



**NOTICE AND AGENDA
CITY COUNCIL
TUESDAY, AUGUST 3, 2021 7:00 PM
REGULAR CITY COUNCIL MEETING**

Notice is hereby given that the City of Glenn Heights City Council will hold a Regular City Council Meeting on Tuesday, August 3, 2021, beginning at 7:00 P.M. at City Hall, City Council Chambers, located at 1938 South Hampton Road, Glenn Heights, Texas, 75154, as prescribed by Vernon's Texas Civil Statutes, Government Code Section §551.041, to consider and possibly take action on the following agenda items. Items do not have to be taken in the same order as shown in this meeting Notice and Agenda.

This Notice and Meeting Agenda, and the Agenda Packet, are posted online at <https://www.glennheightstx.gov/129/Agendas-Minutes>.

This City Council Meeting will be live streamed at <https://www.glennheightstx.gov/229/City-Council-Meeting-Videos>.

CALL TO ORDER

INVOCATION – Michael Rogers, Deputy City Manager

PLEDGE OF ALLEGIANCE

PUBLIC COMMENT

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the July 20, 2021, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action to approve Ordinance O-08-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances by amending Appendix A thereof, titled "Fee Schedule" by adding a new Section A5.008, "Smart Water Meter Fees" to Article A5.000 "Utilities"; providing a severability clause; providing a savings clause; and providing for an effective date. (Second Reading) (Michael Rogers, Deputy City Manager)
3. Discuss and take action to approve Resolution R-26-21, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing and calling for the November 2, 2021 Joint and General Election for the purpose of electing Council Member Places 1, 3, and 5; authorizing a joint election with other Dallas County and Ellis County political subdivisions; authorizing a contract for election services with Dallas and Ellis Counties; providing a runoff date; and providing an effective date. (Brandi Brown, City Secretary)
4. Discuss and take action to approve a Preliminary Replat by Oak Leaf Estates, LLC on behalf of Rohingya International Inc. for Hollywood Estates Phase IV.

The 45.909-acre tract is currently platted as part of Hollywood Estates Phase III and is situated partially in the John S. Patton Survey, Abstract No. 841 and partially in the William C. Berry Survey, Abstract No. 74, Glenn Heights, Ellis County, Texas. The applicant proposes to replat Lots 39-63, Block A and lots 22-36, Block C of Hollywood Estates Phase III for the subdivision and subsequent development of 46 new single-family residential lots and 1 common area lot to be owned and maintained by the Hollywood Estates Phase IV Homeowners Association. (Miamauni Hines, City Planner)

AGENDA

1. Discuss and take action on Resolution R-27-21, a Resolution of the City Council of the City of Glenn Heights, Texas, approving and authorizing the City Manager to execute an Interlocal Agreement between the City of Glenn Heights and the City of Sanger for Cooperative Purchasing. (Michael Rogers, Deputy City Manager)
2. Discuss and take action on Resolution R-28-21, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the terms and conditions of the Grant Agreement by and between Texas Division of Emergency Management (TDEM), an agency of the State of Texas, and the City of Glenn Heights, Texas, as provided in Exhibit 'A' attached hereto and incorporated herein; authorizing the City Manager to execute the necessary documents; and providing for an effective date. (Keith Moore, Fire Chief)

ADJOURNMENT

In accordance with the Americans with Disabilities Act, If you are a person with a disability and require information or materials in an appropriate alternative format; or if you require any other accommodations, please contact the City Secretary at least 48 hours in advance of the event at 972-223-1690 ext. 125 or email brandi.brown@glennheightstx.gov. Advance notification within this guideline will enable the City to make reasonable arrangements to ensure accessibility.

I, Brandi Brown, City Secretary, do hereby certify that the above Meeting Notice and Agenda was posted in a place convenient to the Public at Glenn Heights City Hall, 1938 South Hampton Road, Glenn Heights, Texas by 5:00 P.M. on Friday, July 30, 2021.

Pursuant to Section 551.071 of the Texas Government Code, the City Council reserves the right to consult in closed session with its attorney at any time during the course of this meeting and to receive legal advice regarding any item listed on this agenda.

Brandi Brown, City Secretary



AGENDA SUMMARY SHEET

August 3, 2021

CONSENT AGENDA, ITEM 1

Discuss and take action to approve the City Council Meeting Minutes of the July 20, 2021, Regular Called City Council Meeting. (Brandi Brown, City Secretary)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	

**MINUTES OF THE CITY COUNCIL OF
THE CITY OF GLENN HEIGHTS, TEXAS**

JULY 20, 2021

STATE OF TEXAS *

COUNTIES OF DALLAS AND ELLIS *

CITY OF GLENN HEIGHTS *

On the 20th day of July 2021, the City Council of the City of Glenn Heights, Texas, met in a Regular Called City Council Meeting via telephone and video conference with the following members present:

CITY COUNCIL:

Harry A. Garrett	*	Mayor
Sonja A. Brown	*	Mayor Pro Tem
Emma Ipaye	*	Council Member
Travis Bruton*	*	Council Member
Alisha M. Brown	*	Council Member
Shaunte L. Allen	*	Council Member
Machanta Newson	*	Council Member

*Council Member Travis Bruton arrived at 7:06 P.M.

STAFF:

David Hall	*	City Manager
Michael Rogers	*	Deputy City Manager
Lucas Benson	*	Interim Chief of Police
Brandi Brown	*	City Secretary
Marlon Goff	*	Planning and Development Director
Byron Hardy	*	IT Administrator
Miamauni Hines	*	Planner
Keith Moore	*	Fire Chief
Nery Pena	*	Financial Analyst
Jaynice Porter-Brathwaite	*	Human Resources Director

CONSULTANT:

Victoria Thomas	*	City Attorney's Office
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CALL TO ORDER

Mayor Harry A. Garrett called the City Council Meeting to order at 7:03 P.M., with a quorum of the City Council present.

INVOCATION

Bassam Isa, President of Dar Al-Arqam Masjid, delivered the Invocation.

PLEDGE OF ALLEGIANCE

Mayor Harry A. Garrett led the assembly in the Pledge of Allegiance.

PUBLIC COMMENT

Mayor Harry A. Garrett, 1938 S Hampton Road, Glenn Heights, TX 75154: Thanked the community, fellow Council Members, and City Staff for the outpouring of prayers and messages of condolences he received due to the passing of his wife, Mrs. Tracie Y. Durant-Garrett.

STAFF INTRODUCTIONS

Jaynice Porter-Brathwaite, Human Resources Director, made the following introductions:

- Joshua Richmond, Firefighter/Paramedic
- Joshua Hayden, Police Officer
- Emily Hickman, Police Office

Lucas Benson, Interim Chief of Police, and David Hall, City Manager, made the following introduction:

- Clayton Shields, Deputy Chief of Police

CONSENT AGENDA

1. Discuss and take action to approve the City Council Meeting Minutes of the June 1, 2021, Regular Called City Council Meeting. (Brandi Brown, City Secretary)
2. Discuss and take action to approve Resolution R-19-21, a Resolution of the City Council of the City of Glenn Heights, accepting a sanitary sewer easement from Meadow Springs Homeowners Association, Grantor, to the City of Glenn Heights for the installation, construction, operation, maintenance, replacement, repair, upgrade, relocation, and removal of a sanitary sewer line and all necessary or desirable structures, facilities and appurtenances necessary thereto; providing for the furnishing of a certified copy of this resolution for recording in the real property records of Dallas County, Texas, as a deed; and providing an effective date. (Miamauni Hines, Planner)
3. Discuss and take action to approve Resolution R-20-21, a Resolution of the City Council of the City of Glenn Heights, accepting a sanitary sewer easement from Bloomfield Homes, LP, Grantor, to the City of Glenn Heights, Texas, Grantee, for the installation, construction, operation, maintenance replacement, repair, upgrade, relocating, and removal of a sanitary sewer line and all necessary or desirable structures, facilities and appurtenances thereto; providing for the furnishing of a certified copy of this Resolution for recording in the real property records of Dallas County, Texas, as a deed; and providing an effective date. (Marlon Goff, Director of Planning and Development Services)

4. Discuss and take action to approve Resolution R-21-21, a Resolution of the City Council of the City of Glenn Heights, accepting a public utility easement from Jose Hernandez and Ana Hernandez, Collectively "Grantor", to the City of Glenn Heights, Texas, Grantee, for the installation, construction, operation, maintenance replacement, repair, upgrade, relocating, and removal of public utilities and all necessary or desirable structures, facilities and appurtenances thereto; providing for the furnishing of a certified copy of this Resolution for recording in the real property records of Dallas County, Texas, as a deed; and providing an effective date. (Marlon Goff, Director of Planning and Development Services)
5. Discuss and take action to approve Resolution R-22-21, a Resolution of the City Council of the City of Glenn Heights, approving, and authorizing and ratifying execution by the City Manager, of a development and right of entry agreement in substantially the form of that attached hereto as Exhibit "1", by and between Sostenes Sanchez and Elvira Sanchez, collectively "Owners", and the City of Glenn Heights, Texas whereby City will acquire the public utility easement described therein across the property described and depicted therein in exchange for the development by city on the property of a driveway approach as described therein; and provided an effective date. (Marlon Goff, Director of Planning and Development Services)

Miamauni Hines, City Planner, confirmed the City received no responses from the mailed notices from the Meadow Springs Homeowners Association for Council Member Shaunte L. Allen, regarding Consent Agenda Item 2.

Council Member Travis Bruton made a motion to approve Consent Agenda Items 1-5. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

AGENDA

1. May 2021 Financial Report.

Nery Pena, Financial Analyst, completed a presentation regarding the City's revenues, expenditures, and fund balances through May 2021.

Mrs. Pena and David Hall, City Manager, answered Council's questions related overtime, Staff vacancies, fund days in reserve, losses due to concessions made to residents during the COVID-19 Pandemic, sales tax revenues and trends, and multi-year debt.

2. June 2021 Financial Report.

Nery Pena, Financial Analyst, completed a presentation regarding the City's revenues, expenditures, and fund balances through June 2021.

