

RESOLUTION

A RESOLUTION OF THE COMMISSIONER'S COURT OF THE COUNTY OF POLK, TEXAS, AUTHORIZING THE SUBMISSION OF A CDBG DISASTER RECOVERY PROGRAM GRANT APPLICATION TO THE TEXAS GENERAL LAND OFFICE COMMUNITY DEVELOPMENT AND REVITALIZATION (GLO-CDR) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY (CDBG-DR) FOR CDBG-MIT REGIONAL MITIGATION; 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 CDBG DISASTER RECOVERY PROGRAM.

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

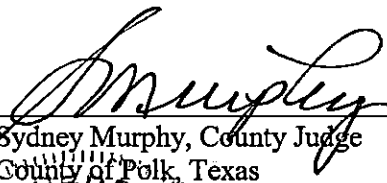
WHEREAS, certain conditions exist which represent a threat to the public health and safety; and

WHEREAS, it is necessary and in the best interests of the County of Polk, Texas to apply for funding under the Texas General Land Office CDBG Disaster Recovery Program;

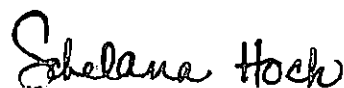
NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONER'S COURT OF THE COUNTY OF POLK, TEXAS:

1. THAT a CDBG Disaster Recovery Program Grant application for the CDBG-MIT Regional Mitigation Project is hereby authorized to be filed on behalf of the County with the Texas General Land Office.
2. THAT the County's application be placed in consideration for funding under the CDBG Disaster Recovery Program.
3. THAT the HUD MID application be for \$15,510,000.00 of grant funds, and the State MID application be for \$1,588,000.00 to provide for Water Improvements, Public Facilities, and Street Paving.
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 the application and the County's participation in the CDBG Disaster Recovery Program.
5. THAT 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.

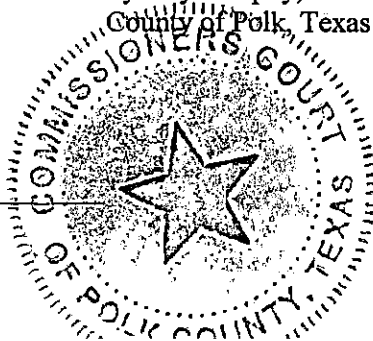
PASSED AND APPROVED this 25th day of October, 2022.


Sydney Murphy, County Judge
County of Polk, Texas

ATTEST:



Schelana Hock, County Clerk
County of Polk, Texas



**INTER-GOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF POLK
AND
LEGGETT WATER SUPPLY CORPORATION**

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 LEGGETT WATER SUPPLY CORPORATION whose address is 203 N Houston St Ave, Livingston, TX 77351 hereinafter referred to as "LWSC", is as follows:

WHEREAS, the County has been awarded an allocation through the TX GLO CDBG-MIT Regional Allocation Program from the Texas General Land Office in the amount of \$15,510,000 (HUD-MID) and \$1,588,000 (STATE-MID); and,

WHEREAS, the LWSC has agreed by Resolution to provide local matching funds as stated in the TX GLO CDBG-MIT Regional Allocation Program which is marked Exhibit "A", and attached hereto and incorporated herein for all purposes; along with the costs estimate from the Engineer; and,

WHEREAS, the contract will provide water system improvements; and,

WHEREAS, the County is desirous of working toward implementation of water system improvements in the target area in an orderly and responsible fashion; and,

WHEREAS, the County and LWSC 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 LWSC as well as the County as a result of the application by the County and the receipt of a contract award under the TX GLO CDBG-MIT Regional Allocation Program and in consideration of \$252,000.00 (25% of an estimated project cost of \$1,008,000.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

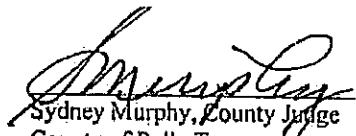
1. In the event the County should incur any costs at the request or under the direction of/or approved by the LWSC which is determined by the GLO to exceed actual or reasonable costs for performances rendered under said GLO Contract, the LWSC will be responsible and pay for any such costs on or before 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 LWSC all plans and specifications.

