

FILED FOR RECORD
1:00 o'clock P M

APR 12 2016

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: *J. Lindenzweig*

14,070

WATER SUPPLY INTERLOCAL AGREEMENT

HUNT COUNTY/COMBINED CONSUMERS SPECIAL UTILITY DISTRICT

This is a contract between Hunt County, Texas, a political subdivision of the State of Texas acting by its duly elected Commissioners Court (herein called County), and Combined Consumers Special Utility District (herein called the District).

The purpose of this agreement is to set forth the terms between the parties. The County applied for and received a Texas Community Development Block Grant program STEP award from the Texas Department of Agriculture in the amount of \$325,316.17 to be used for water improvements, engineering costs and grant management fees.

The project is as follows: Volunteers, in conjunction with Combined Consumers SUD, shall replace lead-containing meters and deteriorating, undersized water lines. Construction shall consist of the installation of five hundred eighty (580) radio-read meters, approximately twenty-one thousand eight hundred eighteen linear feet (21,818 l.f.) of four-inch (4") and six-inch (6") water lines, five hundred eighty linear feet (580 l.f.) steel encasement and all related appurtenances. Volunteers shall provide water service lines (yard lines) to low and moderate income households within the project area.

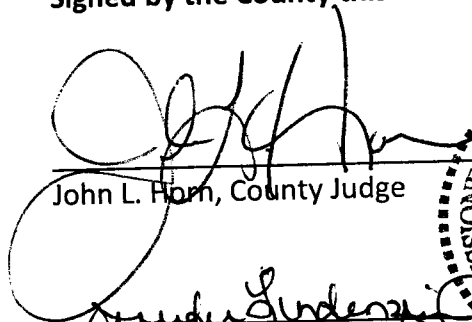
The terms of this agreement are:

1. The County agrees to serve a fiscal agent for the grant.
2. The District agrees to bear any and all costs incidental to this project above grant funds committed.
3. A Selection Committee, consisting of at least one County designee and at least one District designee, will be assigned to request, receive and rate proposals for grant management and project engineering services on behalf of the County. The Committee shall establish written criteria for proposals or may use the recommended language found in the Texas Community Development Block Grant Implementation Manual. The Committee shall promote the participation of MBEs and Section 3 Businesses. After rating the proposals, the Committee will make contract award recommendations to the County. Contracts for professional services will be executed between the County and the recommended firm(s).
4. All other contractors, suppliers, and vendors will contract with the District for the construction of the water improvements by the terms of the grant and this agreement.

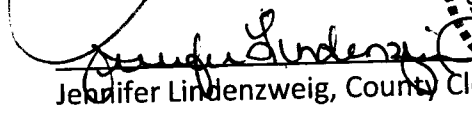
All advertisements and notices required by the grant shall be the sole responsibility of the District.

5. Upon approval by District, invoices will be paid by the County from grant funds and/or District funds only. The County agrees to keep and maintain a separate account of all grant funds received and payments made from those funds.
6. The District shall follow all applicable federal and state laws, regulations, and requirements of the Texas Department of Agriculture for bidding, contract award, contract preparation, and labor standards as specified in the Texas Community Development Block Grant Program Implementation Manual. District shall provide to County an original of all contracts, payroll documentation, and labor standards forms.
7. The District agrees to advise Hunt County and its representative(s) of errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.
8. This agreement may not be assigned to any other party without prior mutual written consent.
9. This is the only agreement between the parties concerning the matter herein. All prior oral or written agreements are merged herein.
10. This contract is performable in its entirety in Hunt County, Texas. District agrees that it will completely indemnify and hold harmless County from any and all claims and from any and all financial obligations or claimed obligation relating to project.
11. It is understood and agreed that neither the County or District, shall in any sense be considered a partner or joint venture with each other, nor shall the District in any manner hold itself out as an agent or official representative of Hunt County. The District shall not in any manner incur any expense or liability on behalf of Hunt County other than what may be expressly allowed under this agreement. Hunt County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, or consequential of any kind whatsoever for any acts by the parties or failure to act relating to the project under this agreement.
12. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

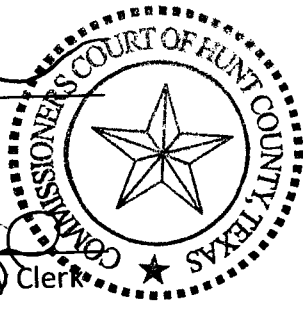
Signed by the County this 12th day of April, 2016



John L. Horn, County Judge



Jennifer Lindenweig, County Clerk



Signed by Combined Consumers SUD District this 28th day of April, 2016

Andy Yates, President

Ward Guffey, Secretary/Treasurer

HUNT COUNTY
COMBINED CONSUMERS SPECIAL UTILITY DISTRICT
2015 STEP PROJECT

FILED FOR RECORD
at 12:20 clock P M
OCT 13 2015
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

COMPARISON OF BUDGET USING STEP METHOD

	<u>Retail Budget</u>	<u>STEP Budget</u>
Construction	\$ 843,688.00	\$231,053.17
Engineering	\$ 127,997.98	\$ 57,763.00
County Administration	0.00	1,000.00
	\$ <u>75,0000.00</u>	\$ <u>35,500.00</u>
Totals	\$1,046,685.98	\$325,316.17

CONSTRUCTION SAVINGS: 72.6% savings

COPY

FILED FOR RECORD
at 12:10 o'clock P M

OCT 13 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: 

RESOLUTION NO. #13,857

A RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT, HUNT COUNTY, TEXAS, AUTHORIZING THE SUBMISSION OF A TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE TEXAS DEPARTMENT OF AGRICULTURE FOR THE STEP FUND; AND AUTHORIZING THE COUNTY JUDGE TO ACT AS THE COUNTY'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE COUNTY'S PARTICIPATION IN THE TEXAS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the Commissioner's Court of Hunt County desires to develop a viable community, including decent housing and a suitable living environment and expanding economic opportunities, principally for persons of low/moderate income; and

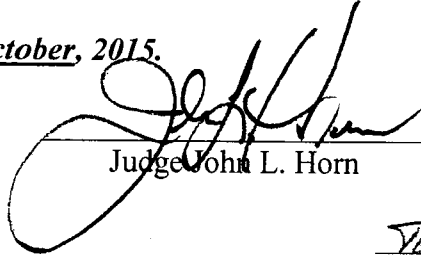
WHEREAS, certain conditions exist which represent a threat to the public health and safety, and;

WHEREAS, it is necessary and in the best interests of Hunt County to apply for funding under the STEP Program.


NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF HUNT COUNTY, TEXAS:

1. That a Texas Community Development Block Grant Program application for the STEP Funds is hereby authorized to be filed on behalf of Combined Consumers Special Utility District with the Texas Department of Agriculture.
2. That the County's application be placed for funding under the STEP Fund.
3. That the application be for up to \$325,316.17 of grant funds to provide water improvements, yard lines, project engineering and program administration.
4. That the Commissioner's Court directs and designates the County Judge as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the County's participation in the Texas Community Development Block Grant Program.

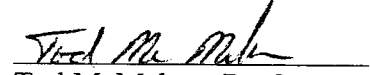
ADOPTED this 13th day of October, 2015.



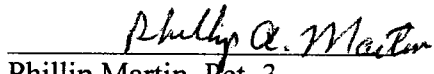
Judge John L. Horn



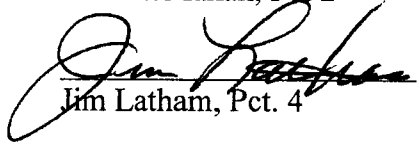
Eric Evans, Pct. 1



Tod McMahan, Pct 2



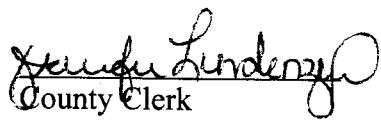
Phillip Martin, Pct. 3



Jim Latham, Pct. 4



Attest:



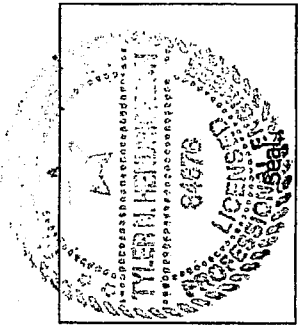
County Clerk

TABLE 2b - BUDGET JUSTIFICATION OF SELF-HELP COSTS

Act.	Materials/Facilities	\$/Unit	Unit	Qty	Construction \$	Acquisition \$	Eng./Arch. \$	Ttl. Act. \$
03J	4" SDR 21 Class 200 water line	\$1.89	LF	14,898	\$28,157.22	\$0.00	\$0.00	\$28,157.22
03J	6" SDR 21 Class 200 water line	\$4.04	LF	6,920	\$27,956.80	\$0.00	\$0.00	\$27,956.80
03J	Steel encasement for 4" line	\$16.88	LF	370	\$6,245.60	\$0.00	\$0.00	\$6,245.60
03J	Steel encasement for 6" line	\$26.88	LF	210	\$5,644.80	\$0.00	\$0.00	\$5,644.80
14A	SDR 9 poly service line	\$0.45	LF	18,260	\$8,217.00	\$0.00	\$0.00	\$8,217.00
03J	Steel encasement for SDR 9	\$6.88	LF	2,490	\$17,131.20	\$0.00	\$0.00	\$17,131.20
03J	4" gate valve	\$492.90	EA	24	\$11,829.60	\$0.00	\$0.00	\$11,829.60
03J	6" gate valve	\$612.78	EA	7	\$4,289.46	\$0.00	\$0.00	\$4,289.46
03J	Flush valve assembly	\$197.70	EA	13	\$2,570.10	\$0.00	\$0.00	\$2,570.10
03J	Air release valve & vault	\$1,809.51	EA	2	\$3,619.02	\$0.00	\$0.00	\$3,619.02
03J	8" by 6" tie in	\$1,143.59	EA	1	\$1,143.59	\$0.00	\$0.00	\$1,143.59
03J	6" by 4" tie in	\$1,143.59	EA	2	\$2,287.18	\$0.00	\$0.00	\$2,287.18
03J	4" by 4" tie in	\$1,143.60	EA	5	\$5,718.00	\$0.00	\$0.00	\$5,718.00
03J	4" by 3" tie in	\$1,143.60	EA	1	\$1,143.60	\$0.00	\$0.00	\$1,143.60
03J	4" by 2" tie in	\$1,200.00	EA	3	\$3,600.00	\$0.00	\$0.00	\$3,600.00
03J	Replace meter	\$175.00	EA	580	\$101,500.00	\$0.00	\$0.00	\$101,500.00
	Basic engineering	\$0.00		0	\$0.00	\$0.00	\$57,763.00	\$57,763.00
					\$231,053.17	\$0.00	\$57,763.00	\$288,816.17
Act.	Equipment Rental	\$/Unit	Unit	Qty	Construction \$	Acquisition \$	Eng./Arch. \$	Ttl. Act. \$
		\$0.00		0	\$0.00	\$0.00	\$0.00	\$0.00