3. Discuss and take action on Ordinance O-06-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances of the City of Glenn Heights, Chapter 14 "Zoning", Exhibit A "Zoning Ordinance", Article XVIII "Temporary Uses and Permits" at Section XVIII.1.2 "Asphalt or Concrete Batching Plant" by amending Subpart B thereof; providing a repealing clause, providing a severability clause, and providing an effective date. (SecondReading)

Miamauni Hines, City Planner, introduced this item and completed a presentation regarding temporary batching plants, including existing and proposed batching plant conditions, and the batching plant requirements of surrounding cities. She also provided information about batching plants previously approved by City Council and made a Staff recommendation.

Ms. Hines answered Council's questions related to the length of time a batch plant is typically operational in Glenn Heights.

Mayor Pro Tem Sonja A. Brown made a motion to approve Ordinance O-06-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances of the City of Glenn Heights, Chapter 14 "Zoning", Exhibit A "Zoning Ordinance", Article XVIII "Temporary Uses and Permits" at Section XVIII.1.2 "Asphalt or Concrete Batching Plant" by amending Subpart B thereof; providing a repealing clause, providing a severability clause, and providing an effective date. Council Member Emma Ipaye made the second. The motion carried with the following vote:

VOTE 5 Ayes – Garrett, S. Brown, Ipaye, Bruton, and Newson
2 Nays – A. Brown and Allen

4. Discuss and take action on Resolution R-18-21, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing an Emergency Street Reconstruction Services Agreement to Level One Paving, Inc., a Texas for-profit corporation, for portions of Godwin Avenue, Lillian Avenue, and Barton Avenue in an amount not to exceed two hundred fifty-five thousand (\$255,000.00) dollars; authorizing and ratifying the City Manager's execution of said agreement and any and all necessary documents; and providing an effective date.

Michael Rogers, Deputy City Manager, introduced this item and completed a presentation regarding emergency repairs in Morgan Heights, including prior and current roadway conditions, as well as what caused roadway failures.

Mr. Rogers, David Hall, City Manager, and Victoria Thomas, City Attorney, answered Council's questions related to homeowner and community

feedback, durability of the repairs, the date of repair, and ratifying a contract for services/work that has already been performed due to an emergency.

Mayor Pro Tem Sonja A. Brown made a motion to approve Resolution R-18-21, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing an Emergency Street Reconstruction Services Agreement to Level One Paving, Inc., a Texas for-profit corporation, for portions of Godwin Avenue, Lillian Avenue, and Barton Avenue in an amount not to exceed two hundred fifty-five thousand (\$255,000.00) dollars; authorizing and ratifying the City Manager's execution of said agreement and any and all necessary documents; and providing an effective date. Council Member Travis Bruton made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

5. Discuss and take action to reopen the City of Glenn Heights Senior Center.

Council Member Emma Ipaye introduced this item and completed a presentation regarding the reopening of Senior Centers in surrounding cities. She also commended City Staff for their efforts in City programming.

David Hall, City Manager, answered Council's questions related to an anticipated Senior Center reopening date, Senior Center and City Center Staffing, acquiring volunteers, program development and reengagement of prior organizations, facility rental, and COVID-19 precautionary measures.

Mayor Pro Tem Sonja A. Brown made a motion to schedule the reopening of the Senior Center for October 4, 2021. Council Member Emma Ipaye made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

6. Discuss and first reading of Ordinance O-08-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances by amending Appendix A thereof, titled "Fee Schedule" by adding a new Section A5.008, "Smart Water Meter Fees" to Article A5.000 "Utilities"; providing a severability clause; providing a savings clause; and providing for an effective date.

Michael Rogers, Deputy City Manager, introduced this item and completed a presentation regarding the Fee Schedule.

Mr. Rogers and David Hall, City Manager, answered Council's questions related to meter functions and sizes, who the fees are assessed against, if fees can/will change in the future, and who is responsible for meter installation.

7. Discuss and take action on Resolution R-24-21, a Resolution of the City Council of the City of Glenn Heights authorizing an Emergency Purchase Agreement to Global Pump Solutions, LLC, a Texas Limited Liability Company, for the purchase of water pumps in an amount not to exceed two hundred nine thousand nine hundred fifty-nine (\$209,959.00) dollars; authorizing and ratifying the City Manager's execution of said agreement and any and all necessary documents; and providing an effective date.

Michael Rogers, Deputy City Manager, introduced this item and completed a presentation regarding the City's current water distribution system and discussed damages incurred during the 2021 Winter Storm Disaster.

Mr. Rogers and David Hall, City Manager, answered Council's questions related to current water pump station issues and how many pumps the City has, how this action would assist new developments, and what fund would pay for this improvement, and addressed days in reserve concerns.

Mayor Pro Tem Sonja A. Brown made a motion to approve Resolution R-24-21, a Resolution of the City Council of the City of Glenn Heights authorizing an Emergency Purchase Agreement to Global Pump Solutions, LLC, a Texas Limited Liability Company, for the purchase of water pumps in an amount not to exceed two hundred nine thousand nine hundred fifty-nine (\$209,959.00) dollars; authorizing and ratifying the City Manager's execution of said agreement and any and all necessary documents; and providing an effective date. Council Member Emma Ipaye made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

8. Discuss and take action on Resolution R-25-21, a Resolution of the City Council of the City of Glenn Heights authorizing an Emergency Purchase Agreement to Dedicated Controls, LLC, a Texas Limited Liability Company, for the purchase of a Scada System to monitor, collect data and provide notification of water pump levels and pump malfunctions in an amount not to exceed seventy nine thousand three hundred six dollars and twenty-nine cents (\$79,306.29); authorizing and ratifying the City Manager's execution of said agreement and any and all necessary documents; and providing an effective date.

Michael Rogers, Deputy City Manager, introduced this item and completed a presentation regarding how a SCADA System is used to monitor and control water pumps, and the real-time notifications it can provide.

Mr. Rogers and David Hall, City Manager, answered Council's questions related to this system versus what methods the City is currently using for similar functions and what fund would pay for this improvement.

Mayor Pro Tem Sonja A. Brown made a motion to approve Resolution R-25-21, a Resolution of the City Council of the City of Glenn Heights authorizing an Emergency Purchase Agreement to Dedicated Controls, LLC, a Texas Limited Liability Company, for the purchase of a Scada System to monitor, collect data and provide notification of water pump levels and pump malfunctions in an amount not to exceed seventy nine thousand three hundred six dollars and twenty-nine cents (\$79,306.29); authorizing and ratifying the City Manager's execution of said agreement and any and all necessary documents; and providing an effective date. Council Member Travis Bruton made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

9. Provide an update on potential federal funds for future Capital Projects.

David Hall, City Manager, introduced this item and completed a presentation regarding Community Project Funding requests through Congresswoman Eddie Bernice Johnson's Office and potential federal funds from the American Rescue Plan Act of 2021.

Mr. Hall answered Council's questions related to anticipated approval dates.

EXECUTIVE SESSION

1. The City Council shall convene into Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.
 - B. pursuant to the Government Code, Section 551.072, Real Property; to deliberate the purchase, exchange, lease or value of real property located at approximately 2500 SHampton Road, Glenn Heights, Texas.
2. The City Council shall reconvene into Open Session and take any action arising from Executive Session:
 - A. pursuant to Government Code, Section 551.074, Personnel Matters, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee: City Manager.
 - B. pursuant to the Government Code, Section 551.072, Real Property; to deliberate the purchase, exchange, lease or value of real property located at approximately 2500 SHampton Road, Glenn Heights, Texas.

Council Member Travis Bruton made a motion to convene into Executive Session. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

Mayor Harry A. Garrett convened into Executive Session at 8:41 P.M.

Council Member Travis Bruton made a motion to reconvene into Open Session. Council Member Emma Ipaye made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

Mayor Harry A. Garrett reconvened into Open Session at 9:59 P.M.

Council Member Travis Bruton made a motion to extend the Council Meeting to 10:30 P.M. Mayor Pro Tem Sonja A. Brown made the second.

Mayor Harry A. Garrett announced the Council Meeting would be extended to 10:30 P.M.

Council Member Travis Bruton made a motion to reconvene into Executive Session. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

Mayor Harry A. Garrett reconvened into Executive Session at 10:00 P.M.

Council Member Travis Bruton made a motion to reconvene into Open Session. Mayor Pro Tem Sonja A. Brown made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

Mayor Harry A. Garrett reconvened into Open Session at 10:12 P.M.

Mayor Harry A. Garrett announced no action had been taken regarding Executive Session Item B.

Mayor Pro Tem Sonja A. Brown made a motion to authorize Victoria Thomas, City Attorney, to prepare and have executed a contract for the City Manager, as discussed during the Executive Session. Council Member Travis Bruton made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

ADJOURNMENT

Mayor Pro Tem Sonja A. Brown made a motion to adjourn. Council Member Travis Bruton made the second. The motion carried with the following vote:

VOTE 7 Ayes – Garrett, S. Brown, Ipaye, Bruton, A. Brown, Allen, and Newson

Mayor Harry A. Garrett adjourned the meeting at 10:13 P.M.

