



Spear Point Engineering, LLC

TBPE Firm No. 18904
604 W. Worsham St., Suite 100
Willis, TX 77378
www.SPETexas.com

May 5, 2021

Mr. Andy Isbell
Walker County Planning & Development Department
1313 University Ave.
Walker County, TX 77340

Re: Texas Grand Ranch Section 9 – Certification of Completion

Dear Mr. Isbell,

This letter serves as certification that the roadways, drainage improvements and other improvements within Texas Grand Ranch Section 9 have been completed and installed in accordance with the approved construction plans and the Walker County Subdivision Regulations in effect at the time of approval, except where a specific variance had been granted by the Walker County Commissioners Court.

Should you have any questions or require additional information, please contact me at Brett@SPETexas.com or 956-245-2547.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brett Wyant", written over a horizontal line.

Brett Wyant, PE
Spear Point Engineering, LLC



5/05/2021

To: Walker County Planning

From: Renée Howes

Date: 5-4-21

RE: Texas Grand Ranch S. 8 and S. 9 Road Acceptance

The Developer has constructed the roads in Texas Grand Ranch Section 8 and Section 9 to Walker County Specifications and wishes to be placed on the Commissioners Court Agenda to request formal acceptance of the roads into the Walker County Road Maintenance System. The Sections are currently under the 1 year Road Maintenance Bond and which for S. 8 expired 3/4/21 and S. 7 expired 4-5-21.

Thank you.

A handwritten signature in black ink that reads "Renée Howes". The signature is written in a cursive, flowing style. The first name "Renée" is written with a large, stylized 'R' and the last name "Howes" is written in a similar cursive script.

Renée Howes

Authorized Agent | TGR LLC.



BLEYL ENGINEERING
PLANNING • DESIGN • MANAGEMENT

100 Nugent Street
Conroe, TX 77301
(936) 441-7833

December 13, 2021

Walker County
1313 University Avenue
Huntsville, Texas 77340

Attention: Andrew Isbell, Director of Planning & Development

Reference: Subdivision One Year Warranty Walkthrough Inspection for Texas Grand Ranch
Subdivision, Sections 6, 8, 9, 10, 11, 14

Attendees: Commissioner Ronnie White, Walker County
Jacob Slott, Slott Construction
Steffanie DeLoss, P.E., Bleyle Engineering
Doug Phillips, Inspector, Bleyle Engineering
Pat Riley, Construction Manager, Bleyle Engineering

Bleyle No. 90500

Bleyle Engineering ("Engineer") reviewed the documents submitted for final certification for Walker County and performed a final walk-through on December 1, 2021, for the above referenced projects. The following notes the deficiencies by section:

Section 6

1. Cover letter shall include Engineer's signature.
2. Provide 10% maintenance bond. (Walker County Court approved a 6-month maintenance bond)
3. The following punch list items shall be corrected:

Larkspur & Dipping Vat - Locate fire hydrant outside of ditch flowline, near high bank, establish vegetation.

Larkspur & Dipping Vat - Regrade ditch and side wall where erosion is visible, establish vegetation.
--

Dipping Vat lot 3, block 37 – west side of road - Regrade ditch side wall where erosion is visible, establish vegetation.

Dipping Vat & Ruger - Regrade ditch and side wall where erosion is visible at intersection, provide additional erosion control such as rip rap, slope paving, etc., establish vegetation.

Dipping Vat lot 271 - Locate fire hydrant outside of ditch flow line near high bank, establish vegetation.
--

Dipping Vat station 55+65 east and west side of street, at inlets - Regrade ditch and side wall where erosion is visible, establish vegetation.

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Dipping Vat station 55+65 east and west side of street, at inlets – The 17 LF of 42" storm was not installed. Correct plans & provide proof the inlet has capacity for its drainage area or complete construction per design.
Windmill & Holiday on north side – Provide culvert at temporary driveway, establish vegetation.
Dipping Vat & Windmill – Replace missing street marking sign.
Provide all piping easements, sizes, material, product, & ownership on construction plans.
Show all pipelines in project at street crossings and verify depth of pipelines at street crossings.
Establish 70% perennial coverage along all right-of-way and drainage improvements.

Section 8

1. Provide 10% maintenance bond. (Walker County Court approved a 6-month maintenance bond)

Section 9

1. Correct Documents received.

Section 10

1. Cover letter shall include Engineer's signature.
2. Provide final development permit from Walker County.
3. Plan Sheets 18, 26, 27, and 30, fuzzy and hard to read – replace sheets with legible sheets.
4. The following punch list items shall be corrected:

Lonestar and Dipping Vat - Regrade ditch and side wall where erosion is visible, establish vegetation.
624 Lonestar – Final grade above fire hydrant traffic flange, regrade dirt around fire hydrant to below flange, or install extension on fire hydrant, establish vegetation.
703 Lonestar - Final grade above fire hydrant traffic flange, regrade dirt around fire hydrant to below flange, or install extension on fire hydrant, establish vegetation.
806 Lonestar - Final grade above fire hydrant traffic flange, regrade dirt around fire hydrant to below flange, or install extension on fire hydrant, establish vegetation.
Gray Feather lot 43, block 22 – Regrade ditch and side wall where erosion is visible at creek crossing, provide additional erosion control such as rip rap, slope paving, etc., establish vegetation.
Copper Leaf lot 50, block 22, end of cul-de-sac – Major erosion - regrade ditch and side wall where erosion is visible, establish vegetation.
Lone Star & Copper Leaf - Regrade ditch and side wall where erosion is visible at intersection, establish vegetation.



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Lone Star & Feldspur - Regrade ditch and side wall where erosion is visible at intersection, establish vegetation.
Azurite Rd lot 45, block 27 - Regrade ditch and side wall where erosion is visible at cross culvert, establish vegetation.
Granite and Sky Oak - Regrade ditch and side wall where erosion is visible between Sky Oak and cul-de-sac, establish vegetation.
Granite and Sky Oak - Regrade ditch and side wall where erosion is visible at intersection, establish vegetation.
Sky Oak lot 103, block 22 - Regrade ditch and side wall where erosion is visible, establish vegetation.
Lonestar south of Copper Leaf - Regrade ditch and side wall where erosion is visible at cross culvert, establish vegetation.
Lonestar & Rim Rock - Relocate fire hydrant and water valves outside of ditch flowline, near high bank, establish vegetation.
Rim Rock - North & South - Regrade ditch and side wall where erosion is visible, establish vegetation.
Lonestar station 35+00 - Regrade ditch and side wall where erosion is visible, establish vegetation.
Lonestar at station 17+96 - Inlets on both side of street arrear to be above final street grade, establish mediation of possible water over the street at this location.
Lonestar at station 1+00 - Inlets on both side of street arrear to be above final street grade, establish mediation of possible water over the street at this location.

Section 11

1. Letter from developer to County requesting County Maintenance not signed by developer.
2. Provide final development permit from Walker County.
3. Plan Sheets 9, 10, 15, 17, 18, 19, 20, 21, and 25, fuzzy and hard to read - replace sheets with legible sheets.
4. The following punch list items shall be corrected:

Sanctuary Rd. - Across from lot 86 block 24 - Regrade ditch and side wall where erosion is visible, establish vegetation.
Sanctuary Rd. Lot 86, block 24 - Final grade above fire hydrant traffic flange, regrade dirt around fire hydrant to below flange, or install extension on fire hydrant, establish vegetation.
Sanctuary Rd. lot 86, block 24 - Regrade ditch and side wall where erosion is visible at culvert and headwall, provide additional erosion control such as rip rap, slope paving, etc., establish vegetation.
Sanctuary Rd and Dawn - Regrade ditch and side wall where erosion is visible on both sides of intersection, establish vegetation.
Sanctuary Rd and Tranquil - Erosion close to street base - Regrade ditch and side wall where erosion is visible on both sides of intersection, establish vegetation.

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Sanctuary Rd and Tranquil – Locate fire hydrant outside of ditch flowline, near high bank, establish vegetation.

104 Tranquil - Regrade ditch and side wall where erosion is visible at culvert and headwall, provide additional erosion control such as rip rap, slope paving, etc., establish vegetation.

Section 14

1. Cover letter shall include Engineer's signature.
2. Provide final development permit from Walker County.
3. Provide 10% maintenance bond. (Walker County Court approved a 6-month maintenance bond)
4. The following punch list items shall be corrected:

Sandpiper – Regrade ditch and side wall on both sides of the street where erosion is visible, establish vegetation.

Sandpiper and Prosperity Ct – station 4.00+7.00 - Regrade ditch and side wall where water is holding and erosion is visible, establish vegetation.

Sandpiper east of station 26+76 by driveway - Regrade ditch and side wall on both sides of the street where erosion is visible, establish vegetation.

Sandpiper at station 26+76 by driveway - Locate fire hydrant outside of ditch flowline, near high bank, establish vegetation.

Sandpiper & Larkspur at station 8+13 - Regrade ditch and side wall where erosion is visible, establish vegetation.

At end of Sandpiper – Driveway on north side of Sandpiper – center drainage access to culvert not in place. Install center culvert access.

At end of Sandpiper – Driveway on north side of Sandpiper – update plans to reflect center drainage access installed in culvert.

Sandpiper lot 33, block 37 - Relocate meter box that is in the ROW.

Larkspur lot 47, block 37 - Final grade above fire hydrant traffic flange, regrade dirt around fire hydrant to below flange, or install extension on fire hydrant, establish vegetation, locate fire hydrant outside of ditch flowline, near high bank, establish vegetation.

Larkspur at station 8+00 - Regrade ditch so water is not standing, establish vegetation.

Larkspur lot 52, block 37 - Regrade ditch and side wall where erosion is visible, establish vegetation.

Larkspur lot 54, block 37 - Regrade ditch and side wall where erosion is visible, establish vegetation.

Larkspur and Prosperity - Regrade ditch so water is not standing, establish vegetation.

Larkspur at pipeline easement – Regrade ditch and side wall to continue drainage across pipeline crossing instead of drainage diverting, establish vegetation.

Show all pipelines in project at street crossings and verify depth of pipelines at street crossings.

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Larkspur and Dipping Vat - Locate fire hydrant outside of ditch flow line near high bank, establish vegetation.

Larkspur and Dipping Vat - Regrade ditch and side wall where erosion is visible, establish vegetation.

General

1. Update all plans to match actual street names on the street signs.
2. Update all construction plans to include existing pipelines, including owner, size, product, material, and easement dedication information. Where the pipelines cross the street, show the pipeline in the profile at the verified depth.
3. If a sheet within the as-built plan set is modified, resubmit a full plan set. Partial plan sets will not be accepted.

Please take the necessary measures to complete all of the listed deficient items as soon as possible. Failure to complete these items in a timely manner may result in additional deficiencies being noted if current conditions deteriorate.

Sincerely,

Pat Riley
Construction Manager, Bleyl Engineering

Attachments:



MAINTENANCE BOND

BOND NO. 0763083M

KNOW ALL MEN BY THESE PRESENTS: THAT WE, I Texas Grand Ranch, LLC
183 Water Street, Williamstown, MA 01267 as Principal, and
Harco National Insurance Company, Corporation of IL
One Newark Center, 20th Floor, Newark New Jersey
 licensed to do business in the State of TX and, as Surety, are held and firmly bound unto
Walker County Judge and/or Successors or Assigns
 as Oblige, in the full and just sum of One Hundred Thousand Two Hundred Dollars and 00/100
(\$ 100,200.00)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS 3rd day of January, 2022

THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the Oblige for Texas Grand Ranch - Section 14 Street and Drainage Facilities

AND WHEREAS, the Oblige requires a guarantee from the Principal against defective workmanship in connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during the period of January 3, 2022 thru July 3, 2022 because of defective workmanship in connection with said contract of which defectiveness the Oblige shall give the Principal and Surety written notice within (30) thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for herein.

Witness

John Patten

I Texas Grand Ranch, LLC

By: Thomas Cash

Thomas Cash Principal

Authorized Signature
 Harco National Insurance Company

Witness

Deron K. Treadwell

By: Eric R. Toothaker

Eric R. Toothaker

Attorney





MAINTENANCE BOND

BOND NO. 0726146M

KNOW ALL MEN BY THESE PRESENTS: THAT WE, I Texas Grand Ranch, LLC

183 Water Street, Williamstown, MA 01267

as Principal, and

Harco National Insurance Company

, Corporation of IL

One Newark Center, 20th Floor, Newark New Jersey

licensed to do business in the State of TX and , as Surety, are held and firmly bound unto

Walker County Judge and/or Successors or Assigns

as Oblige, in the full and just sum of Seventy Eight Thousand One Hundred Eighty Eight Dollars and 00/100

(\$ 78,188.00)

Dollars lawful money of the United States of America to the payment of which sum, well and truly to be made, the Principal and the Surety bind themselves, their successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED THIS 3rd day of January, 2022

THE CONDITION OF THIS OBLIGATION IS THAT, WHEREAS the Principal entered into a contract with the Oblige for Texas Grand Ranch - Section 6 Street and Drainage Facilities

AND WHEREAS, the Oblige requires a guarantee from the Principal against defective workmanship in connection with said Contract.

NOW, THEREFORE, if the Principal shall make any repairs or replacements which may become necessary during the period of January 3, 2022 thru July 3, 2022 because of defective workmanship in connection with said contract of which defectiveness the Oblige shall give the Principal and Surety written notice within (30) thirty days after discovery thereof, then this obligation shall be void; otherwise it shall be in full force and effect.

All suits at law or proceedings in equity to recover on this bond must be instituted within twelve (12) months after the expiration of the maintenance period provided for herein.

Witness

John Paffreri

I Texas Grand Ranch, LLC

By: Thomas Gatto

Principal

Authorized Signature

Harco National Insurance Company

Witness

Deron K. Treadwell

By: Eric R. Toothaker

Eric R. Toothaker

Attorney-in-Fact



**CERTIFICATION OF STREETS AND ROADS
TEXAS GRAND RANCH SUBDIVISION, SECTION FOURTEEN
ORDER # 2022-35**

The Commissioner's Court of Walker County, Texas does hereby grant an order certifying the substantial completion of construction for the regulated infrastructure including streets and related drainage features of the Texas Grand Ranch Subdivision, Section 14, having determined that the regulated infrastructure to be in substantial compliance with the requirements of the Walker County Subdivision Regulations and/or specific variances granted by Commissioner's Court action.

This order is issued in reliance upon, and conditioned on, the plans, studies, inspections, and certifications as presented by the applicant's contractors, including but not limited to I Texas Grand Ranch, LLC / Renee Howes, Spear Point Engineering, LLC, T.S.I. Laboratories, Inc. , Namken, Inc. , and Slott Construction.

This order applies to the review of infrastructure as required and regulated under the Walker County Subdivision Regulations as called for in Section 7.7 of same, and is issued only in relation to the regulatory compliance of said infrastructure. This order is not intended to reflect any certification related to the installation of utilities or other improvements that may have been included in the plans or installed within the subdivision outside of this regulated infrastructure. This order does not act to accept the subject facilities and public maintenance.

Attachments: Developer's Certification, Engineer's Certification

STATE OF TEXAS §
COUNTY OF WALKER §

This is to certify that the Commissioner Court of Walker County, Texas has on this **18th day of January 2022**, approved this.

ROBERT D. PIERCE, County Judge

DANNY KUYKENDALL, Comm. Prec. 1

RONNIE WHITE, Comm. Prec. 2

BILL DAUGETTE, Comm. Prec. 3

JIMMY D. HENRY, Comm. Prec. 4



Spear Point Engineering, LLC

TBPE Firm No. 18904

604 W. Worsham St., Suite 100

Willis, TX 77378

www.SPETexas.com

December 13, 2021

Mr. Andy Isbell
Walker County Planning & Development Department
1313 University Ave.
Walker County, TX 77340

Re: Texas Grand Ranch Section 14 – Certification of Completion

Dear Mr. Isbell,

This letter serves as certification that the roadways, drainage improvements and other improvements within Texas Grand Ranch Section 14 have been completed and installed in accordance with the approved construction plans and the Walker County Subdivision Regulations in effect at the time of approval, except where a specific variance had been granted by the Walker County Commissioners Court.

Should you have any questions or require additional information, please contact me at Brett@SPETexas.com or 936-256-2626.

Sincerely,

Brett Wyant, PE

Spear Point Engineering, LLC



12/13/2021

Renee Howes

R. Howes Consulting, Inc.



BLEYL ENGINEERING

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100 Nugent Street
Conroe, TX 77301
(936) 441-7833

December 13, 2021

Walker County
1313 University Avenue
Huntsville, Texas 77340

Attention: Andrew Isbell, Director of Planning & Development

Reference: Subdivision One Year Warranty Walkthrough Inspection for Texas Grand Ranch Subdivision, Sections 6, 8, 9, 10, 11, 14

Attendees: Commissioner Ronnie White, Walker County
Jacob Slott, Slott Construction
Steffanie DeLoss, P.E., Bleyl Engineering
Doug Phillips, Inspector, Bleyl Engineering
Pat Riley, Construction Manager, Bleyl Engineering

Bleyl No. 90500

Bleyl Engineering ("Engineer") reviewed the documents submitted for final certification for Walker County and performed a final walk-through on December 1, 2021, for the above referenced projects. The following notes the deficiencies by section:

Section 6

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2. Provide 10% maintenance bond. (Walker County Court approved a 6-month maintenance bond)
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Larkspur & Dipping Vat - Regrade ditch and side wall where erosion is visible, establish vegetation.
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Dipping Vat lot 3, block 37 – west side of road - Regrade ditch side wall where erosion is visible, establish vegetation.

Dipping Vat & Ruger - Regrade ditch and side wall where erosion is visible at intersection, provide additional erosion control such as rip rap, slope paving, etc., establish vegetation.

Dipping Vat lot 271 - Locate fire hydrant outside of ditch flow line near high bank, establish vegetation.
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Dipping Vat station 55+65 east and west side of street, at inlets - Regrade ditch and side wall where erosion is visible, establish vegetation.

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Dipping Vat station 55+65 east and west side of street, at inlets – The 17 LF of 42" storm was not installed. Correct plans & provide proof the inlet has capacity for its drainage area or complete construction per design.

Windmill & Holiday on north side – Provide culvert at temporary driveway, establish vegetation.

Dipping Vat & Windmill – Replace missing street marking sign.

Provide all piping easements, sizes, material, product, & ownership on construction plans.

Show all pipelines in project at street crossings and verify depth of pipelines at street crossings.

Establish 70% perennial coverage along all right-of-way and drainage improvements.

Section 8

1. Provide 10% maintenance bond. (Walker County Court approved a 6-month maintenance bond)

Section 9

1. Correct Documents received.

Section 10

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Gray Feather lot 43, block 22 – Regrade ditch and side wall where erosion is visible at creek crossing, provide additional erosion control such as rip rap, slope paving, etc., establish vegetation.

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Lone Star & Copper Leaf - Regrade ditch and side wall where erosion is visible at intersection, establish vegetation.

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Lone Star & Feldspur - Regrade ditch and side wall where erosion is visible at intersection, establish vegetation.
Azurite Rd lot 45, block 27 - Regrade ditch and side wall where erosion is visible at cross culvert, establish vegetation.
Granite and Sky Oak - Regrade ditch and side wall where erosion is visible between Sky Oak and cul-de-sac, establish vegetation.
Granite and Sky Oak - Regrade ditch and side wall where erosion is visible at intersection, establish vegetation.
Sky Oak lot 103, block 22 - Regrade ditch and side wall where erosion is visible, establish vegetation.
Lonestar south of Copper Leaf - Regrade ditch and side wall where erosion is visible at cross culvert, establish vegetation.
Lonestar & Rim Rock - Relocate fire hydrant and water valves outside of ditch flowline, near high bank, establish vegetation.
Rim Rock – North & South - Regrade ditch and side wall where erosion is visible, establish vegetation.
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Section 11

1. Letter from developer to County requesting County Maintenance not signed by developer.
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Sanctuary Rd and Tranquil – Locate fire hydrant outside of ditch flowline, near high bank, establish vegetation.

104 Tranquil - Regrade ditch and side wall where erosion is visible at culvert and headwall, provide additional erosion control such as rip rap, slope paving, etc., establish vegetation.

Section 14

1. Cover letter shall include Engineer's signature.
2. Provide final development permit from Walker County.
3. Provide 10% maintenance bond. (Walker County Court approved a 6-month maintenance bond)
4. The following punch list items shall be corrected:

Sandpiper – Regrade ditch and side wall on both sides of the street where erosion is visible, establish vegetation.

Sandpiper and Prosperity Ct – station 4.00+7.00 - Regrade ditch and side wall where water is holding and erosion is visible, establish vegetation.

Sandpiper east of station 26+76 by driveway - Regrade ditch and side wall on both sides of the street where erosion is visible, establish vegetation.

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At end of Sandpiper – Driveway on north side of Sandpiper – update plans to reflect center drainage access installed in culvert.

Sandpiper lot 33, block 37 - Relocate meter box that is in the ROW.

Larkspur lot 47, block 37 - Final grade above fire hydrant traffic flange, regrade dirt around fire hydrant to below flange, or install extension on fire hydrant, establish vegetation, locate fire hydrant outside of ditch flowline, near high bank, establish vegetation.

Larkspur at station 8+00 - Regrade ditch so water is not standing, establish vegetation.

Larkspur lot 52, block 37 - Regrade ditch and side wall where erosion is visible, establish vegetation.

Larkspur lot 54, block 37 - Regrade ditch and side wall where erosion is visible, establish vegetation.

Larkspur and Prosperity - Regrade ditch so water is not standing, establish vegetation.

Larkspur at pipeline easement – Regrade ditch and side wall to continue drainage across pipeline crossing instead of drainage diverting, establish vegetation.

Show all pipelines in project at street crossings and verify depth of pipelines at street crossings.



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Larkspur and Dipping Vat - Locate fire hydrant outside of ditch flow line near high bank, establish vegetation.

Larkspur and Dipping Vat - Regrade ditch and side wall where erosion is visible, establish vegetation.

General

1. Update all plans to match actual street names on the street signs.
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3. If a sheet within the as-built plan set is modified, resubmit a full plan set. Partial plan sets will not be accepted.

Please take the necessary measures to complete all of the listed deficient items as soon as possible. Failure to complete these items in a timely manner may result in additional deficiencies being noted if current conditions deteriorate.

Sincerely,

Pat Riley

Construction Manager, Bleyle Engineering

Attachments:

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December 13, 2021

Mr. Andy Isbell
Walker County Planning & Development Department
1313 University Ave.
Walker County, TX 77340


Re: Texas Grand Ranch Section 6 – Certification of Completion

Dear Mr. Isbell,

This letter serves as certification that the roadways, drainage improvements and other improvements within Texas Grand Ranch Section 6 have been completed and installed in accordance with the approved construction plans and the Walker County Subdivision Regulations in effect at the time of approval, except where a specific variance had been granted by the Walker County Commissioners Court.

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Sincerely,


Brett Wyant, PE
Spear Point Engineering, LLC



12/13/2021


Renee Howes

**CERTIFICATION OF STREETS AND ROADS
TEXAS GRAND RANCH SUBDIVISION, SECTION SIX
ORDER # 2022-36**

The Commissioner's Court of Walker County, Texas does hereby grant an order certifying the substantial completion of construction for the regulated infrastructure including streets and related drainage features of the Texas Grand Ranch Subdivision, Section 6, having determined that the regulated infrastructure to be in substantial compliance with the requirements of the Walker County Subdivision Regulations and/or specific variances granted by Commissioner's Court action.

This order is issued in reliance upon, and conditioned on, the plans, studies, inspections, and certifications as presented by the applicant's contractors, including but not limited to I Texas Grand Ranch, LLC / Renee Howes, Spear Point Engineering, LLC, T.S.I. Laboratories, Inc. , Namken, Inc. , and Slott Construction.

This order applies to the review of infrastructure as required and regulated under the Walker County Subdivision Regulations as called for in Section 7.7 of same, and is issued only in relation to the regulatory compliance of said infrastructure. This order is not intended to reflect any certification related to the installation of utilities or other improvements that may have been included in the plans or installed within the subdivision outside of this regulated infrastructure. This order does not act to accept the subject facilities and public maintenance.

Attachments: Developer's Certification, Engineer's Certification

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COUNTY OF WALKER §

This is to certify that the Commissioner Court of Walker County, Texas has on this **18th day of January 2022**, approved this.

ROBERT D. PIERCE, County Judge

DANNY KUYKENDALL, Comm. Prec. 1

RONNIE WHITE, Comm. Prec. 2

BILL DAUGETTE, Comm. Prec. 3

JIMMY D. HENRY, Comm. Prec. 4

To: Walker County

From: Renée Howes

Date: 7-20-2021

RE: TGR S 6

The Developer is certifying that Texas Grand Ranch LLC Section 6 has been constructed to Walker County Standards and is requesting we enter into a maintenance bond period.


Renée Howes



BLEYL ENGINEERING
PLANNING • DESIGN • MANAGEMENT

100 Nugent Street
Conroe, TX 77301
(936) 441-7833

December 13, 2021

Walker County
1313 University Avenue
Huntsville, Texas 77340

Attention: Andrew Isbell, Director of Planning & Development

Reference: Subdivision One Year Warranty Walkthrough Inspection for Texas Grand Ranch
Subdivision, Sections 6, 8, 9, 10, 11, 14

Attendees: Commissioner Ronnie White, Walker County
Jacob Slott, Slott Construction
Steffanie DeLoss, P.E., Bleyl Engineering
Doug Phillips, Inspector, Bleyl Engineering
Pat Riley, Construction Manager, Bleyl Engineering

Bleyl No. 90500

Bleyl Engineering ("Engineer") reviewed the documents submitted for final certification for Walker County and performed a final walk-through on December 1, 2021, for the above referenced projects. The following notes the deficiencies by section:

Section 6

1. Cover letter shall include Engineer's signature.
2. Provide 10% maintenance bond. (Walker County Court approved a 6-month maintenance bond)
3. The following punch list items shall be corrected:

Larkspur & Dipping Vat - Locate fire hydrant outside of ditch flowline, near high bank, establish vegetation.

Larkspur & Dipping Vat - Regrade ditch and side wall where erosion is visible, establish vegetation.
--

Dipping Vat lot 3, block 37 – west side of road - Regrade ditch side wall where erosion is visible, establish vegetation.

Dipping Vat & Ruger - Regrade ditch and side wall where erosion is visible at intersection, provide additional erosion control such as rip rap, slope paving, etc., establish vegetation.

Dipping Vat lot 271 - Locate fire hydrant outside of ditch flow line near high bank, establish vegetation.
--

Dipping Vat station 55+65 east and west side of street, at inlets - Regrade ditch and side wall where erosion is visible, establish vegetation.

Conroe

Bryan

bleylengineering.com

Austin

Houston

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Tex Reg. No. F-678



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100 Nugent Street
Conroe, TX 77301
(936) 441-7833

Dipping Vat station 55+65 east and west side of street, at inlets – The 17 LF of 42" storm was not installed. Correct plans & provide proof the inlet has capacity for its drainage area or complete construction per design.

Windmill & Holiday on north side – Provide culvert at temporary driveway, establish vegetation.

Dipping Vat & Windmill – Replace missing street marking sign.

Provide all piping easements, sizes, material, product, & ownership on construction plans.

Show all pipelines in project at street crossings and verify depth of pipelines at street crossings.

Establish 70% perennial coverage along all right-of-way and drainage improvements.

Section 8

1. Provide 10% maintenance bond. (Walker County Court approved a 6-month maintenance bond)

Section 9

1. Correct Documents received.

Section 10

1. Cover letter shall include Engineer's signature.
2. Provide final development permit from Walker County.
3. Plan Sheets 18, 26, 27, and 30, fuzzy and hard to read – replace sheets with legible sheets.
4. The following punch list items shall be corrected:

Lonestar and Dipping Vat - Regrade ditch and side wall where erosion is visible, establish vegetation.

624 Lonestar – Final grade above fire hydrant traffic flange, regrade dirt around fire hydrant to below flange, or install extension on fire hydrant, establish vegetation.

703 Lonestar - Final grade above fire hydrant traffic flange, regrade dirt around fire hydrant to below flange, or install extension on fire hydrant, establish vegetation.

806 Lonestar - Final grade above fire hydrant traffic flange, regrade dirt around fire hydrant to below flange, or install extension on fire hydrant, establish vegetation.

Gray Feather lot 43, block 22 – Regrade ditch and side wall where erosion is visible at creek crossing, provide additional erosion control such as rip rap, slope paving, etc., establish vegetation.

Copper Leaf lot 50, block 22, end of cul-de-sac – Major erosion - regrade ditch and side wall where erosion is visible, establish vegetation.

Lone Star & Copper Leaf - Regrade ditch and side wall where erosion is visible at intersection, establish vegetation.

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Lone Star & Feldspur - Regrade ditch and side wall where erosion is visible at intersection, establish vegetation.
Azurite Rd lot 45, block 27 - Regrade ditch and side wall where erosion is visible at cross culvert, establish vegetation.
Granite and Sky Oak - Regrade ditch and side wall where erosion is visible between Sky Oak and cul-de-sac, establish vegetation.
Granite and Sky Oak - Regrade ditch and side wall where erosion is visible at intersection, establish vegetation.
Sky Oak lot 103, block 22 - Regrade ditch and side wall where erosion is visible, establish vegetation.
Lonestar south of Copper Leaf - Regrade ditch and side wall where erosion is visible at cross culvert, establish vegetation.
Lonestar & Rim Rock - Relocate fire hydrant and water valves outside of ditch flowline, near high bank, establish vegetation.
Rim Rock – North & South - Regrade ditch and side wall where erosion is visible, establish vegetation.
Lonestar station 35+00 - Regrade ditch and side wall where erosion is visible, establish vegetation.
Lonestar at station 17+96 – Inlets on both side of street arrear to be above final street grade, establish mediation of possible water over the street at this location.
Lonestar at station 1+00 – Inlets on both side of street arrear to be above final street grade, establish mediation of possible water over the street at this location.

Section 11

1. Letter from developer to County requesting County Maintenance not signed by developer.
2. Provide final development permit from Walker County.
3. Plan Sheets 9, 10, 15, 17, 18, 19, 20, 21, and 25, fuzzy and hard to read – replace sheets with legible sheets.
4. The following punch list items shall be corrected:

Sanctuary Rd. - Across from lot 86 block 24 - Regrade ditch and side wall where erosion is visible, establish vegetation.
Sanctuary Rd. Lot 86, block 24 - Final grade above fire hydrant traffic flange, regrade dirt around fire hydrant to below flange, or install extension on fire hydrant, establish vegetation.
Sanctuary Rd. lot 86, block 24 - Regrade ditch and side wall where erosion is visible at culvert and headwall, provide additional erosion control such as rip rap, slope paving, etc., establish vegetation.
Sanctuary Rd and Dawn - Regrade ditch and side wall where erosion is visible on both sides of intersection, establish vegetation.
Sanctuary Rd and Tranquil – Erosion close to street base - Regrade ditch and side wall where erosion is visible on both sides of intersection, establish vegetation.



Sanctuary Rd and Tranquil – Locate fire hydrant outside of ditch flowline, near high bank, establish vegetation.

104 Tranquil - Regrade ditch and side wall where erosion is visible at culvert and headwall, provide additional erosion control such as rip rap, slope paving, etc., establish vegetation.

Section 14

1. Cover letter shall include Engineer's signature.
2. Provide final development permit from Walker County.
3. Provide 10% maintenance bond. (Walker County Court approved a 6-month maintenance bond)
4. The following punch list items shall be corrected:

Sandpiper – Regrade ditch and side wall on both sides of the street where erosion is visible, establish vegetation.

Sandpiper and Prosperity Ct – station 4.00+7.00 - Regrade ditch and side wall where water is holding and erosion is visible, establish vegetation.

Sandpiper east of station 26+76 by driveway - Regrade ditch and side wall on both sides of the street where erosion is visible, establish vegetation.

Sandpiper at station 26+76 by driveway - Locate fire hydrant outside of ditch flowline, near high bank, establish vegetation.

Sandpiper & Larkspur at station 8+13 - Regrade ditch and side wall where erosion is visible, establish vegetation.

At end of Sandpiper – Driveway on north side of Sandpiper – center drainage access to culvert not in place. Install center culvert access.

At end of Sandpiper – Driveway on north side of Sandpiper – update plans to reflect center drainage access installed in culvert.

Sandpiper lot 33, block 37 - Relocate meter box that is in the ROW.

Larkspur lot 47, block 37 - Final grade above fire hydrant traffic flange, regrade dirt around fire hydrant to below flange, or install extension on fire hydrant, establish vegetation, locate fire hydrant outside of ditch flowline, near high bank, establish vegetation.

Larkspur at station 8+00 - Regrade ditch so water is not standing, establish vegetation.

Larkspur lot 52, block 37 - Regrade ditch and side wall where erosion is visible, establish vegetation.

Larkspur lot 54, block 37 - Regrade ditch and side wall where erosion is visible, establish vegetation.

Larkspur and Prosperity - Regrade ditch so water is not standing, establish vegetation.

Larkspur at pipeline easement – Regrade ditch and side wall to continue drainage across pipeline crossing instead of drainage diverting, establish vegetation.

Show all pipelines in project at street crossings and verify depth of pipelines at street crossings.



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100 Nugent Street
Conroe, TX 77301
(936) 441-7833

Larkspur and Dipping Vat - Locate fire hydrant outside of ditch flow line near high bank, establish vegetation.

Larkspur and Dipping Vat - Regrade ditch and side wall where erosion is visible, establish vegetation.

General

1. Update all plans to match actual street names on the street signs.
2. Update all construction plans to include existing pipelines, including owner, size, product, material, and easement dedication information. Where the pipelines cross the street, show the pipeline in the profile at the verified depth.
3. If a sheet within the as-built plan set is modified, resubmit a full plan set. Partial plan sets will not be accepted.

Please take the necessary measures to complete all of the listed deficient items as soon as possible. Failure to complete these items in a timely manner may result in additional deficiencies being noted if current conditions deteriorate.

Sincerely,

Pat Riley

Construction Manager, Bleyle Engineering

Attachments:

Conroe

Bryan

bleyleengineering.com

Austin

Houston

Advancing stronger, safer communities across Texas since 1997.

Tex Reg. No. F-678

PERFORMANCE BOND

COPY

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

I Texas Grand Ranch, LLC

183 Water Street, Williamstown, MA 01267

OWNER (Name and Address):

Walker County Judge and/or successors or assigns

1313 University Avenue, Huntsville, TX 77340

SURETY (Name and Address of Principal Place of Business):

International Fidelity Insurance Company

One Newark Center

Newark, NJ 07102-5207

CONTRACT

Date: June 1, 2020

Amount: \$1,001,997.19

One Million One Thousand Nine Hundred Ninety Seven Dollars and 19/100

Description (Name and Location): Texas Grand Ranch Unit 14 Street and Drainage Facilities

BOND

Bond Number: 0763083

Date (Not earlier than Contract Date): June 1, 2020

Amount: \$1,001,997.19

One Million One Thousand Nine Hundred Ninety Seven Dollars and 19/100

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: I Texas Grand Ranch, LLC

Signature: [Signature] (Seal)

Name and Title:

Thomas Casda
Authorized Signatory and
Officer of Patton Special Assets, LLC
its Manager

(Space is provided below for signatures of additional parties, if required.)

SURETY

International Fidelity Insurance Company

Surety's Name and Corporate Seal

By: [Signature]

Signature and Title

Deron K. Treadwell

(Attach Power of Attorney) Attorney-in-Fact

Attest: [Signature]

Signature and Title Eric R. Toothaker

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (Seal)

Name and Title:

SURETY

(Seal)

Surety's Name and Corporate Seal

By: _____

Signature and Title

(Attach Power of Attorney)

Attest: _____

Signature and Title:

EJCDC No. C-610 (2002 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.
2. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 3.1.
3. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
 - 3.1. Owner has notified Contractor and Surety, at the addresses described in Paragraph 10 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
 - 3.2. Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 3.1; and
 - 3.3. Owner has agreed to pay the Balance of the Contract Price to:
 1. Surety in accordance with the terms of the Contract;
 2. Another contractor selected pursuant to Paragraph 4.3 to perform the Contract.
4. When Owner has satisfied the conditions of Paragraph 3, Surety shall promptly and at Surety's expense take one of the following actions:
 - 4.1. Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and Contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
 2. Deny liability in whole or in part and notify Owner citing reasons therefor.
5. If Surety does not proceed as provided in Paragraph 4 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 4.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.
6. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To a limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:
 - 6.1. The responsibilities of Contractor for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions or failure to act of Surety under Paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.
7. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.
8. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
 - 12.2. Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or comply with the other terms thereof.

FOR INFORMATION ONLY – Name, Address and Telephone
Surety Agency or Broker
Owner's Representative (engineer or other party)

Cross Surety, Inc.
 485 Main Street
 Lewiston, ME 04240
 207-786-6750

POWER OF ATTORNEY

Bond # 0763083

HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

CHRISTINE E. WATSON, BLAIR E. TORELLI, ROYCE M. CROSS, MICHELLE V. ORLANDO, MICHAEL A. VINER, DERON K. TREADWELL

Lewiston, ME

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2018, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley, a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, June 1, 2020

A00327

Irene Martins, Assistant Secretary

PERFORMANCE BOND

Bond # 0726146

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

I Texas Grand Ranch, LLC
183 Water Street
Williamstown, MA 01267

OWNER (Name and Address):

County Judge or his successor in office
Walker County
1313 University Avenue
Huntsville, Texas 77340

SURETY (Name and Address of Principal Place of Business):

International Fidelity Insurance Company
One Newark Center, 20th Floor
Newark, New Jersey 07102

*(A Company authorized to do business in and become
sole surety on bonds in the State of Texas)*

COPY

CONTRACT

Date: December 11, 2017

Amount: **\$781,880.00** Seven Hundred Eighty One Thousand Eight Hundred Eighty Dollars and no/100

Description: **Texas Grand Ranch Unit 6 – Street and Drainage Facilities**

BOND

Bond Number: **0726146**

Date December 11, 2017

Amount: **\$781,880.00** Seven Hundred Eighty One Thousand Eight Hundred Eighty Dollars and no/100

Modifications to this Bond Form: **None**

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: **I Texas Grand Ranch, LLC**

Signature: Thomas A. Gajda (seal)

By: **Thomas A. Gajda, Authorized Signatory**
Patten Special Assets, LLC, its Manager

(Space is provided below for signatures of additional parties, if required)

CONTRACTOR AS PRINCIPAL

Company:

Signature: _____ (seal)

SURETY

International Fidelity Insurance Company

Signature: _____ (seal)

By: Grace J. Gray
Signature and Title **Grace J. Gray, Attorney-In-Fact**
(Attach Power of Attorney)

Attest: Donna M. Bishop
Signature and Title **Donna M. Bishop, Attorney-In-Fact**

SURETY

By: _____

Signature and Title
(Attach Power of Attorney)

Attest: _____

Signature and Title

POWER OF ATTORNEY

INTERNATIONAL FIDELITY INSURANCE COMPANY ALLEGHENY CASUALTY COMPANY

ONE NEWARK CENTER, 20TH FLOOR NEWARK, NEW JERSEY 07102-5207

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and ALLEGHENY CASUALTY COMPANY, a corporation organized and existing under the laws of the State of New Jersey, having their principal office in the City of Newark, New Jersey, do hereby constitute and appoint

ERIC P. PRATT, KATHLEEN M. O'BRIEN, DIANE J. WOJCIK, DONNA M. BISHOP, GRACE J. GRAY

COPY

North Adams, MA.

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 20th day of July, 2010 and by the Board of Directors of ALLEGHENY CASUALTY COMPANY at a meeting duly held on the 15th day of August, 2000:

"RESOLVED, that (1) the President, Vice President, Chief Executive Officer or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY have each executed and attested these presents on this 31st day of December, 2015.



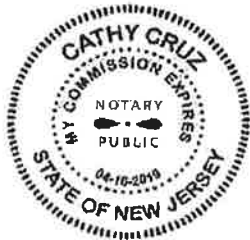
STATE OF NEW JERSEY
County of Essex

ROBERT W. MINSTER
Chief Executive Officer (International Fidelity Insurance Company) and President (Allegheny Casualty Company)



On this 31st day of December 2015, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.



A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires April 16, 2019

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY and ALLEGHENY CASUALTY COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this

11th

day of

December 2017

MARIA BRANCO, Assistant Secretary



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January 06, 2022

Mr. Andrew Isbell
Walker County Planning & Development
1313 University Avenue
Huntsville, TX 77340

Re: Plan Review No. 4
3 Hill RV Park
Walker County
GLS Job No. 357008

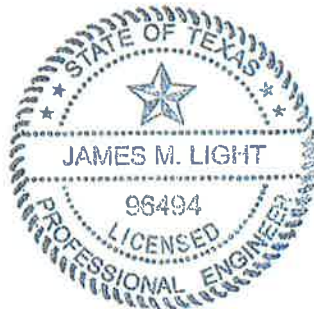
Mr. Isbell:

We have reviewed the Revised Civil Plans dated 11/05/2021 (fourth submittal), IDP for the project dated 11/05/2021, an updated drainage report dated 11/05/2021, and Engineer's Opinion of Construction Costs as they relate to the Walker County Manufactured Home Rental Community Regulations (MHRCR). All comments had been addressed previously based on our November 30th letter. This review was made to ensure that the County received the correct final documents listed above as it relates to this project. These documents match what I received and reviewed previously. The Engineers Opinion of Construction Cost was reviewed with this submittal and appears to be reasonable.

Goodwin-Lasiter-Strong has conducted this review on behalf of Walker County. Goodwin-Lasiter-Strong and Walker County do not accept any responsibility for the design or accuracy of the construction drawings. All construction shall meet the regulations adopted by Walker County. The review and the comments listed are not intended to waive the applicant's responsibility to comply with applicable laws, regulations, and orders. Please contact me at (979) 776-9700 or jlight@glstexas.com if you have questions or require additional information.