TABLE 2a - BUDGET JUSTIFICATION OF RETAIL COSTS

Act.	Materials/Facilities	\$/Unit	Unit	Qty	Construction \$	Acquisition \$	Eng./Arch. \$	Ttl. Act. \$
03J	4" SDR 21 Class 200 water line	\$6.00	LF	14,898	\$89,388.00	\$0.00	\$0.00	\$89,388.00
03J	6" SDR 21 Class 200 water line	\$8.00	LF	6,920	\$55,360.00	\$0.00	\$0.00	\$55,360.00
03J	Driveway bore for 4" water line	\$60.00	LF	3,400	\$204,000.00	\$0.00	\$0.00	\$204,000.00
03J	Driveway bore for 6" water line	\$80.00	LF	180	\$14,400.00	\$0.00	\$0.00	\$14,400.00
03J	Bore & steel encasement for 4"	\$80.00	LF	370	\$29,600.00	\$0.00	\$0.00	\$29,600.00
03J	Bore & steel encasement for 6"	\$100.00	LF	210	\$21,000.00	\$0.00	\$0.00	\$21,000.00
14A	SDR 9 poly service line	\$4.00	LF	18,260	\$73,040.00	\$0.00	\$0.00	\$73,040.00
03J	Bore & steel encasement for SDR ₄₁	\$30.00	LF	2,490	\$74,700.00	\$0.00	\$0.00	\$74,700.00
03J	4" gate valve	\$800.00	EA	24	\$19,200.00	\$0.00	\$0.00	\$19,200.00
03J	6" gate valve	\$1,000.00	EA	7	\$7,000.00	\$0.00	\$0.00	\$7,000.00
03J	Flush valve assembly	\$1,500.00	EA	13	\$19,500.00	\$0.00	\$0.00	\$19,500.00
03J	Air release valve & vault	\$3,000.00	EA	2	\$6,000.00	\$0.00	\$0.00	\$6,000.00
03J	8" by 6" tie-in	\$5,000.00	EA	1	\$5,000.00	\$0.00	\$0.00	\$5,000.00
03J	6" by 4" tie-in	\$3,000.00	EA	2	\$6,000.00	\$0.00	\$0.00	\$6,000.00
03J	4" by 4" tie-in	\$2,000.00	EA	5	\$10,000.00	\$0.00	\$0.00	\$10,000.00
03J	4" by 3" tie-in	\$2,000.00	EA	1	\$2,000.00	\$0.00	\$0.00	\$2,000.00
03J	4" by 2" tie-in	\$1,500.00	EA	3	\$4,500.00	\$0.00	\$0.00	\$4,500.00
03J	Replace meter	\$350.00	EA	580	\$203,000.00	\$0.00	\$0.00	\$203,000.00
03J	Basic engineering	\$0.00		0	\$0.00	\$0.00	\$93,864.98	\$93,864.98
03J	Inspection	\$0.00		0	\$0.00	\$0.00	\$34,133.00	\$34,133.00



TH

\$843,688.00	\$0.00	\$127,997.98	\$971,685.98
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9-16-15

Signature of Registered Engineer/Architect Responsible For Budget Justification

Date

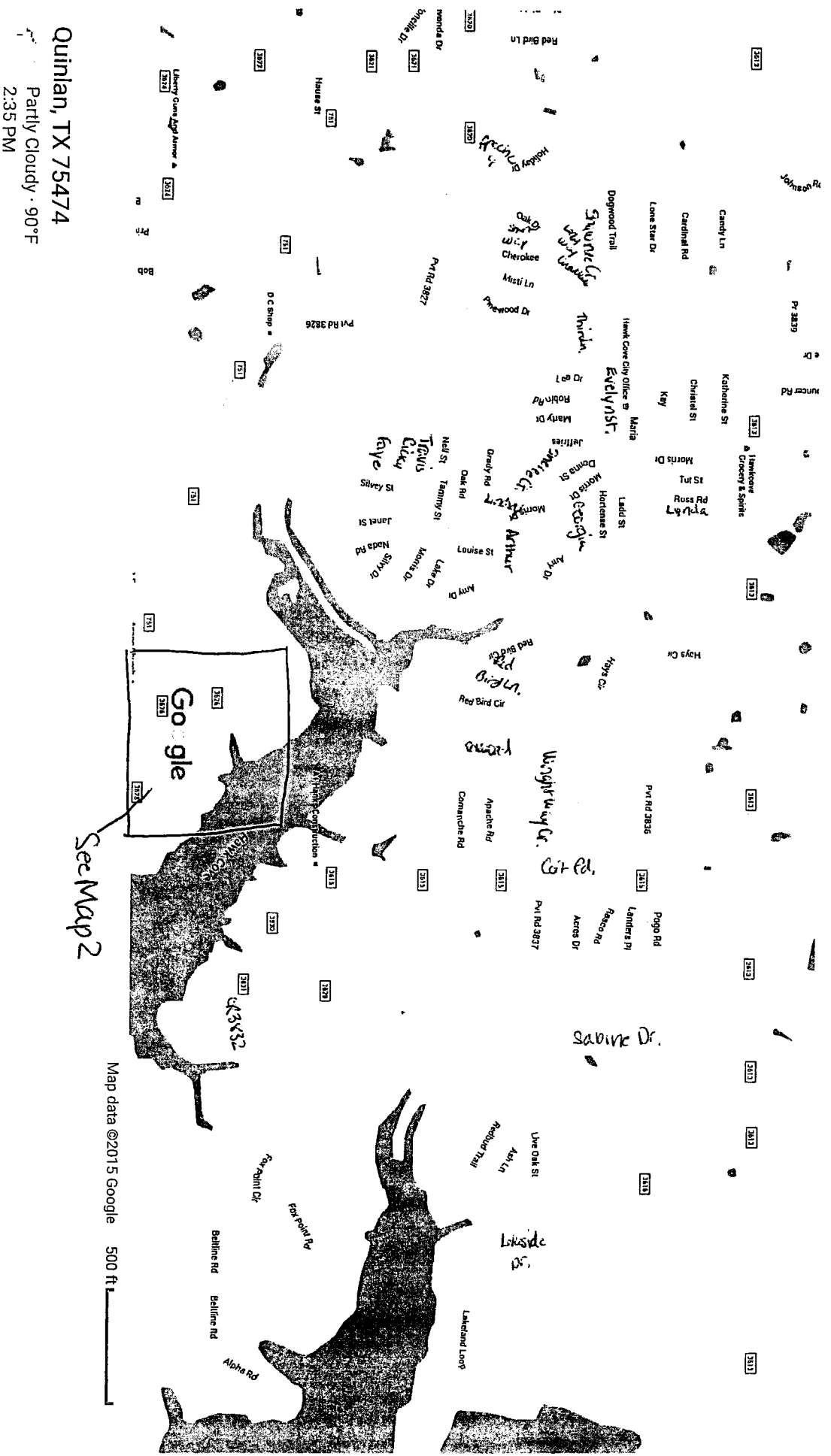
+1 (903) 675-3903

Phone Number

Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.

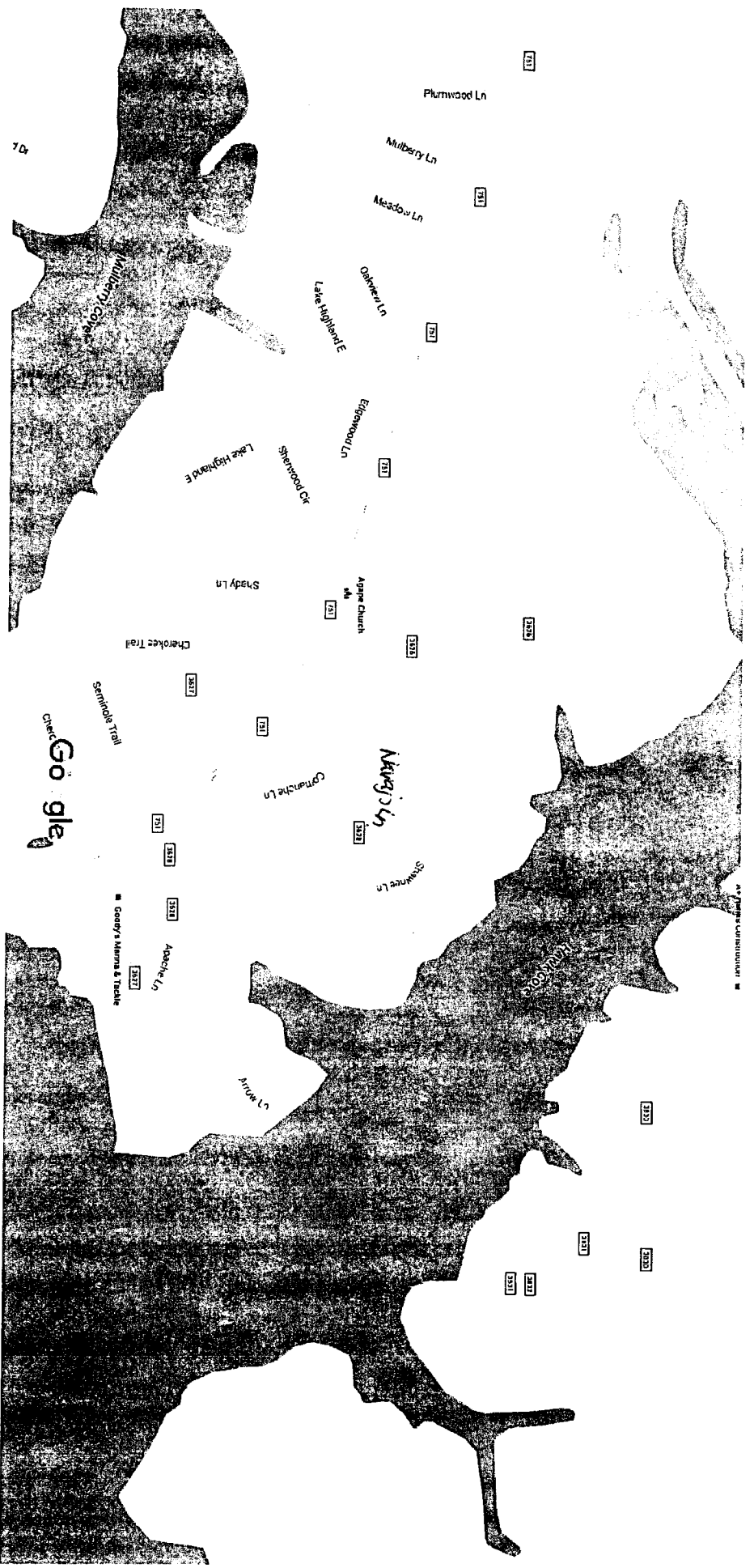
Google Maps Quinlan, TX 75474

Map 1 of 2



Quinlan, TX 75474

Partly Cloudy · 90°F
2:35 PM



Map data ©2015 Google 200 ft

Quinlan, TX 75474

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13,858

SMALL TOWNS ENVIRONMENT PROGRAM (STEP)
GRANT AGREEMENT

COPY

HUNT COUNTY/COMBINED CONSUMERS SPECIAL UTILITY DISTRICT

This is a contract between Hunt County Texas, a political subdivision of the State of Texas acting by its duly elected Commissioners Court, herein called County and Combined Consumers Special Utility District, herein called the District.

The purpose of this agreement is to set forth the terms between the parties. The County agrees to submit an application for a Texas Community Development Block Grant Program grant to the Texas Department of Agriculture (TDA) in the amount of \$325,316.17 to be used for water improvements as addressed in the County's Texas Community Development Block Grant Small Towns Environment Program (STEP) application.

Those terms are:

1. The County agrees to serve a fiscal agent for the grant, if awarded.
2. District shall bear any additional costs incidental to this project above grants funds.
3. The District agrees to continue to operate the water system and shall maintain the services and improvements addressed in the County's TxCDBG application.
4. This contract is performable in its entirety in Hunt County, Texas. The District agrees that it will completely indemnify and hold harmless County from any and all claims and from any and all financial obligations or claimed obligation relating to project.

FILED FOR RECORD
at 12:10 o'clock P M

OCT 13 2015

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

Signed by the County this
13th day of October, 2015

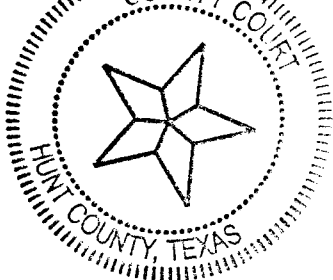
John Horn
John Horn, County Judge

Signed by the District this
17th day of September, 2015

Andy Yates
Andy Yates, President

Jennifer Lindenzweig
Jennifer Lindenzweig, County Clerk

Diane Fritch
Diane Fritch, Vice President



14,070

WATER SUPPLY INTERLOCAL AGREEMENT

HUNT COUNTY/COMBINED CONSUMERS SPECIAL UTILITY DISTRICT

FILED FOR RECORD
at 1:00 o'clock P M
APR 12 2016
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *[Signature]*

This is a contract between Hunt County, Texas, a political subdivision of the State of Texas acting by its duly elected Commissioners Court (herein called County), and Combined Consumers Special Utility District (herein called the District).

