

Agenda

March 20th, 2026 @ 9:00 a.m.

Regular Council Meeting
Oran White Civic Center
701 N Tool Drive
Tool, TX 75143



1. Call to Order
2. Roll Call: Bennett, Dumont, Figueroa, Salvato, Sayre, Stykes
(a) Establish Quorum
3. Invocation and Pledge of Allegiance
4. Declare, if any, Council's Conflicts of Interest
5. **Citizen Comments:** Citizens wishing to speak on an agenda item must sign up to do so **(3 Minute Maximum)** *The Council will not comment on items not on the agenda; however, the Council may refer the item to City Staff for research, resolution or referral of the matter to the Council as a future agenda item.*
6. **Staff Comments** - *Hear announcements concerning matters appearing on the agenda; items of community interest; Staff gives regards dealing with specific factual information or existing policy dealing within the City, that may have an impact on citizens, staff or the City Council of Tool. No formal action will be discussed or taken.*

Statutory Agenda - *The purpose of this section is to have full discussion upon request by the Tool City Council. Ideas, thoughts and decisions are formulated by City Council and staff plans, operations, policies, and/or future projects, including the following:*

7. Receive future workshop dates for the Tool City Council
8. General Discussion on completing work on the marquee sign at Tool City Hall
9. Receive program scheduling from the Eight at Tool 501© 3 for the current calendar year
10. General Discussion on a future Zoning Board of Adjustments and Economic Development Corporation in the City of Tool
11. General Discussion on future Eight at Tool park improvements
12. General Discussion on the feasibility of a planning committee for the Eight at Tool Park
13. General Discussion on proposed capital projects/initiatives over the next five years

Executive Session

14. Convene into executive session pursuant to Texas Government Code Chapter 551
 - A. Convene into executive session pursuant to Texas Government Code Chapter 551.071 (Consultation with Attorney) to receive legal advice regarding duties and responsibilities of Council members
15. Reconvene in open session and take any action necessary resulting from executive session

Agenda

March 20th, 2026 @ 9:00 a.m.

Regular Council Meeting

Oran White Civic Center

701 N Tool Drive

Tool, TX 75143



16. **Council Comments** - *Hear announcements concerning matters appearing on the agenda; items of community interest; and/or inquiries of staff regarding specific factual information or existing policy from the Mayor, Councilpersons, and City staff, for which no formal action will be discussed or taken.*
17. **Future Agenda Items** - *The Council may request items to be placed on a future agenda at this time. No discussion or deliberation of the items may take place at this time, other than a determination of Council consensus to direct staff to place the item on a future agenda.*
18. **Closing**
 - A. Next Meeting: April 17th, 2026
 - B. Adjourn

A meeting that is “open to the public”, pursuant to the Open Meetings Act, is one that the public is permitted to attend. The act does not entitle the public to choose the items to be discussed or to speak about items on the agenda. If the City Council, during the course of the meeting covered by this notice, should determine that an executive session is required, then such executive session, as authorized by the Texas Open Meetings Act, Texas Government Code, Section 551.001 et seq., will be held by the Council at the date, hour and place given in this notice, concerning but not limited to the following sections and purposes of the Act: 551.071 Private consultation with the city’s attorney; 551.072 Deliberations about Real Property; or, 551.074 Discussing personnel or to hear complaints against personnel. Should any final action, final decision or final vote be required in the opinion of the City Council regarding any matter considered in such executive session, then the final action, final decision or final vote shall be in the open meeting covered by this Notice upon the reconvening of the public meeting.

I certify that the above notice of meeting, a true and correct copy, was posted on the bulletin board in front of Tool City Hall prior to the required 72 hours and that the city’s official newspaper was notified.

Attest:

SEAL

Vera Bennett, Mayor

Kimberley Price, City Secretary



City of Tool City Council

City Council Agenda Request

Meeting Date Requested: March 19th, 2026

Requested By: Julius Kizzee, City Administrator

Department: _____

Is this a Budgeted Item? Yes No

Contract/Agreement General Discussion Ordinance Report Resolution

Attachments: _____

Agenda
Item No.
7

Summary of Agenda Item to be considered:

Staff has requested an item from the mayor regarding workshop dates, due to the volume of agenda items in recent months on the council agendas.

As a standard, we propose holding quarterly workshops, in which the discussion or the cultivation of city projects or ideas will come to fruition. Following the workshop held in March, the next workshops will be held in June, September and December to end the 2026 calendar year.

Action Item, as listed on the agenda:

Receive future workshop dates for the Tool City Council

Recommended Motion to Consider:

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.



City of Tool City Council

City Council Agenda Request

Meeting Date Requested: March 19th, 2026

Requested By: Julius Kizzee, City Administrator

Department: Administration

Is this a Budgeted Item? Yes No

Contract/Agreement General Discussion Ordinance Report Resolution

Attachments:

Agenda
Item No.
8

Summary of Agenda Item to be considered:

Staff has brought forth discussion and an item regarding the marquee sign at the front of city hall. Currently, the sign needs improvements, although costly.

Discussing the sign with Caymon from Pusher Signs out of Athens, they have given us the following information. Caymon is also visiting our workshop to go more in detail.

The monument sign w/ an EMC (Electronic Messaging Center) monitor (flashing part) needs to be replaced, and the brand/manufacturer couldn't be found by the company. Initially, the sign was purchased from a company in Florida, but Pusher is unable to find the parts, or they are not manufactured anymore.

- i. Replacing it with another EMC. (Electronic Messaging Center) Simple Procedure, but pricey. Works and last a long time. (4x8 EMC). (Ranges from 25k to 35k, *before installation*) (5-year Parts warranty, 2-year labor warranty included)
- ii. Replacing the EMC entirely provides more options and flexibility. However, Pusher advises to discuss budgeting constraints and intent of the signage.

Action Item, as listed on the agenda:

General Discussion on completing work on the marquee sign at Tool City Hall

Recommended Motion to Consider:

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City of Tool City Council

City Council Agenda Request

Meeting Date Requested: March 19th, 2026

Requested By: Julius Kizzee, City Administrator

Department: _____

Is this a Budgeted Item? Yes No

Contract/Agreement General Discussion Ordinance Report Resolution

Attachments: 2026 Park Agenda

Agenda
Item No.
9

Summary of Agenda Item to be considered:

Staff has invited the Eight at Tool 501©3 to discuss their upcoming event schedule, which the city has confirmed the dates for the current year. David Moses, from the 501©3 is invited to discuss their event schedule.

Action Item, as listed on the agenda:

Receive program scheduling from the Eight at Tool 501©3 for the current calendar year

Recommended Motion to Consider:

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THE EIGHT @ TOOL — 2026 PROGRAM AGENDA

Weekly Recurring Schedule

Daily

- **9:00–11:00 AM — Pickleball** (*Year Round – Summer hours 7:30-9:00 AM*) (Eight at Tool City Park)

Tuesdays

- **5:30–7:00 PM — Yappy Hour** (*March 31-June 28*) (Eight at Tool City Park)

Wednesdays

- **8:00–10:00 AM — Kids Sports: “The 8 @ 8:00”** (*June 3-July 29*) (Eight at Tool City Park)

Thursdays

- **6:00–8:00 PM — Game Nights** (*Year Round*) (Oran White Civic Center)

Fridays

- **10:00 AM–12:00 PM — Mahjong** (*Year Round*) (Oran White Civic Center)
- **6:00–10:00 PM — Friday Night Live (Amphitheater)** (*Begins April 3*) (Eight at Tool City Park)
- **7:00 PM–9:00 PM — Movie Night** (*Year Round*) (Oran White Civic Center)

Saturdays

- **8:00–10:00 AM — Chair Yoga** (*Year Round*) (Oran White Civic Center)
- **7:00–9:00 PM — Vendor Market** (*Every Second Saturday Beginning April 11*) (Eight at Tool City Park)

Sundays

- **4:00–5:00 PM — Walk the Park** (*Year Round*) (Eight at Tool City Park)

Special Events (Featured Dates)

Mar 21 — Concert in the Park (Taylor Newman) (*7:00–10:00 PM*)

Apr 4 — Easter Egg Hunt (*11:00–2:00 PM*)

Apr 25 — Concert in the Park (*7:00–10:00 PM*)

May 23 — Concert in the Park (*7:00–10:00 PM*)

Jun 27 — Concert in the Park (*7:00–10:00 PM*)

Jul 25 — Performing Arts (*All Day*)

Aug 22 — Performing Arts (*All Day*)

Sep 26 — Fall Festival Concert: “The Sounds @ The Eight” (*All Day*)

Nov 21 — Concert in the Park (*7:00–10:00 PM*)

Oct 31 — Tool-A-Ween (*All Day*)

Dec 12 — Candy Cane Trails (*All Day*)



City of Tool City Council

City Council Agenda Request

Meeting Date Requested: March 19th, 2026

Requested By: Julius Kizzee, City Administrator

Department: Administration

Is this a Budgeted Item? Yes No

Contract/Agreement General Discussion Ordinance Report Resolution

Attachments: Zoning Board of Adjustments Ordinance

Agenda
Item No.
10

Summary of Agenda Item to be considered:

Staff has requested a discussion item from the City Council to gauge an interest in a Board of Adjustments. A zoning board of adjustments would be the first stop for residents when they would be dealing with variances, replats and other considerations per the City of Tool's Code of Ordinances.

Statutorily, a Type B EDC board will be comprised of seven members, in which the City Council will appoint those given members. Also, the Council determines term limits, up to a maximum of six years.

City Council will retain the authority to approve each EDC program and expense, remove board members, approve any changes to bylaws and review EDC's financial statements and budget.

Bylaws for an EDC board will have to be adopted at a later date.

Action Item, as listed on the agenda:

General Discussion on a future Zoning Board of Adjustments and Economic Development Corporation in the City of Tool

Recommended Motion to Consider:

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

§ 155.292 BOARD OF ADJUSTMENT.

The word **BOARD**, when used in this chapter, shall be construed to mean the Board of Adjustment.

(A) *Organization and procedure.*

(1) *Establishment.* A Board of Adjustment is hereby established in accordance with the provisions of Tex. Local Gov't Code, Ch. 211, regarding the zoning of cities and with the powers and duties as provided in said code.

(2) *Membership.* The Board shall consist of five citizens of the city each to be appointed or reappointed by the Mayor and confirmed by the City Council, for staggered terms of two years respectively. Each member of the Board shall be removable for just cause by the City Council upon written charges and after public hearings. Vacancies shall be filled by the City Council for the unexpired term of any member whose term becomes vacant. The Board shall elect its own Chairperson, who shall serve for a period of one year or until his or her successor is elected.

(3) *Meetings.* Meetings of the Board shall be held at the call of the Chairperson and at such other times as the Board may determine.

(4) *Hearings.* The hearings of the Board of Adjustment shall be public.

(5) *Rules and regulations.* The Board shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the City Secretary and shall be a public record. The Board of Adjustment shall act by resolution in which three members must concur. The Board shall adopt from time to time such additional rules and regulations as it may deem necessary to carry into effect the provisions of this chapter, and shall furnish a copy of the same to the Building Inspector, all of which rules and regulations shall operate uniformly in all cases. All of its resolutions and orders shall be in accordance therewith.

(B) *Appeals.*

(1) *Procedure.* Appeals may be taken to and before the Board of Adjustment by any persons aggrieved, or by any officer, or department of the city. Such appeal shall be made by filing with the Building Inspector a notice of appeal and specifying the grounds thereof. The office or department from which the appeal is taken shall forthwith transmit to the Board of Adjustment all of the papers constituting the record upon which the action appealed from was taken.

(2) *Stay of proceedings.* An appeal shall stay all proceedings in furtherance of the action appealed from unless the Building Inspector shall certify to the Board of Adjustment that by reason of facts stated in the certificate, a stay would, in his or her opinion, cause imminent peril to life or property, in which case proceeding shall not be stayed other than by a restraining order which may be granted by the Board of Adjustment or by a court of equity, after notice of the officer from whom the appeal is taken and on due cause shown.