Sincerely,

James Light, P.E.
JL/je



1-06-2022

TOTAL AREA USING OSSF/WELL WATER:
 LOT 1=3161.63 SF
 LOTS 2-39=(3,040 SF)*(38 LOTS)=115,520.00 SF
 + LOT 40=2931.37 SF
 TOTAL = 121,613.00 SF = 2.79 AC

City of Huntsville
 Control Point No. 7014
 N: 10,285,033.41 Ft.
 E: 3,793,506.86 Ft.
 Elev: 281.70 Ft.

City of Huntsville
 Control Point No. 7013
 bears S 22°07'11" E 2272.17'
 having published coord. of
 N: 10,282,928.48 Ft.
 E: 3,794,362.43 Ft.
 Elev: 288.95 Ft.

ABC INVESTORS GROUP INC
 STEPHENS T (A-49), TRACT 57.1, ACRES 5.19
 V. 834, P. 510, DEED NO. 8525 W.C.O.P.R.

CODY A & TABATHA R HILL
 STEPHENS T (A-49), TRACT 57,
 ACRES 14.91
 DEED NO. 55451 W.C.O.P.R.

DAVID F & CHERYL L KELLEY
 STEPHENS T (A-49), TRACT 58, ACRES 24.08
 V. 167, P. 521 W.C.O.P.R.

CLAUDE M & EMILIANE WILLIAMS
 STEPHENS T (A-49), TRACT 59.3, ACRES 28.24, ETJ
 DEED NO. 59783 W.C.O.P.R.

JAMES P &
 COLLEEN G HARRIS
 STEPHENS T
 (A-49), TRACT
 44.3, ACRES 2.0,
 ETJ
 V. 393, P. 575
 W.C.O.P.R.

0 50 100 200
 SCALE: 1" = 100'

LEGEND

- PROP CRUSHED ROCK
- PROP 5' GRAVEL WALKWAY
- PROP ASPHALT PER WALKER COUNTY PAVING STANDARDS
- PROP PROPERTY BOUNDARY
- PROP RV LOT BOUNDARY
- PROP CONTOURS
- EX CONTOURS

NOTES:

1. THIS SURVEY HAS BEEN COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, NO ABSTRACTING WAS COMPLETED BY THE SURVEYOR WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SUBJECT PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR.
2. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NOS. 48471C0240D AND 48471C0250D, EFF. DATE AUGUST 16, 2011, NONE OF THE SUBJECT PROPERTY LIES WITHIN AREAS OF MINIMAL FLOOD HAZARD ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
3. ALL UTILITIES ARE TO BE PRIVATE
4. EACH RENTAL LOT WILL BE 38'X80' AT A 30° ROTATION FROM THE MAIN DRIVE AISLE

SURVEYOR'S NOTES

1. Coordinates, bearings, distances and elevations hereon are Grid (NAD83), Texas Central Zone as determined by G.P.S. observations and based upon City of Huntsville Mapping Control Network point numbers 7013 and 7014 having published coordinates of N: 10,282,928.48 Ft., E: 3,794,362.43 Ft., Elev: 288.95 Ft. and N: 10,285,033.41 Ft., E: 3,793,506.86 Ft., Elev: 281.70 Ft. respectively. Distances may be converted to GEODETIC HORIZONTAL (surface) by dividing by a combined scale factor 0.99990.
2. Property corners were located based upon the most recent survey of public record. The right-of-way for FM 247 was not determined in this scope of work.
3. This Tract was surveyed on the ground March 31, 2021, and this plan correctly represents the conditions on that date.

REFERENCED BENCHMARKS

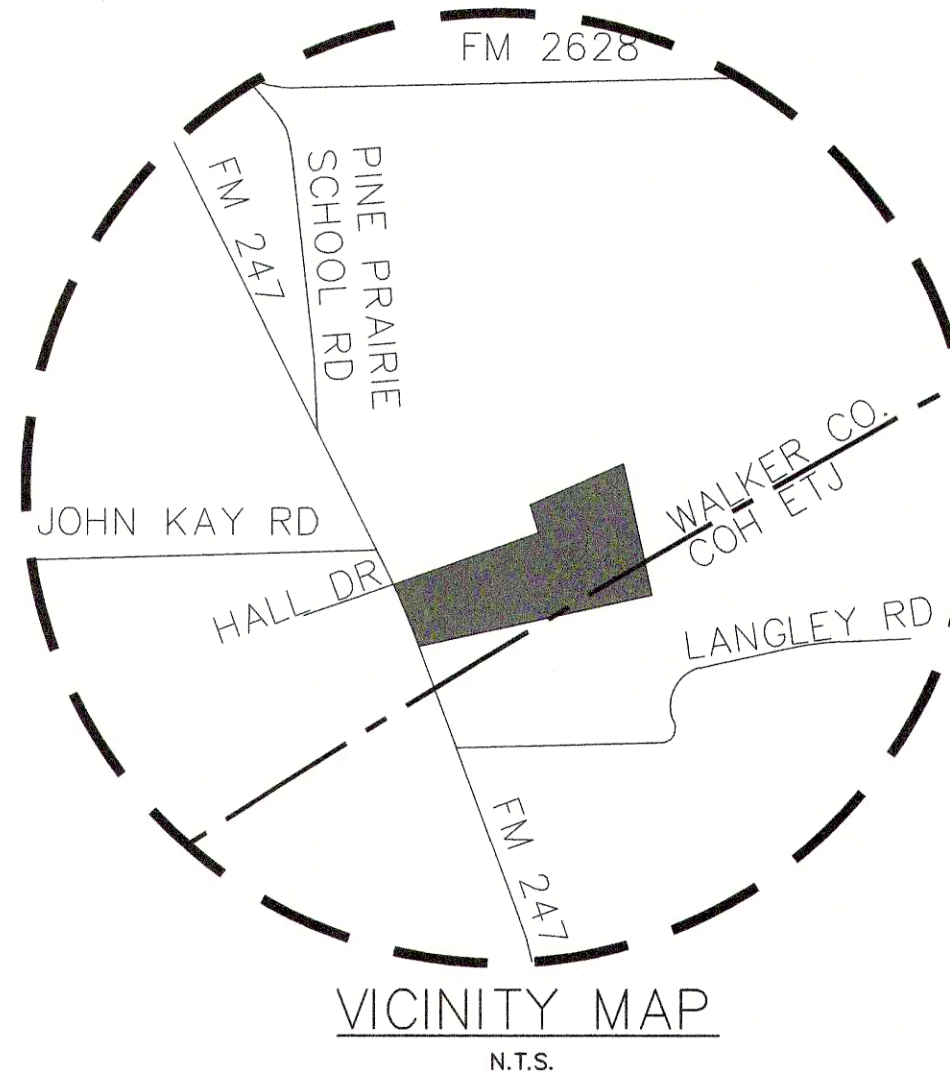
CITY OF HUNTSVILLE CONTROL PT 7013
 N: 10,282,928.48
 E: 3,794,362.43
 ELEV: 288.95

CITY OF HUNTSVILLE CONTROL PT 7014
 N: 10,285,033.41
 E: 3,793,506.86
 ELEV: 281.70

3 HILLS RV PARK IDP

PROJECT #:1173

DATE:11/5/2021

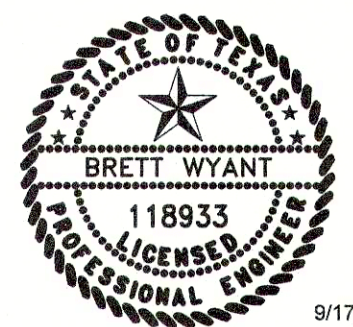


Owner: Cody Hill

Cody Hill

I, Michael A. Namken, certify that this plat represents a survey made on the ground under my supervision and that all corners and monuments are as shown hereon.

Signed *Michael A. Namken*
 Michael A. Namken
 Reg. Prof. Land Surveyor No. 6533



9/17/2021

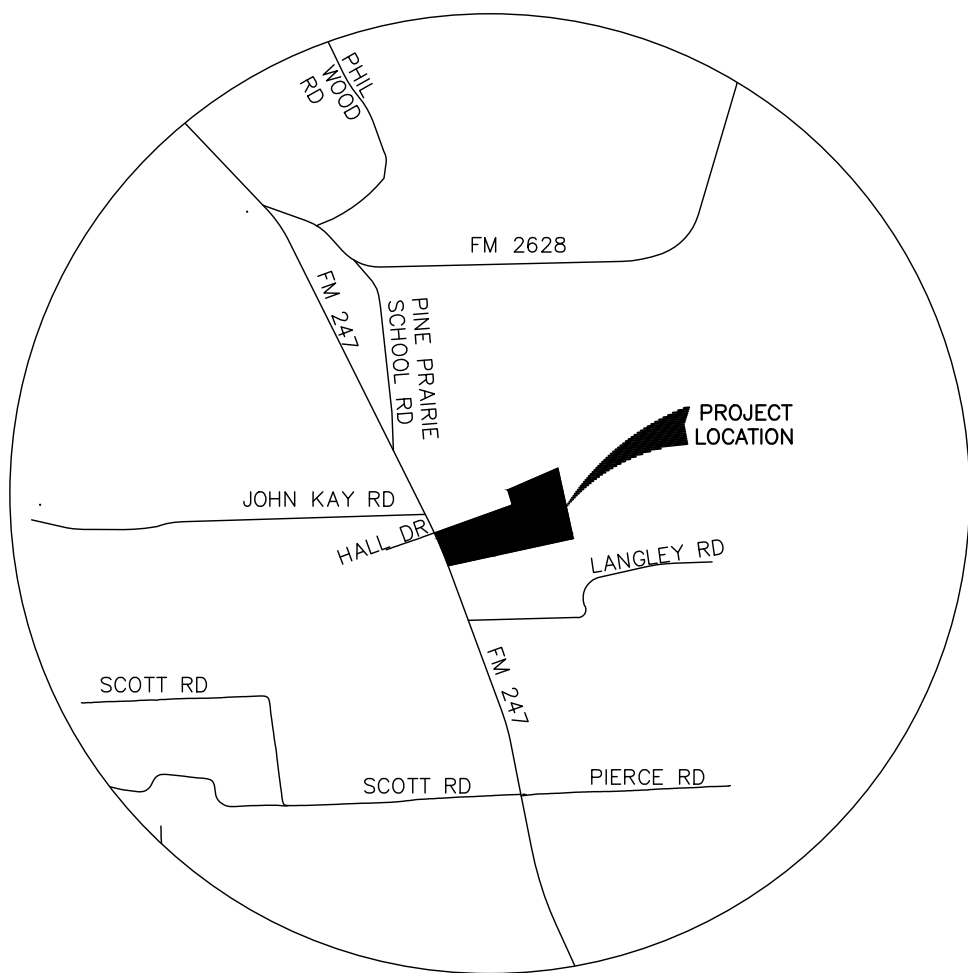
Michael A. Namken



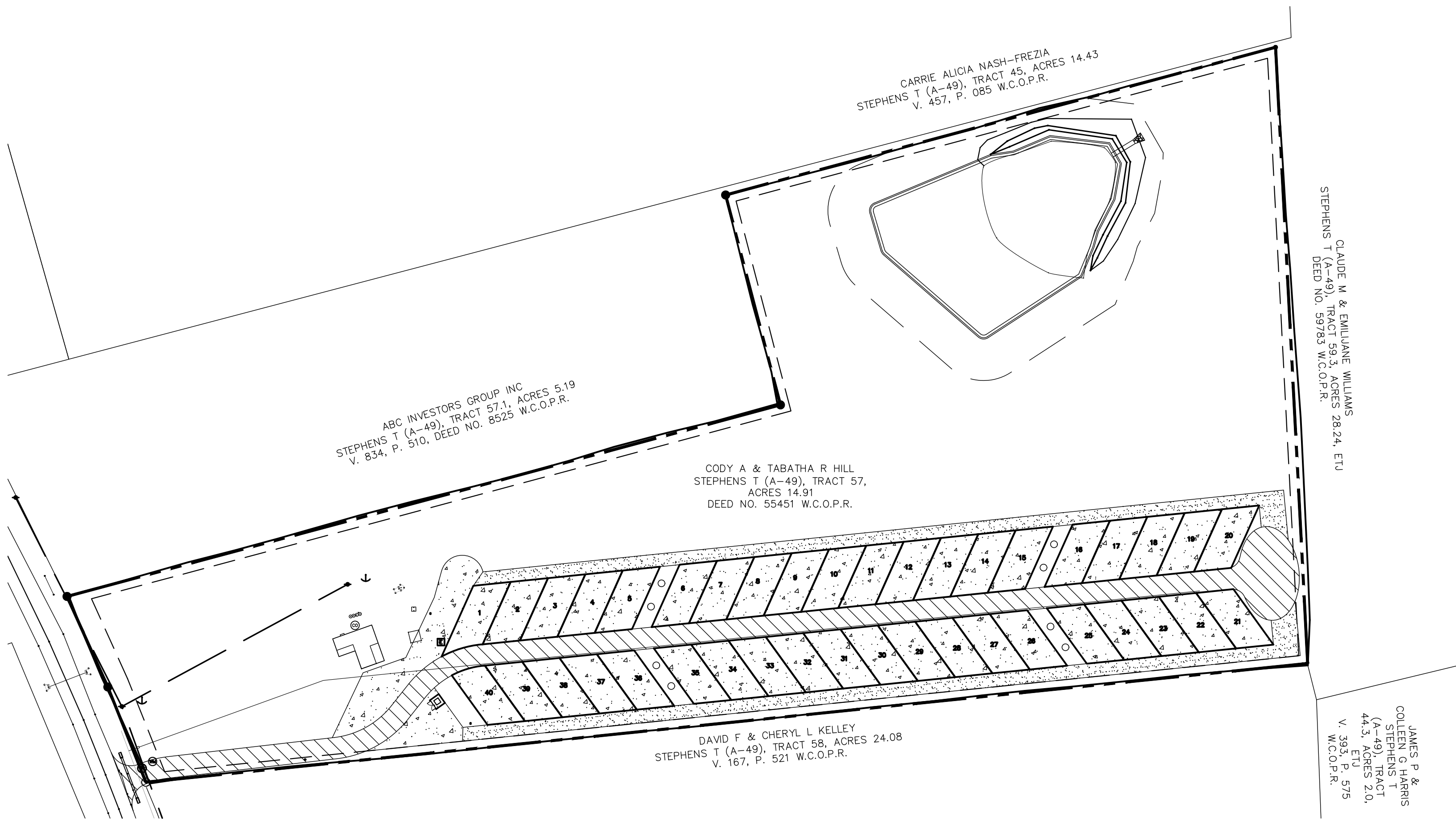
SPEAR POINT ENGINEERING, LLC

TBPE Firm No. 18904
 604 W. WORTHAM ST., STE 100
 WILLIS, TX 77378
 936-256-2626

CONSTRUCTION PLANS FOR PAVING & DRAINAGE TO SERVE 3 HILLS RV PARK NOVEMBER, 2021



VICINITY MAP
SCALE : NONE
WALKER COUNTY



Sheet List Table	
SHEET NUMBER	SHEET TITLE
1	COVER SHEET
2	LEGEND AND NOTES
3	SITE & UTILITY PLAN
4	DRAINAGE PLAN
5	GRADING PLAN
6	CONSTRUCTION DETAILS
7	CONSTRUCTION NOTES
8	TEMPORARY EROSION CONTROL PLAN

CAUTION!!
BEFORE YOU DIG – CALL

DIG TESS

(800) 344-8377

ENERGY

(800) 368-3749

CONSOLIDATED COMMUNICATIONS

811 FOR BURIED OR SERVICE
1-(888) 800-1611

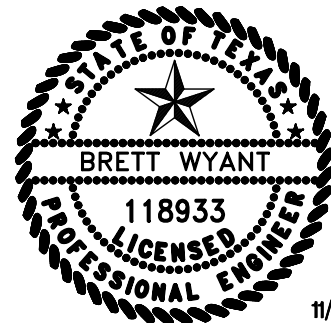
LONE STAR NOTIFICATION CENTER

(800) 669-8344

RELIANT ENERGY ENTEX

- NOTES:
1. THIS SURVEY HAS BEEN COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. NO ABSTRACTING WAS COMPLETED BY THE SURVEYOR WITH REGARD TO ANY RECORDED EASEMENTS, RIGHTS-OF-WAY OR SETBACKS AFFECTING THE SUBJECT PROPERTY. NO ADDITIONAL RESEARCH REGARDING THE EXISTENCE OF EASEMENTS, RESTRICTIONS, OR OTHER MATTERS OF RECORD HAS BEEN PERFORMED BY THE SURVEYOR.
 2. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83.
 3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP NOS. 48471C0240D AND 48471C0250D, EFF. DATE AUGUST 16, 2011, NONE OF THE SUBJECT PROPERTY LIES WITHIN AREAS OF MINIMAL FLOOD HAZARD ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY.
 4. THE SURVEY CORRECTLY SHOWS THE AREA OF THE SUBJECT PROPERTY.
 5. ELEVATIONS SHOWN HEREON ARE BASED ON NAVD88, GEOID 12A, GPS OBSERVATIONS, US SURVEY FEET.

REFERENCED BENCHMARKS	
CITY OF HUNTSVILLE CONTROL PT 7013 (BEARS S 22°07'11" E 2272.17') N: 10,282,928.48 E: 3,794,362.43 ELEV: 288.95	CITY OF HUNTSVILLE CONTROL PT 7014 N: 10,285,033.41 E: 3,793,506.86 ELEV: 281.70



Brett Wyant
PE

COVER SHEET

3 HILLS RV PARK

900 FM 247, WALKER COUNTY, TX

SPEAR POINT ENGINEERING, LLC

TBPE Firm No. 18904
604 W. WORSHAM STREET
Willis, Texas 77378
(936) 718-1998

PREPARED FOR:
CODY HILL
9721 CYPRESSWOOD DRIVE #513
HOUSTON, TX 77070

JOB #
1173

SHEET:
1 OF: 8

SYMBOLS LEGEND

PLAN VIEW	PROPOSED	EXISTING
STORM SEWER INLET (CURB TYPE)		
STORM SEWER MANHOLE		
SANITARY SEWER MANHOLE		
WATER TAPPING SLEEVE & VALVE		
WATER LINE GATE VALVE & BOX		
FIRE HYDRANT		
BLOW OFF VALVE & PLUG		
REDUCER		
SANITARY SEWER STACK		
SANITARY SEWER CLEANOUT		
SANITARY SEWER WYE		
UTILITY ENCASEMENT		
STREET LIGHTS		
DRAINAGE FLOW		
WATER WELL		
GROUND STORAGE TANK		
ELEVATED STORAGE TANK		
STORM SEWER MANHOLE		
SANITARY SEWER MANHOLE		

STORM SEWER:		CUMULATIVE RUNOFF IN ACRES
		CUMULATIVE RUNOFF IN C.F.S.
INTERNAL DRAINAGE:		RUNOFF IN ACRES
		RUNOFF IN C.F.S.
INLETS:		RUNOFF IN ACRES
		RUNOFF IN C.F.S.

ABBREVIATIONS

AE	ACCESS EASEMENT
ARV	AIR RELEASE VALVE
ASPH	ASPHALT
BL	BUILDING LINE
BW	BOTTOM OF WALL
CL	CENTERLINE
CONC	CONCRETE
DA	DRAINAGE AREA
DE	DRAINAGE EASEMENT
DWY	DRIVEWAY
EA	EACH
ESMT	EASEMENT
EP	EDGE OF PAVEMENT
EXIST	EXISTING
FF	FINISHED FLOOR
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FND.	FOUND
FP	FLOODPLAIN
FW	FLOODWAY
GV	GATE VALVE
GV&B	GATE VALVE AND BOX
GFL	GUTTER FLOW LINE
GW or GUY	GUY WIRE
HDPE	HIGH DENSITY POLYETHYLENE PIPE
INT	INTERSECTION
I.P. or IP	IRON PIPE
I.R. or IR	IRON ROD
JB	JUNCTION BOX
LT	LEFT
LF	LINEAR FEET
MH	MANHOLE
MEP	MATCH EXISTING PAVEMENT
MAX	MAXIMUM
MIN	MINIMUM
NG	NATURAL GROUND
PVMT	PAVEMENT
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PVI	POINT OF VERTICAL INTERSECTION
PVC	POLYVINYL CHLORIDE PIPE
PP	POWER POLE
PROP	PROPOSED
RED	REDUCER
RT	RIGHT
ROW	RIGHT OF WAY
SAN SWR	SANITARY SEWER
SHT	SHEET
SHLDR	SHOULDER
SINGL	SINGLE
SQ	SQUARE FEET
STA	STATION
TEMP	TEMPORARY
TC	TOP OF CURB
TG	TOP OF GRATE
TP	TOP OF PAVEMENT
TW	TOP OF WALK
TPE	TREE PRESERVATION EASEMENT
TPZ	TREE PRESERVATION ZONE
TYP	TYPICAL
UE	UTILITY EASEMENT
WL	WATER LINE
WTR SVC	WATER SERVICE
WSE	WATER SURFACE ELEVATION

STORM SEWER NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING, MAINTAINING, AND RESTORING ANY BACKSLOPE DRAINAGE SYSTEMS DISTURBED AS A RESULT OF HIS WORK.
2. ALL DITCHES SHALL BE GRADED AND/OR REGRADED TO PROPOSED ELEVATIONS TO ENSURE PROPER DRAINAGE. ALL OUTFALLS SHALL BE PROPERLY BACKFILLED AND COMPACTED AND ALL DISTURBED AREAS SHALL BE REGRADED, COMPACTED, SEED,ED, AND FERTILIZED WITHIN 10 WORKING DAYS OF EACH OCCURRENCE. (NO SEPARATE PAYMENT).
3. CONTRACTOR SHALL FIELD VERIFY EXISTING NATURAL GROUND ELEVATIONS PRIOR TO CULVERT CONSTRUCTION.
4. NO IMPROVEMENTS WILL BE ALLOWED OR CONSTRUCTED WITHIN THE NATURE TRAIL EASEMENT WHICH WILL IMPACT THE DRAINAGE OF THE DEVELOPMENT.

PAVING NOTES

1. CONTRACTOR TO OBTAIN ALL PERMITS REQUIRED BY WALKER COUNTY FOR CONSTRUCTION WITHIN THE COUNTY ROAD RIGHT-OF-WAY FOR THE OWNER.
2. PAVING CONTRACTOR SHALL PROTECT WATER, SEWER, AND DRAINAGE FACILITIES, AND WILL REPLACE AT THEIR EXPENSE ANY FACILITIES DAMAGED DURING PAVING OPERATIONS. ALL MANHOLES FALLING WITHIN PAVEMENT AREA SHALL BE ADJUSTED TO FINISHED GRADE BY PAVING CONTRACTOR WITHOUT THE USE OF BLOCKOUTS WHEN DIRECTED BY OWNER.
3. PAVING SHALL BE IN ACCORDANCE WITH WALKER COUNTY SUBDIVISION REGULATIONS RELATING TO THE APPROVAL AND ACCEPTANCE OF IMPROVEMENTS IN SUBDIVISIONS OR RE-SUBDIVISIONS AND THE LATEST REVISIONS AND/OR AMENDMENTS OF SAME.
4. CONDITION OF THE EXISTING ROAD AND / OR RIGHT-OF-WAY, UPON COMPLETION OF JOB, SHALL BE AS GOOD AS CONDITION OF THE ROAD AND / OR RIGHT-OF-WAY, PRIOR TO STARTING WORK.
5. ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION. DRAINAGE DITCHES OR STRUCTURES DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE OWNING AUTHORITY. ALL CONSTRUCTION STORM RUNOFF SHALL COMPLY WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS.
6. ALL DRIVEWAYS WILL BE LOCATED TO AVOID EXISTING STRUCTURES.

CONSTRUCTION NOTES:

1. THE CONTRACTOR SHALL ADHERE TO ALL WALKER COUNTY STANDARD DETAILS AND SPECIFICATIONS FOR PROPOSED PAVING AND DRAINAGE IMPROVEMENTS.
2. REVISIONS TO THESE ENGINEERING PLANS MUST BE AUTHORIZED BY SPEARPOINT ENGINEERING PRIOR TO CONSTRUCTION. (936) 244-9171
3. THE CONTRACTOR SHALL:
 - a. NOTIFY SPEARPOINT ENGINEERING (936-244-9171) AND WALKER COUNTY (936-436-4939) A MINIMUM OF 48 HRS BEFORE COMMENCING WORK.
 - b. NOTIFY ALL APPROPRIATE UTILITY COMPANIES 48 HOURS PRIOR TO ANY EXCAVATION.
 - c. NO CHANGES SHALL BE MADE TO THESE PLANS WITHOUT PRIOR ENGINEER APPROVAL.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SECURITY AND SAFETY PROVISIONS FOR THIS PROJECT. THE CONTRACTOR IS RESPONSIBLE FOR THE STORAGE OF MATERIALS IN SAFE AND WORKMANLIKE MANNER TO PREVENT I NJURIES DURING ALL HOURS UNTIL PROJECT COMPLETION.
5. CONTRACTOR IS RESPONSIBLE FOR KEEPING ACCURATE RECORDS SHOWING THE INSTALLED LOCATIONS OF ALL IMPROVEMENTS, AND SHALL PROVIDE TO THE ENGINEER UPON PROJECT COMPLETION.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR CLEANING THE MUD AND/OR DIRT DEPOSITED ON EXISTING PAVEMENT DUE TO HIS CONSTRUCTION ACTIVITY DAILY. ALL EQUIPMENT AND DEBRIS FROM CONSTRUCTION TO BE REMOVED FROM THE SITE AT END OF PROJECT.
7. AFTER DISTURBED AREAS HAVE BEEN COMPLETED TO THE LINES, GRADES, AND CROSS-SECTIONS SHOWN ON THE PLANS, CONTRACTOR IS RESPONSIBLE FOR ACHIEVING 70% VEGETATION COVERAGE.
8. SIGNING, BARRICADING AND LIGHTING FOR CONSTRUCTION WITHIN PUBLIC RIGHT-OF-WAY SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES AND OTHER APPLICABLE STATE OR LOCAL STANDARDS. SIGNS, BARRICADES AND LIGHTS SHALL BE KEPT CLEAN, OPERATIONAL AND PROPERLY POSITIONED TO ASSURE PROPER SAFETY PRECAUTIONS.
9. ALL TESTING PROCEDURES USED ON THIS PROJECT SHALL CONFORM TO THE TCEQ, AWWA, NSF OR OTHER APPLICABLE STANDARDS. THE TESTING EXPENSE SHALL BE BORNE BY THE CONTRACTOR UNLESS OTHERWISE SPECIFIED.
10. TEXAS LAW ARTICLE 1436C, PROHIBITS ALL ACTIVITIES IN WHICH PERSONS OR EQUIPMENT MAY COME WITHIN 6 FEET OF ENERGIZED OVERHEAD POWER LINES, AND FEDERAL REGULATION, TITLE 29, PART 1910.130 (1) AND PART 1926.440 (A) (15) REQUIRE A MINIMUM CLEARANCE OF 10 FEET FROM THESE FACILITIES. THE ABOVE LAWS CARRY BOTH CRIMINAL AND CIVIL LIABILITIES, WITH CONTRACTORS AND OWNERS BEING LEGALLY RESPONSIBLE FOR THE SAFETY OF WORKERS UNDER THESE LAWS. IF YOU OR YOUR COMPANY MUST WORK NEAR OVERHEAD POWER LINES, CALL THE POWER COMPANY FOR THE LINES TO BE DE-ENERGIZED AND/OR MOVED AT YOUR EXPENSE.
11. THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES WITH FACILITIES IN THE PROJECT LOCATION A MINIMUM OF 48 HOURS PRIOR TO CONSTRUCTION ACTIVITIES IN THE RESPECTIVE WORK AREAS. ADEQUATE PROVISIONS FOR PROTECTING EXISTING FACILITIES SHOULD BE EMPLOYED.
12. THE LOADING AND UNLOADING OF ALL MATERIALS AND EQUIPMENT SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDED PRACTICES AND SHALL TAKE PLACE ON THE SITE. THE CONTRACTOR SHALL LOCATE AND PROVIDE THE NECESSARY STORAGE AREAS FOR MATERIALS AND EQUIPMENT.
13. ALL MATERIALS AND EQUIPMENT SHALL BE BOTH FURNISHED AND INSTALLED UNLESS OTHERWISE NOTED.
14. CONSTRUCTION SHALL COMPLY WITH THE LATEST REVISIONS OF OSHA REGULATIONS AND STATE OF TEXAS LAW CONCERNING TRENCHING AND SHORING. CONTRACTOR SHALL PROVIDE A TRENCH SAFETY SYSTEM TO MEET, AS A MINIMUM, THE REQUIREMENTS OF OSHA SAFETY AND HEALTH REGULATION, PART 1926, SUB-PART P AS PUBLISHED IN THE FEDERAL REGISTER, VOLUME 54, NO. 209, DATED OCTOBER 31, 1989, AND LATEST REVISIONS.
15. DETAILS PREPARED DO NOT EXTEND TO OR INCLUDE DESIGNS OR SYSTEMS PERTAINING TO THE SAFETY OF THE CONTRACTOR OR ITS EMPLOYEES, AGENTS OR REPRESENTATIVES IN THE PERFORMANCE OF THE WORK. THE CONSTRUCTION CONTRACTOR SHALL PREPARE OR OBTAIN THE APPROPRIATE SAFETY SYSTEMS, INCLUDING THE PLANS AND SPECIFICATIONS REQUIRED BY CHAPTER 756, SUBCHAPTER "C" OF THE TEXAS HEALTH AND SAFETY CODE.
16. CONTRACTOR IS RESPONSIBLE FOR COVERING OPEN EXCAVATIONS DURING NON-WORKING HOURS.
17. ALL TRENCHES, INCLUDING TRENCHES FOR LEADS AND STUBS UNDER PAVEMENT AND TO A POINT ONE (1) FOOT BACK OF ALL PAVEMENT SHALL BE BACKFILLED WITH CEMENT STABILIZED SAND AS PER SPECIFICATION TO A POINT IMMEDIATELY BELOW THE SUBGRADE. TRENCHES OTHER THAN UNDER PAVEMENT SHALL BE BACKFILLED WITH SUITABLE EARTH MATERIAL IN 6 INCH LAYERS AND MECHANICALLY COMPACTED TO A DENSITY OF NOT LESS THAN 95 PERCENT OF THE MAXIMUM DRY DENSITY AS DETERMINED BY THE STANDARD PROCTOR COMPACTION TEST (ASTM DESIGNATION D-698/AASHTO T99). MOISTURE CONTENT OF BACKFILL SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE CEMENT STABILIZED SAND SPECIFICATIONS. SEE DETAIL SHEETS FOR BEDDING AND OTHER DESIGN REQUIREMENTS.
18. CONTRACTOR SHALL VERIFY ALL EXISTING SITE CONDITIONS, AND CONFIRM POINTS OF CONNECTIONS TO EXISTING IMPROVEMENTS, INCLUDING CONFIRMATION OF ELEVATIONS AND GRADES OF EXISTING FACILITIES AND UTILITIES PRIOR TO STARTING ANY GRADING, PAVING OR UTILITY INSTALLATION. VERIFICATION OF LOCATIONS AND FUNCTIONS OF EACH EXISTING STRUCTURE OR SYSTEM AND ALL EXISTING UTILITY GRADES AND INVERT ELEVATIONS IS THE CONTRACTOR'S RESPONSIBILITY. NOTIFY THE ENGINEER OF ANY DISCREPANCIES IMMEDIATELY. ANY CONFLICTS OR ERRORS BETWEEN EXISTING FIELD CONDITIONS AND ENGINEERING PLANS MUST BE RESOLVED PRIOR TO STARTING EXCAVATION OR SETTING ANY GRAVITY SEWER (STORM OR SANITARY) AND APPURTENANCES. CONTRACTOR IS RESPONSIBLE FOR COMPLETING CERTIFICATION FORM 006293 IN THE BID PACKAGE PRIOR TO START OF CONSTRUCTION.
19. ALL UNSATISFACTORY AND/OR WASTE MATERIALS INCLUDING VEGETATION, ROOTS, CONCRETE AND DEBRIS SHALL BE HAULED OFF-SITE BY THE CONTRACTOR. INCLUDE COST OF THIS WORK, INCLUDING HAUL, IN OTHER ITEMS OF THIS PROJECT.
20. CONTRACTOR IS RESPONSIBLE FOR MAINTAINING POSITIVE DRAINAGE AT ALL TIMES DURING CONSTRUCTION OF PROPOSED FACILITIES.
21. CONTRACTOR SHALL CONFINE ALL WORK EFFORTS WITHIN THE DESIGNATED WORK AREA UNLESS SPECIFICALLY AUTHORIZED BY THE OWNER. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGES TO NEIGHBORING PROPERTIES.
22. THIS DESIGN WAS BASED ON A SURVEY PROVIDED BY OTHERS.

GENERAL NOTES:

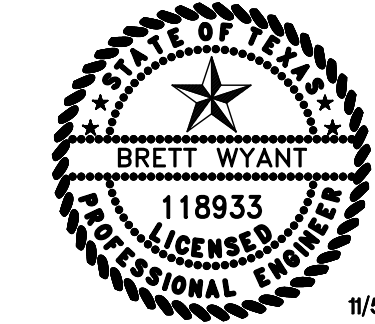
1. THE BEARINGS, DISTANCES, AREAS AND COORDINATES SHOWN HEREON ARE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE (NAD'83), AS DETERMINED BY GLOBAL POSITIONING SYSTEM (GPS) WITH NGS OPUS POST PROCESSING. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET. TO CONVERT GRID DISTANCES TO SURFACE, APPLY THE COMBINED GRID TO SURFACE SCALE FACTOR OF 1.000105761.
2. THE GRAPHIC LOCATION OF THE SUBJECT TRACT SUPERIMPOSED UPON THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48471C0350D, EFFECTIVE DATE AUGUST 16, 2011, INDICATES THAT THE SUBJECT TRACT IS LOCATED WITHIN ZONE X.
3. ALL ACREAGE QUANTITIES SHOWN ON THIS SURVEY ARE BASED UPON THE MATHEMATICAL CLOSURE OF THE BOUNDARY COURSES AND DISTANCES. SAID QUANTITIES DO NOT INDICATE THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.
4. ALL EXTERIOR BOUNDARY LINES OF THIS SUBDIVISION WHICH ARE COMMON WITH THE ORIGINAL SURVEY BOUNDARY ARE MONUMENTED ON THE GROUND WITH CAPPED 1/2"-DIAMETER IRON RODS (OR OTHER STABLE MATERIAL).
5. THE OWNER(S) HEREBY CERTIFY THAT ALL BOUNDARY CORNERS OF THE LOTS LOCATED WITHIN THIS SUBDIVISION WILL BE MONUMENTED ON THE GROUND WITH CAPPED 1/2" IRON RODS (OR OTHER STABLE MATERIAL) PRIOR TO LOT SALES.
6. ALL LOT SETBACKS SHALL BE ACCORDING TO THE WALKER COUNTY STANDARDS PER TABLE 5-1 OF THE DEVELOPMENT CODE; WHERE MINIMUM FRONT SETBACKS ARE 25 FOOT, MINIMUM SIDE SETBACKS ARE 10 FOOT, AND MINIMUM REAR SETBACKS ARE 10 FOOT.
7. CONSTRUCTION PLANS AND SPECIFICATIONS ARE IN COMPLIANCE WITH THE WALKER COUNTY SUBDIVISION REGULATIONS. ALL PORTABLE WATER SYSTEM IMPROVEMENTS ARE IN COMPLIANCE WITH WALKER COUNTY DESIGN CRITERIA.

DRAINAGE AND IMPERVIOUS COVER

8. THE DETENTION POND SHALL BE MAINTAINED BY THE LOT OWNER AND SHALL NOT BE MAINTAINED BY WALKER COUNTY.
9. THE NATURAL DRAINAGE PATHS THAT ARE LOCATED THROUGHOUT THIS SITE MAY NOT BE ALTERED IN ANY WAY. LANDOWNER MAY CLEAR UNDERBRUSH AND ESTABLISH FOOT TRAILS WITHIN THESE NATURAL DRAINAGE PATHS BUT NO VERTICAL IMPROVEMENTS / DEVELOPMENT WILL BE ALLOWED WITHIN 40 FEET OF THE CENTERLINE OF THE NATURAL FLOW. FENCING IS ALLOWED ALONG THE PROPERTY LINES LOCATED WITHIN THESE NATURAL DRAINAGE PATHS BUT IS LIMITED TO A FOUR(4) STRAND WIRE FENCE WITH PROVISIONS NOT TO IMPEDE THE FLOW OF STORM WATER WITHIN THE DRAINAGE PATHS.
10. THE OWNERS OF THE TRACT MUST CONTINUE TO ACCEPT ALL EXISTING DRAINAGE FLOWS AND DRAINAGE STRUCTURES IN PLACE OR PROPOSED AT THE TIME OF DEVELOPMENT WHICH ARE A PART OF OR NECESSARY TO THE PUBLIC ROADS INFRASTRUCTURE OR PRIVATE SYSTEM OF DRAINAGE IN ADDITION TO ALL NATURAL FLOWS OF WATER ENTERING ONTO OR CROSSING THE PROPERTY. LOCAL APPROVAL OR CONSENT MUST BE GIVEN BY THE COUNTY ENGINEER, WALKER COUNTY IN WRITING PRIOR TO ALTERATION OF THE DRAINAGE INFRASTRUCTURE HEREIN DESCRIBED. IT IS THE RESPONSIBILITY OF THE LOT OWNERS TO COMPLY WITH ANY REGULATIONS OR LIMITATIONS NOTED, AND PERMITS ISSUED BY WALKER COUNTY FOR DEVELOPMENT DO NOT ACT AS A WAIVER OR VARIANCE OF THE LOT OWNER'S RESPONSIBILITY.

FEMA AND DRAINAGE NOTES

11. FLOOD PLAIN: THIS SECTION LIES WITHIN ZONE X SCALED FROM WALKER COUNTY, TEXAS FEMA MAP PANEL #48471C0240D AND #48471C0250D EFFECTIVE DATE AUGUST 16, 2011.



