

****PUBLIC NOTICE****



CITY COUNCIL WORKSHOP AND REGULAR SESSION

Thursday, November 04, 2021 at 5:45 PM

City Hall | 3300 Corinth Parkway

Pursuant to section 551.127, Texas Government Code, one or more council members or employees may attend this meeting remotely using videoconferencing technology. The videoconferencing technology can be accessed at www.cityofcorinth.com/remotesession. The video and audio feed of the videoconferencing equipment can be viewed and heard by the public at the address posted above as the location of the meeting.

A. NOTICE IS HEREBY GIVEN of a Workshop and Regular Session of the Corinth City Council. The Regular Session is to be held immediately following the Workshop Session.

B. CALL TO ORDER

C. WORKSHOP AGENDA

- [1.](#) Interview a candidate for placement on the Keep Corinth Beautiful Board and discussion of same.
- [2.](#) Receive a report, hold a discussion, and give staff direction on the Technology Services Strategic Plan.
- [3.](#) Receive an update on the Lake Cities Fire Department Fire Training Field with the Little Elm Fire Department and North Central Texas College.
- [4.](#) Discuss and provide staff direction in submitting requests to the Denton County Transportation Authority (DCTA) strategic planning session.
- [5.](#) Discuss and consider a response to the proposed redistricting map for Denton County.
6. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

D. ADJOURN WORKSHOP

E. CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE

F. CITIZENS COMMENTS

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

G. CONSENT AGENDA

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Councilmember desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

- [1.](#) Consider approval of minutes from the October 21, 2021, City Council Meeting.
- [2.](#) Consider approval of a seven-year Lease Agreement between the Lake Cities Fire Department and Stryker Equipment in the amount of \$64,194 per year, for city-wide automated external defibrillators, heart monitors, power cots, and stair chair and authorize the City Manager to execute the necessary documents.

3. Consider approval of a contract with Sports Field Solutions to renovate the ball fields at Community Park, in an amount not to exceed \$76,158, through the BuyBoard, and authorizing the City Manager to execute the necessary documents.

H. BUSINESS AGENDA

4. Consider approval of entering into a contract with the Texas Water Development Board as the administrator of the Federal Emergency Management Agency's Flood Mitigation Assistance Program and authorizing the City Manager to execute the necessary documents. Total project cost \$3,876,844.20, Federal Share Not to exceed \$2,907,633.14, Local Share estimated to be \$969,211.06.
5. Consider and act on casting a vote for a member to the Denton Central Appraisal District Board of Directors, to serve a two-year term beginning January 1, 2022.
6. Consider and act on nominations, appointments, resignations, and removal of board and commission members for the Keep Corinth Beautiful Board and the Ethics Committee.

I. COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

J. CLOSED SESSION

The City Council will convene in such executive or closed session to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code. After discussion of any matters in closed session, any final action or vote taken will be public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

Section 551.071 - Legal Advice. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

- a. C&JJ Investments, LLC v. City of Corinth, Cause No. 21-5053-431, (431st Judicial District, Denton County, Texas).

Section 551.072 - Real Estate. To deliberate the purchase, exchange, lease, or value of real property if deliberations in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

- a. 1.747 acres, more or less, of land consisting of Lots 1,2, and 3, Block B of the F&H Addition north of Walton Drive and east of North Corinth Street. (H3)

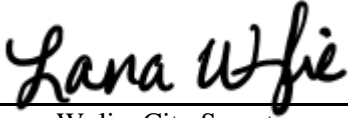
Section 551.087 - Economic Development. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

- a. Project Agora.

K. RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON CLOSED SESSION ITEMS

L. ADJOURN

Posted on this 29th day of October 2021, at 12:30 P.M., on the bulletin board at Corinth City Hall.

A handwritten signature in black ink, reading "Lana Wylie", is positioned above a horizontal line.

Lana Wylie, City Secretary
City of Corinth, Texas



CITY OF CORINTH

Staff Report

Meeting Date:	11/4/2021	Title:	Interview Keep Corinth Beautiful Board - Lancaster
Ends:	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input checked="" type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission Click to enter recommendation/decision of supporting group.		

Item/Caption

Interview a candidate for placement on the Keep Corinth Beautiful Board and discussion of same.

Item Summary/Background/Prior Action

On October 7th, 2021, Tara Lancaster submitted an application to serve on the Keep Corinth Beautiful Board. The Board currently has one vacancy due to Jessica Reaves declining to proceed with her appointed position, and the Board needs assistance.

Staff Recommendation/Motion

N/A

Submitted on Thursday, October 7, 2021 - 12:14am

Select the Board, Commission, or Committee for which you are applying. To apply for more than one board/commission, select all desired options by holding down the control key.

Keep Corinth Beautiful

Name Tara Lancaster

Occupation

Lawyer

Length of Residency in Corinth

12 years

Are you a registered voter

Yes

High School

Southlake Carroll High School

College

Suffolk University

Trade or Business School

University of North Carolina Law School

Hobbies

gardening

Are you currently serving on other Boards, Commissions, or Committees?

No

Have you served on a Board, Commission, or Committee before?

No

Please list organization memberships and positions held

Board Member, Dallas Children's Theater

Please List Areas of Special Interest

Conservation, restoration, native plantings, wildlife habitat



CITY OF CORINTH Staff Report

Meeting Date:	11/4/2021	Title:	Strategic Plan Technology Services
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Receive a report, hold a discussion, and give staff direction on the Technology Services Strategic Plan.

Item Summary/Background/Prior Action

A strategic technology plan serves as a roadmap for digital transformation of organization operations. It helps align new technology project implementations and changes with the future vision for the organization and its objectives.

Throughout summer 2021, Kevin Gunn of Windward Tech, along with Technology Services staff, met with key stakeholders from each department to identify key measures and goals, and how technology could be used to achieve the overall City goals and strategies. The attached report is the culmination of those meetings. In it, the City's technology needs are illustrated, and opportunities for improvement are highlighted, giving an overall roadmap for the next five years.

Financial Impact

N/A

Staff Recommendation/Motion

N/A

City of Corinth

Technology Strategy

2022-2027



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Summary

The City of Corinth seeks to create and document a five-year strategic technology plan to aid staff and management in choosing the best investment of limited technology resources. This summary describes the understanding of your situation and proposed project objectives, scope, assumptions, approach, schedule, team, and fees.

Background

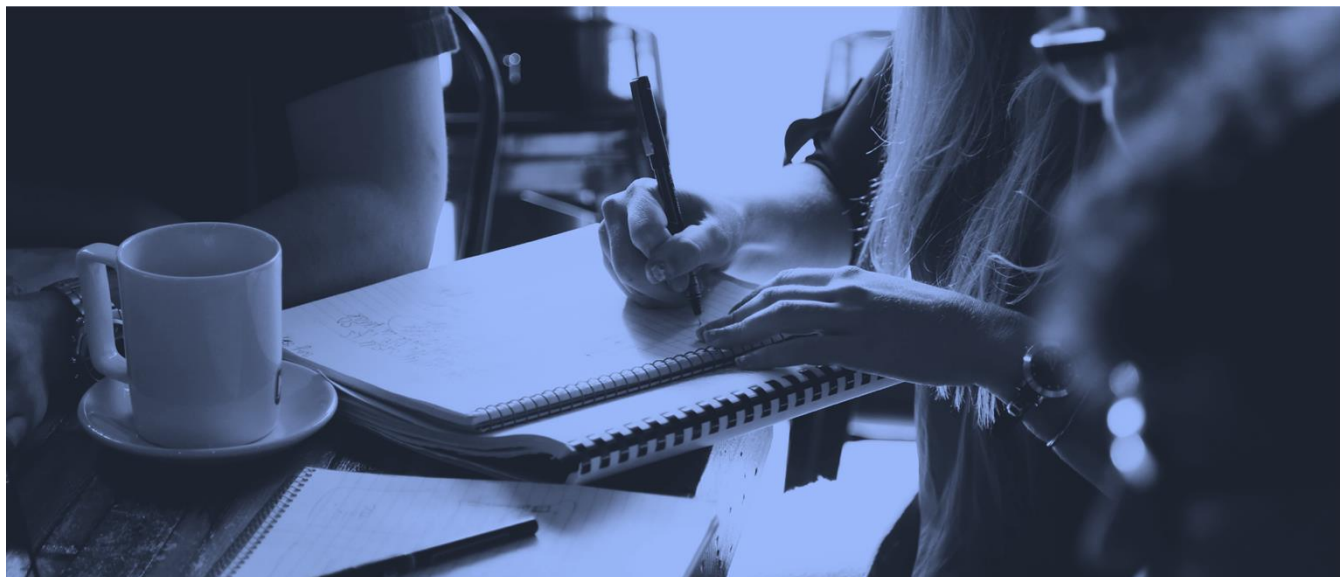
The City's Technology Services department strives to enhance the vitality and quality of life for all in Corinth by empowering the employees, residents, visitors, and businesses through sustainable, reliable, efficient, and effective technology services, infrastructure, and smarter government. Over the past five years, the department has grown in staff and complexity of the technology environment in response to the needs of the community and the delivery of municipal services.

Project Objectives

The overall objective of this project is to develop a five-year technology strategic plan that supports the City's plan and provides greater detail of leveraging technology in city government. Specific objectives are:

- Align the technology strategic plan with the City's plan
- Enable the Technology Services department to be proactive versus reactive
- Engage City leadership in developing the plan
- Identify opportunity of technology investments over the course of the plan
- Create a plan to guide operational activities of the Technology Services department

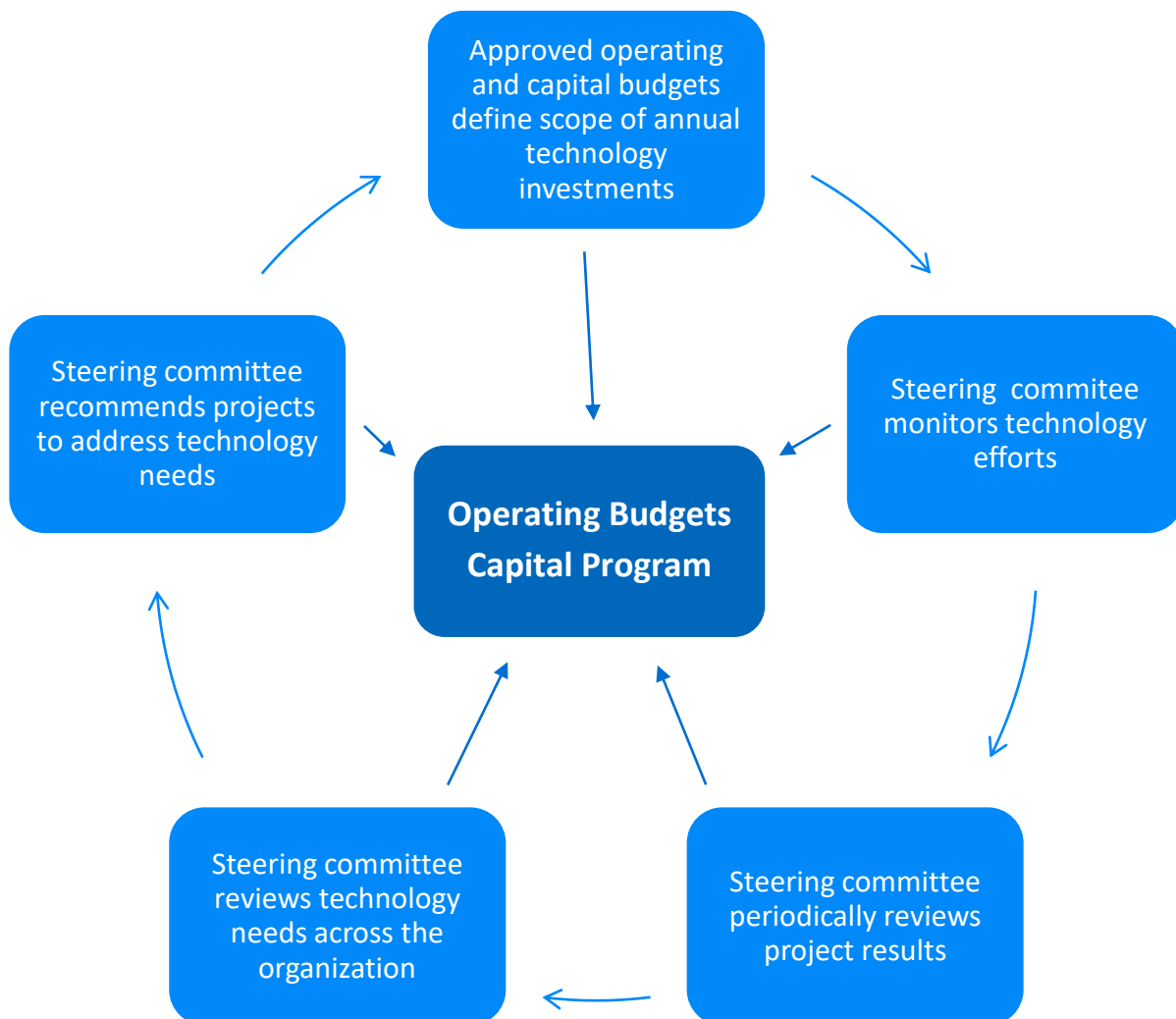
Interviews with Technology Services staff and the leadership of the other operating departments of the City. This Strategy Document identifies implications of the City-Wide Strategic Plan, documents the key Information Technology Strategies, and documents a governance structure to oversee the implementation of the plan.



Recommendations

- Revive governance practices – Corinth has a Technology Steering Committee which exercises governance over the technology investment for the city. This committee should reengage with technology activities to align the organization, management, and technology staff with the goals of the city.
- Adopt standard IT service delivery framework – The Information Technology Infrastructure Library (ITIL) documents best-practice in IT service delivery for organizations of all sizes. Corinth can benefit from judiciously choosing a few standard practices to implement with technology staff.
- Create IT internal service fund – Technology Services is currently a division of the General Fund. Creating an internal service fund to track goods or services shifted between departments on a cost reimbursement basis will improve management of the total cost of technology investments across the city. The fund will also aid in planning long term capital investments and replacement without significant variances in annual budgets.
- Align IT staff with efforts for success – Public Safety departments experience rapid expansion of technology in the department operations in recent years. IT staff were collocated and integral in the transition. This is a model of success for rapid technology deployment for other departments.

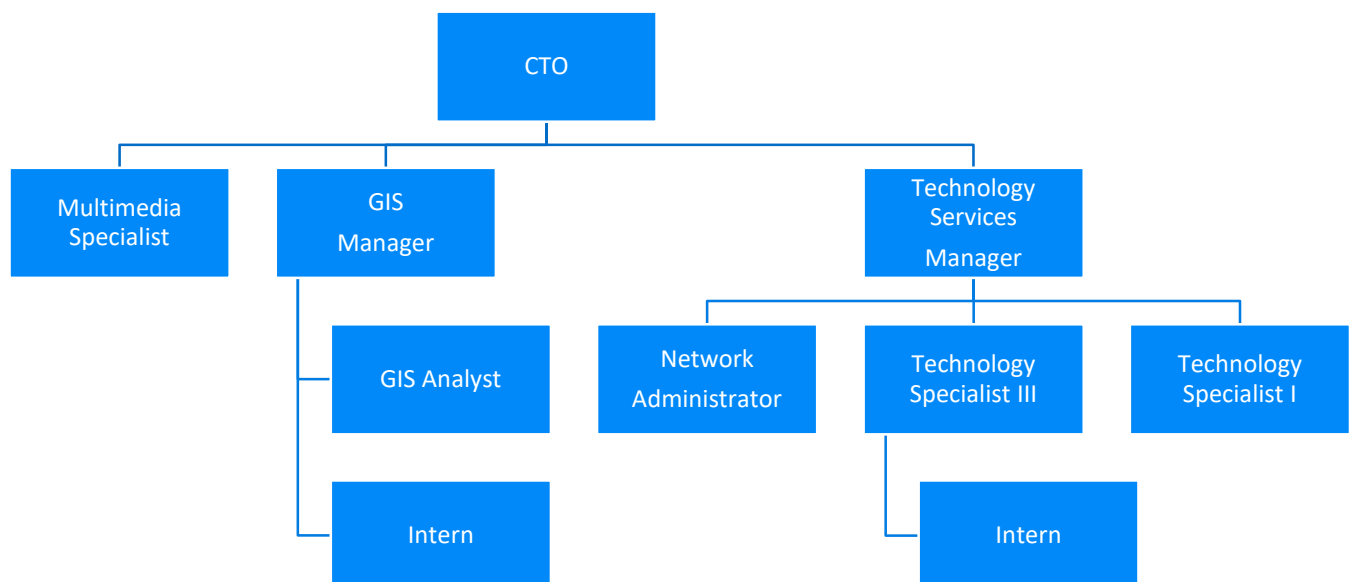
Governance is the process by which management aligns the technology investments with the goals and objective of the organization. A Technology Steering Committee comprised of City leadership will resume the oversight role for the City of Corinth. The Committee will routinely review project effort and determine the best utilization of limited resources to be invested in technology across the City departments. The review cycle is depicted below and is executed as part of the annual budget development process.



Budgets are approved in October for annual efforts. The Steering Committee will periodically review project status and assist in resolving risks or issues identified by project activities. Prior to next-year budget process kickoff, the Steering Committee will review technology needs identified in this plan and others that emerge throughout the year as a result of operations or changes in priorities of the City. The Committee will prioritize efforts based on needs and available resources and make a recommendation for projects to be funded in the next-year budgets. Once the next-year budget is adopted and the new fiscal year begins, the process starts over again.

Baseline Assessment

The Technology Services Department is comprised of eight full-time employees, of which five provide Information Technology solutions and services to the rest of the departments within the city government. Under the direction of the Chief Technology Officer, the services include voice and data communications; software and computing systems; and also, end-user computing such as desktops, laptops and tablet computers. The Geographic Information Systems function provides digital mapping services to City departments and regional services to other area agencies. In addition, a Multimedia Specialist produces video assets and assists in video streaming operations, and two intern positions that aid in delivering various services to departments. The network is comprised of six locations (soon to be seven) with 164 active users. There are approximately 71 business applications augmenting the business operations of the City. There are 233 personal computers, 37 tablets and 15 cellphones managed by the department. The primary data center is housed in City Hall with an additional data center in the Public Safety Building servicing law enforcement.



“We want to shift from constantly reacting to proactive management”

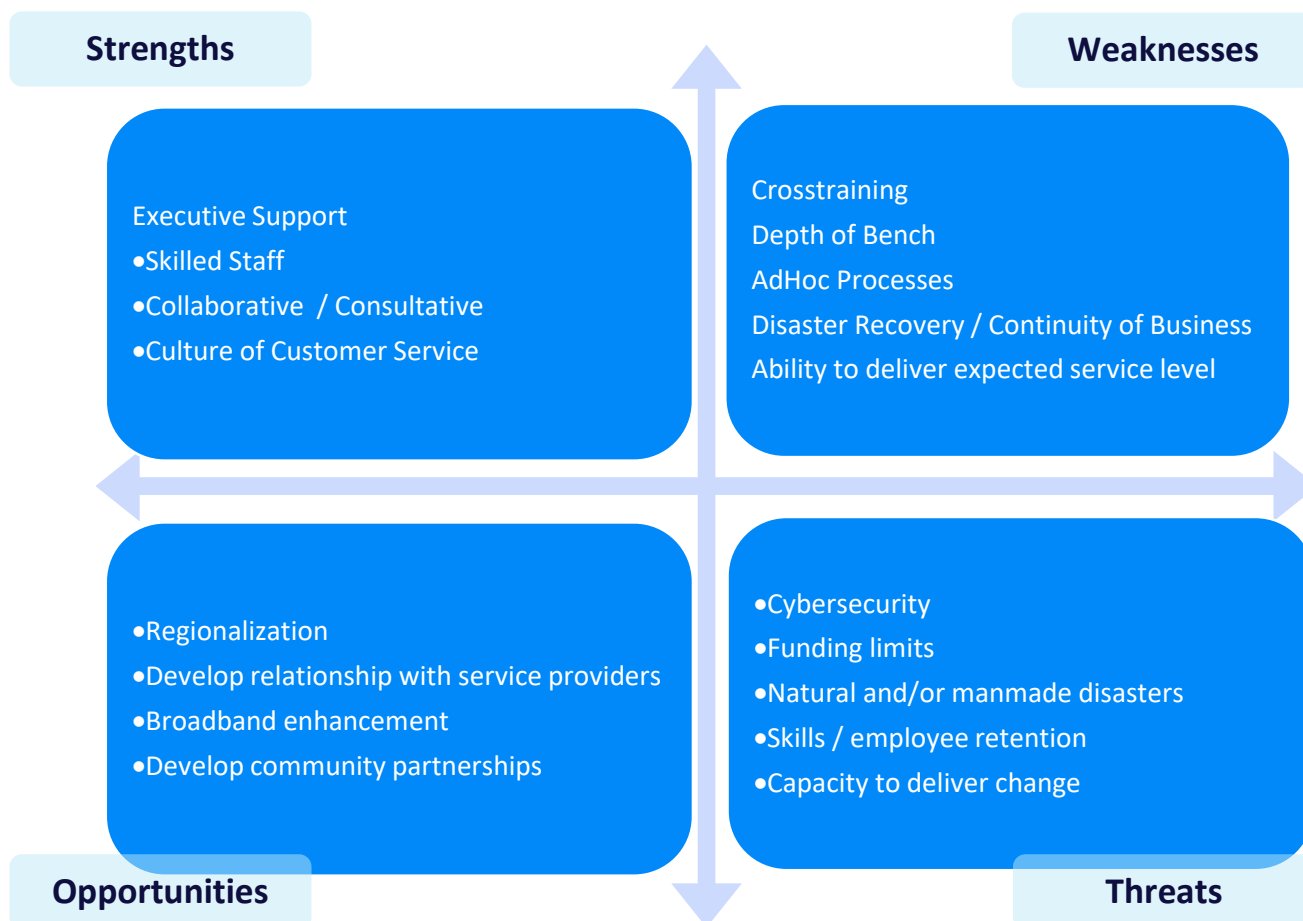
“Customer Service drives everything we do”



The TS department staff is small, as is typical for cities of the size of Corinth. There are challenges with a small staff regardless of the department function. Employees will occasionally have illness or take accrued vacation. A doctor appointment or childcare needs can take employees away from their duties. Often there is only one employee with a specific skillset or performing a specific function when the staff is small. When an employee is absent, service disruptions can be unavoidable. Also, upward progression is difficult when a department has few positions. Employees can only progress when turnover occurs. This can create difficulties in retaining skilled or professional staff.

Corinth should focus on opportunities for cross training employees to the greatest extent possible. Cross training will create opportunities for professional development for staff to learn new skills, while aiding in the retention of employees who may otherwise leave the organization. Cross training can also help avoid service disruption when the primary employee takes leave. Corinth should also develop formal, written progression plans to be shared with employees to motivate and retain employees who may otherwise leave the organization for career progression.

SWOT Analysis



A SWOT analysis was performed with the following insights.

Strengths:

- The Technology Services (TS) Department has strong executive support to leverage technology to the greatest extent in delivering municipal services to the community.
- TS staff are skilled and competent in their roles and routinely achieve goals and objectives set by management.
- TS staff and colleagues in the other departments collaborate on technology initiatives and the development of technology plans.
- All of the TS staff have instilled a culture of customer service with the objective of delivering a consistently high level of service to the customer.

Weaknesses:

- The TS staff is specialized and supports a broad range of operations across the City. Each position has only one employee with a focus on their specialty. The volume of work affords little time for training across specialties.
- Since each position has only one employee, there is not a backup for the primary employee. Disruption to service delivery can occur when employees are out sick, on vacation or when turnover occurs.
- There is a minimum level of redundancy in Corinth's technology infrastructure. Best practice is to have redundancies for mission critical systems in a separate geographic location for continuity of business.
- As the City grows and demand for municipal services grows, the TS staff will be challenged to maintain service levels at current staffing levels.

Opportunities:

- Corinth and surrounding areas are experiencing rapid growth. Area communities can achieve efficiencies and minimize costs to taxpayers and rate payers by providing service in a regional approach.
- Corinth can gain benefits and influence commercial capital investment by developing relationships with service providers in the community, particularly in infrastructure technologies such as communication networks and Internet Service Providers.
- The community demographic is comprised of people who expect and depend on robust data communication networks and Internet connectivity. Driving service provider investments in this area will attract further development and benefit the City government.
- Community partners such as school districts, higher education, government entities, and private property owners are independently making investments in technology for their operations and security. Partnerships can be developed to cultivate mutual benefits from these investments with minimal impact to Corinth budgeted expense.

Threats

- Cybersecurity is a persistent and evolving threat to organizations of all sizes and all industries. Board rooms and governing bodies across the country are increasing focus and emphasis on mitigating cyber threats.
- Funding limits are putting pressure on local government budgets. Along with the increased demand for municipal services that comes with a growing community, the Texas State Legislature is limiting local control and municipal government's ability to increase revenues.
- Natural and manmade disasters can impact municipal infrastructure and staff disrupting the ability to provide municipal services to the community.
- A skilled workforce is necessary to deliver the high level of service and the modern methods of service delivery demanded by communities. Attracting and retaining skilled workers is critical to successful service delivery.
- The capacity to deliver change within every organization is limited. Organizations must think about the ability to adopt and ingrain new technology and work processes to maximize capital investments in technology.

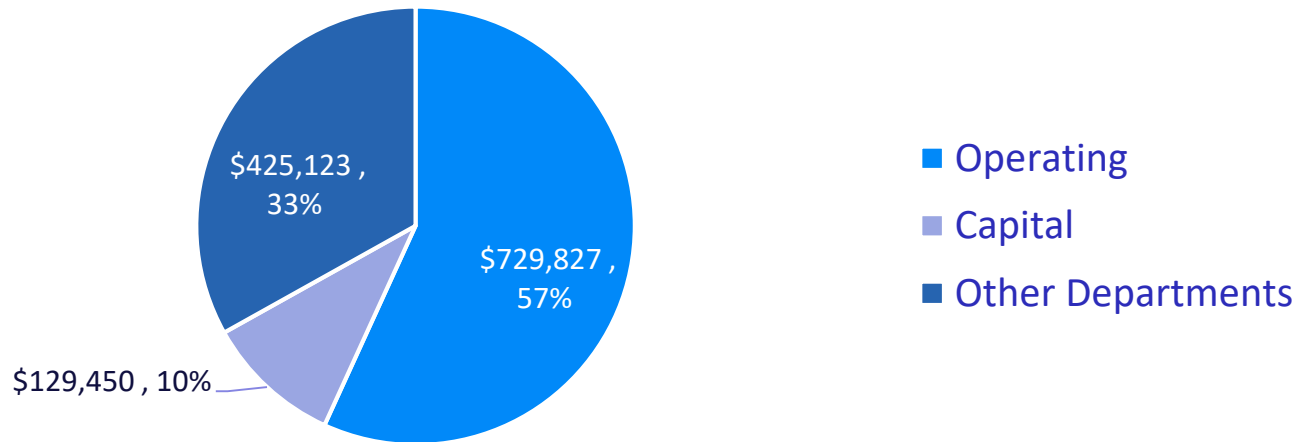
Financials

The City expended \$1,284,400 on information technology in FY 20-21 which represents 3.3% of total revenues for the same period. These expenses were divided among operating expense, including salaries and benefits (57%); capital outlay (10%); and software maintenance expense paid in other department budgets (33%). In comparison to benchmark organizations, Corinth IT expenditure as a percentage of revenue of 3.3% is between 25th percentile and the median. The level of technology funding has remained consistent over the past five years.

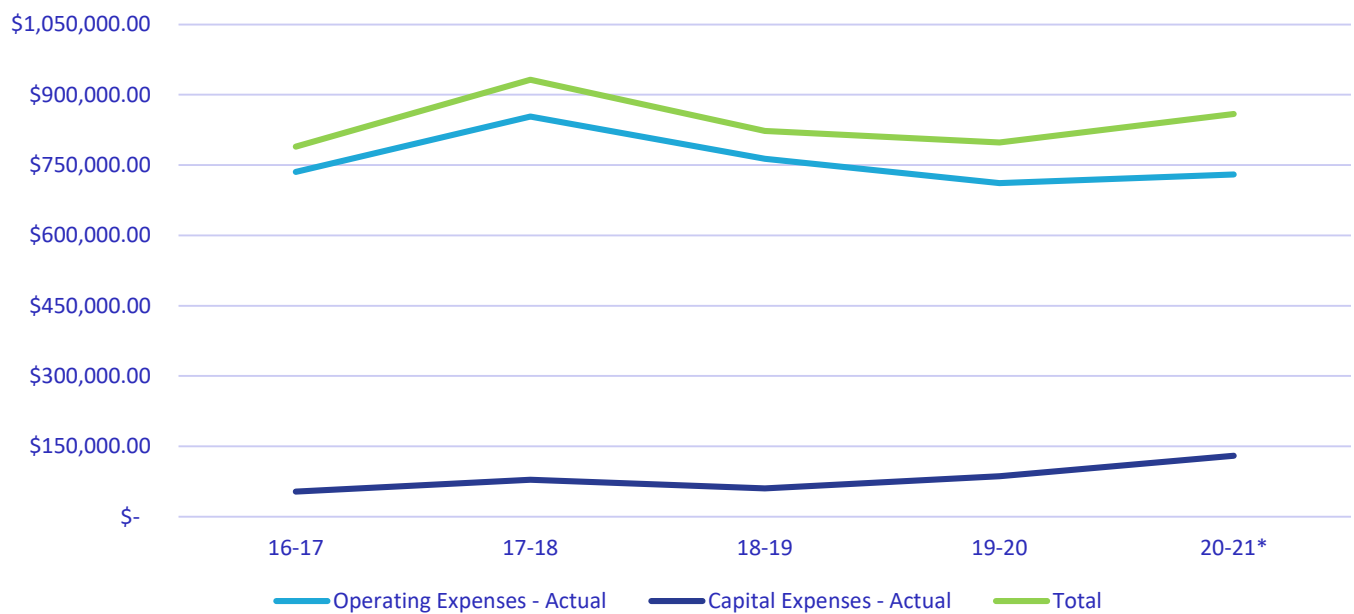
To normalize comparisons across organizations of different sizes, expenses are divided by the number of employees and the number of computers including desktop and laptops. Corinth's IT spending per employee is \$7,832 which is slightly above the benchmark median of \$6,752. Spending per computer is \$5,512 which is slightly below the benchmark median of \$7,258. Both metrics indicate an appropriate investment in technology for a municipal government organization and not out of line with comparable organizations.

Personnel costs including salaries and benefits represent 44% of technology expense which exactly matches the benchmark cities indicating staffing levels are adequate.

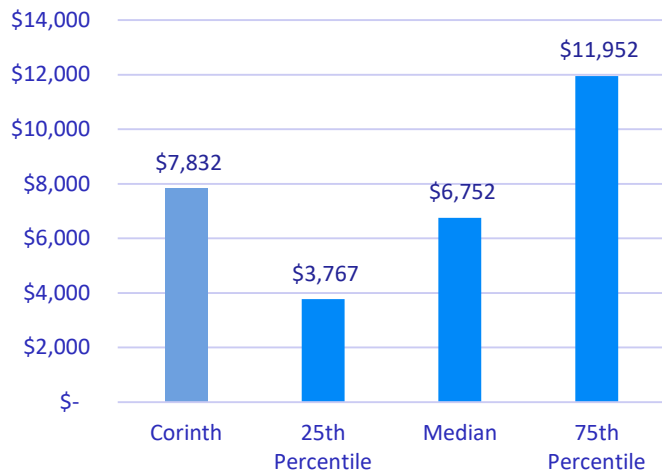
FY 20-21



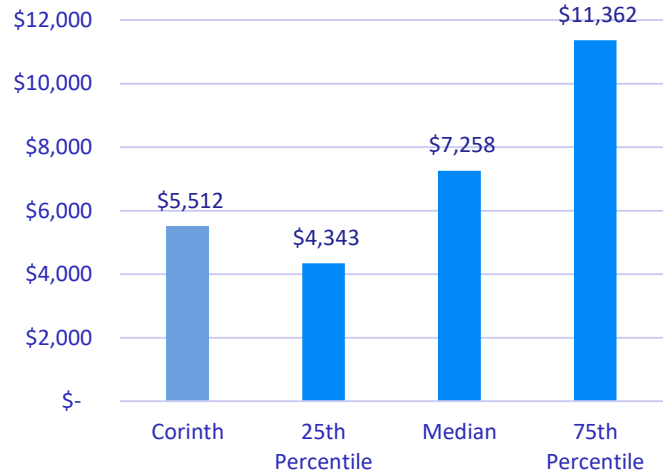
Technology Services Budget by Fiscal Year



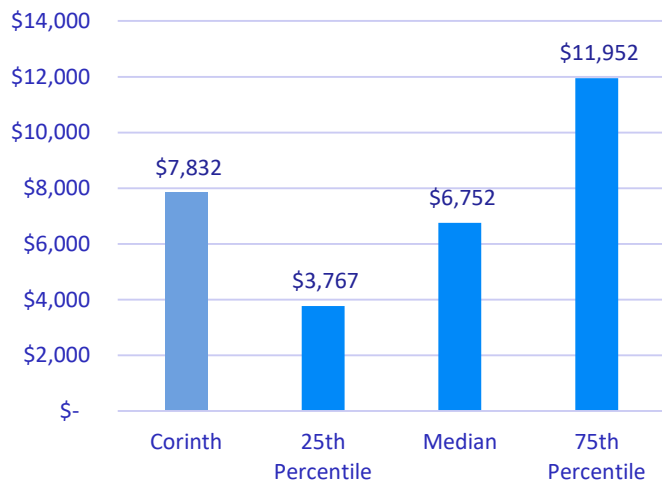
Total IT Spending per Employee



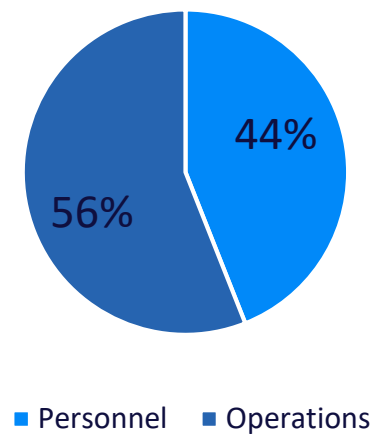
Total IT Spending Per PC



Total IT Spending per Employee



Corinth



Management

Strong IT managers take measures to align the IT organization's efforts with the goals and objective or the broader organization. In this manner the IT organization can deliver tremendous value compared to the resources invested. Corinth has a Technology Steering Committee comprised of the senior leadership that is intended to guide the technology investments of the City to achieve the greatest value. This committee should resume regular meetings to aid the Technology Services department in implementing the objective of the technology plan.

The Information Technology Infrastructure Library (ITIL) is a set of documented best-practice processes and procedures for robust and predictable IT service delivery. ITIL is applicable to technology operations of all sizes, though smaller organization implement only a subset of the processes as a practical matter. Corinth delivers a high level of customer service, but it does so in an ad-hoc manner. This approach will not scale up as Corinth implements more technology to aid in municipal service delivery. ITIL can aid Technology Service department managers to streamline and standardize service delivery; document processes; formalize and measure service levels; and support continue process improvement efforts. Specifically, Corinth should work to implement the following practices: Service Desk, Service Level Management; Change Management; Measurement and Reporting; Information Security; and Continuous Improvement. These changes will take sustained effort over the term of the technology plan. A nominal schedule is provided below with information security spread throughout the plan.

- *Year 1* - Service Desk to capture and categorize all incidents/build KB
- *Year 2* – Service Level Management to prioritize all services (High/Medium/Low) and develop service level targets
- *Year 3* – Change Management – perform gap analysis and formal documentation of change management procedures
- *Year 4* – Measurement and reporting
- *Year 5* – Continuous improvement: Plan – Do – Check – Act loop

Technology Strategy

Discussions with staff and management lead to the development of the following technology goals:

- **Leverage Digital Systems** – using systems instead of labor-intensive, manual processes will gain efficiencies in the operations of Corinth. Existing technology investments should be utilized to the greatest extent to drive return on investment.
- **Workforce Multipliers** – labor is one of the greatest expenses of municipal government. Systems can help increase the productivity of the existing workforce to meet the needs of growing demand for municipal services.
- **Data-driven Management** – data is generated continually as a result of daily operations. This data can be collected and analyzed to provide insights in support of management decision-making and wise deployment of limited resources.
- **Community Partnerships** – seeking to involve community partners in the process of governing and municipal service delivery can drive civic engagement, support regionalization efforts, and create an ecosystem where community members make technology investments and share the benefits with community members.
- **IT Service Management** – management governance, standards-based service delivery combined with staff development creates a robust IT organization that can support rapid deployment and adoption of technology throughout the organization.

Goal A: Leverage Digital Systems

Government organizations tend to have many labor-intensive, paper-based processes since these are relatively easy to implement, require less training and computer skills, and on the surface appear to be a least-cost approach. However, the labor cost and error rate for this approach quickly overcome cost savings as the operation scales. By leveraging digital systems, business leaders can avoid unforeseen cost implications. The efficiency aspect should be considered for every new initiative and when redesigning processes.

1. Drive return on investment with existing systems – Corinth made substantial investments in digital systems prior to developing this plan. Expanding use of these systems to the greatest extent will maximize these prior investments.
2. Implement new digital systems – parts of the organization continue managing work with spreadsheets and paper documentation. Implementing work management and asset tracking systems will improve accuracy and streamline operations.
3. Technology foundation – digital systems rely on a robust, reliable, and redundant technology infrastructure requiring continual update and renewal of the software and equipment.

Goal B: Workforce Multipliers

Demand for municipal services is growing as an influx of development occurs in the community. Revenues lag behind the increase in demand because of the lag in appraisals. This means that the existing workforce has to increase service delivery without increases in headcount. Workforce multipliers are technologies that increase the capabilities of the workforce without additional labor.

1. Labor saving technology – often described as “smart city” technologies, labor saving technology can increase the efficiency of tasks so that employees can accomplish the same or better service level with less effort.
2. Drive continuous process improvement – driving errors and inefficiencies out of work processes will recover unproductive time to be invested in more value-added tasks.
3. Flexibility in accessing digital resources – the workforce is utilizing the City’s computing resources in more field and remote site locations. Getting more value out of resources means having the resources available wherever work is performed.

Goal C: Data Driven Management

The City of Corinth generates thousands of data points every day as a result of operations. Responses to requests for service or requests for information create data. Fleet vehicles generate high resolution data about their movements, utilization and operating efficiency. Billing systems, asset management systems, building environmental systems all generate data that can be captured and analyzed to gain management insights about the work of the government and deployment of limited resources.

1. Capture operational data to support management decision making – consider the information needed to measure, monitor, improve, and report the status and health of business processes and ensure the data needed is collected.
2. Make data available – collecting information about operation will help managers make wise decisions and has the added benefit of supporting government transparency.
3. Develop data driven skillset in staff – supporting the City-wide goal of professional development, data-driven skills must be developed in the workforce to make use of the information collected about the operations.

Goal D: Community Partnerships

Many organizations in the community are making independent plans to invest in technology efforts. Other government organizations, educational institutions, private service providers, some residential and commercial property owners throughout the community will be purchasing technology for their use and purposes. Coordinating efforts can generate economies of scale and uses which would not require funding above what is currently planned and budgeted. The effort invested in coordination can generate many mutual benefits without increasing expense.

1. Civic engagement – there is public mistrust in government at all levels: Federal, State and Local. Engaging the public in the process of governing will help dissolve mistrust.
2. Regional service provider – duplication of efforts and building duplicate service delivery infrastructure across multiple communities is inefficient and stretches limited resources thin. Taking a regional approach can achieve great efficiencies as pressure on general fund revenues and enterprise fund capital increases.
3. Partner ecosystem – engaging community partners and combining public technology investments with private investments can generate mutual benefits and lower expense.

Goal E: IT Service Management

Technology can generate great value when leveraged to support government operations, but it will have to be supported and maintained just like other equipment. Keeping the technology infrastructure functioning at peak performance requires the commitment of the organization and deliberate management planning. Planned and reactive maintenance activities are necessary to keep existing technology infrastructure operating at peak performance. Resource planning is necessary to manage the technology life cycle of that infrastructure. Engaging the entire organization in the planning effort garners support and aligns efforts with the goals of the organization.

1. Management governance – a robust management governance system can ensure that the limited resources are invested in the areas of greatest benefit to the overall organization.
2. Information Technology Infrastructure Library (ITIL) – adopting standard processes for IT service delivery can ensure a consistently high level of service delivery
3. Technology staff development and progression – creating a career path and mobility for staff with in-demand skillset will help keep skills current and retain skilled employees.

Technology Plan

Goal	Strategy
A - Leverage Digital Systems	A1 - Drive return on investment of existing systems
	A2 - Implement new systems where none are used
	A3 - Ensure a strong technology foundation
B - Workforce Multipliers	B1 - Labor saving technology
	B2 - Drive continuous process improvement
	B3 - Flexible access to digital resources
C - Data-driven Management	C1 - Data supports management decisions
	C2 - Data is available
	C3 - Develop data driven skillsets
D - Community Partnerships	D1 - Civic engagement
	D2 - Regional service provider
	D3 - Partner ecosystem
E - IT Service Management	E1 - Governance structure
	E2 - Information technology infrastructure library (ITIL)
	E3 - Technology staff development and progression

The tables below outline the projects planned. The plan should be reviewed and revised each year as part of the budget preparation process. Priorities can change within the organization and available funding levels fluctuate. Project cost will change in response to economic conditions. Cost estimates should be gathered for the next year effort and entered in the plan as part of the capital budgeting process.

Category	Project	FY22	FY23	FY24	FY25	FY26
Leverage Digital Systems	Physical Security		X	X	X	X
	Watchguard access point at City Hall		X			
	Call Center Upgrades (ARP)	110,000				
	SCADA Firewall	6,900				
	EOC SCADA System (ARP)	25,000				
	Point to point radio (ARP)	75,000				
	Annual Computer rollout	100,000	X	X	X	X
	Laserfiche License additions	19,000				
	Laserfiche Forms Expansion - Records Retention		X	X	X	X
	Investment Management System			X		
	Financial Report Preparation Software			X		
	Court Audio/Visual Upgrades for in-person hearings		X			
	City Hall Audio/Visual Equipment	10,000				
	Fiber installation for FS 1			X		
	Online transactions				X	

Category	Project	FY22	FY23	FY24	FY25	FY26
Workforce Multipliers	Lift station Camera System (ARP)	75,000				
	WW Video Management System (ARP)	31,500				
	License Plate Reader Cameras		X	X	X	X
	Watchguard Cameras		X	X	X	X
	Airdata - Drones		X			
	Bigbelly Solar Trashcans		X	X	X	X

Category	Project	FY22	FY23	FY24	FY25	FY26
Data Driven Management	Planning and Development System		X			
	Public Works Asset management / workorder system		X	X	X	
	Parks Irrigation system		X	X	X	
	Employee onboarding system	6,000				
	Time entry system	27,500				

Category	Project	FY22	FY23	FY24	FY25	FY26
Community Partnerships	Community Engagement Projects		X	X	X	X
	NCTC Relationship	X	X	X	X	X
	Neighborhood Association Relationships		X	X	X	X
	Commercial Property Owners Relationships		X	X	X	X
	Regional Service Delivery					
	- Police					
	- Fire					
	- Broadband					
	- LCMUA GIS	X	X	X	X	X

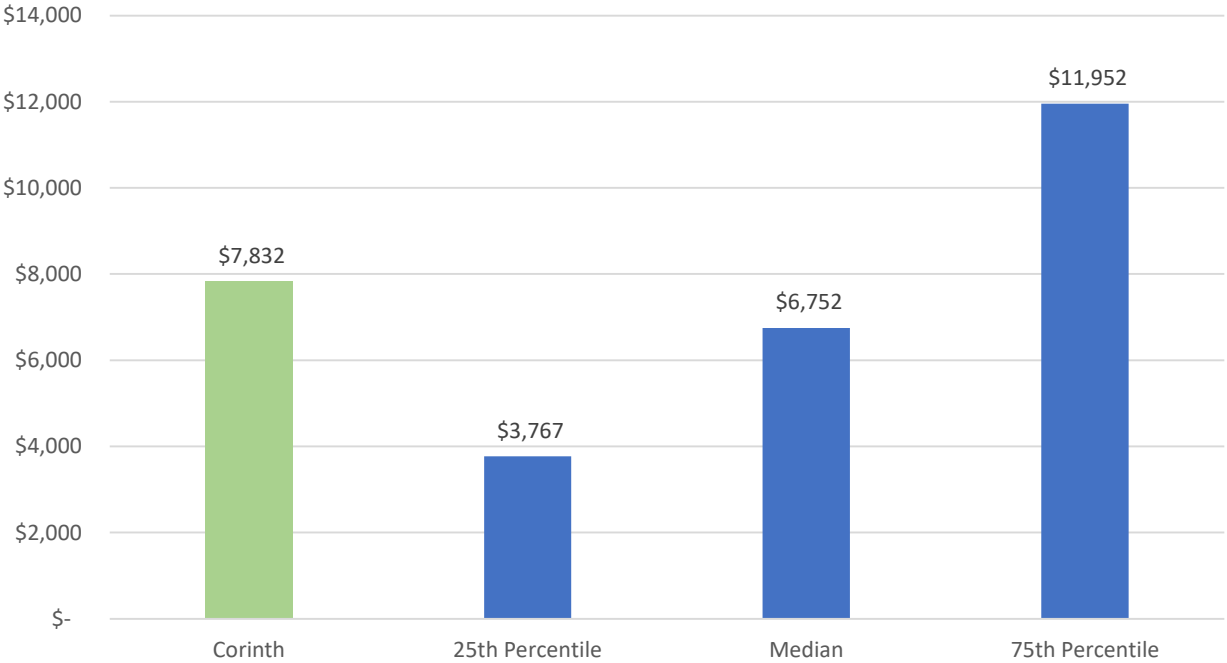
Category	Project	FY21-22	FY22-23	FY23-24	FY24-25	FY25-26
IT Service Management	ITIL Framework	X	X	X	X	
	IT Ticketing System	X				
	Management Governance structure	X				
	Information Security					
	- Keypass					
	- Email Encryption					
	- Multifactor Authentication		X	X	X	X

Technology Services Technology Plan 2022 - 2027

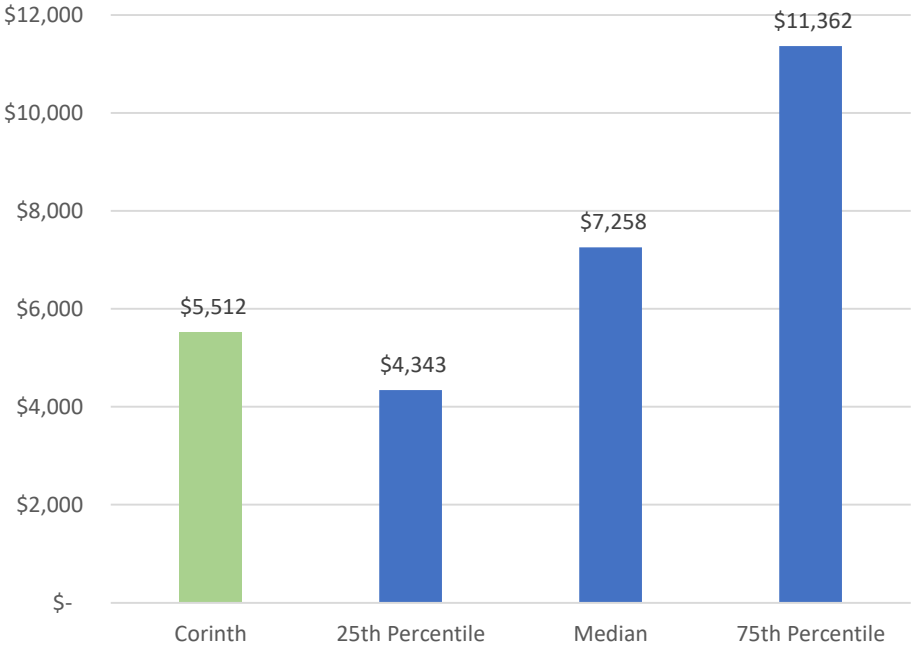
Purpose

- Review and Benchmark Technology Services Department
- Develop goals and strategies for technology investments
- Align the technology strategic plan with the City's plan
- Engage City leadership in developing the plan
- Identify opportunity for technology investments over the course of the plan
- Create a plan to guide operational activities of the Technology Services department