Harry A. Garrett, Mayor

Attest:

Brandi Brown, City Secretary

Passed and approved on the 3rd day of August 2021



AGENDA SUMMARY SHEET

August 3, 2021

CONSENT AGENDA, ITEM 2

Discuss and take action to approve Ordinance O-08-21, an Ordinance of the City Council of the City of Glenn Heights, Texas, amending the Code of Ordinances by amending Appendix A thereof, titled "Fee Schedule" by adding a new Section A5.008, "Smart Water Meter Fees" to Article A5.000 "Utilities"; providing a severability clause; providing a savings clause; and providing for an effective date. (Second Reading) (Michael Rogers, Deputy City Manager)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS

ORDINANCE NO. O-08-21

AN ORDINANCE OF THE CITY OF GLENN HEIGHTS, TEXAS, AMENDING THE CODE OF ORDINANCES BY AMENDING APPENDIX A THEREOF, TITLED “FEE SCHEDULE” BY ADDING A NEW SECTION A5.008, “SMART WATER METER FEES” TO ARTICLE A5.000 “UTILITIES”; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the fees and charges for services offered by the City of Glenn Heights are consolidated in the “Fee Schedule”, Appendix A to the City of Glenn Heights Code of Ordinances ; and

WHEREAS, the City administration has recommended the addition of a smart water meter fee to cover the costs associated with use of the previously approved smart/radio-read water meters; and

WHEREAS, the City Council has determined that the addition of a smart water meter fee to the Fee Schedule is in the best interest of the citizens of the City of Glenn Heights and serves the general welfare and should be approved;

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

SECTION 1. That the City of Glenn Heights Code of Ordinances is amended by amending Appendix A titled “Fee Schedule” by adding a new Section A5.008 “Smart Water Meter Fees” to Article A5.000, “Utilities” to read as follows:

“APPENDIX A FEE SCHEDULE

. . .

ARTICLE A5.000 UTILITIES

. . .

Section A5.008 Smart Water Meter Fees

The smart water meter fee shall be based upon the size and type of the smart water meter as follows:

Size	Type	Price
3/4" X 5/8"	ALD	\$363.00
3/4" X 5/8"	AMI	\$264.00
1" X 1"	ALD	\$489.50
1 1/2" X 1 1/2"	AMI	\$737.00
2" X 2"	ALD	\$1,072.50
3" X 3"	AMI	\$2,420.00
4" X 4"	AMI	\$3,520

SECTION 2. All provisions of the ordinances of the City of Glenn Heights, Texas, in conflict with the provisions of this ordinance be, and the same are hereby, repealed, and that all other provisions of the ordinances of the city not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 3. Should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance, which shall remain in full force and effect.

SECTION 4 This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS ON THIS THE 3RD DAY OF AUGUST 2021.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(071321vwtTM123522)



AGENDA SUMMARY SHEET

August 3, 2021

CONSENT AGENDA, ITEM 3

Discuss and take action to approve Resolution R-26-21, a Resolution of the City Council of the City of Glenn Heights, Texas, authorizing and calling for the November 2, 2021 Joint and General Election for the purpose of electing Council Member Places 1, 3, and 5; authorizing a joint election with other Dallas County and Ellis County political subdivisions; authorizing a contract for election services with Dallas and Ellis Counties; providing a runoff date; and providing an effective date. (Brandi Brown, City Secretary)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 3, 2021

SUBJECT

This item will allow City Council to order a Joint and General Election to be held on November 2, 2021, for the purpose of electing Council Member Places 1, 3, and 5.

DISCUSSION / BACKGROUND

The City of Glenn Heights Home Rule Charter, Article 2, Sections 2.01 and 2.03, states that elections will be held on the uniform election date occurring in November, City Council terms of office are three years, and that candidates are elected from the City at large in the manner provided for in Article 3.

Should City Council adopt Resolution R-26-21, by the date mandated by the Texas Election Code, August 16, 2021, the Resolution will order and provide notice of a Joint and General Election to be held on November 2, 2021, for the purpose of electing Council Member Places 1, 3, and 5, for 3 year terms, for the City of Glenn Heights, Texas.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Public Notices will be given as prescribed in Resolution R-26-21, by publication in the City's official newspaper, *The Daily Focus*, by posting on the City Council's official bulletin board, on the City of Glenn Heights' website, and using any other official social media platforms and City-sanctioned outlets.

FINANCIAL IMPACT

The Financial Impact is unknown at this time and will be provided once that information

becomes available.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of Resolution R-26-21, authorizing and calling for the November 2, 2021 Joint and General Election for the purpose of electing Council Member Places 1, 3, and 5.

ATTACHMENTS

1. Resolution R-26-21

PREPARED BY

Brandi Brown, City Secretary

REVIEWED BY

Miamauni Hines, City Planner

RESOLUTION NO. R-26-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, AUTHORIZING AND CALLING FOR THE NOVEMBER 2, 2021 JOINT AND GENERAL ELECTION FOR THE PURPOSE OF ELECTING COUNCIL MEMBER PLACES 1, 3, AND 5; AUTHORIZING A JOINT ELECTION WITH OTHER DALLAS COUNTY AND ELLIS COUNTY POLITICAL SUBDIVISIONS; AUTHORIZING A CONTRACT FOR ELECTION SERVICES WITH DALLAS AND ELLIS COUNTIES; PROVIDING A RUNOFF DATE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 271.002 of the Texas Election Code, the City election will be conducted jointly with other political subdivisions of Dallas County, Texas and Ellis County, Texas; and

WHEREAS, the City Council of the City of Glenn Heights finds it to be in the public interest to call the foregoing election to be held on November 2, 2021 and to enter into contracts with Dallas and Ellis Counties to conduct said election jointly with other Dallas County and Ellis County governmental entities;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, THAT:

SECTION 1. There is hereby called a Joint and General Election to be participated in by the qualified voters of the City of Glenn Heights, Texas, to be held on November 2, 2021, between the hours of 7:00 A.M. and 7:00 P.M. (the "Election"), for the purpose of electing a Council Member Places 1, 3, and 5 of the City Council of the City of Glenn Heights.

SECTION 2. Candidates for Council shall meet the qualifications as prescribed by law and by the Charter of the City of Glenn Heights, Texas. Applications for a candidate to be placed on the ballot for the Joint and General Election for Council Member Places 1, 3, and 5 on the City Council shall be filed no later than 5:00 PM on August 16, 2021.

SECTION 3. The voting locations for voting on Election Day shall be the Dallas and Ellis County county-wide vote center polling locations or at such other locations, all as hereafter may be designated by the Dallas and Ellis County Elections Administrators in accordance with the contracts for Election Services. Upon receipt of this information from the Elections Administrators, the City Secretary is hereby authorized to attach it as Exhibit A to this Resolution to reflect the final locations designated by the Dallas and Ellis County Elections Administrators, which locations are hereby adopted and approved. Each polling place shall be open from 7:00 A.M. to 7:00 P.M. on Election Day. Should a run-off election be necessary, such election shall take place in accordance with the joint election contracts and applicable state law.

SECTION 4. Early Voting by Personal Appearance. The City Council hereby appoints the Dallas and Ellis County Elections Administrators as the City's Joint Early

Voting Clerks as provided by the joint election contracts for early voting by personal appearance and by mail.

Early voting by personal appearance shall be conducted at the Dallas and Ellis County locations in accordance with the provisions of the joint election contracts and the Texas Election Code with the main early voting locations being shown as below:

The Dallas County Early Voting Clerk shall keep the main early voting location open for early voting as follows:

George L Allen Sr. Courts Building
Main Lobby
600 Commerce Street
Dallas, TX 75202

Dates: October 18-29, 2021
Times: To be announced

And the Ellis County Early Voting Clerk shall keep the main early voting location open for early voting as follows:

Elections Office
204 East Jefferson
Waxahachie, TX 75165

Dates: October 18-29, 2021
Times: To be announced;

and at any other times ordered by the City Secretary in accordance with the Law. Upon receipt of further information from the Elections Administrators identifying additional early voting polling places, the City Secretary is hereby authorized to attach that information as Exhibit B to this Resolution to reflect the additional early voting polling places designated by the Elections Administrators for Dallas and Ellis Counties, which locations are hereby adopted and approved. Early voting by personal appearance for all election precincts shall be held at locations to be identified by the Dallas County and Ellis County Election Administrators, which will be attached to this Resolution as Exhibit B, and at the times and on the days set forth below, or at such other locations as hereafter may be designated by the Elections Administrators as provided in the contracts for Election Services. The City Secretary or designee is hereby authorized to attach and, if necessary, thereafter update Exhibit B to reflect the final locations designated by the Elections Administrators and such locations are hereby approved.

SECTION 5. Early Voting by Mail. The election administrators for Dallas County and Ellis County are hereby appointed the City's Joint Early Voting Clerks. Applications for early voting by mail may be delivered to the City's Joint Early Voting Clerks at the address indicated immediately below

For Dallas County residents:

Elections Administrator
Michael J. Scarpello
1520 Round Table Drive
Dallas, Texas 75247

For Ellis County residents:

Elections Administrator
Jana Onyon
204 East Jefferson Street
Waxahachie, Texas 75165

Marked ballots for early voting may be delivered not later than 5:00 PM on October 29, 2021, if delivered in person, and not later than 7:00 PM November 2, 2021 or not later than 5:00 PM on November 3, 2021 if the carrier envelope was placed for delivery by mail or common or contract carrier before election day and bears a cancellation mark of a common or contract carrier or a courier indicating a time not later than 7:00 PM at the location of the election on election day.

SECTION 6. Notice of the Election shall be published one time in the English and Spanish languages, in a newspaper published in the territory that is covered by the Election and is in the jurisdiction of the City. The notice shall be published not earlier than the 30th day or later than the 10th day before the Election, as required by section 4.003 of the Election Code. Notice of the Election shall also be posted on the bulletin board on which the City Council posts notices of its meetings not later than the 21st day before the Election. The contents of the Notice of Election shall comply with the requirements of the Election Code.

SECTION 7. In the event no candidate for the office of City Council Member Places 1, 3, or 5 receives a majority of all the votes casts for all the candidates for such office, a runoff election shall be called for such office to be conducted as provided for by the Charter of the City and the State Election Code.

SECTION 8. Chapter 31 of the Texas Election Code authorizes county election officers to contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform certain election services. The election shall be conducted in accordance with the terms and conditions of any such joint election contracts and the City Manager is hereby authorized to negotiate and execute such joint election contracts, together with any amendments thereto, as necessary to conduct the November 2, 2021 election and run-off election, if any.

SECTION 9. All resolutions or parts of resolutions in force when the provisions of this Resolution become effective which are inconsistent or in conflict with the terms and provisions contained in this Resolution are hereby repealed only to the extent of such conflict.

SECTION 10. Should any part, sentence or phrase of this Resolution be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Resolution shall not be adversely affected. No portion of this Resolution shall fail or

become inoperative by reason of the invalidity of any other part. All provisions of this Resolution are declared to be severable.