Brett Wyant

LEGEND AND NOTES

3 HILLS RV PARK

900 FM 247, WALKER COUNTY, TX

SPEAR POINT ENGINEERING, LLC



TBPE Firm No. 18904
604 W. WORSHAM STREET
Willis, Texas 77378
(936) 718-1998

PREPARED FOR:
CODY HILL
9721 CYPRESSWOOD DRIVE #513
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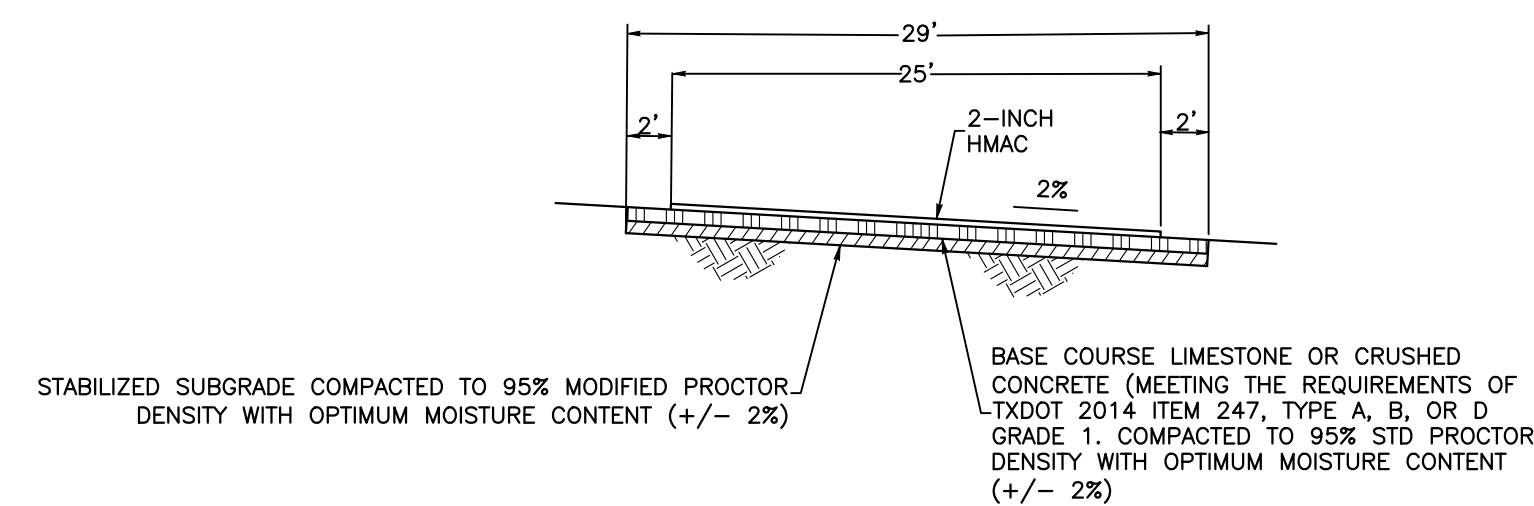
1173

SHEET:

2

OF: 8

REV	DATE
COMMENT	
REV	DATE
COMMENT	

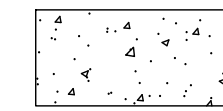


TYPICAL DRIVEWAY SECTION
25' PRIVATE DRIVEWAY
NTS

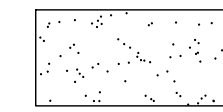
NOTES:

- EACH LOT IS TO BE 38'X80' AT A 30° ROTATION FROM THE MAIN DRIVE AISLE (LOT 1 AND 40 ARE SLIGHTLY DIFFERENT DUE TO THE CURVE IN THE DRIVEWAY)
- ALL UTILITIES ARE TO BE PRIVATE
- ADJOINING PROPERTY LINES ARE APPROXIMATE

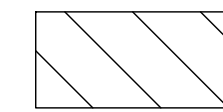
- ALL UTILITIES ARE TO BE PRIVATE
- ADJOINING PROPERTY LINES ARE APPROXIMATE



PROP CRUSHED ROCK (MIN 6" DEEP)



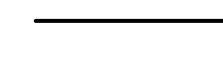
PROP 5' GRAVEL WALKWAY



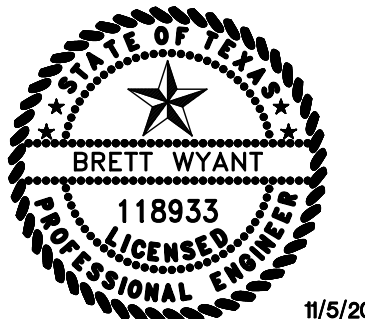
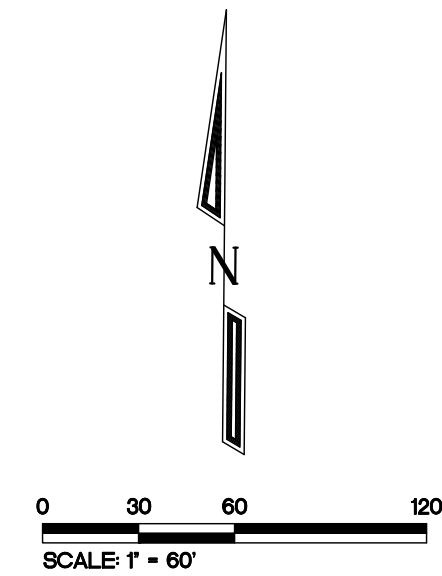
PROP ASPHALT PER WALKER COUNTY
PAVING STANDARDS



■ PROP PROPERTY BOUNDARY



- PROP RV LOT BOUNDARY



5/2021

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SITE & UTILITY PLAN

3 HILLS RV PARK

900 FM 247, WALKER COUNTY, TX

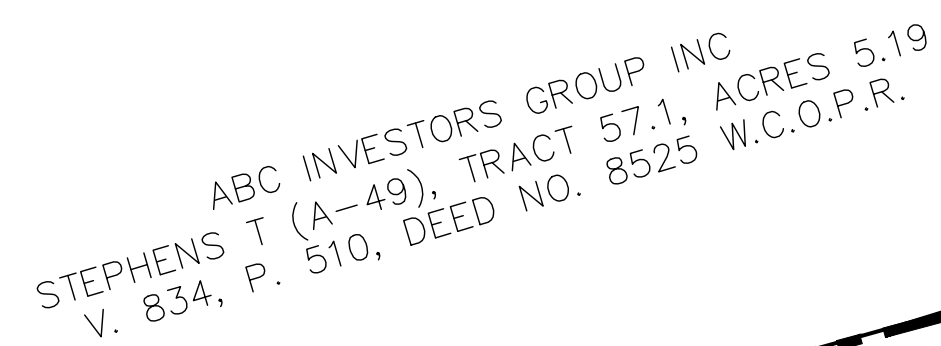
SPEAR POINT ENGINEERING, LLC

TBPE Firm No. 18904
 604 W. WORSHAM STREET
 Willis, Texas 77378
 (936) 718-1998

PREPARED FOR:
CODY HILL
9721 CYPRESSWOOD DRIVE #513
HOUSTON, TX 77070

JOB #
173

SHEET: 3 OF: 8

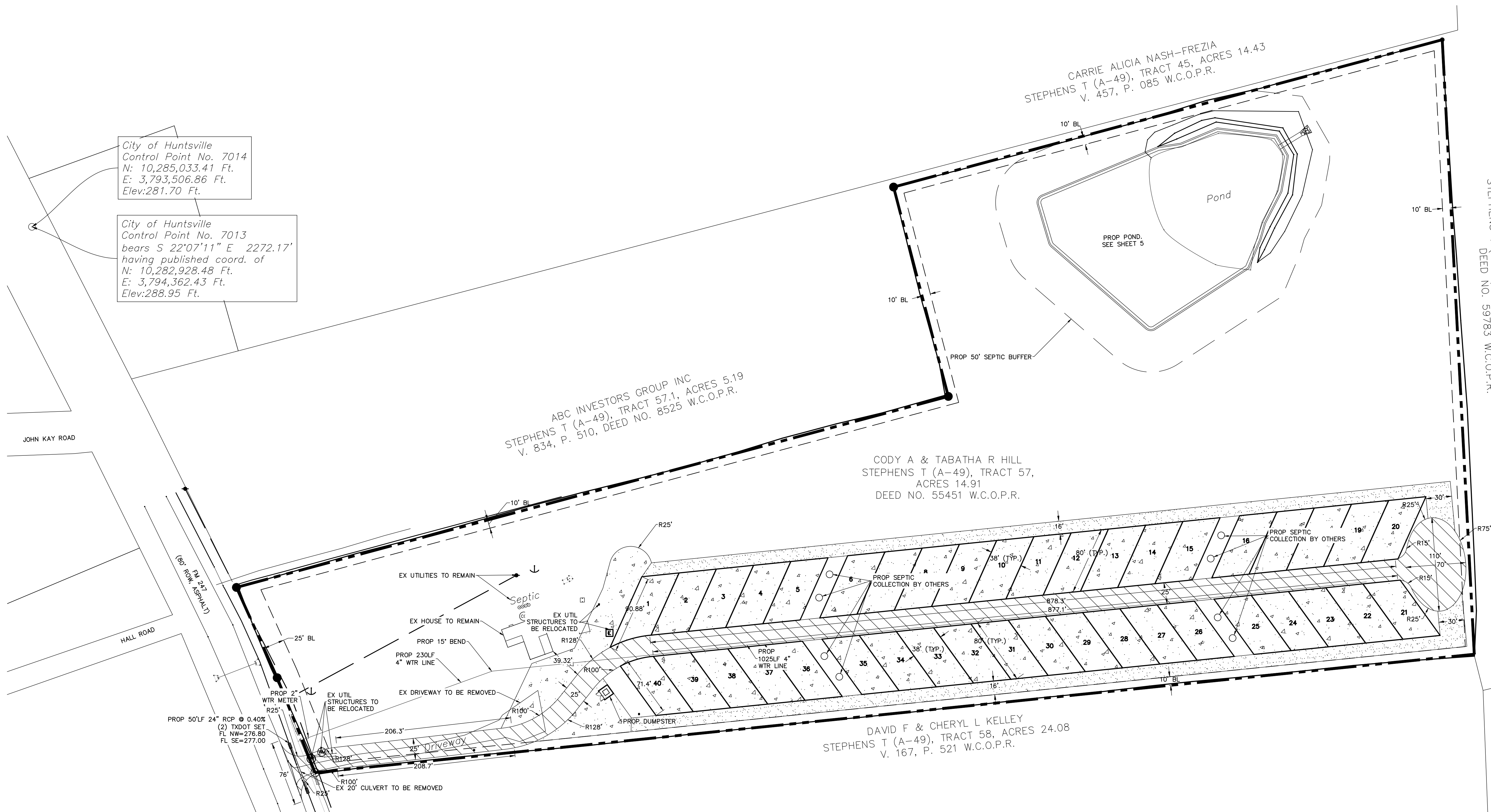


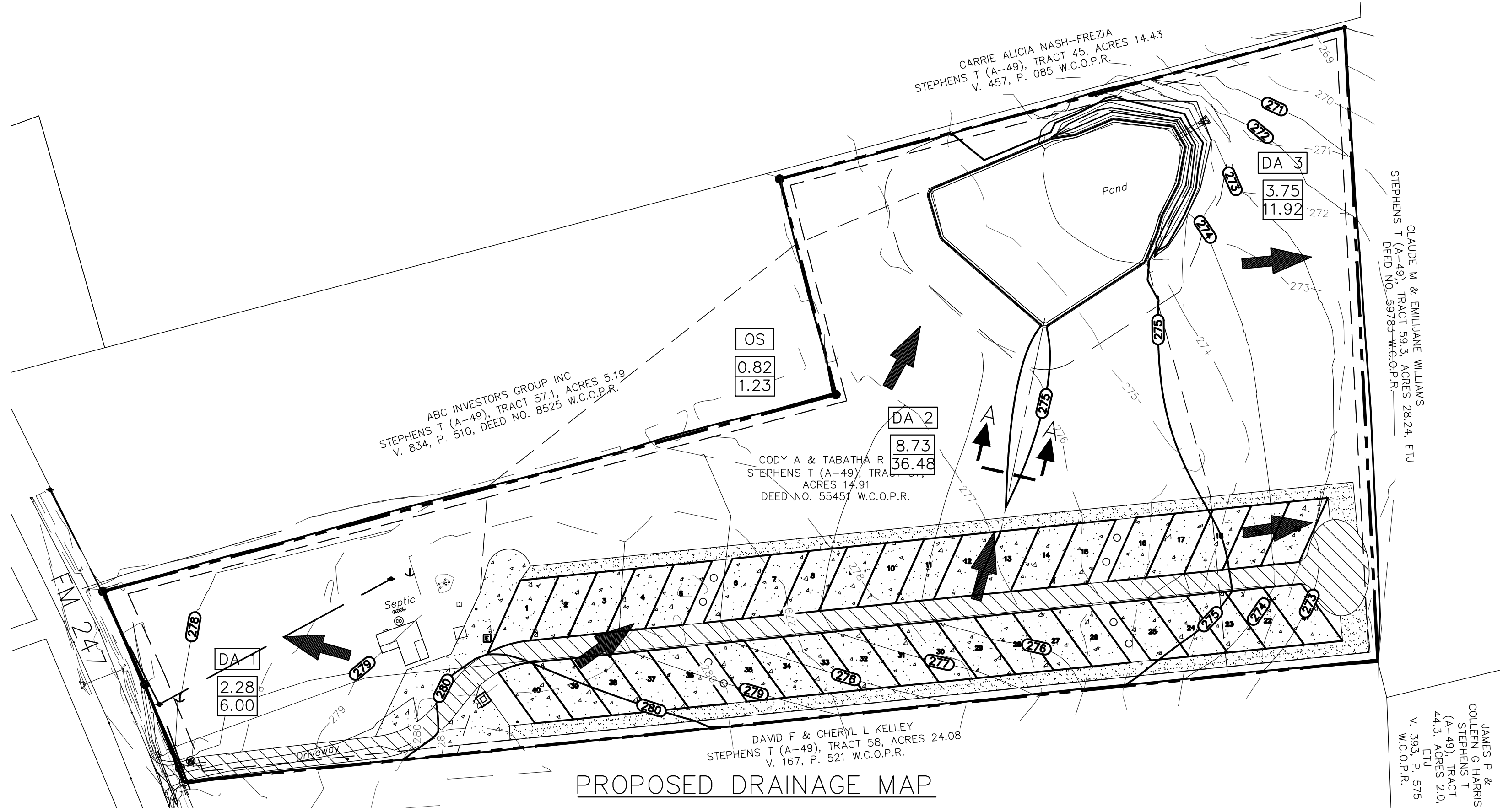
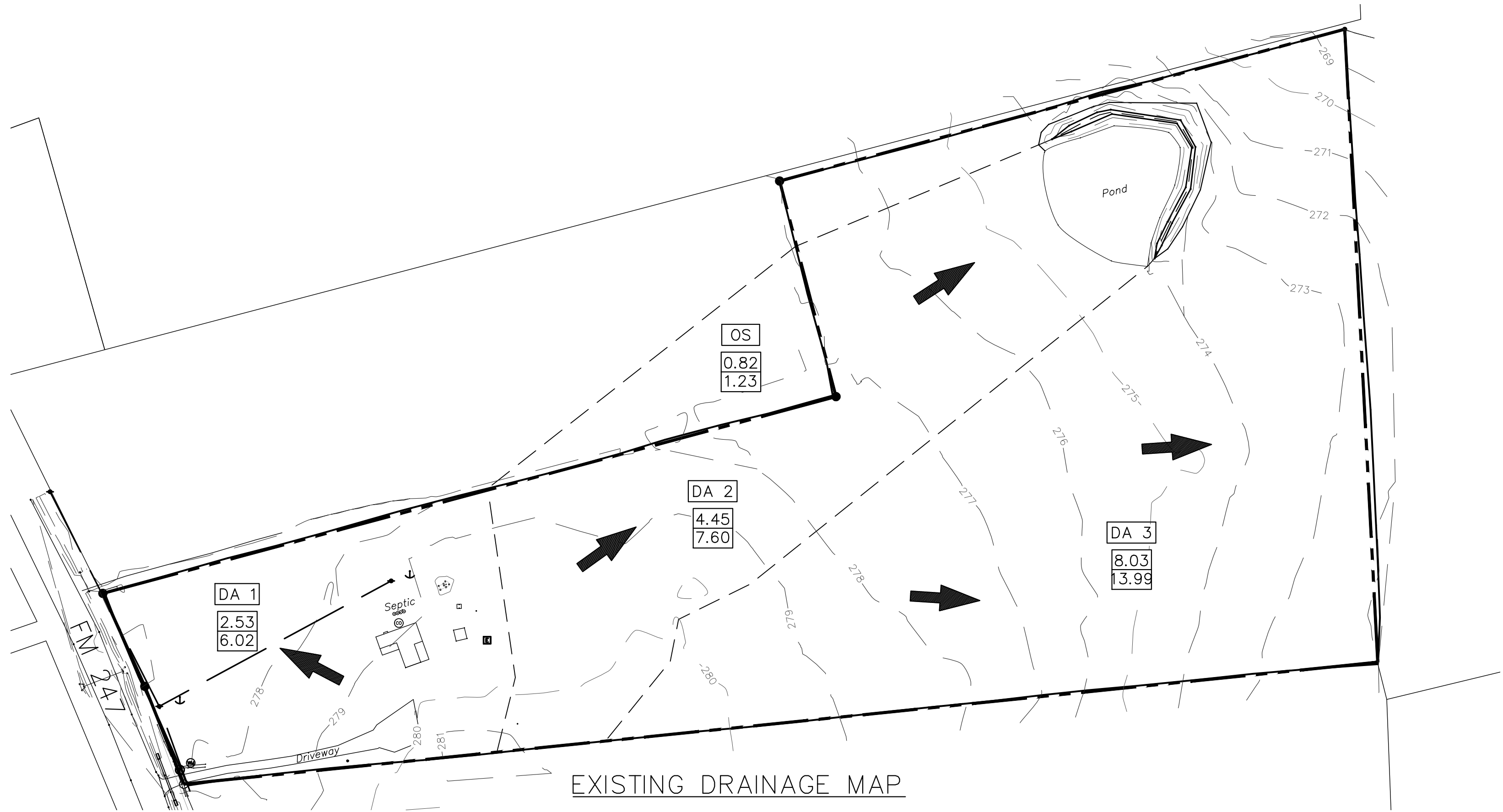
CODY A & TABATHA R HILL
STEPHENS T (A-49), TRACT 57,
ACRES 14.91
DEED NO. 55451 W.C.O.P.R.

DAVID F & CHERYL L KELLEY
STEPHENS T (A-49), TRACT 58, ACRES 24.08
V. 167, P. 521 W.C.O.P.R.

CLAUDE M & EMILYJANE WILLIAMS
T (A-49), TRACT 59.3, ACRES 28.24, ETJ
DEED NO. 59783 W.C.O.P.R.

44.3, ACRES 2.0,
ETJ
V. 393, P. 575
W.C.O.P.R.

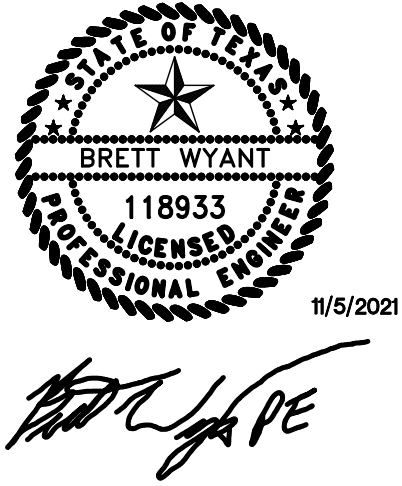
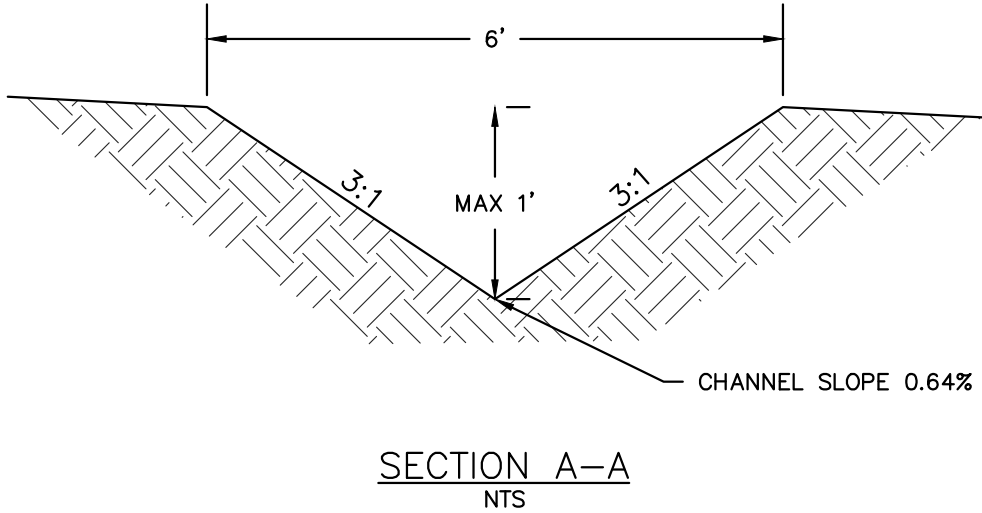




- LEGEND:
- DA-X DRAINAGE AREA
 - X.XX AREA (AC)
 - X.XX 100-YR FLOW (CFS)
 - EXTREME FLOW
 - BOUNDARY LINE
 - EXIST DA
 - PROP DA

APPENDIX D: PRE-DEVELOPED FLOW									
Drainage Area	Area (A; Acre)	Runoff Coefficient (C)	Time of Concentration (Tc)		Walker County Intensity (in/hr)		Total Flow (cfs)		
			Min.	Hr.	25-yr	100-yr	25-yr	100-yr	
DA-1	2.53	0.3514	30.04	0.5007	5.71	6.77	5.07	6.02	
DA-2	4.45	0.3000	40.44	0.6739	4.77	5.69	6.37	7.60	
DA-3	8.03	0.3000	39.10	0.6517	4.87	5.81	11.74	13.99	
OS	0.82	0.3000	50.30	0.8383	4.16	4.98	1.02	1.23	
TOTAL	15.83	0.3082	---	---	---	---	23.19	27.60	

APPENDIX D: POST-DEVELOPED FLOW									
Drainage Area	Area (A; Acre)	Runoff Coefficient (C)	Time of Concentration (Tc)		Walker County Intensity (in/hr)		Total Flow (cfs)		
			Min.	Hr.	25-yr	100-yr	25-yr	100-yr	
DA-1	2.28	0.3912	30.41	0.51	5.67	6.72	5.05	6.00	
DA-2	8.73	0.5219	22.14	0.37	6.78	8.01	30.89	36.48	
DA-3	3.75	0.4127	23.80	0.40	6.52	7.70	10.08	11.92	
OS	0.82	0.3000	50.30	0.84	4.16	4.98	1.02	1.23	
TOTAL	15.58	0.4127	---	---	---	---	46.02	54.40	



DRAINAGE PLAN

3 HILLS RV PARK
900 FM 247, WALKER COUNTY, TX

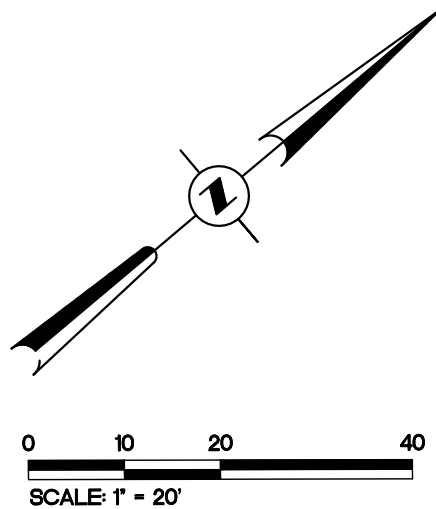
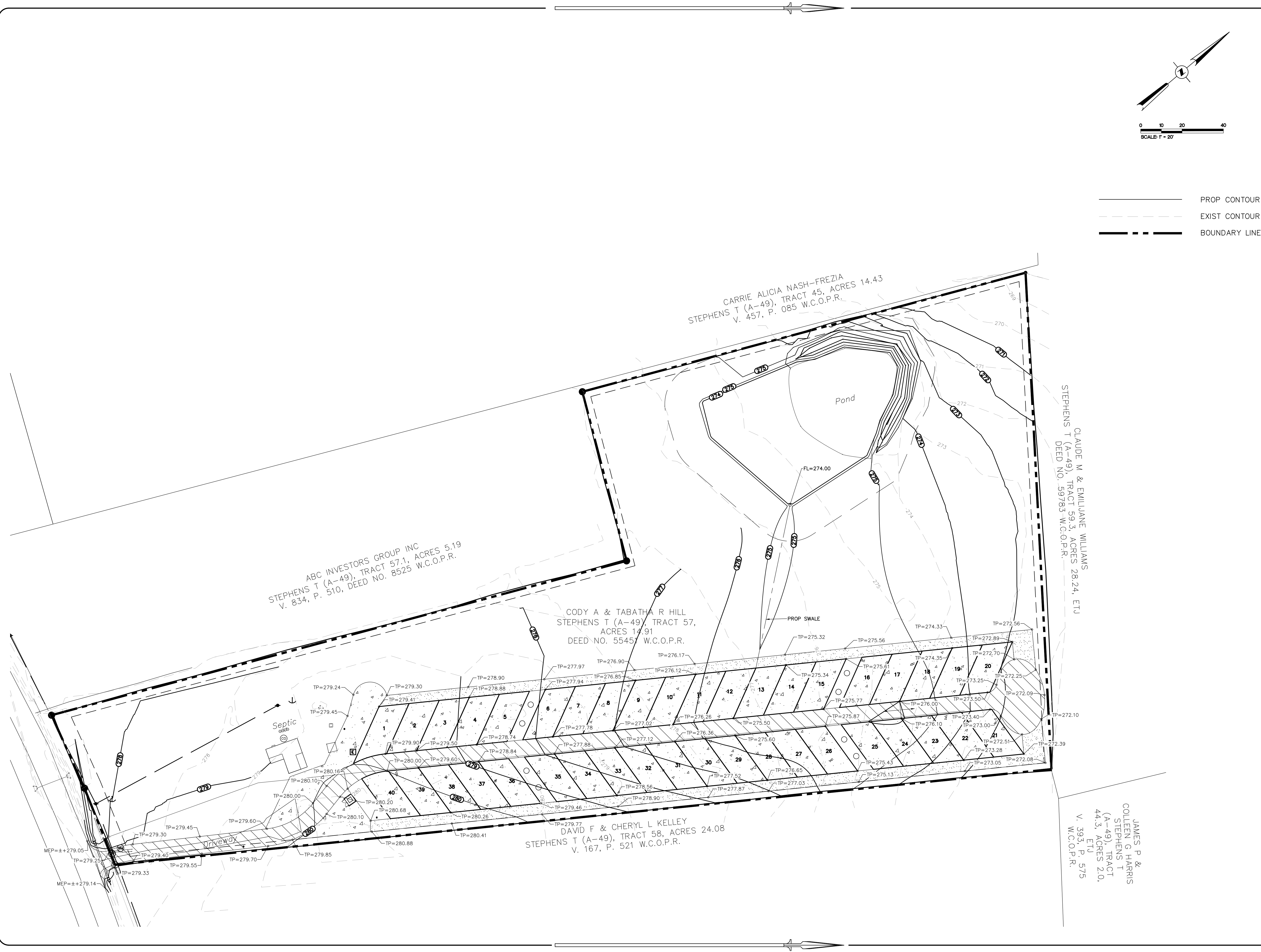
SPEAR POINT ENGINEERING, LLC

TBPE Firm No. 18904
604 W. WORSHAM STREET
Willis, Texas 77378
(936) 718-1998

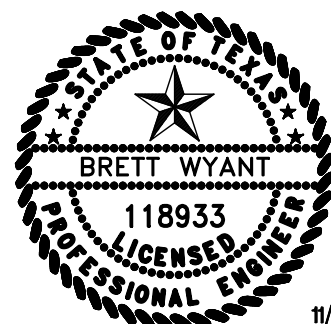
PREPARED FOR:
CODY HILL
9721 CYPRESSWOOD DRIVE #513
HOUSTON, TX 77070

JOB #
1173

SHEET: 4 OF: 8



— — — — — PROP CONTOUR
- - - - - EXIST CONTOUR
- - - - - BOUNDARY LINE



[Signature]
11/5/2021

GRADING PLAN

3 HILLS RV PARK

900 FM 247, WALKER COUNTY, TX

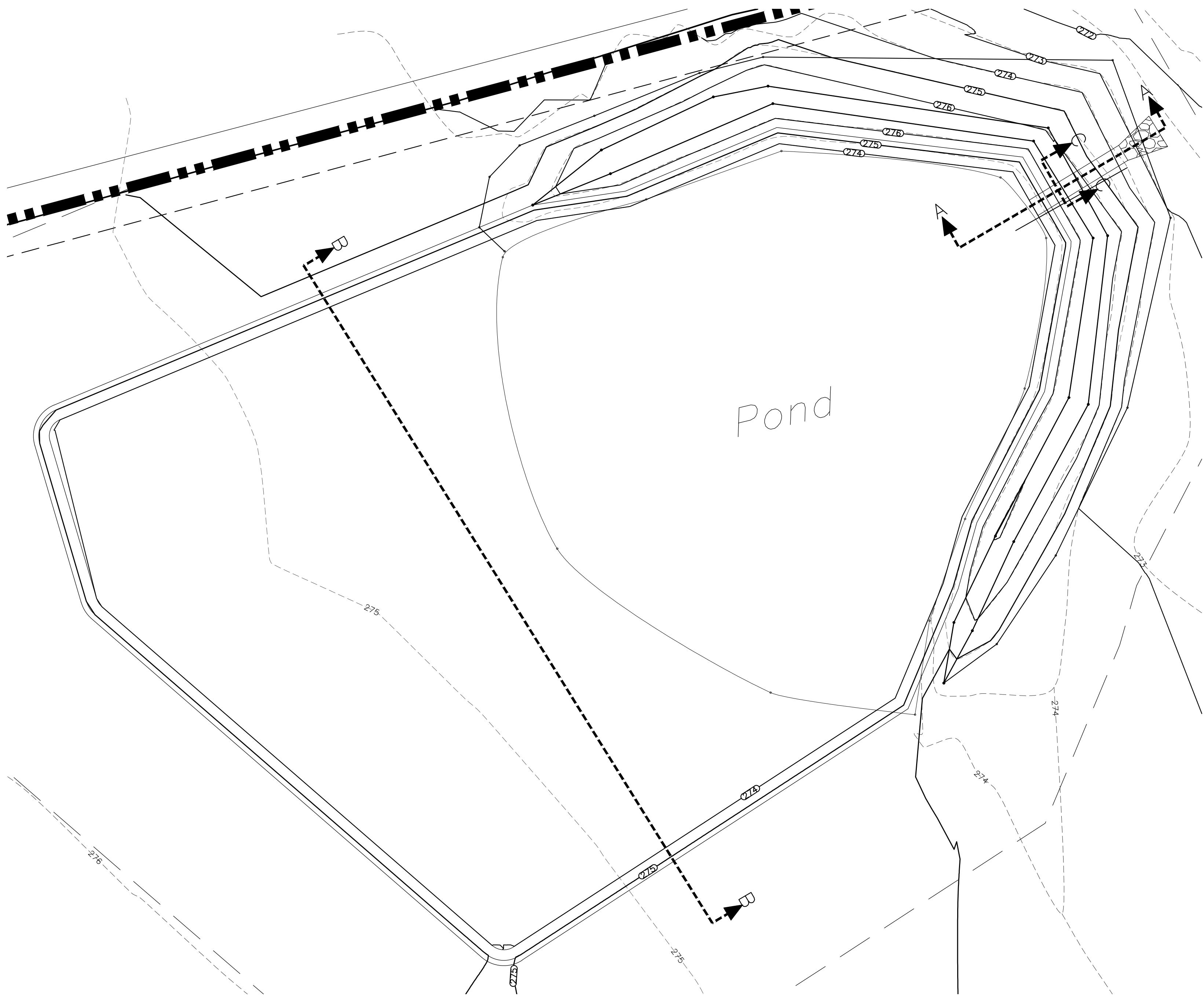
SPEAR POINT ENGINEERING, LLC

TBPE Firm No. 18904
604 W. WORSHAM STREET
Willis, Texas 77378
(936) 718-1998

PREPARED FOR:
CODY HILL
9721 CYPRESSWOOD DRIVE #513
HOUSTON, TX 77070

JOB #
1173

SHEET: 5 OF: 8

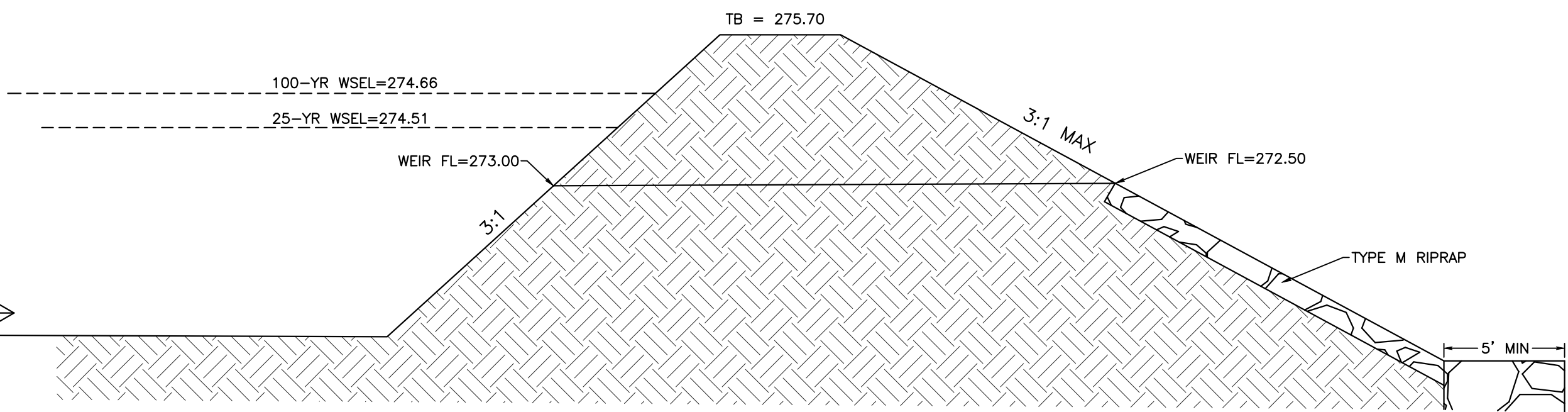
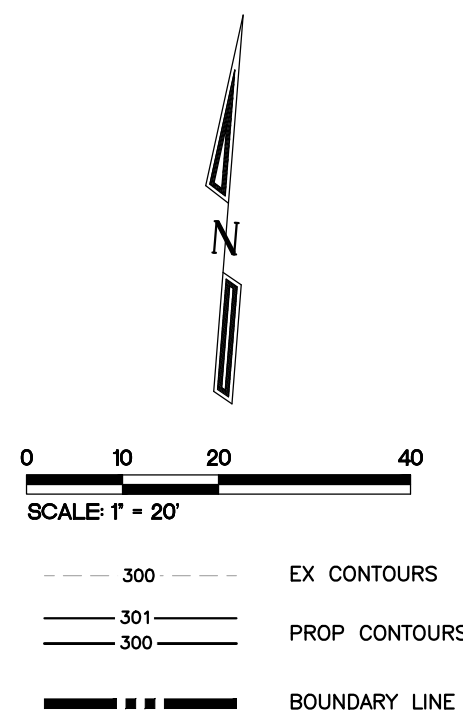
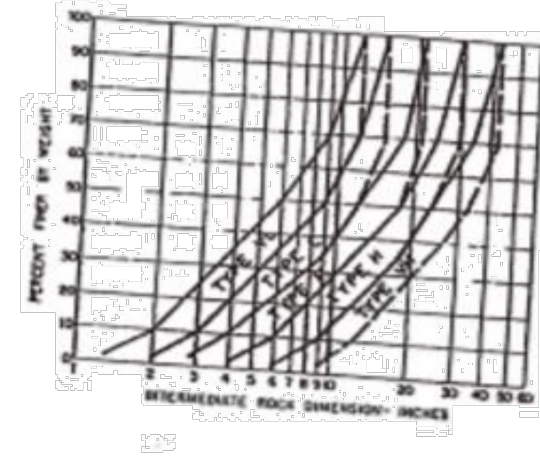


CLASSIFICATION AND GRADATION OF ORDINARY RIPRAP

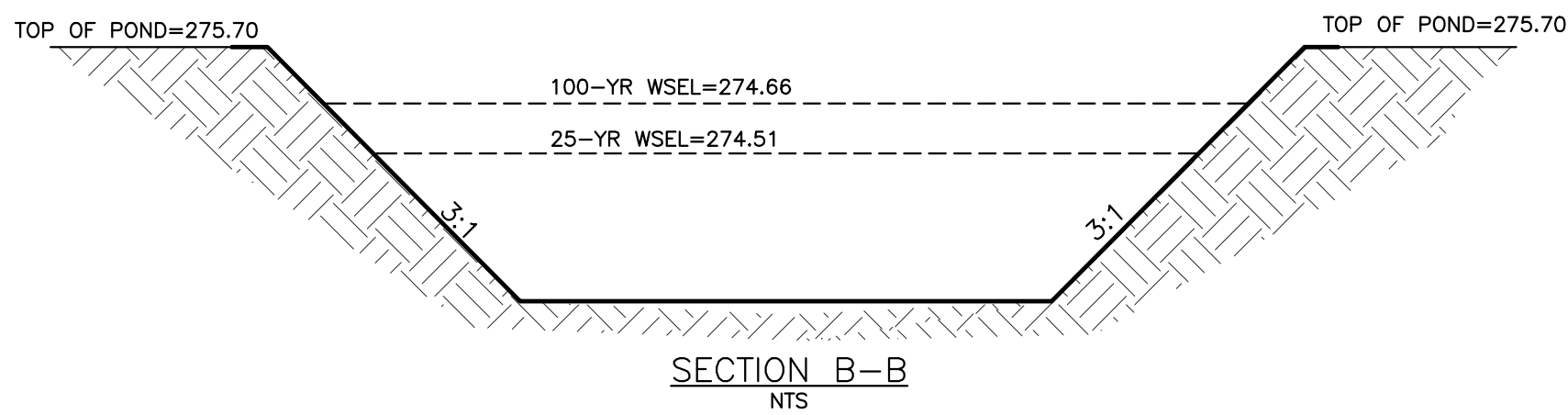
RIPRAP DESIGNATION	% SMALLER THAN GIVEN SIZE BY WEIGHT	INTERMEDIATE ROCK DIMENSION (INCHES)	d ₅₀ * (INCHES)
Type VL	70-100	12	6**
	50-70	9	
	35-50	6	
	2-10	2	
Type L	70-100	15	9**
	50-70	12	
	35-50	9	
	2-10	3	
Type M	70-100	21	12
	50-70	18	
	35-50	12	
	2-10	4	
Type H	70-100	30	18
	50-70	24	
	35-50	18	
	2-10	6	
Type VH	70-100	42	24
	50-70	33	
	35-50	24	
	2-10	9	

*d₅₀ = mean particle size

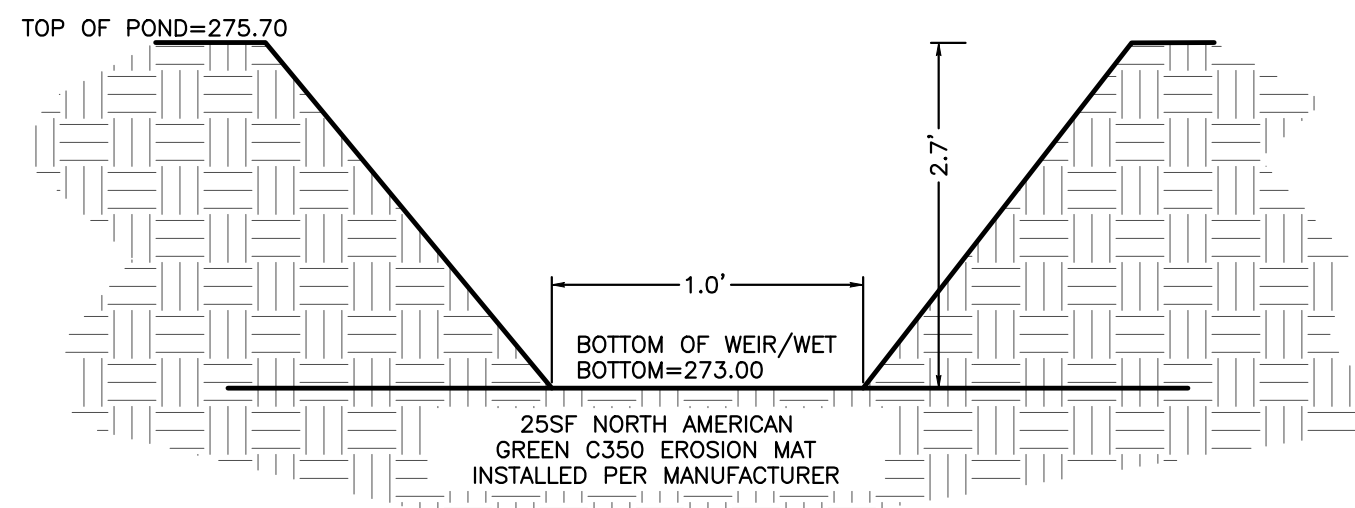
**Bury type VL and L with native top soil and revegetate to protect from vandalism.



SECTION A-A
NTS



SECTION B-B
NTS

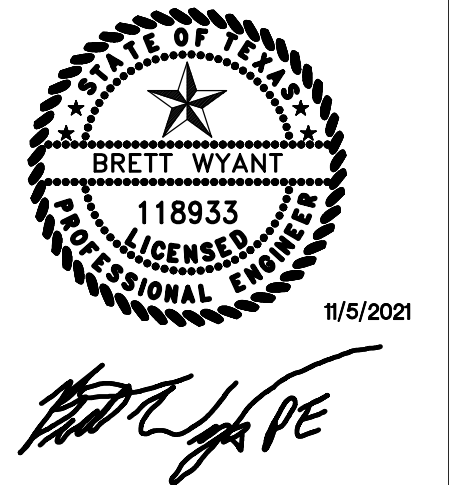


SECTION C-C
NTS

DETENTION NOTES:

- 1.) THE DETENTION POND AND RELATED DRAINAGE IMPROVEMENTS SHALL BE OWNED AND MAINTAINED BY THE PROPERTY OWNER. CITY OF WALKER WILL NOT OWN OR MAINTAIN ANY DRAINAGE OR DETENTION POND IMPROVEMENTS.
- 2.) HYDROMULCH SEED ALL DISTURBED AREAS AND ENSURE GRASS IS THOROUGHLY ESTABLISHED. CONTRACTOR SHALL ADHERE TO TXDOT SPECIFICATIONS ITEM 164 PER THE 2014 TXDOT STANDARD SPECIFICATIONS MANUAL.
- 3.) CONTRACTOR SHALL ENSURE POSITIVE DRAINAGE THROUGHOUT THE CONSTRUCTION PROCESS AND AT THE COMPLETION OF CONSTRUCTION AS SHOWN ON THE PLANS. ANY DRAINAGE NOT SHOWN ON THE PLANS SHALL BE PROPERLY GRADED TO MAINTAIN DRAINAGE IN AN AS-IS OR BETTER CONDITION, AS DIRECTED BY THE ENGINEER. NOTIFY ENGINEER IMMEDIATELY UPON DISCOVERY OF ANY POTENTIAL DRAINAGE ISSUES.
- 4.) ALL CONSTRUCTION SHALL BE DONE PER WALKER COUNTY STANDARD DETAILS & SPECIFICATIONS, LATEST REVISIONS.
- 5.) LOCATION AND ELEVATION OF EXISTING UTILITIES SHOWN HEREIN ARE PROVIDED BY OTHERS. CONTRACTOR SHALL FIELD VERIFY LOCATION AND ELEVATION OF EXISTING UTILITIES AT ALL CROSSINGS AND CONNECTION POINTS PRIOR TO ANY WORK. ANY DISCREPANCIES BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE IMMEDIATELY REPORTED TO THE ENGINEER.