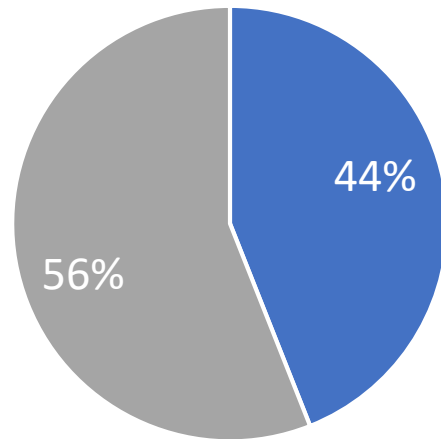
Total IT Spending per Employee



Total IT Spending Per PC

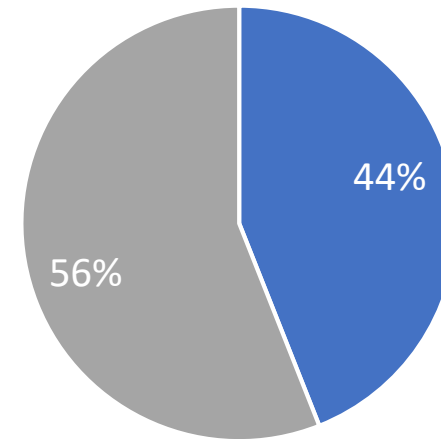


Corinth



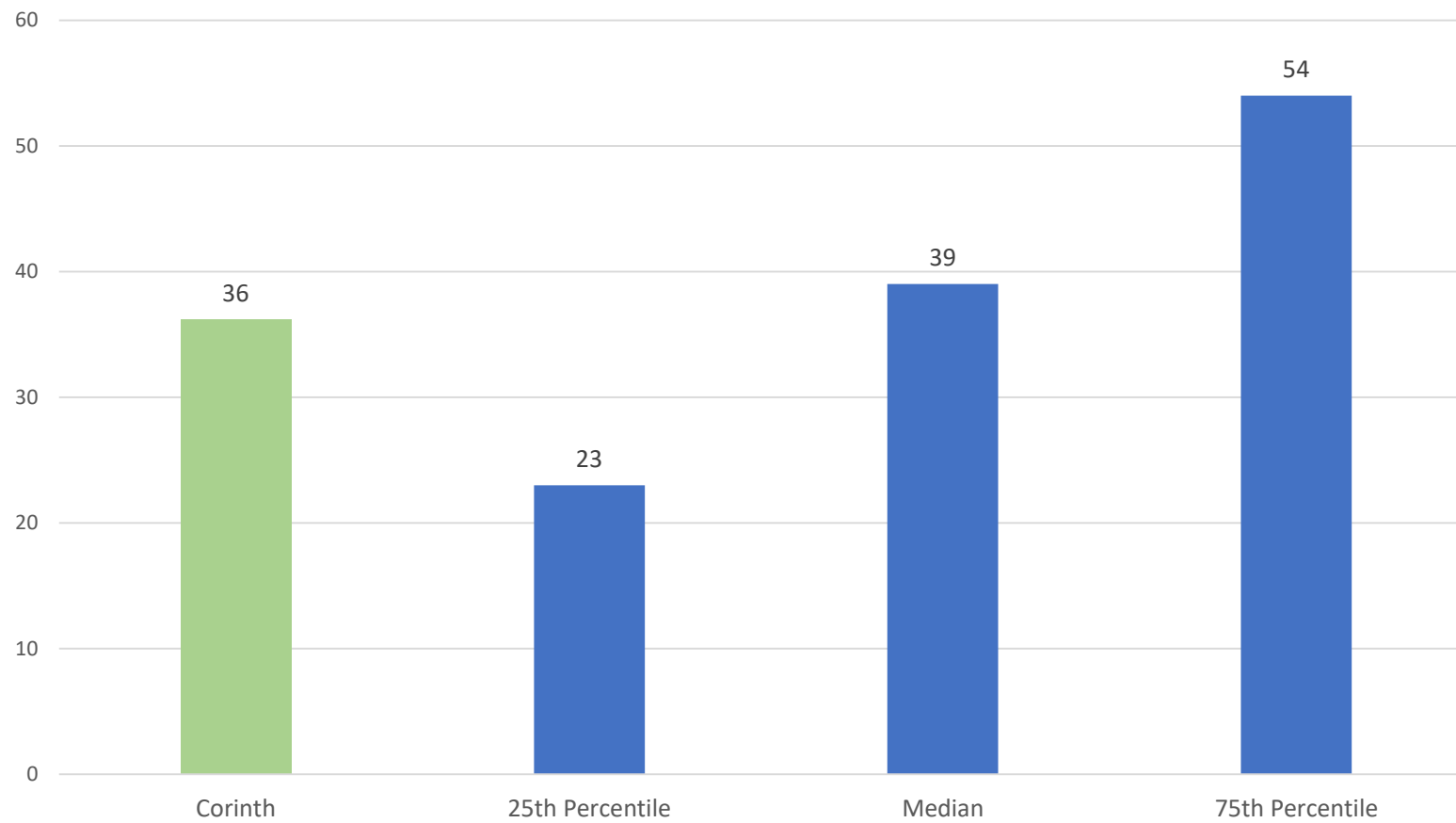
■ Personnel ■ Operations

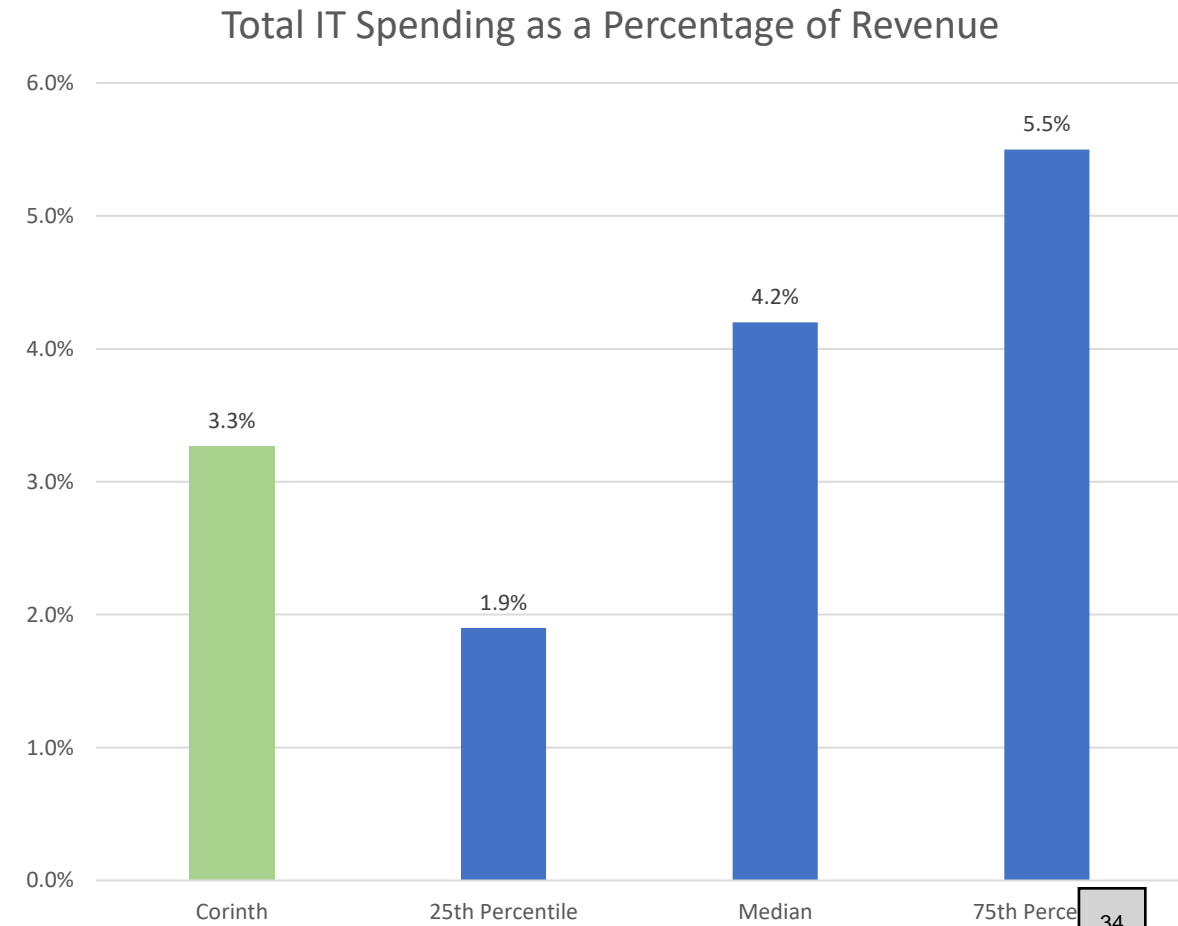
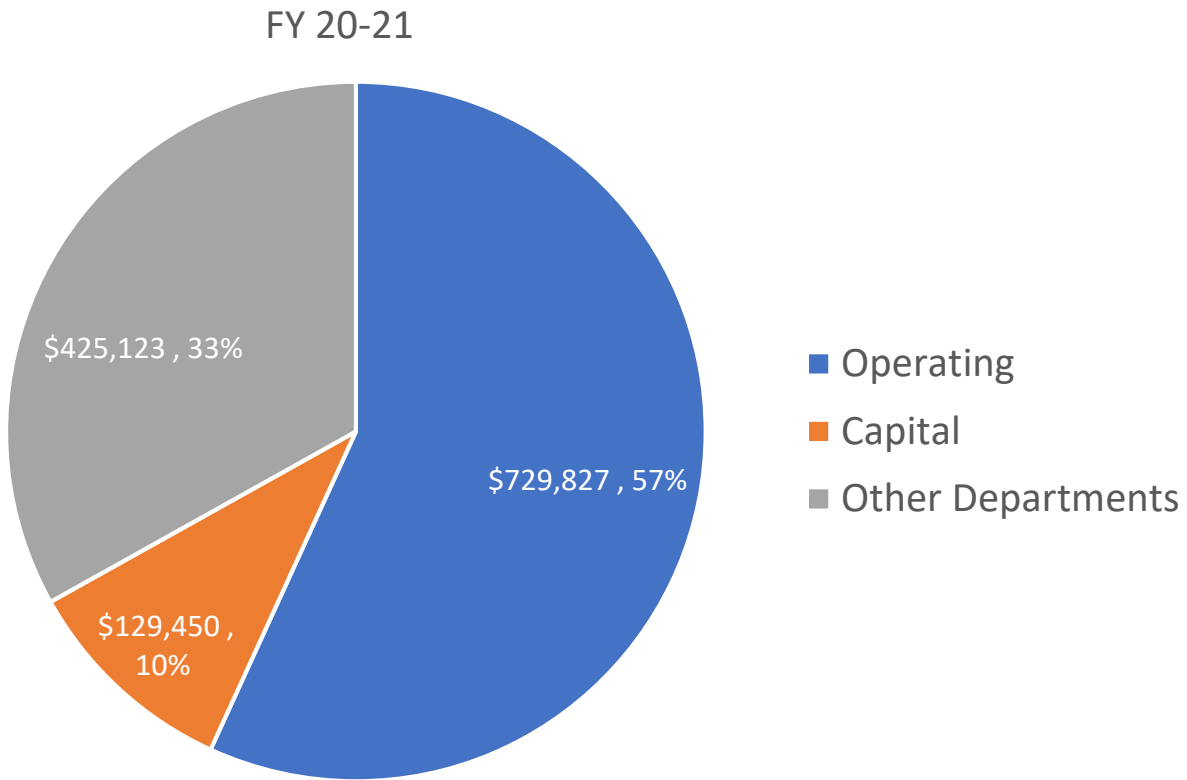
Benchmark



■ Personnel ■ Operations

Users per IT Staff Member

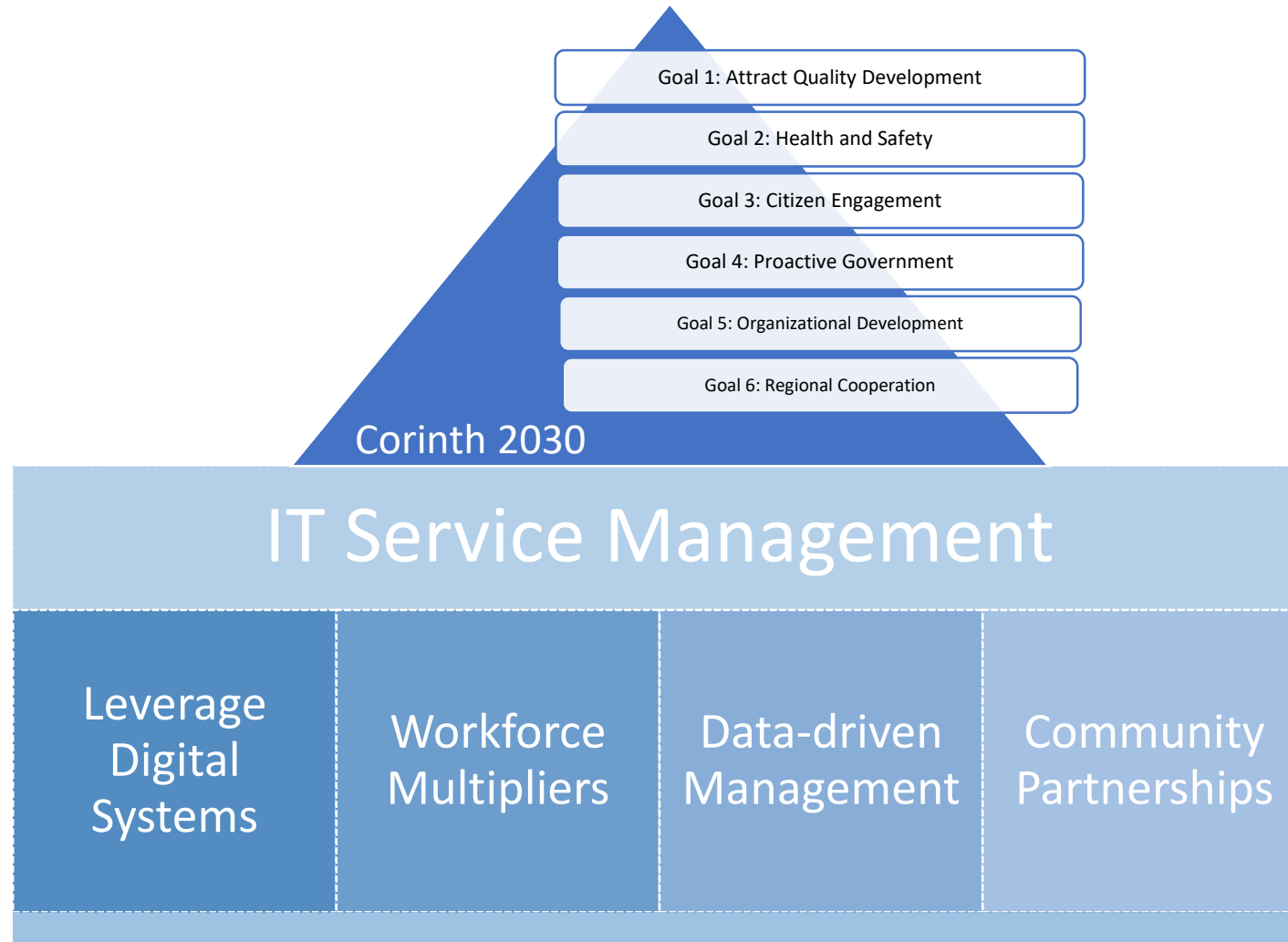




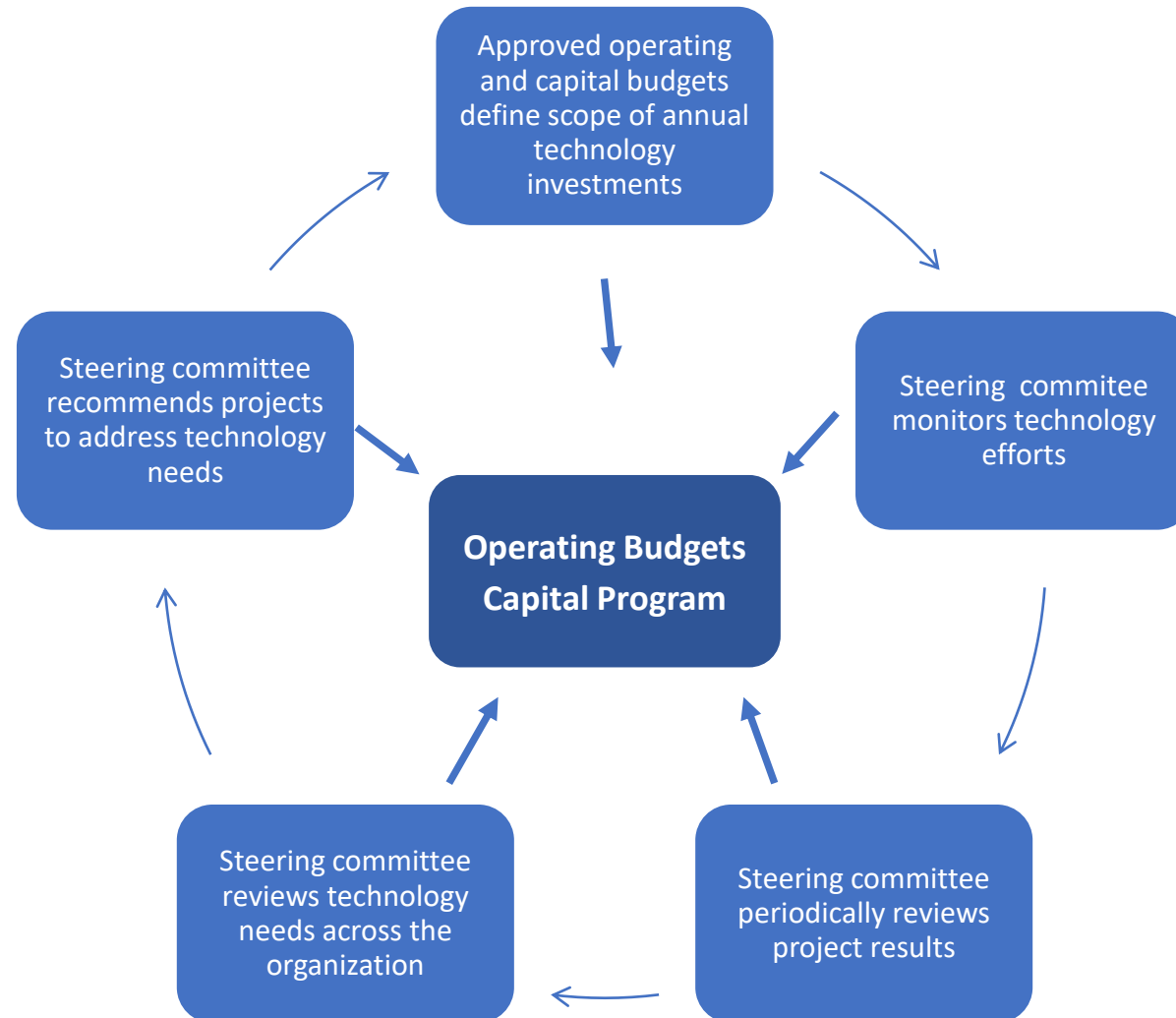
SWOT Analysis



Technology Services Strategic Plan



Governance



Recommendations

- **Revive governance practices** – Corinth has a Technology Steering Committee which exercises governance over the technology investment for the city. This committee should reengage with technology activities to align the organization, management and technology staff with the goals of the city.
- **Adopt standard IT service delivery framework** – The Information Technology Infrastructure Library (ITIL) documents best-practice in IT service delivery for organizations of all sizes. Corinth can benefit from judiciously choosing a few standard practices to implement with technology staff.
- **Create IT internal service fund** – Technology Services is currently a division of the General Fund. Creating an internal service fund to track goods or services shifted between departments on a cost reimbursement basis will improve management of the total cost of technology investments across the city. The fund will also aid in planning long term capital investments and replacement without significant variances in annual budgets.
- **Align IT staff with efforts for success** – Public Safety departments experience rapid expansion of technology in the department operations in recent years. IT staff were colocated and integral in the transition. This is a model of success for rapid technology deployment for other departments.

Question and Comments



CITY OF CORINTH

Staff Report

Meeting Date:	11/4/2021	Title:	Update LCFD Fire Training Field
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

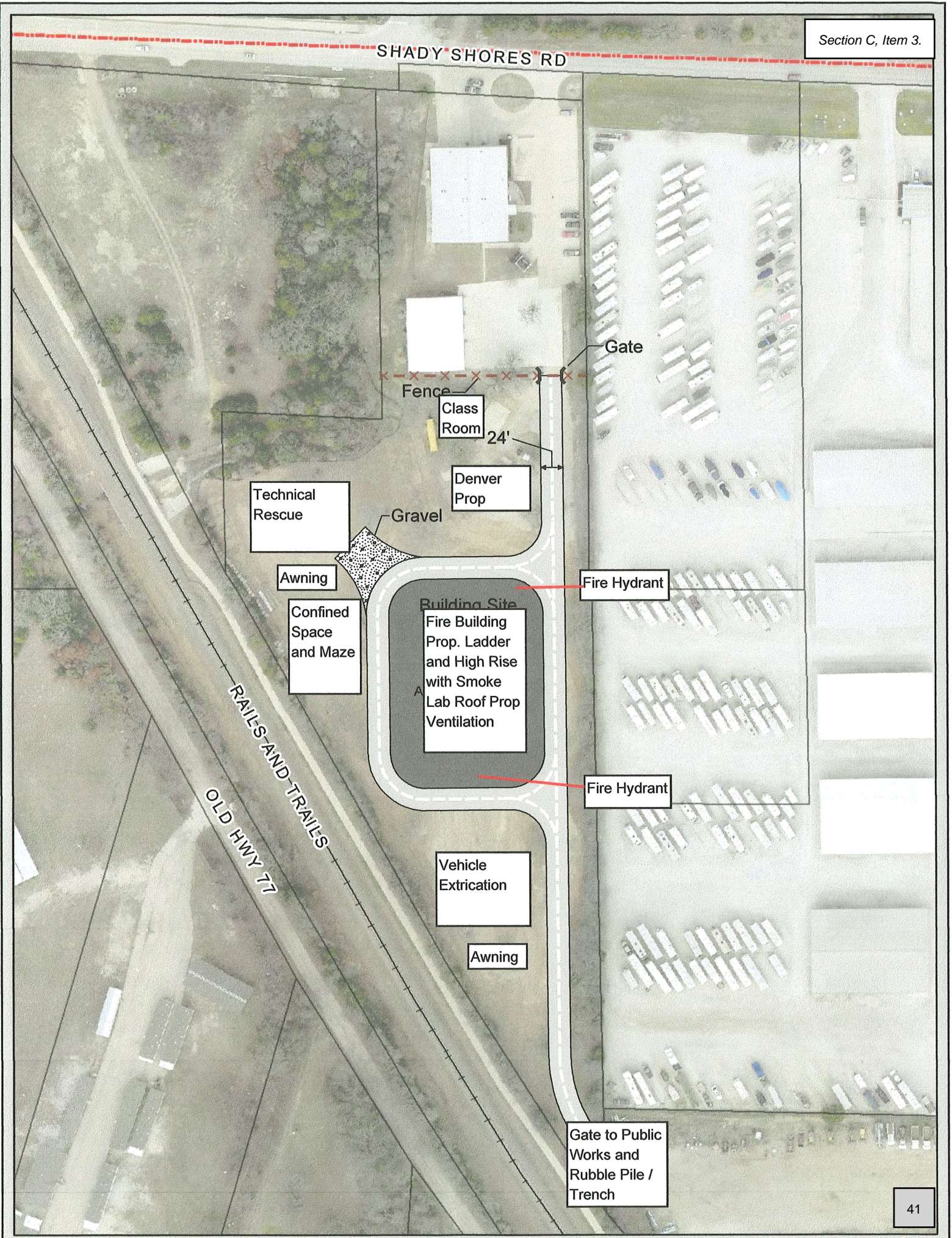
Receive an update on the Lake Cities Fire Department Fire Training Field with the Little Elm Fire Department and North Central Texas College.

Item Summary/Background/Prior Action

In 2015, the Lake Cities Fire Department and Town of Little Elm entered into an Interlocal Agreement collaborating on the creation of a training field for fire personnel. This collaboration has extended to include North Central Texas College. A map of the facility is included.

Staff Recommendation/Motion

N/A

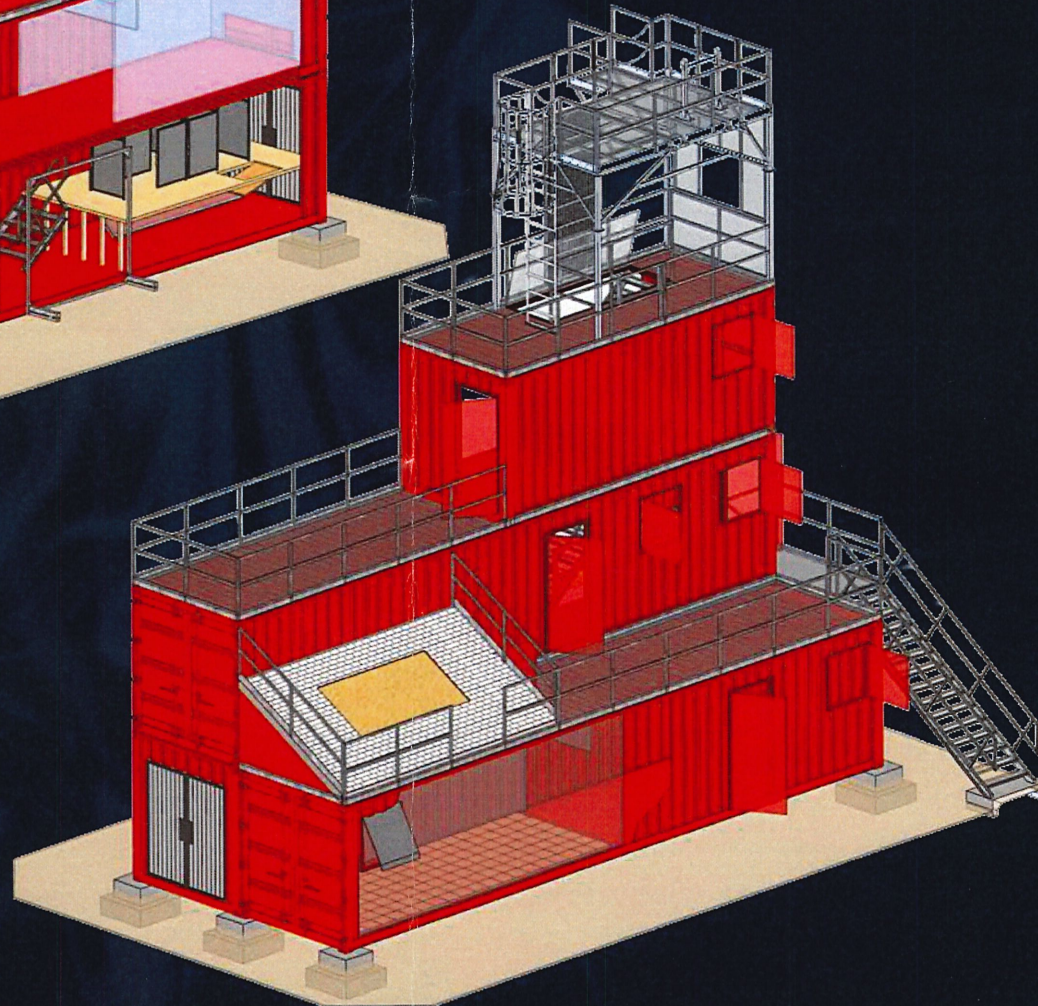
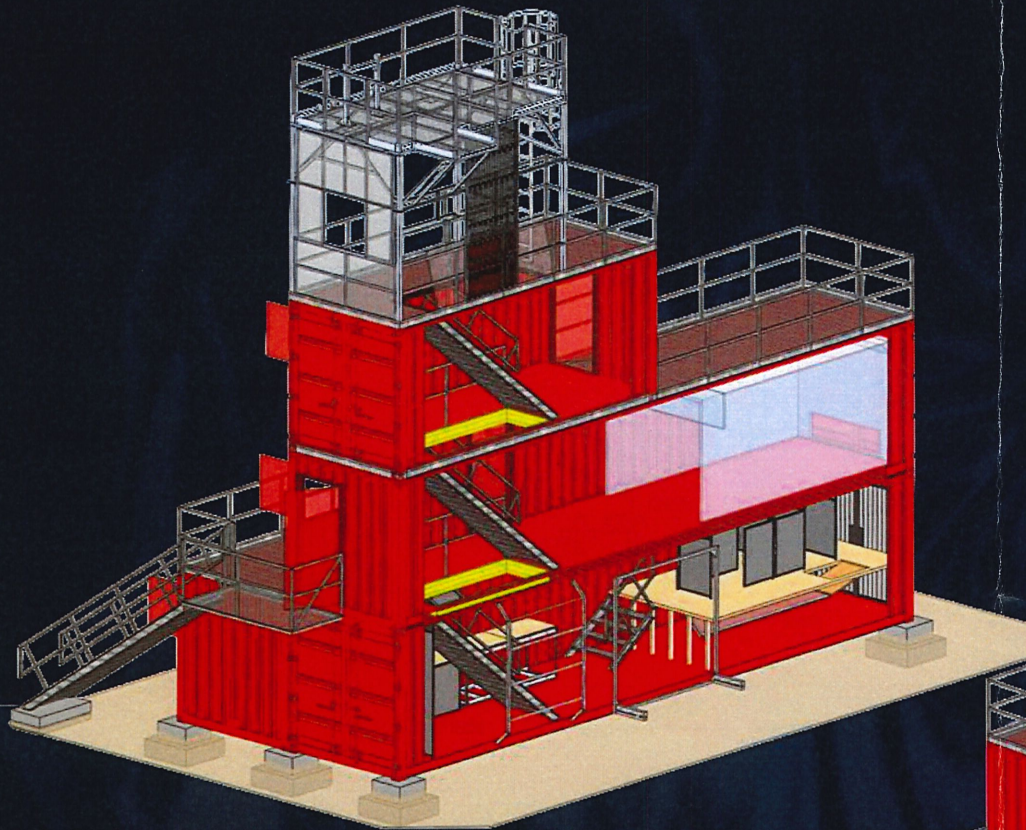




West Coast: Phoenix, AZ
East Coast: Long Island, NY
1-877-268-8303
www.mobilefireunits.com

- 3 – 40' CONTAINERS
- 1 – 20' CONTAINER
- 2 – BURN ROOMS
- TEMPERATURE MONITORING SYSTEM
- RECONFIGURABLE SCBA MAZE
- SHORING PROP
- WALL BREACH PROP
- INTERIOR STAIRS
- EXTERIOR STAIRS
- ACTIVE ROOF
- OSHA COMPLIANT GUARDRAIL SYSTEM
- RAPPELLING TOWER
- STANDPIPE SYSTEM
- SPRINKLER SYSTEM
- PITCHED ROOF PROP
- FORCED ENTRY DOOR
- REBAR CUTTING PROP
- GARAGE DOOR PROP
- PERSONNEL DOORS
- DENVER WINDOW

BULLHEAD SYSTEM





CITY OF CORINTH

Staff Report

Meeting Date:	11/4/2021	Title:	Response DCTA Strategic Planning Session
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Discuss and provide staff direction in submitting requests to the Denton County Transportation Authority (DCTA) strategic planning session.

Item Summary/Background/Prior Action

DCTA is preparing to discuss their strategic goals or direction for the upcoming five plus years. Staff recommends the City Council prepare a letter requesting consideration of Corinth's plans for the Agora District and potential NCTC expansion.

A draft letter will be prepared for the workshop.

Staff Recommendation/Motion

N/A



CITY OF CORINTH

Staff Report

Meeting Date:	11/4/2021	Title:	Response Commissioner Redistricting Maps
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Discuss and consider a response to the proposed redistricting map for Denton County.

Item Summary/Background/Prior Action

Denton County is currently in the process of completing redistricting maps for commissioner precincts, justice of the peace and constable precincts as well as voting precincts.

After receiving the delayed U.S. Census data in late August, the state redistricting maps needed to be completed first before Denton County could begin work at the county level. Counties that are split by congressional, legislative, or State Board of Education district boundaries, as is the case in Denton County, must change their voting precinct boundaries to conform to the new district lines before elections can be held in the new districts.

When the county received the state redistricting maps, which Gov. Abbott signed on Oct. 25, they began moving forward on the process to create four commissioner precincts with a population each of around 226,000, plus or minus 10% as allowed by law between the lowest and highest populated precincts.

Following discussions at the Oct. 26 Commissioners Court meeting, the county presented guidelines to their Elections Administration for moving forward. A copy of those guidelines is on our website at <https://www.dentoncounty.gov/1568/Denton-County-Redistricting-Guidelines>.

On Oct. 28, proposed redistricting maps were posted on the Denton County website to begin receiving public input. The first meeting will be held on Nov. 2 with a second meeting scheduled for Nov. 9. Public input is welcome at both meetings.

Please take the time to review the proposed maps and share your thoughts with us via email to aidetocommissionerscourt@dentoncounty.gov.

The county's goal is to have the redistricting process completed in time for the first day for candidates to file for a place on the 2022 general primary election ballot on Nov. 13.

Financial Impact

N/A

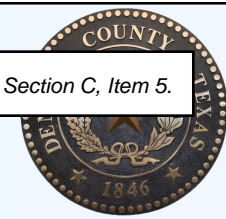
Applicable Owner/Stakeholder Policy

N/A

Staff Recommendation/Motion

N/A

Section C, Item 5.

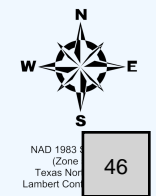


Andy Eads - County Judge
 Ryan Williams - Commissioner Precinct 1
 Ron Marchant - Commissioner Precinct 2
 Bobbie J. Mitchell - Commissioner Precinct 3
 Dianne Edmondson - Commissioner Precinct 4

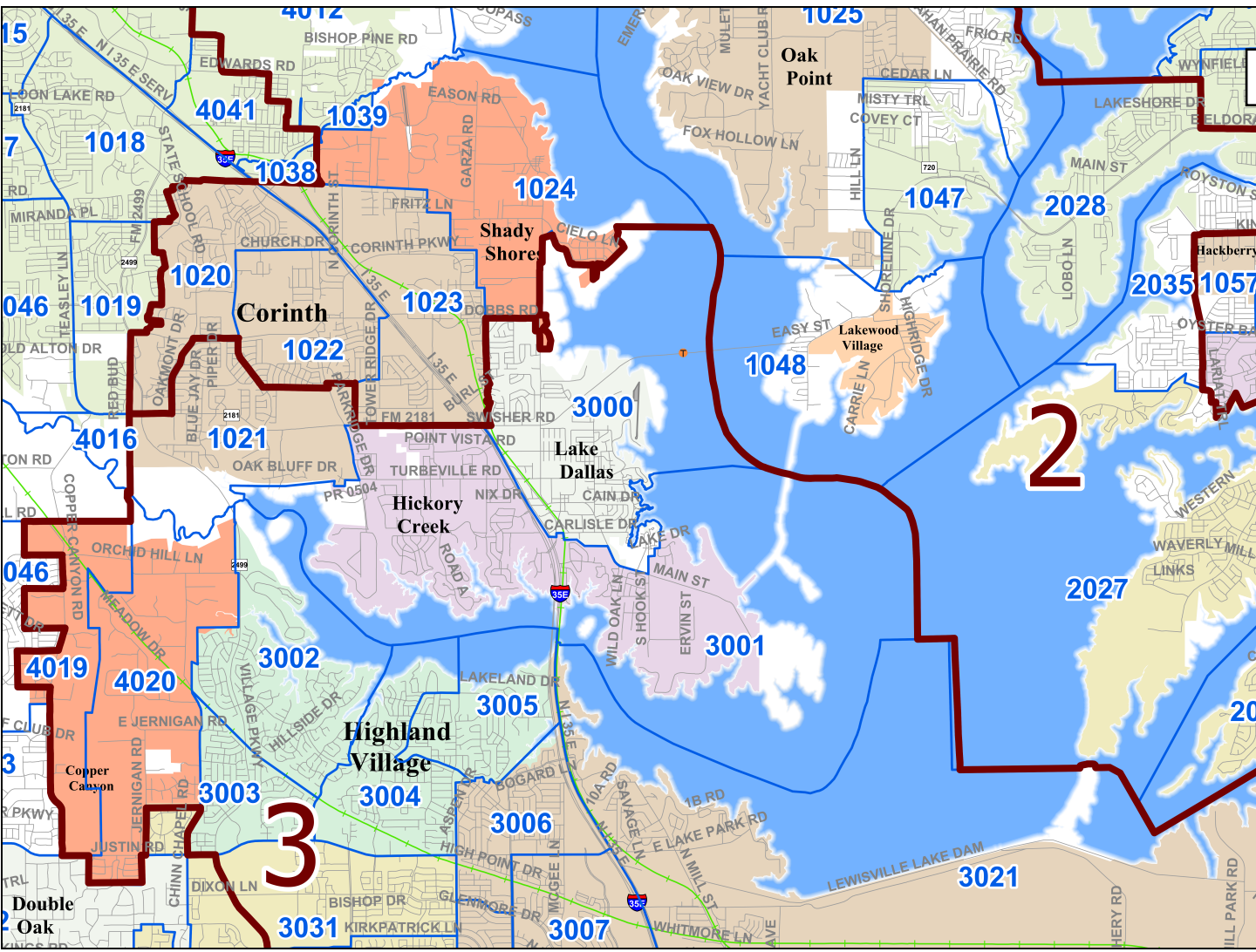
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
- MINOR ROADS
- RAILROADS
- AIRPORTS
- STREAMS
- LAKES & PONDS
- PROPOSED COMMISSIONER PRECINCTS
- CURRENT VOTER PRECINCTS*

*Voter Precincts are subject to change

City Population
 Denton > 100,000
 Lewisville 40,000- 100,000
 Corinth 10,000- 39,999
 Sanger 2,000- 9,999
 Powder < 2,000

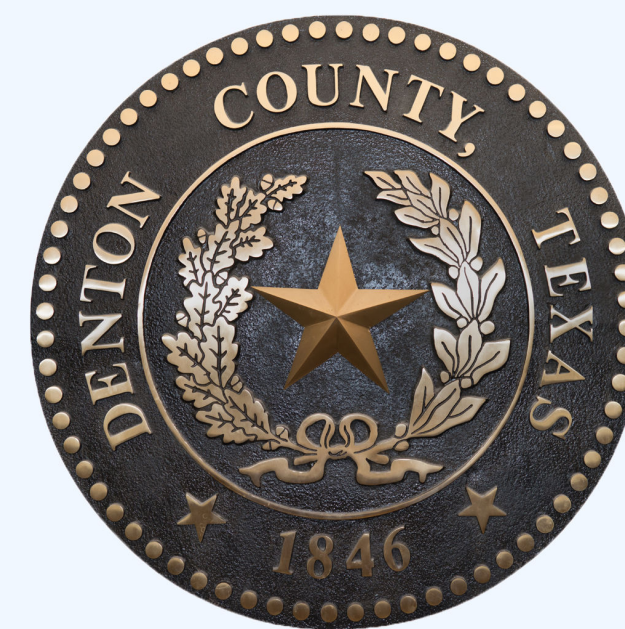


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 October 28, 2021

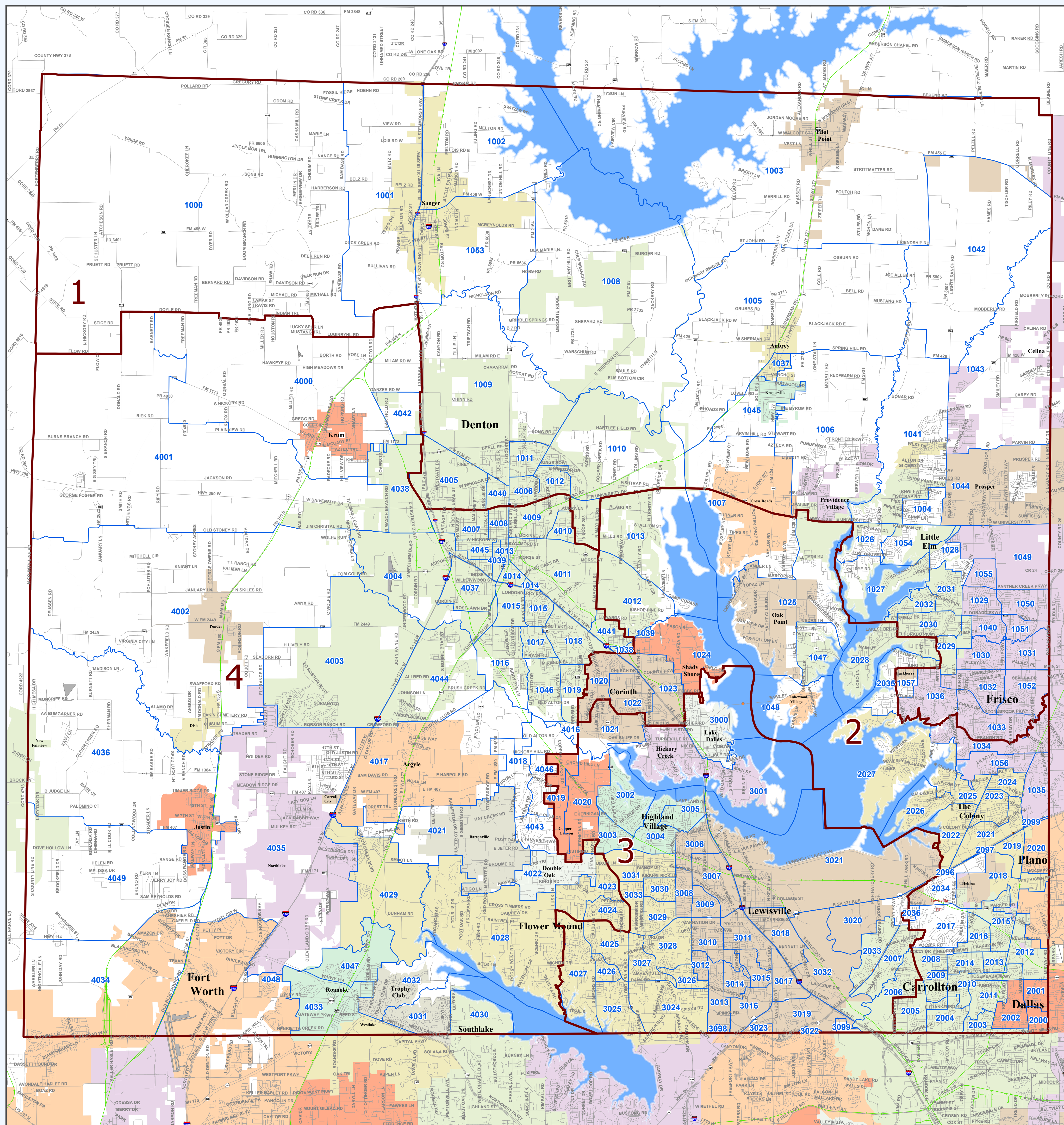


DENTON COUNTY

2021 Commissioner Redistricting Proposal



Andy Eads - County Judge
 Ryan Williams - Commissioner Precinct 1
 Ron Marchant - Commissioner Precinct 2
 Bobbie J. Mitchell - Commissioner Precinct 3
 Dianne Edmondson - Commissioner Precinct 4



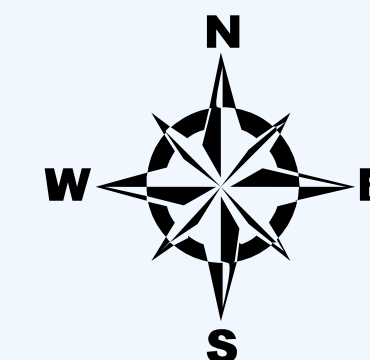
- INTERSTATE
- U.S. HIGHWAY
- STATE HIGHWAY
- FARM TO MARKET
- MAJOR THOROUGHFARES
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- AIRPORTS
- STREAMS
- LAKES & PONDS

- PROPOSED COMMISSIONER PRECINCTS
- CURRENT VOTER PRECINCTS*

*Voter Precincts are subject to change

City Population

Denton > 100,000
 Lewisville 40,000- 100,000
 Corinth 10,000- 39,999
 Sanger 2,000- 9,999
 Ponder < 2,000



NAD 1983 StatePlane
 (Zone 5351)
 Texas North Central
 Lambert Conformal Conic

1:99,542

October 28, 2021

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Denton County does not guarantee the correctness or accuracy of any features on this product and assumes no responsibility in connection therewith. This product may be revised at any time without notification to any user.

Contact Information

Elections Department: www.votedenton.gov
 E-mail: elections@dentoncounty.gov
 Phone: (940) 349-3200
 Fax: (940) 349-3201





CITY OF CORINTH

Staff Report

Meeting Date:	11/4/2021	Title:	Minutes Approval of Meeting Minutes
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider approval of minutes from the October 21, 2021, City Council Meeting.

Item Summary/Background/Prior Action

Attached are the minutes, in draft form, and are not considered official until formally approved by the City Council.

Staff Recommendation/Motion

Staff recommends approval of the minutes.



CITY COUNCIL WORKSHOP AND REGULAR SESSION - MINUTES

Thursday, October 21, 2021 at 5:45 PM

City Hall | 3300 Corinth Parkway

STATE OF TEXAS COUNTY OF DENTON CITY OF CORINTH

On this, the 21st day of October 2021, the City Council of the City of Corinth, Texas, met in Workshop & Regular Session at the Corinth City Hall at 5:45 P.M., located at 3300 Corinth Parkway, Corinth, Texas. The meeting date, time, place, and purpose as required by Title 5, Subtitle A, Chapter 551, Subchapter C, Section 551.041, Government Code, with the following members to wit:

Council Members Present:

Bill Heidemann, Mayor
Sam Burke, Mayor Pro Tem
Scott Garber Council Member
Steve Holzwarth, Council Member
Tina Henderson, Council Member
Kelly Pickens, Council Member

Staff Members Present:

Bob Hart, City Manager
Katherine Lindsey, Deputy Secretary
Patricia Adams, City Attorney
Jerry Garner, Police Chief
Lee Ann Bunselmeyer, Finance, Communications & Strategic Services Director
Chris Rodriguez, Assistant Finance Director
Glenn Barker, Public Works Director
Elise Back, Economic Development Director
John Webb, Planning & Development Director
George Marshall, City Engineer
Michelle Mixell, Planning and Development Manager
Miguel Inclan, Planner
Shea Rodgers, Chief Technology Officer
Lance Stacy, City Marshal

CALL TO ORDER

Mayor Heidemann called the meeting to order at 5:45 P.M.

WORKSHOP AGENDA

1. Discuss options for the streetlight system.

The item was presented and discussed.

2. Discuss the status of potential broadband providers.

The item was presented and discussed.

3. Receive a report and hold a discussion on the Enterprise Vehicle Lease Program.

The item was presented and discussed.

4. Continue discussion and provide staff direction on preliminary draft language amending the text of the Unified Development Code (UDC) Section 4.02.11 - Screening Requirements for Residential and Nonresidential Properties where Nonresidential Construction Abuts Residential Zoning Classification specific to masonry wall requirements by adding provisions to permit alternative design options for consideration in accordance with Section 2.10.02 - Alternative Compliance.

The item was presented and discussed.

5. Discuss Regular Meeting Items on Regular Session Agenda, including the consideration of closed session items as set forth in the Closed Session agenda items below.

There was no discussion on the Regular Meeting agenda Items.

ADJOURN WORKSHOP

Mayor Heidemann adjourned the Workshop Session at 6:54 P.M.

CALL TO ORDER, INVOCATION, PLEDGE OF ALLEGIANCE & TEXAS PLEDGE

Mayor Heidemann called the Regular Session Meeting to order at 7:00 P.M.

PROCLAMATIONS AND PRESENTATIONS

1. Recognize October 2021 as National Community Planning Month.

Mayor Heidemann presented the National Community Planning Month Proclamation to Planning and Development Staff. City Manager Hart introduced John Webb, the newly hired Director of Planning and Development.

CITIZENS COMMENTS

Please limit your comments to three minutes. Comments about any of the Council agenda items are appreciated by the Council and may be taken into consideration at this time or during that agenda item. Council is prohibited from acting on or discussing items brought before them at this time.

No comments were made.

CONSENT AGENDA

All matters listed under the consent agenda are considered to be routine and will be enacted in one motion. Should the Mayor or a Councilmember desire discussion of any item, that item will be removed from the Consent Agenda and will be considered separately.

2. Consider approval of minutes from the October 7, 2021, City Council Meeting.
3. Consider authorization of payment to Lake Cities Municipal Utility Authority in the amount of \$44,988 for the purpose of water interconnection referenced in the Interlocal agreement dated August 25th 2016 and \$39,891 necessary upsizing and improvements related to the wastewater lift station referenced in the Interlocal Agreement dated June 7th 2019, for a total amount of \$84,879 as provided for in the Capital Improvements Fund.

4. Consider authorizing the purchase of park maintenance equipment (fence guards, goals, netting, batter boxes) in an amount not to exceed \$105,000 throughout the year using BuyBoard and authorizing the City Manager to execute any necessary documents.

Council Member Garber motioned to approve the consent agenda as presented, Seconded by Mayor Pro Tem Burke.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

BUSINESS AGENDA

5. Consider and act on an Ordinance of the City of Corinth authorizing the issuance and sale of City of Corinth, Texas, combination tax and limited surplus revenue certificates of obligation, Series 2021A; levying an annual ad valorem tax and providing for the security and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject.

Council Member Garber moved to approve Ordinance No. 21-10-21-29, authorizing the issuance and sale of City of Corinth, Texas, combination tax and limited surplus revenue certificates of obligation, series 2021A, levying an annual ad valorem tax and providing for the security or and payment of said certificates; approving the official statement; providing an effective date; and enacting other provisions relating to the subject., Seconded by Council Member Henderson.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

6. Consider and act on an Ordinance of the City of Corinth approving an amendment to the fiscal year 2021-2022 budget and annual program of services to provide expenditure of funds for the purchase of property within the Transit Oriented District; and providing an effective date.

Mayor Pro Tem Burke moved to approve Ordinance No. 21-10-21-28, amending the Economic Development Foundation Fund, and amending the fiscal year 2021-2022 budget and the annual program of services for the purchase of property within the transit-oriented district; and providing an effective date, Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

7. Consider and act on a Resolution of the City of Corinth authorizing submission of transportation project recommendations, pertaining to Shady Shores Road, to Denton County for a future bond election.

Council Member Garber moved to approve Resolution No. 21-10-21-29, approving submission of transportation project recommendations pertaining to Shady Shores Road to Denton County for a future bond election; and providing an effective date, Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

8. Consider and act on a Resolution of the City of Corinth authorizing participation in the Global Opioid Settlement as set forth in the State of Texas and Texas Political Subdivisions' Opioid Abatement Fund Council and Settlement Allocation Term Sheet.

Mayor Pro Tem Burke moved to approve Resolution No. 21-10-21-30 authorizing the City to participate in the Global Opioid Settlement; and providing an effective date, Seconded by Council Member Henderson.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

COUNCIL COMMENTS & FUTURE AGENDA ITEMS

The purpose of this section is to allow each Council Member the opportunity to provide general updates and/or comments to fellow Council Members, the public, and/or staff on any issues or future events. Also, in accordance with Section 30.085 of the Code of Ordinances, at this time, any Council Member may direct that an item be added as a business item to any future agenda.

Council Member Henderson showed great appreciation to Lee Ann Bunselmeyer for the coordination of Pumpkin Palooza, stating that they outdid themselves. Council Member Pickens agreed.

Mayor Heidemann announced that on Saturday there will be an open house at the new fire station from 11:00-2:00 for families. Mayor Heidemann also complimented Lee Ann Bunselmeyer and staff for Pumpkin Palooza and stated that the mayors of Denton and Lewisville attended and gave high praise.

CLOSED SESSION

The City Council will convene in such executive or closed session to consider any matters regarding any of the above agenda items as well as the following matters pursuant to Chapter 551 of the Texas Government Code. After discussion of any matters in closed session, any final action or vote taken will be public by the City Council. City Council shall have the right at any time to seek legal advice in Closed Session from its Attorney on any agenda item, whether posted for Closed Session or not.

Mayor Heidemann recessed the Regular Meeting at 7:26 P.M. and immediately convened into Closed Session.

Section 551.071 - Legal Advice. (1) Private consultation with its attorney to seek advice about pending or contemplated litigation; and/or settlement offer; and/or (2) a matter in which the duty of the attorney to the government body under the Texas Disciplinary Rules of Professional Conduct of the State of Texas clearly conflict with Chapter 551.

a. Consider and take appropriate action to ratify the termination of the Interlocal Agreement between the City of Corinth and the City of Lake Dallas.

b. C&JJ Investments, LLC v. City of Corinth, Cause No. 21-5053-431, (431st Judicial District, Denton County, Texas).

Section 551.074 - Personal Matters. To deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee, or to hear a complaint or charge against an officer or employee.

a. City Manager goals and evaluation.

Section 551.087 - Economic Development. To deliberate or discuss regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or to deliberate the offer of a financial or other incentive to a business project.

a. Project Agora.

RECONVENE IN OPEN SESSION TO TAKE ACTION, IF NECESSARY, ON CLOSED SESSION ITEMS

Mayor Heidemann recessed the Closed Session at 9:15 P.M. and reconvened into the Regular Session Meeting.

Mayor Pro Tem Burke move to approve the action taken by the City Manager to terminate the Interlocal Agreement with Lake Dallas for Police Services, Seconded by Council Member Pickens.

Voting Yea: Mayor Pro Tem Burke, Council Member Garber, Council Member Holzwarth, Council Member Henderson, Council Member Pickens

ADJOURN

Mayor Heidemann adjourned the Regular Session Meeting at 9:18 P.M.

Approved by Council on the ____ day of _____ 2021.

Lana Wylie, City Secretary
City of Corinth, Texas

DRAFT



CITY OF CORINTH

Staff Report

Meeting Date:	11/4/2021	Title:	Agreement Stryker Equipment – Lease for AED/Monitoring Equipment
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider approval of a seven-year Lease Agreement between the Lake Cities Fire Department and Stryker Equipment in the amount of \$64,194 per year, for city-wide automated external defibrillators, heart monitors, power cots, and stair chair and authorize the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

As we do with bunker gear and most other large capital purchases, we began budgeting for one heart monitor per year to be replaced on a schedule. We started this last budget process. Our concern is that we have three (heart monitors) that will no longer be serviced next year and would have to replace three at one time at the cost of about \$100,000. We also pay annual maintenance costs for our six monitors, three cots, three stair chairs, and the AED defibrillators in the public safety building and would have to add the maintenance for the CPR Lucas devices we purchased last year. Due to the nature of the equipment, it is imperative we have them maintained by the company for liability reasons and to maintain accuracy, specifically with the monitors reading correct directing treatment protocols. This new Lease also takes all AED's city-wide into the program. When Lee Ann and I performed a cost comparison, it made sense and presented it for approval in this year's budget. Previous annual cost estimates are below:

Maintenance Contracts

3 Cots and 3 stair Chairs \$6,659.00

6 Life pack Monitors 3 AED's \$8,100.00

Lucas Device Maintenance not included but would be added this year if not going to lease.

Capital Purchase

Lifepack heart monitor \$31,000.00 (2019 price)-will need 3 in next year's budget

Lucas CPR Device \$15,500.00

Monitors are on all three ambulances and three front line fire trucks

Cots and stair chairs are on the three ambulances

Two Lucas on the front-line ambulances and one is on Q593 since it does not have an ambulance at its Firehouse.

When visiting with Stryker about how to do the purchase next year, they shared information about their lease program, with the purchase option at the end of the lease. For almost the same money we are currently budgeting for new equipment and maintenance, we will have five of the six monitors replaced, all the cots and chairs, and all the AED's citywide and add the new Lucas to the program. This lease not only replaces all the equipment that is going out, but it also replaces aging equipment. For example, we had a part (controller) fall off of a cot at a patient's house this past week. More importantly, this ensures all our equipment is not only maintained but updated. As with any sensitive technology (in the Life pack monitors), there are changes, and these are included where they are not currently. The program also replaces the cases, batteries, chargers, and cables with the latest technology.

This item was approved in the FY 2021/2022 budget.

Staff Recommendation/Motion

Staff recommends approval as presented.

Flex Financial, a division of Stryker Sales, LLC
1901 Romence Road Parkway
Portage, MI 49002
t: 1-888-308-3146 f: 877-204-1332
www.stryker.com

Section G, Item 2.

