
|------|-------|--------|-------|
| 0 | 0 | 0 | 0 |

Omni/Scofflaw/Collection

| Omni | Scofflaw | Collections | Total |
|------|----------|-------------|-------|
| 66 | 0 | 66 | 132 |

**REPORT TO THE
BOARD OF ALDERMEN
*City of Teague, Texas***

Jacob Cowling
Department Head Approval

DATE: 10/16/2019
FROM: Jacob Cowling, Public Works Director
SUBJECT: Monthly Council Report
TO: Mayor, City Council Members

Background: Reports for the water, wastewater, streets, and park departments

Water: The wells pumped a combined total of 13,146,000 gallons for the month of September with a daily average of 424,000 gallons. We do have several water leaks that have been reported that we are trying to get repaired. The water meter system is about 90% complete and we are currently waiting on the manufacturer to send more registers so we can finish the install.

Wastewater: The wastewater samples for the Month of September were satisfactory. The VFD at both the WWTPs have started being replaced. We have had multiple sewer back ups this month and some in the same area which has started to be investigated to find the reason why.

Streets: The street department has been out still mowing ROW and patching. I will soon be implementing zoning the city out to assist in making sure everything is checked. The street employees have also been assisting other departments.

Parks: The park employee has been maintaining the parks and city facilities. I have had an electrician out at the parks to see what it will cost to upgrade some of the electrical. The new pavilion materials should be delivered by the end of this month and the erecting of the pavilion should commence right away.

Call Type Report

TEAGUE POLICE DEPARTMENT

From: 09/01/2019

To: 09/30/2019

| Call Type Description | Number of Calls |
|--------------------------------------|-----------------|
| 911 Hang Up | 2 |
| Aggravated Assault / Family Violence | 1 |
| Alarm Call | 9 |
| Animal Complaint | 14 |
| Animal Complaint: Animal Impoundment | 1 |
| Assist Other Agency | 5 |
| BURGLARY | 3 |
| Burglary of Habitation | 1 |
| City Ordinance Violation | 1 |
| City Ordinance: Code Enforcement | 1 |
| CIVIL MATTER | 6 |
| CREDIT CARD ABUSE | 1 |
| CRIMINAL MISCHIEF | 1 |
| CRIMINAL TRESPASS | 3 |
| DELIVER MESSAGE | 1 |
| DISORDERLY CONDUCT | 1 |
| DISTURBANCE | 15 |
| ESCORT | 1 |
| FIRE | 1 |
| Fire Call | 1 |
| FOLLOW UP INVESTIGATION | 4 |
| FOUND PROPERTY | 1 |
| FRAUD | 1 |
| HARASSMENT | 3 |
| IDENTITY THEFT | 1 |
| ILLEGAL DUMPING | 1 |
| INFORMATION | 3 |