(3) *Notice of hearing on appeal.* The Board shall fix a reasonable time for the hearing of the appeal or other matter referred to it, and shall mail notices of such hearing to the petitioner and to the owners of property lying within 200 feet of any point of the lot or portion thereof on which a variation is desired, and to all other persons deemed by the Board to be affected thereby, such owners and persons being determined according to the current tax rolls of the County Appraisal District. Depositing of such written notice in the mail shall be deemed sufficient compliance therewith.

(4) *Decision of Board.* The Board shall decide the appeal within a reasonable time. Upon the hearing, any party may appear in person or by agent or attorney. The Board may reverse or affirm, wholly or partly, or may modify the order, requirements, decision or determination appealed from and shall make such order, requirement, decision or determination as in its opinion ought to be made in the premises, and to that end, shall have all powers of the officer or department from whom the appeal is taken.

(C) *Powers and duties of Board.*

(1) *Subpoena witnesses and the like.* The Board shall have the power to subpoena witnesses, administer oaths, and punish for contempt, and may require the production of documents, under such regulations as it may establish.

(2) *Appeal based on error.* The Board shall have the power to hear and decide appeals where it is alleged there is error of law in any order, requirements, decision or determination made by the Building Inspector in the enforcement of this chapter.

(3) *Special exceptions.* The Board shall have the power to hear and decide special exceptions to the terms of this chapter upon which the Board is required to pass as follows or elsewhere in this chapter:

(a) To permit a public utility or public service use or structure in any district, or a public utility or public service building of a ground area and of a height at variance with those provided for in the district in which such public utility or public service building is permitted to be located, when found reasonably necessary for the public health, convenience, safety or general welfare;

(b) To grant a permit for the extension of a use, height, or area regulations into an adjoining district, where the boundary line of the district divides a lot in a single ownership on the effective date of this chapter;

(c) Waive or reduce the parking and loading requirements in any of the districts whenever the character or use of the building is such as to make necessary the full provision of parking or loading facilities, or where such regulations would

impose an unreasonable hardship upon the use of the lot, as contrasted with merely granting an advantage or a convenience;

(d) Permit land within 300 feet of a multi-family dwelling to be improved for the parking spaces required in connection with a multi-family dwelling, but only when there is positive assurance that such land will be used for such purpose during the existence of the multi-family dwelling; and

(e) To determine in cases of uncertainty the classification of any use not specifically named in this chapter.

(4) *Variances*. The Board shall have the power to authorize upon appeal in specific cases such variance from the terms of this chapter as will not be contrary to the public interest, where owing to special conditions, a literal enforcement of the provisions of this chapter will result in unnecessary hardship, and so that the spirit of this chapter shall be observed and substantial justice done, owing to and including the following special conditions:

(a) Permit a variance in the area, setback, height and/or coverage requirements of any district where there are unusual and practical difficulties or unnecessary hardships in the implementation of these provisions due to an irregular shape of the lot, topography or other conditions, provided such variance will not adversely affect any adjoining property or the general welfare; and

(b) Authorize upon appeal, whenever a property owner can show that a strict application of the terms of this chapter relating to the construction or alterations of buildings or structures will impose upon him unusual and practical difficulties or particular hardship, such variances from the strict application of the terms of this chapter as are in harmony with its general purpose and intent. A variance shall be granted only when the Board is satisfied that a such variation will not merely serve as a convenience to the applicant, but will alleviate some demonstrable and unusual hardship or difficulty so great as to warrant a variance from the Community Development Plan of the city, and at the same time protect the value and integrity of nearby property.

(Ord. passed 4-4-2000)



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Requested By: Julius Kizzee, City Administrator

Department: Administration

Agenda
Item No.
11

Is this a Budgeted Item? Yes No

Contract/Agreement General Discussion Ordinance Report Resolution

Attachments: Texas Parks and Wildlife Correspondence; Agricultural Water Conservation Grant Information

Summary of Agenda Item to be considered:

Staff has received several discussion items and points regarding future improvements at the Eight at Tool park.

These improvements include:

- Playground Shades
 - o Shades at the park were discussed at the Council meeting on February 19th, 2026. In recent weeks, Texas Parks and Wildlife has advised the city of Tool that shades for the playground is an eligible grant opportunity, opening in May, with an August 3rd deadline.
- Well Service for the Park
 - o Well Service for the park was approved by the City Council on February 19th, 2026, contingent about discovering more grant opportunities with Texas Water Development Board. In those subsequent conversations with TWDB, staff has been advised that it would take approximately nine months for funds to be released to the city. Staff has applied for the grant with TWDB and is waiting to hear back more information. There are other avenues, including financial assistance for agricultural conservation projects, TWDB-1300 Application.
- Tree Revitalization Progress
 - o Joshua Finley, from Arborfit LLC, will begin his work treating the trees at the park on March 23rd. The tree in the middle of the parking lot will also receive additional treatment in the coming days as well.
- Miscellaneous items for improvements
 - o Staff is requesting future items for consideration for park improvements.

Attached to this agenda item is information regarding the Local Parks Grant Program application that opens in May.

Action Item, as listed on the agenda:

General Discussion on future Eight at Tool park improvements

Recommended Motion to Consider:

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.

Request for Applications - Fiscal Year 2026 Agricultural Water Conservation Grants

The Texas Water Development Board (TWDB) requests applications for Fiscal Year 2026 Agricultural Water Conservation Grants. The TWDB plans to award up to \$1.5 million in grants from the Agricultural Water Conservation Fund. The rules governing the Agricultural Water Conservation Program may be found in 31 Texas Administrative Code Chapter 367.

Summary of the Request for Applications

Solicitation Date (Opening): date published in the *Texas Register*

Due Date (Closing): 2:00 p.m. Central Standard Time, Wednesday, March 18, 2026

Anticipated Award Date: July 2026

Estimated Total Funding: up to \$1,500,000

Eligible Grant Amount: up to \$1,500,000; local match is encouraged but not required

Eligible applicants: state agencies and political subdivisions (as defined by 31 Texas Administrative Code § 367.2)

Contact: Erika Mancha, Director, Conservation and Innovative Water Technologies, Texas Water Development Board, P.O. Box 13231, Austin, Texas 78711-3231, Phone: (512) 463-7932, E- mail: erika.mancha@twdb.texas.gov.

Agricultural Water Conservation Grants

Agricultural water conservation projects that may be eligible to apply must meet the definition of a conservation program or project (31 Texas Administrative Code § 367.2 and § 367.3). Types of conservation projects or programs include but are not limited to irrigation monitoring equipment and software, irrigation scheduling practices, irrigation conveyance efficiency improvements, rainwater harvesting for agricultural irrigation, precipitation enhancement for agriculture, demonstrations and technology transfer, and regenerative agricultural practices.

Projects awarded funding must further water conservation in the state and support the implementation of water conservation and water management strategies in the state water plan (Texas Water Code §§ 17.900–17.902; 31 Texas Administrative Code § 367.5). To receive consideration, projects must meet the eligibility criteria and achieve the following goals:

- Improve agricultural irrigation efficiency through irrigation system improvements.
- Enhance agricultural resilience to weather extremes and climate variability.
- Promote innovation in agriculture by incorporating the latest water conservation technological advancements.

The project description, scope of work, and deliverables should incorporate as many of the following actions and objectives as possible to illustrate how the project will achieve the aforementioned goals:

- Quantify actualized water savings with proven methodology and provide baseline water usage prior to project implementation.
- Engage agricultural producers and water managers through educational outreach in the form of field days, workshops, seminars, or demonstrations in classroom settings and on farms involved in the projects.
- Promote the adoption of innovative water conservation practices and technologies that result in improvements to irrigation efficiency and soil health.
- Identify methods to measure and report water conservation performance metrics such as water usage, soil water holding capacity, and infiltration.
- Determine the long-term sustainability, feasibility, and profitability of the conservation practice(s) by quantifying the return on investment.
- Build upon the success of existing agricultural water conservation efforts.
- Leverage funding support from local, state, federal, and private industry partners.

Grant Amount

The TWDB has up to \$1,500,000 available from the Agricultural Water Conservation Fund for Fiscal Year 2026 Agricultural Water Conservation Grants. The TWDB awards these funds through a statewide competitive grants process and evaluates all proposals based upon the specific criteria set forth in this solicitation and application instructions. Eligible costs are those directly attributed to the project, including planning, design, purchase, acquisition, installation, construction, monitoring, reporting, administration, management, educational outreach, and dissemination of project findings. Indirect expenses such as the applicant's overhead are not eligible for reimbursement and will not count towards the local match when being evaluated by the technical review team. Eligible travel expenses of the contractor and their subcontractors are limited to the maximum amounts authorized for state employees by the General Appropriations Act. Any out-of-state travel expenses must be directly related to the approved scope of work in the contract and should be pre-approved by the Executive Administrator, or designated staff, prior to reimbursement.

Application Instructions

Applications must be consistent with the format provided in the Agricultural Water Conservation Grant Application instructions, which are located on the TWDB website at: www.twdb.texas.gov/about/contract_admin/request/ or available upon request from Erika Mancha, Director, Conservation and Innovative Water Technologies, at (512) 463-7932 or email at erika.mancha@twdb.texas.gov.

Grant applicants must submit one digital copy to Bid-room@twdb.texas.gov by the closing due date, 2:00 p.m. Central Standard Time, March 18, 2026, with a copy to: erika.mancha@twdb.texas.gov.

Please include the subject line of “FY 26 Ag Grant App, [Entity Name], [Amount].”

Contact TWDB at agconservation@twdb.texas.gov if you have any questions regarding qualifications or grant contract specifics.

Application Selection Process and Criteria

Prior to technical review, each application will be screened for completeness and compliance with the provisions of this notice. Incomplete applications and those that do not meet the provisions of this notice and the requirements of 31 Texas Administrative Code §§ 367.5–367.7, as identified in the application instructions, may be eliminated from competition.

Applications meeting the provisions of this notice will be scored by a technical review panel according to the criteria outlined in 31 Texas Administrative Code §§ 367.8 and 367.9, including (1) degree to which the applicant has used other available resources to finance the use for which the application is being made; (2) willingness and ability of the applicant to raise revenue; (3) commitment of the applicant to agricultural water conservation; and, (4) the water conservation benefits that will be gained by making the grant.

In addition to the required considerations and findings, the technical review panel will further evaluate the applications using the following criteria: (1) sound and practical approach for implementing project as per the request for applications guidelines, by achieving the goals; (2) clearly identified tasks that incorporate the actions and objectives, deliverables, products, and reporting timelines; (3) staff with the technical expertise needed to carry out the project; and, (4) proposed cost estimates (budget) that are reasonable, adequately justified, and include supplemental funding sources. Priority consideration may be given to projects focused on quantification of realized water savings.

Prior to approving a grant, the TWDB must find that the grant funds will (1) supplement rather than replace money of the applicant (to aid in making this determination, the applicant must provide an operating budget illustrating the financial need for the grant funds); (2) serve the public interest (in evaluating this factor, the TWDB must include a finding that the grant will assist in the implementation of a water conservation water management strategy identified in the most recent applicable approved regional water plan or state water plan); and, (3) further water conservation in the state (Texas Water Code §§ 17.900– 17.902).

Funding and Partial Funding Provisions

The TWDB reserves the right to reject all proposals and make no awards under this announcement. In addition, the TWDB reserves the right to partially fund proposals by funding discrete activities, portions, or phases of a proposed project. The TWDB also reserves the right to award funding in an amount greater than any stated limits per project, if applicable. If the TWDB decides to partially fund a proposal, it will do so in a manner that does not prejudice any applicants or affect the basis upon which the proposal, or portion thereof, was evaluated or selected for award, and that maintains the integrity of the competition and the evaluation/selection process. The TWDB reserves the right to reject parts of any or all applications if staff determines that the application(s) does not adequately meet the required criteria or if the funding available is less than the requested funding.

Negotiations with Selected Applicants

The applicable scope of work, deliverables, timelines, budgets, and contract terms will be

negotiated after the TWDB awards the selected applicants. Failure to arrive at mutually agreeable terms of a contract with the selected applicant will constitute a rejection of the Board's offer and may result in subsequent negotiations with other applicants.