3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the LWSC 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 GLO Contract.
5. The LWSC will fully and satisfactorily perform all of its obligations under the terms of this contract.
6. The County shall submit LWSC such reports as are required under the GLO Contract. The LWSC shall timely provide the County with all information and documents in the possession of the LWSC necessary for such required reports of the County. Should the LWSC fail to timely furnish any such information or documents in the possession of the LWSC following timely request for same, should the County incur any expenses or damages whatsoever as a result of the LWSC failing to timely furnish such information necessary to comply with the reporting requirements of said GLO Contract then the LWSC 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 LWSC 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 GLO, 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 LWSC under this Contract.
8. In the event of the termination of the GLO CONTRACT for any grounds other than the negligence or intentional violation of the GLO CONTRACT by the County resulting in said termination, the LWSC 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 GLO CONTRACT to the County.
9. The County and/or the LWSC may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the GLO of the termination of said GLO 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 GLO Grant 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 GLO 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 LWSC. All said additional expenses not covered by the allocated grant funds shall be paid for by the LWSC.

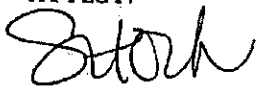
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said GLO CONTRACT and/or purchased or provided by the LWSC shall be conveyed in fee simple to the LWSC by the County upon completion of the grant contract. In consideration therefore, the LWSC 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 LWSC to accommodate and assist the citizens of the LWSC area by providing improved water service to the project target area 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 GLO CONTRACT if awarded by the TX GLO CDBG-MIT Regional Allocation Program, 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 25 day of October, 2022.


 Sydney Murphy, County Judge
 County of Polk, Texas

ATTEST:

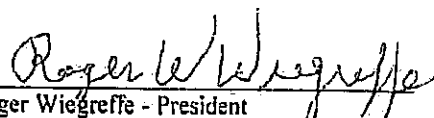


 Schelana Hock, County Clerk
 County of Polk, Texas

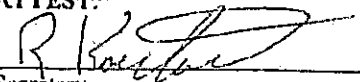
LEGGETT WATER SUPPLY CORPORATION

WITNESS OUR HANDS effective this 29 day of Sept, 2022.




 Roger Wiegreffe - President
 Leggett Water Supply Corporation

ATTEST:



 Secretary
 Leggett Water Supply Corporation

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF LEGGETT WATER SUPPLY CORPORATION OF POLK COUNTY, TEXAS AUTHORIZING POLK COUNTY TO INCLUDE A WATER IMPROVEMENTS PROJECT ON BEHALF OF THE LEGGETT WATER SUPPLY CORPORATION IN THE POLK COUNTY CDBG-MIT REGIONAL MITIGATION PROGRAM APPLICATION SUBMITTED TO THE TEXAS GENERAL LAND OFFICE AND AUTHORIZING THE PRESIDENT OF THE CORPORATION TO ACT AS THE CORPORATION'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CORPORATION'S PARTICIPATION WITH POLK COUNTY IN THE TX GLO CDBG-MIT REGIONAL ALLOCATION PROGRAM.

WHEREAS, Leggett Water Supply Corporation desires to develop a viable community, including decent housing and suitable living environment and expanding economic opportunities,

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

WHEREAS, it is necessary and in the best interests of the County of Polk, Texas to apply for funding under the TX GLO CDBG-MIT Regional Allocation Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LEGGETT WATER SUPPLY CORPORATION OF POLK COUNTY, TEXAS:

1. That a water system improvement project be included in the Polk County application for the TX GLO CDBG-MIT Regional Allocation Program to be filed by the County of Polk to the GLO.
2. That the County Assistance be for \$378,000.00 of grant funds to provide a water system improvements project, estimated to be \$504,000.00, with the Leggett Water Supply Corporation providing all local matching funds (a minimum of \$126,000.00 or 25% of the Construction and Engineering, that exceeds this grant assistance amount).
3. That the Board of Directors directs and designates the President as the Corporation's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the Corporation's participation with the Polk County in the TX GLO CDBG-MIT Regional Allocation Program.

PASSED AND APPROVED THIS 29 DAY OF Sept, 2022.



Roger W. Wiegreffe

 Roger Wiegreffe - President
 Leggett Water Supply Corporation

[Signature]

 Secretary
 Leggett Water Supply Corporation

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF LEGGETT WATER SUPPLY CORPORATION OF POLK COUNTY, TEXAS AUTHORIZING POLK COUNTY TO INCLUDE A WATER IMPROVEMENTS PROJECT ON BEHALF OF THE LEGGETT WATER SUPPLY CORPORATION IN THE POLK COUNTY CDBG-MIT REGIONAL MITIGATION PROGRAM APPLICATION SUBMITTED TO THE TEXAS GENERAL LAND OFFICE AND AUTHORIZING THE PRESIDENT OF THE CORPORATION TO ACT AS THE CORPORATION'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CORPORATION'S PARTICIPATION WITH POLK COUNTY IN THE TX GLO CDBG-MIT REGIONAL ALLOCATION PROGRAM.