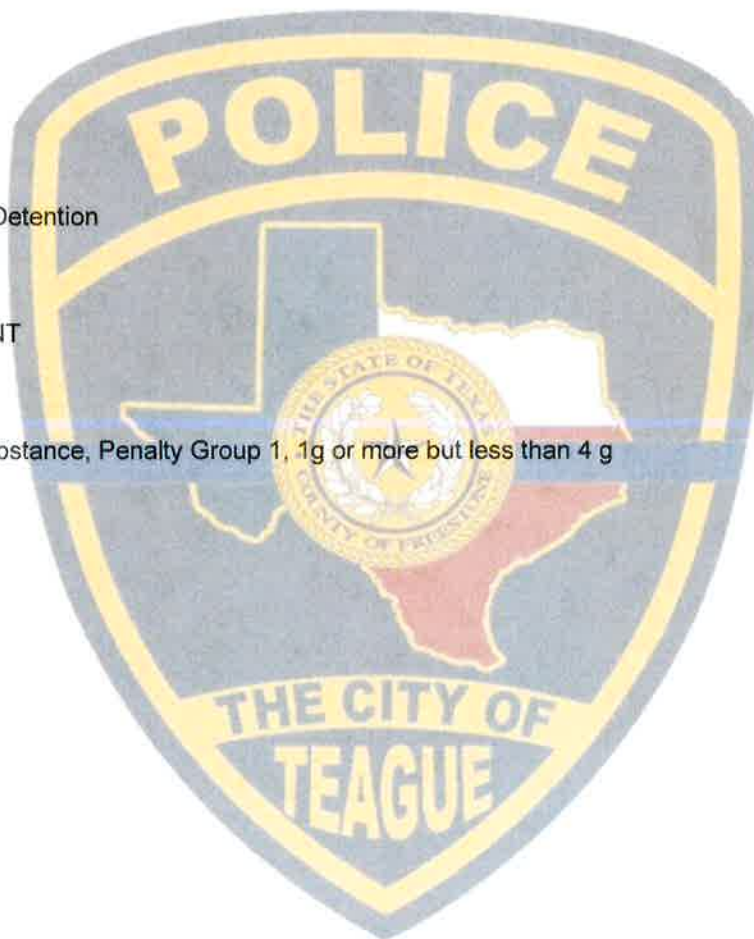
Call Type Report

TEAGUE POLICE DEPARTMENT

From: 09/01/2019

To: 09/30/2019

| Call Type Description | Number of Calls |
|---|-----------------|
| INTOXICATED - PEDESTRIAN | 1 |
| INVESTIGATION | 2 |
| Juvenile Disturbance | 2 |
| Loud Music | 2 |
| Loud Noise Complainant | 1 |
| Medical | 4 |
| Meet the Citizen | 1 |
| Mental Health / Emergency Detention | 6 |
| MISSING PERSON | 1 |
| MOTOR VEHICLE ACCIDENT | 3 |
| OTHER | 6 |
| Possession of Controlled Substance, Penalty Group 1, 1g or more but less than 4 g | 1 |
| RECKLESS DRIVING | 1 |
| RUNAWAY | 1 |
| RUNAWAY JUVENILE | 1 |
| Sex Offender Registration | 1 |
| SEXUAL ABUSE OF CHILD | 1 |
| SHOTS FIRED | 1 |
| STRANDED MOTORIST | 2 |
| SUICIDAL SUBJECT | 1 |
| Susp. Activity | 3 |
| Susp. Person | 3 |
| SUSPICIOUS CIRCUMSTANCE | 2 |
| SUSPICIOUS CIRCUMSTANCES | 1 |
| SUSPICIOUS PERSON | 3 |
| Suspicious Vehicle | 4 |
| TERRORISTIC THREATS | 1 |



Call Type Report


TEAGUE POLICE DEPARTMENT

From: 09/01/2019
To: 09/30/2019

| Call Type Description | Number of Calls |
|-----------------------|-----------------|
| THEFT | 7 |
| THREATS | 2 |
| TOWED VEHICLE | 1 |
| TRAFFIC CONTROL | 1 |
| TRAFFIC HAZARD | 2 |
| WARRANT SERVICE | 1 |
| WELFARE CONCERN | 6 |



