



RESOLUTION

APPROVING AN APPLICATION FOR FUNDING THROUGH THE TEXAS DEPARTMENT OF AGRICULTURE, TEXAS CAPITAL FUND

BE IT RESOLVED by the Commissioner's Court of the County of Polk as follows:

SECTION 1. The Commissioner's Court of Polk County has reviewed and hereby approves an application for:

*Award for Corrigan OSB, LLC; Corrigan, Texas; for infrastructure - \$940,000
Administration Grant - \$60,000*

SECTION 2. The Commissioner's Court has reviewed and hereby agrees to comply with all assurances executed in connection with the application and, if funded the award.

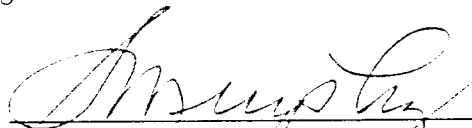
SECTION 3. All funds will be used in accordance with all applicable federal, state, local and programmatic requirements including but not limited to procurement, environmental review, labor standards, real property acquisition, and civil rights requirements.

SECTION 4. 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.

SECTION 5. The Commissioner's Court approves the Intergovernmental Agreement between Polk County and the City of Corrigan, attached hereto as Exhibit A.

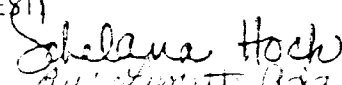
SECTION 6. The Commissioner's Court has adopted a Citizen Participation Plan relating to Texas Community Development Program Activities in Polk County, Texas, attached hereto as Exhibit B.

PASSED AND ADOPTED at a regular meeting of the Commissioner's Court of the County of Polk held on the 14th day of April, 2015.

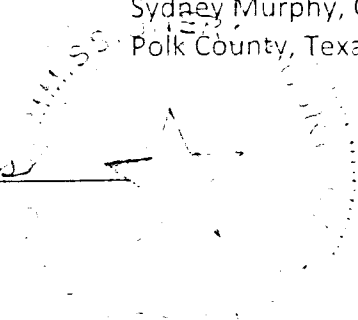


Sydney Murphy, County Judge

Polk County, Texas

ATTEST


Schelana Hock, County Clerk
Polk County, Texas



**INTER-GOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF POLK
AND
CITY OF CORRIGAN**

STATE OF TEXAS §

COUNTY OF POLK §

This Agreement between the COUNTY OF POLK, TEXAS, whose address is, 101 West Church Street, Livingston, Texas 77351 hereinafter referred to as "County" and the CITY OF CORRIGAN whose address is 101 West Ben Franklin, Corrigan, Texas 75939 hereinafter referred to as "CITY", is as follows:

WHEREAS, the County will apply for Texas Community Development Block Grant Program (TxCDBG) for a 2015 Texas Capital Fund Infrastructure Program Grant from the Texas Department of Agriculture in the amount of \$1,500,000.00 for extension of City of Corrigan water distribution system to serve the Corrigan OSB, LLC facility being constructed south of the City limits of Corrigan; and,

WHEREAS, the County and City are desirous of reducing to writing certain duties and obligations between the parties hereto:

FOR AND IN CONSIDERATION of the mutual benefits flowing to the City as well as the County as a result of the application by the County and the receipt of a contract award under the Texas Community Development Block Grant Texas Capital Fund Program and in consideration of Ten Dollars (\$10.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. In the event the County should incur any costs at the request or under the direction of/or approved by the City which is determined by the Texas Department of Agriculture to exceed actual or reasonable costs for performances rendered under said Texas Community Development Program Contract, the City will be responsible and pay for any such costs on or before thirty (30) days from the date of notice and demand for payment of same with the County providing a copy of the paid receipt or invoice in question.
2. The Project Engineer shall coordinate with the County and City all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality, City, and Corrigan OSB, LLC for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the TxCDBG Texas Capital Fund Infrastructure contract.

