

FILED FOR RECORD: 10-16- 1976 at 1:07 o'clock P M
DULY RECORDED: 12-2 1976 at 4:17 o'clock P M
INSTRUMENT NO. _____ GRACE BOSTICK, TYLER CO. CLK.
BY Grace Bostick DEPUTY

TYLER COUNTY COMMISSIONER'S COURT
SPECIAL MEETING
October 15, 1976
10:00 A. M.

The special meeting of the Commissioner's Court met on Friday, October 15, 1976 at 10:00 A. M. The meeting was opened with a prayer and all members present.

Commissioner Fowler made a motion to table the bids on machinery for further study. Commissioner Parks seconded this motion. Bids were received from George P. Bane, 2 from Mustang Tractor and Equipment, and 2 from Plains Machinery Company. All voted yes and none voted no.

Commissioner Best made a motion to table the bill from Gulf States for construction and take action on it Monday, October 18, 1976. All voted yes and none voted no.

Commissioner Parks made a motion to accept the proposal by Kirby to remove 1500 square feet of gravel from the D. M. McComb Survey Abstract 446. See attached copy. Commissioner Best seconded this motion. All voted yes and none voted no.

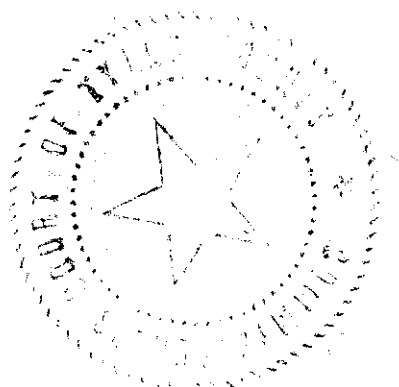
Commissioner Fowler made a motion to authorize Judge Allen Sturrock to sign the H.U.D. funding grant and send back the copies. Commissioner Best seconded this motion. All voted yes and none voted no.

Commissioner Parks made a motion to buy the rock pit (2.5 acres) in Rockland for \$11,000.00 to be paid out of Revenue Sharing, subject to the approval of the County Attorney. Commissioner Fowler seconded this motion. All voted yes and none no.

Commissioner Best made a motion to let the City of Woodville dig a dump pit at the Garbage Dump and remove the dirt out of the way. Commissioner Parks seconded this motion. All voted yes and none voted no.

There being no further business, the meeting was adjourned.

SIGNED: Allen Sturrock Allen Sturrock, County Judge
Joe I. Best Joe I. Best, Commissioner pct. #1
H. M. Parks H. M. Parks, Commissioner Pct. #2
Leon Fowler Leon Fowler, Commissioner Pct. #3
James R. Jordan James R. Jordan, Commissioner Pct. #4
ATTEST: Grace Bostick Grace Bostick, County Clerk





September 30, 1976

Honorable Judge **Allen Sturrock**
County Judge, **Tyler County**
Woodville, Texas

VOL 3 PG 396

Dear Sir:

We are in receipt of a request dated **August 6, 1976** from
Commissioner H. M. Parks of **Precinct 2** for permission to remove
common borrow from Kirby's property in the **D. B. McComb Survey, Abstract 446**
Tyler County, at the
location pointed out to our representative approximately as shown on the
attached sketch.

We hereby grant such permission subject to the following understanding:

1. The material removed hereunder will be used in maintenance of
County roads **Precinct No. 2.**

2. Removal will be confined to an area of approximately **0.25**
acre and total quantities removed will not exceed **1500**
cubic yards.

3. Timber within the pit site will be disposed of by **the County.**

4. Upon completion of the removals, the site will be left in
condition that it will drain freely and not hold water.

5. Removals will be completed on or prior to **December 31, 1976**
at which time we would appreciate receiving from you a statement
as to quantities actually removed.

6. The material being donated in this instance has an approximate
value of **\$1,500.00.**

7. In planning, maintaining, operating or abandoning the pit, we will
look to you to comply with all applicable provisions of law and
governmental regulations.

Page 2

Honorable Judge Allen Sturrock

September 30, 1976

You may enter and commence removals subject to the above conditions and your agreement to submit this letter to the next regular session of the Commissioners Court for its official acceptance and approval. If this correctly sets forth our understanding, please execute the duplicate copy of this letter and return to me.

Yours very truly,


George W. Stanley

Accepted and approved this 15th day of Oct, 1976.

