

**COOPERATIVE AGREEMENT
BETWEEN THE COUNTY OF WALKER AND
RIVERSIDE SPECIAL UTILITY DISTRICT**

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 Riverside Special Utility District, (hereinafter, "RSUD").

WITNESSETH:

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

WHEREAS, the County and RSUD agree that the COVID-19 has negatively impacted costs of goods and services and:

WHEREAS, the County and RSUD both agree that the County's contribution to fund the RSUD request for financial assistance will only be used to purchase, install, and maintain parts, labor, and materials necessary to maintain and improve its water production and distribution facilities in Walker County and are qualified purchases as defined by the US Department of the Treasury under the following Category:

- 5.11 Drinking Water: Transmission and Distribution

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

1. The County will provide funding to RSUD solely for the coverage of costs associated with the acquisition of labor and materials described herein.
2. The contribution amount to be provided by the County for this initiative shall not exceed \$75,000 cumulative.
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. RSUD or its designee shall arrange and manage all functions required to acquire, install, and maintain items funded via this agreement.
6. **THE FINAL DELIVERABLES:** shall consist of the improvement of the RSUD production and distribution system and appurtenances, to include obligations pertaining to the plant site for distribution and plant infrastructure such as engineering costs, fencing, survey and design, property attainment, generators, water tower construction, and or piping and fittings associated with the construction of a new water plant.

7. RSUD shall administer the program using the following procedures:
- RSUD shall adhere to its Procurement Policies and Procedures to obtain the items described in Section six above.
 - RSUD, after receipt of the items, shall submit proof adherence to their procurement policy, proof of delivery, and a copy of the paid invoice in amount of the purchase price, with the maximum being \$75,000, cumulative.
 - The County shall review the submittals and authorize reimbursement if all purchasing requirements have been satisfied.
 - Once approved, the County shall issue a check to RSUD for the amount of the purchase.
8. 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.
9. 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.
10. 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 Riverside Special Utility District:

Robert Nettles, General Manager
PO Box 194, Riverside, TX 77367
Rnettles@riversidesud.com
Phone: (936) 594-5793

If to Walker County:

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

11. 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 RSUD has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Executive Director.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

Approved on the date or dates indicated.

Riverside Special Utility District

Robert Nettles, General Manager

Executed on this ____ day of _____ of 2022.

WALKER COUNTY

Danny Pierce, County Judge

APPROVED AS TO FORM:

Walker County District Attorney

Executed on this ____ day of _____ of 2022.

**COOPERATIVE AGREEMENT
BETWEEN THE COUNTY OF WALKER AND
PHELPS SPECIAL UTILITY DISTRICT**

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 Phelps Special Utility District, (hereinafter, "PSUD").

WITNESSETH:

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

WHEREAS, the County and PSUD agree that the COVID-19 has negatively impacted costs of goods and services and:

WHEREAS, the County and PSUD both agree that the County's contribution to fund the PSUD request for financial assistance will only be used to purchase, install, and maintain parts, labor, and materials necessary to maintain and improve its water production and distribution facilities in Walker County and are qualified purchases as defined by the US Department of the Treasury under the following Category:

- 5.11 Drinking Water: Transmission and Distribution

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

1. The County will provide funding to PSUD solely for the coverage of costs associated with the acquisition of labor and materials described herein.
2. The contribution amount to be provided by the County for this initiative shall not exceed \$75,000 cumulative.
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. PSUD or its designee shall arrange and manage all functions required to acquire, install, and maintain items funded via this agreement.
6. **THE FINAL DELIVERABLES:** shall consist of the improvement of the PSUD production and distribution system and appurtenances, to include obligations pertaining to the plant site for distribution and plant infrastructure such as engineering costs, fencing, survey and design, property attainment, generators, water tower construction, and or piping and fittings associated with the construction of a new water plant.

7. PSUD shall administer the program using the following procedures:
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 - PSUD, after receipt of the items, shall submit proof adherence to their procurement policy, proof of delivery, and a copy of the paid invoice in amount of the purchase price, with the maximum being \$75,000, cumulative.
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9. 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.
10. 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 Phelps Special Utility District:

Scott Rohe, General Manager
455 FM 2296, Huntsville, TX 77340
phelpswater@hotmail.com
Phone: (936) 661-2210

If to Walker County:

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

11. 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 PSUD has any authority to modify this Agreement, except pursuant to such express authority as may be granted by the Executive Director.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.

Approved on the date or dates indicated.

Phelps Special Utility District

Scott Rohe, General Manager

Executed on this ____ day of _____ of 2022.

WALKER COUNTY

Danny Pierce, County Judge

APPROVED AS TO FORM:

Walker County District Attorney

Executed on this ____ day of _____ of 2022.

**Attachment 2 - Allocation Summary and Calculation Worksheet(s) in Excel
with intact formulas**

See also Excel Document named Attachment2-H-GAC-Allocation-Summary-
Calculation-Worksheets-UPDATED 6-13-22.xlsx

HUDMID Allocation Zip code Portion																		
	77320	77414	77423	77482	77493	78934	HUDMID Allocation Outside of Zip codes	Total HUDMID Allocation	Total STMD Allocation	HUDMID Allocation Share	STMD Allocation Share	Total Allocation Share	LMI Percentage	HUDMID LMI Amount	STMD LMI Amount	Total LMI	Footnote	
Jurisdiction*																		
Alvin city	\$0	\$0	\$0	\$0	\$0	\$0	\$6,000,500	\$6,000,500	\$0	1.35%	0.00%	1.23%	50%	\$3,000,250	\$0	\$3,000,250		
Ames city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Anahuac city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Angleton city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,792,900	\$1,792,900	\$0	0.40%	0.00%	0.37%	50%	\$896,450	\$0	\$896,450	a	
Arcola city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Austin county	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,750,100	\$6,750,100	0.00%	15.59%	1.38%	50%	\$3,375,050	\$3,375,050	\$3,375,050	a	
Bailey's Prairie village	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Bay City city (77414)	\$0	\$3,189,500	\$0	\$0	\$0	\$0	\$0	\$3,189,500	\$0	0.72%	0.00%	0.65%	50%	\$1,594,750	\$0	\$1,594,750	a	
Bayou Vista city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Baytown city (Chambers County)	\$0	\$0	\$0	\$0	\$0	\$0	\$2,686,900	\$2,686,900	\$0	0.60%	0.00%	0.55%	50%	\$1,343,450	\$0	\$1,343,450	c	
Beach City city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Beasley city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Bellaire city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Bellville city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Bonney village	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Brazoria city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Brazoria County	\$0	\$0	\$0	\$0	\$0	\$0	\$43,326,900	\$43,326,900	\$0	9.73%	0.00%	8.86%	50%	\$21,663,450	\$0	\$21,663,450	a	
Brazos Country city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Brookshire city (77423)	\$0	\$0	\$1,310,000	\$0	\$0	\$0	\$0	\$1,310,000	\$0	0.29%	0.00%	0.27%	50%	\$655,000	\$0	\$655,000	a	
Brookside Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,580,200	\$1,580,200	\$0	0.35%	0.00%	0.32%	50%	\$790,100	\$0	\$790,100	a	
Bunker Hill Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b	
Chambers county	\$0	\$0	\$0	\$0	\$0	\$0	\$14,923,200	\$14,923,200	\$0	3.35%	0.00%	3.05%	50%	\$7,461,600	\$0	\$7,461,600	a	
Clear Lake Shores city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,498,300	\$1,498,300	\$0	0.34%	0.00%	0.31%	50%	\$749,150	\$0	\$749,150	a	
Cleveland city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,220,900	\$1,220,900	\$0	0.27%	0.00%	0.25%	50%	\$610,450	\$0	\$610,450	a	
Clute city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,284,400	\$5,284,400	0.00%	12.21%	1.08%	50%	\$0	\$2,642,200	\$2,642,200	a	
Colorado county	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,018,300	\$0	0.23%	0.00%	0.21%	50%	\$509,150	\$0	\$509,150	a	
Columbus city (78934)	\$0	\$0	\$0	\$0	\$0	\$0	\$7,584,700	\$7,584,700	\$0	1.70%	0.00%	1.55%	50%	\$3,792,350	\$0	\$3,792,350	a	
Conroe city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Cove city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Cut and Shoot city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Daisetta city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Danbury city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Dayton city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,453,600	\$1,453,600	\$0	0.33%	0.00%	0.30%	50%	\$726,800	\$0	\$726,800	a	
Dayton Lakes city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Deer Park city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b	
Devers city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Dickinson city	\$0	\$0	\$0	\$0	\$0	\$0	\$15,761,000	\$15,761,000	\$0	3.54%	0.00%	3.22%	50%	\$7,880,500	\$0	\$7,880,500	a	
Eagle Lake city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
East Bernard city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
El Campo city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,554,100	\$1,554,100	\$0	0.35%	0.00%	0.32%	50%	\$777,050	\$0	\$777,050	b	
El Lago city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Fairchild's village	\$0	\$0	\$0	\$0	\$0	\$0	\$56,030,000	\$56,030,000	\$0	12.58%	0.00%	11.46%	50%	\$28,015,000	\$0	\$28,015,000	a	
Fort Bend county	\$0	\$0	\$0	\$0	\$0	\$0	\$1,838,000	\$1,838,000	\$0	0.41%	0.00%	0.38%	50%	\$919,000	\$0	\$919,000	c	
Freeport city	\$0	\$0	\$0	\$0	\$0	\$0	\$4,636,100	\$4,636,100	\$0	1.04%	0.00%	0.95%	50%	\$2,318,050	\$0	\$2,318,050	a	
Friendswood City (Galveston County)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Fulshear city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b	
Galena Park city	\$0	\$0	\$0	\$0	\$0	\$0	\$15,761,400	\$15,761,400	\$0	3.54%	0.00%	3.22%	50%	\$7,880,700	\$0	\$7,880,700	a	
Galveston city	\$0	\$0	\$0	\$0	\$0	\$0	\$18,221,200	\$18,221,200	\$0	4.09%	0.00%	3.73%	50%	\$9,110,600	\$0	\$9,110,600	a	
Galveston county	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Hardin city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b	
Harris county	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b	
Hedwig Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Hempstead city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Hillcrest village	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Hillshire Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b	
Hitchcock city	\$0	\$0	\$0	\$0	\$0	\$0	\$3,864,200	\$3,864,200	\$0	0.87%	0.00%	0.79%	50%	\$1,932,100	\$0	\$1,932,100	a	

		HUDMID Allocation Zip code Portion																			
		77320	77414	77423	77482	77493	78934														
Jurisdiction*								HUDMID Allocation Outside of Zip codes	Total HUDMID Allocation	Total STMD Allocation	Total Allocation	HUDMID Allocation Share	STMD Allocation Share	Total Allocation Share	LMI Percentage	HUDMID LMI Amount	STMD LMI Amount	Total LMI	Footnote		
Holiday Lakes town Houston City (Fort Bend and Montgomery County)	Humble city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,582,000	\$1,582,000	\$0	\$1,582,000	0.36%	0.00%	0.32%	50%	\$791,000	\$0	\$791,000			
	Humble city	\$0	\$0	\$0	\$0	\$0	\$0	\$9,232,700	\$9,232,700	\$0	\$9,232,700	2.07%	0.00%	1.89%	50%	\$4,616,350	\$0	\$4,616,350	c		
	Hunters Creek Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b		
	Hunters Creek Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b		
	Huntsville city (77320)	\$932,600	\$0	\$0	\$0	\$0	\$0	\$932,600	\$1,323,600	\$2,256,200	\$2,256,200	0.21%	3.06%	0.46%	50%	\$466,300	\$661,800	\$1,128,100	b		
	Industry city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Iowa Colony	\$0	\$0	\$0	\$0	\$0	\$0	\$958,800	\$958,800	\$0	\$958,800	0.22%	0.00%	0.20%	50%	\$479,400	\$0	\$479,400	d		
	Jacinto City city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b		
	Jamaica Beach city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Jersey Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b		
Jones Creek village Katy City (Fort Bend County, Zipcode 77493)	Katy City (Fort Bend County, Zipcode 77493)	\$0	\$0	\$0	\$0	\$769,500	\$0	\$358,600	\$1,128,100	\$0	\$1,128,100	0.25%	0.00%	0.23%	50%	\$564,050	\$0	\$564,050	c		
	Kemah city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Kendleton city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Keneffick town	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	La Marque city	\$0	\$0	\$0	\$0	\$0	\$0	\$4,165,500	\$4,165,500	\$0	\$4,165,500	0.94%	0.00%	0.85%	50%	\$2,082,750	\$0	\$2,082,750	a		
	La Porte city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b		
	Lake Jackson city	\$0	\$0	\$0	\$0	\$0	\$0	\$2,138,700	\$2,138,700	\$0	\$2,138,700	0.48%	0.00%	0.44%	50%	\$1,069,350	\$0	\$1,069,350	b		
	League City city (Galveston County)	\$0	\$0	\$0	\$0	\$0	\$0	\$15,561,500	\$15,561,500	\$0	\$15,561,500	3.49%	0.00%	3.18%	50%	\$7,780,750	\$0	\$7,780,750	c		
	Liberty city	\$0	\$0	\$0	\$0	\$0	\$0	\$2,684,300	\$2,684,300	\$0	\$2,684,300	0.60%	0.00%	0.55%	50%	\$1,342,150	\$0	\$1,342,150	c		
	Liberty county	\$0	\$0	\$0	\$0	\$0	\$0	\$21,274,200	\$21,274,200	\$0	\$21,274,200	4.78%	0.00%	4.35%	50%	\$10,637,100	\$0	\$10,637,100	c		
Liverpool city Magnolia city Manvel city Matagorda County (77414, 77482)	Liverpool city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Magnolia city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Manvel city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,557,300	\$1,557,300	\$0	\$1,557,300	0.35%	0.00%	0.32%	50%	\$778,650	\$0	\$778,650	a		
	Matagorda County (77414, 77482)	\$0	\$2,065,700	\$0	\$680,700	\$0	\$0	\$0	\$2,746,400	\$5,301,900	\$8,048,300	0.62%	12.25%	1.65%	50%	\$1,373,200	\$2,650,950	\$4,024,150	a		
	Meadows Place city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Missouri City city (Fort Bend County)	\$0	\$0	\$0	\$0	\$0	\$0	\$5,070,900	\$5,070,900	\$0	\$5,070,900	1.14%	0.00%	1.04%	50%	\$2,535,450	\$0	\$2,535,450	c		
	Mont Belvieu city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Montgomery city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Montgomery county	\$0	\$0	\$0	\$0	\$0	\$0	\$60,375,000	\$60,375,000	\$0	\$60,375,000	13.55%	0.00%	12.35%	50%	\$30,187,500	\$0	\$30,187,500	a		
	Morgan's Point city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b		
Nassau Bay city Needville city New Waverly city North Cleveland city Oak Ridge North city Old River-Winfree city Orchard city Oyster Creek city Palacios city Panorama Village city Pasadena city Pattison city Patton Village city Pearland City (Brazoria and Fort Bend County)	Nassau Bay city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b		
	Needville city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b		
	New Waverly city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	North Cleveland city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Oak Ridge North city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Old River-Winfree city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Orchard city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Oyster Creek city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Palacios city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,384,700	\$1,384,700	\$0	\$1,384,700	0.00%	3.20%	0.28%	50%	\$692,350	\$0	\$692,350	a	
	Panorama Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
Pasadena city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b			
Pattison city Patton Village city Pearland City (Brazoria and Fort Bend County) Pine Island town Piney Point Village city Peak Village Plum Grove city Prairie View city Quintana town Regional Priority Projects (H-GAC Allocation) Richmond city Richwood city Riverside city Roman Forest city	Pattison city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Patton Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,259,100	\$1,259,100	\$0	\$1,259,100	0.28%	0.00%	0.26%	50%	\$629,550	\$0	\$629,550	c		
	Pearland City (Brazoria and Fort Bend County)	\$0	\$0	\$0	\$0	\$0	\$0	\$14,008,900	\$14,008,900	\$0	\$14,008,900	3.14%	0.00%	2.87%	50%	\$7,004,450	\$0	\$7,004,450	a		
	Pine Island town	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b		
	Piney Point Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b		
	Peak Village	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Plum Grove city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Prairie View city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Quintana town	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		
	Regional Priority Projects (H-GAC Allocation)	\$0	\$0	\$0	\$0	\$0	\$0	\$50,700,000	\$50,700,000	\$11,300,200	\$62,000,200	11.38%	26.10%	12.69%	50%	\$25,350,000	\$5,650,100	\$31,000,100	a		
Richmond city Richwood city Riverside city	Richmond city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,535,500	\$1,535,500	\$0	\$1,535,500	0.34%	0.00%	0.31%	50%	\$767,750	\$0	\$767,750	c		
	Richwood city	\$0	\$0	\$0	\$0	\$0	\$0	\$2,456,500	\$2,456,500	\$0	\$2,456,500	0.55%	0.00%	0.50%	50%	\$1,228,250	\$0	\$1,228,250	a		
	Riverside city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a		

HUDMID Allocation Zip code Portion																			
Jurisdiction*	77320	77414	77423	77482	77493	78934	HUDMID Allocation Outside of Zip codes	Total HUDMID Allocation	Total STMD Allocation	Total Allocation	HUDMID Allocation Share	STMD Allocation Share	Total Allocation Share	LMI Percentage	HUDMID LMI Amount	STMD LMI Amount	Total LMI	Footnote	
Rosenberg city	\$0	\$0	\$0	\$0	\$0	\$0	\$4,121,300	\$4,121,300	\$0	\$4,121,300	0.93%	0.00%	0.84%	50%	\$2,060,650	\$0	\$2,060,650	a	
San Felipe town	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Sandy Point city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Santa Fe city	\$0	\$0	\$0	\$0	\$0	\$0	\$2,743,700	\$2,743,700	\$0	\$2,743,700	0.62%	0.00%	0.56%	50%	\$1,371,850	\$0	\$1,371,850	b	
Seabrook city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b	
Sealy city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Shenandoah city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Shoresacres city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b	
Simonton city	\$0	\$0	\$0	\$0	\$0	\$0	\$1,559,100	\$1,559,100	\$0	\$1,559,100	0.35%	0.00%	0.32%	50%	\$779,550	\$0	\$779,550		
South Frydek city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
South Houston city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b	
Southside Place city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b	
Splendoria city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Spring Valley Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b	
Stafford city (Fort Bend County)	\$0	\$0	\$0	\$0	\$0	\$0	\$1,228,100	\$1,228,100	\$0	\$1,228,100	0.28%	0.00%	0.25%	50%	\$614,050	\$0	\$614,050	c	
Stagecoach town	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Sugar Land city	\$0	\$0	\$0	\$0	\$0	\$0	\$4,063,600	\$4,063,600	\$0	\$4,063,600	0.91%	0.00%	0.83%	50%	\$2,031,800	\$0	\$2,031,800		
Surfside Beach city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Sweeny city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Taylor Lake Village city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b	
Texas City city	\$0	\$0	\$0	\$0	\$0	\$0	\$8,012,700	\$8,012,700	\$0	\$8,012,700	1.80%	0.00%	1.64%	50%	\$4,006,350	\$0	\$4,006,350		
Thompsons town	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Tiki Island village	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Tomball city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b	
Walker County (77320)	\$1,281,200	\$0	\$0	\$0	\$0	\$0	\$0	\$1,281,200	\$4,893,800	\$6,175,000	0.29%	11.30%	1.26%	50%	\$640,600	\$2,446,900	\$3,087,500		
Waller city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Waller County (77423, 77493)	\$0	\$0	\$1,554,100	\$0	\$1,630,000	\$0	\$0	\$1,717,100	\$7,057,300	\$8,774,400	0.39%	16.30%	1.80%	50%	\$858,550	\$3,528,650	\$4,387,200		
Wallis city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Webster city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b	
Weimar city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
West Columbia city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
West University Place city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	b	
Weston Lakes city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Wharton city	\$0	\$0	\$0	\$0	\$0	\$0	\$4,360,800	\$4,360,800	\$0	\$4,360,800	0.98%	0.00%	0.89%	50%	\$2,180,400	\$0	\$2,180,400		
Wharton county	\$0	\$0	\$0	\$0	\$0	\$0	\$11,758,500	\$11,758,500	\$0	\$11,758,500	2.64%	0.00%	2.41%	50%	\$5,879,250	\$0	\$5,879,250		
Willis city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Woodbranch city	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Woodloch town	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	0.00%	0.00%	0.00%	50%	\$0	\$0	\$0	a	
Total Allocation	\$2,213,800	\$5,255,200	\$2,864,100	\$680,700	\$932,500	\$1,018,300	\$432,501,400	\$445,466,000	\$43,296,000	\$488,762,000	100.00%	100.00%	100.00%	50%	\$222,733,000	\$21,648,000	\$244,381,000		
Footnote																			
a- This city did not meet the minimum allocation threshold, and thus had its allocation rolled up to its County.																			
b- Harris County and its cities are excluded from this MOD as Harris County received a direct allocation of \$7500K from Texas General Land Office.																			
c- This city's allocation excludes the Harris County portion of the city. Harris County cities receiving initial allocations from portions of their city in other counties may not use this allocations for Harris County projects. Funds allocated to these cities as part of re-allocation of declined funds can be used for Harris County projects.																			
d- This MOD reflects that H-GAC submitted and received a waiver of the minimum allocation threshold for jurisdictions whose allocations are within 10% of the \$11M threshold.																			
e- Zip codes/ Counties in the parenthesis reflect where the HUDMID allocation can be spent.																			

a- This city did not meet the minimum allocation threshold, and thus had its allocation rolled up to its County.

b- Harris County and its cities are excluded from this MOD as Harris County received a direct allocation of \$750M from Texas General Land Office.

c- This city's allocation excludes the Harris County portion of the city. Harris County cities receiving initial allocations from portions of their city in other counties may not use this allocations for Harris County projects. Funds allocated to these cities as part of re-allocation of declined funds can be used for Harris County projects.

d- This MOD reflects that H-GAC submitted and received a waiver of the minimum allocation threshold for jurisdictions whose allocations are within 10% of the \$1M threshold.

*- Zip codes/ Counties in the parenthesis reflect where the HUDMID allocation can be spent.

Texas CDBG-MIT
Regional Mitigation Program
COG Method of Distribution Guidance



Texas General Land Office
George P. Bush, Commissioner

Published: October 1, 2021

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1. Introduction

Through the Regional Mitigation Program, Council of Governments Methods of Distribution (COG MODs), established in the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan: Building Stronger for a Resilient Future, each Council of Governments (COG) region impacted by Hurricane Harvey in 2017 has been allocated funds for hazard mitigation projects.

The Texas General Land Office (GLO) encourages the prioritization of regional investments with regional impacts in risk reduction for hurricanes, tropical storms and depressions, flooding, wind, and other hazards to develop disaster-resistant infrastructure; upgrading of water, sewer, solid waste, communications, energy, transportation, health and medical, and other public infrastructure to address specific, identified risks; financing multi-use infrastructure; and green or natural mitigation infrastructure development.

While CDBG-MIT funds shall not be used for programs and projects to provide emergency response services, funds may be used for mitigation activities to enhance the resilience of facilities used to provide emergency response services, provided that such assistance is not used for buildings for the general conduct of government. Each COG will have an allotted time as designated in the COG's Performance Statement from the contract execution to develop a local Method of Distribution (MOD) for allocation of funds to units of local government (cities and counties) and Indian Tribes.