SECTION 11. This Resolution is effective immediately upon its passage and approval.

DULY PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS ON THIS THE 3rd DAY OF AUGUST 2021.

APPROVED:

Harry A. Garrett, Mayor

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(072821vwtTM123791)

EXHIBIT "A"
Election Day Polling Place Locations
November 2, 2021 GENERAL ELECTION
(to be attached)

EXHIBIT “B”
Locations for Early Voting in Person
November 2, 2021 GENERAL ELECTION
(to be attached)



AGENDA SUMMARY SHEET

August 3, 2021

CONSENT AGENDA, ITEM 4

Discuss and take action to approve a Preliminary Replat by Oak Leaf Estates, LLC on behalf of Rohingya International Inc. for Hollywood Estates Phase IV. The 45.909-acre tract is currently platted as part of Hollywood Estates Phase III and is situated partially in the John S. Patton Survey, Abstract No. 841 and partially in the William C. Berry Survey, Abstract No. 74, Glenn Heights, Ellis County, Texas. The applicant proposes to replat Lots 39-63, Block A and lots 22-36, Block C of Hollywood Estates Phase III for the subdivision and subsequent development of 46 new single-family residential lots and 1 common area lot to be owned and maintained by the Hollywood Estates Phase IV Homeowners Association. (Miamouni Hines, City Planner)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 3, 2021

SUBJECT

City Council will consider a Preliminary Replat request by Oak Leaf Estates, LLC on behalf of Rohingya International Inc. for Hollywood Estates Phase IV.

DISCUSSION / BACKGROUND

Hollywood Estates is a single-family residential subdivision partially in the City of Ovilla, partially in the City of Oak Leaf, and partially in the City of Glenn Heights. The City of Glenn Heights has jurisdiction over Hollywood Estates Phase III. The last revision of this phase was approved and recorded in January of 1985, but the public improvements were never completed and accepted by the City. The applicant is proposing this preliminary replat in accordance with the existing Single-Family 1 (SF-1) zoning to begin the process of installing the necessary public infrastructure and development of the new single-family residential lots.

PRIOR COUNCIL OR BOARD ACTION

On July 12, 2021, the Planning and Zoning Commission recommended approval of the preliminary replat as presented.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

The development of the residential lots within this subdivision would generate approximately \$275,000 in building permit, plan review, and construction fees. The City would also collect \$0.80443 per \$100 of taxable valuation for each lot.

RECOMMENDATION / ALTERNATIVES

Section 212.010 of the Texas Local Government Code states that the municipal authority responsible for approving plats shall approve a plat if:

1. It conforms to the general plan of the municipality and its current and future streets, alleys, parks, playgrounds, and public utility facilities;
2. It conforms to the general plan for the extension of the municipality and its roads, streets, and public highways within the municipality and in its extraterritorial jurisdiction, taking into account access to and extension of sewer and water mains and the instrumentalities of public utilities;
3. A bond required under Section 212.0106, if applicable, is filed with the municipality; and
4. It conforms to any rules adopted under Section 212.002.

The Development Review Committee Staff recommends *approval* of the preliminary replat as presented.

ATTACHMENTS

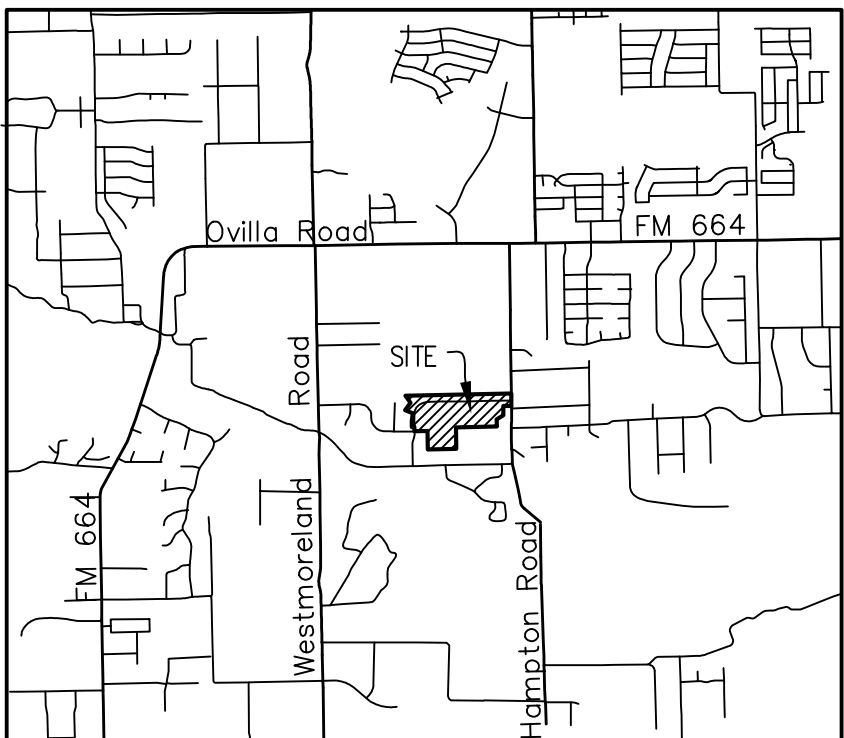
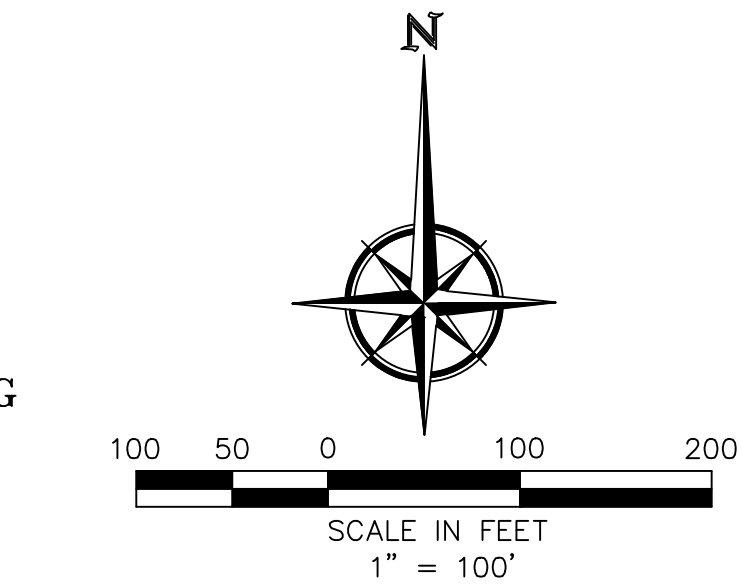
1. Hollywood Estates Phase IV Preliminary Replat
2. Preliminary Plat Checklist

PREPARED BY

Miamauni Hines, City Planner

REVIEWED BY

Marlon Goff, Director of Planning and Development Services



LEGEND	
IRF	IRON ROD FOUND
CIRF	CAPPED IRON ROD FOUND STAMPED "4267"
IRS	IRON ROD SET
P.R.E.C.T.	PLAT RECORDS ELLIS COUNTY TEXAS
B.L.	BUILDING SETBACK LINE
D.E.	DRAINAGE EASEMENT
D.&U.E.	DRAINAGE & UTILITY EASEMENT
G.E.	GAS EASEMENT
U.E.	UTILITY EASEMENT

The purposed of this Amendment to Holly Wood Estates Phase 3 Addition is to revise layout of Lots 39-63, Block A and Lots 22-36, Block C. And adjust the easements, Rights of Way and Buildg Setbacks. Due to layout revisions.

"Preliminary Plat For Review Proposes Only."

PRELIMINARY REPLAT HOLLY WOOD ESTATES PHASE 4

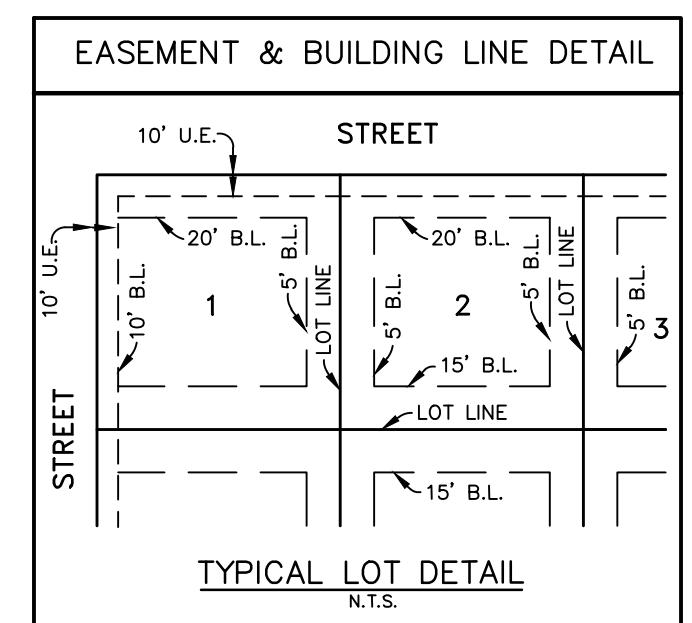
BEING A REPLAT OF
LOTS 39-63, BLOCK A & LOTS 25-36, BLOCK C
HOLLY WOOD ESTATES PHASE 3
CABINET B, SLIDE 185
AND BEING
45.909 ACRES
SITUATED IN THE
JOHN S. PATTON SURVEY, A-841
WILLIAM C. BERRY SURVEY, A-74
CITY OF GLEN HEIGHTS, ELLIS COUNTY, TEXAS
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 001145
201 WINDCO CIRCLE, SUITE 200, WYLLIE TEXAS 75098
(972) 941-8400 FAX (972) 941-8401