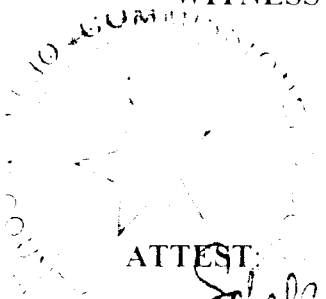
5. The City will fully and satisfactorily perform all of its obligations under the terms of this contract.
6. The County shall submit such reports as are required under the TxCDBG Texas Capital Fund Contract. The City shall timely provide the County with all information and documents in the possession of the City necessary for such required reports of the County. Should the City fail to timely furnish any such information or documents in the possession of the City following timely request for same, should the County incur any expenses or damages whatsoever as a result of the City failing to timely furnish such information necessary to comply with the reporting requirements of said TxCDBG Contract then the City shall be required to repay such expenses to the County and otherwise indemnify the County for any loss or damages sustained as a result thereof.
7. The City hereby agrees to indemnify and hold harmless the County against any and all claims, demands, causes of action of every kind or character which may be asserted by the Texas Department of Agriculture, an agency of the State of Texas, occurring or in any way incident to, arising out of, or in connection with the services to be performed by the City under this Contract.
8. In the event of the termination of the TxCDBG TEXAS CAPITAL FUND CONTRACT for any grounds other than the negligence or intentional violation of the TxCDBG CONTRACT by the County resulting in said termination, the City shall indemnify and hold harmless the County for any and all claims, demands, damages, or other causes of action asserted by any subcontractors or suppliers or others, as a result of any contract entered into by and between the County and any said subcontractors or others as a result of the award of said TxCDBG CONTRACT to the County.
9. The County and/or the CITY may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the Department of the termination of said TxCDBG CONTRACT, or (2) upon a violation of the terms of the Contract by other party.
10. The parties expressly agree that the County sought and obtained the TxCDBG Grant at the request of the City for the benefit of the citizens in the project area. Therefore, it is expressly agreed that any expenses or damages suffered by the County as a result of said TxCDBG Contract or grant, other than such damages or unreasonable expenses which are incurred as a result of the intentional conduct of the County, shall be paid by the City. All said additional expenses not covered by the allocated grant funds shall be paid for by the City.
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said TxCDBG Texas Capital Fund Infrastructure Contract and or purchased or provided by the City shall be conveyed in fee simple to the City by the County upon completion of the grant contract. In consideration therefore, the City agrees and will assume all legal

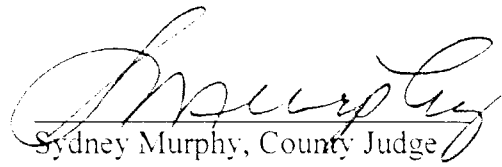
responsibilities and obligations connected with the improvements and operation of said water facilities.

12. This is a good faith effort between the County and the City to accommodate and assist the citizens of the County area by providing improved water facilities to the 165 employees of the Corrigan OSB, LLC facility and each of the entities here do pledge their best efforts to fulfill the obligation set forth herein as well as the obligations and requirements set forth in said TxCDBG CONTRACT if awarded by the Texas Department of Agriculture, the same being incorporated herein by reference the same as if fully set forth in this Contract.


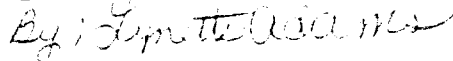
COUNTY OF POLK §

WITNESS OUR HANDS effective this 14th day of April, 2015.




Sydney Murphy, County Judge
County of Polk, Texas

ATTEST:


By: 

Schelana Hock, County Clerk
County of Polk, Texas

CITY OF CORRIGAN

WITNESS OUR HANDS effective this _____ day of _____, 2015.

Jonathan Clark, Mayor
City of Corrigan, Texas

ATTEST:

Dorrie Cotton, City Secretary
City of Corrigan, Texas

EXHIBIT B – CITIZEN PARTICIPATION PLAN

(SEE PREVIOUS MINUTES ATTACHMENT)

RE SEAL

COUNTY OF POLK
101 W. Church Street
Livingston, Texas 77351

Exemption Determination for Activities Listed at 24 CFR §58.34

Grant Recipient: COUNTY OF POLK Project Name: TEXAS CAPITAL FUND INFRASTRUCTURE PROJECT FOR CORRIGAN OSB, LLC

Project Description (Include all actions which are either geographically or functionally related):
The County of Polk will utilize Texas Capital Fund Infrastructure to provide water service to the Corrigan OSB, LLC Facility being constructed south of the City of Corrigan. The project will consist of the installation of 7,200 linear feet of 8 inch water main from the City of Corrigan West Corrigan Water Booster Plant on U.S. Highway 287 to the connection point at the Corrigan OSB, LLC facility. Improvements at the West Corrigan Water Booster Plant will include the construction of a new 250,000 gallon ground storage tank, 10,00 gallon pressure tank, a new pump house and re-chlorination building with electrical controls. Booster pumps and piping to meet the water requirements of the industry. Corrigan OSB, LLC will create 165 new jobs.

Location: Corrigan West Booster Plant on South Hwy 287 to Corrigan OSB, LLC Facility south of the City of Corrigan.