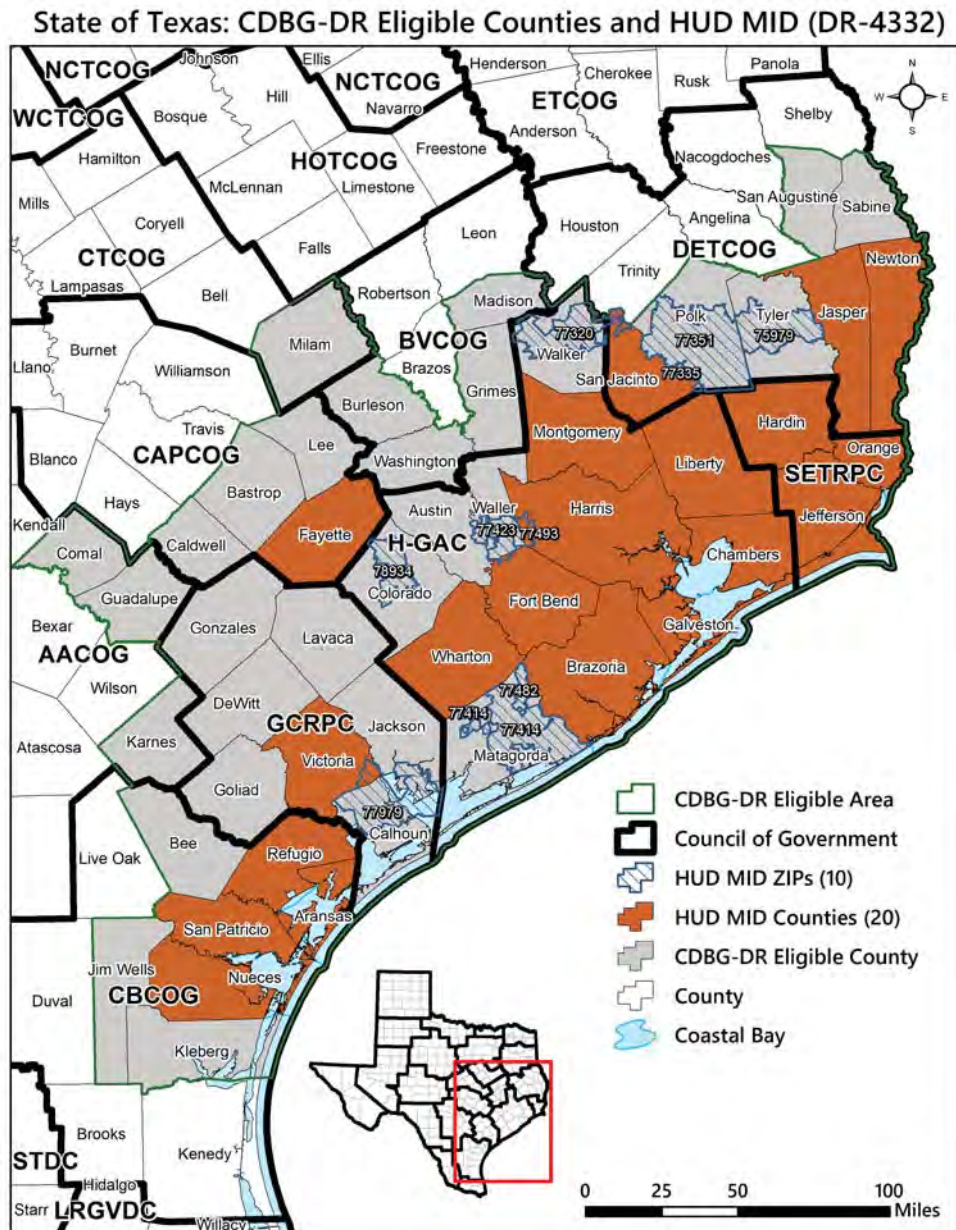
The COG MOD program allocation has a predetermined percentage of funds set to address hazard mitigation needs within the following HUD identified "most impacted and distressed" (MID) counties and ZIP codes:

Aransas, Brazoria, Chambers, Fayette, Fort Bend, Galveston, Hardin, Harris, Jasper, Jefferson, Liberty, Montgomery, Newton, Nueces, Orange, Refugio, San Jacinto, San Patricio, Victoria, Wharton Counties; 75979 (Tyler County), 77320 (Walker County), 77335 (Polk County), 77351 (Polk County), 77414 (Matagorda County), 77423 (Waller County), 77482 (Matagorda County), 77493 (Harris County), 77979 (Calhoun County), and 78934 (Colorado County).

The remaining funds are to be allocated to address hazard mitigation needs in those counties that received a Hurricane Harvey presidential major disaster declaration (DR-4332) that the state has deemed State MID.

Each COG with a county that was included in the presidential major disaster declaration for Hurricane Harvey (DR-4332) will develop and submit to the GLO a regional mitigation MOD. The COG may not transfer responsibility for developing the MOD to another unit of local government.

Figure 1: DR-4332 49 CDBG-DR Eligible Counties and HUD's Most Impacted and Distressed Counties and ZIP Codes



Each COG allocation amount for the Regional Mitigation Program was calculated using a weighted sum allocation model that accounted for total population data, the Composite Disaster Index (CDI), the Social Vulnerability Index (SoVI), and the Per Capita Market Value (PCMV) of property in each county. These factors were analyzed at the county level and developed into a formula that distributed funds to COGs to then redistribute to counties and units of local government.

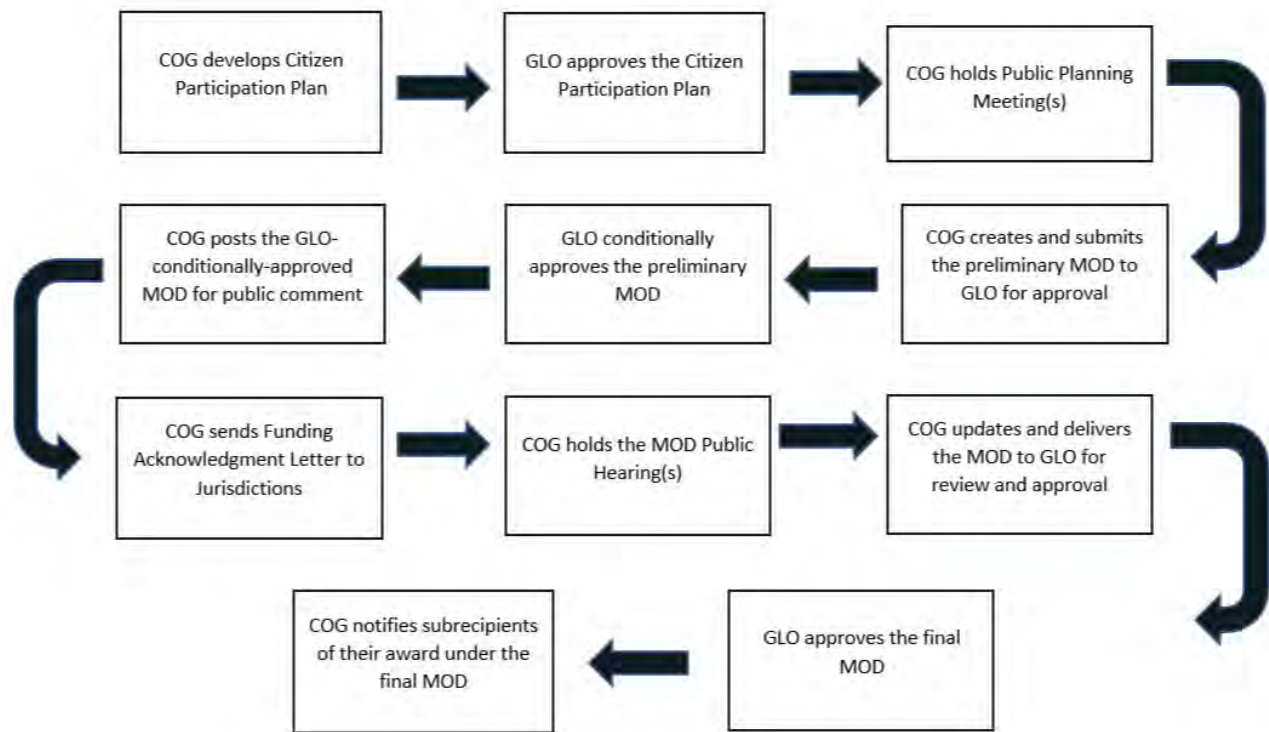
The table below identifies the amounts each COG is allocated in the Action Plan. The table outlines the budgets for HUD MID counties, the remaining State MID counties, and the amounts that must serve low- and moderate-income (LMI) populations.

Table 1: Regional Mitigation Program (Updated in APA1)

* Contingent upon approval of the *State of Texas CDBG-MIT Action Plan Amendment 1*

Region	HUD MID Areas	State MID Areas	Total Allocation	LMI Amount (50% of Total)
AACOG	\$-	\$29,888,000.00	\$29,888,000.00	\$14,944,000.00
BVCOG	\$-	\$25,041,000.00	\$25,041,000.00	\$12,520,500.00
CAPCOG	\$25,125,000.00	\$27,128,000.00	\$52,253,000.00	\$26,126,500.00
CBCOG	\$149,509,000.00	\$30,038,000.00	\$179,547,000.00	\$89,773,500.00
CTCOG	\$-	\$6,769,000.00	\$6,769,000.00	\$3,384,500.00
DETCOG	\$127,970,000.00	\$33,572,000.00	\$161,542,000.00	\$80,771,000.00
GCRPC	\$42,649,000.00	\$37,668,000.00	\$80,317,000.00	\$40,158,500.00
HGAC	\$445,466,000.00	\$43,296,000.00	\$488,762,000.00	\$244,381,000.00
SETRPC	\$142,878,000.00	\$-	\$142,878,000.00	\$71,439,000.00
Total	\$933,597,000.00	\$233,400,000.00	\$1,166,997,000.00	\$583,498,500.00

Figure 2: MOD Development Flowchart



1.1. MOD Steps

Following the orientation meetings and execution of the Regional Mitigation COG MOD Program Contract with GLO, the steps for the development of the MODs are:

1. The COG submits Citizen Participation Plan to GLO for review and approval.

Each COG will develop and follow a citizen participation process. Adherence to the approved citizen participation plan is required for final COG MOD approval.

2. The COG conducts at least one (1) “Public Planning Meeting” public hearing.

A published notice of any public hearings as outlined in Section 3.11 is required prior to holding the hearings. Notices shall be published in all major regional newspapers, posted on the COG’s website, and provided to all eligible cities, counties, and other stakeholders in the region. Hearings must fully comply with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

3. The COG submits a preliminary MOD to the GLO for review and approval.

Prior to making the preliminary MOD available for public comment, each COG will submit their preliminary MOD to the GLO for review and approval. During the drafting process COGs may request a waiver to lower the minimum amount allocated to any

local entity receiving funding. The waiver request must detail which jurisdictions are targeted for the lowered award amount and the rationale for lowering the award amount. That rationale must detail why a minimum award amount of \$1,000,000 is infeasible. Approval of the waiver request is at the discretion of the GLO.

COGs may also submit a waiver with justification to expand MOD eligibility to additional entities such as state agencies, special purpose districts, and port and river authorities. Additionally, COGs may submit a waiver to include 2015 and 2016 CDBG-MIT eligible areas. Approval of these waiver requests is at the discretion of the GLO.

4. The COG posts GLO-conditionally-approved preliminary MOD for public comment and conducts second public hearing; if necessary, the COG will update MOD based on public comments received.

The COG shall post the GLO-conditionally-approved MOD on the COG's website for public comment for no less than 15 calendar days. Each comment shall be responded to, and any changes made to the GLO-conditionally-approved MOD shall be noted in the response section for GLO review.

5. The COG sends out Funding Acknowledgment Letters to participating jurisdictions.

As part of the MOD development process, COGs must be in receipt of Funding Acknowledgment Letters from eligible jurisdictions indicating that those jurisdictions agree or decline to accept and utilize funds allocated through the GLO-conditionally-approved MOD. The COG is responsible for informing participating jurisdictions of their inclusion in the COG MOD allocation and for securing funding acknowledgment letters. The Funding Acknowledgment Letter shall include specific funding levels for participating jurisdictions, confirm participation in the Regional Mitigation Program and acceptance of any allocation resulting from the COG MOD, and be signed by the chief elected official of the jurisdiction or authorized designee. Funding Acknowledgment Letters are to be submitted with the MOD delivered to the GLO for final review.

6. The MOD delivered to the GLO undergoes final review and approval.

Upon completion, the GLO will review and provide final approval of MOD submission by each COG. All MODs will be wholly reviewed to ensure that each COG provides a detailed description of the methodology used to allocate and prioritize funds within their regions, as well as providing proper documentation of the MOD development process and adherence to the Citizen Participation Plan. If the MOD is not approved, the GLO will provide feedback and/or identify any issues with the MOD to the COG.

7. The COG will notify each jurisdictions of their award.

After receiving the final GLO-approved MOD, the COG will notify each jurisdiction of their award. Each jurisdiction must have a signed Funding Acknowledgment letter on file and will complete an application with the GLO.

2. Citizen Participation Plan

The COGs must submit the Citizen Participation Plan to the GLO prior to the development of their MOD. Please note that this Citizen Participation Plan should be considered a working document and may change/evolve over the period of MOD development. The Citizen Participation Plan must include the following:

2.1. Outreach

The Citizen Participation Plan must document and describe efforts to reach out to housing advocacy organizations, faith-based organizations, and other community groups. The COG must make efforts to bring non-elected members of the community into discussions regarding the MOD. For example, the COG could work with places of worship, schools, and other organizations. The COG may also utilize radio and television public service announcements.

The COG is encouraged to consult with local governments and departments including public housing authorities, floodplain administrators, public work departments, emergency managers, local hazard mitigation and city planners, and stormwater management branches. The COG is also encouraged to gather input from river authorities, conservation groups, historical preservation groups and other organizations that may have knowledge about needed mitigation efforts in the community.

The COG must contact and work with local organizations representing protected classes of individuals, as well as organizations interested in fair housing issues, to gain additional perspective on fair housing and civil rights issues in the COG. This exercise should also help the COG understand how the people they represent are affected by natural disasters. Approaches beyond simple written notification of public hearings are encouraged. For example, the COG could host a separate meeting with housing advocacy groups active in the region or visit local offices of civil rights groups. The COG could also pursue personal outreach by calling groups individually.

2.2. Accommodations

The COG must reach out to and accommodate for Limited English Proficient (LEP) Persons and the organizations that serve them. As appropriate, the COG should consult the *Final Guidance to*

Federal Financial Assistance Recipients Regarding Title VI, Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, published on January 22, 2007, in the Federal Register (72 FR 2732) and the GLO Language Access Plan. The GLO encourages the COG to pursue additional efforts to reach out to the public and accommodate LEP persons. The Citizen Participation Plan must include information regarding any additional meetings, hearings and workshops and other requests for public comment contributing toward the development of the MOD and include a list of those contacted and consulted in the development of the MOD.

2.3. Accessibility

The COG must identify how it will accommodate the needs of any person with a disability, including holding in-person meetings in accessible facilities and making reasonable accommodations for in-person and/or virtual meetings/public hearings.

2.4. Citizen Participation Plan Instructions

COGs will hold at least two public hearings and post the GLO-conditionally-approved MOD for comments for at least **15 days**. The meetings must be at a time and place convenient to the public and/or be held virtually.

At least one hearing will take place before the submittal of the preliminary MOD and will be a Public Planning Meeting. This meeting will include a discussion of the development of mitigation projects to lessen the impacts from future disasters; the amount of funding available to the COG; all eligible activities under the MOD; linking proposed activities to the mitigation needs of the region; proposed objective factors; and proposed funding options.

At least one hearing will be a MOD Public Hearing and will take place after the COG receives its GLO-conditionally-approved MOD and before it submits the MOD delivered to the GLO for final approval. This meeting will allow attendees to provide input on the MOD before its final submittal. During this time the COG will also post the MOD for public comment. The MOD will be made available on the COG website and must be made available for public inspection as a hard copy.

2.5. Public Planning Meeting Documentation

The following documentation from the Public Planning Meeting(s) will be submitted with the preliminary MOD:

- i. Sign-in sheets from the meeting(s)
- ii. Agenda from the meeting(s)
- iii. Minutes from the meeting(s)
- iv. Comments from the meeting(s)
- v. Responses to comments from the meeting(s)
- vi. One (1) copy of the direct notice and a complete list of recipients
- vii. One (1) copy of the internet notice

- viii. One (1) copy of the published notice
- ix. The publisher's affidavit or a copy of the newspaper page with the posting

2.6. MOD Public Hearing Documentation

The following documentation from the MOD Public Hearing(s) will be submitted with the MOD delivered to the GLO for final approval:

- i. Sign-in sheets from the meeting(s)
- ii. Agenda from the meeting(s)
- iii. Minutes from the meeting(s)
- iv. Comments from the meeting(s)
- v. Responses to comments from the meeting(s)
- vi. One (1) copy of the direct notice and a complete list of recipients
- vii. One (1) copy of the internet notice
- viii. One (1) copy of the published notice
- ix. The publisher's affidavit or a copy of the newspaper page with the posting

2.7. Public Comment Period Documentation

The following documentation from the MOD Public Meeting(s) will be submitted with the MOD delivered to the GLO for final approval. Notification of the public comment period may be included in the MOD Public Hearing notices:

- i. All public comments received
- ii. COG responses to each comment

3. MOD Summary Form and Supporting Documentation

As part of the MOD development, the COG is required to complete the COG MOD Summary Form, allocation summary and calculation worksheets, and provide supporting documentation.

3.1. HUD MID and State MID Allocations

(Table 1)

The GLO has already set the HUD MID and State MID allocations for each COG. Additional areas within counties not explicitly cited as eligible may also become locations of CDBG-MIT funded activities if it can be demonstrated how the expenditure of CDBG-MIT funds in that area will measurably mitigate risks identified within an eligible area (e.g., upstream water retention projects to reduce downstream flooding in an eligible area). To deviate from these set allocations, please contact the GLO for guidance.

3.2. Funding Limits

(Table 2)

Entities eligible for CDBG-MIT funding include units of local government (cities and counties) and Indian Tribes. During the drafting process COGs may request a waiver to lower the minimum

amount allocated to any local entity receiving funding. The waiver request must detail which jurisdictions are targeted for the lowered award amount and the rationale for lowering the award amount. That rationale must detail why a minimum award amount of \$1,000,000 is infeasible. Approval of the waiver request is at the discretion of the GLO. COGs will set their own maximum funding amount for entities.

3.3. Regional Risk Mitigation

(Table 3)

The COG must describe how it will encourage the prioritization of regional investments with regional impacts in risk reduction for hurricanes, tropical storms and depressions, and flooding to develop disaster-resistant infrastructure. The COG should consider future conditions when developing these priorities, and protection of FEMA Community Lifelines through these projects is recommended. Regional investments are encouraged to address protections of critical actions, defined by HUD as those activities where even a slight risk of flooding would be too great, because of the potential loss of life or injury to persons, or damage to property.

3.4. Distribution Factors

(Tables 4 & 5)

For the Regional Mitigation Program, the distribution factors developed by the COG must meet the following requirements:

- i. The COG must use a direct allocation technique based on objective, replicable, and verifiable data that accounts for vulnerable populations and potential impacts from future disasters to distribute funds. GLO will provide data that may be used. Examples of objective, verifiable data include:
 - a. Population;
 - b. LMI percentage for each entity based on HUD low- and moderate-income summary data (LMISD);
 - c. Social Vulnerability Index (SoVI) Data for the Harvey impacted counties;
 - d. National Flood Insurance Program (NFIP) repetitive loss data;
 - e. FEMA Public and/or Individual Assistance data; and
 - f. Comptroller information showing economic and financial impacts on units of general local governments (UGLGs).
- ii. The COG must identify the process and factors used to determine which jurisdiction will receive funds under the MOD. Any threshold factors used must be identified. For example, the COG may select the jurisdictions with the ten highest FEMA public assistance totals for inclusion with the MOD, or the jurisdictions with the 15 highest LMI percentages.
- iii. These distribution factors will be used in the calculation worksheet to determine the allocations made to each eligible entity.
- iv. Entities that have been allocated funds as a part of the GLO-conditionally-approved MOD will be sent Funding Acknowledgment Letters. All entities must return the Funding

Acknowledgment Letter signed by their chief elected official or authorized designee acknowledging their acceptance or declination of their allocation prior to the submittal of the MOD delivered to the GLO for final approval. The GLO recommends each entity officially involves their city council or county commissioners court or other governing body in the decision to accept or deny funds.

- v. COGs who have been allocated HUD MID and State MID funds will do separate calculations for each. All calculations must be shown in full in the submitted calculation worksheet(s).
- vi. Allocations to any entity selected by the COG must:
 - a. Meet or exceed a floor of \$1,000,000. A COG may request a waiver to lower the minimum amount. Approval of that waiver remains at the discretion of the GLO;
 - b. Match the total allocation amounts allocated to the COG listed in Table 1;
 - c. Meet all requirements set by the GLO; and
 - d. Must be rounded to the nearest hundred (\$100).

3.5. Eligible Activities

(Table 6)

The COG may choose to limit the types of projects allowed or prioritized. The COG should select whether it wishes to limit grantees to specific project priorities or maintain all eligible activities.

- i. Flood control and drainage improvements, including the construction or rehabilitation of stormwater management systems;
- ii. Infrastructure improvements (such as water and sewer facilities, streets, provision of generators, removal of debris, bridges, etc.);
- iii. Natural or green infrastructure;
- iv. Communications infrastructure;
- v. Public facilities;
- vi. Buyouts or Acquisition with or without relocation assistance, down payment assistance, housing incentives, and demolition;
- vii. Activities designed to relocate families outside of floodplains;
- viii. Public service within the 15 percent cap (e.g., housing counseling, legal counseling, job training, mental health, and general health services);
- ix. FEMA Hazard Mitigation Grant Program (HMGP) cost share for CDBG-MIT eligible project;
- x. Economic development (assistance to businesses for the installation of disaster mitigation improvements and technologies; financing to support the development of technologies, systems and other measures to mitigate future disaster impacts; “hardening” of

commercial areas and facilities; and financing critical infrastructure sectors to allow continued commercial operations during and after disasters); and

- xi. Nonresidential structures must be elevated to the standards described in this paragraph or floodproofed, in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(3)(ii) or successor standard, up to at least two feet above the 100-year (or 1 percent annual chance) floodplain. All Critical Actions, as defined at 24 CFR 55.2(b)(3), within the 500-year (or 0.2 percent annual chance) floodplain must be elevated or floodproofed (in accordance with the FEMA standards) to the higher of the 500-year floodplain elevation or 3 feet above the 100-year floodplain elevation. If the 500-year floodplain or elevation is unavailable, and the Critical Action is in the 100-year floodplain, then the structure must be elevated or floodproofed at least 3 feet above the 100-year floodplain elevation. Critical Actions are defined as an “activity for which even a slight chance of flooding would be too great, because such flooding might result in loss of life, injury to persons or damage to property.” For example, Critical Actions include hospitals, nursing homes, police stations, fire station and principal utility lines.

3.6. Ineligible Activities

- i. Emergency response services. Emergency response services shall mean those services that are carried out in the immediate response to a disaster or other emergency in order to limit the loss of life and damage to assets by state and local governmental and nongovernmental emergency public safety, fire, law enforcement, emergency response, emergency medical (including hospital emergency facilities) and related personnel, agencies, and authorities;
- ii. CDBG-MIT funds may not be used to enlarge a dam or levee beyond the original footprint of the structure that existed prior to the disaster event. CDBG-MIT funds for levees and dams are required to:
 - a. Register and maintain entries regarding such structures with the USACE National Levee Database or National Inventory of Dams;
 - b. Ensure that the structure is admitted in the USACE PL 84–99 Rehabilitation Program (Rehabilitation Assistance for Non-Federal Flood Control Projects);
 - c. Ensure the structure is accredited under the FEMA NFIP; and
 - d. Maintain file documentation demonstrating a risk assessment prior to funding the flood control structure and documentation that the investment includes risk reduction measures.
- iii. Funds may not be used to assist a privately owned utility for any purpose. A private utility, also referred to as an investor-owned utility, is owned by private investors and is for-profit as opposed to being owned by a public trust or agency (e.g., a coop or municipally owned utility);
- iv. Buildings and facilities used for the general conduct of government (e.g., city halls, courthouses, and emergency operation centers);

- v. By law, (codified in the HCD Act as a note to 105(a)), the amount of CDBG-MIT funds that may be contributed to a USACE project is \$250,000 or less;
- vi. Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a) prohibits flood disaster assistance in certain circumstances. In general, it provides that no federal disaster relief assistance made available in a flood disaster area may be used to make a payment (including any loan assistance payment) to a person for “repair, replacement, or restoration” for damage to any personal, residential, or commercial property if that person at any time has received federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable federal law on such property. No disaster assistance may be provided for the repair, replacement, or restoration of a property to a person who has failed to meet this requirement;
- vii. If the property is purchased through the use of eminent domain, the ultimate use of that property may not benefit a particular private party and must be for a public use; eminent domain can be used for public use, but public use shall not be construed to include economic development that primarily benefits private entities; and
- viii. Incentive payments to households that move to disaster-impacted floodplains.

3.7. Covered Projects

(Tables 7 & 8)

A Covered Project is defined as an infrastructure project having a total project cost of \$100 million or more, with at least \$50 million of CDBG funds, regardless of source (CDBG-DR, CDBG-MIT, or CDBG). A covered project triggers the need for an action plan substantial amendment and must include a description of the project and the information required for other CDBG-MIT activities (how it meets the definition of a mitigation activity, consistency with the Mitigation Needs Assessment provided in the grantee’s action plan, eligibility under section 105(a) of the HCDA or a waiver or alternative requirement, and national objective, including additional criteria for mitigation activities).

3.8. Low- and Moderate-Income (LMI) Requirements

(Table 9)

Develop a strategic plan to meet the 50 percent low- and moderate-income (LMI) benefit requirement. Please contact the GLO with additional questions.

3.9. Public Hearing Information

(Tables 10, 11, 12 & 13)

COGs will hold at least one (1) public planning meeting prior to the creation of the preliminary MOD, as described in section 2 above. Direct and internet notices will be sent out or posted at least **5 days** prior to the meeting, and published notices will be posted at least **3 days** prior to the meeting.

COGs will also hold at least one (1) MOD Public Hearing for the GLO-conditionally-approved preliminary MOD and before the submittal of the MOD delivered to the GLO for final review, as described in section 2 above. Public Hearing notices will be sent out or posted at least **5 days** prior to the hearing, and published notices will be posted at least **3 days** prior to the hearing.

3.10. Public Comment Period

(Table 14)

COGs will post the GLO-conditionally-approved preliminary MOD for public comment for a minimum of **15 days** as described in section 2 above. Notification of the public comment period may be included in the notices for the MOD Public Hearing.

