



**TCOG Governing Board
Meeting Agenda**

Presiding Location: 1117 Gallagher Drive, Sherman, Texas
Eisenhower Room
August 21, 2025 5:30 p.m.

- A. **Call to Order & Declaration of a Quorum**
- B. **Invocation and Pledges**
- C. **Welcome Guests**
- D. **Public Comment**
{Comments from the public are limited to three (3) minutes. The Governing Board may not address any issues, but may receive information}
- E. **Executive Director's Report**
 - Presentation: TCOG's Long-Term Care Ombudsman Program
Hope Whitson, Managing Local Ombudsman
- F. **Approval of Minutes:** Approve Meeting Minutes for July 21, 2025
- G. **Action**
 - 1. **FY 2026 Community Services Block Grant (CSBG) Budget and Community Action Plan (ES):** Approve the submission of the 2026 Community Services Block Grant Budget and Community Action Plan to the Texas Department of Housing and Community Affairs (TDHCA)
Judy Fullylove, Energy Services Director - Page 3
 - 2. **Tri-County Senior Nutrition Project, Inc. Budget (AS):** Authorize the acceptance of the Tri-County Senior Nutrition Project Inc. Uniform Rate Negotiation Budget for FY 2025-2026.
Cara Lavender, Aging Services Director - Page 19
 - 3. **Offer of Funding for Technical Assistance Related to Community and Economic Development (RS):** Accept the offer of funding for technical assistance related to community and economic development from the Texas Department of Agriculture's Community and Economic Development Assistance Fund for the period September 1, 2025 through August 31, 2026
Alexis Taylor-Baker, Regional Services Specialist - Page 36
 - 4. **Contract for Supply of Electricity (AF):** Ratify contract with TXU Energy Retail Company LLC to serve as our supplier of electricity for the period August 7, 2025 through May 31, 2028.
Eric Bridges, Executive Director - Page 41
 - 5. **FYE 2026 Cost Pool Report and Monthly Financial Statements (AF):** Review and accept the monthly Cost Pool report and financial statements
Mindi Jones, Grants Manager - Page 53
- H. **President's Report**
- I. **Adjourn**

APPROVAL

Eric M. Bridges, Executive Director

AS: Aging Services Department AF: Administration & Finance Department CS: Client Services Department ES: Energy Services RS: Regional Services

Pursuant to the Texas Open Meeting Act, Government Code Chapter 551 one or more of the above items may be considered in executive session closed to the public, including but not limited to consultation with attorney pursuant to Texas Government Code Section 551.071 and Section 551.074 arising out of the attorney's ethical duty to advise TCOG concerning legal issues arising from an agenda item. Any decision held on such matter will be taken or conducted in open session following the conclusion of the executive session.

Persons with disabilities who plan to attend this meeting and who may need auxiliary aids or services are requested to contact Administration & Finance at 903-813-3512 two (2) work days prior to the meeting so that appropriate arrangements can be made. The above Agenda was posted online at <http://www.tcog.com> and physically posted at the Texoma Council of Governments offices in a place readily accessible to the public. The Agenda was also emailed to the County Clerk offices in Cooke and Fannin Counties, TX.

Members Present: Edwina Lane, Jim Atchison, Allen Sanderson, Gayla Hawkins, Newt Cunningham (Zoom), John Roane, Lisa Bellows, Mary Jo Dollar, James Thorne

Members Absent: Brian Eaves, Clay Barnett, Nathan Caldwell, Scott Neu

A. Call to Order & Declaration of a Quorum

President Edwina Lane called the meeting to order at 5:31 p.m. and recognized a quorum.

B. Invocation and Pledges

James Thorne provided the invocation and Lisa Bellows led the pledges.

C. Welcome Guests

Guests included: Eric Bridges, Mailinh Nguyen, Mindi Jones, Judy Fullylove (Zoom), Beth Eggar, Miranda Harp, Sabino Botello

D. Public Comment

There was no public comment.

E. Executive Director's Report

Mailinh Ngyuen, Regional Project Coordinator, gave a presentation on TCOG's Economic Development District Program; highlighting the activities of the annual planning project and the upcoming Made in Texoma Conference. Eric Bridges followed with an update on the first quarter utilities report, the recently completed monitoring of our 211 program and an update on the federal general appropriations process and timeline.

F. Approval of Minutes

Gayla Hawkins made a motion to accept the meeting minutes for the June 23, 2025 meeting. James Thorne seconded the motion. Motion carried unanimously.

G. Consent

A motion was made by Jim Atchison to (1) ratify the FY 2025 Community Services Block Grant Program (CSBG) contract #61250004366 Amendment #3, and (2) accept the Quarterly Investment Report for the period April 1, 2025 through June 30, 2025. Allen Sanderson seconded the motion. The motion carried unanimously.

H. Action

1. A motion was made by Allen Sanderson to authorize the acceptance and submittal of the TCEQ Fiscal Year 2026/2027 Regional Solid Waste Grant contract #582-26-00092. The motion was seconded by Jim Atchison. The motion carried unanimously.
2. A motion was made by Gayla Hawkins to accept the monthly Cost Pool report and financial statements. The motion was seconded by John Roane. The motion carried unanimously.

I. Presidents Report

Edwina Lane thanked her fellow Members for their continued support and participation and staff for their continued great work.

J. Adjourn

Jim Atchison made a motion to adjourn at 6:23p. James Thorne seconded the motion. The motion carried unanimously.

TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Judy Fullylove, Energy Services Director *JF*
DATE: August 12, 2025
RE: 2026 Community Services Block Grant (CSBG) Budget and Community Action Plan

RECOMMENDATION

Approve submission of the 2026 Community Services Block Grant (CSBG) Budget and Community Action Plan to the Texas Department of Housing and Community Affairs (TDHCA).

BACKGROUND

As required by TDHCA, TCOG submits an annual budget and Community Action Plan outlining strategies to address the needs of low-income households as identified through the most recent Community Needs Assessment.

DISCUSSION

For the 2026 program year (January 1 – December 31, 2026), TCOG will utilize CSBG funds to support program staff, deliver direct services to eligible low-income households and leverage additional resources to benefit the Texoma region. Services will be provided in Cooke, Fannin, and Grayson counties, targeting critical needs and promoting long-term self-sufficiency.

BUDGET

Tentative budget amount is \$242,515.00.

| | |
|--|--------------------------------------|
| TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS COMMUNITY SERVICES BLOCK GRANT PROPOSED BUDGET | |
| Program Year: 2026 | |
| <i>Please enter the requested information into the yellow highlighted cells on each page and sign the Summary Page below</i> | |
| Subrecipient: | Texoma Council of Governments |
| Service Area: | Cooke, Fannin, Grayson Counties |
| CSBG Allocation: \$ 242,515.00 | |

IMPORTANT! This "Summary Page" will self-populate as you complete each of the worksheets (B.1 - B.9):

| BUDGET CATEGORIES | AMOUNT |
|--|----------------------|
| B.1 Personnel | \$ 87,728.92 |
| B.2 Fringe Benefits | \$ 30,040.81 |
| B.3 Travel | \$ 1,225.00 |
| B.4 Equipment | \$ - |
| B.5 Supplies | \$ 3,750.00 |
| B.6 Contractual | \$ - |
| B.7 Other/B.8 Client Services | \$ 83,402.98 |
| B.9 Indirect Costs (If subrecipient has an approved Indirect Cost Rate Agreement from cognizant agency, enter detail on B.9). | \$ 36,367.29 |
| TOTAL BUDGET | \$ 242,515.00 |

TOTAL BUDGET must equal the CSBG Allocation above. Diff.: \$ (0.00)

| | |
|------------------------------|-------------|
| Subrecipient Approval | |
| | |
| <i>Signature of Preparer</i> | <i>Date</i> |
| | |
| <i>Signature of Approver</i> | <i>Date</i> |

Personnel - B.1

[illegible]

Personnel - B.1

| | |
|---------------------------------|--------------------------------------|
| Subrecipient: | Texoma Council of Governments |
| Subtotal Section 2 (CSBG ONLY): | \$ 40,386.31 |
| Total Section 1 and 2: | \$ 87,728.92 |
| Subtotal Section 3: | \$ - |
| Total Personnel Tab | \$ 87,728.92 |

Scroll down and complete the tables below to identify CSBG Support for Other Programs

| Section 3: CSBG Support for Other Programs | | | | |
|--|---------------|---------------|-------------------|-------------------------------|
| List other program(s) & Job Titles being supported <i>(Please use separate attachment if more space is needed, and transfer the totals from the separate attachments to a line on any of the available pages below):</i> | | | | |
| Program: | | | | |
| Budget Categories - Job Title | No. of Months | Annual Salary | % of CSBG Support | Amount Budgeted to CSBG Funds |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Subtotal: | | | | \$ - |

Enter Next Program

| Program: | | | | |
|-------------------------------|---------------|---------------|-------------------|-------------------------------|
| Budget Categories - Job Title | No. of Months | Annual Salary | % of CSBG Support | Amount Budgeted to CSBG Funds |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| | | | | \$ - |
| Subtotal: | | | | \$ - |

Enter Next Program

| Program: | | | | |
|-------------------------------|---------------|---------------|-------------------|-------------------------------|
| Budget Categories - Job Title | No. of Months | Annual Salary | % of CSBG Support | Amount Budgeted to CSBG Funds |
| | | | | \$ - |
| | | | | \$ - |

Fringe - B.2

| | | |
|---|-------------------------------|---------------------|
| Subrecipient: | Texoma Council of Governments | |
| Fringe Benefits | | |
| Section 1: Administrative & Management Staff | | |
| Items | Amount | |
| F.I.C.A | \$ 3,621.71 | |
| Unemployment | \$ 63.00 | |
| Workman's Comp. Insurance | \$ 194.10 | |
| Health Insurance | \$ 4,515.64 | |
| Dental Insurance | \$ 188.50 | |
| Life Insurance | \$ 36.53 | |
| Retirement Contribution | \$ 3,313.98 | |
| Others (List): | Fraud Hotline | \$ 13.86 |
| | HMO HRA | \$ 787.86 |
| | HRA/CORBRA Admin | \$ 29.88 |
| Subtotal Section 1 (CSBG ONLY): | | \$ 12,765.06 |
| Section 2: Program Staff/Direct Client Support Staff | | |
| Items | Amount | |
| F.I.C.A | \$ 3,089.56 | |
| Unemployment | \$ 63.00 | |
| Workman's Comp. Insurance | \$ 165.59 | |
| Health Insurance | \$ 9,768.21 | |
| Dental Insurance | \$ 376.98 | |
| Life Insurance | \$ 73.06 | |
| Retirement Contribution | \$ 2,827.04 | |
| Others (List): | Fraud Hotline | \$ 13.85 |
| | PPO HRA | \$ 838.70 |
| | HRA/COBRA Admin | \$ 59.76 |
| Subtotal Section 2 (CSBG ONLY): | | \$ 17,275.75 |
| Total Section 1 and 2 (CSBG ONLY): | | \$ 30,040.81 |
| Subtotal Section 3: | | \$ - |
| Total Fringe Benefits Tab | | \$ 30,040.81 |
| Scroll down and complete the tables below to identify CSBG Support for Other Programs | | |
| Section 3: CSBG Support for Other Programs | | |
| FRINGE BENEFITS for OTHER PROGRAM(S) : List Fringe Benefits for other program(s) being supported by CSBG: <i>(Please use separate attachment if more space is needed, & transfer the totals from the separate attachments to a line on any of the available pages below)</i> : | | |
| Program: | | |
| Items: | Amount | |
| F.I.C.A | | |
| Unemployment | | |
| Workman's Comp. Insurance | | |
| Health Insurance | | |
| Dental Insurance | | |
| Life Insurance | | |
| Retirement Contribution | | |
| Others (List): | | |
| | | |
| | | |
| Subtotal: | | \$ - |
| Enter Next Program | | |
| Program: | | |
| Items: | Amount | |
| F.I.C.A | | |
| Unemployment | | |
| Workman's Comp. Insurance | | |

Travel - B.3

| Subrecipient: | | Texoma Council of Governments | |
|---|-------|-------------------------------|-------------|
| Travel | | | |
| | Miles | x Fed. Rate* | Amount |
| Local Travel (*Rate cannot be higher than the Federal rate) | 750 | 0.70 | \$ 525.00 |
| Per Diem | | | \$ 200.00 |
| Non-Local Travel | | | \$ 500.00 |
| Board Member Reimbursement | | | |
| Total Travel Tab | | | \$ 1,225.00 |

Supplies - B.5

| Subrecipient: | | Texoma Council of Governments | |
|--|--|-------------------------------|----------|
| Supplies | | | |
| Office Supplies - File Folders, Ink Pens, Copies | | \$ | 250.00 |
| Maintenance Supplies - IT Direct Bill | | \$ | 2,500.00 |
| Program Supplies - Dues/Subscriptions, Brochures, Business Cards | | \$ | 500.00 |
| Postage | | \$ | - |
| Others (List): | Getting Ahead Books/Supplies for Fannin/Grayson/ | \$ | 500.00 |
| Total Supplies Tab | | \$ | 3,750.00 |

Client Services - B.7

| | | | |
|--|-------------------------------|--------------------|-------------------------|
| Subrecipient: | Texoma Council of Governments | | |
| Client Services | | | |
| Direct Services to Case Management Clients to Transition into Self-Sufficiency (TSS) or TOP. Subrecipients are encouraged to allocate a reasonable amount of CSBG funds to assist clients transitioning into self-sufficiency. (TSS/TOP allocation % will be auto-populated above the TSS/TOP allocation entered in the cell to the right). | Total Costs | % Budgeted to CSBG | Amount Budgeted to CSBG |
| | \$242,515.00 | | |
| | 0.0% | | |
| | | | 100% |
| Subtotal for Direct Services TSS & TOP (CSBG): | | | \$ 25,000.00 |
| Emergency Assistance/Direct Services to Clients not working towards Self-Sufficiency or TOP (Option to itemize below or group simply as emergency assistance) | Total Costs | % Budgeted to CSBG | Amount Budgeted to CSBG |
| Housing Assistance (Rent/Mortgage) | \$ - | 100% | \$ 20,000.00 |
| Tuition Assistance | | 100% | \$ 20,000.00 |
| Transportation Assistance (Auto Repair, Bus Vouchers) | | 100% | \$ 13,000.00 |
| Food | | 100% | \$ 5,402.98 |
| | | 100% | \$ - |
| | | | \$ - |
| Subtotal for Emergency Assistance/Direct Services to non-TOP (CSBG): | | | \$ 58,402.98 |
| Total Client Services Tab | | | \$ 83,402.98 |

Indirect Costs - B.8

| | | | |
|---|--------------------------------------|---------------------|---------------------|
| Subrecipient: | Texoma Council of Governments | | |
| Indirect Costs | | | |
| Budget Categories | | | CSBG Amount |
| Indirect Costs | | | |
| % | Base | CSBG Indirect Costs | \$36,367.29 |
| 30.88% | \$117,769.73 | \$36,367.29 | |
| <i>Space left blank intentionally</i> | | | |
| Subtotal (CSBG): | | | \$ 36,367.29 |
| Subtotals (Program(s) Supported by CSBG): | | | \$ - |
| Total Indirect Costs Tab | | | \$ 36,367.29 |

Note: This page "Total Amount" must equal "Indirect Costs" line item on the "Summary Page 1"

| | | | |
|---|------|---------------------|---------------|
| CSBG Support For Other Program(s) - List all Programs being supported: | | | |
| Program: | | | |
| Budget Categories | | | Amount |
| Indirect Costs | | | |
| % | Base | CSBG Indirect Costs | \$0.00 |
| | | | |
| Subtotal (Other Program): | | | \$ - |
| Enter Next Program | | | |
| Program: | | | |
| Budget Categories | | | Amount |
| Indirect Costs | | | |
| % | Base | Indirect Cost | \$0.00 |
| | | \$0.00 | |
| Subtotal (Other Program): | | | \$ - |
| Enter Next Program | | | |
| Program: | | | |
| Budget Categories | | | Amount |
| Indirect Costs | | | |
| % | Base | Indirect Cost | \$0.00 |
| | | \$0.00 | |
| Subtotal (Other Program): | | | \$ - |

Subrecipient:

Texoma Council of Governments

Date of Public Hearing:

21-Aug-25

Program Year:

2026

Texoma Council of
Governments

held a public hearing, on the date listed above, where the proposed estimated **CSBG Budget** was distributed and public comment was solicited. The proposed Budget aligns with the Community Action Plan and is in accordance with the Community Services Block Grant Act.

Signature of the Executive Director

Date

| Outcomes | | | | Services | | | |
|-----------|---|---------------|--------|----------|---|---------------|----------|
| FNPI 1 | Employment Outcomes | Identify Need | Target | SRV 1 | Employment Services | Identify Need | Estimate |
| FNPI 1a | The number of unemployed youth who obtained employment to gain skills or income. | | | SRV 1a-f | Skills Training and Opportunities for Experience | | |
| FNPI 1b | The number of unemployed adults who obtained employment (up to a living wage). | A5 | 9 | SRV 1a | Vocational Training | | 15 |
| FNPI 1c | The number of unemployed adults who obtained and maintained employment for at least 90 days (up to a living wage). | A5 | 6 | SRV 1b | On-the-Job and other Work Experience | | |
| FNPI 1e | The number of unemployed adults who obtained employment (with a living wage or higher). | | | SRV 1c | Youth Summer Work Placements | | |
| FNPI 1f | The number of unemployed adults who obtained and maintained employment for at least 90 days (with a living wage or higher). | | | SRV 1d | Apprenticeship/Internship | | |
| FNPI 1h | The number of employed participants in a career-advancement related program who entered or transitioned into a position that provided increased income and/or benefits. | | | SRV 1e | Self-Employment Skills Training | | |
| FNPI 1h.1 | Of the above, the number of employed participants who Increased income from employment through wage or salary amount increase. | | | SRV 1f | Job Readiness Training | | |
| FNPI 1h.2 | Of the above, the number of employed participants who increased income from employment through hours worked increase. | | | SRV 1g-h | Career Counseling | | |
| FNPI 1h.3 | Of the above, the number of employed participants who increased benefits related to employment. | | | SRV 1g | Workshops | | |
| FNPI 1z.1 | The number of unduplicated persons who achieved a household income above 125% transitioning to self-sufficiency | A5 | 9 | SRV 1h | Coaching | | |
| | | | | SRV 1i-n | Job Search | | |
| | | | | SRV 1i | Coaching | | 15 |
| | | | | SRV 1j | Resume Development | | |
| | | | | SRV 1k | Interview Skills Training | | |
| | | | | SRV 1l | Job Referrals | | |
| | | | | SRV 1m | Job Placements | | 15 |
| | | | | SRV 1n | Pre-employment physicals, background checks, etc. | | |
| | | | | SRV 1o-p | Post Employment Supports | | |
| | | | | SRV 1o | Coaching | | |
| | | | | SRV 1p | Interactions with employers | | |
| | | | | SRV 1q | Employment Supplies | | |
| | | | | SRV 1q | Employment Supplies | | 15 |

| Outcomes | | | | Services | | | |
|-----------|---|---------------|--------|----------|---|---------------|----------|
| FNPI 2 | Education and Cognitive Development Outcomes | Identify Need | Target | SRV 2 | Education and Cognitive Development Services | Identify Need | Estimate |
| FNPI 2a | The number of children (0 to 5) who demonstrated improved emergent literacy skills. | | | SRV 2a-j | Child/Young Adult Education Programs | | |
| FNPI 2b | The number of children (0 to 5) who demonstrated skills for school readiness. | | | SRV 2a | Early Head Start | | |
| FNPI 2c | The number of children and youth who demonstrated improved positive approaches toward learning, including | | | SRV 2b | Head Start | | |
| FNPI 2c.1 | Early Childhood Education (ages 0-5) | | | SRV 2c | Other Early-Childhood (0-5 yr. old) Education | | |
| FNPI 2c.2 | 1st grade-8th grade | | | SRV 2d | K-12 Education | | |
| FNPI 2c.3 | 9th grade-12th grade | | | SRV 2e | K-12 Support Services | | |
| FNPI 2d | The number of children and youth who are achieving at basic grade level (academic, social, | | | SRV 2f | Financial Literacy Education | | |
| FNPI 2d.1 | Early Childhood Education (ages 0-5) | | | SRV 2g | Literacy/English Language Education | | |
| FNPI 2d.2 | 1st grade-8th grade | | | SRV 2h | College-Readiness Preparation/Support | | |
| FNPI 2d.3 | 9th grade-12th grade | | | SRV 2i | Other Post Secondary Preparation | | |
| FNPI 2e | The number of parents/caregivers who improved their home environments. | | | SRV 2j | Other Post Secondary Support | A5 | 3 |
| FNPI 2f | The number of adults who demonstrated improved basic education. | | | SRV 2k | School Supplies | | |
| FNPI 2g | The number of individuals who obtained a high school diploma and/or obtained an equivalency certificate or diploma. | | | SRV 2k | School Supplies | A5 | 15 |
| FNPI 2h | The number of individuals who obtained a recognized credential, certificate, or degree relating to the achievement of educational or vocational skills. | A5 | 15 | SRV 2l-q | Extra-curricular Programs | | |
| FNPI 2i | The number of individuals who obtained an Associate's degree. | A5 | 1 | SRV 2l | Before and After School Activities | | |
| FNPI 2j | The number of individuals who obtained a Bachelor's degree. | A5 | 1 | SRV 2m | Summer Youth Recreational Activities | | |
| | | | | SRV 2n | Summer Education Programs | | |
| | | | | SRV 2o | Behavior Improvement Programs (attitude, self-esteem, Dress-for-Success, etc.) | | |
| | | | | SRV 2p | Mentoring | | |
| | | | | SRV 2q | Leadership Training | | |
| | | | | SRV 2r-z | Adult Education Programs | | |
| | | | | SRV 2r | Adult Literacy Classes | | |
| | | | | SRV 2s | English Language Classes | | |
| | | | | SRV 2t | Basic Education Classes | | |
| | | | | SRV 2u | High School Equivalency Classes | | |
| | | | | SRV 2v | Leadership Training | | |
| | | | | SRV 2w | Parenting Supports (may be a part of the early childhood programs identified above) | | |
| | | | | SRV 2x | Applied Technology Classes | A5 | 15 |
| | | | | SRV 2y | Post-Secondary Education Preparation | A5 | 2 |
| | | | | SRV 2z | Financial Literacy Education | | |
| | | | | SRV 2aa | Post-Secondary Education Supports | | |
| | | | | SRV 2aa | College applications, text books, computers, etc. | | |
| | | | | SRV 2bb | Financial Aid Assistance | | |
| | | | | SRV 2bb | Scholarships | | |
| | | | | SRV 2cc | Home Visits | | |
| | | | | SRV 2cc | Home Visits | | |