Date: October 6, 2021

RE: Reference no: 2210130295

CITY OF CORINTH
3300 CORINTH PKWY
CORINTH, Texas 76208

Thank you for choosing Stryker for your equipment needs. Enclosed please find the documents necessary to enter into the arrangement. Once all of the documents are completed, properly executed and returned to us, we will issue an order for the equipment.

PLEASE COMPLETE ALL ENCLOSED DOCUMENTS TO EXPEDITE THE SHIPMENT OF YOUR ORDER.

**Short Form Lease Agreement
Exhibit A - Detail of Equipment
Insurance Authorization and Verification
State and Local Government Rider
Addendum**

****Conditions of Approval: Insurance Authorization and Verification, State and Local Government Rider. , Valid Tax Exemption Certificate**

PLEASE PROVIDE THE FOLLOWING WITH THE COMPLETED DOCUMENTS:

Federal tax ID number:	<u>75-1453222</u>	AP address:	<u>3300 Corinth Pkwy, Corinth TX 76208</u>
Purchase order number:	<u></u>	Contact name:	<u>Bonnie Woodruff</u>
Phone number:	<u>940-498-3200</u>	Email address:	<u>accountspayable@cityofcorinth.com</u>

Please fax completed documents to (877) 204-1332. Return original documents to 1901 Romence Road Parkway Portage, MI 49002 (using Fed-Ex Shipping ID# 612-309469)

Your personal documentation specialist is Michelle Warren and can be reached at 269-389-1909 or by email michelle.warren@stryker.com for any questions regarding these documents.

The proposal evidenced by these documents is valid through the last business day of **October, 2021**

Sincerely,

Flex Financial, a division of Stryker Sales, LLC

Notice: To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for you: When you open an account or add any additional service, we will ask you for your name, address, federal employer identification number and other information that will allow us to identify you. We may also ask to see other identifying documents. For your records, the federal employer identification number for Flex Financial, a Division of Stryker Sales, LLC is 38-2902424.

Short Form Lease Agreement No. 2210130295

Owner ("we" or "us") :
 Flex Financial, a division of Stryker Sales, LLC
 1901 Romence Road Parkway
 Portage, MI 49002

Customer name and address ("You" and "Your"):
 CITY OF CORINTH
 3300 CORINTH PKWY
 CORINTH, Texas 76208

Equipment location: 3501 FM 2181 STE B, CORINTH, Texas 76210-3725
Supplier: Stryker Sales, LLC, 3800 E. Centre Avenue, Portage, MI 49002
Equipment description: (see attached Exhibit A which is a part of this Agreement.)

Payment information

# of lease payments	Payment frequency	Lease payment	Terms of Agreement in months: 73 Equipment purchase option: \$1 Buyout Option Equipment purchase option shall be FMV unless another option is stated above.			
7	Annual	\$64,193.77 (First payment due 30 days after Agreement is commenced), (plus applicable sales/use taxes - see "Taxes" section below)	Security deposit	First period payment	Other	Total payment enclosed
			\$0.00	+ \$0.00	+ \$ 0.00	= \$ 0.00

1. Lease: You ("Customer") agree to lease from us ("Owner") the equipment (including software and/or software license fees ("Software"), if any, "Equipment") listed above and on any attached schedule in accordance with the terms of this Agreement (this "Agreement"). This Agreement starts on the day the Equipment is delivered to you ("Commencement Date") and continues for the number of months described above (the "Term"). The Lease Payments ("Payments") shall be payable beginning on the Commencement Date or any later date we designate and thereafter until all fully paid. **Your obligations under this Agreement ("Obligations") are absolute, unconditional, and are not subject to cancellation, defense, recoupment, reduction, setoff or counterclaim.** If a Payment is not made when due, you will pay us a late charge of 5% for each Payment or \$10.00, whichever is greater. We may charge you a fee of \$55.00 for any check that is returned. You authorize us to adjust the Payments at any time if taxes included in the Payments differ from our estimate. You agree that the Payments were calculated by us based, in part, on an interest rate equivalent as quoted on the Intercontinental Exchange website, at <https://www.theice.com/marketdata/reports/180>, under the USD Rates 1100 Series, that would have a repayment term equivalent to the Term (or an interpolated rate if a like-term is not available) as reasonably determined by us and in the event the Term of this Agreement starts more than 30 days after we send this Agreement to you, we may adjust the Payments once to compensate us, in good faith, for any increase in such rate. You shall be deemed to have accepted the Equipment for lease hereunder upon the date that is ten (10) days after it is shipped to you by the Supplier and, at our request, you shall confirm for us such acceptance. No acceptance of any item of Equipment may be revoked by you.

2. Title and laws: Unless you have a \$1.00 purchase option, we own the Equipment and you have the right to use the Equipment during the Term, provided you comply with the terms of this Agreement. If you have a \$1.00 purchase option or this Agreement is deemed to be a security agreement, you grant us a security interest in the Equipment and all proceeds therefrom, and authorize us to file financing statements on your behalf. You agree not to permit any lien, claim or encumbrance to be placed upon the Equipment. You shall comply with all applicable laws, rules and regulations and manufacturer's specifications and instructions concerning the operation, ownership, use and/or possession of the Equipment.

3. Equipment use, maintenance and warranties: Any assignee (as defined below) is leasing the Equipment to you "AS-IS" AND MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. You must, at your cost, keep the Equipment in good working condition. If Payments include maintenance and/or service costs, you agree that (i) no Assignee is responsible to provide the maintenance or service, (ii) you will make all maintenance and service related claims to the persons providing the maintenance, service or warranty, and (iii) any maintenance, warranty or service claims will not impact your Obligations. The Equipment cannot be moved from the location above without our prior written consent. **STRYKER SALES, LLC (INCLUDING FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC) MAKES NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY EQUIPMENT. This Agreement will not impair any express warranties or indemnifications or other obligations of Stryker Corporation or any of its subsidiaries to you regarding the Equipment and we hereby assign all of our rights in any Equipment warranties to you.**

4. Assignment: You agree not to transfer, sell, sublease, assign, pledge or encumber the Equipment or any rights under this Agreement without our prior written consent, which consent shall not be unreasonably withheld, and if you do, even with our consent, you will still be fully responsible for all your Obligations. You shall provide us with at least 45 days' prior written notice of any change to your principal place of business, organization or incorporation. You agree that we may, without notice to you, sell, assign, or transfer ("Transfer") this Agreement to a third party (each, an "Assignee"), and each Assignee will have our Transferred rights, but none of our obligations, and such rights **will not be subject to any claims, recoupment, defenses, or setoffs that you may have against us or any supplier** even though an Assignee may continue to bill and collect all of your Obligations in the name of "Flex Financial, a division of Stryker Sales, LLC".

5. Risk of loss, insurance and reimbursement: Effective upon delivery to you and continuing until the Equipment is returned to us in accordance with the terms of this Agreement, you shall bear all risk of Equipment loss or damage. If any such loss or damage occurs you still must satisfy all of your Obligations. You will (i) keep the Equipment insured against all risks of loss or damage for an amount equal to its replacement cost, (ii) list us as the insurance sole loss payee and (iii) give us written proof of the insurance. If you do not provide such insurance, we have the right, without obligation, to obtain such insurance and add an insurance fee (which may include a profit) to the amount due from you. You will obtain and maintain comprehensive public liability insurance naming us as an additional insured with coverages and amounts acceptable to us. To the extent not expressly prohibited by applicable law, you will reimburse and defend us, including each Assignee for and against any losses, injuries, damages, liabilities, expenses, claims or legal proceedings asserted against or incurred by us, including any Assignee, relating to the Equipment and which relate to or arise out of your act or omission or the act or omission of your agents or employees or others (excluding us) with access to the Equipment. The terms of this paragraph will continue after the termination, cancellation or expiration of this Agreement.

6. Taxes: You agree to pay when due, either directly or as reimbursement to us, all taxes (i.e., sales, use and personal property) and charges in connection with ownership and use of the Equipment. We may charge you a processing fee for administering property tax filings. To the extent not expressly prohibited by applicable law, you will indemnify us on an after-tax basis, on demand, against the loss or unavailability of any of our anticipated equipment ownership tax benefits caused by your act or omission.

7. Default remedies: You are in default under this Agreement if: a) you fail to pay a Payment or any other amount when due; or b) you breach any other obligation under this Agreement or any other agreement with us; or c) your principal owner or any guarantor of this Agreement dies; d) you or any guarantor dissolves, ceases to do business as a going concern, becomes insolvent, bankrupt, merges, or is sold; or e) You or any guarantor fails to pay any other material obligation owed to us or any of our affiliates. Upon default, we may: a) declare the entire balance of unpaid Payments for the full Term immediately due and payable; b) sue you for and receive the total amount due plus the Equipment's anticipated end-of-Term fair market value ("FMV") or fixed price purchase option (the "Residual") with future Payments and Residual discounted to the date of default at the lesser of (i) a per annum interest rate equivalent to that of a U.S. Treasury constant maturity obligation (as reported by the U.S. Treasury Department) that would have a repayment term equal to the remaining Term, all as reasonably determined by us; or (ii) 3% per annum, but only to the extent permitted by law; c) charge you interest on all monies due at the rate of 18% per year from the date of default.

Short Form Lease Agreement No. 2210130295

paid; and/or d) require you to immediately return the Equipment to us or we may peaceably repossess it. Upon default, you will also pay all expenses including but not limited to reasonable attorneys fees, legal costs, cost of storage and shipping incurred by us in the enforcement and attempted enforcement of any remedies under this Agreement. Any return or repossession will not be considered an Agreement termination or cancellation. If the Equipment is returned or repossessed we may sell or re-rent the Equipment at terms we determine, at one or more public or private sales, with or without notice to you, and apply the net proceeds (after deducting any related expenses) to your obligations. You remain liable for any deficiency with any excess being retained by us.

8. End of term: You will give us at least 90 days but not more than 180 days written notice (to our address above) before the initial Term (or any renewal term) expiration of your intention to purchase or return the Equipment, whereupon you may: a) purchase all, but not less than all, of the Equipment as indicated above or b) return all of the Equipment in good working condition at your cost how, when and where we direct. Any FMV purchase option amount will be determined by us based on the Equipment's in place value. If you don't notify us, or if you don't a) purchase or b) return the Equipment as provided herein, this Agreement will automatically renew at the same Payment amount for consecutive 60-day periods. If any Software license ("License") included hereunder passes title to you, such title shall automatically, and without further action, hereby vest in us, and you hereby agree to relinquish any subsequent Software title, purchase or use right claim. If, in connection with our Software rights, licensor's consent is required, you will assist us in obtaining such consent. If the \$1.00 Buyout is selected above, the first three sentences of this section 8 shall be void and upon expiration of the Term, you shall pay all amounts owed by you hereunder but unpaid as of such date plus \$1.00 (and any applicable taxes). Any purchase of the Equipment by you pursuant to a purchase option or \$1.00 Buyout shall be "AS IS, WHERE IS" without representation or warranty of any kind from us.

9. Miscellaneous: You acknowledge we have given you the Equipment supplier's name. We hereby notify you that you may have rights under the supplier's contract and may contact the supplier for a description of these rights. This Agreement shall be governed and construed in accordance with the laws of Michigan. You agree (i) to waive any and all rights and remedies granted to you under Uniform Commercial Code Sections 2A-508 through 2A-522, and (ii) that the Equipment will only be used for business purposes and not for personal, family or household use. This Agreement may be executed in counterparts and any facsimile, photographic or other electronic transmission and/or electronic signing of this Agreement by you and when manually countersigned by us or attached to our original signature counterpart and/or in our possession shall constitute the sole original chattel paper as defined in the UCC for all purposes and will be admissible as legal evidence thereof. No security interest in this Agreement can be perfected by possession of any counterpart other than the counterpart bearing our original signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents hereto the fact that such documents were executed by electronic means. We may inspect the Equipment during the Term. No failure to act shall be deemed a waiver of any rights hereunder. If you fail to pay (within thirty days of invoice date) any freight, sales tax or other amounts related to the Equipment which are not financed hereunder and are billed directly by us to you, such amounts shall be added to the Payments set forth above (plus interest or additional charges thereon) and you authorize us to adjust such Payments accordingly. If you are required to report the components of your payment obligations hereunder to certain state and/or federal agencies or public health coverage programs such as Medicare, Medicaid, SCHIP or others, and such amounts are not adequately disclosed in any attachment hereto, then Stryker Sales, LLC will, upon your written request, provide you with a detailed outline of the components of your payments which may include equipment, software, service and other related components. You acknowledge that you have not received any tax or accounting advice from us. You agree that you shall upon request from us, promptly provide to us a copy of your most recent annual financial statements and any of your other financial information (including interim financial statements) that we may request. You authorize us to share such information with our affiliates, subsidiaries and Assignees. **This Agreement, any schedules hereto, any attachments to this Agreement or any schedules and any express warranties made by Stryker Sales, LLC constitute the entire agreement between the parties hereto regarding the Equipment and its use and possession and supersede all prior agreements and discussions regarding the Equipment and any prior course of conduct. You waive all rights to any indirect, punitive, special or consequential damages in connection with the Equipment or this Agreement. There are no agreements, oral or written, between the parties which are contrary to the terms of this Agreement and such other documents. YOU AGREE THAT THIS IS A NON-CANCELLABLE AGREEMENT AND WAIVE TRIAL BY JURY.**

I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS AGREEMENT FOR CUSTOMER

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Exhibit A to Short Form Lease Agreement Number 2210130295

Description of equipment

Customer name: CITY OF CORINTH

Delivery address: 3501 FM 2181 STE B, CORINTH, Texas 76210-3725

Part I - Equipment/Service Coverage (if applicable)

Model number	Equipment description	Quantity
99577-001957	LP15,EN,SPO2CO,3L/12L,EX,NIBP,CO2,TR,VR,BT,V4	5
41577-000288	LP15 ACCRY SHIPKIT,AHA,S	5
11141-000115	BASE- REDI-CHARGE BATTERY CHARGER	5
11140-000015	POWER CORD-MLD,DOM, STR RCPT	5
11140-000052	ADAPTER- REDI-CHARGE BATTERY CHARGER-LP15	5
21330-001176	BATTERY PACK-LI-ION	20
11171-000049	RAINBOW DCI ADT REUSABLESENSOR, REF 2696,ROHS	7
11996-000340	RAINBOW R20,PED DISP SENSORS,10/BOX,REF 2222	1
11160-000011	NIBP CUFF-REUSEABLE,INFANT, BAYONET	5
11160-000013	NIBP CUFF-REUSEABLE,CHILD, BAYONET	5
11160-000015	NIBP CUFF-REUSEABLE,ADULT, BAYONET	10
11160-000017	NIBP CUFF-REUSEABLE,LARGE ADULT, BAYONET	10
11160-000019	NIBP CUFF- REUSEABLE,X-LARGE ADULT, BAYONET	5
11577-000002	KIT - CARRY BAG, MAIN BAG	6
11220-000028	TOP POUCH	6
11260-000039	KIT - CARRY BAG, REAR POUCH, 3RD EDITION	6
11996-000471	ASSEMBLY, GATEWAY, 4G, MULTITECH, VERIZON, KORE	5
11111-000018	CBL, 4WIRE LIMB LEAD-5FTHA, 12 LEAD ECG 3RD ED	2
11111-000022	CABLE, 6WIRE PRECORDIAL-AHA, 12 LEAD ECG, 3RD ED	2
11996-000369	ROHS LP12-LP15 TO PC USBCABLE,RETAIL PACKAGED	1
43998-000013	KIT - UPGRADE, SPO2/CO,LP15	1
50998-000007	CUSTOMER ONSITE DEVICE UPGRADE	1
650605550003	6506 MTS PWRPRO COT HIGH CNFIG	3
6252000000	STAIR PRO - MODEL 6252	3
99425-000023	LP1000,EN,STD,M	5
41425-000034	KIT,LITERATURE,LP1000,WRCHG,ENGLISH	5
99512-001264	LPCR2,WIFI,H,EN-US,DE,A, 1,ROS,MODET,ROS,FLX,CPR120,A104:0,P30:2,200J,300J, 360J,50J,75J,90J,ALRT,US	6
99576-000063	LUCAS 3, 3.1, IN SHIPPING BOX, EN	1
11576-000060	LUCAS BATTERY CHARGER,MAINS PLUG,US-CAN-JA	1
11576-000071	LUCAS POWER SUPPLY WITHCORD,REDEL,CANADA,US	1
11576-000080	BATTERY,LUCAS,DARK GRAY	1
11576-000047	LUCAS SUCTION CUP DISPOSABLE 12-PACK	1
11576-000090	PLATE,BACK,ANTI SLIP,3PACK,SLIM BACK PLATE,LUCAS	1
11576-000050	LUCAS PATIENT STRAPS PAIR	1
21576-000074	STRAP, STABILIZATION, LUCAS	1
TR-15V1V2-LP15	TR-SYK LP15V1/V2 TO LP15	4
TR-LP15V4-LP15	TR-SYK LP15V4 TO LP15	1
TR-SPCOT-PPXT	TR-SYK PCOT TO PPXT	3
TR-LP1K-LP1K	TR-SYK LP1000 TO LP1000	5
TR-LPCR2-LPCR2	TR-SYK LP CR PLUS TO CR2	4
TR-LPEXP-LPCR2	TR-SYK LP EXPRESS TO CR2	1

Total equipment: \$263,102.10

Service coverage:

Model number	Service coverage description	Quantity	Years
78000168	Verizon Data Plan 1yr	5	7.0
11600-000030	CODE-STAT 11 DATA REVIEWSEAT LICENSE	1	1.0

Agreement #: 2210130295

78000172	CODE-STAT Maint Subscrip 3 yrs	1	1.0
78000458	LIFELINKCENTRAL PROLICENSE 8YR	1	1.0
78000008	LP15 On Site Prevent w batt	6	6.0
71061PT	PREVENT - Power Cot	3	5.0
73071CT	PROTECT - Stair Chair	3	6.0
78000025	L1000 On Site Prevent w batt	5	6.0
78000020	LUC On Site Prevent w batt	3	6.0

Total service coverage: \$131,907.60

Total Amount: \$395,009.70

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

Insurance Authorization and Verification

Date: October 6, 2021

Short Form Lease Agreement Number 2210130295

To: CITY OF CORINTH ("Customer")
3501 FM 2181 STE B
CORINTH , Texas 76210-3725

From: Flex Financial, a division of Stryker Sales, LLC ("Creditor")
1901 Romence Road Parkway
Portage, MI 49002

TO THE CUSTOMER: In connection with one or more financing arrangements, Creditor may require proof in the form of this document, executed by both Customer* and Customer's agent, that Customer's insurable interest in the financed property (the "Property") meets the requirements as follows, with coverage including, but not limited to, fire, extended coverage, vandalism, and theft:

Creditor, and its successors and assigns shall be covered as both **ADDITIONAL INSURED** and **LENDER'S LOSS PAYEE** with regard to all equipment financed or acquired for use by policy holder through or from Creditor.

Customer must carry **GENERAL LIABILITY** (and/or, for vehicles, Automobile Liability) in the amount of **no less than \$1,000,000.00** (one million dollars).

Customer must carry **PROPERTY Insurance** (or, for vehicles, Physical Damage Insurance) in an amount **no less than the 'Insurable Value' \$263,102.10** with deductibles **no more than \$10,000.00**.

*PLEASE PROVIDE THE INSURANCE AGENTS INFORMATION REQUESTED BELOW & SIGN WHERE INDICATED

By signing, Customer authorizes the Agent named below: 1) to complete and return this form as indicated; and 2) to endorse the policy and subsequent renewals to reflect the required coverage as outlined above.

Insurance agency:

Agent name:

Address:

Phone/fax:

Email address:

CITY OF CORINTH	
Signature: <input type="text"/>	Date: <input type="text"/>
Print name: <input type="text"/>	
Title: <input type="text"/>	

*Customer: Creditor will fax the executed form to your insurance agency for endorsement. In Lieu of agent endorsement, Customer's agency may submit insurance certificates demonstrating compliance with all requirements. If fully executed form (or Customer-executed form plus certificates) is not provided within 15 days, we have the right but not the obligation to obtain such insurance at your expense. Should you have any questions please contact Michelle Warren at 269-389-1909.

TO THE AGENT: In lieu of providing a certificate, please execute this form in the space below and promptly fax it to Creditor at 877-204-1332 . This fully endorsed form shall serve as proof that Customer's insurance meets the above requirements.

Agent hereby verifies that the above requirements have been met in regard to the Property listed below.

Agent signature	
Signature: <input type="text"/>	Date: <input type="text"/>
Print name: <input type="text"/>	
Title: <input type="text"/>	
Carrier name: <input type="text"/>	
Carrier policy number : <input type="text"/>	
Policy expiration date: <input type="text"/>	

Insurable value: \$263,102.10

ATTACHED: PROPERTY DESCRIPTION FOR Short Form Lease Agreement Number 2210130295

See Exhibit A to Short Form Lease Agreement Number 2210130295

TOGETHER WITH ALL REPLACEMENTS, PARTS, REPAIRS, ADDITIONS, ACCESSIONS AND ACCESSORIES INCORPORATED THEREIN OR AFFIXED OR ATTACHED THERETO AND ANY AND ALL PROCEEDS OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, INSURANCE RECOVERIES.

State and Local Government Customer Rider

This State and Local Government Customer Rider (the "Rider") is an addition to and hereby made a part of **Short Form Lease Agreement Number 2210130295** (the "**Agreement**") between **Flex Financial**, a division of Stryker Sales, LLC ("**Owner**") and CITY OF CORINTH ("**Customer**") to be executed simultaneously herewith and to which this Rider is attached. Capitalized terms used but not defined in this Rider shall have the respective meanings provided in the Agreement. Owner and Customer agree as follows:

1. Customer represents and warrants to Owner that as of the date of, and throughout the Term of, the Agreement: (a) Customer is a political subdivision of the state or commonwealth in which it is located and is organized and existing under the constitution and laws of such state or commonwealth; (b) Customer has complied, and will comply, fully with all applicable laws, rules, ordinances, and regulations governing open meetings, public bidding and appropriations required in connection with the Agreement, the performance of its obligations under the Agreement and the acquisition and use of the Equipment; (c) The person(s) signing the Agreement and any other documents required to be delivered in connection with the Agreement (collectively, the "**Documents**") have the authority to do so, are acting with the full authorization of Customer's governing body, and hold the offices indicated below their signatures, each of which are genuine; (d) The Documents are and will remain valid, legal and binding agreements, and are and will remain enforceable against Customer in accordance with their terms; and (e) The Equipment is essential to the immediate performance of a governmental or proprietary function by Customer within the scope of its authority and will be used during the Term of the Agreement only by Customer and only to perform such function. Customer further represents and warrants to Owner that, as of the date each item of Equipment becomes subject to the Agreement and any applicable schedule, it has funds available to pay all Agreement payments payable thereunder until the end of Customer's then current fiscal year, and, in this regard and upon Owner's request, Customer shall deliver in a form acceptable to Owner a resolution enacted by Customer's governing body, authorizing the appropriation of funds for the payment of Customer's obligations under the Agreement during Customer's then current fiscal year.
2. To the extent permitted by applicable law, Customer agrees to take all necessary and timely action during the Agreement Term to obtain and maintain funds appropriations sufficient to satisfy its payment obligations under the Agreement (the "**Obligations**"), including, without limitation, providing for the Obligations in each budget submitted to obtain applicable appropriations, causing approval of such budget, and exhausting all available reviews and appeals if an appropriation sufficient to satisfy the Obligations is not made.
3. Notwithstanding anything to the contrary provided in the Agreement, if Customer does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Customer does not otherwise have funds available to lawfully pay the Agreement payments (a "**Non-Appropriation Event**"), and provided Customer is not in default of any of Customer's obligations under such Agreement as of the effective date of such termination, Customer may terminate such Agreement effective as of the end of Customer's last funded fiscal year ("**Termination Date**") without liability for future monthly charges or the early termination charge under such Agreement, if any, by giving at least 60 days' prior written notice of termination ("**Termination Notice**") to Owner.
4. If Customer terminates the Agreement prior to the expiration of the end of the Agreement's initial (primary) term, or any extension or renewal thereof, as permitted under Section 3 above, Customer shall (i) on or before the Termination Date, at its expense, pack and insure the related Equipment and send it freight prepaid to a location designated by Owner in the contiguous 48 states of the United States and all Equipment upon its return to Owner shall be in the same condition and appearance as when delivered to Customer, excepting only reasonable wear and tear from proper use and all such Equipment shall be eligible for manufacturer's maintenance, (ii) provide in the Termination Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (iii) deliver to Owner, upon request by Owner, an opinion of Customer's counsel (addressed to Owner) verifying that the Non-Appropriation Event as set forth in the Termination Notice has occurred, and (iv) pay Owner all sums payable to Owner under the Agreement up to and including the Termination Date.
5. Any provisions in this Rider that are in conflict with any applicable statute, law or rule shall be deemed omitted, modified or altered to the extent required to conform thereto, but the remaining provisions hereof shall remain enforceable as written.

Customer signature	
Signature:	Date:
Print name:	
Title:	

Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:
Print name:	
Title:	

ADDENDUM TO SHORT FORM LEASE AGREEMENT NO. 2210130295 BETWEEN FLEX FINANCIAL, A DIVISION OF STRYKER SALES, LLC AND CITY OF CORINTH

This Addendum is hereby made a part of the agreement described above (the "Agreement"). In the event of a conflict between the provisions of this Addendum and the provisions of the Agreement, the provisions of this Addendum shall control.

The parties hereby agree as follows:

- A new Section 10 is hereby added to the Agreement which shall read as follows:

"10. Upgrade of Equipment. We will provide you with the opportunity to upgrade your Equipment within the same product class and with like technology, upon our offering such upgraded Equipment for general sale, under terms and conditions as mutually agreed upon at the time of upgrade, including the interest rate applicable to the upgrade transaction, amount financed, payment, term and tax rates. In the event you elect to upgrade your Equipment as herein provided, you shall give us 30 days' prior written notice. Any Equipment upgrade is subject to the credit approval at that time and subject to the execution of mutually acceptable documentation; it being agreed to and understood that this option will not change your obligations under the Agreement, unless and until new mutually acceptable documentation is executed."

Customer signature		Accepted by Flex Financial, a division of Stryker Sales, LLC	
Signature:	Date:	Signature:	Date:
Print name:		Print name:	
Title:		Title:	



CITY OF CORINTH

Staff Report

Meeting Date:	11/4/2021	Title:	Purchase Sports Field Solutions – Ball Field Renovations
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider approval of a contract with Sports Field Solutions to renovate the ball fields at Community Park, in an amount not to exceed \$76,158, through the BuyBoard, and authorizing the City Manager to execute the necessary documents.

Item Summary/Background/Prior Action

The current baseball and softball fields are 20 years old and require significant repairs to the fields. Internally, staff has addressed drainage, irrigation, and alignment issues, but staff does not have the time required to rehab these fields. Last year the Parks Division completed one softball field during the “offseason” but were unable to complete their daily tasks during this time. Public Works is requesting approval of FY 2021-2022 purchases not to exceed \$76,158 to cover improvements (labor and field material) to five baseball fields, and three softball fields with Sports Field Solutions.

Staff Recommendation/Motion

Staff recommends approval as presented.



SPORTS FIELD

SOLUTIONS

October 7, 2021 (Revision October 13, 2021)

City of Corinth
Melissa Dolan
3700 Corinth Pkwy
Corinth, TX 76208
P: 940.498.7510
E: Melissa.Dolan@cityofcorinth.com

Re: City of Corinth – Community Park baseball and softball field renovations

Melissa,

At Sports Field Solutions, we pride ourselves on being a one-stop shop for our customers. In addition to building and maintaining both natural and synthetic turf fields, we also offer complete irrigation system installation and repair, field renovation and game preparation, commercial landscape construction, and full facilities maintenance. We, Sports Field Solutions, are pleased to provide the below budgetary scope of work for renovations at the baseball and softball fields at Community Park in Corinth; to be procured through BuyBoard contracts *Indoor and Outdoor Sports Surfaces, Repair, and Renovation, and Gym Floor Refinishing 641-21*.

Project Total **\$76,158.00**

Large Baseball Field #1

- Receive existing site and measure current field dimensions for the sport of baseball
- Provide and place 25 tons of Pro Play Classic infield mix
- Till, laser grade, roll and hydrate +/- 8,000 square feet of infield surface
- Rebuild/reshape pitchers' mound
- Remove +/- 1,200 square feet of existing sod around back arc, pitchers' mound and home plate
- Grade and level existing soil to meet new grade of infield
- Lay +/- 1,200 square feet of bermuda grass
- Provide and place new base anchors, pitching rubber and home plate
- Install Jox Boxes. *Product to be provided by customer.*
- Debris to be disposed of by Owner
- Clean-up as required

Site Total **\$13,852**



SPORTS FIELD

SOLUTIONS

Large Baseball Field #2

- Receive existing site and measure current field dimensions for the sport of baseball
- Provide and place 25 tons of Pro Play Classic infield mix
- Till, laser grade, roll and hydrate +/- 8,000 square feet of infield surface
- Rebuild/reshape pitchers' mound
- Remove +/- 1,200 square feet of existing sod around back arc, pitchers' mound and home plate
- Grade and level existing soil to meet new grade of infield
- Lay +/- 1,200 square feet of bermuda grass
- Provide and place new base anchors, pitching rubber and home plate
- Install Jox Boxes. *Product to be provided by customer.*
- Debris to be disposed of by Owner
- Clean-up as required

Site Total

\$13,852

Small Baseball Field #1

- Receive existing site and measure current field dimensions for the sport of baseball
- Provide and place 25 tons of Pro Play Classic infield mix
- Till, laser grade, roll and hydrate +/- 4,000 square feet of infield surface
- Rebuild/reshape pitchers' mound
- Remove +/- 800 square feet of existing sod around back arc, pitchers' mound and home plate
- Grade and level existing soil to meet new grade of infield
- Lay +/- 800 square feet of bermuda grass
- Provide and place new base anchors, pitching rubber and home plate
- Install Jox Boxes. *Product to be provided by customer.*
- Debris to be disposed of by Owner
- Clean-up as required

Site Total

\$10,296

Small Baseball Field #2

- Receive existing site and measure current field dimensions for the sport of baseball
- Provide and place 25 tons of Pro Play Classic infield mix
- Till, laser grade, roll and hydrate +/- 4,000 square feet of infield surface
- Rebuild/reshape pitchers' mound
- Remove +/- 800 square feet of existing sod around back arc, pitchers' mound and home plate
- Grade and level existing soil to meet new grade of infield
- Lay +/- 800 square feet of bermuda grass
- Provide and place new base anchors, pitching rubber and home plate
- Install Jox Boxes. *Product to be provided by customer.*
- Debris to be disposed of by Owner
- Clean-up as required



SPORTS FIELD

SOLUTIONS

Site Total	\$10,296
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Small Baseball Field #3

- Receive existing site and measure current field dimensions for the sport of baseball
- Provide and place 25 tons of Pro Play Classic infield mix
- Till, laser grade, roll and hydrate +/- 4,000 square feet of infield surface
- Rebuild/reshape pitchers' mound
- Remove +/- 800 square feet of existing sod around back arc, pitchers' mound and home plate
- Grade and level existing soil to meet new grade of infield
- Lay +/- 800 square feet of bermuda grass
- Provide and place new base anchors (3 sets), pitching rubber and home plate
- Install Jox Boxes. *Product to be provided by customer.*
- Debris to be disposed of by Owner
- Clean-up as required

Site Total	\$10,975
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Softball Field #1 - bases

- Receive existing site and measure current field dimensions for the sport of softball
- Provide and place Diamond Pro Red Infield Conditioner.
- Install Jox Boxes. *Product to be provided by customer.*
- Debris to be disposed of by Owner.
- Clean-up as required.

Site Total	\$3,900
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Softball Field #2 – laser grade

- Receive existing site and measure current field dimensions for the sport of baseball
- Provide and place 75 tons of Pro Play Classic infield mix
- Till, laser grade, roll and hydrate +/- 9,000 square feet of infield surface
- Provide and place new base anchors (3 sets), pitching rubber and home plate
- Install Jox Boxes. *Product to be provided by customer.*
- Debris to be disposed of by Owner
- Clean-up as required

Site Total	\$12,987
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SPORTS FIELD SOLUTIONS

Add-Alternates

1. Rye to Bermuda Transition.....\$490.00
 - Provide and install herbicide to encourage transition of sod to Bermuda grass.
2. Diamond Pro Red Infield Conditioner (25 Tons).....\$3,888.00
3. Pro Play Classic Infield Mix (25 Tons).....\$1,100.00

Exclusions

- Any item of work not specifically listed above.
- Debris removal
- Any building permits or site inspection fees.
- Soil stabilization and/or rock excavation.
- Utility impact fees.
- Unknown subterranean conditions that may impede construction.
- Fencing and/or fence repairs.
- Electrical work of any kind.
- Materials testing.
- Irrigation repair.
- Sales and/or use tax.

Again, we are excited to provide you with the budgetary scope of work for your project in Corinth, TX. Feel free to reach out if you have any clarifications or questions as you review the proposal. We look forward to working closely with the City of Corinth as your project is developed.

Kind Regards,

Mark Olson
Sports Field Solutions
385.265.1180



CITY OF CORINTH

Staff Report

Meeting Date:	11/4/2021	Title:	Grant Lynchburg Creek
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input checked="" type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input checked="" type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <i>Decision:</i> <input type="checkbox"/> Governance Policy <input checked="" type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider approval of entering into a contract with the Texas Water Development Board as the administrator of the Federal Emergency Management Agency's Flood Mitigation Assistance Program and authorizing the City Manager to execute the necessary documents. Total project cost \$3,876,844.20, Federal Share Not to exceed \$2,907,633.14, Local Share estimated to be \$969,211.06.

Item Summary/Background/Prior Action

Lynchburg Creek is the most impaired watershed in Corinth. A recent FEMA Flood Insurance Rate Map (FIRM) added approximately 70 homes into the floodplain. Knowing this was to occur, the City hired Jones|Carter Engineers (J|C) to actively study the watershed and develop flood mitigation measures. J|C was tasked with studying two areas of the watershed where the increased floodplain is affecting existing homes. J|C developed 10% plans and performed hydrologic and hydraulic analysis. This analysis determined that a variety of solutions would need to be implemented: regional detention and channelization upstream of Amity Village, stream benching and regional detention near the community parks on Corinth Parkway. These proposed mitigation measures were presented to FEMA through a grant application in January 2019 however FEMA bases their grant awards on a benefit cost analysis (BCA) ratio, the project must cost less than the potential in flood insurance claims. The problem with this BCA is that only existing homes with flood insurance are included in the analysis. And for the City of Corinth, the new FEMA FIRM would not become effective until June 2020. Homes that are identified to be within the 1% chance floodplain on the FIRM and the homeowners have a federally backed mortgage, are required to obtain flood insurance. Because 70 homes had not yet been required to obtain flood insurance, the BCA score in 2019 was insufficient to be competitive in the grant program.

Knowing this information, the City held a well-attended townhall meeting in October 2019 to help educate the community. Individual letters were sent to all landowners within the Lynchburg creek floodplain. An insurance specialist from FEMA was in attendance to assist in explaining the how, what's and whys of flood insurance. Through this effort, more homeowners obtained flood insurance which then helped increase the BCA and therefore the City was competitive in the January 2020 FEMA Flood Mitigation Assistance Program grant application. In June 2020, FEMA selected our

project to be “Identified for Further Review”. This required additional information to be gathered by J|C and passed along to FEMA. This included Environmental Assessment and Archeological Study, reviewed through the State of Texas and passed on to FEMA. In August 2021 this analysis was approved, and FEMA authorized the grant project.

FEMA passes the grant funds along to the Texas Water Development Board (TWDB) as a state agency to manage the grant funds. This action item is to approve the contract between the City of Corinth and the TWDB such that the City can begin the detailed design, land/easement acquisition and construction of the flood mitigation measures.

The City is actively working on a Statement of Qualifications (SOQ) for an engineering firm to contract with moving forward through this grant process. The City must be careful and ensure all procurement is following federal and state procurement regulations.

Financial Impact

Total project cost \$3,876,844.20, Federal Share Not to exceed \$2,907,633.14, Local Share estimated to be \$969,211.06. Local Share funds are available in the Capital Improvements Funds

Applicable Owner/Stakeholder Policy

Staff Recommendation/Motion

Motion to approve of entering into a contract with the Texas Water Development Board as the administrator of the Federal Emergency Management Agency’s Flood Mitigation Assistance Program and authorizing the City Manager to execute any necessary documents.

STATE OF TEXAS

TWDB Contract No. 1900012534

COUNTY OF TRAVIS

Flood Mitigation Assistance
Project Grant
City of Corinth

This Contract (hereinafter CONTRACT) is entered into by and between the **TEXAS WATER DEVELOPMENT BOARD** (TWDB), the RECIPIENT, serving as the administrator of the Federal Emergency Management Agency's (FEMA) Flood Mitigation Assistance Program, and the **CITY OF CORINTH**, the SUBRECIPIENT (CONTRACTOR).

SECTION I. SPECIFIC CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT

ARTICLE I. DEFINITIONS:

For the purposes of this CONTRACT, the following terms or phrases are defined as follows:

1. TWDB/RECIPIENT - The Texas Water Development Board, Data Universal Number System (DUNS) No. 091209978, or its designated representative.
2. FEMA - Federal Emergency Management Agency
3. FMA - Flood Mitigation Assistance Program, Catalog of Federal Domestic Assistance (CFDA) No. 97.029
4. 2 CFR PART 200 - Title 2 of the Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
5. CONTRACTOR/SUBRECIPIENT – **City of Corinth**, DUNS No. 158941369
6. EXECUTIVE ADMINISTRATOR - The Executive Administrator of TWDB or a designated representative.
7. PARTICIPANT(s) - Property owners participating in the Flood Mitigation Assistance subgrant. - N/A
8. REQUIRED INTERLOCAL AGREEMENT(s) - N/A
9. FEMA APPROVAL DATE – August 17, 2021
10. TWDB APPROVAL DATE – January 28, 2021

11. PROJECT AREA - The project area is more specifically defined in EXHIBIT B (the original grant application).
12. DEADLINE FOR CONTRACT EXECUTION – December 1, 2021
13. CONTRACT EFFECTIVE DATE – September 16, 2020
14. PROJECT COMPLETION DATE – September 15, 2023
15. CONTRACT EXPIRATION DATE – December 15, 2023
16. TOTAL PROJECT COST - \$ 3,876,844.20
17. FEDERAL SHARE OF THE TOTAL PROJECT COST - Not to exceed \$ 2,907,633.14
18. TWDB SHARE OF THE TOTAL PROJECT COST - \$ 0.00
19. LOCAL SHARE OF THE TOTAL PROJECT COST - is estimated to be \$ 969,211.06
20. PAYMENT REQUEST SCHEDULE - Submit payment requests totaling a minimum of \$5,000 on a Federal quarterly basis, unless it is the final payment request being submitted.
21. OTHER SPECIAL CONDITIONS AND EXCEPTIONS TO STANDARD AGREEMENT (ALL SPECIAL CONDITIONS ARE SUBJECT TO THE INDIVIDUAL CONTRACT CIRCUMSTANCES.):
 - A. No reimbursement or advance will be released until CONTRACTOR submits an implementation plan and the plan or any future modifications are approved by TWDB.
 - B. All costs must be incurred during the period of performance unless pre-award costs are approved. A total of \$ 76,640 in pre-award expenses is an allowable expense and will be considered for reimbursement under this CONTRACT. Eligible pre-award expenses must have incurred eight months prior to the opening of the Flood Mitigation Assistance grant application period but before FEMA's award of the subgrant.

SECTION II. STANDARD AGREEMENT

ARTICLE I. RECITALS

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

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

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

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

NOW, THEREFORE, TWDB and CONTRACTOR agree as follows:

ARTICLE II AGREEMENTS

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

ARTICLE III. PERIOD OF PERFORMANCE

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

ARTICLE IV. APPLICABLE FEDERAL LAWS AND RULES

FEMA requires all grant recipients and subrecipients to comply with federal laws and rules. These federal laws and rules are listed in Article VIII of the FEMA Award Package (EXHIBIT A), which is incorporated herein and made a permanent part of this CONTRACT. CONTRACTOR must comply with all federal laws and rules listed in EXHIBIT A. All FEMA grants are also subject to the following requirements:

1. TWDB will reimburse CONTRACTOR for costs determined by FEMA to be allowable, allocable, necessary and reasonable in accordance with 2 CFR Part 200.
2. CONTRACTOR must follow applicable matching or cost-sharing requirements found in 2 CFR Part 200, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, as required (EXHIBIT A).
3. The project will be administered by CONTRACTOR following the Hazard Mitigation Assistance (HMA) Unified Guidance in effect when the application (EXHIBIT B) was submitted to FEMA, which is available at www.fema.gov.
4. CONTRACTOR must notify TWDB of any funds transferred to FEMA arising from the performance of this CONTRACT, along with accrued interest, if any.
5. Construction Project Requirements
 - A. Acceptance of federal funding requires FEMA, TWDB and CONTRACTOR to comply with all federal, state, and local laws prior to the start of any construction activity. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
 - B. Any changes to the approved scope of work as outlined in EXHIBITS A and B will require re-evaluation by TWDB and FEMA for CONTRACTOR compliance with the National Environmental Policy Act and other laws and Executive Orders.
 - C. If ground disturbing activities occur during construction, CONTRACTOR must ensure monitoring of the ground disturbance and, if any potential archeological resources are discovered, CONTRACTOR must immediately cease construction in that area and notify TWDB and FEMA.
6. Publication Rights. Any publication resulting from work performed under this CONTRACT must include an acknowledgement of FEMA financial support and a statement that the publication does not constitute an endorsement nor reflect the views of FEMA or TWDB.
7. Contract Amendments. No subsequent grants, monetary increase amendment, or time extension amendment will be approved unless all overdue financial or performance

reports have been submitted to TWDB by CONTRACTOR. Exceptions to this policy can be approved only by FEMA.

8. Registration and Reporting Requirement. Pursuant to the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, CONTRACTOR is required to obtain a Data Universal Numbering System (DUNS) number and register with System of Award Management (www.sam.gov). Registration and reporting requirement must be maintained during the life of this CONTRACT.

ARTICLE V. INTELLECTUAL PROPERTY: OWNERSHIP, PUBLICATION, AND ACKNOWLEDGEMENT

1. For purposes of this Article, “Contractor Works” are work products developed by CONTRACTOR and any Subcontractors using funds provided under this CONTRACT or otherwise rendered in or related to the performance in whole or part of this CONTRACT, including but not limited to reports; drafts of reports; material, data, drawings, studies, analyses, notes, plans, computer programs and codes; or other work products, whether final or intermediate.
 - A. It is agreed that all Contractor Works are the joint property of TWDB and CONTRACTOR.
 - B. The parties hereby agree that, if recognized as such by applicable law, the Contractor Works are intended to and will be works-made-for-hire with joint ownership between TWDB and CONTRACTOR as such works are created in whole or part.
 - C. If Contractor Works do not qualify as works-made-for-hire under applicable law, CONTRACTOR hereby conveys co-ownership of such works to TWDB as they are created in whole or part. If present conveyance is ineffective under applicable law, CONTRACTOR agrees to convey a co-ownership interest of Contractor Works to TWDB after creation in whole or part of such works, and to provide written documentation of such conveyance upon request by TWDB.
 - D. TWDB and CONTRACTOR acknowledge that the copyright in and to copyrightable Contractor Works subsists upon creation of the Contractor Works and its fixing in any tangible medium. CONTRACTOR or TWDB may register the copyrights to such Works jointly in the names of CONTRACTOR and TWDB.
 - E. TWDB and CONTRACTOR each have full and unrestricted rights to use Contractor Works with no compensation obligation.
2. “Use” of a work product, whether Contractor Works, Subcontractor Works or otherwise, means and includes, without limitation hereby, any lawful use, copying or dissemination of the work product, or any lawful development, use, copying or dissemination of derivative works of the work product, in any medium or form, whether now known or

later existing.

3. “No Compensation Obligation” means there is no obligation on the part of one co-owner or licensee of a work, whether Contractor Works, Subcontractor Works or otherwise, to compensate other co-owners, licensees or licensors of the work for any use of the work by the using co-owner or licensee, including but not limited to compensation for or in the form of: royalties; co-owner or licensee accounting; sharing of revenues or profits among co-owners, licensees or licensors; or any other form of compensation to the other co-owners, licensees or licensors on account of any use of the work.
4. “Dissemination” includes, without limitation hereby, any and all manner of: physical distribution; publication; broadcast; electronic transmission; internet streaming; posting on the Internet or world wide web; or any other form of communication, transmission, distribution, sending or providing, in any forms or formats, and in or using any media, whether now known or later existing.
5. TWDB has an unlimited, unrestricted, perpetual, irrevocable, non-exclusive royalty-free right to access and receive in usable form and format, and to use all technical or other data or information developed by CONTRACTOR and Subcontractor in, or otherwise resulting from, the performance of services under this CONTRACT.
6. For purposes of this Article, “Subcontractor Works” includes all work product developed in whole or part by or on behalf of Subcontractors engaged by CONTRACTOR to perform work for or on behalf of any CONTRACTOR under this CONTRACT (or by the Subcontractors’ Subcontractors hereunder, and so on). CONTRACTOR must secure in writing from any Subcontractors so engaged:
 - A. unlimited, unrestricted, perpetual, irrevocable, royalty-free rights of TWDB (and, if desired, of CONTRACTOR) to access and receive, and to use any and all technical or other data or information developed in or resulting from the performance of services under such engagement, with No Compensation Obligation; and either:
 - B. assignment by the Subcontractor to TWDB (and, if desired by them, jointly to CONTRACTOR) of ownership (or joint ownership with the Subcontractor) of all Subcontractor Works, with No Compensation Obligation; or
 - C. grant by Subcontractor of a non-exclusive, unrestricted, unlimited, perpetual, irrevocable, world-wide, royalty-free license to TWDB (and, if desired by them, CONTRACTOR) to use any and all Subcontractor Works, including the right to sublicense use to third parties, with No Compensation Obligation.
7. No unauthorized patents. Contractor Works and Subcontractor Works or other work product developed or created in the performance of this CONTRACT or otherwise using funds provided hereunder must not be patented by CONTRACTOR or their Subcontractor(s) unless Executive Administrator consents in writing to submission of an

application for patent on such works; and provided that, unless otherwise agreed in [writing](#):

- A. any application made for patent must include and name TWDB (and, as applicable and desired by them, CONTRACTOR) as co-owners of the patented work;
 - B. no patent granted will in any way limit, or be used by CONTRACTOR or Subcontractor to limit or bar TWDB's rights hereunder to access and receive in useable form and format, and right to use, any and all technical or other data or information developed in or resulting from performance pursuant to this CONTRACT or the use of funds provided hereunder; and
 - C. TWDB (and, if applicable, CONTRACTOR) will have no compensation obligation to any other co-owners or licensees of any such patented work, unless otherwise expressly agreed in writing.
8. CONTRACTOR must include terms and conditions in all contracts or other engagement agreements with any Subcontractors as are necessary to secure these rights and protections for TWDB and must require that Subcontractors include similar such terms and conditions in any contracts or other engagements with their Subcontractors. For the purposes of this section, "Subcontractors" includes independent contractors (including consultants) and also employees working outside the course and scope of employment.
 9. Any work products subject to a TWDB copyright or joint copyright and produced or developed by CONTRACTOR or its Subcontractor(s) pursuant to this CONTRACT or using any funding provided by TWDB may be reproduced in any medium, form or format by TWDB or CONTRACTOR at their own cost, and be disseminated in any medium, format or form by any party at its sole cost and in its sole discretion. CONTRACTOR may utilize such work products it deems appropriate, including dissemination of such work products or parts thereof under their own name, provided that any TWDB copyright is noted on the materials.
 10. CONTRACTOR agrees to promptly notify TWDB regarding any media requests or inquiries relating to the work performed under this CONTRACT.

ARTICLE VI. GENERAL TERMS AND CONDITIONS

1. GENERAL TERMS

- A. **Disaster Recovery Plan.** Upon request of TWDB, CONTRACTOR must provide descriptions or copies of its business continuity and disaster recovery plans.
- B. **Dispute Resolution.** The dispute resolution process provided for in Texas Government Code Chapter 2009 is available to the parties to resolve any dispute

arising under the CONTRACT.

- C. **Funding Limitation.** CONTRACTOR understands that all obligations of TWDB under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to TWDB if such funds are not appropriated or become unavailable.

- D. **Governing Law and Venue.** This CONTRACT will be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this CONTRACT is fixed in any court of competent jurisdiction in Travis County, Texas, unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to TWDB.

- E. **Indemnification.** CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND TWDB, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF CONTRACTOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE MUST BE COORDINATED BY CONTRACTOR WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT, AND CONTRACTOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. CONTRACTOR AND TWDB AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

- F. **Public Information Act.** Information, documentation, and other material in connection with this CONTRACT may be subject to public disclosure pursuant to Texas Government Code Chapter 552 (the "Public Information Act"). In accordance with Texas Government Code § 2252.907, CONTRACTOR is required to make any information created or exchanged with the State pursuant to the grant solicitation or contract and not otherwise excepted from disclosure under the Public Information Act available in a format that is accessible to the public at no additional charge to the State.

- G. **State Auditor's Right to Audit.** The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the CONTRACT or indirectly through a subcontract under the CONTRACT. The acceptance of funds directly under the CONTRACT or indirectly through a subcontract under the CONTRACT acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or

investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

- H. **Severability.** Should any one or more provisions of this CONTRACT be held to be null, void, voidable, or, for any reason whatsoever, of no force and effect, such provision(s) will be construed as severable from the remainder of this CONTRACT and will not affect the validity of all other provisions of this CONTRACT, which will remain in full force and effect.

2. AFFIRMATIONS AND CERTIFICATIONS

- A. **Child Support Obligation.** CONTRACTOR represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and contractors to certify accordingly: "Under Texas Family Code § 231.006, the contractor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."
- B. **Contract Oversight.** CONTRACTOR represents and warrants that it will maintain oversight to ensure that CONTRACTOR and Subcontractor(s) perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. **Debts and Delinquencies.** CONTRACTOR agrees that any payments due under the CONTRACT will be applied towards any debt or delinquency that is owed to the State of Texas, including but not limited to delinquent taxes, delinquent student loan payments and delinquent child support.
- D. **Disclosure Protections for Certain Charitable Organizations,** Charitable Trusts and Private Foundations. CONTRACTOR represents and warrants that it will comply with Texas Government Code § 2252.906, relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.
- E. **Excluded Parties.** CONTRACTOR certifies that it is not listed on the federal government's terrorism watch list as described in Executive Order 13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control.
- F. **Executive Head of a State Agency.** In accordance with Texas Government Code §

669.003, relating to contracting with the executive head of a state agency, CONTRACTOR certifies that it is not: 1) the executive head of TWDB; 2) a person who at any time during the four years before the date of this CONTRACT was the executive head of TWDB; or 3) a person who employs a current or former executive head of TWDB.

- G. **Legal Authority.** CONTRACTOR represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of CONTRACTOR's governing body, authorizing the filing of the application or response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of CONTRACTOR to act in connection with the application or response and to provide such additional information as may be required.
- H. **Lobbying Expenditure Restriction.** CONTRACTOR represents and warrants that TWDB's payments to CONTRACTOR and CONTRACTOR's receipt of appropriated or other funds under the contract or grant are not prohibited by Texas Government Code §§ 403.1067 or 556.0055, which restrict lobbying expenditures.
- I. **No Conflicts of Interest.** CONTRACTOR represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance with 2 CFR § 200.112.
- J. **No Waiver of Sovereign Immunity.** The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by TWDB or the State of Texas of any immunities from suit or from liability that TWDB or the State of Texas may have by operation of law.
- K. **Open Meetings.** If CONTRACTOR is a governmental entity, CONTRACTOR represents and warrants its compliance with Texas Government Code Chapter 551, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.
- L. **Political Polling Prohibition.** CONTRACTOR represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity which performs political polling.
- M. **Records Retention.** CONTRACTOR represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. TWDB reserves the right to direct a contractor to retain documents for a longer period of time or transfer certain records to TWDB custody when it is determined the records possess longer term retention value. CONTRACTOR must include the substance of this clause in all subawards and subcontracts.

- N. **Subaward Monitoring.** CONTRACTOR represents and warrant that it will monitor the activities of any subrecipient as necessary to ensure that subawards are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved.
- O. **Suspension and Debarment.** CONTRACTOR certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

ARTICLE VII. STANDARDS OF PERFORMANCE.