Teague Police Department September 2019 City Council Crime Report



| Title | Report Type | Offense |
|---|-----------------|--|
| Possession of Controlled Substance, Penalty Group 1, 1g or more but less than 4 g | Offense Report | POSS CS PG 1 >= 1G<4G |
| HARASSMENT | Incident Report | |
| Driving While Intoxicated | Offense Report | DRIVING WHILE INTOXICATED W/CHILD UNDER 15 YOA |
| Aggravated Assault | Offense Report | AGG ASSAULT AGAINST PUB SERVANT |
| WARRANT SERVICE | Offense Report | DRIVING WHILE LICENSE INVALID |
| WARRANT SERVICE | Offense Report | OPERATE UNREGISTERED MOTOR VEHICLE |
| SEXUAL ABUSE OF CHILD | Offense Report | SEXUAL ASSAULT CHILD |
| RUNAWAY JUVENILE | Incident Report | |
| UNAUTHORIZED USE OF M/VEH | Offense Report | UNAUTHORIZED USE OF A VEHICLE |
| UNAUTHORIZED USE OF M/VEH | Offense Report | NO MOTOR-ASSISTED BICYCLE OPERATOR'S LICENSE (CLASS M LICENSE) |
| UNAUTHORIZED USE OF M/VEH | Offense Report | THEFT PROP > \$750-\$2,500 |
| Burglary of Habitation | Offense Report | BURGLARY OF HABITATION |
| DISTURBANCE | Offense Report | AGG ASSAULT DATE/FAMILY/HOUSE W/WEAPON |
| Narcotics Related Offense | Offense Report | POSSESSION OF NARCOTIC PARAPHERNALIA |
| THEFT | Offense Report | THEFT OF FIREARM |
| BURGLARY | Offense Report | |
| Poss. Marijuana <20Z | Offense Report | POSS MARIJ <20Z |
| IDENTITY THEFT | Offense Report | FRAUD USE POSS OF IDENTIFYING INFO |
| THEFT | Offense Report | UNAUTHORIZED USE OF A VEHICLE |
| FRAUD | Offense Report | FRAUD USE/POSS IDENTIFYING INFO # OF ITEMS <5 |
| Assault Bodily Injury/ Family Violence | Offense Report | AGG ASSAULT DATE/FAMILY/HOUSE W/WEAPON |
| 911 Hang Up | Offense Report | CRIMINAL TRESPASS |
| Mental Health / Emergency Detention | Incident Report | |
| TOWED VEHICLE | Incident Report | |
| City Ordinance Violation | Offense Report | City Ordinance Violation |

Agency Racial Profiling Information
TEAGUE POLICE DEPARTMENT
9/1/2019 - 9/30/2019

Total stops: 96

1. Gender

CCP 2.133(b)(1)(a)

1.1 Female: 33

1.2 Male: 63

2. Race or ethnicity

CCP 2.132(a)(3), 2.132(b)(6)(A), 2.133(b)(1)(B)

2.1 Black: 18

2.2 Asian/Pacific 0

2.3 White: 64

2.4 14

2.5 Alaska Native/American 0

3. Was race or ethnicity known prior to stop?

CCP 2.132(b)(6)(C)

3.1 Yes: 6

3.2 No: 90

4. Reason for stop?

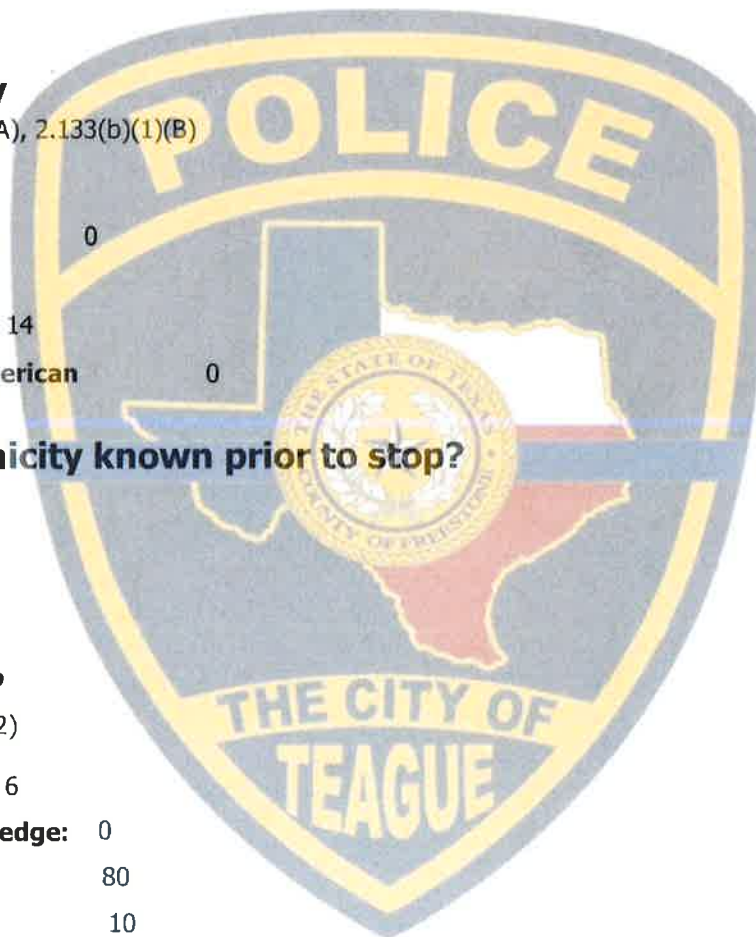
CCP 2.132(b)(6)(F), 2.133(b)(2)