The purpose of this agreement is to set forth the terms between the parties. The County applied for and received a Texas Community Development Block Grant program STEP award from the Texas Department of Agriculture in the amount of \$325,316.17 to be used for water improvements, engineering costs and grant management fees.

The project is as follows: Volunteers, in conjunction with Combined Consumers SUD, shall replace lead-containing meters and deteriorating, undersized water lines. Construction shall consist of the installation of five hundred eighty (580) radio-read meters, approximately twenty-one thousand eight hundred eighteen linear feet (21,818 l.f.) of four-inch (4") and six-inch (6") water lines, five hundred eighty linear feet (580 l.f.) steel encasement and all related appurtenances. Volunteers shall provide water service lines (yard lines) to low and moderate income households within the project area.

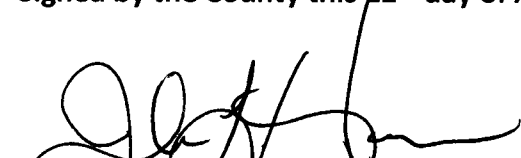
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2. The District agrees to bear any and all costs incidental to this project above grant funds committed.
3. A Selection Committee, consisting of at least one County designee and at least one District designee, will be assigned to request, receive and rate proposals for grant management and project engineering services on behalf of the County. The Committee shall establish written criteria for proposals or may use the recommended language found in the Texas Community Development Block Grant Implementation Manual. The Committee shall promote the participation of MBEs and Section 3 Businesses. After rating the proposals, the Committee will make contract award recommendations to the County. Contracts for professional services will be executed between the County and the recommended firm(s).
4. All other contractors, suppliers, and vendors will contract with the District for the construction of the water improvements by the terms of the grant and this agreement.

All advertisements and notices required by the grant shall be the sole responsibility of the District.

5. Upon approval by District, invoices will be paid by the County from grant funds and/or District funds only. The County agrees to keep and maintain a separate account of all grant funds received and payments made from those funds.
6. The District shall follow all applicable federal and state laws, regulations, and requirements of the Texas Department of Agriculture for bidding, contract award, contract preparation, and labor standards as specified in the Texas Community Development Block Grant Program Implementation Manual. District shall provide to County an original of all contracts, payroll documentation, and labor standards forms.
7. The District agrees to advise Hunt County and its representative(s) of errors, mistakes, potential problems or any other problematic issue(s) coming under observation during the progress of the work and will make good faith efforts to correct any errors that come to light in a timely and reasonable manner.
8. This agreement may not be assigned to any other party without prior mutual written consent.
9. This is the only agreement between the parties concerning the matter herein. All prior oral or written agreements are merged herein.
10. This contract is performable in its entirety in Hunt County, Texas. District agrees that it will completely indemnify and hold harmless County from any and all claims and from any and all financial obligations or claimed obligation relating to project.
11. It is understood and agreed that neither the County or District, shall in any sense be considered a partner or joint venture with each other, nor shall the District in any manner hold itself out as an agent or official representative of Hunt County. The District shall not in any manner incur any expense or liability on behalf of Hunt County other than what may be expressly allowed under this agreement. Hunt County will not be liable for any loss, cost, expense or damage, whether indirect, incidental, punitive, exemplary, or consequential of any kind whatsoever for any acts by the parties or failure to act relating to the project under this agreement.
12. In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision in this agreement and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

Signed by the County this 12th day of April, 2016



John Horn, County Judge



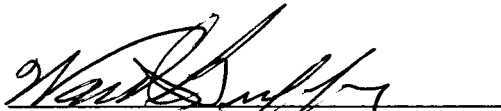
Jennifer Lindenzweig, County Clerk



Signed by Combined Consumers SUD District this 28th day of April, 2016



Andy Yates, President



Ward Guffey, Secretary/Treasurer

**AGREEMENT BETWEEN THE TEXAS DEPARTMENT OF AGRICULTURE
AND
THE COUNTY OF HUNT
CONTRACT NO. 7215036
FOR
THE SMALL TOWNS ENVIRONMENT PROGRAM**

FILED FOR RECORD
at 2:00 o'clock 2 M

APR 12 2016

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *Jennifer Lindenzweig*

SECTION 1. PARTIES TO CONTRACT

This contract and agreement is made and entered into by and between the Texas Department of Agriculture (herein referred to as the "Department"), an agency of the State of Texas, and the County of Hunt (herein referred to as the "Contractor"). The Department and the Contractor are collectively referred to hereinafter as the "Parties." The Parties have severally and collectively agreed and by the execution hereof are bound to the mutual obligations and to the performance and accomplishment of the tasks described herein.

SECTION 2. CONTRACT PERIOD

This contract and agreement shall commence on February 27, 2016, and shall terminate on February 26, 2018, unless otherwise specifically provided by the terms of this contract.

SECTION 3. PURPOSE

The Department has been designated as the state agency to administer, and the United States Government has awarded the Department funds for, the Texas Community Development Block Grant ("TxCDBG") Program under Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq.), herein referred to as the "HCD Act."

The Contractor has submitted, and the Department has approved, Contractor's application (herein referred to as the "Application") which will undertake community development activities (herein referred to as the "Project") and which is incorporated as part of this contract.

SECTION 4. CONTRACTOR PERFORMANCE

A. The Contractor shall conduct the Project in a non-entitlement area in a manner satisfactory to the Department and consistent with any standards required as a condition of providing these funds. The authorized use of TxCDBG funds is premised upon, and conditioned on, the Contractor fulfilling a CDBG national objective as a result of the TxCDBG-assisted activities. The Contractor shall perform all activities in accordance with the terms of the Performance Statement (Exhibit A); the Budget, (Exhibit B); the Project Implementation Schedule (Exhibit C); the Special Conditions (Exhibit D); the Applicable Laws and Regulations (Exhibit E); the Certifications (Exhibit F); the assurances, certifications, and all other statements made by the Contractor in the Application; and with all other terms, provisions, and requirements set forth in this contract.

B. The Contractor shall ensure that the persons to benefit from the activities described in the Performance Statement are receiving the service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled and before submitting the Project Completion Report to the Department. If the persons to benefit from the activities described in the Performance Statement are not receiving the service or a benefit, the Contractor is liable to repay to the Department any associated disallowed costs within the timeframe specified by the Department.

C. The Contractor shall adhere to the Project Implementation Schedule timelines for key project activities. As described in the TxCDBG Project Implementation Manual and policy directives, the Department may require the Contractor to submit written justification and take remedial action for any contract activity that is not completed by the date specified on the Project Implementation Schedule.

SECTION 5. DEPARTMENT OBLIGATIONS

A. Payment for Allowable Costs

In consideration of full and satisfactory performance of the activities referred to in Section 4 of this contract, the Department shall be liable for actual and reasonable costs incurred by the Contractor during the contract period for performances rendered under this contract, subject to the limitations set forth in this Section.

1. It is expressly understood and agreed by the Parties that the Department's obligations under this contract are contingent upon the actual receipt of adequate state or federal funds to meet the Department's liabilities under this contract. If adequate funds are not available to make payments under this contract, the Department shall notify the Contractor in writing within a reasonable time after such fact is determined. The Department shall terminate this contract and will not be liable for failure to make payments to the Contractor under this contract.
2. The Department shall not be liable to the Contractor for any costs incurred by the Contractor, or any portion thereof, which has been paid or is subject to payment to the Contractor, or has been reimbursed or is subject to reimbursement to the Contractor by any source other than the Department or the Contractor.
3. The Department shall not be liable to the Contractor for any costs incurred by the Contractor which are not allowable costs, as set forth in Section 7 of this contract.
4. The Department shall not be liable to the Contractor for any costs incurred by the Contractor or for any performances rendered by the Contractor which are not strictly in accordance with the terms of this contract.
5. The Department shall not be liable for costs incurred or performances rendered by the Contractor before commencement of this contract or after termination of this contract. The Department may reimburse allowable administrative and engineering costs incurred by the Contractor prior to this contract's execution date, if prior to the award the Contractor requested and received written approval from the Department, and the Contractor complied with all requirements for the release of such funds.
6. The Department shall not be liable to the Contractor for any costs incurred by the Contractor in the performance of this contract which have not been submitted to the Department by the Contractor within 60 days following termination of this contract, with the exception of administrative costs for preparation of a Single Audit. Administration funds reserved on the Certificate of Expenditures for audit costs and eligible for reimbursement shall be billed to the Department within nine (9) months after the end of the Contractor's fiscal year that follows the termination date of this contract. The Department shall deobligate all funds not requested under this paragraph.

B. Excess Payments

The Contractor shall refund to the Department any sum of money which has been paid to the Contractor by the Department which the Department determines has resulted in overpayment to the Contractor, or which the Department determines has not been spent by the Contractor in accordance with the terms of this contract. Such refund shall be made by the Contractor to the Department within 30 calendar days after such refund is requested by the Department.

C. Limit of Liability

Notwithstanding any other provision of this contract, it is expressly agreed and understood that the total amount to be paid by the Department to Contractor for allowable expenses incurred under this contract shall not exceed Three Hundred Twenty-five Thousand Three Hundred Sixteen and No/100 Dollars (\$325,316).

SECTION 6. GENERAL CONDITIONS

A. General Compliance

The Contractor agrees to comply with the requirements of Title 24 of the Code of Federal Regulations (CFR) Part 570 (the U.S. Housing and Urban Development [HUD] regulations concerning CDBG), in particular Subparts I - K. The Contractor also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract, including those specified in the Applicable Laws and Regulations attached to this contract. The Contractor further agrees to utilize funds available under this contract to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an "independent contractor" with respect to the services to be performed under this contract.

C. Indemnification

The Contractor agrees, to the extent allowed by law, to hold harmless, defend and indemnify the Department from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this contract.

D. Department Recognition

1. Public buildings, facilities, and centers, including infrastructure visible to the general public, constructed with funds provided under this contract shall have permanent signage placed in a prominent visible public area with the wording provided below.
2. Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc., utilizing funds provided under this contract shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.
3. Size and Formatting. The signage must be legible from a distance of at least three feet and comply with the size and formatting requirements set forth in the TxCDBG Project Implementation Manual.
4. Project Sign Wording: "This project is funded by the Office of Rural Affairs of the Texas Department of Agriculture with funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

E. Changes and Amendments

1. Except as specifically provided otherwise in this contract, any alterations, additions, or deletions to the terms of this contract shall be by amendment in writing and executed by both parties to this contract or as otherwise provided in the TxCDBG Project Implementation Manual. Such amendments shall not invalidate this contract, nor relieve or release the Department or the Contractor from its obligations under this contract.
2. A request for an extension must be supported by documentation of extenuating circumstances beyond Contractor's control which prevented completion of the project within the contract period.
3. A request to extend the contract period should be submitted in writing to the Department as soon as a delay is foreseen. Contract extension requests must be submitted to the Department approximately 60 days but no later than 30 days prior to the expiration of the contract and include a revised implementation schedule showing when

major milestones will be completed for each activity. A request for an exception to the requirements specified in this paragraph will be evaluated in accordance with the applicable section of the TxCDBG Project Implementation Manual.

4. It is understood and agreed by the parties that performances under this contract must be rendered in accordance with the HCD Act; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by the Contractor; and the assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance of this contract by both parties, it is agreed by the parties that the performances under this contract are amended by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto and may further be amended in the following manner: The Department may from time to time during the period of performance of this contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this contract. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this contract and shall be binding upon the Contractor, as if written herein, provided however that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this contract so as to release the Department from any obligation specified in Section 5 of this contract to reimburse costs incurred by the Contractor prior to the effective date of the amendments or policy directives.