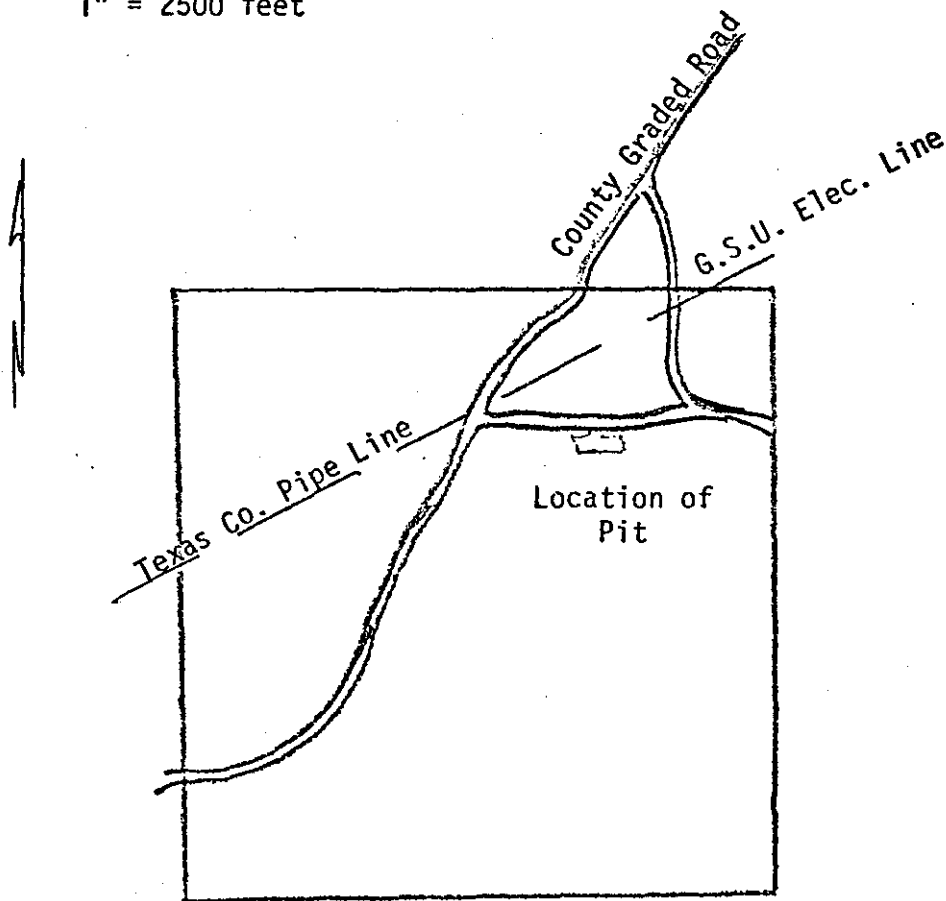

Allen Sturrock, County Judge, Tyler County

EXHIBIT "A"

Attached to Letter Agreement dated September 30, 1976, between Kirby Lumber Corporation and the County of Tyler, Texas, depicting the approximate location of proposed pit on Kirby's holdings as shown below.

D. B. McCOMB SURVEY
ABSTRACT 448
TYLER COUNTY, TEXAS

Scale:
1" = 2500 feet





VOL 3 PG 391

STATE OF TEXAS
OFFICE OF THE SECRETARY OF STATE
AUSTIN, TEXAS 78711

Mark W. White, Jr.
SECRETARY OF STATE

Bruce Hughes
ASST. SECRETARY OF STATE

To: Comptroller of Public Accounts
Commissioners Court and County Auditor of TYLER County

From: Secretary of State

In compliance with Article 3882, Texas Revised Civil Statutes,
you are advised that a commission has been issued to each of the officers
of TYLER County, Texas, listed below, pursuant to his
appointment to fill a vacancy in the office until the next General Election.

OFFICE	NAME OF OFFICER
<u>COUNTY CLERK</u>	<u>GRACE BOSTICK</u> Tyler County Courthouse Woodville, Texas 75979



STATE OF TEXAS
OFFICE OF THE SECRETARY OF STATE
AUSTIN, TEXAS 78711

Mark W. White, Jr.
SECRETARY OF STATE

Bruce Hughes
ASST. SECRETARY OF STATE

To: Comptroller of Public Accounts
Commissioners Court and County Auditor of TYLER County

From: Secretary of State

In compliance with Article 3882, Texas Revised Civil Statutes,
you are advised that a commission has been issued to each of the officers
of TYLER County, Texas, listed below, pursuant to his
appointment to fill a vacancy in the office until the next General Election.

OFFICE	NAME OF OFFICER
<u>COUNTY JUDGE</u>	<u>ALLEN STURROCK</u> TYLER COUNTY JUDGE 100 Courthouse Woodville, Texas 75979



STATE OF TEXAS
OFFICE OF THE SECRETARY OF STATE
AUSTIN, TEXAS 78711

Mark W. White, Jr.
SECRETARY OF STATE

Bruce Hughes
ASST. SECRETARY OF STATE

October 8, 1976

To: Comptroller of Public Accounts
Commissioners Court and County Auditor of TYLER County

From: Secretary of State

In compliance with Article 3882, Texas Revised Civil Statutes,
you are advised that a commission has been issued to each of the officers
of TYLER County, Texas, listed below, pursuant to his
appointment to fill a vacancy in the office until the next General Election.