CURVE TABLE					
CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD BEARING
C1	13°05'19"	633.00'	72.62'	144.60'	N 08°04'54" E 144.29'
C2	14°05'30"	225.00'	27.81'	55.34'	N 30°02'26" E 55.20'
C3	19°27'17"	300.00'	51.43'	101.87'	S 78°54'52" W 101.38'
C4	19°27'27"	300.00'	51.44'	101.88'	S 78°54'57" W 101.39'
C5	30°06'30"	300.00'	80.69'	157.65'	S 22°01'56" W 155.84'
C6	5°11'52"	627.29'	28.47'	56.91'	S 04°22'45" W 56.89'

LINE TABLE		
NO.	DIRECTION	DISTANCE
L1	S 88°38'31" W	190.71'
L2	S 57°36'21" W	186.47'
L3	S 88°38'41" W	165.24'
L4	N 01°37'00" W	99.20'
L5	S 88°33'54" W	59.12'
L6	N 01°46'49" E	171.30'

LINE TABLE		
NO.	DIRECTION	DISTANCE
L7	N 37°05'11" E	66.90'
L8	N 88°38'41" E	30.00'
L9	S 88°38'41" W	30.00'
L10	S 27°08'04" E	22.21'
L11	S 83°42'31" E	56.85'
L12	N 01°06'59" W	26.09'

- NOTE:
- Bearings are based on Texas State Plane Coordinates. Projection: State Plane NAD83 Texas North Central Zone 4202, Lambert Conformal Conic, Feet (TX83-NCF).
 - A 1/2-inch iron rod will be set at all boundary corners, lot corners, points of curvature, points of tangency and angle points in public rights-of-way whenever possible unless otherwise shown or noted in this drawing, after all construction for this subdivision has been completed.
 - By graphical plotting, part of the parcel described hereon lies within Zone AE, a Special Flood Hazard Area inundated by 100-year flood, as delineated on the Ellis County, Texas and Incorporated Areas Flood Insurance Rate Map, Map Number 48139C00075F, dated June 3, 2013, published by the Federal Emergency Management Agency (FEMA). The Surveyor utilized the above referenced floodplain information for this determination and the Surveyor does not certify that revised floodplain information has or has not been published by FEMA or some other source. On occasion, greater floods can and will occur and flood heights may be increased by man-made or natural causes. The above flood statement shall not create liability on the part of the surveyor.
 - The HOA Common Area Lots will be owned and maintained by the Homeowner's Association.
 - The Owner and the Developer release the City of Glenn Heights from any and all claims, damages, obligations, or liabilities by the establishment of grades, or the alteration of the surface of any portion of the existing streets and alleys, to conform the grades established in this plat.
 - This Plat shall be subject to all Single Family-1 (SF-1) requirements as established by the Zoning Ordinance of the City of Glenn Heights.



46 RESIDENTIAL LOTS
1 H.O.A. COMMON AREA LOTS
OWNER
ROHINYA INTERNATIONAL
5902 DUCK CREEK DR #24
GARLAND, TX. 75043
LAND SURVEYOR
GEONAV SURVEYING
3410 MIDCOURT RD. SUITE 110
CARROLLTON, TX 75006
TBPLS Firm No. 10194205

OWNER’S CERTIFICATE AND DEDICATION

WHEREAS ROHINGYA INTERNATIONAL BEING THE OWNER OF a 45.909 acre tract of land situated in the John S. Patton Survey, Abstract No. 841 and the William .C. Berry Survey, Abstract No. 74, City of Glenn Heights, Ellis County, Texas and being all of Lots 39–63, Block A and Lots 25–36, Block C, Holly Wood Estates, Phase 3, an addition to the City of Glenn Heights, as recorded in Cabinet B, Page 185, Plat Records Ellis County, Texas, said 45.909 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2–inch iron rod with yellow cap stamped GEONAV set at the northeast corner of Lot 36, Block C of said Holly Wood Estates, Phase 3 addition, said corner being in the west right–of–way line of Hampton Road, a variable width right–of way;

THENCE South 00 degrees 15 minutes 47 seconds East, along the west line of said Hampton Road, a distance of 290.63 feet to a 1/2–inch iron rod found at the northeast corner of Lot 38, Block A of said Holly Wood Estates, Phase 3 addition, said being at the intersection of the west line of said Hampton Road and the south line of Hollingsworth Lane, a 60 ft. right–of–way;

THENCE South 88 degrees 38 minutes 31 seconds West, along the common line of said Lot 38, Block A and said Hollingsworth Lane, a distance of 190.71 feet to a 5/8–inch iron rod found at the northwest corner of said Lot 38 and the northeast of Lot 39, Block A of said Holly Wood Estates, Phase 3 addition;

THENCE along the common lines of Lots 36–39 and Lot 41, Block A of said Holly Wood Estates, Phase 3 addition, the following three (3) courses:

- 1) South 01 degrees 04 minutes 40 seconds East, a distance of 213.67 feet to a 1/2–inch iron rod found at the southeast corner of said Lot 39;
- 2) South 57 degrees 36 minutes 21 seconds West, a distance of 186.47 feet to a 1/2–inch iron rod found at the southwest corner of said Lot 39;
- 3) South 02 degrees 37 minutes 08 seconds East, a distance of 165.24 feet to a 1/2–inch iron rod with yellow cap stamped GEONAV set at the southeast corner of said Lot 41, same being in the north line of a called 10.473 acre tract of land described in deed to Oretha B. Whitaker, as recorded in Volume 2592, Page 1470, Deed Records, Ellis County, Texas;

THENCE along the common lines of Lots 41, 42, 45, 46, and 51–54, Block A of said Holly Wood Estates, Phase 3 addition and said 10.473 acre tract, the following two (2) courses:

- 1) South 88 degrees 53 minutes 20 seconds West, a distance of 957.27 feet to a 1/2–inch iron rod found at the southwest corner of said Lot 46 and the northwest corner of said 10.473 acre tract;
- 2) South 00 degrees 49 minutes 48 seconds East, a distance of 501.87 feet to a 1/2–inch iron rod with yellow cap stamped GEONAV set at the southwest corner of said 10.473 acre tract and the southeast corner of said Lot 54, same being in the north line of Holly Wood Estates, an addition to the City of Ovilla, as recorded in Cabinet B, Page 17, Plat Records, Ellis County, Texas;

THENCE South 88 degrees 53 minutes 01 seconds West, along the common line of the last mentioned addition and said Holly Wood Estates, Phase 3 addition, a distance of 659.03 feet to a 1/2–inch iron rod found at the common south corner of Lot 55 and Lot 66, Block A of said Holly Wood Estates, Phase 3 addition;

THENCE along the common lines of Lots 55–57 and Lots 63–66, Block A of said Holly Wood Estates, Phase 3 addition, the following two (2) courses:

- 1) North 01 degrees 28 minutes 35 seconds West, a distance of 432.85 feet to a 3/8–inch iron rod found at the southeast corner of said Lot 63;
- 2) South 88 degrees 46 minutes 28 seconds West, a distance of 303.41 feet to a 3/8–inch iron rod found at the southwest corner of said Lot 63, same being in the east line of the above mentioned Hollingsworth Lane;

THENCE North 01 degrees 37 minutes 00 seconds West, along the common line of said Lot 63 and said Hollingsworth Lane, a distance of 99.20 feet to a 1/2–inch iron rod with yellow cap stamped GEONAV set;

THENCE South 88 degrees 33 minutes 54 seconds West, across said Hollingsworth Lane, a distance of 59.12 feet to a 1/2–inch iron rod with yellow cap stamped GEONAV set at the southeast corner of Lot 22, Block C of said Holly Wood Estates, Phase 3 addition, same being in the west line of said Hollingsworth Lane;

THENCE along the common lines of said Hollingsworth Lane, Lots 22–25 and Lots 16–17, Block C of said Holly Wood Estates, Phase 3 addition, the following five (5) courses;

- 1) North 01 degrees 46 minutes 49 seconds East, a distance of 171.30 feet to a 1/2–inch iron rod with yellow cap stamped GEONAV set at the beginning of a non–tangent curve to the right having a radius of 633.00 feet, whose chord bears North 08 degrees 04 minutes 54 seconds East, a distance of 144.29 feet;
- 2) Northeasterly, with said curve to the right, through a central angle of 13 degrees 05 minutes 19 seconds, an arc distance of 144.60 feet to a 1/2–inch iron rod with yellow cap stamped GEONAV set at the common east corner of Lot 23 and Lot 24, Block C of Holly Wood Estates, Phase 3 addition and at the beginning of a compound curve to the right having a radius of 225.00 feet, whose chord bears North 30 degrees 02 minutes 26 seconds East, a distance of 55.20 feet;
- 3) Northeasterly with said compound curve to the right through a central angle of 14 degrees 05 minutes 30 seconds, an arc distance of 55.34 feet to a 1/2–inch iron rod with yellow cap stamped GEONAV set at the end of said curve;
- 4) North 37 degrees 05 minutes 11 seconds East, a distance of 66.90 feet to a 1/2–inch iron rod with yellow cap stamped GEONAV set;
- 5) North 38 degrees 14 minutes 22 seconds West, a distance of 393.92 feet to a 1/2–inch iron rod found at the common north corner of said Lot 25 and said Lot 16, same being in the south line of a called 94.98 acre tract of land described in deed to Ovilla Road Joint Venture, as recorded in Volume 725, Page 837, Deed Records, Ellis County, Texas;

THENCE North 88 degrees 38 minutes 41 seconds East, along the north line of said Holly Wood Estates, Phase 3 addition and the south line of said 94.98 acre tract and a called 47.803 acre tract of land described in deed to Bloomfield Homes, LP, as recorded in Instrument 2005619, Deed Records, Ellis County, Texas, a distance of 2471.25 feet to the POINT OF BEGINNING AND CONTAINING 1,999,808 square feet or 45.909 acres of land.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

THAT ROHINGYA INTERNATIONAL hereby adopt this plat designating the hereon above described property as HOLLY WOOD ESTATES PHASE 4, an addition to the City of Glenn Heights, Texas, and hereby dedicate to the City of Glenn Heights, in fee simple, forever the streets, alleys and all other rights–of–way shown thereon. The easements shown thereon are hereby dedicated and reserved for the purposes as indicated. The utility, access and fire lane easements shall be open to the public and private utilities for each particular use. The maintenance of paving on the utility, access and fire lane easements is the responsibility of the property owner. No buildings or other improvements or growths, except fences, vegetation, driveways, and sidewalks less than 6 feet in width shall be constructed or placed upon, over or across the easements as shown except as permitted by City Ordinances. No improvements which may obstruct the flow of water may be constructed or placed in drainage easements. Any public utility shall have the right to remove and keep removed all or parts of the encroachments allowed above which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on the easements, and all public utilities shall at all times have the full right of ingress and egress to or from and upon the said easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintenance and adding to or removing all or parts of its respective systems without the necessity at any time of procuring the permission of anyone. Any public utility shall have the right of ingress and egress to private property for the purpose of reading meters and any maintenance and service required or ordinarily performed by that utility. This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Glenn Heights, Texas. This plat does not alter or remove existing deed restrictions or covenants, if any on this property.