5. Any alterations, additions, or deletions to the terms of this contract which are required by changes in Federal or State law or regulations are automatically incorporated into this contract without written amendment and shall become effective on the date designated by such law or regulation.

F. Remedies for Noncompliance

1. Suspension or Termination

a. The Department may suspend or terminate this contract, in whole or in part, if the Contractor materially fails to comply with any term of this contract, including but not limited to:

(1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

(2) Failure, for any reason, of the Contractor to fulfill its obligations under this contract within the timeframes and manner as specified by the Department;

(3) Failure to complete activities in accordance with the Project Implementation Schedule;

(4) Failure to submit to the Department, within the timeframes and manner as specified by the Department, any report required by this contract;

(5) Submission by the Contractor to the Department reports that are incorrect or incomplete in any material respect; or

(6) Misuse or improper use of funds provided under this contract.

b. Knowingly making false statements or providing false information on a grant application, certification, or report submitted to the Department is grounds for termination of the contract award.

c. The contract may also be terminated for convenience, in whole or in part, only as follows:

(1) by the Department with the consent of the Contractor in which case the two parties shall agree upon the termination conditions, including the effective date and in the case of partial termination, the portion to be terminated; or

(2) by the Contractor upon written notification to the Department, setting forth the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if, in the case of a partial termination, the Department determines that the remaining portion of the award will not accomplish the purposes for which the award was made, the Department may terminate the award in its entirety.

d. Upon termination or receipt of notice to terminate, whichever occurs first, the Contractor shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this contract or the portion of this contract to be terminated, as applicable, and shall cease to incur costs thereunder. The Department shall not be liable to the Contractor for costs incurred after termination of this contract.

e. Notwithstanding any exercise by the Department of its right of suspension or termination as provided in this Section, the Contractor shall not be relieved of any liability to the Department for damages due to the Department by virtue of any breach of this contract by the Contractor. The Department may withhold payments to the Contractor until such time as the exact amount of damages due to the Department from the Contractor is agreed upon or is otherwise determined.

2. If the Contractor materially fails to comply with any term of the award, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, the Department, until it is satisfied that there is no longer any such failure to comply, will take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

- a. Terminate payments to the Contractor under this contract;
- b. Temporarily withhold payments pending correction of the deficiency by the Contractor;
- c. Reduce the grant award or disallow all or part of the cost of the activity or action not in compliance;
- d. Wholly or partly suspend or terminate the current award;
- e. Withhold further awards for the program; or
- f. Take other remedies that may be legally available.

3. Reduction of Payments. In addition to, or in lieu of, any other right or remedy specified in this contract, as determined by the Department, in its sole discretion, violations or breaches by the Contractor of certain contractual and TxCDBG program requirements will result in the reduction of Administration funds awarded under this contract in accordance with the following table:

<u>Violation</u>	<u>Amount of Reduction</u>
▪ Acquisition	10%
▪ Environmental Clearance	15%
▪ Equal Employment Opportunity/Fair Housing	10%
▪ Labor Standards	15%
▪ Inaccurate or incomplete reporting	10%
○ Progress Reports	
○ Project Completion Report	
○ "Section 3" Reports	

4. Withholding of Payments. In addition to the limitations on liability otherwise specified in this contract, if the Contractor fails to submit to the Department in a timely and satisfactory manner any report required by this contract, the Department shall, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by the Contractor. If the Department withholds such payments, it shall notify the Contractor in writing of its decision and the reasons therefore. Payments withheld pursuant to this section may be held by the

Department until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor.

5. Ineligibility Period

a. Delinquent audit. If the Contractor fails to comply with the single audit requirements specified in this contract and fails to submit an acceptable audit report within 90 days after the receipt of notice by the Department that the audit is past due, the Contractor shall be ineligible to receive other TxCDBG grant funding opportunities for a period of one year after the 90-day period.

b. Delinquent debt. If the Department requests or requires the Contractor to repay funds to the Department as a result of the Contractor's noncompliance with contractual or TxCDBG program requirements and the Contractor fails to repay the funds by such date as specified by the Department, the Contractor shall be ineligible to receive any future TxCDBG grant funding until the Contractor has repaid the entire obligation to the Department.

6. Opportunity to cure. The Department shall give the Contractor an opportunity to cure a breach of contract as follows:

a. Department shall provide written notice to the Contractor, detailing all elements of the breach or noncompliance.

b. Contractor must commence cure within 30 days of the Department's notice.

c. Contractor must notify the Department in writing within 30 days that cure has begun and provide detailed explanation of the steps being made to cure the breach or noncompliance.

d. Contractor must complete the cure within 90 days of the Department's notice.

e. Failure to commence cure within 30 days, or failure to complete cure within 90 days, will result in the Department's right to immediately terminate the contract or take other remedial action that may be legally available.

SECTION 7. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Uniform Administrative Requirements and Accounting Standards. Except as specifically modified by law or the provisions of this contract, the Contractor shall comply with the requirements of 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," and, to the extent applicable, the rules promulgated by the Office of the Comptroller under the Uniform Grant and Contract Management Act (Tex. Gov't. Code Chapter 783, referred to as "UGCMS"). The Contractor agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles. The allowability of costs incurred for performances rendered under this contract shall be determined in accordance with 2 CFR Part 200 subpart E, UGCMS and this contract.

B. Documentation and Record Keeping

1. Records to be Maintained. The Contractor shall maintain all records required by the Federal regulations specified in 24 CFR 570.490 and 570.506 that are pertinent to the activities to be funded under this contract. Such records shall include but are not limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with TxCDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program (Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this contract);
- f. Financial records as required by 24 CFR 570.502;
- g. Records documenting compliance with labor standards and environmental review; and
- h. Other records necessary to document compliance with Subpart K of 24 CFR Part 570.

2. Audits & Inspections/Access to Records

a. The Contractor shall give HUD, the Inspector General, the General Accounting Office, the Auditor of the State of Texas, an office or agency of the State of Texas, and the Department, or any of their duly authorized representatives, access to all books, accounts, records, reports, files, and other papers or property pertaining to the administration, receipt and use of TxCDBG funds as may be necessary to facilitate their review and audit of the Contractor's administration and use of TxCDBG funds received under this contract. Such rights to access shall continue as long as the records are retained by the Contractor. The Contractor agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (Tex. Gov't. Code, Chapter 552). The Contractor shall include the substance of this clause concerning the authority to audit funds and the requirement to cooperate in all subcontracts it awards.

b. Any deficiencies noted in audit reports must be fully cleared by the Contractor within 30 days after receipt by the Contractor. Failure of the Contractor to comply with the audit requirements will constitute a violation of this contract and will result in the Contractor's ineligibility to receive other TxCDBG funding opportunities for a period of one year as provided in Section 6 of this contract.

c. The Contractor understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this contract. The Contractor further understands and agrees that reimbursement to the Department of such disallowed costs shall be paid by the Contractor from funds which were not provided or otherwise made available to the Contractor under this contract.

3. Records Retention. The Contractor shall retain all financial and programmatic records, supporting documents, statistical records, and all other records required to be maintained in accordance with 24 CFR 570.490 and 570.506, 2 CFR 200.333, and this contract for the greater of: (i) three years after close-out of the grant from HUD to the State of Texas (not the closeout of this contract); or (ii) other record retention obligations specific to the Contractor's contract or project. Contractor may be required to meet record retention requirements greater than those specified in this Section until audit issues are resolved to the Department's satisfaction, the requirements of 24 CFR 570.487 and 570.488 are met, or the requirements of other applicable law or regulations are met. The Department posts a list on its website of contracts that HUD has closed out with the State of Texas. These contracts are listed by closed Program Year, updated once a year or as needed. In the event Contractor has a question regarding the record retention requirements under this contract, it should contact the Department. The Contractor shall include the substance of this clause in all subcontracts it awards.

4. Close-outs. The Contractor's obligation to the Department shall not end until all close-out requirements are completed. Activities during this close-out period shall include but are not limited to: making final payments, disposing of program assets (including the return of all unspent funds, program income balances, and accounts receivable to the Department), and determining the custodianship of records. The Contractor shall submit all required close-out reports to the Department, in a format prescribed by the Department, no later than 60 days after the contract termination date or at the conclusion of all contract activities as determined by the Department. Notwithstanding the foregoing, the terms of this contract shall remain in effect during any period that the Contractor has control over TxCDBG funds, including program income.

C. Reporting and Payment Procedures

1. Program Income. In the same manner as required for all other funds under this contract, the Contractor shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR 570.489(e)) generated by activities carried out with TxCDBG funds made available under this contract. The use of program income by the Contractor shall comply with the requirements set forth at 24 CFR 570.489(e) and 570.504. By way of further limitations, the Contractor shall use such income during the contract period for activities permitted under this contract prior to requesting additional funds from the Department. The Contractor shall provide reports of program income to the Department with each payment request form submitted by the Contractor in accordance with the payment procedures described herein, and at the termination of this contract. All unexpended program income shall be returned to the Department at the end of the contract period, unless otherwise specifically provided within this contract.

2. Payment Procedures

a. The Department shall pay to Contractor based upon information submitted by the Contractor, consistent with the approved budget and Department policy concerning payments. Payments shall be made for eligible expenses actually incurred by the Contractor, and not to exceed actual cash requirements. Payments will be adjusted by the Department in accordance with program income balances available in Contractor accounts.

b. The Department shall not be liable to the Contractor for any costs incurred by the Contractor under this contract until the Contractor submits to the Department a properly completed Form A202, Depository/Authorized Signatories Designation Form, found in Chapter 2 of the TxCDBG Project Implementation Manual.

c. The Contractor shall submit to the Department at its offices in Austin, Texas, a properly completed Request for Payment form as specified by the Department. Contractor should submit a request for payment under each budget line item, or a written justification for the delay in drawdown of funds, within nine (9) months of the contract start date and every nine (9) months thereafter. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in the Budget and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in the Budget and in accordance with performance. The Department shall determine the reasonableness of each amount requested and shall not make disbursement of any such payment until the Department has reviewed and approved such Request.

d. Notwithstanding the provisions of clauses C.2.a to C.2.c of this Section, it is expressly understood and agreed by the Parties that payments under this contract are contingent upon the Contractor's full and satisfactory performance of its obligations under this contract.

3. Progress Reports. The Contractor shall submit regular Progress Reports to the Department in the form, content, and frequency as required by the Department. The Contractor shall comply with all reporting and submission requirements of the Federal Funding Accountability and Transparency Act (Public Law 109-282, as amended by section 6202(a) of Public Law 110-252; 31 U.S.C. § 6101 note), as well as the reporting and submission requirements of HUD as prescribed by the Department.

The Contractor is required to immediately report to the Department any incident of misapplication of TxCDBG funds, or other instances of fraud affecting TxCDBG funds or related projects, associated with this contract.

D. Procurement

Unless specified otherwise within this contract, the Contractor shall procure all materials, property, or services in accordance with: (1) current Department policy concerning procurements, (2) the requirements of 2 CFR Part 200, and (3) Chapter 252 or 262 of the Texas Local Government Code, as applicable. The Contractor shall ensure that all purchase orders and contracts include all applicable references to statutes, implementing regulations and executive

orders. In addition, the Contractor shall maintain records of all materials, property, and services as may be procured with funds provided herein.

E. Use and Reversion of Assets

The use and disposition of real property and equipment under this contract shall be in compliance with the requirements of 2 CFR 200.311-200.314 and 24 CFR 570.489(j), 570.502, 570.503(b)(7), and 570.504, as applicable.