OFFICE
COMMISSIONER, PRECINCT NO. 3

NAME OF OFFICER
LEON FOWLER

General Delivery
Colmesneil, Texas 75938

GULF STATES UTILITIES COMPANY

Beaumont, Texas

INVOICE NUMBER ARM 4388INVOICE DATE September 28, 1976

CUSTOMER REFERENCE NO. _____

J.O. 15-87400, 11-53099

W.O. 9911-08-68, 9911-10-89

Tyler County, Texas

VOL 3 PG 392AMOUNT \$ 4,318.95

DETACH AND RETURN WITH REMITTANCE

DESCRIPTION

U. S. Highway No. 69
Control No. 8020-1-25
Tyler County

Cost involved in construction estimates and right-of-way easements
due to proposed highway construction plans for U. S. Highway No. 69

Part I:

1. Gulf States Utilities Co. Labor (Attachment 1)	\$1,891.45
2. Transportation Expenses (Attachment 2)	153.50
3. R-O-W Expenses (Attachment 3)	679.25
4. Employee Expenses (Attachment 3)	36.93
5. Administrative, Engineering to Construction Costs	280.25
6. Total - Part I	<u>\$3,041.38</u>

Part II:

Lump Sum per Agreement reached between B. B. Jackson and James Skinner on memorandum dated January 29, 1976.	<u>\$1,277.57</u>
	<u>\$4,318.95</u>

This is a billing for the charges involved in construction estimates and right-of-way easements covered by this job on the above project. Records supporting this bill may be audited at 285 Liberty Avenue, Beaumont, Texas. Preliminary engineering began July 15, 1965.

DETAIL OF PAYROLL

<u>DATE</u>	<u>P/R</u> <u>NO.</u>	<u>EMP. NO.</u>	<u>NAME AND CLASSIFICATION</u>	<u>HOURS</u>	<u>AMOUNT</u>
Acct. E360 (9111-45-88)					
<u>Operating Payroll</u>					
3-19-66	44	1319	W. L. Simpson - Sr. Eng. Asst.	3	\$ 12.27
4-2-66	44	1319	W. L. Simpson - Sr. Eng. Asst.	2	7.95
4-2-66	44	4002	A. C. Martinez - Sr. Draftsman	12	47.42
4-16-66	44	5380	J. Farque, Jr. - Eng. Asst.	22	78.98
5-28-66	44	1319	W. L. Simpson - Sr. Eng. Asst.	11	47.24
6-11-66	44	1319	W. L. Simpson - Sr. Eng. Asst.	4	17.96
6-11-66	44	4490	J. B. Purkey - Eng. Asst.	24	94.28
9-3-66	41	6576	A. A. Dugas - Eng. Helper	6	15.15
9-3-66	41	6239	R. J. Gray - Eng. Helper	6	15.77
9-3-66	41	3115	A. J. Phillips - Sr. Eng. Asst.	6	23.28
10-29-66	44	5531	B. C. Edmiston - Sr. Steno	2	5.45
6-24-67	44	1319	W. L. Simpson - Sr. Eng. Asst.	29	118.37
7-8-67	44	6901	G. E. Osborn - Eng. Helper	12	35.96
<u>Confidential Payroll</u>					
4-30-66	12	0571	H. L. Berly - Supv. Land Rights	2	11.52
7-31-66	12	3923	B. E. Harland - ROW Man	10	46.32
8-31-66	12	3923	B. E. Harland - ROW Man	73	288.74
8-31-66	12	1286	L. P. Cammack, Jr. - Party Chief	6	25.72
8-31-66	12	0572	C. J. Bonura - Supv. Survey	2	9.02
9-30-66	12	3923	B. E. Harland - ROW Man	74	328.02
10-31-66	12	3923	B. E. Harland - ROW Man	48	210.08
11-30-66	12	3923	B. E. Harland - ROW Man	24	152.69
12-31-66	12	3923	B. E. Harland - ROW Man	38	195.52
1-31-67	12	3923	B. E. Harland - ROW Man	8	32.95
3-31-67	12	3923	B. E. Harland - ROW Man	3	12.26
Payroll Taxes					58.52
Total Payroll Job 15-87401					\$ 1,891.45

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DETAIL OF TRANSPORTATION COST

<u>DATE</u>	<u>DESCRIPTION</u>	<u>TRUCK NO.</u>	<u>CLASS</u>	<u>RATE</u>	<u>HOURS</u>	<u>AMOUNT</u>
Acct. E360 (9111-45-88)						
7-66	Passenger cars regular	1442	1	0.8155703	10	\$ 8.15
1-66	Passenger cars regular	P003	1	0.9449730	74	69.93
1-66	Trucks - Under 1 ton	1971	3	1.1339676	6	6.80
10-66	Passenger cars regular	P003	1	0.8216411	48	39.44
12-66	Passenger cars regular	1744	1	0.7678806	38	29.18
Total Transportation Job 15-87401						<u>\$ 153.50</u>

