

16,893

# Texas Water Development Board

P.O. Box 13231, 1700 N. Congress Ave.  
Austin, TX 78711-3231, [www.twdb.texas.gov](http://www.twdb.texas.gov)  
Phone (512) 463-7847, Fax (512) 475-2053

July 8, 2021

Brian Toole, Director of County Development  
Hunt County  
2507 Lee St.  
Greenville, TX 75401

FILED FOR RECORD  
at 1:30 o'clock P M

JUL 27 2021

JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX

Re: Hunt County  
Countywide Drainage Study  
TWDB Project No. 40027 Closing Requirements  
Flood Infrastructure Fund Grant Commitment

Dear Mr. Toole:

Thank you for utilizing the Texas Water Development Board (TWDB) financial assistance programs. On April 22, 2021, TWDB approved the County's financial assistance request. The news release is located at: <https://texaswaternewsroom.org/pressreleases/index.html>. The financial assistance commitment expires on October 31, 2021.

The grant will be effective with the execution of a Grant Agreement, which should include any special conditions listed in the Project Funding Request approved by the Board (attached). Using the outline provided below, please create a schedule for closing the grant and receiving funds. Deadlines are listed in business days.

Please provide to your TWDB project manager the dates for your execution of the agreement and preferred closing date. If you would like to schedule a closing conference call to go over the process, you may contact the TWDB project manager or myself. Required closing documents and TWDB team contact information are listed on the next page.

Documentation or Event	Deadline (business days)	Due To
1. Comments on the draft Grant Agreement	20 business days prior to borrower execution date	TWDB Project Manager and Attorney
2. Budget for the release of funds at closing *	18 business days prior to closing date	TWDB Project Manager
3. Escrow Release Authorization	13 business days prior to closing date	Grant Recipient
4. Grant Agreement Executed	10 business days prior to execution date	TWDB Project Manager
5. Final closing documents (see below)	8 days prior to closing date	TWDB Project Manager
<b>6. Closing</b>		

*\*If required, a template for an outlay report and instructions will be provided by TWDB staff*

## Our Mission

Leading the state's efforts in ensuring a secure water future for Texas and its citizens

## Board Members

Brooke T. Paup, Chairwoman | Kathleen Jackson, Board Member

Jeff Walker, Executive Administrator

**Required final closing documents:**

- Closing Instructions
  - Closing instruction memorandum
  - TWDB Vendor Set-up or Direct Deposit Form
  - Request to Wire Letter
- Executed Escrow Agreement
- Executed Grant Agreement
- Authorized Representative Agreement Execution Resolution
- Approved Outlay Report
- Sufficiency of Funds Statement

Release of funds requires the submittal of an outlay report. You may submit a request for release of funds via a completed outlay report prior to closing, however the initial release of funds will be delivered no earlier than seven (7) days after closing. Instructions on submitting an outlay can be found at <http://www.twdb.texas.gov/financial/outlay/index.asp>.

**Attachments:**

- A. TWDB Vendor Set-up & Direct Deposit Form
- B. Request to Wire Letter – for wires only
- C. Escrow Agreement Template
- D. Agreement Execution Resolution (TWDB-0169)

Our team looks forward to working with you to make this a successful project. Please include the project number listed above when sending correspondence related to this project. If you have any questions or seek additional information, you may contact any of the team members or me at [james.bronikowski@twdb.texas.gov](mailto:james.bronikowski@twdb.texas.gov) or 512-475-0145. Team members contact information:

Anita Machiavello, Project Manager, 512-463-5158  
Breann Hunter, Attorney, 512-463-8510

Sincerely,

  
James Bronikowski, P.E., CFM  
Manager, Regional Flood Planning

JB/AG  
Enclosure

cc via email: Reem Zoun, P.E., CFM, Director, Flood Planning  
David Rivera, PhD, PE, CFM, Project Manager – Freese & Nichols, Inc.

# Texas Water Development Board

## PROJECT FUNDING REQUEST

**BOARD DATE:** April 22, 2021

**PRESENTED BY:** James Bronikowski

### ACTION REQUESTED

Consider approving selected applications and authorizing the Executive Administrator to negotiate and execute contracts for grant funding from the 2020 Flood Infrastructure Fund cycle in an amount not to exceed \$12,106,640 for watershed flood protection planning projects and authorizing the transfer of \$12,106,640 from the Flood Infrastructure Fund to the Research and Planning Fund as authorized by Texas Water Code Section 15.534(a)(8).

### STAFF RECOMMENDATION

Approve       No Action

### BACKGROUND

Passed by the 86th Texas Legislature and approved by voters through a constitutional amendment, the Flood Infrastructure Fund (FIF) was created to provide funding for flood mitigation projects. The purpose of the FIF, as outlined in Senate Bill 7 is to assist in financing drainage, flood mitigation, and flood control projects. FIF projects presented for consideration have been scored and ranked using prioritization criteria outlined in 31 Texas Administrative Code Section 363.404 and further specified in the Flood Intended Use Plan. The prioritized list of projects was approved by the Board on September 17, 2020.