| Outcomes | | | | Services | | | |
|----------|--|---------------|--------|-----------|--|---------------|----------|
| FNPI 4 | Housing Outcomes | Identify Need | Target | SRV 4 | Housing Services | Identify Need | Estimate |
| FNPI 4a | The number of households experiencing homelessness who obtained safe temporary shelter. | | | SRV 4a-e | Housing Payment Assistance | | |
| FNPI 4b | The number of households who obtained safe and affordable housing. | A1 | 25 | SRV 4a | Financial Capability Skill Training | | |
| FNPI 4c | The number of households who maintained safe and affordable housing for 90 days. | | | SRV 4b | Financial Coaching/Counseling | | |
| FNPI 4d | The number of households who maintained safe and affordable housing for 180 days. | | | SRV 4c | Rent Payments (includes Emergency Rent Payments) | A1 | 25 |
| FNPI 4e | The number of households who avoided eviction. | A1 | 50 | SRV 4d | Deposit Payments | | |
| FNPI 4f | The number of households who avoided foreclosure. | | | SRV 4e | Mortgage Payments (includes Emergency Mortgage Payments) | A1 | 5 |
| FNPI 4g | The number of households who experienced improved health and safety due to improvements within their home (e.g. reduction or elimination of lead, radon, carbon dioxide and/or fire hazards or electrical issues, etc.). | A1 | 110 | SRV 4f-h | Eviction Prevention Services | | |
| FNPI 4h | The number of households with improved energy efficiency and/or energy burden reduction in their homes. | A1 | 110 | SRV 4f | Eviction Counseling | | |
| | | | | SRV 4g | Landlord/Tenant Mediations | | |
| | | | | SRV 4h | Landlord/Tenant Rights Education | | |
| | | | | SRV 4i-l | Utility Payment Assistance | | |
| | | | | SRV 4i | Utility Payments (LIHEAP-includes Emergency Utility Payments) | A1 | 8000 |
| | | | | SRV 4j | Utility Deposits | | |
| | | | | SRV 4k | Utility Arrears Payments | | |
| | | | | SRV 4l | Level Billing Assistance | | |
| | | | | SRV 4m-p | Housing Placement/Rapid Re-housing | | |
| | | | | SRV 4m | Temporary Housing Placement (includes Emergency Shelters) | | |
| | | | | SRV 4n | Transitional Housing Placements | | |
| | | | | SRV 4o | Permanent Housing Placements | | |
| | | | | SRV 4p | Rental Counseling | | |
| | | | | SRV 4q | Housing Maintenance & Improvements | | |
| | | | | SRV 4q | Home Repairs (e.g. structural, appliance, heating systems. etc.) (Including Emergency Home Repairs) | | |
| | | | | SRV 4r-t | Weatherization Services | | |
| | | | | SRV 4r | Independent-living Home Improvements (e.g. ramps, tub and shower grab bars, handicap accessible modifications, etc.) | A1 | 108 |
| | | | | SRV 4s | Healthy Homes Services (e.g. reduction or | A1 | 108 |
| | | | | SRV 4t | Energy Efficiency Improvements (e.g. insulation, air sealing, furnace repair, etc.) | | |
| | | | | SRV 4u-4v | Water Services | | |
| | | | | SRV 4u | Water/Waste Water Services | | |
| | | | | SRV 4v | Multiple Services | | |
| | | | | SRV 4w | Other Water Services | | |

| Outcomes | | | | Services | | | |
|-----------|---|---------------|--------|----------|---|---------------|----------|
| FNPI 6 | Civic Engagement and Community Involvement Outcomes | Identify Need | Target | SRV 6 | Civic Engagement and Community Involvement Services | Identify Need | Estimate |
| FNPI 6a | The number of Community Action program participants who increased skills, knowledge, and abilities to enable them to work with Community Action to improve conditions in the community. | Other | 60 | SRV 6a | Voter Education and Access | | |
| FNPI 6a.1 | Of the above, the number of Community Action program participants who improved their leadership skills. | | | SRV 6b | Leadership Training | Other | 5 |
| FNPI 6a.2 | Of the above, the number of Community Action program participants who improved their social networks. | | | SRV 6c | Tri-partite Board Membership | Other | 9 |
| FNPI 6a.3 | Of the above, the number of Community Action program participants who gained other skills, knowledge and abilities to enhance their ability to engage. | | | SRV 6d | Citizenship Classes | | |
| | | | | SRV 6e | Getting Ahead Classes | | 60 |
| | | | | SRV 6f | Volunteer Training | | |

| Outcomes | | | | Services | | | |
|----------|--|---------------|--------|----------|--|---------------|----------|
| FNPI 7 | Outcomes Across Multiple Domains | Identify Need | Target | SRV 7 | Services Supporting Multiple Domains | Identify Need | Estimate |
| FNPI 7a | The number of individuals who achieved one or more outcomes as identified by the National Performance Indicators in various domains. | | | SRV 7a | Case Management | Other | 9 |
| | | | | SRV 7b | Eligibility Determinations | Other | 8000 |
| | | | | SRV 7c | Referrals | Other | 50 |
| | | | | SRV 7d | Transportation Services | Other | 10 |
| | | | | SRV 7e-f | Childcare | | |
| | | | | SRV 7e | Child Care subsidies | | |
| | | | | SRV 7f | Child Care payments | | |
| | | | | SRV 7g | Eldercare | | |
| | | | | SRV 7g | Day Centers | | |
| | | | | SRV 7h-j | Identification Documents | | |
| | | | | SRV 7h | Birth Certificate | Other | 5 |
| | | | | SRV 7i | Social Security Card | | |
| | | | | SRV 7j | Driver's License | Other | 5 |
| | | | | SRV 7k | Re-Entry Services | | |
| | | | | SRV 7k | Criminal Record Expungements | | |
| | | | | SRV 7l | Immigration Support Services | | |
| | | | | SRV 7l | Immigration Support Services | | |
| | | | | SRV 7m | Legal Assistance (includes emergency legal assistance) | | |
| | | | | SRV 7m | Legal Assistance | | |
| | | | | SRV 7n | Emergency Clothing Assistance | | |
| | | | | SRV 7n | Emergency Clothing Assistance | | |
| | | | | SRV 7o | Mediation/Customer Advocacy Interventions | | |
| | | | | SRV 7o | Mediation/Customer Advocacy Interventions | | |

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TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Cara Lavender, Aging Services Director *CL*
DATE: August 21, 2025
RE: Tri County Senior Nutrition Project, Inc. Budget

RECOMMENDATION

Authorize acceptance of the Tri-County Senior Nutrition Project, Inc., Uniform Rate Negotiation Budget for FY 2025-2026.

BACKGROUND

TCOG's Area Agency on Aging Department (AAA) is responsible for the development and coordination of a comprehensive system of services for citizens over the age of 60 and for citizens with a disability residing in Cooke, Fannin and Grayson Counties. The overall goal is to promote lifelong independence by providing alternatives in long-term care options through a wide variety of services, including nutritional services. All programs are partially funded by federal, state and local contributions from individuals, businesses and foundations.

DISCUSSION

With State input on rate setting and through TCOG's AAA, the Congregate Meal Program (CMP) and the Home-Delivered Meal Program (HDM), meals are purchased through the Tri-County Senior Nutrition Project, Inc. These services are vital to provide nutritious meals to the elderly population for the region, providing 33 1/3 percent of the approved daily dietary intake for nutrition.

CMP provides a place for older adults residing in the Tri-County area to meet for socialization through games (bingo, dominoes, cards, etc.), physical activity, conversation and a shared nutritious luncheon meal. Congregate meal sites are free and open to anyone age 60 and over. There is no charge for the meal; however, a donation can be made to Meals on Wheels of Texoma. CMP will be providing 29,050 hot nutritional meals to residents in various senior centers throughout our Tri-County area.

HDM is committed to reducing the isolation older homebound adults experience in the Tri-County area. AAA Care Coordination staff provides nutritional education, periodic phone conversations and annual assessments on each client, strictly adhering to eligibility criteria of all Federal and State guidelines. Screened volunteers deliver meals to the eligible, older individuals' homes. Frequently, the volunteer may be the only person the client sees for the day and sometimes for the entire week. This visit provides human contact and a safety net for those living alone. HDM is expected to provide approximately 47,340 hot nutritional meals to residents who are homebound in Grayson, Fannin and Cooke Counties.

BUDGET

The total cost per congregate meal (CMP) is set at \$11.30 with 29,050 meals proposed at a total cost of \$328,265.

The total cost per home-delivered meal (HDM) is set at \$6.46 with 47,340 meals proposed at a total cost of \$305,816.

Texas Health and Human Services

Uniform Rate Negotiation Workbook/Budget

Federal Contract Period: 10-01-25 / 09-30-26

AAA Provider Only

Nutrition Provider's Legal Business Name: Tri-County Senior Nutrition Project, Inc

Street Address: 2626 Hilltop Dr.

Mailing Address: _____

City: Sherman

Zip Code: 75090

Phone Number: 903-786-3351

E-mail Address: gpittman@mowot.org_or dberghian@mowot.org

Contact Name: Greg Pittman(or Daniela Berghian)

Nutrition Provider's website address: www.mowot.org

Did this Nutrition provider complete a rate setting workbook last year? Yes

If Yes, what was the provider name listed on the workbook? Tri-County Senior Nutrition Project, Inc

0

Is the Provider a AAA Provider? Yes

If Yes, select the AAA Name: Area Agency on Aging of Texoma

If Yes, contact name at AAA: Eric Bridges

If Yes, is it a contract or subrecipient? Contract

Is the Provider a HHS Contracted Community Services Provider? No

0

Service Delivery Information

Home Delivered Meals

Does this Nutrition provider serve home delivered meals paid for by HHS or the AAA? Yes

Total number of home delivered meal routes for this provider: 106

Total number of meal preparation sites used by this provider: 1

Does the provider make home delivered meals available at least 5 days a week and 250 days a year? Yes

Congregate Meals

Does this Nutrition provider serve congregate meals paid for by the AAA? Yes

Total number of meal preparation sites used by this provider: 1

Total number of meal sites used by this provider: 10

Does the provider make congregate meals available at least 5 days a week and 250 days a year? Yes

| Provider Total Budget by Service | | | | | | | | | | | | |
|---|---------------------|--|-----------------------------------|-------------------------|-------------------------------|--|------------------------|----------------|-----------|-----------|--|----------------------------|
| Provider Name: Tri-County Senior Nutrition Project, Inc | | AAA Name: Area Agency on Aging of Texoma | | | | | | | | | | |
| 8/13/2025 12:34 PM | | | | | | | | | | | | |
| Cost Area | Total Agency Budget | Home Delivered Meal Program | Nutrition Education - AAA Clients | Congregate Meal Program | Other Meal Programs (non-HHS) | Agency Budget not Applicable to Programs | Participant Assessment | Transportation | TDA | XIX | If applicable replace with title of other agency program | Balance not budgeted |
| Personnel | | | | | | | | | | | | |
| Salaries (Identified by Job Title) | 600,000.00 | 429,120.00 - | | 100,200.00 | | | | | 59,340.00 | 11,340.00 | | - - - - - - |
| Total Salaries | 600,000.00 | 429,120.00 | - | 100,200.00 | - | - | - | - | 59,340.00 | 11,340.00 | - | - |
| Payroll Taxes & Benefits (Employer Paid) | | | | | | | | | | | | |
| Federal Insurance Compensation Act (FICA) | 46,000.00 | 32,899.20 | | 7,682.00 | | | | | 4,549.40 | 869.40 | | - |
| Texas Unemployment Compensation Act (TUCA) | 7,500.00 | 5,364.00 | | 1,252.50 | | | | | 741.75 | 141.75 | | - |
| Federal Unemployment Tax Act (FUTA) | - | - | | - | | | | | - | - | | - |
| Workers Compensation | 8,200.00 | 5,864.64 | | 1,369.40 | | | | | 810.98 | 154.98 | | - |
| Health Insurance | 78,000.00 | 55,785.60 | | 13,026.00 | | | | | 7,714.20 | 1,474.20 | | - |
| Retirement | 14,000.00 | 10,012.80 | | 2,338.00 | | | | | 1,384.60 | 264.60 | | - |
| | 2,800.00 | 2,002.56 | | 467.60 | | | | | 276.92 | 52.92 | | - |
| Total Payroll Taxes & Benefits (Employer Paid) | 156,500.00 | 111,928.80 | - | 26,135.50 | - | - | - | - | 15,477.85 | 2,957.85 | - | - |
| Contract staff (Identify by Position) | 500.00 | 357.60 | - | 83.50 | | | | | 49.45 | \$ 9.45 | | - - - |
| Total Contract staff | 500.00 | 357.60 | - | 83.50 | - | - | - | - | 49.45 | 9.45 | - | - |
| Total Personnel | 757,000.00 | 541,406.40 | - | 126,419.00 | - | - | - | - | 74,867.30 | 14,307.30 | - | - |
| Professional Development | | | | | | | | | | | | |
| Conference (list Conference & Attendees) | 7,500.00 | 5,364.00 | | 1,252.50 | | | | | 741.75 | 141.75 | | - - |
| Total Conferences | 7,500.00 | 5,364.00 | - | 1,252.50 | - | - | - | - | 741.75 | 141.75 | - | - |
| Dues (list Organization Name) | 7,000.00 | 5,006.40 | | 1,169.00 | | | | | 692.30 | 132.30 | | - - |
| Total Dues | 7,000.00 | 5,006.40 | - | 1,169.00 | - | - | - | - | 692.30 | 132.30 | - | - |
| Materials (list Items) | 1,000.00 | 715.20 | | 167.00 | | | | | 98.90 | 18.90 | | - - |
| Total Materials | 1,000.00 | 715.20 | - | 167.00 | - | - | - | - | 98.90 | 18.90 | - | - |
| Total Professional Development | 15,500.00 | 11,085.60 | - | 2,588.50 | - | - | - | - | 1,532.95 | 292.95 | - | - |

| Provider Total Budget by Service | | | | | | | | | | | | |
|---|---------------------|-----------------------------|-----------------------------------|-------------------------|--|--|------------------------|----------------|------------|-----------|--|----------------------|
| Provider Name: Tri-County Senior Nutrition Project, Inc | | | | | AAA Name: Area Agency on Aging of Texoma | | | | | | | |
| 8/13/2025 12:34 PM | | | | | | | | | | | | |
| Cost Area | Total Agency Budget | Home Delivered Meal Program | Nutrition Education - AAA Clients | Congregate Meal Program | Other Meal Programs (non-HHS) | Agency Budget not Applicable to Programs | Participant Assessment | Transportation | TDA | XIX | If applicable replace with title of other agency program | Balance not budgeted |
| Meals/Food | | | | | | | | | | | | |
| Raw Food | | | | | | | | | | | | - |
| Total Raw Food | - | - | - | - | - | - | - | - | - | - | - | - |
| Purchased Meals | | | | | | | | | | | | |
| Hot Prepared Meals Purchased from a Supplier or Central Kitchen | 1,350,000.00 | 985,456.00 | | 213,760.00 | | | | | 126,592.00 | 24,192.00 | | - |
| Frozen Meals | | | | | | | | | | | | - |
| Chilled Meals | | | | | | | | | | | | - |
| Shelf Stable Meals | 20,000.00 | 17,644.00 | | | | | | | 1,978.00 | 378.00 | | - |
| Total Purchased Meals | 1,370,000.00 | 1,003,100.00 | - | 213,760.00 | - | - | - | - | 128,570.00 | 24,570.00 | - | - |
| Freight | | | | | | | | | | | | - |
| Total Freight | - | - | - | - | - | - | - | - | - | - | - | - |
| Storage Cost (Food or Supply) | | | | | | | | | | | | - |
| Total Storage Cost | - | - | - | - | - | - | - | - | - | - | - | - |
| Consumables (identify by type) | | | | | | | | | | | | |
| Non-Capital Equipment (less that \$5,000 per item) | 10,000.00 | 7,152.00 | | 1,670.00 | | | | | 989.00 | 189.00 | | - |
| Paper/plastic goods (napkins, plates, utensils, etc) | | | | | | | | | | | | - |
| Meal Delivery Consumable Supplies | 3,750.00 | 2,682.00 | | 626.25 | | | | | 370.88 | 70.88 | | - |
| Pots/Pans/Cooking Utensils | 2,500.00 | 1,788.00 | | 417.50 | | | | | 247.25 | 47.25 | | - |
| Total Consumables | 16,250.00 | 11,622.00 | - | 2,713.75 | - | - | - | - | 1,607.13 | 307.13 | - | - |
| Other (identify individually all items over \$100.) | | | | | | | | | | | | |
| | 4,500.00 | 3,218.40 | | 751.50 | | | | | 445.05 | 85.05 | | - |
| | 3,100.00 | 2,217.12 | | 517.70 | | | | | 306.59 | 58.59 | | - |
| Total Other | 7,600.00 | 5,435.52 | - | 1,269.20 | - | - | - | - | 751.64 | 143.64 | - | - |
| Total Meals/Food | 1,393,850.00 | 1,020,157.52 | - | 217,742.95 | - | - | - | - | 130,928.77 | 25,020.77 | - | - |

| Provider Total Budget by Service | | | | | | | | | | | | |
|---|---------------------|-----------------------------|-----------------------------------|-------------------------|-------------------------------|--|------------------------|----------------|-----------|----------|--|----------------------|
| Provider Name: Tri-County Senior Nutrition Project, Inc | | | | | | AAA Name: Area Agency on Aging of Texoma | | | | | | |
| 8/13/2025 12:34 PM | | | | | | | | | | | | |
| Cost Area | Total Agency Budget | Home Delivered Meal Program | Nutrition Education - AAA Clients | Congregate Meal Program | Other Meal Programs (non-HHS) | Agency Budget not Applicable to Programs | Participant Assessment | Transportation | TDA | XIX | If applicable replace with title of other agency program | Balance not budgeted |
| Equipment | | | | | | | | | | | | |
| Depreciation (identify item, year purchased, cost) | 125,000.00 | 89,400.00 | | 20,875.00 | | | | | 12,362.50 | 2,362.50 | | - |
| Total Depreciation | 125,000.00 | 89,400.00 | - | 20,875.00 | - | - | - | - | 12,362.50 | 2,362.50 | - | - |
| Interest (identify Item, year purchased, cost) | | | | | | | | | | | | - |
| Total Interest | - | | - | - | - | - | - | - | - | - | - | - |
| Leasing (identify Item, year leased) | 3,500.00 | 2,503.20 | | 584.50 | | | | | 346.15 | 66.15 | | - |
| Total Leasing | 3,500.00 | 2,503.20 | - | 584.50 | - | - | - | - | 346.15 | 66.15 | - | - |
| Maintenance (identify Item, year purchased, cost) | 10,000.00 | 7,152.00 | | 1,670.00 | | | | | 989.00 | 189.00 | | - |
| Total Maintenance | 10,000.00 | 7,152.00 | - | 1,670.00 | - | - | - | - | 989.00 | 189.00 | - | - |
| Total Equipment | 138,500.00 | 99,055.20 | - | 23,129.50 | - | - | - | - | 13,697.65 | 2,617.65 | - | - |
| Occupancy/Building | | | | | | | | | | | | |
| Rent | 50,000.00 | 35,760.00 | | 8,350.00 | | | | | 4,945.00 | 945.00 | | - |
| Total Rent | 50,000.00 | 35,760.00 | - | 8,350.00 | - | - | - | - | 4,945.00 | 945.00 | - | - |
| Utilities | 50,000.00 | 35,760.00 | | 8,350.00 | | | | | 4,945.00 | 945.00 | | - |
| Total Utilities | 50,000.00 | 35,760.00 | - | 8,350.00 | - | - | - | - | 4,945.00 | 945.00 | - | - |
| Depreciation (identify item, year purchased, cost) | 81,843.00 | 58,534.11 | | 13,667.78 | | | | | 8,094.27 | 1,546.83 | | 0.00 |
| Total Depreciation | 81,843.00 | 58,534.11 | - | 13,667.78 | - | - | - | - | 8,094.27 | 1,546.83 | - | 0.00 |
| Mortgage Interest | 170,000.00 | 121,584.00 | | 28,390.00 | | | | | 16,813.00 | 3,213.00 | | - |
| Total Mortgage Interest | 170,000.00 | 121,584.00 | - | 28,390.00 | - | - | - | - | 16,813.00 | 3,213.00 | - | - |
| Insurance (identify type of insurance) | 25,000.00 | 17,880.00 | | 4,175.00 | | | | | 2,472.50 | 472.50 | | - |
| Total Insurance | 25,000.00 | 17,880.00 | - | 4,175.00 | - | - | - | - | 2,472.50 | 472.50 | - | - |
| Security | 2,000.00 | 1,430.40 | | 334.00 | | | | | 197.80 | 37.80 | | - |
| Total Security | 2,000.00 | 1,430.40 | - | 334.00 | - | - | - | - | 197.80 | 37.80 | - | - |
| Janitorial | 5,000.00 | 4,411.00 | | | | | | | 494.50 | 94.50 | | - |
| Total Security | 5,000.00 | 4,411.00 | - | - | - | - | - | - | 494.50 | 94.50 | - | - |
| Repair (Identify all items over \$100.) | 6,500.00 | 4,648.80 | | 1,085.50 | | | | | 642.85 | 122.85 | | - |
| Total Repair | 6,500.00 | 4,648.80 | - | 1,085.50 | - | - | - | - | 642.85 | 122.85 | - | - |
| taxes (identify type of tax) | | | | | | | | | | | | - |
| Total Taxes | - | - | - | - | - | - | - | - | - | - | - | - |
| Total Occupancy/Building | 390,343.00 | 280,008.31 | - | 64,352.28 | - | - | - | - | 38,604.92 | 7,377.48 | - | 0.00 |