SECTION 8. PERFORMANCE MONITORING

A. The Department shall monitor the performance of the Contractor against the goals stated in the Performance Statement and the milestones listed in the Project Implementation Schedule. The Department reserves the right to perform periodic on-site monitoring of the Contractor's compliance with the terms and conditions of this contract, and of the adequacy and timeliness of the Contractor's performances under this contract. After each monitoring visit, the Department shall provide the Contractor with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Contractor's performances under the terms of this contract, the monitoring report shall include requirements for the timely correction of such deficiencies by the Contractor. Failure by the Contractor to take action specified in the monitoring report may be cause for suspension or termination of this contract, as provided in Section 6 of this contract, or the Department may withhold other pending grant awards.

B. If the contract ends without any project beneficiaries resulting from the use of contract funds, the Contractor shall reimburse to the Department all contract funds disbursed to the Contractor, including but not limited to funds disbursed for administration and engineering services. The Contractor shall be required to repay the funds within the timeframe specified by the Department after the receipt of notice by the Department that funds must be repaid.

SECTION 9. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, the Contractor may subcontract for performances described in this contract without obtaining the Department's prior written approval. The Contractor shall only subcontract for performances described in this contract to which the federal labor standards requirements apply after the Contractor has verified the subcontractor's eligibility under the federal System for Award Management and has followed the subcontracting requirements in the TxCDBG Project Implementation Manual. The Contractor, in subcontracting for any performances described in this contract, expressly understands that in entering into such subcontracts, the Department is in no way liable to the Contractor's subcontractor(s).

B. Selection Process

1. The Contractor shall undertake to insure that all subcontracts let in the performance of this contract shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements.
2. Documentation concerning the selection process, including evidence of competitive procurement as specified in the TxCDBG Project Implementation Manual, shall be submitted to the Department prior to drawdown of funds relating to the appropriate subcontract.
3. Executed copies of all subcontracts shall be forwarded to the Department upon request.

C. The Contractor shall ensure that the applicable prevailing wage rate is included in the advertising and solicitation of bids in accordance with the TxCDBG Project Implementation Manual.

D. Monitoring. The Contractor shall monitor all subcontracted services on a regular basis to assure contract compliance. In no event shall any provision of this Section be construed as relieving the Contractor of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this contract, as if such performances rendered were rendered by the Contractor. The Department's approval under this Section does not constitute adoption, ratification, or acceptance of the Contractor's or

subcontractor's performance. The Department maintains the right to insist upon the Contractor's full compliance with the terms of this contract, and by the act of approval under this Section, the Department does not waive any right of action which may exist or which may subsequently accrue to the Department under this contract.

E. Content. The Contractor shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this contract.

F. Bonding. The Contractor shall comply with the bonding requirements of Chapter 2253 of the Texas Government Code and 2 CFR 200.325, as applicable.

G. The Contractor shall maintain a retainage in the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by the Contractor until the Department determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 10. LEGAL AUTHORITY

A. The Contractor assures and guarantees that the Contractor possesses the legal authority to enter into this contract, receive funds authorized by this contract, and to perform the services the Contractor has obligated itself to perform.

B. The person or persons signing and executing this contract on behalf of the Contractor, or representing themselves as signing and executing this contract on behalf of the Contractor, do hereby warrant and guarantee that he, she or they have been duly authorized by the Contractor to execute this contract on behalf of the Contractor and to validly and legally bind the Contractor to all terms, performances, and provisions set forth.

C. The Department shall have the right to suspend or terminate this contract if there is a dispute as to the legal authority of either the Contractor or the person signing this contract to enter into this contract or to render performances. The Contractor is liable to the Department for any money it has received from the Department for performance of the provisions of this contract, if the Department has suspended or terminated this contract for reasons enumerated in this Section.

SECTION 11. LITIGATION AND CLAIMS

The Contractor shall give the Department immediate notice in writing of (1) any action, including any proceeding before an administrative agency, filed against the Contractor arising out of the performance of any subcontract; and (2) any claim against the Contractor, the cost and expense of which the Contractor may be entitled to be reimbursed by the Department. Except as otherwise directed by the Department, the Contractor shall furnish immediately to the Department copies of all pertinent papers received by the Contractor with respect to such action or claim. The Contractor shall provide a notice to the Department within 30 days upon filing under any bankruptcy or financial insolvency provision of law.

SECTION 12. AUDIT

A. Notwithstanding the requirements in subsection B of this Section, the Contractor shall submit within 60 days after its fiscal year end an Audit Certification Form (ACF) or a similar statement. The Contractor shall submit an ACF to the Department annually as long as the Contractor has an open contract with the Department. The ACF or statement must include information indicating whether the Contractor has or has not met the \$750,000 expenditure threshold that will require a Single Audit Report. If the Contractor did not exceed the threshold, the Contractor shall include with the ACF or statement a list of all open Federal or State contracts providing financial assistance and the corresponding activity (including all contracts with the Department and other funding agencies). Failure by the Contractor to submit a complete ACF or a similar statement as described in the audit requirements by the required due date will affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

B. If Contractor expends \$750,000 or more in Federal awards, including TxCDBG funds or other Federal financial assistance received indirectly from pass-through entities, during a fiscal year, the Contractor shall be responsible for obtaining an audit in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501–7507) and other applicable federal regulations. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits.

C. If the Contractor has a single audit performed, the Contractor shall submit to the Department:

- One (1) copy of the Single Audit Report;
- One (1) copy of the Department's Single Audit Report Submission Check List (See Audit Certification Form packet for check list); and
- One (1) copy of the CPA's Management Letter (if issued by CPA firm to Contractor), and Management's response to the Department.

The Contractor shall submit the audit package to the Department within 30 days after completion of the audit, but no later than nine (9) months after the end of the Contractor's audit period (i.e., after the Contractor's fiscal year end). The Contractor shall ensure that the audit report is made available for public inspection within 30 days after completion of the audit. Audits performed under subsection A of this Section are subject to review and resolution by the Department or its authorized representative. The Contractor shall ensure the Audit Report submitted includes, either in the report or as part of the cover letter, auditor and contractor contact information, including contact person, mailing address, telephone number, fax number, and e-mail address. The Contractor shall ensure the Audit Report submitted also includes the submission of the CPA Management Letter if a Management Letter was issued to the Contractor by its CPA firm. Failure by the Contractor to submit a completed single audit package as described in the audit requirements by the required due date will affect funding for all existing contracts, eligibility to apply under the TxCDBG Program, and the issuance of new contracts for funding awards.

D. The Contractor shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section and Section 7 as the Department may require of the Contractor. The Contractor shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. The Department shall not release any funds for any costs incurred by the Contractor under this contract until the Department has received a copy of any audit report required by this Section.

SECTION 13. ENVIRONMENTAL REVIEW REQUIREMENTS

A. As evidenced by the execution of this contract, the Contractor understands and agrees that the Contractor is responsible for environmental review, decision-making, and action under 42 U.S.C. 5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. 4321 et seq.], and other provisions of law that further the purposes of NEPA, as specified in 24 CFR 58.5. The Contractor shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this contract. The Contractor must certify that it has complied with the requirements that would apply under the laws and authorities cited in 24 CFR 58.5 and must consider the criteria, standards, policies and regulations of these laws and authorities. In addition, the Contractor must comply with the requirements specified in 24 CFR 58.6.

The Contractor shall be responsible for ensuring compliance with all applicable requirements has been achieved; for issuing the public notification; for submitting the request for release of funds and related certifications, when required; and for ensuring the Environmental Review Record is complete.

B. Limitations on Activities Pending Clearance

1. Neither the Contractor nor any participant in the development process, or any of their contractors, may commit TxCDBG funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site, until the Contractor has completed the 24 CFR Part 58 environmental review process and the Department has authorized the use of grant funds or approved the Contractor's request for release of funds and related certification. In addition, until the Contractor's request for release of funds and related certification have been approved, neither the Contractor nor any participant in the development process may commit non-TxCDBG funds on or undertake an activity or project if the activity or project would have an adverse environmental impact or limit the choice of reasonable alternatives.

2. If an activity is exempt under 24 CFR 58.34, or is categorically excluded (except in extraordinary circumstances) under 24 CFR 58.35(b), a request for release of funds is not required but the Contractor must document its determination as required in 24 CFR 58.34(b) and 58.35(d). The Contractor shall comply with the requirements and procedures in the current TxCDBG Project Implementation Manual, and shall submit to the Department a Determination of Exemption or Determination of Categorical Exclusion, as applicable, and other required environmental compliance documentation as specified in the Implementation Manual. The Contractor shall also comply with other applicable requirements, as specified in 24 CFR 58.6, regardless of whether the activity is exempt under 24 CFR 58.34 or categorically excluded under 24 CFR 58.35(b).

C. In accordance with 24 CFR 58.77(b), the Contractor shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

SECTION 14. CITIZEN PARTICIPATION REQUIREMENTS

A. The Contractor shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this contract are used, in accordance with 24 CFR 570.486 and this contract.

B. The Contractor shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Statement.

C. Prior to the programmatic closure of this contract, the Contractor shall hold a public hearing to review its performance under this contract.

D. For each public hearing scheduled and conducted by the Contractor under this Section, the Contractor shall comply with the TxCDBG Project Implementation Manual and the following requirements:

1. Notice of each hearing shall be published in the non-legal section of a newspaper having general circulation in the Contractor's jurisdiction at least seventy-two (72) hours prior to each scheduled hearing. The published notice shall include the date, time, and location of each hearing and the topics to be considered at each hearing. The published notice shall be printed in English and Spanish, if appropriate. The Department shall accept articles published in such newspapers which satisfy the content and timing requirements of this subsection. In addition, the Contractor shall prominently post such notices in public buildings and distributed to interested community groups.

2. If any substantial changes are being requested concerning the activities included in this contract, the public hearings shall be held after 5:00 p.m. on a weekday or on a Saturday or Sunday. The hearings must be conducted at a location convenient to potential or actual beneficiaries, with accommodation for persons with special needs.

3. When a significant number of non-English speaking residents can reasonably be expected to participate in a public hearing, the Contractor shall provide an interpreter to accommodate the needs of the non-English speaking residents.

E. Notwithstanding the provisions of Section 7 of this contract, the Contractor shall retain documentation of the public hearing notices, a list of the attendees at each hearing, and minutes of each hearing held in accordance with this section for a period of three (3) years after the termination of this contract. The Contractor shall make such records available to the public in accordance with Texas Government Code, Chapter 552.

F. Complaint Procedures. The Contractor shall maintain written citizen complaint procedures that provide a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. The Contractor shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

SECTION 15. DEBARMENT

A. By signing this contract, the Contractor certifies that it is not debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Further, the Contractor is required to immediately report to the Department if it is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24.

B. By signing this contract, the Contractor certifies that it will not award any funds provided under this contract to any party which is debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. The Contractor shall verify the eligibility status of each proposed subcontractor under this contract and its principals and retain documentation in the local files.

SECTION 16. PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance. The Contractor agrees to ensure that no person shall on the grounds of race, color, national origin, religion, sex, age, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity assisted in whole or in part with TxCDBG funds.

The Contractor agrees to comply with all federal, state and local civil rights laws and ordinances, including but not limited to Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*) as amended; Title VIII of the Civil Rights Act of 1968, commonly known as the Fair Housing Act (42 U.S.C. 3601 *et seq.*), as amended by the Fair Housing Amendments Act of 1988; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(b) and 24 CFR Part 6, respectively) as amended; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.*); the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C., 6101 *et seq.*); and Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259.

2. Nondiscrimination. The Contractor agrees to comply with the non-discrimination laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, in employment and contracting opportunities.

3. Subcontract Provisions. The Contractor shall include these civil rights provisions in every subcontract or purchase order, specifically or by reference.