3.11. Citizen Participation

(Tables 15 & 16)

The COG will encourage Citizen Participation throughout the MOD creation process. To facilitate citizen input, the COG will provide interpretive services for persons with Limited English Proficiency and accommodate persons with access and functional needs, in compliance with the Americans with Disabilities Act (ADA).

3.12. Affirmatively Furthering Fair Housing (AFFH) Statement

All subrecipients will certify that they will affirmatively further fair housing (“AFFH”) in their grant agreements and will receive GLO training and technical assistance in meeting their AFFH obligations. Additionally, all project applications will undergo AFFH review by GLO before approval. Such review will include assessment of a proposed project’s area demography, socioeconomic characteristics, housing configuration and needs, educational, transportation, and health care opportunities, environmental hazards or concerns, and all other factors material to the AFFH determination. Applications should show that projects are likely to lessen area racial, ethnic, and low-income concentrations, and/or promote affordable housing in low-poverty, nonminority areas in response to natural hazard related impacts.

3.13. COG Principal Contact Information

(Table 17)

The COG must identify a principal contact and include their contact information.

3.14. Approval and Signatory Authority

The completed MOD Summary Form in the MOD delivered to the GLO for final approval must be signed by an authorized signatory. The COG must also submit a signed resolution adopted by the COG Board authorizing submittal of the MOD delivered to the GLO for final approval. If the COG resolution will be submitted after the MOD deadline, the State will accept the MOD delivered to the GLO for final approval for review, and a conditional approval may be given pending submittal of the resolution.

4. Appendices

4.1. Appendix A: CDBG-MIT Counties by COG for Hurricane Harvey Impacted Area

CDBG-MIT Eligible Counties	COG	CDBG-MIT Eligible Counties	COG
Comal	AACOG	Tyler	DETCOG
Guadalupe	AACOG	Calhoun	GCRPC
Karnes	AACOG	DeWitt	GCRPC
Burleson	BVCOG	Goliad	GCRPC
Grimes	BVCOG	Gonzales	GCRPC
Madison	BVCOG	Jackson	GCRPC
Washington	BVCOG	Lavaca	GCRPC
Bastrop	CAPCOG	Victoria	GCRPC
Caldwell	CAPCOG	Austin	H-GAC
Fayette	CAPCOG	Brazoria	H-GAC
Lee	CAPCOG	Chambers	H-GAC
Aransas	CBCOG	Colorado	H-GAC
Bee	CBCOG	Fort Bend	H-GAC
Jim Wells	CBCOG	Galveston	H-GAC
Kleberg	CBCOG	Harris	H-GAC
Nueces	CBCOG	Liberty	H-GAC
Refugio	CBCOG	Matagorda	H-GAC
San Patricio	CBCOG	Montgomery	H-GAC
Milam	CTCOG	Walker	H-GAC
Jasper	DETCOG	Waller	H-GAC
Newton	DETCOG	Wharton	H-GAC
Polk	DETCOG	Hardin	SETRPC
Sabine	DETCOG	Jefferson	SETRPC
San Augustine	DETCOG	Orange	SETRPC
San Jacinto	DETCOG		

4.2. Appendix B: Checklists for Submission

Citizen Participation Plan

- ☐ Completed citizen participation plan

Preliminary MOD

- ☐ MOD Summary Form
- ☐ Allocation Summary and Calculation worksheet in Excel with intact formulas
- ☐ Public Planning Meeting documentation, including:
 - ☐ Sign-in sheets from the meeting(s)
 - ☐ Agenda from the meeting(s)
 - ☐ Minutes from the meeting(s)
 - ☐ Comments from the meeting(s)
 - ☐ Responses to comments from the meeting(s)
 - ☐ One (1) copy of the direct notice and a complete list of recipients
 - ☐ One (1) copy of the internet notice
 - ☐ One (1) copy of the published notice
 - ☐ The publisher's affidavit or a copy of the newspaper page with the posting
- ☐ Optional waiver(s)

Final COG MOD delivered to the GLO for final review

- ☐ MOD Summary Form
- ☐ Allocation Summary Worksheet
- ☐ Calculation worksheet in Excel with intact formulas
- ☐ Evidence of adoption by the COG's executive committee or board
- ☐ Funding Acknowledgment summary documentation
- ☐ Signed Funding Acknowledgment Letters from each eligible jurisdiction
- ☐ Updated optional waiver(s)
- ☐ MOD Public Hearing Documentation, including:
 - ☐ Sign-in sheets from the meeting(s)
 - ☐ Agenda from the meeting(s)
 - ☐ Minutes from the meeting(s)
 - ☐ Comments from the meeting(s)
 - ☐ Responses to comments from the meeting(s)
 - ☐ One (1) copy of the direct notice and a complete list of recipients
 - ☐ One (1) copy of the internet notice
 - ☐ One (1) copy of the published notice
 - ☐ The publisher's affidavit or a copy of the newspaper page with the posting
- ☐ Notation of all updates made to the MOD in response to public comment (if applicable)

- ☐ Public Comment Period Appendix, including:
 - ☐ All public comments received during initial Public Planning Meeting(s), during the MOD Public Hearing Meeting(s), and during the Public Comment phase
 - ☐ Responses to each comment by phase

4.3. Appendix C: Documents for MOD Public Comment Posting

Document	Post online for viewing	Deliver to the GLO
MOD Summary Form	✓	✓
Allocation Summary Worksheet	✓	✓
Calculation Worksheet	✓	✓
Waivers for lowered minimum required funding level	✓	✓
Funding Acknowledgment Letter		✓
Public Planning Meeting documentation		✓
Sign-in sheets from the meeting		✓
Agenda from the meeting		✓
Minutes from the meeting		✓
Comments from the meeting(s)	✓	✓
COG responses to each comment received	✓	✓
Notation of updates made to the MOD in response to public comments	✓	✓
Funding Acknowledgment Summary		✓
One (1) copy of the meeting notice		✓
A complete list of meeting notice recipients		✓
One (1) copy of the internet notice		✓
A complete list of internet posting locations		✓
One (1) copy of the published notice		✓
A complete list of newspapers that published the notice		✓
The newspaper publisher's affidavit or copy of the newspaper page with the notice		✓

4.4. Appendix D: Acronyms and Definitions

AACOG – Alamo Area Council of Governments

AFFH – Affirmatively Furthering Fair Housing

AMI/AMFI – Area Median Family Income

BVCOG – Brazos Valley Council of Governments

CAPCOG – Capital Area Council of Governments

CBCOG – Coastal Bend Council of Governments

CDBG – Community Development Block Grants

CDBG-DR – Community Development Block Grants Disaster Recovery

CDBG-MIT – Community Development Block Grants Mitigation

CDI – Composite Disaster Index

CFR – Code of Federal Regulations

COG – Council of Governments

CPP – Citizen Participation Plan

DETCOG – Deep East Texas Council of Governments

DR – Disaster Recovery

FEMA – Federal Emergency Management Agency

FR – Federal Register

GCRPC – Golden Crescent Regional Planning Commission

GLO-CDR – Texas General Land Office-Community Development and Revitalization

HCDA – Housing and Community Development Act

H-GAC – Houston Galveston Area Council

HMGP – Hazard Mitigation Grant Program

HUD – United States Department of Housing and Urban Development

LEP – Limited English Proficiency

LMI – Low- and Moderate-Income

LMISD – Low- and Moderate-Income Summary Data

MHMR – Mental Health and Mental Retardation

MID – Most Impacted and Distressed

MIT – Mitigation

MOD – Method of Distribution

NFIP – National Flood Insurance Program

PCMV – Per Capita Market Value

SETRPC – South East Texas Regional Planning Commission

SoVI – Social Vulnerability Index

UGLG – Units of General Local Government

USACE – United States Army Corp of Engineers

U.S.C. – United State Code ***GLO-Conditionally-Approved MOD*** – A preliminary MOD submitted by the COG to the Texas Land Office that has been approved to be posted for public comment.

HUD's Mitigation Definition – Those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to and loss of property, and suffering and hardship, by lessening the impact of future disasters.

MOD Public Hearing – A meeting held after the Texas General Land Office conditionally approves the preliminary MOD to allow attendees to provide input on the MOD before its submittal to the Texas General Land Office for final approval.

Preliminary MOD – An explanation of funding distribution through the Regional Mitigation Program which is developed based on public input and objective factors that has not been conditionally approved by the GLO.

Public Planning Meeting – A meeting with citizens, advocates, and local governments to discuss the development of mitigation projects to lessen the impacts from future disasters; the amount of funding available to the COG; all eligible activities under the MOD; linking proposed activities to the mitigation needs of the region; proposed objective factors; and proposed funding options.



ADVISORY COMMITTEE NOMINATION FORM

Please return to Houston-Galveston Area Council by **May 31st**- Mail, Fax or email, attention Rick Guerrero, 3555 Timmons Ln, Ste 120, Houston, TX 77027 • 713-993-4598 • Fax 713-993-4573 • Laura.Parker@h-gac.com. To obtain more information about advisory committees, please visit www.h-gac.com/about/advisory-committees.

Aging and Disability Advisory Committee

Advise H-GAC Board on needs, services, and programs for older citizens in 12 H-GAC counties (all but Harris).

Please nominate a representative(s) to fill the **term** listed below for the **June 2022 – December 2024 term**. (Note: Extended length of term indicates alignment with committee bylaws.)

Current Representative(s)

James Ray Necker

Representing

Walker County

Nominated By

Commissioner
Henry

Re-nominate

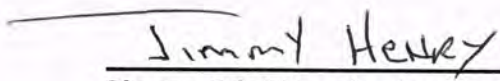
☒ Yes ☐ No

Please list the new nominee(s) in the space provided:

Name:		Organization:	
Address:		Title:	
City:		Phone:	
State:		Zip:	
Representing:		Email:	


Nominator's Signature

6/21/2022
Date


Please Print Nominator Name

FS Agreement No. 22-RO-11081300-110

Cooperator Agreement No. _____

COOPERATIVE FOREST ROAD AGREEMENT
Between The
WALKER, COUNTY OF
And The
USDA, FOREST SERVICE
SAM HOUSTON NATIONAL FOREST

PARTIES TO AGREEMENT: This agreement, made and entered into this the 28 day of February, 2022, by and between the Walker, County Of, hereinafter referred to as "Cooperator," and the USDA, Forest Service Sam Houston National Forest, hereinafter referred to as the "U.S. Forest Service."

PURPOSE OF AGREEMENT: The purpose of this agreement is to set forth the general terms and conditions, acceptable to the parties hereto, for the cooperative planning, survey, design, construction, reconstruction, improvement, and maintenance of certain Forest Roads in Walker, County Of, State of Texas, pursuant to the provisions of 16 U.S.C. 532-538, 23 U.S.C. 205, and the regulations issued by the Secretary of Agriculture.

The Congress has, from time to time, authorized and appropriated funds for "Forest Roads," which are defined as "those Forest roads of primary importance for the protection, administration, and utilization of the National Forests, or where necessary, for the use and development of the resources upon which communities within or adjacent to the National Forests are dependent." Recognizing that substantial benefits will accrue to the Nation and to the State from the construction, reconstruction, improvement, maintenance, and use of certain Forest roads and roads on the State or local road system over which Cooperator has/have jurisdiction, and further that such roads carry substantial volumes of public service traffic as well as National Forest traffic, and further that Cooperator has/have road construction, reconstruction, improvement, maintenance, and right-of-way acquisition facilities available to assist in the accomplishment of the work, it is accordingly deemed fitting and desirable to the parties hereto to express by this agreement the general terms of their mutual cooperation in that regard to achieve the maximum benefits therefrom in the public interest.

1. **INTENT TO COOPERATE.** It is the intention of the parties under this agreement to cooperate as follows:
 - a. Agree that certain roads under the jurisdiction of Cooperator or the U.S. Forest Service which serve the National Forest and also carry traffic which is properly the responsibility of Cooperator should be maintained and, if necessary, improved to a



- standard adequate to accommodate safely and economically all traffic which uses such roads.
- b. Agree on the identification of roads or road segments which meet the criteria in item a by a listing and appropriate maps.
 - c. Provide for formal meetings and informal consultation on a regular basis to discuss and agree on action with respect to the roads identified pursuant to item b.
 - d. Provide for regular and adequate maintenance of the roads identified in item b, including the assignment of maintenance responsibilities.
 - e. Provide for entering into project agreements when improvements of a road under the jurisdiction of one party is to be financed in whole or in part from funds or resources provided by the other party.
 - f. Provide for appropriate jurisdictional status of roads through transfer of easements and acquisition of easements by the appropriate party.
2. IDENTIFICATION OF ROADS. A list of roads and segments of roads which meet the criteria set forth in item 1a is agreed upon and is marked "Schedule A" and attached as part of this agreement. Schedule A may be modified from time to time by agreement between Cooperator and U.S. Forest Service, by adding or removing roads or road segments, or by altering the description of a road or road segments, to give it proper identity. Each such modification shall be indicated by a revised Schedule A bearing the signatures of the parties or their authorized representatives and the effective date of the revision.
3. MAINTENANCE PLANS. At the annual meeting provided for in item 6, plans for maintaining the roads listed in Schedule A shall be agreed upon. Such plans shall include assignment of responsibility for maintenance or particular elements of maintenance to Cooperator or U.S. Forest Service for each road or segment of road listed in Schedule A. To the extent practical, and subject to availability of funds, responsibility for maintenance shall be assigned in proportion to use for which each party is properly responsible.
- Maintenance shall include preserving and keeping the roads, including structures and related facilities as nearly as possible in their original condition as constructed or reconstructed to provide satisfactory and safe road service.
- Maintenance plans shall provide for prompt changes in maintenance assignments during the period of the plan upon agreement by the parties or their designated representatives.
4. PROJECT AGREEMENTS. When improvement of a road listed in Schedule A is to be financed in whole or in part from funds or resources provided by the party not having jurisdiction, the parties shall enter into a project agreement providing for performing the improvement work and its financing. A project agreement is not required for



improvement of a road or a road segment over which the party performing and financing such improvement has jurisdiction. Project agreements shall be supplements to this general agreement and subject to the agreements, provisions, and conditions herein contained.

- a. A project agreement shall be entered into prior to beginning of improvement or construction work for which a project agreement is required.
- b. The project agreement shall include the following elements:
 1. Identification of road or road segment to be improved or constructed.
 2. Plans and specifications for the project or provision for their development and subsequent agreement thereon.
 3. Schedule of construction or improvement work and designation of the party or parties to perform the work.
 4. Estimates of cost of improvement or construction.
 5. Agreement as to how cost of work is to be borne including arrangements to share in the work or to deposit funds with the performing party for a share of the costs.
- c. If funds are provided by Cooperator on an advance basis for work to be performed by the U.S. Forest Service, they shall be deposited in the Treasury of the United States to the credit of cooperative work, U.S. Forest Service. Any unused balance of cooperative funds for the purposes outlined in the project agreement shall be returned to Cooperator after completion of the work performed or upon agreement of the U.S. Forest Service. If the cooperative funds are made available on a reimbursement basis as the work progresses or upon its completion, the U.S. Forest Service shall submit to Cooperator periodic billings, but not more often than monthly, or a final billing as the case may be.

The amount of cooperative funds as set forth in the project agreement shall be the maximum commitment of Cooperator to the project unless changed by a modification of the project agreement.

If funds are provided by the U.S. Forest Service for work to be performed by Cooperator the arrangements shall be set forth in the project agreement. Payments to Cooperator shall be made as provided for in the project agreement.

If it appears that the project cost may exceed the estimate and additional funds may be needed, no obligation shall arise against the Federal government with respect to the increased cost except by modification of the project agreement prior to incurring any commitment.



5. RIGHTS-OF-WAY. Easements or other interests in land acquired by either party shall be adequate to serve the road needs of both parties. The party having jurisdiction of an existing road or intended to have jurisdiction of a road to be constructed shall obtain the needed rights-of-way in its name. There shall be no provisions in any easement document that will prevent the U.S. Forest Service from using or authorizing the use of roads for which Federal funds were expended. Cooperator must be in a position to assure the U.S. Forest Service the continuance of such uses for the period needed. The party acquiring the easement or other interest in land shall obtain such title evidence and title approval as required in its acquisitions for roads of comparable standards.

The costs of such easements or other interests in land are to be at the expense of the acquiring party.

The U.S. Forest Service shall cooperate in the procurement of rights-of-way over land administered by other agencies of the United States required for any project included under this agreement and shall furnish Cooperator copies of survey notes, maps, and other records.

To the extent possible under available authority, each party agrees to convey easements over lands or interests in lands it owns or administers to the other party in order to provide jurisdiction by the appropriate party as may be agreed to for any road or road segment listed on Schedule A.

6. ANNUAL MEETING AND CONTINUING CONSULTATION. Cooperator and U.S. Forest Service shall meet at least once each year to review matters covered by this agreement and to agree on actions to implement this agreement including, but not limited to, (1) approval of changes in the listing of roads on Schedule A; (2) approval of the annual maintenance plan; (3) approval of project agreements for construction or reconstruction; and (4) approval of transfer of jurisdiction of particular roads by easement conveyance. It is also the intent of the parties to arrange for continuing consultation between their representatives with the objective of reaching prompt agreement by the parties on all matters of mutual concern which are covered by this agreement. The Forest Supervisor of the Sam Houston National Forest for the U.S. Forest Service, and Cooperator for Cooperator shall be responsible for making the arrangements for formal meetings and continuing consultation.
7. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All Cooperatives, their Employees, Volunteers, and Contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the



Government.

8. MODIFICATION AND TERMINATION.

- a. This agreement may be modified by mutual consent.
- b. This agreement may be terminated by either party upon at least 60 days prior written notice, except that such termination shall in no way affect or change any commitment made authorizing the use of roads or rights-of-way for purposes for which Federal funds were expended, or any operation in progress at time of notice, and provided that such termination shall in no way affect the agreement of the parties hereto with respect to any obligations incurred under the agreement until a full settlement has been made.

9. MISCELLANEOUS.

- a. The United States shall not be liable to the recipient for any costs, damages, claims, liabilities, and judgments that arise in connection with the performance of work under this award, including damage to any property owned by the recipient or any third party.
- b. Nothing herein contained shall be construed to obligate the U.S. Forest Service or Cooperator beyond the extent of available funds allocated or programmed for this work, or contrary to applicable laws, rules, and regulations.
- c. No Member of, or Delegate to, the Congress, or Resident Commissioner, shall be admitted to any share or part of this agreement or to any benefits that may arise therefrom, unless it is made with a corporation for its general benefit.
- d. Where applicable, any contract, agreement, or understanding entered into pursuant to this agreement providing for work to be performed shall include the requirements of Federal laws, Executive orders, and Regulations.

10. PRINCIPAL CONTACTS. Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

Principal Cooperator Contacts:

Cooperator Program Contact
Honorable Danny Pierce 1100 University Ave Rm 204 Huntsville, TX 77340 936-436-4914 dpierce@co.walker.tx.us

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
William Peavy 394 FM 1375 West New Waverly, TX 77358 936-639-8535, william.peavy@usda.gov	Ruben Torres 394 FM 1375 West New Waverly, TX 77358 p: 936-337-7089 f: 936-639-8588 ruben.s.torres@usda.gov

11. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 as continually by Consolidated and Further Continuing Appropriations Act, 2013, P.L. No. 113-6, Division F, Title I, Section 1101 (a)(3) regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement Cooperator acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a suspending and debarring official of the United States Department of Agriculture has considered suspension or debarment is not necessary to protect the interests of the Government. If Cooperator fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds Cooperator has expended in violation of sections 433 and 434.
12. **SYSTEM FOR AWARD MANAGEMENT REGISTRATION REQUIREMENT (SAM).** Cooperator shall maintain current information in the System for Award Management (SAM) until receipt of final payment. This requires review and update to the information at least annually after the initial registration, and more frequently if required by changes in information or agreement term(s). For purposes of this agreement, System for Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a Cooperative. Additional information about registration procedures may be found at the SAM Internet site at www.sam.gov.



13. COMMENCEMENT/EXPIRATION DATE. This agreement is executed as of the date of last signature and is effective through 02/27/2027 at which time it will expire. The expiration date is the final date for completion of all work activities under this agreement.

14. AUTHORIZED REPRESENTATIVES. By signature below, the parties certify that the individuals listed in this document as representatives of each party are authorized to act in their respective areas for matters related to this agreement.

This agreement shall be effective as of the date herein written and shall supersede all prior existing agreements, if any, for the same roads.

DANNY PIERCE, Judge
Walker, County Of

Date

KIMPTON M. COOPER, Forest Supervisor
U.S. Forest Service, Sam Houston National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

STEVEN HARRIS JR.
U.S. Forest Service Grants Management Specialist

Date

Burden Statement



According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 4 hours 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.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



Walker County CoOp 2021
Agreement#



Legend

- WalkerCoOp2021
- FS/Public Roads
- Forest Boundary



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

2021 Walker County CoOp Road - Schedule A Proposal

Map #	Road Name/FS Road #	Length (Miles)	Termini Description	2015 CoOp Change	Reason	County or FS Road	Historical Information
1	Dawson Lane/Winery Rd	0.18	From FM 1791 MP 4.5 to Forest Service boundary	Retain	Through access of Forest Service land to private residences	County	Privately constructed as Hamon Rd. Permit issued in 1967
2	FSR 208 (County Line Rd)	1.52	From FM 1791 MP 3.71 to Derek Rd (FSR 208b)	Retain	Through access of Forest Service land to private residences	FS	Formerly County Line Rd when constructed by the CCC, was county maintenance jurisdiction until 1994 when USFS assumed responsibility
3	Derek Rd (FSR 208b)	1.04	From County Line Rd MP 1.52 to Forest Service boundary	Retain	Through access of Forest Service land to private residences	FS	Constructed by the USFS, was initially given FSR designation of 208 B, given a Road name of Derek Rd in 1981 when county assumed maintenance responsibility
4	Ball Rd - Cotton Creek Cemetery Rd	1.56	From FM 1374 MP 12.7 to Hightower Cemetery	Modified	Through access to Forest Service land, Lone Star trail and private land	County	Constructed by County. Added to CoOp in 1977
5	Bath Ln	1.63	From Ball Rd MP 0.63 to Forest Service boundary	Retain	Through access to Forest Service land, Lone Star trail and private land	County	
6	Ida Olivia Rd	0.21	From US 190 to Forest Service boundary	Retain	Through access of private land to Forest Service land	County	
7	Thompson Rd	1.23	From Joe Novak Rd to Private land	Retain	Through access to private land and Forest Service land	County	Formerly FSR 241 when constructed by USFS, renamed Killam Rd and O'Bannon Rd from Special Use Permit issued in 1985. Renamed Thompson Rd sometime after 1994 when the two roads combined, with Forest Service assuming maintenance responsibility starting at milepoint 1.41
8	Joe Novak Rd	0.75	From US 190 to Forest Service boundary	Retain	Through access of Forest Service land to private residences	County	Formerly Novak Rd when constructed by the county, renamed Joe Novak between 1994 and 1999. From the USFS historical agreements with the county, the road was never FSR 257
9	Grant Cemetery Rd	1.70	From US 190 to Grant Colony Cemetery	Modified	Through access of Forest Service land to cemetery and private residence	County	
11	King Rd (FSR 2005)	0.53	From FM 2821 (Fish Hatchery Rd) to private land	Modified	Through access of private land and Forest Service land to private land and FSR 2005 spur road	FS	Given designation as logging road FSR 2005 when constructed by USFS, named King Rd with upgrade to maintenance level 3 in 1995.
12	Stubblefield Lake Rd (FSR 215)	2.24	From FM 1374 to Stubblefield Lake Bridge	Modified	Through access of Forest Service land to private residences	County	Formerly FSR 215 when constructed by USFS, given the road name Stubblefield Lake Rd prior to the county assuming maintenance responsibility in 1977. County maintenance responsibility from FM 1374 to Stubblefield Lake bridge
13	Pipken Rd	0.29	From Stubblefield lake Rd to private land	Retain	Through access of Forest Service land and private land to private residences	County	
14	Gus Randel Rd	0.75	From Stubblefield Lake Rd to private land	Retain	Through access of Forest Service land to private residences	County	
15	Sandel Dr	0.29	From FM 1374 to private land	Retain	Through access of Forest Service land to private residences	County	
16	Fullers Dairy Rd	0.26	From FM 1374 to private land	Retain	Through access of Forest Service land to private residences	County	
17	Lost Meadows Rd	2.65	From FM 1374 to Lost Meadows Ranch	Retain	Through access of Forest Service land and private to private residences and FS land	County	Formerly FSR 214 when constructed by the USFS, named Lost Meadows Rd prior to the county assuming maintenance responsibility in 1977
18	Gilley Rd	0.44	From Lost Meadows Rd to private land	Retain	Through access of Forest Service land to private residences	County	
19	FSR 222	0.46	From Lost Meadows Rd to Hidden Mana Rd	Retain	Through access of Forest Service land to private residences	FS	
20	Hidden Manna Rd	0.17	From FSR 222 to private land	Retain	Through access of Forest Service land to private residences	County	No records USFS has showing Hidden Manna was FSR 222 D. Road wasn't added to CoOp until after 1994 as just Hidden Manna Rd
21	Little Loop Rd	0.50	From FM 1375 to private land	Retain	Through access of Forest Service land to private residences	County	
22	Mitchell Cemetery Rd (FSR 281)	0.15	From SH 75 to cemetery	Modified	Through access of Forest Service land to cemetery and FS 281	FS	
23	Evelyn Ln	2.23	From SH 75 to private land	Modified	Through access of private land to Forest Service land and Lone Star Hiking trailhead	County	Privately constructed road, road is under easement from 1977
24	Black Jack Rd - Black Jack Cemetery Rd	2.21	From FM 2296 through Forest Land to FS boundary	Retain	Through access of private land and Forest Service land to private land	County	