VOL 3 PG 395

Gulf States Utilities Company
ATTACHMENT # 3
Page 1 of 1

DETAIL OF VOUCHERS

<u>VOUCHER NO.</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
<u>R-O-W Expense</u>		
7-850-66	Notary Fee & Service	\$ 5.00
7-850-66	Easement	330.00
8-1219-66	Recording Fees	2.25
12-1001-66	Easement	170.00
12-1001-66	Recording Fees	2.00
5-1050-67	Easement	170.00
Total R-O-W Expense		<u>\$ 679.25</u>
<u>Employee Expense</u>		
8-401-66	B. Harland - Meal	\$ 1.15
9-479-66	B. Harland - Meal	1.25
9-479-66	B. Harland - Meal	1.45
9-479-66	B. Harland - Meal	1.48
10-228-66	Exp. - B. Harland	19.12
11-556-66	Exp. - B. Harland	6.80
12-170-66	Exp. - B. Harland	3.26
1-251-67	Exp. - B. Harland	2.42
Total Employee Expense		<u>\$ 36.93</u>

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
**FUNDING APPROVAL UNDER TITLE I OF THE HOUSING AND COMMUNITY
DEVELOPMENT ACT OF 1974 (Public Law 93-383)**

1. NAME OF APPLICANT <p align="center">Tyler County, Texas</p>	2. APPLICATION/GRANT NO. <p align="center">B-76-DN-48-0053</p>
3. APPLICANT'S ADDRESS (Include Street, City, County, State and Zip Code) 100 Courthouse Tyler County Woodville, Texas	4. DATE OF APPLICATION <p align="center">12-30-75</p>
	5. DATE OF HUD RECEIPT OF APPLICATION <p align="center">6-4-76</p>
	6. <input checked="" type="checkbox"/> Original Funding Approval <input type="checkbox"/> Amendment. Amendment No. _____

All section references below are to the Housing and Community Development Act of 1974, unless otherwise indicated.

7. CATEGORY OF COMMUNITY DEVELOPMENT BLOCK GRANT FOR THIS FUNDING ACTION
(Check only one)

a. Metropolitan Entitlement (Sec. 106)
b. Metropolitan Discretionary (Sec. 106)

(1) _____, SMSA, State of _____
(SMSA Name)

c. Non-Metropolitan Entitlement (Sec. 106)
d. Non-Metropolitan Discretionary (Sec. 106)
e. Secretary's Discretionary (Sec. 107)
f. Urgent Needs Fund (Sec. 103(b))

8. AMOUNT OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS APPROVED

a. Amount of CDBG Funds Currently Reserved for this Applicant. \$ 100,000

b. Amount of CDBG Funds Now Being Approved for this Applicant \$ 100,000

c. Amount of Reservation to be Cancelled (Line 8a minus 8b) \$ -0-

HUD ACCOUNTING USE ONLY

BATCH	TAC	PROGRAM	Y	A	REG	AREA	DOCUMENT NO	PROJECT NUMBER	- S	
	1 5 3 1 7 6						7 0 8 2			
1	4	9	12	13	14	16	18	23	30	35
CATEGORY	AMOUNT 1					EFFECTIVE DATE	F	AMOUNT 2		SCHEDULE NO.
38	41	45	50	54	60	61	65	70	74	79

9. DISTRIBUTION OF APPROVED COMMUNITY DEVELOPMENT BLOCK GRANT

a. Grant Amount Budgeted by Locality for Repayment of Urban Renewal Loans \$ _____

b. Grant Amount Reserved for Guarantee of Loans for Acquisition of Property (Sec. 108(b)) \$ _____

c. Grant Amount Deducted by HUD to Settle Outstanding Urban Renewal Loans
(Sec. 112(a)(1)) \$ _____

d. Sum of lines 9a, 9b, and 9c \$ _____

e. Amount of Approved CDBG Available for Disbursement (Line 8b minus 9d) \$ 100,000

Mustang

TRACTOR & EQUIPMENT COMPANY
7777 WASHINGTON • PHONE UN 4-4471 • P.O. BOX 1373
HOUSTON, TEXAS 77001

7990 EAST TEX FREEWAY
BEAUMONT, TEXAS

503 E. LUFKIN AVE.
LUFKIN, TEXAS

HIGHWAY 71 NORTH
EL CAMPO, TEXAS

QUOTATION

QUOTATION NO. S76 430

Tyler County

Page 2 Cont.