| Provider Total Budget by Service | | | | | | | | | | | | |
|--|---------------------|-----------------------------|-----------------------------------|-------------------------|--|--|------------------------|----------------|----------|----------|--|----------------------|
| Provider Name: Tri-County Senior Nutrition Project, Inc | | | | | AAA Name: Area Agency on Aging of Texoma | | | | | | | |
| 8/13/2025 12:34 PM | | | | | | | | | | | | |
| Cost Area | Total Agency Budget | Home Delivered Meal Program | Nutrition Education - AAA Clients | Congregate Meal Program | Other Meal Programs (non-HHS) | Agency Budget not Applicable to Programs | Participant Assessment | Transportation | TDA | XIX | If applicable replace with title of other agency program | Balance not budgeted |
| Transportation/Travel | | | | | | | | | | | | |
| Mileage Reimbursement | 11,000.00 | 9,822.00 | | | | | | | 989.00 | 189.00 | | - |
| Total Mileage Reimbursement | 11,000.00 | 9,822.00 | - | - | - | - | - | - | 989.00 | 189.00 | - | - |
| Delivery | 14,500.00 | 10,370.40 | | 2,421.50 | | | | | 1,434.05 | 274.05 | | - |
| Total Delivery | 14,500.00 | 10,370.40 | - | 2,421.50 | - | - | - | - | 1,434.05 | 274.05 | - | - |
| Gas & Oil | 8,000.00 | 5,721.60 | | 1,336.00 | | | | | 791.20 | 151.20 | | - |
| Total Gas & Oil | 8,000.00 | 5,721.60 | - | 1,336.00 | - | - | - | - | 791.20 | 151.20 | - | - |
| Repairs (identify item & year purchased) | 3,500.00 | 2,503.20 | | 584.50 | | | | | 346.15 | 66.15 | | - |
| Total Repair | 3,500.00 | 2,503.20 | - | 584.50 | - | - | - | - | 346.15 | 66.15 | - | - |
| Insurance (identify type of insurance) | 22,500.00 | 16,092.00 | | 3,757.50 | | | | | 2,225.25 | 425.25 | | - |
| Total Insurance | 22,500.00 | 16,092.00 | - | 3,757.50 | - | - | - | - | 2,225.25 | 425.25 | - | - |
| Depreciation/Lease (identify item, year purchased, cost) | 17,952.00 | 12,839.27 | | 2,997.98 | | | | | 1,775.45 | 339.29 | | 0.00 |
| Total Depreciation | 17,952.00 | 12,839.27 | - | 2,997.98 | - | - | - | - | 1,775.45 | 339.29 | - | 0.00 |
| Interest | | | | | | | | | | | | - |
| Total Interest | - | - | - | - | - | - | - | - | - | - | - | - |
| Tags & Licenses | 225.00 | 160.92 | | 37.58 | | | | | 22.25 | 4.25 | | - |
| Total Tags & Licenses | 225.00 | 160.92 | - | 37.58 | - | - | - | - | 22.25 | 4.25 | - | - |
| Total Transportation/Travel | 77,677.00 | 57,509.39 | - | 11,135.06 | - | - | - | - | 7,583.36 | 1,449.20 | - | 0.00 |

| Provider Total Budget by Service | | | | | | | | | | | | |
|---|---------------------|--|-----------------------------------|-------------------------|-------------------------------|--|------------------------|----------------|-----------|----------|--|----------------------|
| Provider Name: Tri-County Senior Nutrition Project, Inc | | AAA Name: Area Agency on Aging of Texoma | | | | | | | | | | |
| 8/13/2025 12:34 PM | | | | | | | | | | | | |
| Cost Area | Total Agency Budget | Home Delivered Meal Program | Nutrition Education - AAA Clients | Congregate Meal Program | Other Meal Programs (non-HHS) | Agency Budget not Applicable to Programs | Participant Assessment | Transportation | TDA | XIX | If applicable replace with title of other agency program | Balance not budgeted |
| Administrative & General | | | | | | | | | | | | |
| Advertising | 1,000.00 | 715.20 | | 167.00 | | | | | 98.90 | 18.90 | | - |
| Total Advertising | 1,000.00 | 715.20 | - | 167.00 | - | - | - | - | 98.90 | 18.90 | - | - |
| Printing | 32,000.00 | 22,886.40 | | 5,344.00 | | | | | 3,164.80 | 604.80 | | - |
| Total Printing | 32,000.00 | 22,886.40 | - | 5,344.00 | - | - | - | - | 3,164.80 | 604.80 | - | - |
| Copying | | | | | | | | | | | | - |
| Total Copying | - | - | - | - | - | - | - | - | - | - | - | - |
| Office Supplies | 8,500.00 | 6,079.20 | | 1,419.50 | | | | | 840.65 | 160.65 | | - |
| Total Office supplies | 8,500.00 | 6,079.20 | - | 1,419.50 | - | - | - | - | 840.65 | 160.65 | - | - |
| Contractual Agreements | | | | | | | | | | | | - |
| Total Contractual Agreements | - | - | - | - | - | - | - | - | - | - | - | - |
| Postage | 5,000.00 | 3,576.00 | | 835.00 | | | | | 494.50 | 94.50 | | - |
| Total Postage | 5,000.00 | 3,576.00 | - | 835.00 | - | - | - | - | 494.50 | 94.50 | - | - |
| Telecommunications | 13,000.00 | 9,297.60 | | 2,171.00 | | | | | 1,285.70 | 245.70 | | - |
| Total Telecommunication | 13,000.00 | 9,297.60 | - | 2,171.00 | - | - | - | - | 1,285.70 | 245.70 | - | - |
| Liability Insurance | 23,500.00 | 16,807.20 | | 3,924.50 | | | | | 2,324.15 | 444.15 | | - |
| Total Liability Insurance | 23,500.00 | 16,807.20 | - | 3,924.50 | - | - | - | - | 2,324.15 | 444.15 | - | - |
| Legal Fees | | | | | | | | | | | | - |
| Software | 30,000.00 | 21,456.00 | | 5,010.00 | | | | | 2,967.00 | 567.00 | | - |
| Total Legal Fees | 30,000.00 | 21,456.00 | - | 5,010.00 | - | - | - | - | 2,967.00 | 567.00 | - | - |
| Accounting Fees | 300.00 | 214.56 | | 50.10 | | | | | 29.67 | 5.67 | | - |
| Total Accounting Fees | 300.00 | 214.56 | - | 50.10 | - | - | - | - | 29.67 | 5.67 | - | - |
| Consulting Fees | | | | | | | | | | | | - |
| Total Consulting Fees | - | - | - | - | - | - | - | - | - | - | - | - |
| Other Fees (Explain) | | | | | | | | | | | | - |
| Bank & Other-Fees | 6,500.00 | 4,648.80 | | 1,085.50 | | | | | 642.85 | 122.85 | | - |
| Total Other Fees | 6,500.00 | 4,648.80 | - | 1,085.50 | - | - | - | - | 642.85 | 122.85 | - | - |
| Audit | 25,300.00 | 18,094.56 | | 4,225.10 | | | | | 2,502.17 | 478.17 | | - |
| Total Audit | 25,300.00 | 18,094.56 | - | 4,225.10 | - | - | - | - | 2,502.17 | 478.17 | - | - |
| Other Misc. (Explain) | | | | | | | | | | | | - |
| Misc. | 9,000.00 | 6,436.80 | | 1,503.00 | | | | | 890.10 | 170.10 | | - |
| Events | 1,000.00 | 715.20 | | 167.00 | | | | | 98.90 | 18.90 | | - |
| Total other Misc. | 10,000.00 | 7,152.00 | - | 1,670.00 | - | - | - | - | 989.00 | 189.00 | - | - |
| Total Administrative & General | 155,100.00 | 110,927.52 | - | 25,901.70 | - | - | - | - | 15,339.39 | 2,931.39 | - | - |

| Provider Total Budget by Service | | | | | | | | | | | | |
|---|---------------------|--|-----------------------------------|-------------------------|-------------------------------|--|------------------------|----------------|------------|-----------|--|----------------------|
| Provider Name: Tri-County Senior Nutrition Project, Inc | | AAA Name: Area Agency on Aging of Texoma | | | | | | | | | | |
| 8/13/2025 12:34 PM | | | | | | | | | | | | |
| Cost Area | Total Agency Budget | Home Delivered Meal Program | Nutrition Education - AAA Clients | Congregate Meal Program | Other Meal Programs (non-HHS) | Agency Budget not Applicable to Programs | Participant Assessment | Transportation | TDA | XIX | If applicable replace with title of other agency program | Balance not budgeted |
| Total | | | | | | | | | | | | |
| Total of all Cost Areas | 2,927,970.00 | 2,120,149.94 | - | 471,268.99 | - | - | - | - | 282,554.33 | 53,996.73 | - | 0.00 |
| Percentage of Total Cost | 100.000% | 72.410% | 0.000% | 16.095% | 0.000% | 0.000% | 0.000% | 0.000% | 9.650% | 1.844% | 0.000% | |
| Budgeted Meals | | | | | | | | | | | | |
| Provider Prepared Meals | | | | | | | | | | | | |
| Hot Meals | - | - | | | | | | | | | | |
| Frozen Meals | - | - | | | | | | | | | | |
| Chilled Meals | - | | | | | | | | | | | |
| Shelf Stable Meals | - | | | | | | | | | | | |
| Total Provider Prepared Meals | - | - | | | - | - | | | | | | |
| Purchased Meals | | | | | | | | | | | | |
| Hot Prepared Meals Purchased from a Supplier or Central Kitchen | 171,000 | 132,000 | | 39,000 | | | | | | | | |
| Frozen Meals | 68,000 | 68,000 | | | | | | | | | | |
| Chilled Meals | 40 | 40 | | | | | | | | | | |
| Shelf Stable Meals | 4,000 | 4,000 | | | | | | | | | | |
| Total Purchased Meals | 243,040 | 204,040 | | 39,000 | - | | | | | | | |
| Total Budgeted Meals | 243,040 | 204,040 | | 39,000 | - | | | | | | | |
| % of Total Meals | | 84% | | 16% | 0% | | | | | | | |
| Whole Unit Rate | | 10.39 | | 12.08 | | | | | | | | |
| AAA Contractors/Subrecipients may choose to provide required Nutrition Education as a separate service and exclude costs related to Nutrition Education from the meal rate. | | | | | | | | | | | | |
| If the cost of Nutrition Education is to be provided as a separate service, enter an N. This will exclude Nutrition Education costs from the meal rate. | | | | | | | | | | | | |
| n | | | | | | | | | | | | |

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Provider Name: [Tri-County Senior Nutrition Project, Inc](#)
AAA Name: [Area Agency on Aging of Texoma](#)
Type of Provider: [AAA Provider Only](#)

Provider Service Area

This section is used to identify the nutrition provider's service area for **FFY 2026**. This will assist HHS in defining unserved areas of the state.

Please specify the provider's service area by geographical location (county, city, zip code, etc.) If the provider serves an entire county, record the name of the county. City, zip code, and other designations can be used when the provider agency is not serving an entire county.

Examples : 1) City of El Paso; 2) Harris County; 3) Two mile radius of the city limits of Rockdale and Cameron; 4) City of Cedar Park, Leander Zip Codes 78745 and 78746.

| |
|---|
| Congregate Meals Service Area: |
| Cooke County, Fannin County, Grayson County |
| Home Delivered Meals - AAA Service Area: |
| Cooke County, Fannin County, Grayson County |

Home Delivered Meal Budget Worksheet

Provider Name: Tri-County Senior Nutrition Project, Inc
AAA Name: Area Agency on Aging of Texoma

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**Most Recent Completed Budget
Year**

2024

| Expense per General Ledger | Approved Budget | Variance Budget minus Expenses | Percentage of Variance | Percentage of Unit Cost |
|----------------------------------|--------------------|--------------------------------------|---------------------------|----------------------------|
|----------------------------------|--------------------|--------------------------------------|---------------------------|----------------------------|

Personnel

| | | | | | |
|-------------------------------|------------|------------|---------|---------|--------|
| Salaries, PR Taxes & Benefits | 544,139.00 | 559,609.00 | 15,470 | -2.76% | |
| Contract staff, Compensation | 13,380.00 | 1,666.00 | -11,714 | 703.12% | |
| Total | 557,519.00 | 561,275.00 | 3,756 | -0.67% | 26.45% |

Nutrition Education

| | | | | | |
|-------------------------------|---|------|---|-------|-------|
| Salaries, PR Taxes & Benefits | | | 0 | 0.00% | |
| Contract staff, Compensation | | | 0 | 0.00% | |
| Materials | | | 0 | 0.00% | |
| Conference | | | 0 | 0.00% | |
| Total | - | 0.00 | 0 | 0.00% | 0.00% |

Professional Development

| | | | | | |
|------------|-----------|-----------|--------|---------|-------|
| Conference | 7,730.00 | 6,248.00 | -1,482 | 23.72% | |
| Dues | 27,414.00 | 32,904.00 | 5,490 | -16.68% | |
| Materials | 33.00 | 2,083.00 | 2,050 | -98.42% | |
| Total | 35,177.00 | 41,235.00 | 6,058 | -14.69% | 1.67% |

Meals/Food

| | | | | | |
|-----------------|------------|--------------|---------|---------|--------|
| Raw Food | | | 0 | 0.00% | |
| Purchased Meals | 971,382 | 1,141,586.00 | 170,204 | -14.91% | |
| Freight | | | 0 | 0.00% | |
| Storage | 12,010.00 | 15,411.00 | 3,401 | -22.07% | |
| Consumables | 7,074.00 | 10,413.00 | 3,339 | -32.07% | |
| Other | | | 0 | 0.00% | |
| Total | 990,466.00 | 1,167,410.00 | 176,944 | -15.16% | 46.99% |

Equipment

| | | | | | |
|--------------|------------|----------|---------|----------|-------|
| Depreciation | 96,739.00 | | -96,739 | -100.00% | |
| Interest | 2,445.00 | 1,666.00 | -779 | 46.76% | |
| Leasing | 4,710.00 | 4,165.00 | -545 | 13.09% | |
| Maintenance | 1,968.00 | 3,749.00 | 1,781 | -47.51% | |
| Total | 105,862.00 | 9,580.00 | -96,282 | 1005.03% | 5.02% |

Occupancy/Building

| | | | | | |
|-------------------|-------------------|------------------|-----------------|----------------|--------------|
| Rent | 751.00 | 2,499.00 | 1,748 | -69.95% | |
| Utilities | 38,211.00 | 26,573.00 | -11,638 | 43.80% | |
| Depreciation | 64,495.00 | | -64,495 | -100.00% | |
| Mortgage Interest | 45,147.00 | | -45,147 | -100.00% | |
| Insurance | 17,754.00 | 11,246.00 | -6,508 | 57.87% | |
| Security | 2,034.00 | 4,165.00 | 2,131 | -51.16% | |
| Janitorial | 6,374.00 | 4,165.00 | -2,209 | 53.04% | |
| Repair | 4,167.00 | 6,248.00 | 2,081 | -33.31% | |
| Taxes | | | 0 | 0.00% | |
| Total | 178,933.00 | 54,896.00 | -124,037 | 225.95% | 8.49% |

| Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget | |
|---|--|
|---|--|

Proposed Budget

| | | |
|-----------------|--|----------------------------|
| | | |
| Proposed Budget | Percentage Variance Prior Year Actual to Proposed Budget | Percentage of Unit Cost |

| | | |
|-----------|---------|--------|
| 541048.80 | -0.57% | |
| 357.60 | -97.33% | |
| 541406.40 | -2.89% | 25.54% |

| | | |
|------|-------|-------|
| 0.00 | 0.00% | |
| 0.00 | 0.00% | |
| 0.00 | 0.00% | |
| 0.00 | 0.00% | |
| 0.00 | 0.00% | 0.00% |

| | | |
|----------|----------|-------|
| 5364.00 | -30.61% | |
| 5006.40 | -81.74% | |
| 715.20 | 2067.27% | |
| 11085.60 | -68.49% | 0.52% |

| | | |
|------------|----------|--------|
| 0.00 | 0.00% | |
| 1003100.00 | 3.27% | |
| 0.00 | 0.00% | |
| 0.00 | -100.00% | |
| 11622.00 | 64.29% | |
| 5435.52 | 100.00% | |
| 1020157.52 | 3.00% | 48.12% |

| | | |
|----------|----------|-------|
| 89400.00 | -7.59% | |
| 0.00 | -100.00% | |
| 2503.20 | -46.85% | |
| 7152.00 | 263.41% | |
| 99055.20 | -6.43% | 4.67% |

| | | |
|-----------|----------|--------|
| 35760.00 | 4661.65% | |
| 35760.00 | -6.41% | |
| 58534.11 | -9.24% | |
| 121584.00 | 169.31% | |
| 17880.00 | 0.71% | |
| 1430.40 | -29.68% | |
| 4411.00 | -30.80% | |
| 4648.80 | 11.56% | |
| 0.00 | 0.00% | |
| 280008.31 | 56.49% | 13.21% |

Explanation of Variances

| | |
|-------------------------------|--------|
| Inflation Factor 2024 to 2025 | 2.700% |
| Inflation Factor 2025 to 2026 | 2.200% |
| Combined Inflation Factor | 4.900% |

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

We hired a contract labor(Express Employment) in the Admin office.

| | |
|---|--|
| Purchased less meals than expected, less consumables and other. | |
|---|--|

Overall prices went up due to inflation, thus we spent more than budgeted. Depreciation for the building as well as Mortgage interest were not budgeted at the beginning of the fiscal year due to the unknown last invoices amount to be received from the builder when the Central Kitchen project was completed.

| Home Delivered Meal Budget Worksheet | | | | | | Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget | | |
|---|----------------------------|-----------------|--------------------------------|------------------------|-------------------------|---|--|--------------------------|
| Provider Name: Tri-County Senior Nutrition Project, Inc AAA Name: Area Agency on Aging of Texoma | | | | | | | | |
| 8/13/25 12:34 PM | | | | | | | | |
| Most Recent Completed Budget Year 2024 | | | | | | Proposed Budget | | Explanation of Variances |
| | | | | | | | | |
| | | | | | | | | |
| | Expense per General Ledger | Approved Budget | Variance Budget minus Expenses | Percentage of Variance | Percentage of Unit Cost | | Percentage Variance Prior Year Actual to Proposed Budget | Percentage of Unit Cost |
| Transportation/Travel | | | | | | | | |
| Mileage Reimbursement | 10,542.00 | 16,500.00 | 5,958 | -36.11% | | 9822.00 | -6.83% | |
| Delivery | 12,234.00 | 16,660.00 | 4,426 | -26.57% | | 10370.40 | -15.23% | |
| Gas & Oil | 1,092.00 | 2,083.00 | 991 | -47.58% | | 5721.60 | 423.96% | |
| Repairs | 1,535.00 | 1,666.00 | 131 | -7.86% | | 2503.20 | 63.07% | |
| Insurance | 15,076.00 | 8,330.00 | -6,746 | 80.98% | | 16092.00 | 6.74% | |
| Depreciation/Lease | 14,433.00 | | -14,433 | -100.00% | | 12839.27 | -11.04% | |
| Interest | | | 0 | 0.00% | | 0.00 | 0.00% | |
| Tags & Licenses | 167.00 | 125.00 | -42 | 33.60% | | 160.92 | -3.64% | |
| Total | 55,079.00 | 45,364.00 | -9,715 | 21.42% | 2.61% | 57509.39 | 4.41% | 2.71% |
| Administrative & General | | | | | | | | |
| Advertising | 5,442.00 | 1,416.00 | -4,026 | 284.32% | | 715.20 | -86.86% | |
| Printing | 1,006.00 | 1,666.00 | 660 | -39.62% | | 22886.40 | 2174.99% | |
| Copying | | | 0 | 0.00% | | 0.00 | 0.00% | |
| Office Supplies | 11,785.00 | 8,330.00 | -3,455 | 41.48% | | 6079.20 | -48.42% | |
| Contractual Agreements | 108,225.00 | 104,542.00 | -3,683 | 3.52% | | 0.00 | -100.00% | |
| Postage | 1,374.00 | 2,499.00 | 1,125 | -45.02% | | 3576.00 | 160.26% | |
| Telecommunications | 10,610.00 | 13,745.00 | 3,135 | -22.81% | | 9297.60 | -12.37% | |
| Liability Insurance | 15,564.00 | 10,829.00 | -4,735 | 43.73% | | 16807.20 | 7.99% | |
| Legal Fees | | | 0 | 0.00% | | 21456.00 | 100.00% | |
| Accounting Fees | | | 0 | 0.00% | | 214.56 | 100.00% | |
| Consulting Fees | | | 0 | 0.00% | | 0.00 | 0.00% | |
| Other Fees (Explain) | 12,121.00 | 5,831.00 | -6,290 | 107.87% | | 4648.80 | -61.65% | |
| Audit | 18,574.00 | 17,493.00 | -1,081 | 6.18% | | 18094.56 | -2.58% | |
| Other Misc. (Explain) | | | 0 | 0.00% | | 7152.00 | 100.00% | |
| Total | 184,701.00 | 166,351.00 | -18,350 | 11.03% | 8.76% | 110927.52 | -39.94% | 5.23% |
| Total | | | | | | | | |
| Total of all Cost Areas | 2,107,737.00 | 2,046,111.00 | -61,626.00 | 3.01% | 100.00% | 2120149.94 | 0.59% | 100.00% |
| Total Number of Meals | 203,878 | | | | | | | |
| Whole Cost per Meal | 10.34 | 0.00 | | | | | | |
| Approved Meal Rate (Title III & Title XX) | 6.46 | | | | | | | |
| Approved Meal Rate (Title XIX) | - | | | | | | | |

| Home Delivered Meal Budget Worksheet | | | | | | | | | |
|---|----------------------------|-----------------|--------------------------------|------------------------|---|-----------------|--|--------------------------|---|
| Provider Name: Tri-County Senior Nutrition Project, Inc AAA Name: Area Agency on Aging of Texoma | | | | | Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget | | | | |
| 8/13/25 12:34 PM | | | | | | | | | |
| Most Recent Completed Budget Year 2024 | | | | | Proposed Budget | | | Explanation of Variances | |
| | Expense per General Ledger | Approved Budget | Variance Budget minus Expenses | Percentage of Variance | Percentage of Unit Cost | Proposed Budget | Percentage Variance Prior Year Actual to Proposed Budget | Percentage of Unit Cost | <div>Inflation Factor 2024 to 20252.700%</div> <div>Inflation Factor 2025 to 20262.200%</div> <div>Combined Inflation Factor4.900%</div> <div>1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and 2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.</div> |
| Funding Source | | | | | Proposed Meals | | | | |
| HHS - OAAA | | | | | 47,340 | | | | |
| HHS - Title XX | | | | | 78,000 | | | | |
| | | | | | | | | | |
| DADS - Title XIX | | | | | 4,500 | | | | |
| Program Income | | | | | | | | | |
| Other Funds - Eligible Meals | | | | | 71,000 | | | | |
| Other Funds - Non-Eligible Meals | | | | | 3,200 | | | | |
| Local Funds - Required Match | | | | | NA | | | | |
| Local Funds - Cap Limit Exceeded HHS OAAA & Title XX | | | | | NA | | | | |
| Local Funds - Cap Limit Exceeded Title XIX | | | | | NA | | | | |
| Total Meals by Funding Source | | | | | 204,040 | | | | |
| Provider Total Budgeted Home Delivered Meals | | | | | 204,040 | | | | |
| Variance (Provider Total Budgeted Home Delivered Meals - Total Meals by Funding Source) | | | | | - | | | | |
| | | | | | | | | | |
| Estimated Number of Nutrition Education Units AAA Clients | | | | | | | | | |
| Nutrition Education Budget - AAA Clients | | | | | - | | | | |
| Calculated Cost per Unit | | | | | - | | | | |

| | | |
|-----------------|-----------|---|
| Calculated Rate | Revenue | |
| 6.46 | 305,816 | Proposed Meals * Calculated Units |
| 6.46 | 503,880 | Proposed Meals * Calculated Units |
| 0.00 | - | Proposed Meals * Calculated Units |
| | | Proposed Meals * Calculated Units |
| 10.39 | - | Proposed Meals * Calculated Units |
| 10.39 | 737,690 | Proposed Meals * Calculated Units |
| 10.39 | 33,248 | Proposed Meals * Calculated Units |
| 0.97 | 121,580 | HHS OAAA Proposed Meals +Title XX Proposed Meals *Calculated Rate |
| 2.96 | 371,006 | HHS OAAA Proposed Meals +Title XX Proposed Meals *Calculated Rate |
| 10.39 | - | HHS Title XIX Proposed Meals *Calculated Rate |
| | 2,073,221 | |