- 1. **Personnel.** CONTRACTOR must assign only qualified personnel to perform the services required under this CONTRACT. CONTRACTOR is responsible for ensuring that any Subcontractor utilized also assigns only qualified personnel. Qualified personnel are persons who are properly licensed to perform the work and who have sufficient knowledge, skill and ability to perform the tasks and services required herein according to the standards of performance and care for their trade or profession.
- 2. **Professional Standards.** CONTRACTOR must provide the services and deliverables in accordance with applicable professional standards. CONTRACTOR represents and warrants that it is authorized to acquire Subcontractors with the requisite qualifications, experience, personnel and other resources to perform in the manner required by this CONTRACT.
- 3. **Procurement Laws.** CONTRACTOR must comply with applicable State of Texas procurement laws, rules and policies, as well as 2 CFR §§ 200.319 – 200.326, Methods of Procurement, including but not limited to competitive bidding and the Professional Services Procurement Act, Texas Government Code, Chapter 2254, relating to contracting with persons whose services are within the scope of practice of: accountants, architects, landscape architects, land surveyors, medical doctors, optometrists, professional engineers, real estate appraisers, professional nurses, and certified public accountants.

CONTRACTOR must comply with all regulations listed in 2 CFR Part 200 and state law and procedure for the purchase of equipment and supplies.
- 4. **Independent Contractor.** Both parties hereto, in the performance of this CONTRACT, act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party will not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.
- 5. **Proprietary and Confidential Information.** CONTRACTOR warrants and represents that any information that is proprietary or confidential and is received by CONTRACTOR

from TWDB or any governmental entity will not be disclosed to third parties without the written consent of TWDB or applicable governmental entity, whose consent will not be unreasonably withheld.

6. **Contract Administration.** TWDB will designate a project manager for this CONTRACT. The project manager will serve as the point of contact between TWDB and CONTRACTOR. TWDB's project manager will supervise TWDB's review of CONTRACTOR's technical work, deliverables, draft reports, the FINAL REPORT, payment requests, schedules, financial and budget administration, and similar matters. The project manager does not have any express or implied authority to vary the terms of the CONTRACT, amend the CONTRACT in any way or waive strict performance of the terms or conditions of the CONTRACT.
7. **Nepotism.** CONTRACTOR must comply with Texas Government Code Chapter 573 by ensuring that no officer, employee or member of CONTRACTOR's governing body votes or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition does not prohibit the employment of a person who has been continuously employed for a period of two years prior to the election or appointment of the officer, employee or governing body member related to such person in the prohibited degree.

ARTICLE VIII. DISTRIBUTING GRANT FUNDS

1. TWDB agrees to compensate and reimburse CONTRACTOR in a total amount not to exceed the FEDERAL SHARE OF THE TOTAL PROJECT COST for costs incurred and paid by CONTRACTOR pursuant to performance of this CONTRACT. If applicable, CONTRACTOR will contribute local matching funds in sources and amounts defined as the LOCAL SHARE OF THE TOTAL PROJECT COST. TWDB will reimburse CONTRACTOR for one hundred percent (100%) of FEDERAL SHARE OF THE TOTAL PROJECT COST of each invoice up to ninety percent (90%) pending CONTRACTOR's performance. Upon TWDB's review and approval of project completion according to the specific close-out requirements for FMA, TWDB will pay the remaining ten percent (10%) to CONTRACTOR.
2. Before submitting any subcontractor's invoices and prior to reimbursement or advances of funds, CONTRACTOR must submit a copy of all procurement documents, the scoresheets for all respondents, and the official submittal of the selected subcontractor to TWDB for concurrence with 2 CFR Part 200.319-200.326.
3. CONTRACTOR must submit an implementation plan for review and approval by TWDB prior to commencement of construction activities. The approved implementation plan will then become a permanent part of this CONTRACT as EXHIBIT C.
4. Requests for advance or reimbursement of subcontractor expenses will only be considered where such subcontractor procurement(s) have been submitted and where such subcontracts or agreements have been determined acceptable by the EXECUTIVE

ADMINISTRATOR as described herein. The EXECUTIVE ADMINISTRATOR must provide written review and acceptance of contracts or agreements between CONTRACTOR and subcontractor(s) and between such subcontractors and any other subcontractors prior to CONTRACTOR finalizing such subcontracts or agreements. All subcontract agreements must include the DUNS number for the subcontractor. The purpose of this review is solely to ensure that the subcontracts and agreements are consistent with this CONTRACT and that the rights of TWDB are protected. CONTRACTOR understands that CONTRACTOR should obtain its own legal review of subcontracts and agreements that CONTRACTOR enters into. CONTRACTOR agrees that TWDB assumes no legal obligations under its subcontracts or agreements. Each subcontract or agreement must include a detailed budget estimate with specific cost details for each task or specific item of work to be performed by the subcontractor and for each category of reimbursable expenses. The subcontracts must conform to the terms of the CONTRACT and include provisions which require subcontractor compliance with TWDB rules. CONTRACTOR must adhere to all requirements in state law and TWDB rules pertaining to the procurement of professional services. Subcontracts for surveying activities will not be required.

5. CONTRACTOR must submit advance or payment requests and the required documentation for reimbursement according to the PAYMENT REQUEST SCHEDULE and in accordance with the approved task and expense budgets contained in EXHIBIT D to this CONTRACT. For reimbursement, CONTRACTOR must submit a signed and completed Payment Request Checklist along with task and expense spreadsheet (https://www.twdb.texas.gov/about/contract_admin/index.asp) and documentation listed below, according to the PAYMENT REQUEST SCHEDULE. All required reports must be current as detailed in Article X and XI of this section. The Payment Request package must include the following:
 - A. The completed Payment Request Checklist must include the total incurred and paid expenses along with the following information
 - (1) TWDB Contract Number;
 - (2) The reimbursement period; beginning (date) to ending (date);
 - (3) Total Expenses being requested for this period;
 - (4) Total In-kind services, if applicable;
 - (5) Total Federal, TWDB, and Local Share of the total study cost for the billing period, as applicable;
 - (6) Total to be reimbursed by TWDB for the billing period; and
 - (7) Certification, signed by CONTRACTOR's authorized representative, that the expenses submitted for the billing period are a true and correct representation of amounts paid for work performed directly related to this CONTRACT.
 - B. For direct expenses incurred by CONTRACTOR for subcontracted work:
 - (1) Copies of detailed, itemized invoices/receipts from the subcontractor to CONTRACTOR and proof of payment by CONTRACTOR. Credit card summary receipts or statement are not acceptable alone; they must be accompanied by the itemized invoice or receipt; and

- (2) A spreadsheet showing the tasks that were performed; the percent and cost of each task completed; a total cost figure for each direct expense category contained in EXHIBIT D; and the total dollar amount paid to and due to the subcontractor(s). The spreadsheet should also include the expense budget and the cost of each expense item. Any payments of expenses which CONTRACTOR withholds from a subcontractor for the purposes of retainage, will be considered to have been paid by CONTRACTOR for purposes of determining expenses paid.
- C. For direct expenses incurred by CONTRACTOR other than subcontracted work:
 - (1) Copies of detailed, itemized invoices/receipts from expenses purchased by CONTRACTOR and proof of payment by CONTRACTOR. Credit card summary receipts or statement are not acceptable alone; they must be accompanied by the itemized invoice or receipt; and
 - (2) A spreadsheet showing the tasks that were performed, the percent and cost of each task completed, and a total cost figure for each direct expense category contained in EXHIBIT D. The spreadsheet should also include the expense budget and the cost of each expense item.
- D. For travel expenses for CONTRACTOR(s) and/or subcontractors:
 - (1) Names, dates, work locations, time periods at work locations, itemization of and receipts for subsistence expenses of each employee, limited, however, travel is limited to the maximum amounts authorized by the U.S. General Services Administration, as amended or superseded. Receipts required for lodging;
 - (2) Copies of invoices or receipts for transportation costs or, if mileage costs, names, dates, and points of travel of individuals; and
 - (3) All other reimbursable travel expenses i.e., invoices or purchase vouchers showing reason for expense with receipts to evidence the amount incurred.
6. CONTRACTOR has budget flexibility within task and expense budget categories to the extent that the resulting change in amount, in any one task or expense category, does not exceed ten (10%) percent of the total authorized amount by this CONTRACT. Larger deviations require approval by the EXECUTIVE ADMINISTRATOR or designee and FEMA (as per 2 CFR Part 200, the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) which will be documented through an Approved Budget Memorandum to the TWDB contract file. CONTRACTOR will be required to provide written explanation for the overage and reallocation of the task and expense amount.

For all reimbursement requests, including any subcontractor's expenses, the EXECUTIVE ADMINISTRATOR must have determined that any REQUIRED INTERLOCAL AGREEMENT(s) and contracts or agreements between CONTRACTOR and subcontractors are consistent with the terms of this CONTRACT. CONTRACTOR is fully responsible for paying all charges by subcontractors prior to reimbursement by TWDB.

7. CONTRACTOR and its subcontractors must maintain timely, true, and accurate financial accounting documents and records, including copies of invoices and receipts, and must make them available for examination and audit by the EXECUTIVE ADMINISTRATOR. Accounting by CONTRACTOR and its subcontractors must be in a manner consistent with Generally Accepted Accounting Principles (GAAP).
8. If CONTRACTOR chooses and is authorized by TWDB for the advance method for distribution of grant funds under Section I, Article I, Paragraph 21 and submits a Request for Advance Checklist to the EXECUTIVE ADMINISTRATOR, TWDB will advance to CONTRACTOR a percentage of the amount shown in EXHIBIT D not to exceed the amount of the TOTAL PROJECT COST.
9. When CONTRACTOR has incurred expenses sufficient to reconcile the advance received, CONTRACTOR must submit a Request for Advance to the EXECUTIVE ADMINISTRATOR before receiving another advance of the FEDERAL SHARE OF THE TOTAL PROJECT COST. CONTRACTOR must attach the most recent written financial reports described in Section II, Article X and performance report described in Section II, Article XI, Paragraph 1 and the documentation listed in Section II, Article VII, Paragraph 5 to the Request for Advance Checklist. Any expenses incurred by CONTRACTOR exceeding the amount of the previous advance will be reimbursed based on the percentage of the FEDERAL SHARE OF THE TOTAL PROJECT COST of this CONTRACT.
10. Within 30 days of the EXECUTIVE ADMINISTRATOR's final accounting of the amounts expended by CONTRACTOR and the amounts advanced by TWDB to CONTRACTOR, CONTRACTOR must refund to TWDB any advances not used for expenses approved by the EXECUTIVE ADMINISTRATOR. If the amounts expended by CONTRACTOR exceed the amounts advanced by TWDB, the EXECUTIVE ADMINISTRATOR will provide such differences to CONTRACTOR, if not in excess of the FEDERAL SHARE OF THE TOTAL PROJECT COST.
11. Reimbursement Requests that lack required documentation will be denied or short paid if deficiencies are not resolved within 10 business days. Denied Reimbursement Requests or eligible expenses that were short paid must be resubmitted by CONTRACTOR with the required documentation within 30 days or prior to next reimbursement request (whichever sooner) to be reconsidered for reimbursement.
12. If for some reason a reimbursement request cannot be processed due to the need for an amendment to the CONTRACT, CONTRACTOR will be required to resubmit the Payment Request Checklist dated after the execution of the amendment.
13. CONTRACTOR is responsible for any food or entertainment expenses incurred by its own organization or that of its subcontractors, outside that of the travel expenses authorized and approved by the State of Texas under this CONTRACT.
14. CONTRACTOR is responsible for submitting any final payment request and

documentation for reimbursement, along with a request to release any retained funds, no later than 45 days following the PROJECT COMPLETION DATE. Failure to submit a timely final payment request may result in a lapse of funds and unavailability of the remaining funding under this CONTRACT.

ARTICLE IX. SUBCONTRACTS

1. Each Subcontract entered into to perform required work under this CONTRACT must contain the following:
 - A. A detailed budget estimate with specific cost details for each task or specific item of work to be performed by the Subcontractor and for each category of reimbursable expenses.
 - B. A clause stating the following: "Subcontractor agrees and acknowledges that it is subject to all applicable requirements of the master contract between the City of Corinth and the Texas Water Development Board, TWDB Contract No. 1900012534. Subcontractor adopts by reference the requirements of Section II, Article IX of TWDB Contract No. 1900012534 for this Subcontract."
2. All Subcontracts entered into to perform required work under this CONTRACT are also subject to the following requirements:
 - A. The Subcontract is subject to audit by the Texas State Auditor's Office, and Subcontractor must cooperate with any request for information from the Texas State Auditor, as further described in Section II, Article VI, Paragraph 1I.;
 - B. Payments under the Subcontract are contingent upon appropriation of funds by the Texas Legislature, as further described in Section II, Article VI, Paragraph 1C.;
 - C. Ownership of data, materials and work papers, in any media, that is gathered, compiled, adapted for use, or generated by Subcontractor or CONTRACTOR will become data, materials and work owned by TWDB, and Subcontractor will have no proprietary rights in such data, materials and work papers, except as further described in Section II, Article V;
 - D. Subcontractor must keep timely and accurate books and records of accounts according to generally accepted accounting principles, as further described in Section II, Article VIII, Paragraph 7;
 - E. Subcontractor is solely responsible for securing all required licenses and permits from local, state and federal governmental entities and solely responsible for obtaining sufficient insurance in accordance with the general standards and practices of the industry or governmental entity; and

- F. Subcontractor is an independent contractor and TWDB has no liability resulting from any failure of Subcontractor that results in breach of contract, property damage, personal injury or death.

ARTICLE X. FINANCIAL REPORTS

1. CONTRACTOR must submit an original TWDB Quarterly Financial Report (TWDB QFR) and Federal Financial Report (FFR, SF-425) to the TWDB's quarterly report mailbox (FloodGrantQuarterlyReports@twdb.texas.gov) within 15 days following the end of each federal quarter of the PROJECT with the exception of the final report, which is due 45 days after the PROJECT COMPLETION DATE.
2. If applicable, CONTRACTOR must submit any other reports specified in EXHIBIT A of this CONTRACT.

ARTICLE XI. PERFORMANCE REPORTING

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

ARTICLE XII. AMENDMENT, TERMINATION, AND STOP ORDERS

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

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

ARTICLE XIII. CORRESPONDENCE, REPORTS, AND REIMBURSEMENTS

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

For TWDB:

Contract Issues:

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

Payment Request Submission:

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

Physical Address:

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

For the City of Corinth:

Contract Issues:

City Engineer, George S. Marshall, P.E.
3300 Corinth Parkway
Corinth, TX 76208 - 5379
Email: george.marshall@cityofcorinth.com

Payment Request Submission:

Accounts Payable
3300 Corinth Parkway
Corinth, TX 76208 - 5379
Email: AccountsPayable@cityofcorinth.com

Physical Address:

3300 Corinth Parkway
Corinth, TX 76208 - 5379

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

TEXAS WATER DEVELOPMENT BOARD

CITY OF CORINTH

Jeff Walker
Executive Administrator

Bob Hart
City Manager

Date: _____

Date: _____

**EXHIBIT A
FEMA AWARD PACKAGE**

- Award Cover Letter
 - Form 76-10A
- Article of Agreement
 - Cost Review
- National Environmental Policy Act Requirements
 - Notice of Funding Opportunity



FEMA

August 17, 2021

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

Attention: Kathy Hopkins

Reference Award: EMT-2020-FM-E006 (9)

Dear Mr. Walker:

Enclosed is an executed copy of FEMA Form 76-10A reflecting amendment 9 to award number EMT-2020-FM-E006. Your PARS account will be adjusted accordingly.

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

If you have any questions regarding this matter, please contact Marty Chester at 940-898-5216 or marty.chester@fema.dhs.gov.

Sincerely,

GREGORY G MANNING
Greg Manning, CGMS
Assistance Officer

Digitally signed by GREGORY G MANNING
Date: 2021.08.17 07:32:28 -04'00'

Cc: Marty Chester, Supervisory Grants Management Specialist, R6-MIT

Enclosures

Record of Environmental Consideration
FF 76-10A
FF 76-10A Back Page
2019 Agreement Articles-DHS Standard Terms and Conditions

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Section H, Item 4.

Project FMA-PJ-06-TX-2019-005 (0)

Title: City of Corinth - Community Flood Mitigation Project

NEPA DETERMINATION

Non Compliant Flag: No

EA Draft Date:

EA Final Date:

EA Public Notice Date:

EA Fonsi

Level: CATEx

EIS Notice of Intent

EIS ROD Date:

Comment The City of Corinth, Texas is applying for a Flood Mitigation Assistance grant to reduce the risk of flooding to single-family residential structures in the Lynchburg Creek watershed. The proposed FMA project is located in Corinth, Denton County, Texas, and consists of flood mitigation in two main locations: Area 1 (33.1467; -97.0704) and Area 3 (33.15149; -97.05161). The proposed project consists of deepening and widening existing drainage ways, in-line and offline detention, enlarging associated culvert crossings, and minor grading to control and direct sheet flow. Approximately 10 acres of land will need to be acquired for drainage easements for the project improvements in Area 1. Work in Area 3 is proposed on land already owned by the City. Best management practices to be employed are anticipated to be: stabilized construction access points, filter fabric fence, erosion control blankets, rock check dams, and concrete wash-out pits.

The deepening and widening of existing drainage ways will provide conveyance capacity for the 100-year design storm event and prevent overflows into Area 1 from offsite runoff from the west and south. These drainage ways are identified as Channels B1 and C1. Additionally, the linear detention element reduces the flow rate in the westerly draining portion of Lynchburg Creek through Area 1 improving the service level of that section of stream. Widening of Lynchburg Creek between Corinth Community Park and homes along Red Oak Drive provides additional conveyance capacity to reduce the risk of flooding in Area 3.

The project consists of the following primary drainage improvements:

- *. Deepening and widening of an existing ditch that will also serve as inline detention located west of and behind homes along Sharon Drive (referred to as Channel B1). The channel is planned with 4:1 side slopes, and will vary in depth and bottom width as it approaches the linear detention basin.
- *. Enlarged culvert crossing at Silver Meadow Lane and Channel B1. The existing (3) 36" CMPs will be replaced with (2) 8'x4' RCBs.
- *. The linear detention element of Channel B1 mitigates downstream impacts from the increased conveyance capacity provided by other aspects of the project. The linear detention basin will discharge into Lynchburg Creek via a 36" RCP culvert. An extreme event overflow weir (25-feet wide) will be present above the 100-year water surface elevation. The basin provides approximately 17.4 acre-feet of storage in a 100-year event.
- *. Deepening and widening of an existing ditch located south of and behind homes along Valley View Drive (referred to as Channel C1). The channel is planned with 4:1 side slopes, a 10-foot bottom width for the upstream portion, and a triangular section for the downstream portion due to physical constraints. Channel C1 ties into Lynchburg Creek upstream of Corinth Parkway.
- *. Enlarged culvert crossing at Sharon Drive and Channel C1. Existing (2) 36" CMPs will be replaced with (1) 10'x4' RCB.
- *. Enlarged culvert crossing at Oak Hill Drive and Channel C1. Existing (2) 18" CMPs will be replaced with (2) 8'x4' RCBs.
- *. Fill low areas of the berm directing drainage to existing detention pond located north of the intersection of Hillside Drive and Sharon Drive. The berm is located to the north of the homes on the north side of Hillside Drive.
- *. Construct emergency overflow weir from existing detention pond located north of Hillside Drive to proposed Channel B1. In existing conditions, if the pond were to overflow, it would flow over a low section of the berm north of Hillside Drive and impact numerous residential structures in Area 1.
- *. Reconfigure the pumped discharge point of the existing detention pond to proposed Channel B1.
- *. Excavation in the left overbank of Lynchburg Creek on City owned property north of the creek in the vicinity of Red Oak Drive and Corinth Community Park. An existing sports field area will be excavated to provide detention that will reduce high stage flows on Lynchburg Creek. The intent is to maintain a useable area in the pond bottom so that the area may still function as a sports practice field. The pond will feature a 30" CMP outfall and a 40-foot-wide weir to accept high stage flows from Lynchburg Creek. Unnamed Tributary 1 will drain through the pond, which will also detain these flows.
- *. Enlarged culvert crossing at Red Oak Drive and Lynchburg Creek Tributary 2. Existing (2) 54" RCPs will be replaced with (3) 60" RCPs.

This project has been determined to be Categorically Excluded from the need to prepare either an Environmental Impact Statement or Environmental Assessment in accordance with FEMA Instruction 108 1 1 and DHS Instruction 023 01 001 01; CATEx (N9). Particular

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Section H, Item 4.

Project FMA-PJ-06-TX-2019-005 (0)

Title: City of Corinth - Community Flood Mitigation Project

attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding.
- dcook125 - 07/19/2021 11:53:49 GMT

CATEX CATEGORIES

Catex Category Code	Description	Selected
*n9	(*n9) Federal Assistance for Flood Hazard Reduction Actions. Federal assistance for drainage, berm, water crossing, and detention, retention, or sediment pond projects which have the primary purpose of addressing flood hazards and: (a) Do not affect more than 25 acres, (b) Do not result in adverse flood risk effects to downstream communities, (c) Do not result in any increase of flood levels within the community during the occurrence of the base flood discharge if the action takes place within the regulatory floodway, and (d) Where the effect of the proposed project when combined with other existing or reasonably foreseeable development will not increase water surface elevation of the base flood more than one foot at any point within the community if the action takes place in a floodplain with no regulatory floodway. This CATEX covers minor flood control actions as identified in Sections 1366 and 1361 of the National Flood Insurance Act (NFIA). Actions that are not covered in Sections 1366 and 1361 of the NFIA, such as dikes, levees, seawalls, groins, and jetties, are excluded from this CATEX.	Yes

EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would affect waters, including wetlands, of the U.S.	
	Completed	Project may require Section 404/401 or Section 9/10 (Rivers and Harbors Act) permit, including qualification under Nationwide Permits - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone	

TWDB Contract No. 1900012534

Exhibit A, Page 4 of 82

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Section H, Item 4.

Project FMA-PJ-06-TX-2019-005 (0)

Title: City of Corinth - Community Flood Mitigation Project

Environmental Law/ Executive Order	Status	Description area - Review concluded	Comment
Executive Order 11988 - Floodplains	Completed	Located in floodplain or effects on floodplain/flood levels	Portions of the project are located in AE and AE- Floodway zones, of 100-yr flooding, per Flood Insurance Rate Map (FIRM) panels 48121C0389H and 48121C0393H dated 06/19/2020. The proposed action is not likely to result in any potential direct impacts that will adversely affect the natural values and function of floodplains, nor is it likely to increase the risk of flood loss. 8-step checklist attached. - dcook125 - 07/19/2021 12:11:14 GMT
	Completed	Possible adverse effects associated with investment in floodplain, occupancy or modification of floodplain environment	
	Completed	8 Step Process Complete - documentation attached - Review concluded	
Executive Order 11990 - Wetlands	Completed	Located in wetlands or effects on wetlands	A review of the National Wetland Inventory (NWI) online mapper, accessed on 7/19/21, for the site indicates that portions of the project area are located within a designated wetland. However, the project is not likely to affect wetlands. - dcook125 - 07/19/2021 14:19:25 GMT
	Completed	Possible adverse effect associated with constructing in or near wetland	
	Completed	Review completed as part of floodplain review - Review concluded	
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	No listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	"This project is exempt from the provisions of the FPPA," Carlos Villarrea, NRCS, March 1, 2019. - dcook125 - 07/19/2021 11:56:27 GMT

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Section H, Item 4.

Project FMA-PJ-06-TX-2019-005 (0)

Title: City of Corinth - Community Flood Mitigation Project

Environmental Law/ Executive Order	Status	Description	Comment
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	FEMA has determined that there will be No Historic Properties Affected. SHPO concurrence with this determination was received, dated June 7, 2021. Consultation with the Comanche Nation, Delaware Nation, Jena Band of Choctaw, Kiowa Tribe, Tonkawa Tribe of Indians of Oklahoma, and Wichita and Affiliated Tribes was conducted per 36 CFR §800.2(c)(2)(i)(B). Response from the Comanche Nation dated July 13, 2021, state that the proposed project will not adversely affect traditional, religious, or culturally significant sites. The Delaware Nation, Jena Band of Choctaw, Kiowa Tribe, Tonkawa Tribe of Indians of Oklahoma, and Wichita and Affiliated Tribes did not provide comments within 30 days or declined to comment. FEMA has determined that the proposed project will not adversely affect traditional, religious, or culturally significant sites. - rmoyer1 - 07/19/2021 14:09:09 GMT
	Completed	No properties in the project area are 50 years or older or listed on the National Register - Review concluded	
	Completed	Project affects undisturbed ground	
	Completed	Project area has potential for presence of archeological resources	
	Completed	Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)	Completed	Review concluded	

RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Section H, Item 4.

Project FMA-PJ-06-TX-2019-005 (0)

Title: City of Corinth - Community Flood Mitigation Project

Environmental Law/ Executive Order	Status	Description	Comment
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

CONDITIONS

Special Conditions required on implementation of Projects:

Applicant must coordinate with the local floodplain administrator and obtain required permits prior to initiating work, including any necessary certifications that encroachments within the adopted regulatory floodway would not result in any increase in flood levels within the community during the occurrence of the base flood discharge. Applicant must comply with any conditions of permit and all coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

Applicant must comply with any conditions of permit and all coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions. For actions located in the floodplain and/or wetlands, the applicant must issue a final public notice per 44 CFR Part 9.12(e) at least 15 days prior to the start of work. The final notice shall include the following: (1) A statement of why the proposed action must be located in an area affecting or affected by a floodplain or a wetland; (2) A description of all significant facts considered in making this determination; (3) A list of the alternatives considered; (4) A statement indicating whether the action conforms to applicable state and local floodplain protection standards; (5) A statement indicating how the action affects or is affected by the floodplain and/or wetland, and how mitigation is to be achieved; (6) Identification of the responsible official or organization for implementation and monitoring of the proposed action, and from whom further information can be obtained; and (7) A map of the area or a statement that such map is available for public inspection, including the location at which such map may be inspected and a telephone number to call for information

Source of condition: Executive Order 11988 - Floodplains

Monitoring Required: No

The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) and/or any Section 401/402 Permit(s) from the State prior to initiating work. The applicant must comply with all conditions of the required permit(s). All coordination pertaining to these activities should be retained as part of the project file in accordance with the respective grant program instructions.

Source of condition: Clean Water Act (CWA)

Monitoring Required: No

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

Source of condition: Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

Monitoring Required: No

Standard Conditions:

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

**FEDERAL EMERGENCY MANAGEMENT AGENCY
OBLIGATING DOCUMENT FOR AWARD/AMENDMENT**

 O.M. No. 0000-0000
Expires February 29, 2004

1. AGREEMENT NO. EMT-2020-FM-E006		2. AMENDMENT NO. 9		3. RECIPIENT NO. 74-2378168		4. TYPE OF ACTION <input checked="" type="checkbox"/> GRANT <input type="checkbox"/> AWARD <input type="checkbox"/> CA <input checked="" type="checkbox"/> AMENDMENT		5. CONTROL NO. TX00044N2020T, TX00060N2021T, TX00060N2021T, TX00060N2021T, TX00085N2021T, TX00085N2021T, TX00085N2021T, TX00085N2021T, TX00085N2021T, TX00085N2021T		
6. RECIPIENT NAME AND ADDRESS Texas Water Development Board 1700 North Congress Avenue P.O. Box 13231 Austin, TX 78711-3231				7. ISSUING FEMA OFFICE AND ADDRESS FEMA Region VI Federal Regional Center 800 N. Loop 288 Denton, TX 76209			8. PAYMENT OFFICE AND ADDRESS			
9. NAME OF RECIPIENT PROJECT OFFICER Kathy Hopkins				PHONE NO. 512-463-6198		10. NAME OF FEMA PROJECT OFFICER Marty Chester			PHONE NO. 940-898-5216	
11. EFFECTIVE DATE OF THIS ACTION 08/17/2021		12. METHOD OF PAYMENT <input type="checkbox"/> HHS, SMARTLINK <input type="checkbox"/> SF 270 <input checked="" type="checkbox"/> OTHER PARS			13. ASSISTANCE ARRANGEMENT <input type="checkbox"/> COST REIMBURSEMENT <input checked="" type="checkbox"/> COST SHARING <input type="checkbox"/> OTHER			14. PERFORMANCE PERIOD From: 09/16/2020 To: 09/15/2023 BUDGET PERIOD From: To:		
15. DESCRIPTION OF ACTION a. (Indicate funding data for awards or financial changes)										
PROGRAM NAME ACRONYM	CFDA NO.	ACCOUNTING DATA (ACCS CODE) XXXX-XXX-XXXXXX-XXXX-XXXX-XXXX-X			PRIOR TOTAL AWARD	AMOUNT AWARDED THIS ACTION + or (-)	CURRENT TOTAL AWARD	CUMULATIVE NON-FEDERAL COMMITMENT		
FMA PJ, PL	97.029	2020-05-JG05-R062-4101-D 2021-05-JG05-R062-4101-D			\$429,159.20 \$40,934,068.06	\$0.00 \$2,907,633.14	\$429,159.20 \$43,841,701.20	\$0.00 \$2,566,669.12		
TOTALS ➡					\$41,363,227.26	\$2,907,633.14	\$44,270,860.40	\$2,566,669.12		
b. To describe changes other than funding data or financial changes, attach schedule and check here <input checked="" type="checkbox"/>										
16a. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO FEMA (See Block 7 for address)										
16b. FOR DISASTER PROGRAMS: RECIPIENT IS NOT REQUIRED TO SIGN This assistance is subject to the terms and conditions attached to this award notice or incorporated by reference in program legislation or regulation cited above.										
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title) John T. Dupnik						Digitally signed by John T. Dupnik Date: 2021.09.07 15:58:21 -05'00'		DATE		
18. FEMA SIGNATORY OFFICIAL (Name and Title) Greg Manning, CGMS Assistance Officer						GREGORY G MANNING Digitally signed by GREGORY G MANNING Date: 2021.08.17 07:35:04 -04'00'		DATE		

FEMA Form 76-10A, MAR 01

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

Obligation Number: EMT-2020-FM-E006 (9)
 Recipient: Texas Water Development Board
 Program: Flood Mitigation Assistance

Block 15b. Description of Action Changes

Award of funds is based on the application for Federal Assistance submitted by recipient with the following contingencies:

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

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

Purpose: This amendment is created to award FMA-PJ-06-TX-2019-005 as noted below.

The funds awarded for this grant are available for obligation by the recipient during the period **09/16/2020 - 09/15/2023**. The recipient is not authorized to incur new obligations after the expiration date shown below unless a new expiration date is established by FEMA in a letter signed by the FEMA Assistance Officer or through issuance of a new FEMA Form 76-10a.

Sub-grants included in this award:		Federal	Awarded This Action (Add'l Ob or Deob)	Total Federal Share	Non-Federal Share	Awarded This Action (Add'l Ob or Deob)	Total Non-Federal Share	Total	Amend #
FMA-PJ-06-TX-2019-013	City of Vidor Acquisition	\$429,159.20		\$429,159.20	\$0.00		\$0.00	\$429,159.20	A-0
FMA-PJ-06-TX-2019-004	Nassay Bay Elevations	\$1,785,202.50		\$1,785,202.50	\$171,643.50		\$171,643.50	\$1,956,846.00	A-1
FMA-PL-06-TX-2019-006	City of Galveston-Community Flood Mitigation Project - Advance Assistance	\$146,250.00		\$146,250.00	\$48,750.00		\$48,750.00	\$195,000.00	A-1 A-4
FMA-PL-06-TX-2019-007	Houston Public Works Project No 1	\$7,451,910.25		\$7,451,910.25	\$298,848.95		\$298,848.95	\$7,750,759.20	A-6
FMA-PJ-06-TX-2019-008	Orange County - Elevation	\$1,003,984.04		\$1,003,984.04	\$34,998.76		\$34,998.76	\$1,038,982.80	A-1
FMA-PJ-06-TX-2019-002	City of Pearland - Elevations	\$1,073,790.00		\$1,073,790.00	\$0.00		\$0.00	\$1,073,790.00	A-2
FMA-PJ-06-TX-2019-003	Montgomery - Acquisitions	\$10,076,167.19		\$10,076,167.19	\$0.00		\$0.00	\$10,076,167.19	A-3
FMA-PJ-06-TX-2019-010	Galveston County - Elevations	\$6,606,442.21		\$6,606,442.21	\$148,100.64		\$148,100.64	\$6,754,542.85	A-5
FMA-PJ-06-TX-2019-012	City of Houston PW Project No. 3	\$7,208,149.93		\$7,208,149.93	\$248,444.57		\$248,444.57	\$7,456,594.50	A-7
FMA-PJ-06-TX-2019-009	City of Houston PW Project No. 2	\$5,582,171.94		\$5,582,171.94	\$646,671.64		\$646,671.64	\$6,228,843.58	A-8
FMA-PJ-06-TX-2019-005	City of Corinth-Drainage		\$2,907,633.14	\$2,907,633.14		\$969,211.06	\$969,211.06	\$3,876,844.20	A-9
		\$41,363,227.26	\$2,907,633.14	\$44,270,860.40	\$1,597,458.06	\$969,211.06	\$2,566,669.12	\$46,837,529.52	

**FY 2019
FLOOD MITIGATION ASSISTANCE PROGRAM
GRANT AGREEMENT ARTICLES
CFDA# 97.029**

RECIPIENT: Texas Water Development Board

AGREEMENT NUMBER: EMT-2020-FM-E006

AMENDMENT NUMBER: 9

DESIGNATED AGENCY: Federal Emergency Management Agency

PERFORMANCE PERIOD: September 16, 2020 through September 15, 2023

GENERAL INFORMATION:

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

The following Articles I-VIII are FEMA's Grant Award terms and conditions, followed by Department of Homeland Security (DHS) Grant Award Standard Terms and Conditions. The Recipient agrees to abide by all the Grant Award terms and conditions in this document.

ARTICLE I. FEMA AUTHORITY

The United States of America through the Department of Homeland Security's Federal Emergency Management Agency (FEMA) agrees to grant to the State/Indian Tribal or Territory government, hereinafter referred to as "the Recipient," through its designated agency named above, funds in the amount specified on the obligating document, to support the **Flood Mitigation Assistance** Grant Program, authorized under Section 1366 of the National Flood Insurance Act of 1968 (42 U.S.C. 4104c, the "NFIA" or "the Act"), as amended.

ARTICLE II. PROJECT DESCRIPTION

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

ARTICLE III. PERIOD OF PERFORMANCE

The period of performance shall be September 16, 2020 through September 15, 2023. All costs must be incurred during the period of performance, including pre-award costs.

ARTICLE IV. AMOUNT AWARDED

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

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

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

ARTICLE V. COST SHARE

The cost-share requirement for this award varies according to the property loss category.

The cost-share for FMA is authorized by 42 U.S.C. § 4104c(d), as amended:

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

Repetitive Loss list) where the Recipient also maintains a FEMA-approved Standard or Enhanced Mitigation Plans or Tribal plan.

The FMA program offers up to 75% Federal cost-share funding for mitigation activities on other flood-insured properties.

ARTICLE VI. FEMA OFFICIALS

FEMA officials are as follows:

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

The Project Officer is: Marty Chester (940) 898-5216

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

The Assistance Officer is: Greg Manning, CGMS (940) 383-7209

ARTICLE VII. TERMS AND CONDITIONS

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

Federal Funding Accountability and Transparency Act:

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

ASSURANCE COMPLIANCE:

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

Prohibition on Using Federal Funds.

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

Compliance with Program Guidance.

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

BUDGET REVISIONS:

The Recipient shall follow prior approval requirements for budget revisions found in 2 CFR § 200.308. Transfer of funds between total direct cost categories in the approved budget shall receive the prior approval of FEMA when the Federal share of the award exceeds the simplified acquisition threshold and the cumulative transfers among those direct cost categories exceed ten percent of the total budget.

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

Acceptance of Post Award Changes

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

CLOSEOUT:

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

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

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

CONSTRUCTION PROJECT REQUIREMENTS:

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

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

COPYRIGHT:

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

COST SHARE:

The Recipient shall follow cost-sharing requirements mandated by program guidance, statute or regulation and in compliance with 2 CFR § 200.306. Cost-share funding shall be available with the approval of each grant. Period of Performance extensions shall not be approved for delays caused by lack of cost-share funding.

ENFORCEMENT:

FEMA enforcement remedies shall be processed as specified in 2 CFR §§ 200.338-200.342, and for acquisitions, as specified in 44 CFR § 80.19(e), when the terms and conditions of this Grant Agreement are not met.

EQUIPMENT/SUPPLIES:

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

FUNDS TRANSFER:

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

INSURANCE:

In compliance with 42 U.S.C. § 4012a(a), when financial assistance is approved for acquisition or construction purposes within the Special Flood Hazard Area (SFHA), flood insurance shall be maintained for the life of the property regardless of transfer of ownership for any properties.

PAYMENT:

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

imposing the same standards of timing and amount upon any Subrecipient.

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

DUPLICATION OF PROGRAMS:

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

DUPLICATION OF BENEFITS:

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

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

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

NON-DISCRIMINATION:

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

Applicants/Recipients and Subapplicants/Subrecipients will ensure that no discrimination is practiced. Applicants must consider fairness, equity, and equal access when prioritizing and selecting project subapplications to submit with their application. Subapplicants and

Subrecipients must ensure fairness, equity and equal access when consulting and making offers of mitigation to property owners that benefit from mitigation activities.

CHANGES IN SCOPE OF WORK:

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

PERFORMANCE PERIODS:

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

EXTENSIONS:

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

RECOUPMENT OF FUNDS:

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

RECOVERY OF FUNDS:

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

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

REFUND, REBATE, CREDITS:

The Recipient shall transfer to FEMA the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Recipient shall take necessary action to effect

prompt collection of all monies due or which may become due and to cooperate with FEMA in any claim or suit in connection with amounts due.

REPORTS:

Federal Financial Reports (SF-425):

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

Program Performance Reports (SF-PPR):

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

Final Reports:

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

TERMINATION:

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

ARTICLE VIII. GOVERNING PROVISIONS

The Recipient and any Subrecipients shall comply with all applicable laws and regulations, and the Hazard Mitigation Assistance Guidance. A non-exclusive list of laws and regulations applicable to FMA grants follows.

Applicable Statutes and Regulations

Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as

amended, 42 U.S.C. 5121 et seq., and Related Authorities

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

Title 44 of the Code of Federal Regulations (CFR)

44 CFR Part 79-Flood Mitigation Grants

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

44 CFR Part 9-Floodplain Management and Protection of Wetlands2 CFR Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

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

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

48 CFR Subpart 31.2 (Federal Acquisition Regulation)

2020 DHS Standard Terms and Conditions

The 2020 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. These terms and conditions flow down to subrecipients, unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances. Administrative Requirements. Cost Principles. Representations and Certifications

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

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

DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

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6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

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I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

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

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Public Law Number 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101– 12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

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

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968

Recipients must comply with Title VIII of the *Civil Rights Act of 1968*, [Pub. L. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see

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[42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

VIII. **Copyright**

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

IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

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

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. 94- 163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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XIV. **False Claims Act and Program Fraud Civil Remedies**

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

XV. **Federal Debt Status**

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

XVI. **Federal Leadership on Reducing Text Messaging while Driving**

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

XVII. **Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**

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

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

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

XX. **Lobbying Prohibitions**

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

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XXI. National Environmental Policy Act

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) (NEPA)) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. Nondiscrimination in Matters Pertaining to Faith-Based Organizations

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

XXIII. Non-Supplanting Requirement

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

XXIV. Notice of Funding Opportunity Requirements

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

XXV. Patents and Intellectual Property Rights

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. Procurement of Recovered Materials

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, [Pub. L. 89-272](#) (1965), (codified as amended by the *Resource Conservation and Recovery Act*, [42 U.S.C. § 6962](#).) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. Rehabilitation Act of 1973

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#)), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIS\)](#) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition in the SAM Entity Management area.

Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

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4. Reporting Frequency

During any period when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first-tier subawards.

- a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, [Pub. L. 111-5](#)) for a subaward to an entity (See definitions in paragraph 5 of this award term).
- b. *Where and when to report*.
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS.)
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.

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- c. *What to report.* The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov>.

2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
- 1) The total federal funding authorized to date under this award is \$25,000 or more;
 - 2) In the preceding fiscal year, recipients received—
 - a) 80 percent or more of recipients' annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the *Federal Funding Accountability and Transparency Act* (Transparency Act), as defined at [2 C.F.R. 170.320](#) (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* ([15 U.S.C. 78m\(a\), 78o\(d\)](#)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
- 1) As part of the recipient's registration profile at <https://www.sam.gov>.
 - 2) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
- 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and

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- b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>. to determine if the public has access to the compensation information.)
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
- 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

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

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

5. Definitions For purposes of this award term:

- a. *Entity*: means all of the following, as defined in 2 C.F.R. Part 25:
 - 1) A governmental organization, which is a state, local government, or Indian tribe.
 - 2) A foreign public entity.
 - 3) A domestic or foreign nonprofit organization.
 - 4) A domestic or foreign for-profit organization.
 - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- b. *Executive*: means officers, managing partners, or any other employees in management positions.
- c. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.

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- 1) The term does not include recipients' procurement of property and services needed to carry out the project or program.
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.
- d. *Subrecipient*: means an entity that:
- 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See [17 C.F.R. § 229.402\(c\)\(2\)](#)):
- 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.
 - 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. **SAFECOM**

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

XXXI. **Terrorist Financing**

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

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XXXII. Trafficking Victims Protection Act of 2000 (TVPA)

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period the award is in effect.
 - 2) Procure a commercial sex act during the period that the award is in effect.
 - 3) Use forced labor in the performance of the award or subawards under the award.
- b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

2. Provision applicable to recipients other than a private entity.

DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
- b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.

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3. Provisions applicable to any recipient.

- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
- b. It is DHS's right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions. For the purposes of this award term:

- a. *Employee*: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
 - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended in 22 U.S.C. § 7102.

XXXIII. Universal Identifier and System of Award Management

1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. § 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or

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another award term.

2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](https://sam.gov).
- b. *Unique Entity Identifier (UEI)*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
 - 1) A governmental organization, which is a state, local government, or Indian Tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization; and
 - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipient's procurement of property and services needed to carry out the project or program. (See 2 C.F.R. § 200.330.)
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. *Subrecipient* means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

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XXXIV. USA PATRIOT Act of 2001

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c.

XXXV. Use of DHS Seal, Logo and Flags

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

XXXVI. Whistleblower Protection Act

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

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The 2020 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2020. These terms and conditions flow down to subrecipients, unless a particular award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

Assurances, Administrative Requirements, Cost Principles, Representations and Certifications

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

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

DHS Specific Acknowledgements and Assurances

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

1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Recipients of federal financial assistance from DHS must complete the *DHS Civil Rights Evaluation Tool* within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. After the initial submission for the first award under which this term applies, recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.
6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an

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extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Standard Terms & Conditions

I. Acknowledgement of Federal Funding from DHS

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

II. Activities Conducted Abroad

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

III. Age Discrimination Act of 1975

Recipients must comply with the requirements of the *Age Discrimination Act of 1975*, Public Law Number 94-135 (1975) (codified as amended at [Title 42, U.S. Code, § 6101 et seq.](#)), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

IV. Americans with Disabilities Act of 1990

Recipients must comply with the requirements of Titles I, II, and III of the *Americans with Disabilities Act*, Pub. L. No. 101-336 (1990) (codified as amended at [42 U.S.C. §§ 12101– 12213](#)), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

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

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

VI. Civil Rights Act of 1964 – Title VI

Recipients must comply with the requirements of Title VI of the *Civil Rights Act of 1964* (codified as amended at [42 U.S.C. § 2000d et seq.](#)), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F.R. Part 21](#) and [44 C.F.R. Part 7](#).

VII. Civil Rights Act of 1968

Recipients must comply with Title VII of the *Civil Rights Act of 1968*, [Pub. L. No. 90-284, as amended through Pub. L. 113-4](#), which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see

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[42 U.S.C. § 3601 et seq.](#)), as implemented by the U.S. Department of Housing and Urban Development at [24 C.F.R. Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See [24 C.F.R. Part 100, Subpart D](#).)

VIII. **Copyright**

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

IX. **Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at [2 C.F.R. Part 180](#) as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

X. **Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 C.F.R. Part 3001](#), which adopts the Government-wide implementation ([2 C.F.R. Part 182](#)) of Sec. 5152-5158 of the *Drug-Free Workplace Act of 1988* ([41 U.S.C. §§ 8101-8106](#)).

XI. **Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

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

Recipients must comply with the requirements of Title IX of the *Education Amendments of 1972*, Pub. L. No. 92-318 (1972) (codified as amended at [20 U.S.C. § 1681 et seq.](#)), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#)

XIII. **Energy Policy and Conservation Act**

Recipients must comply with the requirements of the *Energy Policy and Conservation Act*, Pub. L. No. 94-163 (1975) (codified as amended at [42 U.S.C. § 6201 et seq.](#)), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

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XIV. **False Claims Act and Program Fraud Civil Remedies**

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

XV. **Federal Debt Status**

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

XVI. **Federal Leadership on Reducing Text Messaging while Driving**

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

XVII. **Elv America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. § 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974*, [49 U.S.C. § 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.

XVIII. **Hotel and Motel Fire Safety Act of 1990**

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

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

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

XX. **Lobbying Prohibitions**

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

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XXI. **National Environmental Policy Act**

Recipients must comply with the requirements of the [National Environmental Policy Act of 1969, Pub. L. No. 91-190 \(1970\)](#) (codified as amended at [42 U.S.C. § 4321 et seq.](#) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

XXII. **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

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

XXIII. **Non-Supplanting Requirement**

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

XXIV. **Notice of Funding Opportunity Requirements**

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

XXV. **Patents and Intellectual Property Rights**

Recipients are subject to the *Bayh-Dole Act*, [35 U.S.C. § 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. § 401.14.

XXVI. **Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965), (codified as amended by the [Resource Conservation and Recovery Act](#), 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 C.F.R. Part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

XXVII. **Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, Pub. L. No. 93-112 (1973), (codified as amended at [29 U.S.C. § 794](#)), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

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XXVIII. Reporting of Matters Related to Recipient Integrity and Performance

1. General Reporting Requirements

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the [Federal Awardee Performance and Integrity Information System \(FAPIIS\)](#)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under [Pub. L. No. 110-417, § 872](#), as amended [41 U.S.C. § 2313](#). As required by [Pub. L. No. 111-212, § 3010](#), all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings about Which Recipients Must Report

Recipients must submit the required information about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. One or more of the following:
 - 1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - 2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - 3) An administrative proceeding, as defined in paragraph 5, that resulted in a finding of fault and liability and the recipient's payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - 4) Any other criminal, civil, or administrative proceeding if:
 - a) It could have led to an outcome described in this award term and condition;
 - b) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on the recipient's part; and
 - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Recipients must enter the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. Recipients do not need to submit the information a second time under financial assistance awards that the recipient received if the recipient already provided the information through SAM because it was required to do so under federal procurement contracts that the recipient was awarded.

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4. Reporting Frequency

During any period when recipients are subject to the main requirement in paragraph 1 of this award term and condition, recipients must report proceedings information through SAM for the most recent five-year period, either to report new information about any proceeding(s) that recipients have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For the purpose of this award term and condition:

- a. *Administrative proceeding*: means a non-judicial process that is adjudicatory in nature to decide of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. *Conviction*: means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. *Total value of currently active grants, cooperative agreements, and procurement contracts* includes—
 - 1) Only the federal share of the funding under any federal award with a recipient cost share or match; and
 - 2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

XXIX. Reporting Subawards and Executive Compensation

1. Reporting of first-tier subawards.

- a. *Applicability*. Unless the recipient is exempt as provided in paragraph 4 of this award term, the recipient must report each action that obligates \$25,000 or more in federal funds that does not include Recovery funds (as defined in Section 1512(a)(2) of the *American Recovery and Reinvestment Act of 2009*, Pub. L. 111-5) for a subaward to an entity (See definitions in paragraph 5 of this award term).
- b. *Where and when to report*.
 - 1) Recipients must report each obligating action described in paragraph 1 of this award term to the [Federal Funding Accountability and Transparency Act Subaward Reporting System](#) (FSRS.)
 - 2) For subaward information, recipients report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2016, the obligation must be reported by no later than December 31, 2016.)
- c. *What to report*. The recipient must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov>.

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2. Reporting Total Compensation of Recipient Executives.

- a. *Applicability and what to report.* Recipients must report total compensation for each of the five most highly compensated executives for the preceding completed fiscal year, if—
 - 1) The total federal funding authorized to date under this award is \$25,000 or more;
 - 2) In the preceding fiscal year, recipients received—
 - a) 80 percent or more of recipient's annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm> to determine if the public has access to the compensation information.
- b. *Where and when to report.* Recipients must report executive total compensation described in paragraph 2.a. of this award term:
 - 1) As part of the recipient's registration profile at <https://www.sam.gov>.
 - 2) By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. *Applicability and what to report.* Unless recipients are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, recipients shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - 1) In the subrecipient's preceding fiscal year, the subrecipient received—
 - a) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 C.F.R. 170.320 (and subawards); and
 - b) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

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- c) The public does not have access to information about the compensation of the executives through periodic reports filed under Section 13(a) or 15(d) of the *Securities Exchange Act of 1934* (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986. (See the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm> to determine if the public has access to the compensation information.
- b. *Where and when to report.* Subrecipients must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - 1) To the recipient.
 - 2) By the end of the month following the month during which recipients make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), subrecipients must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions

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

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

5. Definitions For purposes of this award term:

- a. *Entity*: means all of the following, as defined in 2 C.F.R. Part 25:
 - 1) A governmental organization, which is a state, local government, or Indian tribe.
 - 2) A foreign public entity.
 - 3) A domestic or foreign nonprofit organization.
 - 4) A domestic or foreign for-profit organization.
 - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- b. *Executive*: means officers, managing partners, or any other employees in management positions.
- c. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which the recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipient's procurement of property and services needed to carry out the project or program.
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient or a subrecipient considers a contract.

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- d. *Subrecipient*: means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.
- e. *Total compensation*: means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (See [17 C.F.R. § 229.402\(c\)\(2\)](#)):
 - 1) *Salary and bonus*.
 - 2) *Awards of stock, stock options, and stock appreciation rights*. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - 3) *Earnings for services under non-equity incentive plans*. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees.
 - 4) *Change in pension value*. This is the change in present value of defined benefit and actuarial pension plans.
 - 5) *Above-market earnings on deferred compensation which is not tax-qualified*.
 - 6) *Other compensation*, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

XXX. **SAFECOM**

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

XXXI. **Terrorist Financing**

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

XXXII. **Trafficking Victims Protection Act of 2000 (TVPA)**

Trafficking in Persons.

1. Provisions applicable to a recipient that is a private entity.

- a. Recipients, the employees, subrecipients under this award, and subrecipients' employees may not—
 - 1) Engage in severe forms of trafficking in persons during the period the award is in effect.

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- 2) Procure a commercial sex act during the period that the award is in effect.
 - 3) Use forced labor in the performance of the award or subawards under the award.
 - b. DHS may unilaterally terminate this award, without penalty, if a recipient or a subrecipient that is a private entity —
 - 1) Is determined to have violated a prohibition in paragraph 1.a of this award term; or
 - 2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph 1.a of this award term through conduct that is either—
 - a) Associated with performance under this award; or
 - b) Imputed to recipients or subrecipients using the standards and due process for imputing the conduct of an individual to an organization that are provided in [2 C.F.R. Part 180](#), “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.
- 2. Provision applicable to recipients other than a private entity.**
DHS may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
- a. Is determined to have violated an applicable prohibition in paragraph 1.a of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph 1.a of this award term through conduct that is either—
 - 1) Associated with performance under this award; or
 - 2) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 C.F.R. Part 180, “OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 C.F.R. Part 3000.
- 3. Provisions applicable to any recipient.**
- a. Recipients must inform DHS immediately of any information received from any source alleging a violation of a prohibition in paragraph 1.a of this award term.
 - b. It is DHS’s right to terminate unilaterally that is described in paragraph 1.b or 2 of this section:
 - 1) Implements TVPA, Section 106(g) as amended by 22 U.S.C. 7104(g)), and
 - 2) Is in addition to all other remedies for noncompliance that are available to us under this award.

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- c. Recipients must include the requirements of paragraph 1.a of this award term in any subaward made to a private entity.