Limitations on Grant Funding

Based on laws enacted by the 87th Texas Legislature, certain successful applicants will be asked to certify to the following in a contract for grant funding:

Required for Grants to Political Subdivisions:

Enforcement of Certain Federal Laws Regulating Firearms, Firearm Accessories, and Firearm Ammunition. The grant recipient must certify that it is not prohibited from receiving state funds under Texas Penal Code § 1.10(d) (related to federal laws regulating firearms, firearm accessories, and firearm ammunition). The grant recipient must also certify that, during the term of the contract, it will immediately notify the TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Penal Code § 1.10(f).

Required for Grants to Cities or Counties:

Enforcement of Public Camping Bans. The grant recipient must certify that it is not prohibited from receiving state grant funds under Texas Local Government Code § 364.004 (related to public camping bans). The grant recipient must also agree that, during the term of the contract, it will immediately notify the TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Local Government Code § 363.003.

Required for grants to state agencies, including university systems or systems of higher education, cities, counties and special districts and authorities:

Firearm Suppressor Regulation. The grant recipient must certify that it is not prohibited from receiving state grant funds under Texas Government Code § 2.103 (related to the regulation of firearm suppressors). The grant recipient must also agree that, during the term of the contract, it will immediately notify the TWDB, in writing, of any suit against it by the Attorney General of Texas under Texas Government Code § 2.104.

TEXAS PARKS AND WILDLIFE

Recreation Grants FEDERAL SUB-AWARD

Department Contract Number: CA-0008982
Grant Project Number: RT-24025
Sub-Recipient Name (Must match UEI): City of Tool
Sub-Recipient Unique Entity Identifier: LHPCV8F9NSM3
Project Name: The Eight At Tool City Park
Federal Award Identification Number (FAIN): 693JJ22630000Y940TXRT24025
Assistance Listings Number and Title: 20.219
Award Date: 10/22/2025
Period of Performance: 10/22/2025 - 06/30/2029
Federal Award: \$238,917.00
Sub-Recipient Cost Share: \$59,730.00
Total Project Cost: \$298,647.00

SECTION 1 - PROJECT DESCRIPTION AND LOCATION

This sub-award is entered into by the Texas Parks and Wildlife Department (Department), and the City of Tool (Sub-Recipient). This sub-award is funded through U.S. Department of Transportation - Federal Highway Administration issued to the Department on 10/22/2025

The scope of this Grant Agreement includes:
Construction of .58 mile +/- trail with resource surveys and engineering.

Project Location: 805 Oak Circle, Tool, Henderson County, Texas 75143

Latitude: 32.290187
Longitude: -96.186292

Sponsor match to be a combination of cash, in-kind labor/equipment utilizing FEMA equipment rates and volunteer labor at \$21.35 per hour.

This sub-award is not for research and development.

SECTION 2 - SPECIFIC CONDITIONS

N/A. None.

SECTION 3 - PRE-AWARD INCURRENCE OF COSTS

N/A. None.

SECTION 4 - APPROVED INDIRECT COST RATE

N/A. None.

SECTION 5 - KEY OFFICIALS

Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

FOR TEXAS PARKS AND WILDLIFE DEPARTMENT:

Dana Lagarde
Director of Recreation Grants
4200 Smith School Road
Austin, Texas 78744

Grant Manager:

Chris Sheffield
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
chris.sheffield@tpwd.texas.gov

Grant Coordinator:

Matthew Fougerat
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512) 389-8224
matthew.fougerat@tpwd.texas.gov

Audit Team Lead:

Marcy Cavazos Colunga
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744
(512)389-8116
Marcy.CavazosColunga@tpwd.texas.gov

FOR GRANT SUB-RECIPIENT: The Sub-Recipient must request prior written approval from the Department for a change in key personnel identified below.

Official Point of Contact

Julius Kizzee
City Administrator
701 N Tool Dr
Tool, Texas, 75143
(903) 432-3522
jkizzee@tooltexas.org

Project Coordinator

Julius Kizzee
City Administrator
701 N Tool Dr

Tool, Texas, 75143
(903) 432-3522
jkizzee@tooltexas.org

Fiscal Contact

Kimberly Kroha
City Controller
701 N Tool Dr
Tool, Texas, 75143
(903) 432-3522
contact@tooltexas.org

SECTION 6 – STANDARD FINANCIAL MANAGEMENT CONDITIONS

The term “financial management conditions” refers to generally applicable policies and procedures for the accounting, reporting, and management of grant funds. Failure to follow a state or federal law applicable to the disbursement of grant funds may subject the Sub-Recipient to statutory, common law, and contractual remedies that may include administrative action, suspension of grant payments, termination, and in-eligibility for future grants.

The sub-recipient’s financial management system must provide for the following:

- (1) Identification of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the Assistance Listings title and number, Federal award identification number, year the Federal award was issued, and name of the Federal agency or pass-through entity.
- (2) Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements in 2 CFR [200.328](#) and [200.329](#). When a Federal agency or pass-through entity requires reporting on an accrual basis from a subrecipient that maintains its records other than on an accrual basis, the subrecipient is not required to establish an accrual accounting system. This subrecipient may develop accrual data for its reports based on an analysis of the documentation on hand.
- (3) Maintaining records that sufficiently identify the amount, source, and expenditure of Federal funds for Federal awards. These records must contain information necessary to identify Federal awards, authorizations, financial obligations, unobligated balances, as well as assets, expenditures, income, and interest. All records must be supported by source documentation.
- (4) Effective control over and accountability for all funds, property, and assets. The subrecipient must safeguard all assets and ensure they are used solely for authorized purposes. See 2 CFR [200.303](#).
- (5) Comparison of expenditures with budget amounts for each Federal award.
- (6) Written procedures to implement the requirements of [2 CFR 200.305](#).
- (7) Written procedures for determining the allowability of costs in accordance with 2 CFR 200 Subpart E and the terms and conditions of the Federal award.

SECTION 7 - AWARD AND PAYMENT

- A. The Department will provide funding to the Sub-Recipient in an amount not to exceed \$238,917.00 for the project described under Section 1-Project Description and Location and in accordance with the Department-approved Budget Summary attached.
- B. The Sub-Recipient shall obtain prior approval from the Department for budget and program revisions and shall request payment via the Department’s Recreation Grants Online Grant Management System.
- C. Expenses charged against awards under the Sub-award may not be incurred prior to the beginning of the Sub-award, except as provided for in Section 3- Pre-Award Incurrence of Costs, and may be

incurred only as necessary to carry out the approved objectives, scope of work and budget with prior approval from the Department Key Officials. The Sub-Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.

- D. Indirect costs will not be allowable charges against the award unless specifically included as a line item in the approved budget incorporated into the award.
- E. The Sub-Recipient must meet their cost share commitment over the life of the award. At least 20.00% non-federal cost-share is required for costs incurred under this Sub-award.
- F. Reimbursement will be the default method of payment.
- G. Any funds paid to the Sub-Recipient exceeding the amount that the Sub-Recipient is determined to be entitled to under the award constitutes a debt to the State of Texas and must be returned.
- H. Payments made for costs determined to be unallowable by the Department must be refunded to the Department.

SECTION 8- PERFORMANCE REPORTING

The Sub-Recipient must submit quarterly performance reports through the Recreation Grants Online System within 30 calendar days after the reporting period. Sub-Recipient must submit the final performance report 90 calendar days after the conclusion of the period of performance. The Department may extend the due date for any performance report with justification from the Sub-Recipient.

When a significant development that could impact the Sub-award occurs between performance reporting due dates, the Sub-Recipient must notify the Department. When significant developments occur that negatively impact the Sub-award, the Sub-Recipient must include information on its plan for corrective action and any assistance needed to resolve the situation.

SECTION 9- DEVIATIONS AND MODIFICATIONS

The Sub-Recipient is required to report deviations from the approved budget, project or program scope, or objective, and request prior approval from the Department for budget and program plan revisions, in accordance with 2 CFR 200.308 Revision of Budget and Program Plans.

This Sub-award may be modified only by a written instrument executed by the parties. Modifications will be in writing and approved by the Department and the authorized representative of the Sub-Recipient.

SECTION 10- REMEDIES FOR NON-COMPLIANCE

The Department may implement specific conditions if the Sub-Recipient fails to comply with the U.S. Constitution, Federal and State statutes, regulations or the terms and conditions of the award.

If the Department determines that noncompliance cannot be remedied by imposing additional conditions, the Department may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold payments until the Sub-Recipient takes corrective action;
- (2) Disallow costs for all or part of the activity associated with the noncompliance of the Sub-Recipient;
- (3) Suspend or terminate the award in part or in its entirety;
- (4) Recommend suspension or debarment proceedings be initiated by the Federal agency.
- (4) Withhold further funds (new awards or continuation funding) for the project or program; and
- (5) Pursue other legally available remedies.

SECTION 11 - TERMINATION

The award may be terminated in part or in its entirety as follows:

- (1) By the Department if the Sub-Recipient fails to comply with the terms and conditions of the Sub-award.
- (2) By the Department with the consent of the Sub-Recipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- (3) By the Sub-Recipient upon sending the Department a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.
- (4) By the Department pursuant to the terms and conditions of the award, including, to the extent authorized by law, if an award no longer effectuates the program goals or agency priorities.

When the award is terminated in part or its entirety, the Department and the Sub-Recipient remain responsible for compliance with the requirements in 2 CFR 200.344 and 200.345.

Notification of Termination Requirement

The Department must provide written notice of termination to the Sub-Recipient unless the award is being terminated by the Sub-Recipient. If the Sub-Recipient initiates the termination of the award, then the Sub-Recipient must provide written notice of the termination to the Department. The written notice of termination should include the reasons for termination, the effective date, and the portion of the award to be terminated, if applicable.

Opportunities to Object, Hearings, and Appeals

Upon initiating a remedy for noncompliance, the Department must provide the Sub-Recipient with an opportunity to object and provide information challenging the action. The Department will comply with any requirements for hearings, appeals, or other administrative proceedings to which the Sub-Recipient is entitled under any statute or rule applicable to the action.

Effects of Suspension and Termination

Costs to the Sub-Recipient resulting from obligations incurred by the Sub-Recipient during a suspension or after the termination of the award are not allowable unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (1) the costs result from obligations that were properly incurred by the Sub-Recipient before the effective date of suspension or termination, and not in anticipation of it; and
- (2) the costs would be allowable if the award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

SECTION 12 - CLOSEOUT

The Department will close out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the Sub-Recipient. The Sub-Recipient must submit all financial, performance, and other reports as required by the terms and conditions of the grant award. The Sub-Recipient must promptly refund any balances of unobligated cash that Department paid in advance or paid and that is not authorized to be retained by the Sub-Recipient for use in other projects. Liquidation of all costs must occur within 90 days of performance period end date. When justified, the Department may approve extensions for the Sub-recipient.

SECTION 13 - RECORDS RETENTION AND ACCESS

The Sub-Recipient must maintain and retain records until the third anniversary of the later date of (1) the grant completion or expiration or (2) the resolution of all issues that arose from any litigation, claim, negotiation,

audit, open records request, administrative review, or other action involving the grant or documents. Records to be retained include but are not limited to financial records, supporting documentation, and statistical records.

The Federal Agency, Department, the State Auditor's Office, or any of their authorized representatives, must have the right to access any documents, papers, financial statements, or other records of the Sub-Recipient pertinent to the Sub-award, to perform audits, execute site visits, or for any other official use. This right also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interviewing and having a discussion related to such documents or the Sub-award in general. This right of access is not limited to the required retention period but lasts as long as the records are retained.

SECTION 14 -TERMS OF ACCEPTANCE

By accepting funds under this grant, the Sub-Recipient agrees to comply with the terms and conditions of this Sub-award, the Program Guidance, and 2 CFR 200. Sub-Recipient also agrees to comply with assurances and certifications made in its approved grant application, and applicable federal statutes, regulations and guidelines. Sub-Recipient agrees to fulfill the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Any change in local, state, and federal rules, regulations, or laws applicable to the Program that occurs during the term of the Sub-award shall be automatically incorporated into the Sub-award without written amendment and shall become a part of the Agreement as of the effective date of the rule, regulation, or law.