Home Delivered Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

| | |
|---|--------------------|
| 1. Total Budgeted Expenses for Contract Year | 1. \$ 2,120,149.94 |
| 2. Total Number of Anticipated Meals to be Provided by Funding Source | |
| | |
| HHS OAAA 47,340 Title XX 78,000 Title XIX 4,500 | |
| Program Income 0 Other Funds Eligible Meals 71,000 Other Funds - Non-Eligible Meals 3,200 | 2. 204,040 |
| 3. Whole Unit Rate (Line 1 divided by Line 2) | 3. \$ 10.39 |

Reimbursement Calculation

| | | |
|--|---------------------|------------|
| | HHS OAAA & Title XX | Title XIX |
| 4. Projected NSIP per Meal Value | 0.73 | N/A |
| 5. Rate Less NSIP per Meal Value | \$ 9.66 | N/A |
| 6. Mandatory Local Match of 10% ** If Applicable, Match Reduction From the In-kind Match Certification form | \$ 0.97 \$ - | |
| Required Cash Match | \$ 0.97 | N/A |
| 7. Proposed Meal Rate (Line 3 minus Line 6) | \$ 9.42 | \$ 10.39 |
| As of May 26, 2023, Common Provider Unit Rate cannot exceed 6.46 | | |
| 8. Rate Cap Applicable to Title XIX, Title XX and HHS OAAA Common Providers | \$ 6.46 | |
| 9. Excess of Cap Rate Reduction | \$ (2.96) | \$ (10.39) |
| Accepted Unit Rate for Current Year | \$ 6.46 | \$ - |

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Tri-County Senior Nutrition Project, Inc
Legal Name of Contracted Provider

Printed/Typed Name of Signer

Signature

Date

Area Agency on Aging of Texoma
Name of Area Agency on Aging

#REF!
Printed/Typed Name of Signer

Eric Bridges
Signature

#REF!
Date

| Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|
|---|--|--|--|--|--|--|--|--|--|

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Proposed Budget

Explanation of Variances

| Proposed Budget | Percentage Variance - Prior Year Actual to Proposed Budget | Percentage of Unit Cost |
|-----------------|--|----------------------------|
| 126,335.50 | 15.81% | |
| 83.50 | -96.89% | |
| 126,419.00 | 13.10% | 26.00% |
| - | 0.00% | |
| - | 0.00% | |
| - | 0.00% | |
| - | 0.00% | |
| - | 0.00% | 0.00% |
| 1,252.50 | -19.19% | |
| 1,169.00 | -78.73% | |
| 167.00 | 2285.71% | |
| 2,588.50 | -63.30% | 0.53% |
| - | 0.00% | |
| 228,790.00 | 19.52% | |
| - | 0.00% | |
| - | 0.00% | |
| 2,713.75 | 12.70% | |
| 1,269.20 | -10.49% | |
| 232,772.95 | 19.22% | 47.87% |
| 20,875.00 | 7.64% | |
| - | -100.00% | |
| 584.50 | -38.08% | |
| 1,670.00 | 322.78% | |
| 23,129.50 | 8.98% | 4.76% |
| 8,350.00 | 5429.80% | |
| 8,350.00 | 8.99% | |
| 13,667.78 | 5.71% | |
| 28,390.00 | 213.67% | |
| 4,175.00 | 17.31% | |
| 334.00 | -18.14% | |
| - | -100.00% | |
| 1,085.50 | 30.00% | |
| - | 0.00% | |
| 64,352.28 | 79.39% | 13.23% |

| | | |
|--|-------------------------------|--------|
| | Inflation Factor 2024 to 2025 | 2.700% |
| | Inflation Factor 2025 to 2026 | 2.200% |
| | Combined Inflation Factor | 4.900% |

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

We hired a contract labor(Express Employment) in the Admin office.

Purchased less meals, consumables and other , than budgeted.

Overall prices went up due to inflation, thus we spent more than budgeted. Depreciation for the building as well as Mortgage interest were not budgeted at the beginning of the fiscal year due to the unknown last invoices amount to be received from the builder when the Central Kitchen project was completed.

Congregate Meal Budget Worksheet

Provider Name: [Tri-County Senior Nutrition Project, Inc](#)
AAA Name: [Area Agency on Aging of Texoma](#)

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

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Most Recent Completed Budget
Year 2024

Proposed Budget

Explanation of Variances

| | |
|-------------------------------|--------|
| Inflation Factor 2024 to 2025 | 2.700% |
| Inflation Factor 2025 to 2026 | 2.200% |
| Combined Inflation Factor | 4.900% |

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and
2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

| Cost Area | Expense per General Ledger | Approved Budget | Variance Budget minus Expenses | Percentage of Variance | Percentage of Unit Cost |
|------------------------------|----------------------------|-----------------|--------------------------------|------------------------|-------------------------|
| Mileage Reimbursement | | | 0 | 0.00% | |
| Travel | 2,453.00 | 3,340.00 | 887 | -26.56% | |
| Gas & Oil | 219.00 | 418.00 | 199 | -47.61% | |
| Repairs | 308.00 | 334.00 | 26 | -7.78% | |
| Insurance | 3,022.00 | 1,670.00 | -1,352 | 80.96% | |
| Depreciation/Lease | 2,893.00 | | -2,893 | -100.00% | |
| Interest | | | 0 | 0.00% | |
| Tags & Licenses | 33.00 | 25.00 | -8 | 32.00% | |
| Total | 8,928.00 | 5,787.00 | -3,141 | 54.28% | 2.14% |
| Administrative & General | | | | | |
| Advertising | 1,091.00 | 284.00 | -807 | 284.15% | |
| Printing | 202.00 | 334.00 | 132 | -39.52% | |
| Copying | | | 0 | 0.00% | |
| Office Supplies | 2,363.00 | 1,670.00 | -693 | 41.50% | |
| Contractual Agreements | 21,697.00 | 20,959.00 | -738 | 3.52% | |
| Postage | 275.00 | 501.00 | 226 | -45.11% | |
| Telecommunications | 2,127.00 | 2,756.00 | 629 | -22.82% | |
| Liability Insurance | 3,120.00 | 2,171.00 | -949 | 43.71% | |
| Legal Fees | | | 0 | 0.00% | |
| Accounting Fees | | | 0 | 0.00% | |
| Consulting Fees | | | 0 | 0.00% | |
| Other Fees (Explain) | 1,821.00 | 1,169.00 | -652 | 55.77% | |
| Audit | 3,724.00 | 2,507.00 | -1,217 | 48.54% | |
| Other Misc. (Explain) | | | 0 | 0.00% | |
| Total | 36,420.00 | 32,351.00 | -4,069 | 12.58% | 8.74% |
| Total | | | | | |
| Total of all Cost Areas | 416,512.00 | 403,897.00 | -12,615.00 | 3.12% | 100.00% |
| Total Number of Meals | 40,875 | | | | |
| Whole Cost per Meal | 10.19 | 0.00 | | | |
| Approved Meal Rate Title III | 7.74 | | | | |

| Proposed Budget | Percentage Variance - Prior Year Actual to Proposed Budget | Percentage of Unit Cost |
|-----------------|--|-------------------------|
| - | 0.00% | |
| 2,421.50 | -1.28% | |
| 1,336.00 | 510.05% | |
| 584.50 | 89.77% | |
| 3,757.50 | 24.34% | |
| 2,997.98 | 3.63% | |
| - | 0.00% | |
| 37.58 | 13.86% | |
| 11,135.06 | 24.72% | 2.29% |
| 167.00 | -84.69% | |
| 5,344.00 | 2545.54% | |
| - | 0.00% | |
| 1,419.50 | -39.93% | |
| - | -100.00% | |
| 835.00 | 203.64% | |
| 2,171.00 | 2.07% | |
| 3,924.50 | 25.79% | |
| 5,010.00 | 100.00% | |
| 50.10 | 100.00% | |
| - | 0.00% | |
| 1,085.50 | -40.39% | |
| 4,225.10 | 13.46% | |
| 1,670.00 | 100.00% | |
| 25,901.70 | -28.88% | 5.33% |
| 486,298.99 | 16.76% | 100.00% |

| | |
|---------------------------|----------------|
| Funding Source | Proposed Meals |
| HHS OAAA - Match Required | 29050 |

| | | |
|-----------------|-----------|-----------------------------------|
| Calculated Rate | Revenue | |
| 11.30 | 328265.00 | Proposed Meals * Calculated Units |

Congregate Meal Budget Worksheet

Provider Name: [Tri-County Senior Nutrition Project, Inc](#)
AAA Name: [Area Agency on Aging of Texoma](#)

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Most Recent Completed Budget
Year 2024

| Cost Area | Expense per General Ledger | Approved Budget | Variance Budget minus Expenses | Percentage of Variance | Percentage of Unit Cost |
|--|-------------------------------|--------------------|---|---------------------------|----------------------------|
| Program Income | | | | | 950 |
| Other Funds - Eligible Meals | | | | | 8000 |
| Other Funds - Non-Eligible Meals | | | | | 1000 |
| Local Funds - Required Match | | | | | NA |
| Other Sources 5 | | | | | |
| Other Sources 6 | | | | | |
| Total Meals by Funding Source | | | | | 39000 |
| Provider Total Budgeted Congregate Meals | | | | | 39000 |
| Variance (Provider Total Budgeted Congregate Meals - Total Meals by Funding Source) | | | | | 0 |

| | |
|---|---|
| Estimated Number of Nutrition Education Units AAA Clients | |
| Nutrition Education Budget - AAA Clients | 0 |
| Calculated Cost per Unit | - |

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

| Proposed Budget | | | Explanation of Variances | |
|-----------------|--|----------------------------|--|--|
| Proposed Budget | Percentage Variance - Prior Year Actual to Proposed Budget | Percentage of Unit Cost | Inflation Factor 2024 to 2025 | |
| | | | Inflation Factor 2025 to 2026 | |
| | | | Combined Inflation Factor | |
| | | | 1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more; and | |
| | | | 2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor. | |
| 12.47 | | 11846.50 | Proposed Meals * Calculated Units | |
| 12.47 | | 99760.00 | Proposed Meals * Calculated Units | |
| 12.47 | | 12470.00 | Proposed Meals * Calculated Units | |
| 1.17 | | 33988.50 | Proposed Meals * Calculated Units | |
| 12.47 | | 0.00 | Proposed Meals * Calculated Units | |
| 12.47 | | 0.00 | Proposed Meals * Calculated Units | |
| | | 486330.00 | Total Revenue | |

Congregate Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

| | | | | | | | |
|---|--|---------------|----------------------------------|--------------|-----------------|----------|-------------------|
| 1. Total Budgeted Expenses for Contract Year | | | | | 1. | \$ | <u>486,298.99</u> |
| 2. Total Number of Anticipated Meals to be Provided by Funding Source | | | | | | | |
| HHS OAAA | | <u>29,050</u> | Other Funds Eligible Meals | <u>8,000</u> | Other Sources 5 | <u>0</u> | |
| Program Income | | <u>950</u> | Other Funds - Non-Eligible Meals | <u>1,000</u> | Other Sources 6 | <u>0</u> | 2. <u>39,000</u> |
| 3. Whole Unit Rate (Line 1 divided by Line 2) | | | | | 3. | \$ | <u>12.47</u> |

Reimbursement Calculation

| | |
|---|----------|
| | HHS OAAA |
| 4. Projected NSIP per Meal Value | 0.73 |
| 5. Rate Less NSIP per Meal Value | \$ 11.74 |
| 6. Mandatory Local Match of 10% | \$ 1.17 |
| ** If Applicable, Match Reduction From the In-kind Match Certification form | \$ - |
| Required Cash Match | \$ 1.17 |
| 7. Proposed Meal Rate (Line 3 minus Line 6) | \$ 11.30 |

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Tri-County Senior Nutrition Project,Inc
Legal Name of Contracted Provider

Printed/Typed Name of Signer

Signature

Date

Area Agency on Aging of Texoma
Name of Area Agency on Aging

Printed/Typed Name of Signer

Eric Bridges
Signature

Date

TO: TCOG Governing Board
THRU: Eric Bridges, Executive Director
FROM: Alexis Taylor-Baker, Regional Services Specialist
DATE: August 14, 2025
RE: FY26 Texas Department of Agriculture Community Development Block Grant (CDBG) Community and Economic Development Assistance Fund (CEDAF) offer of funding

RECOMMENDATION

Accept the offer of funding from the Texas Department of Agriculture's Community Development Block Grant Community and Economic Development Assistance Fund

BACKGROUND

The proposed allocation is budgeted for technical assistance not related to a specific TXCDBG project, but rather technical assistance provided throughout the region, to include the dissemination of TDA's public information, and various outreach event (i.e. CDBG grants, Fair Housing, etc.)

DISCUSSION

TDA has been working with Texas COGs on a contract basis to accomplish the above list of activities. Contracts run from September 1 through August 31.

BUDGET

\$9,751.00

**OFFER OF FUNDING
FOR TECHNICAL ASSISTANCE SERVICES RELATED TO
COMMUNITY AND ECONOMIC DEVELOPMENT**

The Texas Department of Agriculture is pleased to announce the proposed funding amounts for the TxCDBG CEDAF **technical assistance set aside** during CDBG Program Year 2025. Please consider the opportunity below for the Texoma Council of Governments (TEXOMA) to contract for the technical assistance funding.

If TEXOMA decides to accept this technical assistance funding, a subrecipient agreement for Program Year 2025 will be issued. The terms of the funding available to your agency for the one year agreement will be:

State Fiscal Year: 2026
TxCDBG Program Year: 2025
Service Period: September 1, 2025 to August 31, 2026
Maximum Funds Available: \$9751

The proposed allocation is budgeted for technical assistance not related to a specific TxCDBG project, but reflects technical assistance provided throughout the region, including dissemination of TDA's published information, outreach for fair housing goals, and coordination of regional meetings. A sample Budget and Performance Statement is attached for additional information.

To indicate the TEXOMA's intent to accept the proposed subrecipient contract agreement, please sign the statement below.

To decline the offer of a subrecipient contract agreement, please send an email to Suzanne.Barnard@TexasAgriculture.gov confirming the decision.

TEXOMA **ACCEPTS** the proposed PY 2025 CEDAF technical assistance set aside subrecipient contractual agreement and **REQUESTS FUNDING** for the amount \$9751 to support TxCDBG technical assistance needs.

Executive Director or Designee

Eric M. Bridges, Executive Director

Name and Title of Signatory

CONTRACT NO. (CEDAF25-XX)

**ATTACHMENT A
PERFORMANCE STATEMENT
FOR TECHNICAL ASSISTANCE SERVICES RELATED TO
COMMUNITY AND ECONOMIC DEVELOPMENT**

Contractor shall carry out the following technical assistance activities in the Contractor's state planning region. The Contractor shall ensure that the amount of funds requested for each activity described does not exceed the amount specified for such activity in Attachment B (Budget).

Technical Assistance Activities

Contractor shall provide to TxCDBG eligible localities within its operating region technical assistance services related to the TxCDBG program and in compliance with HUD CPD Notice 99-9.

A. Dissemination of Program Information

Separate and apart from any information provided as part of the Community Development Fund Regional Scoring Priorities, Contractor shall keep TxCDBG eligible communities within its operating region informed of information provided by the Department via the CDBG listserv throughout the Contract period.

1. Contractor shall forward to TxCDBG eligible communities information regarding TxCDBG meetings, workshops, hearings, other similar activities. Contractor shall encourage local participation and attendance at such events. Contractor shall retain documentation of forwarded announcements and other communication.
2. Contractor shall maintain information on its website related to open TxCDBG application cycles, Section 3 goals and policies, policy changes, and other program announcements from the Department.
3. Contractor shall notify faith-based and community-based organizations regarding TxCDBG application opportunities, as appropriate; and especially regarding the administrative events and/or activities being accomplished and promoted under this Contract.

B. Grant Outreach Meeting

Contractor shall facilitate a meeting to provide program information to and solicit stakeholder input from TxCDBG communities..

1. Contractor is responsible for coordinating meeting space, scheduling, and facilitating attendance. Meeting space must be appropriate for large group discussion as well as subsequent breakout conversations.
2. Contractor must provide notice of the meeting in writing to all communities eligible to apply for TxCDBG funding.

3. Content of the meeting shall be prepared and delivered by Department staff.
4. The meeting shall take place between October 1, 2025, and March 31, 2025, unless otherwise approved by the Department.

C. Fair Housing and other Outreach Events

1. Contractor shall conduct at least one of the following activities to promote fair housing and/or the overall CDBG program goals:
 - a. Event to promote Fair Housing Month
 - b. Event to promote Community Development Week in April of each year, which includes an invitation to federal and state elected officials;
 - c. Job fair or other event to promote Section 3 employment;
 - d. Housing fair or other event to assist grant recipient communities in meeting their fair housing activity obligations;
 - e. Media coverage of Fair Housing issues such as real-world examples of discrimination and local response, analysis of conditions that unintentionally result in fair housing issues, and local actions taken to address fair housing concerns (other than a governing body's resolution to promote fair housing) – coverage may include newspaper, magazine, television, radio, social media, or similar outlets; and/or
 - f. Media coverage for a TxCDBG-funded project that has made a positive impact on the community – coverage may include newspaper, magazine, television, radio, social media, or similar outlets;
2. Contractor is encouraged to proclaim and publicize Fair Housing Month; however, such an activity is not sufficient to satisfy the Fair Housing and Other Outreach Event activity requirement.

Reimbursement and Reporting

1. Contractor must report to the Department on its accomplishments within thirty (30) days following the end of each annual performance period.
2. Contractor shall request reimbursement under this Contract by submitting:
 - a. Invoices documenting activities accomplished;
 - b. Supporting documentation for each activity accomplished, including assistance logs, screenshot or website printouts, email messages, and event invitations or advertisements; and
 - c. CEDAF Request for Payment Form provided by TDA staff.

CONTRACT NO. (CEDAF25-xx)

ATTACHMENT B

BUDGET

| Activity | Funds Awarded |
|--------------------------------------|----------------------|
| Dissemination of Program Information | \$4,490 |
| Grant Kick-Off Meeting | \$4,490 |
| Fair Housing and Other Outreach | \$4,490 |
| Total Funds | \$13,470 |

TO: TCOG Governing Board
FROM: Eric Bridges, Executive Director
DATE: August 15, 2025
RE: Contract for Supply of Electricity

RECOMMENDATION

Ratify the execution of a contract with TXU Retail Company LLC to supply electricity for the period August 7, 2025 through May 31, 2028

BACKGROUND

In a letter dated August 4, 2025 (received on August 11, 2025), our current electricity retail provider – Summer Energy, LLC – notified us that they would be leaving the retail electric market and discontinuing all their electricity products on August 19, 2025. This action required we either secure a replacement Retail Energy Provider (REP) before August 19th or risk being dropped to a Provider of Last Resort (POLR) which would put us on a variable (month-to-month) rate that could run as high as \$.30/Kwh.

