

**JOINT AGENDA  
NORTHEAST TEXAS ECONOMIC DEVELOPMENT DISTRICT AND  
ARK-TEX COUNCIL OF GOVERNMENTS EXECUTIVE COMMITTEE MEETING  
AUGUST 29, 2019**

The Northeast Texas Economic Development District (NETEDD), and Executive Committee of the Ark-Tex Council of Governments (ATCOG) will meet at 10:00 a.m., Thursday, August 29, 2019, at the Titus County Extension Office, 1708 Industrial Road, Mt. Pleasant, Texas.

Item 1. Call to order.

Item 2. Invocation.

Item 3. Self-introductions.

**Northeast Texas Economic Development District (NETEDD) Agenda Items**

- Item 4. Approve the minutes as submitted of the North East Texas Economic Development District (NETEDD) Committee meeting held Thursday, April 25, 2019, in Mt. Pleasant, Texas. (see page 4)
- Item 5. Review and comment on NETEDD CEDS Community Survey. (see page 8; to be presented by Executive Director Chris Brown)
- Item 6. Discussion of NETEDD portion of ATCOG FY 2020 draft budget. (Handouts to be provided at meeting; to be presented by Executive Director Chris Brown)

***This concludes all NETEDD agenda items.***

**ATCOG Executive Committee Agenda Items**

**Review and Comment**

- Item 7. Review and consider consent agenda items (See page 14; to be presented by Executive Director Chris Brown):
- Approve the minutes as submitted for the Ark-Tex Council of Governments Executive Committee meeting held Thursday, May 30, 2019, in Mt. Pleasant, Texas. (page 15)
  - Approve the minutes as resubmitted for the ATCOG Executive Committee meeting held Thursday, April 25, 2019, in Mt. Pleasant, Texas. (page 18)
  - Acceptance of the minutes for the Solid Waste Advisory Committee meeting held August 13, 2019, in Mt. Pleasant, TX. (page 22)
  - Ratify the Interlocal Agreement between ATCOG and the Public Safety Office of the Office of the Governor (OOG), which oversees the Criminal Justice and Homeland Security Divisions of the OOG. (Addendum page 1)
  - Ratify Texas Commission Environmental Quality Cooperative Reimbursement Contract with ATCOG. (Addendum page. 33)
- Item 8. Executive Director Report (For information only; see page 24; to be presented by Executive Director Chris Brown)
- Indirect Finance Reports (page 25)
  - Confirmation of Filing of Form 990 (page 31)
  - Criminal History Disposition Report (page 33)

- Item 9. Review and comment on the proposed major amendment to a Texas Pollutant Discharge Elimination System Permit for Campbell Soup Company, L.L.C to authorize the addition of a water quality monitoring

station in Smith Creek upstream of the discharge into Smith Creek, Lamar County, TX. (See page 34; to be presented by staff member Paul Prange)

- Item 10. Review and comment on renewal for NETEX Composting, Inc. to authorize the continued operation of The Stouts Creek Composting Facility in Pickton, Hopkins County, Texas (See page 36; to be presented by staff member Paul Prange)
- Item 11. Review and comment on a CLASS 3 MODIFICATION by U.S. Steel Tubular Products, Inc., 6866 U.S. Highway 59 South, Lone Star, Morris County, TX., to authorize the reduction in groundwater monitoring frequency. (See page 38; to be presented by staff member Paul Prange)
- Item 12. Review and comment on amendment of Texas Pollutant Discharge Elimination System (TPDES) permit for Paris Generation, L.P. to authorize continued operation of the Paris Energy Center in Paris, Lamar County, Texas. (See page 40; to be presented by staff member Paul Prange)
- Item 13. Review and comment on significant revision of federal operating permit for West Fraser, Inc., to authorize the operation of a sawmill and planing mill facility located at 1345 US Highway 82 East in New Boston, Bowie County, Texas. (See page 42; to be presented by staff member Paul Prange)
- Item 14. Review and comment on an application by the Central Arkansas Development Council to the Department of Health and Human Services for a Community Services Block Grant in the amount of \$2,684,924.00 for support programs that work towards family self-reliance, alleviates poverty and promotes community participation to very low income residents in Arkansas. (See page 44; to be presented by staff member Toni Lindsey)

#### **Regular Business**

- Item 15. Review and consider approval of an agreement with Eagleview, dba Pictometry, to provide region-wide aerial imagery services. (See page 48; to be presented by staff member Rea Washington)
- Item 16. Review and consider approval of a one-year extension to the ATCOG agreement with Guaranty Bank & Trust to provide banking services beginning October 1, 2019, and extending through September 30, 2020. (See page 65; to be presented by staff member Mary Beth Rudel)

#### **Other Business**

- Item 17. Review and consider authorizing the ATCOG Executive Director to execute IRS Form 2848 Power of Attorney, which will allow TML to communicate directly with the IRS regarding a TML administrative error when filing 1095-C forms. (See page 66; to be presented by staff member Leslie McBride)
- Item 18. Discussion of FY 2020 draft budget. (Handouts to be provided at meeting; to be presented by Executive Director Chris Brown)

#### **Executive Closed Session**

- Item 19. The Executive Committee will recess the Open Session and go into Executive Closed Session to discuss personnel matters as allowed in the Texas Open Meetings Act, Section 551.074, Personnel Matters; annual evaluation of the Executive Director.

#### **Open Session/Regular Business**

- Item 20. The Executive Committee will reconvene in Open Session and take action on Item 19 above, as necessary.

#### **Announcements**

The National Association of Development Organizations Annual Training Conference (NADO ATC) will be Saturday, October 19 – Tuesday, October 22, 2019 in Reno, Nevada. (See page 79)

Round 2 of public meetings for the TxDOT TTP-2050 will occur Tuesday, October 8<sup>th</sup> in Tyler and Wednesday, October 9<sup>th</sup> in Arlington. (See page 82)

A Workforce CEOs meeting will be held immediately following this meeting. Judges please reconvene at the front of the room, and all others please move towards the back.

The next Board of Directors Meeting will be held Thursday, September 26, 2019, at 10:00 a.m., at Two Senioritas, 2601 West Ferguson Road, Mt. Pleasant, Texas. Lunch will be provided.

*Pursuant to the Texas Open Meeting Act, Government Code Chapter 551 one or more of the above items may be considered in executive session closed to the public, including but not limited to Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations); 551.074 (Personnel Matters, must be stated specifically with regard to position) 551.076 (Deliberations about security devices) and 551.087 (Economic Development). Any decision held on such matter will be taken or conducted in open session following the conclusion of the executive session.*

*Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Administration at 903-832-8636 two (2) work days prior to the meeting so that appropriate arrangements can be made.*

*All agendas are sent electronically and available at [www.atcog.org](http://www.atcog.org). Should any Board Member need a copy printed and available at the meeting, please call 903.255.3555 or email [sflowers@atcog.org](mailto:sflowers@atcog.org).*

**MINUTES**  
**NORTH EAST TEXAS RURAL PLANNING ORGANIZATION,**  
**NORTHEAST TEXAS ECONOMIC DEVELOPMENT DISTRICT AND**  
**ARK-TEX COUNCIL OF GOVERNMENTS EXECUTIVE COMMITTEE MEETING**  
**APRIL 25, 2019**

The North East Texas Rural Planning Organization (NETRPO), North East Texas Economic Development District (NETEDD) and Executive Committee of the Ark-Tex Council of Governments (ATCOG) meet at 10:00 a.m., Thursday, April 25, 2019, at the Titus County Extension Office, 1708 Industrial Road, Mt. Pleasant, Texas.

- Item 1. L.D. Williamson, Judge, Red River County, called the meeting to order.
- Item 2. Brady Fisher, Northeast Texas Resource Conservation & Development, gave the invocation.
- Item 3. At this time, each attendee introduced themselves.

**Rural Planning Organization (RPO) Agenda Items**

- Item 4. Chris Brown, Executive Director, presented for reaffirmation the Memorandum of Understanding (MOU) among ATCOG, ETCOG, and DETCOG.  
  
Motion to approve was made by Robert Newsom, Judge, Hopkins County and seconded by Ann Rushing, Mayor, the City of Clarksville. It was approved.
- Item 5. Chris Brown, Executive Director, presented for consideration amendment of the bylaws to the Northeast East Texas Rural Planning Organization (NETPRO).  
  
Motion to approve was made by Bob Throne, Mayor Pro Tem, City of Daingerfield and seconded by Scott Lee, Judge, Franklin County. It was approved.
- Item 6. Chris Brown, Executive Director, presented for review and discussion the TxDOT Texas Transportation Plan (TTP) 2050 Process. This item was for information only, so no action was taken.

*This concludes all RPO agenda items.*

**North East Texas Economic Development District (NETEDD) Committee Agenda Items**

- Item 7. The next order of business was to approve the minutes as submitted of the North East Texas Economic Development District (NETEDD) Committee Meeting held Thursday, October 26, 2017, in Mt. Pleasant, Texas.  
  
Motion to approve was made by Judge Newsom and seconded by Billy Trenado, Councilman, City of Paris. It was approved.
- Item 8. Chris Brown, Executive Director, presented for review and discussion the Comprehensive Economic Development Strategy (CEDS). This item was for information only, so no action was taken.

*This concludes all NETEDD agenda items.*

### **Executive Committee Agenda Items**

- Item 9. The next order of business was to approve the minutes as submitted of the Executive Committee Meeting held Thursday, January 31, 2019, in Mt. Pleasant, Texas.

Motion to approve was made by Ann Rushing, Mayor, City of Clarksville, and seconded by Scott Lee, Judge, Titus County. The minutes were approved.

### **Review and Comment**

- Item 10. Paul Prange, Environmental Resources Coordinator, presented for consideration an Environmental Assessment to the Texas Commission on Environmental Quality (TCEQ) for proposed Air Quality Permit Renewal by the TXI Operations, LP., to authorize the continued operation of an existing concrete batch plant and construction of a second permanent concrete batch plant in New Boston, Bowie County, Texas.
- Motion to approve was made by James Carlow, Judge, Bowie County, and seconded by Brian Lee, Judge, Titus County. It was approved.

### **Regular Business**

- Item 11. Amber Thurston, Executive Assistant, presented for consideration approval of the appointment of one new member to the Area Agency on Aging Regional Advisory Council.
- Motion to approve was made by Judge Scott Lee and seconded by Judge Brian Lee. It was approved.
- Item 12. Mary Beth Rudel, Deputy Director, presented for consideration approval of the ATCOG Information Security Policy & the Information Technology Acceptable Use Policy.
- Motion to approve was made by Becky Wilbanks, Judge, Cass County, and seconded by Mayor Rushing. It was approved.
- Item 13. Patricia Haley, Criminal Justice Coordinator, presented for consideration authorizing the Executive Director, as the ATCOG Authorized Official, to submit an application to the Office of the Governor, Criminal Justice Division, for a grant to provide Regional Law Enforcement Training in the Ark-Tex Region for FY2020 and FY2021.
- Motion to approve was made by Judge Scott Lee and seconded by Judge Brian Lee. It was approved.
- Item 14. Ms. Haley presented for consideration review and approval of applications and priorities/recommendations established by the Regional Criminal Justice Advisory Committee (RCJAC) concerning projects being submitted to the Office of the Governor, Criminal Justice Division, for funding consideration.
- Motion to approve was made by Judge Brian Lee and seconded by Robert Newsom, Judge, Hopkins County. It was approved.
- Item 15. Chris Brown, Executive Director, presented for consideration approval to establish a new depository account with Guaranty Bank & Trust for Ark-Tex Urban Transit, Inc. (ATUT) use, and adding the President of the Board, Treasurer, Executive Director, and Deputy Director to the signatory cards.
- Motion to approve was made by Judge Carlow and seconded by Mayor Rushing. It was approved.
- Item 16. Mr. Brown presented for consideration amendment of the Bylaws to the Northeast Texas Rural Planning Organization (NETRPO).

Motion to approve was made by Bob Thorne, Mayor Pro Tem, City of Daingerfield, and seconded by Judge Carlow. The item was approved.

### Other Business

Item 17. Mr. Brown presented, for information only, the Executive Director Report.

- a) Indirect Finance Reports
- b) Committee Meeting Minutes
- c) CSEC Newsletter Recognition

### Announcements

Mr. Brown announced that the Red River Valley Association (RRVA) Regional Water Conference will be held on Thursday, May 23, 2019, at the Holiday Inn Texarkana Arkansas Convention Center, 5200 Convention Plaza Dr. Updates on I-69 & I-49 will also be provided during this meeting.

There were no further announcements, so the meeting was adjourned.

### EXECUTIVE COMMITTEE MEMBERS PRESENT

L.D. Williamson, Judge, Red River County  
Brian Lee, Judge, Titus County  
Scott Lee, Judge, Franklin County  
Becky Wilbanks, Judge, Cass County  
Brandon Bell, Judge, Lamar County  
Doug Reeder, Judge, Morris County  
Robert Newson, Judge, Hopkins County  
Ann Rushing, Mayor, City of Clarksville  
Emily Glass, Mayor Pro Tem, City of Sulphur Springs  
Bob Thorne, Mayor Pro Tem, City of Daingerfield  
Billy Trenado, Councilman, City of Paris  
Brady Fisher, Northeast Texas Resource Conservation & Development  
Scott Norton, TexAmericas Center  
Stan Wyatt, Northeast Texas Municipal Water District

### BOARD MEMBERS PRESENT

Frank Estes, Councilman, City of Avery

### GUESTS PRESENT

Reece DeWoody, Office of Senator John Cornyn

Randy Reed, NETX Workforce Solutions

April Corbit, NETX Workforce Solutions

Kiann Richardson, NETX Workforce Solutions

Doyce Winchester, TDEM

Taylor Nye, Sulphur Springs News Telegram

Susan Thorne, Guest

### STAFF PRESENT

Chris Brown, Executive Director

Mary Beth Rudel, Deputy Director

Melinda Tickle, Director of Finance

Amber Thurston, Executive Assistant

Mae Lewis, Housing Manager

Claude Ramsey, IT Manager

Patricia Haley, Criminal Justice Coordinator

Leslie McBride, Human Resources Manager

Rea Washington, 911 Program Manager

Patricia Haley, Criminal Justice Coordinator

Paul Prange, Environmental Resources Coordinator

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L.D. Williamson, President

Ark-Tex Council of Governments

ATTEST:

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## **BRIEFING PAPER - Information Only**

### **ITEM 5:**

Review and comment on NETEDD CEDS Community Survey

### **BACKGROUND:**

The **Comprehensive Economic Development Strategy (CEDS)** is a locally-based, regionally-driven economic development planning process and document that creates the space for your region to identify its strengths and weaknesses and brings together a diverse set of partners to create good jobs, diversify the economy, and spur economic growth. This process should engage a range of partners, including **Economic Development Districts (EDDs)**, community leaders and residents, tribes, the private sector, educational institutions, and other stakeholders in planning for your region's future.

An effective CEDS allows a region to maximize its economic development potential, as well as engage with the **U.S. Economic Development Administration (EDA)** and other federal partners to receive infrastructure and technical assistance grants, such as EDA's **Public Works and Economic Adjustment Assistance programs**. The CEDS is a pre-requisite for federal designation as an EDD and must be updated at least every five years. Overall, an effective CEDS planning process identifies locally-grown strategies that will guide regional economic development, encourage partnerships and collaboration, and improve economic outcomes and overall quality of life in your region.

### **DISCUSSION:**

The attached survey will be sent to our ATCOG Board Members and other elected officials, city/county staff, Economic Development Officials, NET Workforce Solutions, Area Colleges and Universities along with other interested partners for input into the CEDS process. We will utilize Survey Monkey to help distribute the information and collect data as efficiently as possible.

### **RECOMMENDATION:**

For review and comment only. No formal action is required at this point in the process.