B. Employment Restrictions

1. Prohibited Activity. The Contractor agrees that no funds provided, nor personnel employed, under this contract shall be used for: political activities or to further the election or defeat of any candidate for public office; lobbying; inherently religious activities; political patronage; and nepotism activities.

2. Labor Standards

a. The Contractor agrees to comply with the requirements of the U.S. Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract.

b. The Contractor agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Contractor shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

c. The Contractor agrees that, except with respect to the rehabilitation of residential property containing less than eight (8) units, all subcontractors engaged under contracts in excess of \$2,000 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the Department pertaining to such contracts and with the applicable requirements of the regulations of the U.S. Department of Labor, under 29 CFR Parts 1, 3, and 5 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Contractor of its obligation, if any, to require payment of the higher wage. The Contractor shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

(1) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).

(2) The Contractor shall comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by the execution of this contract, the Contractor certifies that no contractual or other impediment exists that would prevent it from complying with the part 135 regulations.

(3) The Contractor shall ensure that opportunities for training, employment (including management and administrative jobs), contracting and other economic opportunities arising in connection with the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), and other public construction which includes buildings or improvements (regardless of ownership), assisted in whole or in part with TxCDBG funds shall, to the greatest extent feasible, be given to low- and very low-income persons residing within the area in which the TxCDBG-funded project is located, and to low- and very low-income participants in other HUD programs.

(4) The Contractor agrees to award contracts for work undertaken in connection with this contract to businesses that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

(5) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR Part 135.

(6) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

(7) With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

b. **Notifications.** The Contractor agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising the labor organization or workers' representative of its commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each, the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.

c. **Subcontracts.** The Contractor agrees to include this section 3 clause in all solicitations and subcontracts in excess of \$100,000 executed under this contract, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The Contractor will not subcontract with any entity where it has notice or knowledge that the entity has been found in violation of the regulations in 24 CFR Part 135.

C. **Conflict of Interest.** The Contractor agrees to abide by the provisions of Chapter 171, Texas Local Government Code, and 24 CFR 85.36, 570.489(h), and 570.611, which include but are not limited to the following:

1. The Contractor shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by TxCDBG funds.
2. No employee, officer or agent of the Contractor shall participate in the selection, or in the award, or administration of, a contract supported by TxCDBG funds if a conflict of interest, real or apparent, would be involved.
3. No covered persons who exercise or have exercised any functions or responsibilities with respect to TxCDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the TxCDBG-assisted activity, or with respect to the proceeds from the TxCDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Department, the Contractor, or any designated public agency.
4. The Contractor shall include these conflict of interest provisions in all subcontracts.

D. **Lobbying**

No funds provided under this contract shall be used to pay any person for communicating with a member of the legislative branch of state government (which includes a member-elect, a candidate for, or an officer or employee of the legislature or a legislative committee), a member of the executive branch of state government (which includes an officer, an officer-elect, a candidate for, or an employee of any state agency, department, or office in

the executive branch), a Member of Congress, an officer or employee of Congress or a federal agency, or an employee of a Member of Congress for the purpose of influencing or attempting to influence legislation or administrative action.

E. Religious Activities and Faith-Based Organizations

1. The Contractor shall not discriminate against an organization on the basis of the organization's religious character or affiliation. The Contractor shall comply with the regulations promulgated by HUD on faith-based activities at 24 CFR 570.200(j).

2. The Contractor agrees that funds provided under this contract will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization. Funds made available under this contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Where a structure is used for both eligible and inherently religious activities, funds made available under this contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this contract.

SECTION 17. FRAUD, ABUSE, AND MISMANAGEMENT

The Contractor must take steps, as directed by the Department, to avoid or mitigate occurrences of fraud, abuse, and mismanagement especially with respect to the financial management of this contract and procurements made under this contract. Upon the discovery of such alleged or suspected fraud, the Contractor shall immediately notify the Department and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this contract.

SECTION 18. EFFECTIVE DATE

This contract is not effective unless signed by the Commissioner of the Department or by his authorized designee.

SECTION 19. WAIVER

Any right or remedy provided for in this contract shall not preclude the exercise of any other right or remedy under this contract or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by the Contractor does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 20. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the parties to this contract relating to the subject matter of this contract that were made prior to the execution of this contract have been reduced to writing and are contained in this contract.

B. The attachments enumerated and denominated below are hereby made a part of this contract, and constitute promised performances by the Contractor in accordance with Section 4 of this contract:

1. Exhibit A, Performance Statement, 2 Pages
2. Exhibit B, Budget, 1 Page
3. Exhibit C, Project Implementation Schedule, 1 Page
4. Exhibit D, Special Conditions, 2 Pages
5. Exhibit E, Applicable Laws and Regulations, 2 Pages
6. Exhibit F, Certifications, 2 Pages

SECTION 21. VENUE

For purposes of litigation pursuant to this contract, venue shall lie in Travis County, Texas.


Signed:



John Horn, County Judge
County of Hunt

3/23/2016
Date

Approved and accepted on behalf of the Texas Department of Agriculture.



Jason Fearneyhough, Deputy Commissioner
Texas Department of Agriculture

4/5/2016
Date

EXHIBIT A
PERFORMANCE STATEMENT
COUNTY OF HUNT

All activities funded with TxCDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons, aid in the prevention or elimination of slums or blight, or meet community development needs having a particular urgency.

Contractor shall carry out the following activities in the target area identified in the Application. The Contractor shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in the Budget.

CURRENT NEED

The Combined Consumers Special Utility District (SUD), located in Hunt County, has water meters and lines that are aged and undersized, resulting in frequent maintenance issues and inadequate water pressure. Additionally, households in the Combined Consumers SUD service area are served by yard lines that are aged and deteriorated, resulting in frequent maintenance issues.

The Contractor certifies that the activity (ies) carried out under this contract will meet the National Objective of benefitting low- and moderate-income persons with at least 51% of the beneficiaries qualifying as low- to moderate-income.

ACTIVITIES

Water Improvements Volunteers shall replace water meters and lines to prevent frequent maintenance issues and improve water pressure. Contractor shall install approximately five hundred eighty (580) water meters, approximately twenty-one thousand eight hundred eighteen linear feet (21,818 l.f.) of four-inch (4") to six-inch (6") water line, boring, valves, service reconnections, pavement repair, and all associated appurtenances. Residents will be served by the Combined Consumers SUD. Construction shall take place throughout the service area of the Combined Consumers SUD.

These activities shall benefit one thousand two hundred eighty-eight (1,288) persons, of which eight hundred forty-seven (847) or sixty-six percent (66%) are of low- to moderate-income.

Rehabilitation: Single-Unit Water Service Volunteers shall provide first-time water service to households in the Combined Consumer SUD service area. Contractor shall install nineteen (19) water yard service lines and all associated appurtenances. Residents will be served by the Combined Consumers SUD. TxCDBG funds shall not fund a yard service line on private property to a household that does not qualify as LMI. Construction shall take place on Apache Lane, Comanche Lane, Navajo Lane, and Shawnee Lane.

These activities shall benefit fifty-one (51) persons, of which fifty-one (51) or one hundred percent (100%) are of low- to moderate-income.

Engineering

Contractor shall ensure that the amount of Department funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in the Budget.

General Administration

Contractor shall ensure that the amount of Department funds expended for all eligible project-related administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for administration in the Budget.

EXHIBIT B
BUDGET
COUNTY OF HUNT

<u>Project Activities</u>		<u>Contract Funds</u>	<u>Other Funds</u>	<u>Total Funds</u>
03J_W	Water Improvements - Total	\$280,599	\$0	\$280,599
	Water Improvements-Construction	\$222,836	\$0	\$222,836
	Water Improvements-Engineering	\$57,763	\$0	\$57,763
14A	Rehab: Single-Unit Water Service - Total	\$8,217	\$0	\$8,217
	Rehab: Single-Unit Water Service-Construction	\$8,217	\$0	\$8,217
21A	General Program Administration - Total	\$36,500	\$0	\$36,500
TOTALS		\$325,316	\$0	\$325,316

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE
COUNTY OF HUNT

CONTRACT START DATE
February 27, 2016

CONTRACT END DATE
February 26, 2018

If Contractor fails to meet milestones in accordance with this schedule, the Department will withhold payments to Contractor until such milestone has been completed.

Activity To Be Completed by Date Specified:		Milestone Date
Procurement of Professional Services Completed	Month 2	4/27/2016
4-Month Conference Call / Meeting Completed ⁽¹⁾	Month 4	6/27/2016
Plans and Specifications Completed	Month 6	8/27/2016
Plans and Specifications Submitted for Approval (as required ¹)	Month 6	8/27/2016
Environmental Review Completed	Month 6	8/27/2016
Clearance of Pre-Construction Special Conditions	Month 8	10/27/2016
Wage Rate 10-Day Confirmation	Month 8	10/27/2016
Construction Contract Awarded & Executed	Month 9	11/27/2016
Construction - 50% TxCDBG project complete	Month 14	4/27/2017
Construction - 75% TxCDBG project complete	Month 17	7/27/2017
Construction - 90% TxCDBG project complete	Month 19	9/27/2017
Construction & Final Inspections Completed	Month 20	10/27/2017
End Date of Contract	Month 24	2/26/2018
Close-out documents submitted to Department (60 days after End Date)	Month 26	4/27/2018

⁽¹⁾ See TxCDBG Project Implementation Manual

EXHIBIT D
COMMUNITY DEVELOPMENT FUND
SPECIAL CONDITIONS
COUNTY OF HUNT

A. Special Conditions for Release of Construction Funds

Funds for construction activities under this contract will not be released to the Contractor by the Department until the following special conditions for release of funds are met. These special conditions must be satisfactorily completed no later than twelve (12) months after the contract start date. In accordance with Section 6 of the contract, the Department may terminate this contract twelve (12) months after the commencement date specified in Section 2 if these special conditions are not met by such date. Contractor shall submit to the Department:

1. Documentation evidencing Contractor's completion of its responsibilities for environmental review and decision-making pertaining to the project as required by Section 13 (Environmental Review) of this contract, and its compliance with NEPA and other provisions of law that further the purposes of NEPA, as specified in 24 CFR 58.5.
2. Certification that Contractor has received all required pre-construction permits or approvals from the appropriate federal, state, or local entity or regulatory agency prior to beginning construction activities under this contract.
3. Prior to bidding construction for a project that includes first-time water or sewer service connections, the contractor must submit to the Department a list of households that have committed to connecting to the project. The list must be signed by the chief elected official and must identify all LMI households eligible for TxCDBG funded yard lines. The commitment from the household must be maintained in the local files and must be binding in nature, e.g., the system's standard request for service and payment of a nonrefundable deposit.
4. Other documentation required by the Department for release of construction funds as specified in Chapter 2 of the TxCDBG Project Implementation Manual.

B. Other Special Conditions

1. Project Mapping/Design Information and Copyright
 - a. The Contractor shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the Contractor. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the Contractor. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be received and maintained by Contractor in written form. The Contractor shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format, on a CD or other media in a file format determined by the Department. If requested by the Department, the Contractor shall ensure that the CD copy of all the electronic files and other data provided to the Department are properly identified. Specifically, the CD label

shall show the Contractor's name, the Department's assigned contract number, the contents of CD, the preparer's name, and the name of the software package(s) used to generate the maps on the CD.

b. Where activities supported by this contract produce copyrightable material, the Contractor shall not assert any rights at common law or in equity or establish any claim to statutory copyright in such material without the Department's prior written approval. The Department reserves a royalty-free, nonexclusive, and irrevocable license to copy, produce, publish, and use such material, and to authorize others to do so.

c. Provisions appropriate to effectuate the purposes of this subsection must be in all employment contracts, consultant contracts, including engineering consultant contracts, and other contracts or agreements in which funds received by the Contractor under this contract are involved.