25	Four Notch Rd	6.82	From FM 2296 to Forest Service boundary east of Boswell Church	Modified	Through access of private land and Forest Service land to private land; FSR 200, 213, 223; and Lone Star Hiking trailhead	County	
26	JD Edwards Rd	0.55	From Four Notch Rd to private land	Retain	Through access of Forest Service land to private land	County	Special Use/Easement Rd under a CoOp from 1977
27	Ballew Rd (FSR 223)	0.39	From Four Notch Rd to FSR 223 intersection	Modified	Through access of Forest Service land to private land	FS	Special Use/Easement Rd under a CoOp from 1977. Beyond the FSR 223 intersection is Special Use permit road as A.A. Steely Rd from 1975. No documents found to reveal name change date
28	Elkins Rd	0.18	From FSR 269 to private land	Retain	Through access of Forest Service land to private land	County	Privately constructed road. Special Use/Easement Rd under a CoOp from 1960
29	FSR 207	1.77	From FSR 200 to FSR 246	Retain	Through access of Forest Service land to private residences and Forest Glen Camp site	FS	Constructed by USFS and CCC, named Dodge Rd sometime before 1974 when county constructed addition to the road to connect to FSR 200. Added to CoOp in 1981. Forest Service road from SH 190 to County line. County had assumed maintenance jurisdiction in 1981. Road is now split in maintenance jurisdictions according to FS INFRA data with county having maintenance responsibility from FS 2078 to County line. Additionally, 3mi starting from SH 190 is gated off by private. Suggest a collaborative effort to research this road.
30	FSR 246	0.91	From FSR 207 to FSR 206	Retain	Through access of Forest Service land to FS 207	FS	Constructed by USFS, added to CoOp in 1986
31	FSR 206	2.63	From FSR 246 to Three Notch Rd	Retain	Through access of Forest Service land to FS 246	FS	Constructed by USFS, added to CoOp in 1986 with County taking over maintenance jurisdiction. Forest Service now has maintenance jurisdiction. Unknown when Forest Service took over maintenance jurisdiction
32	Three Notch Rd	1.82	From FSR 206 to Watson Lake Rd	Modified	Through access of Forest Service land and private to FS 206, private land and multiple FS logging roads	County	Constructed by County as Phelps Rd. Added to CoOp in 1977
33	Mathis Dairy Rd	1.79	From FM 2296 to Three Notch	Retain	Through access of private land to Three Notch Rd, & FSR 251	County	
34	McFaddin Rd	1.19	From SH 190 to private land	Retain	Through access of private land and Forest Service land to private land	County	Constructed by County, Added to CoOp in 1977
35	FSR 233	0.93	From FM 1375 to Gulf Coast Trades Center	Addition	Through access of Forest Service land to Trades Center	FS	
36	Cleveland Cemetery Rd (Hunters Hill Rd)	1.15	From Walker Co/ San Jacinto County line through FS land to boundary	Addition	Through access of private land and Forest Service land to private land	County	County maintenance jurisdiction. Was added in 1977 CoOp and renewed in 1981. Was initially removed in 1994, but an amendment was made in 1995 for it to be added. Unable to find documents as to why it was omitted in 1999, 2007 and 2015.
37	Old Phelps Rd	0.71	Forest boundary line to MP 0.71	Addition	Through access of Forest Service land to private land	County	

Walker County CoOp Road - Schedule A Proposal Road Removals

-	Road Name/FS Road #	Length (Miles)	Termini Description	2015 CoOp Change	Reason	County or FS Road
	Boswell Church			Removed	Combined with Four Notch Rd	County
	Ellisor Rd			Removed	Combined with Grant Cemetery Rd	County
	Schultz Rd		From FM 2821 (Fish Hatchery Rd) to private land	Removed	Private road. Owner requested closure	Private

SCHEDULE A

Sam Houston

National Forest

USFS Acquisition Number: 606234

Walker

County, State of Texas

**Kimptom Cooper,
Forest Supervisor**

Date

**Danny Pierce,
County Judge**

Date

USFS Acquisition Number: 606234						COUNTY ROW			USFS ROW		ROAD RESTRICTIONS	ROAD MAINTENANCE & SIGNING
ROAD NAME	ROAD NUMBER	NFSR	COUNTRY	TERMINI	LENGTH	OWN	EASEMENT	CLAIMED (Jud. Dec. required)	OWN (USFS Land)	EASEMENT	Restrictions to traffic, including class of vehicle, weight, width, seasonal use restrictions, etc.	Insert Operating Maint. Level for all NFSR; X for County
Dawson Lane/Winery Rd				FM 1791 to Forest Service Boundary	0.18							
County Line Rd	208			FM 1791 to Derek Rd	1.52				X			ALL COUNTY USFS
Derek Rd	208B			County Line Rd to Boundary	1.04				X			X
Ball Rd - Cotton Creek Cemetery Rd				FM 1374 to Hightower Cemetery	1.56	X						X
Bath Ln				Ball Rd to Boundary	1.63	X						X
Ida Olivia Rd				US 190 to Boundary	0.21	X						X
Thompson Rd				Joe Novak Rd to Boundary	1.23		X					X
Joe Novak Rd				US 190 to Boundary	0.75		X					X

Grant Cemetery Rd			US 190 to Grant Colony Cemetery	1.70	X						X	
King Rd	2005		FM 2821 to Boundary	0.53			X			X		Yes, open road, maintained for high clearance vehicle
Stubblefield Lake Rd	215		FM 1374 to Stubblefield bridge	2.24	X						X	
Pipken Rd			Stubblefield Lake Rd to Boundary	0.29			X				X	
Gus Randel Rd			Stubblefield Lake Rd to Boundary	0.75	X						X	
Sandel Dr			FM 1374 to Boundary	0.29	X						X	
Bucking Bull Rd (Fullers Dairy Rd)			FM 1374 to Boundary	0.26	X						X	
Lost Meadows Rd			FM 1374 to Lost Meadows Ranch	2.65	X						X	
Gilley Rd			Lost Meadows Rd to Boundary	0.44	X						X	
FSR 222	222		Lost Meadows Rd to Hidden Manna Rd	0.46					X			3
Hidden Manna Rd			FSR 222 to Boundary	0.17	X						X	
Little Loop Rd			FM 1375 to Boundary	0.50	X						X	
Mitchell Cemetery Rd	281		SH 75 to Cemetery	0.15			X			X		3
Evelyn Ln			SH 75 to Boundary	2.23							X	
Black Jack Rd - Black Jack Cemetery			FM 2296 to Boundary	2.21			X				X	
Four Notch			FM 2296 to Boundary	6.82	X						X	
JD Edwards Rd			Four Notch to Boundary	0.55			X				X	
Ballew Rd	223		Four Notch to FSR 223 intersection	0.39					X			3
Elkins Rd			FSR 269 to Boundary	0.18			X				X	



125 EAST 11TH STREET, AUSTIN, TEXAS 78701-2483 | 512.463.8588 | WWW.TXDOT.GOV

June 17, 2022

The Honorable Robert D. Pierce
Walker County Judge
1100 University Avenue, Suite 204
Huntsville, Texas, 77340

Dear Judge Pierce:

The Texas Department of Transportation (TxDOT) is soliciting updates to the County Road Inventory (CRI) from your county. TxDOT accepts updates from every county, every year. The deadline for the 2022 submission is August 31, 2022.

The CRI program received over 6,800 markups in 2021 submitted through the Data Updates & Sharing Application (DUSA) resulting in 1,337 miles of county roads added. This application greatly enhances reporting accuracy and timeliness for CRI.

If your county previously registered to access DUSA, you may proceed with updates for 2022 at any time. However, if your county has not yet registered to access DUSA, please forward the instructions outlined on pages 4 & 5 to your staff or whomever you wish to delegate responsibility for making updates for your county.

A few things to note about DUSA for 2022:

- 1) In April 2022, the valid updates submitted from 2021 were updated in DUSA.
- 2) A 'reference layer' is included to show the markups submitted in 2021 that did not meet the criteria for a county road, or were not updated for another reason.
- 3) TxDOT is proactively updating city limit boundaries, which subsequently may affect the total county road mileage for your county.

Since 2020, TxDOT has been corresponding with your county via email only and no longer via USPS mail. In addition, we have been using DocuSign for the mileage certification. DocuSign is a widely used and accepted tool for securely obtaining electronic signatures.

Beginning September 1, 2022, a new version of DUSA will be available for next year's CRI submission. You may have read about this in the April 2022 issue of the County Progress magazine. The new version will help in two key areas. First, it will streamline the workflow for certifying the mileage, making edits, or delegating to a trusted partner to make edits (e.g. a commissioner, county staff, etc.). Second, it will streamline the process of making edits with a built-in step-by-step process for making updates to the CRI.

Coinciding with the launch of the new version of DUSA, TxDOT will be hosting multiple live training webinars. You will receive an email with dates and times of these webinars immediately following the deadline for this year's CRI.

OUR VALUES: *People • Accountability • Trust • Honesty*

OUR MISSION: *Connecting You With Texas*

An Equal Opportunity Employer

The Honorable Robert D. Pierce

2

June 17, 2022

CERTIFICATION

In September 2022, the certified county-maintained road mileage from 2021 will be submitted to the Texas Department of Motor Vehicles for disbursement of the title and registration fees and to the State Comptroller's Office for disbursement of the Lateral Road and Bridge funds. Updates made by August 31st, 2022 will be reported in September of 2023.

Your 2021 certified mileage is: 553

If the mileage for your county is correct, please sign below.

County Judge

Date

IMPORTANT - If the mileage is incorrect, do not sign this document. Instead, please download a copy of this document using the download button above then follow the instructions on pages 4 & 5 to submit updates.

DISCLAIMER – TxDOT actively manages the roadway inventory throughout the year. As a result, county road mileage may vary slightly, even in absence of, or in addition to, updates provided by counties.

WALKER COUNTY HOUSING AUTHORITY
P. O. BOX 1411
HUNTSVILLE, TEXAS 77342-1411
(936) 291-3306
FAX 936/201-2396

RECEIVED
JUN 29 2022
WALKER COUNTY
JUDGE'S OFFICE

June 27, 22

Honorable County Judge Danny Pierce
Walker County Courthouse
1100 University Avenue #203
Huntsville, Texas 77340

Dear Judge Pierce:

In July, 2022 the two year terms will expire for three commissioners currently serving on the Board of Commissioners of the Walker County Housing Authority.

They are as follows:

Clara Malak	New Waverly, Texas
Barbara Sapp	Huntsville, Texas
James E. Mabry	Huntsville, Texas

These Commissioners are willing to be reappointed.

Your consideration in this matter is greatly appreciated. If you have any questions, please call me.

Sincerely,



Mary B. Harrelson
Executive Director

mbh

IRS increases mileage rate for remainder of 2022

Topics in the News

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Taxpayer First Act

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IR-2022-124, June 9, 2022

WASHINGTON — The Internal Revenue Service today announced an increase in the optional standard mileage rate for the final 6 months of 2022. Taxpayers may use the optional standard mileage rates to calculate the deductible costs of operating an automobile for business and certain other purposes.

For the final 6 months of 2022, the standard mileage rate for business travel will be 62.5 cents per mile, up 4 cents from the rate effective at the start of the year. The new rate for deductible medical or moving expenses (available for active-duty members of the military) will be 22 cents for the remainder of 2022, up 4 cents from the rate effective at the start of 2022. These new rates become effective July 1, 2022. The IRS provided legal guidance on the new rates in [Announcement 2022-13](#) [PDF](#), issued today.

In recognition of recent gasoline price increases, the IRS made this special adjustment for the final months of 2022. The IRS normally updates the mileage rates once a year in the fall for the next calendar year. For travel from January 1 through June 30, 2022, taxpayers should use the rates set forth in [Notice 2022-03](#) [PDF](#).

"The IRS is adjusting the standard mileage rates to better reflect the recent increase in fuel prices," said IRS Commissioner Chuck Rettig. "We are aware a number of unusual factors have come into play involving fuel costs, and we are taking this special step to help taxpayers, businesses and others who use this rate."

While fuel costs are a significant factor in the mileage figure, other items enter into the calculation of mileage rates, such as depreciation and insurance and other fixed and variable costs.

The optional business standard mileage rate is used to compute the deductible costs of operating an automobile for business use in lieu of tracking actual costs. This rate is also used as a benchmark by the federal government and many businesses to reimburse their employees for mileage.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

The 14 cents per mile rate for charitable organizations remains unchanged as it is set by statute.

Midyear increases in the optional mileage rates are rare, the last time the IRS made such an increase was in 2011.

Mileage Rate Changes

Purpose	Rates 1/1 through 6/30/2022	Rates 7/1 through 12/31/2022
Business	58.5	62.5



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipient: **WALKER COUNTY** GLO Contract Number: **20-065-104-C279** Date: **6/30/2022**

Engineer Name Address & Phone Number: Subrecipient Name, Address, & Phone Number: Contractor Name, Address & Phone Number:

Jonny Green, Bleyl Engineering 100 Nugent St Conroe, TX 77301 936-441-7833	Walker County 1100 University Avenue Huntsville, TX 77340 936-436-4910	Slott Construction, Inc. PO Box 381, New Waverly, TX 77358 481 Gibbs St, New Waverly, TX 77358 936-344-8044
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Project #: **12631** Bid Package #: **Precinct 3** Change Order #: **1**
Contract Origination Date: Project Description: **Rebuild roads - materials**

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
B1.1	Unit price increase of \$1.12/ton (3.22%) from material supplier due to cost increases during elapsed time from bid to award		\$2,991.52
B1.3	Unit price increase of \$7.84/ton (9.14%) from material supplier due to cost increases during elapsed time from bid to award		\$16,879.52
B2.1	Unit price increase of \$1.12/ton (3.22%) from material supplier due to cost increases during elapsed time from bid to award		\$1,694.56
B2.3	Unit price increase of \$7.84/ton (9.14%) from material supplier due to cost increases during elapsed time from bid to award		\$9,737.28
C.1	Unit price increase of \$0.10/gallon (2.02%) from material supplier due to cost increases during elapsed time from bid to award		\$2,464.40
C.2	Unit price increase of \$0.10/gallon (2.02%) from material supplier due to cost increases during elapsed time from bid to award		\$1,421.00
D.1	Unit price increase of \$2.25/ton (3.46%) from material supplier due to cost increases during elapsed time from bid to award		\$22.50

See sheet 2 to add additional entries

Change in Construction Contract Price

Original Contract Price:	\$629,492.55
Cumulative Previous Change Order(s) Total:	-
Contract Price Prior to this Change Order:	\$629,492.55
Net Increase/Decrease of this Change Order:	\$35,210.78

Change in Contract Time (Calendar Days)

Original Contract Time in Days:	180
Net Change from Previous Change Order(s) in Days:	-
Contract Time Prior to this Change Order in Days:	180
Net Increase/Decrease of this Change Order in Days:	-



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders:	\$664,703.33	Contract Time with All Approved Change Orders in Days:	180
Cumulative Percent Change in Contract Price (+/-)	5.59%	Subrecipient Contract End Date:	09/2023

Construction Contract Start Date:

Construction Contract End Date:

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

***This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requirements**

Subrecipient Signature	Engineer Signature	Contractor Signature

Danny Pierce, County Judge	Jonny Green, P.E., Project Manager	
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)

Subrecipient Signature	Engineer Signature	Contractor Signature

Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries? Increase Decrease

If there is a change, how many beneficiaries will be affected?

Total LMI

2. Effect of this change on the scope of work: Increase Decrease

3. Effect on operation and maintenance costs: Increase Decrease

4. Are all prices in the change order dependent upon unit prices found in the original bid? Yes

If "no", explain:

The unit prices for HMAC and crushed stone have increased from original bid price due to continuing increases in material and fuel costs since bids were opened 3 months ago. The proposed increase is reasonable and within budget. Crushed stone is still within 1% of our original cost estimates and HMAC is still 19% less than our original estimates prepared before the significant cost increases we've been seeing.

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? Yes

If "yes", is an environmental assessment required?



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)?	<input type="button" value="N/A"/>	Yes	No
7. Is the CCN permit still valid? (sewer projects only)	<input type="button" value="N/A"/>	Yes	No
8. Are the disability access requirements/approval still valid (if applicable)?	<input type="button" value="N/A"/>	Yes	No
9. Are other Disaster Recovery contractual special condition clearances still valid?		<input type="button" value="Yes"/>	No

If "no", explain:

Disclaimer: The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.



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BID TABULATION
WALKER COUNTY CDBG ROADS PRECINCT 3

Bid Date: 5-Apr-22
Bleyl Job No. 12631

B1. BASE UNIT PRICE TABLE: KOONCE ROAD

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price	Unit Price Change	Unit Cost	Total Price	Total Change	% Change
B1.1	2,671	TON	TxDOT Item 247: Provide Crushed Stone Flexible Base, Type A or B, Grade 2 or better, including delivery to site and placement in stockpiles as directed by the Owner. (Indicate type and grade with bid)	\$34.75	\$92,817.25	\$ 1.12	\$ 35.87	\$ 95,808.77	\$ 2,991.52	3.22%
B1.2	34,800	GAL	TxDOT Item 300: Provide CSS-1h Asphalt Emulsion for base stabilization (TxDOT Item 300, Table 8) including delivery to site in tanker trucks over multiple days as directed by the Owner.	\$4.65	\$161,820.00	\$ -	\$ 4.65	\$ 161,820.00	\$ -	0.00%
B1.3	2,153	TON	TxDOT Item 300, 340: Provide Asphalt Type D HMAC (PG 64-22 minimum) including delivery to site in increments as directed by the Owner. Must be delivered directly to Owner's paving machine. No bottom/belly dumps.	\$85.75	\$184,619.75	\$ 7.84	\$ 93.59	\$ 201,499.27	\$ 16,879.52	9.14%
			B1. BASE UNIT PRICE TABLE: KOONCE ROAD		\$439,257.00			\$ 459,128.04	\$ 19,871.04	4.52%

B2. BASE UNIT PRICE TABLE: PLANTATION ROAD

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price					
B2.1	1,513	TON	TxDOT Item 247: Provide Crushed Stone Flexible Base, Type A or B, Grade 2 or better, including delivery to site and placement in stockpiles as directed by the Owner. (Indicate type and grade with bid)	\$34.75	\$52,576.75	\$ 1.12	\$ 35.87	\$ 54,271.31	\$ 1,694.56	3.22%
B2.2	20,300	GAL	TxDOT Item 300: Provide CSS-1h Asphalt Emulsion for base stabilization (TxDOT Item 300, Table 8) including delivery to site in tanker trucks over multiple days as directed by the Owner.	\$4.65	\$94,395.00	\$ -	\$ 4.65	\$ 94,395.00	\$ -	0.00%
B2.3	1,242	TON	TxDOT Item 300, 340: Provide Asphalt Type D HMAC (PG 64-22 minimum) including delivery to site in increments as directed by the Owner. Must be delivered directly to Owner's paving machine. No bottom/belly dumps.	\$85.75	\$106,501.50	\$ 7.84	\$ 93.59	\$ 116,238.78	\$ 9,737.28	9.14%
B2. BASE UNIT PRICE TABLE: PLANTATION ROAD					\$253,473.25			\$ 264,905.09	\$ 11,431.84	4.51%

C. ALTERNATES UNIT PRICE TABLE

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price	
C.1	24,644	GAL	TxDOT Item 300, Attachment A: In lieu of Bid Item B1.2, provide P2 Emulsion Road Stabilizer for base stabilization, including delivery to site in tanker trucks over multiple days as directed by the Owner.	\$4.95	\$121,987.80	\$0.10\$5.05\$124,452.20\$2,464.402.02%
C.2	14,210	GAL	TxDOT Item 300, Attachment A: In lieu of Bid Item B2.2, provide P2 Emulsion Road Stabilizer for base stabilization, including delivery to site in tanker trucks over multiple days as directed by the Owner.	\$4.95	\$70,339.50	\$0.10\$5.05\$71,760.50\$1,421.002.02%
C. ALTERNATES UNIT PRICE TABLE					\$192,327.30	\$196,212.70\$3,885.402.02%

D. EXTRA UNIT PRICE TABLE

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price	
D.1	10	TON	TxDOT Item 276: Provide 2-Sack Cement-Stabilized Crushed Stone Flexible Base, Type A or B, Grade 2 or better, including delivery to site and placement in stockpiles as directed by the Owner, to be provided as needed and approved by the Owner. (Indicate type and grade with bid)	\$65.00	\$650.00	\$2.25\$67.25\$672.50\$22.503.46%
D. EXTRA UNIT PRICE TABLE					\$650.00	\$672.50\$22.503.46%

		BID SUMMARY			
TOTAL BASE BID (Add totals from Sections B1, B2, and D)		\$693,380.25			
TOTAL ALTERNATE BID (Add totals from Sections B1, B2, C, and D)		\$629,492.55		\$35,210.785.59%	
SUBSTANTIAL COMPLETION TIMES		180			



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipient: **WALKER COUNTY** GLO Contract Number: **20-065-104-C279** Date: **6/30/2022**

Engineer Name Address & Phone Number: Subrecipient Name, Address, & Phone Number: Contractor Name, Address & Phone Number:

Jonny Green, Bleyl Engineering 100 Nugent St Conroe, TX 77301 936-441-7833	Walker County 1100 University Avenue Huntsville, TX 77340 936-436-4910	Slott Construction, Inc. PO Box 381, New Waverly, TX 77358 481 Gibbs St, New Waverly, TX 77358 936-344-8044
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Project #: **12631** Bid Package #: **Precinct 4** Change Order #: **1**
Contract Origination Date: Project Description: **Rebuild roads - materials**

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
B1.1	Cement shortage has left none available; qty reduced to 0; replacing with lime/fly-ash from alternate bid items (see below)	(\$20,800.00)	
B1.2	Unit price increase of \$1.12/ton (3.11%) from material supplier due to cost increases during elapsed time from bid to award		\$577.92
B1.3	Unit price increase of \$7.84/ton (9.14%) from material supplier due to cost increases during elapsed time from bid to award		\$3,567.20
C1.1	Lime to replace cement (B1.1); qty increase from 0 to 42 tons; unit price increase of \$4.48/ton (2.29%) from material supplier		\$8,399.16
C1.2	Fly ash to replace cement (B1.1); qty increase from 0 to 54 tons; unit price increase of \$2.52/ton (1.99%) from material supplier		\$6,967.08
B2.1	Cement shortage has left none available; qty reduced to 0; replacing with lime/fly-ash from alternate bid items (see below)	(\$6,864.00)	
B2.2	Unit price increase of \$1.12/ton (3.11%) from material supplier due to cost increases during elapsed time from bid to award		\$143.36
B2.3	Unit price increase of \$7.84/ton (9.14%) from material supplier due to cost increases during elapsed time from bid to award		\$1,160.32
C2.1	Lime to replace cement (B2.1); qty increase from 0 to 19 tons; unit price increase of \$4.48/ton (2.29%) from material supplier		\$3,799.62
C2.2	Fly ash to replace cement (B2.1); qty increase from 0 to 10 tons; unit price increase of \$2.52/ton (1.99%) from material supplier		\$1,290.20

See sheet 2 to add additional entries

Change in Construction Contract Price

Original Contract Price:	\$805,337.25
Cumulative Previous Change Order(s) Total:	-
Contract Price Prior to this Change Order:	\$805,337.25
Net Increase/Decrease of this Change Order:	\$2,695.72

Change in Contract Time (Calendar Days)

Original Contract Time in Days:	240
Net Change from Previous Change Order(s) in Days:	-
Contract Time Prior to this Change Order in Days:	240
Net Increase/Decrease of this Change Order in Days:	-



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders:	\$808,072.97	Contract Time with All Approved Change Orders in Days:	240
Cumulative Percent Change in Contract Price (+/-)	0.33%	Subrecipient Contract End Date:	09/2023



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipient: **WALKER COUNTY** GLO Contract Number: **20-065-104-C279** Date: **6/30/2022**

Engineer Name Address & Phone Number: Subrecipient Name, Address, & Phone Number: Contractor Name, Address & Phone Number:

Jonny Green, Bleyl Engineering 100 Nugent St Conroe, TX 77301 936-441-7833	Walker County 1100 University Avenue Huntsville, TX 77340 936-436-4910	Slott Construction, Inc. PO Box 381, New Waverly, TX 77358 481 Gibbs St, New Waverly, TX 77358 936-344-8044
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Project #: **12631** Bid Package #: **Precinct 4** Change Order #: **1**
Contract Origination Date: Project Description: **Rebuild roads - materials**

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
B3.1	Cement shortage has left none available; qty reduced to 0; replacing with lime/fly-ash from alternate bid items (see below)	(\$89,856.00)	
B3.2	Unit price increase of \$1.12/ton (3.11%) from material supplier; increase qty by 141 tons to offset effects from stabilization chemical change		\$7,864.80
B3.3	Unit price increase of \$7.84/ton (9.14%) from material supplier due to cost increases during elapsed time from bid to award		\$16,213.12
C3.1	Lime to replace cement (B3.1); qty increase from 0 to 275 tons; unit price increase of \$4.48/ton (2.29%) from material supplier		\$54,994.50
C3.2	Fly ash to replace cement (B3.1); qty increase from 0 to 277 tons; unit price increase of \$2.52/ton (1.99%) from material supplier		\$35,738.54
B4.1	Cement shortage has left none available; qty reduced to 0; replacing with lime/fly-ash from alternate bid items (see below)	(\$13,936.00)	
B4.2	Unit price increase of \$1.12/ton (3.11%) from material supplier due to cost increases during elapsed time from bid to award		\$302.40
B4.3	Unit price increase of \$7.84/ton (9.14%) from material supplier due to cost increases during elapsed time from bid to award		\$2,367.68
C4.1	Lime to replace cement (B4.1); qty increase from 0 to 44 tons; unit price increase of \$4.48/ton (2.29%) from material supplier		\$8,799.12
C4.2	Fly ash to replace cement (B4.1); qty increase from 0 to 10 tons; unit price increase of \$2.52/ton (1.99%) from material supplier		\$1,290.20

See sheet 2 to add additional entries

Change in Construction Contract Price

Change in Contract Time (Calendar Days)

Original Contract Price:	\$805,337.25	Original Contract Time in Days:	240
Cumulative Previous Change Order(s) Total:	-	Net Change from Previous Change Order(s) in Days:	-
Contract Price Prior to this Change Order:	\$805,337.25	Contract Time Prior to this Change Order in Days:	240
Net Increase/Decrease of this Change Order:	\$2,695.72	Net Increase/Decrease of this Change Order in Days:	-



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders:	\$808,072.97	Contract Time with All Approved Change Orders in Days:	240
Cumulative Percent Change in Contract Price (+/-)	0.33%	Subrecipient Contract End Date:	09/2023



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

NOTE: Texas Local Government Code Sec. 262.031 "CHANGES IN PLANS AND SPECIFICATIONS" regulations apply. Generally, a cumulative increase in the contract price in excess of 25% or a cumulative decrease in excess of 18% are disallowed.