WHEREAS, Leggett Water Supply Corporation desires to develop a viable community, including decent housing and suitable living environment and expanding economic opportunities,

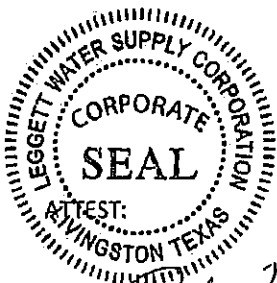
WHEREAS, certain conditions exist which represent a threat to the public health, safety, mitigation; and

WHEREAS, it is necessary and in the best interests of the County of Polk, Texas to apply for funding under the TX GLO CDBG-MIT Regional Allocation Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF LEGGETT WATER SUPPLY CORPORATION OF POLK COUNTY, TEXAS:

1. That a water system improvement project be included in the Polk County application for the TX GLO CDBG-MIT Regional Allocation Program to be filed by the County of Polk to the GLO.
2. That the County Assistance be for \$378,000.00 of grant funds to provide a water system improvements project, estimated to be \$504,000.00, with the Leggett Water Supply Corporation providing all local matching funds (a minimum of \$126,000.00 or 25% of the Construction and Engineering, that exceeds this grant assistance amount).
3. That the Board of Directors directs and designates the President as the Corporation's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the Corporation's participation with the Polk County in the TX GLO CDBG-MIT Regional Allocation Program.

PASSED AND APPROVED THIS 29 DAY OF Sept, 2022.



Roger W. Wiegreffe
 Roger Wiegreffe - President
 Leggett Water Supply Corporation

[Signature]
 Secretary
 Leggett Water Supply Corporation

**INTER-GOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF POLK
AND
SODA WATER SUPPLY CORPORATION**

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 SODA WATER SUPPLY CORPORATION whose address is 2120 U S Highway 190 W, Livingston, TX 77351 hereinafter referred to as "SWSC", is as follows:

WHEREAS, the County has been awarded an allocation through the TX GLO CDBG-MIT Regional Allocation Program from the Texas General Land Office in the amount of \$15,510,000 (HUD-MID) and \$1,588,000 (STATE-MID); and,

WHEREAS, the SWSC has agreed by Resolution to provide local matching funds as stated in the TX GLO CDBG-MIT Regional Allocation Program which is marked Exhibit "A", and attached hereto and incorporated herein for all purposes; along with the costs estimate from the Engineer; and,

WHEREAS, the contract will provide water system improvements; and,

WHEREAS, the County is desirous of working toward implementation of water system improvements in the target area in an orderly and responsible fashion; and,

WHEREAS, the County and SWSC 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 SWSC as well as the County as a result of the application by the County and the receipt of a contract award under the TX GLO CDBG-MIT Regional Allocation Program and in consideration of \$155,575.00 (25% of an estimated project cost of \$622,300.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

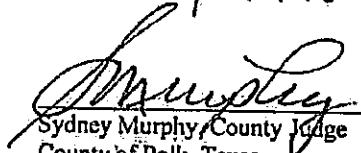
1. In the event the County should incur any costs at the request or under the direction of/or approved by the SWSC which is determined by the GLO to exceed actual or reasonable costs for performances rendered under said GLO Contract, the SWSC will be responsible and pay for any such costs on or before 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 SWSC all plans and specifications.

3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the SWSC 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 GLO Contract.
5. The SWSC will fully and satisfactorily perform all of its obligations under the terms of this contract.
6. The County shall submit SWSC such reports as are required under the GLO Contract. The SWSC shall timely provide the County with all information and documents in the possession of the SWSC necessary for such required reports of the County. Should the SWSC fail to timely furnish any such information or documents in the possession of the SWSC following timely request for same, should the County incur any expenses or damages whatsoever as a result of the SWSC failing to timely furnish such information necessary to comply with the reporting requirements of said GLO Contract then the SWSC 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 SWSC 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 GLO, 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 SWSC under this Contract.
8. In the event of the termination of the GLO CONTRACT for any grounds other than the negligence or intentional violation of the GLO CONTRACT by the County resulting in said termination, the SWSC 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 GLO CONTRACT to the County.
9. The County and/or the SWSC may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the GLO of the termination of said GLO 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 GLO Grant 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 GLO 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 SWSC. All said additional expenses not covered by the allocated grant funds shall be paid for by the SWSC.