EXHIBIT E

APPLICABLE LAWS AND REGULATIONS

The Contractor shall comply with the HCD Act; federal regulations specified in this contract; and with all other federal, state, and local laws and regulations insofar as they apply to the performance of this contract, including but not limited to the laws and regulations specified in this Exhibit.

I. LEAD-BASED PAINT

The Contractor agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35.

II. ENVIRONMENTAL LAW AND AUTHORITIES

A. The Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508

B. Historic Properties

1. The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2)
2. Executive Order 11593, Protection and Enhancement of the Cultural Environment, 36 FR 8921 (May 13, 1971)
3. Federal historic preservation regulations, at 36 CFR part 800 with respect to HUD programs
4. The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1)

C. Floodplain management and wetland protection

1. Executive Order 11988, Floodplain Management, 42 FR 26951 (May 24, 1977), as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order
2. Executive Order 11990, Protection of Wetlands, 42 FR 26961 (May 24, 1977)

D. Coastal Zone Management. The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d))

E. Water systems

1. The Safe Drinking Water Act of 1974 (42 U.S.C. 300f *et seq.*) as amended; particularly section 1424(e) (42 U.S.C. 300h-3(e))
2. Sole Source Aquifers (Environmental Protection Agency-40 CFR part 149)

F. Endangered species. The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

G. Wild and scenic rivers. The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

H. Air quality

1. The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d))
2. Determining Conformity of General Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 CFR parts 6, 51, and 93)

I. Farmland protection

1. Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202)
2. Farmland Protection Policy Act regulations (7 CFR part 658)

J. HUD environmental standards

1. Applicable criteria and standards specified in HUD environmental regulations (24 CFR part 51) other than the runway clear zone and clear zone notification requirement in 24 CFR 51.303(a)(3)
2. It is HUD policy that all properties that are being proposed for use in HUD programs be free of hazardous materials, contamination, toxic chemicals and gases, and radioactive substances, where a hazard could affect the health and safety of occupants or conflict with the intended utilization of the property.
3. The environmental review of multifamily housing with five or more dwelling units (including leasing), or non-residential property, must include the evaluation of previous uses of the site or other evidence of contamination on or near the site, to ensure that the occupants of proposed sites are not adversely affected by any of the hazards listed in paragraph J.2 of this section.
4. Particular attention should be given to any proposed site on or in the general proximity of such areas as dumps, landfills, industrial sites, or other locations that contain, or may have contained, hazardous wastes.

- K. Environmental justice for low income and minority populations. Executive Order 12898 of February 11, 1994 (59 FR 7629).

III. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. Sec. 4601 *et seq.*, 24 CFR Part 42, and 24 CFR 570.606.

EXHIBIT F
CERTIFICATIONS

WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT BY THE COUNTY OF HUNT, THAT;

(1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;

(2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 1981 et seq.) AND THE FAIR HOUSING ACT (42 U.S.C. 3601 et seq.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY THE DEPARTMENT;

(3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY THE DEPARTMENT;

(4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, THE CONTRACTOR CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).

(5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TxCDBG FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY THE DEPARTMENT.

(6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NON-VIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

**CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

COUNTY OF HUNT

CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

(1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

(2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBYING," IN ACCORDANCE WITH ITS INSTRUCTIONS.

(3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY 31 U.S.C. 1352. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN \$10,000 AND NOT MORE THAN \$100,000 FOR EACH SUCH FAILURE.

14,071

FILED FOR RECORD
at 1:00 o'clock P M

APR 12 2016

FEDERAL GRANT PROGRAM PROCUREMENT POLICY
Hunt County, adopted April 12, 2016

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By [Signature]

CODE OF CONDUCT

No employee, officer, or agent of the Hunt County shall participate in the selection, award, or administration of a contract supported by TxCDBG funds if he or she has a real or apparent conflict of interest. Such a conflict could arise if the employee, officer or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

No officer, employee, or agent of the Hunt County shall solicit or accept gratuities, favors or anything of monetary value from contractors or firms, potential contractors or firms, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

As a Grant Recipient of a TxCDBG contract, Hunt County shall avoid, neutralize or mitigate actual or potential conflicts of interest so as to prevent an unfair competitive advantage or the existence of conflicting roles that might impair the performance of the TxCDBG contract or impact the integrity of the procurement process.

No employee, agent, consultant, officer, or elected or appointed official of the state, or of a unit of general local government, or of any designated public agencies, or subrecipients which are receiving TxCDBG funds, that has any CDBG function/responsibility, or is in a position to participate in a decision-making process or gain inside information, may obtain a financial interest or benefit from the TxCDBG activity.

The conflict of interest restrictions and procurement requirements identified herein shall apply to a benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet the National Program Objective.

Any person or entity including any benefitting business, utility provider, or other third party entity that is receiving assistance, directly or indirectly, under a TxCDBG contract or award, or that is required to complete some or all work under the TxCDBG contract in order to meet a National Program Objective, that might potentially receive benefits from TxCDBG awards may not participate in the selection, award, or administration of a contract supported by CDBG funding.

Any alleged violations of these standards of conduct shall be referred to the Hunt County Attorney. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to dismissal or transfer; where violations or infractions appear to be substantial in nature, the matter may be referred to the appropriate officials for criminal investigation and possible prosecution.

Passed and approved this 12th day of April, 2016.

[Signature]
John L. Horn, County Judge
Hunt County

Attest:

[Signature]
Jennifer Lindenzweig, County Clerk

14,072

FILED FOR RECORD
at 1:00 o'clock P M

APR 12 2016

Step-by-Step
Selection of Administration/Professional Services

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: *[Signature]*

Step 1. Establish or appoint a local Selection Review Committee

The County Judge establishes a Selection Review Committee to determine the criteria to select and rate competing Respondents. This committee may consist of the entire local governing body, a subset of this body, appointed by the County Judge, or one of the aforementioned with designated staff support.

- The committee **must** include at least one person, with no maximum number of members.
- The committee **must** include at least one local official, such as a member of the elected governing body.
- The committee may also include other elected officials; employees of the locality; employees or officers of third-party public utilities served through this project; or other relevant persons.

Committee members may not have any potential conflicts of interest with any of the individuals, firms, or agencies under review (e.g., family relationships, close friendships, business dealings) and no person who might potentially receive benefits from CDBG-assisted activities may participate in the selection, award, or administration of a contract supported by CDBG funding if he or she has a real or apparent conflict of interest.

Name	Title/Office/Position
1. DREW ROBERTS	MANAGER OF CCSUD
2. LISA THOMPSON	HR DIRECTOR
3. PHILLIP MARTIN	COMMISSIONER PCT 3, HUNT COUNTY
4. CHERYL LOWRY	HUNT COUNTY PURCHASING AGENT

Duties of Selection Review Committee:

Step 2. Determine the Scope of Services

Determine the scope of services needed to successfully administer the TxCDBG contract. The scope of work should itemize the tasks needed, with timeframes and achievable goals.

[Sample scopes of work can be found in the sample RFP/RFQ in this Appendix.]

Step 3. Determine the Written Selection Criteria to Evaluate Respondents

Use the Sample 1 or 2 Administration/Professional Services Rating Sheet or develop written weighted criteria that will be used to select the Administrator/Service Provider based on the proposed CDBG project. Cost must be included in the selection criteria, and the Selection Review Committee may determine the relative weight of this factor.

The local governing body, which has final authority to approve all administration services contracts, should be closely involved in the establishment of these written selection criteria.

FILED FOR RECORD
1:00 o'clock P M
APR 12 2016
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By: [Signature]

RESOLUTION NO. #14,076

**A RESOLUTION AUTHORIZING THE CREATION OF THE NORTH
CENTRAL TEXAS REGIONAL 9-1-1 EMERGENCY COMMUNICATIONS
DISTRICT**

WHEREAS, Chapter 772, Subchapter H, of the Texas Health and Safety Code, cited as the Regional Emergency Communications District Act (the "act"), provides the creation of a Regional Emergency Communications District; and,

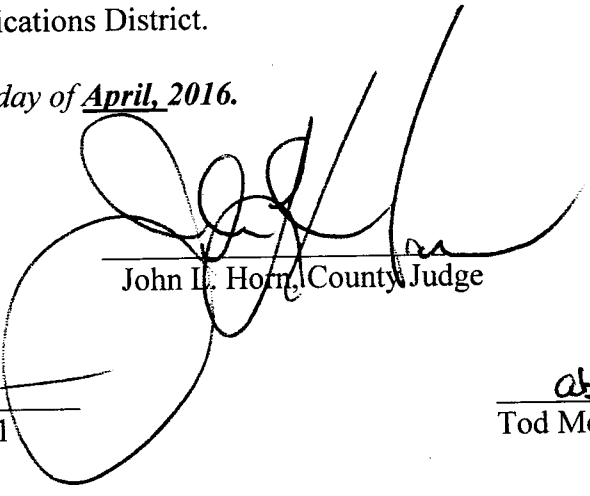
WHEREAS, the Act applies to a state planning region established under Chapter 391 of the Texas Local Government Code with a population of under 1.5 million, composed of counties and municipalities that operate a 9-1-1 system solely through a regional planning commission; and,

WHEREAS, the Act requires that the governing bodies of each participating county and municipality in the region adopt a resolution approving the creation of the Regional Emergency Communications District (the "District"); and,

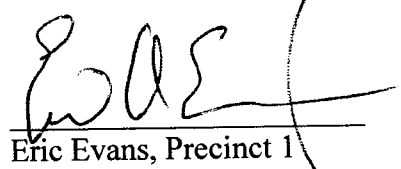
WHEREAS, as of 2016, the County of Hunt receives 9-1-1 system services operated through the North Central Texas Council of Governments, a regional planning commission.

NOW, THEREFORE, BE IT RESOLVED that the Commissioner's Court of Hunt County, Texas authorizes the creation of the North Central Texas Regional 9-1-1 Emergency Communications District.

ADOPTED this 12th day of April, 2016.



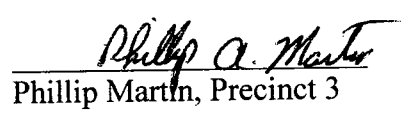
John L. Horn, County Judge



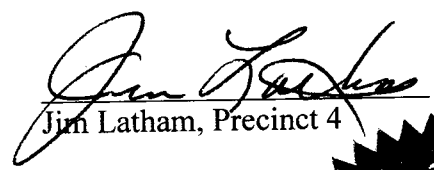
Eric Evans, Precinct 1

absent

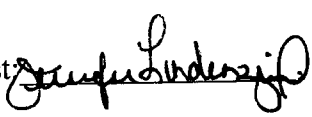
Tod McMahan, Precinct 2

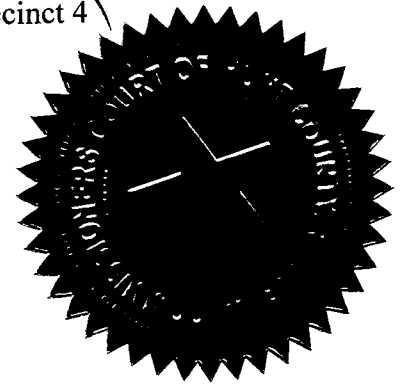


Phillip Martin, Precinct 3



Jim Latham, Precinct 4

Attest:  County Clerk





14,080

FILED FOR RECORD
at 1:00 o'clock P M
APR 12 2016
JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
By *[Signature]*

March 31, 2016

Office of Hunt County Judge
The Honorable John Horn
Hunt County Courthouse
2507 Lee St. Room 107
Greenville, Texas 75401

**Farmers Electric Cooperative Member: Union Valley Enterprises Inc.,
Service Order Number: 1603001032**

Dear Judge Horn,

Farmers Electric Cooperative, Inc. is requesting permission to construct electrical power distribution facilities across Hunt County Road 2422 which is located, approximately 340 feet southwest of highway 276 in Hunt County, Texas.