Subrecipient: **WALKER COUNTY** GLO Contract Number: **20-065-104-C279** Date: **6/30/2022**

Engineer Name Address & Phone Number: Subrecipient Name, Address, & Phone Number: Contractor Name, Address & Phone Number:

Jonny Green, Bleyl Engineering 100 Nugent St Conroe, TX 77301 936-441-7833	Walker County 1100 University Avenue Huntsville, TX 77340 936-436-4910	Slott Construction, Inc. PO Box 381, New Waverly, TX 77358 481 Gibbs St, New Waverly, TX 77358 936-344-8044
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Project #: **12631** Bid Package #: **Precinct 4** Change Order #: **1**
Contract Origination Date: Project Description: **Rebuild roads - materials**

You are hereby requested to comply with the following changes from the contract plans and specifications.

Item No.	Description of Changes: Quantities, Units, Unit Prices, Change in Completion Schedule etc.	Decrease in Contract Price	Increase in Contract Price
B5.1	Cement shortage has left none available; qty reduced to 0; replacing with lime/fly-ash from alternate bid items (see below)	(\$79,248.00)	
B5.2	Unit price increase of \$1.12/ton (3.11%) from material supplier; increase qty by 141 tons to offset effects from stabilization chemical change		\$2,829.12
B5.3	Unit price increase of \$7.84/ton (9.14%) from material supplier due to cost increases during elapsed time from bid to award		\$11,493.44
C5.1	Lime to replace cement (B5.1); qty increase from 0 to 179 tons; unit price increase of \$4.48/ton (2.29%) from material supplier		\$35,796.42
C5.2	Fly ash to replace cement (B5.1); qty increase from 0 to 76 tons; unit price increase of \$2.52/ton (1.99%) from material supplier		\$9,805.52

See sheet 2 to add additional entries

Change in Construction Contract Price

Change in Contract Time (Calendar Days)

Original Contract Price: **\$805,337.25**
Cumulative Previous Change Order(s) Total: **-**
Contract Price Prior to this Change Order: **\$805,337.25**
Net Increase/Decrease of this Change Order: **\$2,695.72**

Original Contract Time in Days: **240**
Net Change from Previous Change Order(s) in Days: **-**
Contract Time Prior to this Change Order in Days: **240**
Net Increase/Decrease of this Change Order in Days: **-**



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

Contract Price with All Approved Change Orders: **\$808,072.97**
Cumulative Percent Change in Contract Price (+/-): **0.33%**

Contract Time with All Approved Change Orders in Days: **240**
Subrecipient Contract End Date: **09/2023**

Construction Contract Start Date:

Construction Contract End Date:

Reimbursements of costs included in this change order are subject to review by GLO-CDR.

***This document may be executed prior to submission for GLO-CDR review, but all parties involved will be held responsible if the change order or amendment warranted as a result of this change order is not in compliance with CDBG or HUD Requirements**

<input type="text"/>	<input type="text"/>	<input type="text"/>
Subrecipient Signature	Engineer Signature	Contractor Signature

Danny Pierce, County Judge	Jonny Green, P.E., Project Manager	<input type="text"/>
Subrecipient Name and Title (Printed)	Engineer Name and Title (Printed)	Contractor Name and Title (Printed)

<input type="text"/>	<input type="text"/>	<input type="text"/>
Subrecipient Signature	Engineer Signature	Contractor Signature

Justification for Change Order

1. Will this change order increase or decrease the number of beneficiaries? Increase Decrease

If there is a change, how many beneficiaries will be affected?

Total LMI

2. Effect of this change on the scope of work: Increase Decrease

3. Effect on operation and maintenance costs: Increase Decrease

4. Are all prices in the change order dependent upon unit prices found in the original bid? Yes

If "no", explain:

The unit prices for HMAC and crushed stone have increased from original bid price due to continuing increases in material and fuel costs since bids were opened 3 months ago. The proposed increase is reasonable and within budget. Crushed stone is still within 1.1% of our original cost estimates and HMAC is still 19% less than our original estimates prepared before the significant cost increases we've been seeing. Additionally, there is a cement shortage and none is available, so this change order replace cement with lime and fly ash for stabilization, which were bid as alternate items. Because of the change in stabilization method, we are also calling for an increase in crushed rock on Southwood Drive.

5. Has the change created new circumstances or environmental conditions which may affect the project's impact, such as concealed or unexpected conditions discovered during actual construction? Yes

If "yes", is an environmental assessment required?



COMMUNITY DEVELOPMENT & REVITALIZATION
The Texas General Land Office
Construction Change Order Request

6. Is the Texas Council on Environmental Quality (TCEQ) clearance still valid (if applicable)? Yes No

7. Is the CCN permit still valid? (sewer projects only) Yes No

8. Are the disability access requirements/approval still valid (if applicable)? Yes No

9. Are other Disaster Recovery contractual special condition clearances still valid? Yes No

If "no", explain:

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BID TABULATION
WALKER COUNTY CDBG ROADS PRECINCT 4

B1. BASE UNIT PRICE TABLE: HARDING STREET

Bid Date: 5-Apr-22

Bleyl Job No. 12631

Bid No. 1
Slott Construction Inc. Attn: Jeremy Koonce
(936) 344-8044

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price	Unit Price Change	Unit Cost	Total Price	Total Change	% Change	
B1.1	100	TON	TxDOT Item 251: Provide cement, including delivery to site as directed by the Owner.	\$208.00	\$20,800.00	\$ -	\$ 208.00	\$ 20,800.00	\$ -	0.00%	CEMENT NOT AVAILABLE
B1.2	516	TON	TxDOT Item 247: Provide crushed stone flexible base, Type A or B, Grade 2 or better, including delivery to site and placement in stockpiles as directed by the Owner. (Indicate type and grade with bid)	\$36.00	\$18,576.00	\$ 1.12	\$ 37.12	\$ 19,153.92	\$ 577.92	3.11%	
B1.3	455	TON	TxDOT Item 300, 340: Provide Asphalt Type D HMA (PG 64-22 minimum) including delivery to site in increments as directed by the Owner. Must be delivered directly to Owner's paving machine. No bottom/belly dumps.	\$85.75	\$39,016.25	\$ 7.84	\$ 93.59	\$ 42,583.45	\$ 3,567.20	9.14%	
			B1. BASE UNIT PRICE TABLE: HARDING STREET		\$78,392.25			\$ 82,537.37	\$ 4,145.12	5.29%	

B2. BASE UNIT PRICE TABLE: PHELPS CREEK DRIVE

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price	Unit Price Change	Unit Cost	Total Price	Total Change	% Change	
B2.1	33	TON	TxDOT Item 251: Provide cement, including delivery to site as directed by the Owner.	\$208.00	\$6,864.00	\$ -	\$ 208.00	\$ 6,864.00	\$ -	0.00%	CEMENT NOT AVAILABLE
B2.2	128	TON	TxDOT Item 247: Provide crushed stone flexible base, Type A or B, Grade 2 or better, including delivery to site and placement in stockpiles as directed by the Owner. (Indicate type and grade with bid)	\$36.00	\$4,608.00	\$ 1.12	\$ 37.12	\$ 4,751.36	\$ 143.36	3.11%	
B2.3	148	TON	TxDOT Item 300, 340: Provide Asphalt Type D HMA (PG 64-22 minimum) including delivery to site in increments as directed by the Owner. Must be delivered directly to Owner's paving machine. No bottom/belly dumps.	\$85.75	\$12,691.00	\$ 7.84	\$ 93.59	\$ 13,851.32	\$ 1,160.32	9.14%	
			B2. BASE UNIT PRICE TABLE: PHELPS CREEK DRIVE		\$24,163.00			\$ 25,466.68	\$ 1,303.68	5.40%	

B3. BASE UNIT PRICE TABLE: SOUTHWOOD DRIVE

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price											Qty change	New Qty	Qty Increase	New Total	Increase from Original	% Change
B3.1	432	TON	TxDOT Item 251: Provide cement, including delivery to site as directed by the Owner.	\$208.00	\$89,856.00	\$	-	\$	208.00	\$	89,856.00	\$	-	0.00%	CEMENT NOT AVAILABLE						
B3.2	2,349	TON	TxDOT Item 247: Provide crushed stone flexible base, Type A or B, Grade 2 or better, including delivery to site and placement in stockpiles as directed by the Owner. (Indicate type and grade with bid)	\$36.00	\$84,564.00	\$	1.12	\$	37.12	\$	87,194.88	\$	2,630.88	3.11%	141	2490	6.00%	\$	92,428.80	\$7,864.80	9.30%
B3.3	2,068	TON	TxDOT Item 300, 340: Provide Asphalt Type D HMAc (PG 64-22 minimum) including delivery to site in increments as directed by the Owner. Must be delivered directly to Owner's paving machine. No bottom/belly dumps.	\$85.75	\$177,331.00	\$	7.84	\$	93.59	\$	193,544.12	\$	16,213.12	9.14%							
			B3. BASE UNIT PRICE TABLE: SOUTHWOOD DRIVE		\$351,751.00					\$	370,595.00	\$	18,844.00	5.36%							

B4. BASE UNIT PRICE TABLE: MIKE SLOTT ROAD

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK		Total Price										
B4.1	67	TON	TxDOT Item 251: Provide cement, including delivery to site as directed by the Owner.	\$208.00	\$13,936.00	\$	-	\$	208.00	\$	13,936.00	\$	-	0.00%	CEMENT NOT AVAILABLE
B4.2	270	TON	TxDOT Item 247: Provide crushed stone flexible base, Type A or B, Grade 2 or better, including delivery to site and placement in stockpiles as directed by the Owner. (Indicate type and grade with bid)	\$36.00	\$9,720.00	\$	1.12	\$	37.12	\$	10,022.40	\$	302.40	3.11%	
B4.3	302	TON	TxDOT Item 300, 340: Provide Asphalt Type D HMAc (PG 64-22 minimum) including delivery to site in increments as directed by the Owner. Must be delivered directly to Owner's paving machine. No bottom/belly dumps.	\$85.75	\$25,896.50	\$	7.84	\$	93.59	\$	28,264.18	\$	2,367.68	9.14%	
			B4. BASE UNIT PRICE TABLE: MIKE SLOTT ROAD		\$49,552.50					\$	52,222.58	\$	2,670.08	5.39%	

B5. BASE UNIT PRICE TABLE: PHELPS SLAB ROAD

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK		Total Price										
B5.1	381	TON	TxDOT Item 251: Provide cement, including delivery to site as directed by the Owner.	\$208.00	\$79,248.00	\$	-	\$	208.00	\$	79,248.00	\$	-	0.00%	CEMENT NOT AVAILABLE
B5.2	2,526	TON	TxDOT Item 247: Provide crushed stone flexible base, Type A or B, Grade 2 or better, including delivery to site and placement in stockpiles as directed by the Owner. (Indicate type and grade with bid)	\$36.00	\$90,936.00	\$	1.12	\$	37.12	\$	93,765.12	\$	2,829.12	3.11%	
B5.3	1,466	TON	TxDOT Item 300, 340: Provide Asphalt Type D HMAc (PG 64-22 minimum) including delivery to site in increments as directed by the Owner. Must be delivered directly to Owner's paving machine. No bottom/belly dumps.	\$85.75	\$125,709.50	\$	7.84	\$	93.59	\$	137,202.94	\$	11,493.44	9.14%	
			B5. BASE UNIT PRICE TABLE: PHELPS SLAB ROAD		\$295,893.50					\$	310,216.06	\$	14,322.56	4.84%	

C1. ALTERNATES UNIT PRICE TABLE: HARDING STREET

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price																						
C.1.1	42	TON	TxDOT Item 260: Provide lime, including delivery to site as directed by the Owner.	\$195.50	\$8,211.00	\$	4.48	\$	199.98	\$	8,399.16	\$	188.16	2.29%													
C.1.2	54	TON	TxDOT Item 265: Provide fly ash, including delivery to site as directed by the Owner.	\$126.50	\$6,831.00	\$	2.52	\$	129.02	\$	6,967.08	\$	136.08	1.99%													
C1.3	516	TON	TxDOT Item 247: Provide crushed stone flexible base, Type A or B, Grade 2 or better, including delivery to site and placement in stockpiles as directed by the Owner. (Indicate type and grade with bid)	\$36.00	\$18,576.00	\$	1.12	\$	37.12	\$	19,153.92	\$	577.92	3.11%													

C.1.4	455	TON	TxDOT Item 300, 340: Provide Asphalt Type D HMAC (PG 64-22 minimum) including delivery to site in increments as directed by the Owner. Must be delivered directly to Owner's paving machine. No bottom/belly dumps.	\$85.75	\$39,016.25	\$	7.84	\$	93.59	\$	42,583.45	\$	3,567.20	9.14%	
C1.5	927	GAL	TxDOT Item 300: Provide AE-P Prime Coat, to be picked up by the Owner in increments within 60 miles of the project site.	\$4.35	\$4,032.45	\$	-	\$	4.35	\$	4,032.45	\$	-	0.00%	
C1. ALTERNATES UNIT PRICE TABLE: HARDING STREET					\$76,666.70					\$	81,136.06	\$	4,469.36	5.83%	

C2. ALTERNATES UNIT PRICE TABLE: PHELPS CREEK DRIVE

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price										
C2.1	19	TON	TxDOT Item 260: Provide lime, including delivery to site as directed by the Owner.	\$195.50	\$3,714.50	\$	4.48	\$	199.98	\$	3,799.62	\$	85.12	2.29%	
C2.2	10	TON	TxDOT Item 265: Provide fly ash, including delivery to site as directed by the Owner.	\$126.50	\$1,265.00	\$	2.52	\$	129.02	\$	1,290.20	\$	25.20	1.99%	
C2.3	128	TON	TxDOT Item 247: Provide crushed stone flexible base, Type A or B, Grade 2 or better, including delivery to site and placement in stockpiles as directed by the Owner. (Indicate type and grade with bid)	\$36.00	\$4,608.00	\$	1.12	\$	37.12	\$	4,751.36	\$	143.36	3.11%	
C2.4	148	TON	TxDOT Item 300, 340: Provide Asphalt Type D HMAC (PG 64-22 minimum) including delivery to site in increments as directed by the Owner. Must be delivered directly to Owner's paving machine. No bottom/belly dumps.	\$85.75	\$12,691.00	\$	7.84	\$	93.59	\$	13,851.32	\$	1,160.32	9.14%	
C2.5	305	GAL	TxDOT Item 300: Provide AE-P Prime Coat, to be picked up by the Owner in increments within 60 miles of the project site.	\$4.35	\$1,326.75	\$	-	\$	4.35	\$	1,326.75	\$	-	0.00%	
C2. ALTERNATES UNIT PRICE TABLE: PHELPS CREEK DRIVE					\$23,605.25					\$	25,019.25	\$	1,414.00	5.99%	

C3. ALTERNATES UNIT PRICE TABLE: SOUTHWOOD DRIVE

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price										
C3.1	275	TON	TxDOT Item 260: Provide lime, including delivery to site as directed by the Owner.	\$195.50	\$53,762.50	\$	4.48	\$	199.98	\$	54,994.50	\$	1,232.00	2.29%	
C3.2	277	TON	TxDOT Item 265: Provide fly ash, including delivery to site as directed by the Owner.	\$126.50	\$35,040.50	\$	2.52	\$	129.02	\$	35,738.54	\$	698.04	1.99%	
C3.3	3,594	TON	TxDOT Item 247: Provide crushed stone flexible base, Type A or B, Grade 2 or better, including delivery to site and placement in stockpiles as directed by the Owner. (Indicate type and grade with bid)	\$36.00	\$129,384.00	\$	1.12	\$	37.12	\$	133,409.28	\$	4,025.28	3.11%	
C3.4	2,068	TON	TxDOT Item 300, 340: Provide Asphalt Type D HMAC (PG 64-22 minimum) including delivery to site in increments as directed by the Owner. Must be delivered directly to Owner's paving machine. No bottom/belly dumps.	\$85.75	\$177,331.00	\$	7.84	\$	93.59	\$	193,544.12	\$	16,213.12	9.14%	
C3.5	2,766	GAL	TxDOT Item 300: Provide AE-P Prime Coat, to be picked up by the Owner in increments within 60 miles of the project site.	\$4.35	\$12,032.10	\$	-	\$	4.35	\$	12,032.10	\$	-	0.00%	
C3. ALTERNATES UNIT PRICE TABLE: SOUTHWOOD DRIVE					\$407,550.10					\$	429,718.54	\$	22,168.44	5.44%	

C4. ALTERNATES UNIT PRICE TABLE: MIKE SLOTT ROAD

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price										
C4.1	44	TON	TxDOT Item 260: Provide lime, including delivery to site as directed by the Owner.	\$195.50	\$8,602.00	\$	4.48	\$	199.98	\$	8,799.12	\$	197.12	2.29%	

C4.2	10	TON	TxDOT Item 265: Provide fly ash, including delivery to site as directed by the Owner.	\$126.50	\$1,265.00	\$	2.52	\$	129.02	\$	1,290.20	\$	25.20	1.99%
C4.3	270	TON	TxDOT Item 247: Provide crushed stone flexible base, Type A or B, Grade 2 or better, including delivery to site and placement in stockpiles as directed by the Owner. (Indicate type and grade with bid)	\$36.00	\$9,720.00	\$	1.12	\$	37.12	\$	10,022.40	\$	302.40	3.11%
C4.4	302	TON	TxDOT Item 300, 340: Provide Asphalt Type D HMAC (PG 64-22 minimum) including delivery to site in increments as directed by the Owner. Must be delivered directly to Owner's paving machine. No bottom/belly dumps.	\$85.75	\$25,896.50	\$	7.84	\$	93.59	\$	28,264.18	\$	2,367.68	9.14%
C4.5	621	GAL	TxDOT Item 300: Provide AE-P Prime Coat, to be picked up by the Owner in increments within 60 miles of the project site.	\$4.35	\$2,701.35	\$	-	\$	4.35	\$	2,701.35	\$	-	0.00%
C4. ALTERNATES UNIT PRICE TABLE: MIKE SLOTT ROAD					\$48,184.85					\$	51,077.25	\$	2,892.40	6.00%
C5. ALTERNATES UNIT PRICE TABLE: PHELPS SLAB ROAD														
ITEM NO.	QTY	Unit	DESCRIPTION OF WORK		Total Price									
C5.1	179	TON	TxDOT Item 260: Provide lime, including delivery to site as directed by the Owner.	\$195.50	\$34,994.50	\$	4.48	\$	199.98	\$	35,796.42	\$	801.92	2.29%
C5.2	76	TON	TxDOT Item 265: Provide fly ash, including delivery to site as directed by the Owner.	\$126.50	\$9,614.00	\$	2.52	\$	129.02	\$	9,805.52	\$	191.52	1.99%
C5.3	736	TON	TxDOT Item 247: Provide crushed stone flexible base, Type A or B, Grade 2 or better, including delivery to site and placement in stockpiles as directed by the Owner. (Indicate type and grade with bid)	\$36.00	\$26,496.00	\$	1.12	\$	37.12	\$	27,320.32	\$	824.32	3.11%
C5.4	1,466	TON	TxDOT Item 300, 340: Provide Asphalt Type D HMAC (PG 64-22 minimum) including delivery to site in increments as directed by the Owner. Must be delivered directly to Owner's paving machine. No bottom/belly dumps.	\$85.75	\$125,709.50	\$	7.84	\$	93.59	\$	137,202.94	\$	11,493.44	9.14%
C5.5	1,953	GAL	TxDOT Item 300: Provide AE-P Prime Coat, to be picked up by the Owner in increments within 60 miles of the project site.	\$4.35	\$8,495.55	\$	-	\$	4.35	\$	8,495.55	\$	-	0.00%
C5. ALTERNATES UNIT PRICE TABLE: PHELPS SLAB ROAD					\$205,309.55					\$	218,620.75	\$	13,311.20	6.48%
D1. EXTRA ITEMS UNIT PRICE TABLE: HARDING STREET														
ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price									
D1.1	50	CY	TxDOT Item 132: Provide select fill, including delivery to site and placement in stockpiles as directed by the Owner.	\$12.50	\$625.00	\$	-	\$	12.50	\$	625.00	\$	-	0.00%
D1. EXTRA ITEMS UNIT PRICE TABLE: HARDING STREET					\$625.00					\$	625.00	\$	-	0.00%
D2. EXTRA ITEMS UNIT PRICE TABLE: PHELPS CREEK DRIVE														
ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price									
D2.1	50	CY	TxDOT Item 132: Provide select fill, including delivery to site and placement in stockpiles as directed by the Owner.	\$12.50	\$625.00	\$	-	\$	12.50	\$	625.00	\$	-	0.00%
D2. EXTRA ITEMS UNIT PRICE TABLE: PHELPS CREEK DRIVE					\$625.00					\$	625.00	\$	-	0.00%

D3. EXTRA ITEMS UNIT PRICE TABLE: SOUTHWOOD DRIVE

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price									
D3.1	200	CY	TxDOT Item 132: Provide select fill, including delivery to site and placement in stockpiles as directed by the Owner.	\$12.50	\$2,500.00	\$	-	\$	12.50	\$	2,500.00	\$	-	0.00%
D3. EXTRA ITEMS UNIT PRICE TABLE: SOUTHWOOD DRIVE					\$2,500.00			\$	2,500.00	\$	-	0.00%		

D4. EXTRA ITEMS UNIT PRICE TABLE: MIKE SLOTT ROAD

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price									
D4.1	50	CY	TxDOT Item 132: Provide select fill, including delivery to site and placement in stockpiles as directed by the Owner.	\$12.50	\$625.00	\$	-	\$	12.50	\$	625.00	\$	-	0.00%
D4. EXTRA ITEMS UNIT PRICE TABLE: MIKE SLOTT ROAD					\$625.00			\$	625.00	\$	-	0.00%		

D5. EXTRA ITEMS UNIT PRICE TABLE: PHELPS SLAB ROAD

ITEM NO.	QTY	Unit	DESCRIPTION OF WORK	Unit Cost	Total Price									
D5.1	100	CY	TxDOT Item 132: Provide select fill, including delivery to site and placement in stockpiles as directed by the Owner.	\$12.50	\$1,250.00	\$	-	\$	12.50	\$	1,250.00	\$	-	0.00%
D5. EXTRA ITEMS UNIT PRICE TABLE: PHELPS SLAB ROAD					\$1,250.00			\$	1,250.00	\$	-	0.00%		

		BID SUMMARY			
TOTAL BASE BID (Add totals from Sections B1, B2, B3, B4, and B5)		\$799,752.25		\$841,037.69	\$41,285.44 5.16%
TOTAL BASE BID WITH EXTRA ITEMS (Add totals from Sections B1, B2, B3, B4, B5, D1, D2, D3, D4, and D5)		\$805,377.25		\$846,662.69	\$41,285.44 5.13%
TOTAL ALTERNATE BID (Add totals from Sections C1, C2, C3, C4, and C5)		\$761,316.45		\$805,571.85	\$44,255.40 5.81%
TOTAL ALTERNATE BID WITH EXTRA ITEMS (Add totals from Sections C1, C2, C3, C4, C5, D1, D2, D3, D4, and D5)		\$766,941.45		\$811,196.85	\$44,255.40 5.77%
SUBSTANTIAL COMPLETION TIMES		240			
BASE BID WITH EXTRA ITEMS, LIME AND FLY ASH IN LIEU OF CEMENT				\$ 802,839.05	\$ (2,538.20) -0.32%

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 <i>Andres and Yolanda Chavez</i>		Application Number: <i>P-2022-022</i>
A2. Property Owner's Street Address [REDACTED]		Date of Submittal: <i>6-22-2022</i>
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.) <i>20.00 Acres of land, more or less, and being out of and a part of a 196.314 acre tract recorded in Vol. 309, Page 80 Deed Records, Walker County, Texas, and being situated in the E. Craddock Survey, A-142, M. Gray Survey, A-223 and J.W. Burus Survey A-83</i>		
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 <i>J.W. Burus (A-83) M. Gray (A-223)</i>	B2. Tax ID Number(s) of Parent Tract <i>0223-002-0-00800</i>	B3. Deed Volume/Page <i>Inst. # 72400</i>
B4. Existing or Proposed Name of Subdivision <i>Andres Chavez 20.00 Acre Tract</i>	B5. Is the application for a division of a lot in an Existing Platted Subdivision? (Yes/No) <i>NO</i>	
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 <i>Survey</i>		<i>A</i>
C.2		
C.3		
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) B2.2 of the Subdivision Regulations of Walker County, Texas as follows:

The lot depth on proposed Lot 1 exceeds
the 3 to 1 depth to width ratio for
non flag tracts

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 X

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"):

In order to equally divide the property into 2-10 acre lots
and allow us to build our home closer to the main road
of Wood Farm Rd and also further away from Texas 19 road
noise.