Signature Authority

The person or persons signing this Sub-award on behalf of the Sub-Recipient hereby warrant and guarantee that they are duly authorized by the Sub-Recipient to execute this Sub-award on behalf of the Sub-Recipient and to validly and legally bind the Sub-Recipient to all the terms of this agreement.

Entire Agreement; Modifications Must Be in Writing

This Sub-award and each of its provisions will be binding upon the parties and may not be waived, modified, amended or altered unless with prior written approval by both parties.

Venue; Governing Law

This Sub-award shall be governed by the laws of the State of Texas. The proper place of venue for suit on or in respect of the Agreement shall be Travis County.

SECTION 15 – ATTACHMENTS INCORPORATED BY REFERENCE

The following completed documents are attached to and made part of this Agreement:

SF 424D Construction Assurances - Signature Required (Upload with Signed Grant Agreement)
TPWD Assurances for Federal Subawards - Signature Required (Upload with Signed Grant Agreement)
RTP Instructions for Approved Projects and Guidance
Recreation Grants Manual
Federal Notice of Award (Federal Project Authorization Agreement)
RT24025 TPWD Approved Budget Summary
RT24025 Monitoring Plan

IN WITNESS WHEREOF, the parties hereto have executed this Sub-award on the date(s) set forth below.

TEXAS PARKS AND WILDLIFE DEPARTMENT

Signature: Dana Lagarde

Name and Title: Dana Lagarde Director of Recreation
Grants

Date of Issuance: 12/09/2025

SAM Number, Date, Initials: 12/08/2025 / M.F.

SUB_RECIPIENT NAME: City of Tool

Name and Title: Julius Kizee, City Administrator

Email: contact@tooltexas.org

Phone: (903) 432-3522 x 106

Date: 01-13-2026

Texas Parks and Wildlife Department
Recreation Grants
Uniform Assurances for Federal Subawards

UNIFORM ASSURANCES

Anti-Lobbying Recipient certifies that no federal appropriated funds have been paid or will be paid to any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf to obtain, extend, or modify this grant. If non-federal funds are used by Recipient to conduct such lobbying activities, Recipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. § 1352(b)(5), Recipient acknowledges and agrees that it is responsible for ensuring that each subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

Rights of Assignment Recipient shall not assign its rights under the grant or delegate the performance of its duties under the grant without prior written approval from TPWD. Any attempted assignment in violation of this provision is void and without effect.

Child Support Obligation Recipient represents and warrants that it will include the following clause in the award documents for every subcontract and will require contractors to certify accordingly: "Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract 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."

Clean Air Act and Federal Water Pollution Control Act Recipient represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules, and Requirements Recipient represents and warrants that it will comply and assure the compliance of all its contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Recipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Recipient, the more restrictive requirement applies.

Conflicts of Interest Recipient represents and warrants its compliance with the Federal awarding agency's conflict of interest policies in accordance 2 CFR § 200.112. Recipient represents and warrants that performance under the Grant Agreement will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Recipient represents and warrants that in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the grant, Recipient shall promptly notify Department.

Cybersecurity Training Program Recipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Recipient has access to any state computer system or database, Recipient shall complete Cybersecurity training and verify completion of the training program to the Department pursuant to and in accordance with Section 2054.5192 of the Government Code.

Debarment and Suspension Recipient 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.

Disclosure of Violations of Federal Criminal Law Recipient represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts and Private Foundations Recipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Equal Employment Opportunity The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal

Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the Recipient agrees as follows:

(1) The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The Recipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Recipient's legal duty to furnish information.

(4) The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Recipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Recipient's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Recipient may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with

procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Recipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Recipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Recipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excluded Parties Recipient certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 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.

Executive Head of a State Agency Affirmation Under Section 669.003 of the Texas Government Code, Recipient certifies that it does not employ, or has disclosed its employment of, any former executive head of the Agency.

Funding Limitation Recipient agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of the Department in excess of the funds delineated in this Grant Agreement. Recipient agrees that funding for this Grant Agreement is subject to the actual receipt by the Department of grant funds appropriated to the Department. Recipient agrees that the grant funds, if any, received from the Department may be limited by the term of each state biennium and by specific appropriation authority to and the spending authority of the Department for the purpose of this Grant Agreement. Recipient agrees that notwithstanding any other provision of this Grant Agreement, if the Department is not appropriated the funds or if the Department does not receive the appropriated funds for this grant program, or if the funds appropriated to the Department for this grant program are required to be reallocated to fund other federal or state programs or purposes, the Department is not liable to pay the Recipient any remaining balance on this grant.

Indemnification To the extent permitted by laws and constitution of the State of Texas, Recipient SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND DEPARTMENT, 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 Recipient OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT and any Purchase orders issued under THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY Recipient WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND Recipient MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. Recipient AND DEPARTMENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

Legal Authority Recipient 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 the Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Recipient to act in connection with the application and to provide such additional information as may be required.

Lobbying Expenditure Restriction Recipient represents and warrants that Department's payments to Recipient and Recipient's receipt of appropriated or other funds under the grant are

not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures.

No Waiver of Sovereign Immunity The Parties expressly agree that no provision of the Grant Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law.

Open Meetings If the Recipient is a governmental entity, Recipient represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

Reporting Compliance Recipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention Recipient represents and warrants its compliance with the records retention requirements of 2 CFR § 200.333. Department reserves the right to direct a Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value. Recipient must include the substance of this clause in all subcontracts.

Reporting Suspected Fraud and Unlawful Conduct Recipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

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.

Texas Public Information Act Recipient understands that Department will comply with the Texas Public Information Act (Chapter 552 of the Texas Government Code) as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas. Information, documentation, and

other material in connection with this Grant Agreement or any resulting contract or grant may be subject to public disclosure pursuant to the Texas Public Information Act. In accordance with Section 2252.907 of the Texas Government Code, Recipient is required to make any information created or exchanged with the State pursuant to the contract and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

RECIPIENT NAME: City of Tool

Signature:  _____

Name and Title: City of Tool

Date: 01-13-2026

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

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

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.
14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.
20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE <i>City Administrator</i>
APPLICANT ORGANIZATION <i>City of Tooele</i>	DATE SUBMITTED <i>01/13/2026</i>

1/17/24

12-1-23
 PROPOSED SITE PLAN
 (REVISED)

CITY OF TOOL
The 'EIGHT' at Tool
 TOOL, TEXAS

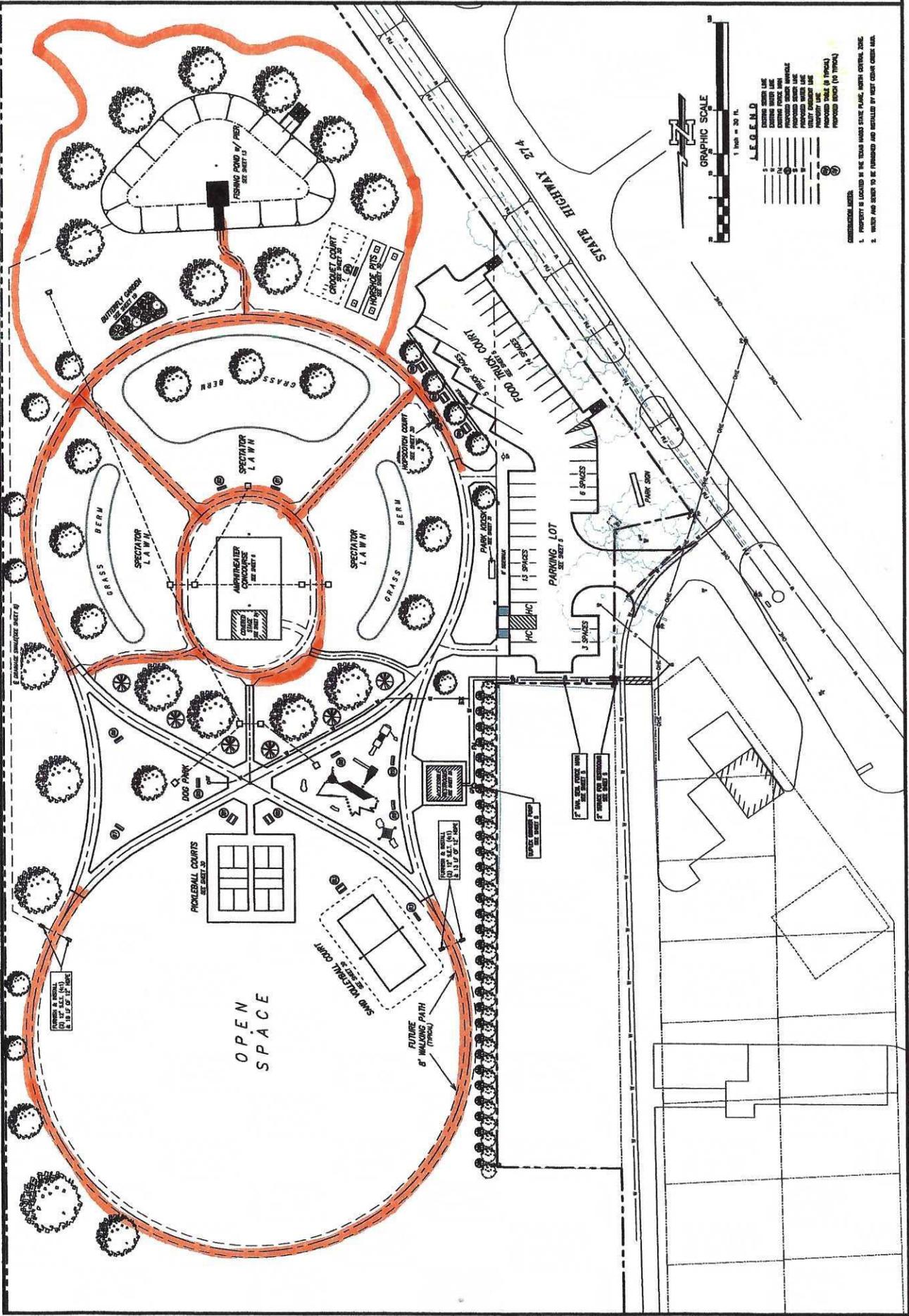
HAYES ENGINEERING, INC.
 Texas Registered Engineering Firm 3-4693
 2120 Avenue 66, Longview, TX 75601-9011
 Tel: (903) 756-2010 • Fax: (903) 756-2099



This document is prepared for the use of the City of Tool, Texas. It is not to be used for construction.

DATE: 1/17/24
 DRAWN BY: S.A.L.K.
 CHECKED BY: S.A.L.K.
 SCALE: AS SHOWN
 JOB NO.: 24-01-01

SHEET 1 OF 1



LEGEND

EXISTING SEWER LINE
EXISTING WATER LINE
EXISTING POWER LINE
EXISTING TELEPHONE LINE
PROPOSED SEWER LINE
PROPOSED WATER LINE
PROPOSED POWER LINE
PROPOSED TELEPHONE LINE
PROPOSED TRAIL (TO TRUCK)
PROPOSED DRIVE (TO TRUCK)

- CONSTRUCTION NOTES:**
- PROPERTY IS LOCATED IN THE TEXAS HAZARDOUS SUBCATEGORICAL ZONE.
 - TRUCKS AND TRAILERS TO BE PARKED AND INSTALLED BY WEST COAST CRANE RENT.