### KEY ISSUES

The selected projects represent those eligible under Category 1 of the 2020 Flood Intended Use Plan. This category of funding was designed to support studies that conduct planning of entire watersheds no smaller than Hydrologic Unit Code 10-digit (HUC-10) to better inform the development of strategies using structural and nonstructural measures before a flood event, such as determining and describing problems from or related to flooding, identifying and planning solutions to flooding problems, and estimating the benefits and costs of these solutions. Category 1 projects are eligible to receive a maximum of 100% grant funds based on criteria outlined in the Flood Intended Use Plan. Recipients of financial assistance may either use their own funds or borrow FIF funds at 0% interest for any portion of the remaining project cost.

The ten applicants listed in Table 1 have submitted complete financial assistance applications and are eligible to receive grant funding through the FIF for a portion of their total project cost. Applicants have pledged to contribute local funds to provide the remaining project costs and no federal funds has been identified as a source by the applicants. Table 1 provides a summary of funding sources for these ten studies, and application summaries are attached.

**COMMITMENT PERIOD:** SIX (6) MONTHS TO EXPIRE OCTOBER 22, 2021; however, the Executive Administrator may, at his discretion, grant up to one extension for a maximum of three months.

**Table 1 Summary of FIF category 1 grant applications included in this project funding request**

<b>Applicant name</b>	<b>Project Name</b>	<b>Project #</b>	<b>Eligible grant (%)</b>	<b>Local Share (\$)</b>	<b>In-Kind Services (\$)</b>	<b>FIF grant (\$)</b>	<b>Total project cost (\$)</b>
Alice	Master Drainage Planning Study	40005	90%	\$24,150		\$217,350	\$241,500
Houston	Houston Stormwater Master Plan	40074	75%	\$1,312,500		\$3,937,500	\$5,250,000
Hunt County	Countywide Drainage Study	40027	75%	\$63,750		\$191,250	\$255,000
Kaufman County	Countywide Drainage Study	40028	75%	\$56,000	\$4,000	\$180,000	\$240,000
Lubbock	Flood Protection Planning for Watersheds	40065	75%	\$187,500		\$562,500	\$750,000
New Braunfels	Drainage Area Master Plan – Future Phases	40085	75%	\$329,638		\$777,143	\$1,106,781
Orange County Drainage District	Sabine River Relief Ditch Extension & Expansion	40019	75%	\$371,181	\$128,819	\$1,500,000	\$2,000,000
Sabine River Authority	Flood Protection Planning for Watersheds – Lower Sabine Basin	40045	75%	\$638,016		\$1,914,047	\$2,552,063
Travis County	Master Flood Plan Phase 1	40133	75%	\$591,250		\$1,773,750	\$2,365,000
Trinity River Authority	Trinity River Mid-Basin Watershed Study Phase 2	40010	90%	\$117,000		\$1,053,000	\$1,170,000
<b>Total</b>				<b>\$3,690,985</b>	<b>\$132,819</b>	<b>\$12,106,640</b>	<b>\$15,930,444</b>

The projects recommended for approval meet all minimum requirements found in the 2020 Flood Intended Use Plan:

- (1) all activities are considered “flood control planning” as defined in Texas Water Code Section 15.405;
- (2) the application does not include the actual preparation of a Federal Emergency Management Agency Flood Insurance Rate Maps;
- (1) the funding request does not include redundant funding;
- (2) that the application demonstrates a sufficient level of cooperation among eligible political subdivisions and includes all of the eligible political subdivisions substantially affected by the Project;
- (3) the area to be served by the Project meets the requirements of the Flood Intended Use Plan related to the National Flood Insurance Program;
- (4) the project was developed using the best/most recent available data;

The selected projects recommended for approval meet the statutory and rule requirements found in Texas Water Code Chapter 15 Subchapter F and 31 Texas Administrative Code Chapter 355, including:

- (1) that the financial assistance is necessary for the applicants to carry out adequate flood control planning; and
- (2) that the applicant has notified all required entities of the application.

Attachment: Application Summaries with Maps

## HUNT COUNTY

**PROJECT NAME** Countywide Drainage Study: Project #40027

### **PROJECT NEED AND DESCRIPTION**

#### *Project Need*

Hunt County (County) has been experiencing rapid development over past decade and growth expected to continue. The County has several areas of flooding without any hydrologic or hydraulic modeling available to determine drainage infrastructure needs. Risk of flooding is widespread and approximately 1,494 structures are within the 100-yr floodplain. Flooding issues impact critical road infrastructure and the Wolfe City Reservoir dam is classified as a high hazard dam which needs to be evaluated.

#### *Project Description*

The County is requesting financial assistance to complete hydrologic and hydraulic modeling of the project areas, create the first ever countywide drainage study, and perform a dam assessment of the Wolf City Reservoir.

The study is anticipated to occur in four main technical phases intertwined with extensive public outreach efforts throughout the project to maintain community engagement. The proposed study will include screening level and targeted hydrologic and hydraulic modeling for all HUC-10 watersheds within the county used to develop a capital improvement plan (CIP). A dam assessment will be performed to address deteriorating condition of the Wolfe City Reservoir.

The dam assessment will include:

- Physical inspection,
- Hydrologic capacity evaluation, and
- Creation of conceptual level alternatives to improve the hydrologic capacity of the dam. These alternatives will be evaluated with other CIP projects previously described to determine their relative prioritization.