CEDS Community Survey

1. Name \_\_\_\_\_
2. Office \_\_\_\_\_
3. City & County \_\_\_\_\_

4. What do you feel are three of your city and county's strengths for each of the categories below? (**Strengths are a region's relative competitive advantages (i.e. specialized workforce, higher education, etc.) and are often internal in nature**)

a. Business Climate

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

b. Workforce / Education

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

c. Infrastructure

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

d. Quality of Life

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

5. What do you feel are three of your city and county's weaknesses for each of the categories below? (**Weaknesses are a region's competitive disadvantages (i.e. change-resistant regional culture) often internal in nature**)

a. Business Climate

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

b. Workforce / Education

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

c. Infrastructure

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

d. Quality of Life

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

6. What do you feel are three opportunities your city and county could benefit from for each of the categories below? (*Opportunities are chances or occasions for regional improvements or progress (i.e. expansions in the region) often external in nature*)

**a. Business Climate**

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

**b. Workforce / Education**

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

**c. Infrastructure**

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

**d. Quality of Life**

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

7. What do you feel are three threats your city and county could suffer from for each of the categories below? (*Threats are chances or occasions for negative impacts on the region or regional decline (i.e. companies in the region moving) also often are external in nature*)

**a. Business Climate**

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

**b. Workforce / Education**

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

**c. Infrastructure**

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

**d. Quality of Life**

- i. \_\_\_\_\_
- ii. \_\_\_\_\_
- iii. \_\_\_\_\_

8. In order of (4) most to (1) least, please rank the categories listed by importance / severity to your region.
- a. **Business Climate:** Includes the opportunities available for expansion, annexation, or immigration to the area by businesses. Economies grow by means of production and the supply / demand dynamic. When industries are limited in a region lacking opportunity, the region's economy will suffer.
  - b. **Workforce / Education:** The labor force within the region, as well as the education available to them prior to entering effects the business climate. Labor force depends on proper education.
  - c. **Infrastructure:** Utilizing natural resources while maintaining roads, buildings, rails, and other valuable infrastructures are key to economic growth and development.
  - d. **Quality of Life:** Work/Life Balance is a key issue facing employees. The 16 hours outside of work have become indispensable to employer and employee alike. Ignoring these times adversely affect the business climate and workforce. The workforce will encounter burnout, and after so long the frustration / deprivation effect will occur. The resultant lack of spending and decreased labor will cause a regional economic depression.
9. **Business Climate** – On a scale of 1-5, with 1 being strongly disagree, please identify each facet's accuracy to your region.
- a. Regional traffic is important to commerce.
  - b. Land development is important to new industry.
  - c. Retention of business depends on the local employment base.
  - d. Business success depends on consumer base.
  - e. Businesses of all types regularly express interest in moving to this region.

**10. Business Climate (cont.)**

- a. Please provide at least one example each within your region of what you would consider a successful business and a failing one.

**Successful:** \_\_\_\_\_

**Failing:** \_\_\_\_\_

- b. Are there any projects or proposals relating to the county's business climate that require assistance?

**{yes} {no}**

**If Yes:** please explain: \_\_\_\_\_

\_\_\_\_\_

11. **Workforce / Education** – On a scale of 1-5, with 1 being strongly disagree, please identify each facet's accuracy to your region.

- a. High school completion / equivalence is above 95% of general population.
- b. Higher Education, while employed, is affected by Regional Culture.
- c. Employers make efforts to properly equip their employees to accomplish field work.
- d. Employees can stay local (within 20 minutes avg.) to their place of employment.
- e. New job seekers are prepared and well-trained to carry out job tasks presented by new regional industry.

**12. Workforce (cont.)**

- a. Please provide at least one example each of successful education and workforce improvement measures in your region.

**Education:** \_\_\_\_\_

**Workforce:** \_\_\_\_\_

- b. Are there any projects or proposals relating to the county's workforce / education that require assistance?

**{yes} {no}**

**If Yes:** please explain: \_\_\_\_\_

\_\_\_\_\_

**13. Infrastructure** – On a scale of 1-5, with 1 being strongly disagree, please identify each facet's accuracy to your region.

- a. Shipping is diversified between road and rail as necessary.
- b. Public recreation areas are kept presentable and inviting.
- c. Job-specific personnel are available for employment.
- d. Older unutilized commercial / industrial zones are evaluated for repurpose or renewal in a timely fashion.
- e. Housing is kept within health and living standards and is routinely inspected by state authorities to ensure compliance.

**14. Infrastructure (cont.)**

- a. Please provide at least one example of successful infrastructure improvement measures in your region.

**Improvement:** \_\_\_\_\_

**15.** Are there any projects or proposals relating to the county's infrastructure that require assistance?

**{yes} {no}**

**If Yes:** please explain: \_\_\_\_\_

\_\_\_\_\_

**16. Quality of Life** – On a scale of 1-5, with 1 being strongly disagree, please identify each facet's accuracy to your region.

- a. Travel times between residential / commercial / industrial areas are adequate.
- b. School districts are well-equipped to provide services to all residents.
- c. School districts qualify to provide outside-funded extracurricular programs.
- d. Local reputable recreation services exist and are within the region's standard of living and are affordable.
- e. Reliable internet access is available to at least ¾ of the county.

**17. Quality of Life (cont.)**

- a. Please provide at least one example each of successful quality of life improvement measures in your region.

**Improvement:** \_\_\_\_\_

- b. Are there any projects or proposals relating to the county's quality of life that require assistance?

**{yes} {no}**

**If Yes:** please explain: \_\_\_\_\_

\_\_\_\_\_

Freeform section *(optional)*

- 18.** Describe the most outstanding projects for your county. Examples include roadway construction / improvements, rezoning, expansion of school districts, etc. If any of these are holdovers reported in a previous CEDS, please identify which and the year the CEDS reported. Please include requests for assistance as necessary.

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- 19.** Strengths – Identify what you feel are your county’s strengths. This includes natural resources, labor force, development projects, etc.

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- 20.** Weaknesses – Identify what you feel are your county’s needs or necessary improvements.

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- 21.** Opportunities – Identify potential benefits open to your county from outside entities.

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- 22.** Threats – Identify confirmed projects or proposals from outside entities that will result in hardship for your county.

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## BRIEFING PAPER - ACTION ITEM

### **ITEM 7:**

Consent Agenda Items

**BACKGROUND:** Items may be taken as one motion, or any individual item may be removed and considered separately for further discussion at the request of any voting member.

### **DISCUSSION:**

- **Minutes from EC held Thursday May 30, 2019.**
- **Minutes resubmitted from the EC meeting held April 25, 2019** – Minutes were adopted May 30, 2019, however the item numbers in the minutes did not align with the actual item numbers from the agenda due to the joint meeting. They are being resubmitted with the proper item number alignment.
- **Advisory Committee Meeting Minutes**
  - **Solid Waste Advisory Committee**
- ***Interlocal Agreement between ATCOG and the Public Safety Office of the Office of the Governor (formally Criminal Justice and Homeland Security Divisions of the OOG.*** – This is a renewal of our agreement with our Criminal Justice and Homeland Security Programs. The OOG has combined their departments and contracts to increase efficiency within their office. There are no anticipated changes on the implementation side of the programs.
- ***Texas Commission on Environmental Quality (TCEQ) Cooperative Reimbursement Contract*** – This is a renewal of our agreement for our Environmental Program.

### **RECOMMENDATION:**

Staff recommends approval.

**MINUTES  
ARK-TEX COUNCIL OF GOVERNMENTS  
EXECUTIVE COMMITTEE MEETING  
MAY 30, 2019**

The Executive Committee of the Board of Directors of the Ark-Tex Council of Governments (ATCOG) met at 10:00 a.m., Thursday, May 30, 2019, at the Titus County Extension Office, 1708 Industrial Road, in Mt. Pleasant, Texas.

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

Item 2. Robert Newsom, Judge, Hopkins County, gave the invocation.

Item 3. At this time, each attendee introduced themselves.

Item 4. The next order of business was to approve the minutes as submitted of the Executive Committee Meeting held Thursday, April 25, 2019, in Mt. Pleasant, Texas.

Motion to approve was made by Brian Lee, Judge, Titus County, and seconded by Scott Lee, Judge, Franklin County. The minutes were approved.

**Review and Comment**

*Items 5, 6, & 7 were presented simultaneously.*

Item 5. Paul Prange, Environmental Resources Coordinator, presented for consideration an Environmental Assessment to the Texas Commission on Environmental Quality (TCEQ) for proposed Air Quality Permit Renewal by TCI Texarkana, Inc., authorizing the continued operation of a secondary aluminum processing facility located at 300 Alumax Drive, Texarkana, Bowie County, Texas.

Item 6. Mr. Prange also presented for consideration an Environmental Assessment to TCEQ for proposed Water Quality Permit Renewal by the City of Sulphur Springs, authorizing the discharge of treated wastewater from the facility located at 360 Thomas Road in Hopkins County, Texas, ultimately to Sulphur/South Sulphur River.

Item 7. Mr. Prange also presented for consideration an Environmental Assessment to TCEQ for proposed Water Quality Permit Renewal by the Texas Parks & Wildlife Department – Hopkins County, authorizing the continued operation of the domestic wastewater treatment facility located at 1690 FM 3505, Sulphur Springs, Texas.

Motion to approve all above-mentioned items was made by Judge Scott Lee and seconded by Judge Newsom. All were approved.

**Regular Business**

Item 8. Bobby Williams, Transportation Operations Coordinator, presented for consideration approval of a contract with Shah Software to provide transit scheduling software for TRAX Rural Transportation service.

Motion to approve was made by Ann Rushing, Mayor, City of Clarksville, and seconded by Judge Brian Lee. It was approved.

Item 9. Mr. Williams presented for consideration approval of a funding request application to United Way of Lamar County by ATCOG in the amount of \$25,000 for the Paris metro bus system.

Motion to approve was made by Judge Scott Lee and seconded by Teresia Wims, Mayor, City of Mt. Vernon. It was approved.

- Item 10. Mr. Williams presented for consideration approval of amendment of the ATCOG Drug & Alcohol Testing Policy & Procedures Manual with revisions, as mandated by the Federal Transit Administration (FTA) and the Texas Department of Transportation (TxDOT).

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

- Item 11. Patricia Haley, Criminal Justice Coordinator, presented for consideration approval of appointment of two Regional Criminal Justice Advisory Committee (RCJAC) members to serve through December 31, 2019.

Motion to approve was made by Judge Newsom and seconded by Judge Brian Lee. It was approved.

### **Other Business**

- Item 12. Chris Brown, Executive Director, presented for discussion only, plans for the September Annual Meeting. This meeting will be held on Thursday, September 26, 2019 and will include a catered lunch and potentially, a keynote speaker. He asked for thoughts from the Board. It was mentioned to invite State Representatives and other elected officials who may not normally attend. Once plans are solidified, notification will be sent.

- Item 13. Mr. Brown presented, for information only, the Executive Directors report.

- Toni Lindsey, Regional Development Coordinator, announced Texas Department of Agriculture (TDA) will be moving to a new accounting system; any grant payment requests submitted after July 12, 2019, will be processed and paid around September 10, 2019.
- Ms. Lindsey also announced there would be grant funds available for replacement volunteer fire department vehicles. She asked for any counties or cities interested to please contact her for assistance in applying. Doyce Winchester, Texas Department of Emergency Management, stated the 2604 grant would provide up to 90% funding for brush or dump trucks for rural volunteer fire departments.
- Mr. Brown reviewed the monthly program statistics. He highlighted there is \$1.3 million available in Revolving Loan Funds for a qualifying small business.
- Mr. Brown provided a brief overview of the Red River Leadership Institute, which is designed to cultivate leadership skills and create economic development opportunities in the 4-States area. Handouts detailing the Institute and sponsorship opportunities were provided during the meeting.

### **Announcements**

At this time, Judge Williamson presented Emily Glass, Mayor Pro Tem, City of Sulphur Springs, with a plaque of appreciation for her tenure on the ATCOG Board.

Judge Williamson announced the next Board of Directors meeting would be held on Thursday, June 27, 2019, at 10:00 a.m., at the Franklin County Law Enforcement Center in Mt. Vernon, Texas, hosted by Judge Scott Lee. Lunch will be provided after the meeting for those who wish to attend.

There were no further announcements, so the meeting was adjourned.



EXECUTIVE COMMITTEE MEMBERS PRESENT

L.D. Williamson, Judge, Red River County  
Brian Lee, Judge, Titus County  
Scott Lee, Judge, Franklin County  
Becky Wilbanks, Judge, Cass County  
Doug Reeder, Judge, Morris County  
Robert Newson, Judge, Hopkins County  
Ann Rushing, Mayor, City of Clarksville  
Emily Glass, Mayor Pro Tem, City of Sulphur Springs  
Bob Thorne, Mayor Pro Tem, City of Daingerfield  
Scott Norton, TexAmericas Center

BOARD MEMBERS PRESENT

Timothy Walsworth, Councilman, City of Roxton

GUESTS PRESENT

Robbin Bass, Office of Congressman John Ratcliffe  
Doyce Winchester, TDEM  
Taylor Nye, Sulphur Springs News Telegram  
Susan Thorne, Guest

STAFF PRESENT

Chris Brown, Executive Director  
Mary Beth Rudel, Deputy Director  
Melinda Tickle, Director of Finance  
Amber Thurston, Executive Assistant  
Leslie McBride, Human Resources Manager  
Patricia Haley, Criminal Justice Coordinator  
Paul Prange, Environmental Resources Coordinator  
Bobby Williams, Transportation Operations Coordinator  
Toni Lindsey, Regional Development Coordinator  
Melody Harmon, Regional Development Coordinator

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

ATTEST:

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**MINUTES**  
**NORTH EAST TEXAS RURAL PLANNING ORGANIZATION,**  
**NORTHEAST TEXAS ECONOMIC DEVELOPMENT DISTRICT AND**  
**ARK-TEX COUNCIL OF GOVERNMENTS EXECUTIVE COMMITTEE**  
**MEETING APRIL 25, 2019**

The North East Texas Rural Planning Organization (NETRPO), North East Texas Economic Development District (NETEDD) and Executive Committee of the Ark-Tex Council of Governments (ATCOG) meet at 10:00 Thursday, April 25, 2019, at the Titus County Extension Office, 1708 Industrial Road, Mt. Pleasant, Texas.

- Item 1. L.D. Williamson, Judge, Red River County, called the meeting to order.
- Item 2. Brady Fisher, Northeast Texas Resource Conservation & Development, gave the invocation.
- Item 3. At this time, each attendee introduced themselves.

**Rural Planning Organization (RPO) Agenda Items**

- Item 4. Chris Brown, Executive Director, presented for reaffirmation the Memorandum of Understanding (MOU) among ATCOG, ETCOG, and DETCOG.  
  
Motion to approve was made by Robert Newsom, Judge, Hopkins County and seconded by Ann Rushing, Mayor, the City of Clarksville. It was approved.
- Item 5. Chris Brown, Executive Director, presented for consideration amendment of the bylaws to the Northeast East Texas Rural Planning Organization (NETPRO).  
  
Motion to approve was made by Bob Throne, Mayor Pro Tem, City of Daingerfield and seconded by Scott Lee, Judge, Franklin County. It was approved.
- Item 6. Chris Brown, Executive Director, presented for review and discussion the TxDOT Texas Transportation Plan (TTP) 2050 Process. This item was for information only, so no action was taken.

***This concludes all RPO agenda items.***

**North East Texas Economic Development District (NETEDD) Committee Agenda Items**

- Item 7. The next order of business was to approve the minutes as submitted of the North East Texas Economic Development District (NETEDD) Committee Meeting held Thursday, October 26, 2017, in Mt. Pleasant, Texas.  
  
Motion to approve was made by Judge Newsom and seconded by Billy Trenado, Councilman, City of Paris. It was approved.
- Item 8. Chris Brown, Executive Director, presented for review and discussion the Comprehensive Economic Development Strategy (CEDS). This item was for information only, so no action was taken.

***This concludes all NETEDD agenda items.***

### **Executive Committee Agenda Items**

- Item 9. The next order of business was to approve the minutes as submitted of the Executive Committee Meeting held Thursday, January 31, 2019, in Mt. Pleasant, Texas.