4. Definitions. For the purposes of this award term:

- a. *Employee*: means either:
 - 1) An individual employed by a recipient or a subrecipient who is engaged in the performance of the project or program under this award; or
 - 2) Another person engaged in the performance of the project or program under this award and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements
- b. *Forced labor*: means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. *Private entity*: means any entity other than a state, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 C.F.R. § 175.25. It includes:
 - 1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 C.F.R. § 175.25(b).
 - 2) A for-profit organization.
- d. *Severe forms of trafficking in persons, commercial sex act, and coercion* are defined in [TVPA, Section 103](#), as amended in 22 U.S.C. § 7102.

XXXIII. Universal Identifier and System of Award Management

1. Requirement for System for Award Management

Unless the recipient is exempted from this requirement under 2 C.F.R. § 25.110, the recipient must maintain the currency of their information in the SAM until the recipient submits the final financial report required under this award or receive the final payment, whichever is later. This requires that the recipient review and update the information at least annually after the initial registration, and more frequently if required by changes in the recipient's information or another award term.

2. Requirement for unique entity identifier

If recipients are authorized to make subawards under this award, they:

- a. Must notify potential subrecipients that no entity (see definition in paragraph 3 of this award term) may receive a subaward from the recipient unless the entity has provided its unique entity identifier to the recipient.
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to the recipient.

2020 DHS Standard Terms and Conditions

3. Definitions

For purposes of this award term:

- a. *System for Award Management (SAM)*: means the federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found on [SAM.gov](https://sam.gov).
- b. *Unique Entity Identifier (UEI)*: means the identifier required for SAM registration to uniquely identify business entities.
- c. *Entity*: means all of the following, as defined at 2 C.F.R. Part 25, Subpart C:
 - 1) A governmental organization, which is a state, local government, or Indian Tribe;
 - 2) A foreign public entity;
 - 3) A domestic or foreign nonprofit organization;
 - 4) A domestic or foreign for-profit organization; and
 - 5) A federal agency, but only as a subrecipient under an award or subaward to a non-federal entity.
- d. *Subaward*: means a legal instrument to provide support for the performance of any portion of the substantive project or program for which a recipient received this award and that the recipient awards to an eligible subrecipient.
 - 1) The term does not include the recipient's procurement of property and services needed to carry out the project or program. (See 2 C.F.R. § 200.330.)
 - 2) A subaward may be provided through any legal agreement, including an agreement that a recipient considers a contract.
- e. *Subrecipient* means an entity that:
 - 1) Receives a subaward from the recipient under this award; and
 - 2) Is accountable to the recipient for the use of the federal funds provided by the subaward.

XXXIV. **USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the [Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 \(USA PATRIOT Act\)](#), which amends 18 U.S.C. §§ 175–175c.

XXXV. **Use of DHS Seal, Logo and Flags**

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

2020 DHS Standard Terms and Conditions

Section H, Item 4.

XXXVI. Whistleblower Protection Act

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



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- [OMB Circular A-87](#)
- [Workflow Diagram](#)

Cost Review (Grants)

FMA-PJ-06-TX-2019-005 (0): City of Corinth - Community Flood Mitigation Project [EMT-2020-FM-E006 (9)]

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

[Revision History](#)



















Community Flood Mitigation Project							
Cost Type	Item Name	Office	Eligible	Unit Quantity	Unit of Measure	Unit Cost	Total Cost
Administrative Expense	Easement Filing Fees	Applicant	N/A	5	EA	\$42.00	\$210.00
		Grants	<input checked="" type="checkbox"/>	<input type="text" value="5"/> #####.## (e.g., 10.25, 100.5, 1000)	EA	<input type="text" value="\$ 42.00"/> #####.## (e.g., 10.00, 512.35, 11250.75)	<input type="text" value="\$ 210.00"/>
Administrative Expense	Preparation of Grant Application - Pre-Award Cost	Applicant	N/A	1	EA	\$39,750.00	\$39,750.00
		Grants	<input checked="" type="checkbox"/>	<input type="text" value="1"/> #####.## (e.g., 10.25, 100.5, 1000)	EA	<input type="text" value="\$ 39750.00"/> #####.## (e.g., 10.00, 512.35, 11250.75)	<input type="text" value="\$ 39750.00"/>
Architectural Engineering Basic Fees	Bidding/Construction Phase - Engineering Fees	Applicant	N/A	1	EA	\$15,900.00	\$15,900.00
		Grants	<input checked="" type="checkbox"/>	<input type="text" value="1"/> #####.## (e.g., 10.25, 100.5, 1000)	EA	<input type="text" value="\$ 15900.00"/> #####.## (e.g., 10.00, 512.35, 11250.75)	<input type="text" value="\$ 15900.00"/>
Architectural Engineering Basic Fees	Drainage Study Update	Applicant	N/A	1	EA	\$25,600.00	\$25,600.00
		Grants	<input checked="" type="checkbox"/>	<input type="text" value="1"/> #####.## (e.g., 10.25, 100.5, 1000)	EA	<input type="text" value="\$ 25600.00"/> #####.## (e.g., 10.00, 512.35, 11250.75)	<input type="text" value="\$ 25600.00"/>
Architectural Engineering Basic Fees	Engineering Design	Applicant	N/A	1	EA	\$64,400.00	\$64,400.00
		Grants	<input checked="" type="checkbox"/>	<input type="text" value="1"/> #####.## (e.g., 10.25, 100.5, 1000)	EA	<input type="text" value="\$ 64400.00"/> #####.## (e.g., 10.00, 512.35, 11250.75)	<input type="text" value="\$ 64400.00"/>
Architectural Engineering Basic Fees	Topographic Survey	Applicant	N/A	1	EA	\$21,100.00	\$21,100.00
		Grants	<input checked="" type="checkbox"/>	<input type="text" value="1"/> #####.## (e.g., 10.25, 100.5, 1000)	EA	<input type="text" value="\$ 21100.00"/> #####.## (e.g., 10.00, 512.35, 11250.75)	<input type="text" value="\$ 21100.00"/>

Construction And Project Improvement	10'x4' RCB	Applicant	N/A	30	LF	\$1,035.00	Section H, Item 4.
		Grants	<input checked="" type="checkbox"/>	30 #####.## (e.g., 10.25, 100.5, 1000)	LF	\$ 1035.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 31050.00
Construction And Project Improvement	30" RCP	Applicant	N/A	171	LF	\$83.50	\$14,278.50
		Grants	<input checked="" type="checkbox"/>	171 #####.## (e.g., 10.25, 100.5, 1000)	LF	\$ 83.50 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 14278.50
Construction And Project Improvement	36" RCP	Applicant	N/A	250	LF	\$140.00	\$35,000.00
		Grants	<input checked="" type="checkbox"/>	250 #####.## (e.g., 10.25, 100.5, 1000)	LF	\$ 140.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 35000.00
Construction And Project Improvement	4" Concrete Slope Paving (For Sloped Headwalls)	Applicant	N/A	80	SY	\$95.00	\$7,600.00
		Grants	<input checked="" type="checkbox"/>	80 #####.## (e.g., 10.25, 100.5, 1000)	SY	\$ 95.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 7600.00
Construction And Project Improvement	4'x2' RCB	Applicant	N/A	177	LF	\$315.00	\$55,755.00
		Grants	<input checked="" type="checkbox"/>	177 #####.## (e.g., 10.25, 100.5, 1000)	LF	\$ 315.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 55755.00
Construction And Project Improvement	60" RCP	Applicant	N/A	156	LF	\$465.00	\$72,540.00
		Grants	<input checked="" type="checkbox"/>	156 #####.## (e.g., 10.25, 100.5, 1000)	LF	\$ 465.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 72540.00
Construction And Project Improvement	8'x4' RCB	Applicant	N/A	158	LF	\$900.00	\$142,200.00
		Grants	<input checked="" type="checkbox"/>	158 #####.## (e.g., 10.25, 100.5, 1000)	LF	\$ 900.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 142200.00
Construction And Project Improvement	Backslope Interceptor Structures	Applicant	N/A	5	EA	\$8,500.00	\$42,500.00
		Grants	<input checked="" type="checkbox"/>	5 #####.## (e.g., 10.25, 100.5, 1000)	EA	\$ 8500.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 42500.00
Construction And Project Improvement	Backslope Swales (Pond B2, Channel 3)	Applicant	N/A	2400	LF	\$3.50	\$8,400.00
		Grants	<input checked="" type="checkbox"/>	2400 #####.## (e.g.,	LF	\$ 3.50 #####.## (e.g., 10.00,	\$ 8400.00

				10.25, 100.5, 1000)		512.35, 11250.75)	Section H, Item 4.
Construction And Project Improvement	Broadcast Seeding for Turf Establishment	Applicant	N/A	17	AC	\$835.00	\$14,195.00
		Grants	<input checked="" type="checkbox"/>	17 #####.## (e.g., 10.25, 100.5, 1000)	AC	\$835.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 14195.00
Construction And Project Improvement	Change Orders	Applicant	N/A	1	EA	\$20,400.00	\$20,400.00
		Grants	<input checked="" type="checkbox"/>	1 #####.## (e.g., 10.25, 100.5, 1000)	EA	\$20400.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 20400.00
Construction And Project Improvement	Clearing and Grubbing	Applicant	N/A	6.8	AC	\$6,500.00	\$44,200.00
		Grants	<input checked="" type="checkbox"/>	6.8 #####.## (e.g., 10.25, 100.5, 1000)	AC	\$6500.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 44200.00
Construction And Project Improvement	Construction Mobilization, Start-up	Applicant	N/A	1	EA	\$76,600.00	\$76,600.00
		Grants	<input checked="" type="checkbox"/>	1 #####.## (e.g., 10.25, 100.5, 1000)	EA	\$76600.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 76600.00
Construction And Project Improvement	Erosion Control Blanket	Applicant	N/A	28060	SY	\$1.10	\$30,866.00
		Grants	<input checked="" type="checkbox"/>	28060 #####.## (e.g., 10.25, 100.5, 1000)	SY	\$1.10 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 30866.00
Construction And Project Improvement	Excavation of Channels and Detention Basins	Applicant	N/A	81150	CY	\$3.00	\$243,450.00
		Grants	<input checked="" type="checkbox"/>	81150 #####.## (e.g., 10.25, 100.5, 1000)	CY	\$3.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 243450.00
Construction And Project Improvement	Fill/Embankment	Applicant	N/A	3475	CY	\$3.00	\$10,425.00
		Grants	<input checked="" type="checkbox"/>	3475 #####.## (e.g., 10.25, 100.5, 1000)	CY	\$3.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 10425.00
Construction And Project Improvement	Haul & Dispose of Excess Excavation	Applicant	N/A	77675	CY	\$12.00	\$932,100.00
		Grants	<input checked="" type="checkbox"/>	77675 #####.## (e.g., 10.25, 100.5, 1000)	CY	\$12.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 932100.00
Construction And Project Improvement	Headwall for (1) - 10'x4' RCB (FW-0; 6' HW)	Applicant	N/A	2	EA	\$12,500.00	\$25,000.00
		Grants	<input checked="" type="checkbox"/>	2	EA	\$12500.00	\$ 25000.00

				#####.## (e.g., 10.25, 100.5, 1000)		#####.## (e.g., 10.00, 512.35, 11250.75)	Section H, Item 4.
Construction And Project Improvement	Headwall for (2) - 36" RCP (CH-FW-0; 36 IN DIA)	Applicant	N/A	2	EA	\$6,000.00	\$12,000.00
		Grants	<input checked="" type="checkbox"/>	2 #####.## (e.g., 10.25, 100.5, 1000)	EA	\$ 6000.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 12000.00
Construction And Project Improvement	Headwall for (2) - 8'x4' RCBs (FW-0; 6' HW)	Applicant	N/A	4	EA	\$15,000.00	\$60,000.00
		Grants	<input checked="" type="checkbox"/>	4 #####.## (e.g., 10.25, 100.5, 1000)	EA	\$ 15000.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 60000.00
Construction And Project Improvement	Headwall for (3) - 60" RCP (CH-FW-0; 60 IN DIA)	Applicant	N/A	2	EA	\$16,000.00	\$32,000.00
		Grants	<input checked="" type="checkbox"/>	2 #####.## (e.g., 10.25, 100.5, 1000)	EA	\$ 16000.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 32000.00
Construction And Project Improvement	Interlocking Concrete Revetment Pavers	Applicant	N/A	100	SY	\$77.00	\$7,700.00
		Grants	<input checked="" type="checkbox"/>	100 #####.## (e.g., 10.25, 100.5, 1000)	SY	\$ 77.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 7700.00
Construction And Project Improvement	Re-Align 8" Pump Detention Outfall	Applicant	N/A	45	LF	\$290.00	\$13,050.00
		Grants	<input checked="" type="checkbox"/>	45 #####.## (e.g., 10.25, 100.5, 1000)	LF	\$ 290.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 13050.00
Construction And Project Improvement	Reinforced Fabric Filter Fence	Applicant	N/A	4140	LF	\$1.75	\$7,245.00
		Grants	<input checked="" type="checkbox"/>	4140 #####.## (e.g., 10.25, 100.5, 1000)	LF	\$ 1.75 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 7245.00
Construction And Project Improvement	Replace 6" Gravel Access Road	Applicant	N/A	1840	SY	\$25.00	\$46,000.00
		Grants	<input checked="" type="checkbox"/>	1840 #####.## (e.g., 10.25, 100.5, 1000)	SY	\$ 25.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 46000.00
Construction And Project Improvement	Replace Asphalt Road Paving	Applicant	N/A	227	SY	\$75.00	\$17,025.00
		Grants	<input checked="" type="checkbox"/>	227 #####.## (e.g., 10.25, 100.5, 1000)	SY	\$ 75.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 17025.00
Construction And Project Improvement	Replace Iron/Brick Fencing & Gate	Applicant	N/A	104	LF	\$145.00	\$15,080.00
		Grants	<input checked="" type="checkbox"/>		LF		\$

				104		\$ 145.00	Section H, Item 4.
				#####.## (e.g., 10.25, 100.5, 1000)		#####.## (e.g., 10.00, 512.35, 11250.75)	
Construction And Project Improvement	Replace Strippings to Meet Final Grades	Applicant	N/A	17	AC	\$1,150.00	\$19,550.00
		Grants	<input checked="" type="checkbox"/>	17	AC	\$ 1150.00	\$ 19550.00
				#####.## (e.g., 10.25, 100.5, 1000)		#####.## (e.g., 10.00, 512.35, 11250.75)	
Construction And Project Improvement	Riprap (18" Mat Thickness)	Applicant	N/A	745	SY	\$75.00	\$55,875.00
		Grants	<input checked="" type="checkbox"/>	745	SY	\$ 75.00	\$ 55875.00
				#####.## (e.g., 10.25, 100.5, 1000)		#####.## (e.g., 10.00, 512.35, 11250.75)	
Construction And Project Improvement	Rock Check Dam	Applicant	N/A	4	EA	\$3,600.00	\$14,400.00
		Grants	<input checked="" type="checkbox"/>	4	EA	\$ 3600.00	\$ 14400.00
				#####.## (e.g., 10.25, 100.5, 1000)		#####.## (e.g., 10.00, 512.35, 11250.75)	
Construction And Project Improvement	Site Preparation	Applicant	N/A	17	AC	\$1,000.00	\$17,000.00
		Grants	<input checked="" type="checkbox"/>	17	AC	\$ 1000.00	\$ 17000.00
				#####.## (e.g., 10.25, 100.5, 1000)		#####.## (e.g., 10.00, 512.35, 11250.75)	
Construction And Project Improvement	Stabilized Construction Entrance	Applicant	N/A	3	EA	\$5,000.00	\$15,000.00
		Grants	<input checked="" type="checkbox"/>	3	EA	\$ 5000.00	\$ 15000.00
				#####.## (e.g., 10.25, 100.5, 1000)		#####.## (e.g., 10.00, 512.35, 11250.75)	
Construction And Project Improvement	Trench Safety	Applicant	N/A	942	LF	\$1.00	\$942.00
		Grants	<input checked="" type="checkbox"/>	942	LF	\$ 1.00	\$ 942.00
				#####.## (e.g., 10.25, 100.5, 1000)		#####.## (e.g., 10.00, 512.35, 11250.75)	
Demolition And Removal	Remove & Replace Existing Conc. Curb & Gutter	Applicant	N/A	60	LF	\$47.50	\$2,850.00
		Grants	<input checked="" type="checkbox"/>	60	LF	\$ 47.50	\$ 2850.00
				#####.## (e.g., 10.25, 100.5, 1000)		#####.## (e.g., 10.00, 512.35, 11250.75)	
Demolition And Removal	Remove Existing Asphalt Road	Applicant	N/A	161	SY	\$6.20	\$998.20
		Grants	<input checked="" type="checkbox"/>	161	SY	\$ 6.20	\$ 998.20
				#####.## (e.g., 10.25, 100.5, 1000)		#####.## (e.g., 10.00, 512.35, 11250.75)	
Demolition And Removal	Remove Existing CMP Culverts	Applicant	N/A	291	LF	\$16.50	\$4,800.00

	(24" to 36")	Grants	<input checked="" type="checkbox"/>	291  #####.## (e.g., 10.25, 100.5, 1000)	LF	\$ 16.50  #####.## (e.g., 10.00, 512.35, 11250.75)	Section H, Item 4. 4801.50
Demolition And Removal	Remove Existing Concrete Headwall/Wingwall Structu	Applicant	N/A	21	CY	\$575.00	\$12,075.00
		Grants	<input checked="" type="checkbox"/>	21  #####.## (e.g., 10.25, 100.5, 1000)	CY	\$ 575.00  #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 12075.00
Demolition And Removal	Remove Existing Gravel Road; Stockpile Gravel	Applicant	N/A	1840	SY	\$6.00	\$11,040.00
		Grants	<input checked="" type="checkbox"/>	1840  #####.## (e.g., 10.25, 100.5, 1000)	SY	\$ 6.00  #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 11040.00
Demolition And Removal	Remove Existing Iron Fencing & Gate	Applicant	N/A	104	LF	\$34.50	\$3,588.00
		Grants	<input checked="" type="checkbox"/>	104  #####.## (e.g., 10.25, 100.5, 1000)	LF	\$ 34.50  #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 3588.00
Demolition And Removal	Remove Existing Pump Outfall (8" pipe)	Applicant	N/A	630	LF	\$4.00	\$2,520.00
		Grants	<input checked="" type="checkbox"/>	630  #####.## (e.g., 10.25, 100.5, 1000)	LF	\$ 4.00  #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 2520.00
Demolition And Removal	Remove existing stone/brick headwall structure etc	Applicant	N/A	25	CY	\$575.00	\$14,375.00
		Grants	<input checked="" type="checkbox"/>	25  #####.## (e.g., 10.25, 100.5, 1000)	CY	\$ 575.00  #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 14375.00
Land, Structures, Right-of-way	Boundary Verification	Applicant	N/A	1	EA	\$14,600.00	\$14,600.00
		Grants	<input checked="" type="checkbox"/>	1  #####.## (e.g., 10.25, 100.5, 1000)	EA	\$ 14600.00  #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 14600.00
Land, Structures, Right-of-way	Drainage Easement Cost	Applicant	N/A	10	AC	\$126,570.00	\$1,265,700.00
		Grants	<input checked="" type="checkbox"/>	10  #####.## (e.g., 10.25, 100.5, 1000)	AC	\$ 126570.00  #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 1265700.00
Land, Structures, Right-of-way	Easement Preparation	Applicant	N/A	1	EA	\$9,000.00	\$9,000.00
		Grants	<input checked="" type="checkbox"/>	1  #####.## (e.g., 10.25, 100.5, 1000)	EA	\$ 9000.00  #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 9000.00

Land, Structures, Right-of-way	Engineering Coordination - Boundary, Easement	Applicant	N/A	1	EA	\$5,160.00	Section H, Item 4.
		Grants	<input checked="" type="checkbox"/>	1 #####.## (e.g., 10.25, 100.5, 1000)	EA	\$ 5160.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 5160.00
Other Architectural Engineering Basic Fees	Environmental Services - Post-Design	Applicant	N/A	1	EA	\$24,500.00	\$24,500.00
		Grants	<input checked="" type="checkbox"/>	1 #####.## (e.g., 10.25, 100.5, 1000)	EA	\$ 24500.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 24500.00
Other Architectural Engineering Basic Fees	Environmental Services - Pre-Award Costs	Applicant	N/A	1	EA	\$36,890.00	\$36,890.00
		Grants	<input checked="" type="checkbox"/>	1 #####.## (e.g., 10.25, 100.5, 1000)	EA	\$ 36890.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 36890.00
Other Architectural Engineering Basic Fees	Environmental Services - Pre-Construction	Applicant	N/A	1	EA	\$9,000.00	\$9,000.00
		Grants	<input checked="" type="checkbox"/>	1 #####.## (e.g., 10.25, 100.5, 1000)	EA	\$ 9000.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 9000.00
Other Architectural Engineering Basic Fees	Geotechnical Engineering	Applicant	N/A	1	EA	\$15,000.00	\$15,000.00
		Grants	<input checked="" type="checkbox"/>	1 #####.## (e.g., 10.25, 100.5, 1000)	EA	\$ 15000.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 15000.00
Other Architectural Engineering Basic Fees	Jurisdictional Waters Credits - Area 1	Applicant	N/A	120	LF	\$490.00	\$58,800.00
		Grants	<input checked="" type="checkbox"/>	120 #####.## (e.g., 10.25, 100.5, 1000)	LF	\$ 490.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 58800.00
Other Architectural Engineering Basic Fees	Jurisdictional Waters Credits - Area 3	Applicant	N/A	40	LF	\$840.00	\$33,600.00
		Grants	<input checked="" type="checkbox"/>	40 #####.## (e.g., 10.25, 100.5, 1000)	LF	\$ 840.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 33600.00
Project Inspection Fees	JC Construction Contract Administration	Applicant	N/A	66	HR	\$140.00	\$9,240.00
		Grants	<input checked="" type="checkbox"/>	66 #####.## (e.g., 10.25, 100.5, 1000)	HR	\$ 140.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 9240.00
Project Inspection Fees	JC Field Project Representative	Applicant	N/A	432	HR	\$85.00	\$36,720.00
		Grants	<input checked="" type="checkbox"/>	432 #####.## (e.g., 10.25, 100.5, 1000)	HR	\$ 85.00 #####.## (e.g., 10.00, 512.35, 11250.75)	\$ 36720.00

Proposed Total Cost (A):	\$3,876,844.20
Proposed Federal Share % (B):	74.99999974%
Proposed Federal Share (C = A * B):	\$2,907,633.14
Proposed Non Federal Share (A - C):	\$969,211.06

*** Total Eligible Cost (D):**

*** Total Ineligible Cost (E = A - D):**

*** Eligible Federal Share (F = D * B):**

*** Eligible Non-Federal Share (G = D - F):**

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

Section H, Item 4.

\$0.00

\$2,907,633.14

\$969,211.06

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**The Department of Homeland Security
Notice of Funding Opportunity
FY 2019 Flood Mitigation Assistance**

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

A. Program Description

Issued By

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

Assistance Listings Number (formerly Catalog of Federal Domestic Assistance Number)
97.029

Assistance Listings Title (formerly CFDA Title)
Flood Mitigation Assistance

Notice of Funding Opportunity Title
FY 2019 Flood Mitigation Assistance

NOFO Number

DHS-19-MT-029-000-99

Authorizing Authority for Program

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

Appropriation Authority for Program

Consolidated Appropriations Act, 2019 (Pub. L. No. 116-6)

Program Type

One-time

Program Overview, Objectives, and Priorities

The Flood Mitigation Assistance (FMA) Program makes Federal funds available to States, U.S Territories, Indian Tribal governments, and local communities to reduce or eliminate the risk of repetitive flood damage to buildings and structures insured under the National Flood Insurance Program (NFIP). The FMA program strengthens national preparedness and resilience and supports the mitigation mission area through Strategic Goal #1 Building a Culture of Preparedness, Objectives 1.1, 1.2, 1.3, and 1.4 of the 2018 – 2022 FEMA Strategic Plan.

In Fiscal Year (FY) 2019, the FMA Program will prioritize proposals that address community flood risk by setting aside \$70 million for this purpose. FEMA will seek to fund two types of community flood mitigation activities:

- Advance Assistance for flood mitigation design and development of community flood mitigation projects that will subsequently reduce flood claims, up to \$4 million.
- Mitigation projects that address community flood risk for the purpose of reducing NFIP flood claim payments, remaining \$70 million after Advance Assistance applications are selected.

The remaining funding, at least \$140 million, will be used for FMA technical assistance, flood mitigation planning, and mitigation projects that reduce the risk of flooding to severe repetitive loss (SRL) and repetitive loss (RL) properties. See Section E, Application Review Information, of this NOFO for more information on FY 2019 FMA funding priorities.

Performance Metrics:

FEMA has specified minimum project criteria via regulation (44 Code of Federal Regulations (CFR) Part 79), including that Applicants must demonstrate mitigation projects are cost effective. Benefit-Cost Analysis (BCA) is the method by which the future benefits of a hazard mitigation project are determined and compared to its costs. The end result is a Benefit-Cost Ratio (BCR), which is calculated by a project’s total benefits divided by its total costs. The BCR is a numerical expression of the "cost-effectiveness" of a project. A project is considered to be cost effective when the BCR is 1.0 or greater, indicating the benefits of a prospective hazard mitigation project are sufficient to justify the costs. Projects that are not cost-effective will not be eligible.

B. Federal Award Information

Award Amounts, Important Dates, and Extensions

Available Funding for the NOFO: \$210,000,000

Projected number of Awards: 120

Period of Performance: 36 Months

(Period of Performance for Community Flood Mitigation projects will be 48 months)

The Period of Performance (POP) starts with the acceptance of the award and ends no later than 36 months from the funding Selections Date (see Section D, Application and Submission Information, of this NOFO). Given the complexity of the Community Flood Mitigation projects, the POP starts with the acceptance of the award and ends no later than 48 months from the funding Selection Date (see Section D, Application and Submission Information, of this NOFO).

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

Projected POP Start Date:	various
Projected POP End Date:	36 months
Projected Community Flood Mitigation POP End Date:	48 months

Funding Instrument
Grant

C. Eligibility Information

Eligible Applicants

- States
- District of Columbia
- U.S. Territories
- Federally-recognized Indian Tribal governments

Each State, Territory, or Native American Tribal government shall designate one agency to serve as the Applicant for FMA funding. Certain political subdivisions (i.e., regional flood control districts or county governments) may apply and act as subapplicants if they are part of a community that is participating in the National Flood Insurance Program (NFIP) where the political subdivision provides zoning and building code enforcement or planning and community development professional services for that community.

Local governments, including cities, townships, counties, special district governments, and non-Federally recognized tribal governments, or Federally-recognized tribes who choose to apply as subapplicants, are considered subapplicants and must submit subapplications for flood mitigation planning and projects to their State/territory/tribe Applicant agency. Contact information for the State Hazard Mitigation Officers (SHMOs) is provided on the FEMA website at <http://www.fema.gov/state-hazard-mitigation-officers>.

Eligibility Criteria

To be considered for funding, all Applicants must submit their FY 2019 FMA grant application to FEMA via FEMA’s grant application system (see Section D, Application and Submission Information, of this NOFO).

All subapplicants must be participating in the NFIP, and not be withdrawn or suspended, to be eligible to apply for FMA grant funds. Structures identified in the subapplication must have an NFIP policy in force at the opening of the application period, October 1, 2019, and must maintain it through completion of the mitigation activity and for the life of the structure.

- All subapplications submitted under the community flood mitigation Advance Assistance priority (see Section E, Application Review Information, of this NOFO) must prove that future projects submitted would benefit NFIP-insured properties by

submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating the proposed project's benefiting area.

- All subapplications submitted under the community flood mitigation project priority (see Section E, Application Review Information, of this NOFO) must prove that the proposed project benefits NFIP-insured properties by submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating: the proposed project footprint boundary, the area benefitting from project, and active NFIP policies (if this data is available).

All Applicants and subapplicants submitting project, advance assistance and technical assistance subapplications must have a FEMA-approved mitigation plan by the application deadline and at the time of obligation of grant funds in accordance with Title 44 of CFR Part 201. Subapplications submitted by Applicants or subapplicants that do not have an approved and adopted mitigation plan as of the application deadline are ineligible.

All project, advance assistance and technical assistance subapplications submitted as part of a FMA grant application must be consistent with the goals and objectives identified in: the current, FEMA-approved State or Tribal (Standard or Enhanced) Mitigation Plan, and the local mitigation plan for the jurisdiction in which the project is located. Hazard Mitigation Plans should reflect state-wide mitigation priorities, across all potential Federal and non-Federal mitigation funding sources. Current mitigation plans are not required for Applicants and Subapplicants submitting planning subapplications to develop a new flood mitigation plan or to update the flood portion of mitigation plan.

In addition, communities are encouraged, but not required, to pursue Plan Integration, which is a process where communities look critically at their existing planning framework and align efforts. Integration of hazard mitigation principles into other local planning mechanisms (comprehensive plans, transportation plans, floodplain ordinances, etc.) and vice versa is vital to build a safer, more resilient community. This two-way exchange of information supports community-wide risk reduction, both before and after disasters occur. Not only will the community's planning efforts be better integrated, but by going through this process there is a higher level of interagency coordination, which is just as important as the planning mechanisms themselves. Additional information on Plan Integration can be found at <https://www.fema.gov/media-library/assets/documents/108893>

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

Cost Share or Match

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

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

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

An SRL property is a structure that:

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

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

- (a) Has incurred flood-related damage on two occasions, in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event; and
- (b) At the time of the second incidence of flood-related damage, the contract for flood insurance contains Increased Cost of Compliance coverage.

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

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

For insular areas, including American Samoa, Guam, the Northern Mariana Islands, and the U.S. Virgin Islands, FEMA automatically waives the non-Federal cost share when the non-Federal cost share for the entire grant is under \$200,000. If the non-Federal cost share for the entire grant is \$200,000 or greater, FEMA may waive all or part of the cost share. If FEMA

does not waive the cost share, the insular area must pay the entire non-Federal cost-share amount, not only the amount over \$200,000.

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

D. Application and Submission Information

Key Dates and Times

Date Posted to Grants.gov:	8/26/2019
Application Start Date:	9/30/2019
Application Submission Deadline:	01/31/2020 at 3:00 p.m. [Eastern Standard Time]
Anticipated Funding Selection Date:	06/01/2020
Anticipated Award Date:	12/30/2020

To be considered timely, a FMA grant application must be submitted by the application deadline via FEMA’s grant application system, and the Applicant must have received a confirmation message in FEMA’s grant application system that indicates successful FMA grant submission to FEMA. FEMA recommends that Applicants attach approved planning, project, technical assistance, advance assistance and management costs subgrant applications to their FMA grant applications at least 72 hours prior to the application deadline to allow time for the Applicant to review and correct issues that may prevent subgrant applications from being attached to a FMA grant application (see the Content and Form of Application Submission subsection below). Applications not received by the application submission deadline will not be accepted.

Other Key Dates

Event	Suggested Deadline for Completion
Obtain DUNS Number	Four weeks before actual submission deadline
Obtain a valid Employer Identification Number (EIN)	Four weeks before actual submission deadline
Register with the System for Award Management (SAM)	Four weeks before actual submission deadline
Register for access to FEMA’s grant application system	Four weeks before actual submission deadline
Create an FMA grant application and attach approved planning, technical assistance, advance assistance, project, and management costs subgrant applications in FEMA’s grant application system	Seventy-two hours before actual submission deadline

Address to Request Application Package

FEMA will only process applications received via FEMA's grant application system. Information, training and resources on FEMA's grant application system are available on the FEMA website at <https://www.fema.gov/application-submittal> (see section G, DHS Awarding Agency Contact Information, of this NOFO).

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

Kayed Lakhia

Director, Hazard Mitigation Assistance Division, Mitigation Directorate
Federal Insurance and Mitigation Administration
Federal Emergency Management Agency
400 C Street, SW
Washington, DC 20472
FAX: (202) 646-2880

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

Content and Form of Application Submission

All Applicants must submit a complete FMA grant application via FEMA's grant application system by the application deadline to be considered for FMA funding. The required format for grant and subgrant applications is built into FEMA's grant application system,

- Mitigation planning activities must be submitted in a planning subgrant application;
- Community flood mitigation Advance Assistance activities must be submitted in a planning subgrant application;
- Community flood mitigation project activities and SRL or RL property mitigation projects must be submitted in a project subgrant application;
- Applicant management costs (for Applicants only) must be submitted in a management costs subgrant application;
- Technical assistance costs (for Recipients to which FEMA obligated at least \$1 million FMA awards in FY 2018) must be submitted in a technical assistance subgrant application;
- FMA grant applications, including applicant-approved planning, project, management costs, advance assistance and technical assistance subapplications must be submitted in an FY 2019 FMA grant application.

Blank copies of applications that conform to FEMA's grant application system format are available for reference only at <https://www.fema.gov/application-submittal>. FEMA will not accept these as an application package.

Wherever possible, supporting documentation for applications should be attached electronically in FEMA's grant application system. Over-sized items that cannot be scanned may be mailed to the respective FEMA Regional offices as necessary (<https://www.fema.gov/fema-regional-office-contact-information>); however, Applicants must provide information regarding the paper attachments and the date mailed to FEMA in the Comments and Attachment section of the application in FEMA's grant application system.

Also, the documents must be postmarked by the submission deadline to be considered as part of the application. The Applicant is responsible for following up with FEMA to ensure that paper documents were received for consideration during the review process.

National Environmental Policy Act Requirements for Mitigation Projects.

Applicants and subapplicants applying for mitigation projects must provide information needed to comply with the National Environmental Policy Act (NEPA) (42 U.S.C. 4321–4370h) and the related DHS and FEMA instructions and directives (i.e., DHS Directive 023-01, DHS Instruction Manual 023-01-001-01, FEMA Directive 108-1, FEMA Instruction 108-1-1). The required information is included in the subgrant application in FEMA's grant application system.

Benefit Cost Analysis for Mitigation Projects.

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

FEMA has created software to ensure that the BCR is calculated in accordance with FEMA's standardized methodologies and OMB Circular A-94, Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs, available on the Internet at <https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/circulars/A94/a094.pdf> FEMA's Benefit Cost Toolkit is available on the FEMA website at www.fema.gov/benefit-cost-analysis. Version 5.3 or newer are the only versions FEMA will accept as documentation for demonstrating cost effectiveness. A non-FEMA BCA methodology may only be used if pre-approved by FEMA in writing. More detailed information is available in Part IV, I, Cost Effectiveness, of the HMA Guidance, available on the FEMA website at <http://www.fema.gov/media-library/assets/documents/103279>.

Application for Federal Assistance and Assurances and Certifications Forms.

Applicants must complete the following forms and attach them to their FMA grant application in FEMA's grant application system for submittal by the application deadline:

- Application for Federal Assistance (SF-424),
- Budget Information:
 - Budget Information for Non-Construction Programs (SF-424A), OMB #4040-0006, or Budget Information for Construction Programs (SF- 424C), and
- Assurances and Certifications:
 - Assurances for Construction Programs (SF-424D),
 - Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements (FEMA Form 20-16C), and

- Disclosure of Lobbying Activities (SF-LLL), (if the Applicant has engaged in or intends to engage in lobbying activities).

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

Applicants may require their subapplicants to complete and attach the grant application and/or Assurance and Certifications forms to their planning, advance assistance, technical assistance and project subapplications in FEMA's grant application system.

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

Unique Entity Identifier and System for Award Management (SAM)

Each Applicant for this award must:

1. Be registered in SAM before submitting its application;
2. Provide a valid DUNS number in its application; and
3. Continue to maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by a DHS Federal Award Office (FAO).

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

How to Register to Apply

1. *Instructions:* Read the instructions below about registering to apply for DHS funds. Applicants should read the registration instructions carefully and prepare the information requested before beginning the registration process. Reviewing and assembling the required information before beginning the registration process will alleviate last-minute searches for required information.

The registration process can take up to 4 weeks to complete. Therefore, registration should be done in sufficient time to ensure it does not affect your ability to meet required application submission deadlines.

Organizations must have a DUNS number, active SAM registration, and FEMA grant application system registration account to apply for grants.

If individual Applicants are eligible to apply for this grant funding opportunity, refer to the NOFO subsection below: **How to Submit an Application to DHS via FEMA's Grant Application System.**

2. *Obtain a DUNS Number:* All entities applying for funding, including renewal funding, must have a DUNS number from Dun and Bradstreet (D&B).

For more detailed instructions for obtaining a DUNS number, refer to

<https://www.grants.gov/web/grants/applicants/organization-registration/step-1-obtain-duns-number.html>

3. *Register with SAM:* In addition to having a DUNS number, all organizations applying online through Grants.gov must register with SAM. Failure to register with SAM will prevent your organization from applying through Grants.gov. SAM registration must be renewed annually.

For more detailed instructions for registering with SAM, refer to

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

4. *Register for access to FEMA's Grant Application System:* The next step in the registration process is to create an account for FEMA's grant application system. For detailed instructions on registering, refer to <https://www.fema.gov/application-submittal>.
5. *Electronic Signature:* When applications are submitted through FEMA's grant application system, the name of the AOR that submitted the application is inserted into the signature line of the application, serving as the electronic signature.

How to Submit an Application to DHS via FEMA's Grant Application System

1. Subapplicants must create planning, project, advance assistance and/or technical assistance subgrant applications and submit them to their Applicant organization.

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

If a subapplicant does not use FEMA's grant application system to submit planning, advance assistance, technical assistance and/or project subapplications to the Applicant, then the Applicant must enter the subapplication(s) into FEMA's grant application system on the subapplicant's behalf.

2. Applicants must review and approve planning, project, advance assistance and technical assistance subgrant applications submitted by their subapplicants.

Applicants must ensure that accurate NFIP policy numbers and RLnumbers are included in the Properties section of project subapplications in FEMA's grant application system to be considered for competitive property flood mitigation project funding (see Section E, Review and Selection Process, of this NOFO).

3. Applicants must create an FMA grant application, approve the subgrant applications. The approved planning, project, advance assistance, technical assistance, and management costs subgrant applications may then be submitted and added to the grant application by the Applicant and/or subapplicants.

4. Applicants must rank all the subgrant applications included in their grant application in FEMA's grant application system.

Applicants may indicate their State/territory/tribe's priorities for funding in the Comments to FEMA section of the grant application; the subgrant ranking should not be used for that purpose.

FEMA will select the highest ranked eligible subapplication(s) for Advance Assistance from each Applicant not to exceed \$200,000 total Federal cost share and will select the highest ranked eligible community flood mitigation subapplication(s) from each Applicant up to \$10 million Federal cost share (see Section E, Review and Selection Process, of this NOFO for further information).

Applicants submitting community flood mitigation Advance Assistance and project subgrant applications must identify these subgrant applications as such in the subapplication title. Community flood mitigation advance assistance must include "Advance Assistance" in the subgrant application title. Community flood mitigation projects must include "Community Flood Mitigation Project" in the subgrant application title (see Section E, Review and Selection Process, of this NOFO for further information).

5. The AOR must sign and submit the FMA grant application to FEMA via FEMA's grant application system by the application deadline.

Timely Receipt Requirements and Proof of Timely Submission

Online Submissions. All applications must be submitted to FEMA by **3 p.m. Eastern Standard Time** on the due date. Proof of timely submission is automatically recorded by FEMA's grant application system. An electronic date/time stamp is generated within the system when the application is successfully submitted.

The Applicant with the AOR role who submitted the FMA grant applications prior to the submission deadline will receive a confirmation message, including the assigned FMA application number in FEMA's grant application system (e.g., FMA-01-MA-2017). In addition, once FEMA receives and delegates the FMA grant application to begin the review process, FEMA's grant application system will automatically send an email message to the Point(s) of Contact (POC) identified in the grant application.

FEMA's grant application system is programmed not to allow submittal of a FMA grant application after the submission deadline. Applicants using slow Internet, such as dial-up connections, should be aware that transmission of applications to FEMA's grant application could take some time.

Applicants and Subapplicants who experience system-related issues will be addressed until 3 p.m. Eastern Standard Time on 01/29/2020. No new system-related issues will be addressed after this deadline. Applications not received by the application submission deadline will not be accepted.

Intergovernmental Review

An intergovernmental review may be required. Applicants must contact their State's Single Point of Contact to comply with the State's process under Executive Order 12372 (see <http://www.fws.gov/policy/library/rgeol2372.pdf>).

Funding Restrictions

Federal funds made available through this award may only be used for the purpose set forth in this award and must be consistent with the statutory authority for the award. Award funds may not be used for matching funds for any other Federal grants/cooperative agreements, lobbying, or intervention in Federal regulatory or adjudicatory proceedings. In addition, Federal funds may not be used to sue the Federal government or any other government entity.

Program Funding Restrictions

The maximum Federal cost share for FMA subapplications is as follows:

- \$200,000 per Applicant for Community Mitigation Advance Assistance applications;
- \$10 million per Applicant for Community Mitigation project applications;
- \$50,000 for technical assistance for Recipients to which FEMA obligated at least \$1 million in FMA awards in FY 2018;
- \$50,000 for State flood hazard mitigation planning;
- \$25,000 for local flood hazard mitigation planning;
- 10 percent of the grant application budget for Applicant management costs for Applicants to administer and manage grant and subgrant activities (see the Management and Administration Costs subsection below); and
- 5 percent of plan and project subapplication budget for subapplicant management costs for subapplicants to manage their plan or project activity (see the Management and Administration Costs subsection below).

Allowable costs are:

- Project design under Advance Assistance
- Planning costs
- Training-related costs
- Domestic travel costs
- Construction and renovation costs
- Equipment costs

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

Unallowable costs are:

- Exercise-related costs
- Operational overtime costs

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

Pre-Award Costs

Pre-award costs directly related to developing the FMA grant application or subapplication that are incurred within 8 months of the application period has opened but prior to the date of the grant award are allowed subject to FEMA's written approval. Such costs may have been incurred prior to application submission, for example gathering NEPA data or developing a BCA (see Section D, Application and Submission Information, of this NOFO), preparing design specifications, or conducting workshops or meetings related to development and submission of subapplications. To be eligible for FMA funding, pre-award costs must be identified as separate line items in the cost estimate of the subapplication. Applicants and subapplicants may identify such pre-award costs as their non-Federal cost share.

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

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

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

Management and Administration Costs.

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

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

Applicants and subapplicants may include for subapplicant management costs of up to 5 percent of the cost of a planning or project subapplication to manage the proposed activity. For Applicants, this is in addition to the 10 percent Applicant management costs to manage the overall grant. Subapplication management cost activities must be added to the Scope of Work section and reflected in the Cost Estimate section subgrant applications in FEMA's grant application system.

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

Indirect Facilities and Administrative Costs.

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

Other Submission Requirements

Environmental Planning and Historic Preservation (EHP) Compliance

Applicants and subapplicants proposing projects that have the potential to affect the environment, including but not limited to modification or renovation of existing buildings, structures and facilities, or new construction, including replacement of facilities, must participate in the FEMA EHP review process. The EHP review process involves the submission of a detailed project description that explains the goals and objectives of the proposed project along with supporting documentation so that FEMA may determine whether the proposed project has the potential to adversely affect environmental resources and/or historic properties. EHP Job Aids and Supplements are available on the FEMA website at <https://www.fema.gov/media-library/assets/documents/102051>.

Mitigation Plan Requirement.

All Applicants and subapplicants must have a FEMA-approved mitigation plan at the time of obligation of grant funds (as well as by the application deadline) to receive a project award under this program in accordance with 44 CFR Part 201. More detailed information is provided in Part III, E.5, Hazard Mitigation Plan Requirement, of the HMA Guidance, available on the FEMA website at <http://www.fema.gov/media-library/assets/documents/103279>.

Acquisition Project Requirements.

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

Subrecipients must apply deed-restriction language to all acquired properties to ensure that the property is maintained in perpetuity as open space consistent with natural floodplain functions, as agreed to by accepting FEMA mitigation award funding. Deed-restriction language is applied to acquired properties by recording the open space and deed restrictions. The FEMA Model Deed Restriction is available on the FEMA website at <https://www.fema.gov/media-library/assets/documents/28496>.

E. Application Review Information

Application Evaluation Criteria

Prior to making a Federal award, the DHS FAO is required by 31 U.S.C. § 3321 note, 41 U.S.C. § 2313 and 2 CFR. §200.25 to review information available through any OMB-designated repositories of government-wide eligibility qualification or financial integrity information. Therefore, application evaluation criteria may include the following risk-based considerations of the Applicant:

1. Financial stability
2. Quality of management systems and ability to meet management standards
3. History of performance in managing Federal award
4. Reports and findings from audits
5. Ability to effectively implement statutory, regulatory, or other requirements

Review and Selection Process

FEMA will review each application to ensure compliance with applicable regulations at 44 CFR Part 79 and the HMA Guidance, including eligibility of the Applicant and subapplicant, eligibility of proposed activities and costs, completeness of the subapplication, cost-effectiveness and engineering feasibility of mitigation projects, and eligibility and availability of non-Federal cost share. For more detailed information, see Part VI, Application Review Information, of the HMA Guidance, available on the FEMA website at <http://www.fema.gov/media-library/assets/documents/103279>.

FEMA will select subapplications up to the available funding amount of \$210 million in the following order.

1. Community Flood Mitigation - \$70 million

a. Community Flood Mitigation – Advance Assistance

FEMA will select the highest ranked eligible subapplication(s) for Advance Assistance from each Applicant not to exceed \$200,000 total Federal cost share. Maximum funding for all FMA Advance Assistance is \$4 million.

Advance Assistance can be used to obtain data and to prioritize, select, and develop community flood hazard projects for future funding based on current FEMA-approved mitigation plans. FEMA will select subapplications that address flood risk on a community level based on final priority scoring criteria and that benefit communities with high participation and favorable standing in the NFIP.

Consideration of Advance Assistance early in the decision-making process can help facilitate the development of a viable project, as well as project implementation. FY 2019 community flood mitigation Advance Assistance projects are not eligible for FY 2019 community flood mitigation project funding. There is no guarantee for future HMA project funding if Advance Assistance is awarded.

All community flood mitigation Advance Assistance subapplications must include the following elements:

- Use the **planning** application type and **Advance Assistance** code/activity type within FEMA’s grant application system to be considered,
- Be designated as a community flood mitigation Advanced Assistance project in the subapplication title “Advance Assistance for X”, and
- Prove that the proposed project benefits NFIP-insured properties by submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating:
 - Estimated area benefitting from project

b. Community Flood Mitigation – Projects

FEMA will then select the highest ranked eligible community flood mitigation subapplication(s) from each Applicant up to \$10 million Federal cost share based on final priority scoring criteria (see table below), as needed. Projects must benefit communities with high participation and favorable standing in the NFIP for the remaining \$70 million. Applicants are not required to apply for Advance Assistance funding to be eligible to receive a project award.

All community flood mitigation subapplications must include the following elements in their applications:

- Use the **Community Flood Control** code/activity type within FEMA’s grant application system to be considered,
- Be designated as community flood mitigation project in the subapplication title “Community Flood Mitigation Project”, and
- Prove that the proposed project benefits NFIP-insured properties by submitting a map and associated geospatial file(s) (e.g., Shapefile, KML/KMZ, Geodatabase, or other GIS enabled document) delineating:
 - The proposed project footprint boundary,
 - Area benefitting from project, and
 - Active NFIP policies (if data available).

Eligible activities must benefit NFIP-insured properties and include, but are not limited to:

- Infrastructure protective measures
- Localized flood control
- Floodwater storage and diversion
- Floodplain and stream restoration
- Water and sanitary sewer system protective measures
- Utility protective measures
- Stormwater management
- Aquifer storage and recovery

- Wetland restoration/creation

Subapplications submitted for either the Community Flood Mitigation Advance Assistance or Community Flood Mitigation project funding will be scored and ranked based on the priorities in the following table, as needed:

Final Priority Scoring Criteria for Community Flood Mitigation Projects & Advance Assistance		
Priority	Description	Total Points
NFIP Policy Holder	Points will be assessed for every NFIP policy that is verified within the benefiting area of the project (5 per NFIP Policy)	5 x Each NFIP Policy
Severe Repetitive Loss (SRL) and Repetitive Loss (RL) Properties	Points will be assessed for project that contains SRL or RL properties as defined in priority 4 below (10 per RL and 15 per SRL property)	10 x each RL 15 x each SRL
Private-Partnership Cost Share	Cost share taken on by private organizations/businesses emphasizing community participation, collaboration, and investment. Points will be assigned based on percentage of private cost share invested.	150
Building Code Effectiveness Grading Schedule (BCEGS) rating	BCEGS rating assesses effectiveness of enforcement and adequacy of building codes with emphasis on mitigation. Classes weighted based on national class grouping ratings. Highest weight will be assigned to class 1 and descending through lower classes. (Graded Scale: 1 = 100, 2 = 90, 3 = 80, 4 = 70, 5 = 60, 5 = 50, 6 = 40, 7 = 30, 8 = 20, 9+ = 10)	10-100
Community Rating System (CRS) Participation	The CRS recognizes and encourages community floodplain-management activities that exceed the minimum National Flood Insurance Program standards. Depending on the level of participation, flood insurance premium rates for policyholders can be reduced up to 45%. Highest weight will be assigned to class 1 and descending through lower classes. (Graded Scale: 1 = 100, 2 = 90, 3 = 80, 4 = 70, 5 = 60, 5 = 50, 6 = 40, 7 = 30, 8 = 20, 9 = 10)	10-100
Cooperating Technical Partners Program (CTP) Participation	The CTP is a qualified partnership program in which communities commit to collaborate in maintaining up-to-date flood hazard maps and other flood hazard information. Points will be assigned to CTP participating communities.	100
International Building Codes (IBC) Adopted (2009 or newer)	IBC adoption epitomizes community commitment to responsible building regulations. Points will be assigned to IBC participating communities as follows: 2012 version or lower adopted = 25 and 2015 version or higher adopted = 50.	25-50
	Total Points Available	500+*

* In the event of a tie between two or more community flood mitigation applications: FEMA will use the highest Benefit Cost Ratio (BCR) as a tiebreaker for projects

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

2. Technical Assistance

FEMA will select eligible technical assistance subapplications up to \$50,000 Federal cost share for Recipients to which FEMA obligated FMA awards totaling at least \$1 million Federal cost share in FY 2018.

3. Flood Hazard Mitigation Planning

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

4. Competitive funding for property flood mitigation projects

FEMA will select eligible flood mitigation project subapplications on a competitive basis in the following prioritized order:

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

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

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

For project subapplications in priority categories 5(a) through 5(c) above, FEMA will prioritize projects as follows:

- (a) The highest percentage of structures included in the subapplication that meet the definition from 100 to 50 percent;

(b) The largest number of structures included in the subapplication that meet the definition; and

(c) FEMA-validated BCR.

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

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

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

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

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

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

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

At its discretion, FEMA may review a decision regarding a planning, project, or technical assistance subapplication that is Not Selected or Does Not Meet HMA Requirements only where there is an indication of substantive technical or procedural error that may have influenced FEMA's decision. There will be no reconsideration regarding the amount of planning subapplications, Applicant management costs, or technical assistance costs. Applicants must send requests for reconsideration based on technical or procedural error to their FEMA Regional Office within 60 days of the posting of subapplication status (see Anticipated Announcement and Federal Award

Dates section of this NOFO). Subapplicants should contact their Applicant agency regarding reconsideration requests, so that the Applicant may submit it to FEMA on their behalf. Contact information for each SHMO is provided at <http://www.fema.gov/state-hazard-mitigation-officers>.

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

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

If the anticipated Federal award amount will be greater than the simplified acquisition threshold, currently \$250,000 (see 2 CFR 200.88):

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

Anticipated Announcement and Federal Award Dates

FEMA anticipates announcing the status of applications by the Funding Selection Date of 06/01/2020.

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

Applicants with planning, advance assistance, technical assistance and project subapplications that are Identified for Further Review will receive notification through FEMA's grant application system via an automatic email to the point(s) of contact designated

in the Contact Information section of their FMA grant application. Subapplicants should contact their Applicant agency for information. Contact information for each SHMO is provided at <http://www.fema.gov/state-hazard-mitigation-officers>.

F. Federal Award Administration Information

Notice of Award

FEMA will provide the Federal award package to the Applicant electronically via FEMA's grant application system. Award packages include an award letter, Obligor Document for Awards/Amendments, and Articles of Agreement, including EHP review and/or other conditions. An email notification of the award package will be sent through FEMA's grant application system to the Applicant POC(s) designated in the FMA grant application. See 2 CFR 200.210, Information contained in a Federal award at <http://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-210>.