The proposed study area includes 882 square miles and 320 stream miles (all of Hunt County) and the total length of the project service area is 1,692 miles. The proposed project will include four full HUC-10s: 1201000101, 1201000102, 1201000103, 1201000104 and four partial HUC-10s: 1114030101, 1114030102, 1201000301, 1203010601. Flow hydrographs will be developed for standard design storms including the 2, 10, 50, and 100-year events (24-hr duration) for existing and ultimate 100-yr development conditions. Structures at risk of flooding and overtopped roadway crossings will be identified and tabulated for each design storm. All hydrologic and hydraulic analyses will be performed using best available data including LiDAR, topographic maps, zoning maps, storm drain system mapping, roadway, future land use, and aerial imagery, previous studies, and hydrologic and hydraulic models from partnering entities.

Key elements of the project are:

- Collect the best and most recent available data in the study area,
- Perform a screening assessment of the entire study area to determine the critical flood hazard areas that require detailed study. The screening assessment will be done using a county wide two-dimensional "rain-on-mesh" model to perform high-

level planning and analysis, coupled with local knowledge from our partnering entities to provide a full picture of flood prone areas.

- Perform targeted hydrologic and hydraulic analyses to define existing conditions for each of the critical flood hazard areas.
- Develop CIP project alternatives to address flooding concerns. Score and rank resulting CIP projects in collaboration with partnering entities. Identify likely funding sources.
- Conduct a full dam assessment that will address the deteriorating condition of the Wolfe City Reservoir.

**Project Deliverables:**

- Develop the first countywide drainage study for Hunt County,
- Identify critical flood hazard areas with a targeted hydraulic analysis will follow to define solution alternatives for critical flood areas.
- Create a capital improvement project list that will be prioritized based on ranking criteria that will reflect the flood protection needs of the entire County, inclusive of its individual watersheds.

**PROPOSED PROJECT FUNDING**

<b>Total study cost</b>	<b>\$ 255,000</b>
Amount requested from FIF	\$ 191,250
Local contribution	\$ 63,750
Local in-kind	\$0
Federal funding	\$0

**PROJECT SCHEDULE**

<b>Task</b>	<b>Schedule Date</b>
Closing	July 30, 2021
Flood planning study completion (End of planning phase)	March 30, 2022

**FINANCIAL**

The funding being provided by the TWDB is in the form of 100 percent grant and therefore is not subject to our internal risk score analysis that is applied to loans. For this request, staff reviewed the County annual audit and funding application information to assess the entity's ability to manage existing obligations and business practices. Based on this analysis, staff believes the County has adequate capabilities to manage its obligations.

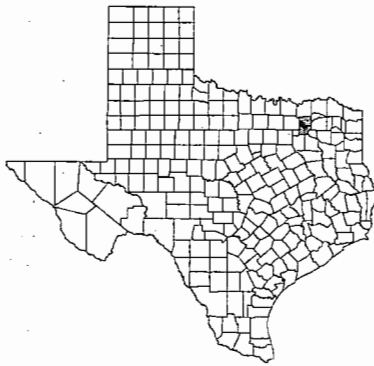
**SPECIAL CONDITIONS**

- Prior to closing, the County shall execute a Grant Agreement in a form and substance acceptable to the Executive Administrator;
- Prior to closing, the County must demonstrate its required local share of \$63,750 which may be provided through in-kind services with prior approval by the Executive Administrator;
- Prior to closing, when any portion of financial assistance is to be held in escrow or in trust, the County shall execute an escrow agreement or trust agreement, approved as to form and substance by the Executive Administrator, and shall submit that executed agreement to the TWDB; and