Motion to approve was made by Ann Rushing, Mayor, City of Clarksville, and seconded by Scott Lee, Judge, Titus County. The minutes were approved.

### **Review and Comment**

- Item 10. Paul Prange, Environmental Resources Coordinator, presented for consideration an Environmental Assessment to the Texas Commission on Environmental Quality (TCEQ) for proposed Air Quality Permit Renewal by the TXI Operations, LP., to authorize the continued operation of an existing concrete batch plant and construction of a second permanent concrete batch plant in New Boston, Bowie County, Texas.

Motion to approve was made by James Carlow, Judge, Bowie County, and seconded by Brian Lee, Judge, Titus County. It was approved.

### **Regular Business**

- Item 11. Amber Thurston, Executive Assistant, presented for consideration approval of the appointment of one new member to the Area Agency on Aging Regional Advisory Council.

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

- Item 12. Mary Beth Rudel, Deputy Director, presented for consideration approval of the ATCOG Information Security Policy & the Information Technology Acceptable Use Policy.

Motion to approve was made by Becky Wilbanks, Judge, Cass County, and seconded by Mayor Rushing. It was approved.

- Item 13. Patricia Haley, Criminal Justice Coordinator, presented for consideration authorizing the Executive Director, as the ATCOG Authorized Official, to submit an application to the Office of the Governor, Criminal Justice Division, for a grant to provide Regional Law Enforcement Training in the Ark-Tex Region for FY2020 and FY2021.

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

- Item 14. Ms. Haley presented for consideration review and approval of applications and priorities/recommendations established by the Regional Criminal Justice Advisory Committee (RCJAC) concerning projects being submitted to the Office of the Governor, Criminal Justice Division, for funding consideration.

Motion to approve was made by Judge Brian Lee and seconded by Robert Newsom, Judge, Hopkins County. It was approved.

- Item 15. Chris Brown, Executive Director, presented for consideration approval to establish a new depository account with Guaranty Bank & Trust for Ark-Tex Urban Transit, Inc. (ATUT) use, and adding the President of the Board, Treasurer, Executive Director, and Deputy Director to the signatory cards.

Motion to approve was made by Judge Carlow and seconded by Mayor Rushing. It was approved.

- Item 16. Mr. Brown presented for consideration amendment of the Bylaws to the Northeast Texas Rural Planning Organization (NETRPO).

Motion to approve was made by Bob Thorne, Mayor Pro Tem, City of Daingerfield, and seconded by Judge Carlow. The item was approved.

### **Other Business**

Item 17. Mr. Brown presented, for information only, the Executive Director Report.

- a) Indirect Finance Reports
- b) Committee Meeting Minutes
- c) CSEC Newsletter Recognition

### **Announcements**

Mr. Brown announced that the Red River Valley Association (RRVA) Regional Water Conference will be held on Thursday, May 23, 2019, at the Holiday Inn Texarkana Arkansas Convention Center, 5200 Convention Plaza Dr. Updates on I-69 & I-49 will also be provided during this meeting.

There were no further announcements, so the meeting was adjourned.

### **EXECUTIVE COMMITTEE MEMBERS PRESENT**

L.D. Williamson, Judge, Red River County  
Brian Lee, Judge, Titus County  
Scott Lee, Judge, Franklin County  
Becky Wilbanks, Judge, Cass County  
Brandon Bell, Judge, Lamar County  
Doug Reeder, Judge, Morris County  
Robert Newson, Judge, Hopkins County  
Ann Rushing, Mayor, City of Clarksville  
Emily Glass, Mayor Pro Tem, City of Sulphur Springs  
Bob Thorne, Mayor Pro Tem, City of Daingerfield  
Billy Trenado, Councilman, City of Paris  
Brady Fisher, Northeast Texas Resource Conservation & Development  
Scott Norton, TexAmericas Center  
Stan Wyatt, Northeast Texas Municipal Water District

### **BOARD MEMBERS PRESENT**

Frank Estes, Councilman, City of Avery

### GUESTS PRESENT

Reece DeWoody, Office of Senator John Cornyn

Randy Reed, NETX Workforce Solutions

April Corbit, NETX Workforce Solutions

Kiann Richardson, NETX Workforce Solutions

Doyce Winchester, TDEM

Taylor Nye, Sulphur Springs News Telegram

Susan Thorne, Guest

### STAFF PRESENT

Chris Brown, Executive Director

Mary Beth Rudel, Deputy Director

Melinda Tickle, Director of Finance

Amber Thurston, Executive Assistant

Mae Lewis, Housing Manager

Claude Ramsey, IT Manager

Patricia Haley, Criminal Justice Coordinator

Leslie McBride, Human Resources Manager

Rea Washington, 911 Program Manager

Patricia Haley, Criminal Justice Coordinator

Paul Prange, Environmental Resources Coordinator

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L.D. Williamson, President

Ark-Tex Council of Governments

ATTEST:

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**MINUTES**  
**ATCOG Solid Waste Advisory Committee Meeting**  
**August 13, 2019**  
**10:00 a.m.**  
**Mount Pleasant Public Library**  
**Mount Pleasant, Texas**

1. The Solid Waste Advisory Committee (SWAC) met on August 13, 2019 at 10:00 a.m. at the Mount Pleasant Public Library located at 601 N. Madison in Mount Pleasant, Texas. ATCOG SWAC Chairman, Mario Villarino, called the meeting to order.
2. Mario Villarino called for self-introductions and asked for approval of the minutes of the Regional Solid Waste Advisory Committee meeting held April 18, 2019. A motion to approve the minutes was submitted by Dan Boyles and seconded by Wendell Davis. The motion carried.
3. Mario Villarino then opened the meeting up for an update on the litter and illegal dumping / community cleanup events for FY19. Paul Prange stated that at the previous SWAC meeting, the SWAC voted to provide each of our nine counties with \$4,500.00 for cleanups. Paul Prange then provided the SWAC with information relating to the current status of the litter and illegal dumping / community cleanup events. He stated that all of the counties have conducted their cleanup events and the final invoices are being paid to reimburse the counties for their expenditures. Paul Prange then stated that all funds will be expended prior to the September 1<sup>st</sup> due date.
4. SWAC Chairman, Mario Villarino, then asked Paul Prange to open up discussion regarding the FY 20/21 Solid Waste Pass-Through Grant Program. Paul Prange stated that the proposed funding amounts for ATCOG from TCEQ would be \$230,000.00 for the next biennium, which is the current amount of our funding. Mario Villarino asked if the illegal dumping surveillance camera loan program has been successful and Jon Dalzell asked for data to be presented by the borrowers for review. Paul Prange stated that Hopkins County has not been submitting the required quarterly reports, so there is no data to provide to the SWAC for review. However, Bowie County has been submitting reports and several citations have been issued and dumpsites cleaned up. Paul Prange stated that he would provide this information to Jon Dalzell as soon as possible. Dan Boyles stated that he would like to conduct an outreach campaign to bring awareness to illegal dumping by advertising with brochures, t-shirts, etc... Wyvonne McDaniel stated that she believes that education should begin at the elementary grade level by teaching children to be responsible for their environment. Amy Hinton, who works for the City of Mount Pleasant, TX stated that utilizing social media to reach the public would be the most effective method for distributing our message. Dan Boyles agreed, and stated that we should consider utilizing an IT professional to link our social media posts to city and county websites. Mario Villarino then stated that he knows someone who is a graphic designer, and this person, Matt Dunn, should be invited to our next meeting to explore the potential possibilities of incorporating social media as an educational platform to inform the public. Mario Villarino then tabled this discussion to be revisited at the next meeting.

5. Mario Villarino opened up the floor for discussion and nomination of a new Vice Chairman. Amy Hinton, with the City of Mount Pleasant, indicated that she would like to volunteer her services for this office, as she oversees the operation of the public library and the civic center as part of her responsibilities. There was no opposition to this request so her appointment to this position will take place at the next SWAC meeting.
6. Mario Villarino then opened up the floor for other business, to include updating the Regional Solid Waste Management Plan. Paul Prange stated that a couple of options are being considered, including assistance from key SWAC members who have some experience developing such plans and utilizing the service of interns from Texas A & M University in Texarkana. Mario Villarino then stated that we should consider forming a task force of committee members at the next meeting to better evaluate this proposed strategy.
7. Mario Villarino then made a motion to adjourn the meeting. The motion was seconded by Wyvonne McDaniel. The motion carried.

#### **COMMITTEE MEMBERS PRESENT**

Wendell Davis  
Mario Villarino  
Dan Boyles  
Wyvonne McDaniel  
Jon Dalzell

#### **REPRESENTING**

Red River Co. WSC  
Hopkins County  
MTG Engineers  
Hopkins County  
Hopkins County

#### **ATCOG STAFF PRESENT**

Paul Prange, Environmental Resources Coordinator

ATCOG

#### **GUESTS**

Amy Hinton

City of Mount Pleasant, TX

## **BRIEFING PAPER – For information only**

### **ITEM 8:**

Executive Director Report

### **BACKGROUND:**

Update on miscellaneous items that do not need official action taken.

### **DISCUSSION:**

***Indirect Finance Report:*** Finances are on track for FY2019.

***990 Filings:*** 990 Reports have been filed for ATCOG, NETEDD, ATRDC and ATCOG Holding.

### **RECOMMENDATION:**

Information Only



Run date: 07/02/2019  
 Bus date: 06/30/2019

Ark Tex Council of Governments  
 DIRECTORS REPORT

EXECUTIVE  
 0010 19 000

Fiscal year thru period ending 06/30/2019

Description	Month to date	Year to date	Ytd encumb	Annual budget	Annual var	% used
0010 00 19 000 50110 00 SALARIES	15,285.81	146,279.08	-	127,521.00	(18,758.08)	115%
0010 00 19 000 50210 00 BENEFITS	5,747.47	55,000.90	-	63,184.00	8,183.10	87%
0010 00 19 000 50310 00 STAFF TRAVEL	1,725.17	9,072.14	-	12,000.00	2,927.86	76%
0010 00 19 000 50312 00 REGISTRATION	-	825.88	-	-	(825.88) -	
0010 00 19 000 50410 00 RENT/SPACE	1,156.96	10,119.17	-	8,500.00	(1,619.17)	119%
0010 00 19 000 50420 00 TELEPHONE	486.85	4,005.48	-	4,000.00	(5.48)	100%
0010 00 19 000 50430 00 POSTAGE	0.63	236.73	-	650.00	413.27	36%
0010 00 19 000 50440 00 COPIER	63.51	506.19	-	200.00	(306.19)	253%
0010 00 19 000 50510 00 OTHER INDIRECT	144.98	8,067.45	895.50	3,250.00	(5,712.95)	276%
0010 00 19 000 50511 00 OFFICE SUPPLIES	130.21	4,626.13	13.34	6,500.00	1,860.53	71%
0010 00 19 000 50512 01 PRINT/REPRODUCTION	-	96.45	-	-	(96.45) -	
0010 00 19 000 50514 00 PERIODICALS & PUBLICATIONS	45.00	279.00	-	-	(279.00) -	
0010 00 19 000 50515 00 MEMBERSHIP DUES	-	125.00	-	6,000.00	5,875.00	2%
0010 00 19 000 50515 01 MEMBERSHIP DUES	200.00	3,947.00	-	6,000.00	2,053.00	66%
0010 00 19 000 50525 00 INTEREST	269.42	2,381.48	-	3,050.00	668.52	78%
0010 00 19 000 50612 00 COMPUTER SOFTWARE	3,915.24	3,989.24	-	-	(3,989.24) -	
Total EXPENSE	29,171.25	249,557.32	908.84	240,855.00	(9,611.16)	104%

Run date: 07/02/2019  
 Bus date: 06/30/2019

Ark Tex Council of Governments  
 DIRECTORS REPORT

ADMINISTRATIVE  
 0020 19 000

Fiscal year thru period ending 06/30/2019

Description	Month to date	Year to date	Ytd encumb	Annual budget	Annual var	% used
0020 00 19 000 50110 00 SALARIES	9,005.25	83,492.84	-	183,176.00	99,683.16	46%
0020 00 19 000 50210 00 BENEFITS	3,385.97	31,393.30	-	90,760.00	59,366.70	35%
0020 00 19 000 50310 00 STAFF TRAVEL	220.56	4,470.26	-	4,000.00	(470.26)	112%
0020 00 19 000 50312 00 REGISTRATION	-	453.89	-	-	(453.89)	-
0020 00 19 000 50319 00 TRAINING	-	786.00	-	-	(786.00)	-
0020 00 19 000 50410 00 RENT/SPACE	681.59	5,275.28	-	11,050.00	5,774.72	48%
0020 00 19 000 50420 00 TELEPHONE	257.68	2,211.61	-	4,400.00	2,188.39	50%
0020 00 19 000 50430 00 POSTAGE	15.14	205.82	-	1,000.00	794.18	21%
0020 00 19 000 50440 00 COPIER	79.87	454.69	-	550.00	95.31	83%
0020 00 19 000 50510 00 OTHER INDIRECT	-	2,507.65	-	3,450.00	942.35	73%
0020 00 19 000 50511 00 OFFICE SUPPLIES	-	296.13	551.56	1,000.00	152.31	85%
0020 00 19 000 50514 00 PERIODICALS & PUBLICATIONS	-	2,147.96	-	-	(2,147.96)	-
0020 00 19 000 50522 00 INSURANCE/BONDING	-	9,283.38	-	8,000.00	(1,283.38)	116%
0020 00 19 000 50523 00 COMPUTER SOFTWARE	-	638.93	-	-	(638.93)	-
0020 00 19 000 50524 00 BANKING SERVICES	-	2,495.13	-	-	(2,495.13)	-
0020 00 19 000 50525 00 INTEREST	158.71	1,414.54	-	4,000.00	2,585.46	35%
0020 00 19 000 50530 00 CONTRACT LABOR	719.51	3,543.45	-	-	(3,543.45)	-
0020 00 19 000 50612 00 COMPUTER SOFTWARE	-	228.70	-	-	(228.70)	-
Total EXPENSE	14,524.28	151,299.56	551.56	311,386.00	159,534.88	49%
<b>Exe + Admin</b>	<b>43,695.53</b>	<b>400,856.88</b>	<b>1,460.40</b>	<b>552,241.00</b>	<b>149,923.72</b>	<b>73%</b>

Run date: 07/02/2019  
Bus date: 06/30/2019

Ark Tex Council of Governments  
DIRECTORS REPORT

BOARD  
0030 19 000

Fiscal year thru period ending 06/30/2019

Description	Month to date	Year to date	Ytd encumb	Annual budget	Annual var	% used
0030 00 19 000 50310 00 BOARD TRAVEL	488.22	1,405.62	-	-	(1,405.62) -	
0030 00 19 000 50311 00 NON-STAFF/BOARD	-	-	-	20,000.00	20,000.00	0%
0030 00 19 000 50312 00 BOARD REGISTRATION	-	125.00	-	3,500.00	3,375.00	4%
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Total EXPENSE	488.22	1,530.62	-	23,500.00	21,969.38	7%
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Run date: 07/02/2019  
 Bus date: 06/30/2019