4.1 Violation of 6

4.2 Preexisting knowledge: 0

4.3 Moving traffic 80

4.4 Vehicle traffic 10



Agency Racial Profiling Information
TEAGUE POLICE DEPARTMENT
9/1/2019 - 9/30/2019

5. Street address or approximate location of the stop

CCP 2.132(b)(6)(E), 2.133(b)(7)

- 5.1 City street: 41
- 5.2 US 41
- 5.3 County road: 1
- 5.4 State highway: 8
- 5.5 Private property or other: 5

6. Was a search conducted?

CCP 2.132(b)(6)(B), 2.133(b)(3)

- 6.1 Yes: 0
- 6.2 No: 96

7. Reason for Search?

- 7.1 Consent: 0
- 7.2 Contraband in plain 0
- 7.3 Probable cause: 0
- 7.4 Inventory: 0
- 7.5 Incident to arrest: 0

CCP 2.132(b)(6)(B), 2.133(b)(3)
CCP 2.133(b)(5)(A)
CCP 2.133(b)(5)(B)
CCP 2.133(b)(5)(C)
CCP 2.133(b)(5)(C)

8. Was Contraband discovered?

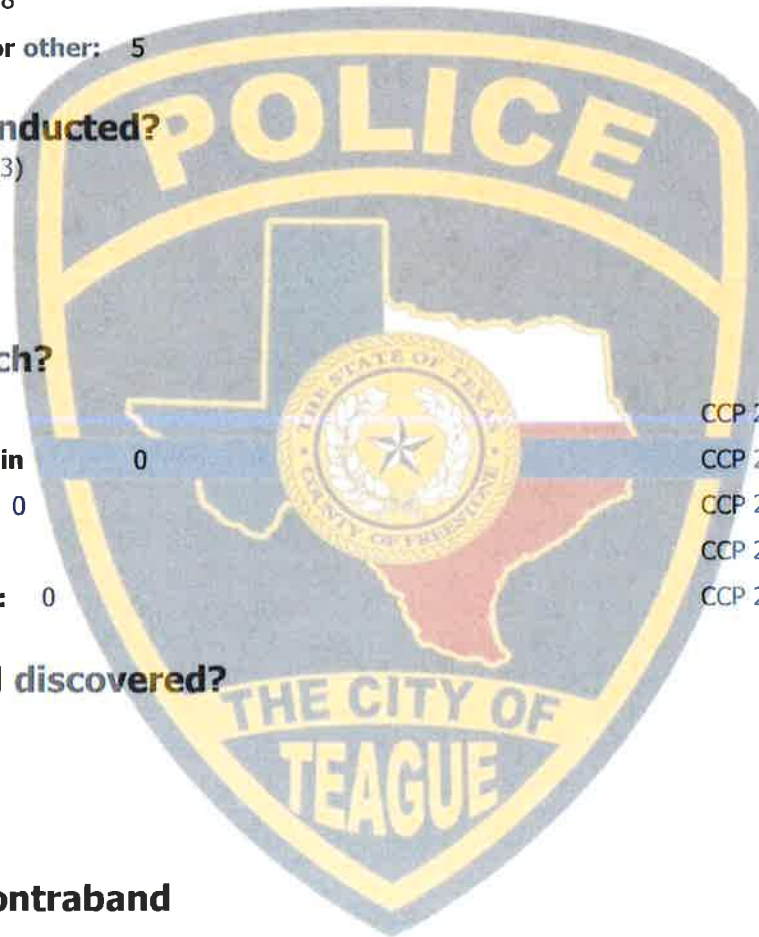
CCP 2.133(b)(4)