REV	DATE
COMMENT	
REV	DATE
COMMENT	



POND PLAN

3 HILLS RV PARK

900 FM 247, WALKER COUNTY, TX

SPEAR POINT ENGINEERING, LLC

TBPE Firm No. 18904
604 W. WORSHAM STREET
Willis, Texas 77378
(936) 718-1998

PREPARED FOR:
CODY HILL
9721 CYPRESSWOOD DRIVE #513
HOUSTON, TX 77070

JOB #
1173

SHEET:
6 OF 8

GENERAL CONSTRUCTION NOTES

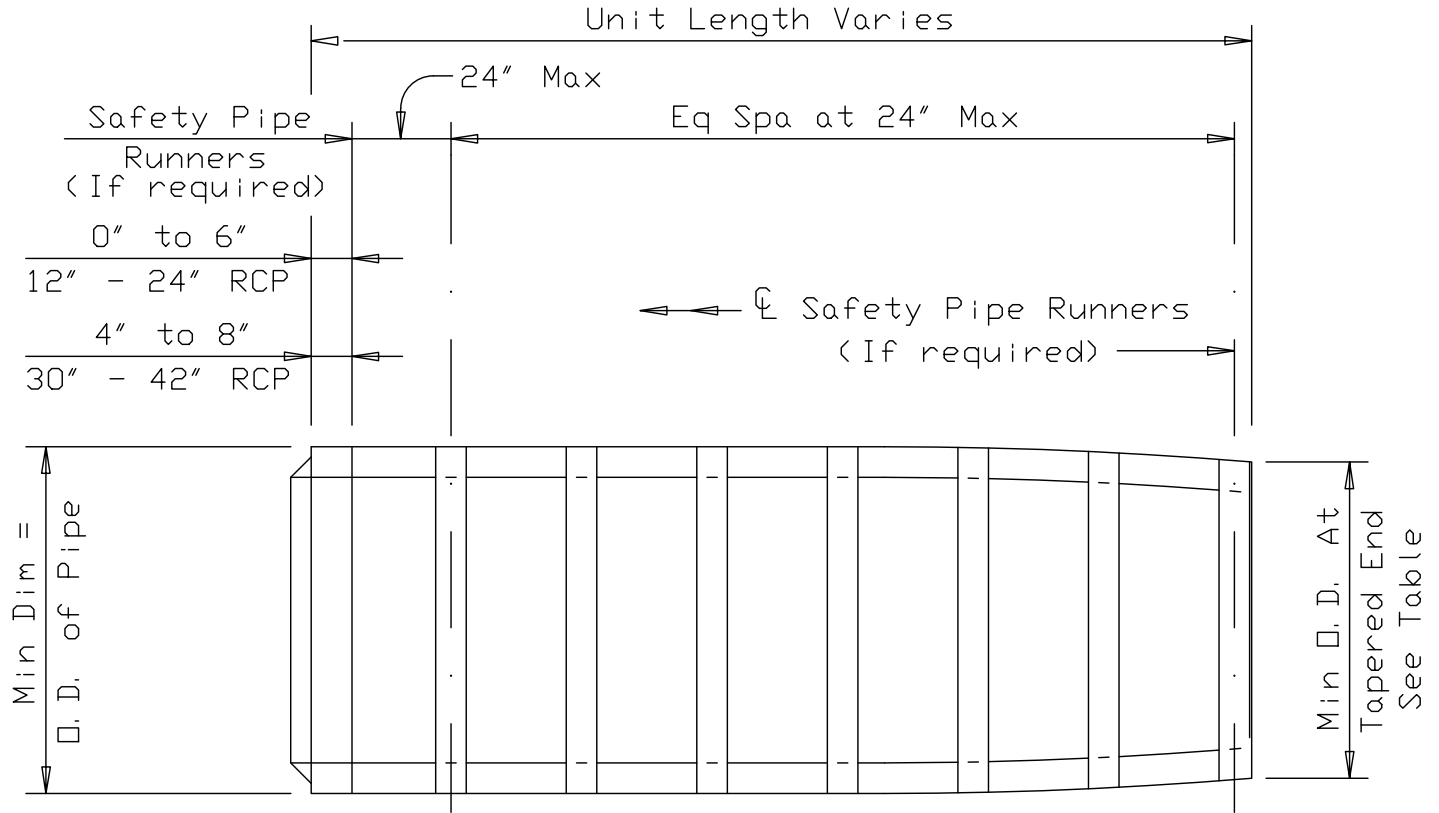
- 1) MATERIALS, CONSTRUCTION AND TESTING SHALL BE IN ACCORDANCE WITH WALKER COUNTY AND TCEQ SPECIFICATIONS LATEST EDITION.
- 2) CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. REQUESTS FOR UTILITY LOCATES SHOULD BE CALLED IN AT LEAST 3 DAYS PRIOR TO COMMENCING WORK FOR THE INSTALLATION OR REPAIRS OF IRRIGATION, WATER LINE, SEWER LINE, DRIVEWAYS, FENCES OR ANY OTHER TYPE OF DIGGING TO BE DONE TO INSURE THE SAFETY OF TH WORKERS, THE GENERAL PUBLIC AND THE INFRASTRUCTURE. CONTACT TEXAS 811 (DIGTESS) AT 1-800-344-8377 AND THEY WILL NOTIFY ALL UTILITIES TO MARK THEIR LINES ACCORDINGLY.
- 3) ALL EXISTING UNDERGROUND UTILITIES ARE NOT GUARANTEED TO BE SHOWN ON THESE DRAWINGS.
- 4) TEXAS LAW ARTICLE 1436C, PROHIBITS ALL ACTIVITIES IN WHICH PERSONS OR EQUIPMENT MAY COME WITHIN 6 FEET OF ENERGIZED OVERHEAD POWER LINES.
- 5) ALL CONSTRUCTION SHALL COMPLY WITH THE LATEST OSHA REGULATIONS AND STATE OF TEXAS LAW CONCERNING TRENCHING AND SHORING. CONTRACTOR SHALL PROVIDE A TRENCH SAFETY SYSTEM TO MEET, AS A MINIMUM THE REQUIREMENTS OF OSHA SAFETY AND HEALTH REGULATIONS , PART 1926, SUB PART P AS PUBLISHED IN THE FEDERAL REGISTER VOLUME 54 NO 209 DATED OCTOBER 21, 1989.
- 6) ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF THE PROJECT ENGINEER. ALL CONSTRUCTION RUNOFF SHALL COMPLY WITH THE STORM WATER MANAGEMENT FOR CONSTRUCTION ACTIVITIES AND THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS.
- 7) ALL EXISTING PAVEMENT, CURBS, SIDEWALKS, AND DRIVEWAYS DAMAGED DURING CONSTRUCTION SHALL BE RESTORED TO EXISTING OR BETTER CONDITIONS.
- 8) EXISTING ROADS AND/OR RIGHT OF WAYS DISTURBED DURING CONSTRUCTION SHALL BE AS GOOD OR BETTER THAN THE CONDITION PRIOR TO STARTING THE WORK UPON COMPLETION OF THE PROJECT.
- 9) ALL SAW CUTS OF EXISTING PAVEMENTS SHALL BE FULL DEPTH SAW CUTS.
- 10) CONTRACTOR IS RESPONSIBLE FOR ESTABLISHING ADEQUATE VEGETATION ON THE SITE UPON COMPLETION OF CONSTRUCTION.
- 11) CONTRACTOR/OWNER ARE RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS REQUIRED BY GOVERNING AUTHORITIES AT THEIR EXPENSE PRIOR TO COMMENCEMENT OF WORK.
- 12) CONTRACTOR SHALL GIVE 48 HOURS NOTICE TO ALL AUTHORIZED AGENCIES PRIOR TO COMMENCING CONSTRUCTION.
- 13) CONTRACTOR IS RESPONSIBLE FOR COVERING ALL OPEN TRENCHES DURING NON WORKING HOURS.
- 14) CONTRACTOR IS RESPONSIBLE FOR PROVIDING ADEQUATE TRAFFIC CONTROL IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL.
- 15) CONTRACTOR IS RESPONSIBLE FOR PROTECTING ALL NEW PAVEMENT FROM TRAFFIC UNTIL SUFFICIENTLY CURED.
- 16) CONTRACTOR IS RESPONSIBLE FOR KEEPING ALL EXISTING STREETS CLEAR OF DIRT AND DEBRIS.
- 17) CONTRACTOR/OWNER IS RESPONSIBLE FOR COORDINATING ALL CONSTRUCTION ACTIVITIES WITH THE UTILITY COMPANIES.

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY
CHAPTER 217 DESIGN CRITERIA
FOR SEWERAGE SYSTEMS COMPLIANCE NOTES

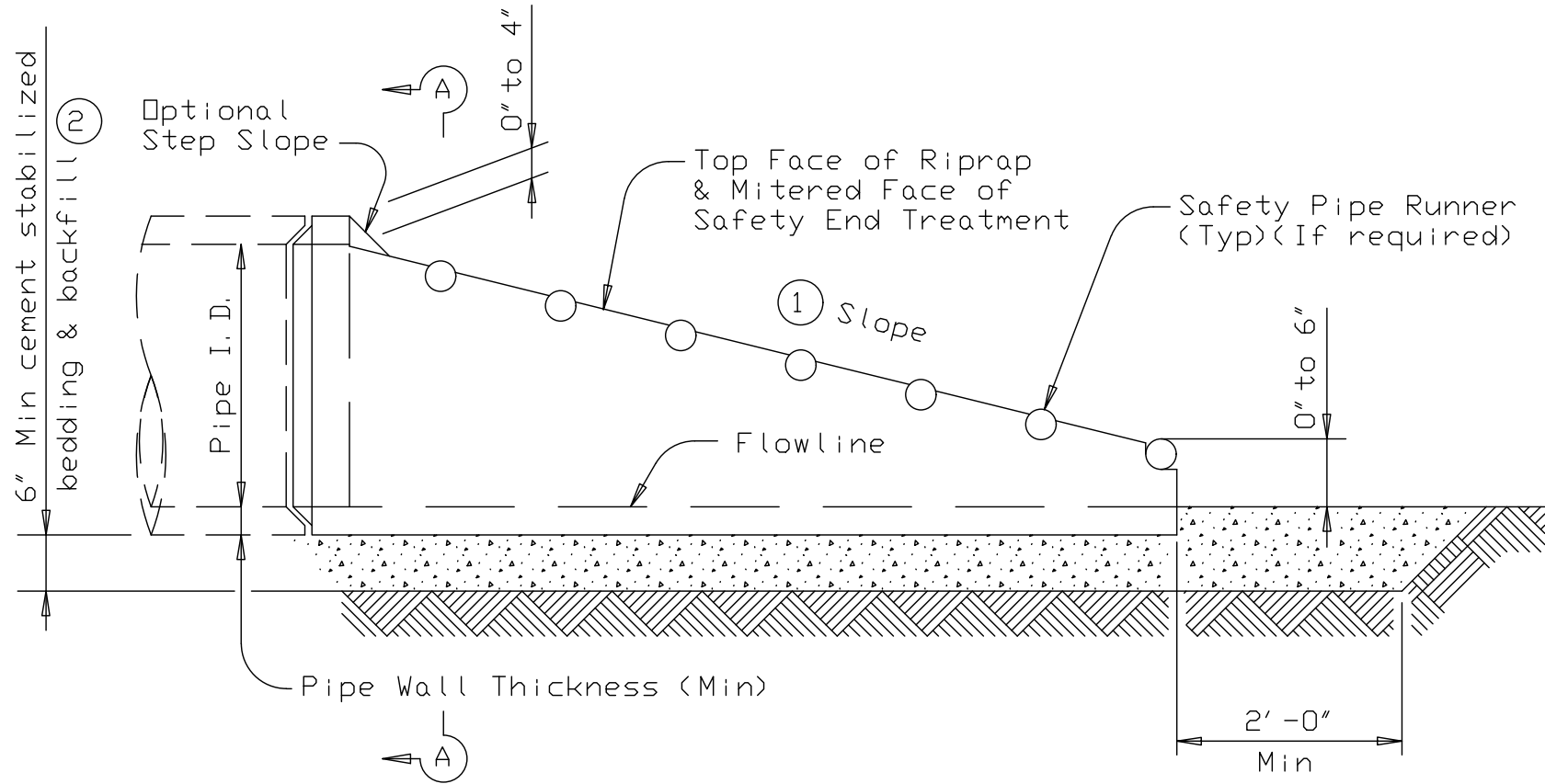
- 1) FLOODPLAIN: THIS PROJECT DOES NOT LIE WITHIN THE 100 YEAR FLOOD PLAIN IN ACCORDANCE WITH FEMA MAP PANELS NO. 240 & 250 COMMUNITY MAP PANEL NO. 48471C0240D & 48471C0250D WALKER COUNTY TEXAS.
- 2) DROP MANHOLE: A DROP PIPE SHALL BE PROVIDED FOR A SEWER ENTERING A MANHOLE MORE THAN 24 INCHES ABOVE THE INVERT PER 217.55 (L)(2)(H)
- 3) BEDDING: SHALL BE IN ACCORDANCE WITH 217.54 CLASS I II, OR III AS DESCRIBED IN ASTM D-2321 (ANSI K65.171) SHALL BE USED FOR ALL FLEXIBLE AND SEMI-RIGID PIPES.
- 4) TESTS: AIR TEST AND DEFLECTION TEST SHALL BE IN ACCORDANCE WITH 217.57 (A)(1) AND 217.57(B)
- 5) SEWER LINE/WATER LINE SEPARATION SHALL BE IN ACCORDANCE WITH TCEQ RULES CHAPTER 217 217.53(D)
- 217.53(D) SEPARATION DISTANCES. THE FOLLOWING RULES APPLY TO SEPARATION DISTANCES BETWEEN POTABLE WATER AND SANITARY SEWER TREATMENT PLANTS, AND WATER LINES AND SANITARY SEWERS
- A) WATER LINE/NEW SEWER LINE SEPARATION. WHEN NEW SANITARY SEWERS ARE INSTALLED, THEY SHALL BE INSTALLED NO CLOSER TO WATER LINES THAN NINE FEET IN ALL DIRECTIONS. SEWERS THAT PARALLEL WATERLINES MUST BE INSTALLED IN SEPARATE TRENCHES. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED THE FOLLOWING GUIDELINES WILL APPLY:
1. WHERE A SANITARY SEWER PARALLELS A WATERLINE THE SEWER SHALL BE CONSTRUCTED OF CAST IRON, DUCTILE IRON OR PVC MEETING ASTM SPECIFICATIONS WITH A PRESSURE RATING FOR BOTH THE PIE AND JOINTS OF 150 PSI. THE VERTICAL SEPARATION SHALL BE A MINIMUM OF TWO FEET BETWEEN OUTSIDE DIAMETERS AND THE HORIZONTAL SEPARATION SHALL BE A MINIMUM OF FOUR FEET BETWEEN THE OUTSIDE DIAMETERS. THE SEWER SHALL BE LOCATED BELOW THE WATERLINE.
2. WHERE A SANITARY SEWER CROSSES A WATERLINE AND THE SEWER IS CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC WITH A MINIMUM DISTANCE OF 6 INCHES BETWEEN OUTSIDE DIAMETERS SHALL BE MAINTAINED. IN ADDITION THE SEWER SHALL BE LOCATED BELOW THE WATERLINE WHERE POSSIBLE AND ONE LENGTH OF THE SEWER PIPE MUST BE CENTERED ON THE WATERLINE.
3. WHERE A SEWER CROSSES UNDER A WATERLINE AND THE SEWER IS CONSTRUCTED OF ABS TRUSS PIPE, SIMILAR SEMI RIGID PLASTIC COMPOSITE PIPE, CLAY PIPE OR CONCRETE PIPE WITH GASKET JOINTS, A MINIMUM TWO FOOT SEPARATION DISTANCE SHALL BE MAINTAINED. THE INITIAL BACKFILL SHALL BE CEMENT STABILIZED SAND (2 OR MORE BAGS PER CY OF SAND) FOR ALL SECTIONS OF SEWER WITHIN NINE FEET OF THE WATERLINE. THIS INITIAL BACKFILL SHALL BE FROM ONE QUARTER THE DIAMETER BELOW THE CENTER LINE OF THE PIPE TO ONE DIAMETER (BUT NOT LESS THAN 12 INCHES) ABOVE THE TOP OF THE PIPE.
4. WHERE A SEWER CROSSES OVER A WATERLINE ALL PORTIONS OF THE SEWER WITHIN NINE FEET OF THE WATERLINE SHALL BE CONSTRUCTED OF CAST IRON, DUCTILE IRON, OR PVC PIPE WITH A PRESSURE RATING OF AT LEAST 150 PSI USING APPROPRIATE ADAPTERS. IN LIEU OF THIS PROCEDURE THE NEW CONVEYANCE MAY BE ENCASED IN A JOINT OF 150 PSI PRESSURE CLASS PIPE AT LEAST 18 FEET LONG AND TWO NOMINAL SIZES LARGER THAN THE NEW CONVEYANCE. THE SPACE AROUND THE CARRIER PIPE SHALL BE SUPPORTED AT 5 FEET INTERVALS WITH SPACERS OR BE FILLED TO THE SPRING LINE WITH WASHED SAND. THE ENCASEMENT PIPE SHOULD BE CENTERED ON THE CROSSING AND BOTH ENDS SEALED WITH CEMENT GROUT OR MANUFACTURED SEAL.
- B. WATER LINE/MANHOLE SEPARATION. UNLESS SANITARY SEWER MANHOLES AND THE CONNECTING SEWER CAN BE MADE WATERTIGHT AND TESTED FOR NO LEAKAGE, THEY MUST BE INSTALLED SO AS TO PROVIDE A MINIMUM OF NINE FEET OF HORIZONTAL CLEARANCE FROM AN EXISTING OR PROPOSED WATERLINE. WHERE THE NINE FOOT SEPARATION DISTANCE CANNOT BE ACHIEVED, A CARRIER PIPE AS DESCRIBED IN SUBSECTION (A)(4) OF THIS SECTION MAY BE USED WHERE APPROPRIATE.

WATER LINE CONSTRUCTION NOTES

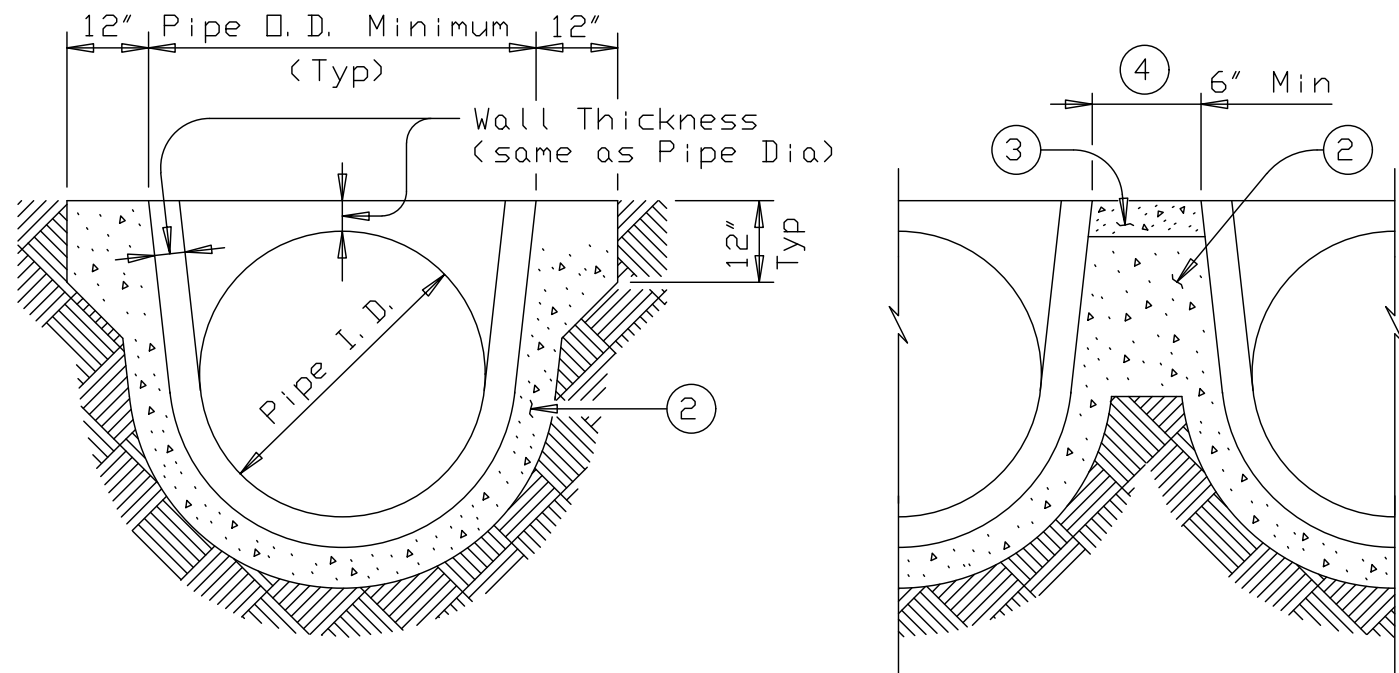
- 1) CONTRACTOR SHALL PROVIDE ADEQUATE THRUST BLOCKING AND ALL THREAD SECURED OR MEGA LUG OR APPROVED EQUAL TO WITHSTAND THE TEST PRESSURE AS SPECIFIED IN THE TCEQ REQUIREMENTS FOR WATERLINE TESTING.
- 2) CONTRACTOR IS RESPONSIBLE FOR AND SHALL CONTACT THE COUNTY PERMITS BEFORE THE INSTALLATION OF THE SERVICE LINE, WATER METER, FIRE SPRINKLER, AND/OR IRRIGATION LINES.
- 3) CONTRACTOR SHALL CONTACT THE COUNTY TO SCHEDULE THE INSTALLATION OF THE WATER METER AND WATER METER ASSEMBLIES ON LARGE METER CONNECTIONS WHEN IT IS READY TO BE DONE.
- 4) PRIOR TO WATER MAIN CONSTRUCTION THE CONTRACTOR SHALL CONTACT THE COUNTY NO LESS THAN 48 HOURS IN ADVANCE AND COMPLY WITH ALL REQUIREMENTS NECESSARY FOR APPROVAL OF THE WATER MAIN CONSTRUCTION.
- 5) SEPARATION DISTANCES BETWEEN ALL WATER MAINS AND SANITARY SEWER LINES SHALL BE GOVERNED BY TCEQ CHAPTER 290.
- 6) ALL WATER MAINS SHALL HAVE A MINIMUM COVER OF 3' FROM THE BOTTOM OF THE SUBGRADE OF THE PAVEMENT AND/OR 4' BELOW THE DITCH FLOW LINE OR NATURAL GROUND.
- 7) ALL WATER MAINS SHALL BE HYDROSTATICALLY TESTED IN ACCORDANCE WITH AWWA C605 FOR PVC OR AWWA C600 FOR DI PIPE AS REQUIRED IN 30 TAC 290-44 (A) (5) AND DISINFECTED BEFORE BACTERIOLOGICAL TESTING PER AWWA STANDARD C-651 AND APPROVED PRIOR TO USE.
- 8) ALL WATER MAINS FOR 4" THROUGH 12" SHALL BE AWWA C-900 PVC. ALL WATER MAINS FOR 14" THROUGH 36" SHALL BE AWWA C-905 PVC UNLESS OTHERWISE SPECIFIED IN THE PLANS.
- 9) ALL FITTINGS FOR FIRE HYDRANTS SHALL HAVE RESTRAINED MECHANICAL JOINTS AND MUST BE ANCHORED TO RIGID FITTINGS USING TWO 5/8"x7" STAINLESS STEEL ALL THREAD RODS NUTS AND WASHERS.



PLAN VIEW - 12" THRU 24"



LONGITUDINAL ELEVATION - 12" THRU 24"



SECTION A-A

MULTIPLE PIPE INSTALLATION

GENERAL NOTES:

Precast safety end treatment for reinforced concrete pipe may be used for TYPE II end treatment as specified in Item "Safety End Treatment". When Precast Safety End Treatment is used as a Contractor's alternate to mitered RCP, Riprap will not be required unless noted otherwise on the plans.

All precast concrete end sections shall be manufactured in accordance with Item "Reinforced Concrete Pipe Culverts" and in accordance with ASTM Specification C-76, Class III, Wall B for circular pipe.

Precast concrete end sections shall be provided with a spigot or bell end for compatibility to upstream or downstream end conditions with sufficient annular space to allow for mortar, cold applied asphalt joint compound or pre-formed plastic gasket material.

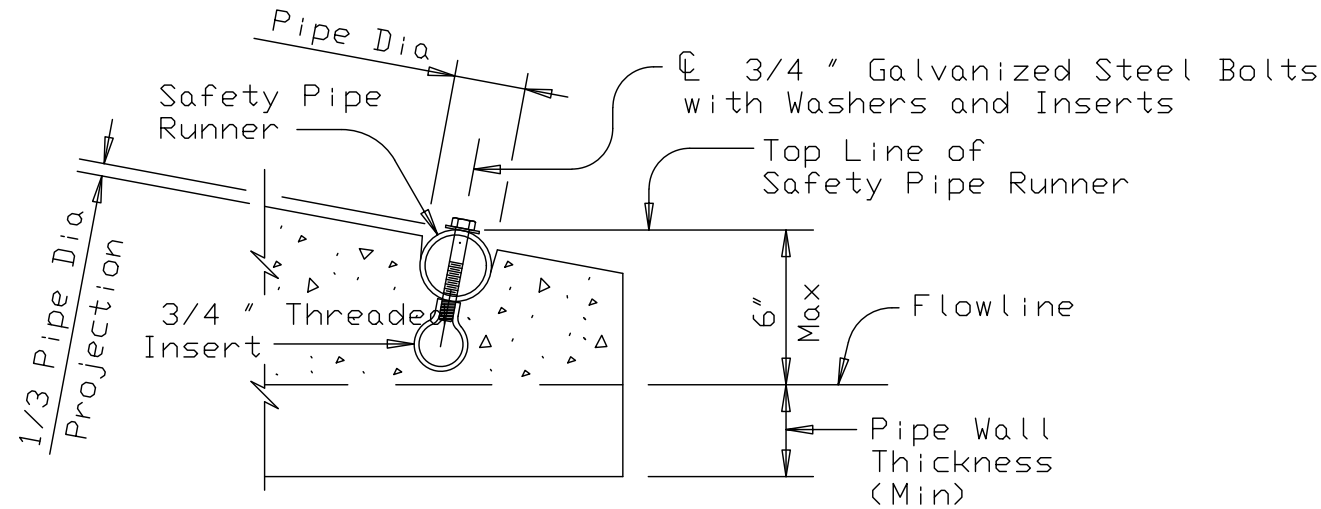
Methods of lifting shall be provided by the manufacturer for ease of loading, unloading and installation.

Pipe Runners are designed for a traversing load of 10,000 Lbs at yield as recommended by Research Report 280-2F, "Safety Treatment of Roadside Parallel-Drainage Structures", Texas Transportation Institute, March 1981.

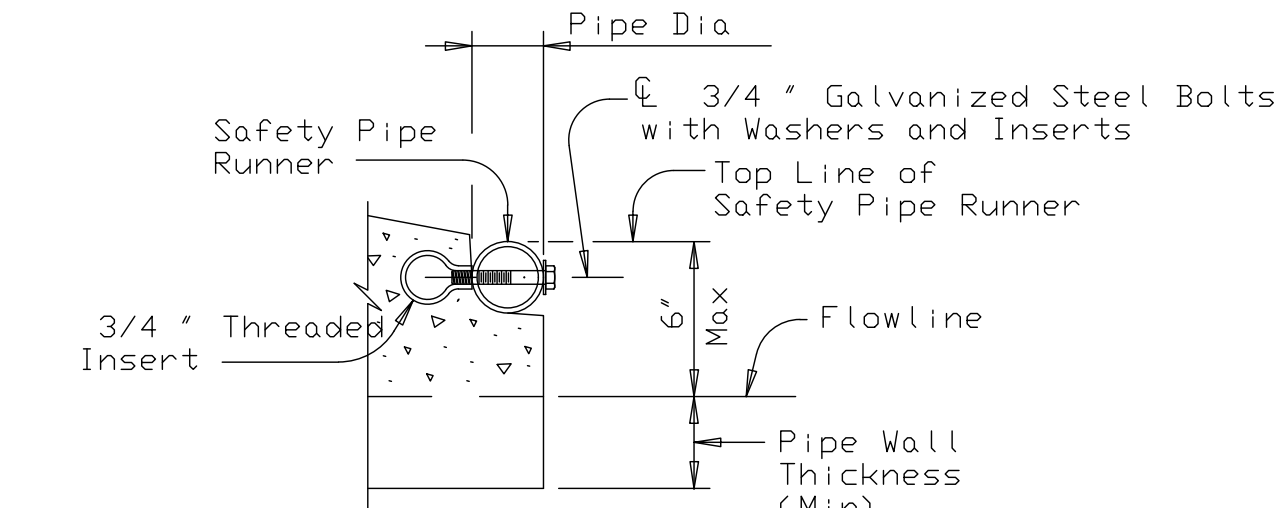
Pipe Runners shall conform to the requirements of ASTM A53 (Type E or S, Grade B), ASTM A500 (Grade B), or API 5LX52.

All steel components except reinforcing, shall be galvanized after fabrication. Galvanizing damaged during transport or construction shall be repaired in accordance with the specifications.

DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.



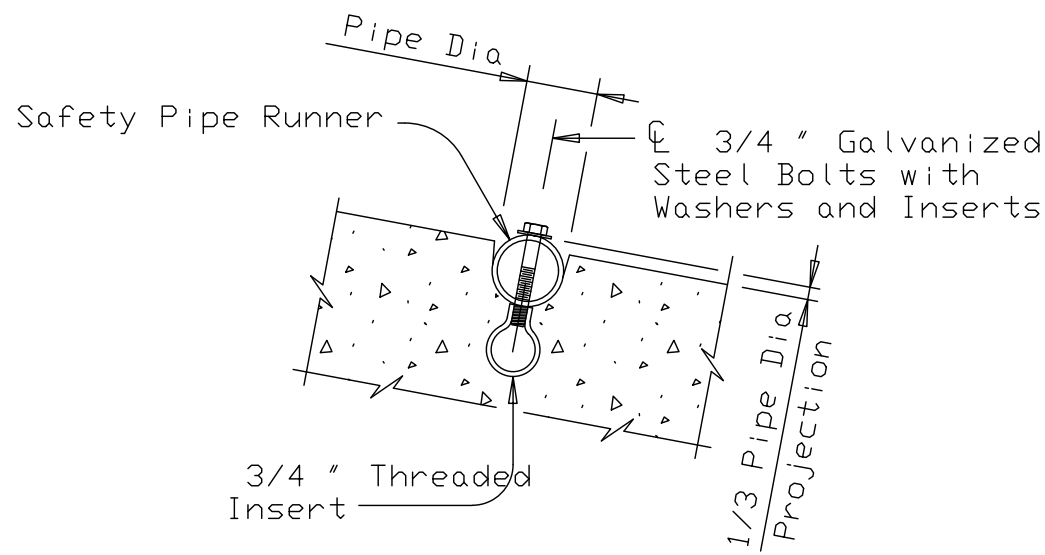
OPTION A



OPTION B

END DETAILS FOR INSTALLATION OF SAFETY PIPE RUNNERS

(If required)




INSTALLATION DETAIL FOR SAFETY PIPE RUNNERS

(If required)

- ① Slope as shown elsewhere in the plans. Slope of 6:1 or flatter is required for vehicle safety.
- ② Cement stabilized bedding and backfill shall be in accordance with the Item, "Excavation and Backfill for Structures". Bedding and backfill shall be considered subsidiary to the Item "Safety End Treatment". When concrete riprap is specified around the Safety End Treatment backfill shall be as directed by Engineer.
- ③ The top 4" of void between Precast End Treatments shall be filled with concrete Riprap and shall be considered subsidiary to Safety End Treatment.
- ④ Clear distance between pipes shall be adjusted to provide for the minimum distance between safety end treatments.

PIPE I. D.	MINIMUM WALL THICKNESS	MINIMUM O. D.	MIN O. D. AT TAPERED END	MIN REINF REQUIREMENTS (S _a in/ft of pipe)	MAXIMUM SLOPE	MINIMUM LENGTH OF UNIT	PIPE RUNNERS REQUIRED		REQUIRED PIPE RUNNER SIZES		
							SINGLE PIPE	MULTIPLE PIPE	NOMINAL DIA.	O. D.	I. D.
12"	2"	16"	16"	0.07 CIRC.	6:1	4'-0"	No	Yes, for >2 pipes	3" STD	3.500"	3.068"
15"	2 1/4 "	19 1/2 "	19"	0.07 CIRC.	6:1	5'-8"	No	Yes, for >2 pipes	3" STD	3.500"	3.068"
18"	2 1/2 "	23"	21 1/2 "	0.07 CIRC.	6:1	7'-3"	No	Yes, for >2 pipes	3" STD	3.500"	3.068"
24"	3"	30"	27"	0.07 CIRC.	6:1	10'-6"	No	Yes, for >2 pipes	3" STD	3.500"	3.068"
30"	3 1/2 "	37"	31"	0.18 CIRC.	6:1	12'-1"	No	Yes	4" STD	4.500"	4.026"
36"	4"	44"	36"	0.19 ELIP.	6:1	15'-4"	Yes	Yes	4" STD	4.500"	4.026"
42"	4 1/2 "	51"	41 1/2 "	0.23 ELIP.	6:1	18'-7"	Yes	Yes	4" STD	4.500"	4.026"



Texas

Department of Transportation

Bridge Division

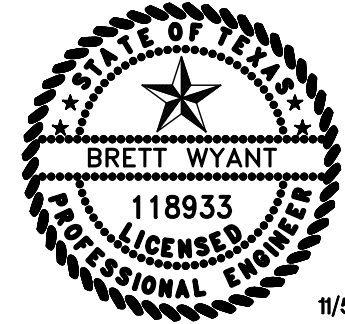
PRECAST SAFETY END

TREATMENT

TYPE II ~ PARALLEL DRAINAGE

PSET-RP

FILE: psetrp.dgn	DN: RLW	CK: KLR	DW: JTR	CK: GAF							
©TxDOT September 2001	DISTRICT	FEDERAL AID PROJECT				SHEET					
<div> <div>REVISIONS</div> <div>Nov. 2001 - Added General Note about Riprap.</div> </div>											
		COUNTY	CONTROL	SECT	JOB	HIGHWAY					



11/5/2021
Brett Wyant
PE

CONSTRUCTION NOTES

3 HILLS RV PARK
900 FM 247, WALKER COUNTY, TX

SPEAR POINT ENGINEERING, LLC

SBPE Firm No. 18904
604 W. WORKSHAM STREET
Willis, Texas 77378
(936) 718-1998

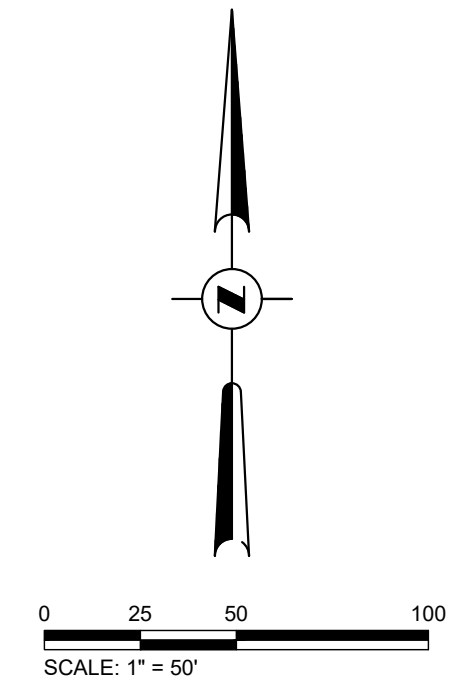
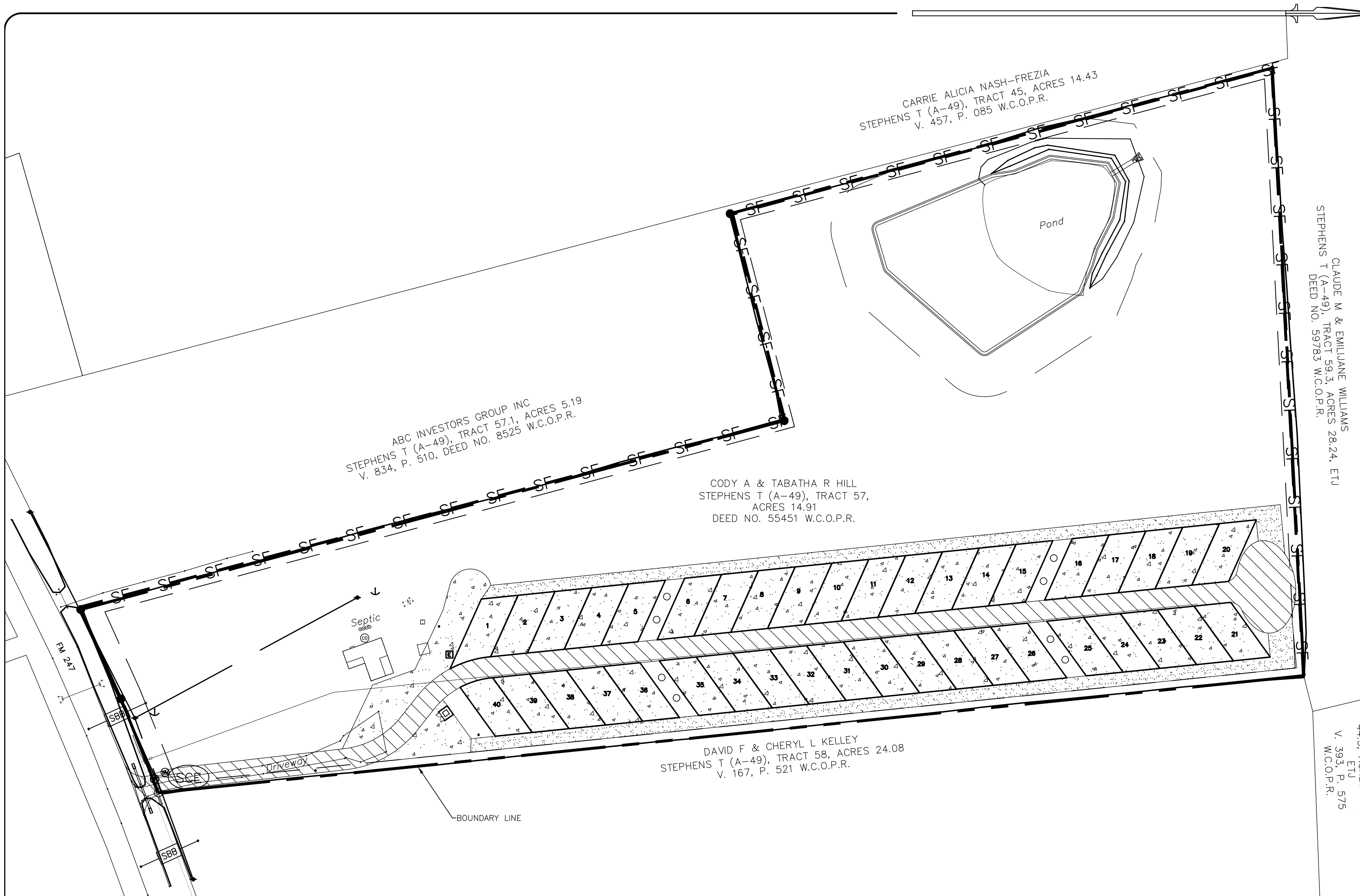
PREPARED FOR:
CODY HILL
9721 CYPRESSWOOD DRIVE #513
HOUSTON, TX 77070

JOB #

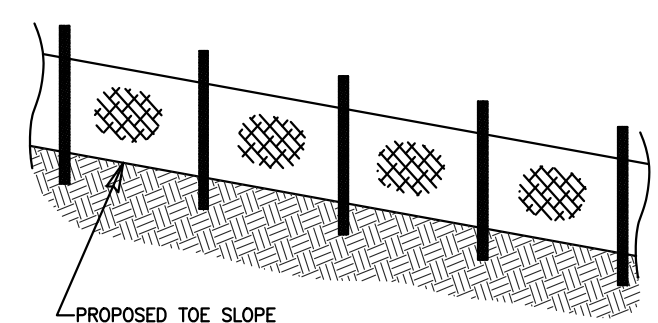
1173

SHEET:

7 OF 8

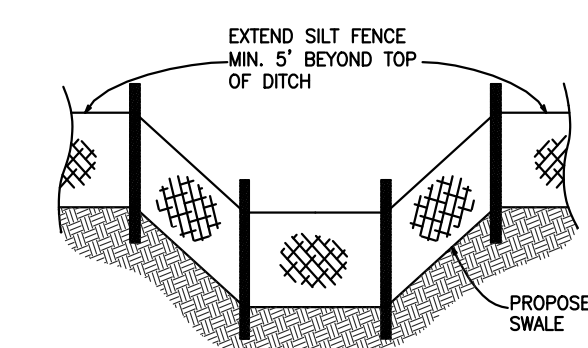


- SILT FENCING NOTES:
1. POST TO BE AT 3 FT. MAXIMUM SPACING. IF FACTORY PRE ASSEMBLED FENCE WITH SUPPORT NETTING IS USED, SPACING OF POST MAY BE INCREASED TO 8 FT. MAXIMUM.
 2. WHEN TWO SECTIONS OF FILTER CLOTH ADJOIN EACH OTHER THEY SHOULD BE OVERLAPPED 6 INCHES AT THE POSTS AND FOLDED.