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

Administrative and National Policy Requirements

All successful Applicants for all DHS grant and cooperative agreements are required to comply with DHS Standard Administrative Terms and Conditions, which are available online at [DHS Standard Terms and Conditions](#).

The applicable DHS Standard Terms and Conditions will be for the last year specified at that URL, unless the application is for a continuation award. In that event, the terms and conditions in effect for the fiscal year that award was originally made will apply.

Pursuant to EO 13858 "Strengthening Buy-American Preferences for Infrastructure Projects," FEMA encourages recipients to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States, in the Public Assistance and Hazard Mitigation Grant Program for eligible public infrastructure repair and construction projects, as applicable, affecting surface transportation, ports, water resources including sewer and drinking water, and power. Such preference must be consistent with the law, including cost and contracting requirements at 2 C.F.R. Part 200, and program requirements.

Before accepting the award, the AOR should carefully read the award package for instructions on administering the grant award and the terms and conditions associated with responsibilities under Federal awards. Recipients must accept all conditions in this NOFO as well as any special terms and conditions in the Notice of Award to receive an award under this program.

Environmental Planning and Historic Preservation Compliance.

As a Federal agency, FEMA is required to consider the effects of its actions on the environment and/or historic properties to ensure that all activities and programs funded by

the agency, including grants-funded projects, comply with Federal EHP regulations, laws, and Executive Orders as applicable. In some cases, FEMA is also required to consult with other regulatory agencies and the public to complete the review process. The EHP review process must be completed before funds are released to carry out the proposed project. FEMA will not fund projects that are initiated without the required EHP review.

Construction Project Requirements.

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

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

Reporting

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

The following reporting periods and due dates apply:

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

Federal Financial Reporting Requirements.

The Federal Financial Reporting Form (FFR) (SF-425) is available online at [SF-425 OMB #4040-0014](#).

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

Program Performance Reporting Requirements.

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

Closeout Reporting Requirements.

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

If applicable, an inventory of all construction projects that used funds from this program must be reported with the final progress report.

After these reports have been reviewed and approved by FEMA, FEMA will issue a closeout notice to close out the grant. The notice will indicate the period of performance as closed, list any remaining funds that will be deobligated, and address the requirement of maintaining the grant records for 3 years from the date of the final FFR.

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

Disclosing Suspension and Disbarment Information per 2 CFR 180.335

This reporting requirement pertains to disclosing information related to government-wide suspension and debarment requirements. Before a recipient enters into a grant award with a federal agency, the recipient must notify the federal agency if it knows if any of the recipient's principals under the award fall under one or more of the four criteria listed at 2 CFR 180.335. At any time after accepting the award, if the recipient learns that any of its principals falls under one or more of the criteria listed at 2 CFR 180.335, the recipient must provide immediate written notice to the federal agency in accordance with 2 CFR 180.350

G. DHS Awarding Agency Contact Information**Contact and Resource Information****Program Questions.**

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

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

Financial and Administrative Questions.

FEMA Regional Assistance Officers manage, administer, and conduct application budget review; create the award package; approve, amend, and close out awards; and conduct cash analysis, financial monitoring, and audit resolution for this program. Contact the appropriate FEMA Regional Office for additional information. Contact information for FEMA Regional Offices is provided at <http://www.fema.gov/about-agency>.

Technical Assistance.

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

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

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

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

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

FEMA's Grant Application System.

Information, training, and resources on FEMA's grant application system for applicant and subapplicant users are available on the FEMA website at <https://www.fema.gov/application-submittal>.

H. Additional Information

Extensions

Extensions for the grant period of performance under this program are allowed, per Part VI, D.4.1, Extensions, of the HMA Guidance, available on the FEMA website at <http://www.fema.gov/media-library/assets/documents/103279>.

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

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

All extension requests must address the following:

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

Requests for extensions to a grant period of performance will be evaluated by FEMA but will not be approved automatically. The Regional Administrator can extend the period of performance for up to 12 months with justification. All requests to extend the grant period of performance beyond 12 months from the original grant termination date must be approved by FEMA Headquarters.

Other

Related HMA Programs

Hazard Mitigation Grant Program (HMGP): The HMGP is authorized by Section 404 of the Stafford Act, 42 U.S.C. 5170c. The key purpose of HMGP is to ensure that the opportunity to take critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a disaster. HMGP funding is available, when authorized under a Presidential major disaster declaration, in the areas of the State requested by the Governor. Indian Tribal governments may also submit a request for a major disaster declaration within their impacted areas.

The amount of HMGP funding available to the Applicant is based on the estimated total of Federal assistance, subject to the sliding scale formula outlined in 44 CFR 206.432(b) that FEMA provides for disaster recovery under the Presidential major disaster declaration. The formula provides for up to 15 percent of the first \$2 billion of estimated aggregate amounts of disaster assistance, up to 10 percent for amounts between \$2 billion and \$10 billion, and up to 7.5 percent for amounts between \$10 billion and \$35.333 billion. For States with enhanced plans, the eligible assistance is up to 20 percent for estimated aggregate amounts of disaster assistance not to exceed \$35.333 billion. No more than 7 percent of the HMGP funds available may be used for mitigation planning. The remaining funds may be used for projects. Local governments are considered subapplicants and must apply to their Applicant State/territory, who then may apply to FEMA on their behalf.

HMGP Post Fire: The HMGP Post Fire is authorized by section 1204 of the Disaster Recovery Reform Act (DRRA), Public Law 115-254. The key purpose of HMGP Post Fire is to ensure that the opportunity to implement critical mitigation measures to reduce the risk of loss of life and property from future disasters is not lost during the reconstruction process following a major disaster or any area affected by a fire for which assistance was provided under Section 420 Fire Management Assistance Grant (FMAG). HMGP Post Fire provides mitigation assistance using the Hazard Mitigation Grant Program (HMGP) for Fire Management Assistance declarations on or after October 5, 2018.

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

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

Payment

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

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

Conflict of Interest

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

The Recipient must disclose to FEMA, in writing, any real or potential conflict of interest as defined by the Federal, State, local, or tribal statutes or regulations or their own existing policies that may arise during the administration of the Federal award. Recipients must disclose any real or potential conflicts to the FEMA Program Analyst within 15 days of learning of the conflict of interest, per Part III, D.2, Conflict of Interest, of the HMA Guidance, available on the FEMA website at <http://www.fema.gov/media-library/assets/documents/103279>. Similarly, subrecipients must disclose any real or potential conflict of interest to the Recipient as required by the Recipient's conflict of interest policies, or any applicable State, local, or tribal statutes or regulations.

Conflicts of interest may arise during the process of FEMA making a Federal award in situations where a FEMA employee, officer, or agent, any members of his or her immediate

family, or his or her partner has a close personal relationship, a business relationship, or a professional relationship, with an Applicant, subapplicant, Recipient, subrecipient, or FEMA employee.

EXHIBIT B
ORIGINAL GRANT APPLICATION

Subgrant Project Application

Section H, Item 4.

Application Title: City of Corinth - Community Flood Mitigation Project
Subgrant Applicant: City of Corinth
Application Number:
Application Year: 2020
Grant Type: Project Application
Address: 3300 Corinth Parkway, Corinth, TX 76208-5379

Subapplicant Information

Name of Subapplicant	City of Corinth, TX
State	TX
Type of Subapplicant	Local Government
Legal status, function, and facilities owned:	
State Tax Number:	75-1453222
Federal Tax Number:	75-1453222
Other type name:	
Federal Employer Identification (EIN)	75-1453222
What is your DUNS Number?	158941369 -
Is Subapplication subject to review by Executive Order 12372 Process?	No. Program has not been selected by state for review
Is the Subapplicant delinquent on any Federal debt?	No
Explanation:	
Federal Identification Processing Standard (FIPS) Place Code	
Community	Corinth (16696)

Contact
Authorized Subgrant Agent

Title	Mr.
First Name	Bob
Middle Initial	
Last Name	Hart
Title	City Manager
Agency/Organization	City of Corinth
Address 1	3300 Corinth Parkway
Address 2	
City	Corinth
State	TX
ZIP	76208 - 5379
Phone	940-498-3200 Ext.
Fax	
Email	bob.hart@cityofcorinth.com

Point of Contact

Title	Mr.
First Name	George
Middle Initial	S
Last Name	Marshall
Title	City Engineer
Agency/Organization	City of Corinth
Address 1	3300 Corinth Parkway
Address 2	
City	Corinth
State	TX
ZIP	76208 - 5379
Phone	940-498-3200 Ext.
Fax	
Email	george.marshall@cityofcorinth.com

Community Information

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

State	County Code	Community Name	CID Number	CRS Community	CRS Rating	State Legislative District	US Congressional District
TX	481143_QBM0Z0E5K	CORINTH, CITY OF	481143	N		481143	26

Comments

The City of Corinth is a community in good standing with the National Flood Insurance Program. The City of Corinth is not a current participant in the Community Rating System. Delegation of authority to City Manager Bob Hart to submit this application, proof of registration within the System for Award Management, and the City's DUNS number are included in the "Appendix 1" attachment below. Standard Form 424 - Application for Federal Assistance is also attached below.

Attachments

Name	File Size (KB)
Appendix 1-Delegation of Authority, DUNS, SAM.pdf	2022
SF424 Application for Federal Assistance.pdf	311

State	TX	
Community Name	CORINTH, CITY OF	
County Name	TEXAS	
County Code	DENTON COUNTY	
City Code	481143	
FIPS Code	121	Help
CID Number	481143	Help
CRS Community	N	
CRS Rating		
State Legislative District	481143	
US Congressional District	26	
FIRM or FHBM available?	Yes	
Community Status	PARTICIPATING	Help
Community participates in NFIP ?	Yes	
Date entered in NFIP	03-05-1975	
Date of most recent Community Assistance Visit (CAV) ?	04-04-2000	Help

Mitigation Plan

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

Yes

If Yes, please answer the following:

What is the name of the plan?

Denton County Multi Hazard Mitigation Plan

What is the type of plan?

Local MultiJurisdictional Multihazard Mitigation Plan

When was the current multihazard mitigation plan approved by FEMA?

03-10-2016

Describe how the proposed activity relates to or is consistent with the FEMA-approved mitigation plan.

The City of Corinth has adopted the Denton County multi-jurisdictional Hazard Mitigation Action Plan; this plan was approved by FEMA on March 10, 2016. This plan includes a "Corinth Action Item" to "dig out and improve the drainage ditches throughout the city improving drainage of runoff and flood waters." The proposed project consists of deepening and widening existing drainage ways, a detention pond, enlarging associated culvert crossings, and minor grading to control and direct sheet flow. Excerpts from the Hazard Mitigation Action Plan are included in Appendix 2.

If No or Not Known, please answer the following:

Does the entity have any other mitigation plans adopted?

Not Known

If Yes, please provide the following information.

Plan Name

Plan Type

Date Adopted

Attachment (File Size)

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

Yes

If Yes, please answer the following:

What is the name of the plan?

State of Texas Hazard Mitigation Plan

What is the type of plan?

Standard State Multi-hazard Mitigation Plan

When was the current multihazard mitigation plan approved by FEMA?

10-17-2018

Describe how the proposed activity relates to or is consistent with the State/Tribe's FEMA-approved mitigation plan.

The State of Texas Hazard Mitigation Plan dated October 2018 includes an action item to "reduce the number of RL and SRL properties through localized flood reduction projects designed to lessen the frequency or severity of flooding and decrease predicted flood damage."

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

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

[Appendix 2-Excerpts from Denton County HMAP.pdf](#) (6295 KB)

Scope of Work (Page 1 of 3)

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

City of Corinth - Community Flood Mitigation Project

Hazard(s) Identified to be mitigated:

Flood

Proposed types of Mitigation Activity(ies):

Activity Code	Activity Name
402.4	Community Flood Mitigation Project

If Other or Miscellaneous selected above, please specify:

Provide a clear and detailed description of your proposed activity:

The proposed project consists of deepening and widening existing drainage ways, construction of a detention pond, enlarging associated culvert crossings, and minor grading to control and direct sheet flow. In general, the major portions of the work will take place along the western and southern perimeter of the Amity Village neighborhood (Area 1) and along the south and east sides of the Corinth Community Park adjacent to Lynchburg Creek (Area 3). The project consists of the following primary drainage improvements: 1. Deepening and widening of an existing ditch located west of and behind homes along Sharon Drive (referred to as Channel B1). The channel is planned with 4:1 side slopes, an 8-foot bottom width for the upstream portion, and a 20-foot bottom width for the downstream portion. 2. Enlarged culvert crossing at Silver Meadow Lane and Channel B1. The existing (3) 36" CMPs will be replaced with (2) 8'x4' RCBs. 3. A proposed detention pond (B2) located near Channel B1 and Silver Meadow Lane mitigates downstream impacts from the increased conveyance capacity provided by other aspects of the project. The pond takes high flows from Channel B1 and reduces the flow rate before continuing through Lynchburg Creek in Area 1. 4. Deepening and widening of an existing ditch located south of and behind homes along Valley View Drive (referred to as Channel C1). The channel is planned with 4:1 side slopes, a 10-foot bottom width for the upstream portion, and a triangular section for the downstream portion due to physical constraints. Channel C1 ties into Lynchburg Creek upstream of Corinth Parkway. 5. Enlarged culvert crossing at Sharon Drive and Channel C1. Existing (2) 36" CMPs will be replaced with (1) 10'x4' RCB. 6. Enlarged culvert crossing at Oak Hill Drive and Channel C1. Existing (2) 18" CMPs will be replaced with (2) 8'x4' RCBs. 7. Fill low areas of the berm directing drainage to existing detention pond located north of the intersection of Hillside Drive and Sharon Drive. The berm is located to the north of the homes on the north side of Hillside Drive. 8. Construct emergency overflow weir from existing detention pond located north of Hillside Drive to proposed Channel B1. In existing conditions, if the pond were to overflow, it would flow over a low section of the berm north of Hillside Drive and impact numerous residential structures in Area 1. 9. Reconfigure the pumped discharge point of the existing detention pond to proposed Channel B1. 10. Construct a ditch (B3) behind and west of homes along Sharon Drive from Lynchburg Creek to the southern extent of the Amity Village neighborhood to control and direct sheet flow from the west towards Lynchburg Creek. 11. Excavation in the left overbank of Lynchburg Creek on City owned property north of the creek in the vicinity of Red Oak Drive and Corinth Community Park. A portion of the excavated area will be used for additional sports fields for Corinth Community Park. 12. Enlarged culvert crossing at Red Oak Drive and Lynchburg Creek Tributary 2. Existing (2) 54" RCPs will be replaced with (3) 60" RCPs.

Is there construction in this project?

Y

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

In general, the major portions of the work will take place along the western and southern perimeter of the Amity Village neighborhood (Area 1) and along the south and east sides of the Corinth Community Park adjacent to Lynchburg Creek (Area 3). Area 1 is generally located west of Interstate 35E and Corinth Parkway, north of Lake Sharon Drive, and south of Church Drive. Area 3 is generally located east of Interstate 35E, south of Corinth Parkway, and north of Red Oak Drive. The project area is shown on Exhibit 1 - Vicinity Map in relationship to city limit boundaries and more specifically on Exhibits 8 and 9 - Project Location which also depicts topography and existing waterways. The project location in relation to the effective and preliminary FIRM are included in Appendices 3 and 4.

Scope of Work (Page 2 of 3)

Latitude:

33.1467

Longitude:

-97.0704

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

The proposed project currently benefits 100 single-family structures in the City, 32 of which are currently NFIP insured structures as of October 1, 2019. As of data received on November 22, 2019, one additional home benefiting from the proposed project has a policy that became effective November 16, 2019. The City of Corinth participated in the Lynchburg Creek Flood Risk Identification Study as a part of the FEMA Cooperating Technical Partner (CTP) Program with a Risk Map Assessment and Planning Project for Fiscal Year 2015 through a partnership led by the North Central Texas Council of Governments. The maps are currently available as preliminary data and are anticipated to become effective in 2020. Once this data becomes effective, approximately 70 structures will be added to the regulatory floodplain and those with Federally backed mortgages will then be required to carry NFIP flood insurance. Drainage master planning efforts prepared by Jones & Carter, Inc. (JC) for the City, which are based upon the preliminary FEMA Flood Insurance Rate Study information, have delineated additional flood risks that have not been fully identified by regulatory and preliminary documents. There is insufficient drainage infrastructure to intercept and convey offsite runoff from the west and south of the Amity Village neighborhood (Area 1). Runoff from south and southwest of Area 1 is conveyed in a poorly defined ditch which overflows to the residential area to the north when capacity is exceeded. Additionally, Lynchburg Creek's capacity is insufficient to convey the 100-year design storm event in this area. Similarly, the insufficient capacity between Red Oak Drive and Corinth Community Park (Area 3) results in homes within the 100-year floodplain.

Who will the mitigation activity benefit and/or impact?

The NFIP insured structures benefiting from this project are listed in Table 1. A tabulation of all structures benefiting from the project is included in Table 2. The project reduces flood risk to 100 structures, 32 of which are NFIP insured as of October 1, 2019. As of data received on November 22, 2019, one additional home benefiting from the proposed project has a policy that became effective November 16, 2019. The structures affected are also shown on Exhibits 14 and 15 - Structures Affected. The reduction in water surface elevations in documented in the section "Drainage Report" and in supporting documentation in Appendices 14-18.

How will the mitigation activity be implemented?

JC has initiated coordination with state and federal agencies to assess environmental planning and historical preservation requirements associated with the proposed project. Once selected for award of grant funding, the City will engage an environmental consultant prepare an environmental assessment including: 1) Waters of the United States delineation and plan Section 404 of the Clean Water Act (CWA) permitting approach, 2) Hazardous materials reconnaissance level survey and database search, 3) Protected species and unique vegetation communities habitat assessment, 4) Texas Antiquities Permit and cultural resources intensive pedestrian survey, and 5) Land use and demographic reconnaissance level survey for the project and adjacent areas. The majority of work within Area 1 is located on private property; therefore, the City will negotiate easements for the proposed project in these areas. Based on the result of the environmental assessment, the environmental consultant will prepare a Nationwide Permit or Individual Permit for Section 404 of the CWA for USACE approval. If necessary, impacts to jurisdictional waters and wetlands will be offset by purchasing credits in a mitigation bank. The City will hire consultants to: Conduct topographic and boundary surveys; Prepare easement documents; Coordinate Section 404 permitting; Conduct a geotechnical investigation; Prepare construction plans, specifications, and bid documents; Prepare a detailed cost estimate, and Assist the City with bidding and contractor selection. An environmental consultant will conduct a migratory bird nest survey within 5 days of ground disturbing activities; additionally, the project area will be surveyed for signs of bald eagle nesting, foraging, or roosting. In the event that construction methods are expected to impact streambed areas, an environmental consultant will conduct a survey to determine if any freshwater mussels are present within the project site and will determine appropriate dewatering methods if necessary. If aquatic resources are present, an Aquatic Resource Relocation Plan will be prepared by an environmental consultant and a Permit to Introduce Fish, Shellfish, or Aquatic Plants into Public Waters will be obtained from Texas Parks and Wildlife. The proposed project consists of deepening and widening existing drainage ways, construction of a detention pond, enlarging associated culvert crossings, and minor grading to control and direct sheet flow. This work will be done by a private contractor selected through the public bidding process. In general, the major portions of the work will take place along the western and southern perimeter of the Amity Village neighborhood (Area 1) and along the south and east sides of the Corinth Community Park adjacent to Lynchburg Creek (Area 3). Area 1 is generally located west of Interstate 35E and Corinth Parkway, north of Lake Sharon Drive, and south of Church Drive. Area 3 is generally located east of Interstate 35E, south of Corinth Parkway, and north of Red Oak Drive. The project area is shown on Exhibit 1 - Vicinity Map in relationship to city limit boundaries and more specifically on Exhibits 8 and 9 - Project Location which also depicts topography and existing waterways. The project location in relation to the effective and preliminary FIRM are included in Appendices 3 and 4.

Corinth Parkway, north of Lake Sharon Drive, and south of Church Drive. Area 3 is generally located east of Interstate 35E, south of Corinth Parkway, and north of the project area is shown on Exhibit 1 - Vicinity Map in relationship to city limit boundaries and more specifically on Exhibits 8 and 9 - Project Location which also depicts existing waterways. The project location in relation to the effective and preliminary FIRM are included in Appendices 3 and 4. Storm water pollution prevention is erosion control sheets of the conceptual construction plan set included in Appendix 5. Best management practices to be employed are anticipated to be: stabilized construction access points, filter fabric fence, erosion control blankets, rock check dams, and concrete wash-out pits.

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

A detailed hydrologic and hydraulic analysis has been completed to evaluate proposed projects and their benefits. The analysis demonstrates a reduced flood risk which is incorporated into the benefit-cost analysis. The study dated November 20, 2019, prepared by Jones & Carter, Inc., is documented in the "Drainage Report" section of this report and documents flood discharges and elevations for five design storm events with the following recurrence intervals: 10-year, 25-year, 50-year, 100-year, and 500-year. The 10-year, 50-year, 100-year, and 500-year were included in the benefit-cost analysis. Feasibility of constructing the proposed improvements is reflected in the conceptual construction plans for the improvements included in Appendix 5. The preliminary design is based on the City of Corinth Engineering Standards Manual, dated May 20, 2013. Proposed project components in Areas 1 are designed to accommodate the 100-year design storm event and generally increase the level of service of the downstream conveyance system. Area 3 improvements are designed to reduce the existing level of flood risk.

Who will manage and complete the mitigation activity?

The project will be managed and completed by the City of Corinth through the Engineering and Public Works Departments. The City of Corinth Public Works Department will provide long term maintenance.

Scope of Work (Page 3 of 3)

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

The proposed projects reduce riverine flood risk and remove many homes from the FEMA regulatory floodplain. However, flood risk remains from larger storm events and insufficient local drainage infrastructure. Additionally, a Letter of Map Revision will need to be prepared following construction to formally remove them from the FEMA regulatory floodplain.

When will the mitigation activity take place?

The project will start with negotiations for right-of-way and/or easement acquisition upon award of funding which is anticipated to be December 30, 2020. Construction will be completed by the required projected period of performance. Based on starting easement negotiations in January 2021 after award of funding, the project is anticipated to be complete by the end of May 2023. A schedule breakdown is included as Appendix 6.

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

Several alternatives were considered for Areas 1 and 3 as a part of the drainage master planning efforts by the City. Alternatives are described in the "Drainage Report" section of the attached report, prepared by Jones & Carter, Inc., with supporting documentation in Appendices 14-18.

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

The City Public Works Department will assume responsibility for maintenance once the project is complete. Maintenance will include: Removal of debris on an annual basis, or as needed following significant storm events; Annual inspection of the drainage infrastructure; And mowing of the channels and detention pond. The annual maintenance budget is estimated as \$43,050; see Appendix 7.

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

Referenced tables, exhibits, and appendices are included in the attached supporting documentation report.

Attachments (File Size):

[Shapefiles v2.zip](#) (122 KB)
[7-Report Appendices 19-25 v4.pdf](#) (34968 KB)
[BCA-20191120v5.zip](#) (17592 KB)
[Response Form to FEMA RFI 01 v2.docx](#) (33 KB)
[1-Report Body and Tables v7.pdf](#) (4025 KB)
[8-Report Appendix 26 v1.pdf](#) (181 KB)
[READ ME FOR H&H MODELS.pdf](#) (192 KB)
[Appendix 20-EHP Coordination.pdf](#) (30462 KB)
[4-Report Appendices 9-10 v2.pdf](#) (45334 KB)
[6-Report Appendices 14-19 v2.pdf](#) (25793 KB)
[3-Report Appendices 1-8 v3.pdf](#) (33978 KB)
[2-Report Exhibits v2.pdf](#) (25238 KB)
[5-Report Appendices 11-13 v2.pdf](#) (19486 KB)

Properties

Damaged Property Address:

Address line 1	1804 Avon Dr
Address line 2	
City	Corinth
County	Denton
State	TX
ZIP	76210

Owner Information:

First Name	NATHAN & PARKER, ANDREA	
Middle Name		
Last Name	GARRISON	
Phone	Home	Office
	Cell	Ext.

Owner's Mailing Address:

Address line 1	1804 Avon Dr
Address line 2	
Other (PO Box, Route, etc)	
City	Corinth
State	TX
ZIP	76210
Does this property have other co-owners or holders of recorded interest?	N

Property Information:

Latitude	33.151133
Longitude	-97.068949
Year Built	1999
Structure Type	Single Family
Property Tax Identification Number	32431
Legal Description	

Does this property have an NFIP Policy Number	Yes
Policy Number	4800147952
FMA Repetitive Loss	No
FMA Severe Repetitive Loss	No
Property Locator Number	
Hazards to be mitigated:	Flood
* Property Action	Other (Specify in Comments)
Other Property Action Description	Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged?	No
Purchase Offer Amount	0.00
Base Flood Elevation	feet
First Floor Elevation	feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation	feet
Foundation type	SOG
* Flood Zone Designation	
How was cost-effectiveness determined for this property:	BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 1 1904 TWIN BROOK TURN N/a
 Address line 2
 City Corinth
 County Denton
 State TX
 ZIP 76210

Owner Information:

First Name KENNETH A & HEATHER L
 Middle Name
 Last Name COOK
 Home Office
 Phone Ext.
 Cell

Owner's Mailing Address:

Address line 1 1904 TWIN BROOK TURN N/a
 Address line 2
 Other (PO Box, Route, etc)
 City Corinth
 State TX
 ZIP 76210
 Does this property
 have other co-owners
 or holders of recorded interest? N

Property Information:

[Latitude](#) 33.147475
[Longitude](#) -97.065564
 Year Built 1982
 Structure Type Single Family
 Property Tax Identification Number 21020
 Legal Description

Does this property have an [NFIP Policy Number](#) Yes
 Policy Number 0FLD307065
 FMA Repetitive Loss No
 FMA Severe Repetitive Loss No
 Property Locator Number
 Hazards to be mitigated: Flood
 • Property Action Other (Specify in Comments)
 Other Property Action Description Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged? No
[Purchase Offer Amount](#) 0.00
[Base Flood Elevation](#) feet
[First Floor Elevation](#) feet
 Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet
 Foundation type SOG
 • [Flood Zone Designation](#)
 How was cost-effectiveness determined for this property: BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 1	1814 AVON Dr
Address line 2	
City	Corinth
County	Denton
State	TX
ZIP	76210

Owner Information:

First Name	KIRK	
Middle Name		
Last Name	GUTHRIE	
Phone	Home	Office
	Cell	Ext.

Owner's Mailing Address:

Address line 1	1814 AVON Dr
Address line 2	
Other (PO Box, Route, etc)	
City	Corinth
State	TX
ZIP	76210

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

Property Information:

Latitude	33.150267
Longitude	-97.068904
Year Built	2002
Structure Type	Single Family
Property Tax Identification Number	26906
Legal Description	

Does this property have an NFIP Policy Number	Yes
Policy Number	4800123232
FMA Repetitive Loss	No
FMA Severe Repetitive Loss	No
Property Locator Number	
Hazards to be mitigated:	Flood
* Property Action	Other (Specify in Comments)
Other Property Action Description	Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged?	No
Purchase Offer Amount	0.00
Base Flood Elevation	feet
First Floor Elevation	feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation	feet
Foundation type	SOG
* Flood Zone Designation	
How was cost-effectiveness determined for this property:	BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 1 1821 AVON Dr
Address line 2
City Corinth
County Denton
State TX
ZIP 76210

Owner Information:

First Name BRENT & MICHELLE
Middle Name
Last Name JOHNSON

Phone Home Office
Cell Ext.

Owner's Mailing Address:

Address line 1 1821 AVON Dr
Address line 2
Other (PO Box, Route, etc)
City Corinth
State TX
ZIP 76210

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

Property Information:

[Latitude](#) 33.149362
[Longitude](#) -97.068495
Year Built 2003
Structure Type Single Family
Property Tax Identification Number 26602
Legal Description

Does this property have an [NFIP Policy Number](#) Yes
Policy Number 4800123362
FMA Repetitive Loss No
FMA Severe Repetitive Loss No
Property Locator Number
Hazards to be mitigated: Flood
• Property Action Other (Specify in Comments)
Other Property Action Description Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged? No
[Purchase Offer Amount](#) 0.00
[Base Flood Elevation](#) feet
[First Floor Elevation](#) feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet
Foundation type SOG
• [Flood Zone Designation](#)
How was cost-effectiveness determined for this property: BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties		
Damaged Property Address:		
Address line 1	1823 AVON Dr	
Address line 2		
City	Corinth	
County	Denton	
State	TX	
ZIP	76210	
Owner Information:		
First Name	CHRISTOPHER T & DEBRA D	
Middle Name		
Last Name	NIEMIROWSKI	
Phone	Home	Office
	Cell	Ext.
Owner's Mailing Address:		
Address line 1	1823 AVON Dr	
Address line 2		
Other (PO Box, Route, etc)		
City	Corinth	
State	TX	
ZIP	76210	
Does this property have other co-owners or holders of recorded interest?	N	
Property Information:		
Latitude	33.149325	
Longitude	-97.068539	
Year Built	1987	
Structure Type	Single Family	
Property Tax Identification Number	26599	
Legal Description		
Does this property have an NFIP Policy Number		
Policy Number	Yes 8009212328	
FMA Repetitive Loss	No	
FMA Severe Repetitive Loss	No	
Property Locator Number		
Hazards to be mitigated:	Flood	
* Property Action	Other (Specify in Comments)	
Other Property Action Description	Localized Flood Risk Reduction Project	
Property Information II:		
Substantially Damaged?	No	
Purchase Offer Amount	0.00	
Base Flood Elevation	feet	
First Floor Elevation	feet	
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation	feet	
Foundation type	SOG	
* Flood Zone Designation		
How was cost-effectiveness determined for this property:	BCA	
Comments		

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 1 2602 BOULDER Dr
Address line 2
City Corinth
County Denton
State TX
ZIP 76210

Owner Information:

First Name DAN P
Middle Name
Last Name CROSEK
Home Office
Phone Ext.
Cell

Owner's Mailing Address:

Address line 1 2602 BOULDER Dr
Address line 2
Other (PO Box, Route, etc)
City Corinth
State TX
ZIP 76210
Does this property
have other co-owners
or holders of recorded interest? N

Property Information:

[Latitude](#) 33.148262
[Longitude](#) -97.067788
Year Built 1984
Structure Type Single Family
Property Tax Identification Number 26516
Legal Description

Does this property have an [NFIP Policy Number](#) Yes
Policy Number 8705709337
FMA Repetitive Loss No
FMA Severe Repetitive Loss No
Property Locator Number
Hazards to be mitigated: Flood
• Property Action Other (Specify in Comments)
Other Property Action Description Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged? No
[Purchase Offer Amount](#) 0.00
[Base Flood Elevation](#) feet
[First Floor Elevation](#) feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet
Foundation type SOG
• [Flood Zone Designation](#)
How was cost-effectiveness determined for this property: BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 1 2608 BOULDER Dr
 Address line 2
 City Corinth
 County Denton
 State TX
 ZIP 76210

Owner Information:

First Name STEVEN L
 Middle Name
 Last Name NOLAND
 Home Office
 Phone Ext.
 Cell

Owner's Mailing Address:

Address line 1 2608 BOULDER Dr
 Address line 2
 Other (PO Box, Route, etc)
 City Corinth
 State TX
 ZIP 76210

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

Property Information:

[Latitude](#) 33.148247
[Longitude](#) -97.067198
 Year Built 1984
 Structure Type Single Family
 Property Tax Identification Number 26525
 Legal Description

Does this property have an [NFIP Policy Number](#) Yes
 Policy Number 4000148522
 FMA Repetitive Loss No
 FMA Severe Repetitive Loss No
 Property Locator Number
 Hazards to be mitigated: Flood
 * Property Action Other (Specify in Comments)
 Other Property Action Description Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged? No
[Purchase Offer Amount](#) 0.00
[Base Flood Elevation](#) feet
[First Floor Elevation](#) feet
 Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet
 Foundation type SOG
 * [Flood Zone Designation](#)
 How was cost-effectiveness determined for this property: BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 12610 BOULDER Dr
Address line 2
CityCorinth
CountyDenton
StateTX
ZIP76210

Owner Information:

First NameCHARLES & JEANETTE
Middle Name
Last NameMAVRINAC
HomeOffice
PhoneExt.
Cell

Owner's Mailing Address:

Address line 12610 BOULDER Dr
Address line 2
Other (PO Box, Route, etc)
CityCorinth
StateTX
ZIP76210
Does this property
have other co-owners
or holders of recorded interest?N

Property Information:

Latitude33.1483
Longitude-97.066853
Year Built1983
Structure TypeSingle Family
Property Tax Identification Number26526
Legal Description

Does this property have an NFIP Policy NumberYes
Policy NumberSF00648654
FMA Repetitive LossNo
FMA Severe Repetitive LossNo
Property Locator Number
Hazards to be mitigated:Flood
• Property ActionOther (Specify in Comments)
Other Property Action DescriptionLocalized Flood Risk Reduction Project

Property Information II:

Substantially Damaged?No
Purchase Offer Amount0.00
Base Flood Elevationfeet
First Floor Elevationfeet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevationfeet
Foundation typeSOG
• Flood Zone Designation
How was cost-effectiveness determined for this property:BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 12612 BOULDER Dr
Address line 2
CityCorinth
CountyDenton
StateTX
ZIP76210

Owner Information:

First NameKAREN
Middle Name
Last NameGRAVELY
HomeOffice
PhoneExt.
Cell

Owner's Mailing Address:

Address line 12612 BOULDER Dr
Address line 2
Other (PO Box, Route, etc)
CityCorinth
StateTX
ZIP76210
Does this property
have other co-owners
or holders of recorded interest?N

Property Information:

Latitude33.148267
Longitude-97.066654
Year Built1981
Structure TypeSingle Family
Property Tax Identification Number27223
Legal Description

Does this property have an NFIP Policy NumberYes
Policy Number0FLD420373
FMA Repetitive LossNo
FMA Severe Repetitive LossNo
Property Locator Number
Hazards to be mitigated:Flood
• Property ActionOther (Specify in Comments)
Other Property Action DescriptionLocalized Flood Risk Reduction Project

Property Information II:

Substantially Damaged?No
Purchase Offer Amount0.00
Base Flood Elevationfeet
First Floor Elevationfeet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevationfeet
Foundation typeSOG
• Flood Zone Designation
How was cost-effectiveness determined for this property:BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 1 1810 DUNDEE Dr
Address line 2
City Corinth
County Denton
State TX
ZIP 76210

Owner Information:

First Name ATC REAL ESTATE HOLDINGS
Middle Name
Last Name LLC
Home Office
Phone Ext.
Cell

Owner's Mailing Address:

Address line 1 1505 Shadywood Lane
Address line 2
Other (PO Box, Route, etc)
City Flower Mound
State TX
ZIP 75028
Does this property
have other co-owners
or holders of recorded interest? N

Property Information:

[Latitude](#) 33.150608
[Longitude](#) -97.067723
Year Built 1984
Structure Type Single Family
Property Tax Identification Number 26941
Legal Description

Does this property have an [NFIP Policy Number](#) Yes
Policy Number 8706150875
FMA Repetitive Loss No
FMA Severe Repetitive Loss No
Property Locator Number
Hazards to be mitigated: Flood
• Property Action Other (Specify in Comments)
Other Property Action Description Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged? No
[Purchase Offer Amount](#) 0.00
[Base Flood Elevation](#) feet
[First Floor Elevation](#) feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet
Foundation type SOG
• [Flood Zone Designation](#)
How was cost-effectiveness determined for this property: BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties		
Damaged Property Address:		
Address line 1	1817 DUNDEE Dr	
Address line 2		
City	Corinth	
County	Denton	
State	TX	
ZIP	76210	
Owner Information:		
First Name	OLLIE E & DEBORAH B	
Middle Name		
Last Name	RAMSEY	
Phone	Home	Office
	Cell	Ext.
Owner's Mailing Address:		
Address line 1	1817 DUNDEE Dr	
Address line 2		
Other (PO Box, Route, etc)		
City	Corinth	
State	TX	
ZIP	76210	
Does this property have other co-owners or holders of recorded interest?	N	
Property Information:		
Latitude	33.149814	
Longitude	-97.06738	
Year Built	1980	
Structure Type	Single Family	
Property Tax Identification Number	27328	
Legal Description		
Does this property have an NFIP Policy Number		
Policy Number	Yes 1150311776	
FMA Repetitive Loss	No	
FMA Severe Repetitive Loss	No	
Property Locator Number		
Hazards to be mitigated:	Flood	
* Property Action	Other (Specify in Comments)	
Other Property Action Description	Localized Flood Risk Reduction Project	
Property Information II:		
Substantially Damaged?	No	
Purchase Offer Amount	0.00	
Base Flood Elevation	feet	
First Floor Elevation	feet	
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation	feet	
Foundation type	SOG	
* Flood Zone Designation		
How was cost-effectiveness determined for this property:	BCA	
Comments		

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties		
Damaged Property Address:		
Address line 1	1820 DUNDEE Dr	
Address line 2		
City	Corinth	
County	Denton	
State	TX	
ZIP	76210	
Owner Information:		
First Name	CONNIE ANN	
Middle Name		
Last Name	MCNAIRY	
Phone	Home	Office
	Cell	Ext.
Owner's Mailing Address:		
Address line 1	1820 DUNDEE Dr	
Address line 2		
Other (PO Box, Route, etc)		
City	Corinth	
State	TX	
ZIP	76210	
Does this property have other co-owners or holders of recorded interest?	N	
Property Information:		
Latitude	33.14961	
Longitude	-97.067726	
Year Built	1981	
Structure Type	Single Family	
Property Tax Identification Number	26959	
Legal Description		
Does this property have an NFIP Policy Number		
Policy Number	Yes 4802174641	
FMA Repetitive Loss	No	
FMA Severe Repetitive Loss	No	
Property Locator Number		
Hazards to be mitigated:	Flood	
* Property Action	Other (Specify in Comments)	
Other Property Action Description	Localized Flood Risk Reduction Project	
Property Information II:		
Substantially Damaged?	No	
Purchase Offer Amount	0.00	
Base Flood Elevation	feet	
First Floor Elevation	feet	
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation	feet	
Foundation type	SOG	
* Flood Zone Designation		
How was cost-effectiveness determined for this property:	BCA	
Comments		

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties		
Damaged Property Address:		
Address line 1	1821 DUNDEE Dr	
Address line 2		
City	Corinth	
County	Denton	
State	TX	
ZIP	76210	
Owner Information:		
First Name	GARY D & ELIZABETH A	
Middle Name		
Last Name	KEITH	
Phone	Home	Office
	Cell	Ext.
Owner's Mailing Address:		
Address line 1	1821 DUNDEE Dr	
Address line 2		
Other (PO Box, Route, etc)		
City	Corinth	
State	TX	
ZIP	76210	
Does this property have other co-owners or holders of recorded interest?	N	
Property Information:		
Latitude	33.149442	
Longitude	-97.067325	
Year Built	1997	
Structure Type	Single Family	
Property Tax Identification Number	27176	
Legal Description		
Does this property have an NFIP Policy Number		
Policy Number	Yes 4400246072	
FMA Repetitive Loss	No	
FMA Severe Repetitive Loss	No	
Property Locator Number		
Hazards to be mitigated:	Flood	
* Property Action	Other (Specify in Comments)	
Other Property Action Description	Localized Flood Risk Reduction Project	
Property Information II:		
Substantially Damaged?	No	
Purchase Offer Amount	0.00	
Base Flood Elevation	feet	
First Floor Elevation	feet	
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation	feet	
Foundation type	SOG	
* Flood Zone Designation		
How was cost-effectiveness determined for this property:	BCA	
Comments		

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 1 2508 HILLSIDE Dr
Address line 2
City Corinth
County Denton
State TX
ZIP 76210

Owner Information:

First Name KRISTINA & JUSTIN
Middle Name
Last Name GRESSETT

Phone Home Office
Cell Ext.

Owner's Mailing Address:

Address line 1 2508 HILLSIDE Dr
Address line 2
Other (PO Box, Route, etc)
City Corinth
State TX
ZIP 76210

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

Property Information:

[Latitude](#) 33.151759
[Longitude](#) -97.068507
Year Built 1998
Structure Type Single Family
Property Tax Identification Number 26574
Legal Description

Does this property have an [NFIP Policy Number](#) Yes
Policy Number 4400188121
FMA Repetitive Loss No
FMA Severe Repetitive Loss No
Property Locator Number
Hazards to be mitigated: Flood
• Property Action Other (Specify in Comments)
Other Property Action Description Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged? No
[Purchase Offer Amount](#) 0.00
[Base Flood Elevation](#) feet
[First Floor Elevation](#) feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet
Foundation type SOG
• [Flood Zone Designation](#)
How was cost-effectiveness determined for this property: BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 1 1824 OAK HILL Dr
Address line 2
City Corinth
County Denton
State TX
ZIP 76210

Owner Information:

First Name SUSAN E
Middle Name
Last Name HARDING-FRIENDS

Phone Home Office
Cell Ext.

Owner's Mailing Address:

Address line 1 1824 OAK HILL Dr
Address line 2
Other (PO Box, Route, etc)
City Corinth
State TX
ZIP 76210

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

Property Information:

[Latitude](#) 33.149331
[Longitude](#) -97.066679
Year Built 1980
Structure Type Single Family
Property Tax Identification Number 27308
Legal Description

Does this property have an [NFIP Policy Number](#) Yes
Policy Number 7405903173
FMA Repetitive Loss No
FMA Severe Repetitive Loss No
Property Locator Number
Hazards to be mitigated: Flood
• Property Action Other (Specify in Comments)
Other Property Action Description Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged? No
[Purchase Offer Amount](#) 0.00
[Base Flood Elevation](#) feet
[First Floor Elevation](#) feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet
Foundation type SOG
• [Flood Zone Designation](#)
How was cost-effectiveness determined for this property: BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Address line 1	1901 OAK HILL DR
Address line 2	
City	Corinth
County	Denton
State	TX
ZIP	76210

First Name	JOSE D BUSTOS
Middle Name	
Last Name	JUAREZ

Phone	Home	Office
	Cell	Ext.

Address line 1	1901 OAK HILL Dr
Address line 2	
Other (PO Box, Route, etc)	
City	Corinth
State	TX
ZIP	76210

Legal Description

Does this property have an NFIP Policy Number	Yes
Policy Number	4806253671
FMA Repetitive Loss	No
FMA Severe Repetitive Loss	No
Property Locator Number	
Hazards to be mitigated:	Flood
* Property Action	Other (Specify in Comments)
<i>Other</i> Property Action Description	Localized Flood Risk Reduction Project

Substantially Damaged?	No
Purchase Offer Amount	0.00
Base Flood Elevation	feet
First Floor Elevation	feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation	feet
Foundation type	SOG
* Flood Zone Designation	
How was cost-effectiveness determined for this property:	BCA

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See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties		
Damaged Property Address:		
Address line 1	1905 OAK HILL Dr	
Address line 2		
City	Corinth	
County	Denton	
State	TX	
ZIP	76210	
Owner Information:		
First Name	RICHARD N	
Middle Name		
Last Name	ROGERS	
Phone	Home	Office
	Cell	Ext.
Owner's Mailing Address:		
Address line 1	1905 OAK HILL Dr	
Address line 2		
Other (PO Box, Route, etc)		
City	Corinth	
State	TX	
ZIP	76210	
Does this property have other co-owners or holders of recorded interest?	N	
Property Information:		
Latitude	33.147849	
Longitude	-97.066245	
Year Built	1985	
Structure Type	Single Family	
Property Tax Identification Number	27037	
Legal Description		
Does this property have an NFIP Policy Number		
Policy Number	8705179098	
FMA Repetitive Loss	No	
FMA Severe Repetitive Loss	No	
Property Locator Number		
Hazards to be mitigated:	Flood	
* Property Action	Other (Specify in Comments)	
Other Property Action Description	Localized Flood Risk Reduction Project	
Property Information II:		
Substantially Damaged?	No	
Purchase Offer Amount	0.00	
Base Flood Elevation	feet	
First Floor Elevation	feet	
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation	feet	
Foundation type	SOG	
* Flood Zone Designation		
How was cost-effectiveness determined for this property:	BCA	
Comments		

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties		
Damaged Property Address:		
Address line 1	1913 OAK HILL Dr	
Address line 2		
City	Corinth	
County	Denton	
State	TX	
ZIP	76210	
Owner Information:		
First Name	MICHAEL C	
Middle Name		
Last Name	DEMARS	
Phone	Home	Office
	Cell	Ext.
Owner's Mailing Address:		
Address line 1	1913 OAK HILL Dr	
Address line 2		
Other (PO Box, Route, etc)		
City	Corinth	
State	TX	
ZIP	76210	
Does this property have other co-owners or holders of recorded interest?	N	
Property Information:		
Latitude	33.147227	
Longitude	-97.066267	
Year Built	1984	
Structure Type	Single Family	
Property Tax Identification Number	27014	
Legal Description		
Does this property have an NFIP Policy Number		
Policy Number	Yes 0FLD471492	
FMA Repetitive Loss	No	
FMA Severe Repetitive Loss	No	
Property Locator Number		
Hazards to be mitigated:	Flood	
* Property Action	Other (Specify in Comments)	
Other Property Action Description	Localized Flood Risk Reduction Project	
Property Information II:		
Substantially Damaged?	No	
Purchase Offer Amount	0.00	
Base Flood Elevation	feet	
First Floor Elevation	feet	
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation	feet	
Foundation type	SOG	
* Flood Zone Designation		
How was cost-effectiveness determined for this property:	BCA	
Comments		

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 1 3701 RED OAK Dr
Address line 2
City Corinth
County Denton
State TX
ZIP 76208

Owner Information:

First Name JOHN M & VICKI C
Middle Name
Last Name GRAHAM

Phone Home Office
Cell Ext.

Owner's Mailing Address:

Address line 1 3701 RED OAK Dr
Address line 2
Other (PO Box, Route, etc)
City Corinth
State TX
ZIP 76208

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

Property Information:

[Latitude](#) 33.150246
[Longitude](#) -97.04809
Year Built 1992
Structure Type Single Family
Property Tax Identification Number 65924
Legal Description

Does this property have an [NFIP Policy Number](#) Yes
Policy Number 0FLD232457
FMA Repetitive Loss No
FMA Severe Repetitive Loss No
Property Locator Number
Hazards to be mitigated: Flood
• Property Action Other (Specify in Comments)
Other Property Action Description Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged? No
[Purchase Offer Amount](#) 0.00
[Base Flood Elevation](#) feet
[First Floor Elevation](#) feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet
Foundation type SOG
• [Flood Zone Designation](#)
How was cost-effectiveness determined for this property: BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 1 3705 RED OAK Dr
Address line 2
City Corinth
County Denton
State TX
ZIP 76208

Owner Information:

First Name GLENN JAMES LIVING TRUST
Middle Name
Last Name SCHEDEEN
Home Office
Phone Ext.
Cell

Owner's Mailing Address:

Address line 1 3705 RED OAK Dr
Address line 2
Other (PO Box, Route, etc)
City Corinth
State TX
ZIP 76208
Does this property
have other co-owners
or holders of recorded interest? N

Property Information:

[Latitude](#) 33.150168
[Longitude](#) -97.047897
Year Built 1984
Structure Type Single Family
Property Tax Identification Number 65925
Legal Description

Does this property have an [NFIP Policy Number](#) Yes
Policy Number 1150302780
FMA Repetitive Loss No
FMA Severe Repetitive Loss No
Property Locator Number
Hazards to be mitigated: Flood
• Property Action Other (Specify in Comments)
Other Property Action Description Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged? No
[Purchase Offer Amount](#) 0.00
[Base Flood Elevation](#) feet
[First Floor Elevation](#) feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet
Foundation type SOG
• [Flood Zone Designation](#)
How was cost-effectiveness determined for this property: BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 13709 RED OAK Dr

Address line 2

CityCorinth

CountyDenton

StateTX

ZIP76208

Owner Information:

First NameJAMES & STACY

Middle Name

Last NameDONALD

HomeOffice

PhoneExt.

Cell

Owner's Mailing Address:

Address line 13709 RED OAK Dr

Address line 2

Other (PO Box, Route, etc)

CityCorinth

StateTX

ZIP76208

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

Property Information:

[Latitude](#)33.150074

[Longitude](#)-97.047222

Year Built1991

Structure TypeSingle Family

Property Tax Identification Number65926

Legal Description

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

Policy Number4801275911

FMA Repetitive LossNo

FMA Severe Repetitive LossNo

Property Locator Number

Hazards to be mitigated:Flood

* Property ActionOther (Specify in Comments)

Other Property Action DescriptionLocalized Flood Risk Reduction Project

Property Information II:

Substantially Damaged?No

[Purchase Offer Amount](#)0.00

[Base Flood Elevation](#)feet

[First Floor Elevation](#)feet

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

Foundation typeSOG

* [Flood Zone Designation](#)

How was cost-effectiveness determined for this property:BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties		
Damaged Property Address:		
Address line 1	1724 SHARON Dr	
Address line 2		
City	Corinth	
County	Denton	
State	TX	
ZIP	76210	
Owner Information:		
First Name	ROBERT A & DONNA M	
Middle Name		
Last Name	ERVIN	
Phone	Home	Office
	Cell	Ext.
Owner's Mailing Address:		
Address line 1	1724 SHARON Dr	
Address line 2		
Other (PO Box, Route, etc)		
City	Corinth	
State	TX	
ZIP	76210	
Does this property have other co-owners or holders of recorded interest?	N	
Property Information:		
Latitude	33.151559	
Longitude	-97.069882	
Year Built	1990	
Structure Type	Single Family	
Property Tax Identification Number	26322	
Legal Description		
Does this property have an NFIP Policy Number		
Policy Number	4400236259	
FMA Repetitive Loss	No	
FMA Severe Repetitive Loss	No	
Property Locator Number		
Hazards to be mitigated:	Flood	
* Property Action	Other (Specify in Comments)	
Other Property Action Description	Localized Flood Risk Reduction Project	
Property Information II:		
Substantially Damaged?	No	
Purchase Offer Amount	0.00	
Base Flood Elevation	feet	
First Floor Elevation	feet	
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation	feet	
Foundation type	SOG	
* Flood Zone Designation		
How was cost-effectiveness determined for this property:	BCA	
Comments		

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 1 1806 SHARON Dr
Address line 2
City Corinth
County Denton
State TX
ZIP 76210

Owner Information:

First Name DELMA B
Middle Name
Last Name SALDANA
Home Office
Phone Ext.
Cell

Owner's Mailing Address:

Address line 1 1806 SHARON Dr
Address line 2
Other (PO Box, Route, etc)
City Corinth
State TX
ZIP 76210

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

Property Information:

[Latitude](#) 33.150925
[Longitude](#) -97.069894
Year Built 1999
Structure Type Single Family
Property Tax Identification Number 26306
Legal Description

Does this property have an [NFIP Policy Number](#) Yes
Policy Number 4800196062
FMA Repetitive Loss No
FMA Severe Repetitive Loss No
Property Locator Number
Hazards to be mitigated: Flood
• Property Action Other (Specify in Comments)
Other Property Action Description Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged? No
[Purchase Offer Amount](#) 0.00
[Base Flood Elevation](#) feet
[First Floor Elevation](#) feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet
Foundation type SOG
• [Flood Zone Designation](#)
How was cost-effectiveness determined for this property: BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties		
Damaged Property Address:		
Address line 1	1810 SHARON Dr	
Address line 2		
City	Corinth	
County	Denton	
State	TX	
ZIP	76210	
Owner Information:		
First Name	SHANNON C & SUZANNE J	
Middle Name		
Last Name	WHITCOMBE	
Phone	Home	Office
	Cell	Ext.
Owner's Mailing Address:		
Address line 1	1810 SHARON Dr	
Address line 2		
Other (PO Box, Route, etc)		
City	Corinth	
State	TX	
ZIP	76210	
Does this property have other co-owners or holders of recorded interest?	N	
Property Information:		
Latitude	33.150614	
Longitude	-97.069891	
Year Built	2001	
Structure Type	Single Family	
Property Tax Identification Number	26299	
Legal Description		
Does this property have an NFIP Policy Number		
Policy Number	Yes 7405899197	
FMA Repetitive Loss	No	
FMA Severe Repetitive Loss	No	
Property Locator Number		
Hazards to be mitigated:	Flood	
* Property Action	Other (Specify in Comments)	
Other Property Action Description	Localized Flood Risk Reduction Project	
Property Information II:		
Substantially Damaged?	No	
Purchase Offer Amount	0.00	
Base Flood Elevation	feet	
First Floor Elevation	feet	
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation	feet	
Foundation type	SOG	
* Flood Zone Designation		
How was cost-effectiveness determined for this property:	BCA	
Comments		

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 11824 SHARON Dr

Address line 2

CityCorinth

CountyDenton

StateTX

ZIP76210

Owner Information:

First NameMICHAEL J

Middle Name

Last NameVILLANE

HomeOffice

PhoneExt.