Ark Tex Council of Governments  
 DIRECTORS REPORT

FINANCE  
 0040 19 000

Fiscal year thru period ending 06/30/2019

Description	Month to date	Year to date	Ytd encumb	Annual budget	Annual var	% used
0040 00 19 000 50110 00 SALARIES	5,178.32	73,633.35	-	117,290.00	43,656.65	63%
0040 00 19 000 50210 00 BENEFITS	1,947.05	27,686.20	-	58,115.00	30,428.80	48%
0040 00 19 000 50310 00 STAFF TRAVEL	-	1,080.97	-	5,000.00	3,919.03	22%
0040 00 19 000 50312 00 REGISTRATION	-	263.89	-	-	(263.89) -	
0040 00 19 000 50319 00 TRAINING	149.00	4,733.28	-	-	(4,733.28) -	
0040 00 19 000 50410 00 RENT/SPACE	391.94	4,442.22	-	6,000.00	1,557.78	74%
0040 00 19 000 50420 00 TELEPHONE	148.17	1,934.48	-	2,500.00	565.52	77%
0040 00 19 000 50430 00 POSTAGE	219.44	2,161.37	-	2,750.00	588.63	79%
0040 00 19 000 50440 00 COPIER	11.16	427.06	-	300.00	(127.06)	142%
0040 00 19 000 50510 00 OTHER INDIRECT	-	-	-	10,975.00	10,975.00	0%
0040 00 19 000 50511 00 OFFICE SUPPLIES	-	2,528.17	463.96	2,200.00	(792.13)	136%
0040 00 19 000 50515 00 MEMBERSHIP DUES	-	150.00	-	-	(150.00) -	
0040 00 19 000 50520 00 AUDIT & ACCOUNTING	-	34,125.00	-	38,000.00	3,875.00	90%
0040 00 19 000 50525 00 INTEREST	91.26	1,190.40	-	2,200.00	1,009.60	54%
0040 00 19 000 50612 00 COMPUTER SOFTWARE	-	324.00	-	-	(324.00) -	
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Total EXPENSE	8,136.34	154,680.39	463.96	245,330.00	90,185.65	63%
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Run date: 07/02/2019  
Bus date: 06/30/2019

Ark Tex Council of Governments  
DIRECTORS REPORT

REGIONAL DEVELOPMENT  
0050 19 000

Fiscal year thru period ending 06/30/2019

Description	Month to date	Year to date	Ytd encumb	Annual budget	Annual var	% used
0050 00 19 000 50110 00 SALARIES	-	9,059.82	-	45,017.00	35,957.18	20%
0050 00 19 000 50210 00 BENEFITS	-	3,406.56	-	22,305.00	18,898.44	15%
0050 00 19 000 50310 00 STAFF TRAVEL	-	134.67	-	7,500.00	7,365.33	2%
0050 00 19 000 50410 00 RENT/SPACE	-	592.92	-	1,500.00	907.08	40%
0050 00 19 000 50420 00 TELEPHONE	-	405.27	-	1,020.00	614.73	40%
0050 00 19 000 50430 00 POSTAGE	-	97.93	-	1,300.00	1,202.07	8%
0050 00 19 000 50440 00 COPIER	14.34	179.52	-	225.00	45.48	80%
0050 00 19 000 50511 00 SUPPLIES	-	-	-	1,825.00	1,825.00	0%
0050 00 19 000 50525 00 INTEREST	-	156.04	-	700.00	543.96	22%
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Total EXPENSE	14.34	14,032.73	-	81,392.00	67,359.27	17%
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Run date: 07/02/2019  
Bus date: 06/30/2019

Ark Tex Council of Governments  
DIRECTORS REPORT

AVERY  
0070 19 000

Fiscal year thru period ending 06/30/2019

Description	Month to date	Year to date	Ytd encumb	Annual budget	Annual var	% used
0070 00 19 000 50110 00 SALARIES	190.62	1,315.27	-	1,985.00	669.73	66%
0070 00 19 000 50210 00 BENEFITS	71.68	494.66	-	745.00	250.34	66%
0070 00 19 000 50410 00 RENT/SPACE	14.43	79.06	-	125.00	45.94	63%
0070 00 19 000 50420 00 TELEPHONE	5.45	34.38	-	100.00	65.62	34%
0070 00 19 000 50511 00 OFFICE SUPPLIES	-	31.77	-	-	(31.77) -	
0070 00 19 000 50525 00 INTEREST	3.36	20.90	-	-	(20.90) -	
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Total EXPENSE	285.54	1,976.04	-	2,955.00	978.96	67%
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ARK-TEX COUNCIL OF GOVERNMENTS,

You are receiving this e-mail on behalf of PATTILLO BROWN & HILL LLP.

Your electronically filed Exempt federal income tax return for tax year 2017 has been acknowledged as accepted for processing by the IRS on 08/14/2019.

Your return was sent to the Ogden Service Center.

Your SubmissionID is 70624320192260353e32.

Your Client ID is [REDACTED]

Do not mail the paper copy of your tax return to the IRS. It is for your use only.

**PLEASE DO NOT REPLY TO THIS E-MAIL.**

We generate this e-mail automatically from your request to be notified when your return or extension is accepted by the taxing authority. We do not monitor this e-mail address for incoming e-mail traffic. If you need assistance or have a question, please contact the firm preparing this return for you. Thank you.

ARK-TEX REGIONAL DEVELOPMENT COMPANY,

You are receiving this e-mail on behalf of PATTILLO BROWN & HILL LLP.

Your electronically filed Exempt federal income tax return for tax year 2017 has been acknowledged as accepted for processing by the IRS on 08/14/2019.

Your return was sent to the Ogden Service Center.

Your SubmissionID is 70624320192260355e04.

Your Client ID is [REDACTED]

Do not mail the paper copy of your tax return to the IRS. It is for your use only.

**PLEASE DO NOT REPLY TO THIS E-MAIL.**

We generate this e-mail automatically from your request to be notified when your return or extension is accepted by the taxing authority. We do not monitor this e-mail address for incoming e-mail traffic. If you need assistance or have a question, please contact the firm preparing this return for you. Thank you.

NORTHEAST TEXAS ECONOMIC DEVELOPMENT DISTRICT, INC.,

You are receiving this e-mail on behalf of PATTILLO BROWN & HILL LLP.

Your electronically filed Exempt federal income tax return for tax year 2017 has been acknowledged as accepted for processing by the IRS on 08/14/2019.

Your return was sent to the Ogden Service Center.

Your SubmissionID is 70624320192260355e05.

Your Client ID is [REDACTED]

Do not mail the paper copy of your tax return to the IRS. It is for your use only.

**PLEASE DO NOT REPLY TO THIS E-MAIL.**

We generate this e-mail automatically from your request to be notified when your return or extension is accepted by the taxing authority. We do not monitor this e-mail address for incoming e-mail traffic. If you need assistance or have a question, please contact the firm preparing this return for you. Thank you.

**PB&H**  
**PATTILLO, BROWN & HILL, L.L.P.**  
CERTIFIED PUBLIC ACCOUNTANTS ■ BUSINESS CONSULTANTS

February 12, 2019

Atcog Holding Company  
4808 Elizabeth Street  
Texarkana, TX 75503

Atcog Holding Company:

Enclosed is the organization's 2017 Exempt Organization return.

Form 990-N (e-Postcard) has been filed electronically. There is no paper equivalent for this form, however, a summary worksheet is provided for review purposes.

We have prepared the return from information you furnished us without verification. Upon examination of the return by tax authorities, requests may be made for underlying data. We therefore recommend that you preserve all records which you may be called upon to produce in connection with such possible examinations.

We sincerely appreciate the opportunity to serve you. Please contact us if you have any questions concerning the tax return.

A copy of the Form 990-N summary worksheet return is enclosed for your files. We suggest that you retain this copy indefinitely.

Sincerely,

Sharon M. Herwald, CPA



CCH Eligibility Requirement for all FY2020 grant applications:

- 1) In order for an applicant to be eligible for FY20 grant funding through the Office of the Governor Public Safety Office, the county (or counties) in which the applicant is located must have a 90% average on both adult and juvenile criminal history dispositions to the Texas Department of Public Safety for calendar years 2013 through 2017. This requirement must be met by August 1, 2019.

**\*\*As of August 1, 2019 all ATCOG counties were at 90% or above and the requirement has been met. Great job to everyone involved in those efforts!**

As of August 1, 2019	Adult criminal history disposition completeness avg.	Juvenile criminal history disposition completeness avg.
Bowie	92	99
Cass	92	97
Delta	94	100
Franklin	95	100
Hopkins	95	99
Lamar	95	91
Morris	94	100
Red River	93	100
Titus	91	96

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ARK-TEX COUNCIL OF GOVERNMENTS  
APPLICATION / PROJECT STAFF REVIEW FOR  
ENVIRONMENTAL ASSESSMENT

**Project SAI No:** TX-R-20190816-0006-05

**Date Received:** 08-01-19

**Staff Assignment:**  
Paul Prange

**Applicant:** Campbell Soup Company, L.L.C.

**Project Description:** Campbell Soup Company, L.L.C. has applied to the Texas Commission on Environmental Quality (TCEQ) for a major amendment to Texas Pollutant Discharge Elimination System (TPDES) Permit No. WQ0001012000 to establish a water quality monitoring station in Smith Creek upstream of the discharge into Smith Creek to provide baseline monitoring, only impose mass effluent limitations for biochemical oxygen demand, and establish an internal monitoring point (Outfall 001) for select parameters. This company operates a canning and steel container manufacturing facility that produces soups and other specialty foods in the City of Paris, Lamar County, Texas. The discharge route is from the plant site to Smith Creek; thence to Pine Creek; thence to the Red River below Lake Texoma.

**PROJECT/EA REVIEW:**

**Area to be served:** Paris, Lamar County, Texas.

**Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?** Yes. The TCEQ executive director has determined that the application is administratively complete, has completed a technical review of the application, and prepared a draft permit.

**Is the project consistent with state, area wide, and/or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?** Yes. This permit application meets all statutory and regulatory requirements.

**Has this project been coordinated through the Texas Commission on Environmental Quality?** Yes, coordination is in progress.

**Does the project address a clearly defined need and does the project take into account preservation of the environment?** There is a clearly defined need for the amendment of this TPDES Permit to allow the continued operation of the Campbell Soup facility. All guidelines required by TCEQ to protect the environment are being followed, thus minimal disruption of the environment is expected.

**Is the project likely to produce any significant adverse effects on the environment?** No. The amendment of this permit will not authorize an increase in the number gallons of treated wastewater that can be discharged into the environment. This facility is in excellent operational condition and this amendment will allow for the addition of a water quality monitoring station which will ensure that all wastewater is treated properly before being discharged into the environment.

**Do the anticipated accomplishments of the project justify the disruption to the environment?** Yes. The amendment of this permit will enhance the operation of this facility, which provides employment for many citizens living within our region and produces high quality foods products for distribution throughout the United States. The disruption of the environment is minimal compared to the accomplishments.

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

**RECOMMENDED COMMENT:** Staff recommends support of this permit amendment application by the Campbell Soup Company, L.L.C.

**RESOLUTION NO. EC19-019**

**RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE PROPOSED MAJOR AMENDMENT TO TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT NO. WQ0001012000, BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR CAMPBELL SOUP COMPANY, L.L.C. THIS COMPANY OPERATES A CANNING AND STEEL CONTAINER MANUFACTURING FACILITY THAT PRODUCES SOUPS AND OTHER SPECIALTY FOODS IN THE CITY OF PARIS, LAMAR COUNTY, TEXAS. THIS AMENDMENT WILL AUTHORIZE THE ADDITION OF A WATER QUALITY MONITORING STATION IN SMITH CREEK UPSTREAM OF THE DISCHARGE INTO SMITH CREEK TO PROVIDE BASELINE MONITORING, ONLY IMPOSE MASS EFFLUENT LIMITATIONS FOR BIOCHEMICAL OXYGEN EMAND, AND ESTABLISH AN INTERNAL MONITORING POINT (OUTFALL 001) FOR SELECT PARAMETERS. THE DISCHARGE ROUTE IS FROM THE PLANT SITE TO SMITH CREEK; THENCE TO PINE CREEK; THENCE RED RIVER BELOW LAKE TEXOMA.**

**WHEREAS**, under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperation Act of 1968, the Ark-Tex Council of Governments has been designated as the area wide agency to review certain projects; and

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

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

Section 1 - That the Board of Directors recognizes the Executive Director as the Authorized Official, and he has been given the power to comment upon projects having an environmental impact. This application has been reviewed by the Board of Directors and can reasonably be approved.

Section 2 - That the above-mentioned permit is desirable and needed for continued development in the Region.

**REVIEWED AND APPROVED THIS 29TH DAY OF AUGUST, 2019.**

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

ATTEST:

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ARK-TEX COUNCIL OF GOVERNMENTS  
APPLICATION / PROJECT STAFF REVIEW FOR  
ENVIRONMENTAL ASSESSMENT

**Project SAI No:** TX-R-20190816-0005-05

**Date Received:** 8-16-19

**Staff Assignment:**  
Paul Prange

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**Applicant:** NETEX Composting, Inc.

**Project Description:** NETEX Composting, Inc., a composting facility, has applied to the Texas Commission on Environmental Quality (TCEQ) for renewal of TCEQ Permit No. WQ0005107000, to authorize the disposal of treated wastewater at a volume not to exceed a daily average flow of 21,744 gallons per day via irrigation of 22.96 acres. This permit will not authorize discharge of pollutants into water of the state. The facility is located at 1000 CR 3372 Pickton, Hopkins County, Texas. The application site is located in Segment No. 0303 of the Sulphur River Basin.

**PROJECT/EA REVIEW:**

**Area to be served:** Hopkins County, Texas.

**Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?** Yes. The TCEQ executive director has completed the technical review of the application and prepared a draft permit.

**Is the project consistent with state, area wide, and/or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?** Yes. This permit application meets all statutory and regulatory requirements.

**Has this project been coordinated through the Texas Commission on Environmental Quality?** Yes, coordination is in progress.

**Does the project address a clearly defined need and does the project take into account preservation of the environment?** There is a clearly defined need for the renewal of this permit to allow continued operation of the Stouts Creek Composting Facility. All guidelines required by TCEQ to protect the environment are being followed, thus minimal disruption of the environment is expected.

**Is the project likely to produce any significant adverse effects on the environment?** No. The renewal of this permit will not cause any adverse environmental effects. This facility will utilize an in-vessel composting method to remove liquids and transform waste into useful compost through a process which greatly reduces environmental risks.

**Do the anticipated accomplishments of the project justify the disruption to the environment?** Yes. This composting process will allow all water collected to be beneficially applied to irrigate non-human food crops and will generate nutrient-rich compost to be used as fertilizer. This activity will also reduce current costs associated with the transportation of waste to landfills located in the DFW Metro area. The disruption of the environment is minimal compared to the accomplishments.

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

**RECOMMENDED COMMENT:** Staff recommends support of this permit renewal application by NETEX Composting, Inc.

**RESOLUTION NO. EC19-020**

**RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON RENEWAL OF TCEQ PERMIT NO. NO. WQ0005107000, TO AUTHORIZE THE CONTINUED OPERATION OF THE STOUTS CREEK COMPOSTING FACILITY LOCATED AT 1000 COUNTY ROAD 3372, PICKTON, HOPKINS COUNTY, TEXAS BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ), FOR NETEX COMPOSTING, INC.**

**WHEREAS**, under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperation Act of 1968, the Ark-Tex Council of Governments has been designated as the area wide agency to review certain projects; and

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

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

Section 1 - That the Board of Directors recognizes the Executive Director as the Authorized Official, and he has been given the power to comment upon projects having an environmental impact. This application has been reviewed by the Board of Directors and can reasonably be approved.

Section 2 - That the above-mentioned permit is desirable and needed for continued development in the Region.

**REVIEWED AND APPROVED THIS 29TH DAY OF AUGUST, 2019.**

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

ATTEST:

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ARK-TEX COUNCIL OF GOVERNMENTS  
APPLICATION / PROJECT STAFF REVIEW FOR  
ENVIRONMENTAL ASSESSMENT

**Project SAI No:** TX-R-20190722-0002-05

**Date Received:** 07-22-19

**Staff Assignment:**  
Paul Prange

**Applicant:** U.S. Steel Tubular Products, Inc.

**Project Description:** This application by U.S. Steel Tubular Products, Inc., 6866 U.S. Highway 259 South, Lone Star, Morris County, TX., to the Texas Commission on Environmental Quality (TCEQ) for a Class 3 Modification to Post Closure Order No. 30093 to authorize the reduction in groundwater monitoring frequency and locations pertaining to its two closed hazardous waste landfills.

**PROJECT/EA REVIEW:**

**Area to be served:** Lone Star, Morris County, Texas

**Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?** The TCEQ executive director has determined that the application is administratively complete and will conduct a technical review.