DISCUSSION

Given the urgency of the issue, we tasked our electricity aggregation consultant (TS Energy Services LP) to move quickly solicit bids from other electricity supply retailers providers before the August 19th deadline. TXU Retail Company LLC responded with the lowest bid of \$.06675 per kWh.

| <p><i>Texoma Council of Governments</i> <i>Electricity bids August 4th 2025</i></p> | | | | | | | | | |
|--|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|
| Retail Provider | 12 mn | 22 mn | 24 mn | 34 mn | 36 mn | 46 mn | 48 mn | 58 mn | 60 mn |
| NRG Energy | 6.886 | No bid | 7.249 | No bid | 7.376 | No bid | 7.426 | No bid | 7.134 |
| Shell Energy | 6.675 | No bid | 6.967 | No bid | 7.098 | No bid | 7.165 | No bid | 7.208 |
| Freepoint Energy | 6.863 | No bid | 7.316 | No bid | 7.495 | No bid | 7.601 | No bid | No bid |
| TXU Energy | 6.751 | 6.495 | 6.84 | 6.675 | 6.721 | 6.7 | 6.943 | 6.782 | 6.803 |
| Constellation | 6.94 | No bid | 7.28 | No bid | 7.49 | No bid | 7.58 | No bid | No bid |
| APG&E | 7.27 | No bid | 7.35 | No bid | 7.405 | No bid | 7.583 | No bid | No bid |

BUDGET

Increase in cost per kWh from \$.03968 to \$.06675.



5847 San Felipe Street, Suite 3700
Houston, Texas 77057

08/04/2025

340952 BATCH1
591



TEXOMA COUNCIL OF GOVERNMENT
1117 GALLAGHER DR STE 100
SHERMAN TX 75090-3107



Dear Texoma Council Of Government

Summer Energy ("Summer") Public Utility Commission of Texas (PUCT) under certificate number 10205, appreciates your business and is honored to have been your Retail Electric Provider ("REP"). Unfortunately, Summer has decided to leave the retail electric market in Texas. As such, we will be discontinuing all our electricity products, including the product you have selected, on **August 19, 2025**. This is a "material change" in of the Summer Energy Master Electricity Sales Agreement, and as such, you have the right to cancel the Agreement and choose another REP for your associated service locations prior to **August 19, 2025**, without any Early Termination Fee assessed by Summer. If you take no action before this date, you will be dropped to the Provider of Last Resort.

Sincerely,
Summer Energy, LLC

Summer Energy, LLC PUCT# 10205

Contract for Supply of Electricity



| | | | | | | |
|---------------------|---|----------|-------------------------------------|--|--------------|-------------------|
| Quote Number: | S0785985 | Product: | Fixed Price / Hub / Unlimited Swing | | | |
| Business Partner #: | 0020243323 | | | | | |
| Buyer: | Texoma Council of Governments 1117 Gallagher Dr SHERMAN, TX 75090 | | Seller: | TXU Energy Retail Company LLC REP Certification No. 10004 6555 Sierra Drive Irving, Texas 75039 Attn: Retail Contract Administration | | |
| Phone: | 903-813-3512 | Fax: | 903-813-3511 | Phone: | 866-576-6745 | Fax: 972-556-6108 |

I. TERM

Primary Term: The Primary Term for each Premise will begin on the first meter read, and end on the first regularly scheduled meter read, for each Premise occurring on or after the dates listed below in compliance with the Terms and Conditions.

Primary Term Start Date: August 07, 2025

Primary Term End Date: May 31, 2028

II. CHARGES

Amount (Monthly Charges will be the total of the items listed in this Article II.)

(i) All kWh Charge (the per kWh "Contract Price")

\$0.0667569 per kWh

The All kWh Charge includes charges for the commodity (including the price impact, if any, resulting from the implementation of the Operating Reserve Demand Curve ("ORDC")), Energy (shaped), Ancillary Services, Qualified Scheduling Entity Charges, Renewable Energy Credit Charges, Reliability Must Run ("RMR"), Reliability Unit Commitment ("RUC"), Line Losses (TDSP), Market Clearing Price for Capacity, ERCOT Administration Fee/ISO Fees, Unaccounted for Energy ("UFE") as defined and specified in the ERCOT Protocols and the applicable TDSP's Tariff in effect as of the date of this Agreement. It will also include the settlement charges to the applicable ERCOT Hub, but will exclude settlement charges for Congestion to the applicable ERCOT Load Zone (i.e., excludes the difference between the applicable ERCOT Hub price and the applicable ERCOT Load Zone price for each fifteen (15) minute interval/block of time contained in the applicable contract billing month) which will be passed through to Buyer without markup by Seller* pursuant to "(v) Other Charges" below.

***Buyer should be aware that the Hub to Load Zone settlement differential per interval potentially could be very volatile, with effectively no cap or limitation on how high such interval costs can go. Market and other conditions potentially could result in significant increases in such costs for extended periods of time for which Buyer nevertheless will remain responsible for paying. Seller has not provided and is not providing under this transaction any risk management or hedges in conjunction with the costs associated with this HUB to Load Zone settlement differential.**

(ii) Standing Charge

The sum of the Monthly Standing Charges for all ESI IDs as listed in Exhibit A.

(iii) Other Charges

Varies by ESI ID throughout the Term. All charges, other than those listed above or below, imposed upon Seller or Buyer by the TDSP or another party that are allowed or required by the PUCT, ERCOT, or any other governmental or regulatory authority, on or with respect to the acquisition, sale, delivery, and purchase of the Power.

(iv) Taxes

Varies by ESI ID throughout the Term. All taxes imposed by any governmental or regulatory authority on the acquisition, sale, delivery, and purchase of the Power., Includes, but is not limited to, Seller's Texas Gross Receipts Tax and Public Utility Commission Assessment on the acquisition, sales, delivery, or purchase of the Power.

(v) Aggregator/Third Party Fee

The pricing under this Agreement reflects a payment to TES Energy Services LP in connection with its efforts to facilitate Buyer and Seller entering into this Agreement.

III. BILLING

Payment Terms: Net 30 days from the date of the invoice via Check.

IV. SPECIAL PROVISIONS

INITIAL SECURITY:

An initial cash deposit in the amount of \$0.00 is required within ten (10) days from the issuance date of the invoice for the deposit. Once received, the cash deposit may be replaced by a surety bond, or an irrevocable letter of credit either of which shall be (i) in a form reasonably acceptable to Seller, (ii) from an institution reasonably acceptable to Seller, and (iii) in the same dollar amount as the cash deposit. The security shall remain in effect until at least two (2) months after the Primary Term End Date.


V. USAGE TOLERANCES

Not Applicable

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VI. TERMS AND CONDITIONS

The attached Terms and Conditions, Exhibit A, Exhibit A-1, and other attachments, as applicable, are incorporated herein by reference.

| | |
|---|---|
| Buyer Legal Name: Texoma Council of Governments a Texas political subdivision | Seller Legal Name: TXU Energy Retail Company LLC, a Texas limited liability company |
| By (Name of General Partner or Agent if applicable): Its General Partner | |
| Buyer Signature:  | Seller Signature: |
| Officer's Printed Name: Eric M. Bridges | Officer's Printed Name: |
| Title: Executive Director | Title: |
| Date: 8/5/2025 | Date: |

TERMS AND CONDITIONS

I. DEFINITIONS

"Agreement" means the Contract for the Supply of Electricity that is subject to these Terms and Conditions.

"ERCOT" means the Electric Reliability Council of Texas, Inc.

"ESI ID" means an Electric Service Identifier designation for a particular TDSP Point of Delivery.

"POLR" means the provider of last resort as designated by the PUCT.

"Power" means all of Buyer's non-residential electricity requirements for each of the Premise(s).

"PUCT" means the Public Utility Commission of Texas.

"Premise" means individually, and "Premises" means collectively, each parcel of real property and improvements identified on Exhibit A.

"REP" means a retail electric provider that is certified by the PUCT.

"Seller Point of Delivery" means the point where Seller's suppliers' conductors are connected to the applicable TDSP's conductors.

"TDSP Point of Delivery" means the point where the applicable TDSP's conductors are connected to Buyer's conductors at or near Buyer's Premise(s).

"TDSP" means a transmission and/or distribution provider under the jurisdiction of the PUCT that owns and maintains a transmission or distribution system for the delivery of energy.

"Term" means the time period during which the Agreement is effective as specified in Article I of the Agreement.

"Terms and Conditions" means these Terms and Conditions for Supply of Electricity.

Capitalized terms not defined in these Terms and Conditions shall have the meaning identified in the Agreement.

II. SUBJECT MATTER AND QUANTITY. During the Term Seller shall sell to Buyer and Buyer shall purchase from Seller all of Buyer's Power for the listed Premises. Seller shall cause delivery of the Power to the applicable Seller Point(s) of Delivery and Buyer shall receive the Power at the ESI ID(s) at the TDSP Point(s) of Delivery. Buyer shall use the Power only at the Premise(s). A Premise may have one or more TDSP Points of Delivery.

III. SECURITY AND CREDIT REQUIREMENTS.

Buyer shall provide the amount of security, if any, stated in Article IV ("Special Provisions") of the Agreement before the Primary Term Start Date. Additionally, if at any time prior to the end of the Agreement Seller later determines in good faith that there has been a material adverse change in Buyer's or Buyer's Parent's credit status or financial condition and/or in electricity market conditions and/or Buyer fails to pay all Charges when due, Seller may demand security (or additional security if initial security was previously provided) from Buyer in an amount and form reasonably acceptable to Seller. Buyer shall provide security to Seller within five (5) business days of such request. Seller shall return the security (and accrued interest, if applicable, at the One Year Treasury Constant Maturity index published by the Federal Reserve Board as of the first auction date after January 1 of the applicable year) less any amounts owed by Buyer under the Agreement, when Seller reasonably determines that such security is no longer necessary.

IV. CALCULATION AND PAYMENT OF CHARGES.

4.1 Seller will invoice Buyer for the Charges listed in Article II ("Charges") of the Agreement for Power delivered to the Premise(s) during each monthly billing cycle of the Term. Buyer shall pay Seller the Charges identified on each invoice by the due date listed in Article III ("Billing") of the Agreement. All past due amounts shall accrue interest at a rate equal to one percent (1%) above the "Prime Rate" published in The Wall Street Journal under "Money Rates" or an appropriate substitute should such rate cease to be published, unless a lesser amount is required by law, from the date the payment was originally due until paid (including accrued interest).

4.2 Intentionally Deleted.

4.3 Intentionally Deleted.

4.4 (a) Seller reserves the right to allocate measured consumption to the applicable calendar month for any ESI IDs not installed with an interval data recorder ("IDR"), or for IDRs for which IDR information was not received by Seller in a useable format. (b) If, for whatever reason, the proper meter readings are not communicated to Seller by the TDSP in time for Seller to prepare the invoice for the Charges, Seller shall have the right to reasonably estimate the quantity of the electricity consumed and Buyer shall pay the Charges for the estimated amounts subject to any adjustments which may be necessary following the reading. (c) It is recognized by the Parties hereto that ERCOT has established time periods for disputing and/or correcting certain matters related to the settlement of energy charges. Therefore, notwithstanding any other provisions of the Agreement, in the event of a dispute and/or possible correction, relating to the Agreement, which would involve a settlement with ERCOT that is barred by ERCOT (an "ERCOT Barred Issue"), then, to the extent that adjustment or settlement of such matter via the ERCOT energy settlement process cannot occur as a result of it being an ERCOT Barred Issue, the subject statement, invoice, notice or other matter that is at issue under this Agreement may not be adjusted, but only with respect to such ERCOT Barred Issue.

4.5 Seller, in its sole discretion, may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) under the Agreement (i) upon expiration or termination of this Agreement for any reason, if Buyer has not executed a replacement agreement with Seller or switched to another electricity provider for the applicable Premise(s), or (ii) at any time thereafter, until Buyer either executes a replacement agreement with Seller or switches to another electricity provider for the applicable Premise(s). In any event, if Seller is ever determined to have been Buyer's electricity supplier for a period after the expiration or termination of the Agreement, then Seller may charge Buyer, as the Contract Price for Power utilized at such Premise(s) during such period, a price per kWh equivalent to Seller's then current "standard list price offer," and the other terms governing such sale shall be identical to those applicable to sales that occurred prior to the termination/expiration of the Agreement.

4.6 (a) If (i) Buyer changes any TDSP Point of Delivery for a Premise to a delivery service voltage level that is different than the voltage level in place for such TDSP Point of Delivery at the time the Agreement became effective, or Buyer changes the existing electric meter at any TDSP Point(s) of Delivery for a Premise to a different size/capacity than the size/capacity in place at the time the Agreement became effective, (ii) Buyer causes the ERCOT Deemed Load Profile Type for any of its Premises to change, or (iii) Seller's cost to serve Buyer under the Agreement is otherwise increased as a result of judicial, governmental, quasi-governmental (e.g., ERCOT) or regulatory action, (including, but not limited to, actions with regard to congestion zones, nodal congestion, carbon cap/trade/remediation, renewable energy sources or standards, etc.), then Seller may adjust the Contract Price under the Agreement in order to reflect the increased cost to Seller of serving Buyer thereunder as a result of any such change(s). Seller shall provide Buyer with written notice of the adjustment to the Contract Price pursuant to this Section 4.6, along with a written explanation of the change that includes the effective date of the adjustment and the circumstances giving rise to the increased cost to Seller. Provided, however, in the event that Seller ever does so adjust the Contract Price under the Agreement pursuant to this Section 4.6, Buyer shall have the right, within thirty (30) calendar days after Seller's notice of such increase in the Contract Price, to terminate the Agreement upon thirty (30) calendar days prior written notice to Seller; provided further, however, in the event that Seller should sustain a loss in liquidating the remaining Power quantities under the Agreement as a result of Buyer exercising such right to terminate the Agreement, Buyer agrees to reimburse Seller the amount equal to the product of (i) the remaining quantities of electricity reflected on Exhibit A-1 after such termination multiplied by (ii) the Contract Price minus the then current market value as reasonably determined by Seller. Such amount shall be due and payable on or before the date of Buyer's termination. (b) During the Agreement Term, Buyer shall not consume electricity at any Premises from any source (including self-generation) except for Power sold by Seller under the Agreement; however, Buyer may consume electricity from emergency generation during power outages at the Premises and for purposes of testing such emergency generation.

V. ADDITION AND REMOVAL OF PREMISES.

5.1 Buyer shall be entitled to add one or more Premises (and associated electricity quantities as reasonably determined by Seller) to the Agreement by submitting its written request to add the Premise(s) on Seller's then current standard form for such a request and by agreeing to pay Seller an additional lump sum amount equal to, the positive amount, if any, calculated as follows: the sum of (i) the product of (A) the kWh amount of electricity quantities attributable to the additional Premise(s) for the remainder of the Agreement Term as reasonably determined by Seller ("Premise Addition Quantities") multiplied by (B) the then current market based price of a kWh as reasonably determined by Seller minus the Contract Price under this Agreement plus (ii) Seller's reasonable costs incurred to perform the addition (such sum, the "Premise Addition Payment"). In such event, the additional Premise(s) and associated electricity quantities shall be added to this Agreement and thereafter shall be subject to the Charges, monthly usage tolerances, and other terms of this Agreement for the balance of the Agreement Term. Buyer shall pay Seller's invoice for each Premise Addition Payment on or before the end of the time period listed in Article III ("Billing"). In the alternative, Buyer shall have the option to (i) enter into a new separate Agreement with Seller covering the additional Premise(s) at Seller's then-current market based prices, or (ii) contract for such additional Premise(s) with another REP in lieu of adding the Premise(s) to this Agreement, or (iii) covering the Premise(s) under a new Agreement with Seller.

5.2 Buyer shall be entitled to remove one or more, but not all, Premises (and associated electricity quantities as reasonably determined by Seller) from the Agreement only if Buyer either (a) sells or leases the Premises or (b) closes the Premises for the remainder of the Term. Buyer shall provide Seller with thirty (30) calendar days prior written notice (specifying each applicable Premise and the date of removal) if it intends to remove one or more Premise(s) from the Agreement. Unless Buyer sells or leases a removed Premise, as of the date of removal, to a purchaser or lessee who (x) first executes a new contract with Seller upon the same terms as Buyer's contract and (y) is creditworthy as determined by Seller in Seller's reasonable discretion, Buyer shall pay to Seller in respect of each such removed Premise the positive amount, if any, as follows: the product of (i) the kWh amount of electricity quantities attributable to such Premise for the remainder of the Agreement Term as reasonably determined by Seller (the "Premise Liquidated Quantities") multiplied by (ii) the Contract Price under this Agreement minus ninety-five percent (95%) of the then-current market value of a kWh as reasonably determined by Seller (such product, the "Premise Liquidation Payment"). Buyer shall pay Seller's invoice for each Premise Liquidation Payment on or before the end of the time period listed in Article III ("Billing").

Notwithstanding the above paragraphs, Buyer will owe Seller settlement costs, if any, for RECs and/or EFECs added or removed due to the addition or deletion of one or more Premises as outlined in Sections 5.1 and 5.2 of the Terms and Conditions using the current market price for RECs and/or EFECs. Any settlement costs owed for RECs and/or EFECs will be billed in accordance with Article V of the Terms and Conditions.

VI. REMEDIES UPON TERMINATION.

6.1 A material breach of the Agreement includes: (a) the failure of either Party to make any payment due to the other Party pursuant to the terms of the Agreement and such failure is not cured within ten (10) calendar days following written notice of such failure describing the breach in reasonable detail; (b) the failure of a Party to comply with any other material term of the Agreement when such failure is not cured within thirty (30) calendar days following written notice of such failure describing the breach in reasonable detail; (c) a Party becomes or declares that it is bankrupt, or becomes or declares that it is the subject of any proceedings, or takes any action whatsoever, relating to its bankruptcy or liquidation, or is not generally paying its debts as they become due; (d) Buyer enters into another electricity supply agreement for any Premise(s) with another REP that covers any period during the Agreement Term; (e) Buyer sells, leases, closes or otherwise conveys or assigns any of the Premises, except as allowed under Article IV ("Special Provisions") of the Agreement, Article V ("Addition and Removal of Premises") or Section 12.2

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("Assignment") hereof; (f) Buyer's total monthly usage ever decreases to a de minimis amount or fails to exceed a de minimis amount for reasons other than Force Majeure or Seller's breach; (g) any representation of a Party hereunder is not true and correct in all material respects as of the date this Agreement is entered into; or (h) the failure of Buyer to timely pay security to Seller as may be required hereunder. In the event of a material breach of the Agreement by either Party, the non-breaching Party may, in its sole discretion, and without prejudice to any other rights under the Agreement, at law or in equity, immediately terminate the Agreement.

6.2 (a) If Seller terminates the Agreement due to a material breach by Buyer, (i) Seller may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) covered hereunder, except as may be prohibited by law, and (ii) within thirty (30) calendar days following such termination, Buyer shall pay Seller, in addition to all reasonable direct costs and expenses incurred by Seller as a result of such material breach and termination, and all amounts Buyer owes Seller with respect to time periods prior to the termination, the positive amount, if any, calculated as follows as of the date of termination: the sum of (A) the product of (i) the remaining quantities of electricity for the remainder of the Agreement Term as reflected on Exhibit A-1 ("the **Remaining Quantities**") multiplied by (ii) the Contract Price under the Agreement minus the then-current market value of a kWh as reasonably determined by Seller plus (B) the value of any term extension option rights, if any, that Seller may have under the Agreement.

(b) If Buyer terminates the Agreement due to a material breach by Seller, (i) Buyer shall have the right to select any other REP as its electricity provider, and (ii) within thirty (30) calendar days following such termination, Seller shall pay or credit Buyer, in addition to all reasonable direct costs and expenses incurred by Buyer as a result of such material breach and termination, the positive amount, if any, calculated as follows: the product of (A) the Remaining Quantities multiplied by (B) the sum of (1) the lesser of (1) the then current market value of a kWh as reasonably determined by Seller, (2) the price offered by the POLR, or (3) any REP's standard list price offer (or equivalent or similar pricing), minus (ii) the Contract Price.

VII. FORCE MAJEURE.

If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the claiming Party (other than the obligations to pay any amounts arising prior to the Force Majeure event) shall be suspended, for the duration of such Force Majeure event, to the extent made necessary by such Force Majeure event. The term "Force Majeure" shall mean any act or event that is beyond the claiming Party's control (and which could not be reasonably anticipated and prevented through the use of reasonable measures), including, without limitation, the failure of the TDSP to receive, transport or deliver, or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of Force Majeure that affects Seller's suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible, and shall take all reasonable measures to reduce as much as practicable the duration of such Force Majeure event. Force Majeure shall not include (a) the opportunity for Seller to sell the electricity to be sold under the Agreement to another party at a higher price than that set forth in the Agreement, (b) the opportunity for Buyer to purchase electricity for its Premise(s) from another party at a lower price than that set forth in the Agreement, or (c) the inability of either Party to pay its obligations under the Agreement or any other of its obligations or debts as they become due.

VIII. WARRANTIES AND LIMITATIONS OF LIABILITIES.

8.1 SELLER HEREBY WARRANTS TO BUYER THAT AT THE TIME OF DELIVERY OF ELECTRICITY HEREUNDER IT WILL HAVE GOOD TITLE AND/OR THE RIGHT TO SELL SUCH ELECTRICITY, AND THAT SUCH ELECTRICITY WILL BE FREE AND CLEAR OF ALL LIENS AND ADVERSE CLAIMS. TITLE WILL PASS TO BUYER AT THE TDSP POINT OF DELIVERY. EXCEPT AS PROVIDED FOR IN THE FIRST SENTENCE OF THIS SECTION 8.1, SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND BUYER WAIVES ALL SUCH WARRANTIES.

8.2 UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY OF A PARTY TO THE OTHER PARTY UNDER THE AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH THE AGREEMENT. THE LIMITATIONS IMPOSED IN THIS PARAGRAPH ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE OF THE DAMAGES, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL AND INTENTIONAL MISCONDUCT OF ANY PARTY, OR TO DAMAGES COVERED BY ANY INDEMNIFICATION UNDER ARTICLE XI BELOW.

IX. NOTICES.

All notices required or permitted under the Agreement shall be in writing and shall be deemed to be delivered (a) when (i) deposited in the United States mail (first class as to all notices other than disconnection, termination and/or material breach notices, and registered or certified as to all disconnection, termination and/or material breach notices), postage prepaid; or (ii) deposited with an overnight delivery service, prepaid, to Buyer's address or Seller's address as shown at the beginning of the Agreement, or to such address as either Party may from time to time designate as its address for notices hereunder, or (b) in the case of hand delivery, when delivered to a representative of either Party by or on behalf of the other Party.