Cell

Owner's Mailing Address:

Address line 11824 SHARON Dr

Address line 2

Other (PO Box, Route, etc)

CityCorinth

StateTX

ZIP76210

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

Property Information:

[Latitude](#)33.14915

[Longitude](#)-97.069895

Year Built1994

Structure TypeSingle Family

Property Tax Identification Number26253

Legal Description

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

Policy Number8706153685

FMA Repetitive LossNo

FMA Severe Repetitive LossNo

Property Locator Number

Hazards to be mitigated:Flood

* Property ActionOther (Specify in Comments)

Other Property Action DescriptionLocalized Flood Risk Reduction Project

Property Information II:

Substantially Damaged?No

[Purchase Offer Amount](#)0.00

[Base Flood Elevation](#)feet

[First Floor Elevation](#)feet

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

Foundation typeSOG

* [Flood Zone Designation](#)

How was cost-effectiveness determined for this property:BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
-------------	------	----------------	---------------

Properties		
Damaged Property Address:		
Address line 1	1904 SHARON Dr	
Address line 2		
City	Corinth	
County	Denton	
State	TX	
ZIP	76210	
Owner Information:		
First Name	REBECCA A	
Middle Name		
Last Name	RHULE	
Phone	Home	Office
	Cell	Ext.
Owner's Mailing Address:		
Address line 1	1904 SHARON Dr	
Address line 2		
Other (PO Box, Route, etc)		
City	Corinth	
State	TX	
ZIP	76210	
Does this property have other co-owners or holders of recorded interest?	N	
Property Information:		
Latitude	33.148511	
Longitude	-97.06991	
Year Built	1988	
Structure Type	Single Family	
Property Tax Identification Number	26233	
Legal Description		
Does this property have an NFIP Policy Number		
Policy Number	066676820F	
FMA Repetitive Loss	No	
FMA Severe Repetitive Loss	No	
Property Locator Number		
Hazards to be mitigated:	Flood	
* Property Action	Other (Specify in Comments)	
Other Property Action Description	Localized Flood Risk Reduction Project	
Property Information II:		
Substantially Damaged?	No	
Purchase Offer Amount	0.00	
Base Flood Elevation	feet	
First Floor Elevation	feet	
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation	feet	
Foundation type	SOG	
* Flood Zone Designation		
How was cost-effectiveness determined for this property:	BCA	
Comments		

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
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Properties

Damaged Property Address:

Address line 1 1910 SHARON Dr
Address line 2
City Corinth
County Denton
State TX
ZIP 76210

Owner Information:

First Name JON
Middle Name
Last Name KINGSTON
Home Office
Phone Ext.
Cell

Owner's Mailing Address:

Address line 1 1910 SHARON Dr
Address line 2
Other (PO Box, Route, etc)
City Corinth
State TX
ZIP 76210
Does this property
have other co-owners
or holders of recorded interest? N

Property Information:

[Latitude](#) 33.147805
[Longitude](#) -97.069911
Year Built 1985
Structure Type Single Family
Property Tax Identification Number 26178
Legal Description

Does this property have an [NFIP Policy Number](#) Yes
Policy Number 013290530F
FMA Repetitive Loss No
FMA Severe Repetitive Loss No
Property Locator Number
Hazards to be mitigated: Flood
• Property Action Other (Specify in Comments)
Other Property Action Description Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged? No
[Purchase Offer Amount](#) 0.00
[Base Flood Elevation](#) feet
[First Floor Elevation](#) feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet
Foundation type SOG
• [Flood Zone Designation](#)
How was cost-effectiveness determined for this property: BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
-------------	------	----------------	---------------

Address line 1	2509 SILVERMEADOW Lane
Address line 2	
City	Corinth
County	Denton
State	TX
ZIP	76210

First Name	CHARLENE & MICHAEL L
Middle Name	
Last Name	LAIRD

Owner's Mailing Address:

Address line 1	2509 SILVERMEADOW Lane
Address line 2	
Other (PO Box, Route, etc)	
City	Corinth
State	TX
ZIP	76210

Property Information:

Latitude 33.148864

Longitude -97.068411

Year Built	1987
------------	------

Structure Type	Single Family
----------------	---------------

Property Tax Identification Number 26539

Legal Description

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

Policy Number 6820218788

FMA Repetitive Loss	No
---------------------	----

FMA Severe Repetitive Loss	No
----------------------------	----

Property Locator Number

Hazards to be mitigated:	Flood
--------------------------	-------

• **Property Action** Other (Specify in Comments)

<i>Other</i> Property Action Description	Localized Flood Risk Reduction Project
--	--

Substantially Damaged?	No
Purchase Offer Amount	0.00
Base Flood Elevation	feet
First Floor Elevation	feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation	feet
Foundation type	SOG
* Flood Zone Designation	
How was cost-effectiveness determined for this property:	BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
-------------	------	----------------	---------------

Properties

Damaged Property Address:

Address line 1 2603 SILVERMEADOW Lane
Address line 2
City Corinth
County Denton
State TX
ZIP 76210

Owner Information:

First Name JESSICA LINN & JATONNA BETH
Middle Name
Last Name DEPUTY
Home Office
Phone Ext.
Cell

Owner's Mailing Address:

Address line 1 2603 SILVERMEADOW Lane
Address line 2
Other (PO Box, Route, etc)
City Corinth
State TX
ZIP 76210
Does this property
have other co-owners
or holders of recorded interest? N

Property Information:

[Latitude](#) 33.148872
[Longitude](#) -97.067857
Year Built 1984
Structure Type Single Family
Property Tax Identification Number 26532
Legal Description

Does this property have an [NFIP Policy Number](#) Yes
Policy Number 8705335244
FMA Repetitive Loss No
FMA Severe Repetitive Loss No
Property Locator Number
Hazards to be mitigated: Flood
• Property Action Other (Specify in Comments)
Other Property Action Description Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged? No
[Purchase Offer Amount](#) 0.00
[Base Flood Elevation](#) feet
[First Floor Elevation](#) feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation feet
Foundation type SOG
• [Flood Zone Designation](#)
How was cost-effectiveness determined for this property: BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
-------------	------	----------------	---------------

Properties

Damaged Property Address:

Address line 1	1900 TWIN BROOK TURN N/a
Address line 2	
City	Corinth
County	Denton
State	TX
ZIP	76210

Owner Information:

First Name	EMMA LUANN	
Middle Name		
Last Name	ANTHONY	
Phone	Home	Office
	Cell	Ext.

Owner's Mailing Address:

Address line 1	1900 TWIN BROOK TURN N/a
Address line 2	
Other (PO Box, Route, etc)	
City	Corinth
State	TX
ZIP	76210
Does this property have other co-owners or holders of recorded interest?	N

Property Information:

Latitude	33.148537
Longitude	-97.065429
Year Built	1979
Structure Type	Single Family
Property Tax Identification Number	21024
Legal Description	

Does this property have an NFIP Policy Number	Yes
Policy Number	050351000F
FMA Repetitive Loss	No
FMA Severe Repetitive Loss	No
Property Locator Number	
Hazards to be mitigated:	Flood
* Property Action	Other (Specify in Comments)
Other Property Action Description	Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged?	No
Purchase Offer Amount	0.00
Base Flood Elevation	feet
First Floor Elevation	feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation	feet
Foundation type	SOG
* Flood Zone Designation	
How was cost-effectiveness determined for this property:	BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
-------------	------	----------------	---------------

Properties

Damaged Property Address:

Address line 1	1902 TWIN BROOK TURN N/a
Address line 2	
City	Corinth
County	Denton
State	TX
ZIP	76210

Owner Information:

First Name	ROY L & BARBARA L	
Middle Name		
Last Name	OSBORNE	
Phone	Home	Office
	Cell	Ext.

Owner's Mailing Address:

Address line 1	1902 TWIN BROOK TURN N/a
Address line 2	
Other (PO Box, Route, etc)	
City	Corinth
State	TX
ZIP	76210
Does this property have other co-owners or holders of recorded interest?	N

Property Information:

Latitude	33.148193
Longitude	-97.065406
Year Built	1979
Structure Type	Single Family
Property Tax Identification Number	21022
Legal Description	

Does this property have an NFIP Policy Number	Yes
Policy Number	7405900955
FMA Repetitive Loss	No
FMA Severe Repetitive Loss	No
Property Locator Number	
Hazards to be mitigated:	Flood
* Property Action	Other (Specify in Comments)
Other Property Action Description	Localized Flood Risk Reduction Project

Property Information II:

Substantially Damaged?	No
Purchase Offer Amount	0.00
Base Flood Elevation	feet
First Floor Elevation	feet
Number of feet the lowest floor elevation of the structure is being raised above Base Flood Elevation	feet
Foundation type	SOG
* Flood Zone Designation	
How was cost-effectiveness determined for this property:	BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
-------------	------	----------------	---------------

Properties

Damaged Property Address:

Address line 11812 Avon Dr

Address line 2

CityCorinth

CountyDenton

StateTX

ZIP76210

Owner Information:

First NameJOHN J

Middle Name

Last NamePETERSON

HomeOffice

PhoneExt.

Cell

Owner's Mailing Address:

Address line 11812 Avon Dr

Address line 2

Other (PO Box, Route, etc)

CityCorinth

StateTX

ZIP76210

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

Property Information:

Latitude33.150471

Longitude-97.068915

Year Built2000

Structure TypeSingle Family

Property Tax Identification Number26902

Legal Description

Does this property have an NFIP Policy Number

Yes

Policy Number8009213284

FMA Repetitive LossNo

FMA Severe Repetitive LossNo

Property Locator Number

Hazards to be mitigated:Flood

Property ActionOther (Specify in Comments)

Other Property Action DescriptionLocalized Flood Risk Reduction Project

Property Information II:

Substantially Damaged?No

Purchase Offer Amount0.00

Base Flood Elevationfeet

First Floor Elevationfeet

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

Foundation typeSOG

Flood Zone Designation

How was cost-effectiveness determined for this property:BCA

Comments

See Appendix 19 for appraisal district data.

Section H, Item 4.

Attachments	Name	File Size (KB)	Date Attached
-------------	------	----------------	---------------

Description Of Task	Starting Point	Schedule			Work Complete By
		Unit Of Time	Duration	Unit Of Time	
Negotiate/Purchase Easements	1	MONTHS	6	MONTHS	City of Corinth
Topographic and Boundary Surveys	6	MONTHS	4	MONTHS	Surveying Consultant
Prepare Easement Documents	9	MONTHS	2	MONTHS	Surveying Consultant
Environmental Services (Pre-Design)	6	MONTHS	4	MONTHS	Environmental Consultant
Geotechnical Investigation & Report	6	MONTHS	3	MONTHS	Geotechnical Consultant
Drainage Study	10	MONTHS	3	MONTHS	Engineering Consultant
Prepare Construction Plans, Specifications	10	MONTHS	5	MONTHS	Engineering Consultant
Environmental Services (Post-Design), WOTUS Credits	13	MONTHS	4	MONTHS	Environmental Consultant
Prepare Bid Documents, Solicit Bids, Select Contractor	15	MONTHS	4	MONTHS	Engineering Consultant
Environmental Services (Pre-Construction)	19	MONTHS	1	MONTHS	Environmental Consultant
Construction	19	MONTHS	9	MONTHS	Private Construction Contractor
Final Inspection and As-Builts	28	MONTHS	2	MONTHS	City of Corinth, Engineering Consultant
Estimate the total duration of the proposed activity:			29	MONTHS	

Cost Estimate

402.4 - Community Flood Mitigation Project

Federal Share: \$ 2,907,633.14

Item Name	Cost Classification	Unit Quantity	Unit of Measure	Unit Cost (\$)	Cost Estimate (\$)
Preparation of Grant Application - Pre-Award Cost	Administrative Expense	1.00	Each	\$ 39,750.00	\$ 39,750.00
Easement Filing Fees	Administrative Expense	5.00	Each	\$ 42.00	\$ 210.00
Boundary Verification	Land, Structures, Right-of-way	1.00	Each	\$ 14,600.00	\$ 14,600.00
Easement Preparation	Land, Structures, Right-of-way	1.00	Each	\$ 9,000.00	\$ 9,000.00
Drainage Easement Cost	Land, Structures, Right-of-way	10.00	Acre	\$ 126,570.00	\$ 1,265,700.00
Topographic Survey	Architectural Engineering Basic Fees	1.00	Each	\$ 21,100.00	\$ 21,100.00
Engineering Design	Architectural Engineering Basic Fees	1.00	Each	\$ 64,400.00	\$ 64,400.00
Drainage Study Update	Architectural Engineering Basic Fees	1.00	Each	\$ 25,600.00	\$ 25,600.00
Engineering Coordination - Boundary, Easement	Land, Structures, Right-of-way	1.00	Each	\$ 5,160.00	\$ 5,160.00
Bidding/Construction Phase - Engineering Fees	Architectural Engineering Basic Fees	1.00	Each	\$ 15,900.00	\$ 15,900.00
Environmental Services - Pre-Award Costs	Other Architectural Engineering Basic Fees	1.00	Each	\$ 36,890.00	\$ 36,890.00
Geotechnical Engineering	Other Architectural Engineering Basic Fees	1.00	Each	\$ 15,000.00	\$ 15,000.00
Jurisdictional Waters Credits - Area 1	Other Architectural Engineering Basic Fees	120.00	Linear Foot	\$ 490.00	\$ 58,800.00
Jurisdictional Waters Credits - Area 3	Other Architectural Engineering Basic Fees	40.00	Linear Foot	\$ 840.00	\$ 33,600.00
Environmental Services - Post-Design	Other Architectural Engineering Basic Fees	1.00	Each	\$ 24,500.00	\$ 24,500.00
Environmental Services - Pre-Construction	Other Architectural Engineering Basic Fees	1.00	Each	\$ 9,000.00	\$ 9,000.00
JC Field Project Representative	Project Inspection Fees	432.00	Hour	\$ 85.00	\$ 36,720.00
JC Construction Contract Administration	Project Inspection Fees	66.00	Hour	\$ 140.00	\$ 9,240.00
Remove Existing CMP Culverts (24" to 36")	Demolition And Removal	291.00	Linear Foot	\$ 16.50	\$ 4,801.50
Remove Existing Pump Outfall (8" pipe)	Demolition And Removal	630.00	Linear Foot	\$ 4.00	\$ 2,520.00
Remove Existing Concrete Headwall/Wingwall Structure	Demolition And Removal	21.00	Cubic Yard	\$ 575.00	\$ 12,075.00
Remove existing stone/brick headwall structure etc	Demolition And Removal	25.00	Cubic Yard	\$ 575.00	\$ 14,375.00
Remove Existing Iron Fencing & Gate	Demolition And Removal	104.00	Linear Foot	\$ 34.50	\$ 3,588.00
Remove Existing Asphalt Road	Demolition And Removal	161.00	Square Yard	\$ 6.20	\$ 998.20
Remove & Replace Existing Conc. Curb & Gutter	Demolition And Removal	60.00	Linear Foot	\$ 47.50	\$ 2,850.00
Remove Existing Gravel Road; Stockpile Gravel	Demolition And Removal	1,840.00	Square Yard	\$ 6.00	\$ 11,040.00
Construction Mobilization, Start-up	Construction And Project Improvement	1.00	Each	\$ 76,600.00	\$ 76,600.00
Site Preparation	Construction And Project Improvement	17.00	Acre	\$ 1,000.00	\$ 17,000.00
Clearing and Grubbing	Construction And Project Improvement	6.80	Acre	\$ 6,500.00	\$ 44,200.00
Excavation of Channels and Detention Basins	Construction And Project Improvement	81,150.00	Cubic Yard	\$ 3.00	\$ 243,450.00
Fill/Embankment	Construction And Project Improvement	3,475.00	Cubic Yard	\$ 3.00	\$ 10,425.00
Haul & Dispose of Excess Excavation	Construction And Project Improvement	77,675.00	Cubic Yard	\$ 12.00	\$ 932,100.00
Replace Strippings to Meet Final Grades	Construction And Project Improvement	17.00	Acre	\$ 1,150.00	\$ 19,550.00
30" RCP	Construction And Project Improvement	171.00	Linear Foot	\$ 83.50	\$ 14,278.50
36" RCP	Construction And Project Improvement	250.00	Linear Foot	\$ 140.00	\$ 35,000.00
60" RCP	Construction And Project Improvement	156.00	Linear Foot	\$ 465.00	\$ 72,540.00
4'x2' RCB	Construction And Project Improvement	177.00	Linear Foot	\$ 315.00	\$ 55,755.00
8'x4' RCB	Construction And Project Improvement	158.00	Linear Foot	\$ 900.00	\$ 142,200.00
10'x4' RCB	Construction And Project Improvement	30.00	Linear Foot	\$ 1,035.00	\$ 31,050.00
Headwall for (2) - 36" RCP (CH-FW-0; 36 IN DIA)	Construction And Project Improvement	2.00	Each	\$ 6,000.00	\$ 12,000.00
Headwall for (3) - 60" RCP (CH-FW-0; 60 IN DIA)	Construction And Project Improvement	2.00	Each	\$ 16,000.00	\$ 32,000.00
Headwall for (2) - 8'x4' RCBs (FW-0; 6' HW)	Construction And Project Improvement	4.00	Each	\$ 15,000.00	\$ 60,000.00
Headwall for (1) - 10'x4' RCB (FW-0; 6' HW)	Construction And Project Improvement	2.00	Each	\$ 12,500.00	\$ 25,000.00
Re-Align 8" Pump Detention Outfall	Construction And Project Improvement	45.00	Linear Foot	\$ 290.00	\$ 13,050.00
Trench Safety	Construction And Project Improvement	942.00	Linear Foot	\$ 1.00	\$ 942.00
Backslope Swales (Pond B2, Channel 3)	Construction And Project Improvement	2,400.00	Linear Foot	\$ 3.50	\$ 8,400.00
Backslope Interceptor Structures	Construction And Project Improvement	5.00	Each	\$ 8,500.00	\$ 42,500.00
Reinforced Fabric Filter Fence	Construction And Project Improvement	4,140.00	Linear Foot	\$ 1.75	\$ 7,245.00
Erosion Control Blanket	Construction And Project Improvement	28,060.00	Square Yard	\$ 1.10	\$ 30,866.00
Broadcast Seeding for Turf Establishment	Construction And Project Improvement	17.00	Acre	\$ 835.00	\$ 14,195.00
Rock Check Dam	Construction And Project Improvement	4.00	Each	\$ 3,600.00	\$ 14,400.00
Interlocking Concrete Revetment Pavers	Construction And Project Improvement	100.00	Square Yard	\$ 77.00	\$ 7,700.00
4" Concrete Slope Paving (For Sloped Headwalls)	Construction And Project Improvement	80.00	Square Yard	\$ 95.00	\$ 7,600.00
Riprap (18" Mat Thickness)	Construction And Project Improvement	745.00	Square Yard	\$ 75.00	\$ 55,875.00
Stabilized Construction Entrance	Construction And Project Improvement	3.00	Each	\$ 5,000.00	\$ 15,000.00
Replace Iron/Brick Fencing & Gate	Construction And Project Improvement	104.00	Linear Foot	\$ 145.00	\$ 15,080.00
Replace Asphalt Road Paving	Construction And Project Improvement	227.00	Square Yard	\$ 75.00	\$ 17,025.00
Replace 6" Gravel Access Road	Construction And Project Improvement	1,840.00	Square Yard	\$ 25.00	\$ 46,000.00
Change Orders	Construction And Project Improvement	1.00	Each	\$ 20,400.00	\$ 20,400.00

TWDB Contract No. 1900012534

Total Cost \$ 3,876,244

Total Project Cost Estimate: \$ 3,876,844.20

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	Cost Share	
Activity Cost Estimate	\$ 3,876,844.20	
Federal Share Percentage	74.99999974%	
Non-Federal Share Percentage	25.00000026%	
	Dollars	Percentage
Proposed Federal Share	\$ 2,907,633.14	74.99999974%
Proposed Non-Federal Share	\$ 969,211.06	25.00000026%

Non-Federal Funds				
Source Agency	Name of Source Agency	Funding Type	Amount (\$)	Action
Local Agency Funding	City of Corinth	Cash	\$ 969,211.06	View Details
Grand Total			\$ 969,211.06	

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

The budget narrative, supporting cost estimates, SF-424C, funds commitment letter, and maintenance letter are included in the attached documents here and in the Scope of Work section.

Attachments

Name	File Size (KB)
City Maintenance Commitment.pdf	600
Funds availability ltr 12-5-18.pdf	342
SF424C Budget Information.pdf	221
Budget Narrative.pdf	197
8-Report Appendix 26 v1.pdf	181
Appendix 7-Cost Estimate and Supporting Info.pdf	2514

Funding Source	Local Agency Funding
Name of Funding Source	City of Corinth
Funding Type	Cash
Amount	\$ 969,211.06
Date of availability	12-05-2018
Funds commitment letter date	12-05-2018
Attachment (File Size) (funds commitment letter)	Funds availability ltr 12-5-18.pdf (342 KB)

Cost Effectiveness

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

Name	File Size (KB)
BCA-20191120v5.zip	17592
Net Present Value of Project Benefits (A)	\$ 11225624
Total Project Cost Estimate (B)	\$ 4470816
What is the Benefit Cost Ratio for the entire project (A/B)?	2.51

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

FEMA's BCA Toolkit version 5.3.0.2 and the "Full Flood Module" was used for the benefit-cost analysis (BCA). The applicant understands that BCA Toolkit version 6.0.0 has been released and that version 5.3 will sunset June 2020, however, version 6.0.0 does not currently allow for the batch import of structure data. Correspondence with the BCA Helpline in Appendix 23. There are 32 NFIP insured structures that are impacted by the proposed project as of October 1, 2019. As of data received on November 22, 2019, one additional home benefiting from the proposed project has a policy that became effective November 16, 2019. The BCA toolkit only provides one input for streambed elevation. In the case of this proposed project, Channels B1, B3, and C1 are deepened in the proposed condition and therefore, have a different streambed elevation in the proposed condition. The benefit-cost ratio entered into the grant application is based on the proposed condition streambed elevations. The benefit-cost ratio for the 32 NFIP insured structures is 2.51. Preliminary FIRMs are anticipated to become effective in 2020 that will add approximately 70 structures to the regulatory floodplain and those with Federally backed mortgages will be then required to carry NFIP flood insurance. The benefit-cost ratio for the 100 structures impacted by the project is 12.05. Both benefit cost analysis scenarios are included in the attachment. Additionally, the analysis is described further in the attachments included here and under the Scope of Work section in addition to the budget narrative, supporting cost estimates, funds commitment letter, and Supplement to FEMA BCA Tool Calculation write-up.

Attachments

Name	File Size (KB)
Appendix 8A-BCA Export for NFIP Insured.pdf	1529
Appendix 8-All BCA Export Reports.pdf	11519
Supplement to BCA Calc.pdf	250

A. National Historic Preservation Act - Historic Buildings and Structures

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

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

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

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

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

Comments:

The proposed project does not affect and is not in close proximity to buildings or structures known to be 50 years or more in age. Coordination with the Texas Historical Commission is included in Appendix 20 attached here and in the Scope of Work section.

Attachments:

Name	File Size (KB)
EHP-Texas Historic Commission.pdf	2271

B. National Historic Preservation Act - Archeological Resources

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

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

- ☒ A description of the ground disturbance by giving the dimensions (area, volume, depth, etc.) and location
- ☒ The past use of the area to be disturbed, noting the extent of previously disturbed ground.
- ☒ A USGS 1:24,000 scale or other site map showing the location and extent of ground disturbance.

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

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

Comments:

An environmental consultant will be engaged to perform an archeological survey the project area after funding is awarded and rights-of-entry are obtained. A draft scope of services is also included here and in Appendix 7. The project will involve disturbance of ground over approximately 17 acres. Based on the conceptual construction plans, the total project excavation is approximately 81,150 cubic yards. The typical depth of excavation for channels B1, C1, and the detention pond is 4 to 6 feet. Typical depth of excavation varies from 6 feet to 10 feet in Area 3. Exhibits 8 and 9 - Project Location show the extents of ground disturbance. The current land use in Area 1 is undeveloped pasture land. A portion of Area 3 is adjacent to Corinth Community Park and includes unpaved trails to be restored after the project; the remainder of the Area 3 project area is heavily wooded. Coordination with the Texas Historical Commission is included in Appendix 20. Approximate dimensions for the areas that are to be disturbed are summarized in the Tables 7 and 8. Referenced tables, exhibits, and appendices are included here and in the supporting documentation attached to the Scope of Work section.

Attachments:

Name	File Size (KB)
EHP-Texas Historic Commission.pdf	2271
Exhibit 8 - Project Location - Area 1.pdf	1172
Exhibit 9 - Project Location - Area 3.pdf	619
Environmental Scope 1.pdf	205
Environmental Scope 2.pdf	68

C. Endangered Species Act and Fish and Wildlife Coordination Act

- * 1. Are Federally listed threatened or endangered species or their critical habitat present in the area affected by the project? Not Known

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

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

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

- ☒ Any request for information and associated response from the U.S. Fish and Wildlife Service (NMFS) (for affected ocean-going fish), or your State

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Wildlife Agency, regarding potential listed species present and potential of the project to impact those species.

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- ☒ Attached materials or additional comments.

Comments:

JC conducted a preliminary search of the list of species and other resources such as critical habitat (collectively referred to as trust resources) under U.S. Fish and Wildlife Service (USFWS) that are listed in Denton County. Information for Planning and Coordination (IPaC) obtained for this purpose is presented in Appendix 20. However, likelihood of presence of species requires gathering additional site-specific information (e.g., vegetation/species survey) and project-specific (e.g., magnitude and timing of proposed activity) information. Coordination with the USFWS and Texas Parks and Wildlife is included in Appendix 20 including an official species list for the project area from USFWS obtained on November 3, 2019. An environmental consultant will be engaged to evaluate the project area after funding is awarded. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

- * 2. Does your project remove or affect vegetation?

Yes

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

- ☒ Description of the amount (area) and type of vegetation to be removed or affected.
- ☒ A site map showing the project area and the extent of vegetation affected.
- ☒ Photographs or digital images that show both the vegetation affected and the vegetation in context of its surroundings.

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

- ☐ Attached materials or additional comments.

Comments:

The ground disturbance will include removal of vegetation over approximately 17 acres. The current land use in Area 1 is undeveloped pasture land. A portion of Area 3 is adjacent to Corinth Community Park and includes unpaved trails; the remainder of Area 3 is heavily wooded. Photographs showing the vegetation are included in Appendix 9. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

- * 3. Is your project in, near (within 200 feet), or likely to affect any type of waterway or body of water?

Yes

If Yes, and project is not within an existing building, you must confirm that you have provided the following:

- ☒ A USGS 1:24,000 scale quadrangle map showing the project activities in relation to all nearby water bodies (within 200 feet).
- ☒ Any information about the type of water body nearby including: its dimensions, the proximity of the project activity to the water body, and the expected and possible changes to the water body, if any. Identify all water bodies regardless whether you think there may be an effect
- ☒ A photograph or digital image of the site showing both the body of water and the project area.

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

- ☒ Evidence of any discussions with the US Fish and Wildlife Service (USFWS), and/or your State Wildlife Agency concerning any potential impacts if there is the potential for the project to affect any water body.
- ☒ Attached materials or additional comments.

Comments:

See photographs showing the vegetation which include existing streams and drainage flow paths included in Appendix 9. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section. Coordination with the USFWS and Texas Parks and Wildlife is included in Appendix 20. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

Attachments:

Name	File Size (KB)
EHP-US Fish and Wildlife Service.pdf	7411

D. Clean Water Act, Rivers and Harbors Act, and Executive Order 11990 (Protection of Wetlands)

- * 1. Will the project involve dredging or disposal of dredged material, excavation, adding fill material or result in any modification to water bodies or wetlands designated as "waters of the U.S." as identified by the US Army Corps of Engineers or on the National Wetland Inventory?

Yes

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

- ☒ Documentation of the project location on a USGS 1:24,000 scale topographic map or image and a copy of a National Wetlands Inventory map or other available wetlands mapping information.

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

- ☒ Request for information and response letter from the US Army Corps of Engineers and/or State resource agencies regarding the potential for wetlands, and applicability of permitting requirements.
- ☐ Evidence of alternatives considered to eliminate or minimize impacts to wetlands.
- ☒ Attached materials or additional comments.

Comments:

The project is anticipated to involve minor unavoidable impacts to jurisdictional waters of the U.S. as identified by the National Wetlands Inventory. Exhibits showing the project area and data from the National Wetlands Inventory are included as Exhibits 16 and 17. Coordination with the USACE is included here and in Appendix 20. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

Attachments:

Name	File Size (KB)
EHP-US Army Corps of Engineers.pdf	2593

TWDB Contract No. 1900012534

Exhibit B, Page 78 of 92

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[Exhibit 16- National Wetlands Inventory - Area 1.pdf](#)[Exhibit 17 - National Wetlands Inventory - Area 3.pdf](#)11
56 **Section H, Item 4.****E. Executive Order 11988 (Floodplain Management)**

- * 1. Does a Flood Insurance Rate Map (FIRM), Flood Hazard Boundary Map (FHBM), hydrologic study, or some other source indicate that the project is located in or will affect a 100 year floodplain, a 500 year floodplain if a critical facility, an identified regulatory floodway, or an area prone to flooding? Yes

If Yes, please indicate in the text box below any documentation to identify the means or the alternatives considered to eliminate or minimize impacts to floodplains (See the 8 step process found in 44 CFR Part 9.6.) to help FEMA evaluate the impact of the project:

The effective FIRMs, preliminary FIRMs, and hydrologic and hydraulic analysis prepared for the project show that the proposed project is located in areas prone to flooding and regulatory floodplains. The effective and preliminary FIRMs are included in Appendices 3 and 4. The FIRM floodplain boundaries and the revised existing floodplain based on the hydrologic and hydraulic analysis prepared for the project are also depicted on Exhibits 2 through 7. Coordination with the Texas Water Development Board and City of Corinth is included in Appendix 20. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

- * 2. Does the project alter a watercourse, water flow patterns, or a drainage way, regardless of its floodplain designation? Yes

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

- ☒ Hydrologic/hydraulic information from a qualified engineer to demonstrate how drainage and flood flow patterns will be changed and to identify down and upstream effects.
- ☒ Evidence of any consultation with US Army Corps of Engineers (may be included under Part D of the Environmental Information).
- ☒ Request for information and response letter from the State water resource agency, if applicable, with jurisdiction over modification of waterways.
- ☒ Attached materials or additional comments.

Comments:

The proposed project consists of deepening and widening existing drainage ways, a detention pond, enlarging associated culvert crossings, and minor grading to control and direct sheet flow. Coordination with the Texas Water Development Board and City of Corinth is included in Appendix 20. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

Attachments:

Name	File Size (KB)
Appendix 4-Preliminary FIS and FIRMs.pdf	6980
Appendix 3-Effective FIS and FIRMs.pdf	2031
Exhibits 2-7.pdf	6149
EHP-City of Corinth.pdf	2006
EHP-Texas Water Development Board.pdf	2182

F. Coastal Zone Management Act

- * 1. Is the project located in the State's designated coastal zone? No

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

- ☐ Information resulting from contact with the appropriate State agency that implements the coastal zone management program regarding the likelihood of the project's consistency with the State's coastal zone plan and any potential requirements affecting the cost or design of the proposed activity.
- ☐ Attached materials or additional comments.

Comments:

The project is not located in the State's designated coastal zone. Coordination with the Texas General Land Office is included here and in Appendix 20. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

Attachments:

Name	File Size (KB)
EHP-Texas General Land Office.pdf	2166

G. Farmland Protection Policy Act

- * 1. Will the project convert more than 5 acres of "prime or unique" farmland outside city limits to a non-agricultural use? No

Comments:

The project does not involve farmland outside of City limits. Coordination with the USDA Natural Resources Conservation Service is included here and in Appendix 20. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

Attachments:

Name	File Size (KB)
EHP-US Department of Agriculture.pdf	5811

H. RCRA and CERCLA (Hazardous and Toxic Materials)

- * 1. Is there a reason to suspect there are contaminants from a current or past use on the property associated with the proposed project? Not Known

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

- ☐ Comments and any relevant documentation.
- ☐ Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- Attached materials or additional comments.

TWDB Contract No. 1900012534

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Comments:

Contaminants are not anticipated on properties included in the project area. Upon award, a consultant will be retained to perform a hazardous materials reconnaissance-level survey and database search. This is accounted for in the budget narrative. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

- * 2. Are there any studies, investigations, or enforcement actions related to the property associated with the proposed project?

Not Known

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

- ☐ Comments and any relevant documentation.
- ☐ Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- ☐ Attached materials or additional comments.

Comments:

Construction of the project is not anticipated to involve hazardous or toxic materials. Coordination with the Texas Commission on Environmental Quality is included in Appendix 20. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

- * 4. Do you know if any of the current or past land-uses of the property affected by the proposed project or of the adjacent properties are associated with hazardous or toxic materials?

Not Known

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

- ☐ Comments and any relevant documentation.
- ☐ Results of any consultations with State or local agency to obtain permit with requirements for handling, disposing of or addressing the effects of hazardous or toxic materials related to project implementation.
- ☐ Attached materials or additional comments.

Comments:

Attachments:

Name

File Size (KB)

[EHP-Texas Commission on Environmental Quality.pdf](#)

2284

I. Executive Order 12898, Environmental Justice for Low Income and Minority Populations

- * 1. Are there low income or minority populations in the project's area of effect or adjacent to the project area?

Not Known

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

- ☐ Description of any disproportionate and adverse effects to these populations.

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

- ☐ Description of the population affected and the portion of the population that would be disproportionately and adversely affected. Please include specific efforts to address the adverse impacts in your proposal narrative and budget.
- ☒ Attached materials or additional comments.

Comments:

Upon award, a consultant will be retained to perform a land use and demographic reconnaissance-level survey for the project area and adjacent areas. This is accounted for in the budget narrative. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

Attachments:

Name

File Size (KB)

J. Other Environmental/Historic Preservation Laws or Issues

- * 1. Are there other environmental/historic preservation requirements associated with this project that you are aware of?

No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

- * 2. Are there controversial issues associated with this project?

No

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

- * 3. Have you conducted any public meeting or solicited public input or comments on your specific proposed mitigation project?

Yes

If Yes, please indicate in the text box below a description of the requirements, issues or public involvement effort.

The City held public meetings on January 31, 2019 and October 24, 2019. These meetings informed residents of the preliminary Flood Insurance Rate Maps and solutions being pursued by the City through the proposed projects included in this application. The meetings also encouraged residents to purchase flood insurance. Ahead of the January meeting, the City sent letters to all homes in the preliminary FEMA floodplain explaining their current effective and preliminary flood zones. The letter included information on the new maps, the need/requirements for flood insurance, grandfathering rules, and property exhibit specific to the landowner showing the flood map changes proposed in the 6/19/2020 FIRM. The meeting on October 24, 2019 was specific to flood insurance. Gilbert L. Giron, CFM, Region 6 Flood Insurance Liaison, attended the meeting and assisted in explaining Flood Insurance. Several insurance agents were available to answer questions from citizens in attendance. Each meeting was attended by approximately 60 citizens. The City also created a webpage with floodplain information for the community to access as well as published the flood change information on the public facing GIS website and instructions to access the data. See <https://www.cityofcorinth.com/engineering/page/corinth-floodplain-information-for-more-detail>

WDB Contract No. 1900012534
Exhibit B, Page 80 of 92

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Attachments:

Name

Section H, Item 4.

K. Summary and Cost of Potential Impacts

* 1. Having answered the questions in parts A. through J., have you identified any aspects of your proposed project that have the potential to impact environmental resources or historic properties? Yes

If Yes, you must confirm that you have:

- ☒ Evaluated these potential effects and provided the materials required in Parts A through J that identify the nature and extent of potential impacts to environmental resources and/or historic properties.
- ☒ Consulted with appropriate parties to identify any measures needed to avoid or minimize these impacts.
- ☒ Considered alternatives that could minimize both the impacts and the cost of the project.
- ☒ Made certain that the costs of any measures to treat adverse effects are realistically reflected in the project budget estimate.

Comments:
Coordination with Environmental Planning and Historical Preservation agencies is on-going. Coordination is included in Appendix 20. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.
Attachments:

Name	File Size (KB)
EHP Supporting Writeup.pdf	212
Appendix 20-EHP Coordination.pdf	30462

Evaluation (Page 1 of 2)

Is the recipient participating in the Community Rating System (CRS)?	No
If yes, what is their CRS rating?	
Is the recipient a Cooperating Technical Partner (CTP)?	No
Is the recipient a Firewise Community?	No
If yes, please provide their Firewise Community number.	
Has the recipient adopted building codes consistent with the International Codes?	Yes
Has the recipient adopted the National Fire Protection Association (NFPA) 5000 Code?	No
Have the recipient's building codes been assessed on the Building Code Effectiveness Grading Schedule (BCEGS)?	Yes
If yes, what is their BCEGS rating?	4
Is this a small, impoverished community ?	

Evaluation (Page 2 of 2)

How will this mitigation activity leverage involvement of partners to enhance its outcome?	Future development of adjacent parcels benefit from a drainage system with more conveyance, capacity, and depth resulting in a more efficient land use which makes the land more valuable. Making the property more valuable benefits owners looking to develop or sell to a developer, and the added value increases tax base for the City.
How will this mitigation activity offer long-term financial and social benefits or promote resiliency for the community?	The proposed project benefits owners of existing structures by reducing their flood risk. This reduces the financial burden caused by damages on residents, the City, and response agencies. Removing structures from the regulatory floodplain helps residents financially by giving them access to lower cost flood insurance from being in a lower risk flood zone.
Please provide the percent of the population benefiting from this mitigation activity.	1.3
Please explain your response.	The proposed project benefits 100 homes. Based on US Census Bureau data, the average number of people per household in Corinth from 2013-2017 is 2.93, therefore an estimated 293 people benefit. The population of Corinth is 22,087 based on information from the City. Therefore the percentage of the population benefiting is 1.3%.
Does this mitigation activity protect a critical facility?	No
If yes, please select the type of critical facilities to be protected	

Comments:
Referenced tables,exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

Name	File Size (KB)	Date Attached
Apendix 21-Census Data.pdf	246	01-16-2020

Assurances and Certifications

Please click the link in the status column to view forms.

Forms	Status
Part II: Assurances Construction Programs.	Complete
Part II: Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements.	Complete
Part III: SF-LLL, Disclosure of Lobbying Activities (Complete only if applying for a grant of more than \$100,000 and have lobbying activities using Non-Federal funds. See the Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibilities Matters; and Drug-Free Workplace Requirements form for lobbying activities definition.)	Complete

Attachments	Name	File Size (KB)
	z11-SF424D-V1.1-signed.pdf	234

Attachments	Name	File Size (KB)
	z11-20_16-combined signed.pdf	246

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for FEMA funding. States and State agencies may elect to use a Statewide certification.

Attachments	Name	File Size (KB)
	z11-SFLLL_1_2-V1.2-signed.pdf	139

Comments and Attachments			
Name of Section	Comment	Attachment	File Size (KB)
Community	The City of Corinth is a community in good standing with the National Flood Insurance Program. The City of Corinth is not a current participant in the Community Rating System. Delegation of authority to City Manager Bob Hart to submit this application, proof of registration within the System for Award Management, and the City's DUNS number are included in the "Appendix 1" attachment below. Standard Form 424 - Application for Federal Assistance is also attached below.	SF424 Application for Federal Assistance.pdf	311
		Appendix 1-Delegation of Authority, DUNS, SAM.pdf	2022
Mitigation Plan		Appendix 2-Excerpts from Denton County HMAP.pdf	6295
		BCA-20191120v5.zip	17592
		5-Report Appendices 11-13 v2.pdf	19486
		2-Report Exhibits v2.pdf	25238
		3-Report Appendices 1-8 v3.pdf	33978
		6-Report Appendices 14-19 v2.pdf	25793
		4-Report Appendices 9-10 v2.pdf	45334
		Appendix 20-EHP Coordination.pdf	30462
		Shapefiles v2.zip	122
		7-Report Appendices 19-25 v4.pdf	34968
Scope of Work	Referenced tables, exhibits, and appendices are included in the attached supporting documentation report.	Response Form to FEMA RFI 01 v2.docx	33
		1-Report Body and Tables v7.pdf	4025
		8-Report Appendix 26 v1.pdf	181
		READ_ME_FOR_H&H_MODELS.pdf	192
		Funds availability ltr 12-5-18.pdf	342
		Funds availability ltr 12-5-18.pdf	342
		City Maintenance Commitment.pdf	600
		Appendix 7-Cost Estimate and Supporting Info.pdf	2514
		8-Report Appendix 26 v1.pdf	181
		Budget Narrative.pdf	197
Cost Share	The budget narrative, supporting cost estimates, SF-424C, funds commitment letter, and maintenance letter are included in the attached documents here and in the Scope of Work section.	SF424C Budget Information.pdf	221
Cost Effectiveness	FEMA's BCA Toolkit version 5.3.0.2 and the "Full Flood Module" was used for the benefit-cost analysis (BCA). The applicant understands that BCA Toolkit version 6.0.0 has been released and that version 5.3 will sunset June 2020, however, version 6.0.0 does not currently allow for the batch import of structure data. Correspondence with the BCA Helpline in Appendix 23. There are 32 NFIP insured structures that are impacted by the proposed project as of October 1, 2019. As of data received on November 22, 2019, one additional home benefiting from the proposed project has a policy that became effective November 16, 2019. The BCA toolkit only provides one input for streambed elevation. In the case of this proposed project, Channels B1, B3, and C1 are deepened in the proposed condition and therefore, have a different streambed elevation in the proposed condition. The benefit-cost ratio entered into the grant application is based on the proposed condition streambed elevations. The benefit-cost ratio for the 32 NFIP insured structures is 2.51. Preliminary FIRMs are anticipated to become effective in 2020 that will add approximately 70 structures to the regulatory floodplain and those with Federally backed mortgages will be then required to carry NFIP flood insurance. The benefit-cost ratio for the 100 structures impacted by the project is 12.05. Both benefit cost analysis scenarios are included in the attachment. Additionally, the analysis is described further in the attachments included here and under the Scope of Work section in addition to the budget narrative, supporting cost estimates, funds commitment letter, and Supplement to FEMA BCA Tool Calculation write-up.	BCA-20191120v5.zip	17592
		Supplement to BCA Calc.pdf	250
		Appendix 8A-BCA Export for NFIP Insured.pdf	1529
		Appendix 8-All BCA Export Reports.pdf	11519
Evaluation	Referenced tables,exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.	Appendix 21-Census Data.pdf	246
EHP - A - National Historic Preservation Act - Historic Buildings and Structures	The proposed project does not affect and is not in close proximity to buildings or structures known to be 50 years or more in age. Coordination with the Texas Historical Commission is included in Appendix 20 attached here and in the Scope of Work section.	EHP-Texas Historic Commission.pdf	2271
EHP - B - National Historic Preservation Act - Archeological Resources	An environmental consultant will be engaged to perform an archeological survey the project area after funding is awarded and rights-of-entry are obtained. A draft scope of services is also included here and in Appendix 7. The project will involve disturbance of ground over approximately 17 acres. Based on the conceptual construction plans, the total project excavation is approximately 81,150	EHP-Texas Historic Commission.pdf	2271
		Environmental Scope 1.pdf	205
		Exhibit 8 - Project Location - Area 1.pdf	1172
		Exhibit 9 - Project Location - Area 3.pdf	619
		Environmental Scope 2.pdf	68
EHP - C - Endangered Species Act and		EHP-US Fish and Wildlife Service.pdf	7411

Fish and
Wildlife
Coordination
Act

JC conducted a preliminary search of the list of species and other resources such as critical habitat (collectively referred to as trust resources) under U.S. Fish and Wildlife Service (USFWS) that are listed in Denton County. Information for Planning and Coordination (IPaC) obtained for this purpose is presented in Appendix 20. However, likelihood of presence of species requires gathering additional

EHP - D - Clean
Water Act,
Rivers and
Harbors Act,
and Executive
Order 11990

The project is anticipated to involve minor unavoidable impacts to jurisdictional waters of the U.S. as identified by the National Wetlands Inventory. Exhibits showing the project area and data from the National Wetlands Inventory are included as Exhibits 16 and 17. Coordination with the USACE is included here and in Appendix 20. Referenced tables, exhibits, and appendices are

[EHP-US Army Corps of Engineers.pdf](#)

2593

[Exhibit 16- National Wetlands Inventory - Area1.pdf](#)

1130

[Exhibit 17 - National Wetlands Inventory - Area 3.pdf](#)

562

EHP - E -
Executive Order
11988
(Floodplain
Management)

The effective FIRMs, preliminary FIRMs, and hydrologic and hydraulic analysis prepared for the project show that the proposed project is located in areas prone to flooding and regulatory floodplains. The effective and preliminary FIRMs are included in Appendices 3 and 4. The FIRM floodplain boundaries and the revised existing floodplain based on the hydrologic and hydraulic analysis prepared for the

[EHP-Texas Water Development Board.pdf](#)

2182

[EHP-City of Corinth.pdf](#)

2006

[Exhibits 2-7.pdf](#)

6149

[Appendix 3-Effective FIS and FIRMs.pdf](#)

2031

[Appendix 4-Preliminary FIS and FIRMs.pdf](#)

6980

EHP - F -
Coastal Zone
Management
Act

The project is not located in the State's designated coastal zone. Coordination with the Texas General Land Office is included here and in Appendix 20. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

[EHP-Texas General Land Office.pdf](#)

2166

EHP - G -
Farmland
Protection
Policy Act

The project does not involve farmland outside of City limits. Coordination with the USDA Natural Resources Conservation Service is included here and in Appendix 20. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

[EHP-US Department of Agriculture.pdf](#)

5811

EHP - H - RCRA
and CERCLA
(Hazardous and
Toxic Materials)

Contaminants are not anticipated on properties included in the project area. Upon award, a consultant will be retained to perform a hazardous materials reconnaissance-level survey and database search. This is accounted for in the budget narrative. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

[EHP-Texas Commission on Environmental Quality.pdf](#)

2284

EHP - I -
Executive Order
12898

Upon award, a consultant will be retained to perform a land use and demographic reconnaissance-level survey for the project area and adjacent areas. This is accounted for in the budget narrative. Referenced tables, exhibits, and appendices are included in the supporting documentation attached to the Scope of Work section.

EHP - J - Other Environmental/Historic Preservation
Laws or Issues

The City held public meetings on January 14 and October 24, 2019. These meetings included residents of the preliminary Flood Maps and solutions being pursued by the proposed projects included in the Flood Insurance Study. The meetings also encouraged residents to purchase flood insurance. Ahead of the January 14 meeting, the City sent letters to all homes in the project area.

FEMA Grants Application

Section H, Item 4.

Attachments

Name

File Size (KB)

[z11-SF424_2_1-V2.1-signed updated 20191120.pdf](#)

311

Close Window

Comments for FEMA

Application ready for TWDB to submit for FEMA review.

EXHIBIT C IMPLEMENTATION PLAN

The implementation plan will be provided to the TWDB for review and approval within 90 days of execution of this contract. The approved implementation plan will become a permanent part of this CONTRACT.

EXHIBIT D**TASK AND EXPENSE BUDGETS****TASK BUDGET**

TASK	DESCRIPTION	AMOUNT
Task 1	Administrative and Legal	\$ 39,959.20
Task 2	Land, Structures, Rights-of-Way, Appraisals	\$ 1,294,460
Task 3	Engineering	\$ 127,000
Task 4	Other Arcitectural and Engineering	\$ 177,790
Task 5	Project Inspection	\$ 45,960
Task 6	Demolition and Removal	\$ 52,248
Task 7	Construction	\$ 2,139,427
Task 8		
Total		\$ 3,876,844.20

EXPENSE BUDGET

Expense Category	Total Budget
Salaries and Wages ¹	
Fringe ²	
Travel ³	
Subcontractor (Pre-Award)	\$ 76,640
Subcontractor	\$ 3,800,204.20
Subcontractor (Elevation)	
Other Expenses- Temporary Housing ⁴	
Overhead ⁵	
Property Buyout ⁶	
Profit	
Total	\$ 3,876,844.20

¹ Salaries and Wages is defined as the cost of salaries of engineers, draftsmen, surveymen, clerks, laborers, etc., for time directly chargeable to this CONTRACT.

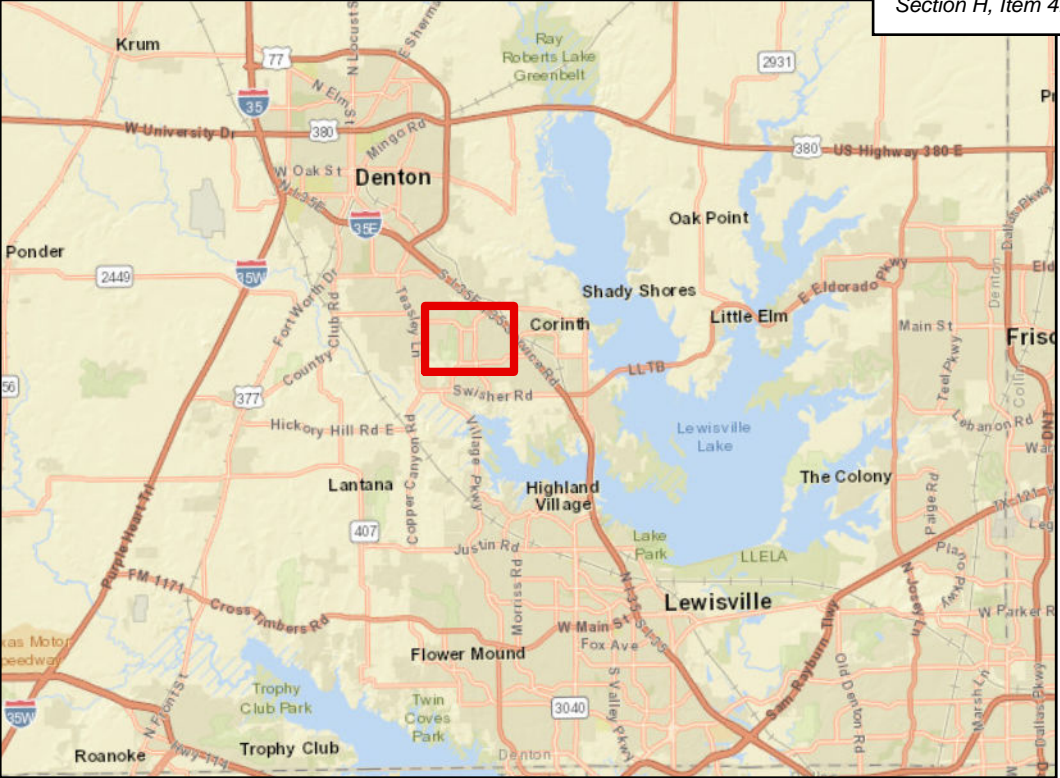
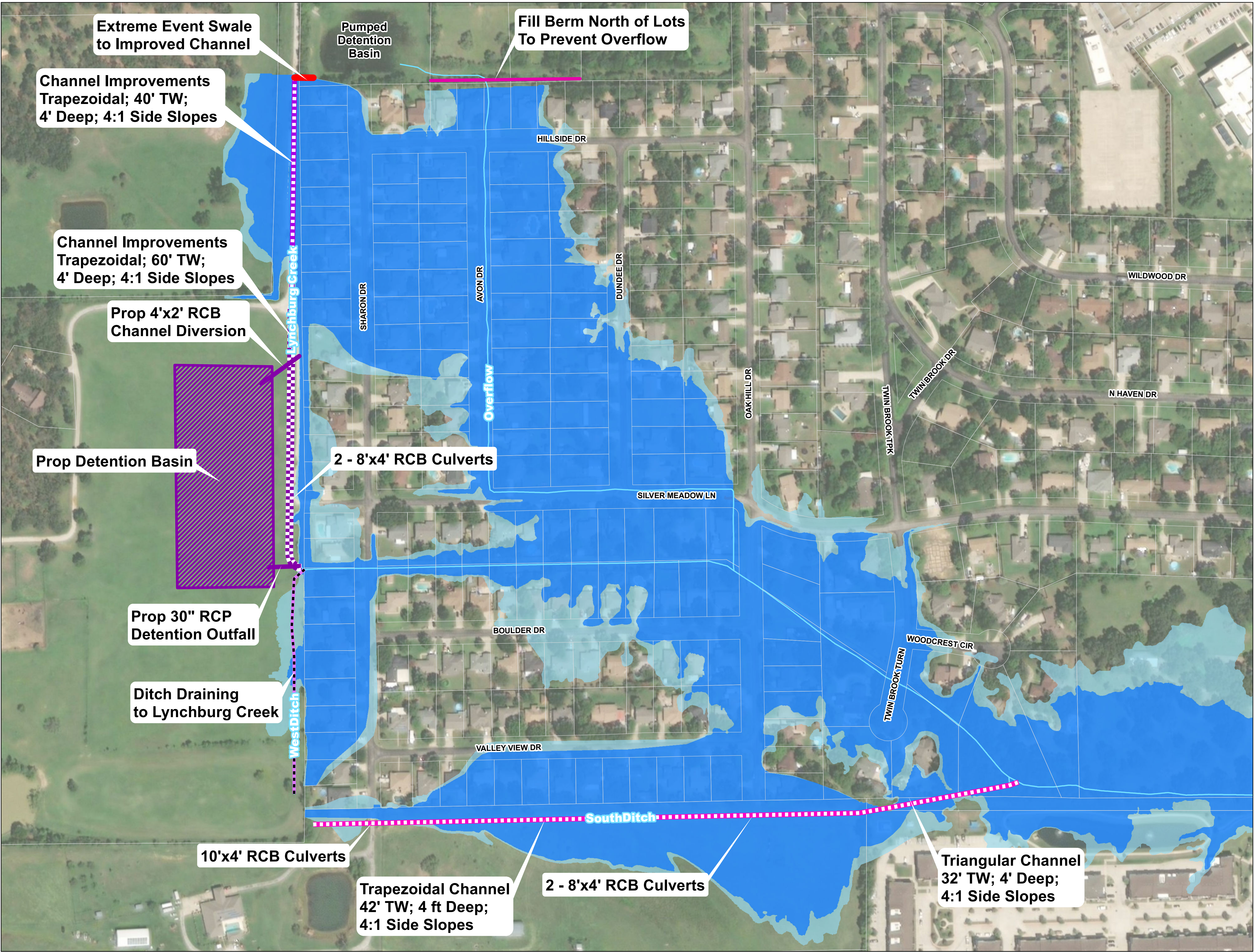
² Fringe is defined as the cost of social security contributions, unemployment, excise, and payroll taxes, workers compensation insurance, retirement benefits, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto.