**Is the project consistent with state, area wide, and/or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?** Yes, this permit application meets all statutory and regulatory requirements.

**Has this project been coordinated through the Texas Commission on Environmental Quality?** Yes, coordination is in progress.

**Does the project address a clearly defined need and does the project take into account preservation of the environment?** There is a clearly defined need for the production of steel pipe and specialty tubing in our region. All procedures required by TCEQ to protect the environment are being followed including filtration of airborne contaminants and collection of metal slag in vats.

**Is the project likely to produce any significant adverse effects on the environment?** No. The modification to Post Closure Order 30093 will not adversely affect the surrounding environment.

**Do the anticipated accomplishments of the project justify the disruption to the environment?** Yes. This facility, located at the intersection of U.S. Highway 259 and State Highway 29, south of the City of Lone Star, Morris County, Texas provides employment for approximately 1,400 citizens of our region. The production of steel pipe and specialty tubing is necessary in order to supply products such as oil field well casings, natural gas pipelines up to 16 inches in diameter, and specialty automotive tubing. The disruption of the environment is minimal compared to the accomplishments.

**STAFF ASSESSMENT OF ENVIRONMENTAL IMPACT:** The Class 3 Modification will not create any significant detrimental impact to the environment as determined by TCEQ.

**RECOMMENDED COMMENT:** Staff recommends support of this permit modification application by U.S. Steel Tubular Products, Inc.

**RESOLUTION NO. EC19-021**

**RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON A CLASS 3 MODIFICATION TO POST CLOSURE ORDER NO. 30093 OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) BY U.S. STEEL TUBULAR PRODUCTS, INC., 6866 U.S. HIGHWAY 59 SOUTH, LONE STAR, MORRIS COUNTY, TX., TO AUTHORIZE THE REDUCTION IN GROUNDWATER MONITORING FREQUENCY AND LOCATIONS PERTAINING TO ITS TWO CLOSED HAZARDOUS WASTE LANDFILLS.**

**WHEREAS**, under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperation Act of 1968, the Ark-Tex Council of Governments has been designated as the area wide agency to review certain projects; and

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

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

Section 1 - That the Board of Directors recognizes the Executive Director as the Authorized Official, and he has been given the power to comment upon projects having an environmental impact. This application has been reviewed by the Board of Directors and can reasonably be approved.

Section 2 - That the above-mentioned permit is desirable and needed for continued development in the Region.

**REVIEWED AND APPROVED THIS 29TH DAY OF AUGUST, 2019.**

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

ATTEST:

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ARK-TEX COUNCIL OF GOVERNMENTS  
APPLICATION / PROJECT STAFF REVIEW FOR  
ENVIRONMENTAL ASSESSMENT

**Project SAI No:** TX-R-20190722-0001-05

**Date Received:** 7-15-19

**Staff Assignment:**  
Paul Prange

**Applicant:** Paris Generation, L.P., Paris, Lamar County, Texas.

**Project Description:** Paris Generation, L.P., 301 Lake Crook Road, Paris, Texas, which operates Paris Energy Center, a cogeneration power plant has applied to the Texas Commission on Environmental Quality (TCEQ) for amendment of TPDES Permit No. WQ0003021000, to authorize a re-evaluation and revision of a site-specific effluent limitation for total copper limitation at Outfall 001. The facility is located near the intersection of U.S. Hwy 271 and U.S. Hwy 82, north of the City of Paris, Texas. The effluent is discharged into an unnamed tributary; thence to Smith Creek; thence to Pine Creek; thence to Red River Below Lake Texoma, in Segment No. 0202 of the Red River Basin.

**PROJECT/EA REVIEW:**

**Area to be served:** The City of Paris, Lamar County, Texas.

**Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?** Yes. The TCEQ executive director has determined the application is administratively complete and will conduct a technical review of the application.

**Is the project consistent with state, area wide, and/or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?** Yes. This permit application meets all statutory and regulatory requirements.

**Has this project been coordinated through the Texas Commission on Environmental Quality?** Yes, coordination is in progress.

**Does the project address a clearly defined need and does the project take into account preservation of the environment?** There is a clearly defined need for the amendment of this TPDES Permit to allow continued operation of this facility which produces electrical power and provides employment to citizens living within our region. All guidelines required by TCEQ to protect the environment are being followed, thus minimal disruption of the environment is expected.

**Is the project likely to produce any significant adverse effects on the environment?** No. The amendment of this permit will not authorize an increase in the number of gallons of effluent discharged into the environment, and this facility is in excellent operational condition.

**Do the anticipated accomplishments of the project justify the disruption to the environment?** Yes. The amendment of this permit will allow the continued operation of this facility, which directly serves the needs of all citizens living within the area. The disruption of the environment is minimal compared to the accomplishments.

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

**RECOMMENDED COMMENT:** Staff recommends support of this permit amendment application by Paris Generation, L.P.



**RESOLUTION NO. EC19-022**

**RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE AMENDMENT OF TPDES PERMIT NO. WQ0003021000 FOR PARIS GENERATION, L.P. BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) TO AUTHORIZE CONTINUED OPERATION OF THE PARIS ENERGY CENTER IN PARIS, LAMAR COUNTY, TEXAS.**

**WHEREAS**, under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperation Act of 1968, the Ark-Tex Council of Governments has been designated as the area wide agency to review certain projects; and

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

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

Section 1 - That the Board of Directors recognizes the Executive Director as the Authorized Official, and he has been given the power to comment upon projects having an environmental impact. This application has been reviewed by the Board of Directors and can reasonably be approved.

Section 2 - That the above-mentioned permit is desirable and needed for continued development in the Region.

**REVIEWED AND APPROVED THIS 29TH DAY OF AUGUST, 2019.**

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

ATTEST:

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ARK-TEX COUNCIL OF GOVERNMENTS  
APPLICATION / PROJECT STAFF REVIEW FOR  
ENVIRONMENTAL ASSESSMENT

**Project SAI No:** TX-R-20190722-0002-05

**Date Received:** 6-24-19

**Staff Assignment:**  
Paul Prange

**Applicant:** West Fraser, Inc.

**Project Description:** West Fraser, Inc. has applied to the Texas Commission on Environmental Quality for a significant revision of Federal Operating Permit No. 01585, to authorize operation of the lumber mill located at 1345 US Highway 82 East, New Boston, Bowie County, Texas. The purpose of a federal operating permit is to improve overall compliance with the rules governing air pollution control by clearly listing all applicable requirements.

**PROJECT/EA REVIEW:**

**Area to be served:** New Boston, Bowie County, Texas.

**Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?** Yes. The TCEQ executive director has completed the technical review of the application, has made a preliminary decision to prepare a draft permit, and recommends issuance of the draft permit.

**Is the project consistent with state, area wide, and/or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?** Yes. This permit revision application meets all statutory and regulatory requirements.

**Has this project been coordinated through the Texas Commission on Environmental Quality?** Yes, coordination is in progress.

**Does the project address a clearly defined need and does the project take into account preservation of the environment?** There is a clearly defined need for the continued operation of the mill. The facility employs approximately 170 citizens who live within our region and provides valuable wood products to consumers throughout the nation. This facility has been in operation since 1980 and was purchased over 11 years ago by West Fraser, Inc. All guidelines required by TCEQ to protect the environment are being followed and minimal disruption of the environment is expected.

**Is the project likely to produce any significant adverse effects on the environment?** No. The TCEQ has determined that the emissions of air contaminants from this facility will not violate any state or federal air quality regulations and will have no significant adverse impact on soils, vegetation, or visibility. The permit revision will not authorize new construction.

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

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

**RECOMMENDED COMMENT:** Staff recommends support of the Federal Operating Permit revision by West Fraser Inc.

**RESOLUTION NO. EC19-023**

**RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON THE SIGNIFICANT REVISION OF FEDERAL OPERATING PERMIT NO. 01585, FOR WEST FRASER, INC., BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY TO AUTHORIZE THE OPERATION OF A SAWMILL AND PLANING MILL FACILITY LOCATED AT 1345 US HIGHWAY 82 EAST IN NEW BOSTON, BOWIE COUNTY, TEXAS.**

**WHEREAS**, under Section 204 of the Demonstration Cities and Metropolitan Development Act of 1966 and Title IV of the Intergovernmental Cooperation Act of 1968, the Ark-Tex Council of Governments has been designated as the area wide agency to review certain projects; and

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

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

Section 1 - That the Board of Directors recognizes the Executive Director as the Authorized Official, and he has been given the power to comment upon projects having an environmental impact. This application has been reviewed by the Board of Directors and can reasonably be approved.

Section 2 - That the above-mentioned permit is desirable and needed for continued development in the Region.

**REVIEWED AND APPROVED THIS 29TH DAY OF AUGUST, 2019**

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

ATTEST:

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ARK-TEX COUNCIL OF GOVERNMENTS  
APPLICATION / PROJECT STAFF REVIEW

**Project SAI No:**  
TX-R-20190722-0004-05

**Date Received:**  
07/08/2019

**Staff Assignment:**  
Toni Lindsey

**Applicant:** Central Arkansas Development Council

**Project Title:**

Community Services Block Grant through Health and Human Services Year  
2019 - 2020

Loan

Grant

Pre-Application

Continuation

<input type="checkbox"/>
<input checked="" type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

**PROJECT DESCRIPTION:**

**Proposed Activity:**

Budget:	Amount	Source / Funding Agency
Federal	\$2,684,924.	Department of Housing and Urban Development
State		
Local		
Applicant		
Other		
Total	\$2,684,924	

**Personnel Required:** ADMINISTRATIVE - CSBG Manager; Plan & Dev Program Manager; Training Coordinator; Systems & Prog Manager IT Supervisor; (2) IT Techs; (2) Maintenance; (4) Janitor; (11) Administrative Clerk; DIRECT – CSBG Program Manager; (4) CSBG Program Supervisor; (3) CSBG Program Specialist

**PROJECT REVIEW: (PROVIDE ADEQUATE DETAIL)**

**Area to be served:**

Calhoun, Clark, Columbia, Dallas, Hempstead, Hot Springs, Howard, Lafayette, Little River, Lonoke, Miller, Montgomery, Nevada, Ouachita, Pike, Pulaski, Saline, Sevier, and Union Counties Arkansas.

**Does the project comply or furnish reasonable assurances of compliance with applicable federal, state, and local laws, regulations, and ordinances?**

Yes.

Assurances included in application dated 06/26/2019..

**Is the project consistent with state, areawide, and / or local planning or does it contribute toward goals or objectives identified at one or more of governmental levels?**

Yes.

Application meets the goals and objectives of CSBG program.

**Does the project address a clearly defined need?**

Yes.

Central Arkansas Development Council restructured the CSBG program/staff to no longer have Development Specialists and Community Participation Specialists. Within the 19 counties, everyone has the same job titles of CSBG Program Participation Specialists, which will not bound them by county line. This allows them to help cover service areas that are not currently being served. CADC plans to continue to meet the needs of low-income individuals and families through human service development programs.

**Is the project likely to produce any significant adverse effects on the environment?**

No.

**Are the project's goals identified, specific, measurable, and achievable?**

Yes

Central Arkansas Development Council plans on focusing on communities that suffer disproportionately from poverty and its effects, including employment, housing, and transportation, education and economic instability.

CADC will meet educational needs by on-going operation of the Single Parent Scholarship Program that helps low-income single parents. CADC Head Start/Early Head Start/ABC Program serves over 550 children and families.

CADC plans to provide commodity food items to low-income individuals and partner with local food pantries for emergencies.

CADC plans to assist low and moderate-income individuals in increasing literacy.

CADC plans to utilize community and neighborhood outreach to provide information about programs and services. Customers who participate in services will receive follow-up and referrals by being registered in client tracking/CAP60.

CADC will encourage the use of volunteers to increase capacity of community action through Head Start, Commodities, Senior Activity Centers, Single Parents, Transportation, Free Tax Preparation and other programs.

CADC will continue to expand its partnership base as a means of increasing its outreach and impact.

CADA will provide on-going professional development of its staff through training, workshops, and conferences.

CADC will continue its partnership with the Workforce Center to offer comprehensive services for low-income population.

CADC plans to partner with an adult offender program to obtain documents and identify employment opportunities.

CADC plans to allocate funds for Direct Case Management working on Transition into Self-Sufficiency or Transition Out of Poverty with specific guidelines.

CADC plans to initiate the Reality Enrichment and Life Lessons (REALL) Stimulation and partner with local school districts targeting 7<sup>th</sup> thru 12<sup>th</sup> grade.

CADC will expand its partnerships with health organizations to increase the availability of affordable medical care to low-income populations.

CADC will continue to strengthen communication with key target groups building stronger staff, clients, and stakeholders.

**Does the proposal demonstrate a feasible delivery strategy?**

Yes

The Central Arkansas Development Council plans to focus on asset-based community participation to assist communities in becoming stronger and more self-reliant by discovering, mapping and mobilizing their local assets. A core component of CADC's community and family-based program is leadership training and technical assistance, financial education, and asset-building and partnership development. Education, outreach, and encouraging volunteers are key components of the CADC plan.

**Does the project contribute to a balanced delivery of services among political subdivisions covered by the application?**

Yes. Central Arkansas Development Council is proposing serving nineteen counties in Arkansas - Calhoun, Clark, Columbia, Dallas, Hempstead, Hot Springs, Howard, Lafayette, Little River, Lonoke, Miller, Montgomery, Nevada, Ouachita, Pike, Pulaski, Saline, Sevier, and Union Counties

**Do the anticipated accomplishments of the project justify the amount of funds requested?  
Cost / Benefit Analysis)**

Yes

Grant funding costs include: Personnel \$1,260,765.00, Fringe Benefits \$309,615.00, Travel \$75,044.00, Supplies \$84,400.00, Equipment costs \$70,900.00, Contractual costs \$105,900.00, Other Office Expenses \$577,300.00, and Direct Client Costs \$201,000.00. TOTAL \$2,684,924.00. CADC's revised work plan for CSBG FY 2020 is designed to address needs and issues identified in the CADC service area and to include the seven new counties.

**Does the applicant's prior performance indicate high probability that the proposed objectives will be accomplished?**

Yes

Central Arkansas Development Council has successfully operated and administered the CSBG grant. They are a non-profit, community based organization with a mission of striving to alleviate poverty and creating empowerment opportunities to thereby improve the lives and living conditions of low-income individuals and their families through their Program Services and Community Partnerships.

**Additional Information:**

**STAFF RECOMMENDATIONS:**

Staff recommends approval.

**RESOLUTION NO. EC19-024**

**RESOLUTION OF THE ARK-TEX COUNCIL OF GOVERNMENTS WITH REVIEW AND COMMENT ON AN APPLICATION BY CENTRAL ARKANSAS DEVELOPMENT COUNCIL TO THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, FOR AN COMMUNITY SERVICES BLOCK GRANT IN THE AMOUNT OF \$2,684,924.00 FOR SUPPORT PROGRAMS THAT WORKS TOWARDS FAMILY SELF RELIANCE, ALLEVIATES POVERTY AND PROMOTES COMMUNITY PARTICIPATION TO VERY LOW INCOME RESIDENTS IN ARKANSAS.**

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

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

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

Section 1 - That the submission of an application by Central Arkansas Development Council to the Department of Health and Human Services for a grant in the amount of \$2,684,924.00 to provide support programs that works towards family self-reliance, alleviates poverty and promotes community participation to very low income residents in nineteen counties in Arkansas has been reviewed by the Board of Directors and can reasonably be expected to become part of the overall regional plan.

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

**REVIEWED THIS 29th DAY OF AUGUST, 2019.**

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**L. D. Williamson, Jr.**  
**Ark-Tex Council of Governments**

**ATTEST:**

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## **BRIEFING PAPER – ACTION ITEM**

### **ITEM 15:**

Review and consider approval, in the form of a Resolution, the contract for Region-wide Aerial Imagery.