- 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:

It would put us further away from Wood Farm Rd especially in
the event of an emergency, we are both senior citizens. Cost
to build road would be greater

- 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 X 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, Andres Chavez, 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 <u>Andres Chavez</u>	Date <u>6-22-22</u>
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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

Cedar Oaks RV Camp, LLC
Call 20.203 Ac.
Inst. 72363, WCOPR

MIKE GRAY SUR., A-223

J.W. BURUS SUR., A-82

Richard Scott Killingsworth
Call 12.0 Ac.
V. 1185, p. 348, WCOPR

A.J. BEARD SUR.
A-67

Scott Killingsworth
Call 9.68 ac. (Tr.2)
V. 755, p. 857, WCOPR

David Jordan
Call 20.00 Ac.
V. 563, p. 460, WCOPR

Exhibit 'A'

NOTES:

1. The purpose of this plat is to create Lots 1 and 2 out of Andres Chavez, et al 20.00 acre tract shown hereon.
2. Bearings, distances and areas surveyed hereon are Grid NAD 83 (1993), Texas Central Zone as determined by Global Positioning System (GPS). Distances hereon may be converted to Geodetic Horizontal (surface) by dividing by a Combined Scale Factor of 0.99988.
3. Plastic caps referenced hereon are 1-3/4" diameter, yellow in color and stamped "H.E. McAdams, R.P.L.S. No. 2005".
4. This property is within Zone X, "areas determined to be outside the 0.2% annual chance floodplain", according to F.E.M.A. Flood Insurance Rate Map, Community-Panel No. 481042 0275D and Map No. 48471C0275D dated August 16, 2011.
5. This survey was completed without an Abstract of Title. There may be easements and other matters not shown.

MINOR PLAT OF

ANDRES CHAVEZ, ET AL
20.00 ACRE TRACT

J.W. BURUS SURVEY, A-82
MIKE GRAY SURVEY, A-223
WALKER COUNTY, TEXAS

NOVEMBER 2021

SCALE: 1" = 200 FEET

H.E. McADAMS & SON SURVEYING, INC.
Registered Professional Land Surveyors
P.O. Box 5047, Huntsville, Texas 77342
TBPELS Firm No. 10194425

21101

Fnd. 1/2" I. rod stamped
"Star RPLS 6706"
Approx. 30 ft. from center
asphalt pavement Wood Farm Rd.

N 86°58'59"E 2002.98

Fnd. 5/8" I. rod

N 86°58'59"E 990.17

Set 5/8" I. rod
with plastic cap

Set 5/8" I. rod
with plastic cap

LOT 1
10.00 AC.

Andres Chavez, et al
Call 20.00 Ac.
Inst. 72840, WCOPR

LOT 2
10.00 AC.

Set 5/8" I. rod
with plastic cap

N 86°58'56"E 943.13

Set 5/8" I. rod
with plastic cap

S 86°58'56"W 1917.84

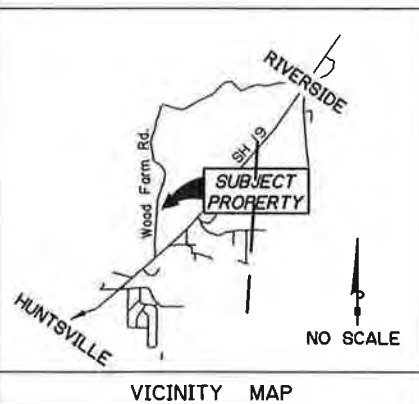
Fnd. 5/8" I. rod

Fnd. 5/8" I. rod
Approx. 30 ft. from center
asphalt pavement Wood Farm Rd.

I, Harold E. McAdams, do hereby state that this plat represents a survey made on the ground and that all corners and monuments are as shown hereon.

Signed

Harold E. McAdams
Registered Professional
Land Surveyor No. 2005
November 11, 2021



VICINITY MAP

Alfon Hues
Residue call 196.314 ac.
V. 309, p. 80, WCOPR

No recorded width found
WOOD FARM ROAD

Asphalt Surface

To SH 19

To River Side

To SH 19

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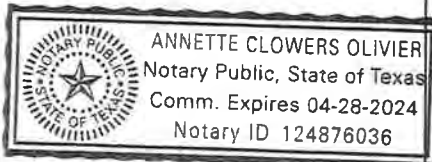
To River Side

WALKER COUNTY PLAT APPLICATION

If any section is not applicable to the proposed development project please mark that section "NA"
All references to the Walker County Subdivision Regulations will be abbreviated WCSR in this document.

SECTION A – OWNER / APPLICANT INFORMATION		FOR COUNTY USE ONLY
A1. Property Owner's Last Name Chavez	A2. Property Owner's First Name Andres	Application Number: 2022-022
A3. Mailing Address [REDACTED]		Date of Submittal: 5-6-22
		Precinct Number: 3
City [REDACTED]	State [REDACTED]	ZIP Code [REDACTED]
A4. Primary Telephone Number [REDACTED]	A5. Alternate Phone Number	
A6. Email Address	A7. Name of Lienholder (If no lienholder mark "None")	
SECTION B – PROFESSIONAL SERVICES Owner shall provide the names of the Professional Engineer, Registered Professional Land Surveyor, and any Authorized Representative for the Plat Application. By including the information of an Authorized Representative on the application the Owner/Applicant agrees that this individual is given authority to sign for, submit, receive, and make any decisions related to the submitted application on behalf of the owner. In the case that the owner wishes to retract this authority, the Owner/Applicant shall submit this retraction in writing to the Planning and Development Office. If no Authorized Representative is named then all communications related to the project will be submitted to the Owner/Applicant. All correspondence, including but not limited to notices, approvals, disapprovals, and conditions are authorized to be sent to any listed Mailing Address or Electronic Mail account.		
B1. Name of Registered Professional Land Surveyor (R.P.L.S.) Harold E. (Eddie) McAdams	B2. Phone Number of R.P.L.S. 936-295-3304 or 936-577-2136	
B3. Email of R.P.L.S. haroldmcadams46@gmail.com	B4. Mailing Address of R.P.L.S. 1025 12th Street Huntsville, Texas 77340	
B5. Name of Professional Engineer N/A	B6. Phone Number of P.E. N/A	
B7. Email of P.E. N/A	B7. Mailing Address of P.E. N/A	
B9. Name of Authorized Representative	B10. Phone Number of Authorized Representative.	
B11. Email of Authorized Representative	B12. Mailing Address of Authorized Representative.	

SECTION C – PARENT TRACT PROPERTY INFORMATION Information for one tract or tracts of land that are the subject of this plat application									
C1. Is the property located within the city limits of Huntsville, New Waverly, or Riverside? (Mark with "X")							*Yes	<input checked="" type="checkbox"/>	No
*If the answer to C1 is "Yes" then the applicant will need to apply to the City having jurisdiction.									
C2. Is the property within two miles of the City of Huntsville? (Mark with "X")							*Yes	<input checked="" type="checkbox"/>	No
*If the answer to C2 is "Yes" then the applicant will need to submit any plat applications to the City of Huntsville.									
C3. Is the property within 1/2 mile of the City of New Waverly? (Mark with "X")							Yes	<input checked="" type="checkbox"/>	No
The Abstract, Tract #, and Survey Name are generally included in the property description on the deed, the Geographic Id # can be obtained from the Walker County Appraisal District, the Appraisal District Map or the most recent property tax statement issued for the property. If a property is in a platted subdivision items B10 – B13 must be filled out using information from the property deed, if not in a platted subdivision mark these sections "NA"									
C4. Property Acreage		C5.. Appraisal Geographic ID #		C6. Survey Name			C7. Abstract #		
20.00		PID No. 42837		J.W. BURUS & M. GRAY			A-82 & A-223		
Section C8 – C11 are for Amending Plat and Replat Applications only.									
C8. Subdivision Name				C9. Lot #s		C10. Block #	C11. Section #		
Minor Plat Of Andres Chavez, Et Al 20.00 Acre Tract				1 & 2					
C12. Deed Record Filing Information for Parent Tract (s) (WCDR and WCOPR are the record sets of the County Clerk - Mark the record set with an "X") If more than one tract please indicate multiple deeds.									
Volume / Document #		Page		<input type="checkbox"/> Walker County Deed Records (WCDR) (Generally before 1986)					
Inst. 72400				<input checked="" type="checkbox"/> Walker County Official Public Records (WCOPR)					
Volume / Document #		Page		<input type="checkbox"/> Walker County Deed Records (WCDR) (Generally before 1986)					
				<input type="checkbox"/> Walker County Official Public Records (WCOPR)					
Volume / Document #		Page		<input type="checkbox"/> Walker County Deed Records (WCDR) (Generally before 1986)					
				<input type="checkbox"/> Walker County Official Public Records (WCOPR)					
Volume / Document #		Page		<input type="checkbox"/> Walker County Deed Records (WCDR) (Generally before 1986)					
				<input type="checkbox"/> Walker County Official Public Records (WCOPR)					
SECTION D – APPLICATION TYPE									
Please choose a single application type from the list below and mark with an "X".									
D1. _____ Plat Application (This application is required for all plat applications including improvements or including more than 4 lots)									
D2. <u> X </u> Minor Plat Application (This application is required for minor subdivisions with no proposed infrastructure and 4 or less lots.)									
D3. _____ Re-Plat / Amending Plat Application (This application is required to alter or amend a previously platted subdivision)									
D4. _____ Exception Application (This application is required in order to obtain approval for subdivisions excepted from the WCSR.)									
SECTION E - REQUEST FOR A GUIDANCE REVIEW									
The request for a guidance review is only allowable if an application is submitted incomplete. The guidance review is voluntary and must be requested by the owner/applicant below and authorized by the County. This review of the submitted documents prior to a complete application is outside the standard review timelines, however the applicant/ owner may proceed to submit a complete application without awaiting the results of this review. If at any time during the Guidance Review process a completed application is submitted then the Guidance Review will cease, and the incomplete results of the review will not be forwarded to the applicant. Any deficiencies or comments released as part of the guidance review are not to be considered as a final review, but are collected to assist the owner and owner's agents in their efforts to comply with the regulations.									
E1. The Developer/Owner does hereby voluntarily make a request for a "Guidance Review" of the application if the application is found to be incomplete.						<u> X </u>	Yes, a review is requested		No, a review is not requested

SECTION F – SUBDIVISION APPLICATION DETAILS (The # of Proposed Lots shall include any Reserve or Remainders Created by the Subdivision)			
F1. Original Acreage 20.00	F2. Original # of Tracts 1	F3. # of Proposed Lots 2	F4. Proposed Name of Subdivision Minor Plat Of Andres Chavez, Et Al 20.00 Acre Tracts
SECTION G – ENGINEERING AND PROPOSED IMPROVEMENTS			
G1. Will the proposed subdivision utilize a public water system?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
G2. Will the proposed subdivision utilize individual on-site sewage facilities?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
G3. Will the proposed subdivision include the construction of road, drainage, or other improvements regulated by the WCSR?			<input type="checkbox"/> Yes * <input checked="" type="checkbox"/> No
G4. If the answer to G3 is "Yes" then what is the estimated cost of construction of all regulated improvements?			
G5. If the answer to G3 is "Yes" then what is the approximate length of all proposed roads in linear feet?			
G6. Will the proposed subdivision access from or across a Texas Department of Transportation system road?			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
SECTION H – CERTIFICATIONS AND ACKNOWLEDGEMENTS			
<p>I, the below signed individual, am the legal owner or legal representative of the owner of the property described in this application, and do hereby certify that the information contained in this application is a true and correct under penalty of law. The below signature further represents my understanding, agreement, and acceptance of the following items:</p> <ol style="list-style-type: none">Authorization is hereby given to Walker County and its representatives to enter onto the private property described in the application for the purpose of inspection and regulation related to this application and the applicable regulations.I have read and understand the requirements of the Walker County Subdivision Regulations, and understand it is my responsibility to comply with all the requirements therein.The completion and acceptance of this application by Walker County in no way shall be construed as a guarantee that the proposed construction will be approved for installation. This application may be rejected as incomplete for 10 business days after the original submittal of the application at any point without any refund of the application fee. This includes that no refund shall be given for applications submitted incomplete or applications withdrawn. The applicant also recognizes that additional resubmittals, applications, or responses after the initial application may result in a fee increase to the original application fee, and that any increase in the fee must be paid when the additional submittal is submitted.The completion and acceptance of this application is not an authorization to perform any activity. A final approval of the application and approval of the plat for filing must be made in writing prior to any subdivision of property or filing of any plat. I understand that any approvals made related to this application are made subject to the minimum requirements of the Walker County Subdivision Regulations.If no direct variance is granted to the Walker County Subdivision Regulations or other State or Federal requirements then no approval under this application shall be construed to provide a waiver to compliance with those regulations and the Owner/Applicant is still fully responsible for compliance with said regulations.The fee for the subdivision applications may be calculated based on variable factors including cost of construction, number of lots, length of road centerline, and the quantity of revisions, replacement applications, and responses. The initial calculated fee charged at the original submittal may increase during the application timeline if any of these variables change or are calculated in error. Any increase in the fee must be paid as part of any submittal of a revision, replacement, or response to an application.I hereby release, indemnify, and hold harmless Walker County and its employees and agents for any and all claims, costs, or liabilities, expressly including alleged negligence, or for any damages to property or persons arising from the inspection, construction, development, design, or review related to this application or occurring under any permit issued in relation to this application. I understand that I and my agents are completely and wholly responsible for the design and construction of all necessary improvements to local, State, and Federal Standards.I certify that all necessary permits from those Federal, State, or local government agencies (including but not limited to Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334 (Corps of Engineers), Texas Commission on Environmental Quality, Texas Historical Commission, United States Fish and Wildlife (Endangered Species), Texas Water Development Board, TXDOT, and City Approvals, etc.) have been obtained.			
Signature <i>Andres Chavez</i>		Date <i>5/6/2022</i>	Printed Name <i>Andres Chavez</i>
THE STATE OF <u>TEXAS</u> § COUNTY OF <u>WALKER</u> §			
Before me <u>Annette C. Olivier</u> a notary public on this day personally appeared <u>Andres Jose Chavez</u> , known to me (or proved to me) to be the person whose name is subscribed to the forgoing instrument and acknowledged to me that he executed the same for purposes and consideration there in expressed.			
Given under my hand and seal of office this <u>6th</u> Day of <u>May</u> , 20 <u>19</u> :20 <u>22</u>			

Cedar Oaks RV Camp, LLC
Call 20.203 Ac.
Inst. 72363, WCOPR

MIKE GRAY SUR., A-223

J.W. BURUS SUR., A-82

Richard Scott Killingsworth
Call 12.0 Ac.
V. 1185, p. 348, WCOPR

A.J. BEARD SUR.
A-67

Scott Killingsworth
Call 9.68 ac. (Tr.2)
V. 755, p. 857, WCOPR

David Jordan
Call 20.00 Ac.
V. 563, p. 460, WCOPR

Exhibit 'A'

NOTES:

1. The purpose of this plat is to create Lots 1 and 2 out of Andres Chavez, et al 20.00 acre tract shown hereon.
2. Bearings, distances and areas surveyed hereon are Grid NAD 83 (1993), Texas Central Zone as determined by Global Positioning System (GPS). Distances hereon may be converted to Geodetic Horizontal (surface) by dividing by a Combined Scale Factor of 0.99988.
3. Plastic caps referenced hereon are 1-3/4" diameter, yellow in color and stamped "H.E. McAdams, R.P.L.S. No. 2005".
4. This property is within Zone X, "areas determined to be outside the 0.2% annual chance floodplain", according to F.E.M.A. Flood Insurance Rate Map, Community-Panel No. 481042 0275D and Map No. 48471C0275D dated August 16, 2011.
5. This survey was completed without an Abstract of Title. There may be easements and other matters not shown.

MINOR PLAT OF

**ANDRES CHAVEZ, ET AL
20.00 ACRE TRACT**

J.W. BURUS SURVEY, A-82
MIKE GRAY SURVEY, A-223
WALKER COUNTY, TEXAS

NOVEMBER 2021

SCALE: 1" = 200 FEET

H.E. McADAMS & SON SURVEYING, INC.
Registered Professional Land Surveyors
P.O. Box 5047, Huntsville, Texas 77342
TBPELS Firm No. 10194425

21101

Fnd. 1/2" I. rod stamped
"Star RPLS 6706"
Approx. 30 ft. from center
asphalt pavement Wood Farm Rd.

N 86°58'59"E 2002.98

Fnd. 5/8" I. rod

N 86°58'59"E 990.17

Set 5/8" I. rod
with plastic cap

Set 5/8" I. rod
with plastic cap

**LOT 1
10.00 AC.**

S 00°22'27"W
284.81

Andres Chavez, et al
Call 20.00 Ac.
Inst. 72840, WCOPR

**LOT 2
10.00 AC.**

Set 5/8" I. rod
with plastic cap

N 86°58'56"E 943.13

Set 5/8" I. rod
with plastic cap

S 86°58'56"W 1917.84

Fnd. 5/8" I. rod

Fnd. 5/8" I. rod
Approx. 30 ft. from center
asphalt pavement Wood Farm Rd.

S 11°09'15"W 302.06

82.51

219.55

156.00

S 10°53'46"W

Fnd. 5/8" I. rod

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M. GRAY SUR., A-223

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S 10°53'46"W

Fnd. 5/8" I. rod



COPY



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 Obligor, 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 Obligor for Texas Grand Ranch - Section 6 Street and Drainage Facilities

AND WHEREAS, the Obligor 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 Obligor 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 Gable

Principal

Authorized Signatory

Harco National Insurance Company

Witness

Deron K. Treadwell

By: Eric R. Toothaker

Eric R. Toothaker

Attorney in Fact



COPY



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 Obligor, 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 Obligor for Texas Grand Ranch - Section 14 Street and Drainage Facilities

AND WHEREAS, the Obligor 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 Obligor 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

Principal

Authorized Signature

Harco National Insurance Company

Witness

Deron K. Treadwell

By: Eric R. Toothaker

Eric R. Toothaker

Attorney



RIGHT OF WAY ACQUISITION REPORT AMENDMENT

Precinct: 2

Name of Road(s) for which ROW is being acquired: Scales Ranch Road

Name of Property Owner Dedicating ROW: Matthew James Bilberry

Approximate Acreage of Subject Tract: 75.09 Deed Call: DR / OR Vol. 77860 Pg.

Approximate length of Right of Way: 1,295 feet (As estimated by field measurement of centerline alignment or deed call)

Proposed Agreements with Landowner: (Please check corresponding agreement)

- ☐ 1) Construct a fence to a standard listed in the current "Fencing Appendix" including any necessary gates, "water-gaps", and connections to cross-fencing.

NOTES: _____

- ☐ 2) Agree to construct fencing or portions of fencing not listed in the "Fencing Appendix" as long as the value of the project is less costly or substantially equivalent in value to the value of fencing projects which are listed in the fencing appendix.

DETAILS: _____

- ☐ 3) Agree to compensate the grantee of right-of-way at a rate not to exceed the price per linear foot shown in the current fencing appendix. *(If the commissioner wishes to provide materials, or other services in addition to the price per linear foot, then such additional provisions should be listed specifically in the "Right of Way Acquisition Report".)*

DETAILS: _____

- ☐ 4) Agree to perform clearing or maintenance work in the bounds of said right-of-way after the transfer of such, including, but no limited to, drainage work or drainage structure placement.

DETAILS: _____

- ☐ 5) Agree to conditions pertaining to the disposition of any timber or natural resource within the bounds of, or affecting said right-of-way.

DETAILS: _____

- ☐ 6) Agree to replace any existing fence, barrier, or gate with a structure of equal cost or quality.

DETAILS: _____

- ☒ 7) Other arrangements or conditions to be approved by Commissioners' Court.

DETAILS: Property owner to perform clearing and build fence

- ☒ County will pay Grantor \$ 5.00 per linear foot upon submittal of completed fence inspection and review by Commissioner as per approved in Commissioners' Court.

- ☐ County will pay Grantor \$.00 per linear foot or project upon submittal of completed clearing inspection and review by Commissioner as per approved in Commissioners' Court.

NOTES AND DISCLAIMERS

The approximated length of right-of-way represented in this report reflects rough field measurements only and shall not be construed to effect or alter the actual dedication. As with any rough or estimated measurements errors can and will occur and the measurements reflected in this report are subject to reasonable margins of error.

The proposed agreements with landowner and the following categories and details provided are included in this report for internal uses and are not intended to represent binding legal agreements. The proposed agreements and details are considered as general loose descriptions of possible work to be performed in the interest of delineation and collection of rights of ways; and the information supplied should not be taken to provide or limit the actual specifications of projects to be performed, if or when said projects are provided.

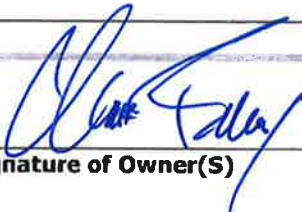
This document and the data contained herein are maintained in the interest of providing Walker County's internal departments and offices with data for uses deemed internally appropriate, **WALKER COUNTY does not guarantee the accuracy, or completeness. Use of this information is the sole responsibility of the user. Walker County assumes no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused or for any decision made or action taken by an person in reliance upon any information or data furnished herein.**


Signature of Commissioner or Appointed Representative

6/28/22
Date

State of Texas / County of Walker
Subscribed and Sworn to before me this _____ day of _____ 201____

_____/ Notary Public Signature


Signature of Owner(S)

6-28-22
Date

Signature of Owner(S)

Date

State of Texas / County of Walker
Subscribed and Sworn to before me this 28 day of June 2022

 / Notary Public Signature





Area of proposed R.O.W.
1,295' along Scales Ranch Road

BISHOP RD

RIGHT OF WAY EASEMENT

Deed found in Walker County Book WCOPR Volume Inst. 77860 Page _____

Description of Property: Tract 16, Acres 75.09, Abraham Peck Survey, A-430

Date of Document: June 15, 2022

Grantor: Matthew James Bilberry

Address: 16921 West Caramel Apple Trl, Cypress, Tx 77433

Grantee: Walker County, Texas

Address: 1100 University Ave., Huntsville, TX 77340

Known by all men by these presents that the undersigned, hereafter referred to as grantor, owning or having interest and authority to execute this document for land bordering on Scales Ranch Road in the A. Peck Survey, A-43, do hereby grant permission for the County of Walker to use approximately 30 feet of land from the center of the present road for rights of way purposes

Grantor agrees to build own fence. Walker County agrees to perform clearing or maintenance work in the bounds of said right-of-way. Walker County agrees to compensate Grantor \$ 5.00 per liner foot upon completion and review by Commissioners as per approved in Commissioners' Court.

All parties understand that the grantor of this easement retains all rights of ingress and egress over said easement to get to adjacent lands owned or controlled by grantor.

It is further understood that the granting of the easement to Walker County for right of way purposes does not affect mineral rights presently in effect and that mineral rights will remain with present owner.

The grantor acknowledges that he is the owner of the above-described lands and that said lands are under his or her control at all times.