- 8.1 Yes: 0
- 8.2 No: 0

9. Description of contraband

CCP 2.133(b)(4)

- 9.1 Drugs: 0
- 9.2 Currency: 0
- 9.3 Weapons: 0
- 9.4 Alcohol: 0
- 9.5 Stolen property: 0
- 9.6 Other: 0



Agency Racial Profiling Information
TEAGUE POLICE DEPARTMENT
9/1/2019 - 9/30/2019

10. Result of the stop

| | | |
|---|----|-----------------|
| 10.1 Verbal warning: | 2 | CCP 2.133(b)(8) |
| 10.2 Written warning: | 49 | CCP 2.133(b)(8) |
| 10.3 Citation: | 44 | CCP 2.133(b)(8) |
| 10.4 Written warning and arrest: | 0 | |
| 10.5 Citation and arrest: | 1 | |
| 10.6 Arrest: | 0 | CCP 2.133(b)(6) |

Arrest Total = 1

11. Arrest based on

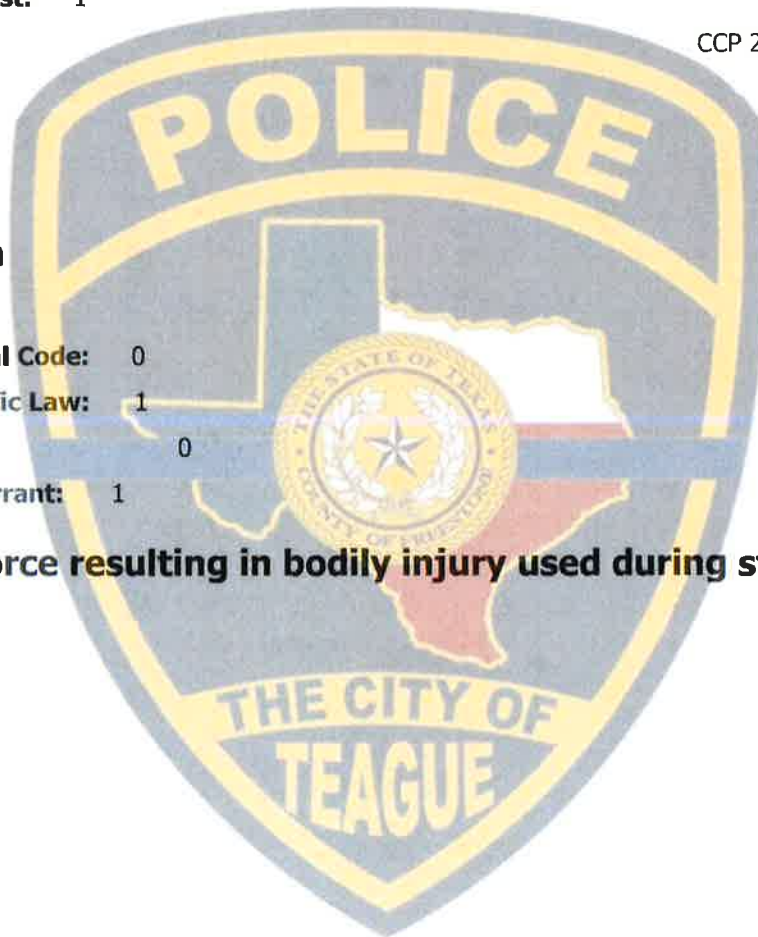
CCP 2.133(b)(6)

| | |
|---------------------------------------|---|
| 11.1 Violation of Penal Code: | 0 |
| 11.2 Violation of Traffic Law: | 1 |
| 11.3 Violation of City | 0 |
| 11.4 Outstanding Warrant: | 1 |