VOL 3 PG 403

DATE October 13, 1976

CUSTOMER INQ. NO.

QUOTATIONS ARE SUBJECT TO ACCEPTANCE WITHIN 30 DAYS
FROM DATE OF QUOTATION.

I M P O R T A N T; WHEN ORDERING PLEASE MENTION ABOVE
QUOTATION NUMBER AND DATE.

QUAN.	DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
	<p>We appreciate the opportunity of quoting you on your machine requirements and hope that we may be favored with your order.</p> <p>Sincerely,</p> <p>MUSTANG TRACTOR & EQUIPMENT CO.</p> <p><i>C. L. Grissom</i></p> <p>C. L. Grissom Area Manager</p> <p>CLGrissom</p> <p>lg</p>		

Mustang

TRACTOR & EQUIPMENT COMPANY
7777 WASHINGTON • PHONE UN 4-4471 • P.O. BOX 1373
HOUSTON, TEXAS 77001

7990 EAST TEX FREEWAY
BEAUMONT, TEXAS

503 E. LUFKIN AVE.
LUFKIN, TEXAS

HIGHWAY 71 NORTH
EL CAMPO, TEXAS

QUOTATION

QUOTATION NO. S76 429

Tyler County

DATE October 13, 1976

Page 2 Cont.

VOL 3 PG 405

CUSTOMER INQ. NO.

QUOTATIONS ARE SUBJECT TO ACCEPTANCE WITHIN 30 DAYS
FROM DATE OF QUOTATION.

**I M P O R T A N T ; W H E N O R D E R I N G P L E A S E M E N T I O N A B O V E
Q U O T A T I O N N U M B E R A N D D A T E .**

QUAN.	DESCRIPTION OF MATERIAL	UNIT PRICE	EXTENSION
	<p>We appreciate the opportunity of quoting you on your machine requirements and hope that we may be favored with your order.</p> <p style="text-align: center;">Sincerely,</p> <p style="text-align: center;">MUSTANG TRACTOR & EQUIPMENT CO.</p> <p style="text-align: center;"><i>C. L. Grissom</i></p> <p style="text-align: center;">C. L. Grissom Area Manager</p> <p>CLGrissom</p> <p>lg</p>		

ALTERNATE BID

Fiat-Allis FL-9 Loader which has been demonstrated for slightly over 100 hours (most of them in Tyler County). This machine is equipped as described in the original bid; and has new machine warranty.

Less trade-in of Allis-Chalmers HD6G Loader, S/N 20764

Net difference F.O.B. Tyler County . . . \$29,500.00

GEORGE P. BANE, INC.



T. D. Whitaker
Sales Manager

TDW:ci

ACCEPTED:



GEO. P. BANE, INC. / 220 N. GLENWOOD BLVD. / BOX 4299 / 214/597-6641 / TYLER, TEXAS 75701

October 11, 1976

Honorable County Judge
and Commissioners' Court
Tyler County
Woodville, Texas

Gentlemen:

We are pleased to submit our bid on your machinery requirements
for Precinct 3, as follows:

New Fiat-Allis FL-9 Crawler Loader as described
in the enclosed literature and:

Bucket Teeth;
Ripper changed from your trade-in to
new machine.

Less trade-in of Allis-Chalmers Model HD6G
Loader S/N 20764

Net Difference, F.O.B. Tyler County . . . \$31,965.00

The opportunity of bidding on your equipment needs is always
appreciated, and we hope to serve you in this instance.

Sincerely yours,

GEORGE P. BANE, INC.

T. D. Whitaker
Sales Manager

TDW:ci

ACCEPTED:

CONSTRUCTION EQUIPMENT

SALES . SERVICE . PARTS . RENTALS

10. AMOUNT OF SURPLUS URBAN RENEWAL FUNDS APPROVED AND BALANCE AVAILABLE (Sec. 112(b))

- a. Amount of Surplus U.R. Funds Reserved for this Applicant \$ _____
- b. Amount of Surplus U.R. Funds Now Being Approved \$ _____
- c. Balance of Surplus U.R. Funds Available for Future Use (Line 10a minus 10b) \$ _____

HUD ACCOUNTING USE ONLY

BATCH	TAC	PROGRAM	Y	A	REG	AREA	DOCUMENT NO.	PROJECT NUMBER	- S
1	153 176						7082		
4	9	12	13	14	16	18	23	30	35
CATEGORY	AMOUNT 1				EFFECTIVE DATE	F	AMOUNT 2		SCHEDULE NO.
38	41	45	50	54	60	61	65	70	74
									79

11. RECIPIENTS OF APPROVED GRANT AMOUNTS

IDENTIFICATION OF RECIPIENTS	APPROVED COMMUNITY DEVELOPMENT BLOCK GRANT	APPROVED SURPLUS URBAN RENEWAL FUNDS
(1)	(2)	(3)
a. Applicant Identified in Block No. 1	\$ 100,000	\$
b. Name and Address of Recipient Other Than Applicant <i>(Include Street, City, County, State and Zip Code)</i>	\$	\$
c. Total	\$ 100,000	\$