Project Cost Summary and Budget Narrative

Sponsor: The City of Tool
Project Name: The Eight At Tool City Park
Project Number: RT-24025

	Unit Description	Approved Federal Share	Approved Total Cost
Service Delivery Costs			
Labor (Force Account)		\$0.00	\$0.00
Construction Costs (Contracted Services for Construction) and Materials/Supplies		\$230,917.00	\$288,647.00
Construction Costs - Contracted Services, Materials / Supplies	Lump Sum	\$230,917.00	\$288,647.00
Environmental Surveys		\$0.00	\$0.00
Engineering and Professional Services		\$0.00	\$0.00
Equipment Rental/Use		\$8,000.00	\$10,000.00
Equipment Rental	Lump Sum	\$8,000.00	\$10,000.00
Miscellaneous		\$0.00	\$0.00
TOTAL PROJECT COST		\$238,917.00	\$298,647.00

ROUNDED TOTAL (Automatically rounded up to the nearest hundred dollars)	\$238,917.00	\$298,647.00
--------------------------------------------------------------------------------	---------------------	---------------------

Total Project Cost:	\$298,647.00
Approved Federal Funds:	\$238,917.00
Required Sponsor Match:	\$59,730.00

Recipient Monitoring Plan Recreation Grants Branch Planning and Construction Grants

Purpose:

As per 2 CFR §200.332(d) and Texas Grant Management Standards, TPWD is required to monitor the activities of the recipient as necessary to ensure that the award is used for authorized purposes, in compliance with state and federal statutes, regulations, and the terms and conditions of the award; and that performance goals are achieved. TPWD may identify monitoring tools and/or specific conditions to be used to ensure proper accountability and compliance with program requirements and achievement of performance goals. The TPWD Grant Coordinator must document monitoring of the recipient for the duration of the project and file where appropriate TPWD staff can access for future audits.

Instructions:

Select any monitoring tools and/or specific conditions which should be implemented for this recipient based on the results of the risk assessment. Upon completion, this form is to be attached to the grant agreement by the Grant Coordinator, filed in the appropriate folder by the managing Federal Aid Coordinator, and uploaded into the CAPPs contract entry by the managing Contract Specialist.

Recipient Name (<i>must match name of UEI</i>): City of Tool	
Recipient Official Point of Contact: Julius Kizzee , jkizzee@tooltexas.org	
Recipient Type: Local Government	EIN/UEI Number: LHPCV8F9NSM3
Federal Award Number: 693JJ22630000Y940TXRT24025	CFDA: 20.219
Completed By: Matthew Fougerat	Date of Assessment: 10/23/0205

Due to the complexity of TPWD Recreation Grant projects, the following monitoring tools and/or specific conditions are included regardless of the organization’s assessed level of risk.

1. Quarterly Status Reports via Recreation Grants Online (RGO)
2. Payment by reimbursement.
3. 5% retainage until all required documentation has been provided by the recipient.
4. Site visits as required by the state or federal agency.
5. Final site inspection prior to final payment and closeout (construction).

The following monitoring tools and/or specific conditions will also be imposed based on the organization’s assessed level of risk:

- Grant management training or other technical assistance
- Pre-award meeting with programmatic and fiscal staff (new subrecipient, new Principal Investigator, new fiscal staff, etc.)
- Additional site visits, inspections, or desk reviews.
- Other: [Click here to enter text.](#)

RECREATIONAL TRAILS GRANT SITE QUESTIONNAIRE

A RESPONSE TO THIS FORM IS REQUIRED IN ORDER FOR YOUR GRANT PROJECT TO ENTER THE RESOURCE REVIEW STAGE. THIS FORM IS DUE 30 DAYS AFTER RECEIPT. Please also submit any additional supporting documentation (e.g., biological or archeological survey) that will aid in the federal resource review of your project. After completing this form, you must SAVE and then upload it to Recreation Grants Online. Please be sure your saved version contains your text entries. Please note that your grant will then proceed to the resource review stage where it will remain for a number of additional months. No construction activities may begin until you receive a grant agreement and a notice to proceed with construction. If you have any technical issues with this PDF form, you may submit the answers as a word document.

Project Sponsor Entity:

Project Name:

Please estimate the amount of ground disturbance associated with each individual aspect your project in Length x Width x Depth. Provide an estimate of the total ground disturbance associated with your project in total cubic yards and describe the methodology and/or calculations used to come up with this estimate

Are you aware of any archeological resources at the project site? If so, please describe.

Are you aware of any prior archeological/historic resource surveys or studies conducted on or near the project site? If so, please cite the reports here.

Are you aware of any historic-age (45 years or older) structures or ruins at the project site? If so, please describe.

Are you aware of any historic-age bridges within the project area? If so, please describe.

Are you aware of any historic-age rock masonry features within the project area? If so, please describe.

Are you aware of any federally endangered species present at the project site? If so, please describe.

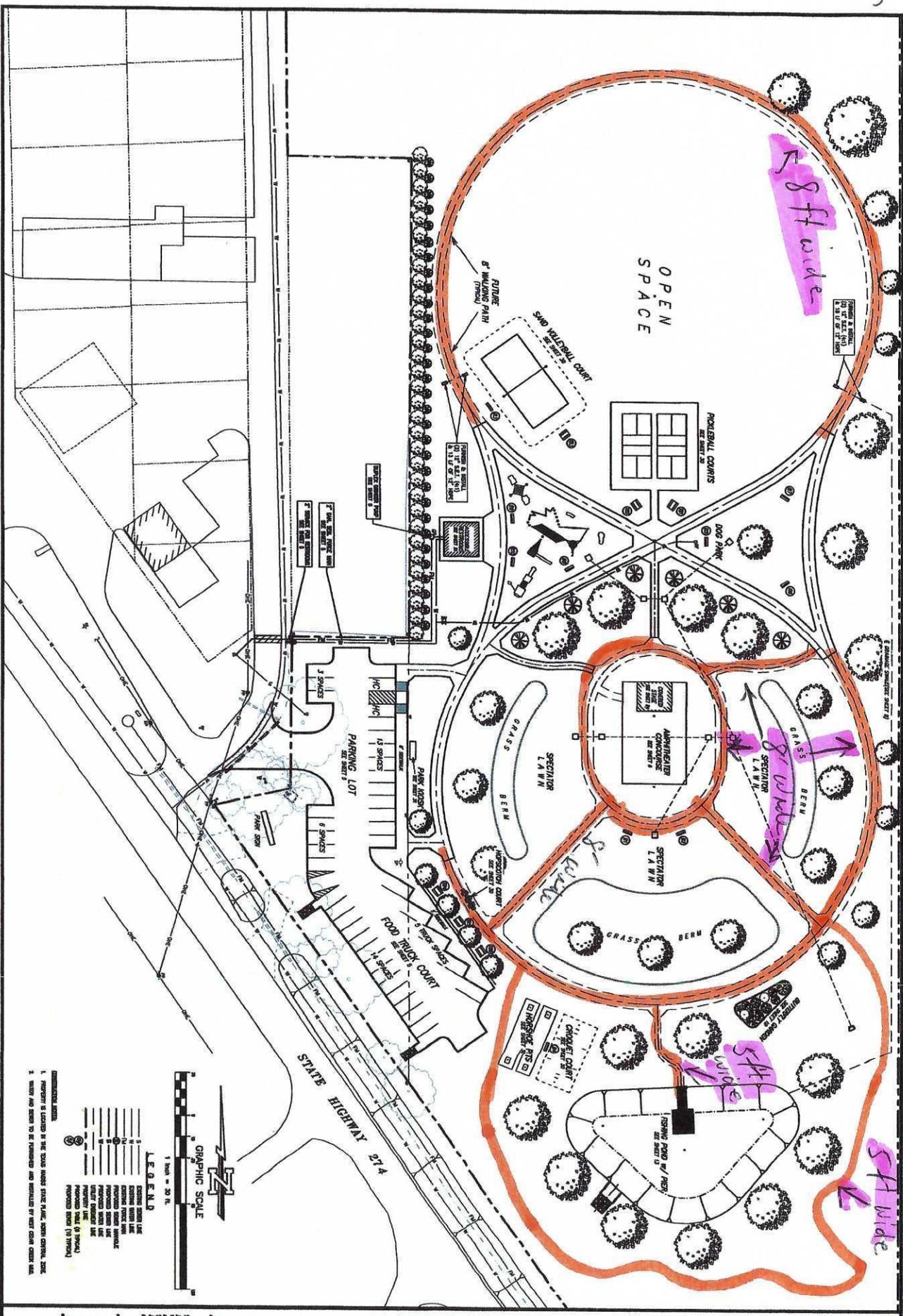
Will your project require the movement of any public utility supply or transmission lines? If so, please describe.

Will your project require coordination with a railroad? If so, please describe.

Is your project located on a federal highway right of way? If so, please describe.

Does your project involve the acquisition or lease of property? If so, please describe.

R. J. [Signature]



Orange highlights indicate Budget Shortfall Grant Request

1/17/24

LEGEND
 1 inch = 30 ft
 GRAPHIC SCALE
 NORTH ARROW

1	SOLID LINE	EXISTING BOUNDARY LINE
2	DASHED LINE	EXISTING PROPERTY LINE
3	DOTTED LINE	PROPOSED BOUNDARY LINE
4	DASHED LINE	PROPOSED PROPERTY LINE
5	SOLID LINE	PROPOSED DRIVE
6	DOTTED LINE	PROPOSED DRIVE (10' TYPICAL)
7	SOLID LINE	PROPOSED DRIVE (10' TYPICAL)
8	DOTTED LINE	PROPOSED DRIVE (10' TYPICAL)

CONSTRUCTION NOTES
 1. PROPERTY IS LOCATED IN THE TOOL ANNUAL STATE PLANNING, NORTH CENTRAL ZONE.
 2. WATER AND SEWER TO BE FURNISHED AND INSTALLED BY WEST COAST CITIES WATER.
 3. WATER AND SEWER TO BE FURNISHED AND INSTALLED BY WEST COAST CITIES WATER.

This document is prepared for the project of [Project Name] by [Company Name] on [Date]. It is the property of [Company Name] and is not to be distributed or used for any other project without the written consent of [Company Name].

DATE: 12-1-23
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 DESIGNED BY: [Name]
 PROJECT NO.: [Number]
 SHEET NO.: [Number] OF [Total Sheets]

HAYES ENGINEERING, INC.
 Texas Registered Engineering Firm E-1465
 2126 Alpine St. Longview, TX 75601-3401
 Tel: (803) 758-2010 • Fax: (803) 758-2099

CITY OF TOOL
 The 'EIGHT' at Tool
 TOOL, TEXAS

PROPOSED SITE PLAN
 (REVISED)
 12-1-23

1 OF 1 SHEETS



Park Entrance
805 Oak Circle Dr.



Park View
West to East



Park View EAST to WEST



TEXAS PARKS AND WILDLIFE DEPARTMENT

RECREATION GRANTS BRANCH MANUAL
SEPTEMBER 2025

Table of Contents

Table of Contents	1
Definitions	3
Acronyms	3
Introduction	3
Purpose	3
Authority	4
About Recreation Grants Branch	4
Compliance	5
Laws, Policy and Guidance	5
Conflict of Interest Standards	5
Reporting Suspected Fraud and Unlawful Conduct.....	6
Mandatory Disclosures	6
Standard Financial Management Conditions.....	6
Federal Grant Programs.....	6
State Grant Programs.....	6
Statutory and Policy Requirements	7
Financial Management.....	7
Internal Controls	7
Cost Principles.....	8
General Provisions	8
Allowability of Costs.....	8
Reasonable Costs	8
Allocable Costs	9
Application	9
Recreation Grants Online.....	9
Resolution	9
Eligibility.....	9
Evaluation	10
Pre-Award Risk Review of Applicants	10
Award.....	11
Pre-Agreement Elements Required	11
Agreement Process	11
Revision of Budget and Grant Agreement	11
Payments.....	11

Reporting.....	12
Period of Performance.....	12
Close Out.....	12
Collection of Amounts Due.....	13
Remedies for Noncompliance.....	13
Additional Specific Conditions and Corrective Action	13
Termination.....	14
Notification of Termination Requirement	14
Opportunity to Object or Appeal	14
Effects of Suspension and Termination	14
Post Award	14
Audits	14
Records Retention.....	15
Post-Closeout Adjustments and Continuing Responsibilities	15
Contact Information.....	16

Definitions

Application - The document(s) submitted in response to a Request for Applications or other Notice of Funding Opportunity for financial assistance.