### **BACKGROUND**

The Commission on State Emergency Communications (CSEC) Program provides the narrative description of the 9-1-1 Program that meets the requirement of Health and Safety Code, Chapter 771, Subsection 771.055(c) for regional and county level budget narratives. The Region-wide Aerial Imagery Project is an allowable 9-1-1 program budget expense covered under GIS and Database Maintenance.

### **DISCUSSION**

EagleView (dba Pictometry) was selected, from a candidate pool of seven respondents, as the ortho and oblique imagery data provider for all counties in the ATCOG region. The total cost for the three year project is \$502, 477 with the option of a second imagery project in 2023 at the same price if funds are appropriated by CSEC in the next biennium.

Pictometry will administer the project providing coordination of flight plans, flight scheduling, project management services, product delivery, online access and installation at selected sites.

The new imagery will be used for ATCOG operational planning, emergency 9-1-1 routing, infrastructure mapping and other applications.

The ATCOG Procurement Policy states that all purchases of \$50,000 and above require ATCOG Board approval.

### **RECOMMENDATION**

In adherence to ATCOG Procurement Policy staff requests approval of the Aerial Imagery contract with Nearmap (dba Pictometry).



**AGREEMENT BETWEEN  
PICTOMETRY INTERNATIONAL CORP. (“PICTOMETRY”) AND  
ARK-TEX COUNCIL OF GOVERNMENTS (“CUSTOMER”)**

1. This order form (“Order Form”), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

Sector Map

(all of which, collectively, constitute this “Agreement”) set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer’s internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading ‘Section B: License Terms’; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
4808 Elizabeth St	25 Methodist Hill Drive
Texarkana, TX 75503-2910	Rochester, NY 14623
Attn: Rea Washington, 9-1-1 Coordinator/Government Official	Attn: General Counsel
Phone: (903) 832-8636	Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party’s then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**PARTIES:**

<b>CUSTOMER</b>	<b>PICTOMETRY</b>
<b>ARK-TEX COUNCIL OF GOVERNMENTS</b>	<b>PICTOMETRY INTERNATIONAL CORP.</b>
(entity type)	a Delaware corporation
<b>SIGNATURE:</b>	<b>SIGNATURE:</b>
<b>NAME:</b>	<b>NAME:</b>
<b>TITLE:</b>	<b>TITLE:</b>
<b>DATE:</b>	<b>EXECUTION DATE:</b>
	<b>DATE OF RECEIPT (EFFECTIVE DATE):</b>

# SECTION A

# PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, NY 14623

ORDER #
C14044407

BILL TO
Ark-Tex Council of Governments
Rea Washington, 9-1-1 Coordinator/Government Official
4808 Elizabeth St
Texarkana, TX 75503-2910
(903) 832-8636
rwashington@atcog.org

SHIP TO
Ark-Tex Council of Governments
Rea Washington, 9-1-1 Coordinator/Government Official
4808 Elizabeth St
Texarkana, TX 75503-2910
(903) 832-8636
rwashington@atcog.org

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A117626	MThom	Triennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
6,917	IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector - Custom Area	Product includes: 9-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$125.00	\$72.62 (41.908% – Long Term Incentive Discount)	\$502,277.96
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
6,917	Tiles - Standard (Community 6in GSD; JPG format) Per Sector	Available with corresponding imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
6,917	Mosaic - Area Wide (6in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.00 (100%)	\$0.00

6,917	Mosaic - Area Wide (6in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.00 (100%)	\$0.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$0.00 (100%)	\$0.00

SUBTOTAL – FIRST PROJECT \$502,476.96

#### SECOND PROJECT

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
6,917	IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector - Custom Area	Product includes: 9-inch GSD oblique frame images (4-way), 6-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$125.00	\$72.62 (41.908% – Long Term Incentive Discount)	\$502,277.96
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	Pictometry Connect - EarlyAccess	Pictometry Connect - EarlyAccess provides authorized users the ability to login and access the imagery, as specified elsewhere in this agreement, immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available in CONNECT Explorer incrementally as it is processed and it will remain available until final, fully processed imagery is made available through other means. This offering requires an active Pictometry CONNECT account and the current purchase of access to an imagery product. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$10,000.00	\$0.00 (100%)	\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
3	Pictometry Connect - CA - 50	Pictometry Connect - CA - 50 (Custom Access) provides up to 50 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. The quantity represents the number of years in the Connect term. Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$2,200.00	\$0.00 (100%)	\$0.00
6,917	Mosaic - Area Wide (6in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.00 (100%)	\$0.00
6,917	Mosaic - Area Wide (6in GSD; ECW format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to ECW of individual tiles of 6-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$1.00	\$0.00 (100%)	\$0.00

6,917	Tiles - Standard (Community 6in GSD; JPG format) Per Sector	Available with corresponding imagery purchase. 6-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$10.00	\$0.00 (100%)	\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
SUBTOTAL – SECOND PROJECT					\$502,476.96

Thank you for choosing Pictometry as your service provider.	<b>TOTAL</b>	\$1,004,953.92
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<sup>1</sup>Amount per product = ((1-Discount %) \* Qty \* List Price)

## FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

### FIRST PROJECT

Due at Initial Shipment of Imagery	\$167,492.32
Due at First Anniversary of Shipment of Imagery	\$167,492.32
Due at Second Anniversary of Shipment of Imagery	\$167,492.32
<b>Total Payments</b>	<b>\$502,476.96</b>

### SECOND PROJECT

Due at Initial Shipment of Imagery	\$167,492.32
Due at First Anniversary of Shipment of Imagery	\$167,492.32
Due at Second Anniversary of Shipment of Imagery	\$167,492.32
<b>Total Payments</b>	<b>\$502,476.96</b>

## PRODUCT PARAMETERS

### FIRST PROJECT IMAGERY

**Product:** IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector - Custom Area  
**Leaf:** Leaf Off: Less than 30% leaf cover

### CONNECT

**Product:** Pictometry Connect - CA - 50  
**Admin User Name:** Rea Washington  
**Admin User Email:** rwashington@atcog.org  
**Geofence:** TX Bowie (Primary Geofence) TX Cass TX Delta TX Franklin TX Hopkins TX Lamar TX Morris TX Red River TX Titus AR Miller

### SECOND PROJECT IMAGERY

**Product:** IMAGERY - COMMUNITY - 9in (6in Ortho) - Per Sector - Custom Area

Leaf:

Leaf Off: Less than 30% leaf cover

## CONNECT

**Product:**

*Admin User Name:*

*Admin User Email:*

*Geofence:*

**Pictometry Connect - CA - 50**

Rea Washington

rwashington@atcog.org

TX Bowie (Primary Geofence) TX Cass TX Delta TX Franklin TX Hopkins TX Lamar TX Morris TX  
Red River TX Titus AR Miller

## STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

## RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ **Hurricane:** areas affected by hurricanes of Category 2 and higher.
  - ☐ **Tornado:** areas affected by tornadoes rated EF4 and higher.
  - ☐ **Terrorist:** areas affected by damage from terrorist attack.
  - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

## PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the “Delivered Content Terms and Conditions”), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms “you” and “your” in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

### 1. DEFINITIONS

- 1.1 “Authorized Subdivision” means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 “Authorized System” means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 “Authorized User” means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 “Delivered Content” means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 “Project Participant” means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

### 2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
  - (a) install the Delivered Content on Authorized Systems;
  - (b) permit access and use of the Delivered Content through Authorized Systems by:
    - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
    - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
    - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

### 3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants’ planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

### 4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry’s right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

### 5. TRADEMARKS; CONFIDENTIALITY

- 5.1 **Use of Pictometry’s Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies

of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

## **6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES**

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

## **7. MISCELLANEOUS PROVISIONS**

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

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**[END OF DELIVERED CONTENT TERMS AND CONDITIONS]**



**PICTOMETRY ONLINE SERVICES  
GENERAL TERMS AND CONDITIONS**

These Pictometry Online Services General Terms and Conditions (the “General Terms and Conditions”), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the “License Agreement”) that governs your use of the Pictometry online services (the “Online Services”), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the “Licensed Content”) provided by Pictometry International Corp. and its affiliated companies (collectively, “Pictometry”). The terms “you” and “your” in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

**1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP**

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term “consumer” is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

**2. ACCESS TO SERVICES**

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- 5.5 Notwithstanding anything to the contrary in this Section 5:
- (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
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- (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

## 6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York

shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

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**[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]**

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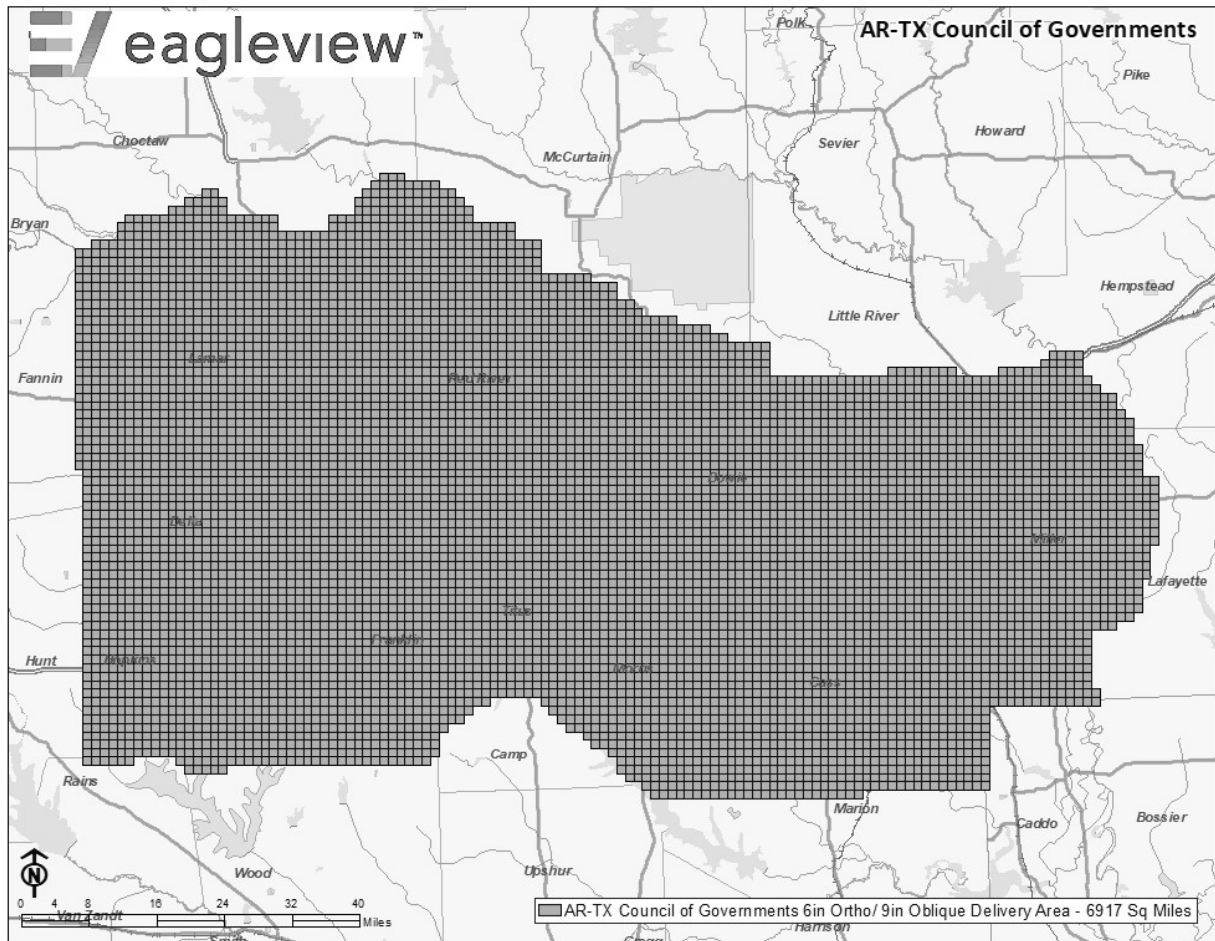
[END OF SOFTWARE LICENSE AGREEMENT]

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Texas, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Texas in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Non-appropriation of Funds. Notwithstanding anything herein to the contrary, in the event that the funds due for subsequent projects and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
  - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of a subsequent project;
  - b. This Agreement shall remain in full force and effect, however commencement of the subsequent project shall be deemed postponed until such time as funds for the subsequent project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project and all subsequent projects included in this Agreement; and
  - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.
4. Customer shall own the copies of the orthogonal imagery delivered to Customer by Pictometry pursuant to this Agreement (the "Transferred Deliverables"). Customer is free to use, reproduce, and redistribute copies of the Transferred Deliverables in any manner without any accounting to Pictometry. Pictometry shall own all copies of the Transferred Deliverables, including all formats in which such copies are maintained (including, but not limited to, electronic), that remain in Pictometry's possession. Pictometry is free to use, reproduce, and redistribute copies of the Transferred Deliverables in any manner without any accounting to Customer. All inventions, discoveries, improvements, technology, designs, works of authorship, patents, copyrights, technical information, data, databases, software, business information, and other information used to create the Transferred Deliverables remain the sole and exclusive property of Pictometry. All oblique imagery, software, online services and online content, or other deliverables not specifically mentioned above which are produced by Pictometry pursuant to this Agreement remain the sole and exclusive property of Pictometry (the "Licensed Deliverables"). The Licensed Deliverables are subject to Pictometry's license agreements set forth in Section B of this Agreement.

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[END OF NON-STANDARD TERMS AND CONDITIONS]

# SECTOR MAP



## RESOLUTION NO. EC19-025

**RESOLUTION OF THE BOARD OF DIRECTORS OF ARK-TEX COUNCIL OF GOVERNMENTS APPROVING AN AGREEMENT WITH EAGLEVIEW DBA PICTOMETRY TO PROVIDE AERIAL IMAGERY SERVICES THAT MEETS THE REQUIREMENT OF HEALTH AND SAFETY CODE, CHAPTER 771, SUBSECTION 771.005(C).**

**WHEREAS**, the Ark-Tex Council of Governments (ATCOG) 9-1-1 Program issued a Request for Proposal (RFP) for an Aerial Imagery project; and

**WHEREAS**, ATCOG Procurement Policy and Procedure Manual states ATCOG Board approval is required for all purchases of \$50,000 and above; and

**WHEREAS**, the 9-1-1 Program, wishes to contract with Eagleview dba Pictometry for the Aerial Imagery project at total region wide cost of \$502,476 for the purpose of Program operational planning, emergency 9-1-1 routing, infrastructure mapping and other applications; and

**WHEREAS**, the funding for the purchase is approved and available through 9-1-1 Local Funds allocated to the Ark-Tex Council of Governments 9-1-1 Program by the Texas Commission on State Emergency Communications.

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

Section 1      That the Board approves the contract for Aerial Imagery for the ATCOG region.

Section 2      That the Executive Director, Chris Brown, has full signature authority to act on behalf of the ATCOG Board relating to the aforementioned purchase.

Section 3      That this resolution is approved by majority vote in accordance with the bylaws of Ark-Tex Council of Governments and applicable law, and shall be in effect immediately upon its adoption.

**SIGNED AND APPROVED THIS 29<sup>TH</sup> DAY OF AUGUST, 2019.**

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

**ATTEST:**

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## **RESOLUTION No. EC19-026**

**RESOLUTION OF THE BOARD OF DIRECTORS OF ARK-TEX COUNCIL OF GOVERNMENTS APPROVING A ONE-YEAR EXTENSION TO THE AGREEMENT WITH GUARANTY BANK & TRUST TO PROVIDE BANKING SERVICES BEGINNING OCTOBER 1, 2019, AND EXTENDING THROUGH SEPTEMBER 30, 2020.**

**WHEREAS**, the Ark-Tex Council of Governments (ATCOG) issued a Request for Proposal (RFP) for banking services and real estate loan refinance on April 17, 2015; and

**WHEREAS**, ATCOG requested proposals for banking services to begin August 1, 2015, and extend through September 30, 2018, with two possible one-year extensions, if approved by the ATCOG Board of Directors; and

**WHEREAS**, the proposal by Guaranty Bank & Trust received the highest score of the proposals submitted and was selected for recommendation to the Board of Directors; and

**WHEREAS**, the Board of Directors approved the selection of Guaranty Bank and Trust as ATCOG's provider of banking services on June 25, 2015; and

**WHEREAS**, ATCOG feels that Guaranty Bank & Trust has provided all the requested services to our satisfaction.

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

Section 1      That the Board approves the final one-year extension to the agreement with Guaranty Bank & Trust to provide banking services beginning October 1, 2019, and extending through September 30, 2020.