Funding Source: CDBG HOME ESG HOPWA EDI Capital Fund Operating Subsidy Hope VI
Other

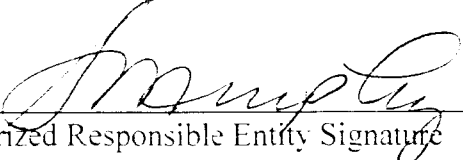
Estimated Funding Amount: \$1,000,000.00 Grant Number: Pending Application

I have reviewed and determined that the abovementioned project is Exempt per 24 CFR §58.34 as follows:

<input checked="" type="checkbox"/>	58.34(a)(1) Environmental & other studies, resource identification & the development of plans & strategies:
<input type="checkbox"/>	58.34(a)(2) Information and financial services:
<input checked="" type="checkbox"/>	58.34(a)(3) Administrative and management activities:
<input type="checkbox"/>	58.34(a)(4) Public services that will not have a physical impact or result in any physical changes, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation and welfare or recreational needs:
<input type="checkbox"/>	58.34(a)(5) Inspections and testing of properties for hazards or defects:
<input type="checkbox"/>	58.34(a)(6) Purchase of insurance:
<input type="checkbox"/>	58.34(a)(7) Purchase of tools:
<input checked="" type="checkbox"/>	58.34(a)(8) Engineering or design costs:
<input type="checkbox"/>	58.34(a)(9) Technical assistance and training:
<input type="checkbox"/>	58.34(a)(10) Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration:
<input type="checkbox"/>	58.34(a)(11) Payment of principal and interest on loans made or obligations guaranteed by HUD:
<input type="checkbox"/>	58.34(a)(12) Any of the categorical exclusions listed in §58.35(a) provided that there are no circumstances that require compliance with any other Federal laws and authorities cited in §58.5. [Does not apply to EA or EIS level of review]

By signing below the Responsible Entity officially determines in writing that all activities covered by this determination are Exempt and meets the conditions specified for such exemption under section 24 CFR §58.34. This document must be maintained in the ERR.

AUTHORIZED RESPONSIBLE ENTITY OFFICIAL:



Authorized Responsible Entity Signature

4/14/15

Date

Sydney Murphy

Authorized Responsible Entity Name (printed)

County Judge

Title (printed)

1. TYPE OF SUBMISSION		2. DATE SUBMITTED:	APPLICANT IDENTIFIER:
Application:	Pre-application:	3. DATE RECEIVED BY STATE:	STATE APPLICATION IDENTIFIER:
<input checked="" type="checkbox"/> Construction	<input type="checkbox"/> Construction		
<input type="checkbox"/> Non-Construction	<input type="checkbox"/> Non-Construction	4. DATE REC'D by FEDERAL AGENCY:	FEDERAL IDENTIFIER:

5. APPLICANT INFORMATION:

Legal Name: County of Polk	Organizational Unit: Commissioner's Court
Address (City, County, State, and Zip Code) of applicant: County of Polk 101 W. Church Street, Suite 300 Livingston, Texas 77351 Polk County	Name/Title, Agency or Company, Address, Area Code, Telephone and Fax Numbers, and e-mail address of application preparer: David J. Waxman, Vice President David J. Waxman, Inc. Post Office Box 900 Jasper, Texas 75951 Phone: (409)384-3458 Fax: (409)384-5719 Email: randy.blanks@sbcglobal.net

6. EMPLOYER IDENTIFICATION NUMBER (EIN): 74-6001621	6a. DUNS NUMBER: 061519781
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7. TYPE OF APPLICANT: <input type="checkbox"/> A. Municipal <input checked="" type="checkbox"/> B. County	8. TYPE OF APPLICATION: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision
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9. NAME OF FEDERAL / STATE AGENCY: Texas Department of Agriculture	10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 14-228 Title: Texas Community Development Block Grant Program (TxCDBG)
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11. PROJECT TYPE: Water Improvements (03J)	11a. TYPE OF APPLICATION: Community Development Fund
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12. TARGET AREA(S) AFFECTED / BUSINESS(ES) ASSISTED BY THE PROJECT: Corrigan OSB, LLC, Plant	13. APPLICANT'S FISCAL YEAR: Beginning Date: 10/01 Ending Date: 09/30
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14. CONGRESSIONAL DISTRICTS:	Representative: 19 Senate: 3 Congress: 36
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15. ESTIMATED FUNDING:	16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?
A. TxCDBG REQUEST: \$1,000,000.00	<input type="checkbox"/> Yes the preapplication / application was made available to the State Executive Order 12372 process for review on: Date: _____ <input checked="" type="checkbox"/> No <input type="checkbox"/> Program is not covered by E.O. 12372 -OR- <input type="checkbox"/> Program has not been selected by the State for review
B. FEDERAL: _____	
C. STATE: _____	
D. APPLICANT: _____	
E. LOCAL: _____	
F. OTHER: \$100,000,000.00	
G. TOTAL: \$101,000,000.00	

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?
 Yes. If "Yes", attach an explanation. No

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE CERTIFICATIONS AND CITIZEN PARTICIPATION PLAN INCLUDED IN THE PROCEDURES SECTION OF THE TxCDBG PROGRAM APPLICATION GUIDE IF THE ASSISTANCE IS AWARDED.

Typed Name of the Applicant's Authorized Representative:	Title	Telephone Number	E-mail Address
Sydney Murphy	County Judge	+1 (936) 327-6813	sydney.murphy@co.polk.tx.us

Signature of the Applicant's Authorized Representative:	Date
	