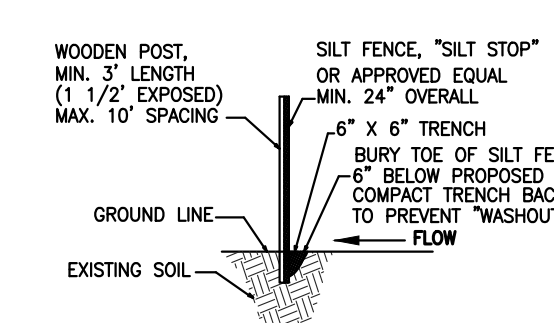


SILT FENCE DETAILS

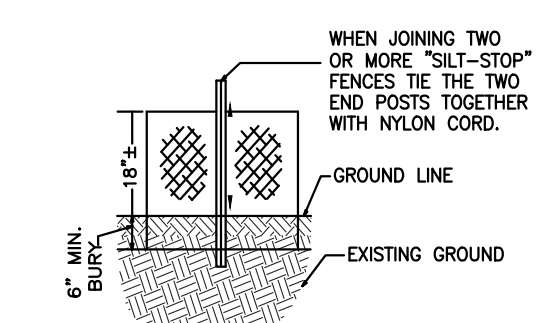
SCALE: NONE
SYMBOL
SF



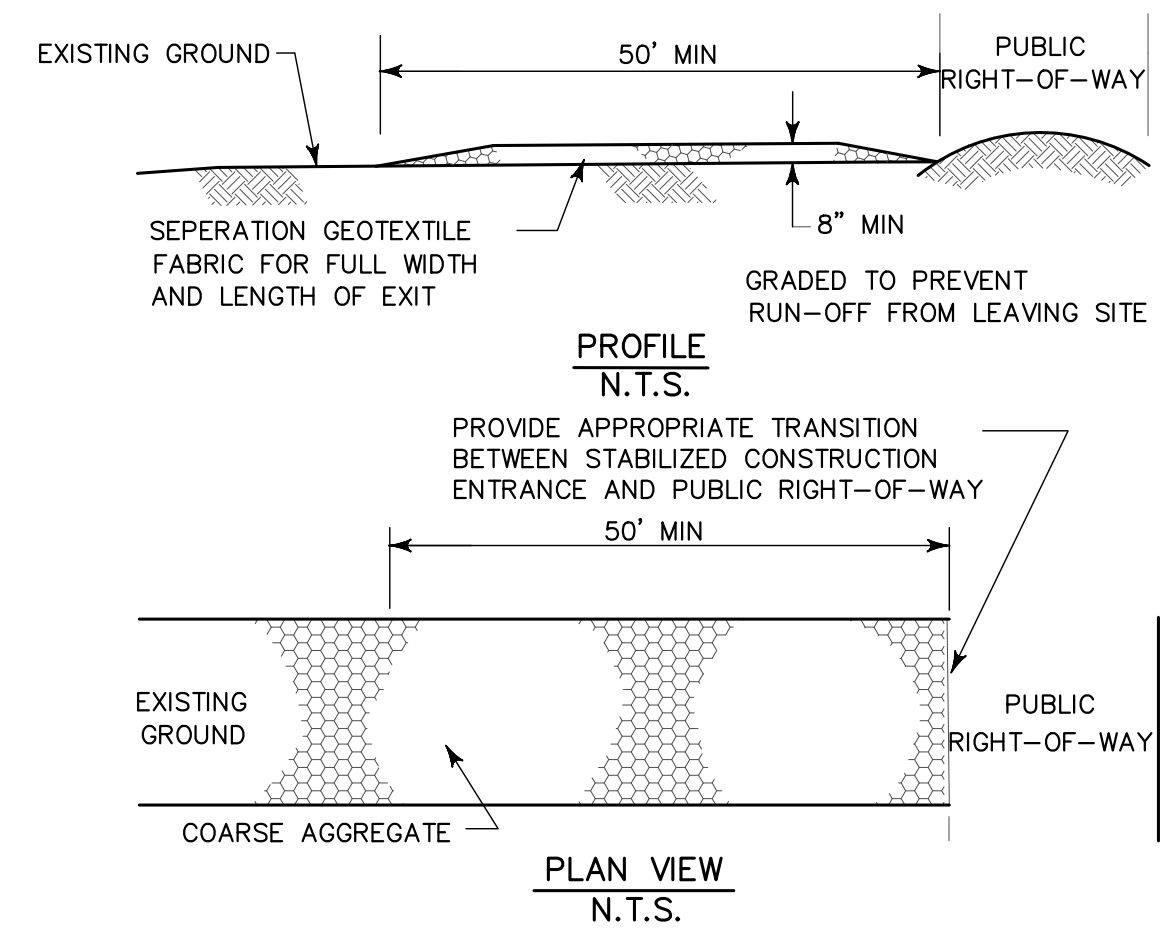
VIEW AT DITCH



SIDE VIEW

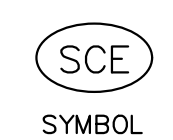


FRONT VIEW



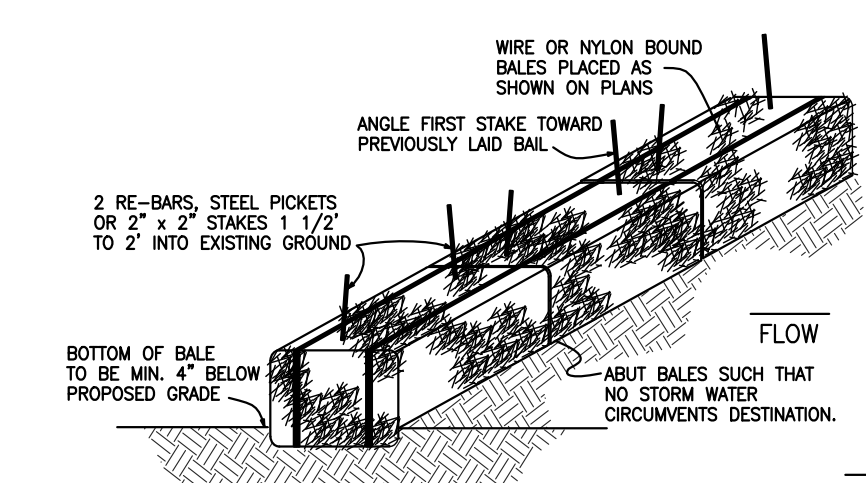
CONSTRUCTION NOTES:

1. LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN 50 FEET.
2. THICKNESS SHALL BE NOT LESS THAN 8 INCHES. WIDTH SHALL BE NOT LESS THAN FULL WIDTH OF ALL POINTS OF INGRESS OR EGRESS.
3. STABILIZATION FOR OTHER AREAS SHALL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
4. STABILIZED AREA MAY BE WIDENED OR LENGTHENED TO ACCOMMODATE A TRUCK WASHING AREA. AN OUTLET SEDIMENT TRAP MUST BE PROVIDED FOR THE TRUCK WASHING AREA.
5. SEE SECTION 01569 - STABILIZED CONSTRUCTION ENTRANCE.
6. STABILIZED CONSTRUCTION ENTRANCE SHALL BE MAINTAINED FREE OF SEDIMENT FOR THE DURATION OF THE PROJECT.



SYMBOL

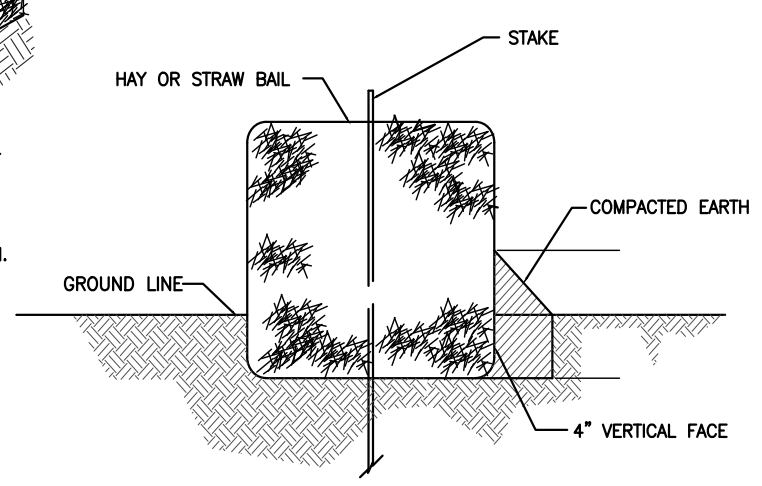
STABILIZED CONSTRUCTION ENTRANCE



ANCHORING DETAIL

STRAW BALE BARRIER DETAIL

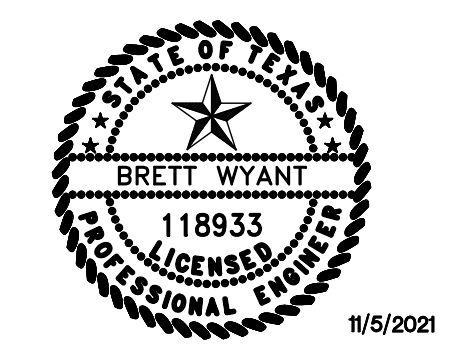
SCALE: NONE
SYMBOL
SBB



CROSS SECTION

1. REVISIONS TO THESE ENGINEERING PLANS MUST BE AUTHORIZED BY SPEAR POINT ENGINEERING PRIOR TO CONSTRUCTION.
2. SANITARY SEWER DESIGN BY OTHERS. 36" TYP. BURY FOR FIM. SYSTEM.
3. WATER & SEWER UTILITIES SHALL BE INSTALLED PER TNRCC MINIMUM REQUIREMENTS.

CONTRACTOR SHALL SOD ALL DISTURBED AREAS IN THE RIGHT OF WAYS AND HYDRO-MULCH SEED ALL ON-SITE AREAS. CONTRACTOR MUST WATER AND MAINTAIN HYDRO-MULCH UNTIL 70% OF GRASS HAS BEEN ESTABLISHED ACROSS ENTIRE SITE.



TEMPORARY EROSION CONTROL PLAN

3 HILLS RV PARK
900 FM 247, WALKER COUNTY, TX

SPEAR POINT ENGINEERING, LLC

TBPE Firm No. 18904
604 W. WORSHAM STREET
Willis, Texas 77378
(936) 718-1998

PREPARED FOR:
CODY HILL
9721 CYPRESSWOOD DRIVE #513
HOUSTON, TX 77070

JOB #
1173

SHEET: 8 OF 8

SPEAR POINT
ENGINEERING, LLC

January 4, 2022

Mr. Andy Isbell
Walker County Planning & Development Department
1313 University Ave.
Walker County, TX 77340

Re: Mitchell Cemetery Crossing (SPE Job #1161)

Dear Andy,

Spear Point Engineering is representing BHA Property Holdings LLC on the +/-2000 acre tract located at FM 2296 and US 75. We have begun the process to obtain access to the tract from US 75 across the railroad tracks. Currently the railroad is not entertaining the addition of any new crossings. We have since met with the National Forest about relocating the Mitchell Cemetery crossing, and extending that access road approximately 1400 feet north through the forest. At this point construct a new crossing that would be shared between the subject tract and the Forest service. By relocating the crossing upgrades would be required to meet the current standards. These upgrades may include but are not limited to signalized railroad crossing and TXDOT turn lanes. The property owner has accepted financial responsibility for the design and implementation of any required improvements for the proposed crossing relocation. Due to the railroad requiring the end owner to apply for the crossing permit, we have requested that Walker County make the application as they currently maintain the roadway to the cemetery past that point it becomes a forest service road.

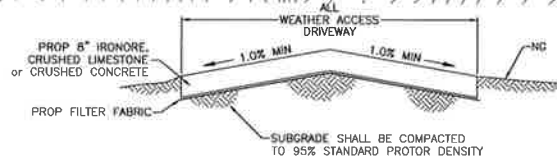
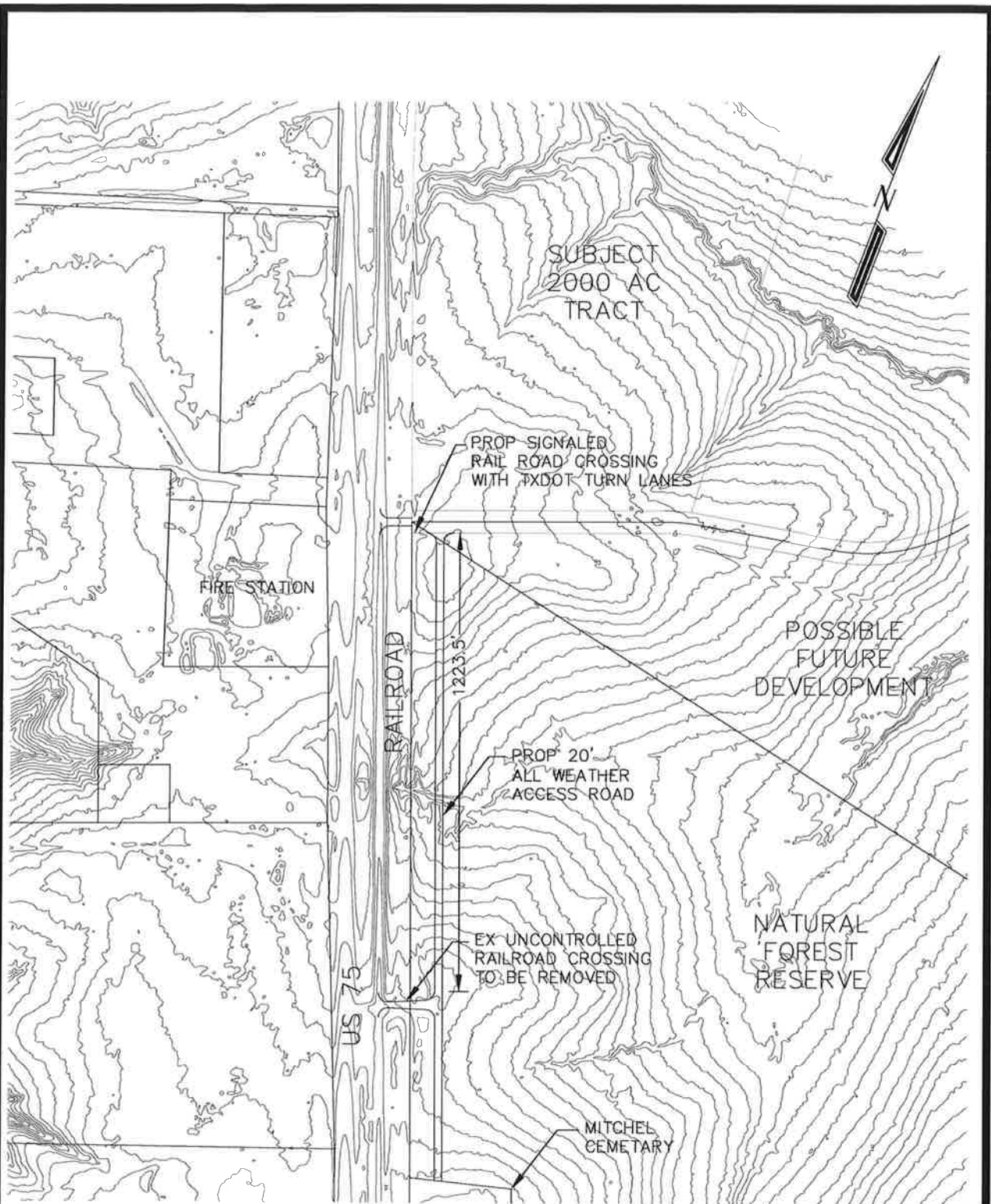
Please contact me at Jerry@SPETexas.com or 936-256-2626 if you have any additional questions or concerns.

Sincerely,



Jerry McCrorey
President

604 W Worsham St, Suite 100, Willis, TX 77378
· Office · 936-256-2626 ·
Firm No. 18904

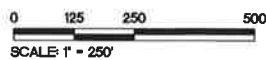


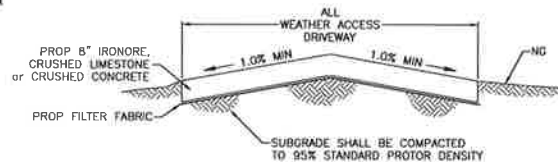
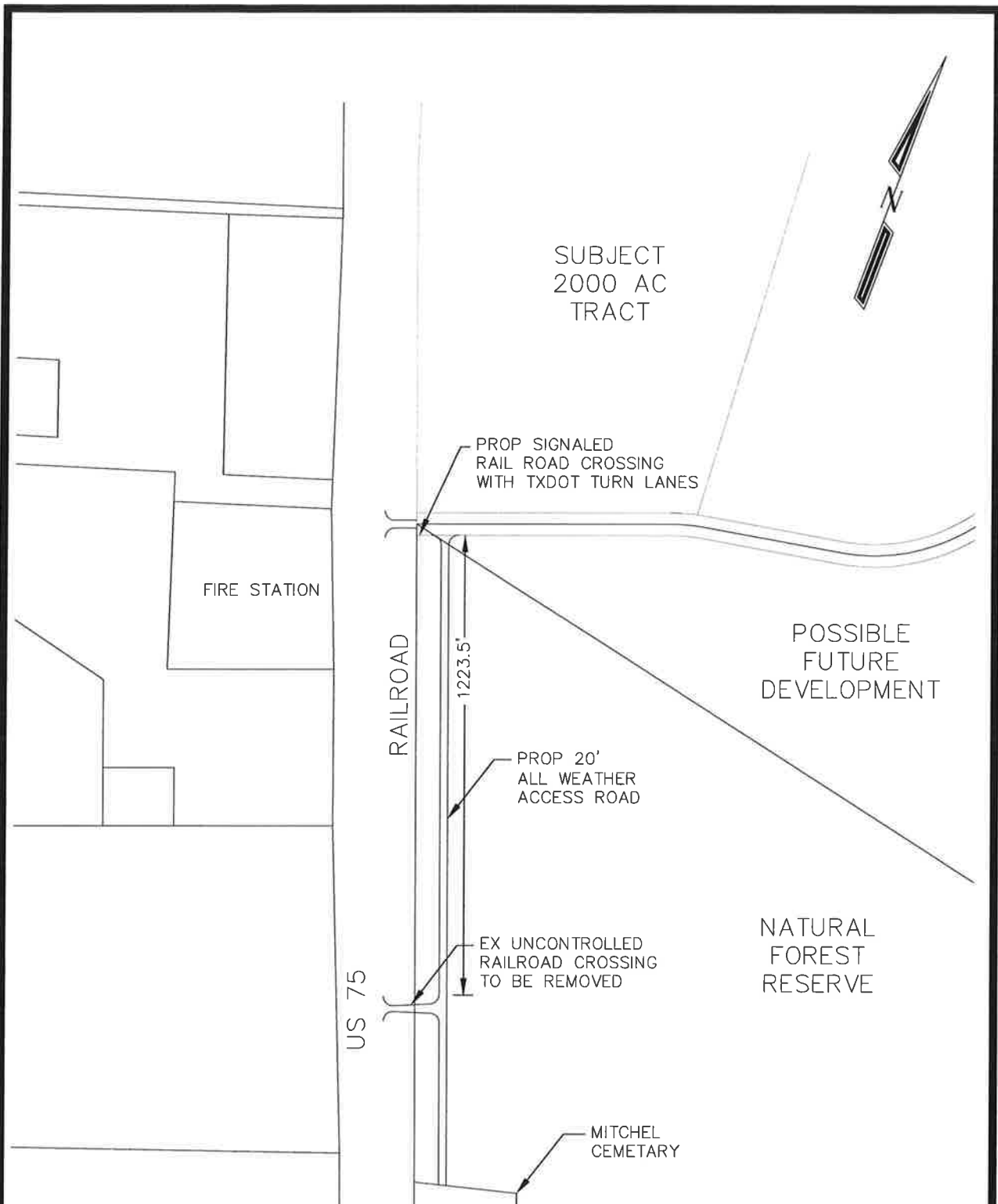
ALLWEATHER DRIVEWAY CROSS-SECTION
N.T.S.

2005 acres NEW WAVERLY

PROJECT #:1161

DATE:01/27/2021





ALLWEATHER DRIVEWAY CROSS-SECTION
N.T.S.

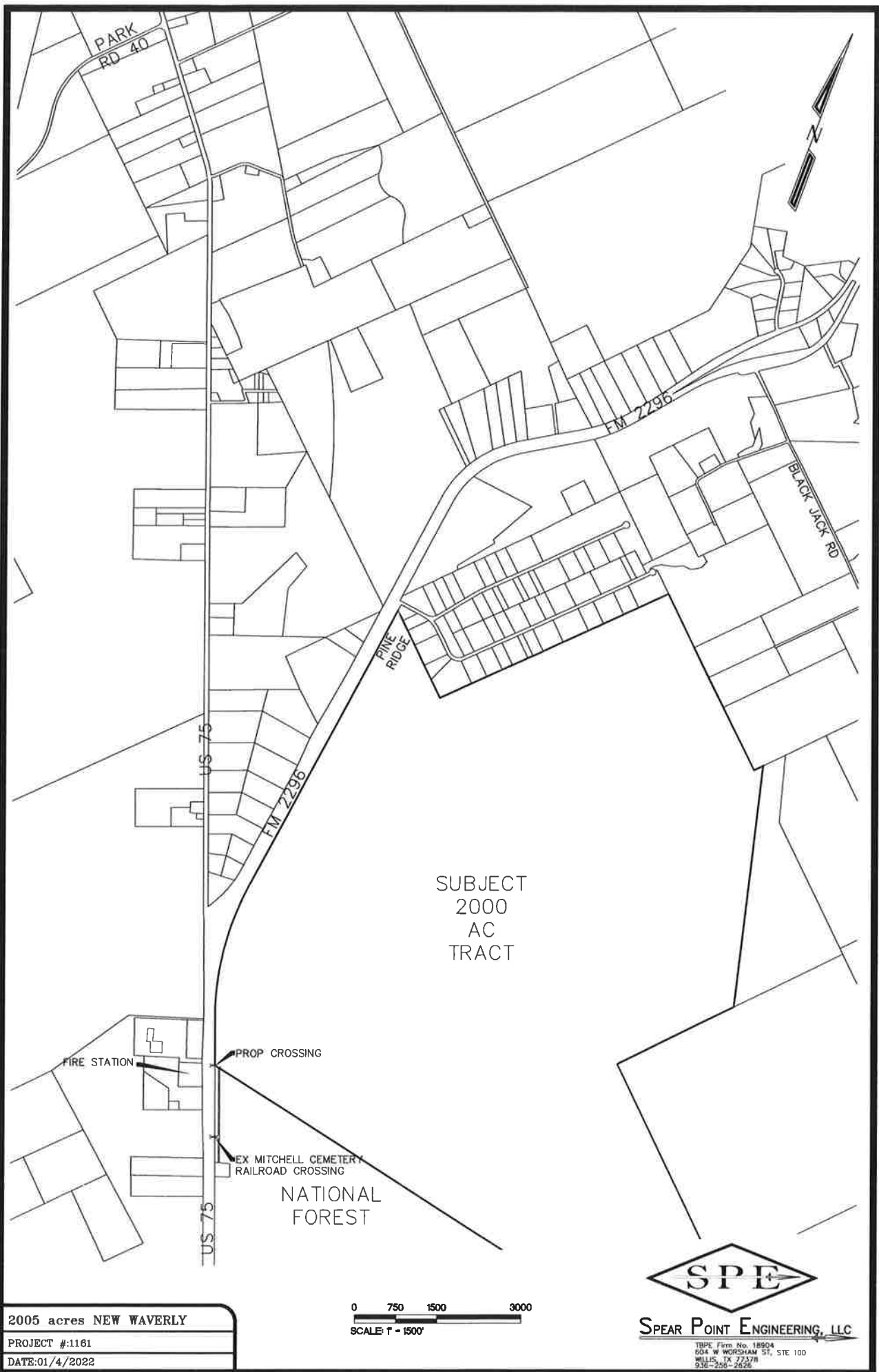
2005 acres NEW WAVERLY

PROJECT #1161

DATE:01/27/2021

0 125 250 500
SCALE: 1" = 250'





2005 acres NEW WAVERLY
PROJECT #:1161
DATE:01/4/2022

VARIANCE REQUEST TO THE SUBDIVISION REGULATIONS OF WALKER COUNTY, TEXAS

Copy all pages of this form and all attachments for (1) community official, (2) building owner.
If any section is not applicable to the proposed development project please mark that section "NA"

SECTION A – PROPERTY INFORMATION		FOR COUNTY USE ONLY
A1. Property Owner's Name Clements USX Accomodation, LLC		Application Number:
A2. Property Owner's Street Address [REDACTED]		Date of Submittal: 1-7-2022
City [REDACTED]	State [REDACTED]	ZIP Code [REDACTED]
A3. Property Owner's Email Address [REDACTED]	A4. Property Owner's Telephone Number [REDACTED]	
A5. Property Description of Parent Tract (Lot and Block Numbers, Legal Description, etc.) Stephens T (A-49), Tract 70. Acres 1., ETJ		
SECTION B – INFORMATION FOR PROPOSED SUBDIVISION TRACT (For projects involving multiple map panels an additional sheet may be listed below or included in an additional attachment)		
B1. Survey and Abstract Stephens T (A-49)	B2. Tax ID Number(s) of Parent Tract Owner ID: 818643	B3. Deed Volume/Page 74087
B4. Existing or Proposed Name of Subdivision NO	B5. Is the application for a division of a lot in an Existing Platted Subdivision? (Yes/No) NO	
THE ABOVE NAMED APPLICANT DOES HEREBY MAKE AN APPEAL TO THE COMMISSIONER'S COURT OF WALKER COUNTY FOR A VARIANCE TO THE REGULATORY REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF WALKER COUNTY, TEXAS.		
SECTION C – LIST OF ATTACHMENTS Please list any supporting documents or submittals included with the variance request as attachments.		
Description of Attachment(s)		Exhibit #
c.1 Site Plan		
c.2 Floor Plan		
c.3 Power of Attorney		
c.4		

SECTION D - VARIANCE REQUEST

(All Variance requests need to include the specific variance along with the Section(s) of the Regulation to which they apply)

- D.1 A Variance is requested to Section(s) Entire Policy of the Subdivision Regulations of Walker County, Texas as follows:

David & Gayle Clements want to build 4-6
rentals on their property to manage and own
themselves. It is hard to know what part of the
policy to request a variance from without a specific rental policy.

SECTION E - APPLICANT'S JUSTIFICATION AND PRESENTATION FACTORS EFFECTING VARIANCE

(All variance requests to the Walker County Subdivision Regulations need to be included along with the Section(s) of the Regulation to which they apply)

- E.1 Is the variance related to the design or construction of improvements to be constructed within the subdivision?
Yes ☒ No ☐

If "Yes" the request should be accompanied by an engineer's opinion and justification for the variance.

- E.2 Please explain the cause or reason the variance is being requested (attach additional pages as "Exhibit E.2"):

Owner does not want to subdivide or sell partial
property. The tract is intended to stay intact. Leases will be no
longer than 2 years, so this is not a work around to sell.
6 cabins will be built for the specific purpose of
residential leases.

- E.3 Will the failure to grant the variance requested result in any exceptional hardship to the applicant?

Yes ☐ No ☒

If yes please explain below:

- E.4 Does the applicant propose any additional conditions, mitigation, or additional requirements not addressed within the Walker County Subdivision Regulations that will or have been met by the applicant as a condition of the variance being granted?

Yes ☐ No ☒ Please list the additional measures below.

SECTION F -VARIANCE(S) GRANTED

F.1 A VARIANCE TO THE WALKER COUNTY SUBDIVISION REGULATIONS IS GRANTED AS FOLLOWS:

F.2 THE FOLLOWING CONDITIONS ARE ATTACHED TO THE VARIANCE:

SECTION G - NOTICE, ACKNOWLEDGEMENT, AND CERTIFICATIONS

NOTICE

ALL DEVELOPMENT MUST BE IN STRICT COMPLIANCE WITH THE CONDITIONS STATED HEREIN AND ANY OTHER CONDITIONS STATED WITHIN THE APPLICATION OR DURING THE PRESENTATION TO COMMISSIONERS COURT. ANY VARIATION MAY RESULT IN THE IMMEDIATE SUSPENSION OR CANCELLATION OF THIS VARIANCE. VIOLATION OF THE CONDITIONS OF THIS VARIANCE MAY ALSO RESULT IN THE COMMISSIONERS COURT SEEKING INJUNCTIVE RELIEF, CIVIL, OR CRIMINAL PENALTIES.


WARNING

THE APPLICANT ACKNOWLEDGES THAT HE/SHE IS RESPONSIBLE TO ENSURE THAT ANY VARIANCE DOES NOT DAMAGE OR THREATEN THE PUBLIC OR ADJACENT PROPERTIES AND COMPLIES WITH LOCAL, STATE, AND FEDERAL REGULATIONS.

DISCLAIMER

THE COMMISSIONER'S COURT OF WALKER COUNTY AND ANY OFFICER OR EMPLOYEE OF WALKER COUNTY ARE NOT LIABLE FOR DAMAGES OR LOSS RESULTING FROM THE GRANTING OF THIS VARIANCE. THIS VARIANCE IS GRANTED IN RELIANCE UPON THE STATEMENTS AND EVIDENCE SUPPLIED BY THE APPLICANT AND HIS/HER AGENTS IN THE APPLICATION AND PRESENTATION TO COMMISSIONERS COURT.

I, _____, do hereby acknowledge that I have reviewed the provisions, notices, warnings and disclaimers stated above and that I understand them, agree with them and intend to fully comply with them.

Signature of Owner/Applicant	Date
 For owner - Clements USX Accomodation, LLC	12/1/21

SECTION H - ACTION ON VARIANCE BY COMMISSIONER'S COURT

After careful consideration of the reason(s) for the request of variance, the Commissioner's Court of Walker County, Texas has determined that it is within the scope of the variance procedures as outlined in the Walker County Subdivision Regulations to _____ this request for variance.

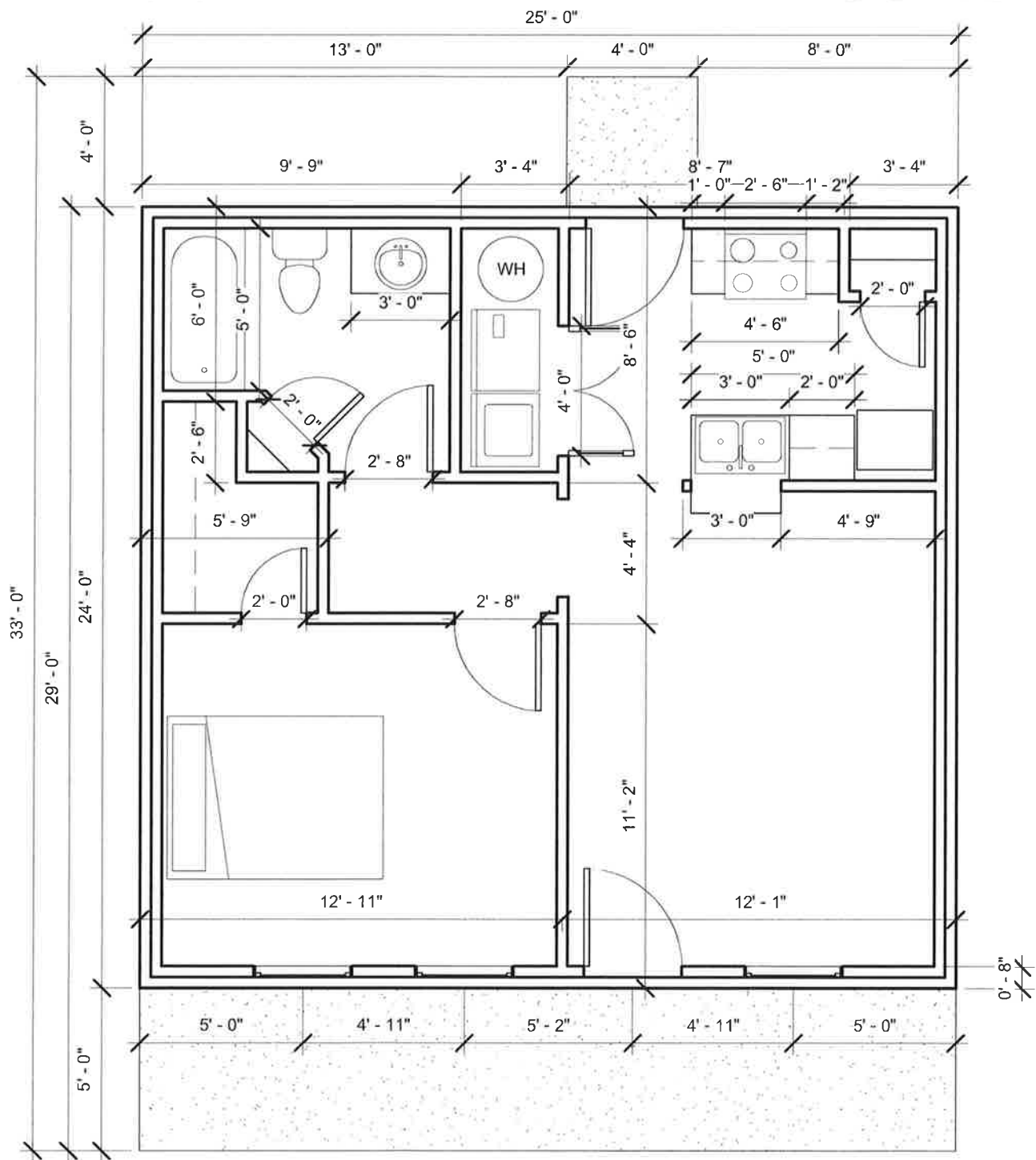
Commissioner's Court Signature	Printed Name	Date

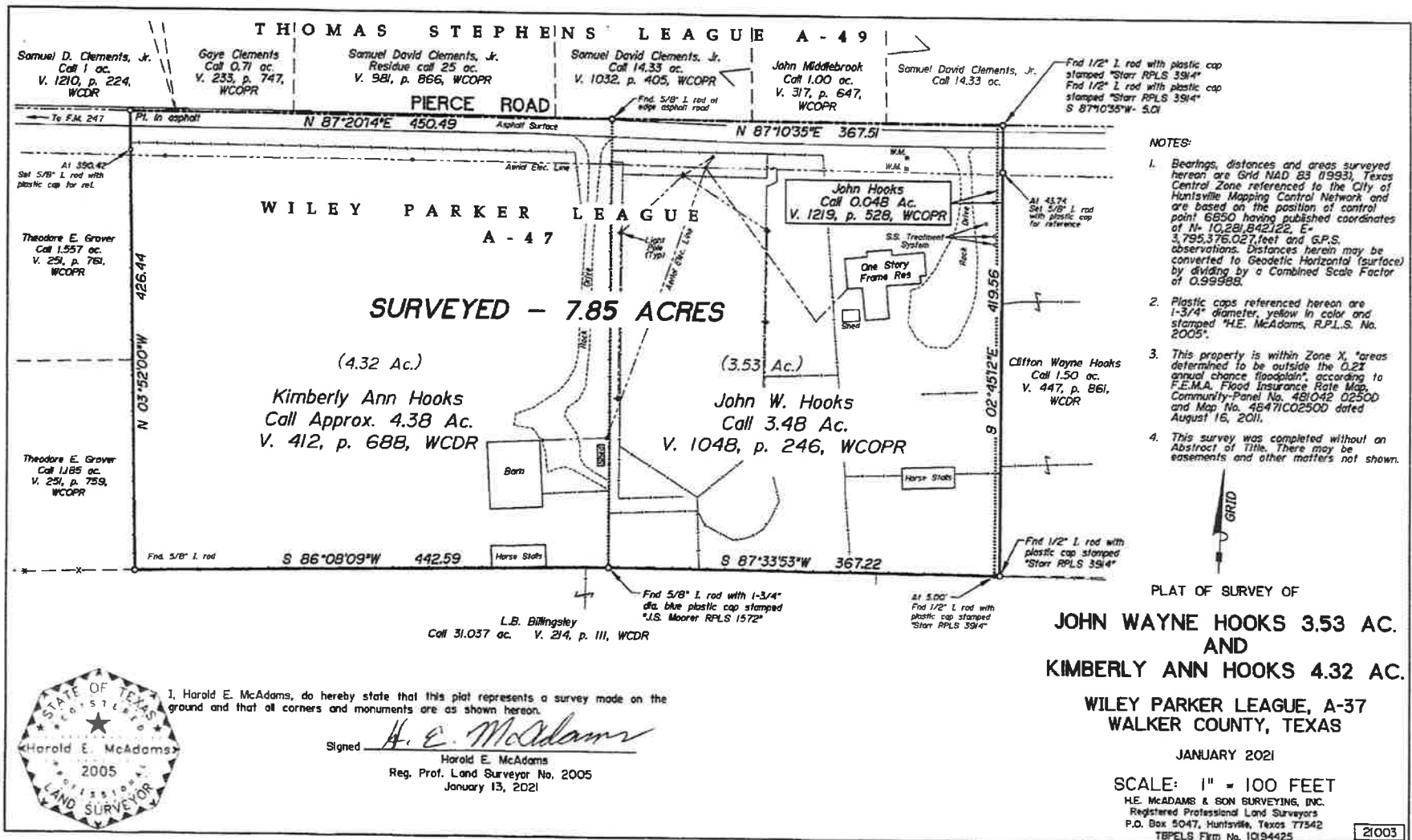
Signature of Owner/Applicant acknowledging conditions after court action.	Date



The Grounds Cabin

755 Sq. Ft. Slab
600 Sq. Ft. HVAC
100 L.F. 12"x24" Beam





VARIANCE REQUEST TO ON-SITE SEWAGE FACILITY REGULATIONS OF WALKER COUNTY, TEXAS

Copy all pages of this form and all attachments for (1) community official, (2) building owner.
If any section is not applicable to the proposed development project please mark that section "NA"

SECTION A - PROPERTY INFORMATION

FOR COUNTY USE ONLY

A1. Property Owner's Name

Roger Burnett

Application Number:

2021-0774

A2. Building/Site Street Address

[REDACTED]

Date of Submittal:

1-11-22

City

[REDACTED]

State

[REDACTED]

ZIP Code

[REDACTED]

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

Edward Miller Survey A-355, 22.44 AC

THE ABOVE NAMED PERMIT APPLICANT DOES HEREBY MAKE AN APPEAL TO THE COMMISSIONER'S COURT OF WALKER COUNTY FOR A VARIANCE TO THE CONDITIONS OF PERMIT APPROVAL, REGULATORY REQUIREMENTS, AND/OR CONSTRUCTION STANDARDS REQUIRED BY THE WALKER COUNTY ON-SITE SEWAGE FACILITY REGULATIONS.

SECTION B - OTHER VARIANCE

(All Variance requests need to include the specific variance along with the Section(s) of the Regulation to which they apply)

B1. A Variance is requested to Section(s) *Table 10 setback* of the On-site Sewage Facility Regulations of Walker County, Texas and / or TAC 30, Chapter 285 as follows:

The Regulations Requires a 50' setback from creeks that appear on the Flood Plain map

SECTION C - JUSTIFICATION AND PRESENTATION OF FACTORS EFFECTING VARIANCE

(This section must be completed by a Registered Sanitarian or Engineer.)

C1. Is the variance being requested for a new on-site sewage facility, or for the modification of an existing OSSF?

New ☐

Existing ☒

C2. Has the proposed OSSF been installed prior to the request for or approval of a variance?

Yes ☒

Existing ☐

This System is being Modified

Initial *WB*

C3. Please explain the cause or reason the variance is being requested (attach additional pages as "Exhibit E");

The Springfield Pvc must cross the Creek to supply the sprinklers

C4. In the opinion of the below signed Registered Sanitarian or Registered Engineer responsible for the preparation of the planning materials that include the variance, will the on-site wastewater facility including the various methods or installation measures requested provide conditions that will provide equivalent or greater protection of the public health and the environment by variant means?

Yes ☒ No ☐

Please explain below:

This variance provide A steel Pipe sleeve to Protect the PVC pipe supplying the sprinklers. This steel pipe will protect the PVC from Damage

C5. Is the OSSF for which the variance is being requested being installed on an existing small lot or tract created before January 1, 1998?

Yes ☐ No ☒

C6. Is the variance being requested for a separation distance?

Yes ☒ No ☐

If the answer is to question C6 is "Yes", then does the below signed Sanitarian or Engineer certify that to the best of his/her knowledge and ability that the provisions of TAC 30, Chapter 285 cannot be met on the site without the grant of a variance?

Yes ☒ No ☐

CERTIFICATION OF REGISTERED SANITARIAN OR ENGINEER

I, the below signed Engineer / Sanitarian do hereby certify that I have reviewed the planning materials and plans for the subject on-site sewage facility and have answered the questions in Section C to the best of my ability and in conformance with standard principles and practices. I further understand that my professional opinion may be relied upon for the issuance of a variance to the local order pertaining to on-site sewage facilities as it relates to equivalent protection of public health and safety and the environment, and a license to operate system under said regulations.

Signature of Sanitarian/Engineer

Wendell BL

Date

1/11/22

Printed Name of Sanitarian/Engineer

Wendell Baker

License #

RS 3523



Initial _____

NOTICE

ALL INSTALLATION AND OPERATION OF THE ON-SITE SEWAGE FACILITY AND/OR ASSOCIATED DEVELOPMENT MUST BE IN STRICT COMPLIANCE WITH THE VARIANCES STATED HEREIN AND OTHER CONDITIONS STATED ON THE DEVELOPMENT PERMIT. ANY VARIATION WILL RESULT IN IMMEDIATE SUSPENSION OR TERMINATION OF THIS VARIANCE AND THE LICENSE TO OPERATE THE ON-SITE SEWAGE FACILITY. FLAGRANT VIOLATION OF THE CONDITIONS OF THIS VARIANCE MAY RESULT IN THE COMMISSIONER'S COURT SEEKING INJUNCTIVE RELIEF, CIVIL, OR CRIMINAL PENALTIES.

WARNING

THE GRANTING OF A VARIANCE IS LIMITED TO THE PERMITTING STANDARDS AND LOCAL REGULATORY STANDARD ONLY. THE APPLICANT ACKNOWLEDGES THAT HE/SHE IS RESPONSIBLE TO ENSURE THAT ANY VARIANCE DOES NOT DAMAGE OR THREATEN THE HEALTH OF OCCUPANTS OR NEARBY PROPERTIES OR PROPERTY OWNERS, AND COMPLIES WITH ALL OTHER MINIMUM LOCAL, STATE, AND FEDERAL REGULATIONS.

DISCLAIMER

THE COMMISSIONER'S COURT OF WALKER COUNTY AND ANY OFFICER OR EMPLOYEE OF WALKER COUNTY ARE **NO** LIABLE FOR DAMAGES OR INJURIES RESULTING FROM A PERMIT FOR WHICH THIS VARIANCE IS GRANTED.

I, _____, do hereby acknowledge that I have reviewed the provisions, warnings, notices, and disclaimers stated above and that I understand them agree with them and intend to comply fully with them. I am fully aware that Walker County is not liable for damages resulting from the use of the on-site sewage facility or regulatory variance as approved for my property or facility. I further accept full responsibility for the risks, if any, associated with this variance. I also certify that the facts presented in this application are true, and that in the event I sell this property or structure in the future, that I will give notice of the variance to the purchaser prior to sale.

Signature of Owner/Applicant

Date



1-11-2022

SECTION D - ACTION ON VARIANCE BY COMMISSIONER'S COURT

After careful consideration of the reasons for the request of variance, the Commissioner's Court of Walker County, Texas has determined that it is within the scope of Section 13 as outlined in the Walker County Order Adopting Rules for On-Site Sewage Facilities to _____ this request for variance.

This variance will expire in 12 months if the related license to operate is not issued within prior to that date.