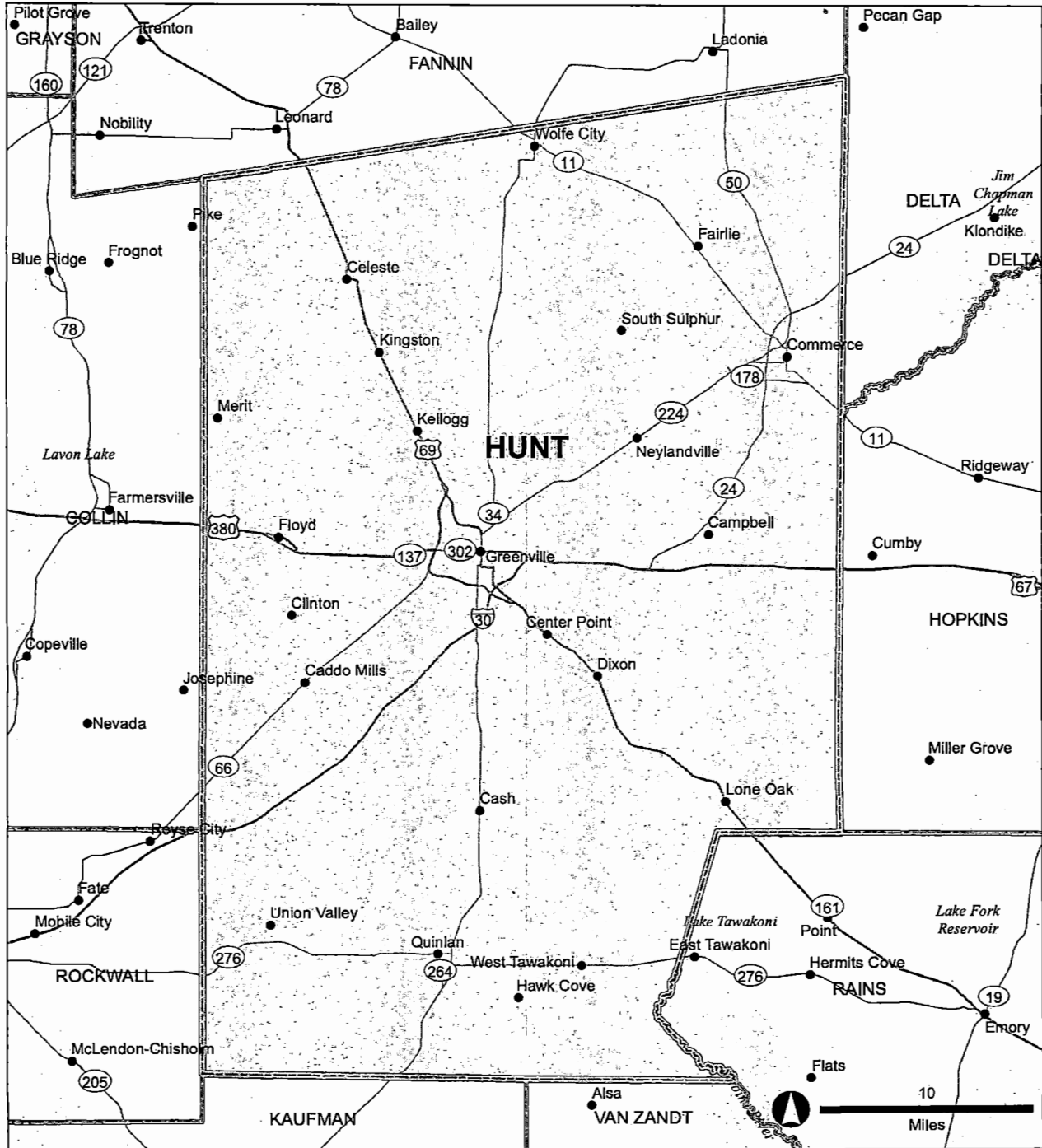
- Prior to closing, the County must submit documentation evidencing that the area to be served by the Project has floodplain ordinances or orders, as applicable, in place, in accordance with the Flood Intended Use Plan or must include in the scope of work that the applicant will work with any community within the project area, that does not meet minimum standard, towards adoption and enforcement of floodplain management ordinances or orders, as applicable, in accordance with the Flood Intended Use Plan.

*MAPS TO SHOW BOTH THE POLITICAL SUBDIVISION/APPLICANT AND THE HUC 10 PLANNING AREA(S)*





# Hunt County



## ESCROW AGREEMENT

THIS ESCROW AGREEMENT (Agreement), made by and between <<NAME OF ENTITY>>, a political subdivision of the State of Texas in <<NAME OF COUNTY>>, Texas, (<<ENTITY>>), acting by and through \_\_\_\_\_ and \_\_\_\_\_, as Escrow Agent together with any successor in such capacity;

WITNESSETH:

WHEREAS, pursuant to [an [Ordinance/Resolution/Order] finally adopted on \_\_\_\_\_, 20\_\_ ([Ordinance/Resolution/Order]), <<NAME OF ENTITY>> authorized the issuance of <<\$\_\_\_\_\_ <<NAME OF ENTITY>> <<NAME OF BONDS/CERTIFICATES OF OBLIGATION>>, Series \_\_\_\_\_, dated \_\_\_\_\_>>] OR [a [Loan Agreement and Promissory Note /Principal Forgiveness Agreement/Grant Agreement], pursuant to which the <<ENTITY>> will accept certain contractual obligations] (Obligations) to obtain financial assistance from the Texas Water Development Board (TWDB) for the purpose of funding a project identified as Project No. <<XXXXXX>> (Project); and

WHEREAS, the Escrow Agent is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code, Chapter 404, Subchapter D and is otherwise qualified and empowered to enter into this Agreement, and hereby acknowledges its acceptance of the terms and provisions hereof; and

WHEREAS, a condition of the Obligations is the deposit of the proceeds of the Obligations (Proceeds) in escrow subject to being withdrawn only with the approval of the Executive Administrator or another designated representative; provided, however, the Proceeds can be transferred to different investments so long as all parties hereto consent to such transfer;

NOW, THEREFORE, in consideration of the mutual agreements herein contained and in consideration of the amount of fees to be paid by the <<ENTITY>> to the Escrow Agent, as set forth on **EXHIBIT A**, the receipt of which is hereby acknowledged, and in order to secure the delivery of the Obligations, the parties hereto mutually undertake, promise, and agree for themselves, their respective representatives and successors, as follows:

**SECTION 1: ESCROW ACCOUNT(S).** Upon the delivery of the Obligations described above, the Proceeds identified under TWDB Commitment Number(s) <<COMMITMENT NO(S).>> shall be deposited to the credit of a special escrow account(s) or escrow subaccount(s) (Escrow Account(s)) maintained at the Escrow Agent on behalf of the <<ENTITY>> and the TWDB and shall not be commingled with any other accounts or with any other proceeds or funds. The Proceeds received by the Escrow Agent under this Agreement shall not be

considered as a banking deposit by the <<ENTITY>>, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement.