EXECUTED THIS _____ DAY OF _____, 2021.

FOR: ROHINGYA INTERNATIONAL

BY: _____
NAME:
TITLE:

STATE OF TEXAS
COUNTY OF _____

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this date personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

SURVEYOR’S CERTIFICATE

I, Daniel Chase O’Neal, hereby certify that this plat was prepared under my supervision from an actual survey of the land and that the corner monuments shown hereon were properly placed under my supervision, in accordance with the development code of the City of Glenn Heights, Texas.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE.

DANIEL CHASE O’NEAL
REGISTERED PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS NO. 6570

STATE OF TEXAS
COUNTY OF COLLIN

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this date personally appeared Daniel Chase O’Neal, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2021.

NOTARY PUBLIC FOR THE STATE OF TEXAS
MY COMMISSION EXPIRES:

NOTE:

- 1. Bearings are based on Texas State Plane Coordinates. Projection: State Plane NAD83 Texas North Central Zone 4202, Lambert Conformal Conic, Feet (TX83–NCF).
- 2. A 1/2–inch iron rod will be set at all boundary corners, lot corners, points of curvature, points of tangency and angle points in public rights–of–way whenever possible unless otherwise shown or noted in this drawing, after all construction for this subdivision has been completed.
- 3. By graphical plotting, part of the parcel described hereon lies within Zone AE, a Special Flood Hazard Area inundated by 100–year flood, as delineated on the Ellis County, Texas and Incorporated Areas, Flood Insurance Rate Map, Map Number 48139C00075F, dated June 3, 2013, published by the Federal Emergency Management Agency (FEMA). The Surveyor utilized the above referenced floodplain information for this determination and the Surveyor does not certify that revised floodplain information has or has not been published by FEMA or some other source. On occasion, greater floods can and will occur and flood heights may be increased by man–made or natural causes. The above flood statement shall not create liability on the part of the surveyor.
- 4. The HOA Common Area Lots will be owned and maintained by the Homeowner’s Association.
- 5. The Owner and the Developer release the City of Glenn Heights from any and all claims, damages, obligations, or liabilities by the establishment of grades, or the alteration of the surface of any portion of the existing streets and alleys, to conform the grades established in this plat.
- 6. This Plat shall be subject to all Single Family–1 (SF–1) requirements as established by the Zoning Ordinance of the City of Glenn Heights.

”Preliminary Plat For Review Proposes Only.”

PRELIMINARY REPLAT
HOLLY WOOD ESTATES
PHASE 4

BEING A REPLAT OF
LOTS 39–63, BLOCK A & LOTS 25–36, BLOCK C
HOLLY WOOD ESTATES PHASE 3
CABINET B, SLIDE 185

AND BEING

45.909 ACRES

SITUATED IN THE

JOHN S. PATTON SURVEY, A–841
WILLIAM C. BERRY SURVEY, A–74
CITY OF GLEN HEIGHTS, ELLIS COUNTY, TEXAS

46 RESIDENTIAL LOTS
1 H.O.A. COMMON AREA LOTS
OWNER
ROHINGYA INTERNATIONAL
5902 DUCK CREEK DR #24
GARLAND, TX. 75043

LAND SURVEYOR
CEONAV SURVEYING
3410 MIDCOURT RD, SUITE 110
CARROLLTON, TX 75006
TBPLS Firm No. 10194205

ENGINEERING CONCEPTS & DESIGN, L.P.
ENGINEERING/PROJECT MANAGEMENT/CONSTRUCTION SERVICES
TEXAS FIRM REG. NO. 001145
201 WINDCO CIRCLE, SUITE 200, WYLLIE TEXAS 75088
(972) 941–8400 FAX (972) 941–8401



City of Glenn Heights Subdivision Checklist 2118 S. Uhl Road, Glenn Heights, TX 75154

Preliminary Plat – Administrative Requirements

The preliminary plat shall be deemed administratively complete if Staff determines the following items have been received in compliance with the respective sections of the City's Code of Ordinances:

- ☒ Fees (Section A2.000-e)
- ☒ 5 copies of the Preliminary Plat (Section 10.01.006-a)
- ☒ General Development Plan (Section 10.01.006-h)
- ☒ Proposed Drainage Plan (Section 10.01.006-i)

Additional criteria shall be evaluated on a case-by-case basis.

Notes:



City of Glenn Heights Subdivision Checklist 2118 S. Uhl Road, Glenn Heights, TX 75154

Pursuant to the Local Government Code Section 212.0091 – APPROVAL PROCEDURE: CONDITIONAL APPROVAL OR DISAPPROVAL REQUIREMENTS. (a) A municipal authority or governing body that conditionally approves or disapproves a plan or plat under this subchapter shall provide the applicant a written statement of the conditions for the conditional approval or reasons for disapproval that clearly articulates each specific condition for the conditional approval or reason for disapproval.

Preliminary Plat Review

The preliminary plat shall receive Staff's recommendation of approval if the following items are in accordance with the respective sections of the City's Code of Ordinances:

- ☒ Administrative Completeness (Section 10.01.006)
- ☒ General Document Information
 - ☒ Tract outline (Section 10.01.006-c)
 - ☒ Boundary dimensions (Section 10.01.006-c)
 - ☒ 1":100' minimum scale (Section 10.01.006-b)
 - ☒ North point (Section 10.01.006-i)
 - ☒ Date (Section 10.01.006-i)
 - ☒ Details of surrounding properties (Section 10.01.006-e)
 - ☒ Name of proposed subdivision (Section 10.01.006-j)
 - ☒ Land owner, surveyor, and developer information (Section 10.01.006-k)
 - ☒ 1":1,000' maximum scale vicinity map (Section 10.01.006-l)
 - ☒ Approval certificate (Section 10.01.006-o)
 - ☒ Meets and bounds description
- ☒ Existing Subdivision Details (Section 10.01.006-e)
- ☒ Subdivision Plan – The following must comply with the respective zoning designation according to the City's Zoning Ordinance
 - ☒ Streets & Street Names
 - ☒ Blocks
 - ☒ Lots
 - ☒ Alleys

- ☒ Easements
- ☒ Building Lines
- ☒ Open Space
- ☒ Existing Utilities (Section 10.01.006-g)
- ☒ Plan for Proposed Utilities and Improvements – The following must comply with the City’s Code of Ordinance
 - ☒ Sewer
 - ☒ Water
 - ☒ Gas Mains
 - ☒ Electrical
- ☒ General Development Plan (Section 10.01.006-h)
- ☒ Proposed Drainage Plan (Section 10.01.006-i)
 - ☒ 2’ maximum contour intervals (Section 10.01.006-m)

Staff Recommendation

- ☒ Approval
- ☐ Approval with condition
- ☐ Denial

Additional criteria shall be evaluated on a case-by-case basis.

Notes:



AGENDA SUMMARY SHEET

August 3, 2021

AGENDA, ITEM 1

Discuss and take action on Resolution R-27-21, a Resolution of the City Council of the City of Glenn Heights, Texas, approving and authorizing the City Manager to execute an Interlocal Agreement between the City of Glenn Heights and the City of Sanger for Cooperative Purchasing. (Michael Rogers, Deputy City Manager)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	

RESOLUTION NO. R-27-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF GLENN HEIGHTS AND THE CITY OF SANGER FOR COOPERATIVE PURCHASING

WHEREAS, the City of Glenn Heights is authorized by state law to execute an Interlocal Agreement for Cooperative Purchasing; and

WHEREAS, the City of Glenn Heights wishes to enter into the Interlocal Agreement for Cooperative Purchasing with the City of Sanger, Texas, attached hereto as Exhibit "A;" and

WHEREAS, The City of Glenn Heights has budgeted sufficient funds to make the required payments.

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

SECTION 1. The Interlocal Agreement Between the City of Glenn Heights and the City of Sanger for Cooperative Purchasing is hereby approved and the City Manager is authorized to execute it, in substantially the form of the agreement attached hereto as Exhibit "A" on behalf of the City, along with any other related and necessary documents to provide effect to the Agreement.

SECTION 2. This resolution shall be effective from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, on this the 3rd day of August 2021.

CITY OF GLENN HEIGHTS, TEXAS

HARRY A. GARRETT, MAYOR

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM:

Victoria W. Thomas, City Attorney
(071321vwtTM123519)

EXHIBIT “A”
[Interlocal Agreement to be attached here]

INTERLOCAL COOPERATION AGREEMENT FOR COOPERATIVE PURCHASING

This **Interlocal Cooperation Agreement for Cooperative Purchasing**, ("**Agreement**"), is made by and between the **City of Glenn Heights** ("**Glenn Heights**"), a Texas home rule municipality located in Dallas County, and the **City of Sanger** ("**Sanger**"), a Texas home rule municipality located in Denton County, acting by and through their authorized officers. Glenn Heights and Sanger are collectively referred to herein as "**Parties**" and individually as "**Party**."