Commissioner's Court Signature

Printed Name

Date

NOTES:

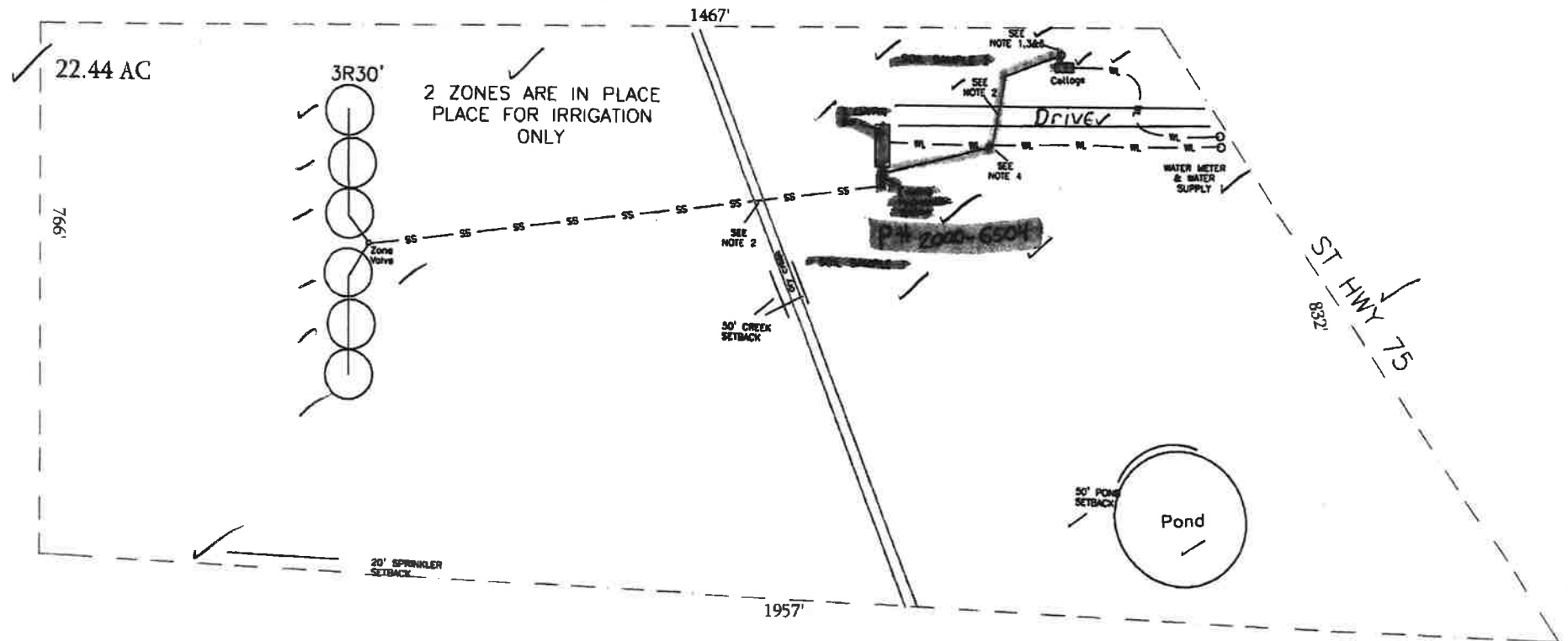
- ✓ 1. 500 GAL. TRASH TANK W/PH-LEVEL ALARM AND GRINDER PUMP
- ✓ 2. EFFLUENT DISCHARGE LINE SLEEVED OR SCH 80 PIPE
- ✓ 3. SEWER LINE WITH NO CLEANOUTS
- ✓ 4. TAC 290 WATER/SEWER LINE CROSSING 290.44(8)(4)(B)(i)
- ✓ 5. ALL LID, RISERS/CHIMNEYS MUST BE UPGRADED TO CURRENT CODE
- ✓ 6. DOSING SCHEDULE 100 GLO/ 3= 33 GAL/DOSE



ROGER BURNETT
 [REDACTED] HWY 75 N
 HUNTSVILLE, TEXAS 77320
 PERMIT # 2021-0774



✓ THIS DESIGN IS FOR A TEMPORARY COTTAGE FOR A DISABLE VETERAN



OWNER : Burnett, Roger

ADDRESS : [REDACTED] Hwy 75 N, Huntsville, Texas 77320

A-PLUS SEPTIC AND ENVIRONMENTAL SERVICES
 88 DARRELL WHITE RD, HUNTSVILLE, TEXAS

DATE: 12/27/21

SHEET: 1 OF 2

SCALE : 1" = 208'

AREA COVERED: 7385 SqFt

COUNTY: WALKER

PERMIT#: 2021-0774

DRAWN BY : WB

Ashlyn Hooks

From: Mike Williford
Sent: Monday, December 27, 2021 10:37 AM
To: Ronnie White; Ashlyn Hooks
Subject: Purchase from Auction

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government;

(10) any work performed under a contract for community and economic development made by a county under Section 381.004; or

(11) vehicle and equipment repairs.



PERFORMANCE TRUCK - CLEVELAND (C359)
1287 HIGHWAY 59 NORTH
CLEVELAND, Texas 77328

Stock

Nicholas Baudains

Stock Order

Cell Phone:

Office Phone:

Email: nbaudains@performancetruck.com

Vehicle Summary

Unit		Chassis	
Model:	T480 Series Conventional	Fr Axle Load (lbs):	14320
Type:	FULL TRUCK	Rr Axle Load (lbs):	40000
Description 1:	T480PX9AUTO DUMP	G.C.W. (lbs):	65000
Description 2:	Walker Co T480PX9AUTO DUMP		
Application		Road Conditions:	
Intended Serv.:	Local pickup & delivery: Vehicles which	Class A (Highway)	94
Commodity:	Gravel/crushed rock/sand.	Class B (Hwy/Mtn)	5
Body		Class C (Off-Hwy)	1
Type:	End dump.	Class D (Off-Road)	0
Length (ft):	15	Maximum Grade:	6
Height (ft):	13	Wheelbase (in):	192
Max Laden Weight (lbs):	4000	Overhang (in):	61
Trailer		Fr Axle to BOC (in):	69.5
No. of Trailer Axles:	0	Cab to Axle (in):	122.5
Type:		Cab to EOF (in):	183.5
Length (ft):	0	Overall Comb. Length (in):	293
Height (ft):	0	Special Req.	
Kingpin Inset (in):	0	U.S. Domestic registry, 50-state.	
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Std/ Opt	Description	Weight
Model		
S	T480 Series Conventional	10,386
O	T480 Aero Hood	0
O	Dealer/Customer declines engine w/CARB Idle Emissions Reduction Feature.	0
O	T480 Tandem	0
O	State of Registry: Texas	0
Engine & Equipment		
O	PX-9 350 350@1750 1050@1200, 2021 With Turbo Exhaust Brake (VGT Brake). N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (N202 N09360 C400 252...Reserve Speed Function Reset N09200 C399 120...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (N20 N09220 C402 0.....Expiration Distance (N207) N09540 C395 0.....Expiration Distance (N209) N09260 C121 70....Max Vehicle Speed in Top Gea N09440 C234 YES...Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 70....Max Cruise Control Speed N09500 C239 YES...Cruise Control Auto Resume N09520 C238 YES...Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 YES...Enable Idle Shutdown Park Br	0
O	EPA Emissions Warranty Engine	0
S	PremierSpec	0
O	Gearing Analysis: Balance power/economy blend results.	0
O	Customer's Typical Operating Spd: 65 mph.	0
	Effective VSL Setting NA	0

<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
O	Engine Idle Shutdown Timer Disabled	0
O	Enable EIST Ambient Temp Overrule	0
	Eff EIST NA Expiration Miles	0
S	Air compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0
S	Air Cleaner: MD Composite Engine Mounted	0
O	Pre-cleaner mounted in the hood plenum	7
S	Fan Hub: Horton On/Off for PX-9 or ISLG	0
S	Cooling Module: 2.1M MD - Aero Hood 1000 Square Inches	0
O	EXH: 2021 RH Under DPF/SCR with RH SOC Vertical tailpipe. Not 2.1m high roof sleepers	0
O	Tailpipe: 5 in. single 36 in. 45 degree curved.	15
S	Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9 Fuel/water separator for 2021 and later engines.	0
S	Run Aid:None *For Fuel Filter	0
S	Start Aid:None *For Fuel Filter	0
S	Alternator: PACCAR 160 amp, brush type	0
O	Batteries: 2 PACCAR GP31 threaded post (1000) 2000 CCA starting.	4
S	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0
O	Jump start terminals under hood.	0
O	Remote PTO/Throttle, 12-Pin, Engine Bay Remote Control Provision	0
Transmission & Clutch		
O	Transmission: Allison 3000RDS 6-speed w/PTO drive gear. 5th Gen controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models.	399
S	Driveline: 2 Dana standard-duty; 1 centerbearing. *Standard duty is 1710 series.	0

<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
O	Torque converter included w/Allison Transmission.	0
O	Push Button Shifter Controls, Center Console Mounted for Allison Transmission. 2.1m Medium Duty only.	0
O	Allison Fuel Sense: Delete	0
O	J1939 Park Brake Auto Neutral	0
O	Rear transmission support springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	0
O	Customer installed transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0

Front Axle & Equipment

O	Hendrickson Steertek Front Axle rated 14.6K Standard Track 3.32 in. drop.	0
S	Front Brakes: 14.6K Bendix ES s-cam 16.5x5 in.	0
S	Front Brake Drums: 14.6K 16.5x5 in. cast.	0
S	Front Hub: iron hub pilot 14,600 lbs. 11-1/4 in. bolt circle. For use w/ air disc brakes. Consider wheelguards (5850002) w/ aluminum wheels.	0
S	ConMet PreSet Plus Hub package; front axle.	0
S	Hubcap: front vented.	0
S	Front Auto Slack Adjuster.	0
O	Front Springs: Taperleaf 14.6K w/ shock absorbers w/ maintenance-free elastomer spring pin bushings.	0
O	Single power steering gear: 14.6K.	20
O	5 mm front suspension spacer block.	0
O	Threaded front spring bushings in place of elastomeric.	0

Rear Axle & Equipment

O	Dual Dana Spicer DSP41 rear axle rated at 40K. (DSP40 w/ heavy-wall housing) w/ 11mm housing and 1.88in. shaft diameter. Tandem rear axles.	1,991
O	Rear Axle Ratio - 5.57.	0
O	Dual Rear Brakes 16-1/2x7 in. to 46K; Bendix ES-extended service S-cam.	0
O	Dual Rear Brake Drums: cast.	0

Std/ Opt	Description	Weight
O	Dual Rear Hubs: Aluminum hub pilot 46K 11-1/4 in. bolt circle.	0
O	ConMet PreSet Plus Hub package; dual rear axle.	0
O	Dual Rear axle automatic slack adjusters.	0
O	Spring Brake: 3030 long stroke dual 30 square inches travel. Helps keep brakes in adjustment longer.	4
S	Bendix 4S/4M anti-lock brake system.	0
O	Interaxle driveline:1 Dana 1710 Series	86
O	Wheel Differential Lock for Dana Spicer axles DSP40/DSP41(P)/DSH40(P)/DSH44(P)/D40-155 forward rear axle & rear rear. Under Speed Interlock is standard on T680.	37
O	Separate switch for dual axles: differential lock or crosslock.	0
O	Rear suspension: Tandem Hendrickson RT403 40K. 52 in. axle spacing. 6 in. saddle height w/ barpin bushing. Unladen Height: 8.6 in. Laden Height: 7.6 in.	449
O	Heavy-duty track rods for Hendrickson beam suspensions rated up to 46K or Neway AD tandem suspensions.	0
O	Heavy-duty torque rods for Hendrickson beam. 46K and under suspensions.	15
O	Transverse track rods for Hendrickson RT/RTE suspensions w/52 or 54 in. axle spacing.	108
O	Bolted rear suspension crossmembers for RT403 or HAS402. Replaces medium duty standard.	0
Tires & Wheels		
O	Front Tires: Bridgestone R213 Ecopia 11R24.5 16PR	20
O	Rear tires: Bridgestone M726ELA 11R24.5 14PR. 44.2 in. diameter. Long haul or P & D drive tire. 20.6 in. SLR. Code is priced per pair of tires.	212
O	Rear Tire Quantity: 8	0
O	Front Wheel:Accuride 50641 24.5X8.25 Std ACCU-LTE Steel Armor(TM) powder coat, hub pilot mount. 7400lb. maximum rating. 5-hand holes.	16
O	Rear Wheel: Accuride 28827 24.5x8.25 steel Steel Armor(TM) powder coat, hub-pilot mount. 8000lb. maximum rating. 2-hand hole. Code is priced per pair of wheels.	140
O	Powder coat white steel wheel. Use in conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
O	Rear Wheel/Rim Quantity: 8	0

Std/ Opt	Description	Weight
Frame & Equipment		
O	Frame Rails: 10-3/4 x 3-1/2 x 3/8in. Steel to 284 in. Truck frame weight is 3.48 lb.-in. per pair of rails. Section modulus is 17.80, RBM is 2,132,000 in.-lbs per rail. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is required Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	196
O	Bumper: Tapered painted steel channel. Requires a bumper setting code.	65
S	40 in. Bumper setting. Requires a bumper code.	0
S	Front tow loops: Two	0
O	Custom Frame Layout: one chassis CFL A/D: AIR DRYER MOUNTED INSIDE OF RH FRAME RAIL CFL A/T: AIR TANKS CLEAR OF TRANSMISSION AREA	0
O	Huck bolts throughout frame, where possible.	0
O	Battery box: Steel parallel module under w/step, natural aluminum cover. Use with 2 or 3 batteries. Up to 2 air tanks may be mounted to bottom of box. Batteries will be oriented perpendicular to the frame rail in a single row.	9
O	Battery box location: LH Side.	0
S	DPF/SCR box natural end plates and natural cover.	0
S	Heavy-duty one-pc aluminum intermediate/fill-in crossmember.	0
S	Heavy-duty 5-piece rear cab support, hucked assembly. Huck fastened to frame.	0
O	Final end-of-frame cut-off dimension will be modified to 56 in. to 60 in.	0
S	Rear mudflap arms: Betts B-25 standard-duty, straight. Includes B1732 mounting brackets as standard.	0
S	Rear mudflap shields: White plastic antisail w/ Kenworth logo.	0
O	Square end-of-frame w/ bolted crossmember, non-towing.	41
Fuel Tanks & Equip		
O	60 US gallon D-Shape rectangular aluminum BOC fuel tank, replace.	0
O	50 US gallon D-Shape rectangular aluminum BOC fuel tank, additional.	93
O	Large DEF tank, 15 gallons.	26

<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
O	Fuel fill forward tank(s) BOC.	0
O	DEF to fuel fill ratio 2:1 or greater.	0
O	Anti-siphon device in fuel tank filler neck. For any number of fuel tanks.	1
O	DEF tank location is LH BOC. For 2.1M medium duty	0
O	Location: 60 gal fuel tank RH behind cab	0
O	Location: 50 gal fuel tank LH behind cab	0
Cab & Equipment		
S	Cab: Stamped aluminum with curved windshield LED markers. Requires separate roof code.	0
O	Hood: Med Aero w/ Dark Gray Crown In-Mold Color	0
O	Fine particulate filter for cabin air HVAC system. To provide extra filtration in high dust applications. Cabin airflow is reduced with this additional filter. *Cannot be used with code 8108003.	0
S	Cab HVAC - Day Cab and 40in Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0
S	Steering wheel: 18 in. 4-spoke.	0
S	Adjustable telescoping tilt steering column.	0
O	5 sets of keys. Replaces standard 2 sets of keys.	0
O	Fan to operate when park brake set.	0
O	Dash Switch: 1st Allison-mntd PTO. Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	0
O	Two spare switches: Wired to power.	0
O	Gauge: Dash mounted air filter restriction gauge.	0
O	Gauge: Fuel filter restriction gauge.	0
O	Gauge: Axle oil temperature, dual-drive axle. (2 gauges) w/integral warning light.	0
S	Main Instrument Package: 7" Digital Display	0

Std/ Opt	Description	Weight
	Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	
S	Interior Trim Package: 2.1M MD Gray Foam Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0
O	Driver Seat: KW Air Seat HB Vinyl w/ Dual Armrests/Susp Cover/Isolator Lever	0
S	Rider Seat: KW Toolbox Seat IB Vinyl w/o Armrests	0
O	SEAT COLOR: Black Replacing Standard Gray	0
O	Driver/Rider seat belts: Lime Green seat belts Replace standard color.	0
O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	0
O	Speaker Package For Cab: (2) Speakers B-Pillar	0
S	Turn Signal: Self-Cancelling	0
S	LH and RH Trip Ledge Rain Deflectors	0
O	Long grabhandle RH side mounted to side-of-cab exhaust. NFPA Compliant.	0
O	Grabhandle: LH SOC Non-Slip Ergonomic Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit. NFPA Compliant.	3
O	Dual Cab Interior Grabhandles:Yellow,A Pillar Mtd Dash Wrap and B Pillar Mounted Grabhandles	0
S	Kenworth Daylite Door with standard LH/RH electric door locks and LH/RH electric window controls.	0
O	Air Horn: Dual Round 26" LH/RH Roof Incl Air Horn Cover	0
S	Look-Down, Pass. Door, Black 11x6	0
S	Mirror Shell: Dual Aero In-Mold Black	0
S	Mirror: Dual KW Aero Rear View Non-Motor, Non-Heated with Integral CX	0
S	Rear cab stationary window 19in x 36in	0
O	3.5in x 11.5in Plastic Records Holder:Mounted On Rear Cab Panel. Not available With Sleeper Or 2 Person Bench Seat.	0
S	One-piece bonded-in windshield with curved glass.	0

Std/ Opt	Description	Weight
	Standard.	
O	Exterior stainless steel sunvisor.	11
O	Kenworth Cab Air Suspension.	0
O	Thermal/Sound Insulation Package	0
O	Roof: Raised Profile, Stamped Aluminum w/ Additional Head Room & Interior Overhead Storage	0
Lights & Instruments		
S	Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and DRL. Fender Mtd.	0
S	Marker Lights: Five, rectangular, LED	0
S	LED Stop, Turn, Tail: With Two LED Backup Lights and With An LED License Plate.	0
O	Wiring: Cust. Install Trlr Elec. Brake Controller. Class 8/T4 Content Includes Dash Signals: Ignition Power (20A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To EOF Junction Box. These Signals Are Located Near The NavPlus HD Area. No Need To Code For An Additional End of Frame Junction Box. EOF Junction Box Signals Are: Ground, Tail Lamp, Marker Lamp, Left Turn, Right Turn, Stop Lamp and Electric Trailer Brake Controller Wired To Dash. Medium Duty (not T4) Content Includes A MP 280 Series Connector In Dash Near Driver Door Connections With Signals: Battery Power (40A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To Chassis Connector. Medium Duty (not T4) 2 Way Deutsch Chassis Connector Located Near Back of Cab, With Signals: Ground and Electric Trailer Brake Controller Wired To Dash Connector.	4
O	Backup alarm: Tail light bracket mounted variable self-adjusting 82-102 DBA.	0
O	Polyswitches replacing fuses. Switch will automatically reset after removal of excess load.	0
Air Equipment		
O	Air Dryer: Bendix AD-HF Extended Purge Heated With Puraguard	0
S	Moisture ejection valve w/ pull cable drain.	0
O	Full Truck Kit Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	15
S	Nylon air tubing in frame & cab, excluding hoses subject to excessive heat or flexing.	0
O	Locate air dryer inside RH rail BOC. This code requires the use of a custom frame layout code.	0

<i>Std/ Opt</i>	<i>Description</i>	<i>Weight</i>
O	Air tanks: clear of transmission area. This code requires the use of a custom frame layout code.	0
O	Trailer ABS electric supply through SAE J560 7-pin connector per TMC RP137).	0
Extended Warranty		
S	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0
S	Base Warranty - Standard Service Heavy Duty 12 months / 100,000 miles / 160,000 km.	0
O	Base Warranty: Emissions 5YR/100K MI - EPA Engine (Does not include CARB Clean Idle sticker)	0
Miscellaneous		
O	GHG Secondary Manufacturer: Does Not Apply	0
O	Warning triangle reflector kit: Shipped loose. Kit consists of 3 triangles in plastic carrying case. Not floor mounted.	4
S	VMUX Architecture	0
Promotions		
Paint		
O	Paint color number(s). N9702 A - L0006 WHITE N9770 BUMPER N0001 BLACK N9720 FRAME N0001 BLACK	0
O	Steel Bumper Painted Frame Color	0
S	Day Cab Standard Paint	0
S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
S	Base coat/clear coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0
Order Comments		

Total Weight

14,377



Prices and Specifications Subject to Change Without Notice.

Unpublished options may require review/approval.

Dimensional and performance data for unpublished options may vary from that displayed in CRM.

PRICING DISCLAIMER

While we make every effort to maintain the web site to preserve pricing accuracy, prices are subject to change without notice. Although the information in this price list is presented in good faith and believed to be correct at the time of printing, we make no representations or warranties as to the completeness or accuracy of this information. We reserve the right to change, delete or otherwise modify the pricing information which is represented herein without any prior notice. We carefully check pricing specifications, but occasionally errors can occur, therefore we reserve the right to change such prices without notice. We disclaim all liability for any errors or omissions in the materials. In no event will we be responsible for any damages of any nature whatsoever from the reliance upon information from these materials. Please check your order prebills to confirm your pricing information



Shipping Destinations

Intermediate Destination:

Final Destinations	Quantity
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PERFORMANCE TRUCK - BAYTOWN

1701 I-10 East, Baytown, Texas 77521

Phone: (713) 353-7747

BUYER'S ORDER

Date Prepared: 01-12-2022	Delivery Date: 11-15-2022	Salesman: Nick Baudains	Branch: Baytown
Purchaser: Walker County		Telephone: 936-295-7984 Fax:	
Mailing Address: 2986B State Highway 19 North City: Huntsville State: TX Zip: 77320			County: Walker
Physical Address: 2986B State Highway 19 North City: Huntsville State: TX Zip: 77320			County: Walker
Description: NEW 2023 KENWORTH T480		Email Address: bdaugette@gmail.com	
Mileage:	Color: L0006 White	NOTE: Sales tax and license fee may apply but are not included in this quote.	
VIN: TO ORDER Comments: See attached vehicle summary, quote ID # QUO-821452-L4L2X2			
Purchaser's Agent: Bill Daugette	Title: Comissioner Pct 3	License Type: Apportioned	Account # 9362957984

LICENSE - TITLE INFORMATION

Months: 12	Tractor:	Truck: X	Trailer:	Body Type: DUMP	Color: WHI	Tons:	GCW: 65000
Apportioned: X	IMC #	Combination:	Com'l:	Token Trailer:	Gas:	Diesel: X	

INSURANCE INFORMATION

AGENCY:	SELLING PRICE*	141,608.92
NAME:	PHONE:	BUYBOARD CONTRACT 601-19
		400.00

LIEN INFORMATION

NAME:	LIEN DATE:	CASH PRICE W/ACCESS.	142,008.92
ADDRESS:	PHONE:	TRADE IN ALLOWANCE	-
CITY, STATE, ZIP:		NET CASH DIFFERENCE	142,008.92
COMMENTS:		FEDERAL RETAIL EXCISE TAX	-
AMOUNT:	NAME:	NET PRICE	142,008.92
		STATE SALES TAX	-
		LICENSE MO. & FEE	-

ADDITIONAL INFORMATION

This quote is for 1 units for ASAP build, FOB Baytown	TITLE FEE (INCLUDES \$5 TAG FEE)	38.00
Pricing is good through 1/20/22	COMMERCIAL INSPECTION FEE	40.00
BuyBoard Contract 601-19 Fee of \$400 included	DEALER'S INVENTORY TAX	351.47
Price and delivery date subject to change pending surcharges and shortages	DOCUMENTARY FEE**	75.00
Truck is EPA compliant Texas Registry	EXTENDED WARRANTY	-
Price includes 15' Ox Body Dump Bed with Tarper 45 ton Hitch	SUBTOTAL	142,513.39
	BALANCE OWED ON TRADE	-
	SUBTOTAL	142,513.39
	PREPAYMENT	-
	BALANCE DUE UPON DELIVERY	142,513.39

DISCLAIMER OF WARRANTY

Any warranties on the products sold hereby are those made by the manufacturer. The seller, CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and CLEVELAND MACK SALES, INC., PERFORMANCE TRUCK OR PERFORMANCE TRAILER neither assumes nor authorizes any other person to assume for it any liability in connection with the sale of said products.

* PRICE IS SUBJECT TO INDUSTRY AND ENVIRONMENTAL COST IMPACTS BEYOND THE CONTROL OF PERFORMANCE TRUCK

** A DOCUMENTARY FEE IS NOT AN OFFICIAL FEE. A DOCUMENTARY FEE IS NOT REQUIRED BY LAW, BUT MAY BE CHARGED TO BUYERS FOR HANDLING DOCUMENTS RELATING TO THE SALE. A DOCUMENTARY FEE MAY NOT EXCEED A REASONABLE AMOUNT AGREED TO BY THE PARTIES. THIS NOTICE IS REQUIRED BY LAW.

Vehicle(s) are subject to prior sale and will not be held more than five working days.

PURCHASER _____

THIS ORDER NOT BINDING UNTIL ACCEPTED BY DEALER.

SALESPERSON _____

ACCEPTED BY _____

**COOPERATIVE AGREEMENT
BETWEEN THE COUNTY OF WALKER AND
A TIME 2 READ**

This Cooperative Agreement is entered into effective on the date when the last Party executes the agreement, by and between the County of Walker, Texas, (hereinafter, "County"), and Huntsville A Time to Read, (hereinafter, "ATTR").

WITNESSETH:

WHEREAS, under Sections 602(c)(3) and 603(c)(3) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 as amended on March 11, 2021, and as clarified by the U.S. Secretary of Treasury in "Coronavirus State and Local Fiscal Recovery Funds (Interim Final Rule)" as listed within the Federal Register 86:93 (May 17, 2021) p. 26813, which allows for local government entities to make the most efficient use of their powers by enabling them to contract with public and private entities for the provision of services to the public; and

WHEREAS, the County and ATTR each possesses the power and authority to engage in activities that promote education and learning, and to provide services to further those ends; and

WHEREAS, the County and ATTR agree that the COVID-19 has negatively impacted educational opportunities of school age children and that:

- Two out of three students who do not read proficiently by the end of 4th grade will end up either on welfare or in jail.
- Children in poverty who read proficiently by the end of the third grade have an 89% graduation rate.
- ATTR takes an active role in the development of children in our public schools through the presence of volunteers focused on literacy.
- ATTR tutors 2nd-grade students, not just to invest in their reading skills but to impact them for life.

WHEREAS, the County and ATTR both agree that the County's contribution to fund the ATTR request for financial assistance will only be used to purchase and dispense books, backpacks, and other educational materials to school age children in Walker County and are qualified purchases as defined by the US Department of the Treasury under the following Categories:

- 2.10 Aid to Non-Profit Organizations
- 3.1 Education Assistance: Early Learning
- 3.3 Education Assistance: Academic Services

NOW, THEREFORE, the County and ATTR hereby agree as follows:

1. The County will provide funding to ATTR solely for the coverage of costs associated with the acquisition and dispensing of the educational materials described herein.

2. The contribution amount to be provided by the County for this initiative shall not exceed \$19,998 cumulative. The funds shall be distributed as up to \$9,999 per year for two consecutive years only.
3. The project shall terminate September 30, 2023, or whenever the funds are expended, whichever occurs first.
4. The County is contributing only monetarily to the project. No in-kind services are expected or required of the County.
5. ATTR or its designee shall arrange and manage all functions required to acquire and dispense the educational materials described herein.
6. ATTR shall for the purposes of performance hereunder, shall comply with all applicable Texas and federal laws, including but not limited to provisions of 31 CFR Part 35 [Department of Treasury-Interim Final Rule, as amended, Federal Register / Vol. 86, No. 93 / Monday, May 17, 2021 /Rules and Regulations to implement the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund as established under the American Rescue Plan Act (ARPA)]. Any and all associated state and federal codes, rules and regulations, including any required terms pursuant thereto, shall be deemed incorporated herein and a part of this Contract, whether or not expressly stated herein.
7. **THE FINAL DELIVERABLES:** shall consist of the presentation to HISD second graders new backpacks which will contain books and other educational materials for them take home.
8. ATTR shall administer the program using the following procedures:
 - ATTR shall submit to the County a census of the number of second graders in Huntsville Independent School District; AND
 - The number of backpacks and a list of the other materials to be purchased; AND
 - Written price quotations from at least three vendors if possible;
 - If, due to copyright, products being proprietary, or other legal reasons, the materials are available from only one vendor, proper documentation must be presented and the purchase must be approved by the County prior to the order being placed with the vendor;
 - Once quotes are received, ATTR shall present to the county all documentation associated with obtaining the quotes, the selected vendor, and the amount of the purchase;
 - The County shall issue a check to ATTR for the amount of the quote;
 - ATTR, after receiving the items, shall submit proof of delivery and a paid invoice receipt to the County.

9. No Party to this Agreement will be responsible for the acts of an employee, or of another Party, except as may be decreed against that Party by a judgment of a court of competent jurisdiction. It is expressly understood and agreed that by executing this Agreement, no Party waives, nor shall be deemed to have waived any immunity or defense otherwise available to it under the law. Each Party to this Agreement waives all claims against every other Party to this Agreement for compensation for any loss, damage, personal injury, or death, occurring as a consequence of the performance of this Agreement, except for acts in violation of law.
10. If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.
11. The County will make payments under this agreement from designated funds received from the stimulus allocation made to the County under the American Rescue Plan Act (ARPA).
12. Any notice given hereunder by one party to the other party shall be in writing and may be affected by personal delivery, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by fax transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.

If to Huntsville A Time 2 Read:

Holly McMichael, Executive Director
PO Box 7403, Huntsville, TX 77342
holly@Atimetoread.org
Phone: (936) 577-2516

If to Walker County:

Elizabeth Jan, Office of the County Judge
1100 University Ave
Huntsville, Texas 77340
Phone: (936) 436-4910

13. This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent, or employee of Walker County, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the County Commissioners Court. No official, representative, agent, or employee of ATTR has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Executive Director.

14. The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.
15. This Agreement shall be construed under the Federal laws provided by the United States and the State of Texas. Any suits relating to this Agreement will be filed in a District Court of Walker County, Texas.
16. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
17. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.
18. The initial term of this agreement shall begin on the date when executed by the last party and shall continue until the project is completed, unless sooner terminated by either Party as provided herein. Either Party may terminate this agreement by giving the other Party written notice of its intent to terminate at least thirty (30) days prior to the effective date of the termination. The termination of the contract shall not prevent nor eliminate either party's responsibility to fulfill the terms and obligations as provided for within this contract.

Approved on the date or dates indicated.

HUNTSVILLE -A TIME TO READ


Holly McMichael, Executive Director

Executed on this 12 day of January of 2022.

WALKER COUNTY

Danny Pierce, County Judge

APPROVED AS TO FORM:

Walker County District Attorney

Executed on this ____ day of _____ of 2022.

PUBLIC SERVICE CONTRACT

This Public Service Contract ("Contract") is made and entered into by and between Walker County, Texas ("County"), a political subdivision of the State of Texas acting by and through its Commissioners Court, and Tri-County Behavioral Healthcare ("Tri-County"), a unit of local government formed by authority of Chapter 534, Subchapter A of the Texas Health & Safety Code, acting by and through its Board of Trustees.

WITNESSETH

WHEREAS, Tri-County is tax-exempt pursuant to Section 501 (c)(3) and Section 115 of the Internal Revenue Code; and

WHEREAS, Tri-County, in its capacity as a designated Mental Health and/or Local Intellectual and Developmental Disability Authority, was established in order to plan, coordinate, develop policy, develop and allocate resources, supervise, and ensure the provision of community based mental health and/or intellectual and developmental disability services for the residents of Liberty, Walker and Montgomery Counties; and

WHEREAS, Tri-County provides a variety of behavioral health services including 24/7 Crisis intervention services, ongoing outpatient mental health services, substance use disorder treatment, and a wide variety of other services designed to meet the behavioral health, substance use disorder and intellectual/developmental disability needs of the residents of Walker County; and

WHEREAS, County has an interest in promoting the provision of effective behavioral health services in Walker County; and

WHEREAS, County has allocated certain County funds in its fiscal year 2021-2022 budget for support of mental health services in Walker County; and

WHEREAS, County has further allocated certain funds from Coronavirus Local Fiscal Recovery Fund, as established under the American Rescue Plan Act (ARPA), for the purposes of enhancement of behavioral health services in County.

NOW, THEREFORE, in consideration of the mutual agreement and understanding of the parties hereto, it is agreed as follows:

I. PAYMENT OF ALLOCATIONS

County shall pay to Tri-County the sum of \$128,730.00 for fiscal year 2021-2022, and an amount \$100,000 for fiscal years 2022-2023 and \$100,000 for 2023-2024 from County

American Rescue Plan funds, in four (4) equal quarterly payments, or as otherwise deemed appropriate by County, beginning on or after January 1, 2022, to assist Tri-County in the provision of mental health services in Walker County. While preserving the integrity of contractual sum(s), County reserves the right to make any necessary adjustments to individual payments, as might be required by the County Auditor for any reason, during the course of said fiscal year.

II. INSPECTION AND RETENTION OF DOCUMENTS

Tri-County shall permit inspection of its books and records by the County Auditor during regular business hours. Tri-County shall retain all documents and records reflecting receipt and expenditures of County funds for three (3) years.

III. HIPAA AND GENERAL LEGAL COMPLIANCE

The services provided by Tri-County may include medical services. To the extent Tri-County is a covered entity under the Health Insurance Portability and Accountability Act (HIPAA) and to the extent medical services are provided pursuant to this Contract, Tri-County shall, during the course of this Contract, remain in compliance with all of the applicable HIPAA regulatory provisions. The County reserves the right to receive assurances of compliance including, but not limited to, inspection of Tri-County's HIPAA policies, procedures and practices. Tri-County shall inform the County of any breaches or violations of HIPAA regulations that may occur during the course of this Contract, including breaches or violations made by business associates of Tri-County. Tri-County shall also, during the course of this Agreement, comply with all applicable state, federal and local laws/regulations. Failure to comply with this section is a breach of the Contract and may, in the County's sole discretion, result in termination of this Contract or other appropriate action.

IV. LIABILITY AND INDEMNIFICATION AGREEMENT

COUNTY ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY SERVICES NOR LIABILITY FOR ANY CLAIMS OF DAMAGE OR INJURY ARISING OUT OF ANY ACTION OF OR INACTION BY TRI-COUNTY BEHAVIORAL HEALTHCARE, AND/OR ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTATIVES OR VOLUNTEERS. FURTHERMORE, TRI-COUNTY BEHAVIORAL HEALTHCARE, SHALL, TO THE EXTENT ALLOWED BY LAW, SAVE, DEFEND, INDEMNIFY, AND HOLD HARMLESS COUNTY AND ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES FROM AND AGAINST ALL LIABILITY, CLAIMS, SUITS, LOSSES, DAMAGES, COSTS AND DEMANDS INCLUDING REASONABLE LEGAL EXPENSES AND ATTORNEYS' FEES CONNECTED THEREWITH, ARISING OUT OF OR IN ANY WAY RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES BY TRI-COUNTY BEHAVIORAL HEALTHCARE. IN NO EVENT WILL COUNTY BE DEEIVIED TO HAVE WAIVED ANY IMMUNITY,

DEFENSE OR LIABILITY CAP AVAILABLE TO IT BY LAW. THIS PROVISION SURVIVES TERMINATION OF THIS CONTRACT.

GOVERNING LAWS: This Contract is made pursuant to Chapter 791 of the Texas Government Code, and governed by, the laws of state of Texas and venue for an action arising out of or in connection with this Contract shall lie exclusively in Walker County, Texas.

For the purposes of performance hereunder, Tri-County and County shall additionally comply with all applicable Texas and federal laws, including but not limited to provisions of 31 CFR Part 35 [Department of Treasury-Interim Final Rule, as amended, Federal Register / Vol. 86, No. 93 / Monday, May 17, 2021 / Rules and Regulations to implement the Coronavirus State Fiscal Recovery Fund and Coronavirus Local Fiscal Recovery Fund as established under the American Rescue Plan Act (ARPA)]. Any and all associated state and federal codes, rules and regulations, including any required terms pursuant thereto, shall be deemed incorporated herein and a part of this Contract, whether or not expressly stated herein.

SERVICES: Tri-County shall, within the broad authority of ARPA's eligible activities, provide a range of behavioral health services to County's citizens including but not limited to mental health treatment, substance misuse treatment, hotlines, crisis intervention, overdose prevention, therapy and other related mental health services ("Services"). In addition to the general range of Services provided for the benefit of County's citizens, the parties acknowledge and agree that as a condition of funding by County under this Contract, Tri-County shall in particular establish its presence and provide Services in East Walker County.

For avoidance of doubt, Services eligible for reimbursement under this Supplement A shall be limited to eligible uses defined under ARPA, as amended. As such, said eligible Services may include Tri-County's support of the public health response to Covid-19 comprising prevention and mitigation efforts through vaccination, testing, contact tracing, capacity enhancements and other related activities, behavioral healthcare services, payroll and covered benefits for public health and public safety staff to the extent that they work on the COVID-19 response, and premium pay for essential workers. Within the umbrella of behavioral healthcare services, Tri County's furnished Services shall include:

1. Services to persons in behavioral health crises either through Tri-County's Existing Psychiatric Emergency Treatment Center' Crisis Stabilization Unit, via contract with qualified psychiatric hospitals, by enhancing mobile crisis outreach team response, by expanding crisis walk-in services or other like service(s).
2. Expanded treatment services to meet the surge in demand related to COVID-19 including outpatient intake services, expanded therapy, expanded medication

management services, and other outpatient behavioral health services to meet the expanded needs of County. This shall include the expansion of services to Eastern Walker County in the form of an additional outpatient services location and other services as mutually agreed to between the parties hereto.

3. Increasing the availability of information regarding behavioral health care for Walker County residents including the establishment of a database for referrals and a service that links persons with appropriate providers.
4. Facilitation of local planning regarding the behavioral health system of care to develop a plan for ongoing behavioral health service areas.

Article IV. FUNDING: To reimburse Tri-County for the Services provided, as stated hereinabove, Walker County has authorized (via Commissioners Court) payment of Local Fiscal Recovery funds under ARPA to Tri-County, in an amount not to exceed \$328,730 over the three-year term of this agreement. Said funds shall be payable upon Tri-County's submission of proof of eligible expenditure, including applicable invoices, supporting documentation and monthly/quarterly reports, to the County Auditor, and payment shall be subject to County Auditor's approval as well as County's routine payment processes in accordance with applicable laws.

Except to the extent as may be expressly allowable under ARPA, Tri-County agrees to supplement rather than supplant funds otherwise available. No party shall incur a debt pursuant to this Agreement and all disbursements shall take place with appropriated funds from current revenue/funding available to the disbursing party.

Article V. RECORDS AND REFUND: Any and all documentation, reports, records and invoices associated with Services and requirements under this Agreement must be maintained for a minimum of seven (7) years, following the termination of this Agreement, and are subject to audit, inspection and copying by the County Auditor and any applicable state and/or federal regulatory agency(ies) within the applicable time frame requested by the County Auditor/agency. Any supportive documentation requested by the County Auditor from Tri-County for purposes of verification and validation of requested reimbursements must be timely provided. In the event an auditing state and/or federal agency finds that the funds paid to Tri-County and/or Services, as stated under this Contract, do not meet eligibility criteria under ARPA (including related Federal memoranda/codes/regulations/rules/laws as amended), whether in whole or in part, Tri-County shall refund previously received monies to County, to the extent such are found ineligible by the auditing agency. Said refund must be received by County no later than the deadline indicated to Tri-County by County, following notification from the applicable Federal agency of said finding. In addition, if a payment(s) is erroneously made by County, the parties shall cooperate with each other in remedying the error(s) and Tri-County shall refund any monies paid erroneously in excess, as indicated by County. This

ARTICLE V. and obligations thereunder shall survive termination of this Contract (including Supplement A and any later supplements/amendments thereto).

Article VI. INDEMNITY: EXCEPT TO THE EXTENT REQUIRED UNDER THIS SUPPLEMENT A AND/OR BY LAW, THERE IS NO OBLIGATION ON EITHER PARTY TO INDEMNIFY THE OTHER PARTY UNDER THIS AGREEMENT. THE PARTIES UNDERSTAND AND AGREE THAT A PARTY TO THIS AGREEMENT DOES NOT ASSUME CIVIL LIABILITY UNDER ANY THEORY OF LAW FOR THE ACTIONS OR INACTIONS OF THE OTHER PARTY, WITH RESPECT TO PERFORMANCE AND OBLIGATIONS REQUIRED HEREIN. IN ANY EVENT, EACH PARTY TO THIS AGREEMENT DOES NOT WAIVE OR RELINQUISH ANY LIABILITY CAP, IMMUNITY OR DEFENSE, AVAILABLE TO IT BY LAW, ON BEHALF OF ITSELF, OFFICERS, EMPLOYERS, AGENTS, AND VOLUNTEERS AS A RESULT OF ITS EXECUTION OF THIS AGREEMENT AND THE PERFORMANCE OF THE COVENANTS CONTAINED HEREIN.

Article VII. INSURANCE AMENDMENTS AND THIRD PARTIES: All applicable insurance coverages shall be maintained by each Party through the course of its performance under this Contract. This Contract may only be amended by mutually executed written instruments, duly executed by both parties or their authorized designees. This Contract is intended to inure only to the benefit of the parties hereto. This Contract is not intended to create, nor shall be deemed or construed to create, any rights in third parties.

Article VIII. NOTICE: Any notice required or permitted between the parties must be in writing, addressed to the attention of the respective designee, and shall be delivered in person, or mailed certified mail, return receipt requested at the following addresses:

Tri-County: Tri-Behavioral Healthcare
233 Sgt. Ed Holcomb, Blvd. S.
Conroe, Texas 77304

Walker County: Walker County Judge, Danny Pierce
1101 University Ave, Room 204
Huntsville, TX 77340

Any notice given hereunder is deemed given upon hand delivery or three (3) days after the date of deposit in the United States Mail. Each party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other party. Other communications, except for notices required under this Agreement, may be sent by electronic means or in the same manner as notices described herein.