The Escrow Account(s) shall be entitled “<<NAME OF ENTITY>>, <<[BONDS/CERTIFICATES OF OBLIGATION] OR [NAME OF LOAN AGREEMENT AND PROMISSORY NOTE/PRINCIPAL FORGIVENESS AGREEMENT/GRANT AGREEMENT]>>, Texas Water Development Board <<COMMITMENT NO.>> Escrow Account” and shall not be subject to warrants, drafts or checks drawn by the <<ENTITY>> but shall be disbursed or withdrawn to pay the costs of the Project for which the Obligations were issued or other purposes in accordance with the [Ordinance/Resolution/Order] OR [Loan Agreement/Principal Forgiveness Agreement/Grant Agreement] and solely upon written authorization from the Executive Administrator or his/her designated representative. The Escrow Agent shall provide to the <<ENTITY>> and to the TWDB the Escrow Account(s) bank statements upon request.

**SECTION 2: COLLATERAL.** All cash deposited to the credit of such Escrow Account(s) and any accrued interest in excess of the amounts insured by the FDIC and remaining uninvested under the terms of this Agreement shall be continuously secured by a valid pledge of direct obligations of the United States of America or other collateral meeting the requirements of the Public Funds Collateral Act, Texas Government Code, Chapter 2257.

**SECTION 3: INVESTMENTS.** While the Proceeds are held in escrow, the Escrow Agent shall only invest escrowed Proceeds in investments that are authorized by the Public Funds Investment Act, Texas Government Code, Chapter 2256 (PFIA). It is the <<ENTITY>>’s responsibility to direct the Escrow Agent to invest all public funds in a manner that is consistent not only with the PFIA but also with its own written investment policy.

**SECTION 4: DISBURSEMENTS.** The Escrow Agent shall not honor any disbursement from the Escrow Account(s), or any portion thereof, unless and until it has been supplied with written approval and consent by the Executive Administrator or his/her designated representative. However, no written approval and consent by the Executive Administrator shall be required if the disbursement involves transferring Proceeds from one investment to another within the Escrow Account(s) provided that all such investments are consistent with the PFIA requirements.

**SECTION 5: UNEXPENDED FUNDS.** Any Proceeds remaining unexpended in the Escrow Account(s) after completion of the Project and after the final accounting has been submitted to and approved by the TWDB shall be disposed of pursuant to the provisions of the [Ordinance/Resolution/Order] OR [Loan Agreement/Principal Forgiveness Agreement/Grant Agreement]. The <<ENTITY>> shall deliver a copy of such TWDB approval of the final accounting to the Escrow Agent together with instructions concerning the disbursement of unexpended Proceeds hereunder. The Escrow Agent shall have no obligation to ensure that such unexpended Proceeds are used as required by the provisions of the

[Ordinance/Resolution/Order] OR [Loan Agreement/Principal Forgiveness Agreement/Grant Agreement], that being the sole obligation of the <<ENTITY>>.

**SECTION 6: CERTIFICATIONS.** The Escrow Agent shall be authorized to accept and rely upon the certifications and documents furnished to the Escrow Agent by the <<ENTITY>> and shall not be liable for the payment of any funds made in reliance in good faith upon such certifications or other documents or approvals, as herein recited.

**SECTION 7: LIABILITY OF ESCROW AGENT.** To the extent permitted by law, the Escrow Agent shall not be liable for any act done or step taken or omitted by it or any mistake of fact or law, except for its negligence or default or failure in the performance of any obligation imposed upon it hereunder. The Escrow Agent shall not be responsible in any manner for any proceedings in connection with the Obligations or any recitation contained in the Obligations.

**SECTION 8: RECORDS.** The Escrow Agent will keep complete and correct books of record and account relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Account, and investments of the Escrow Account and all proceeds thereof. The records shall be available for inspection and copying at reasonable hours and under reasonable conditions by the <<ENTITY>> and the TWDB.

**SECTION 9: MERGER/CONSOLIDATION.** In the event that the Escrow Agent merges or consolidates with another bank or sells or transfers substantially all of its assets or corporate trust business, then the successor bank shall be the successor Escrow Agent without the necessity of further action as long as the successor bank is a state or national bank designated by the Texas Comptroller as a state depository institution in accordance with Texas Government Code, Chapter 404, Subchapter C, or is a designated custodian of collateral in accordance with Texas Government Code Chapter 404, Subchapter D. The Escrow Agent must provide the TWDB with written notification within 30 days of acceptance of the merger, consolidation, or transfer. If the merger, consolidation or other transfer has occurred between state banks, the newly-created entity shall forward the certificate of merger or exchange issued by the Texas Department of Banking as well as the statement filed with the pertinent chartering authority, if applicable, to the TWDB within five business days following such merger, consolidation or exchange.

**SECTION 10: AMENDMENTS.** This Agreement may be amended from time to time as necessary with the written consent of the <<ENTITY>> and the TWDB, but no such amendments shall increase the liabilities or responsibilities or diminish the rights of the Escrow Agent without its consent.