OWNER SIGNATURE

PRINT NAME

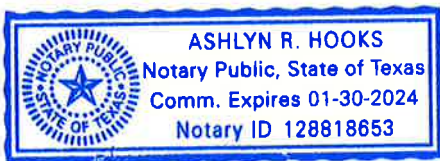
OWNER SIGNATURE

PRINT NAME

On this day personally appeared Matt Bilberry SUBSCRIBED AND SWORN

THIS 28 DAY OF June, 2022

NOTARY PUBLIC



ROW approved in Commissioners' Court _____
Revised 5-7-2018 Grantor builds Fence



Utility Installation Request

To the Commissioner's Court of Walker County

Date 6/10/2022

Application is hereby made by Paleo Midstream LLC

to place a 3" gas line and a 3" water line

and/or perform the following described work 5' to 10' within the Right of Way of that Walker County road known as Vick Spring Road at the following approximate coordinates (lat/long) 30°35'18.41"N, 95°29'33.548"W.

The exact location and extent of the proposed work shall be as shown on the attached specifications and drawings.

We will construct and maintain the line on the road right of way as shown on the attached drawing and in accordance with the rules, regulations and policies of Walker County, the Texas Department of Transportation (TXDOT), and all governing laws, including, but not limited to, the "Texas Engineering Practice Act," "Federal Clean Water Act," the "National Endangered Species Act," "Americans with Disabilities Act," and the "Federal Historic Preservation Act." Upon request by Walker County, we will submit to Walker County proof of compliance with all governing laws, rules and regulations before commencement of construction. Plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the facility based on the department's survey datum, the relationship to existing highway facilities and the right of way line, traffic safety and access procedures, and location of existing utilities that may be affected by the proposed utility facility. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings attached to this Utility Installation Request. We will give plans to Walker County for each future proposed modification or expansion to our facility and all Walker County to review and approve submittals prior to commencement of the work.

A new request may be required as a condition of approval.

Our organization will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the project area as indicated under "Re-vegetation Special Provisions."

Our organization will ensure that traffic control measures complying with applicable portions of the *Texas Manual on Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.

When installing our utility on controlled access facilities, we shall conform to the Texas Transportation Code, Title 6 Roadways, Chapter 203, Subchapter C, Control of Access, §203.031. We shall limit access for servicing this installation to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right of way lines, connecting only to an intersecting road; from any one or all of which entry may be made to the outer portion of the highway right of way for normal service and maintenance operations. Our rights of access to the through traffic roadways and ramps shall be subject to the same rules and regulations that apply to the general public.

It is expressly understood that Walker County does not purport, hereby, to grant any right, claim, title or easement in or upon this road; and it is further understood that Walker County may require us to relocate this line and any associated infrastructure, at the total expense of the applicant/utility owner, by giving thirty (30) days written notice prior to the date that the relocation shall be completed. We understand that a new Request will be required for the relocation.

We will notify Walker County prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right of way, so that Walker County may provide specifications for the extent and methods to govern in, but not limited to, trimming, topping, tree balance, type of cuts, painting cuts and clean up.

Our installation shall not damage any part of the roadway structure or associated appurtenances and we will make adequate provisions to minimize inconveniences to the traveling public, and adjacent property owners. In the event we fail to comply with any or all of the requirements as set forth herein, the County may take such action as it deems appropriate to compel our compliance.

Following approval, we will begin construction on or after 6/27/2022 (month/day/yr)

Additional Provisions and Requirements (for TxDOT input only)

General Special Provisions:

- ☒ Are attached.
☐ Are not attached

As-built Plans/Certifications of Construction:

- ☐ Are required and shall be certified as accurate by an authorized representative of the company.
☒ Are required and shall be signed and sealed by a State of Texas Licensed Professional Engineer.
☒ Certification that utility was installed as approved
☐ Are not required

Re-vegetation Special Provisions: In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated:

- ☒ In accordance with TxDOT's Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or:
☐ as indicated on the attachment.

The Precinct Commissioner or his/her representative is to be notified 48 hours prior to beginning construction.

If approved, we understand that we will assume all risks associated with this installation within the Walker County right of way. These risks include, but are not limited to, injuries to our workers, damage to contiguous utility lines that may be in the area, injuries or damage resulting from our failure to properly install and maintain the line as shown on plans.

We understand Walker County may place additional provisions and requirements as listed above, based upon, but not limited to, the type of utility being installed, local site conditions, soil types and traffic.

We acknowledge that this Utility Installation Request approval **expires** on the **91st** calendar day from the date of issuance, unless otherwise approved, if we do not begin our installation by this date. If we do not begin our installation within this time frame and still wish to continue, we will resubmit our request in accordance with the prevailing governing laws, rules, regulations and policies at the time of resubmission.

By signing as/for the requestor below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this Utility Installation Request, and our commencement of construction will further attest to our review and acceptance of said additional provisions and requirements

Requestor:

Date: 6/10/2022

By: G. Kelley Taylor

Signature: 

Title: Vice President

Address: 8041 SPID, PMB 361

Corpus Christi, Texas 78411

Telephone: 361-739-5027 (cell)

Approved By:

Date: _____

By: _____

Signature: _____

Title: _____

Address: _____

Telephone: _____

**General Special Provisions
Walker County Utility Installation Request**

1. Effective Period of Permit Approval. All approvals are void if installation does not begin within 3 months from the date of approval.
2. ALL UTILITY INSTALLATIONS SHALL CONFORM WITH THE STANDARDS DESCRIBED IN TITLE 43, PART 1, CHAPTER 21, SUBCHAPTER C, OF THE TEXAS ADMINISTRATIVE CODE (UTILITY ACCOMMODATIONS)
3. A FINAL AS-BUILT SET OF PLANS SHALL BE SUBMITTED AND CERTIFIED BY A PROFESSIONAL ENGINEER, INCLUDING A CERTIFICATION THAT THE INSTALLATION WAS COMPLETED IN CONFORMANCE AND COMPLIANCE WITH THE ABOVE DESCRIBED SECTIONS OF THE TEXAS ADMINISTRATIVE CODE.
4. Minimum Depth of Cover. The minimum depth of cover for any underground utility line shall be as shown on the attached "Minimum Depth of Cover Table" or attached schematic whichever is deeper.
5. Locating Utilities. Applicant shall take all reasonable and necessary steps to locate existing utilities and address them in accordance with all state, local, and or federal requirements.
6. Aerial Electric Lines. Aerial electric power lines crossing over the highway shall be installed and maintained a minimum of twenty-two (22) feet above the surface of the traffic lanes. For electric power lines with greater than 50,000 volts, the clearance shall be increased in accordance with National Electric Safety Code as published in the National Bureau of Standards, Handbook 30.
7. Aerial Communication Lines. Aerial communication lines crossing over the highway shall be installed and maintained a minimum of eighteen (18) feet above the surface of the traffic lanes.
8. Open Trenching or Boring Operations for Utility Work. To insure that disturbed areas are restored and revegetated properly and in a reasonable period as the utility work progresses, the following requirements shall apply:

Unless otherwise approved or directed by Walker County, the length of "active utility work" shall not exceed one mile in length. "Active utility work" shall be defined as the total disturbed area measured from the beginning of open trenching to the point where backfill has been compacted, the right of way has been restored to its original line and grade, any structures damaged by the utility work have been repaired, erosion control measures have been placed and are being properly maintained, approved topsoil seed and compost has been placed uniformly, and watering for revegetation has begun. "Active utility work" also includes areas of bore pits and receiving pits; however it does not include the underground boring length. When any area of "active utility work" is substantially complete (i.e., watering of seeded areas has begun), that area is no longer considered to be "active utility work", and "active utility work" can proceed further within the right of way as long as it does not exceed the above appropriate limits. Areas where Walker County determines that the "active utility work" is substantially complete does not mean that Walker County considers that area totally acceptable and complete.

9. Backfill, Erosion Control, and Re-vegetation. All excavations within the right-of-way (ROW) and not under pavement shall be backfilled by tamping in six (6) inch horizontal layers to the density of the surrounding soil or as directed by the Walker County. All surplus material shall be removed and the ROW shall be reshaped to its original condition or better. This work shall be done in accordance with Item 164 of the Texas Department of Transportation (TxDOT) "Standard Specifications for Construction and Maintenance of

**General Special Provisions
Walker County Utility Installation Request**

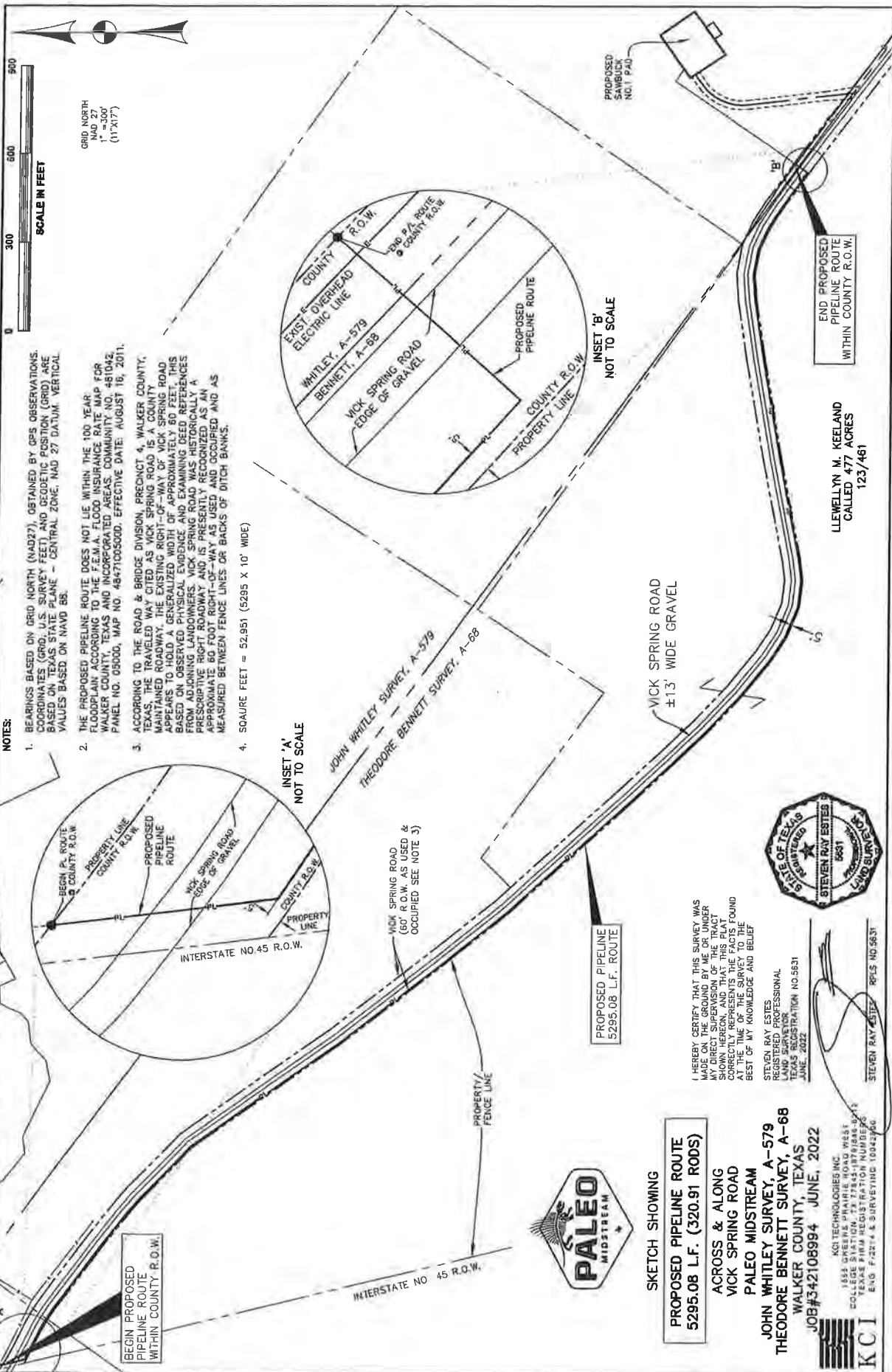
Highways, Streets, and Bridges.” Erosion control measures such as soil retention blankets, rock berms, and silt fences shall be installed and maintained until permanent perennial vegetation is established over 70% of the disturbed area. The amount of revegetation is considered acceptable when it resembles the amount of existing vegetation in the surrounding undisturbed area. **If erosion control and/or storm water run-off requirements of other State, Federal, or Local Jurisdictions exceed these requirements then the more stringent requirements would prevail.**

8. Boring and Jacking. Boring and jacking of utility lines shall be provided as specified below.
- a. Under Paved County Roads. Utility lines to be constructed under an existing paved (asphalt pavement or concrete pavement) county road shall be installed by boring and jacking with casing.
 - b. Under Paved Driveways. Utility lines to be constructed under existing paved (asphalt pavement or concrete pavement) driveways shall be installed by boring and jacking methods, unless the utility company furnishes Walker County with a “Letter of No Objection” signed by the driveway owner to allow open cutting of their driveway.
 - c. Under Unpaved County Roads or Driveways. Utility lines to be constructed under an existing unpaved county road or under existing unpaved driveways may be open cut only when approved in advance by Walker County, and after the driveway owner is notified. Any open cuts should be repaired and restored to a minimum of pre-cut conditions as quickly as possible so as not to impact road and/or driveway traffic. Applicant shall take all necessary precautions to insure safety as site of open cut.
 - d. Under Desirable Trees. To preserve the natural environment and protect wildlife habitat, boring may be required when underground utility lines are to be placed within the “protected root area” of “desirable trees” located within road ROW or on adjacent property. The “protected root area” is defined as the area between the tree trunk and five (5) feet from the tree trunk or 2/3 the actual distance from the tree trunk to the dripline, whichever is greater. “Desirable trees” include (but are not limited to) any tree with a trunk diameter of six (6) inches or more that Walker County or the Owner of the tree determines to be of environmental and aesthetic value. Boring under all “desirable trees” will be required with the following exceptions: (1) in areas where planned highway construction/maintenance work would require tree removal, or (2) when the Walker County approves of open trenching for the utility installation or removal of the tree.
9. Manhole Covers. All manhole covers shall be installed flush with the ground surface.
10. Traffic Control. Traffic control in utility work zones shall conform to applicable requirements of the “Texas Manual on Uniform Traffic Control Devices for Streets and Highways, Part VI”. Adequate signs, barricades, flag personnel, etc. shall be erected and maintained in complete compliance with the Texas Manual on Uniform Traffic Control Devices. Any travel lane closures are only permitted after a traffic control plan is approved by Walker County prior to beginning any construction activities.
11. Sunday or Holiday Work. Sunday or Holiday work will not be permitted for the installation of any utility line unless directed or approved by Walker County.
12. The approval of this utility installation request shall in no way be taken as a waiver or variance to any other existing local, state, or federal permits or requirements that may be required by the applicant.

**General Special Provisions
Walker County Utility Installation Request**

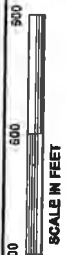
13. Protection of Trees and Landscaping. Existing trees and landscaping within the ROW shall be protected as specified below. Removal of trees from the ROW will require prior Walker County approval.

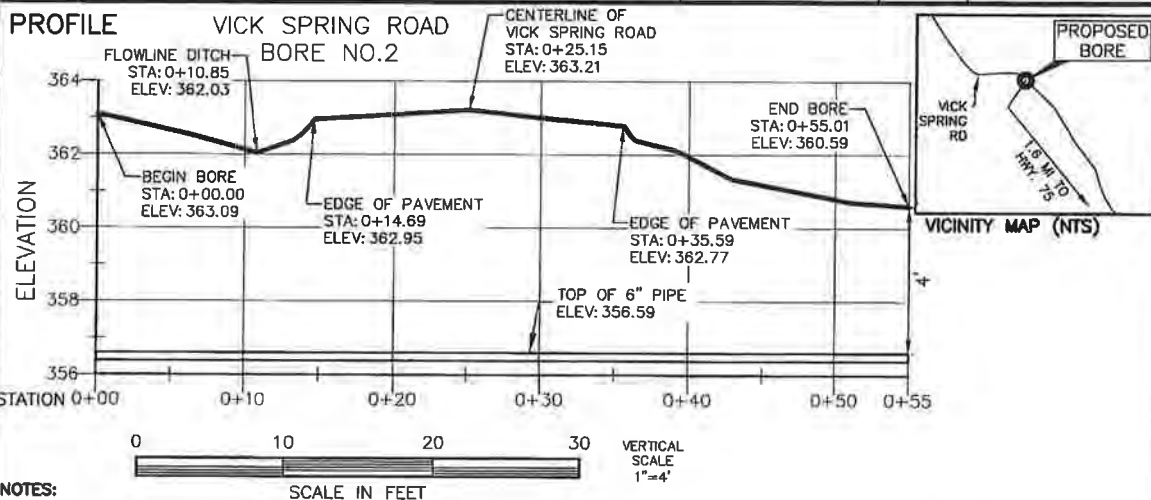
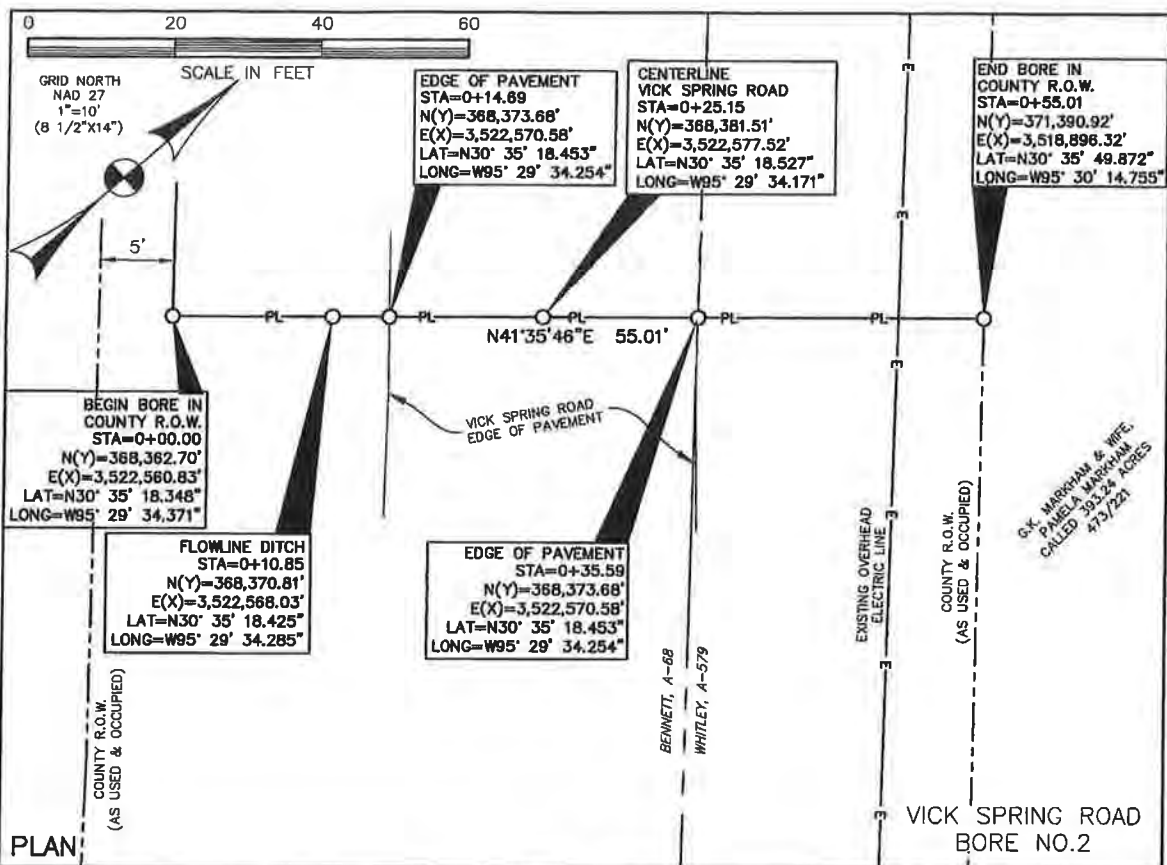
- a. **Tree Pruning.** All tree pruning within the ROW will require prior TxDOT approval. All oak trees that are damaged or pruned shall be treated with an approved tree wound dressing within 20 minutes of causing the damage or making the pruning cut.
- b. **Landscaping.** When existing landscaping is located near the proposed utility alignment, the utility contractor shall notify Walker County and the owner of the landscaping prior to the proposed utility installation. Walker County may require underground utilities to be installed by: (1) boring under such landscaping or (2) by replacement of specific landscape items. Landscaping is defined as, but not limited to, trees, shrubs, grass, irrigation lines, landscape pavers, sidewalks, and other ROW improvements.



NOTES:

1. BEARINGS BASED ON GRID NORTH (NAD27), OBTAINED BY GPS OBSERVATIONS. COORDINATES (GRID, U.S. SURVEY FEET) AND GEODETIC POSITION (GRID) ARE BASED ON TEXAS STATE PLANE - CENTRAL ZONE, NAD 27 DATUM. VERTICAL VALUES BASED ON NAVD 83.
2. THE PROPOSED PIPELINE ROUTE DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO THE F.E.M.A. FLOOD INSURANCE RATE MAP FOR WALKER COUNTY, TEXAS AND INCORPORATED AREAS. COMMUNITY NO. 481042, PANEL NO. 05000, MAP NO. 4847100500D. EFFECTIVE DATE: AUGUST 16, 2011.
3. ACCORDING TO THE ROAD & BRIDGE DIVISION, PRECINCT 4, WALKER COUNTY, TEXAS, THE TRAVELED WAY CITED AS VICK SPRING ROAD IS A COUNTY MAINTAINED ROADWAY. THE EXISTING RIGHT-OF-WAY OF VICK SPRING ROAD APPEARS TO HOLD A GENERALIZED WIDTH OF APPROXIMATELY 80 FEET. THIS BASED ON AERIAL PHOTOGRAPHY, LANDSCAPE AND EXAMINING DEED REFERENCES FROM ADJOINING LANDOWNERS. VICK SPRING ROAD IS PRESENTLY A PRESUMPTIVE RIGHT ROADWAY AND IS PRESENTLY RECOGNIZED AS AN APPROXIMATE 80 FOOT RIGHT-OF-WAY AS USED AND OCCUPIED AND AS MEASURED BETWEEN FENCE LINES OR BACKS OF DITCH BANKS.
4. SCAURE FEET = 52.951 (5295 X 10' WIDE)





NOTES:

1. BEARINGS, DISTANCES AND COORDINATES SHOWN HEREON ARE GRID, BASED ON TEXAS STATE PLANE COORDINATE SYSTEM (NAD-27 DATUM), CENTRAL ZONE.
2. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP PANEL NO.4847C0500D DATED AUGUST 16, 2011 FOR WALKER COUNTY, TEXAS, UNINCORPORATED AREAS/SAM HOUSTON NATIONAL FOREST, THE PROPOSED BORE SHOWN HEREON APPEARS TO LIE WITHIN ZONE X, AN AREA DETERMINED TO LIE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN. THIS DETERMINATION IS MADE UTILIZING DIGITAL IMAGERY AND SCALING FROM AFOREMENTIONED FEMA MAP PRODUCTS. NO EXTENSIVE TOPOGRAPHIC INFORMATION WAS GATHERED NOR WAS AN ELEVATION CERTIFICATE PREPARED AT THE TIME OF THIS SURVEY.
3. THIS PLAT REPRESENTS EXISTING CONDITIONS LOCATED ON THE GROUND 6/8/22
4. BORE LENGTH = 55.01'

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY DIRECT SUPERVISION OF THE TRACT SHOWN HEREON, AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS FOUND AT THE TIME OF THE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

STEVEN RAY ESTES
REGISTERED PROFESSIONAL
LAND SURVEYOR
TEXAS REGISTRATION NO.5631
JUNE, 2022

STEVEN RAY ESTES
RPLS NO.5631



PROPOSED
PIPELINE CROSSING
VICK SPRING ROAD

PALEO MIDSTREAM
JOHN WHITLEY SURVEY, A-579
THEODORE BENNETT SURVEY, A-68
WALKER COUNTY, TEXAS
JOB#342108994 JUNE, 2022



KCI TECHNOLOGIES INC
1555 GREENS PRAIRIE ROAD WEST
COLLEGE STATION, TX 77845-(979)846-6212
TEXAS FIRM REGISTRATION NUMBERS
ENG F-2214 & SURVEYING 10042800



INTREPID
PROCESS SOLUTIONS

DOCUMENT TRANSMITTAL

Client: Paleo Oil Company

Project Name: Sawbuck Road Crossing Permit Support

Project Number: 020322

Project Manager: William B. McNeel Jr.

Purchase Order Number: NTP - via email February 23, 2022 7:02 AM, From: Jonathan Floyd

Recipient: Jonathan Floyd

Transmittal Number: 020322-DM-LET-0002

Transmittal Date: 2/25/2022

No.	Document Number	Document Title	Rev.	Rev. Date	File Type	Issue Status	Comments
1	020322-ME-FRM-0001	Exhibit A (Gas Line)	0	2/25/2022	PDF	Issued for Information (IFI)	
2	020322-ME-FRM-0002	Exhibit A (Water Line)	0	2/25/2022	PDF	Issued for Information (IFI)	
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Exhibit A**High Pressure Pipeline – at or above 60 PSI**

NOTE: TXDOT has established a safety minimum for Barlow formulas. The Design Pressure (P) is required to be as close to 10% over the Maximum Operating Pressure/MAOP as possible. The Design Pressure can be greater than the 10%.