Article IX. SEVERABILITY: If a provision contained in this Contract is held invalid for any reason, the invalidity does not affect other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are severable.

Approved on the date or dates indicated below.

Tri-County Behavioral Healthcare

Evan Roberson, Executive Director

Executed on this ____ day of _____, 2022.

Walker County

Danny Pierce, County Judge

Executed on this ____ day of _____, 2022.

**COOPERATIVE AGREEMENT
BETWEEN THE COUNTY OF WALKER AND
HUNTSVILLE MEMORIAL HOSPITAL**

This Cooperative Agreement is entered into effective on the date when the last Party executes the agreement, by and between the County of Walker, Texas, (hereinafter, "County"), and Huntsville Memorial Hospital, (hereinafter, "Hospital").

WITNESSETH:

WHEREAS, under Sections 602(c)(3) and 603(c)(3) of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 as amended on March 11, 2021, and as clarified by the U.S. Secretary of Treasury in "Coronavirus State and Local Fiscal Recovery Funds (Interim Final Rule)" as listed within the Federal Register 86:93 (May 17, 2021) p. 26813, which allows for local government entities to make the most efficient use of their powers by enabling them to contract with public and private entities for the provision of services to the public; and

WHEREAS, the County and the Hospital each possesses the power and authority to engage in activities that promote health and safety, and to provide services to further those ends; and

WHEREAS, the County and the Hospital agree that the COVID-19 virus is a health hazard and threat to the health and safety of our community and that the urgent need for retention of current staffing levels and the procurement of additional skilled nurses at Huntsville Memorial Hospital to provide coronavirus related medical and healthcare services would be beneficial to local and regional population; and

WHEREAS, the County and Hospital both agree that the County's contribution to fund the Hospital's request for financial assistance will only be used to:

1. Provide Premium Pay increases to existing staff as a method to increase retention
2. Fund present and future labor costs associated with the acquisition and/or retention of skilled nurses needed for coronavirus related health and medical services provided at Huntsville Memorial Hospital;

NOW, THEREFORE, the County and the Hospital hereby agree as follows:

1. The County will provide funding to the Hospital solely for the coverage of operational costs of the Hospital and costs associated with the acquisition and/or retention of skilled nurses needed for coronavirus related health and medical services to be provided at Huntsville Memorial Hospital.
2. The contribution amount to be provided by the County for this initiative shall not exceed Three Hundred and Sixty-Four Thousand Dollars (\$364,000.00) cumulative.

3. The project shall terminate within three hundred sixty five (365) days or when the \$364,000.00 has been expended, whichever occurs first.
4. The County is contributing only monetarily to the project. No in-kind services are expected or required of the County.
5. The Hospital or its designee shall arrange and manage all functions required to acquire and/or retain skilled contract nursing staff to be employed or to retain contract employment with Huntsville Memorial Hospital.
6. Before issuance of the first payment request, the Hospital shall provide the County:
 - a. A listing of all staffing agencies being utilized to provide contract nursing staff to Huntsville Memorial Hospital.
 - b. A listing of any Premium Pay allocated to employees. Names and other personal information are not required, but the number of employees and the amounts allocated to each employee shall be provided.
7. The Hospital shall provide the County with a copy of each vendor contract used to obtain contract employees which was executed between the referring staffing agency, or agencies, and the Hospital. The Hospital shall also provide the County with a list of names identifying the contract nurse personnel being utilized at Huntsville Memorial Hospital.
8. The Hospital shall provide the County with invoices received from the referring staffing agency, or agencies, for all costs incurred for the preceding period(s) of work performed by contract nurse(s) and provide required documentation showing proof of payment issued from the Hospital to the staffing agency employing the contract nurses.
9. The County shall process the invoices received from the Hospital in a timely manner.
10. No Party to this Agreement will be responsible for the acts of an employee, or of another Party, except as may be decreed against that Party by a judgment of a court of competent jurisdiction. It is expressly understood and agreed that by executing this Agreement, no Party waives, nor shall be deemed to have waived any immunity or defense otherwise available to it under the law. Each Party to this Agreement waives all claims against every other Party to this Agreement for compensation for any loss, damage, personal injury, or death, occurring as a consequence of the performance of this Agreement, except for acts in violation of law.
11. If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.
12. The County will make payments under this agreement from designated funds received from the stimulus allocation made to the County under the American Rescue Plan Act (ARPA).

13. Any notice given hereunder by one party to the other party shall be in writing and may be affected by personal delivery, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement.

If to Huntsville Memorial Hospital:

Patrick Shannon, CEO
Huntsville Memorial Hospital
110 Memorial Hospital Drive
Huntsville, Texas 77340
Phone: (936) 291-4512
Fax: (936) 291-4394

If to County of Walker:

Danny Pierce, County Judge
1101 University Ave
Huntsville, Texas 77340
Phone: (936) 436-4910

14. This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent, or employee of the County of Walker, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Commissioners Court. No official, representative, agent, or employee of the Hospital has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Hospital.
15. The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.
16. This Agreement shall be construed under the Federal laws provided by the United States and the State of Texas. Any suits relating to this Agreement will be filed in a District Court of Walker County, Texas.
17. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
18. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.
19. The initial term of this agreement shall begin on the date when executed by the last party and shall continue until the project is completed, unless sooner terminated by either Party as provided herein. Either Party may terminate this agreement by giving the other Party written notice of its intent to terminate at least thirty (30) days prior to the effective date of the

termination. The termination of the contract shall not prevent nor eliminate either party's responsibility to fulfill the terms and obligations as provided for within this contract.

Approved on the date or dates indicated.

HUNTSVILLE MEMORIAL HOSPITAL

Patrick Shannon, Chief Executive Officer

James Jenkins, Chief Financial Officer

Executed on this ____ day of _____, 2022.

COUNTY OF WALKER

Danny Pierce, County Judge

Executed on this ____ day of _____, 2022.

Federal Advocacy BRIEF

August 2021 • ISSUE NO. 8

Rewarding Service

A Guide to Accessing American Rescue Plan Premium Pay for Nonprofit Essential Workers

Do you work for a nonprofit that has provided direct human services, public health, safety, or other kinds of critical assistance during the pandemic? If so, **your organization's frontline staff may be eligible for "premium pay."** As defined by the Department of the Treasury Interim Rule, which is the federal guidance for State and Local Recovery Funds, premium pay is additional income that can be paid for by State and Local Recovery Funds of "[an amount up to \\$13 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed \\$25,000 per eligible worker.](#)"

In this brief, the Alliance for Safety and Justice (ASJ) breaks down what nonprofit public health, safety, and human services organizations need to know to determine if they are eligible for premium pay and how to advocate for this relief by answering the following questions:

1. [What is premium pay?](#)
2. [What kind of work is eligible for premium pay?](#)
3. [How can eligible essential workers receive premium pay?](#)
4. [What can I do to advocate for essential workers to receive premium pay?](#)

This brief is part of a series of publications from ASJ on federal resources that can support the programs and resources communities in crisis need to promote safety and wellbeing. For more information on the American Rescue Plan, see "[The American Rescue Plan: Seven key takeaways.](#)" The full series can be found in the "Reports and Survey" section on ASJ's [website](#).

When quoting from the U.S. Department of the Treasury's [Interim Rule](#), which is the official guidance on how governments should administer the ARP Recovery funds, this brief will hyperlink to the paragraph/section in which the text appears.

In the [American Rescue Plan](#), Congress created a mechanism for state and local governments to use their Recovery Fund (“ARP Recovery Funds”) allocations to provide “premium pay” to essential workers. As defined by the U.S. Department of the Treasury’s Interim Rule, [essential workers include human services, public health, safety, or other kinds of critical assistance workers](#) who have put themselves at risk to provide direct services during the pandemic. The goal of this brief is to help advocates persuade their governors, mayor, county board chief executives, and state and local legislators to dedicate Recovery Funds for this purpose.

“At the Brenda Glass Trauma Recovery Center in Cleveland, Ohio, we have never shut down during the pandemic. Serving survivors of all forms of violence, we knew that our clients needed us to keep doing our work. In the acute stage of trauma, due to violence, survivors seem to do better and services are more effective when there is one-on-one contact in person. Many of our clients came out of the hospital with Covid and needed emergency shelter. Luckily we were able to help them find a safe place to stay and quarantine, with our landlord paying for disinfecting the homes out of pocket.”

—Brenda Glass, Founder & CEO of the Brenda Glass Trauma Recovery Center

1. What is premium pay?

“Premium pay” is [additional income](#) paid for by State and Local Recovery Funds that can be provided to essential workers [“who have been and continue to be relied on to maintain continuity of operations of essential critical infrastructure sectors, including those who are critical to protecting the health and well-being of their communities.”](#) If state and local chief executives choose to use their ARP Recovery Funds for this purpose, or state and local legislatures mandate ARP Recovery Funds be used for this purpose through their appropriation processes, essential workers can receive up to [“\\$13 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed \\$25,000 per eligible worker.”](#)¹

Before discussing eligibility criteria, it is important to highlight three features of premium pay:

- [The American Rescue Plan gives state and local governments the power to use ARP Recovery Funds for premium pay, but it does not require them to do so.](#) Governors, mayors, and county board chief executives will have the power to determine if their allocations of ARP Recovery Funds will be used to support premium pay. In appropriating ARP Recovery Funds, state and local legislatures may also influence how their governments spend these funds, which could include mandating premium pay.

¹ The Interim Rule further states that if premium pay [“would increase a worker’s total pay above 150 percent of their residing state’s average annual wage for all occupations”](#) or [“their residing county’s average annual wage, as defined by the Bureau of Labor Statistics’ Occupational Employment and Wage Statistics, whichever is higher, on an annual basis,”](#) the state or local governments must submit to the Treasury and make publicly available [“written justification of how the premium pay or grant is responsive to workers performing essential worker during the public health emergency”](#)

- Premium pay can in **no way substitute for a worker's regular income**. The Treasury's Interim Rule states premium pay "must be entirely additive to a worker's regular rate of wages and other remuneration and may not be used to reduce or substitute for a worker's normal earnings."
- The Treasury's Interim Rule explicitly **encourages retrospective awards for eligible essential workers** who have not received additional income for their work.

2. What kind of work is eligible for premium pay?

There are three basic criteria that must be satisfied for work to be eligible for premium pay. Think of these criteria as boxes that work must check to be eligible.

- ☐ The Treasury's Interim Rule provides a list of specific kinds of eligible essential work, which includes public health, safety, healthcare, social service, and human services staff. The Treasury's Interim Rule further notes that governors, mayors, and county board chief executives have "discretion to add additional sectors to this list, so long as additional sectors are deemed critical to protect the health and well-being of residents." The principle behind these eligible forms of work is that they address an identifiable public health harm or negative economic impact caused or exacerbated by the pandemic. As the pandemic has been associated with higher rates of violence, unemployment, mental health struggles, and similar issues, **advocates for premium pay should therefore interpret essential work to include specific services that address these problems, including violence prevention and intervention, domestic violence services, reentry, trauma recovery services, and similar kinds of critical assistance that promote community safety and wellbeing.**
- ☐ To be eligible for premium pay, essential work must involve "regular in-person interactions or regular physical handling of items that were also handled by others" and "faced or face heightened risks due to the character of their work." Remote or virtual essential work is not eligible for premium pay.
- ☐ Premium pay is intended to provide additional payments to "lower income eligible workers that perform essential work" that "respond to" "the heightened risk to workers who must be physically present at a jobsite and, for many of whom, the costs associated with illness were hardest to bear financially." For instance, the nature of street violence intervention work necessitates that frontline workers directly engage people who are at risk of violence in communities that also have disproportionately high rates of COVID-19. As the Interim Rule notes for frontline essential workers, street violence interventionists typically "earn lower wages on average and live in socioeconomically vulnerable communities as compared to the general population." If street interventionists contracted COVID-19, they would therefore likely suffer disproportionately more severe financial consequences compared to workers who draw higher salaries. As such, premium pay would "respond" to the essential work of street interventionists. The same argument would also apply to most victim service staff, reentry workers, and other critical assistance providers.

Along with the eligibility criteria listed above, the Interim Rule offers guidance on how state and local governments should prioritize premium payments. Advocates should use this guidance in their arguments to persuade their state and local governments to offer premium pay.

- If essential workers have already received some form of hazard pay, the Interim Rule states they are still eligible for premium pay. However, as [“many essential workers have not yet received additional compensation for work conducted over the course of many months.”](#) the Interim Rule [“encourages \[state and local executives\] recipients to prioritize providing retrospective premium pay where possible\[.\]”](#)
- Consistent with its overall equity framework, the Interim Rule urges state and local chief executives to prioritize premium pay for workers who are at the greatest risk of not only contracting COVID-19, but who also represent the demographics that are bearing disproportionate burden from the pandemic’s public health crisis and negative economic impact.

“What I want people to know is that we’re out here too just like paramedics, fire fighters, police. We’re out here everyday, seven days a week. I can tell you because of professional relationships with law enforcement, they’re grateful that they have organizations like us in communities partnering for peace.”

—Sam Castro, Program Manager,
Institute for Nonviolence Chicago

3. How can eligible essential workers receive premium pay?

The Interim Rule states that there are two basic ways for essential workers to receive premium pay:

- Premium pay can be administered through state or local agencies; or
- [State and local governments may grant ARP Recovery Funds to third party employers, such as nonprofit organizations, to provide premium pay to eligible staff or contractors.](#) To learn about the Premium Pay’s reporting requirements, see the Interim Rule, [“VIII. Reporting.”](#)

4. What can I do to advocate for essential workers to receive premium pay?

As noted throughout this brief, [governors, mayors, and county board chief executives have significant discretion over whether their governments will offer essential workers premium pay,](#) though state and local legislatures also have the power to mandate or encourage premium pay through their governments’ appropriation processes.

The [letters below provide language to directly copy or repurpose](#) to advocate to your governor, mayor, or county board chief executive that they should use their ARP Recovery Funds to support premium pay to eligible nonprofit human services, public health, and public safety essential workers. It is important to note that most state and local governments will have their own separate allocations of ARP Recovery Funds that

can be used for this purpose. Therefore, advocacy initiatives should consider sending separate requests to each chief executive and legislative members who are in charge of their governments' appropriation process. To influence state and local executives and legislative members, it is also important to educate and mobilize elected leaders and other prominent stakeholders who can help sway their decisions.

As there is power in numbers, advocates should consider forming coalitions of essential workers to argue for the premium pay. ARP State and Local Recovery Fund allocations for California, Illinois, Michigan, Ohio, Texas, Pennsylvania and Florida, the states in which ASJ works, can be found [here](#). All other state and local government allocation can be found on the Department of the Treasury's Coronavirus State and Local Fiscal Recovery Funds webpage [here](#).

Dear [GOVERNOR, MAYOR, COUNTY BOARD CHIEF EXECUTIVE],

Representing more than [NUMBER OF ORGANIZATIONS AND THE KINDS OF SERVICES THEY PROVIDE] that serve our communities most impacted by crime, violence, and unaddressed trauma, we ask that you allocate some of [STATE OR LOCAL ENTITY OF GOVERNMENT] American Rescue Plan's Recovery Funds to provide "premium pay" for the essential workers who have been dedicated to keeping our community safe during the pandemic.

As you know, premium pay is authorized by the American Rescue Plan as a way to reward essential workers with up to "\$13 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed \$25,000 per eligible worker." These words are from the Department of the Treasury's Interim Rule, which is the federal guidance for State and Local Recovery Funds. This guidance is clear that nonprofit staff whose work providing direct services to people has put them at risk of contracting COVID-19 are one of the intended recipients of premium pay.

In normal times, our staff are on the frontlines of addressing violence and trauma. During the pandemic, our workers have gone above and beyond their normal work to respond to this aspect of the pandemic's "public health emergency." Throughout [JURISDICTION], the staff of our organizations have risked their own health and safety to serve as front-line workers, mediating conflicts, preventing violence, helping people re enter our community from jail and prison, and responding to crisis mental health needs during the pandemic, as well as delivering food, PPE, and other essential services to people who lack access to vital resources.

The Department of Treasury provides two ways for governments to disburse premium pay to eligible essential workers. Recovery Funds can either be appropriated to government agencies to administer or they can be granted to third party nonprofit agencies to provide premium pay to eligible staff or contractors. We recognize that just as the pandemic has put unprecedented burdens on our communities, so it has strained the resources and staff of our government. We stand ready to work with your administration to create an accountable and efficient way to administer these payments.

On behalf of [ORGANIZATIONS], we thank you and your administration for the work you have done during the pandemic. We urge you to follow Congress's intent and provide nonprofit public health, safety, and human services frontline staff with the premium pay they deserve for their essential work and the sacrifices they have made to keep our community safe and healthy.

Sincerely,

About the series from the Alliance for Safety and Justice (ASJ).

This is the eighth report from the Innovations Division of ASJ that takes a deep dive into how federal recovery funds and other federal investments can be used to address core safety issues. Other reports in the series include The Promise of the American Rescue Plan Funding Opportunities to Reduce Violence, Meet the Needs of Underserved Communities, and Promote a Vision for Shared Safety (April, 2021), Seven key takeaways that show how State and Local Fiscal Recovery Funds can support innovative safety policies and programs (June 2021), Safety, Resilience, and Hope (August 2021) and an ongoing-series of state-specific analysis that ASJ began releasing in July 2021. The full series can be found at <https://allianceforsafetyandjustice.org/reports-and-surveys/>

About the Alliance for Safety and Justice.

The Alliance for Safety and Justice is a national organization that aims to win new safety priorities in states across the country, and brings together diverse crime survivors to advance policies that help communities most harmed by crime and violence.

Alliance for Safety and Justice (ASJ)

is a national organization that aims to win new safety priorities in states across the country, and brings together diverse crime survivors to advance policies that help communities most harmed by crime and violence.

This project was made possible, in part, by grants from



PUBLIC SERVICE CONTRACT

This Public Service Contract ("Contract") is made and entered into by and between Walker County, Texas ("County"), a political subdivision of the State of Texas acting by and through its Commissioners Court, and the Boys and Girls Club of Walker County ("Boys and Girls Club").

WITNESSETH

WHEREAS, Boys and Girls Club is tax-exempt pursuant to Section 501 (c)(3) of the Internal Revenue Code; and

WHEREAS, Boys & Girls Club has been providing adult education & literacy services in Walker County since 2018; and

WHEREAS, Boys and Girls Club has received funding for these services from Texas Workforce Commission through Houston & Galveston Area Council and the Gulf Coast Workforce Development Board and has been able to offer the following services to Walker County residents:

- High School Equivalency Preparation
- English as a Second Language
- Civics & Citizenship Preparation
- Workforce Training Programs
- Financial Literacy
- Family Literacy
- Digital Literacy and Technology Integration
- Employability Skills
- Intensive Services for Re-Entry (Post Correctional) & Internationally Trained

Professionals; and

WHEREAS, Each component of the Boys and Girls Club program has allowed them to help educate and empower adults in our community. Their goal is to help adults in Walker County and surrounding areas gain the knowledge and skills needed to gain employment and build the careers they desire; and

WHEREAS, Recently, Boys and Girls Club was awarded the opportunity to partner with Huntsville ISD to provide two new adult training programs, helping adult individuals become Certified Nursing Assistants (CNA) and Certified Phlebotomy Technicians. These training programs will equip participants with all the instruction and skills training needed to

successfully complete the certification exams for these industries and offer educational and employability skills needed to be successful in these careers; and

WHEREAS, Walker County has allocated certain funds from Coronavirus Local Fiscal Recovery Fund, as established under the American Rescue Plan Act (ARPA), for the purposes of Aid to Nonprofit agencies and Education Assistance and Academic services in Walker County.

NOW, THEREFORE, in consideration of the mutual agreement and understanding of the parties hereto, it is agreed as follows:

Walker County shall provide funding as described below to the Boys and Girls Club of Walker County to provide educational courses to adults in Walker County:

COURSES OFFERED:

Certified Nursing Assistant (10-week course, 12 hours per week)

- Instructors - \$6,120 per session
- Equipment & Supplies - \$1,900 per session
- Background Checks and Certification Exams - \$2,600 per session
- Total per session - \$10,620 per session
- Total per student - \$ 531 per session
- Total per year (3 sessions) - \$31,860
- Total for 2 years (6 sessions) - \$63,720

Certified Phlebotomy Technician (12-week program, 8 hours per week)

- Instructor - \$4,320 per session
- Equipment & Supplies - \$8,000 per session
- Background Checks and Certification Exams - \$1,700 per session
- Total per session - \$14,020
- Total per student - \$876
- Total per year (2 sessions) - \$28,040
- Total for 2 years (4 sessions) - \$56,080

Other Costs for both courses:

- 100% of salary for Case Manager (Career Pathways Specialist) - \$25,000 per year, \$50,000 for 2 years

- 25% of salary for Coordinator (Adult Education Coordinator) - \$10,000 per year, \$20,000 for 2 years
- Technology and Promotion - \$7,000 per year, \$14,000 for 2 years
- Total for 2 years: \$84,000

PROJECTED OUTCOMES:

Certified Nursing Assistant (CNA)

- 20 students per class x 3 session per year = 60 students per year, 120 students in 2 years
- Certification: Certified Nursing Assistant
- Average Salary: \$25,975 - \$36,598 per year

Phlebotomy

- 16 students per class x 2 sessions per year = 32 students per year, 64 students in 2 years
- Certification: Certified Phlebotomy Technician
- Average Salary: \$29,622 - \$44,715 per year

PAYMENT:

County shall pay to Boys and Girls Club the sum of \$101,900.00 for fiscal year 2021-2022 and an equal amount in fiscal year 2022-2023 in four (4) equal quarterly payments, or as otherwise deemed appropriate by County, beginning on or after March 1, 2022, to assist Boys and Girls Club in the provision of the aforementioned educational services in Walker County. While preserving the integrity of contractual sum(s), County reserves the right to make any necessary adjustments to individual payments, as might be required by the County Auditor for any reason, during the course of said fiscal year.

INSPECTION AND RETENTION OF DOCUMENTS

Boys and Girls Club shall permit inspection of its books and records by the County Auditor during regular business hours. Boys and Girls Club shall retain all documents and records reflecting receipt and expenditures of County funds for three (3) years.

PROVISIONS:

1. No Party to this Agreement will be responsible for the acts of an employee, or of another Party, except as may be decreed against that Party by a judgment of a court of competent jurisdiction. It is expressly understood and agreed that by executing this Agreement, no Party waives, nor shall be deemed to have waived any immunity or defense otherwise available to it under the law. Each Party to this Agreement waives all claims against every

other Party to this Agreement for compensation for any loss, damage, personal injury, or death, occurring as a consequence of the performance of this Agreement, except for acts in violation of law.

2. If any one or more of the provisions of this Agreement is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision and the Agreement will be construed without the invalid, illegal or unenforceable provision.
3. The County will make payments under this agreement from designated funds received from the stimulus allocation made to the County under the American Rescue Plan Act (ARPA).
4. Any notice given hereunder by one party to the other party shall be in writing and may be affected by personal delivery, by registered or certified mail, return receipt requested, when mailed to the proper party, in care of the official signing this Agreement or by fax transmission as agreed to by the Parties and as evidenced by a confirming return fax transmission.
5. This is the complete and entire Agreement between the Parties with respect to the matters herein and supersedes all prior negotiations, agreements, representations, and understandings, if any. This Agreement may not be modified, discharged, or changed in any respect whatsoever except by a further agreement in writing duly executed by the parties hereto. No official, representative, agent, or employee of Walker County, has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the County Commissioners Court. No official, representative, agent, or employee of Boys and Girls Club has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Executive Director.
6. The Parties agree to execute such other and further instruments and documents as are or may become necessary or convenient to carry out the purposes of this Agreement.
7. This Agreement shall be construed under the Federal laws provided by the United States and the laws of State of Texas. Any suits relating to this Agreement will be filed in a court of competent jurisdiction within Walker County, Texas.
8. Nothing in this Agreement, express or implied, is intended to confer upon any person, other than the Parties hereto, any benefits, rights, or remedies under or by reason of this Agreement.
9. This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together constitute one and the same instrument.

The initial term of this agreement shall begin on the date when executed by the last party and shall continue until the project is completed, unless sooner terminated by either Party as provided herein. Either Party may terminate this agreement by giving the other Party written notice of its intent to terminate at least thirty (30) days prior to the effective date of the termination. The termination of the contract shall not prevent nor eliminate either party's responsibility to fulfill the terms and obligations as provided for within this contract already accrued.

REQUIRED REPORTS:

Boys and Girls Club shall deliver to the County Judge at the completion of each course:

1. The total number of students that enrolled in the course
2. The total number of students that completed the course
3. A cost accounting of the course

Approved on the date or dates indicated below.

Boys and Girls Club of Walker County

Michelle Spencer, Chief Executive Officer

Executed on this ____ day of _____, 2022.

Walker County

Danny Pierce, County Judge

Executed on this ____ day of _____, 2022.

INTERLOCAL COOPERATION AGREEMENT

This Agreement is made by and entered into between Houston County, Texas (hereinafter "Contractor") and Walker County, Texas (hereinafter "County") on the date indicated below.

WHEREAS, County is seeking to provide for the housing and care of certain inmates incarcerated or to be incarcerated in its jail, and

WHEREAS, Contractor currently has the jail capacity and the ability to provide housing and care for such inmates and,

WHEREAS, both parties are political subdivisions of the State of Texas authorized to enter into an Interlocal Cooperation Agreement for such detention services pursuant to Chapter 791 of the Government Code (Vernon's 1992) (formerly Article 44413(32c), Tex. Rev.Civ. Stat), and

WHEREAS, the County and the Contractor desire to enter into an agreement pursuant to which the Contractor will provide housing and care for certain inmates incarcerated or to be incarcerated in County's jail.

NOW, THEREFORE, in consideration of the promises, covenants and agreements contained herein, the parties hereto mutually agree as follows:

ARTICLE 1

DETENTION SERVICES

1.01 **HOUSING AND CARE OF INMATES:** Contractor agrees to accept, and provide for the secure custody, care and safekeeping of inmates of the County in accordance with the state and local law, including the minimum standards promulgated by the Texas Commission on Jail Standards. The Contractor shall provide housing, care, meals and routine medical services for such inmates on the same basis as it provides for its own inmates confined in its own jail subject to the terms and conditions of this Agreement.

1.02 **MEDICAL SERVICES:** The per day rate under this agreement covers only routine medical services as on-site call (when provided by on-site staff) and non-prescription, over-the-counter/non-legend and routine drugs and medical supplies. The per day rate does not cover medical/health care service provided outside of the Contractor's facility or by other than facility staff, prescription drugs and treatments, or surgical, optical and dental care, and does not include the costs associated with any hospitalization of an inmate. The County will be billed the indigent rate for services provided and shall pay the Contractor an amount equal to the amount the Contractor is required to expend for medical services other than those routine medical services provided for by the per day rate. When it becomes necessary for the inmate to be hospitalized, the Contractor shall contact the County, through its Sheriff or designated representative, as soon as possible to inform the County of the fact that the inmate has been hospitalized and of the nature of the illness or injury that has required the hospitalization.

The Contractor shall submit invoices for such medical services along with its regular monthly billings for detention services, and such invoices shall be paid on the same terms as the regular monthly billing.

It is understood and agreed that if the hospitalization of an inmate is to be for a duration of more than 24 hours, or the cost of any medical care for hospitalization is to exceed \$2,000.00, the Contractor has the right to arrange for the hospital or health care provider to bill the County directly for the costs of the hospitalization and/or medical care, rather than the Contractor paying the costs and billing the same to the County. If the hospital or health care provider refuses to bill the County directly, the County shall reimburse the Contractor for such cost within forty-five (45) business days of receipt of an invoice from the Contractor therefore, which invoice may be delivered personally, by facsimile, by mail or by other reliable courier.

1.03 **MEDICAL INFORMATION:** The County shall provide the Contractor with medical information for all inmates sought to be transferred to the Contractor's facility under this agreement, including information regarding any special medication, diet or exercise regimen applicable to each inmate.

1.04 **TRANSPORTATION AND OFF-SITE SECURITY:** The County is solely responsible for the transportation of its inmates to and from the Contractor's facility. Contractor agrees to provide non-ambulance transportation for inmates to and from local (within 50 miles) off-site medical facilities as part of the services covered by the per day rate. Transport to medical service providers not located locally is the sole responsibility of the County. Ambulance transportation (including emergency flight, etc.) is not covered by the per day rate and will be billed along with the regular monthly billing submitted to the County by the Contractor.

Contractor will provide stationary guard services as requested or required by the circumstances or by law for inmates admitted or committed to an off-site medical facility. The County shall compensate the Contractor for the actual cost of said guard services to the Contractor, which shall be billed by the Contractor along with the regular monthly billing for detention services.

1.05 **SPECIAL PROGRAMS:** The per day rate set out in this agreement only covers basic custodial care and supervision and does not include any special educational, vocational or other programs. The parties may agree by a written amendment to this agreement or by separate agreement, for the provision of special programs for the consideration and under the terms mutually agreed to by the parties.

1.06 **LOCATION AND OPERATION OF FACILITY:** The Contractor shall provide the detention services described herein at the Houston County Justice Center in Crockett, Texas, which is operated by the Houston County Sheriff's Office.

ARTICLE II

FINANCIAL PROVISIONS

2.01 **PER DIEM RATE:** The per diem rate for detention services under this agreement is thirty five dollars (\$35.00) per man-day. This rate covers one inmate per day. Any portion of any day shall count as a man-day under this agreement, except that the County will not be billed for two days when an inmate is admitted one evening and removed the following morning. In that situation, the Contract will bill for the day of arrival, but not for the day of departure.

2.02 **BILLING PROCEDURE:** Contractor shall submit an itemized invoice for the services provided each month to the County, in arrears, invoices will be submitted to the officer of the County designated to receive the same on behalf of the County. The County shall make payment to the Contractor within thirty (30) days after receipt of the invoice. Payment shall be in the name of Houston County, Texas and shall be remitted to:

Houston County Auditor
401 East Goliad Ste 204
Crockett, Texas 75835

Amounts which are not timely paid in accordance with the above procedure shall bear interest at the lesser of the annual percentage rate of 10%, or the maximum legal rate applicable thereto, which shall be a contractual obligation of the County under this agreement. County further agrees that the Contractor shall be entitled to recover its reasonable and necessary attorney's fees and costs incurred in collection of amounts due under this agreement.

ARTICLE III

TERM OF AGREEMENT

3.01 **PRIMARY TERM:** The primary term of this agreement is for a period of two (2) years from the date of execution of this agreement by both parties.

3.02 **RENEWALS:** This agreement may be renewed annually after expiration of the primary term by mutual agreement of the parties. In the event that the parties seek to renew this agreement at the end of the primary term or any renewal period, the per diem rate for detention services shall be at the rate negotiated by the parties for such renewal period. The terms, conditions and rates with regard to any renewal period shall be as mutually agreed between the parties, and as approved by the commissioner's courts of the respective parties.

3.03 **TERMINATION:** This agreement shall terminate at the end of the primary term or of any renewal term unless renewed pursuant to Section 3.02. In addition, this agreement may be terminated upon sixty (60) days written notice by either party delivered to the officer specified herein by the other party to receive notices. This agreement will likewise terminate upon the happening of an event that renders performance hereunder by the Contractor impracticable or impossible, such as severe damage to or destruction of the facility or actions by governmental or judicial entities which create a legal barrier to the acceptance of any of the County's inmates.

ARTICLE IV

ACCEPTANCE OF INMATES

4.01 **COMPLIANCE WITH LAW:** Nothing herein shall create any obligation upon the Contractor to house the County's inmates where the housing of said inmates will, in the opinion of the Contractor's Sheriff, raise the population of the facility above permissible numbers of inmates allowed by law, or will, in the Sheriff's opinion, create a condition of overcrowding or create conditions which endanger the life and/or welfare of personnel and inmates at the facility, or result in possible violation of the constitutional rights of the inmates housed at the facility. At any time that the Contractor's Sheriff determines that a condition exists at the Contractor's facility necessitating the removal of the County's prisoners, or any specified number thereof, the County shall, upon notice by the Contractor's Sheriff to the Sheriff of the County, immediately (within eight (8) hours) remove said prisoner from the facility.

4.02 **ELIGIBILITY FOR INCARCERATION AT FACILITY:** The only inmates of the County eligible for incarceration are those inmates eligible for incarceration in the facility in accordance with the state standards under both the Jail Commission approved custody assessment system in place at the County's jail and pursuant to the custody assessment system in place at the Contractor's facility.

All inmates proposed by the County to be transferred to the Contractor's facility under this agreement must meet the eligibility requirements set forth above. The Contractor reserves the right to review the inmates' classification/eligibility, and the right to refuse to accept any inmate that it does not believe to be properly classified as a non-high risk inmate. Furthermore, if an inmate's classification changes while incarcerated at the Contractor's facility, the Contractor reserves the right to demand that the County remove that inmate and replace said inmate with a non-high risk inmate of the County.

4.03 RESERVATION WITH REGARD TO ACCEPTANCE OR CONTINUED INCARCERATION OF INDIVIDUAL INMATES: Contractor reserves the right for its Sheriff or his designated representative to review the background of all inmates sought to be transferred to the Contractor's facility, and the County shall cooperate with and provide information requested regarding any inmate by the Contractor's Sheriff. The Contractor reserves the right to refuse acceptance of any prisoner of the County. Likewise, if any inmate's behavior, medical, or psychological condition, or other circumstances of reasonable concern to the Contractor's Sheriff makes the inmate unacceptable for continued incarceration in Contractor's facility in the opinion of the Contractor's Sheriff, the County will be requested to remove said inmate from the facility, and shall do so immediately (within eight (8) hours) upon the request of the Contractor's Sheriff. Inmates may also be required to be removed from the facility when their classification changes for any purpose, including long-term medical segregation.

4.04 INMATE SENTENCES: Contractor shall not be in charge or responsible for the computation or processing of inmates time of confinement, including, but not limited to, computation of good time awards/credits and discharge dates. All such computations and record keeping shall continue to be the responsibility of the County. It shall be the responsibility of the County to notify the Contractor of any discharge date for an inmate at least ten (10) days before such date. The Contractor will release inmates of the County only when such release is specifically requested in writing by the Sheriff of the County. However, it is agreed that the preferred and usual course of dealing between the parties shall be for the County to pick up and return inmates to the County facility shortly before their discharge date, and for the County to discharge the inmate from its own facility. The County accepts all responsibility for the calculations and determinations set forth above and for giving Contractor notice of same, and to the extent allowed by law, shall indemnify and hold the Contractor harmless for all liability or expenses of any kind arising there from.

ARTICLE V

MISCELLANEOUS

5.01 BINDING NATURE OF AGREEMENT: This agreement is contractual and is binding upon the parties hereto and their successors, assigns, and their representatives.

5.02 NOTICE: All notices, demands, or other writings may be delivered by either party hereto to the other by United States Mail or other reliable courier at the following address:

To County: Walker County Judge
 Huntsville, Texas

To Contractor: Houston County
 401 East Goliad, Ste 201
 Crockett, Texas 75835

The address to which any notice, demand, or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

5.03 AMENDMENTS: This agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by commissioner's courts of the respective parties hereto.

5.04 PRIOR AGREEMENTS: This agreement contains all of the agreements and undertakings, either oral or written, of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective.

5.05 CHOICE OF LAW AND VENUE: The law which shall govern this agreement is the law of the State of Texas. All consideration to be paid and matters to be performed under this agreement shall lie in a district court of Houston County, Texas.

5.06 APPROVALS: This agreement must be approved by the Commissioners Court of the County and the Commissioners Court of the Contractor in accordance with the Interlocal Cooperation Act.

5.07 FUNDING SOURCE: The County must pay all amounts due under this agreement from current revenues available to it in accordance with the Interlocal Cooperation Act. The signature of the County's Auditor below certifies that there are sufficient funds from current revenues available to the County to meet its obligations under this agreement.

HOUSTON COUNTY, TEXAS

WALKER COUNTY, TEXAS

DocuSigned by:
By: Jim Lovell
Houston County Judge (As Authorized
and Approved by the Houston County
Commissioners Court by Order Dated
12/14/21)

By: _____
Walker County Judge (As Authorized
and Approved by the Walker County
Commissioners Court by Order Dated
_____)

Date Signed: DECEMBER 14, 2021

Date Signed: _____

DocuSigned by:
Melissa Jeter
Houston County Auditor

Walker County Auditor

DocuSigned by:
Randy Hargrove
Houston County Sheriff

Walker County Sheriff

Date Approved: 12/15/21

Date Approved: _____

ATTEST:

ATTEST:

DocuSigned by:
Terri Meadows
Houston County Clerk

Walker County Clerk

A copy of this signed contract should be hand delivered or mailed to:

Houston County Auditor
401 East Goliad Sute 204
Crockett, TX 75835

Walker County Auditor
Huntsville, Texas

Budget Request from Meredith Cryer at Walker County AgriLife Extension

Request to become a CPR Certified Instructor

The goal for receiving the training is to provide the much-needed service to childcare workers in Walker County. This will help Childcare Centers meet the mandates from the state of Texas and ensure the safety of Walker County children attending these centers.

Walker County Child Care Facility Stats-

23 Childcare Centers

2039 Children attending Centers


450 Approximate Childcare Workers

COMPLETE COST SUMMARY:

Training Costs	\$ 458.00
Supply Cost	258.95
Travel Cost	230.39
TOTAL	\$ 947.34

Cost of Three Trainings Required (all valid two years):


Adult and Pediatric First Aid/CPR/AED-BL	\$ 108.00
First Aid/CPR/AED Instructors- BL r.21	350.00
Babysitter's Training Instructor Bridge	0.00
TOTAL	\$ 458.00





American Red Cross
Training Services

TRAINING + CERTIFICATION:
Individuals ▾ Organizations ▾

SUPPLIES & PRODUCTS ▾

 FIND A CLASS ▾

 HOUSTON, TX, USA



[Individuals / First Aid](#) / Adult and Pediatric First Aid/CPR/AED-BL

Adult and Pediatric First Aid/CPR /AED-BL

Class ID a653a0000021C4e ★★★★★ 4.7 (9588) [Write a review](#)

This course will prepare you to recognize and care for a variety of first aid, breathing, and cardiac emergencies involving adults, children and infants and meets OSHA/workplace requirements. This is a blended learning course including an online portion a...

[More Details](#)

Date + Time
Thursday, JAN 27
09:00AM - 10:30AM

Location
[14300 Cornerstone Village Dr, Ste 119 Houston TX 77014](#)
(17.2 Miles Away)

Class Setting
ONLINE + CLASSROOM

Language
English

Provider
Nation's Best CPR

\$108.00
[SIGN ME UP](#)

Contact [Customer Service](#) to sign up additional students for classes provided by the Red Cross.
[Cancellation Policy](#)

Class Description

This course will prepare you to recognize and care for a variety of first aid, breathing, and cardiac emergencies involving adults, children and infants and meets OSHA/workplace requirements. This is a blended learning course including an online portion and an instructor-led classroom skill session. The online portion must be completed prior to attending the in-class portion and must be taken on a PC or tablet with a high speed Internet connection. Allow approximately 2 hours 30 minutes to complete the online portion. Upon successful completion of this course you will receive a digital certificate for Adult and Pediatric First Aid/CPR/AED valid for two years.

Class Setting

ONLINE + CLASSROOM

Certifications + CEUs

First Aid/CPR/AED Instructor-BL-r.21

Class ID a653a000002189
☆☆☆☆☆ (0) Write a review

This course will train instructor candidates to teach basic-level American Red Cross First Aid, CPR and AED courses. In order to participate in this course, you must possess a current basic-level American Red Cross First Aid/CPR/AED (or higher level)...

[More Details](#)

Date + Time Monday, JAN 31 09:00AM - 03:30PM	Location 2700 Southwest Fwy Houston TX 77098 (3.6 Miles Away)	Class Setting ONLINE + CLASSROOM
	Provider American Red Cross	Language English

\$350.00

2 SEATS LEFT

SIGN ME UP

Contact [Customer Service](#) to sign up additional students for classes provided by the Red Cross.
[Cancellation Policy](#)

Class Description
Class Setting
Certifications + CEUs

This course will train instructor candidates to teach basic-level American Red Cross First Aid, CPR and AED courses. In order to participate in this course, you must possess a current basic-level American Red Cross First Aid/CPR/AED (or higher level) certification or equivalent and be at least 16 years of age on the last day of the instructor course. Upon registration, it is important that you review and follow the directions on the e-mail attachment sent with your registration confirmation. This is a blended learning course consisting of online content, a skills session and classroom segments. Online material must be completed prior to attending the classroom activities. For more information, please reference the attachment you will receive via e-mail when you register for this course.

Cost of Supplies:

Manikin Face Shields (216)	\$ 73.00
CPR Prompt Adult/Child and Infant Manikin	185.98
TOTAL	\$ 258.95

1-800-480-1277
¡SE HABLA ESPAÑOL!
Proudly serving our customers for 19 YEARS

FREE SHIPPING!
on orders over \$99*

HOME
ABOUT CPR SAVERS
CONTACT
SITE INFO
CPR TRAINING
BLOG
MY ACCOUNT
CHAT ONLINE
CART (2)

Search
SEARCH

CURRENCY:
Select Language

Continue Shopping
Proceed to Checkout

ITEMS	QTY	PRICE	TOTAL
Manikin Face Shields - (6 Rolls of 36)	1	\$73.00	\$73.00
TPAK12 CPR Prompt Torso Adult/Child and Infant Manikin	1	\$185.95	\$185.95
	Subtotal		\$258.95
	TOTAL		\$258.95

CATEGORY
COVID 19 ESSENTIALS
AED UNITS
CPR MANIKINS
CPR SUPPLIES
FIRST AID KITS

Travel Cost:

Course	Miles	Rate per mile	Mileage Cost	Per Diem	Total Trip Cost
Travel to CPR Certification (Round Trip)	120	0.585	70.20	33.00	103.20
Travel to CPR Instructor Course (Round Trip)	161	0.585	94.19	33.00	127.19
TOTAL			\$ 164.39	\$ 66.00	\$ 230.39

Walker County Judge Danny Pierce
1100 University Ave., Room 204
Huntsville, TX 77340

RECEIVED

JAN - 6 2022

WALKER COUNTY
JUDGE'S OFFICE

Rc: Ernst Parking Lot

January 1, 2022

Judge Pierce:

This is a courtesy letter regarding the parking area located at 1212 Avenue M, Huntsville, Texas (Ernst Parking Lot), owned by myself and my brother, Mark Ernst.