RECITALS:

WHEREAS, the Parties have each determined a need for a cooperative agreement to purchase like goods and services to avoid duplication of procurement efforts and to obtain the benefits of volume purchasing; and

WHEREAS, this Agreement establishing a cooperative purchasing agreement between the Parties is authorized by Chapter 791 of the Texas Government Code (the "Interlocal Cooperation Act" or "**the Act**") and Subchapter F, Chapter 271 of the Texas Local Government Code; and

WHEREAS, TEX. LOC. GOV'T CODE §271.102 and TEX. GOV'T CODE §791.025 authorizes local governments (as defined in the Act) to participate in cooperative purchasing programs with other local governments or local cooperative organizations; and

WHEREAS, a local government may satisfy the requirement to seek competitive bids for the purchase of goods and materials pursuant to TEX. LOC. GOV'T CODE §271.102(c) and TEX. GOV'T CODE §791.025(c) by utilizing a cooperative purchasing program with another local government that has already competitively bid and satisfied the statutory requirements for the purchases; and

WHEREAS, the Parties, each being a "local government" as defined in the Act, desire to enter into a cooperative purchasing program which will allow each Party to purchase goods and services under the other Party's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE and TEX. GOV'T CODE §791.025.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

ARTICLE I PURPOSE

The purpose of this Agreement is to establish a cooperative purchasing agreement between the Parties that will allow each Party to purchase goods and services under the other Party's competitively bid contracts pursuant to Subchapter F, Chapter 271 of the TEX. LOC. GOV'T CODE and TEX. GOV'T CODE §791.025.

ARTICLE II TERM

The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date. Thereafter, unless sooner terminated as provided herein, the term of this Agreement shall automatically renew for successive periods of one (1) year each pursuant to of the TEX. GOV'T CODE §791.011(f), each renewal period being under the same terms and conditions of this Agreement.

ARTICLE III TERMINATION

Either Party may terminate this Agreement by providing written notice to the other Party not later than thirty (30) days prior to the desired date of termination.

ARTICLE IV PURCHASING

4.1 City Manager Authority: The City Manager or his/her designee for each Party is authorized to act on behalf of the respective Party in all matters relating to this Agreement.

4.2 Vendor Consent to Cooperative Purchasing: Each Party that enters into a contract with a vendor for goods and/or services shall attempt to obtain the vendor's agreement to offer those goods and services to the other Party and other local governments for the same price and on the same terms and conditions as have been offered to the first purchasing Party. If the vendor so agrees, and if the second purchasing Party is agreeable to such terms and conditions, the second purchasing Party may enter its own separate contract with the vendor for the purchase of such goods or services. Execution of this Agreement does not obligate either Party to make any purchase, to pay any membership fee, or to otherwise in any manner incur a cost or obligation.

4.3 Responsibility for Payments: Unless otherwise agreed between each Party's designated representative, payments for a purchase made by the second purchasing Party shall be paid directly to the vendor and not by the first purchasing Party. The second purchasing Party shall have the responsibility of determining whether the vendor has complied with provisions in its contract with vendor, including, but not limited to, those relating to the quality of items and terms of delivery, and shall be responsible for enforcement of its contract against the vendor, including all cost of enforcement.

4.4 Current Funds: Each Party paying for the performance of governmental functions or services shall make such payments from current revenues available to the paying Party and shall be in amount that fairly compensates a vendor for their services or functions performed under a contract entered into pursuant to this Agreement.

4.5 Exclusions: Pursuant to TEX. GOV'T CODE §791.011(j), neither Party may purchase construction-related goods or services pursuant to this Agreement in an amount greater than \$50,000 unless a person designated by either Party certifies in writing that:

(a) the project for which the construction-related goods or services are being procured does not require the preparation of plans and specifications under Chapter 1001 or 1051 of the Texas Occupations Code; or

(b) the plans and specifications required under Chapters 1001 and 1051 of the Texas Occupations Code, have been prepared.

4.6 Freedom to Contract: Nothing in this Agreement shall prevent a Party from advertising for and awarding contracts for goods or services separate and apart from this Agreement, nor shall either Party be obligated to purchase goods or services from a contract awarded pursuant to this Agreement.

ARTICLE V MISCELLANEOUS

5.1 Relationship of Parties: This Agreement is not intended to create, nor should it be construed as creating, a partnership, association, joint venture or trust between the Parties.

5.2 Notice: Any notice required or permitted to be delivered hereunder shall be deemed received (i) on the third business day after being deposited in with the United States Postal Service, Postage Prepaid, Certified Mail, Return Receipt Requested, or (ii) upon delivery when sent by hand-delivered or overnight courier, addressed to the respective Party at the address set forth below the signature of the Party's authorized representative.

5.3 Amendments: This Agreement may be amended only by written agreement signed by both Parties.

5.4 Compliance with Federal, State, and Local Laws: This Agreement shall be subject to all applicable federal, state, and local laws, ordinances, rules, and regulations.

5.5 Severability: In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this Agreement.

5.6 Governing Law; Venue: The validity of this Agreement and any of its terms and provisions as well as the rights and duties of the parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Denton County, Texas.

5.7 Entire Agreement: This Agreement represents the entire agreement between the Parties with respect to the subject matter covered by this Agreement. There is no other collateral, oral or written agreement between the Parties that in any manner relates to the subject matter of this Agreement.

5.8 Recitals: The recitals to this Agreement are incorporated herein.

5.9 Counterparts: This Agreement may be signed in any number of identical counterparts, each of which shall be deemed an original and constitute one and the same instrument.

5.10 Approval by Governing Bodies: This Agreement has been duly passed and approved by an ordinance or resolution of the governing bodies of the Parties.

5.11 Effective Date: This Agreement shall be Effective on the date it bears the signatures of authorized representatives of both Parties, whether appearing on the same document or on identical counterparts as authorized herein.

Signatures on Following Page

SIGNED AND AGREED this _____ day of _____, 2021.

City of Glenn Heights, Texas

By: _____

David A. Hall, City Manager
City of Glenn Heights
1938 S. Hampton Road
Glenn Heights, Texas 75154

ATTEST:

Brandi Brown, City Secretary

APPROVED AS TO FORM

Victoria W. Thomas, City Attorney
(071321vwtTM123517)

SIGNED AND AGREED this _____ day of _____, 2021.

City of Sanger, Texas

By: _____

Jeriana Staton, Interim City Manager
City of Sanger
502 Elm Street
Sanger, Texas 76266

ATTEST:

Kelly Edwards, City Secretary

APPROVED AS TO FORM

Hugh Coleman, City Attorney



AGENDA SUMMARY SHEET

August 3, 2021

AGENDA, ITEM 2

Discuss and take action on Resolution R-28-21, a Resolution of the City Council of the City of Glenn Heights, Texas, approving the terms and conditions of the Grant Agreement by and between Texas Division of Emergency Management (TDEM), an agency of the State of Texas, and the City of Glenn Heights, Texas, as provided in Exhibit 'A' attached hereto and incorporated herein; authorizing the City Manager to execute the necessary documents; and providing for an effective date. (Keith Moore, Fire Chief)

Motion	
Second	
For	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Against	Garrett, S Brown, Ipaye, Bruton, A Brown, Allen, Newson
Abstain	
Approve/ Deny/ Table	



CITY OF GLENN HEIGHTS CITY COUNCIL REPORT

Date: August 3, 2021

SUBJECT

This item will allow City Council to authorize the City Manager to execute an agreement between the City of Glenn Heights, Texas and the Texas Division of Emergency Management (TDEM), allowing the City of Glenn Heights to receive 3.2 million-dollars in funding from the American Rescue Act Plan.

DISCUSSION / BACKGROUND

The President of the United States signed the American Rescue Act Plan on March 21, 2021, which was a 1.9 trillion-dollar stimulus package that will provide COVID related funding to each state and city in the United States. This funding is based upon the population of each city. Due to the City's population, funding will be handled through the Texas Division of Emergency Management.

PRIOR COUNCIL OR BOARD ACTION

Not applicable.

PUBLIC CONTACT

Not applicable.

FINANCIAL IMPACT

The Fiscal Impact from the 2021 American Rescue Act Plan will be 3.2 million dollars. The first installment should arrive within 30 days of the filing of the Terms and Conditions Agreement with TEDM, in the amount of 1.6 million dollars. The second installment will be 1 year from the date of the first installment, in the amount of 1.6 million dollars. The City is tentatively preparing to use this funding for capital infrastructure projects. We will be bringing those items back before this body for approval at a later date.

RECOMMENDATION / ALTERNATIVES

Staff recommends approval of Resolution R-28-21.

ATTACHMENTS

1. Resolution R-28-21

PREPARED BY

Keith Moore, Fire Chief/Emergency Management Coordinator

REVIEWED BY

Brandi Brown, City Secretary

RESOLUTION NO. R-28-21

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE GRANT AGREEMENT BY AND BETWEEN TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) , AN AGENCY OF THE STATE OF TEXAS, AND THE CITY OF GLENN HEIGHTS, TEXAS, AS PROVIDED IN EXHIBIT ‘A’ ATTACHED HERETO AND INCORPORATED HEREIN; AUTHORIZING THE CITY MANAGER TO EXECUTE THE NECESSARY DOCUMENTS; AND, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glenn Heights desires to enter into a Grant Terms and Conditions Agreement with Texas Division of Emergency Management (TDEM) to facilitate the City obtaining its share of grant funding available through the American Rescue Plan Act (“ARPA”); and

WHEREAS, the City Council of the City of Glenn Heights believes it serves the public welfare and is in the best interest of the City and its citizens to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENN HEIGHTS, TEXAS, THAT:

SECTION 1. The City Council hereby authorizes, approves, and accepts the Grant Terms and Conditions by and between the City of Glenn Heights, Texas and the Texas Division of Emergency Management (TDEM), attached hereto and incorporated herein as Exhibit ‘A’ to facilitate the City obtaining grant funding under the American Rescue Plan Act and further authorizes the City Manager to execute said Grant Terms and Conditions on behalf of the City and to take such further steps as necessary for compliance with the terms and conditions thereof.

SECTION 2. This Resolution shall take effect immediately from and after its passage.

DULY RESOLVED AND ADOPTED by the City Council of the City of Glenn Heights, Texas, on the 3rd day of August 2021.