Barlow**CARRIER PIPE**

1. Outside Diameter <i>in.</i> (D)	<u>3.500"</u>
2. Wall Thickness <i>in.</i> (t)	<u>0.300"</u>
3. Material Specifications	<u>ASTM A106 GR. B SMLS</u>
4. Minimum Yield Strength (S)	<u>35,000 psi</u>
5. Design Factor (F)	<u>0.72</u>
6. Longitudinal/Seam Joint Factor (E)	<u>1.00</u>
7. Temperature Derating Factor (T)	<u>1.000</u>
8. Max. Operating Pressure/MAOP	<u>1,000</u>
9. Design Pressure (P)	<u>4,320 psi</u>

CASING PIPE

1. Outside Diameter <i>in.</i>	<u>8.625"</u>
2. Wall Thickness <i>in.</i>	<u>0.148"</u>
3. Material Specifications	<u>ASTM A106 GR. B</u>
4. Minimum Yield Strength	<u>35,000</u>

The pipeline material and design must meet minimum Federal Safety Standards stated in 49 CFR:

Gas Pipeline Part 192 subpart C

$$P = ((2 \times S \times (t/D)) \times F \times E \times T)$$

Design Factor (F): See § 192.111

Longitudinal Joint Factor (E): See § 192.113

Temperature Derating Factor (T): See § 192.115

Liquid Pipeline Part 195 subpart C

$$P = ((2 \times S \times (t/D)) \times E \times F)$$

Seam Joint Factor (E): See § 195.106

Design Factor (F): See § 195.106

Calculation for natural gas pipeline:

$$P = \frac{2St}{D} FET$$

$$P = \frac{2 \times 35,000 \text{ psi} \times 0.300"}{3.500"} \times 0.72 \times 1.00 \times 1.000$$

$$P = 4,320 \text{ psi}$$

The detailed design of the Paleo Oil Company pipeline crossing of I-45 in the vicinity of latitude 30°36'00"N longitude 95°30'19"W shall meet the requirements listed above.



Gregory O. Brown PE No. 125388

Exhibit A**High Pressure Pipeline – at or above 60 PSI**

NOTE: TXDOT has established a safety minimum for Barlow formulas. The Design Pressure (P) is required to be as close to 10% over the Maximum Operating Pressure/MAOP as possible. The Design Pressure can be greater than the 10%.

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4. Minimum Yield Strength (S)	<u>35,000 psi</u>
5. Design Factor (F)	<u>0.72</u>
6. Longitudinal/Seam Joint Factor (E)	<u>1.00</u>
7. Temperature Derating Factor (T)	<u>N/A</u>
8. Max. Operating Pressure/MAOP	<u>1,000</u>
9. Design Pressure (P)	<u>4,320 psi</u>

CASING PIPE

1. Outside Diameter <i>in.</i>	<u>8.625"</u>
2. Wall Thickness <i>in.</i>	<u>0.148"</u>
3. Material Specifications	<u>ASTM A106 GR. B</u>
4. Minimum Yield Strength	<u>35,000</u>

The pipeline material and design must meet minimum Federal Safety Standards stated in 49 CFR:

Gas Pipeline Part 192 subpart C

$$P = ((2 \times S \times (t/D)) \times F \times E \times T)$$

Design Factor (F): See § 192.111

Longitudinal Joint Factor (E): See § 192.113

Temperature Derating Factor (T): See § 192.115

Liquid Pipeline Part 195 subpart C

$$P = ((2 \times S \times (t/D)) \times E \times F)$$

Steam Joint Factor (E): See § 195.106

Design Factor (F): See § 195.106

Calculation for produced water pipeline:

$$P = \frac{2St}{D} FE$$

$$P = \frac{2 \times 35,000 \text{ psi} \times 0.300"}{3.500"} \times 0.72 \times 1.00$$

$$P = 4,320 \text{ psi}$$

The detailed design of the Paleo Oil Company pipeline crossing of I-45 in the vicinity of latitude 30°36'00"N longitude 95°30'19"W shall meet the requirements listed above.



Gregory O. Brown PE No. 125388

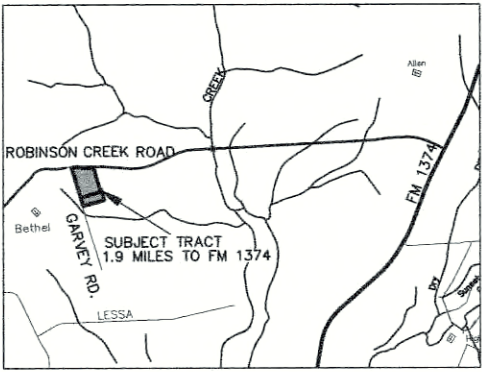


DISCLAIMER

This data has been compiled by Walker County using various official and unofficial sources. Although efforts have been made to ensure the accuracy of this data, no such guarantee is given or implied. Walker County makes no guarantee to the accuracy or completeness of the data, documents, or maps produced herefrom. This data and/or document may be inaccurate due to errors contained in the original sources or occurring through the digital formatting, printing, electronic transmission process, or the failure to include or otherwise cross-reference any updates or changes to the original sources, or for any other reason. The County specifically disclaims and accepts no responsibility for any errors or inaccuracies in the original sources, the conversion of such source into a digitalized format, the electronic transmission of such information, the failure to include or otherwise cross-reference any updates or changes to the original sources, and any other errors or omissions that may occur. This product and data included are for informational purposes only and may not have been prepared for or be suitable for legal, engineering or surveying purposes. They do not represent an on-the-ground survey and represent only the approximate relative location of features included in order to provide limited geographic reference use of this information is the sole responsibility of the user. Walker County assumes no liability for any errors, omissions, or inaccuracies in the information provided regardless of how caused or, for any decision made or action taken for any reason in reliance upon any information or data furnished herein.

SURVEYOR'S CERTIFICATE:
I, R. H. BONDS, R.P.L.S. NO. 5559, DO HEREBY CERTIFY THAT THIS PLAT IS A TRUE
REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT
THERE ARE NO ENCUMBRANCES ON THIS TRACT EXCEPT AS SHOWN HEREON.
THIS TRACT DOES NOT LIE WITHIN A DESIGNATED 100 YEAR FLOOD PLAIN ACCORDING TO
THE F.L.R.M. MAPS, COMMUNITY PANEL NO. 4947100305 D, EFFECTIVE APRIL 2011.

R. H. BONDS
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5559



VICINITY MAP

OWNERS OF
MEYSAM NASRI, SR.
LOT 34-A, 9.21 ACRES
PROPERTY ASSOCIATES SUBDIVISION
RECORDED IN DOCUMENT # 2022-80262
DEED RECORDS OF
WALKER COUNTY, TEXAS

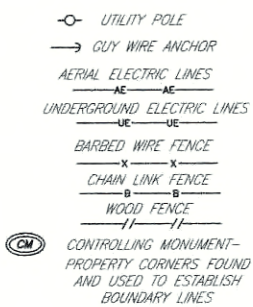
GENERAL NOTES:

THE FOLLOWING EASEMENTS & RESTRICTIONS
DO APPLY TO THIS TRACT:

1. ALL SETBACK LINES, EASEMENTS AND
RESTRICTIONS NOTED ON THE PLAT RECORDED
IN VOLUME 1, PAGE 153 OF THE PLAT RECORDS
OF WALKER COUNTY, TEXAS;

BEARINGS SHOWN HEREON ARE GRID NORTH
NAD 83 TEXAS CENTRAL ZONE 4203 EPOCH 2010

LEGEND



THE STATE OF TEXAS
COUNTY OF WALKER

OWNERS STATEMENT

I, MEYSAM NASRI, SR., OWNER OF THE PROPERTY IN THE ABOVE AND FOREGOING MAP DESIGNATED AS LOT 34-A, OF
PROPERTY ASSOCIATES SUBDIVISION ACCORDING TO THE RE-PLAT RECORDED IN DOC. # 2022-80262 OF THE D.R.W.C.T.,
WALKER COUNTY, TEXAS, DO HEREBY RE-PLAT SAID LOT 34-A, 9.21 ACRES, INTO LOT 34-A-1, 2.987 ACRES & LOT 34-A-2, 6.225
ACRES, IN THE WILLIAM ROBINSON SURVEY, A-43, WALKER COUNTY, TEXAS AND DEDICATE TO PUBLIC USE, THE STREETS,
ALLEYS, PARKS AND EASEMENTS SHOWN THEREON FOREVER AND DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES
OCCASIONED BY ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED
BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES, AND DO
HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO
DEDICATED.

FURTHER, ALL OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FORGOING PLAT SHALL BE RESTRICTED IN ITS USE
WHICH RESTRICTIONS SHALL RUN WITH THE TITLE TO THE PROPERTY AND SHALL BE ENFORCEABLE AT THE OPTION OF
GRIMES COUNTY, BY GRIMES COUNTY, OR WITH ANY CITIZEN, THEREOF, BY INJUNCTION.

1. THE DRAINAGE OF SEPTIC TANKS INTO ROAD, STREET, ALLEY OR OTHER PUBLIC DITCHES, EITHER DIRECTLY OR
INDIRECTLY IS STRICTLY PROHIBITED.

2. DRAINAGE STRUCTURES UNDER PRIVATE DRIVEWAYS SHALL HAVE A NET DRAINAGE OPENING AREA OF SUFFICIENT
SIZE TO PERMIT THE FREE FLOW OF WATER WITHOUT BACKWATER, AND SHALL BE A MINIMUM OF ONE AND THREE
QUARTERS, (1 3/4) SQUARE FEET (18 INCH DIAMETER PIPE CULVERT);

FURTHER, WE DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THE PLAT ARE ORIGINALLY
INTENDED FOR THE CONSTRUCTION OF RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR THE
SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY, UNLESS OTHERWISE NOTED.

WITNESS OUR HANDS WITH _____, WALKER COUNTY, TEXAS, THIS 24th DAY OF
JUNE 2022.

MEYSAM NASRI, SR. - OWNER

NOTARY PUBLIC ACKNOWLEDGEMENT:

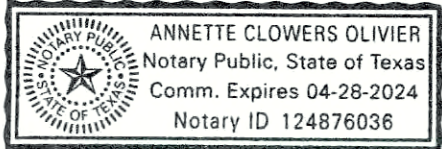
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 24th DAY OF JUNE, 2022.

BY: Annette C. Olivier
SIGNATURE

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S NAME: Annette C. Olivier

NOTARY'S COMMISSION EXPIRES: 4-28-2024



R.H. BONDS
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5559

R.H. BONDS
SURVEYING COMPANY, PLLC
Phone: 936-873-2800
Fax: 936-873-2803
Email: rhbonds@rhbonds.com
138 WEST APALONA AVENUE
P.O. BOX 404
ANDERSON, TEXAS 77830

JUNE 2022

RE-PLAT

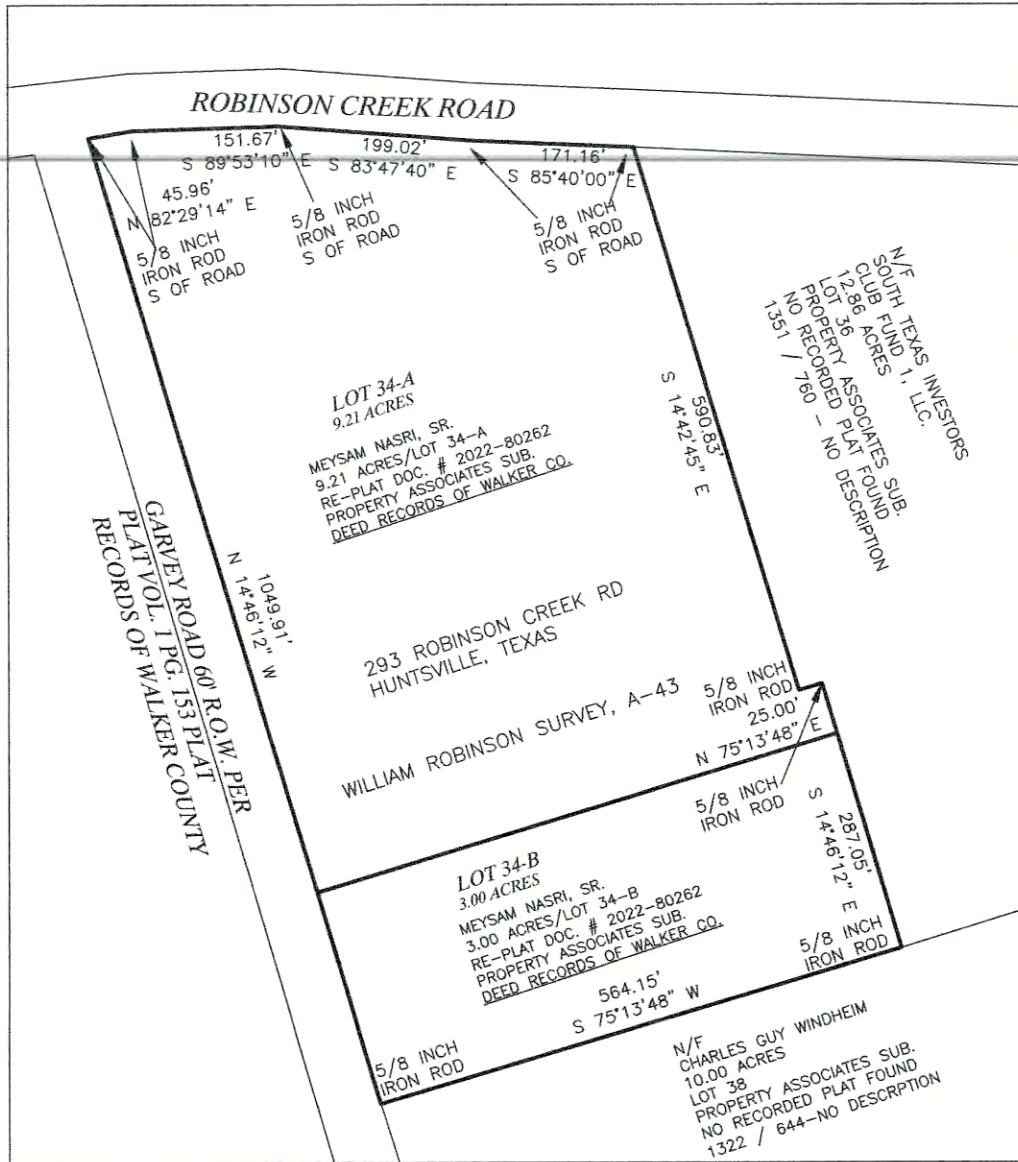
LOT 34 -A-1, 2.987 ACRES & 34-A-2, 6.225 ACRES

PROPERTY ASSOCIATES SUBDIVISION
AN UNRECORDED SUBDIVISION
WILLIAM ROBINSON SURVEY A-43
WALKER COUNTY, TEXAS

FORMERLY LOT 34-A - 9.21 ACRES
RE-PLAT -2022-80262 RECORDED IN
PLAT RECORDS OF WALKER CO.

ORIGINAL

LOT 34 -A-1, 9.21 ACRES



METES & BOUNDS LOT 34-A-1

LOT 34-A-1
METES AND BOUNDS DESCRIPTION
OF A 2.987 ACRE TRACT- OUT OF
9.21 ACRES- RE-PLAT OF LOT 34 A
OF THE UNRECORDED PROPERTY ASSOCIATES SUBDIVISION
IN THE WILLIAM ROBINSON SURVEY, A-43
WALKER COUNTY, TEXAS

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 2.987 ACRES OUT OF A CALLED 9.21 ACRE TRACT COMMONLY
KNOWN AS LOT 34-A OF THE UNRECORDED PROPERTY ASSOCIATES SUBDIVISION IN THE WILLIAM ROBINSON SURVEY, A-43,
WALKER COUNTY, TEXAS, ACCORDING TO THE RE-PLAT RECORDED IN DOC. # 2022-80262 OF THE PLAT RECORDS OF WALKER
COUNTY, TEXAS, AND OWNER STATED AS MEYSAM NASRI, SR., SAID 2.987 ACRES DESIGNATED AS LOT 34-A-1 ON THE RE-PLAT
PREPARED ON EVEN DATE HEREWITH AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD FOUND ON THE SOUTH RIGHT OF WAY, (R.O.W.) LINE OF ROBINSON ROAD (60 FT. R.O.W.) AT
ITS INTERSECTION WITH THE EAST R.O.W. LINE OF GARVEY ROAD (80 FT. R.O.W.) ACCORDING TO THE PLAT RECORDED IN
VOLUME 1, PAGE 153, OF THE PLAT RECORDS OF WALKER COUNTY, TEXAS, MARKING THE NORTHWEST CORNER OF SAID
PARENT 9.21 ACRE LOT 34-A AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED LOT 34-A-1;

THENCE ALONG THE SOUTH R.O.W. OF SAID ROBINSON ROAD, WITH THE NORTH BOUNDARY OF THE HEREIN DESCRIBED LOT
34-A-1 FOR THE FOLLOWING CALLS:

- **N 80°31'42" E**, FOR A DISTANCE OF **45.96 FEET** TO A 5/8 INCH IRON ROD;
- **N 88°12'53" E**, FOR A DISTANCE OF **151.69 FEET** TO A 5/8 INCH IRON ROD;
- **S 85°42'15" E**, FOR A DISTANCE OF **198.93 FEET** TO A 5/8 INCH IRON ROD;
- **S 87°29'17" E**, FOR A DISTANCE OF **171.16 FEET** TO A 5/8 INCH IRON ROD FOUND ON SAID R.O.W., MARKING THE
NORTHWEST CORNER OF A CALLED 12.86 ACRE TRACT COMMONLY KNOWN AS LOT 36 OF SAID UNRECORDED
SUBDIVISION AND DESCRIBED IN A DEED TO SOUTH TEXAS INVESTORS, CLUB FUND, LLC, RECORDED IN VOLUME 1351,
PAGE 780 OF THE DEED RECORDS OF WALKER COUNTY, TEXAS, (D.R.W.C.T.) AND THE NORTHEAST CORNER OF THE
HEREIN DESCRIBED TRACT;

THENCE **S 16°46'20" E**, ALONG THE WEST LINE OF SAID LOT 36 FOR A DISTANCE OF **96.59 FEET** TO A 5/8 INCH IRON ROD SET
MARKING THE NORTHEAST CORNER OF A 6.00 ACRE TRACT DESIGNATED AS LOT 34-A-2 ON SAID REPLAT PREPARED TO
ACCOMPANY THIS DESCRIPTION AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE **S 62°45'25" W**, ALONG THE COMMON BOUNDARY LINE OF LOT 34-A-1 AND LOT 34-A-2 FOR A DISTANCE OF **548.85 FEET**
TO A 5/8 INCH IRON ROD SET ON THE EAST R.O.W. LINE OF GARVEY ROAD MARKING THE SOUTHWEST CORNER OF THE HEREIN
DESCRIBED TRACT;

THENCE **N 16°42'40" W**, ALONG THE EAST R.O.W. OF GARVEY ROAD FOR A DISTANCE OF **369.44 FEET** TO THE **POINT OF
BEGINNING** CONTAINING IN ALL **2.987 ACRES** AS SURVEYED ON THE GROUND UNDER MY SUPERVISION IN JUNE 2022.

BEARINGS REFERENCED HEREIN ARE GRID NORTH NAD 83 TEXAS CENTRAL ZONE 4203 EPOCH 2010

R.H. BONDS R.P.L.S. 5559
ANDERSON, TEXAS

METES & BOUNDS LOT 34-A-2

LOT 34-A-2
METES AND BOUNDS DESCRIPTION
OF A 6.225 ACRE TRACT OUT OF
9.21 ACRES REPLAT OF LOT 34 A
OF THE UNRECORDED PROPERTY ASSOCIATES SUBDIVISION
IN THE WILLIAM ROBINSON SURVEY, A-43
WALKER COUNTY, TEXAS

ALL THAT CERTAIN TRACT OR PARCEL OF LAND CONTAINING 6.225 ACRES OUT OF A CALLED 9.21 ACRE TRACT
COMMONLY KNOWN AS LOT 34-A OF THE UNRECORDED PROPERTY ASSOCIATES SUBDIVISION IN THE WILLIAM ROBINSON
SURVEY, A-43, WALKER COUNTY, TEXAS, ACCORDING TO THE RE-PLAT RECORDED IN DOC. # 2022-80262 OF THE PLAT
RECORDS OF WALKER COUNTY, TEXAS, AND OWNER STATED AS MEYSAM NASRI, SR., SAID 6.225 ACRES DESIGNATED AS
LOT 34-A-2 ON THE REPLAT PREPARED ON EVEN DATE HEREWITH AND BEING FURTHER DESCRIBED BY METES AND
BOUNDS AS FOLLOWS:

BEGINNING AT 5/8 INCH IRON ROD FOUND ON THE EAST RIGHT OF WAY (R.O.W.) LINE OF GARVEY ROAD (80 FT. R.O.W.)
ACCORDING TO THE PLAT RECORDED IN VOLUME 1, PAGE 153, OF THE PLAT RECORDS OF WALKER COUNTY, TEXAS,
MARKING THE SOUTHWEST CORNER OF SAID 9.21 ACRE LOT 34-A AND **POINT OF BEGINNING** OF THE HEREIN DESCRIBED
LOT 34-A-2;

THENCE **N 16°42'40" W**, ALONG THE EAST R.O.W. LINE OF GARVEY ROAD FOR A DISTANCE OF **460.78 FEET** TO A 5/8 INCH
IRON ROD SET MARKING THE SOUTHEAST CORNER OF A 2.987 ACRE TRACT DESIGNATED AS LOT 34-A-1 ON SAID REPLAT
PREPARED TO ACCOMPANY THIS DESCRIPTION AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE **N 62°45'25" E**, ALONG THE SOUTH LINE OF SAID LOT 34-A-1 AND THE NORTH LINE OF THE HEREIN DESCRIBED LOT
FOR A DISTANCE OF **548.85 FEET** TO A 5/8 INCH IRON ROD SET ON THE WEST LINE OF A CALLED 12.86 ACRE TRACT
COMMONLY KNOWN AS LOT 36 OF SAID UNRECORDED SUBDIVISION AND DESCRIBED IN A DEED TO SOUTH TEXAS
INVESTORS CLUB FUND, LLC, RECORDED IN VOLUME 1351, PAGE 780 OF THE DEED RECORDS OF WALKER COUNTY,
TEXAS, (D.R.W.C.T.), MARKING THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE ALONG THE COMMON LINE OF SAID 12.86 ACRE LOT 36 AND THE HEREIN DESCRIBED LOT 34-A-2 FOR THE
FOLLOWING CALLS:

- **S 16°46'20" E**, FOR A DISTANCE OF **494.15 FEET** TO A 5/8 INCH IRON ROD;
- **N 72°44'15" E**, FOR A DISTANCE OF **25.11 FEET** TO A 5/8 INCH IRON ROD;
- **S 16°33'35" E**, FOR A DISTANCE OF **54.62 FEET** TO A 5/8 INCH IRON ROD FOUND MARKING THE NORTHEAST CORNER
OF A 3.00 ACRE TRACT DESIGNATED AS LOT 34-B ON THE ABOVE MENTIONED REPLAT RECORDED IN DOC. #
2022-80262 AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED LOT 34-A-2;

THENCE **S 73°01'44" W**, ALONG THE NORTH LINE OF SAID LOT 34-B FOR A DISTANCE OF **565.09 FEET** TO THE **POINT OF
BEGINNING** CONTAINING IN ALL **6.225 ACRES** AS SURVEYED ON THE GROUND UNDER MY SUPERVISION IN JUNE 2022.

BEARINGS REFERENCED HEREIN ARE GRID NORTH NAD 83 TEXAS CENTRAL ZONE 4203 EPOCH 2010

R.H. BONDS R.P.L.S. 5559
ANDERSON, TEXAS

STATE OF TEXAS
COUNTY OF WALKER

THIS IS TO CERTIFY THAT THE COMMISSIONERS COURT OF WALKER COUNTY, TEXAS HAS ON THIS

____ DAY OF _____, 2022, APPROVED THIS;

BY: ROBERT D. PIERCE -- COUNTY JUDGE BY: DANNY KUYKENDALL -- COMMISSIONER PRECINCT 1

BY: RONNIE WHITE -- COMMISSIONER PRECINCT 2 BY: BILL DAUGETTE -- COMMISSIONER PRECINCT 3

BY: JIMMY D. HENRY -- COMMISSIONER PRECINCT 4

SURVEYORS ACKNOWLEDGEMENT:

THIS IS TO CERTIFY THAT I, R.H. BONDS, A REGISTERED PROFESSIONAL LAND
SURVEYOR OF THE STATE OF TEXAS, REGISTRATION NO. 5559, HAVE PLATTED THE ABOVE PROPERTY FROM
AN ACTUAL SURVEY ON THE GROUND MEETING ALL MINIMUM STANDARDS AS SET FORTH BY THE TEXAS
BOARD OF PROFESSIONAL LAND SURVEYING; THAT ALL BLOCK CORNERS, ANGLE POINTS AND POINTS OF
CURVE ARE MARKED WITH IRON RODS 5/8 INCH IN DIAMETER, AND THAT THIS PLAT CORRECTLY
REPRESENTS THAT SURVEY MADE BY ME.

R.H. BONDS
REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5559