Award – The grant agreement.

Pass-through entity - A grant recipient or sub-recipient that provides a subaward to a subrecipient to carry out part of a state or federal program. The authority of the pass-through entity flows through the subaward agreement between the pass-through entity and sub-recipient.

Period of Performance - The time during which the recipient or sub-recipient may incur new obligations to carry out the work authorized under the award.

Recipient - Refers to both grant recipients and sub-recipients. It does not include a beneficiary or participant.

Subaward - An award provided by a pass-through entity to a sub-recipient for the sub-recipient to carry out part of a state or federal award received by the pass-through entity. It does not include payments to a contractor, beneficiary, or participant.

Acronyms

Branch – Recreation Grants Branch

GAGAS - Generally Accepted Government Auditing Standards

GASB – Government Accounting Standards Board

NOFO – Notice of Funding Opportunity

PII – Personally Identifiable Information

RGO – Recreation Grants Online

SAM - System for Award Management

TPWD - Texas Parks and Wildlife Department

TXGMS - Texas Grant Management Standards

UEI - Unique Entity Identifier

Introduction

Purpose

The purpose of this manual is to provide an overview of the standards and requirements for the application, evaluation and award of all grants administered by the Texas Parks and Wildlife Department’s Recreation Grants Branch. The

Recreation Grants Manual is adopted by reference under the Texas Administrative Code Title 31; Part2; Rule 61.132 and replaces the previous Local Park Grants Manual PWD RP P4000-1445.

Authority

TPWD authority for the Recreation Grants Programs is provided in the following State Statutes:

1. Parks and Wildlife Code Chapter 11 Subchapter C Special Accounts
2. Parks and Wildlife Code Chapter 13 Subchapter D Participation in Federal Programs
3. Parks and Wildlife Code Chapter 24 State Assistance for Local Parks
4. Parks and Wildlife Code Chapter 29 Off-Highway Vehicle Trail and Recreational Area Program
5. Tax Code Subchapter M Disposition of Proceeds
6. General Appropriations Act

About Recreation Grants Branch

The Recreation Grants Branch is housed within the State Parks Division and supports the Texas Parks and Wildlife Department mission by administering federal and state grant funds to manage and conserve the natural and cultural resources of Texas and to provide hunting, fishing and outdoor recreation opportunities for the use and enjoyment of present and future generations. This is accomplished by providing competitive state and federal grant funding opportunities to eligible entities throughout Texas.

The Recreation Grants Branch adheres to the TPWD's core values of Stewardship, Service, Excellence, Integrity and Teamwork by striving to fulfill our Vision:

"We will be the leaders in recreational grants management while delivering the highest quality customer service.

We will be agents of positive change by providing access to sustainable recreational opportunities for the wellness and enjoyment of all people.

We will manage our resources responsibly, inspiring generations of future stewards."

The Branch's grant opportunities come from both state and federal funding sources. Each funding source provides unique guidance; therefore, it is not possible to streamline all aspects of the grant process. This manual captures those areas where the Recreation Grants Branch identified or established commonalities across programs.

Grant funding administered by the Recreation Grants Branch is divided into five main programs. Each program includes one or more grant opportunities and/or funding sources; each with their own standards and requirements for application, evaluation, and award. Program specific requirements can be found in the Program Guidance Manuals for each located under Information in the [Recreation Grants Online Resources](#) menu.

The five main programs and the various grant opportunities are listed below:

1. Boating Grants Program
 - a. Boating Access Grant
 - b. Boating Infrastructure Grant
 - c. Clean Vessel Grant
2. Community Outdoor Outreach Program Grants
3. Local Park Grants Program
 - a. Urban and Non-urban Outdoor Recreation Grants
 - b. Urban and Non-urban Indoor Recreation Grants
 - c. Small Community Recreation Grants

- d. Outdoor Recreation Legacy Partnerships Grants
- e. Readiness and Environmental Protection Integration – Readiness and Recreation Initiative Grants
- 4. Recreational Trails Grants Program
 - a. Non-motorized Recreational Trails Grants
 - b. Motorized Recreational Trails Grants
 - c. Motorized OHV Decal Grants
- 5. Target Range Grants Program

Compliance

Laws, Policy and Guidance

Although each grant opportunity has unique rules, all grants must conform to the following laws, policies, and guidance as applicable:

1. Texas Government Code Chapter 783 Uniform Grant and Contract Management apply to state and local governments.
2. Texas Grant Management Standards (TXGMS) applies to those grants and contracts governed by Chapter 783 of the Texas Government Code. To further consistency and accountability across federal and state grant programs, TPWD applies the TXGMS to all entities that receive grant funds regardless of whether TXGMS is mandated by statute.
3. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) apply to all federal grants.

When state funds are allocated to a federal grant program, federal laws, policy and guidance will apply. Exceptions to this may occur when state and federal law, policy or guidance conflicts with one another. In that case, the Director of Recreation Grants will consult with TPWD legal counsel.

To ensure a seamless adoption of changes to state and federal laws and regulations, this document is automatically amended to include all modifications to any associated state or federal regulations that occur after the publication date.

Conflict of Interest Standards

The applicant must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent, board member with real or apparent conflict of interest may participate in the selection, award, or administration of a contract supported by the award. A conflict of interest includes when the employee, officer, agent, or board member, any member of their immediate family, their partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or tangible personal benefit from an entity considered for a contract. An employee, officer, agent, and board member of the recipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors. However, an unsolicited item of nominal value may be accepted under a written policy of the recipient.

If the recipient has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian Tribe, the recipient must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

Reporting Suspected Fraud and Unlawful Conduct

Recipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

Mandatory Disclosures

An applicant, recipient, or subrecipient of a Federal award must promptly disclose whenever, in connection with the Federal award (including any activities or subawards thereunder), it has credible evidence of the commission of a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code or a violation of the civil False Claims Act ([31 U.S.C. 3729-3733](#)). The disclosure must be made in writing to the Federal agency, the agency's Office of Inspector General, and pass-through entity (if applicable). Recipients and subrecipients are also required to report matters related to recipient integrity and performance in accordance with [Appendix XII to Part 200](#). Failure to make required disclosures can result in any of the remedies described in [§ 200.339](#). (See also [2 CFR part 180](#), [31 U.S.C. 3321](#), and [41 U.S.C. 2313](#).)

Standard Financial Management Conditions

The term "financial management conditions" refers to generally applicable policies and procedures for the accounting, reporting, and management of funds that state agencies require Recipients to follow in the administration of grants and contracts. The financial management conditions vary depending on the funding source and type of transaction. Therefore, the Standard Financial Management Conditions are categorized according to federal grant programs and state grant programs. Failure to follow a state or federal law applicable to the disbursement of grant funds may subject the Recipient to statutory, common law, and contractual remedies that may include administrative action, suspension of grant payments, termination, and ineligibility for future grants.

Federal Grant Programs

For federally funded grant programs administered by the State, a subrecipient must comply with the Standard Financial Management Conditions that comprise the following:

- (1) the federal program legislation as well as any associated regulations and program-specific policy statements issued by the Federal awarding agency,
- (2) the Uniform Guidance and any applicable Federal awarding agency regulations located in Subtitle B of Title 2 of the Code of Federal Regulations,
- (3) as permitted by the Uniform Guidance, a state agency's subaward may include additional specific award conditions, and
- (4) requirements the state agency imposes on the subrecipient in order for the state agency to meet its own responsibility to the Federal awarding agency (e.g., the applicable terms and conditions of the Federal agency's award).

In addition, recipients must comply with applicable state law and fiscal policy in the administration of federal grant programs.

State Grant Programs

For grant programs wholly funded by the State, a Recipient under a grant from a state agency must comply with the Standard Financial Management Conditions in the [Texas Grant Management Standards](#) published by the Texas Comptroller's Office.

Statutory and Policy Requirements

The Recipient is responsible for complying with all requirements of the state award. The Recipient must manage and administer the state award in a manner to ensure that funding provided through the state award is expended and associated programs are implemented in full accordance with state law and public policy requirements.

Financial Management

Each recipient must expend and account for the state award in accordance with applicable laws for expending and accounting for the recipient's funds. All recipient financial management systems, including records documenting compliance with applicable statutes, regulations, and the terms and conditions of the state award, must be sufficient to permit the preparation of reports required by the terms and conditions, and tracking expenditures adequate to establish that funds have been used in accordance with the applicable laws, rules, and terms and conditions of the state award. The recipient's financial management system must provide for the following:

- (1) Identification of all state awards received and expended and the state programs under which they were received. State program and state award identification must include, as applicable, the state award identification number, year the state award was issued, and name of the state agency or pass-through entity.
- (2) Accurate, current, and complete disclosure of the financial results of each state award or program in accordance with the reporting requirements in the Financial Reporting and Monitoring and Reporting Program Performance sections of TXGMS.
- (3) Maintaining records that sufficiently identify the amount, source, and expenditure of state funds for state awards. These records must contain information necessary to identify state awards, authorizations, obligations, unobligated balances, as well as assets, expenditures, income, and interest. All records must be supported by source documentation.
- (4) Effective control over, and accountability for, all funds, property, and assets. The recipient must safeguard all assets and ensure they are used solely for authorized purposes.
- (5) Comparison of expenditures with budget amounts for each state award.
- (6) Written procedures to implement the requirements of the Payment section of TXGMS.
- (7) Written procedures for determining the allowability of costs in accordance with the TXGMS Cost Principles section and the terms and conditions of the state award.

Internal Controls

The Recipient must:

- (1) establish, document, and maintain effective internal control over the award that provides reasonable assurance that the recipient is managing the award in compliance with statutes, rules, and the terms and conditions of the award;
- (2) comply with statutes, rules, and the terms and conditions of the award;
- (3) evaluate and monitor compliance with statutes, rules, and the terms and conditions of awards;
- (4) take prompt action when instances of noncompliance are identified; and
- (5) take reasonable cybersecurity and other measures to safeguard information including protected personally identifiable information (PII) and other types of information.

Cost Principles

General Provisions

The application of these Cost Principles is based on the following fundamental premises:

- (1) The Recipient is responsible for the efficient and effective administration of the award through sound management practices.
- (2) The Recipient assumes responsibility for administering grant funds in a manner consistent with state and federal statutes, regulations, and the terms and conditions of the award.
- (3) The Recipient is responsible for employing organization and management techniques necessary to ensure the proper and efficient administration of the award.
- (4) The accounting practices of the Recipient must be consistent with these cost principles and support the accumulation of costs as required by these cost principles, including maintaining adequate documentation to support costs charged to the award.
- (5) The Recipient may not earn or keep any profit resulting from financial assistance, unless explicitly authorized by law and the terms and conditions of the award.

Allowability of Costs

Except where otherwise authorized by statute, costs must meet the following criteria to be allowed under awards:

- (1) Be necessary and reasonable for the performance of the award and be allocable thereto under these principles
- (2) Conform to any limitations or exclusions set forth in these principles or in the award as to types or amount of cost items.
- (3) Be consistent with policies and procedures that apply uniformly to both grant-financed and other activities of the Recipient.
- (4) Be accorded consistent treatment. For example, a cost must not be assigned to a state or federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the state or federal award as an indirect cost. (No double dipping.)
- (5) Be determined in accordance with GASB standards.
- (6) Be adequately documented.

Reasonable Costs

A cost is reasonable if it does not exceed an amount that a prudent person would incur under the circumstances prevailing when the decision was made to incur the cost. In determining the reasonableness of a given cost, consideration must be given to the following:

- (1) whether the cost is generally recognized as ordinary and necessary for the Recipient's operation or the proper and efficient performance of the award;
- (2) the restraints or requirements imposed by such factors as sound business practices; arm's-length bargaining; federal, state, local, tribal, and other laws and regulations; and terms and conditions of the award;
- (3) market prices for comparable costs for the geographic area;

(4) whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the organization, its employees, the public at large, and the state or federal government; and

(5) whether the cost represents a deviation from the Recipient's established written policies and procedures for incurring costs.