**SECTION 11: TERMINATION.** In the event that this Agreement is terminated by either the <<ENTITY>> or by the Escrow Agent, the Escrow Agent must report said termination in writing to the TWDB within five business days of such termination. The <<ENTITY>> is responsible for ensuring that the following criteria are satisfied in selecting the successor

escrow agent and notifying the TWDB of the change in escrow agents: (a) the successor escrow agent must be an FDIC-insured state or national bank designated by the Texas Comptroller as a state depository; (b) the successor escrow agent must be retained prior to or at the time of the termination; (c) an escrow agreement must be executed by and between the <<ENTITY>> and the successor escrow agent and must contain the same or substantially similar terms and conditions as are present in this Agreement; and (d) the <<ENTITY>> must forward a copy of the executed escrow agreement with the successor escrow agent within five business days of said termination. No funds shall be released by the TWDB until it has received, reviewed and approved the escrow agreement with the successor escrow agent. If the <<ENTITY>> has not appointed a successor escrow agent within thirty (30) days of the notice of termination, the Escrow Agent may petition any court of competent jurisdiction in Texas for the appointment of a successor escrow agent or for other appropriate relief, and any such resulting appointment shall be binding upon the <<ENTITY>>. Whether appointed by the <<ENTITY>> or a court, the successor escrow agent and escrow agreement must be approved by the TWDB for the appointment to be effective. The Escrow Agent is responsible for performance under this Agreement until a successor has been approved by the TWDB and has signed an acceptable escrow agreement.

**SECTION 12: EXPIRATION.** This Agreement shall expire upon final transfer of the funds in the Escrow Account(s) to the <<ENTITY>>.

**SECTION 13: POINT OF CONTACT.** The points of contact for the Escrow Agent and the TWDB are as follows:

(Printed Name of Escrow Agent)	Executive Administrator
Physical (Street) Address	Texas Water Development Board
Phone Number	1700 North Congress Avenue
Fax Number	Austin, Texas 78701
Email Address	

<<AUTHORIZED AGENT>>  
<<LEGAL NAME OF ENTITY>>  
<<PHYSICAL ADDRESS>>

**SECTION 14: CHOICE OF LAW.** This Agreement shall be governed exclusively by the applicable laws of the State of Texas. Venue for disputes shall be in the District Court of Travis County, Texas.

**SECTION 15: ASSIGNABILITY.** This Agreement shall not be assignable by the parties hereto, in whole or in part, and any attempted assignment shall be void and of no force and effect.

**SECTION 16: ENTIRE AGREEMENT.** This Agreement evidences the entire Escrow Agreement between the Escrow Agent and the <<ENTITY>> and supersedes any other agreements,

whether oral or written, between the parties regarding the Proceeds or the Escrow Account(s). No modification or amendment of this Agreement shall be valid unless the same is in writing and is signed by the <<ENTITY>> and consented to by the Escrow Agent and the TWDB.

**SECTION 17: VALIDITY OF PROVISIONS.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**SECTION 18: COMPENSATION FOR ESCROW SERVICES.** The Escrow Agent shall be entitled to compensation for its services as stated in Exhibit A, which compensation shall be paid by the <<ENTITY>> but may not be paid directly from the Escrow Account(s).

**SECTION 19: ANTI-BOYCOTT VERIFICATION.** The Escrow Agent represents that, to the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Escrow Agent or any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent either (i) meets one of the exemption criteria under Section 2270.002 of the Texas Government Code or (ii) does not boycott Israel and will not boycott Israel through the term of this Agreement. The term "boycott Israel" as used in this paragraph has the meaning assigned in Section 808.001 of the Texas Government Code, as amended.

**SECTION 20: IRAN, SUDAN AND FOREIGN TERRORIST ORGANIZATIONS.** The Escrow Agent represents that, to the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, neither the Escrow Agent nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the Escrow Agent (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective upon signature of both parties.

<<NAME OF ENTITY>>

By: \_\_\_\_\_  
Authorized Representative

Date: \_\_\_\_\_

<< NAME OF ENTITY>>

Address:

(Seal)

<<NAME OF BANK>>,  
as Escrow Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address:

(Bank Seal)

**EXHIBIT A**  
Fee Schedule



**TWDB Vendor Set-up and Direct Deposit Form**

**Acceptable Payment Types**

Purchase Order       Credit Card

<b>Box 1</b>	Legal Name (as shown on your tax return):					
<b>Box 2</b>	DBA:					
<b>Box 3</b>	Tax Information Mailing Address:			<b>Box 4</b>	Payment Address (if different from Tax Address):	
City:		State:	Zip:	City:		
State:		State:		Zip:		
Phone:		Fax:		Email:		