Site location map and construction sketches are enclosed. The construction sketch details the proposed work. All road crossing will have a minimum vertical clearance of 22 feet.

If you have any questions, please contact Peter Benninger office, 903-453-0513 or cell, 903-453-5292.

Sincerely,

Peter Benninger

Peter Benninger
Engineering Asst.

pbenninger@farmerselectric.coop
Phone 903-453-0513
Mobile 903-453-5292

Submitted by Ra'chel Tidwell
Field Engineering Coordinator

Enclosures

#14,081

FILED FOR RECORD
at 1:00 o'clock P M

APR 12 2016

JENNIFER LINDENZWEIG
By Board Clerk Hunt County TX
Jennifer Lindenzweig

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **Cause No. TAX20272 GREENVILLE INDEPENDENT SCHOOL DISTRICT VS. GLYNN MONTGOMERY, DECEASED**

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

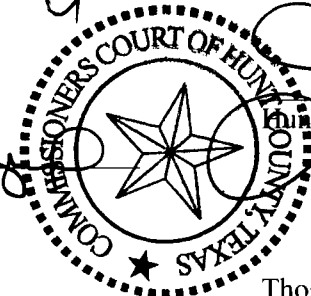
NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

That the sale of the hereinabove described real property to **LYNDON STROMBERG** for and in consideration of the cash sum of **THREE THOUSAND DOLLARS and 00/100 (\$3,000.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code.

Resolved this the 12 day of April, 2016.

Attest:

Jennifer Lindenzweig
County Clerk



[Signature]
Hunt County Judge

Those Voting *Aye* Were:

Those Voting *Nay* Were:

Evans

Martin

Latham

“EXHIBIT A”

Property Description:

TRACT 13: BEING 0.21 ACRES, LOT 2B, BLOCK B, PART OF THE M M ARNOLD ADDITION, ORIGINAL TOWN OF GREENVILLE, AS DESCRIBED IN THE WARRANTY DEED RECORDED IN VOLUME 736, PAGE 187 ON INSTRUMENT FILED SEPTEMBER 28, 1973 AND CONSTABLES DEED DOC# 2015-4148 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND THE GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R39211.

Situs per Hunt County Appraisal District: 4502 ONEAL ST, GREENVILLE TX 75401

Perdue, Brandon, Fielder, Collins & Mott LLP,

PO Box 2007,

Tyler, TX. 75710

Offer for property in Hunt County

I am offering ~~\$2,500 (two thousand five hundred dollars)~~ **\$ 3,000⁰⁰**

For property:

39211 S2115 ARNOLD

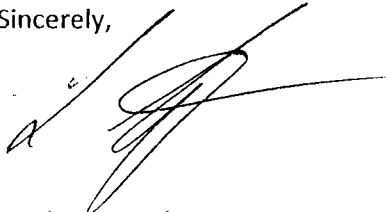
M M ADDITION

BLK B LOT 2B

TAX20272

GREENVILLE ISD vs GLYNN MONTGOMERY GREENVILLE \$4,170.00 4/9/15

Sincerely,



Lyndon Stromberg

4400 Oneal

Greenville, TX 75401

Ph. 903 454 0904

lstromberg@gmail.com

DEC 23 2015

BID ANALYSIS

Cause #: TAX20272

Previous Owner: GLYNN MONTGOMERY, DECEASED

Bid Amount: \$3,000.00

Date Bid Submitted: 12/23/2015

Bidders Name: **LYNDON STROMBERG**

Bidders Address: 4400 ONEAL ST
GREENVILLE TX 75401

Acct#: R39211

Judgment Date: 10/16/2014

Property Value at Judgment: \$4,170.00

Property Value today: \$4,170.00

Date of Sale: 4/7/2015

Minimum Bid at Sale: \$3,306.57

Sale Deed Filed: 4/15/15
Redemption Expires: 10/15/15

PROPERTY DESCRIPTION

TRACT 13: BEING 0.21 ACRES, LOT 2B, BLOCK B, PART OF THE M M ARNOLD ADDITION, ORIGINAL TOWN OF GREENVILLE, AS DESCRIBED IN THE WARRANTY DEED RECORDED IN VOLUME 736, PAGE 187 ON INSTRUMENT FILED SEPTEMBER 28, 1973 AND CONSTABLES DEED DOC# 2015-4148 IN HUNT COUNTY, TEXAS AND BEING FURTHER IDENTIFIED ON THE TAX ROLLS AND RECORDS OF THE CITY OF GREENVILLE AND THE GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R39211.

SITUS OR LOCATION PER HUNT CAD: 4502 ONEAL ST, GREENVILLE TX 75401

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	1995-2013	\$700.60
GREENVILLE ISD	1995-2013	\$1,325.42
HUNT COUNTY	1995-2013	\$506.37
HUNT MEMORIAL HD	1995-2013	\$203.86

TOTAL: \$2,736.25

COSTS

Court Costs \$183.54 (Payable to Hunt County District Clerk)
Publication Fee: \$59.66 (Payable to Hunt County Treasurer)
Constable's Fee: \$60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee: \$38.25 (Payable to Hunt County Clerk)

TOTAL: \$341.45

PROPOSED TAX DISTRIBUTION – R39211

Bid Amount: \$3,000.00 Costs: \$341.45
Net to Distribute: \$2,658.55

ENTITY	AMOUNT TO DISBURSE
CITY OF GREENVILLE:	(26%) \$691.22
GREENVILLE ISD:	(48%) \$1,276.10
HUNT COUNTY:	(19%) \$505.12
HUNT MEMORIAL HD:	(7%) \$186.11

(These amounts are contingent on verification of cost)

TOTAL: \$2,658.55

14,081

FILED FOR RECORD
at 1:00 o'clock P M

APR 12 2016

JENNIFER LINDENZWEIG
County Clerk, Hunt County, TX
Jennifer Lindenzweig

RESOLUTION OF THE HUNT COUNTY COMMISSIONERS COURT

WHEREAS, the **Hunt County Commissioners Court** has become the owner of certain real property described in the attached Exhibit (Exhibit "A") by virtue of the fact that a sufficient bid was not received at a sale conducted by the Sheriff/Constable pursuant to an order of the District Court in **Cause No. TAX19786 CITY OF GREENVILLE VS. TEXAS SELECT GREENVILLE LAND TRUST**

WHEREAS, a potential buyer of the property has come forward, and

WHEREAS, all taxing entities involved in the above referenced cause must consent to the sale of the hereinabove described real property, and

WHEREAS, it is to the benefit of all the taxing entities involved that the property be returned to their respective tax rolls;

NOW therefore be it resolved by the Board of Trustees of **Hunt County Commissioners Court**, Hunt County, Texas

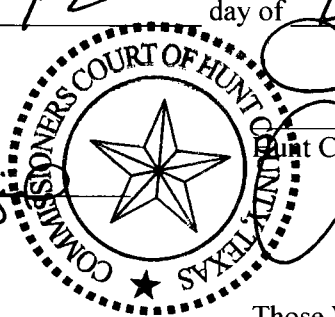
The sale of real property to **JESSICA OLIVO**, for and in consideration of the cash sum of **SEVEN HUNDRED DOLLARS AND 00/100 (\$700.00)**, said money to be distributed pursuant to Chapter 34 of the Texas Property Tax Code is hereby approved.

Resolved this the 12 day of April, 2016.

Attest:

Jennifer Lindenzweig
County Clerk

[Signature]
Hunt County Judge



Those Voting *Aye* Were:

Those Voting *Nay* Were:

Evans

Martini

Latham

“EXHIBIT A”

Property Description:

TRACT 25: BEING BLOCK 444, LOT 5 PART OF THE ORG TOWN OF GRENVILLE, AS DESCRIBED IN DEED RECORDED IN VOLUME 800, PAGE 609, FILED OCTOBER 9, 2001, QUIT CLAIM DEED RECORDED IN VOLUME 980, PAGE 11 FILED MARCH 3, 2003 AND CONSTABLES DEED DOC#2012-3372 FILED MARCH 22, 2012 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON TAX ROLLS AND RECORDS OF CITY OF GRENVILLE AND GRENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R72883

Situs per Hunt County Appraisal District: 1901 FULLER ST, GRENVILLE TX 75401

12-21-2015

To whom it may concern,

I am writing this proposal in the amount of \$700.00 for the property lot on 1901 Fuller St. in Greenville Texas. I am interested in combining the property with the home on 1907 Fuller St. I am very interested in the lot. You can contact me at 8435927488.

Thank you,

Jessica Oliver

2105 Jones
Greenville TX 75401

BID ANALYSIS

Cause #: TAX19786

Previous Owner: TEXAS SELECT GREENVILLE LAND TRUST

Bid Amount: \$700.00

Date Bid Submitted: 12/21/2015

Bidders Name: **JESSICA OLIVO**

Bidders Address: 2105 JONES
GREENVILLE TX 75401

Acct#: R72883

Judgment Date: 12/15/2011

Property Value at Judgment: \$1,740.00

Property Value today: \$1,740.00

Date of Sale: 3/6/2012

Minimum Bid at Sale: \$390.08

Sale Deed Filed: 3/22/2012

Redemption Expires: 9/22/2012

PROPERTY DESCRIPTION

TRACT 25: BEING BLOCK 444, LOT 5 PART OF THE ORG TOWN OF GREENVILLE, AS DESCRIBED IN DEED RECORDED IN VOLUME 800, PAGE 609, FILED OCTOBER 9, 2001, QUIT CLAIM DEED RECORDED IN VOLUME 980, PAGE 11 FILED MARCH 3, 2003 AND CONSTABLES DEED DOC#2012-3372 FILED MARCH 22, 2012 IN HUNT COUNTY TEXAS AND BEING FURTHER IDENTIFIED ON TAX ROLLS AND RECORDS OF CITY OF GREENVILLE AND GREENVILLE INDEPENDENT SCHOOL DISTRICT UNDER ACCOUNT NUMBER R72883

SITUS OR LOCATION PER HUNT CAD: 1901 FULLER ST, GREENVILLE TX 75401

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
CITY OF GREENVILLE	2009-2010	\$37.98
GREENVILLE ISD	2009-2010	\$64.06
HUNT COUNTY	2009-2010	\$27.34
HUNT MEMORIAL HD	2009-2010	\$11.53

TOTAL: \$140.91

COSTS

Court Costs	\$53.34 (Payable to Hunt County District Clerk)
Publication Fee:	\$45.24 (Payable to Hunt County Treasurer)
Constable's Fee:	\$60.00 (Payable to the Hunt County Constable Pct. 1)
Deed Recording Fee:	\$38.25 (Payable to Hunt County Clerk)

TOTAL: \$196.83

14,084

Fax to: 903-408-4291 Att: Sandy
 From: Classification
 JAIL COUNT
 March 29, 2016 - April 11, 2016

FILED FOR RECORD
 at 1:00 o'clock P M

APR 12 2016

JENNIFER LINDENZWEIG
 County Clerk, Hunt County, TX
 By: *Jennifer Lindenzweig*

<u>DATE</u>	<u>MALE</u>	<u>FEMALE</u>	<u>HOLDING</u>	<u>Hopkins County</u>	<u>PTS</u>	<u>Federal</u>	<u>TOTAL</u>
29-Mar	175	33	16	0	0	94	318
30-Mar	182	31	7	0	0	94	314
31-Mar	180	32	12	0	0	100	324
1-Apr	181	33	3	0	0	100	317
2-Apr	173	32	13	0	0	98	316
3-Apr	178	33	8	0	0	97	316
4-Apr	175	32	8	0	0	97	312
5-Apr	170	30	13	0	0	96	309
6-Apr	172	30	13	0	0	95	310
7-Apr	164	32	11	0	0	95	302
8-Apr	166	33	6	0	0	101	306
9-Apr	163	34	16	0	0	96	309
10-Apr	169	34	11	0	0	96	310
11-Apr	170	34	10	0	0	95	309