12. AMOUNT OF LOAN GUARANTEE NOW BEING APPROVED (Sec. 108(b))

\$ _____

13. RECIPIENT OF LOAN GUARANTEE

(Check only one)

- a. Applicant Identified in Block No. 1
- b. Recipient Other Than Applicant *(Name and Address)*

10. Complete only if surplus grant funds remained after the financial settlement of urban renewal and/or NDP project(s), and those funds have been reassigned to this Applicant. Reference: 24 CFR 570.801.
- Enter the amount of surplus U.R. funds reserved for this Applicant. Verify this amount with the Regional Accounting Division. On the first Funding Approval form in which this block is completed, enter the total amount of surplus U.R. funds reserved for this Applicant via Form HUD-718. On subsequent Funding Approval forms, whether original or amendment, enter the balance of surplus U.R. funds available for future use, as shown on line 10c of the previous Funding Approval form, plus any additional amount of surplus U.R. funds reserved for this Applicant via Form(s) HUD-718.
 - Enter the amount of surplus U.R. funds now being approved for use by this Applicant. This amount will be disbursed through the grant payment system being used for CDBG funds (e.g., letter of credit). If a letter of credit is being used to disburse CDBG funds, the same letter of credit will be used to disburse surplus U.R. funds.
 - Subtract the amount on line 10b from the amount on line 10a and enter the difference on this line.
11. a. Column (2). Enter the amount of CDBG funds now being approved for use by the Applicant identified in Block No. 1
Column (3). Enter the amount of surplus U.R. funds now being approved for use by the Applicant identified in Block No. 1.
- Complete only when there is a legal incapacity on the part of the Applicant identified in Block No. 1, concurred in by HUD, to contract for all of the approved grant assistance. Reference: 24 CFR 570.500.
Column (1). Enter the name and complete address (Street, City, County, State and Zip Code) of the recipient, other than the Applicant, of approved grant funds. Any grant recipient identified in this block must execute the grant agreement, authorized by this Funding Approval, as a party thereto.
Column (2). Enter the amount of CDBG funds now being approved for use by the recipient other than the Applicant.
Column (3). Enter the amount of surplus U.R. funds now being approved for use by the recipient other than the Applicant.
 - Complete only when line 11b is completed.
Column (2). Enter the sum of lines 11a(2) and 11b(2). The total must equal the amount shown on line 8b.
Column (3). Enter the sum of lines 11a(3) and 11b(3). The total must equal the amount shown on line 10b.
12. Enter the amount shown on line 6 of Item F of approved HUD-7015.6, Application for Community Development Loan Guarantee, if applicable.
13. Check the appropriate box. Check 13b only when there is a legal incapacity on the part of the Applicant identified in Block No. 1, concurred in by HUD, to contract for the approved loan guarantee assistance. Reference: 24 CFR 570.700. Enter the name and complete address (Street, City, County, State and Zip Code) of the loan guarantee recipient. Any loan guarantee recipient identified in this block must execute the grant agreement, authorized by this Funding Approval, as a party thereto.

14-20. Complete applicable sections.

Acceptance Provisions. Transmit to the recipient either the Acceptance Provisions (for a single recipient) or the Alternate Acceptance Provisions (for multiple recipients), as applicable.

14. Waiver of Certain Application Requirements for Section 106 Grants

- The application requirements of Sec. 104(a)(1), (2) and (3) are
1 waived pursuant to Sec. 104(b)(3), except as indicated below:

N/A

15. Determination Regarding Particularly Urgent Needs to be Met by Proposed Activities

- HUD has determined that the activities described in the application
1 as supporting community development needs having a particular
urgency, as specifically described in the application, are designed
to meet such needs.

16. Environmental Review Actions

- (a) The Applicant lacks legal capacity to assume environmental
1 responsibilities under Sec. 104(h). HUD has prepared and
circulated a final Environmental Impact Statement on the
application.
- (b) The Applicant has legal capacity to assume environmental
2 responsibilities under Sec. 104(h) and has submitted requests
for release of funds and certifications approved by HUD under
Sec. 104(h)(2) for all projects except those listed under
Item 17(a) hereof and the following exempt activities:

None

17. Conditional Approvals on Use of Funds

The obligation or utilization of funds for the activities shown below, except for the reasonable administrative costs related to the planning and execution of the projects listed in subsection (a), is prohibited without the further express written authorization of HUD.