<b>Box 5</b>	<b>Federal Taxpayer Identification Number:</b> <small>Note: Enter the same number used filing your tax return</small>	<div style="border: 2px solid black; width: 150px; height: 25px; margin: 0 auto;"></div>	<input type="checkbox"/> Social Security Number (SSN) <input type="checkbox"/> Employer Identification Number (EIN) <input type="checkbox"/> Individual Taxpayer ID Number (ITIN) <input type="checkbox"/> Texas Taxpayer ID Number (TTIN)
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<b>Box 6</b>	<b>Federal Tax Classification:</b> <small>(Ownership Type)</small> <small>Out of State = Not in Texas</small>	<input type="checkbox"/> T=Texas Corporation <input type="checkbox"/> L=TX Limited Partnership <input type="checkbox"/> E=State Employee <input type="checkbox"/> O=Out-of-State Corporation <input type="checkbox"/> P=Partnership <input type="checkbox"/> U=State Agency/University <input type="checkbox"/> C=Professional Corporation <input type="checkbox"/> S=Sole Owner <input type="checkbox"/> A=Professional Association <input type="checkbox"/> R=Foreign Corporation <input type="checkbox"/> I=Individual Recipient <input type="checkbox"/> F=Financial Institution <input type="checkbox"/> G=Government Entity <input type="checkbox"/> N=Other (Please Explain):
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<b>Box 7</b>	<b>Profit Status:</b>	<input type="checkbox"/> Profit	<input type="checkbox"/> Non-Profit
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<b>Box 8</b>	<b>Corporation Information:</b>	<b>State of Jurisdiction:</b> <small>(Required if T,L,C,A checked above)</small>	<b>File or Charter Number</b> <small>(Required if T,L,C,A checked above)</small>
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<b>Box 9</b>	<b>Sole Ownership Info:</b>	<b>Sole Owner Name and SSN:</b>
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<b>Box 10</b>	<b>General Partnership Information:</b>	<b>Partner 1 Name and SSN/EIN:</b> <b>Partner 2 Name and SSN/EIN:</b>
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<b>Box 11</b>	<b>Backup Withholding:</b> <small>Please see IRS Website</small>	<input type="checkbox"/> Exempt from Backup Withholding
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<b>Box 12</b>	<b>Certification:</b> <small>*Required*</small>	Under penalties of perjury, I certify that: 1) I have provided my correct taxpayer identification number and that 2) I am not subject to backup withholding as specified on the instruction page for this form and that 3) I am a US citizen or other US person <b>Signature:</b> <b>Print Preparer's Name:</b> <b>Phone Number:</b> <b>Date:</b>
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**Box 13      Direct Deposit Information (Response & Signature Required)**

I am currently on Direct Deposit with TWDB and wish to continue.

I decline Direct Deposit at this time.

<input type="checkbox"/> New Set-up	<input type="checkbox"/> Change in Direct Deposit Information	<input type="checkbox"/> Cancel My Direct Deposit
-------------------------------------	---------------------------------------------------------------	---------------------------------------------------

Financial Institution Name:      Type:  Checking  Savings      Mail Code:

Financial Institution Routing Number:      Account Number:

Will these payments be forwarded to a financial institution outside the United States? (Required)  Yes  No  
 If yes, please also fill out the ACH Payment Destination Confirmation (Form 74-227)

I authorize the Texas Comptroller of Public Accounts to deposit my payments from the State of Texas to my financial institution electronically. I understand that the Texas Comptroller of Public Accounts will reverse any payments to my account in error.

I further understand that the Texas Comptroller of Public Accounts will comply at all times with the National Automated Clearing House Association's rules. For further information on these rules, please contact your financial institution.

**Authorized Signature Required:**

**Printed Name Required:**      **Date:**

**\*Page 1\***

**\* Sample Letter \***  
(On Payee's Official Letterhead)

Date: (First time and/or onetime wires: the date cannot be greater than one month and 5 business days than the wire transfer release date.)

Ms. Lynda Cantu  
Manager, Cash & Securities Management  
Comptroller of Public Accounts - Treasury Operations  
P.O. Box 12608  
Austin, Texas 78711

RE: State of Texas Warrants issued by (State agency) to (Payee) for (Type of payment).

Dear Ms. Cantu:

To ensure our timely receipt of Treasury funds, in lieu of a warrant, for payment of (Type of payment) and to save significant handling costs associated with the clearing of the warrant in Austin, we hereby authorize the following:

- 1) Issuance of a warrant to (Payee) in care of the State Comptroller. (Verify that the warrant is issued to the Payee in c/o the State Comptroller.)
- 2) Wiring of funds represented by such warrant (s) by the State Comptroller in accordance with the instructions set forth below.

This letter authorizes the State Comptroller to process state warrants made payable to (Payee) representing payment for (Type of payment). This specific authorization is valid until cancelled in writing by an authorized representative of (Payee). Until further notice, the following wire transfer instructions will be in effect.

**Wire funds to (Required information for both Domestic and Foreign Wires):**

**Financial Institution Name:**  
**Account Name:**  
**Account Number:**  
**Beneficiary Physical Address:**  
**City, State:**  
**Reference:**  
**Attention:**

Authorized  
State Agency Employee's  
Signature & Current Date

**Domestic Wires Only:**  
**ABA Routing Transit Number:**

**Foreign Wires Only:**  
**SWIFT CODE:**  
**IBAN/Clabe:**  
**Beneficiary Physical Address:**

(Payee) acknowledges full responsibility for the accuracy of the information contained in this letter.

Thank you for your assistance.