Allocable Costs

The cost is allocable to an award if the cost is assignable to that award in accordance with the relative benefits received. This standard is met if the cost satisfies any of the following criteria:

- (1) is directly related or incurred specifically for the award;
- (2) benefits both the award and other work of the Recipient and can be distributed in proportions that may be approximated using reasonable methods; or
- (3) is necessary to the overall operation of the Recipient and is assignable in part to the award in accordance with these cost principles.

Application

Notice of Funding Opportunities are announced via the Recreation Grants E-newsletter. Sign up on our website: [Texas Parks and Wildlife Department](#)

Recreation Grants Online

Recreation Grants Online (RGO) is an integrated grants management system. All competitive grant opportunities offered by the Branch are made available and administered through [Recreation Grants Online](#) .

The Recreation Grants Branch will not accept or evaluate a project proposal that is not submitted via [Recreation Grants Online](#) .

Resolution

A resolution, motion or similar action must be adopted or passed as an official act of the applicant's governing body, and must contain the following, as applicable :

1. Authorizes the filing of the application, including all understandings and assurances contained therein.
2. Directing and authorizing the person identified as the official representative, or the designee of Recipient to act in connection with the application and to provide such additional information as may be required.
3. Certifying that sufficient funds are available to meet its share, if any, of the cost of the project.
4. Certifying that acquired or developed areas will be operated and maintained at the expense of the subdivision for public outdoor/indoor recreation use.
5. Any program specific requirements listed in the grant program guidance manual.

Eligibility

The Branch will not score an application that is submitted by an ineligible entity.

The Branch will not score an application that is not administratively complete. An administratively complete application is an application that is in substantive compliance with the requirements determined by the Branch.

If an applicant is compliant with the conditions of previous grant agreements with TPWD, the application will be reviewed and considered for funding. If the applicant is not in compliance with previous grant agreements, Branch Management may request the applicant submit an action plan for addressing deficiencies or problematic issues. If the applicant is unable to provide, to Branch Management's satisfaction, evidence that the deficiencies or problematic issues in question can or will be resolved, TPWD may choose not to score the application or consider it further.

Evaluation

The grant evaluation process is designed to ensure a fair and equitable evaluation of all applications for grant assistance. All applications are initially reviewed for eligibility by Branch staff. All eligible applications are then ranked by a review committee according to the priorities or scoring criteria for that grant program. Grant review committee members may come from inside or outside the agency and must sign a conflict-of-interest disclosure prior to participation. The committee recommendations are sent through the appropriate TPWD signature and approval process. Each grant application must follow the evaluation and approval requirements set forth in that grant program's laws, policies, and guidance.

Applications for grants shall be scored according to the provisions of the grant program applied and shall be ranked in relation to the scores of other applications under consideration.

Once approved by TPWD, federally funded awards must be submitted to the federal awarding agency for final approval. State funded grants will move directly into the award phase.

Pre-Award Risk Review of Applicants

Prior to making an award, TPWD must review the risk posed by grant applicants. As part of the pre-award risk review, TPWD may review eligibility qualifications and financial integrity information available through government repositories such as the System for Award Management (SAM.gov). Awards may not be made to entities that are subject to suspension or debarment as indicated on the Texas Debarred Vendor List or System for Award Management.

This assessment helps identify risks that may affect the advancement toward or the achievement of a project's goals and objectives. Risk assessments assist grant program managers in determining appropriate resources and time to devote to project oversight and monitor recipient progress. If TPWD determines that a subaward will be made, specific conditions that correspond to the degree of risk assessed may be applied to the award. In evaluating risks posed by applicants, TPWD may consider the following:

- (a) financial stability;
- (b) the applicant's record of effectively managing financial risks, assets, and resources;
- (c) quality of management systems and ability to meet the management standards;
- (d) the applicant's record of managing previous and current awards, including compliance with reporting requirements and conformance to the terms and conditions of state and federal awards, if applicable;
- (e) reports and findings from audits performed, if applicable; and
- (f) the applicant's ability to effectively implement statutory, regulatory, or other requirements imposed on the grantee via the award.

Award

Pre-Agreement Elements Required

During the pre-agreement phase, programmatic and/or financial documentation may be requested from the grantee through the RGO system. Specific to each grant program, the project may also enter an environmental evaluation process during this phase.

Agreement Process

During the award phase, a grant agreement is produced using a template approved by the TPWD's Legal Division.

The Recipient must enter into a written grant agreement with TPWD. The terms and conditions of the grant agreement with the Recipient must address, as applicable, the following: Uniform Assurances, Standard Financial Management Conditions, program legislation, program specific requirements, relevant public policy requirements, including General Appropriations Act provisions, and specific conditions tailored to the Recipient.

Revision of Budget and Grant Agreement

The Recipient is required to report deviations from the approved budget, project or program scope, or objective, and request prior written approval from TPWD for budget and program plan revisions. The Recipient must request prior written approval from TPWD for one or more of the following programs and budget-related reasons:

- (1) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
- (2) Change in key personnel (including employees and contractors) that are identified by name or position in the award.
- (3) The disengagement from a project for more than three months, or a 25 percent reduction in time and effort devoted to the award over the course of the period of performance, by the approved project director or principal investigator.
- (4) The inclusion of costs that require prior approval in accordance with TXGMS.
- (5) The transfer of funds budgeted for participant support costs to other budget categories.
- (6) Subaward activities not proposed in the application and approved in the award.
- (7) Changes in the total approved cost sharing amount.
- (8) The need arises for additional funds to complete the project.
- (9) Transferring funds between the construction and non-construction work under the award.
- (10) A no-cost extension (meaning an extension of time that does not require the obligation of additional funds) of the period of performance.
- (11) Other circumstances specified in the award.

Payments

TPWD distributes grant money on a reimbursement basis within 30 calendar days after receipt of a complete and correct request for payment. TPWD will notify the Recipient of an error in a request for payment, including incomplete supporting

documentation, no later than the 21st day after the date the invoice is received. Exceptions to this rule may be made during holidays or at the end of the Fiscal Year.

Under limited circumstances, Recipients may request an advance payment. Grant payments by the advanced method involve TPWD providing funds to the Recipient before expenses are incurred. This method is used to provide Recipients with upfront cash flow to support their projects. The advance payment is currently available on a case-by-case basis and must be reviewed by the Recreation Grants Director for approval. If approved, funds must be spent within three months. Supporting documentation must be submitted to TPWD prior to any future grant payments.

For more detailed information, please refer to the Recreation Grants Branch Payment Guidance document found under the resources tab in RGO.

Reporting

Recipients must submit quarterly performance reports 30 calendar days after the reporting period unless otherwise specified in the award. Final performance reports are due 90 calendar days after the conclusion of the period of performance for construction grants and 45 calendar days for the Community Outdoor Outreach Program grants.

Reports must be submitted through Recreation Grants Online.

When a significant development that could impact the award occurs between performance reporting due dates, the Recipient must notify TPWD. Significant developments include problems, delays, or adverse conditions that will impact the Recipient's ability to meet milestones or the objectives of the award. When significant developments occur, the Recipient must include information on their plan for corrective action and any assistance needed to resolve the situation. TPWD may conduct in-person or virtual site visits as warranted.

Period of Performance

A Recipient may charge to the award only allowable costs incurred during the period of performance and any costs incurred before TPWD made the award that were authorized by TPWD.

Close Out

TPWD will close out the award when it determines that all applicable administrative actions and all required work of the award have been completed by the Recipient. Closeout activities include the following:

- (1) The Recipient must submit all required reports.
- (2) The Recipient must liquidate all obligations incurred under the award no later than the liquidation date indicated in the award or 90 calendar days after the conclusion of the period of performance for construction grants and 45 days for the Community Outdoor Outreach Program grants.
- (3) Closeout activities are not complete if payment by TPWD to the Recipient is outstanding for allowable reimbursable costs under the award being closed out.
- (4) The Recipient must promptly refund any unobligated funds that TPWD paid and that are not authorized to be retained.
- (5) Consistent with the terms and conditions of the award, TPWD must make all necessary adjustments to the state share of costs after closeout reports are received (for example, to reflect the disallowance of any costs or the de-obligation of an unliquidated balance).

(6) The Recipient must account for any property acquired with state grant funds in accordance with the Property Standards and Performance and Financial Monitoring and Reporting sections of the TXGMS; or with the Property Standards 2 CFR 200.310 – 200.316 for property acquired with federal grant funds.

Collection of Amounts Due

Any state or federal funds paid to the Recipient in excess of the amount that the Recipient is determined to be entitled to under the award constitute a debt to the State of Texas.

Remedies for Noncompliance

Additional Specific Conditions and Corrective Action

TPWD may implement specific conditions if the Recipient fails to comply with statutes, rules, or the terms and conditions of the award, under the following circumstances:

- (1) when a Recipient has a history of failure to comply with the terms and conditions of awards;
- (2) when a Recipient fails to meet expected performance goals contained in award; or
- (3) when a Recipient has inadequate financial capability to perform the award.

Specific conditions may include the following:

- (1) requiring payments as reimbursements;
- (2) withholding authority to proceed to the next phase until receipt of evidence of acceptable performance;
- (3) requiring additional or more detailed financial reports;
- (4) requiring additional project monitoring;
- (5) requiring the Recipient to obtain technical or management assistance; or
- (6) establishing additional prior approvals.

Prior to imposing specific conditions, TPWD will notify the Recipient as to:

- (1) the nature of the specific conditions;
- (2) the reason why the specific conditions are being imposed;
- (3) the nature of the action needed to remove specific conditions;
- (4) the time allowed for completing the actions; and
- (5) the method for requesting TPWD to reconsider imposing a specific condition.

Once the circumstances that prompted the imposition of the specific conditions have been corrected, TPWD will remove the specific condition(s) upon written request of the Recipient. If TPWD determines that noncompliance cannot be remedied by imposing additional conditions, TPWD may take one or more of the following actions, as appropriate in the circumstances:

- (1) Temporarily withhold payments until the Recipient takes corrective action;
- (2) Disallow costs for all or part of the activity associated with the noncompliance;

- (3) Suspend or terminate the award in part or in its entirety;
- (4) Withhold further grant funds (new awards or continuation funding) for the project or program; and
- (5) Pursue other legally available remedies.

Termination

The state award may be terminated in part or in its entirety as follows:

- (1) By TPWD if the Recipient fails to comply with the terms and conditions of the award.
- (2) By TPWD with the consent of the Recipient, in which case the two parties must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.
- (3) By the Recipient upon sending TPWD a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if TPWD determines that the remaining portion of the award will not accomplish the purposes for which the award was made, TPWD may terminate the award in its entirety.
- (4) By TPWD for cause.
- (5) By TPWD for convenience.

Notification of Termination Requirement

TPWD will provide written notice of termination to the Recipient unless the award is being terminated by the Recipient. If the Recipient initiates the termination of the award, then the recipient must provide written notice of the termination to TPWD. The written notice of termination should include the reasons for termination, the effective date, and the portion of the award to be terminated, if applicable.

Opportunity to Object or Appeal

Upon initiating a remedy for noncompliance (for example, disallowed costs, a corrective action plan, or termination), TPWD will provide the Recipient with an opportunity to object and provide information challenging the action.

Effects of Suspension and Termination

Costs to the Recipient resulting from obligations incurred by the Recipient during a suspension or after the termination of an award are not allowable unless TPWD expressly authorizes them in the notice of suspension or termination or subsequently. However, costs during suspension or after termination are allowable if:

- (1) the costs result from obligations that were properly incurred by the Recipient before the effective date of suspension or termination, and not in anticipation of it; and
- (2) the costs would be allowable if the award was not suspended or expired normally at the end of the period of performance in which the termination takes effect.

Post Award

Audits

A Recipient that expends \$1,000,000 or more during its fiscal year in state or federal awards must have either a Financial Audit or Program-specific Audit conducted for that year in accordance with audit requirements in the TXGMS or 2 CFR

200. TPWD may also require an independent audit to be conducted based on factors other than monetary threshold. All audits must be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS).