X. APPLICABLE LAW AND REGULATIONS.

10.1 The applicable Tariff(s) for Retail Delivery Service (the "Tariff") of the appropriate TDSP(s) serving Buyer's Premise(s) is incorporated herein to the same extent as if fully set forth herein.

10.2 The Agreement is subject to, and both Parties agree to obey and comply with, all applicable laws, regulations, rules and orders. However, notwithstanding the foregoing, both Parties agree that, to the fullest extent allowed by law, (i) it is their intention to agree to terms and conditions different from those set forth in the "Customer Protection Rules for Retail Electric Service" as amended, or as may be amended in the future (the "Customer Rules") currently beginning with Section 25.471 of the PUCT's Substantive Rules Applicable to Electric Service Providers; (ii) in the event that there is any conflict between the terms contained in the Agreement and the Customer Rules, the Agreement shall control; and (iii) the Parties expressly acknowledge that certain terms and conditions addressed in the Customer Rules may not be provided for or referred to in the Agreement, and, in such event, it is the intent of the Parties that such terms and conditions are not applicable to the Parties.

10.3 In the event a judicial, governmental, regulatory, or quasi-governmental decision or order, new law or regulation, or a change in law or regulation (i) renders illegal or unenforceable the pricing (or components thereof) under the Agreement, or (ii) materially and directly adversely affects a Party's ability to perform its material obligations under the Agreement to the extent that the performance of such obligations would be illegal or unenforceable, then (except as to those events covered by Section 4.6 (a) hereof) the Party that is adversely affected shall have the right to notify the other Party, within forty-five (45) calendar days after becoming aware of such detrimental change. Upon any such notification, the Parties shall use commercially reasonable efforts to negotiate a modification of the Agreement so as to mitigate the impact of the event. If, after thirty (30) calendar days beyond the date of notice, the Parties have been unable to negotiate a mutually satisfactory modification to the terms of the Agreement, the adversely affected Party shall have the right to terminate the Agreement upon ten (10) calendar days prior written notice to the other Party, given within sixty (60) calendar days after the date of the original notice hereunder. In the event of such a termination, the Parties agree to settle as follows: (a) if Seller is the terminating Party, then if the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities (as defined in Section 6.2(a) above is greater than the Contract Price, Seller shall pay to Buyer the product of (i) the Remaining Quantities multiplied by (ii) such market value minus the Contract Price; (b) if Buyer is the terminating Party, then in the event the Contract Price is more than the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities, then Buyer shall pay to Seller the product of (i) the Remaining Quantities multiplied by (ii) the Contract Price minus such market value; provided, however, if the detrimental change results in both Parties being an adversely affected Party entitled to terminate the Agreement pursuant to this Section 10.3, then in the event of a termination under this Section 10.3, there shall be no settlement payment from one Party to the other with regard to the remaining unused Power quantities.

XI. INDEMNIFICATION.

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "Seller Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to "Claims"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to the electric power and energy and/or Buyer's performance under the Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Buyer, its parent company and all of its affiliates, and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "Buyer Group"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to the electric power and energy and/or Seller's performance under the Agreement.

XII. MISCELLANEOUS.

12.1 **UCC. THE PARTIES AGREE THAT THE PROVISIONS OF ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) SHALL APPLY TO THE AGREEMENT AND ALL TRANSACTIONS THEREUNDER, IRRESPECTIVE OF WHETHER SUCH TRANSACTIONS ARE DEEMED TO BE A SALE OF GOODS OR THE PROVIDING OF A SERVICE; HOWEVER, IN THE EVENT OF A CONFLICT, THE TERMS AND PROVISIONS OF THE AGREEMENT SHALL CONTROL OVER THOSE CONTAINED IN THE UCC. NOTWITHSTANDING THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL IMPLIED RIGHTS RELATING TO FINANCIAL ASSURANCES ARISING FROM SECTION 2-609 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) OR APPLICABLE CASE LAW APPLYING SIMILAR DOCTRINES, ARE HEREBY WAIVED.**

12.2 **Assignment.** Neither Party may assign the Agreement in whole or in part without first obtaining the other Party's prior written consent, which consent shall not be unreasonably withheld; provided that (i) Seller may assign the Agreement to any REP without obtaining Buyer's prior consent and (ii) Seller will not withhold its consent if Buyer makes assignment to a party who in Seller's reasonable opinion is creditworthy. Any assignment of the Agreement by Buyer must be in conjunction with a conveyance of legal title to all of the Premises to a single entity. The Agreement shall inure to and be binding upon the Parties hereto, and their respective successors and assigns; provided that, if a Party makes a valid assignment of the Agreement, the other Party hereby agrees that the assigning party is released from its future obligations under the Agreement.

12.3 **Entirety of Agreement.** The Parties each acknowledge that they are relying on their own judgment and it is the intention that the Agreement (i) shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity, and (ii) supersedes, and the Parties hereby expressly disclaim any reliance upon, all prior discussions and agreements between the Parties hereto, whether written or oral, as to the subject Premise(s). Both Parties have agreed to the wording of the Agreement and any ambiguities therein shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Agreement. The Agreement may not be modified or amended except in writing, duly executed by the Parties hereto.

12.4 **Waiver of Rights.** A waiver by either Party of any breach of the Agreement, or the failure of either Party to enforce any of the terms and provisions of the Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

12.5 **Third Party Beneficiary/Rights.** Nothing in the Agreement shall create, or be construed as creating, any express or implied benefits or rights in any person or entity other than the Parties.

12.6 **Survival.** No termination or cancellation of the Agreement will relieve either Party of any obligations under the Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to pay for Power consumed, obligations for any breaches of contract, and obligations of indemnity.

12.7 **Confidentiality.** Seller and Buyer agree to keep all terms and provisions of the Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make such disclosures, if any, to governmental agencies and to its own agents, attorneys, auditors, accountants and shareholders as may be reasonably necessary. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall resist disclosure through all reasonable means and shall immediately notify the other Party to allow it the

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opportunity to participate in such proceedings.

12.8 Forward Contract. The Agreement constitutes a "forward contract" as defined in Section 101(25) of the U.S. Bankruptcy Code ("Bankruptcy Code"). The Parties agree that (i) Seller is a "forward contract merchant" as defined in Section 101(26) of the Bankruptcy Code, (ii) the termination rights of the Parties will constitute contractual rights to liquidate transactions, (iii) any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code, and (iv) Sections 362, 546, 553, 556, 560, 561 and 562 of the Bankruptcy Code shall apply to the Parties.

12.9 Representations and Warranties. Buyer hereby represents and warrants to Seller as follows: (a) Buyer is legally authorized to change the REP for all of the Premises, (b) Buyer's execution and delivery of this Agreement does not, and the performance by Buyer of its obligations hereunder will not, violate any contract or agreement to which Buyer is a party or pursuant to which its assets are bound, and (c) this Agreement is a valid and binding obligation of Buyer, enforceable against it in accordance with its terms. Upon execution of the Agreement, Buyer authorizes Seller to become Buyer's REP for the Agreement Term as to the Premise(s) covered by this Agreement and to act as Buyer's agent for the sole purpose of effecting any such change in REP, if necessary. If any of Buyer's representations or warranties hereinabove are untrue when made or fail to be true at all times during the Agreement Term, Buyer shall indemnify, defend and hold Seller harmless from and against any third party claims (and related costs and expenses) arising out of or relating thereto.

12.10 Further Assurances. Buyer and Seller agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party, which are not inconsistent with the provisions of the Agreement and which do not involve the assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.

12.11 Headings. The headings included throughout the Agreement are inserted solely for convenience and reference purposes only and shall not be construed or considered in interpreting any terms or provisions of the Agreement.

12.12 Severability. If any provision in the Agreement is determined to be invalid, void, or unenforceable by any governmental authority having jurisdiction, then such determination will not invalidate, void, or make unenforceable any other provision or covenant in the Agreement.

12.13 Applicable Law. ALL AGREEMENTS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES WHICH OTHERWISE MIGHT BE APPLICABLE. THE PARTIES RECOGNIZE THAT THE AGREEMENTS ARE PERFORMABLE IN PART IN DALLAS COUNTY.

12.14 Dispute Resolution. PURSUANT TO THE FEDERAL ARBITRATION ACT, THE PARTIES HEREBY AGREE THAT ANY CONTROVERSY, CLAIM OR ALLEGED BREACH, INCLUDING BUT NOT LIMITED TO TORTS AND STATUTORY CLAIMS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE NEGOTIATION OF THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION CONDUCTED UNDER THE AMERICAN ARBITRATION ASSOCIATION ("AAA") COMMERCIAL ARBITRATION RULES. DEMAND FOR ARBITRATION MUST BE MADE NO LATER THAN THE TIME THAT SUCH ACTION WOULD BE PERMITTED UNDER THE APPLICABLE TEXAS STATUTE OF LIMITATION. ANY DISPUTES REGARDING THE TIMELINESS OF THE DEMAND FOR ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR(S). JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF IN ORDER TO OBTAIN COMPLIANCE THEREWITH. ANY CASE IN WHICH ANY CLAIM, OR COMBINATION OF CLAIMS, EXCEEDS \$500,000 WILL BE DECIDED BY THE MAJORITY OF A PANEL OF THREE (3) NEUTRAL ARBITRATORS. IN RENDERING THE AWARD, THE ARBITRATOR(S) WILL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES ACCORDING TO THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES). ANY DISCOVERY IN ADVANCE OF THE ARBITRATION HEARINGS SHALL BE CONDUCTED CONSISTENT WITH THE DISCOVERY PERMITTED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE; PROVIDED, HOWEVER, EACH PARTY SHALL BE ENTITLED TO: NO MORE THAN 5 DEPOSITIONS OF NO MORE THAN 5 HOURS EACH PER SIDE, NO MORE THAN 1 WRITTEN SET OF NO MORE THAN THIRTY (30) INTERROGATORIES, AND NO MORE THAN FIFTY (50) REQUESTS FOR PRODUCTION, UNLESS THE MAJORITY OF THE ARBITRATORS GRANT THE PARTIES THE RIGHT TO ADDITIONAL DISCOVERY. THE ARBITRATION PROCEEDINGS AND HEARINGS WILL BE CONDUCTED IN DALLAS, TEXAS OR AT SUCH OTHER PLACE AS MAY BE SELECTED BY MUTUAL AGREEMENT. EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES (INCLUDING ATTORNEY FEES), AS WELL AS AN EQUAL SHARE OF THE ARBITRATORS' FEES AND ADMINISTRATIVE FEES OF ARBITRATION. NO PARTY OR ARBITRATOR(S) MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES.

12.15 Contract Execution; Counterparts; Original Documents. Each Party agrees that this Agreement, as well as any amendments thereto, may be executed by written or electronic signature and may be delivered by facsimile or other electronic transfer in multiple counterparts, each of which will be as binding on the Party or Parties as an original document. Each Party understands and agrees that such facsimiles or other electronic transmissions shall be deemed to constitute the original of such documents, and that any objections that they do not constitute the "best evidence" of the documents, or that they do not comply with the "Statute of Frauds," as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Parties.

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**GOVERNMENTAL ADDENDUM TO THE
CONTRACT FOR SUPPLY OF ELECTRICITY**

I. The following new definitions are hereby added to Section I of the Terms and Conditions, to be inserted in alphabetical order, as applicable:

"Code" means the following:

For local governmental entities, Texas Local Government Code, Title 8, Chapter 271, Subchapter I, Sections 271.151 through 271.160, and any amendments thereto; and

For state governmental entities, Texas Government Code, Title 10, Chapter 2260, and any amendments thereto.

"Covered Contract" means the following:

For local governmental entities, a "Contract subject to this subchapter," as such phrase is defined in Section 271.151(2) of the Code; and

For state governmental entities, a "Contract," as such phrase is defined in Section 2260.001(1) of the Code.

II. Section 4.1 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

Seller will invoice Buyer for the Charges listed in Article II ("Charges") of the Agreement for Power delivered to the Premise(s) during each monthly billing cycle of the Term. Following receipt of such invoice, Buyer shall pay Seller the Charges identified on each invoice on or before the end of the time period listed in Article III ("Billing") of the Agreement. Buyer shall notify Seller in writing on or before the due date if Buyer is withholding payment of any disputed portion of the Charges and shall include a list of specific reasons for the dispute; provided, however, that the undisputed portions of the Charges shall remain due and payable on the due date. If Buyer gives such notice of dispute, the Parties shall pursue diligent, good faith efforts to resolve the dispute during the thirty (30) calendar days following Seller's receipt of the notice. Any amount found payable (including interest) shall be paid within fifteen calendar days of the dispute being resolved. If the Parties are unable to resolve the dispute during the thirty (30) day period and it is subsequently determined that Buyer should pay Seller all or part of the disputed amount, Seller may require that Buyer pay interest on such past due amount from the date such payment was originally due until the same is paid. All past due amounts shall accrue interest at a rate equal to the lesser of (i) one percent (1%) above the "Prime Rate" as published on the first business day of July of Buyer's preceding fiscal year that does not fall on a Saturday or Sunday in the Wall Street Journal under "Money Rates" or an appropriate substitute should such rate cease to be published, or (ii) the highest rate allowed by law, from the date the payment was originally due until paid (including accrued interest).

III. Section 4.5 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

4.5 If, upon expiration or termination of the Agreement for any reason, Buyer fails either to switch to another retail electric provider or execute a replacement agreement with Seller, then, until Buyer either executes a replacement agreement with Seller or switches to another provider for the applicable Premise(s), Seller may charge Buyer, as the Contract Price for Power utilized at such Premises after expiration or termination of the Agreement, a price per kWh equivalent to Seller's then current "standard list price offer," and the other terms governing such sales shall be identical to those applicable to sales that occurred prior to the termination/expiration of the Agreement. Provided further, however, in the event that after such termination or expiration Buyer should fail to make payment due to Seller or provide security after notice and opportunity to pay/provide, Seller, in its sole discretion and at whatever time chosen by Seller, may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) under such Agreement, except as may be prohibited by law; however, Seller shall not have the right to direct the TDSP to disconnect electric service for the non-payment of amounts that are subject to a bona fide dispute.

IV. The following Section 4.7 shall be added to Article IV of the Terms and Conditions:

4.7 If Buyer notifies Seller in writing of a justifiable concern regarding the accuracy of an invoice, Seller will make the records in its possession that are reasonably necessary to verify the accuracy of the bill available to Buyer during normal business hours. It is understood and agreed that such information and records provided under this Section 4.7 constitute Seller's proprietary and confidential information, the release of which could hinder or harm Seller's competitive position; therefore, such information and records are not intended to be subject to disclosure under the Texas Public Information Act (TPIA) and shall not be released by Buyer, unless (a) otherwise determined by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses information or records provided by Seller under this Section 4.7, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge is finally denied. All information and records provided hereunder constitute Seller's property and such information, records, and copies thereof, as well as all notes taken therefrom, shall be returned to Seller promptly after the resolution of the concerns regarding the accuracy of the invoice.

V. The following Section 4.8 shall be added to Article IV of the Terms and Conditions:

4.8 Buyer represents and warrants that as a political subdivision or agency of the State of Texas, it is exempt from state sales taxes pursuant to Section 151.309 of the Texas Tax Code. Seller may request a certificate of exemption from Buyer, and Buyer shall provide such certificate within a reasonable period of time. Thereafter, Seller, to the extent that it is not required to collect or pay such taxes, will not flow through the costs of such taxes hereunder to Buyer.

VI. Section 6.2(a) of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

6.2(a) If Seller terminates the Agreement due to a Material Breach by Buyer, Buyer shall, within thirty (30) calendar days of receipt of Seller's invoice following such termination, pay Seller, in addition to all reasonable direct costs and expenses incurred by Seller as a result of such Material Breach and termination, and all amounts Buyer owes Seller under the Agreement with respect to time periods prior to the termination, the positive amount, if any, calculated as follows as of the date of termination: the sum of (A) the product of (i) the remaining quantities of electricity for the remainder of the Agreement Term as reflected on Exhibit A-1 (the "Remaining Quantities") multiplied by (ii) the Contract Price under such Agreement minus the then-current market value of a kWh as reasonably determined by Seller plus (B) the value of any term extension option rights, if any, that Seller may have under the Agreement. In addition, if the termination was pursuant to Section 6.1(a) or (h) above due to Buyer's Material Breach in failing to make payment due to Seller or provide security after the requisite notice and opportunity to cure, Seller may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) covered hereunder, except as may be prohibited by law; however, Seller shall not have the right to direct the TDSP to disconnect electric service (i) for the non-payment of amounts that are subject to a bona fide dispute, (ii) prior to termination of the Agreement, or (iii) for a termination of the Agreement due to a Material Breach other than non-payment or failure to provide security.

VII. The following Sections 6.3 and 6.4 shall be added to Article VI of the Terms and Conditions:

6.3 The Parties agree that if (i) Buyer is unable to allot or appropriate sufficient funds for Buyer's fiscal year(s) that follow the initial fiscal year of the Agreement Term to continue the purchase of the total quantity of electricity covered by the Agreement, and (ii) otherwise has no legally available funds for the purchase of electricity, Buyer may terminate the Agreement at the end of Buyer's then current fiscal year by (a) giving Seller ninety (90) calendar days written notice to Seller and (b) enclosing therewith a sworn statement that the foregoing conditions exist. In this sole event, Buyer shall not be obligated to make contract payments under the Agreement beyond the end of the then current fiscal year. Notwithstanding the foregoing, Buyer covenants and represents to Seller that upon the execution of the Agreement (a) Buyer has budgeted and has available sufficient funds to comply with its obligations under the Agreement for the current fiscal year, (b) there are no circumstances presently affecting Buyer that could reasonably be expected to adversely affect its ability to budget funds for the payment of all sums due under the Agreement, (c) Buyer believes that funds can be obtained in amounts sufficient to make all contract payments during the full Agreement Term and intends to make all required contract payments for the full Agreement Term, (d) Buyer covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which contract payments may be made, specifically, including in its annual budget requests amounts sufficient to make contract payments for the full Agreement Term, (e) Buyer will not give priority in the appropriation of funds for the acquisition or use of additional energy services, (f) if any funds are appropriated for electricity costs, such funds shall be applied first to the cost of electricity to be provided pursuant to the Agreement and that any such funds shall not be used to pay for electric power from any other electric power provider for the accounts covered in the Agreement, and (g) Buyer agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to appropriate. As of the termination date of the Agreement under this Section 6.3, Seller shall have no further duty to supply electricity to Buyer under such Agreement and Buyer shall move service for Buyer's Premises to another REP or the POLR on the date of termination for non-appropriation.

6.4 If Buyer uses its inherent powers as a governmental entity under the provisions of Articles VII, X, or in any other manner to circumvent the intent or terms and provisions of the Agreement, Buyer shall be responsible for contract damages caused by such action.

VIII. Section 8.2 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

ANY LIABILITY UNDER THIS AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH THE AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE. ANY PAYMENT TO WHICH SELLER IS ENTITLED UNDER THE AGREEMENT SHALL CONSTITUTE A BALANCE DUE AND OWED UNDER THE AGREEMENT.

IX. Article X of the Terms and Conditions is hereby amended for local and state governmental entities to add a new Section 10.4 to read in its entirety as follows:

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10.4 The Parties hereby acknowledge and agree that this Agreement is a Covered Contract subject to all provisions of the Code (unless preempted by other applicable law), that Buyer is either a local governmental entity or a unit of state government, each as defined in the Code, with the authority to enter into the Agreement, and that the Agreement will be properly approved and executed. By signing and entering into this Contract, Seller verifies that it does not boycott Israel and will not boycott Israel during the term of the Agreement.

X. Article XI of the Terms and Conditions shall be retitled "Responsibility" and Sections 11.1 and 11.2 thereof shall be deleted in their entirety and replaced with the following:

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to the full extent allowed by law, to and shall hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (collectively referred to as "Seller Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (collectively referred to "Claims"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to the electric power and energy and/or Buyer's performance under the Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall hold harmless Buyer, its officials, associates, employees, servants, and agents (collectively referred to as "Buyer Group"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to the electric power and energy and/or Seller's performance under the Agreement.

XI. The following shall be added to the end of Section 12.4 of the Terms and Conditions:

Except to the extent necessary to enforce Seller's rights under the Agreement and to the extent allowed by law, including but not limited to the Code, nothing in the Agreement shall constitute or be interpreted to constitute a waiver of Buyer's statutory and common-law immunity defenses, including sovereign and/or governmental immunity and qualified and/or official immunity; it being intended that such immunities shall in all respects be preserved except as otherwise provided herein.

XII. Sections 12.6 and 12.7 of the Terms and Conditions shall be deleted in their entirety and replaced with the following:

12.6 **Survival.** No termination or cancellation of the Agreement will relieve either Party of any obligations under the Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to hold harmless, obligations to pay for electricity taken, and obligations for any breaches of contract.

12.7 **Confidentiality.** Seller acknowledges that Buyer is a governmental body that is subject to the TPIA, which requires Buyer to release upon request any information that is defined as public absent a ruling from the Texas Attorney General's Office. Subject to the TPIA or any other court order, rule or regulation requiring disclosure, Buyer agrees to keep all terms and provisions of the Agreement, and any information and records in Buyer's possession that are provided under the Agreement, confidential and not to disclose the terms of the same to any third parties without the prior written consent of Seller. It is understood and agreed that the foregoing constitutes proprietary and confidential information of Seller, the release of which could hinder or harm Seller's competitive position, and therefore is not intended to be subject to disclosure under the TPIA and shall not be released by Buyer, unless (a) determined otherwise by the Texas Attorney General or a court of competent jurisdiction; or (b) prior written approval is obtained from Seller. In the event that Buyer receives a request pursuant to the TPIA that encompasses the foregoing information, Buyer shall notify Seller of such request within ten (10) days of receipt. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the TPIA or another provision of law, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge has been finally denied.