12. Was physical force resulting in bodily injury used during stop?

CCP 2.132(b)(6)(D), 2.133(b)(9)

| | |
|-----------------|----|
| 8.1 Yes: | 0 |
| 8.2 No: | 96 |



Teague Public Library
September 2019 Report

| | | |
|--------------------------------|-------------|-----------------------|
| Total Patrons | 1209 | Average 58/day |
| Total Computer Patrons | 205 | Average 10/day |
| Total Computer Hours | 313 | Average 15/day |
| Total Books Checked Out | 935 | Average 45/day |

On Tuesday and Wednesday, September 24 and 25, we set up for the book sale which was Thursday through Saturday, September 26 through 28. We so appreciate the help of the city workers who hauled *MANY* boxes of books to the Community Center. Our "Friends" book sale was a great success and we anticipate our "Friends" participation in Park Fest to be fun and successful.

Diane loaned 12 books through the Interlibrary Loan Program; she ordered new books including 25 Large Print books. She plans to meet with the Penworthy representative in October.

Helen started reading to the preschools again and read to 49 children!! Patrons donated 99 books and 106 movies; 72 books were entered into the system; 14 CTLS books and 30 periodicals were checked out. There were 99 volunteer hours.

We received a Special Budget Fund check from the county. A letter requesting the County grant funds allocated for the Library will be submitted to the Freestone County Auditor in October.

*The library would like to thank the Mayor and the Teague City Council
for their continued support.*

Submitted by: Diane Willis, Library Director, and B. Johnson

Export

Circulation Statistics - October 9, 2019 at 2:03:05 PM CDT

- **9/1/2019 through 9/30/2019**
- **By Circulation Type**
- **Including In-Library**
- **Including Renewals**
- **By Checked OUT**

| | 9/2019 | Totals |
|------------------|------------|------------|
| Normal | 608 | 608 |
| Self-Check | 0 | 0 |
| Renewal (staff) | 309 | 309 |
| Renewal (member) | 0 | 0 |
| In-Library | 18 | 18 |
| | 935 | 935 |

CITY COUNCIL MONTHLY REPORT

OCTOBER 2019

The Economic Development Corporation of Teague held a special meeting for by-laws and chose to update the by-laws pending City approval.

The Economic Development Corporation of Teague had its regular meeting on October 8, 2019. There was one visitor at this meeting. All minutes were approved and all bills were approved to pay. The September 2019 financial reports were tabled until next meeting.

The EDC Board received an update from I Mow. The EDC Board has asked I Mow to return to the meeting next month with an update.

2019-2020 Election of Officers were made. Stephanie Burns, President; Mark Smith, Vice-President; and Nanette Harwell, Secretary/Treasurer.

EDC Board approved the sponsorship of the 3rd Annual Trunk or Treat. The Board also approved trying to team up with The Chamber of Commerce to organize a Store Front Fall/Spring/Summer Decoration contest for all businesses of Teague.

The new EDC office has received their permit and will be ready to move forward soon. There has been no progress made with a new sign for Cookies. Stephanie will speak with the owner about possible consideration of a less expensive sign and the EDC will still pay for half of the expense. Bowers Project will begin construction in mid-November. The Thrift Shop has completed the update of the front of their business. They are still working on the back of the building.