- (a) Projects requiring HUD environmental approval under Sec. 104(h)(2):

Street Pavement
Contingency

- (b) Sec. 105(a)(8) public services determined necessary or appropriate for which other Federal assistance may be available:

N/A

- (c) Sec. 105(a)(2) flood or drainage facilities for which other Federal assistance may be available:

N/A

- (d) Any activities within the preceding categories which will be undertaken as a result of program amendments, or as unspecified local option activities.
- (e) Activities affected by failure to comply with applicable HUD regulations or law: (The specific regulation or law with respect to each activity listed, and the corrective actions required to remove the conditional approval, are cited as Special Conditions in Item 20.)

18. Ineligible Activities Reducing Section 106 Grant Entitlement

- Application for funding of the following proposed activities, determined by HUD to be ineligible under Title I of the Act, is disapproved and the Applicant's Sec. 106 grant entitlement has been reduced in the amount shown below:

<u>Proposed Activity</u>	<u>Amount</u>
--------------------------	---------------

None
Total:

19. Grant or Loan Guarantee Recipient Other than Applicant

- The grant and/or loan guarantee approved for any recipient other than the Applicant, as shown in Items 11.b. and/or 13.b., is for the following projects or activities:

<u>Name of Recipient</u>	<u>Project or Activity</u>	<u>Amount</u>
--------------------------	----------------------------	---------------

N/A

20. Special Conditions and Modifications of Grant Agreement

"This funding approval is effective for a program year beginning
OCT 8 1976 ."

- Check if continued on extra sheet and attach.

The funding approval indicated above for utilization of the assistance provided thereunder in accordance with the approved application, subject to the requirements of Title I of the Housing and Community Development Act of 1974 (P.L. 93-383) and the Department of Housing and Urban Development's rules and regulations, and the execution of a Grant Agreement in accordance therewith, is hereby authorized for the program year beginning on OCT 8 1976.

Date: OCT 8 1976

Secretary of Housing and Urban Development

By: *John R. Whelan*
(Signature)

Area Director
(Title)

Date Applicant notified that funding has been authorized: OCT 8 1976

U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

GRANT AGREEMENT

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

Upon execution of the Acceptance Provisions of this Grant Agreement, the Department of Housing and Urban Development (HUD) agrees to provide to the Grantee the Federal assistance under Title I of the Housing and Community Development Act of 1974 (P.L. 93-383) authorized by the Funding Approval identified therein, subject to the terms and conditions of this Grant Agreement, applicable law, regulations and all other requirements of HUD now or hereafter in effect. The Grant Agreement is effective with respect to such assistance as of the date the acceptance is executed and consists of each Funding Approval and acceptance hereto attached, together with the HUD approved application specified therein, including any Assurances, certifications, maps, schedules or other submissions made with respect thereto, the HUD Community Development Block Grant Regulations at 24 CFR Part 570 and the following General Terms and Conditions:

1. Definitions: Except to the extent modified or supplemented by the Grant Agreement, any term defined in Title I of the Housing and Community Development Act of 1974 or the HUD Community Development Block Grant Regulations at 24 CFR Part 570, shall have the same meaning when used herein.

(a) Agreement means this Grant Agreement, as described above and any amendments or supplements thereto.

(b) Applicant means the entity designated as such in the Funding Approval.

(c) Grantee means each entity designated as a recipient for grant or loan guarantee assistance in the Funding Approval and signing the acceptance provisions as Grantee under the Agreement.

(d) Assurances, when capitalized, means the certifications and assurances submitted with grant applications pursuant to the requirements of 24 CFR Part 570.

(e) Assistance provided under this Agreement means the grants and any loans secured by loan guarantees provided under this Agreement.

(f) Program means the community development program, project, or other activities, including the administration thereof, with respect to which assistance is being provided under this Agreement.

2. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities:

This Agreement is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968 (12 USC 1701u), as amended, the HUD regulations issued pursuant thereto at 24 CFR Part 135, and any applicable rules and orders of HUD issued thereunder prior to the HUD authorization of the Funding Approval.

The Grantee shall cause or require to be inserted in full in all contracts and subcontracts for work financed in whole or in part with assistance provided under this Agreement, the section 3 clause set forth in 24 CFR 135.20(b).

The Grantee shall provide such copies of 24 CFR Part 135 as may be necessary for the information of parties to contracts required to contain the section 3 clause.

3. Flood Disaster Protection:

This Agreement is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under section 3(a) of said Act, for use in an area identified by the Secretary as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to section 201(d) of said Act; and the use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of section 102(a) of said Act.

Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain, if such land is located in an area

identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under section 102(a) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

4. Equal Employment Opportunity:

(a) Activities and contracts not subject to Executive Order 11246, as amended. In carrying out the program, the Grantee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Grantee shall take affirmative action to insure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee shall

post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this nondiscrimination clause. The Grantee shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin. The Grantee shall incorporate the foregoing requirements of this paragraph (a) in all of its contracts for program work, except contracts governed by paragraph (b) of this section, and will require all of its contractors for such work to incorporate such requirements in all subcontracts for program work.