XIII. The last sentence of Section 12.9 of the Terms and Conditions shall be deleted and replaced with the following:

Buyer hereby further represents and warrants to Seller that (a) Buyer is authorized by statute or the constitution to enter into this Agreement, (b) the Agreement has been properly approved and executed, and (c) Buyer's governing body meets more frequently than once per month and will continue to do so throughout this Agreement Term. If any of Buyer's representations or warranties are untrue when made or fail to be true at all times during the Agreement Term, Buyer shall bear full responsibility for all resulting costs and damages.

XIV. Section 12.14 of the Terms and Conditions shall be deleted in its entirety and replaced with the following:

For state governmental entities: Unless preempted by other applicable law, the dispute resolution process provided for in the Code shall be used by Buyer and Seller to resolve any dispute arising under the Agreement. The dispute resolution process provided for in the Code shall be used, as further described herein, to attempt to resolve a claim for breach of contract asserted by the Seller under the Agreement. If Seller's claim for breach of Contract cannot be resolved by the Parties in the ordinary course of business, it shall be submitted to the negotiation process provided in the Code. To initiate the process, Seller shall submit written notice, as required by subchapter B of the Code, to Buyer in accordance with the notice provisions in the Agreement. Compliance by Seller with the Code is a condition precedent to the filing of a contested case proceeding under the Code.

The contested case process provided in the Code is Seller's sole and exclusive process for seeking a remedy for an alleged breach of the Agreement by Buyer if the Parties are unable to resolve their disputes in the ordinary course of business. Compliance with the contested case process provided in the Code is a condition precedent to seeking consent to sue from the Legislature under Chapter 107, Civil Practices and Remedies Code. Neither the execution of this Agreement by Buyer nor any other conduct of any representative of Buyer relating to the Contract shall be considered a waiver of sovereign immunity to suit.

For local and county governmental entities: **[Intentionally Deleted]**

XV. A new Section 12.16 of the Terms and Conditions is hereby added to read in its entirety as follows:

12.16 **Attorney's Fees.** In any litigation to enforce the terms of this Agreement, the prevailing party is entitled to recover its reasonable and necessary attorney's fees from the non-prevailing party.

Exhibit A – Point of Delivery Listing

Legal Name: Texoma Council of Governments

Quote: S0785985

| TDSP | ESI ID | ESI ID Address | Congestion Zone | Meter Cycle | Special Start Date | Special End Date | Profile | Meter Type | Standing Charge | ESI Peak KW |
|--------------------------------------|-------------------|--|-----------------|-------------|--------------------|------------------|----------|------------|-----------------|-------------|
| ONCOR ELECTRIC DELIVERY COMPANY, LLC | 10443720004012238 | 1117 GALLAGHER DR SHERMAN TX 75090-1797 | North | 07 | August 7, 2025 | | BUSMEDLF | NIDR | 0 | 207 |

Total Number of Points of Delivery = 1

Total Peak kW = 207

Total Monthly Standing Charges = \$0.00

ESI ID ACKNOWLEDGEMENT

Buyer represents and warrants that each and every ESI ID and Premise listed in this Exhibit A primarily serves Buyer's commercial non-residential purposes, and that all information listed therein (including the Monthly Contract Usage Quantities on Exhibit A-1) is accurate and correct. Buyer agrees to bear all responsibility, liability, and associated costs with regard to (i) the foregoing representation and warranty, as well as (ii) any missing ESI IDs not listed in Exhibit A, and/or ESI IDs erroneously listed on Exhibit A.

In the event this Exhibit A contains temporary placeholder ESI ID numbers (typically denoted by "TPH" at the beginning of the ESI ID number) for contracted future Buyer ESI IDs, then (i) Buyer shall give Seller at least thirty (30) days prior written notice of the date that each such ESI ID will be energized as a Buyer ESI ID (i.e., when Buyer will begin utilizing the applicable facility located at Buyer's Premise), (ii) Seller will not be obligated to serve any such ESI ID under the Agreement until, at the earliest, after the expiration of at least thirty (30) days after Buyer's written notice has been given to Seller, and (iii), in any event, Buyer's giving, or failure to give, timely notice to Seller shall not affect Buyer's obligation, under the Agreement, to be responsible for all volumes contracted for under the Agreement as reflected on Exhibit A-1.

CONFIDENTIAL

Exhibit A-1 – Monthly Contract Quantities

Legal Name: Texoma Council of Governments

Quote: S0785985

Total Contract kWh: 1,768,067

| Period* | Contract Quantities (kWh) |
|------------|---------------------------|
| 08/01/2025 | 57,783 |
| 09/01/2025 | 54,477 |
| 10/01/2025 | 52,832 |
| 11/01/2025 | 44,356 |
| 12/01/2025 | 48,489 |
| 01/01/2026 | 50,938 |
| 02/01/2026 | 45,940 |
| 03/01/2026 | 47,115 |
| 04/01/2026 | 44,287 |
| 05/01/2026 | 50,298 |
| 06/01/2026 | 54,350 |
| 07/01/2026 | 69,253 |
| 08/01/2026 | 71,726 |
| 09/01/2026 | 54,477 |
| 10/01/2026 | 52,832 |
| 11/01/2026 | 44,356 |
| 12/01/2026 | 48,489 |
| 01/01/2027 | 50,938 |
| 02/01/2027 | 45,940 |
| 03/01/2027 | 47,115 |
| 04/01/2027 | 44,287 |
| 05/01/2027 | 50,298 |
| 06/01/2027 | 54,350 |
| 07/01/2027 | 69,253 |
| 08/01/2027 | 71,726 |
| 09/01/2027 | 54,477 |
| 10/01/2027 | 52,832 |
| 11/01/2027 | 44,356 |
| 12/01/2027 | 48,489 |
| 01/01/2028 | 50,938 |
| 02/01/2028 | 45,940 |
| 03/01/2028 | 47,115 |
| 04/01/2028 | 44,287 |
| 05/01/2028 | 50,298 |
| 06/01/2028 | 3,430 |

Total Number of Periods = 35

CONFIDENTIAL

* The first and/or last period(s) may reflect partial month volumes based on beginning and ending meter read cycles

TO: TCOG Governing Board
FROM: Mindi Jones, Grant Manager *mj*
DATE: August 21, 2025
RE: FYE 2026 Cost Pool Report and Financial Statements

RECOMMENDATION

Review and accept TCOG's FYE 2026 Cost Pool Report and Monthly Financial Statements

BACKGROUND

Each month the Governing Board is presented with a status update of the prior month and current (unreconciled) fiscal year budgets for the indirect cost allocation pool and the central service IT pool as well as a prior and current month Balance Sheet and Statement of Revenues and Expenditures report.

DISCUSSION

The following documents are attached: (1) Statement of Authorized Indirect Costs for FYE 4/30/2026 and status report depicting fiscal year budget with fiscal year to date expense and budget balance; (2) Balance Sheet; (3) Statement of Revenues and Expenditures; (4) Status report of General Funds depicting fiscal year budget with fiscal year to date expense and budget balance; and (5) Scorecard.

100 - General - 83.3%
 10 - Finance and Administration
 10000 - Indirect Pool
 06/01/2025 - 06/30/2025

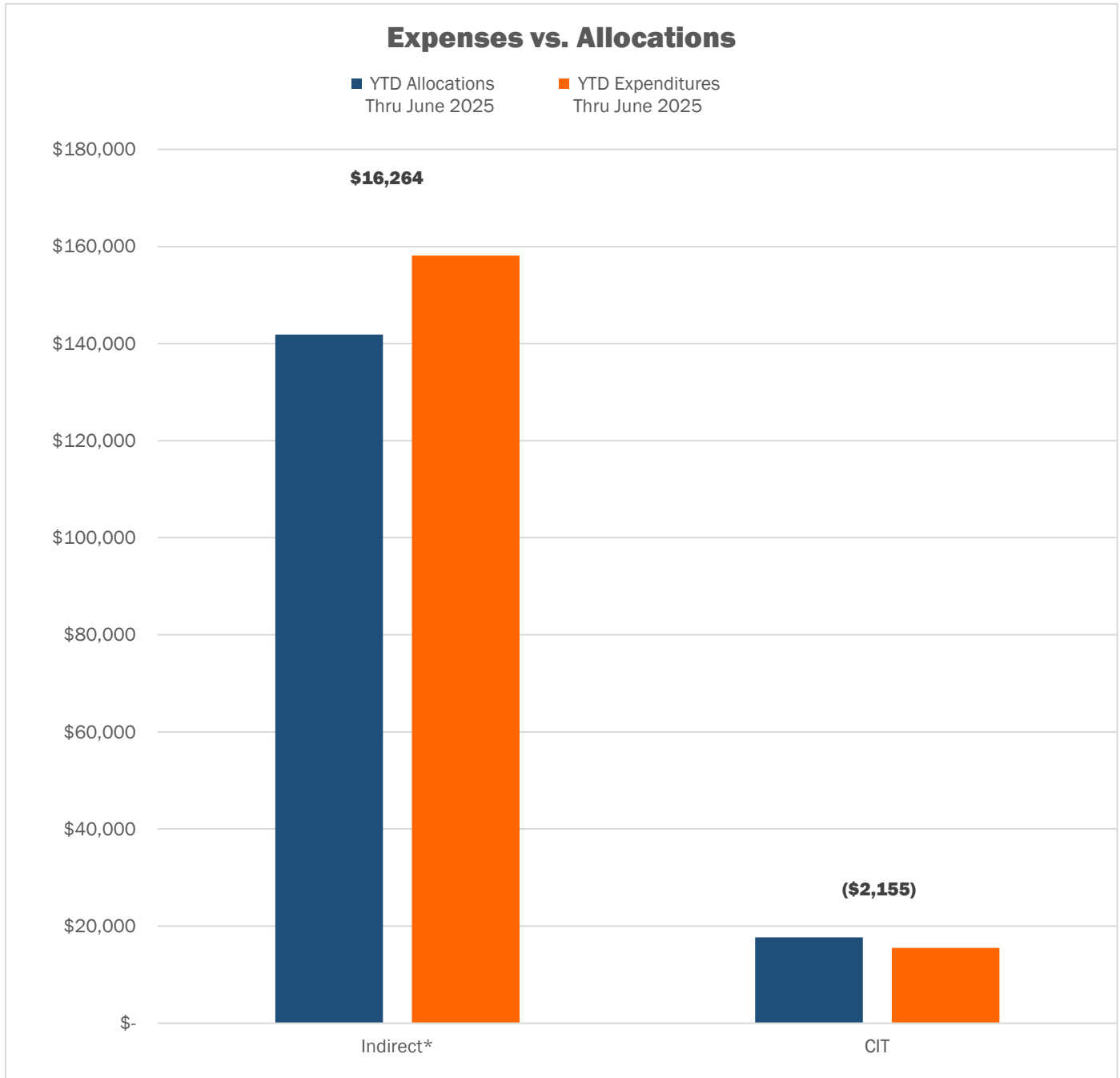
| | Current Month | | | | % of Budget | |
|------------------------------------|----------------------|---------------------|---------------------|-----------------------|--------------------|---------------|
| | Budget | Actual | Year-to-Date | Budget Balance | Remaining | |
| INDIRECT SALARY | | | | | | |
| Indirect Salary | | | | | | |
| Salaries | \$ 428,977.10 | \$ 31,223.10 | \$ 62,446.20 | \$ 366,530.90 | | 85.44% |
| FICA/Medicare | \$ 32,816.75 | \$ 2,375.00 | \$ 4,750.00 | \$ 28,066.75 | | 85.53% |
| Unemployment Insurance | \$ 276.23 | \$ - | \$ - | \$ 276.23 | | 100.00% |
| Workers Compensation | \$ 1,669.96 | \$ 128.02 | \$ 256.04 | \$ 1,413.92 | | 84.67% |
| Insurance Health HDHP | \$ 17,701.08 | \$ 1,623.08 | \$ 2,765.08 | \$ 14,936.00 | | 84.38% |
| Insurance Health Copay Medical | \$ 399.83 | \$ - | \$ - | \$ 399.83 | | 100.00% |
| Insurance Health HMO Medical | \$ 8,914.68 | \$ 685.74 | \$ 1,371.40 | \$ 7,543.28 | | 84.62% |
| Dental | \$ 1,631.60 | \$ 114.48 | \$ 228.96 | \$ 1,402.64 | | 85.97% |
| Health Savings Account | \$ 7,265.97 | \$ 468.76 | \$ 937.52 | \$ 6,328.45 | | 87.10% |
| Health Reimbursement Account | \$ 161.54 | \$ - | \$ - | \$ 161.54 | | 100.00% |
| Health Reimbursement HMO Accou | \$ 1,555.32 | \$ 119.64 | \$ 239.28 | \$ 1,316.04 | | 84.62% |
| Limited FSA | \$ 500.04 | \$ 17.76 | \$ 35.52 | \$ 464.52 | | 92.90% |
| Life Insurance | \$ 316.22 | \$ 24.00 | \$ 48.00 | \$ 268.22 | | 84.82% |
| Fraud Hotline | \$ 60.73 | \$ - | \$ 56.40 | \$ 4.33 | | 7.13% |
| Retirement | \$ 30,028.20 | \$ (5,516.01) | \$ (3,340.09) | \$ 33,368.29 | | 111.12% |
| FSA Admin Fee | \$ 85.80 | \$ 11.54 | \$ 23.08 | \$ 62.72 | | 73.10% |
| HSA Admin Fee | \$ 130.20 | \$ 8.40 | \$ 16.80 | \$ 113.40 | | 87.10% |
| HRA Admin Fee | \$ 48.00 | \$ 3.70 | \$ 7.40 | \$ 40.60 | | 84.58% |
| COBRA Admin Fee | \$ 39.80 | \$ 3.84 | \$ 7.68 | \$ 32.12 | | 80.70% |
| HRA No Med Admin Fee | \$ 1.85 | \$ - | \$ - | \$ 1.85 | | 100.00% |
| Total INDIRECT SALARY | \$ 532,580.90 | \$ 31,291.05 | \$ 69,849.27 | \$ 462,731.63 | | 86.88% |
| CONTRACTED SERVICES | | | | | | |
| Janitorial | \$ 15,836.00 | \$ 1,319.65 | \$ 2,639.33 | \$ 13,196.67 | | 83.33% |
| Lawn Service | \$ 3,466.00 | \$ 288.98 | \$ 577.96 | \$ 2,888.04 | | 83.32% |
| Pest Control | \$ 1,689.00 | \$ 410.00 | \$ 410.00 | \$ 1,279.00 | | 75.73% |
| Total CONTRACTED SERVICES | \$ 20,991.00 | \$ 2,018.63 | \$ 3,627.29 | \$ 17,363.71 | | 82.72% |
| PROFESSIONAL SERVICES | | | | | | |
| Audit | \$ 52,500.00 | \$ - | \$ 25,650.00 | \$ 26,850.00 | | 51.14% |
| Financial Consultant | \$ 23,000.00 | \$ - | \$ 593.75 | \$ 22,406.25 | | 97.42% |
| Legal | \$ 5,000.00 | \$ - | \$ - | \$ 5,000.00 | | 100.00% |
| Total PROFESSIONAL SERVICES | \$ 80,500.00 | \$ - | \$ 26,243.75 | \$ 54,256.25 | | 67.40% |
| UTILITIES | | | | | | |
| Electric | \$ 43,500.00 | \$ 3,574.63 | \$ 6,847.38 | \$ 36,652.62 | | 84.26% |
| Natural Gas | \$ 24,000.00 | \$ 1,067.34 | \$ 2,499.56 | \$ 21,500.44 | | 89.59% |
| Sanitation | \$ 1,720.00 | \$ 139.40 | \$ 278.80 | \$ 1,441.20 | | 83.79% |
| Water | \$ 3,400.00 | \$ 286.06 | \$ 567.30 | \$ 2,832.70 | | 83.31% |
| Total UTILITIES | \$ 72,620.00 | \$ 5,067.43 | \$ 10,193.04 | \$ 62,426.96 | | 85.96% |
| OTHER | | | | | | |
| Advertising | \$ 1,000.00 | \$ - | \$ - | \$ 1,000.00 | | 100.00% |
| Bank Fee | \$ - | \$ 177.03 | \$ 604.93 | \$ (604.93) | | 0.00% |
| Copier Expense | \$ 2,500.00 | \$ 159.70 | \$ 387.45 | \$ 2,112.55 | | 84.50% |
| Depreciation | \$ 119,840.00 | \$ 9,986.67 | \$ 19,973.33 | \$ 99,866.67 | | 83.33% |
| Dues/Subscriptions | \$ 12,300.00 | \$ - | \$ - | \$ 12,300.00 | | 100.00% |
| Equipment Lease | \$ 1,764.00 | \$ - | \$ - | \$ 1,764.00 | | 100.00% |
| Insurance | \$ 14,000.00 | \$ - | \$ - | \$ 14,000.00 | | 100.00% |

| | Current Month | | | | % of Budget |
|-------------------------------|----------------------|---------------------|----------------------|----------------------|---------------|
| | Budget | Actual | Year-to-Date | Budget Balance | Remaining |
| Postage | \$ 500.00 | \$ 17.25 | \$ 86.25 | \$ 413.75 | 82.75% |
| Supplies | \$ 13,000.00 | \$ 1,868.48 | \$ 2,179.34 | \$ 10,820.66 | 83.24% |
| Telephone | \$ 2,320.00 | \$ 190.70 | \$ 381.40 | \$ 1,938.60 | 83.56% |
| Travel | \$ 4,700.00 | \$ 460.79 | \$ 1,022.95 | \$ 3,677.05 | 78.24% |
| Building Maintenance | \$ 32,800.00 | \$ 14,153.20 | \$ 17,845.90 | \$ 14,954.10 | 45.59% |
| Elevator Maintenance | \$ 7,100.00 | \$ 627.08 | \$ 1,254.16 | \$ 5,845.84 | 82.34% |
| HVAC Interest | \$ 11,396.00 | \$ - | \$ 3,159.41 | \$ 8,236.59 | 72.28% |
| ED Travel | \$ 8,400.00 | \$ 646.16 | \$ 1,292.32 | \$ 7,107.68 | 84.62% |
| Total OTHER | \$ 231,620.00 | \$ 28,287.06 | \$ 48,187.44 | \$ 183,432.56 | 79.20% |
| Total INDIRECT | \$ 938,311.90 | \$ 66,664.17 | \$ 158,100.79 | \$ 780,211.11 | 83.15% |
| YTD Budget | | | \$ 156,385.32 | | |
| REIMBURSEMENT | | | | | |
| Allocation Indirect Expense | \$ 938,311.90 | \$ 70,889.28 | \$ 141,837.16 | \$ 796,474.74 | 84.88% |
| Total REIMBURSEMENT | \$ 938,311.90 | \$ 70,889.28 | \$ 141,837.16 | \$ 796,474.74 | 84.88% |
| YTD Budget | | | \$ 156,385.32 | | |
| CENTRAL IT | | | | | |
| IT-Voice & Data Service | \$ 9,840.00 | \$ 806.69 | \$ 1,613.38 | \$ 8,226.62 | 83.60% |
| IT-Hardware | \$ 3,000.00 | \$ - | \$ - | \$ 3,000.00 | 100.00% |
| Network Professional Services | \$ 83,737.00 | \$ 6,154.25 | \$ 11,918.18 | \$ 71,818.82 | 85.77% |
| Software-Licensing-Maint | \$ 22,187.00 | \$ - | \$ 1,991.16 | \$ 20,195.84 | 91.03% |
| Total EXPENSES | \$ 118,764.00 | \$ 6,960.94 | \$ 15,522.72 | \$ 103,241.28 | 86.93% |
| YTD Budget | | | \$ 19,794.00 | | |
| REIMBURSEMENT | | | | | |
| Allocation CIT Expense | \$ 118,764.00 | \$ 8,887.04 | \$ 17,678.19 | \$ 101,085.81 | 85.11% |
| Total REIMBURSEMENT | \$ 118,764.00 | \$ 8,887.04 | \$ 17,678.19 | \$ 101,085.81 | 85.11% |
| YTD Budget | | | \$ 19,794.00 | | |



FYE 2026 YTD Indirect and CIT Budgets

| | FY 2025 Approved Budget | YTD Allocations Thru June 2025 | YTD Expenditures Thru June 2025 | Budget Balance | % of Budget Remaining | Under/(Over) |
|--------------|----------------------------|-----------------------------------|------------------------------------|-------------------|--------------------------|------------------|
| Indirect* | \$ 938,312 | \$ 141,837 | \$ 158,101 | \$ 780,211 | 83.15% | \$ 16,264 |
| CIT | 118,764 | 17,678 | 15,523 | 103,241 | 86.93% | (2,155) |
| Total | \$ 1,057,076 | \$ 159,515 | \$ 173,624 | \$ 883,452 | 83.58% | \$ 14,108 |