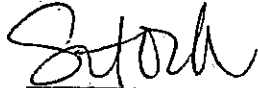
11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said GLO CONTRACT and/or purchased or provided by the SWSC shall be conveyed in fee simple to the SWSC by the County upon completion of the grant contract. In consideration therefore, the SWSC 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 SWSC to accommodate and assist the citizens of the SWSC area by providing improved water service to the project target area 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 GLO CONTRACT if awarded by the TX GLO CDBG-MIT Regional Allocation Program, 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 25 day of October, 2022.



Sydney Murphy, County Judge
County of Polk, Texas

ATTEST:


Schelana Hock, County Clerk
County of Polk, Texas

SODA WATER SUPPLY CORPORATION

WITNESS OUR HANDS effective this 6 day of October, 2022.


Walter Woods - President
Soda Water Supply Corporation

ATTEST:


Secretary
Soda Water Supply Corporation

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF SODA WATER SUPPLY CORPORATION OF POLK COUNTY, TEXAS AUTHORIZING POLK COUNTY TO INCLUDE A WATER IMPROVEMENTS PROJECT ON BEHALF OF THE SODA WATER SUPPLY CORPORATION IN THE POLK COUNTY CDBG-MIT REGIONAL MITIGATION PROGRAM APPLICATION SUBMITTED TO THE TEXAS GENERAL LAND OFFICE AND AUTHORIZING THE PRESIDENT OF THE CORPORATION TO ACT AS THE CORPORATION'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CORPORATION'S PARTICIPATION WITH POLK COUNTY IN THE TX GLO CDBG-MIT REGIONAL ALLOCATION PROGRAM.

WHEREAS, Soda Water Supply Corporation desires to develop a viable community, including decent housing and suitable living environment and expanding economic opportunities,

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

WHEREAS, it is necessary and in the best interests of the County of Polk, Texas to apply for funding under the TX GLO CDBG-MIT Regional Allocation Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SODA WATER SUPPLY CORPORATION OF POLK COUNTY, TEXAS:

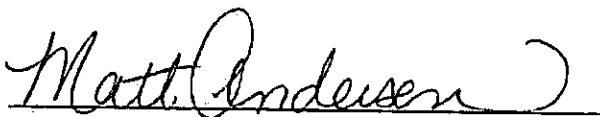
1. That a water system improvement project be included in the Polk County application for the TX GLO CDBG-MIT Regional Allocation Program to be filed by the County of Polk to the GLO.
2. That the County Assistance be for \$466,725.00 of grant funds to provide a water system improvements project, estimated to be \$622,300.00, with the Soda Water Supply Corporation providing all local matching funds (a minimum of \$155,575.00 or 25% of the Construction and Engineering, that exceeds this grant assistance amount).
3. That the Board of Directors directs and designates the President as the Corporation's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the Corporation's participation with the Polk County in the TX GLO CDBG-MIT Regional Allocation Program.

PASSED AND APPROVED THIS 6th DAY OF October, 2022.



Walter Woods - President
Soda Water Supply Corporation

ATTEST:



Secretary
Soda Water Supply Corporation

**INTER-GOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF POLK
AND
SHILOH RIDGE WATER SUPPLY CORPORATION**

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 SHILOH RIDGE WATER SUPPLY CORPORATION whose address is 113 Big Spur S, Livingston, TX 77351 hereinafter referred to as "SRWSC", is as follows:

WHEREAS, the County has been awarded an allocation through the TX GLO CDBG-MIT Regional Allocation Program from the Texas General Land Office in the amount of \$15,510,000 (HUD-MID) and \$1,588,000 (STATE-MID); and,

WHEREAS, the SRWSC has agreed by Resolution to provide local matching funds as stated in the TX GLO CDBG-MIT Regional Allocation Program which is marked Exhibit "A", and attached hereto and incorporated herein for all purposes; along with the costs estimate from the Engineer; and,

WHEREAS, the contract will provide water system improvements; and,

WHEREAS, the County is desirous of working toward implementation of water system improvements in the target area in an orderly and responsible fashion; and,