Section 2      That this resolution is approved by majority vote in accordance with the bylaws of Ark-Tex Council of Governments and applicable law, and shall be in effect immediately upon its adoption.

**SIGNED AND APPROVED THIS 29<sup>th</sup> DAY OF AUGUST 2019.**

---

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

**ATTEST:**

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August 14, 2019

*Via [lmcbride@atcog.org](mailto:lmcbride@atcog.org)*

ATTN: Ms. Leslie McBride  
Ark-Tex COG  
[lmcbride@atcog.org](mailto:lmcbride@atcog.org)

**RE: Update on Status of TML Health's Review of IRS Notices of Penalty Proposed for 2017 Information Returns**

Dear Ms. McBride:

This letter is to provide another update on the status of our efforts to resolve the proposed IRS penalty notices arising from an administrative error in filing the 1095-C forms on your behalf. The TML Health Board of Trustees conducted a special meeting on Saturday, August 10, 2019. The Trustees voted to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members (or ASO Members) of IRS Form 1095-C for the 2017 federal tax year and 2016 tax year, if applicable. These actions demonstrate our commitment to you to resolve this matter and to relative penalties on your behalf, if in fact a penalty is assessed. I have enclosed a copy of the approved resolutions for your records.

This means that TML Health will be working with tax attorneys at the law firm Mitchell, Williams, Selig, Gates & Woodward, P.L.L.C. (Mitchell Williams) to communicate with the IRS on your behalf to resolve the proposed IRS penalty notices relating to the late filing of the 2017 IRS Form 1095-C.

In order to facilitate a unified and timely resolution for all affected IEBP Member groups, your prompt support in this matter is very important. We believe that the unified approach will provide the best opportunity for the most favorable results for all affected Member organizations.

Enclosed is an IRS Power of Attorney (Form 2848) giving our attorneys the ability to communicate directly with the IRS about the matter on behalf of your group. We ask that you complete the enclosed Power of Attorney form even if you have not yet received a penalty notice from the IRS. Although we will only respond to the IRS on behalf of the Member groups that have received penalty notices, we want to have a Power of Attorney on file from each Member group so that we can assist immediately when and if you do receive a notice.

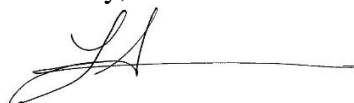
In section 1 of the enclosed Power of Attorney Form, please type or write in your organization's name address, taxpayer identification number (EIN), and telephone number. On page 2, section 7, please have an authorized official within your organization sign and date the form, and either write or type in the signor's title, printed name and the name of your organization. Once the Power of Attorney form has been signed, please email or fax the signed form back to me.

Please note that this Power of Attorney is limited only to discussing the penalties proposed for late filing of Forms 1094-C and 1095-C for tax years 2016 and 2017. It does not override or revoke any other IRS Power of Attorney you may have on file for any other matters. Further, your group will have the ability to approve any resolution or settlement negotiated with the IRS on your behalf.

I also understand that you may need to seek approval from your group's governing body in order to designate an authorized official within your organization to execute the enclosed Power of Attorney. With that in mind, I have enclosed a model memo explaining the issue and purpose of the resolution, and a model resolution to be adopted for this purpose.

The deadline to respond to the IRS for many Member groups is **September 12, 2019**, so your prompt attention to this matter is very important. If you receive any correspondence from the IRS concerning the 1095-C forms in the coming days, please send my office a copy via email to [General.Counsel@tmlhb.org](mailto:General.Counsel@tmlhb.org). For questions about the enclosed Form or the penalty matter in general, please feel free to contact my office at (512) 719-8349.

Sincerely,

A handwritten signature in black ink, appearing to be 'LS' followed by a horizontal line.

Leah Simon  
General Counsel

Enclosures: TML Health Board Resolutions 19-05, 19-06 and 19-07;  
Power of Attorney Form (IRS Form 2848);  
Model Memo for Consideration of Resolution Agenda Item  
Model Resolution Authorizing Power of Attorney

**TML MULTISTATE  
INTERGOVERNMENTAL  
EMPLOYEE BENEFITS POOL  
BOARD OF TRUSTEES  
RESOLUTION NO. 19-05**

**RESOLUTION NO. 19-05**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE TML  
MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL  
RELATING TO IRS COMPLIANCE MATTERS**

WHEREAS, the TML MultiState Intergovernmental Employee Benefits Pool ("Pool") is a political subdivision of the State of Texas with all the powers and duties set out in Chapter 172 of the Texas Local Government Code, Chapter 791 of the Government Code, the Texas Trust Act, and its own Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool ("Trust Agreement");

WHEREAS, the Board of Trustees of the Pool (the "Board") must carry out all of the duties required under the Trust Agreement to accomplish the purpose of the Pool solely in the interest of the officials, employees and retirees of Employer Members, and the dependents of such individuals, and for the exclusive purpose of providing benefits, as well as related services, and performing operations in furtherance thereof, to such persons, and defraying reasonable expenses of administering the Pool; and

WHEREAS, the Board finds that it is necessary and proper to the furtherance and accomplishment of the primary purpose and objectives of the TML MultiState Intergovernmental Employee Benefits Pool, as defined in the Trust Agreement (the "Primary Purpose") to ensure that the Pool is compliant with all Internal Revenue Service (IRS) requirements relating to the administration and providing of benefit services to Employer Members and Non-Risk Employer Members.

NOW, THEREFORE, it is hereby:

RESOLVED,

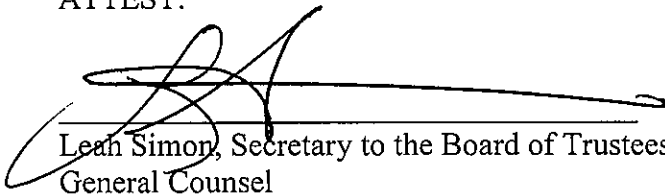
1. That the Board of Trustees finds and determines that it accomplishes the Primary Purpose of the Pool to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.
2. That the Board of Trustees will resolve on behalf of the affected Employer Members and Non-Risk Employer Members the proposed imposition of penalties for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.

Dated: August 10, 2019



Eddie Edwards, Chairman  
Board of Trustees  
TML MultiState Intergovernmental  
Employee Benefits Pool

ATTEST:



Leah Simon, Secretary to the Board of Trustees  
General Counsel  
TML MultiState Intergovernmental  
Employee Benefits Pool

**TML MULTISTATE  
INTERGOVERNMENTAL  
EMPLOYEE BENEFITS POOL  
BOARD OF TRUSTEES  
RESOLUTION NO. 19-06**

**RESOLUTION NO. 19-06**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE TML  
MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL  
DELEGATING AUTHORITY TO THE EXECUTIVE DIRECTOR THE  
POWER TO NEGOTIATE AND ENGAGE IN SETTLEMENT  
DISCUSSIONS WITH THE INTERNAL REVENUE SERVICE**

WHEREAS, the TML MultiState Intergovernmental Employee Benefits Pool ("Pool") is a political subdivision of the State of Texas with all the powers and duties set out in Chapter 172 of the Texas Local Government Code, Chapter 791 of the Government Code, the Texas Trust Act, and its own Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool ("Trust Agreement");

WHEREAS, the Board of Trustees of the Pool (the "Board") must carry out all of the duties required under the Trust Agreement to accomplish the purpose of the Pool solely in the interest of the officials, employees and retirees of Employer Members, and the dependents of such individuals, and for the exclusive purpose of providing benefits, as well as related services, and performing operations in furtherance thereof, to such persons, and defraying reasonable expenses of administering the Pool; and;

WHEREAS, the Executive Director is the chief executive and administrative officer of the Pool and is charged with the responsibility of overseeing the day-to-day operations of the Pool, implementing and administering the decisions of the Board, supervising the staff of the Pool, and fulfilling any other obligations devolving to the Executive Director by resolution of the Board or as imposed by the Trust Agreement; and

WHEREAS, the Board finds that it is necessary and proper to the furtherance and accomplishment of the primary purpose and objectives of the TML MultiState Intergovernmental Employee Benefits Pool, as defined in the Trust Agreement (the "Primary Purpose") to delegate to the Executive Director the power to negotiate and engage in settlement discussions with the IRS to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.

NOW, THEREFORE, it is hereby:

RESOLVED,

1. That the Board of Trustees finds and determines that it accomplishes the Primary Purpose of the Pool to delegate to the Executive Director the power to negotiate and engage in settlement discussions with the IRS to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf

of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.

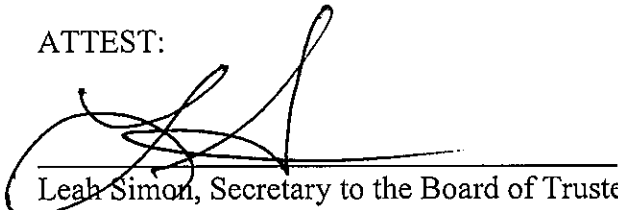
2. That the Board of Trustees delegates to the Executive Director the power to negotiate and engage in settlement discussions with the IRS relating to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.

Dated: August 10, 2019



Eddie Edwards, Chairman  
Board of Trustees  
TML MultiState Intergovernmental  
Employee Benefits Pool

ATTEST:



Leah Simon, Secretary to the Board of Trustees  
General Counsel  
TML MultiState Intergovernmental  
Employee Benefits Pool

**TML MULTISTATE  
INTERGOVERNMENTAL  
EMPLOYEE BENEFITS POOL  
BOARD OF TRUSTEES  
RESOLUTION NO. 19-07**

**RESOLUTION NO. 19-07**

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE TML  
MULTISTATE INTERGOVERNMENTAL EMPLOYEE BENEFITS POOL  
DELEGATING AUTHORITY TO THE EXECUTIVE COMMITTEE THE  
POWER TO APPROVE SETTLEMENT DISPOSITIONS OF ACCOUNTS  
WITH THE INTERNAL REVENUE SERVICE**

WHEREAS, the TML MultiState Intergovernmental Employee Benefits Pool ("Pool") is a political subdivision of the State of Texas with all the powers and duties set out in Chapter 172 of the Texas Local Government Code, Chapter 791 of the Government Code, the Texas Trust Act, and its own Trust Agreement Establishing the TML MultiState Intergovernmental Employee Benefits Pool ("Trust Agreement");

WHEREAS, the Board of Trustees of the Pool (the "Board") must carry out all of the duties required under the Trust Agreement to accomplish the purpose of the Pool solely in the interest of the officials, employees and retirees of Employer Members, and the dependents of such individuals, and for the exclusive purpose of providing benefits, as well as related services, and performing operations in furtherance thereof, to such persons, and defraying reasonable expenses of administering the Pool; and;

WHEREAS, the Executive Committee by authority granted under the Trust Agreement studies and recommends to the full Board all matters referred to it by the Board when the Board is not in session, and has such other authority as is delegated to it by the Board; and

WHEREAS, the Board finds that it is necessary and proper to the furtherance and accomplishment of the primary purpose and objectives of the TML MultiState Intergovernmental Employee Benefits Pool, as defined in the Trust Agreement (the "Primary Purpose") to delegate to the Executive Committee the power to approve settlement dispositions of accounts with the IRS to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.

NOW, THEREFORE, it is hereby:

RESOLVED,

1. That the Board of Trustees finds and determines that it accomplishes the Primary Purpose of the Pool to delegate to the Executive Committee the power to approve settlement dispositions of accounts with the IRS to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.



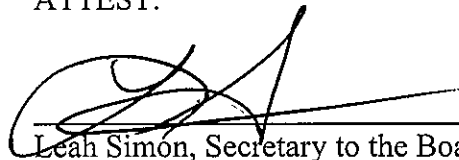
2. That the Board of Trustees delegates to the Executive Committee the power to approve settlement dispositions of accounts with the IRS relating to resolve the proposed imposition of penalties and fines by the IRS for the late filing by the Pool on behalf of the Pool and the affected Employer Members and Non-Risk Employer Members of IRS Form 1095-C for the 2017 federal tax year and any other tax year.

Dated: August 10, 2019



Eddie Edwards, Chairman  
Board of Trustees  
TML MultiState Intergovernmental  
Employee Benefits Pool

ATTEST:



Leah Simon, Secretary to the Board of Trustees  
General Counsel  
TML MultiState Intergovernmental  
Employee Benefits Pool

# Power of Attorney and Declaration of Representative

► Go to [www.irs.gov/Form2848](http://www.irs.gov/Form2848) for instructions and the latest information.

OMB No. 1545-0150

**For IRS Use Only**

Received by:

Name \_\_\_\_\_

Telephone \_\_\_\_\_

Function \_\_\_\_\_

Date        /        /

## Part I Power of Attorney

**Caution:** A separate Form 2848 must be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.

### 1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address		Taxpayer identification number(s)	
		Daytime telephone number	Plan number (if applicable)

hereby appoints the following representative(s) as attorney(s)-in-fact:

### 2 Representative(s) must sign and date this form on page 2, Part II.

Name and address  Craig R. Cockrell 4206 S. J.B. Hunt Drive, Suite 200 Rogers, AR 72758 <b>Check if to be sent copies of notices and communications</b> <input checked="" type="checkbox"/>		CAF No. 0308-50611R PTIN _____ Telephone No. 479-464-5683 Fax No. 479-878-6938 Check if new: Address <input checked="" type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input checked="" type="checkbox"/>
Name and address  Anton L. Janik, Jr. 426 W. Capitol Avenue, Suite 1800 Little Rock, AR 72201 <b>Check if to be sent copies of notices and communications</b> <input type="checkbox"/>		CAF No. 030539239R PTIN _____ Telephone No. 501-688-8888 Fax No. 501-918-7888 Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address  (Note: IRS sends notices and communications to only two representatives.)		CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address  (Note: IRS sends notices and communications to only two representatives.)		CAF No. _____ PTIN _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>

to represent the taxpayer before the Internal Revenue Service and perform the following acts:

### 3 Acts authorized (you are required to complete this line 3). With the exception of the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts that I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return).

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 5000A Shared Responsibility Payment, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions)
Civil Penalty	1094-C; 1095-C	2016-2017

### 4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for Line 4. Specific Use Not Recorded on CAF ☐

### 5a Additional acts authorized. In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information):

☐ Access my IRS records via an Intermediate Service Provider;  
☐ Authorize disclosure to third parties; ☐ Substitute or add representative(s); ☐ Sign a return;

☐ Other acts authorized: \_\_\_\_\_

- b Specific acts not authorized.** My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability.

List any other specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b): \_\_\_\_\_

- 6 Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here ☐ **►**

**YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.**

- 7 Signature of taxpayer.** If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, partnership representative, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the legal authority to execute this form on behalf of the taxpayer.

**► IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.**

Signature

Date

Title (if applicable)

Print Name

Print name of taxpayer from line 1 if other than individual

## Part II Declaration of Representative

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice, or ineligible for practice, before the Internal Revenue Service;
- I am subject to regulations contained in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
  - a** Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - b** Certified Public Accountant—a holder of an active license to practice as a certified public accountant in the jurisdiction shown below.
  - c** Enrolled Agent—enrolled as an agent by the Internal Revenue Service per the requirements of Circular 230.
  - d** Officer—a bona fide officer of the taxpayer organization.
  - e** Full-Time Employee—a full-time employee of the taxpayer.
  - f** Family Member—a member of the taxpayer's immediate family (spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
  - g** Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
  - h** Unenrolled Return Preparer—Authority to practice before the IRS is limited. An unenrolled return preparer may represent, provided the preparer (1) prepared and signed the return or claim for refund (or prepared if there is no signature space on the form); (2) was eligible to sign the return or claim for refund; (3) has a valid PTIN; and (4) possesses the required Annual Filing Season Program Record of Completion(s). **See Special Rules and Requirements for Unenrolled Return Preparers in the instructions for additional information.**
  - k** Qualifying Student—receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student working in an LITC or STCP. See instructions for Part II for additional information and requirements.
  - r** Enrolled Retirement Plan Agent—enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

**► IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.**

**Note:** For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column.

Designation— Insert above letter (a-r).	Licensing jurisdiction (State) or other licensing authority (if applicable).	Bar, license, certification, registration, or enrollment number (if applicable).	Signature	Date
a	AR	2010247		
a	AR	2007271		



## M E M O R A N D U M

DATE: August 29, 2019

TO: Ark-Tex Council of Governments (ATCOG)

RE: Purpose of Resolution Authorizing Representation in IRS Matter and Delegating Authority to Execute Form 2848 IRS Power of Attorney

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This memo explains the purpose of the resolution authorizing representation in the IRS matter concerning notice of proposed penalties for the late filing of IRS Forms 1094-C and 1095-C for the 2016 and 2017 federal tax years.

### Background:

In summary, TML IEBP was required to file forms 1094-B, 1095-B, with the IRS regarding health insurance coverage provided to Pool group employees. Forms 1094-B and 1095-B (the “B” Forms”) are required to be filed by health insurance issuers and carriers to report information to the IRS and employees regarding provision of minimum essential coverage under the Affordable Care Act. A separate 1095-B is filed for each employee with the IRS, and a copy is provided to the employee. Form 1094-B reports summary information for the issuer/carrier and transmits the Forms 1095-B to the IRS. TML IEBP has timely filed “B” Forms as an “issuer” of coverage each year since 2015, and provided copies to all Pool groups’ employees.

Forms 1094-C and 1095-C (the “C” Forms”) are required to be filed by employers with more than 50 full-time employees (Applicable Large Employers, or ALEs) to report information to the IRS about the ALE’s offer of health coverage to its employees. As with the “B” Forms, a separate 1095-C is filed for each Pool ALE Member employee with the IRS, and a copy is provided to the employee. Form 1094-C reports summary information for the ALE and transmits the Forms 1095-C to the IRS. The “C” Forms are used to determine if the employer is required to make the employer shared responsibility payment under § 4980H of A.C.A., and the eligibility of employees for a “premium tax credit.” TML IEBP filed “C” Forms for 2015 for all Pool ALE Members it identified as an ALE based on the number of employees enrolled in the benefit plan. However, due to an administrative error, TML IEBP did not file the forms for tax years 2016 or 2017 until the fall of 2018.

### IRS Notices

Several Pool ALE groups received IRS notices in August 2018 stating that the group was required to file the “C” Forms for 2016. TML filed “C” Forms for each Pool ALE group for 2016 on October 29, 2018, and for tax year 2017 on November 13, 2018. ALE groups have started receiving letters proposing to issue a penalty for failure to timely file the “C” Forms for tax year 2017. No letters proposing penalties have been received to date for tax year 2016.

Action Needed from the Governing Body:

TML MultiState IEBP (the "Pool") may have failed to timely file IRS Forms 1094-C and 1095-C (the "Tax Forms") for the 2016 and 2017 federal tax years on behalf of ARK-TEX Council of Governments (ATCOG), related to ATCOG's provision of minimum essential health coverage to its employees. The Board of Trustees of the Pool have agreed to resolve any proposed imposition of penalties and fines by the IRS for the late filing of the Tax Forms (the "Penalties") on behalf of all affected members of the Pool, including ATCOG. The Pool has engaged the law firm of Mitchell, Williams, Selig, Gates & Woodyard, PLLC ("Mitchell Williams") to represent the Pool and its members before the IRS with respect to any such Penalties, and the Pool shall be solely responsible for all communication with and payment of Mitchell Williams with regard to such matter. In order for Mitchell Williams and its attorneys to communicate with the IRS regarding any Penalties proposed to be assessed against ATCOG, an authorized official of ATCOG must execute a Form 2848 IRS Power of Attorney authorizing the attorneys to represent [organization] before the IRS.

The proposed resolution authorizes ATCOG to:

1. engage Mitchell Williams to represent ATCOG before the IRS with respect to resolving the proposed IRS Penalties that have been or may in the future be asserted against ATCOG; and
2. delegate an authorized ATCOG official to execute a Form 2848 IRS Power of Attorney for the purpose of granting the attorneys listed therein the authority to represent ATCOG before the IRS solely with respect any such proposed Penalties for tax years 2016 and 2017.

**RESOLUTION NO. EC19-027**

**RESOLUTION OF THE EXECUTIVE COMMITTEE OF ARK-TEX COUNCIL OF GOVERNMENTS [ATCOG] AUTHORIZING REPRESENTATION IN IRS MATTER AND DELEGATING AUTHORITY TO EXECUTE FORM 2848 IRS POWER OF ATTORNEY**

WHEREAS, the TML MultiState Intergovernmental Employee Benefits Pool (the “Pool”) may have failed to timely file IRS Forms 1094-C and 1095-C (the “Tax Forms”) for the 2016 and 2017 federal tax years on behalf of Ark-Tex Council of Governments [ATCOG], related to ATCOG’s provision of minimum essential health coverage to its employees; and

WHEREAS, the Pool has agreed to resolve any proposed imposition of penalties and fines by the IRS for the late filing of the Tax Forms (the “Penalties”) on behalf of all affected members of the Pool, including ATCOG; and

WHEREAS, the Pool has engaged the law firm of Mitchell, Williams, Selig, Gates & Woodyard, PLLC (“Mitchell Williams”) to represent the Pool and its members before the IRS with respect to any such Penalties, and the Pool shall be solely responsible for all communication with and payment of Mitchell Williams with regard to such matter; and

WHEREAS, in order for Mitchell Williams and its attorneys to communicate with the IRS regarding any Penalties proposed to be assessed against ATCOG, an authorized official of ATCOG must execute a Form 2848 IRS Power of Attorney authorizing the attorneys to represent ATCOG before the IRS; and

WHEREAS, ATCOG Executive Committee finds it necessary and proper to authorize Executive Director Chris Brown to execute a Form 2848 on behalf of ATCOG for such purpose;

**NOW THEREFORE, IT IS HEREBY RESOLVED:**

1. ATCOG is hereby authorized to engage Mitchell Williams to represent ATCOG before the IRS with respect to resolving the proposed IRS Penalties that have been or may in the future be asserted against ATCOG.
2. ATCOG Executive Director Chris Brown is hereby authorized to execute a Form 2848 IRS Power of Attorney, in the form attached hereto as Exhibit A, for the purpose of granting the attorneys listed therein the authority to represent ATCOG before the IRS solely with respect any such proposed Penalties for tax years 2016 and 2017.

PASSED AND APPROVED this 29th day of August, 2019

**APPROVED:**

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

**ATTEST:**



## Peppermill Hotel | Reno, NV | October 19 – 22, 2019

### *Friday, October 18*

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3:00 – 5:00 p.m.	Conference Registration
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### *Saturday, October 19*

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9:00 a.m. – 5:00 p.m.	Conference Registration
9:30 a.m. – 4:00 p.m.	Leadership Training for New Executive Directors
1:30 – 4:00 p.m.	Concurrent Learning Labs (2)
2:00 – 4:00 p.m.	NADO RF Advisory Committee Meeting
4:00 – 5:00 p.m.	NADO 101 for New Members
5:00 – 6:30 p.m.	New Member Reception

### *Sunday, October 20*

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8:30 a.m. – 5:00 p.m.	Conference Registration
8:30 a.m. – 3:30 p.m.	Mobile Workshop
9:00 – 11:00 a.m.	NADO RF Board & Executive Committee Meetings
10:00 a.m. – 12:00 p.m.	Concurrent Learning Labs (2)
12:30 – 2:00 p.m.	SERDI Council of Peers Meeting
1:00 – 3:30 p.m.	Concurrent Learning Labs (1)
2:00 – 3:30 p.m.	Concurrent Learning Lab (1)

**3:45 – 5:15 p.m.**                      **Membership Regional Caucus Meetings (6)**

**5:30 – 7:00 p.m.**                      **Opening Reception**

## *Monday, October 21*

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**7:00 a.m. – 5:00 p.m.**                      **Conference Registration**

**7:30 – 8:15 a.m.**                      **DDAA Breakfast**

**8:30 – 10:00 a.m.**                      **Opening Plenary: Becoming an Idea Friendly Community**

**10:00 – 10:15 a.m.**                      **Networking Break**

**10:15 – 11:45 a.m.**                      **Concurrent Sessions and Conversation Café (4)**

**10:15 a.m. – 12:00 p.m.**                      **NADO Executive Committee Meeting with EDA Leadership**

**12:00 – 1:30 p.m.**                      **Keynote Luncheon**

**1:45 – 3:15 p.m.**                      **Concurrent Sessions and Conversation Café (4)**

**3:15 – 3:30 p.m.**                      **Networking Break**

**3:30 – 4:30 p.m.**                      **Concurrent Sessions and Conversation Café (4)**

**3:30 – 5:00 p.m.**                      **Nominating Committee**

**5:00 – 6:30 p.m.**                      **Impact Awards Reception**

## *Tuesday, October 22*

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**8:30 a.m. – 5:00 p.m.**                      **Conference Registration**

**9:00 – 10:15 a.m.**                      **Plenary Session**

**10:15 – 10:30 a.m.**                      **Networking Break**

**10:30 – 11:45 a.m.**                      **Concurrent Sessions (4)**

**12:20 – 1:30 p.m.**                      **Lunch on Your Own**

**1:30 – 2:30 p.m.**                      **Closing Plenary Session**

**2:30 – 2:45 p.m.**                      **Networking Break**

**2:45 – 5:15 p.m.**                      **Annual Business Meeting**



**NADO Board of Directors Meeting**

<b>5:15 – 6:15 p.m.</b>	<b>Impact Award Photo Session</b>
<b>6:30 – 7:00 p.m.</b>	<b>Reception / Cash Bar</b>
<b>7:00 – 8:30 p.m.</b>	<b>President’s Award Dinner</b>

[View this email in your browser](#)



## You're invited to an Open House for the Texas Transportation Plan 2050 - Round 2

The Texas Department of Transportation (TxDOT) will host a second round of open houses to gather public input as part of the development of the **Texas Transportation Plan (TTP) 2050**. The TTP 2050 is the state's multi-modal, long-range transportation plan and serves as the guiding policy document to address the state's transportation needs. The TTP 2050 will include strategies for the development, construction, and implementation of projects and services for all transportation modes, and information about emerging transportation technology (i.e. self-driving cars) and emergency operations.

**TxDOT wants to hear from you as it plans for the future of Texas transportation. Even if you attended the first round of meetings, we strongly encourage you to return for the second round.**

Round 1 gathered public feedback on statewide goals and objectives, regional priorities and challenges, and transportation behaviors and preferences. For Round 2, TxDOT's

focus is to collect public input on how they should invest its limited resources given the state's massive transportation needs.

Also new for Round 2 is an interactive investments tool and a series of story maps on the Texas rural transportation system, emergency operations, and on the transportation modes TxDOT oversees.

You are invited to attend any of the open houses shown below, or visit the virtual open house which features digital versions of all materials found at the in-person meetings. **All open houses will take place from 5:30 p.m. to 7:00 p.m.**

For more information, or if you have any questions or concerns, please check out our webpage or contact the planning team:

Web: [www.txdot.gov](http://www.txdot.gov) using the keyword search "TTP 2050"

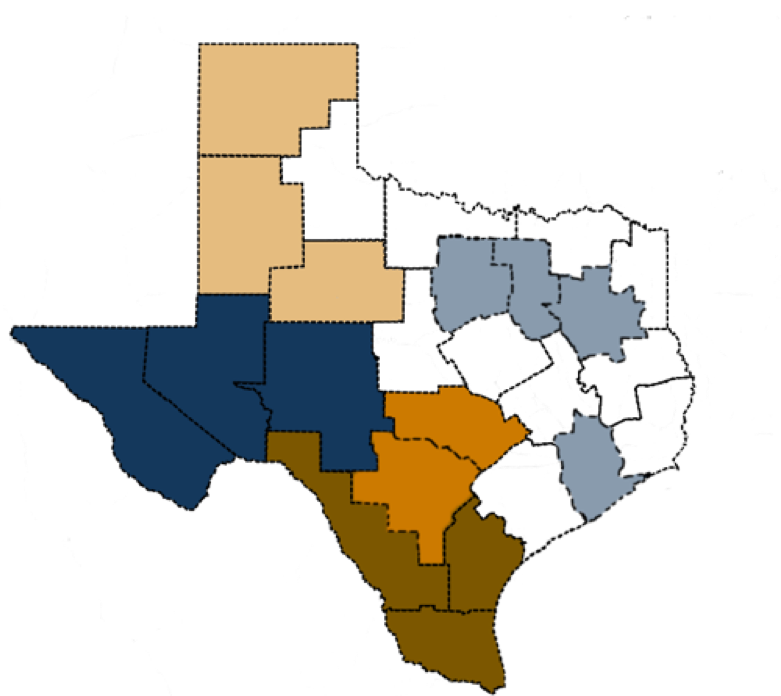
Email: [TTP\\_2050@txdot.gov](mailto:TTP_2050@txdot.gov)

Phone: 1-855-TEXAS-50 (839-2750)

Thank you for your time and interest!

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## Round 2 Schedule



City	Day	Location
San Antonio	Tuesday, September 3, 2019	Alamo Area Council of Governments (AACOG) Al J. Notzon, III Board Room 8700 Tesoro Drive, San Antonio, Texas 78217
Austin	Wednesday, September 4, 2019	TxDOT Headquarters Building 200, Room 1A2 (Open House 1A1) 200 E. Riverside Drive, Austin, TX 78704
San Angelo	Tuesday, September 10, 2019	TxDOT San Angelo District District Training Room 4502 Knickerbocker Rd, San Angelo, TX 76904
Odessa	Wednesday, September 11, 2019	UTPB Center for Energy and Economic Diversification (CEED) CEED Room #1210 1310 North FM 1788, Midland, TX 79707
El Paso	Thursday, September 12, 2019	El Paso Main Library Maud Sullivan Gallery 501 N. Oregon, El Paso, TX 79901
Laredo	Tuesday, September 24, 2019	TxDOT Laredo District Large Conference Room 1817 Bob Bullock Loop, Laredo, TX 78043
Corpus Christi	Wednesday, September 25, 2019	TxDOT Corpus Christi District REGN Training Room 1701 S. Padre Island Drive, Corpus Christi, TX 78416
Pharr	Thursday, September 26, 2019	TxDOT Pharr District Office Conference Center 600 W. US Expressway 83, Pharr, TX 78577
Amarillo	Tuesday, October 1, 2019	TxDOT Amarillo District Building H Conference Center (Open House HR Conference Room) 5715 Canyon Drive, Amarillo, TX 79110
Lubbock	Wednesday, October 2, 2019	TxDOT Lubbock District Mesquite Room 135 Slaton Road, Lubbock, TX 79404
Abilene	Thursday, October 3, 2019	TxDOT Abilene District Media Room (Open House Training Room 1) 4250 N. Clack St., Abilene, TX 79601
Houston	Monday, October 7, 2019	TxDOT Houston District 1st Floor Auditorium 7600 Washington Ave., Houston, TX 77007
Tyler	Tuesday, October 8, 2019	Tyler Rose Garden Center Camellia Room 420 Rose Park Drive, Tyler, TX 75702
Dallas/Fort Worth	Wednesday, October 9, 2019	North Central Texas Council of Governments (NCTCOG) Transportation Council Meeting Room 616 Six Flags Drive, Arlington, TX 76011



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