*Includes Year-to-Date Depreciation Expense Estimate

Texoma Council of Governments
Financial Information
Balance Sheet for the Fiscal Years Ended: 2026

| | Prior Year 6/30/2024) | Prior Month 6/30/2025 | Year-to-Date Change (\$) | Change (%) | Current Month Not Reconciled (07/31/2025) | Notes |
|----------------------------------|--------------------------|--------------------------|-----------------------------|---------------|---|--|
| ASSETS | | | | | | |
| Current Assets | | | | | | |
| Cash in Bank General | 260,143.00 | 1,433,632.00 | 1,173,489.00 | 451.09% | 772,108.00 | CASH DOWN IN PRIOR YR REC UP |
| Cash in Bank TCEQ | 3,548.00 | 30.00 | (3,518.00) | -99.15% | 30.00 | SPENT ALL FUNDS ON HHW |
| Cash in Bank Local | 272,082.00 | 10,504.00 | (261,578.00) | -96.14% | 10,516.00 | MOVED TO TEXPOOL |
| Cash in Bank 911 | 425,689.00 | 654,791.00 | 229,102.00 | 53.82% | 590,914.00 | |
| Cash in Bank FSS | 163,417.00 | 173,500.00 | 10,083.00 | 6.17% | 180,536.00 | |
| Cash in Bank Section 8 | 791,050.00 | 1,384,046.00 | 592,996.00 | 74.96% | 1,446,476.00 | |
| Cash in Bank FSS Forfeiture | 27,980.00 | 41,237.00 | 13,257.00 | 47.38% | 41,237.00 | |
| Texpool Investment Acct | 21,257.00 | 339,983.00 | 318,726.00 | 1499.39% | 341,228.00 | |
| Accounts Receivable | 1,040,751.00 | 703,684.00 | (337,067.00) | -32.39% | 246,461.00 | CASH UP REC DOWN IN CURR YR |
| Travel Advance | 279.00 | 0.00 | (279.00) | -100.00% | 322.00 | |
| Prepaid Items | 153,699.00 | 99,817.00 | (53,882.00) | -35.06% | 99,281.00 | |
| Due From | 876,564.00 | 987,331.00 | 110,767.00 | 12.64% | 1,154,208.00 | |
| Lease Receivable | 218,119.00 | 145,415.00 | (72,704.00) | -33.33% | 145,415.00 | |
| Other Assets | (10,312.00) | 49,983.00 | 60,295.00 | -584.71% | 49,983.00 | Year end over under |
| <u>Total Current Assets</u> | <u>4,244,266.00</u> | <u>6,023,953.00</u> | <u>1,779,687.00</u> | <u>41.93%</u> | <u>5,078,715.00</u> | |
| Fixed Assets | | | | | | |
| Building & Improvements | 3,819,747.00 | 3,830,607.00 | 10,860.00 | 0.28% | 3,830,607.00 | AHU in boiler room |
| Furniture, Vehicles & Other | 4,069,764.00 | 4,069,764.00 | 0.00 | 0.00% | 4,069,764.00 | No activity |
| Accumulated Depreciation | (4,466,744.00) | (4,733,528.00) | (266,784.00) | 5.97% | (4,733,528.00) | |
| Leased Assets | 84,570.00 | 123,271.00 | 38,701.00 | 45.76% | 123,271.00 | Added new Toshiba lease and removed 2 old Toshiba leases |
| Leased Assets Amortization | (27,373.00) | (23,743.00) | 3,630.00 | -13.26% | (23,743.00) | |
| <u>Total Fixed Assets</u> | <u>3,479,964.00</u> | <u>3,266,371.00</u> | <u>(213,593.00)</u> | <u>-6.14%</u> | <u>3,266,371.00</u> | |
| Total ASSETS | <u>7,724,230.00</u> | <u>9,290,324.00</u> | <u>1,566,094.00</u> | <u>20.28%</u> | <u>8,345,086.00</u> | |
| LIABILITIES | | | | | | |
| Accounts Payable | 834,793.00 | 945,752.00 | 110,959.00 | 13.29% | 947,378.00 | |
| Payroll Liability | (21,822.00) | (12,225.00) | 9,597.00 | -43.98% | (16,089.00) | |
| FSS Escrow Liability | 365,977.00 | 307,809.00 | (58,168.00) | -15.89% | 314,845.00 | |
| Due To | 876,564.00 | 987,331.00 | 110,767.00 | 12.64% | 1,154,208.00 | |
| Deferred Local Revenue | 198,097.00 | 142,983.00 | (55,114.00) | -27.82% | 146,483.00 | |
| Accrued Compensated Absences | 119,796.00 | 126,091.00 | 6,295.00 | 5.25% | 126,091.00 | YEAR END ENTRY |
| ACC Payroll | 3,305.00 | 111.00 | (3,194.00) | -96.64% | 111.00 | |
| Long Term Debt Building Payable | 777,572.00 | 927,968.00 | 150,396.00 | 19.34% | 927,968.00 | HVAC/SECO Loan |
| <u>Total LIABILITIES</u> | <u>3,154,282.00</u> | <u>3,425,820.00</u> | <u>271,538.00</u> | <u>8.61%</u> | <u>3,600,995.00</u> | |
| Fund Balance | <u>4,569,948.00</u> | <u>5,864,504.00</u> | <u>1,294,556.00</u> | <u>28.33%</u> | <u>4,744,091.00</u> | |
| Total Liabilities & Fund Balance | <u>7,724,230.00</u> | <u>9,290,324.00</u> | <u>1,566,094.00</u> | <u>20.28%</u> | <u>8,345,086.00</u> | |

Texoma Council of Governments

Financial Information

Statement of Revenue and Expenditures for the Fiscal and Month-to-Date Periods

| | Prior Year Thru 6/30/2024 | Current Year Thru 6/30/2025 | Change (\$) | Change (%) | Current Year Not Reconciled (07/31/2025) | Notes |
|--------------------------------------|------------------------------|--------------------------------|---------------------|----------------|--|--------------------|
| OPERATION REVENUE | | | | | | |
| Grant Revenue | 3,845,989.23 | 4,832,561.18 | 986,571.95 | 25.65% | 5,744,047.58 | |
| Program Revenue ¹ | 282,632.93 | 344,005.14 | 61,372.21 | 21.71% | 428,256.83 | |
| Investment Income | 216.54 | 6,874.59 | 6,658.05 | 3074.74% | 10,705.70 | |
| <u>Total OPERATING REVENUE</u> | <u>4,128,838.70</u> | <u>5,183,440.91</u> | <u>1,054,602.21</u> | <u>25.54%</u> | <u>6,183,010.11</u> | |
| Total Revenue | 4,128,838.70 | 5,183,440.91 | 1,054,602.21 | 25.54% | 6,183,010.11 | |
| EXPENDITURES | | | | | | |
| Personnel Expenses | 562,676.88 | 586,566.14 | 23,889.26 | 4.25% | 881,585.30 | |
| Program Expenses | 54,965.65 | 48,914.72 | (6,050.93) | -11.01% | 74,295.87 | |
| Direct Services | 3,120,369.11 | 2,794,758.42 | (325,610.69) | -10.44% | 4,529,452.67 | |
| Professional Fees | 26,106.00 | 26,243.75 | 137.75 | 0.53% | 26,243.75 | |
| Interest Expense | 5,432.67 | 4,293.71 | (1,138.96) | -20.97% | 4,455.77 | SECO loan |
| Occupancy | 62,398.80 | 75,264.44 | 12,865.64 | 20.62% | 76,323.25 | Emerg HVAC repairs |
| Conferences, Conventions, & Meetings | 20,681.31 | 40,648.62 | 19,967.31 | 96.55% | 51,608.79 | |
| Printing & Publications | 4,088.15 | 10,539.12 | 6,450.97 | 157.80% | 21,009.47 | |
| Dues & Subscriptions | 882.50 | 212.00 | (670.50) | -75.98% | 697.00 | |
| Operations | 8,732.18 | 11,654.14 | 2,921.96 | 33.46% | 53,100.13 | Software Licensing |
| Equipment | 12,109.92 | 0.00 | (12,109.92) | -100.00% | 0.00 | |
| <u>Total EXPENDITURES</u> | <u>3,878,443.17</u> | <u>3,599,095.06</u> | <u>(279,348.11)</u> | <u>-7.20%</u> | <u>5,718,772.00</u> | |
| Net Revenue Over Expenditures | <u>250,395.53</u> | <u>1,584,345.85</u> | <u>1,333,950.32</u> | <u>532.74%</u> | <u>464,238.11</u> | |
| Depreciation | <u>20,769.50</u> | <u>19,973.34</u> | <u>(796.16)</u> | <u>-3.83%</u> | <u>29,960.01</u> | |
| | <u>229,626.03</u> | <u>1,564,372.51</u> | <u>1,334,746.48</u> | <u>536.57%</u> | <u>434,278.10</u> | |

¹ All sources of Local Revenue, Inkind Match

Texoma Council of Governments
Statement of Revenues and Expenditures - Unposted Transactions Included In Report

100 - General
From 5/1/2025 Through 6/30/2025

| | | Total Budget - Original | Current Month Actual | Year-To-Date | Total Budget Variance - Original |
|------|--|----------------------------|-------------------------|--------------|-------------------------------------|
| | | | | | |
| | REVENUE | | | | |
| 4020 | Local Revenue | 319,088.00 | 35,547.50 | 35,547.50 | (283,540.50) |
| 4040 | Interest Income | 0.00 | 2,055.62 | 2,055.62 | 2,055.62 |
| | Total REVENUE | 319,088.00 | 37,603.12 | 37,603.12 | (281,484.88) |
| | | | | | |
| | REIMBURSEMENT | | | | |
| 9050 | Copy Center Reimbursement | 14,500.00 | 2,395.30 | 2,395.30 | (12,104.70) |
| | Total REIMBURSEMENT | 14,500.00 | 2,395.30 | 2,395.30 | (12,104.70) |
| | | | | | |
| | TOTAL REVENUE | 333,588.00 | 39,998.42 | 39,998.42 | (293,589.58) |
| | | | | | |
| | INDIRECT SALARY | | | | |
| 5000 | Salaries | 51,950.34 | 7,992.32 | 7,992.32 | 43,958.02 |
| 5090 | FICA/Medicare | 3,974.20 | 611.40 | 611.40 | 3,362.80 |
| 5100 | Unemployment Insurance | 63.00 | 0.00 | 0.00 | 63.00 |
| | | | | | |
| 5110 | Workers Compensation | 211.15 | 32.76 | 32.76 | 178.39 |
| 5115 | Insurance Health | 7,422.96 | 1,142.00 | 1,142.00 | 6,280.96 |
| 5120 | Dental | 372.12 | 57.24 | 57.24 | 314.88 |
| 5200 | Insurance Health Savings Account | 3,047.04 | 468.76 | 468.76 | 2,578.28 |
| | | | | | |
| 5201 | Insurance Heath Reimbursement Account | 129.20 | 0.00 | 0.00 | 129.20 |
| | | | | | |
| 5210 | Insurance Life | 72.00 | 12.00 | 12.00 | 60.00 |
| 5231 | Fraud Hotline | 13.85 | 16.78 | 16.78 | (2.93) |
| 5240 | Retirement | 3,636.52 | 559.48 | 559.48 | 3,077.04 |
| 5910 | Indirect G&A | 21,868.41 | 3,361.68 | 3,361.68 | 18,506.73 |
| 5943 | HSA Admin | 54.60 | 8.40 | 8.40 | 46.20 |
| 5945 | Cobra Admin | 11.76 | 1.92 | 1.92 | 9.84 |
| 5946 | HRA NO MED ADMIN FEE | 1.85 | 0.00 | 0.00 | 1.85 |
| | Total INDIRECT SALARY | 92,829.00 | 14,264.74 | 14,264.74 | 78,564.26 |
| | | | | | |
| | CONTRACTED SERVICES | | | | |
| 6130 | Contracted Services | 4,610.00 | 796.24 | 796.24 | 3,813.76 |
| | Total CONTRACTED SERVICES | 4,610.00 | 796.24 | 796.24 | 3,813.76 |

Texoma Council of Governments
Statement of Revenues and Expenditures - Unposted Transactions Included In Report

100 - General

From 5/1/2025 Through 6/30/2025

| | | Total Budget - Original | Current Month Actual | Year-To-Date | Total Budget Variance - Original |
|------|---------------------------------|----------------------------|-------------------------|--------------|-------------------------------------|
| | | | | | |
| | UTILITIES | | | | |
| 6625 | Utilities | 16,150.00 | 2,237.47 | 2,237.47 | 13,912.53 |
| | Total UTILITIES | 16,150.00 | 2,237.47 | 2,237.47 | 13,912.53 |
| | OTHER | | | | |
| 6083 | Cash Match | 43,333.00 | 0.00 | 0.00 | 43,333.00 |
| 6135 | Copier Expense | 18,000.00 | 3,126.22 | 3,126.22 | 14,873.78 |
| 6153 | Depreciation | 26,306.00 | 0.00 | 0.00 | 26,306.00 |
| 6160 | Dues/Subscriptions | 100.00 | 0.00 | 0.00 | 100.00 |
| 6201 | Equipment/Lease | 396.00 | 0.00 | 0.00 | 396.00 |
| 6307 | Insurance | 3,000.00 | 0.00 | 0.00 | 3,000.00 |
| 6314 | IT Direct Bill | 7,000.83 | 780.80 | 780.80 | 6,220.03 |
| 6325 | Maintenance | 8,700.00 | 4,192.70 | 4,192.70 | 4,507.30 |
| 6450 | Property Tax | 15,500.00 | 0.00 | 0.00 | 15,500.00 |
| 6530 | Service & Recognition Awards | 2,750.00 | 451.32 | 451.32 | 2,298.68 |
| 6540 | Software-Licensing-Ma... | 11,000.00 | 0.00 | 0.00 | 11,000.00 |
| 6570 | Supplies | 6,000.00 | 503.44 | 503.44 | 5,496.56 |
| 6590 | Telephone-Internet | 840.00 | 140.00 | 140.00 | 700.00 |
| 6595 | Training | 3,500.00 | 0.00 | 0.00 | 3,500.00 |
| 6614 | Travel | 4,878.39 | 10.00 | 10.00 | 4,868.39 |
| 8500 | Interest Expense | 3,391.00 | 1,134.30 | 1,134.30 | 2,256.70 |
| 8510 | Principle Payments | 112,419.00 | 31,197.67 | 31,197.67 | 81,221.33 |
| | Total OTHER | 267,114.22 | 41,536.45 | 41,536.45 | 225,577.77 |
| | TOTAL EXPENSES | 380,703.22 | 58,834.90 | 58,834.90 | 321,868.32 |
| | NET INCOME/LOSS | (47,115.22) | (18,836.48) | (18,836.48) | 28,278.74 |

CUMULATIVE GENERAL FUND BALANCE - UNAUDITED

649,075.06

| TEXPOOL FY 26 | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec | Jan | Feb | Mar | Apr |
|--------------------|------------|------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Fund Balance | 82,523.92 | 333,356.06 | | | | | | | | | | - |
| Transfers/Deposits | 250,000.00 | 5,433.00 | | | | | | | | | | |
| Withdrawals | - | - | | | | | | | | | | |
| Earned Interest | 832.14 | 1,193.99 | | | | | | | | | | |
| Total | 333,356.06 | 339,983.05 | - | - | - | - | - | - | - | - | - | - |

STATUS AS OF: JUNE 2025

| CFDA | PROGRAM | Federal Revenue | State Revenue | Local Revenue | Non-Cash Inkind | Total Revenue | Performance Period | | Period Length (Months) | Months into Period | \$ Expended (Target) | % Expended (Target) | \$ Expended (Actual) | % Expended (Actual) | \$ Remaining for Expenditure | % Difference (Actual / Target) | Notes |
|--------|-------------------|-----------------|---------------|---------------|-----------------|---------------|--------------------|------------|------------------------|--------------------|----------------------|---------------------|----------------------|---------------------|------------------------------|--------------------------------|---|
| 14.871 | SECTION 8 | \$ 10,318,032 | | | | \$ 10,318,032 | 1/1/2025 | 12/31/2025 | 12 | 6 | \$ 5,159,016 | 50.00% | \$ 5,052,723 | 48.97% | \$ 5,265,309.17 | -1.03% | ON TRACK |
| 93.791 | ADRC | \$ 69,723 | \$ 100,282 | | | \$ 170,005 | 9/1/2024 | 8/31/2025 | 12 | 10 | \$ 141,671 | 83.33% | \$ 127,828 | 75.19% | \$ 42,176.88 | -8.14% | ON TRACK BASED ON ACTIVITIES |
| MULT. | 211 TIRN | \$ 212,521 | \$ 212,778 | | | \$ 425,299 | 9/1/2024 | 8/31/2025 | 12 | 10 | \$ 354,416 | 83.33% | \$ 328,745 | 77.30% | \$ 96,554.33 | -6.04% | ON TRACK |
| 93.568 | CEAP | \$ 6,140,655 | | | | \$ 6,140,655 | 1/1/2025 | 12/31/2025 | 12 | 6 | \$ 3,070,328 | 50.00% | \$ 3,916,355 | 63.78% | \$ 2,224,300.40 | 13.78% | ON TRACK |
| 93.568 | CEAP SUPPLEMENTAL | \$ 236,190 | | | | \$ 236,190 | 1/1/2025 | 12/31/2025 | 12 | 6 | \$ 118,095 | 50.00% | \$ - | 0.00% | \$ 236,190.00 | -50.00% | ON TRACK. NEED TO EXPEND ALL CEAP 2025 FUNDS FIRST |
| 93.569 | CSBG 2025 | \$ 242,515 | | | | \$ 242,515 | 1/1/2025 | 12/31/2025 | 12 | 6 | \$ 121,258 | 50.00% | \$ 84,434 | 34.82% | \$ 158,081.14 | -15.18% | ON TRACK BASED ON SPENDING |
| 93.569 | CSBG DISC | \$ 1,428 | | | | \$ 1,428 | 8/1/2024 | 7/31/2025 | 12 | 11 | \$ 1,309 | 91.67% | \$ 838 | 58.70% | \$ 589.78 | -32.97% | ON TRACK. GRANT EXTENDED THROUGH JULY 31 |
| 93.568 | LIHEAP 2025 | \$ 851,042 | | | | \$ 851,042 | 1/1/2025 | 12/31/2025 | 12 | 6 | \$ 425,521 | 50.00% | \$ 316,228 | 37.16% | \$ 534,813.90 | -12.84% | ON TRACK |
| 81.042 | DOE | \$ 556,630 | | | | \$ 556,630 | 7/1/2024 | 6/30/2025 | 12 | 12 | \$ 556,630 | 100.00% | \$ 545,522 | 98.00% | \$ 11,108.12 | -2.00% | ON TRACK. CONTRACT ENDS 6/30/2025 |
| 81.042 | DOE BIL | \$ 1,558,047 | | | | \$ 1,558,047 | 7/1/2023 | 6/30/2026 | 36 | 24 | \$ 1,038,698 | 66.67% | \$ 299,630 | 19.23% | \$ 1,258,416.86 | -47.44% | GRANT WAS ON HOLD. WILL USE MORE AFTER DOE CONTRACT ENDS |
| 94.011 | FGP | \$ 229,546 | | | \$ - | \$ 229,546 | 7/1/2024 | 6/30/2025 | 12 | 12 | \$ 229,546 | 100.00% | \$ 209,209 | 91.14% | \$ 20,337.23 | -8.86% | ON TRACK |
| 94.002 | RSVP | \$ 125,000 | | | \$ - | \$ 125,000 | 5/29/2025 | 4/30/2026 | 12 | 2 | \$ 20,833 | 16.67% | \$ 6,783 | 5.43% | \$ 118,217.08 | -11.24% | ON TRACK BASED ON ACTIVITIES. STARTED SPENDING IN MAY 29 |
| N/A | FGP STATE | | \$ 5,316 | | | \$ 5,316 | 9/1/2024 | 8/31/2025 | 12 | 10 | \$ 4,430 | 83.33% | \$ 5,316 | 100.00% | \$ - | 16.67% | ALL SPENT |
| N/A | RSVP STATE | | \$ 24,937 | | \$ 16,500 | \$ 41,437 | 9/1/2024 | 8/31/2025 | 12 | 10 | \$ 34,531 | 83.33% | \$ 41,437 | 100.00% | \$ 0.01 | 16.67% | ALL SPENT |
| 11.303 | EDA PLANNING | \$ 70,000 | | \$ 15,000 | \$ 55,000 | \$ 140,000 | 1/1/2024 | 12/31/2026 | 36 | 18 | \$ 70,000 | 50.00% | \$ 32,128 | 22.95% | \$ 107,872.20 | -27.05% | ON TRACK BASED ON ACTIVITIES. MOST OF THE TIME/SALARIES ARE BEING CHARGED TO EDA PUBLIC WORKS |
| 11.303 | EDA PW | \$ 200,000 | | \$ 10,000 | \$ 200,000 | \$ 410,000 | 3/1/2023 | 2/28/2026 | 36 | 28 | \$ 318,889 | 77.78% | \$ 281,026 | 68.54% | \$ 128,974.45 | -9.23% | ON TRACK BASED ON ACTIVITIES |
| N/A | MSW | | \$ 130,673 | | | \$ 130,673 | 9/1/2024 | 8/31/2025 | 12 | 10 | \$ 108,894 | 83.33% | \$ 90,476 | 69.24% | \$ 40,196.97 | -14.09% | ON TRACK - YEAR 2 |
| N/A | TXCDBG | | \$ 14,898 | | | \$ 14,898 | 9/1/2024 | 8/31/2025 | 12 | 10 | \$ 12,415 | 83.33% | \$ 8,568 | 57.51% | \$ 6,329.95 | -25.82% | ON TRACK. |
| N/A | CJD | | \$ 71,427 | \$ 23,113 | | \$ 94,541 | 9/1/2024 | 8/31/2025 | 12 | 10 | \$ 78,784 | 83.33% | \$ 71,183 | 75.29% | \$ 23,357.68 | -8.04% | ON TRACK BASED - ROLLS OVER |
| N/A | 911-2025 | | \$ 1,183,695 | | | \$ 1,183,695 | 9/1/2024 | 8/31/2025 | 12 | 10 | \$ 986,413 | 83.33% | \$ 771,140 | 65.15% | \$ 412,554.70 | -18.19% | ON TRACK |
| N/A | HSGD IL | | \$ 18,375 | \$ 12,434 | | \$ 30,809 | 9/1/2024 | 8/31/2025 | 12 | 10 | \$ 25,674 | 83.33% | \$ 15,958 | 51.80% | \$ 14,850.80 | -31.54% | ON TRACK-ROLLS OVER |
| 97.067 | HLSEC PLANNING | \$ 50,000 | | | | \$ 50,000 | 1/1/2025 | 12/31/2025 | 12 | 6 | \$ 25,000 | 50.00% | \$ 29,490 | 58.98% | \$ 20,509.75 | 8.98% | ON TRACK BASED ON ACTIVITIES |
| MULT. | AAA | \$ 1,751,329 | \$ 130,228 | \$ 446,487 | \$ 35,000 | \$ 2,363,044 | 10/1/2024 | 9/30/2025 | 12 | 9 | \$ 1,772,283 | 75.00% | \$ 1,655,444 | 70.06% | \$ 707,600.22 | -4.94% | ON TRACK BASED ON ACTIVITIES |
| Total | | \$ 22,612,658 | \$ 1,892,611 | \$ 677,585 | \$ 306,500 | \$ 25,489,353 | | | | | | \$ 3,853,024 | \$ 13,890,461 | \$ 11,598,892 | | | |