Sincerely,  
(Authorized signature required)  
Print Name, Title

**Wire Transfer Instructions:**

**Request for a FIRST-TIME or ONE-TIME wire transfer: (For Repetitive Wires skip to Item 4)**

1. Have the **payee** complete the sample letter word for word on payee's official letterhead  
(The warrant payee name should match the official letterhead title)
2. The requesting state agency must **verify** the payee's wire instructions:
  - For a first-time wire, a one-time wire or to set-up a repetitive wire, a currently employed manager of the department **must** sign and date the completed sample letter.
  - **For Domestic Wires Only:** verify that the provided transit and routing number is accurate  
(This number may be different than the routing number for ACH payments)
  - **For Foreign Wires Only:** verify that the following **required** information is included for all foreign wires and that the information is accurate.
    - SWIFT CODE
    - IBAN/ Clabe Number
    - Beneficiary Physical Address
3. The original completed sample letter must be mailed (within 10 days of the release date) to:  
Ms. Lynda Cantu  
Manager, Cash & Securities Management  
Comptroller of Public Accounts - Treasury Operations  
P.O. Box 12608  
Austin, Texas 78711
4. The requesting state agency must send an wire request email to the Cash and Securities Manager, Lynda Cantu-[lynda.cantu@cpa.texas.gov](mailto:lynda.cantu@cpa.texas.gov) and cc: Funds Transfer-[Funds.Transfer@cpa.texas.gov](mailto:Funds.Transfer@cpa.texas.gov)  
Please use the **"Wire Request Email Template"** (see Page 3) for all current and future request.
  - Please send email request at least 24hrs in advance, but no more than 72hrs in advance.
  - The scanned copy of the completed and signed wiring instruction letter must be attached
    - A wiring instruction letter(s) must be attached to each and every wire transfer request email

**Fill-in the following required information on the template:**

- the agency name, number of warrants, and the release date of the wire.
- the name and title of the manager who verified and signed the completed sample letter
- the reason for the request (if applicable)
- In the **Template Box** fill-in: the "Frequency of the Request (i.e. one-time or repetitive)", the "Release Date" of transfer, the "Amount" and the "Recipient or Reference"

**Prior to effective date of wire transfer:**

- Notify Statewide Fiscal Services Division (512-463-7386) to pull the warrant and have it delivered to Funds Transfer in Rusk Building- Room #636
- **Please verify that the warrant is issued to the Payee in care of the State Comptroller**

**On effective date of wire transfer:**

- Funds Transfer must have the warrant in order to release the wire transfer.
- Once wire confirmation is received, the requesting agency should verify the Payee received the funds.

**If you have any questions please contact Funds Transfer Group by email [Funds.Transfer@cpa.texas.gov](mailto:Funds.Transfer@cpa.texas.gov) or by phone at 512/463-5905**

**\*\*It is the agency's responsibility to re-verify all repetitive wire instruction letters yearly\*\***

**Wire Request Email Template**

Good Morning/Afternoon Ms. Cantu,

(Agency Name) will have (number) warrant(s) delivered to Treasury for an outgoing wire transfer(s) with a release date of (date).

(Name and Title) has signed, dated, and verified the attached wire instruction letter(s).


**\*\*Erase if not applicable\*\*** *If this is a first-time or one-time wire, please state the reason for the request, if this is a repetitive wire no explanation is needed.*

**Outgoing Wire Transfer Details:**

Frequency of the Request (one-time or repetitive)	Release Date	Amount of Wire	Recipient or Reference

Thanks,

14,893

FILED FOR RECORD  
at 1:30 o'clock P M  
1/27/2021  
JUL 27 2021  
JENNIFER LINDENZWEIG  
County Clerk, Hunt County, TX  
By 

### Agreement Execution Resolution

A RESOLUTION by the Commissioners Court of the County of Hunt authorizing the County Judge, the Designated Representative of the County of Hunt, to execute an agreement with the Texas Water Development Board for funding in the amount of \$191,250.00.

WHEREAS, the Texas Water Development Board made a commitment to provide financial assistance in the form of a grant/loan/principal forgiveness in the amount of \$191,250.00 to the County of Hunt to finance a project upon execution of a loan/grant/principal forgiveness agreement; therefore

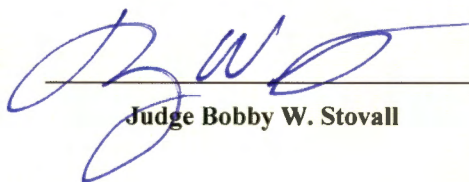
BE IT RESOLVED BY THE Commissioners Court OF THE County of Hunt:

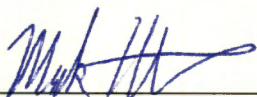
SECTION 1. Approval of Agreement. The agreement setting out the terms and conditions of the financial assistance between the Texas Water Development Board and the County of Hunt is approved and the County of Hunt's Designated Representative is authorized to execute the agreement on behalf of the County of Hunt.

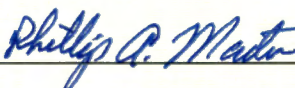
SECTION 2. Effective Date. This Resolution shall become effectively immediately after its adoption.

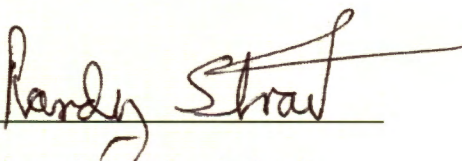
PASSED AND APPROVED, this the 27<sup>th</sup> day of July, 2021.

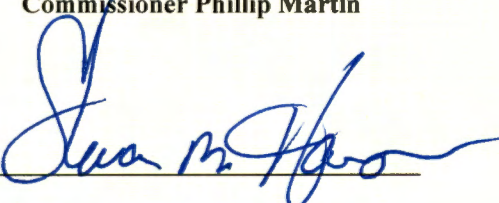



  
\_\_\_\_\_  
Judge Bobby W. Stovall

  
\_\_\_\_\_  
Commissioner Mark Hutchins

  
\_\_\_\_\_  
Commissioner Phillip Martin

  
\_\_\_\_\_  
Commissioner Randy Strait

  
\_\_\_\_\_  
Commissioner Steven M. Harrison

ATTEST: , County Clerk