A Recipient that is exempt from state audit requirements must keep its records available for review or audit by appropriate officials of TPWD and the Texas State Auditor's Office. Required audits will be conducted on an annual basis. If the auditee is required by statute to undergo its audits less frequently than annually, then the auditee shall perform its audit biennially.

Instead of a Financial Audit or Program specific Audit, TPWD, at its discretion, may accept the single audit of the Recipient prepared in compliance with the Uniform Guidance if TPWD determines that the federal single audit sufficiently addresses internal controls and other grant requirements as they relate to the particular state award.

Records Retention

The Recipient will maintain and retain records pertinent to the award (e.g., financial records, performance records, supporting documents) until the third anniversary of the later date of the grant completion or expiration, or the resolution of all issues that arose from any litigation, claim, negotiation, audit, open records request, administrative review, or other action involving the grant or documents.

TPWD, the State Auditor's Office, or any of their authorized representatives, must have the right of access to any documents, papers, financial statements, or other records of the Recipient that are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the Recipient's personnel for the purpose of interview and discussion related to such documents. This right of access is not limited to the required retention period but lasts as long as the records are retained.

Post-Closeout Adjustments and Continuing Responsibilities

The closing out of the award does not affect any of the following:

- (1) The right of TPWD to disallow costs and recover funds based on a later audit or review. However, TPWD must make determinations to disallow costs and notify the Recipient within the record retention period.
- (2) The Recipient's obligations to return funds or right to receive any remaining and available funds as a result of refunds, corrections, final indirect cost rate adjustments, or other transactions.
- (3) Audit Requirements of TXGMS or 2 CFR 200.
- (4) Property management and disposition requirements specified in the award.
- (5) Records retention as required.
- (6) Any program specific requirements listed in the grant program guidance manual.

Contact Information

Main Phone Line 512-389-8224

Email Rec.Grants@TPWD.Texas.Gov

Website <https://tpwd.texas.gov/business/grants/recreation-grants/>

Apply/Manage <https://tpwd-recgrants.intelligrants.com>

Grant Email Updates https://public.govdelivery.com/accounts/TXPWD/subscriber/new?topic_id=TXPWD_299

TPWD receives federal assistance from the U.S. Fish and Wildlife Service and other federal agencies and is subject to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, and state anti-discrimination laws which prohibit discrimination the basis of race, color, national origin, age, sex or disability. If you believe that you have been discriminated against in any TPWD program, activity or facility, or need more information, please contact Civil Rights Coordinator for Public Access, U.S. Fish and Wildlife Service, 4401 N. Fairfax Drive, Mail Stop: MBSP-4020, Arlington, VA 22203.

Re: Upcoming Grant Oppurtunity - 05.01.2026

From Dan Reece <Dan.Reece@tpwd.texas.gov>
Date Thu 1/15/2026 4:11 PM
To Julius Kizzee <jkizzee@tooltexas.org>
Cc Matthew Mears <Matthew.Mears@tpwd.texas.gov>

Hi Julius, shade for the playground equipment would need to be through the Local Park grant program, the Rec Trails grants typically only fund trails and/or support elements for trails. We will be opening Local Park applications on May 1 this year, with an estimated deadline of August 1 and we'd love the opportunity to partner with the City again. We'll be up in your region again this year for outreach, we are still planning the exact dates and locations but Tyler is on the early list.

We are always available to discuss your project and provide application assistance, just let us know when you're ready.

Sincerely,
Dan

Dan Reece, RLA

TPWD Local Park Grants Manager
TX Landscape Architect #1986
(512) 945-3767 – mobile/text
In Office: Mon/Tues/Wed
Telework: Thurs/Fri

[Visit us Online](#)

From: Julius Kizzee <jkizzee@tooltexas.org>
Sent: Thursday, January 15, 2026 3:44 PM
To: Dan Reece <Dan.Reece@tpwd.texas.gov>
Cc: Vera Bennett <vbennett@tooltexas.org>
Subject: Upcoming Grant Oppurtunity - 05.01.2026

ALERT: This email came from an external source. Do not open attachments or click on links in unknown or unexpected emails.

Good afternoon Mr. Dan,

I wanted to ask if there was a grant oppurtunity opening up on May 1st, 2026. We have a need for shades for our playground and we wanted to see if this grant could be applicable to that need. We are currently in agreement for the Trails Grant, for "Construction of .58 mile +/- trail with resource surveys and engineering," ending June 30th, 2029. I am assuming that we cannot use shades as an applicable expense for this grant.

Thank you so much for your help,



Julius Kizzee
City Administrator

Phone: 903-432-3522 x106

Email: jkizzee@tooltexas.org

701 N. Tool Dr.
Tool, TX 75143

www.tooltexas.org



Tool RT24025 (2222-25-025): Trails Grant Correspondence

From Matthew Fougerat <Matthew.Fougerat@tpwd.texas.gov>

Date Tue 3/3/2026 11:31 AM

To Julius Kizzee <jkizzee@tooltexas.org>; Chris Sheffield <Chris.Sheffield@tpwd.texas.gov>

Cc Greg Figueroa <gfigueroa@tooltexas.org>; Tommy Salvato <tsalvato@tooltexas.org>; Vera Bennett <vbennett@tooltexas.org>

Morning Julius,

Of course, I'm happy to help. I'll keep an eye out for any additional questions.

Please note, the project scope in the Grant Agreement (GA) for RT24025 is: "Construction of .58 mile +/- trail with resource surveys and engineering." It was this scope that was awarded by the Scoring Committee. We can reduce the overall length of the trail—reduction of a trail length is common and is typically justified by budget constraints. We can also add amenities to the scope if they are eligible. However, we cannot fundamentally change the scope from what was scored. For example, we can process a GA amendment reducing the length of the trail and adding "trail benches" to the scope, but we cannot change the scope to only include "trail lighting." Even though "trail lighting" is eligible for Recreational Trails funding, that is a fundamentally different project than what was scored and awarded by the Scoring Committee.

Regards,
Matt

Matthew Fougerat

Grant Coordinator

Recreational Trails Program | Recreation Grants

Texas Parks & Wildlife Department | ACP - Austin

(512) 389-8712 office

(512) 221-7135 mobile / text

Remote M, T, W | In-office TH, F

From: Julius Kizzee <jkizzee@tooltexas.org>

Sent: Monday, March 2, 2026 2:06 PM

To: Matthew Fougerat <Matthew.Fougerat@tpwd.texas.gov>; Chris Sheffield <Chris.Sheffield@tpwd.texas.gov>

Cc: Greg Figueroa <gfigueroa@tooltexas.org>; Tommy Salvato <tsalvato@tooltexas.org>; Vera Bennett <vbennett@tooltexas.org>

Subject: Re: Trails Grant Correspondence

ALERT: This email came from an external source. Do not open attachments or click on links in unknown or unexpected emails.

Matthew,



City of Tool City Council

City Council Agenda Request

Meeting Date Requested: March 19th, 2026

Requested By: Vera Bennett, Mayor

Department: Mayor/City Council

Is this a Budgeted Item? Yes No

Contract/Agreement General Discussion Ordinance Report Resolution

Attachments:

Agenda
Item No.
12

Summary of Agenda Item to be considered:

Mayor Vera Bennett would like to discuss a planning committee for the Eight at Tool. This group would help cultivate future park improvements.

Action Item, as listed on the agenda:

General Discussion on the feasibility of a planning committee for the Eight at Tool Park

Recommended Motion to Consider:

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.



City of Tool City Council

City Council Agenda Request

Meeting Date Requested: March 19th, 2026

Requested By: Julius Kizzee, City Administrator

Department: _____

Is this a Budgeted Item? Yes No

Contract/Agreement General Discussion Ordinance Report Resolution

Attachments: _____

Agenda
Item No.
13

Summary of Agenda Item to be considered:

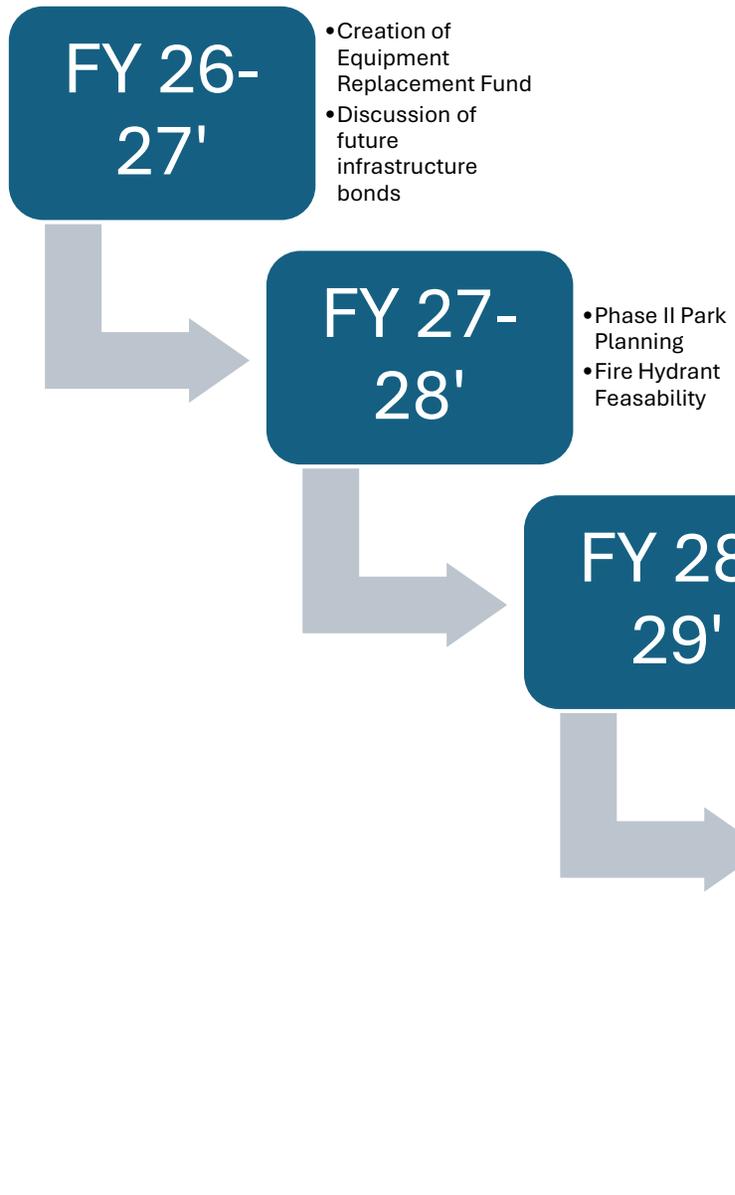
Staff is requesting direction from the City Council to have proposed projects and ideas, to move forward using city resources for the next five years.

Action Item, as listed on the agenda:

General Discussion on proposed capital projects/initiatives over the next five years

Recommended Motion to Consider:

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.



Capital Improvement Fund Balances (Est.)	
2026-27'	\$1,235,804.15
2027-28'	\$1,445,804.15
2028-29'	\$1,655,804.15
2029-30'	\$1,865,804.15
2030-31'	\$2,075,804.15

- Additional proposed projects include:
- TXDOT Sidewalk Grant (80/20 match)



City of Tool City Council

City Council Agenda Request

Meeting Date Requested: March 19th, 2026

Requested By: Vera Bennett, Mayor

Department: Mayor/City Council

Is this a Budgeted Item? Yes No

Contract/Agreement General Discussion Ordinance Report Resolution

Attachments:

Agenda
Item No.
14A

Summary of Agenda Item to be considered:

Mayor Vera Bennett would like to discuss ethics among council and staff members in Executive Session.

Action Item, as listed on the agenda:

Convene into executive session pursuant to Texas Government Code Chapter 551.071 (Consultation with Attorney) to receive legal advice regarding duties and responsibilities of Council members

Recommended Motion to Consider:

The deadline for agenda requests is by the end of the day on the first day of the month, prior to the scheduled Council Meeting. If you have any additional information you would like for Council to view, please attach it to this form. Please send this form to Kimberley Price, City Secretary when finished.