The Interlocal Agreement formed between us and the County of Walker/City of Huntsville will expire December 1, 2022 (5-year lease: December 1, 2017-December 1, 2022). In order to continue the tradition of providing parking space to visitors of the Courthouse and downtown Huntsville, we would like to continue offering the County & City the opportunity to lease the lot jointly for \$1000 per month beginning December 1, 2022 for a period of five (5) years.

I look forward to hearing from you.

Sincerely,



Regina Ernst Guthrie
17299 Deer Ridge Rd.
Moody, TX 76557
Mobile: (713) 598-0365

✓ cc: Mayor Andy Brauninger

Request for Release of Funds and Certification

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

OMB No. 2506-0087
(exp. 08/31/2023)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) Texas Community Development Block Grant	2. HUD/State Identification Number 7220490	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) CFDA No. 14.228	5. Name and address of responsible entity Robert D. "Danny" Pierce, County Judge Walker County 1100 University Ave., Rm 204 Huntsville, TX 77340	
6. For information about this request, contact (name & phone number) Andrea Garcia (512) 420-0303		
8. HUD or State Agency and office unit to receive request Texas Department of Agriculture Office of Rural Affairs PO Box 12847 Austin, TX 78711	7. Name and address of recipient (if different than responsible entity) N/A	

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) Walker County Water Improvements on Behalf of Walker Co. SUD	10. Location (Street address, city, county, State) Construction shall take place at the following locations: Along Farm-to-Market 1791, from Walker Loop, 3,250 Linear Feet West; along Farm-to-Market 1791, from Farm-to-Market 3179, 8,050 Linear Feet East; along Farm-to-Market 1791, approximately 2,900 Linear Feet North, Huntsville, Walker County, Texas.
---	--

11. Program Activity/Project Description

Walker County proposes Administrative and Engineering Fees and Services and to replace approximately fourteen thousand two hundred linear feet (14,200 l.f.) of six-inch (6") water line, fire hydrants, service connections, boring and all associated appurtenances with the grant from the Texas Department of Agriculture - Office of Rural Affairs in the amount of \$350,000 and shall contribute \$17,500 in match funds. Construction shall take place at the following locations: Along Farm-to-Market 1791, from Walker Loop, 3,250 Linear Feet West; along Farm-to-Market 1791, from Farm-to-Market 3179, 8,050 Linear Feet East; along Farm-to-Market 1791, approximately 2,900 Linear Feet North.

The environmental notice was posted at the County Courthouse on 12/21/2021. The local comment period ended 01/10/2022. This RROF was signed on 01/18/2022 and submitted to the state. The state comment period is anticipated to end 02/02/2022 or 15 days after receipt of this request, whichever is later, with the issuance of the AUGF anticipated on 02/03/2022 or next business day after the end of the objection period.

Part 2. Environmental Certification (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☐ did not ☒ require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying office of the responsible entity

Signature of Certifying Officer of the Responsible Entity

Title of Certifying Officer

Robert D. "Danny" Pierce, County Judge

Date signed

01/18/2022

X

Address of Certifying Officer

**Walker County
1100 University Ave., Rm 204, 1100 University Ave., Rm 204
Huntsville, TX 77340**

Part 3. To be completed when the Recipient is not the Responsible Entity

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

Title of Authorized Officer

Date signed

X

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Walker County Judge's Office
Walker County
1100 University Ave.
Huntsville, TX 77340

RECEIVED

JAN -5 2022

AMERICAN RESCUE PLAN ACT
APPLICATION FORM

WALKER COUNTY
JUDGE'S OFFICE

Priority of

NOTE: This form must be completed as part of the application; additional information may be attached for further documentation or explanation. Additional information may be required upon assessment of the application.

REQUESTOR INFORMATION	
Requestor Name:	Barbara Rigsby
Name of Person Making Request	
Requestor Title:	Executive Director / New Life TLC LLC
Name of Dept/Org making request	
Requestor Email Address:	rigsby.barbara@yahoo.com
Requestor Phone Number:	936-581-5170

DETAILS OF THE REQUEST	
Name of the Project/Request:	New Life Church Community Restoration Reachout
Dollar amount of funds Requested from Walker County:	\$6,000,000.00
Is this a one time purchase, IF not show expenditures by year thru 2026:	
Cite the specific language in the American Rescue Plan Act that supports your request for funds, list the supporting expenditure category, and why you feel that your request fits ARPA requirements: <small>1.9 Funding For Public Health Support and Resources Public Health Workforce Expansion: provides key enhancements for healthcare and public health workforce supports, including: \$7.6 billion for HHS to establish, expand, and sustain a public health workforce and make awards to state, local, and territorial public health departments. \$7.6 billion for Community Health Centers for ongoing COVID-19 response efforts. \$800 million to the National Health Service Corps to enhance and diversify the nation's clinician's workforce. 1.10 & 1.11 Funding For Behavioral and Mental Health Substance Abuse Prevention and Treatment (SAPT) and Community Mental Health Block Grants: Provides \$1.5 billion for the Substance Abuse and Mental Health Services Agency's (SAMHSA) Substance Abuse Prevention and Treatment (SAPT) and another \$1.5 billion for Community Mental Health block grant programs. Certified Community Behavioral Health Clinics: Provides \$420 million for Certified Community Behavioral Clinics (CCBHCs) which helps counties and other local entities provide a comprehensive range of mental health and substance use disorder services to vulnerable individuals. Overdose Prevention: Provides \$30 million for SAMHSA to create grants to state, local, tribal and territorial governments to support community-based overdose prevention programs and other harm reduction services in light of increased pandemic related drug-misuse</small> Continued on separate page	

Explain in detail the purpose of the funds, how they will be expended, who will benefit, what geographic area will be covered, what impact the funds are intended to have, and how will you evaluate and measure success. Must be 50 to 250 words.

The purpose of the funding will be to acquire property that will be utilized as a multipurpose facility for New Life Church TLC LLC. The funds will be expended to owners of property being sold a 4,357 sq ft building on 1 acre of land and an additional 4,278 sq ft building on 1.5 acre of land. To be utilized for the outreach programs that will serve and assist the disadvantaged and under-privileged community who were severely affected by COVID-19. The geographic areas to be covered by this funding will be but not subjected to the following rural and disdain surroundings are in Huntsville, Tx micropolitan area. The act of service shall be the product of the allotted funds that will be foreseen through the planning and dedication of action; as part of the continuous efforts of New Life Church TLC LLC over the past 20 years to better assist the impoverished and destitute community members. due to COVID-19.

Local Assistance and Tribal Consistency Fund (SEC.605) states that counties shall be required to provide periodic reports with a detailed accounting of the use of funds. Per the request of the allocated funds for Walker County, New Life Church shall produce monthly assessments using the funding formula provided by the U.S Treasury. The failure to do so by our party will result in the recoup of Walker County's allotted funds by the federal government.

Do you have any other information to add? If you need more space add a sheet

I Barbara Rigsby, am a native of Huntsville, Tx located in Walker County. I'm also but not limited to a community leader, pastor, widow, , and a mother to many but especially my four year old special needs daughter diagnosed with microcephaly cerebral palsy disorder. Being a member and a pastor of New Life Church ministry, founded by my late husband over 20 years ago as a ministry leader but over 40 years of dedicated servitude has allowed me to experience, witness, and assist in the grey areas of my city. We were then and now blessed and honored to be a pivotal part of the community we call home, but with the great progress that has been made it was abruptly paused due to lack of financial abilities and access as a direct result of COVID-19. Through our efforts, alone we have done everything in our power as a people to keep the backbone in what has fueled this city, which is companionship, union, and outreach. Our disadvantaged, underprivileged, and multicultural body of Huntsvillians are desperately in need of funds to continue the operations of service that uplifted us; to support the rebuilding of small/local businesses, reconnect families, and give aid towards the proper mental health assistance needed to bridge the gap between the time lost emotionally, physically, and mentally. As previously stated, I as the serving pastor and we as a body of New Life Church of Huntsville, Tx have and look forward to the future and hope towards tomorrow of restoration and rebuilding of our beloved city.

Signature of Authorized Representative:	I certify that the information in this application is true and correct to the best of my knowledge:
Barbara Rigsby	Signed: <i>Barbara Rigsby</i>
	Date: 12/28/2021

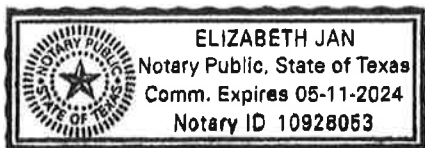
Please submit your request in one of these three ways -

- 1) Email to Elizabeth Jan, at Ejan@co.walker.tx.us and request confirmation of receipt.
(if you do not receive a confirmation call 936-436-4910)
- 2) Mail in the US Mail to Elizabeth Jan, County Judge's Office, Walker County,
1100 University Ave., Huntsville, TX 77340
- 3) Drop off at the Walker County Courthouse, 1100 University Ave., Huntsville, TX 77340
County Judge's office on the Second Floor.

State of TEXAS

County of Walker

This instrument was acknowledged before me on
January 5, 2022, by Barbara Rigsby.



Elizabeth Jan
Notary Public

ALL TO BE FUNDED BY AMERICAN RESCUE PLAN

1. One time Purchase of two newly equipped buildings for the New Life Church and community attendees, in an amount not exceeding \$3,000,000.
2. One time Purchase of renovations and equipped appliances to take place and furnish the inside of the two newly acquired buildings for New Life Church and community attendees not exceeding an amount of \$1,000,000.
3. One time Purchase of 2 Squier Affinity Series Bass Pack or equivalent not exceeding \$1,000 for the New Life Church Academy of Music.
4. One time Purchase of 2 Squier Affinity Series Electric and Guitar Pack or equivalent not exceeding \$1,000 for the New Life Church Academy of Music.
5. One time Purchase of 2 Squier Affinity Series Bass Guitars or equivalent not exceeding \$2,000 for the New Life Church Academy of Music.
6. One time Purchase of 2 Squier Affinity Series Electric Guitars or equivalent not exceeding \$2,000 for the New Life Church Academy of Music.
7. One time Purchase of 1 Roland Drum Mat or equivalent not exceeding \$5,000 for the New Life Church Academy of Music.
8. One time Purchase of 1 Roland V-Drum TD-17KVX Electronic Set or equivalent not exceeding \$3,000 for the New Life Church Academy of Music.
9. One time Purchase of 2 Wireless Sennheiser EW 100 G4-ME2 Wireless Lavaliers or equivalent not exceeding \$1,500 for New Life Church Academy of Music.
10. One time Purchase of 3 Sennheiser EW 112P G4 Portable Wireless Lavaliers or equivalent not exceeding \$2,500 for the New Life Church Academy of Music.
11. One time Purchase of 1 On-Stage Stands Boom Microphone or equivalent not exceeding \$500 for the New Life Church Academy of Music.
12. One time Purchase of 5 Handheld Microphone Wireless Systems or equivalent not exceeding \$5,000. for New Life Church Academy music
13. One time Purchase of Studio Equipment and Accessories or equivalent not exceeding \$5,000 for New Life Church Academy of music.
14. One time Purchase of Compact Lighting Console or equivalent not exceeding \$4,000 for New Life Church Academy of music.
15. One time Purchase of Chauvet Lighting Equipment or equivalent not exceeding \$2,000 for New Life Church Academy of Music.
16. One time Purchase 2 Blackmagic Broadcast Cameras or equivalent not exceeding \$10,000 for New Life Church.
17. One time Purchase of Camera Equipment/ Accessories and Software or equivalent not exceeding \$15,000 New Life Church.
18. One time Purchase of Studio Equipment and Accessories or equivalent not exceeding \$5,000 for the New Life Church Academy of Music.

19. One time Purchase of 4 iMac Desktops or equivalent not exceeding \$10,000 for the After School Home-Access Program at New Life Church.
20. One time Purchase of 6 Macbook Air or equivalent not exceeding \$8,000 for the After School Home-Access Program.
21. One time Purchase of 4 Apple iPad Pro's or equivalent not exceeding \$5,000 for the After School Home-Access New Life Church.
22. Purchase of a Meal Distribution Package or equivalent not exceeding \$110,000 annually for the Community Nutrition Outreach Program years 2020-2026
23. Purchase of PPE/Sanitation and Cleaning Equipment or equivalent not exceeding \$8,000 annually for meeting the CDC public health guidelines at New Life Church years 2020-2026
24. One time Purchase of 8 (8-passenger) 2022 Tahoe or equivalent not exceeding \$445,000 for the outreach ministry transportation by New Life Church
25. One time Purchase of 4 2022 Honda Accord or equivalent not exceeding \$105,000 for the outreach ministry transportation by New Life Church.
26. Purchase of Vehicle Insurance or equivalent projected amount of \$15,000 annually for New Life Church years 2020-2026
27. Purchase of Telephone and Internet Services or equivalent not exceeding \$5,500 annually for New Life Church years 2020-2026
28. Funding for Discretionary Community Outreach Programs or equivalent not exceeding \$25,000 annually for the New Life Church years 2020-2026
29. Funding for Administrative Expenses and Services or equivalent not exceeding \$700,000 annually for the staff of New Life Church years 2020-2026
30. Allocations of funds Professional Development or equivalent not exceeding \$200,000 annually for the staff employment of New Life Church years 2020-2026
31. Funding of Nonprofit Organizations or equivalent not exceeding \$245,000 annually for the nonprofit organizations of New Life Church.
Years 2020-2026
 - 32. Purchase of legal fees not exceeding \$54,000 annually for New Life Church years 2020-2026

Details of the Request

Local Assistance and Tribal Consistency Fund (SEC.605) states that counties shall be required to provide periodic reports with a detailed accounting of the use of funds. Per the request of the allocated funds for Walker County, New Life Church shall produce monthly assessments using the funding formula provided by the U.S Treasury. The failure to do so by our party included with Walker County's allotted funds will result in recoup of funds by the federal government.

1.6 Support for Medicaid

FMAP Enhancements: Enhances state Federal Medical Assistance Percentages (FMAP) the federal contribution to Medicaid, including:

- An enhanced FMAP for states that wish to expand Medicaid programs to cover mobile crisis intervention services for individuals experiencing mental health or substance use disorders
- A temporary FMAP increase of 7.35 percentage points for states to improve Medicaid home and community based services for one year

As a county, we are at a disproportionate rate of providing proper medicaid programs and funds for the community. Walker County is a part of the 44% of counties that suffered from budget constraints due to the last fiscal year.

1.9 Funding For Public Health Support and Resources

Public Health Workforce Expansion: provides key enhancements for healthcare and public health workforce supports, including:

- \$7.6 billion for HHS to establish, expand, and sustain a public health workforce and make awards to state, local, and territorial public health departments.
- \$7.6 billion for Community Health Centers for ongoing COVID-19 response efforts.
- \$800 million to the National Health Service Corps to enhance and diversify the nation's clinician's workforce.

1.10, 1.11 & 1.12 Funding For Behavioral and Mental Health

- Substance Abuse Prevention and Treatment (SAPT) and Community Mental Health Block Grants: Provides \$1.5 billion for the Substance Abuse and Mental Health Services Agency's (SAMHSA) Substance Abuse Prevention and Treatment (SAPT) and another \$1.5 billion for Community Mental Health block grant programs.

- Certified Community Behavioral Health Clinics: Provides \$420 million for Certified Community Behavioral Clinics (CCBHCs) which helps counties and other local entities provide a comprehensive range of mental health and substance use disorder services to vulnerable individuals.
- Overdose Prevention: Provides \$30 million for SAMHSA to create grants to state, local, tribal and territorial governments to support community-based overdose prevention programs and other harm reduction services in light of increased pandemic related drug-misuse.

2.1, 2.2, 2.3, 2.4, 2.9, 2.10 & 2.13 Direct Financial Assistance For Individuals and Families

- “(1) provide funds to States to carry out a technical assistance plan under which a State will provide legal, accounting, and financial advisory services, either directly or contracted with legal, accounting, and financial advisory firms, with priority given to business enterprises owned and controlled by socially and economically disadvantaged individuals, to very small businesses and business enterprises owned and controlled by socially and economically disadvantaged individuals applying for— “(A) State programs under the Program; and “(B) other State or Federal programs that support small businesses; “(2) transfer amounts to the Minority Business Development Agency, so that the Agency may use such amounts in a manner the Agency determines appropriate, including through contracting with third parties, to provide technical assistance to business enterprises owned and controlled by socially and economically disadvantaged individuals.
- Emergency Rental Assistance Program: Provides \$21.6 billion in another round of emergency rental assistance to be distributed by the U.S. Treasury Department to allocate to states, territories, counties and cities.
- County governments with populations greater than 200,000 are eligible to receive another round of direct funding from the Treasury to keep families in stable housing and prevent an eviction crisis during the health emergency. Counties below 200,000 may receive funds through their state government.
- Homeless Assistance: Provides \$5 billion to HUD for homeless prevention and supportive services through the HOME Investment Partnerships program formula.

- The majority of HOME funds (60 percent) are distributed to 647 local jurisdictions, including urban counties with populations over 200,000 not including their largest metropolitan city, to provide affordable housing to low income families. Housing Choice Vouchers: Provides \$5 billion to HUD for emergency
- Housing Choice Vouchers. Counties support increasing the supply of housing choice vouchers to assist with providing affordable housing for families.
- Rural Housing: Provides \$100 million for rural housing through the U.S. Department of Agriculture for rental assistance. Counties support assistance to families in rural areas struggling with rental payments due to the pandemic. -
- Homeowner Assistance Fund: Provides \$10 billion for the Homeowner Assistance Fund and allocates funds to states, territories, and tribes to provide homeowners struggling to make mortgage payments due to the pandemic with direct assistance for mortgage payments, property taxes, property insurance, utilities, and other housing related costs. Counties support assistance to families to maintain stable housing conditions during the public health crisis and beyond. -
- Low Income Home Energy Assistance Program (LIHEAP): Provides \$4.5 billion in emergency LIHEAP funds to remain available until September 30, 2022. Counties fully or partially administer the LIHEAP program in 13 states.
- 3.8 a National Technical Assistance Center on Grandfamilies and Kinship Families (in this section referred to as the "Center") to provide training, technical assistance, and resources for government programs, nonprofit and other community-based organizations, and Indian Tribes, Tribal organizations, and urban Indian organizations, that serve grandfamilies and kinship families to support the health and well-being of members of grandfamilies and kinship families, including caregivers, children, and their parents. The Center shall focus primarily on serving grandfamilies and kinship families in which the primary caregiver is an adult age 55 or older, or the child has one or more disabilities.

Food and Nutrition

- Special Supplemental Nutrition Program for Women, Infants and Children (WIC): Provides \$880 million in emergency funds, \$490 million of which will enhance benefits for four months and \$390 million of which will support outreach innovation and program modernization funding.

Education and Child Care Stabilization

- Child Care and Development Fund (CCDF): Provides \$39 billion in emergency funds for the discretionary portion, the Child Care Development Block Grant program (CCDBG), \$15 billion of which will be distributed according to the

regular formula and available through FY 2024. The remaining \$24 billion will go to states to make subgrants directly to child care providers. The mandatory Child Care Entitlement to States (CCES) will also receive a permanent annual increase of \$600 million, with the state match waived in FY 2021 and FY 2022.

- Child and Dependent Care Tax Credit (CDCTC): In 2021, expands the CDCTC, making it refundable (therefore available to lower-income employees) and increasing the maximum rate by 50 percent. County employees may be able to claim this credit, making it easier for them to afford the necessary child/dependent care to continue working.

Supports For Small Businesses and Economic Development

Paycheck Protection Program (PPP) and Economic Injury Disaster Loan (EIDL):

Provides an additional \$7.25 billion for the PPP and \$15 billion for the EIDL Advance program.

- The PPP and EIDL program help stabilize county economies by keeping small businesses afloat. Many counties also provided small business loans and other support with CRF dollars authorized under the CARES Act.
- Economic Development Administration: Provides \$3 billion for economic adjustment assistance. Of this amount, 25 percent of funding is reserved for assistance to communities that have suffered economic injury as a result of job losses in the travel, tourism or outdoor recreation sectors.

Funding For Transportation:

- Public Transit: Provides \$30.46 billion available through FY 2024 at a 100 percent federal share for eligible recipients of urban, rural, senior citizens and individuals with disabilities, and intercity bus transit formula grants for operating expenses incurred beginning on January 20, 2020, including payroll, operating and maintenance costs due to lost revenue, and the payment of leave for personnel laid off due to service reductions. Counties directly support 78 percent of the nation's public transit systems.

Federal Emergency Management Agency (FEMA) Resources:

- Disaster Relief Fund: Provides \$50 billion for FEMA's Disaster Relief Fund to meet the immediate needs of state, local, tribal and territorial governments. (NOTE that the Biden administration issued an Executive Order on February 2, 2021 that waives the non-federal match of 25 percent from January 20, 2020 through September 31, 2021 for COVID-related eligible reimbursements.)

- FEMA's Disaster Relief Fund provides funding for key FEMA programs important to counties, including the Public Assistance (PA) Program.
- Funeral Assistance: Extends the 100 percent federal cost share increase for funeral assistance provided by FEMA, which had previously only been for costs incurred before December 30, 2020.
- Funds will reimburse county residents for funeral costs associated with the COVID-19 pandemic.
- Additional Funding for FEMA Programs: Provides funding for a wide variety of FEMA programs that support local agencies in FY 2021 to remain available through FY 2025, including:
 - Emergency Food and Shelter Program (\$400 million)

ENVIRONMENTAL PROTECTION AGENCY (EPA) GRANTS

Funding for Pollution and Disparate Impacts of the COVID-19 Pandemic: Provides \$100 million to the EPA to address health outcome disparities from pollution and the COVID-19 pandemic.

- Of this amount, \$50 million will support activities that identify and address disproportionate environmental or public health harms and risks in minority populations or low-income populations.

I feel my request fits ARPA requirements: I am a survivor of COVID 19 from weeks of hospitalization on oxygen the entire time. I'm speaking from experiential knowledge of the direct effects COVID 19 has on every area of life. As with others being served through our arms of ministry we have suffered great loss. In direct relation to COVID 19 due to the mandatory quarantine orders small minority business operators throughout the ministry were shut down. These underprivileged did not have access to proper funding and resources from financial institutions. The options to work from home were not the options and recourse. These closures resulted in the most impoverished sector of our county affecting congregants in tithes, offering and going the extra mile to be our brother's keeper. Therefore COVID 19's impact affected this African American ministry severely. For us, when the church is affected, the cultures community is left even more vulnerable.

**Appendix 1: Expenditure Categories**

The Expenditure Categories (EC) listed below must be used to categorize each project as noted in Part 2 above. The term "Expenditure Category" refers to the detailed level (e.g., 1.1 COVID-10 Vaccination). When referred to as a category (e.g., EC 1) it includes all Expenditure Categories within that level.

1: Public Health	
1.1	COVID-19 Vaccination ^
1.2	COVID-19 Testing ^
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10	Mental Health Services*
1.11	Substance Use Services*
1.12	Other Public Health Services
2: Negative Economic Impacts	
2.1	Household Assistance: Food Programs* ^
2.2	Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3	Household Assistance: Cash Transfers* ^
2.4	Household Assistance: Internet Access Programs* ^
2.5	Household Assistance: Eviction Prevention* ^
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8	Contributions to UI Trust Funds
2.9	Small Business Economic Assistance (General)* ^
2.10	Aid to Nonprofit Organizations*
2.11	Aid to Tourism, Travel, or Hospitality
2.12	Aid to Other Impacted Industries
2.13	Other Economic Support* ^
2.14	Rehiring Public Sector Staff
3: Services to Disproportionately Impacted Communities	
3.1	Education Assistance: Early Learning* ^
3.2	Education Assistance: Aid to High-Poverty Districts ^
3.3	Education Assistance: Academic Services* ^
3.4	Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5	Education Assistance: Other* ^
3.6	Healthy Childhood Environments: Child Care* ^
3.7	Healthy Childhood Environments: Home Visiting* ^
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^



3.9	Healthy Childhood Environments: Other* ^
3.10	Housing Support: Affordable Housing* ^
3.11	Housing Support: Services for Unhoused Persons* ^
3.12	Housing Support: Other Housing Assistance* ^
3.13	Social Determinants of Health: Other* ^
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15	Social Determinants of Health: Lead Remediation ^
3.16	Social Determinants of Health: Community Violence Interventions* ^
4: Premium Pay	
4.1	Public Sector Employees
4.2	Private Sector: Grants to Other Employers
5: Infrastructure²⁷	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure
5.16	Broadband: "Last Mile" projects
5.17	Broadband: Other projects
6: Revenue Replacement	
6.1	Provision of Government Services
7: Administrative	
7.1	Administrative Expenses
7.2	Evaluation and Data Analysis
7.3	Transfers to Other Units of Government
7.4	Transfers to Non-entitlement Units (States and territories only)

*Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions (see Use of Evidence section above for details)

^Denotes areas where recipients must report on whether projects are primarily serving disadvantaged communities (see Project Demographic Distribution section above for details)

²⁷ Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For "drinking water" expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

Walker County Judge's Office
Walker County
1100 University Ave.
Huntsville, TX 77340

AMERICAN RESCUE PLAN ACT
APPLICATION FORM

Priority of

NOTE: This form must be completed as part of the application; additional information may be attached for further documentation or explanation. Additional information may be required upon assessment of the application.

REQUESTOR INFORMATION	
Requestor Name: Name of Person Making Request	
Requestor Title: Name of Dept/Org making request	
Requestor Email Address:	
Requestor Phone Number:	

DETAILS OF THE REQUEST	
Name of the Project/Request:	
Dollar amount of funds Requested from Walker County:	
Is this a one time purchase, IF not show expenditures by year thru 2026:	
Cite the specific language in the American Rescue Plan Act that supports your request for funds, list the supporting expenditure category, and why you feel that your request fits ARPA requirements:	

Explain in detail the purpose of the funds, how they will be expended, who will benefit, what geographic area will be covered, what impact the funds are intended to have, and how will you evaluate and measure success. Must be 50 to 250 words.

Do you have any other information to add? If you need more space add a sheet

Signature of Authorized Representative:	I certify that the information in this application is true and correct to the best of my knowledge: Signed:
	Date:

Please submit your request in one of these three ways -

- 1) Email to Elizabeth Jan, at Ejan@co.walker.tx.us and request confirmation of receipt.
(if you do not receive a confirmation call 936-436-4910)
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1100 University Ave., Huntsville, TX 77340
- 3) Drop off at the Walker County Courthouse, 1100 University Ave., Huntsville, TX 77340
County Judge's office on the Second Floor.



Appendix 1: Expenditure Categories

The Expenditure Categories (EC) listed below must be used to categorize each project as noted in Part 2 above. The term “Expenditure Category” refers to the detailed level (e.g., 1.1 COVID-10 Vaccination). When referred to as a category (e.g., EC 1) it includes all Expenditure Categories within that level.

1: Public Health	
1.1	COVID-19 Vaccination ^
1.2	COVID-19 Testing ^
1.3	COVID-19 Contact Tracing
1.4	Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, etc.)*
1.5	Personal Protective Equipment
1.6	Medical Expenses (including Alternative Care Facilities)
1.7	Capital Investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency
1.8	Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)
1.9	Payroll Costs for Public Health, Safety, and Other Public Sector Staff Responding to COVID-19
1.10	Mental Health Services*
1.11	Substance Use Services*
1.12	Other Public Health Services
2: Negative Economic Impacts	
2.1	Household Assistance: Food Programs* ^
2.2	Household Assistance: Rent, Mortgage, and Utility Aid* ^
2.3	Household Assistance: Cash Transfers* ^
2.4	Household Assistance: Internet Access Programs* ^
2.5	Household Assistance: Eviction Prevention* ^
2.6	Unemployment Benefits or Cash Assistance to Unemployed Workers*
2.7	Job Training Assistance (e.g., Sectoral job-training, Subsidized Employment, Employment Supports or Incentives)* ^
2.8	Contributions to UI Trust Funds
2.9	Small Business Economic Assistance (General)* ^
2.10	Aid to Nonprofit Organizations*
2.11	Aid to Tourism, Travel, or Hospitality
2.12	Aid to Other Impacted Industries
2.13	Other Economic Support* ^
2.14	Rehiring Public Sector Staff
3: Services to Disproportionately Impacted Communities	
3.1	Education Assistance: Early Learning* ^
3.2	Education Assistance: Aid to High-Poverty Districts ^
3.3	Education Assistance: Academic Services* ^
3.4	Education Assistance: Social, Emotional, and Mental Health Services* ^
3.5	Education Assistance: Other* ^
3.6	Healthy Childhood Environments: Child Care* ^
3.7	Healthy Childhood Environments: Home Visiting* ^
3.8	Healthy Childhood Environments: Services to Foster Youth or Families Involved in Child Welfare System* ^



3.9	Healthy Childhood Environments: Other* ^
3.10	Housing Support: Affordable Housing* ^
3.11	Housing Support: Services for Unhoused Persons* ^
3.12	Housing Support: Other Housing Assistance* ^
3.13	Social Determinants of Health: Other* ^
3.14	Social Determinants of Health: Community Health Workers or Benefits Navigators* ^
3.15	Social Determinants of Health: Lead Remediation ^
3.16	Social Determinants of Health: Community Violence Interventions* ^
4: Premium Pay	
4.1	Public Sector Employees
4.2	Private Sector: Grants to Other Employers
5: Infrastructure²⁷	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation
5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure
5.16	Broadband: "Last Mile" projects
5.17	Broadband: Other projects
6: Revenue Replacement	
6.1	Provision of Government Services
7: Administrative	
7.1	Administrative Expenses
7.2	Evaluation and Data Analysis
7.3	Transfers to Other Units of Government
7.4	Transfers to Non-entitlement Units (States and territories only)

*Denotes areas where recipients must identify the amount of the total funds that are allocated to evidence-based interventions (see Use of Evidence section above for details)

^Denotes areas where recipients must report on whether projects are primarily serving disadvantaged communities (see Project Demographic Distribution section above for details)

²⁷ Definitions for water and sewer Expenditure Categories can be found in the EPA's handbooks. For "clean water" expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For "drinking water" expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.



American Rescue Plan Act, Amendments to Application Form

NOTE: Requesting: \$ 1,087,000.00

Most funds are spread over 4 years such as Salaries.

A few items require Maintenance Costs or On Going up keep or Internet Costs.

Other Funds are onetime Item costs.

Page One: Citing the specific language in the “ARPA”

1: Public Health

- 1.4 Prevention in Congregate settings (nursing homes, prisons/jails, dense work sites, schools, etc.)

Enhance the Ground Floor PRIMARY HVAC system and bring in Air-Purifiers in key areas of the offices and Shelter Dorm Rooms and Family Building. For the public (well over 2,000 people per Month) that comes for services and programs, we have a mask mandate in place. In our shelter and family buildings where individuals lodge, we practice social distancing with beds. In our dining room, we require hand sanitizing, social distancing and masks. We are using disposable plate, cups and plastic ware in the dining room. We perform daily temperature checks. Have COVID-testing on site once per week. And we have had vaccination administrators onsite twice. We distribute PPE to the staff, lodgers and the public.

- 1.5 Personal Protective Equipment

PPE is kept in a sanitary environment. We provide PPE to staff, lodgers and the public.

- 1.6 Medical Expenses (including alternative Care Facilities)

It is sometimes necessary to shelter individuals with special needs such as air purifiers, crutches, wheel chairs, walkers, emergency medical cabinet with supplies. (NOTE: Facility Built pre 1994 and grandfathered w/no Elevator). Three Family rooms are ground floor and newer with showers that are wheel chair accessible. One of the Three Family Apts is designated primarily for Military Families.

- 1.7 Capital investments or Physical Plant Changes to Public Facilities that respond to the COVID-19 public health emergency.

We set aside building space for COVID-testing and COVID vaccinations. Special sanitizer for cleaning sessions, PPE. We make use of OUTDOOR LIVING SPACES with a OUT DOOR Kitchen and Meeting Room as well as Tents and outdoor privacy showers.

- 1.8 Other COVID-19 Public Health Expenses (including Communications, Enforcement, Isolation/Quarantine)

Information flyers for the public, signage regarding social distancing transportation of individuals to testing sites, commercial chemical sanitizers, quarantine places for possibly exposed individuals, thermometers, training staff how to use equipment and handle phone calls. Enhance Website and SOCIAL MEDIA sites for accurate and timely info.

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Changing Lives for Good

Street: 1005 Martin Luther King Dr., Huntsville TX 77320 • Mailing Address: P.O. Box 7281, Huntsville, TX 77342
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1.9 Payroll Costs for Public Health, Safety and Other Public Sector Staff Responding to COVID-19

Staff to provided transportation to offsite testing. Two more part-time Case Managers.

1.10 Mental Health Services

Hire two Part time LPC and on LCDC for Counseling and Rehab. The rise in Addictions and Mental illness is directly correlated to this Pandemic. We will need to enhance maintenance and cleaning of these building spaces as well as office supplies, Printing, Brochures. We need reimbursements for the ONE TIME \$8,500 new IP phone system. More help is needed for even faster Internet.

1.11 Substance Use Services

The two part-time LPC (Licensed Professional Counselors) and one part-time LCDC (Licensed Clinical Drug Counselor), PLUS their work space costs.

2: Negative Economic Impacts

2.1 Household Assistance: Food Programs

Staffing (cook), food bank manager, refrigerators, freezers, stove, ovens, dishwashers, cleaning products, cooking utensils, computers for training and reporting, building space, signage, animal control, shopping carts, wagons, dolly used for moving large quantities of food, crate for keeping food off the ground. Rolling Food pantry with a SIX Wheeled Trailer that is on a goose-neck platform to take to underserved communities in Walker County and neighbor hoods with no Fresh Foods within normal walking distance. A Flat-Bed Truck will be needed to pull this air-controlled and well lit rolling food pantry.

2.4 Household Assistance: Internet Access Program

Internet access for reporting, staff training, security, client programs, access to third-party resources, computers, digital telephone system, lodgers taking parenting classes, children lodgers and adults taking online courses.

2.7 Job Training Assistance (e.g., sectoral job-training, subsidized employment, employment supports or incentives)

Train and apply for food handler's certificates, lodgers and clients that apply for jobs, lodgers that take parenting classes. Do micro-loans and train Families to start their own businesses to supplement their income. Example, lawn services, Adult Day Care/Sitters, Handi-man Services, House Cleaning, Mobile Car Wash, Mobile Car Care, Mobile Technology Technician, etc.

2.9 Small Business Economic Assistance (general)

SEE 2.7

2.10 Aid to Nonprofit Organizations

COLLABORATIONS and our ZOOM Meeting Room made available as well as the OUTDOOR MEETING ROOM with an OUTDOOR KITCHEN.

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2.13 Other Economic Support

Housing and food for people in disaster recovery such as a storm, plumbing assistance for home owners as we did during the SNOW-Apocalypse 2021.

2.14 Rehiring Public Sector Staff

We hire veterans, seniors, people out of jail and need a stable living and work environment. We hire disabled and mentally ill part time as well. We allow for Physical Rehab in learning or RE-Learning basic skills via working in the Food Bank or Clothing Bank.

3: Services to Disproportionately Impacted Communities

3.4 Education Assistance: Social, Emotional, and Mental Health Services

Housing, food, counseling, stability, transportation to appointments, assist with job searches, help with getting loss documents such as identification, social security cards. Rolling Food Pantry and Rolling Food Services. (SEE: 2.1)

3.7 Healthy Childhood Environments: Home Visiting by hiring two part-time Case Mangers

3.11 Housing Support: Services for Unhoused Persons

Shelter, food, computers program training and classes, supplies, enhance environment to relax and enjoy being a child in a safe place. Enhancing the HVAC and Air Sanitizing systems.

3.13 Social Determinants of Health: Other

Assessments to see if clients can be referred to Restore Texas, Tri-County Behavioral Health, etc. We have a volunteer RN checking residence and walk-ins on Sunday Afternoons.

5.11 Drinking Water: Transmission & Distribution

We distribution bottled water to the public AND Teach Water Filtration Methods. Also see 2.1

5.13 Drinking water: Sources

We provide potable drinking water and bottled drinking water daily to the public including lodgers that live here and the public, enhanced collaboration with Houston Food Bank for getting Water and Special Supplies after Natural Disasters. We shall train people in WATER FILTRATION SYSTEMS on SITE.

7: Administrative

7.1 Administrative Expenses

ON SITE location, payroll contractor, supplies, phone maintenance, computers maintenance, High Speed Internet Services, ON-Going Staff training,

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7.2 Evaluation and Data Analysis

We have staff to analyze data, monitor metrics, and report clients changes, and provide reports to our partners.

(Page TWO) 212 words

Purpose of the funds are to cover costs of providing emergency and basic services and product to individuals, families with children and those in disaster recovery. Mobile Food Bank with Client Choice Shopping for underserved communities and neighborhoods. Enhancing Sheltering Programs for primarily SITUATIONAL homelessness. Enhance the Mission's ONSITE food bank/pantry. Enhance the hot meals program. Build a better Furniture and Clothing Bank. Provide better access to the Internet for the community we serve (to apply for jobs, SNAPs, on-line courses). Due to Pandemic Stress Disorder we shall further Enhance our Counseling Programs and rebuild the H.O.P.E. House of Recovery due to the increase of addictions during the Pandemic. We will enhance Case Management as well as continue being our County's primary of information/referral. 211 has had major issues and it is causing our County Residents to rely upon FALSE info on Social Media. We shall build the Website and Social Media Platforms for Walker County to get timely and accurate info on Human Services. Funds are expended based on overhead costs, building maintenance, acquiring vehicles (we need a newer Isuzu Panel Truck equipped with Hydraulic Lift and a flatbed truck to pull a Mobile Food Pantry. Cost of Vehicle Insurance and Maintenance, as well as an increase in payroll with new staff.

I Certify that the information in this Application is True and Correct to the best of my knowledge.

11/21/2021

(NOTE: See Amendment Page with Stats on Current Services and Example of 2018 also included.)

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Good Shepherd Mission					
1005 MLK Dr					
Huntsville, Texas 77342-7281					
Statistical Report for September, 2021					
**Pandemic COVID19					
	<u>Sept, 2021</u>	<u>YTD/2021</u>	<u>Avg/Mo/2021</u>	<u>2020Total</u>	<u>Ave/Mo/2020</u>
Clothing (6 articles and 1 pr shoes per Indiv)	3,070	24,626	2,736	36,954	3,080
Individuals*	512	4,104	456	6,159	513
Coats	0	514	57	962	80
Total Families Served	460	4,376	486	10,905	909
Twice During Month	57	1,157	129	3,314	276
Total for Month	517	5,533	615	14,219	1,185
Food Bank					
Individuals*	461	9,703	1,078	33,841	2,820
Twice During Month	142	1,292	144	5,578	465
Total for Month	603	10,995	1,222	39,419	3,285
Furniture/Household Nec*	26	234	26	1,083	90
Program Hours & Counseling	84	991	124	2,155	180
Budgeted Aid per Month					
Gas	\$242	439	49	162	13
Individuals*	6	23	3	15	1
Medical	\$70	70	8	35	3
Individuals*	1	45	5	1	0
Bus	\$73	74	8	180	15
Individuals*	1	1	0	2	0
Total Lodgings*	673	5,222	580	7,443	620
Meals Served					
Walk-Ins	1,262	8,914	990	12,704	1,059
Staff	325	2,262	251	3,421	285
Total Meals Served*	1,587	12,351	1,372	17,111	1,426
Total Units Service Provided-All Areas	3,267	31,845	3,538	65,775	5,481
 <u>June 1, 1984 through September 30, 2021</u>					
Lodging	288,386				
Meals	572,722				
Families	258,158				
Persons in Families	453,958				
Respectfully submitted,					
<i>Dave Smith, Director</i>					
10/22/21					

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Good Shepherd Mission					
1005 MLK					
Huntsville, Texas 77342-7281					
Statistical Report for December, 2018					
	<u>Dec, 18</u>	<u>18 Total</u>	<u>Avg/Mo/18</u>	<u>17 Total</u>	<u>Avg/Mo/17</u>
6 Clothing Articles & 1 pr shoes	5,907	68,566	5,714	67,704	5,642
Individuals*	985	11,428	952	11,284	940
Coats	862	1,922	160	1,168	97
Total Families Served	1,135	6,307	526	6,199	517
Twice During Month	733	2,640	220	2,371	198
Total for Month	1,868	8,947	746	8,570	714
Food Bank					
Individuals*	1,132	9,629	802	9,153	763
Twice During Month	673	3,622	302	3,553	296
Total for Month	1,805	13,251	1,104	12,706	1,059
Xmas Toys Furniture/Miscellaneous*	646	2,019	168	1,400	117
Program Hours & Counseling	148	1,911	159	2,165	180
Budgeted Aid per Month					
Gas	\$68	599	50	289	24
Individuals*	3	49	4	66	6
Medication	\$18	\$18	2	\$82	7
Individuals*	1	2	0	8	1
Bus	-	265	22	193	16
Individuals*	0	3	0	3	0
Total Lodgers*	1,269	12,855	1,071	11,701	975
Meals Served					
Walk-Ins	1,770	22,245	1,854	22,537	1,878
Staff	183	2,981	248	2,920	243
Total Meals Served*	1,953	25,266	2,106	25,490	2,124
Total Units Service Provided-All Areas	5,989	61,368	5,114	59,522	4,960
June 1, 1984 through December 31, 2018					
Lodging	262,712				
Meals	517,632				
Families	209,743				
Persons in Families	396,889				
Respectfully submitted,					
Dave Smith, Exec. Director					
January 8, 2019					

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