Respectfully

Betty Lewis, Executive Director
Economic Development Corporation of Teague

City Council Budget vs Expenses 2018-2019

Date 9/30/19

| | |
|------------------------|--------------|
| Prosperity Bank | \$223,500.54 |
| Freestone Credit Union | \$ 14,512.99 |
| Citizens State Bank | \$200,941.15 |
| Wells Fargo | \$82,905.11 |
| TOTAL | \$521,859.79 |

| | Amended Budget | Actual YTD | Diff | September |
|--------------------------------|---------------------|---------------------|--------------------|--------------------|
| Revenue | | | | |
| Tax Revenue | \$125,000.00 | \$155,774.27 | \$30,774.27 | \$11,406.85 |
| Interest | \$2,100.00 | \$1,648.89 | \$451.11 | \$140.00 |
| Misc Income | \$2,940.00 | \$1,712.00 | \$1,228.00 | \$0.00 |
| Total Income | \$130,040.00 | \$159,135.16 | \$32,453.38 | \$11,546.85 |
| Expenses | | | | |
| Web Site | \$1,500.00 | \$1,050.00 | \$450.00 | \$0.00 |
| Phone/Internet | \$2,800.00 | \$2,350.63 | \$449.37 | \$193.96 |
| Computer/Printer | \$2,000.00 | \$1,613.09 | \$386.91 | \$0.00 |
| Memberships/Dues | \$100.00 | \$100.00 | \$0.00 | \$0.00 |
| Office Supplies | \$600.00 | \$777.05 | \$177.05 | \$72.98 |
| Rent | \$6,000.00 | \$6,000.00 | \$0.00 | \$500.00 |
| Insurance Expenses | \$1,100.00 | \$1,040.00 | \$60.00 | \$0.00 |
| Postage/Box Rent | \$100.00 | \$57.40 | \$42.60 | \$0.00 |
| Travel/Hotel | \$500.00 | \$0.00 | \$0.00 | \$0.00 |
| Workshops/Seminars | \$1,000.00 | \$0.00 | \$0.00 | \$0.00 |
| Community Enhancement | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Office Furniture/Décor | \$10,000.00 | \$0.00 | \$0.00 | \$0.00 |
| Building Maintenance | \$1,000.00 | \$512.27 | \$487.73 | \$180.00 |
| Water/Electricity | \$100.00 | \$62.82 | \$37.18 | \$0.00 |
| Misc. Expenses | \$250.00 | | | \$0.00 |
| Administrative | | | | |
| Salary | \$22,200.00 | \$19,532.70 | \$2,667.30 | \$632.00 |
| Insurance/Retirement | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Payroll Expenses | \$5,200.00 | \$5,520.68 | \$320.68 | \$136.84 |
| Legal | | | | |
| Legal Fees | \$4,000.00 | \$2,532.60 | \$1,467.40 | \$444.00 |
| CPA | \$5,000.00 | \$4,910.00 | \$90.00 | \$0.00 |
| General | | | | |
| Advertising | \$1,500.00 | \$1,001.00 | \$499.00 | \$0.00 |
| Business Meetings | \$500.00 | \$155.25 | \$344.75 | \$0.00 |
| New Office Construction | \$97,000.00 | \$16,000.00 | \$81,000.00 | \$0.00 |
| Planning/Development | \$10,000.00 | \$3,233.84 | \$6,766.16 | \$983.84 |
| Projects | | | | |
| Sprout's | \$10,000.00 | \$10,067.88 | \$67.88 | \$0.00 |
| Alley Way Project 4th and Main | \$9,800.00 | \$9,800.00 | \$0.00 | \$0.00 |
| Teague Historical | \$4,000.00 | \$0.00 | \$0.00 | \$0.00 |
| Old City Hall | \$15,900.00 | \$15,863.50 | \$36.50 | \$0.00 |
| Prosperity Bank | | \$300.00 | \$0.00 | \$0.00 |
| Cookies | \$4,305.00 | \$0.00 | \$0.00 | \$0.00 |
| Bowers | \$4,950.00 | \$0.00 | \$0.00 | \$0.00 |
| Highway 84 | \$120,000.00 | \$120,392.22 | \$0.00 | \$0.00 |
| Total Expense | \$341,405.00 | \$222,872.93 | \$94,219.29 | \$2,374.78 |

Total Available Unallocated Funds (Revenue less Budget)

\$339,589.95