WHEREAS, the County and SRWSC 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 SRWSC as well as the County as a result of the application by the County and the receipt of a contract award under the TX GLO CDBG-MIT Regional Allocation Program and in consideration of \$55,343.75 (25% of an estimated project cost of \$221,375.00) 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 SRWSC which is determined by the GLO to exceed actual or reasonable costs for performances rendered under said GLO Contract, the SRWSC 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 SRWSC all plans and specifications.
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3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the SRWSC 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 GLO Contract.
5. The SRWSC will fully and satisfactorily perform all of its obligations under the terms of this contract.
6. The County shall submit SRWSC such reports as are required under the GLO Contract. The SRWSC shall timely provide the County with all information and documents in the possession of the SRWSC necessary for such required reports of the County. Should the SRWSC fail to timely furnish any such information or documents in the possession of the SRWSC following timely request for same, should the County incur any expenses or damages whatsoever as a result of the SRWSC failing to timely furnish such information necessary to comply with the reporting requirements of said GLO Contract then the SRWSC 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 SRWSC 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 GLO, 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 SRWSC under this Contract.
8. In the event of the termination of the GLO CONTRACT for any grounds other than the negligence or intentional violation of the GLO CONTRACT by the County resulting in said termination, the SRWSC 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 GLO CONTRACT to the County.
9. The County and/or the SRWSC may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the GLO of the termination of said GLO 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 GLO Grant 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 GLO 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 SRWSC. All said additional expenses not covered by the allocated grant funds shall be paid for by the SRWSC.

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF SHILOH RIDGE WATER SUPPLY CORPORATION OF POLK COUNTY, TEXAS AUTHORIZING POLK COUNTY TO INCLUDE A WATER IMPROVEMENTS PROJECT ON BEHALF OF THE SHILOH RIDGE WATER SUPPLY CORPORATION IN THE POLK COUNTY CDBG-MIT REGIONAL MITIGATION PROGRAM APPLICATION SUBMITTED TO THE TEXAS GENERAL LAND OFFICE AND AUTHORIZING THE PRESIDENT OF THE CORPORATION TO ACT AS THE CORPORATION'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CORPORATION'S PARTICIPATION WITH POLK COUNTY IN THE TX GLO CDBG-MIT REGIONAL ALLOCATION PROGRAM.

WHEREAS, Shiloh Ridge Water Supply Corporation desires to develop a viable community, including decent housing and suitable living environment and expanding economic opportunities,


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

WHEREAS, it is necessary and in the best interests of the County of Polk, Texas to apply for funding under the TX GLO CDBG-MIT Regional Allocation Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF SHILOH RIDGE WATER SUPPLY CORPORATION OF POLK COUNTY, TEXAS:

1. That a water system improvement project be included in the Polk County application for the TX GLO CDBG-MIT Regional Allocation Program to be filed by the County of Polk to the GLO.
2. That the County Assistance be for \$166,031.25. of grant funds to provide a water system improvements project, estimated to be \$221,375.00, with the Shiloh Ridge Water Supply Corporation providing all local matching funds (a minimum of \$55,343.75 or 25% of the Construction and Engineering, that exceeds this grant assistance amount).
3. That the Board of Directors directs and designates the President as the Corporation's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the Corporation's participation with the Polk County in the TX GLO CDBG-MIT Regional Allocation Program.

PASSED AND APPROVED THIS 28 DAY OF SEPTEMBER, 2022.



John Farthing - President
Shiloh Ridge Water Supply Corporation

ATTEST:



Secretary
Shiloh Ridge Water Supply Corporation

**INTER-GOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF POLK
AND
DALLARDSVILLE-SEGNO WATER SUPPLY CORPORATION**

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 DALLARDSVILLE-SEGNO WATER SUPPLY CORPORATION whose address is 2120 Hwy. 190 W, Livingston, Texas 77351 hereinafter referred to as "DSWS", is as follows:

WHEREAS, the County has been awarded an allocation through the TX GLO CDBG-MIT Regional Allocation Program from the Texas General Land Office in the amount of \$15,510,000 (HUD-MID) and \$1,588,000 (STATE-MID); and,

WHEREAS, the DSWS has agreed by Resolution to provide local matching funds as stated in the TX GLO CDBG-MIT Regional Allocation Program which is marked Exhibit "A", and attached hereto and incorporated herein for all purposes; along with the costs estimate from the Engineer; and,

WHEREAS, the contract will provide water system improvements; and,

WHEREAS, the County is desirous of working toward implementation of water system improvements in the target area in an orderly and responsible fashion; and,

WHEREAS, the County and DSWS 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 DSWS as well as the County as a result of the application by the County and the receipt of a contract award under the TX GLO CDBG-MIT Regional Allocation Program and in consideration of \$128,750.00 (25% of an estimated project cost of \$515,000.00) and other good and valuable considerations the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

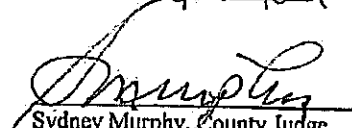
1. In the event the County should incur any costs at the request or under the direction of/or approved by the DSWS which is determined by the GLO to exceed actual or reasonable costs for performances rendered under said GLO Contract, the DSWS will be responsible and pay for any such costs on or before 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 DSWS all plans and specifications.

3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the DSWS 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 GLO Contract.
5. The DSWS will fully and satisfactorily perform all of its obligations under the terms of this contract.
6. The County shall submit DSWS such reports as are required under the GLO Contract. The DSWS shall timely provide the County with all information and documents in the possession of the DSWS necessary for such required reports of the County. Should the DSWS fail to timely furnish any such information or documents in the possession of the DSWS following timely request for same, should the County incur any expenses or damages whatsoever as a result of the DSWS failing to timely furnish such information necessary to comply with the reporting requirements of said GLO Contract then the DSWS 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 DSWS 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 GLO, 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 DSWS under this Contract.
8. In the event of the termination of the GLO CONTRACT for any grounds other than the negligence or intentional violation of the GLO CONTRACT by the County resulting in said termination, the DSWS 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 GLO CONTRACT to the County.
9. The County and/or the DSWS may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the GLO of the termination of said GLO 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 GLO Grant 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 GLO 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 DSWS. All said additional expenses not covered by the allocated grant funds shall be paid for by the DSWS.


11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said GLO CONTRACT and/or purchased or provided by the DSWS shall be conveyed in fee simple to the DSWS by the County upon completion of the grant contract. In consideration therefore, the DSWS 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 DSWS to accommodate and assist the citizens of the DSWS area by providing improved water service to the project target area 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 GLO CONTRACT if awarded by the TX GLO CDBG-MIT Regional Allocation Program, 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 25 day of October, 2022.

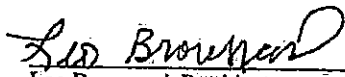

Sydney Murphy, County Judge
County of Polk, Texas

ATTEST:



Schelana Hock, County Clerk
County of Polk, Texas

DALLARDSVILLE-SEGNO WATER SUPPLY CORPORATION

WITNESS OUR HANDS effective this 3 day of October, 2022.


Leo Broussard, President
Dallardsville-Segno Water Supply Corporation

ATTEST:


Secretary
Dallardsville-Segno Water Supply Corporation

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF DALLARDSVILLE-SEGNO WATER SUPPLY CORPORATION OF POLK COUNTY, TEXAS AUTHORIZING POLK COUNTY TO INCLUDE A WATER IMPROVEMENTS PROJECT ON BEHALF OF THE DALLARDSVILLE-SEGNO WATER SUPPLY CORPORATION IN THE POLK COUNTY CDBG-MIT REGIONAL MITIGATION PROGRAM APPLICATION SUBMITTED TO THE TEXAS GENERAL LAND OFFICE AND AUTHORIZING THE PRESIDENT OF THE CORPORATION TO ACT AS THE CORPORATION'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CORPORATION'S PARTICIPATION WITH POLK COUNTY IN THE TX GLO CDBG-MIT REGIONAL ALLOCATION PROGRAM.

WHEREAS, Dallardsville-Segno Water Supply Corporation desires to develop a viable community, including decent housing and suitable living environment and expanding economic opportunities,


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

WHEREAS, It is necessary and in the best interests of the County of Polk, Texas to apply for funding under the TX GLO CDBG-MIT Regional Allocation Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DALLARDSVILLE-SEGNO WATER SUPPLY CORPORATION OF POLK COUNTY, TEXAS:

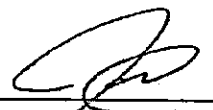
1. That a water system improvement project be included in the Polk County application for the TX GLO CDBG-MIT Regional Allocation Program to be filed by the County of Polk to the GLO.
2. That the County Assistance be for \$386,250.00 of grant funds to provide a water system improvements project, estimated to be \$515,000.00, with Dallardsville-Segno Water Supply Corporation providing all local matching funds (a minimum of \$128,750.00 or 25% of the Construction and Engineering, that exceeds this grant assistance amount).
3. That the Board of Directors directs and designates the President as the Corporation's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the Corporation's participation with the Polk County in the TX GLO CDBG-MIT Regional Allocation Program.

PASSED AND APPROVED THIS 3 DAY OF October, 2022.



Leo Broussard, President
Dallardsville-Segno Water Supply Corporation

ATTEST:


Secretary
Dallardsville-Segno Water Supply Corporation

**INTER-GOVERNMENTAL AGREEMENT
BETWEEN
COUNTY OF POLK
AND
DAMASCUS-STRYKER WATER SUPPLY CORPORATION**

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 DAMASCUS-STRYKER WATER SUPPLY CORPORATION whose address is P.O. BOX 660, CORRIGAN TX 75939 hereinafter referred to as "DSWSC", is as follows:

WHEREAS, the County has been awarded an allocation through the TX GLO CDBG-MIT Regional Allocation Program from the Texas General Land Office in the amount of \$15,510,000 (HUD-MID) and \$1,588,000 (STATE-MID); and,

WHEREAS, the DSWSC has agreed by Resolution to provide local matching funds as stated in the TX GLO CDBG-MIT Regional Allocation Program which is marked Exhibit "A", and attached hereto and incorporated herein for all purposes; along with the costs estimate from the Engineer; and,

WHEREAS, the contract will provide water system improvements; and,

WHEREAS, the County is desirous of working toward implementation of water system improvements in the target area in an orderly and responsible fashion; and,

WHEREAS, the County and DSWSC 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 DSWSC as well as the County as a result of the application by the County and the receipt of a contract award under the TX GLO CDBG-MIT Regional Allocation Program and in consideration of \$67,562.50 (25% of an estimated project cost of \$270,250.00) 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 DSWSC which is determined by the GLO to exceed actual or reasonable costs for performances rendered under said GLO Contract, the DSWSC 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.

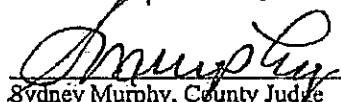
2. The Project Engineer shall coordinate with the County and DSWSC all plans and specifications.
3. Prior to the bidding process, the Project Engineer shall submit specifications to the County, Texas Commission on Environmental Quality and the DSWSC for approval.
4. The County shall fully and satisfactorily perform all of the conditions and obligations of the County as contractor under the terms of the GLO Contract.
5. The DSWSC will fully and satisfactorily perform all of its obligations under the terms of this contract.
6. The County shall submit DSWSC such reports as are required under the GLO Contract. The DSWSC shall timely provide the County with all information and documents in the possession of the DSWSC necessary for such required reports of the County. Should the DSWSC fail to timely furnish any such information or documents in the possession of the DSWSC following timely request for same, should the County incur any expenses or damages whatsoever as a result of the DSWSC failing to timely furnish such information necessary to comply with the reporting requirements of said GLO Contract then the DSWSC 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 DSWSC 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 GLO, 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 DSWSC under this Contract.
8. In the event of the termination of the GLO CONTRACT for any grounds other than the negligence or intentional violation of the GLO CONTRACT by the County resulting in said termination, the DSWSC 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 GLO CONTRACT to the County.
9. The County and/or the DSWSC may terminate this Contract in whole or in part at either of the following times: (1) Upon notification by the GLO of the termination of said GLO 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 GLO Grant 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 GLO 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 DSWSC. All said

additional expenses not covered by the allocated grant funds shall be paid for by the DSWSC:


11. The parties further agree that all land purchases and improvements placed thereon, and all water facility improvements acquired by funds from said GLO CONTRACT and/or purchased or provided by the DSWSC shall be conveyed in fee simple to the DSWSC by the County upon completion of the grant contract. In consideration therefore, the DSWSC 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 DSWSC to accommodate and assist the citizens of the DSWSC area by providing improved water service to the project target area 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 GLO CONTRACT if awarded by the TX GLO CDBG-MIT Regional Allocation Program, 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 25 day of October, 2022.