³ Travel is limited to the maximum amounts authorized by the U.S. General Services Administration, as amended or superseded.

⁴ Other Expenses is defined to include the cost of temporary housing for the homeowner while the elevation is being performed for this CONTRACT.

⁵ Overhead is defined as the costs incurred in maintaining a place of business and performing professional services similar to those specified in this CONTRACT.

⁶ Property Buyout is defined as the cost of Site Acquisitions, Appraisal, Property Owner Counseling, Title Search and Closing and tenant or inhabitant relocation assistance



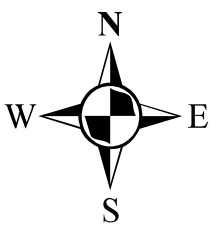
VICINITY MAP
Scale: 1 inch equals 5 miles

LEGEND

- AREA 1 PREFERRED ALTERNATIVES**
- 12' Trapezoidal Channel West of Amity Village
 - 42' Trapezoidal Channel South of Amity Village
 - Channel Improvements - 40' Ditch
 - Channel Improvements - 60' Ditch
 - Extreme Event Swale to Channel
 - Fill Ditch Bank Along Back Lots
 - Proposed Detention
 - Revised Existing 100-Year Floodplain
 - Revised Existing 500-Year Floodplain
 - HEC-RAS Centerline (Proposed Alternatives)

EXHIBIT 10
AREA 1 - PREFERRED
ALTERNATIVES SCHEMATIC

FLOOD REDUCTION PROJECT
CITY OF CORINTH, TEXAS
NOVEMBER 2019

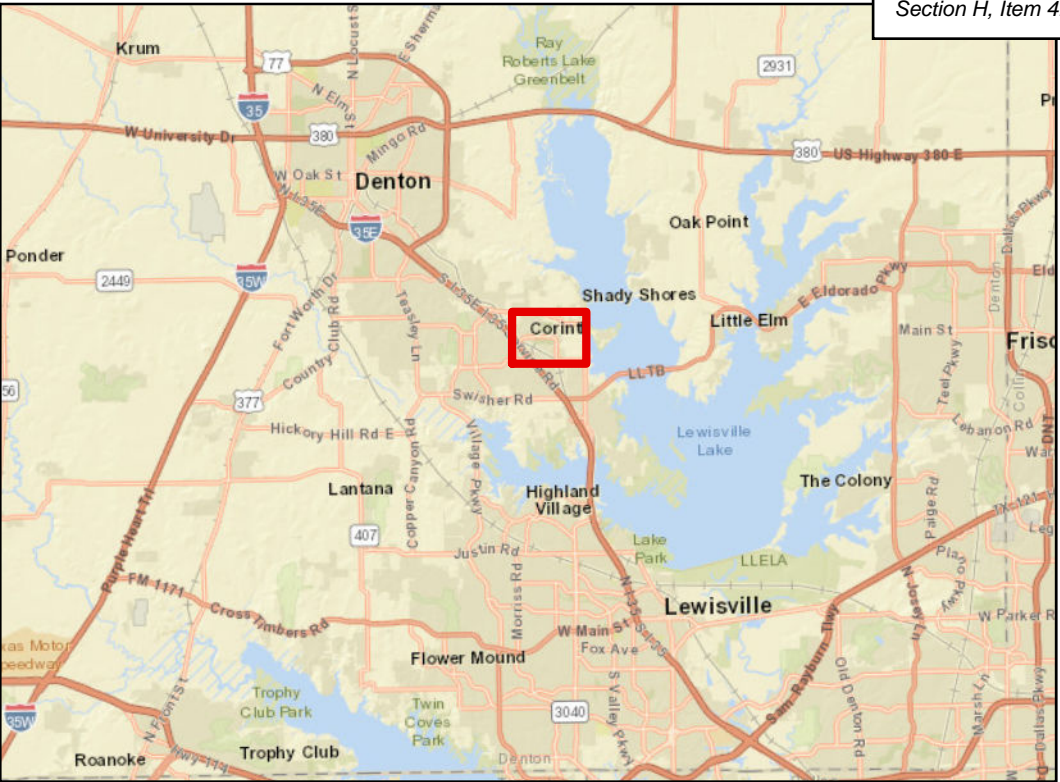
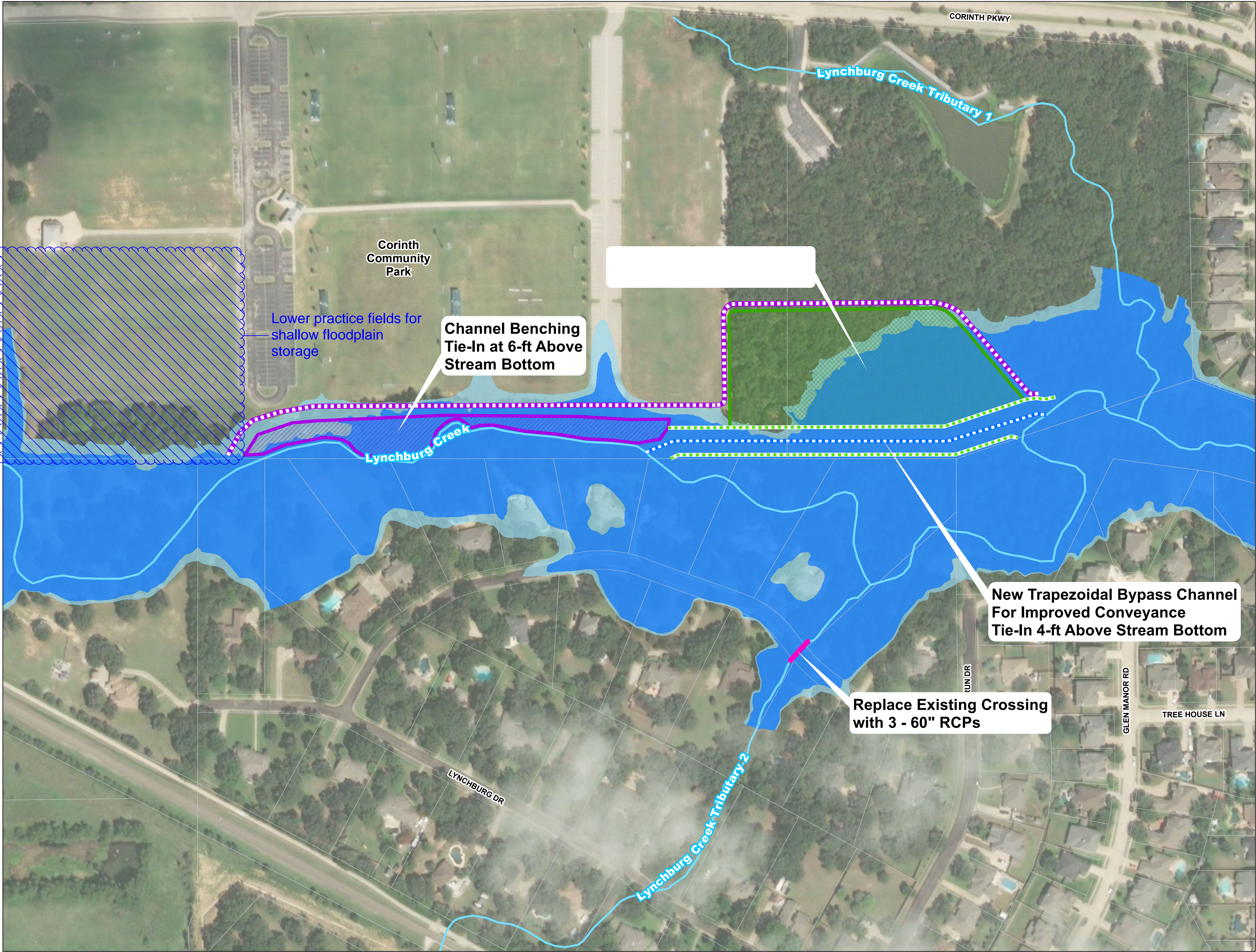


1 inch equals 120 feet

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones | Carter, Inc. concerning the accuracy completeness, reliability, or usability of the information included within this exhibit.



JONES | CARTER
Texas Board of Professional Engineers Registration No. F-439



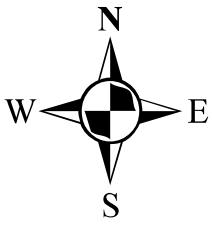
VICINITY MAP
Scale: 1 inch equals 5 miles

LEGEND

- Parcels (DCAD)
- Prop Benching Top of Bank
- New Channel Banks
- New Channel Centerline
- Shallow Floodplain Storage
- Prop Channel Benching
- Revised Existing 100-Year Floodplain
- Revised Existing 500-Year Floodplain
- Stream

EXHIBIT 11
AREA 3 - PREFERRED
ALTERNATIVES SCHEMATIC

FLOOD REDUCTION PROJECT
CITY OF CORINTH, TEXAS
NOVEMBER 2019



1 inch equals 100 feet

Disclaimer: This product is offered for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property, governmental and/or political boundaries or related facilities to said boundary. No express warranties are made by Jones | Carter, Inc. concerning the accuracy completeness, reliability, or usability of the information included within this exhibit.



JONES | CARTER

Texas Board of Professional Engineers Registration No. F-439



CITY OF CORINTH

Staff Report

Meeting Date:	11/4/2021	Title:	Resolution Cast Vote - DCAD Board of Directors
Ends:	<input type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input checked="" type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input type="checkbox"/> Keep Corinth Beautiful <input type="checkbox"/> Ethics Commission N/A		

Item/Caption

Consider and act on casting a vote for a member to the Denton Central Appraisal District Board of Directors, to serve a two-year term beginning January 1, 2022.

Item Summary/Background/Prior Action

During the October 7, 2021, City Council Meeting, the City Council approved Resolution No. 21-10-07-28, nominating Richard Weir as a candidate for the Board of Directors of the Denton Central Appraisal District.

Before December 15th, the taxing jurisdiction will choose the candidate(s) of their choice. The jurisdiction will then submit the names of their candidates and votes they cast for each before the December 15th deadline. The five candidates that have received the most votes become the Board of Directors as of January 1, 2022.

Attached is a list of candidates who were nominated for the 2022-2023 Board of Directors and the number of votes per entity.

Included are bios for 15 of the 17 candidates. David Johnson is not available at this time and Bryan Webb currently serves on the Board of Directors but has requested not to be reappointed. **Here is a link to the candidates' qualifications and bios:** [Candidates' Bios](#).

The selection process is set forth in Section 6.03 of the Property Tax Code. This process is not an election governed by the Texas Election Code. It is an independent procedure unique to the property tax system.

A person may not serve as director if closely related to anyone in the appraisal district or if related to anyone who represents owners in the district, or if the person has an interest in a business that contracts with the district or a taxing unit. A chief appraiser may not employ someone closely related to a member of the board of directors.

The distribution of votes allows Corinth to cast a total of 30 votes for one or more candidates.

Staff Recommendation/Motion

Council to select candidate to receive votes to the DCAD Board.



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
 www.dentoncad.com

MEMO

TO: Denton County, School Districts and Cities that Levy a Tax

FROM: Hope McClure, Chief Appraiser

SUBJECT: Request for Nominations for DCAD Board of Directors

DATE: August 13, 2021

It is time again for the taxing jurisdictions to select five individuals to serve as the DCAD Board of Directors. Each jurisdiction may nominate by written resolution up to five people to be considered for the DCAD Board of Directors. According to Section 6.03 of the Texas Property Tax Code, it is the chief appraiser’s responsibility to initiate this process, which is the purpose of this memo.

Please note that a chief appraiser does not have the authority, or the duty, to investigate or judge the qualifications of the nominees. Further, a chief appraiser cannot extend the deadline for receiving nominations.

Please return your nomination(s) by written resolution before October 15, 2021.
Please provide the name and address of the nominee(s). The District will send a questionnaire to each nominee requesting additional information to assist the entities in the voting process.

CALENDAR FOR APPOINTMENTS:

1. Before October 1st - Each jurisdiction will be advised of the number of votes they are entitled to cast in the election of the board of directors (those numbers are included in this email).
2. Before October 15th - The governing body of each jurisdiction may nominate by written resolution up to five candidate(s) to the DCAD Board of Directors. (The number of votes that each jurisdiction has is not relevant in the initial nomination phase.)
3. Before October 30th - A comprehensive list of the nominees will be compiled and this information will be sent to the taxing jurisdictions in the form of a ballot.
4. Before December 15th - The taxing jurisdictions choose by written resolution the candidate, or candidates, of their choice. The jurisdictions then submit the names of their candidates and the votes they cast for each candidate before the December 15th deadline.
5. Before December 31st – A tabulation of the votes will be forwarded to the jurisdictions. The five candidates that have received the most votes become the Board of Directors as of January 1st.



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

 (940) 349-3800
 www.dentoncad.com

Memo, Appointing Board of Directors, August 11, 2021

Page 2

SELECTING A NOMINEE

AUTHORITATIVE GUIDELINES - The selection process is set forth in Section 6.03 of the Property Tax Code. This process is not an “election” governed by the Texas Election Code. It is an independent procedure unique to the property tax system.

ELIGIBILITY - An appraisal district director must reside in Denton County for at least two years immediately preceding the date he or she takes office. Most residents are eligible to serve as a director. An individual that is serving on the governing body of a city, county, or school district is eligible to serve as an appraisal district’s director.

An employee of a taxing unit served by the appraisal district is **not** eligible to serve as a director. However, if the employee is an elected official, he or she is eligible to serve.

A statute relevant to the Board selection process prohibits nepotism and conflict of interest for appraisal district directors and chief appraisers. In summary, the law states that:

..... “a person may not serve as director if closely related to anyone in the appraisal district or if related to anyone who represents owners in the district, or if the person has an interest in a business that contracts with the district or a taxing unit. A chief appraiser may not employ someone closely related to a member of the board of directors”.

TERM OF OFFICE – Those elected to the Board of Directors will serve a two year term beginning January 1, 2022.

FREQUENCY OF MEETINGS - The applicable statutes require the board of directors to meet a minimum of once each calendar quarter.

DENTON CENTRAL APPRAISAL DISTRICT 2021 DISTRIBUTION OF VOTES

Section H, Item 5.

JURISDICTIONS		2020 LEVY	%OF TOTAL LEVIES	NUMBER OF VOTES
<u>SCHOOL DISTRICTS:</u>				
S01	ARGYLE ISD	39,211,263.47	1.7154%	85
S02	AUBREY ISD	19,686,703.81	0.8612%	42
S03	CARROLLTON-FB ISD	59,677,280.15	2.6107%	128
S04	CELINA ISD	486,214.26	0.0213%	1
S05	DENTON ISD	300,528,684.23	13.1471%	654
S15	ERA ISD	1,687.25	0.0001%	1
S06	FRISCO ISD	168,736,156.36	7.3816%	394
S07	KRUM ISD	12,760,715.66	0.5582%	27
S08	LAKE DALLAS ISD	35,082,643.50	1.5347%	76
S09	LEWISVILLE ISD	598,944,850.68	26.2018%	1325
S10	LITTLE ELM ISD	82,583,733.78	3.6128%	178
S11	NORTHWEST ISD	143,902,045.64	6.2952%	312
S12	PILOT POINT ISD	8,842,789.13	0.3868%	18
S13	PONDER ISD	10,459,467.11	0.4576%	22
S17	PROSPER ISD	23,463,503.40	1.0264%	50
S14	SANGER ISD	16,207,613.43	0.7090%	34
S16	SLIDELL ISD	463,687.64	0.0203%	1
SCHOOL DISTRICTS TOTALS		\$1,521,039,039.50	66.540%	3348
<u>COUNTY:</u>				
G01	DENTON COUNTY	\$259,814,593.05	11.37%	567
<u>CITIES:</u>				
C26	TOWN OF ARGYLE	3,068,953.12	0.1343%	6
C01	CITY OF AUBREY	2,336,792.11	0.1022%	4
C31	TOWN OF BARTONVILLE	849,568.70	0.0372%	2
C02	CITY OF CARROLLTON	53,858,677.12	2.3561%	115
C49	CITY OF CELINA	1,486,029.75	0.0650%	3
C03	CITY OF THE COLONY	37,377,039.45	1.6351%	81
C21	TOWN OF COPPELL	1,056,686.12	0.0462%	2
C27	TOWN OF COPPER CANYON	870,253.61	0.0381%	2
C04	CITY OF CORINTH	14,287,227.60	0.6250%	30
C20	CITY OF DALLAS	13,945,214.89	0.6101%	30
C05	CITY OF DENTON	79,144,970.51	3.4623%	170
C42	CITY OF DISH	150,602.62	0.0066%	1
C30	TOWN OF DOUBLE OAK	1,181,394.10	0.0517%	3
C47	TOWN OF CORRAL CITY	14,508.54	0.0006%	1
C07	TOWN OF FLOWER MOUND	54,069,728.62	2.3654%	115
C36	CITY OF FORT WORTH	22,013,466.18	0.9630%	47
C32	CITY OF FRISCO	55,852,464.79	2.4434%	119
C39	CITY OF GRAPEVINE	200.88	0.0000%	1
C22	TOWN OF HACKBERRY	173,998.12	0.0076%	1
C38	CITY OF HASLET	1,618.72	0.0001%	1
C19	TOWN OF HICKORY CREEK	2,132,828.57	0.0933%	5
C08	CITY OF HIGHLAND VILLAGE	13,667,598.50	0.5979%	29
C09	CITY OF JUSTIN	3,013,978.98	0.1319%	7
C18	CITY OF KRUGERVILLE	754,112.28	0.0330%	2
C10	CITY OF KRUM	2,806,666.66	0.1228%	6
C11	CITY OF LAKE DALLAS	3,500,738.06	0.1531%	8
C25	CITY OF LAKEWOOD VILLAGE	497,498.58	0.0218%	1
C12	CITY OF LEWISVILLE	55,532,778.10	2.4294%	118
C13	TOWN OF LITTLE ELM	30,065,520.30	1.3153%	65
C45	CITY OF NEW FAIRVIEW	45,578.69	0.0020%	1
C33	TOWN OF NORTHLAKE	3,668,108.80	0.1605%	8
C24	CITY OF OAK POINT	2,786,607.33	0.1219%	6
C14	CITY OF PILOT POINT	2,193,136.98	0.0959%	5
C29	CITY OF PLANO	6,239,891.59	0.2730%	13
C15	TOWN OF PONDER	1,367,589.48	0.0598%	3
C48	CITY OF PROSPER	5,180,168.58	0.2266%	11
C51	TOWN OF PROVIDENCE VILLAGE	4,562,351.92	0.1996%	10
C17	CITY OF ROANOKE	9,059,520.13	0.3963%	19
C16	CITY OF SANGER	5,380,837.91	0.2354%	12
C34	TOWN OF SHADY SHORES	1,117,288.68	0.0489%	2
C37	CITY OF SOUTHLAKE	509,818.25	0.0223%	1
C28	CITY OF TROPHY CLUB	9,194,185.92	0.4022%	19
C44	TOWN OF WESTLAKE	20,541.29	0.0009%	1
CITY TOTAL		\$505,036,741.13	22.09%	1085
TOTAL ALL JURISDICTIONS		\$2,285,890,373.68	100.00%	5000



Denton Central Appraisal District
3911 Morse Street
Denton, TX 76208

(940) 349-3800
www.dentoncad.com

TO: All Taxing Jurisdictions
FROM: Hope McClure, Chief Appraiser
DATE: October 28, 2021
SUBJECT: Candidates to the Denton CAD Board of Directors

Candidates to the Denton Central Appraisal District Board of Directors are listed below. The list is in alphabetical order by last name.

Each voting unit must cast its vote by **written resolution** and submit it to the Chief Appraiser before December 15th. The unit may cast all its votes for one candidate or may distribute the votes among any number of candidates. When a voting unit casts its votes, it must cast the votes for a person that was nominated and is named on the ballot. There is no provision for write-in candidates. The Tax Code does not permit the Chief Appraiser to count votes cast for someone not listed on the official ballot. The five nominees receiving the most votes will become the Denton CAD Board of Directors.

The candidates nominated by the taxing jurisdictions are: (Please note Asterisk below)

<u>Candidate</u>	<u>Nominating Jurisdiction</u>
1. Roy Atwood	Denton ISD, City of Carrollton
2. Devona Beaver	Town of Hickory Creek
3. Alex Buck	Lewisville ISD, City of Lewisville, City of Highland Village
4. Dirk Dahlke	Town of Hickory Creek
5. Sharon Gentry	Town of Flower Mound
6. Tom Heslep	City of Highland Village
7. David Johnson	Lewisville ISD, Denton County
8. Nancy Koket	Town of Hickory Creek
9. John Lusk	City of Oak Point
10. Howard Martin	City of Denton
11. Ann Pomykal	Lewisville ISD, City of Lewisville, Denton County
12. Charles Stafford	Denton ISD
13. David Terre	City of Frisco, Town of Little Elm, City of The Colony
14. Tom Washington	Lewisville ISD, Denton County
15. Bryan Webb**	City of Denton
16. Richard Weir	City of Corinth
17. Rick Woolfolk	Denton County

**Bryan Webb has indicated that he does not want to be reappointed to the Board of Directors.

Accompanying this document, you will find Bio Sheets and additional information provided by the nominees. Please take the time to familiarize yourself with the nominees and their qualifications before casting your vote.

Since some of you may not be familiar with the process of selecting the Board, please do not hesitate to contact Misty Baptiste at (940) 349-3977 for clarification and/or information.

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Roy T. Atwood

Name

1816 Countryside, Carrollton, Texas 75007

Address/City/Zip

(214) 616-0528

royatwood@atwoodgameros.com

Cell Phone

E-mail

1. Are you a resident of Denton County? **Yes**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes**
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **No**
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? **No**
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **Yes**
 - a. If yes, what years have you served? 2018-present
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **No**
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **No**
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **No**

8. Are you directly related to any employee of the Denton CAD? **No**
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I have resided in Carrollton since 1991 and served on various Boards and Commissions in Carrollton over a period of twenty years. For the last 4 years, I have been privileged to served on the DCAD Board of Directors. I appreciate having the opportunity to serve the citizens of Denton County and do so, not with an agenda, but with a desire to see that the interests of the citizens and the taxing districts are well served by the Appraisal District. I would appreciate having the opportunity to continue my service to meet DCAD's changing needs.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.
- _____
- I have been a licensed attorney in Texas since 1988. I have found that my legal background has been beneficial to the DCAD Board over the term of my service. I also serve on the Board of Directors of My Possibilities, MP Residential and the Down Syndrome Guild of Dallas, all of which are focused on providing opportunities for those with disabilities to live inclusive and fulfilling lives. Community service is very important to me.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com



Roy T. Atwood
Partner

Atwood Gamos LLP

6116 N. Central Expressway, Suite 1400
Dallas, Texas 75206

royatwood@atwoodgamos.com

+1.214.559-7399 (T)

+1.214.481-5502 (F)

Roy Atwood is a trial lawyer with extensive experience in representing companies in complex litigation. He has represented clients in construction, toxic tort, and product liability litigation, as well as state and local tax, outsourcing, contract, environmental class action, and negotiable instrument litigation. He has tried cases in state and federal courts in Texas and across the country and represented clients in arbitration. Roy has served as national coordinating counsel for a group of Fortune 100 companies in lawsuits involving tens of thousands of plaintiffs in more than 20 jurisdictions. As national coordinating counsel, he has served in leadership roles on steering committees and in joint defense groups.

Roy recently represented The Brandt Companies LLC in a lawsuit relating to the construction of a large entertainment venue and in an arbitration relating to construction of a satellite antenna station south of Austin, Texas. He assisted Firestone Building Products with claims relating to damage to the Superdome sustained during Hurricane Katrina. He also represented an international soft drink bottler in litigation over an acquisition. In 2008, he represented at trial a refining company disputing its state income tax obligations in Alaska. In 2001 and 2002, Roy was a member of a team of lawyers who obtained defense verdicts for clients in toxic tort cases, each of which The National Law Journal recognized as one of the top 20 defense wins of the year. Roy was also part of a trial team that represented a municipal utility company in a five-month trial over the construction of a nuclear power plant.

In addition to winning at trial, Roy has successfully negotiated settlements for clients when settlement was the appropriate result, sometimes under very difficult circumstances. In one matter, Roy handled contentious negotiations for a client that lasted five days and were conducted entirely in the presence of a United States Magistrate Judge.

After 14 years as a partner at Jones Day, Roy retired from Jones Day at the end of 2012 and opened Atwood Gamos LLP. He made this move with the intent of providing clients with efficient and high-quality service at reasonable rates. This move also allowed him the opportunity to pursue a passion he has had for many years of counseling families of children and youth with disabilities.

Roy is a frequent speaker on litigation and special education related topics and teaches in trial skills programs. He served for many years on the board of the Trial Skills section of the Dallas Bar Association and is a member of the Dallas Bar Foundation and the Texas Bar Foundation. He is past president of the board of trustees of LaunchAbility, which helped people with developmental disabilities lead fulfilling lives. Roy now serves on the Board of Directors of My Possibilities, which merged with LaunchAbility in 2018. In 2011, LaunchAbility honored Roy with their Milton P. Levy Jr. Volunteer Award. Roy also currently serves as President of the Board of Directors of the Down Syndrome Guild of Dallas and

MP Residential. He has served on various boards and commissions in the city of Carrollton, Texas, including serving as a planning and zoning commissioner. Roy currently serves on the Board of the Denton County Appraisal District. Roy has also served as a Boy Scout leader and a member of the board of a church-sponsored children's weekday program. He also served for years as a teacher and mentor to students in the Student Ministry program at his church.

Roy has been recognized as a Best Lawyer in Dallas by D Magazine and has been recognized as a Texas SuperLawyer each year since 2009 and as a Best Lawyer in America each year since 2014. U.S. News and World Report has recognized Atwood Gameros, LLP as a Best Law Firm each year since 2014.

AREAS OF FOCUS

Business and Tort Litigation
 Construction
 Special Education Law
 Product Liability Litigation
 State & Local Taxation Disputes
 Multidistrict Litigation

HONORS AND DISTINCTIONS

National Law Journal "Defense Verdicts of the Year" (2001 and 2002)
 Texas Super Lawyers (annually since 2009)
 Best Lawyers in America – Commercial Litigation (annually since 2014)
 Best Law Firms in America (annually since 2014)
 D Magazine Best Lawyers in Dallas (annually since 2014)
 2011 Milton P. Levy Jr. Volunteer Award, LaunchAbility
 Member, Dallas Bar Foundation
 Member, Texas Bar Foundation

EDUCATION

Southern Methodist University (J.D. cum laude 1988; Order of the Coif; Editor-in-Chief, Journal of Air Law and Commerce; National Moot Court and Mock Trial Teams)
 University of Illinois (B.S. 1979)

BAR ADMISSIONS

Texas
 Federal Courts for the Northern, Eastern, Southern and Western Districts of Texas

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

^{"Dee"}
DEVONA BEAVER
Name

133 SHASTA DR HICKORY CREEK TX 75065
Address/City/Zip

214-682-2107
Cell Phone

deesdesk@hotmail.com
E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? **Yes/No** ☒ No
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No** ☒ No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I would like to help the City of Hickory Creek and do a Civilduty. I am a Licensed Realtor and feel I could help the City I live in.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I have been a resident of Hickory Creek for 17 years. I am a Licensed Realtor and have direct access to important information regarding real estate. I have lived in Denton County for 18 years.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Name: **Alex Buck**

Home: 806 Lake Breeze Highland Village, TX 75077

Work: 1400 Moccasin Trail #16 Lewisville, TX 75077

214-908-5940, alexmaryb@me.com

- 1) Are you a resident of Denton County? **Yes**
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? **Yes**
- 2) Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? **No**
 - a) If yes, which taxing unit? _____
 - b) When? _____
- 3) Are you, or have you ever been an employee of Denton CAD? **No**
 - a. If yes, what years were you employed? _____
- 4) Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? **No**
 - a. If yes, what years have you served? _____
- 5) Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? **No**
 - a. If yes, please list: _____
- 6) Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? **No**
- 7) Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? **No**
- 8) Are you directly related to any employee of the Denton CAD? **No**
 - a) If yes, please list the degree of relation. _____
- 9) Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **No**

10) Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

Institutions are the backbone of every community. Well organized schools, cities and counties provide the identity that strengthen the intrinsic and real value of our homes and property. Ensuring that we have a fair and transparent system of allocating value is vital to those entities succeeding in their mission providing safe and prosperous neighborhood for families to thrive.

11) Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I have been a resident of Highland Village for over 40 years and am a self-employed Real Estate Developer of incubator space for startup businesses. A few of the civic endeavors I have been involved with are:

**Past President/Chairman of
Lewisville Education Foundation
Lewisville Rotary
Denton County Homebuilders Association
Medical Center of Lewisville
Lewisville Economic Development Foundation**

**Lewisville Independent School District
Bond Election Treasurer 2005, 2008 and 2017
Bond Oversight Committee 2011 to 2013
School Finance Advisory Member 2018-2019**

For these and other activities I have been awarded Citizen of the Year for Lewisville and Lewisville High School Hall of Fame among others.

However, what you really need to know is I approach every endeavor with a serious mind, integrity, efficiency and open heart. Those traits are the backbone to create public confidence. If you find me a worthy candidate, I pledge to keep the welfare of all of Denton Counties citizens at the forefront of every decision that needs to be made. Thank you for your consideration.

Return to:

Misty Baptiste - Denton Central Appraisal District 3911 Morse St.
Denton, TX 76208 misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

DIRK DAHLKE
Name

322 TEXOMA DR., HICKORY CREEK, TX 75065
Address/City/Zip

972-322-2171
Cell Phone

DIRK@DIRKSELLSHOMES.COM
E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes ☒ No ☐
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes ☒ No ☐
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

As a property owner and active participant in local charitable and business organizations, I have a long-standing interest in the management and growth of Denton County. I would be honored to serve on this Board to help in any capacity possible.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I have previously served as President of the Denton County Lake Cities Chamber of Commerce, Pres. of Lions Club, President of Lewisville Noon Rotary, Board Member of Boys + Girls Club, member of VIPs for Corinth Police Dept, Director of local HOA, and several other volunteer positions. My wife and I own American Realty.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Sharon Gentry
Name

2750 Bob White Lane / Flower Mound, TX 75022
Address/City/Zip

972-800-8780
Cell Phone

Sharon.k.gentry@gmail.com
E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

My management experience directly applies to the requirements of the Board of Director that will hire the chief appraiser and set the budget. My experience with the Appraisal District gives me an understanding of the agricultural aspect of the district since purchasing the property in Flower Mound in the 1960's.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

As a graduate of the University of Texas at Arlington with a degree in Math and Computer Science, I spent 25 years with Texas Instruments (TI). When TI sold my division, I spent 14 more years working for that division in two other companies. My experience was as a Software Engineer and Manager. As a Manager, I interviewed and hired employees. As a Cost Center Manager, I managed a budget.

During those years, I also ran an Arabian Horse farm and am now a beekeeper with an Agricultural Exemption.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

TOM NESLEP
Name

812 SILVERTHORNE TRL HIGHLAND VILLAGE TX 75077
Address/City/Zip

972-679-8982 TOM.NESLEP@YAHOO.COM
Cell Phone E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

COMMERCIAL BANKER FOR 40 YEARS. I WOULD
 LIKE TO LEARN & UNDERSTAND THE COUNTY APPRAISAL
 PROCESS BETTER. I HAVE EXPERIENCE IN RESIDENTIAL
 LENDING & LAND DEVELOPMENT AS WELL
 I AM A CITY COUNCILMAN FOR THE CITY OF
 HIGHLAND VILLAGE & HAVE BEEN A RESIDENT
 SINCE 1991

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

THE DESIRE TO SERVE & GIVE BACK

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Nancy Koket
Name

249 Barkley Dr. Hickory Creek, TX 75065
Address/City/Zip

214 727 3602 Nancy@Nancykoket.com
Cell Phone E-mail

1. Are you a resident of Denton County? Yes/No ☒
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No ☒
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No ☒
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No ☒
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No ☒
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No ☒
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No ☒
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No ☒

1. The first part of the document is a letter from the

author to the editor of the journal, dated 1964.

The letter is addressed to the editor of the journal, and is dated 1964. It is a letter of introduction, and is written in a formal, professional style. The author is a member of the journal's editorial board, and is writing to introduce a new article to the journal.

The second part of the document is a letter from the

editor to the author, dated 1964. It is a letter of acceptance, and is written in a formal, professional style. The editor is a member of the journal's editorial board, and is writing to accept the author's article for publication.

1.

2.

3.

4.

5.

6.

7.

8.

8. Are you directly related to any employee of the Denton CAD? Yes/No No
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I have lived in Denton County for over 35 years and I feel passionate about our property values and being fair to all residents equally. I have been a residential Realtor for 17 years and I have knowledge and ongoing training in property values and how values can be analysed

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I have served on the Hickory Creek EDC Board for the past (approx.) 8 years. This has allowed me to gain insight in the value of our tax dollars and a better understanding of our State operating budget and transparency. I would be honored to serve on this board. I currently serve on my local

Return to:

Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208

misty.baptiste@dentoncad.com

MLS Board at The Greater Lewisville Assoc. of Realtors.

Nancy Koket

REALTOR® CRS, GRI, ABR

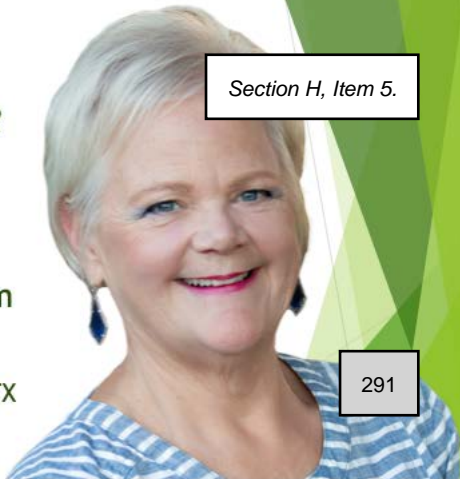
RE/MAX Cross Country

214 727 3602

Nancy@NancyKoket.com



1990 Justin Rd.
Highland Village TX
75077



Section H, Item 5.

291

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

John Lusk
Name

1229 Cedar Pine Ln, Oak Point 75066
Address/City/Zip

214-801-3613 johnlusk206@gmail.com
Cell Phone E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? not paid
 - b. When? City Council - Oak Point
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: DP City Council
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

fresh look at appraisals & property taxes

retired and ready to volunteer

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

- served on P&Z committee in O.P. 4 yrs
 - currently serving on O.P. City Council, 5th year
 - mayor pro-tem O.P.
 - retired, with time & energy to work
 - no old-boy-network here - instead, I will have a fresh attitude towards the job.
 - appoint me - You won't be sorry!

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Howard Martin
Name

2200 Jefferson Trail, Denton, Tx 76205
Address/City/Zip

940 391 1104
Cell Phone

howardmartinjr@verizon.net
E-mail

1. Are you a resident of Denton County? Yes/No
 a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 a. If yes, which taxing unit? City of Denton
 b. When? 1976 - 2017
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I have been a public servant for 41 plus years with the City of Denton. I see this potential appointment as a continuation of that service to the public.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I graduated from UNT in 1975. My career with the City of Denton has been in all aspects of utilities: electric, water wastewater and solid waste. I have also been responsible for managing streets, traffic control drainage, planning, libraries, and park operations. As an Assistant City Manager, I also served three different times as Interim City Manager.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information
Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Name Ann Pomykal
Address/City/Zip 3204 Summerwood
Corinth, TX 76210 E-mail annpomykal@aol.com
Cell Phone 214 364-0039

1. Are you a resident of Denton County? ☒ Yes ☐ No
a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? ☒ Yes ☐ No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? ☒ Yes ☐ No
a. If yes, which taxing unit? _____
b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? ☒ Yes ☐ No
a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? ☒ Yes ☐ No
a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? ☒ Yes ☐ No
a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? ☒ Yes ☐ No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? ☒ Yes ☐ No

8. Are you directly related to any employee of the Denton CAD? Yes/No
a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I will bring to the Denton County Appraisal District Board the following;

1. Strong business experience - 27 years at Texas Instruments in key leadership roles, last 7 years as Executive Director TI Foundation
2. Proven track record of board Leadership across the metro plex.
Serving now on the Executive Board of United Way of Denton County.
3. Strong ties to Denton County - I grew up in Denton, raised children in Lewisville and grand children were raised in Highland Village
4. Strong commitment to learning

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I commit myself 100% to any project I take on.

My past commitments to education, health and human services and having served in public office including Mayor gave me a broad view of using data and other resources to make decisions.

Being Director of Corporate Citizenship at Texas Instruments and the TI foundation has given me a strong financial and business base for this opportunity.

My highest priority is my family and being outdoors.

Return to:
Misty Baptiste - Denton Central Appraisal District
3911 Morse St.
Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

1903 Williamsburg, Denton, Tx 76209
Name

Charles Stafford
Address/City/Zip

940 595 7253
Cell Phone

charlesramseystafford@yahoo.com
E-mail

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No No
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No No
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.
Service on the CAD Board of Directors is an
exercise in public service. I believe in government
administered by citizen volunteers. The
opportunity to serve is a founding principle
of our democracy. I have the time, experience,
and skills to serve on this board and would
deeply appreciate the opportunity to serve for
another term.
11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

The district is very high-performing compared
to other, similar districts in North Texas. We
are entering into a prolonged period of unprecedented
growth. We have the people and the systems
in place to manage that growth, and to give
excellent service to our taxpayer.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

David Terre
Name

3941 Teal Cove, The Colony, 75056
Address/City/Zip

972-740-4526 terre.david@yahoo.com
Cell Phone E-mail

1. Are you a resident of Denton County? Yes/No
 a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 a. If yes, which taxing unit? _____
 b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 a. If yes, what years have you served? 8 years
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes/No
 a. If yes, please list the degree of relation. _____

9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes/No

10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

I have previously served four terms on the DCAD Board of Directors and if re-elected this will be my fifth one. In our last 2019 DCAD Election there were 20 candidates of which I received the highest vote total of 1,505. I am currently serving as Vice Chairman of the DCAD Board.

I am in my fourth term on The Colony City Council having received a record 86% of the final vote in last year's election.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I believe I bring great experience to the Board of Directors and will commit to attend all meetings and continue making meaningful contributions as a DCAD Board Member.

Please see attached resume for additional information.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

David Terre

3941 Teal Cove
The Colony, Texas 75056
972-740-4526
terre.david@yahoo.com



OBJECTIVE

If elected to a fifth term, I will continue to work hard, be organized, use common sense, and always apply the golden rule. This approach has enabled me to make significant contributions during my previous four terms.

EDUCATION

Drake University/ Moberly Community College
BS-Business Administration and a Minor in economics

EMPLOYMENT HISTORY

Vice President of Sales | Wilson Sporting Goods
Retired

Successfully retired after a wonderful 46 year career where I rose through the ranks to become Vice President of Sales responsible for all domestic sales.

- Directed European Sales Operations while living in Germany
- Experience in Marketing
- Achieved successful coordination of new product introductions
- Managed West Coast Distribution Operations

LEADERSHIP

The Colony City Council

2011-Present

- 2011 - Received the honor of being elected Mayor Pro Tem during my first term on City Council and most recently was again re-elected Mayor Pro Tem in 2020
- 2012 - Appointed to the Local Development Corporation Board of Directors to oversee new Grandscape (Nebraska Furniture Mart) Development
- 2013 - First Council Member from The Colony, Texas to be elected and serve on the Denton County Tax Appraisal District Board of Directors
- 2021 - Re-elected to a fourth term on City Council receiving 86% of total votes

The Colony Planning & Zoning Commission

2008-2011

- Served as Vice Chair

HONORS

- 1982 – Drake University Basketball Hall of Fame
- 1994 – Moberly Community College Basketball Hall of Fame
- 1995-2003 – Three-time Senior Olympics Gold Medal Winner for USA Basketball Team
- 1999 – Wilson Wall of Fame Honor
- 2007- Moberly Community College Outstanding Alumni of the year
- 2013 –Washington High School Hall of Fame
- 2018 –Roaring Lambs Hall of Fame

DCAD ACCOMPLISHMENTS

I have worked with my fellow Board Members to achieve the following meaningful results:

- Ensure a Quorum is established by being present at each meeting while achieving perfect attendance record.
- Make informed decisions doing the necessary preparation prior to each meeting
- Assisted in developing an Annual Operating Budget to ensure spending stays within budgeted funds while always looking for opportunities to reduce expenses
- Participate in the development and evaluation of the Chief Appraisal Officer each year
- Developed a Management Plan for time periods of six months, two years, and five years to be updated annually
- Completed cross training of all individuals and teams
- Initiated an Incentive Program for Innovated Efficiency
- Committed to making DCAD a leading star in the industry

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Tom Washington
Name

1805 Countryside Carrollton/Denton County 75007
Address/City/Zip

972-849-6947 trw56@earthlink.net
Cell Phone E-mail

1. Are you a resident of Denton County? Yes/No
 a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 a. If yes, which taxing unit? _____
 b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 a. If yes, what years have you served? 2012/2013
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? Yes ☒ No ☐
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? Yes ☒ No ☐
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

Bring fresh leadership to the DCAV Board
 Increase transparency for the taxing jurisdictions
 Evaluate Chief Appraiser performance
 Examine and evaluate effectiveness of DCAV

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

Please see Attachment for details.

- Prior DCAV Board Secretary 2012-2013
- Served in multiple Denton County leadership positions
- Texas Certified Public Accountant
- 42 years of business experience.
- Denton County property taxpayer.
- Held multiple volunteer leadership positions
- Available to serve.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Thomas R Washington CPA, Real Estate Broker

Trw56@earthlink.net

972-849-6947

Personal:

Married 39 years with 2 children who attended LISD schools.

Denton County Homeowner since 1984. Live in Carrollton, Texas

Professional:

Commercial Real Estate experience since 1984 (Licensed Broker, since 1987).

Certified Public Accountant (Licensed, since 1982)

BBA Public Accounting, University of Wisconsin, 1979 Cum Laude Honors

Completed all work except exam for NAR Certified Commercial Investment Manager (CCIM).

National Partner in Strategic Financial Consulting Firm since 2017. - I work every day with multiple business owners to increase the effectiveness and efficiency of their companies.

Successfully owned, managed and sold multiple businesses in Denton County for more than 20 years.

Dallas 100 Award, Top Ten Winner, 1997. Fast Tech 50 Award Winner, 1997.

Public Service:

Denton County Appraisal Board of Directors, Secretary 2012-2013.

Denton County MHMR Board of Trustees, Secretary.

Denton County Special Condemnation Commissioner, Current.

Co-Chair, 2005 Lewisville ISD Bond Election.

Carrollton Rotary Club, Member.

Vice Chair, Denton County Republican Party 2004-2010.

State Executive Republican Committee, Member 2010-2014.

Treasurer, Republican Party of Texas 2015-2017.

National Treasurer, The National Society of Washington Family Descendants, Inc. (501c3 public charity).

Business Navigators (service organization), Member.

Denton Central Appraisal District:

Key Goals:

Bring fresh leadership to the DCAD Board of Directors.

Examine and evaluate effectiveness of current operations in meeting required DCAD duties.

Evaluate new Chief Appraiser.

Increase transparency for the taxing jurisdictions.

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Name

RICHARD M. WEIR

Address/City/Zip

2008 LEDGESTONE DR. CORINTH, TX 76210

Cell Phone

937-763-1690

E-mail

PEGASUS DUDE@YAHOO.COM

1. Are you a resident of Denton County? Yes/No
 a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 a. If yes, which taxing unit? _____
 b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 a. If yes, what years have you served? _____
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

PROPERTY TAXES ARE A SUBSTANTIAL EXPENDITURE FOR MOST DENTON COUNTY HOMEOWNERS AND BUSINESSES. FOR ME PERSONALLY THEY RANK 2ND ONLY TO FOOD IN MY ANNUAL BUDGET. AS A MEMBER OF THE DCAD BOARD OF DIRECTORS I WOULD BE IN POSITION TO ENSURE THE APPRAISAL PROCESS IS ACCURATE AND FAIRLY IMPLEMENTED FOR ALL STAKE HOLDERS.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

I HAVE AN ACCOUNTING DEGREE FROM THE UNIVERSITY OF CINCINNATI AND A TEXAS CPA CERTIFICATE. PRIOR TO RETIREMENT I WAS EMPLOYED FOR 30 YEARS AS AN ACCOUNTANT IN THE TEXAS OIL INDUSTRY. MOST OF THAT WORK WAS IN FINANCE, INTERNAL AUDITING, AND CONTRACT COMPLIANCE.

Return to:
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 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

Nominee Information

Denton Central Appraisal District Board of Directors

Your name has been submitted by a Denton County Entity as a candidate for the 2022-2023 Denton CAD Board of Directors. Please complete the following information and feel free to attach any additional information. **Please return this form by October 27, 2021.**

Rick Woolfolk

Name _____

115 West College, Denton, TX 76201-3015

Address/City/Zip _____

940-391-3728 R.Woolfolk1@verizon.net

Cell Phone _____ E-mail _____

1. Are you a resident of Denton County? Yes/No
 - a. If yes, have you resided in Denton County for at least two years immediately preceding the beginning of this term? Yes/No
2. Are you, or have you ever been, an employee of a taxing unit (County, City, School, Special District) in Denton County? Yes/No
 - a. If yes, which taxing unit? _____
 - b. When? _____
3. Are you, or have you ever been an employee of Denton CAD? Yes/No
 - a. If yes, what years were you employed? _____
4. Are you currently, or have you ever served as a voting member of the Denton CAD Board of Directors? Yes/No
 - a. If yes, what years have you served? 1999 - 2006?
5. Do you directly or through a business entity have substantial interest in a contract with Denton CAD or a taxing unit that participates in the District? Yes/No
 - a. If yes, please list: _____
6. Have you engaged in the business of appraising property for compensation for use in proceedings under the Property Tax Code during the last three years? Yes/No
7. Have you ever been engaged in the business of representing property owners for compensation in the proceedings under the Property Tax Code in Denton County in the last three years? Yes/No

8. Are you directly related to any employee of the Denton CAD? **Yes/No**
 a. If yes, please list the degree of relation. _____
9. Do you currently own property on which delinquent taxes have been owed to a taxing unit for more than 60 days or are part of a suit to collect the delinquent taxes that have been deferred or abated? **Yes/No**
10. Please give a brief statement on why you would be interested in serving on the Denton Central Appraisal District Board of Directors.

With my business background and qualification I am uniquely qualified to set policy and evaluate the Chief Appraiser as a board member. I have served on many boards and commissions in Denton over the past 32 years. The efficiency and financial advice have always provided positive results for taxpayers and the agency involved.

11. Please list any additional information you believe would be beneficial for the Denton County Entities to know about you.

Leadership Roles at both the local and national levels. Awards at many of those levels for contributions in leadership roles.
 Dedicated to insuring the taxing entities are fairly and properly represented to avoid surprises.

Return to:
 Misty Baptiste - Denton Central Appraisal District
 3911 Morse St.
 Denton, TX 76208
misty.baptiste@dentoncad.com

**CITY OF CORINTH, TEXAS
RESOLUTION NO. 21-11-04-XX**

A RESOLUTION CASTING VOTES FOR MEMBERSHIP TO THE BOARD OF DIRECTORS OF THE DENTON CENTRAL APPRAISAL DISTRICT.

THE CITY COUNCIL OF THE CITY OF CORINTH HEREBY RESOLVES:

SECTION 1. The City Council of the City of Corinth, Texas hereby casts 30 votes for _____, for membership to the Board of Directors of the Denton Central Appraisal District for the County of Denton, Texas.

SECTION 2. This resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 4th day of November 2021.

Bill Heidemann, Mayor

ATTEST:

BY: _____
Lana Wylie, City Secretary

APPROVED AS TO FORM:

BY: _____
Patricia A. Adams, City Attorney



CITY OF CORINTH

Staff Report

Meeting Date:	11/4/2021	Title:	Appointments Boards and Commissions
Ends:	<input checked="" type="checkbox"/> Resident Engagement <input checked="" type="checkbox"/> Proactive Government <input type="checkbox"/> Organizational Development <input type="checkbox"/> Health & Safety <input type="checkbox"/> Regional Cooperation <input type="checkbox"/> Attracting Quality Development		
Governance Focus:	<i>Focus:</i> <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Customer <input type="checkbox"/> Stakeholder <i>Decision:</i> <input checked="" type="checkbox"/> Governance Policy <input type="checkbox"/> Ministerial Function		
Owner Support:	<input type="checkbox"/> Planning & Zoning Commission <input type="checkbox"/> Economic Development Corporation <input type="checkbox"/> Parks & Recreation Board <input type="checkbox"/> TIRZ Board #2 <input type="checkbox"/> Finance Audit Committee <input type="checkbox"/> TIRZ Board #3 <input checked="" type="checkbox"/> Keep Corinth Beautiful <input checked="" type="checkbox"/> Ethics Commission Click to enter recommendation/decision of supporting group.		

Item/Caption

Consider and act on nominations, appointments, resignations, and removal of board and commission members for the Keep Corinth Beautiful Board and the Ethics Committee.

Item Summary/Background/Prior Action

Boards and commissions play an important role in assisting the City Council with fulfilling its obligations to the residents of Corinth. Participation on a board or commission provides residents an opportunity to understand the governmental process and perform a vital role in the communication process between the residents of Corinth and elected officials.

On October 7th, 2021, Tara Lancaster submitted an application to serve on the Keep Corinth Beautiful Board. The KCB Board currently has two vacancies. Staff recommends that, due to physical limitations, George Van Horn be moved from the KCB Board and be appointed to the Ethics Committee. This is possible because Joan Mazza stepped down from her position on the Ethics Committee in order to avoid potential future conflicts of interests.

The boards and commissions have the following changes to be made:

1. Remove Joan Mazza from Ethics Committee Place 4.
2. Remove George Van Horn from Keep Corinth Beautiful Board Place 9.
3. Appoint George Van Horn to Ethics Committee Place 4.
4. Interview and decide appointment of Tara Lancaster to Keep Corinth Beautiful Board Place 7.

Staff Recommendation/Motion

Staff recommends approval as presented.