(b) Contracts subject to Executive Order 11246, as amended. Such contracts shall be subject to HUD Equal Employment Opportunity regulations at 24 CFR Part 130 applicable to HUD assisted construction contracts.

The Grantee shall cause or require to be inserted in full in any nonexempt contract and subcontract for construction work, or modification thereof, as defined in said regulations, which is paid for in whole or in part with assistance provided under this Agreement, the following equal opportunity clause:

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure

that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

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

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

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and

relevant orders of the Secretary of Labor.

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

(6) In the event of the contractor's noncompliance with the non-discrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contract procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 25, 1965, so that such provisions will be binding upon each subcontractor or vendor. The

contractor will take such action with respect to any subcontract or purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

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

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

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

5. Lead-Based Paint Hazards:

The construction or rehabilitation of residential structures with assistance provided under this Agreement is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. Any grants or loans made by the Grantee for the rehabilitation of residential structures with assistance provided under this Agreement shall be made subject to the

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provisions for the elimination of lead-base paint hazards under subpart B of said regulations, and the Grantee shall be responsible for the inspections and certifications required under section 35.14(f) thereof.

6. Compliance with Air and Water Acts:

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.

In compliance with said regulations, the Grantee shall cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Agreement, the following requirements:

(1) A stipulation by the contractor of subcontractors that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.

(2) Agreement by the contractor to comply with all the requirements of section 114 of the Clean Air Act, as amended, (42USC 1857c-8) and section 308 of the Federal Water Pollution Control Act, as amended, (33USC 1318) relating to inspection, monitoring, entry, reports, and information,

ment, shall comply with HUD requirements pertaining to such contracts and the applicable requirements of the regulations of the Department of Labor under 29 CFR Parts 3, 5 and 5a, governing the payment of wages and the ratio of apprentices and trainees to journeymen:

Provided, that if wage rates higher than those required under such regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher rates. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of 29 CFR 5.5 and, for such contracts in excess of \$10,000, 29 CFR 5a.3.

No award of the contracts covered under this section of the Agreement shall be made to any contractor who is at the time ineligible under the provisions of any applicable regulations of the Department of Labor to receive an award of such contract.

8. Nondiscrimination Under Title VI of the Civil Rights Act of 1964

This Agreement is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and HUD regulations with respect thereto including the regulations under 24 CFR Part 1. In the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for

as well as all other requirements specified in said section 114 and section 308, and all regulations and guidelines issued thereunder.

(3) A stipulation that as a condition for the award of the contract prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

(4) Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraph (1) through (4) of this section in every nonexempt subcontract and requiring that the contractor will take such action as the Government may direct as a means of enforcing such provisions.

In no event shall any amount of the assistance provided under this Agreement be utilized with respect to a facility which has given rise to a conviction under section 113(c)(1) of the Clean Air Act or section 309(c) of the Federal Water Pollution Control Act.

7. Federal Labor Standards Provisions:

Except with respect to the rehabilitation of residential property designed for residential use for less than eight families, the Grantee and all contractors engaged under contracts in excess of \$2,000 for the construction, prosecution, completion or repair of any building or work financed in whole or in part with assistance provided under this Agree-

such transfer, prohibiting discrimination upon the basis of race, color, religion, sex, or national origin, in the sale, lease or rental, or in the use or occupancy of such land or any improvements erected or to be erected thereon, and providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenant. The Grantee, in undertaking its obligation in carrying out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant and will not itself so discriminate.

9. Obligations of Grantee with Respect to Certain Third Party Relationships:

The Grantee shall remain fully obligated under the provisions of the Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the program with respect to which assistance is being provided under this Agreement to the Grantee. Any Grantee which is not the Applicant, shall comply with all lawful requirements of the Applicant necessary to insure that the program with respect to which assistance is being provided under this Agreement to the Grantee is carried out in accordance with the Applicant's Assurances and certifications, including those with respect to the assumption of environmental responsibilities of the Applicant under section 104(h) of the Housing and Community Development Act of 1974.

10. Interest of Certain Federal Officials:

No member of or Delegate to the Congress of the United States, and no Resident Commissioner, shall be admitted to any share or part of

this Agreement or to any benefit to arise from the same.

11. Interest of Members, Officers, or Employees of Grantee,
Members of Local Governing Body, or Other Public Officials:

No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement. The Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section.

12. Prohibition Against Payments of Bonus or Commission:

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of obtaining HUD approval of the application for such assistance, or HUD approval of applications for additional assistance, or any other approval or concurrence of HUD required under this Agreement, Title I of the Housing and Community Development Act of 1974 or HUD regulations with respect thereto; provided, however, that reasonable fees or bona fide technical,

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consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.