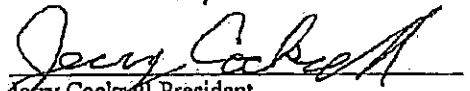

Sydney Murphy, County Judge
County of Polk, Texas

ATTEST:



Schelana Hock, County Clerk
County of Polk, Texas

DAMASCUS-STRYKER WATER SUPPLY CORPORATION

WITNESS OUR HANDS effective this 26th day of September, 2022.


Jerry Cockrell-President
Damascus-Stryker Water Supply Corporation

ATTEST:


Secretary
Damascus-Stryker Water Supply Corporation

RESOLUTION

A RESOLUTION OF THE BOARD OF DIRECTORS OF DAMASCUS-STRYKER WATER SUPPLY CORPORATION OF POLK COUNTY, TEXAS AUTHORIZING POLK COUNTY TO INCLUDE A WATER IMPROVEMENTS PROJECT ON BEHALF OF THE DAMASCUS-STRYKER WATER SUPPLY CORPORATION IN THE POLK COUNTY CDBG-MIT REGIONAL MITIGATION PROGRAM APPLICATION SUBMITTED TO THE TEXAS GENERAL LAND OFFICE AND AUTHORIZING THE PRESIDENT OF THE CORPORATION TO ACT AS THE CORPORATION'S EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE CORPORATION'S PARTICIPATION WITH POLK COUNTY IN THE TX GLO CDBG-MIT REGIONAL ALLOCATION PROGRAM.

WHEREAS, Damascus-Stryker Water Supply Corporation desires to develop a viable community, including decent housing and suitable living environment and expanding economic opportunities,

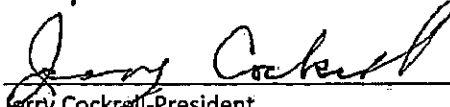
WHEREAS, certain conditions exist which represent a threat to the public health, safety, mitigation; and

WHEREAS, it is necessary and in the best interests of the County of Polk, Texas to apply for funding under the TX GLO CDBG-MIT Regional Allocation Program.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF DAMASCUS-STRYKER WATER SUPPLY CORPORATION OF POLK COUNTY, TEXAS:

1. That a water system improvement project be included in the Polk County application for the TX GLO CDBG-MIT Regional Allocation Program to be filed by the County of Polk to the GLO.
2. That the County Assistance be for \$202,687.50 of grant funds to provide a water system improvements project, estimated to be \$270,250.00, with Damascus-Stryker Water Supply Corporation providing all local matching funds (a minimum of \$67,562.50 or 25% of the Construction and Engineering, that exceeds this grant assistance amount).
3. That the Board of Directors directs and designates the President as the Corporation's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and the Corporation's participation with the Polk County in the TX GLO CDBG-MIT Regional Allocation Program.

PASSED AND APPROVED THIS 26th DAY OF September, 2022.



Jerry Cockrell-President
Damascus-Stryker Water Supply Corporation

ATTEST:



Secretary
Damascus-Stryker Water Supply Corporation

RESOLUTION

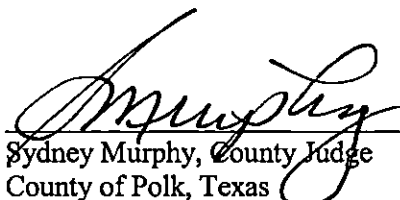
WHEREAS, the County of Polk, Texas is periodically awarded federal/state grant funds through the U. S. Department of Housing and Urban Development (HUD), Texas Community Development Block Grants (TxCDBG), and/or various other federal/state agencies; and

WHEREAS, the County wishes to comply with all applicable Financial Management and Procurement law, regulations, rules and guidelines of said federal/state grant funds;

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

1. The County of Polk hereby adopts 2 CFR 200, Subpart D, Sections 200.300 through 200.309 as its official Financial Management Policy as related to the use of federal funds; and
2. The County of Polk hereby adopts 2 CFR 200, Subpart D, Sections 200.317 through 200.327 as its official Procurement Policy as related to the use of federal funds; and
3. The County of Polk agrees to adhere to all guidelines as defined in 2 CFR 200, Subpart D, Sections 200.300 through 200.309, and Sections 200.317 through 200.327 attached hereto as Exhibit A.

PASSED AND APPROVED this 25th day of October, 2022.


Sydney Murphy, County Judge
County of Polk, Texas

ATTEST:



Schelana Hock, County Clerk
County of Polk, Texas