**CITY OF GLENN HEIGHTS, TEXAS
APPROVED:**

Harry A. Garrett, Mayor

ATTEST:

APPROVED AS TO FORM:

Brandi Brown, City Secretary

Victoria W. Thomas, City Attorney

Exhibit A
[Grant Terms and Conditions]

GRANT TERMS AND CONDITIONS

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

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

a. The term Recipient and pass-through entity have the same meaning as "Grantee," as used in governing statutes, regulations, and DHS/FEMA guidance.

b. A Recipient is also a "non-federal entity" for grants administration purposes.

c. A Subrecipient is also known as a "Subgrantee" as used in governing statutes regulations and DHS/ FEMA guidance.

d. A Subrecipient is also a "non-federal entity" for grants administration purposes.

e. The "Grant" referred to in this agreement is a subgrant to the Subrecipient passed thru from TDEM to the Subrecipient.

f. Certifying Official will be the Mayor, Judge, or Executive Director authorized to execute these grant terms and conditions, and to submit changes of Subrecipient Agents.

f. Projects and any subsequent versions for those projects accepted by the Subrecipient and subsequently obligated or deobligated by DHS/FEMA are considered subawards to this grant agreement.

A. **Standard of Performance.** Subrecipient shall perform all activities as approved by TDEM. Any change to a project shall receive prior written approval by TDEM and, if required, by FEMA. Subrecipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Grant, including but not limited to the following Exhibits:

1. Assurances – Non-Construction Programs, hereinafter referred to as "Exhibit A"
2. Assurances – Construction Programs, hereinafter referred to as "Exhibit B"
3. Certifications for Grant Agreements, hereinafter referred to as "Exhibit C"
4. State of Texas Assurances, hereinafter referred to as "Exhibit D"
5. Environmental Review Certification, hereinafter referred to as "Exhibit E"
6. Additional Grant Conditions, hereinafter referred to as "Exhibit F"
7. Additional Grant Certifications, hereinafter referred to as "Exhibit G"
8. Request for Information and Documentation referred to as "Exhibit H"

B. **Failure to Perform.** In the event Subrecipient fails to implement and complete the project(s) approved and awarded, or comply with any provision of this Grant, Subrecipient shall be liable to TDEM for an amount not to exceed the award amount of this Grant and may be barred from applying for or receiving additional DHS/FEMA grant program funds

GRANT TERMS AND CONDITIONS

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

- C. **Funding Obligations.** TDEM shall not be liable to Subrecipient for any costs incurred by Subrecipient that are not allowable costs.

1. Notwithstanding any other provision of this Grant, the total of all payments and other obligations incurred by TDEM under this Grant shall not exceed the total cumulative award amounts listed on the Subawards (projects and subsequent versions).
2. Subrecipient shall contribute the match funds listed on the subaward.

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

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

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

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

GRANT TERMS AND CONDITIONS

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

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

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

and the program State Administrative Plan, available at:

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

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

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

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

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

G. **Restrictions and General Conditions.**

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

GRANT TERMS AND CONDITIONS

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

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

GRANT TERMS AND CONDITIONS

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

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

H. Procurement and Contracting.

1. Procurements. Subrecipient shall comply with all applicable federal, state, and local laws and requirements, including but not limited to proper competitive solicitation processes where required, for any procurement which utilizes federal funds awarded under this Grant in accordance with 2 C.F.R. 200.318-326 and Appendix II to Part 200 (A-C) and (E-J)
2. Contract Provisions. All contracts executed using funds awarded under this Grant shall contain the contract provisions listed under 2 C.F.R. 200.326 and Appendix II (A), Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
3. Procurement activities must follow the most restrictive of Federal, State and Local procurement regulations:
 - a. Procurement by micro purchase
 - b. Procurement by small purchase
 - c. Procurement by sealed bid
 - d. Procurement by competitive proposal
 - e. Procurement by non-competitive proposal, solely when the award of a contract is unfeasible under the other methods

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

GRANT TERMS AND CONDITIONS

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

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

Must negotiate profit as a separate element where required.

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

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

J. **Audit.**

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

GRANT TERMS AND CONDITIONS

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

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

K. Retention and Accessibility of Records.

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

L. Changes, Amendments, Suspension or Termination

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

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GRANT TERMS AND CONDITIONS

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

3. **Suspension.** In the event Subrecipient fails to comply with any term of this Grant, TDEM may, upon written notification to Subrecipient, suspend this Grant, in whole or in part, withhold payments to Subrecipient and prohibit Subrecipient from incurring additional obligations of this Grant's funds.
 4. **Termination.** TDEM shall have the right to terminate this Grant, in whole or in part, at any time before the end of the Performance Period, if TDEM determines that Subrecipient has failed to comply with any term of this Grant. TDEM shall provide written notice of the termination and include:
 - a. The reason(s) for such termination;
 - b. The effective date of such termination; and
 - c. In the case of partial termination, the portion of this Grant to be terminated.
 - d. Appeal may be made to the Deputy Chief of the Texas Division of Emergency Management - Recovery & Mitigation.
- M. **Enforcement.** If Subrecipient materially fails to comply with any term of this Grant, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TDEM or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:
1. Increased monitoring of projects and require additional financial and performance reports
 2. Require all payments as reimbursements rather than advance payments
 3. Temporarily withhold payments pending correction of the deficiency
 4. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance;
 5. Request DHS/FEMA to wholly or partially de-obligate funding for a project
 6. Temporarily withhold cash payments pending correction of the deficiency by subrecipient or more severe enforcement action by TDEM or DHS/FEMA;
 7. Withhold further awards for the grant program
 8. Take other remedies that may be legally available

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

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

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

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

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

GRANT TERMS AND CONDITIONS

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

N. **Conflicts of Interest.** The subrecipient will maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts and will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

O. **Closing of this Grant.** TDEM will close each subaward after receiving all required final documentation from the Subrecipient. If the close out review and reconciliation indicates that Subrecipient is owed additional funds, TDEM will send the final payment automatically to Subrecipient. If Subrecipient did not use all the funds received, TDEM will recover the unused funds.

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

The closeout of this Grant does not affect:

1. DHS/FEMA or TDEM's right to disallow costs and recover funds on the basis of a later audit or other review;
2. Subrecipient's obligation to return any funds due as a result of later refunds, corrections, or other transactions;
3. Records retention requirements, property management requirements, and audit requirements, as set forth herein; and
4. Any other provisions of this Grant that impose continuing obligations on Subrecipient or that govern the rights and limitations of the parties to this Grant after the expiration or termination of this Grant.

P. **Notices.** All notices and other communications pertaining to this agreement shall be delivered in electronic format and/or writing and shall be transmitted by fax, e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party.

GRANT TERMS AND CONDITIONS

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS See Standard Form 424B

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

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

GRANT TERMS AND CONDITIONS

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS See Standard Form 424D

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

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

GRANT TERMS AND CONDITIONS

Exhibit C

Certifications for Grant Agreements

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

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

GRANT TERMS AND CONDITIONS

EXHIBIT D

State of Texas Assurances

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

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

GRANT TERMS AND CONDITIONS

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

GRANT TERMS AND CONDITIONS

EXHIBIT E

Environmental Review

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

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

GRANT TERMS AND CONDITIONS

EXHIBIT F

Additional Grant Conditions

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

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GRANT TERMS AND CONDITIONS

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

GRANT TERMS AND CONDITIONS

EXHIBIT G

Match Certification

Additional Grant Certifications

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

Duplication of Program Statement

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

Match Certification

Federal Debt Disclosure

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

For Hazard Mitigation Projects Only:

Maintenance Agreement

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

Environmental Justice Statement

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

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

OR

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

Request for Information and Documentation Policy and Guideline

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

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

Reference: RMS Services Grant Program Request for Information and Documentation August 2017

GRANT TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

Signature of Certifying Official

Date

Printed Name and Title

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

Recipient name and address: [Recipient to provide]	DUNS Number: [Recipient to provide] Taxpayer Identification Number: [Recipient to provide] Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

Authorized Representative:

Title:

Date:

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

U.S. DEPARTMENT OF THE TREASURY
CORONAVIRUS LOCAL FISCAL RECOVERY FUND
AWARD TERMS AND CONDITIONS

1. Use of Funds.
 - a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.
3. Reporting. Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.
4. Maintenance of and Access to Records
 - a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Recipient may use funds provided under this award to cover both direct and indirect costs.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Recipient.
8. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
 - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
 - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
 - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
 - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
 - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
 - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
 - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
 - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
 - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.
11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
14. Debts Owed the Federal Government.
- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
 - b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for contract or grant oversight or management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the “Recipient”) provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient’s beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient’s program(s) and activity(ies), so long as any portion of the Recipient’s program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury’s implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury’s directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient’s programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

Recipient

Date

Signature of Authorized Official

PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

NEU BUDGET / EXPENDITURE CERTIFICATION

I certify that I am an authorized representative of a nonentitlement unit of local government (NEU) and am making this certification in conjunction with the NEU's application to TDEM for Coronavirus Local Fiscal Recovery Funds (CLFRF).

Under CLFRF requirements, a state may not make a payment to an NEU in excess of the amount equal to 75 percent of the most recent budget for the NEU as of January 27, 2020.

"Most recent budget" is defined as an NEU's total annual budget, including both operating and capital expenditure budgets, in effect as of January 27, 2020. For multi-year budgets without year-by-year breakouts, NEUs should report a straight annualized average of the multi-year budget.

NEUs that had no formal budget as of January 27, 2020, may provide a certification from an authorized officer of its most recent annual expenditures as of January 27, 2020.

I am providing a certification of my NEU's most recent budget as of January 27, 2020.

My NEU did not have a formal budget as of January 27, 2020. Therefore, I am certifying my NEU's most recent annual expenditures as of January 27, 2020.

Total budget or expenditure amount: \$

I understand this information is supported by records and information available for audit. I further understand my NEU will be asked to submit the actual budget documents that validate the budget total to the Treasury Department in conjunction with required reporting responsibilities.

Name of NEU:

Authorized Representative:

Title:

Date Signed: