



WALKER COUNTY COMMISSIONERS COURT

1100 University Avenue
Huntsville, Texas 77340
936-436-4910



COLT CHRISTIAN

County Judge

DANNY KUYKENDALL
Commissioner, Precinct 1

RONNIE WHITE
Commissioner, Precinct 2

AGENDA
REGULAR SESSION
MONDAY, MAY 22, 2023
9:00 A.M.
ROOM 104

BILL DAUGETTE
Commissioner, Precinct 3

BRANDON DECKER
Commissioner, Precinct 4

CALL TO ORDER

- Announcement by the County Judge whether a quorum is present.
- Certification that public Notice of Meeting was given in accordance with the provisions of Section 551.001 et. Seq. of the Texas Government Code.

GENERAL ITEMS

- Prayer – Pastor James Necker
- Pledge of Allegiance
- Texas Pledge – “Honor the Texas Flag, I pledge allegiance to thee, Texas, one state under God, one and indivisible”
- Citizens Input – Agenda Items

CONSENT AGENDA

1. Approve minutes from Commissioners Court Regular Session on May 8, 2023.
2. Approve Disbursement Report for the period 5/8/23 – 5/12/23.
3. Approve Resolution 2023-74, amending the limit of the oversize vehicle width from 12 feet to 13 feet.
4. Approve Proclamation 2023-76, Walker County Elder Abuse Month, June 2023.
5. Approve 2024 Walker County Holiday Schedule.
6. Receive Financial Information as of May 16, 2023, for the fiscal year ending September 30, 2023.
7. Approve payment of claims and invoices submitted for payment.
8. Receive Technical Guidance Letter and Amendment to the Programmatic Agreement between GLO and the Texas Historical Commission (THC).
9. Receive Walker County Appraisal District monthly tax collection report for April 2023.
10. Receive Planning and Development Report for April 2023.
11. Receive Employee Injury Report.

STATUTORY AGENDA

Constable, Pct. 4

12. Discuss and take action on State Plan of Operation between the State of Texas and Walker County Precinct 4 Constable's Office in regards to Department of Defense excess property. – Constable Bartee

Jail

13. Discuss and take action on overage of Jail overtime budget, and determine funding source for amount needed. – Jennifer Lewman

District Clerk

14. Discuss and take action on the change of status for Deputy Clerk 4 position. Change of pay grade from 109 to 111. – Leslie Woolley

Auditor

15. Discuss and take action on Order 2023-78 amending the budget for the fiscal year ending September 30, 2023. – Patricia Allen

Commissioners Court

16. Discuss and take action on the appointment of David Price to the ESD 1 Board of Directors to fill the vacancy created by the resignation of a Board Member. – Commissioner Daugette
17. Discuss and take action on authorization of Walker County to apply for the TxVEMP All-Electric through TCEQ. – Commissioner Daugette
18. Workshop: Discussion of Walker County's policy on the acceptance of roads and how to manage new roads in the future. – Commissioner Daugette
19. Discuss and take action to transfer FAS# 12629 from Sheriff's Office to RB 4. – Commissioner Decker
20. Discuss and take action on the Monitoring Review Report issued by the Texas General Land office for Hurricane Harvey Grant No. 20-065-104-C279. – Judge Christian
21. Discuss and take action to issue 30-day notice to terminate C2360-21-006 Groundskeeping Services. – Judge Christian

Walker County Commissioners Court – Regular Session – May 22, 2023 – Agenda (cont'd)

22. Discuss and take action on participation in a proposed settlement agreement in the matter of Texas opioid multi-district litigation in the 152nd District Court of Harris County, Texas (MDL Master Cause No. 2018-63587). – Mike Park/Judge Christian
23. Discuss and take action on Texas Association of Counties (TAC) Property Renewals for July 2023-July 2024 at a cost of \$154,110 for Walker County coverage, and a cost of \$2,500 for 12th and 278th Judicial District CSCD coverage, with policy changes as noted. – Judge Christian

Planning and Development

24. Public hearing concerning [Plat # 2023-020] Re-Plat of Lots 5 and 6, Block 1, Section 5 of the Wildwood Shores Subdivision, Alexander Whittaker Survey, A-581 - North Forest Drive - Pct. 4 – Andy Isbell
25. Discuss and take action on [Plat # 2023-020] Re-Plat of Lots 5 and 6, Block 1, Section 5 of the Wildwood Shores Subdivision, Alexander Whittaker Survey, A-581 - North Forest Drive - Pct. 4 – Andy Isbell
26. Public hearing concerning [Plat # 2023-021] Re-Plat of Lots 22,23 and 24, Block 1, Section 8 of the Wildwood Shores Subdivision, Alexander Whittaker Survey, A-581 - North Forest Drive - Pct. 4 – Andy Isbell
27. Discuss and take action on [Plat # 2023-021] Re-Plat of Lots 22, 23 and 24, Block 1, Section 8 of the Wildwood Shores Subdivision, Alexander Whittaker Survey, A-581 - North Forest Drive - Pct. 4 – Andy Isbell
28. Public hearing concerning [Plat # 2023-024] Re-Plat of Lot 4, Block 2, Section 2 of the Lake Jackson Estates Subdivision, E.H. Grisham Survey, A-221 - Brandon Road - Pct. 3 – Andy Isbell
29. Discuss and take action on [Plat # 2023-024] Re-Plat of Lot 4, Block 2, Section 2 of the Lake Jackson Estates Subdivision, E.H. Grisham Survey, A-221 - Brandon Road - Pct. 3 – Andy Isbell
30. Discuss and take action of Greg Wilmeth request for variance to Section 3.36 of the Walker County Subdivision Regulations regarding groundwater certification requirements for proposed Woodhaven Subdivision Daniel J. Toler Survey, A-546 - Jones Road / Gregory lane - Pct. 4 – Andy Isbell
31. Discuss and take action on Brandon and Kayla Dobmeier request for Twelve (12) month extension for Development/OSSF Permit # 2022-0235. – Pct. 2 – Andy Isbell
32. Discuss and take action on Elmer Mejia request for Six (6) month extension for Development/OSSF Permit # 2020-0283. - Pct. 1 – Andy Isbell
33. Discuss and take action on William Clayton Colley request for variance to Section A1.5 of the Walker County Subdivision Regulations regarding Residential Rental Community Regulations in regards to Permit # 2022-0103. – Andy Isbell
34. Discuss and take action on John and Michele Czichos request for variance to Section 4.23 of the Walker County Subdivision Regulations regarding right of way lines in regards to [Plat # 2022-049] John and Michele Czichos 14.91 Acre Subdivision, Ethan Allen Survey, A-1 - FM 980 - Pct. 3 – Andy Isbell
35. Discuss and take action on John and Michele Czichos 14.91 Acre Subdivision [Plat # 2022-049] Ethan Allen Survey, A-1 - FM 980 - Pct. 3 – Andy Isbell
36. Discuss and take action on Rayford E. Johnson request for variance to Section 4.9 of the Walker County Subdivision Regulations regarding surveying entire parent tract boundary for [Plat # 2023-028] Rayford E. Johnson 16.681 Acre Subdivision, William Roark Survey, A-41 - Roberts Road - Pct. 2 – Andy Isbell
37. Discuss and take action on Rayford E. Johnson request for variance to Section B2.2 of the Walker County Subdivision Regulations regarding 3:1 lot depth to width ratio for [Plat # 2023-028] Rayford E. Johnson 16.681 Acre Subdivision, William Roark Survey, A-41 - Roberts Road - Pct. 2 – Andy Isbell
38. Discuss and take action on Waverly Manors at High Meadow Development, LLC request for variance to Section B2.2 of the Walker County Subdivision Regulations regarding 3:1 lot depth to width ratio for [Plat # 2023-010] The Manors Subdivision, Jose Maria De La Garza Survey, A-22 - SH 150 - Pct. 4 – Andy Isbell
39. Discuss and take action on Waverly Manors at High Meadow Development, LLC request for variance to Section B2.9 of the Walker County Subdivision Regulations regarding utility easement location for [Plat # 2023-010] The Manors Subdivision, Jose Maria De La Garza Survey, A-22 - SH 150 - Pct. 4 – Andy Isbell
40. Discuss and take action on Waverly Manors at High Meadow Development, LLC request for variance to Section B3.4.1 of the Walker County Subdivision Regulations regarding points of access for [Plat # 2023-010] The Manors Subdivision, Jose Maria De La Garza Survey, A-22 - SH 150 - Pct. 4 – Andy Isbell

EXECUTIVE SESSION

If during the course of the meeting covered by this notice, Commissioners Court shall determine that a closed meeting of the Court is required, then such closed meeting as authorized by Texas Government Code 551, subchapter D, will be held by the Commissioners Court at the date, hour, and place in this notice or as soon after the commencement of the meeting covered by this notice as the Commissioners Court may conveniently meet in such closed meeting concerning any and all subjects and for any and all purposes permitted by Chapter 551, subchapter D, inclusive of said Texas Government Code, including but not limited to:

Section 551.071 For the purpose of private consultation between the Commissioners Court and its attorney when the attorney's advice with respect to pending or contemplated litigation settlement offers, and matters where the duty of the Commissioners Court counsel to his client pursuant to the Code of Professional Responsibility of the State Bar of Texas clearly conflicts with the Open Meetings Act.

Walker County Commissioners Court – Regular Session – May 22, 2023 – Agenda (cont'd)

Section 551.072 For the purpose of discussion with respect to the purchase, exchange, lease, or value of real property, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person

Section 551.073 For the purpose of deliberation regarding prospective gifts or to deliberate a negotiated contract for prospective gift or donation to the Commissioners Court or Walker County, if deliberation in an open meeting would have a detrimental effect on the position of the Commissioners Court in negotiations with a third person.

Section 551.074 For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee, unless such officer or employee requests a public hearing.

Section 551.076 To discuss the deployment, or specific occasions for implementation of security personnel or devices.

Section 551.086 Deliberation regarding economic development negotiations.

INFORMATION ITEMS

- Public Comment – Non-agenda items
- Questions from the media
- Commissioners Court

ADJOURN

On this 19th day of May, 2023, the Executive Administrator to the County Judge filed this notice, and was posted at the main entrance of the Walker County Courthouse.



Colt Christian, County Judge

I, the undersigned County Clerk, do hereby state that the above Notice of Meeting of the above named Commissioners' Court, is a true and correct copy of said Notice, and I posted a true and correct copy of said Notice on the Courthouse Public Notices area of Huntsville, Walker County, Texas, at a place readily accessible to the general public at all times on the 19th day of May, 2023, and said Notice remained so posted continuously for at least 72 hours proceeding the scheduled time of said meeting.

Dated this 19th day of May, 2023.



Kari A. French, County Clerk

FILED FOR POSTING
At 8:50 o'clock AM

MAY 19 2023

KARI FRENCH, COUNTY CLERK
WALKER COUNTY, TEXAS
By  Deputy



MINUTES for Walker County Commissioners Court
REGULAR SESSION
Monday, May 8 2023, 9:00 a.m.



CALL TO ORDER

Be it remembered, Commissioners Court of Walker County was called to order by County Judge, Colt Christian at 9:00 a.m. in Commissioners Courtroom, 1st Floor, 1100 University Avenue, Huntsville Texas.

County Judge	Colt Christian	Present
Precinct 1, Commissioner	Danny Kuykendall	Present
Precinct 2, Commissioner	Ronnie White	Present
Precinct 3, Commissioner	Bill Daugette	Present
Precinct 4, Commissioner	Brandon Decker	Present

County Judge, Colt Christian stated a quorum was present. County Clerk, Kari French, certified the notice of the meeting was given in accordance with Section 551.001 of the Texas Government Code.

GENERAL ITEMS

Pledge of Allegiance and Texas Pledge were performed.
Prayer was led by Pastor, James Ray Necker.

CONSENT AGENDA

1. Approve minutes from Commissioners Court Regular Session on April 24, 2023.
2. Approve minutes from Commissioners Court Special Session on May 1, 2023.
3. Approve Walker County COVID-19 Disaster Declaration Extension.
4. Approve Disbursement Report for the period 4/24/23 – 5/02/23.
5. Approve GLO and HUD reports, GrantWorks/CDBG GLO Hurricane Harvey Grant Contract 20-065-104-C279 for March 2023.
6. Receive Financial Information as of May 2, 2023 for the fiscal year ending September 30, 2023.
7. Receive Financial Information as of the month ended March 31, 2023, for the fiscal year ending September 30, 2023.
8. Approve payment of claims and invoices submitted for payment.
9. Approve Resolution 2023-73, Application to the Texas Dept. of Transportation’s Alternatives Set-Aside Call for Projects.
10. Receive Huntsville Fire Department Report for February 2023.

Commissioner Decker asked to pull item 1 for discussion.
Judge Christian asked to pull item 3 for discussion.
Commissioner White asked to pull item 8 for discussion.

MOTION: Made by Commissioner Daugette to APPROVE Consent Agenda with items 1, 3 and 8 pulled for discussion.
SECOND: Made by Commissioner Kuykendall.
VOTE: Motion carried unanimously.

- (1) Approve minutes from Commissioners Court Regular Session on April 24, 2023.
Commissioner Decker discussed his question on item number 30.

MOTION: Made by Commissioner Decker to APPROVE Commissioners Court Regular Session on April 24, 2023 as presented.
SECOND: Made by Commissioner White.
VOTE: Motion carried unanimously.

- (3) Approve Walker County COVID-19 Disaster Declaration Extension.
Judge Christian discussed his questions.

MOTION: Made by Judge Christian to APPROVE Walker County COVID-19 Disaster Declaration Extension.
SECOND: Made by Commissioner White.
VOTE: Motion carried unanimously.

- (8) Approve payment of claims and invoices submitted for payment.
Commissioner White discussed his questions.

MOTION: Made by Commissioner White to APPROVE payment of claims and invoices submitted for payment as presented.

SECOND: Made by Commissioner Kuykendall.

VOTE: Motion carried unanimously.

STATUTORY AGENDA

Emergency Management

11. Discuss and take action to procure Bedias Creek Flood Gauge, GLO Contract# 20-065-104-C279, Sole Source, High Sierra Electronics, Inc.
Butch Davis presented information.

MOTION: Made by Judge Christian to APPROVE to procure Bedias Creek Flood Gauge, GLO Contract# 20-065-104-C279, Sole Source, High Sierra Electronics, Inc.

SECOND: Made by Commissioner Daugette.

VOTE: Motion carried unanimously.

Purchasing

12. Discuss and take action on disposal of surplus Toughbooks assigned to the Sheriff's Office.
Charlsa Dearwester presented information.

MOTION: Made by Commissioner White to APPROVE disposal of surplus Toughbooks assigned to the Sheriff's Office.

SECOND: Made by Judge Christian.

VOTE: Motion carried unanimously.

Information Technology

13. Discuss and take action on approval of ARCTIC IT master agreement for services under GSA Contract# GS-35F-192DA and authorize Statements of Work within allocated funds.
County Auditor, Patricia Allen presented information.

MOTION: Made by Commissioner Kuykendall to APPROVE ARCTIC IT master agreement for services under GSA Contract# GS-35F-192DA and authorize Statements of Work within allocated funds.

SECOND: Made by Commissioner White.

VOTE: Motion carried unanimously.

Commissioners Court

14. Discuss and take action on scope of work for Tam Rd Parking lot Repairs.
Commissioner White presented information. Larry Whitner also spoke regarding the repairs.

MOTION: Made by Commissioner White to APPROVE scope of work for Tam Rd Parking lot Repairs.

SECOND: Made by Commissioner Kuykendall.

VOTE: Motion carried unanimously.

15. Discuss and take action on imposing a moratorium on new subdivision standards adopted by the Commissioners Court on April 24, 2023.

ACTION: Commissioner Daugette asked to PASS on this item until the end of Court.
(See end of Minutes for Action on this item)

16. Discuss and take action on Resolution 2023-74, Establishing Oversize Vehicle Limit.
Commissioner Decker presented information. There was discussion on this. Assistant DA, Quinten Russell stated this is a request for TxDOT.

MOTION: Made by Commissioner Decker to APPROVE Resolution 2023-74, Establishing Oversize Vehicle Limit.

SECOND: Made by Commissioner Daugette.

VOTE: Motion carried unanimously.

17. Discuss and take action on resolution and conditional approval of Change Order No. 2, to Slott Construction, Inc., for Walker County Hurricane Harvey CDBG Roads, pending GLO approval – Precinct 4 (GLO State Contract No. 20-065-104-C279).
Commissioner Decker presented information. Johnny Green with Bleyl Engineering presented the change order and resolution.

MOTION: Made by Commissioner Decker to APPROVE (GLO State Contract No. 20-065-104-C279).
SECOND: Made by Commissioner White.
VOTE: Motion carried unanimously.

There was discussion among the Court.

AMENDED MOTION: Made by Commissioner Decker to APPROVE resolution and conditional approval of Change Order No. 2, to Slott Construction, Inc., for Walker County Hurricane Harvey CDBG Roads, pending GLO approval – Precinct 4 (GLO State Contract No. 20-065-104-C279).
SECOND: Made by Commissioner White.
VOTE: Motion carried unanimously.

18. Discuss and take action on Courthouse beautification plans.
Judge Christian presented information.

MOTION: Made by County Judge to APPROVE Courthouse beautification plans, not to exceed \$ 10,000.00 from budgeted funds.
SECOND: Made by Commissioner White.
VOTE: Motion carried unanimously.

Planning and Development

19. Public hearing concerning Plat # 2023-014, Re-Plat of Lots 16 and 17, Block 2, Section 5 of the Wildwood Shores Subdivision, Alexander Whittaker Survey, A-581 - Sunny Hill Lane - Pct. 4.

ACTION: Public Hearing opened at 9:29 a.m.
Andy Isbell presented information.
ACTION: Public Hearing closed at 9:30 a.m.

20. Discuss and take action on Rex and Reeci Johnson request for variance to Section(s) B2.7 and B2.9 of the Walker County Subdivision Regulations regarding minimum building setback line and utility easement for Plat # 2023-014, Re-Plat of Lot(s) 16 and 17, Block 2, Section 5 of the Wildwood Shores Subdivision, Alexander Whittaker Survey, A-581 - Sunny Hill Lane - Pct. 4.
Andy Isbell presented information.

MOTION: Made by Commissioner Decker to APPROVE Rex and Reeci Johnson request for variance to Section(s) B2.7 and B2.9 of the Walker County Subdivision Regulations regarding minimum building setback line and utility easement for Plat # 2023-014, Re-Plat
SECOND: Made by Commissioner Daugette.
VOTE: Motion carried unanimously.

21. Discuss and take action on Plat # 2023-014, Re-Plat of Lots 16 and 17, Block 2, Section 5 of the Wildwood Shores Subdivision, Alexander Whittaker Survey, A-581 - Sunny Hill Lane - Pct. 4.
Andy Isbell presented information.

MOTION: Made by Commissioner Decker to APPROVE Plat # 2023-014, Re-Plat.
SECOND: Made by Commissioner Daugette.
VOTE: Motion carried unanimously.

22. Public hearing concerning Plat # 2023-007, Re-Plat of Lot(s) 2A and 2B of the Joyce Moore 5.996 Acre Subdivision, Juan Jose Sanchez Survey, A-46 - FM 1696 W and Hopewell Road - Pct. 2.
Andy Isbell presented information.

ACTION: Public Hearing opened at 9:30 a.m.
Andy Isbell presented information.
ACTION: Public Hearing closed at 9:33 a.m.

23. Discuss and take action on Joyce A. Moore request for variance to Section B2.2 of the Walker County Subdivision Regulations regarding 3:1 lot depth to width ratio for Plat # 2023-007, Re-Plat of Lot(s) 2A and 2B of the Joyce Moore 5.996 Acre Subdivision, Juan Jose Sanchez Survey, A-46 - FM 1696 W and Hopewell Road - Pct. 2.

Andy Isbell Presented information.

MOTION: Made by Commissioner White to APPROVE request for variance to Section B2.2 of the Walker County Subdivision Regulations regarding 3:1 lot depth to width ratio for Plat # 2023-007, Re-Plat

SECOND: Made by Commissioner Kuykendall.

VOTE: Motion carried unanimously.

24. Discuss and take action on Plat # 2023-007, Re-Plat of Lot(s) 2A and 2B of the Joyce Moore 5.996 Acre Subdivision, Juan Jose Sanchez Survey, A-46 - FM 1696 W and Hopewell Road - Pct. 2.

Andy Isbell presented information.

MOTION: Made by Commissioner White to APPROVE Plat # 2023-007, Re-Plat of Lot(s) 2A and 2B of the Joyce Moore 5.996 Acre Subdivision, Juan Jose Sanchez Survey, A-46 - FM 1696 W and Hopewell Road - Pct. 2.

SECOND: Made by Commissioner Daugette.

VOTE: Motion carried unanimously.

25. Discuss and take action of Greg Wilmeth request for variance to Section 3.36 of the Walker County Subdivision Regulations regarding groundwater certification requirements for proposed Woodhaven Subdivision Daniel J. Toler Survey, A-546 - Jones Road / Gregory lane - Pct. 4.

Andy Isbell presented information. Zach Collins with Bluebonnet spoke regarding the groundwater study. Dr. Bill Hutchison, Bluebonnet's District Consulting Engineer spoke about the future of the water table and the analysis he presented to Court. Mike Namken spoke regarding the request.

MOTION: Made by Commissioner Decker to DISAPPROVE request for variance to Section 3.36 of the Walker County Subdivision Regulations regarding groundwater certification requirements for proposed Woodhaven Subdivision with the option for requestor to bring back to Court with the fee being waived.

SECOND: Made by Commissioner White

VOTE: Motion carried unanimously.

26. Discuss and take action on Akshar Kapadia request for variance to Section B12.8 of the Walker County Subdivision Regulations regarding Detention Facilities for proposed 190 RV Park, John Caruthers League, A-9 US 190 - Pct. 4.

Andy Isbell presented information.

MOTION: Made by Commissioner Decker to DISAPPROVE request for variance to Section B12.8 of the Walker County Subdivision Regulations regarding Detention Facilities for proposed 190 RV Park.

SECOND: Made by Commissioner Daugette.

VOTE: Motion carried unanimously.

27. Discuss and take action on Mid-South Utility Installation Request for 14.4 Kv electric utility power line, Hall Road - Pct. 1.

Andy Isbell presented information.

MOTION: Made by Commissioner Kuykendall to APPROVE Mid-South Utility Installation Request for 14.4 Kv electric utility power line, Hall Road - Pct. 1.

SECOND: Made by Commissioner Decker.

VOTE: Motion carried unanimously.

28. Discuss and take action on Top Diamond Investment Group, LLC request for Twelve (12) month extension for Development/On-Site Wastewater Permit(s) # 2020-0007, # 2020-0146, # 2020-0147, # 2020-0148, and # 2020-0149.

Andy Isbell presented information.

MOTION: Made by Commissioner Daugette to APPROVE Top Diamond Investment Group, LLC request for Twelve (12) month extension for Development/On-Site Wastewater Permit(s) # 2020-0007, # 2020-0146, # 2020-0147, # 2020-0148, and # 2020-0149.

SECOND: Made by Commissioner White.

VOTE: Motion carried unanimously.

29. Discuss and take action on Sara Beth Ellisor request for Twelve (12) month extension for Development/OSSF Permit # 2022-0004.

Andy Isbell presented information.

MOTION: Made by Commissioner Decker to APPROVE on Sara Beth Ellisor request for Twelve (12) month extension for Development/OSSF Permit # 2022-0004.
SECOND: Made by Judge Christian.
VOTE: Motion carried unanimously.

30. Discuss and take action on Darsh Enterprise, LLC request for variance to On-Site Sewage Facility Regulations of Walker County regarding Chapter 285 Table X creek setback for Permit Application # 2020-0011.

Andy Isbell presented information.

Glen Jones – J4 Engineering spoke regarding the request.

Andy Evans – 4A Septic, sewer contractor also spoke regarding the request.

MOTION: Made by Commissioner Daugette to DENY request for variance to On-Site Sewage Facility Regulations of Walker County regarding Chapter 285 Table X creek setback for Permit Application # 2020-0011. The Court directs the requestor to return to Court with some different ideas with the fee waived.
SECOND: Made by Commissioner White.
VOTE: Motion carried unanimously.

31. Discuss and take action on Texas Grand Ranch I, LLC request for letter of No Objection to utilize High Density Polyethylene (HDPE) Drainage Culverts in the public right-of-way within the Texas Grand Ranch Phase 3 development also known as Estates of Texas Grand Ranch in the E.T.J. of City of Huntsville.

Andy Isbell presented information.

MOTION: Made by Judge Christian to APPROVE Texas Grand Ranch I, LLC request for letter of No Objection to utilize High Density Polyethylene (HDPE) Drainage Culverts in the public right-of-way within the Texas Grand Ranch Phase 3 development also known as Estates of Texas Grand Ranch in the E.T.J. of City of Huntsville.
SECOND: Made by Commissioner White.
VOTE: Motion carried unanimously.

32. Discuss and take action on Texas Mijen Enterprises, LLC request for variance(s) for the My Family RV Park William Lindley Survey, A-323, US 190, Pct. 3.

Andy Isbell presented information.

MOTION: Made by Commissioner Daugette to APPROVE Texas Mijen Enterprises, LLC request for variance(s) for the My Family RV Park William Lindley Survey, A-323, US 190, Pct. 3., as presented in the letter from GLS with recommendations for each variance included.
SECOND: Made by Commissioner Decker.
VOTE: Motion carried unanimously.

33. Discuss and take action on Texas Grand Ranch I, LLC request to obtain a letter of No Objection for the proposed Lonestar Road in Texas Grand Ranch Phase 3 also known as the Estates of Texas Grand Ranch.

Andy Isbell presented information.

ACTION: PASS until reconvene after 1pm
(See end of Minutes for Action on this item)

County Judge Colt Christian, recessed the Court at 10:38 a.m.

County Judge Colt Christian, reconvened back to Regular Session 10:44 a.m.

EXECUTIVE SESSION

ACTION: County Judge, Colt Christian called Executive Session under **Section 551.071** at 10:45 a.m.

ACTION: County Judge, Danny Pierce reconvened back in to Regular Session at 11:27 a.m.

County Judge Colt Christian, went back to item 15.

15. Discuss and take action on imposing a moratorium on new subdivision standards adopted by the Commissioners Court on April 24, 2023.
County Judge Colt Christian, came back to this item after Executive Session.

Commissioner Daugette made first Motion.

- MOTION:** Made by Commissioner Daugette to APPROVE that the Court delay the imposition of the 80’ road frontage rule so that we can poll local developers and builders like we did before and learn how the change will impact future subdivision development in the County.
- SECOND:** Made by Commissioner Kuykendall.
- OPPOSED:** Judge Christian
Commissioner White
Commissioner Decker
- VOTE:** Motion failed.

Commissioner Daugette made second Motion.

- MOTION:** Made by Commissioner Daugette to APPROVE that the Court delay the imposition of the 160’ minimum lot depth.
- SECOND:** Made by Commissioner Kuykendall.

There was discussion among the Court.

- OPPOSED:** Judge Christian
Commissioner White
Commissioner Decker
- VOTE:** Motion failed.

County Judge Colt Christian, recessed the Court at 11:40 a.m.
County Judge Colt Christian, reconvened back to Regular Session 1:04 a.m.

34. Discuss and take action on Texas Grand Ranch I, LLC request to obtain a letter of No Objection for the proposed Lonestar Road in Texas Grand Ranch Phase 3 also known as the Estates of Texas Grand Ranch.
David Beesly, PE Transportation Director, Bleyl Engineering gave an explanation of the No Objection letter.

- MOTION:** Made by Commissioner Decker to Authorize the County Judge to sign a letter of No Objection with bullet points from letter from Blyel Engineering provided in the back-up.
- SECOND:** Made by Commissioner Kuykendall.
- OPPOSED:** Commissioner Daugette
- VOTE:** Motion Passes.

PUBLIC PARTICIPATION

ACTION: *County Judge, Colt Christian adjourned the meeting at 1:44 p.m.*

I, Kari A. French, County Clerk of Walker County, Texas, do hereby certify that these Commissioners Court Minutes are a true and correct record of the proceedings from the Meeting on May 8, 2023.

Walker County Clerk, Kari A. French

Walker County Judge, Colt Christian

Date Minutes Approved by Commissioners Court

Disbursement Report 05/08/2023-05/12/2023

Payment Journal DISB1 05/08/2023 6,208.36

Payment Journal DISB 05/08/2023 1,173,884.44

Payment Journal DISB 05/12/2023 84,800.00

ACH PAYMENTS

ACH TOT 05/09/2023 58,233.66

ACH 05/09/2023 47,895.32

Payroll

Credit from Reliable Auto Parts 543.14

DNP:

IRS FICA 05/12/2023 143087.34

Nationwide 05/12/2023 1935.5

IRS 05/12/2023 87181.43

Child Support 05/12/2023 3889.93

Check register and eft/draft Total	1,607,659.12
Dynamics Total	(\$1,607,659.12)
- difference -**	-
Total Disbursement	\$ 1,607,659.12

05/08/2023- 05/12/2023

<u>DatePaid</u>	<u>CheckReference</u>	<u>Vendor</u>	<u>CostCenter</u>	<u>Amount</u>
5/8/2023	249918	10269-AT&T	SPU - State General Allocation	312.20
5/8/2023	249918	10269-AT&T	SPU Civil Division	312.19
5/8/2023	249919	10269-AT&T	Centralized Costs	1,018.29
5/8/2023	249920	10269-AT&T	Centralized Costs	946.61
5/8/2023	249920	10269-AT&T	Emergency Operations	444.51
5/8/2023	249920	10269-AT&T	Juvenile Probation Support - General Fund	98.78
5/8/2023	249920	10269-AT&T	Walker County EMS - Emergency Services	159.17
5/8/2023	249921	10542-Perdue Brandon Fielder Collins & Mott LLP	Balance Sheet Accounts	1,278.00
5/8/2023	249922	13563-Piney Woods Sanitation, Inc.	Justice of Peace Precinct 3	85.50
5/8/2023	249923	13563-Piney Woods Sanitation, Inc.	Weigh Station Utilites and Services	50.88
5/8/2023	249924	10732-Quadient Leasing USA, Inc.	Centralized Costs	602.23
5/8/2023	249925	11816-Texas Department of Motor Vehicles	SPU - State General Allocation	7.50
5/8/2023	249926	10376-Texas Parks & Wildlife	Balance Sheet Accounts	56.10
5/8/2023	249927	10376-Texas Parks & Wildlife	Balance Sheet Accounts	133.45
5/8/2023	249928	10376-Texas Parks & Wildlife	Balance Sheet Accounts	133.45
5/8/2023	249929	10376-Texas Parks & Wildlife	Balance Sheet Accounts	78.20
5/8/2023	249930	10376-Texas Parks & Wildlife	Balance Sheet Accounts	133.45
5/8/2023	249931	10376-Texas Parks & Wildlife	Balance Sheet Accounts	133.45
5/8/2023	249932	10376-Texas Parks & Wildlife	Balance Sheet Accounts	87.55
5/8/2023	249933	10376-Texas Parks & Wildlife	Balance Sheet Accounts	103.70
5/8/2023	249934	10376-Texas Parks & Wildlife	Balance Sheet Accounts	33.15
5/8/2023	249935	10900-Aflac	Balance Sheet Accounts	12,280.34
5/8/2023	249935	10900-Aflac	Centralized Costs	-0.02
5/8/2023	249936	13382-Appriss Insights, LLC	Criminal District Attorney	4,376.31
5/8/2023	249937	12514-AT&T Mobility	Emergency Operations	22.20
5/8/2023	249937	12514-AT&T Mobility	Planning and Development	73.28
5/8/2023	249937	12514-AT&T Mobility	Road and Bridge Precinct 1	22.20
5/8/2023	249937	12514-AT&T Mobility	Road and Bridge Precinct 2	22.20
5/8/2023	249937	12514-AT&T Mobility	Road and Bridge Precinct 3	20.00
5/8/2023	249937	12514-AT&T Mobility	SPU Civil Division	113.61
5/8/2023	249937	12514-AT&T Mobility	SPU Juvenile Division	35.97
5/8/2023	249937	12514-AT&T Mobility	Voter Registration	22.20
5/8/2023	249938	12515-AT&T Mobility	Emergency Operations	37.00

5/8/2023	249939	12516-AT&T Mobility	Emergency Operations	37.00
5/8/2023	249940	12518-AT&T Mobility	Road and Bridge Precinct 4	71.37
5/8/2023	249941	10250-AT&T Mobility	Sheriff	111.11
5/8/2023	249941	10250-AT&T Mobility	Walker County EMS - Emergency Services	179.44
5/8/2023	249942	13614-Auto Parts of Huntsville, Inc	County Jail	20.99
5/8/2023	249942	13614-Auto Parts of Huntsville, Inc	Road and Bridge Precinct 2	21.51
5/8/2023	249942	13614-Auto Parts of Huntsville, Inc	Road and Bridge Precinct 2	14.99
5/8/2023	249942	13614-Auto Parts of Huntsville, Inc	Road and Bridge Precinct 3	138.18
5/8/2023	249942	13614-Auto Parts of Huntsville, Inc	Road and Bridge Precinct 3	410.06
5/8/2023	249942	13614-Auto Parts of Huntsville, Inc	Road and Bridge Precinct 3	2.53
5/8/2023	249942	13614-Auto Parts of Huntsville, Inc	Sheriff	818.00
5/8/2023	249942	13614-Auto Parts of Huntsville, Inc	Sheriff	217.76
5/8/2023	249943	12702-Barsh Auto, LLC	Road and Bridge Precinct 4	1,888.02
5/8/2023	249944	10629-Bennett Law Office PC	12th Judicial District Court	2,150.00
5/8/2023	249944	10629-Bennett Law Office PC	278th Judicial District Court	200.00
5/8/2023	249944	10629-Bennett Law Office PC	County Court at Law	2,100.00
5/8/2023	249945	10928-Bennie Wiley Paint Contractor	County Facilities	3,200.00
5/8/2023	249946	13173-Blades Group, LLC	Road and Bridge Precinct 4	992.00
5/8/2023	249947	10361-Bound Tree Medical, LLC	Walker County EMS - Emergency Services	55.95
5/8/2023	249948	10488-Brazos County Sheriff's Office	County Jail	350.00
5/8/2023	249949	13289-Cain Law, PLLC	County Court at Law	3,500.00
5/8/2023	249950	11066-Canon Solutions America, Inc.	County Jail	227.98
5/8/2023	249950	11066-Canon Solutions America, Inc.	Emergency Operations	35.29
5/8/2023	249951	10036-CenterPoint Energy	Adult Probation Support- General Fund	69.75
5/8/2023	249951	10036-CenterPoint Energy	County Facilities	631.61
5/8/2023	249951	10036-CenterPoint Energy	County Jail	1,812.44
5/8/2023	249951	10036-CenterPoint Energy	Facilities-Justice Center Municipal Allocation	8.19
5/8/2023	249951	10036-CenterPoint Energy	Juvenile Probation Support - General Fund	85.34
5/8/2023	249951	10036-CenterPoint Energy	Road and Bridge Precinct 1	49.84
5/8/2023	249951	10036-CenterPoint Energy	Walker County Central Dispatch Services	3.65
5/8/2023	249951	10036-CenterPoint Energy	Walker County EMS - Emergency Services	50.72
5/8/2023	249952	12183-Choate, Jack	SPU - State General Allocation	192.00
5/8/2023	249953	12490-Cintas Corporation #2	Road and Bridge Precinct 3	5.56
5/8/2023	249953	12490-Cintas Corporation #2	Road and Bridge Precinct 3	145.23

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5/8/2023	249954	10636-Citibank (South Dakota), NA	SPU Juvenile Division	102.10
5/8/2023	249954	10636-Citibank (South Dakota), NA	SPU Juvenile Division	184.95
5/8/2023	249955	10442-City Electric Supply	County Facilities	62.88
5/8/2023	249956	10021-City of New Waverly	Road and Bridge Precinct 4	128.75
5/8/2023	249957	10022-Cleveland Asphalt	Road and Bridge Precinct 3	27,206.05
5/8/2023	249957	10022-Cleveland Asphalt	Road and Bridge Precinct 4	2,346.43
5/8/2023	249958	10024-Colonial Life & Accident Insurance Company	Balance Sheet Accounts	226.90
5/8/2023	249958	10024-Colonial Life & Accident Insurance Company	Centralized Costs	-0.03
5/8/2023	249959	10588-Compass Reporting Group	SPU Civil Division	424.50
5/8/2023	249960	10245-Corrections Software Solutions, LP	Adult Basic Supervision	750.00
5/8/2023	249960	10245-Corrections Software Solutions, LP	Adult Probation Support- General Fund	2,235.00
5/8/2023	249961	13670-Cowboy Contractors, LLC	County Facilities	4,100.40
5/8/2023	249962	13666-Crafco, Inc.	Road and Bridge Precinct 1	6,127.83
5/8/2023	249962	13666-Crafco, Inc.	Road and Bridge Precinct 2	4,637.65
5/8/2023	249962	13666-Crafco, Inc.	Road and Bridge Precinct 3	4,652.76
5/8/2023	249963	11041-Cravey, James	Adult Basic Supervision	35.37
5/8/2023	249964	10831-Cross, Shellie M	Adult Basic Supervision	41.92
5/8/2023	249965	13299-D. Scott Hughes	Adult Substance Abuse Services	1,800.00
5/8/2023	249966	10051-Dearborn National Life Insurance Co	Balance Sheet Accounts	36.52
5/8/2023	249967	11349-Dewalt, Katrina	Adult Basic Supervision	56.33
5/8/2023	249968	13251-Direct Energy Business, LLC	SPU Juvenile Division	180.07
5/8/2023	249969	10667-Don Yates, Inc.	Weigh Station Utilites and Services	1,200.00
5/8/2023	249970	10441-Elliott Electric Supply	County Facilities	351.73
5/8/2023	249971	11390-Ellis D. Walker Trucking, LLC	Road and Bridge Precinct 1	9,594.20
5/8/2023	249971	11390-Ellis D. Walker Trucking, LLC	Road and Bridge Precinct 2	12,302.64
5/8/2023	249972	13416-Emergicon, LLC	Walker County EMS - Emergency Services	19,216.49
5/8/2023	249973	12271-Enterprise Rent a Car	Sheriff	1,379.00
5/8/2023	249974	10795-Faseler, Erin K	SPU Civil Division	379.00
5/8/2023	249975	10038-Federal Express Corporation	SPU - State General Allocation	54.13
5/8/2023	249975	10038-Federal Express Corporation	SPU Civil Division	17.56
5/8/2023	249976	13662-Fort Bend Medical Examiner	Centralized Costs	5,200.00
5/8/2023	249977	10408-Galls, LLC	County Jail	98.39
5/8/2023	249977	10408-Galls, LLC	Sheriff	66,821.52
5/8/2023	249978	10799-Gault, Marc F	SPU Civil Division	232.00

5/8/2023	249979	12284-Goodwin-Lasiter, Inc.	ARP-Public Safety	2,750.00
5/8/2023	249979	12284-Goodwin-Lasiter, Inc.	Centralized Costs	400.00
5/8/2023	249980	12922-Grier, Christopher	12th Judicial District Court	1,100.00
5/8/2023	249980	12922-Grier, Christopher	278th Judicial District Court	1,200.00
5/8/2023	249981	11776-GTS Technology Solutions, Inc.	Emergency Operations	1,603.43
5/8/2023	249981	11776-GTS Technology Solutions, Inc.	Support Personnel -DPS	1,603.43
5/8/2023	249982	11776-GTS Technology Solutions, Inc.	County Auditor	4,930.15
5/8/2023	249983	10487-Hardy Law Firm, PC	278th Judicial District Court	600.00
5/8/2023	249984	13989-Heritage Oak Funeral Home, Inc.	Centralized Costs	1,250.00
5/8/2023	249985	13765-Hersom Law Firm	County Court at Law	1,000.00
5/8/2023	249986	13055-Hoeser, Bonner	Road and Bridge Precinct 4	6,670.00
5/8/2023	249987	10317-Home Depot	County Facilities	129.00
5/8/2023	249987	10317-Home Depot	County Facilities	372.36
5/8/2023	249987	10317-Home Depot	County Facilities	197.63
5/8/2023	249987	10317-Home Depot	Walker County EMS - Emergency Services	279.00
5/8/2023	249987	10317-Home Depot	Walker County EMS - Emergency Services	159.00
5/8/2023	249988	11389-Huntsville A-1 Tire Repair, LLC	Road and Bridge Precinct 2	39.00
5/8/2023	249988	11389-Huntsville A-1 Tire Repair, LLC	Road and Bridge Precinct 3	39.00
5/8/2023	249989	10067-Huntsville Truck & Tractor, Inc.	Road and Bridge Precinct 3	351.90
5/8/2023	249990	10219-Huntsville-Walker County Crime Stoppers	Balance Sheet Accounts	3,336.81
5/8/2023	249991	12531-James, Reynolds & Spiegelhauer	County Court at Law	3,050.00
5/8/2023	249992	10800-Janis, Jacklyn N	SPU Civil Division	256.00
5/8/2023	249993	10483-Jason Dunham PhD.	SPU Civil Division	875.00
5/8/2023	249994	10474-Judicial Dialog Systems	SPU - State General Allocation	1,442.95
5/8/2023	249994	10474-Judicial Dialog Systems	SPU Juvenile Division	1,443.00
5/8/2023	249995	13782-Kirby-Smith Machinery, Inc.	Road and Bridge Precinct 4	229.80
5/8/2023	249996	10997-Klawinsky, Amy	County Treasurer	337.68
5/8/2023	249997	12724-Knife River Corporation South	Road and Bridge Precinct 1	4,580.52
5/8/2023	249997	12724-Knife River Corporation South	Road and Bridge Precinct 3	13,192.41
5/8/2023	249998	12693-Kofile, Inc.	County Clerk	5,558.32
5/8/2023	249999	10513-Law Office of Clint F. Sare	12th Judicial District Court	1,998.00
5/8/2023	250000	11811-Law Office of Joseph W Krippel	12th Judicial District Court	1,650.00
5/8/2023	250000	11811-Law Office of Joseph W Krippel	278th Judicial District Court	1,200.00
5/8/2023	250000	11811-Law Office of Joseph W Krippel	County Court at Law	4,200.00

5/8/2023	250000	11811-Law Office of Joseph W Krippel	Courts-Central Costs	387.50
5/8/2023	250001	10693-Law Office of Patti J. Hightower	County Court at Law	500.00
5/8/2023	250002	10313-Legal Shield	Balance Sheet Accounts	267.36
5/8/2023	250002	10313-Legal Shield	Centralized Costs	-0.01
5/8/2023	250003	10077-Lexis-Nexis	Law Library	564.00
5/8/2023	250004	10073-Linde Gas & Equipment, Inc.	Road and Bridge Precinct 1	25.39
5/8/2023	250004	10073-Linde Gas & Equipment, Inc.	Road and Bridge Precinct 3	29.47
5/8/2023	250004	10073-Linde Gas & Equipment, Inc.	Walker County EMS - Emergency Services	1,457.46
5/8/2023	250005	11971-Lopez, Maria	Adult Basic Supervision	55.41
5/8/2023	250006	13991-Maddox-Bennett, Peyton	SPU Civil Division	501.51
5/8/2023	250007	12243-Magnum Air, Inc.	County Facilities	2,444.53
5/8/2023	250008	11584-Main Street Auto Parts	Road and Bridge Precinct 3	19.78
5/8/2023	250009	11317-Matlak, Tara	SPU Civil Division	192.00
5/8/2023	250010	13705-McCaig, Albert	12th Judicial District Court	427.06
5/8/2023	250011	10434-McKesson Medical-Surgical Government So	County Jail Inmate Medical Cost Center	138.64
5/8/2023	250012	13925-McKinnon, Natalie	SPU - State General Allocation	138.00
5/8/2023	250013	10082-Mid-South Synergy	Road and Bridge Precinct 2	253.00
5/8/2023	250013	10082-Mid-South Synergy	Texas AgriLife Extension Service	841.00
5/8/2023	250014	12569-Montgomery County Clerk	Courts-Central Costs	425.00
5/8/2023	250015	10159-Motorola Solutions, Inc.	Public Safety Projects	570.00
5/8/2023	250016	10547-Mustang Cat	Road and Bridge Precinct 1	-1,009.40
5/8/2023	250016	10547-Mustang Cat	Road and Bridge Precinct 2	24,339.19
5/8/2023	250016	10547-Mustang Cat	Road and Bridge Precinct 3	1,485.30
5/8/2023	250017	13796-ODP Business Solutions, LLC	Sheriff	144.17
5/8/2023	250017	13796-ODP Business Solutions, LLC	Walker County EMS - Emergency Services	51.78
5/8/2023	250017	13796-ODP Business Solutions, LLC	Walker County EMS - Emergency Services	137.45
5/8/2023	250018	13856-Optimum	Adult Basic Supervision	264.00
5/8/2023	250018	13856-Optimum	Centralized Costs	808.00
5/8/2023	250018	13856-Optimum	Juvenile Title IV-E	72.00
5/8/2023	250018	13856-Optimum	Walker County Central Dispatch Services	895.00
5/8/2023	250018	13856-Optimum	Walker County EMS - Emergency Services	646.00
5/8/2023	250019	11029-Payne, April	Juvenile Probation Support - General Fund	181.43
5/8/2023	250020	11015-Porterfield, Elizabeth	Adult Basic Supervision	256.76
5/8/2023	250021	10092-Powers Auto Supply	Constable Precinct 4	458.18

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5/8/2023	250021	10092-Powers Auto Supply	Road and Bridge Precinct 4	34.95
5/8/2023	250022	10232-Psychological Services Center	Juvenile Probation Support - General Fund	100.00
5/8/2023	250023	10098-Reliable Parts Co.	Constable Precinct 3	123.60
5/8/2023	250023	10098-Reliable Parts Co.	Constable Precinct 3	115.88
5/8/2023	250023	10098-Reliable Parts Co.	Planning and Development	32.72
5/8/2023	250023	10098-Reliable Parts Co.	Road and Bridge Precinct 1	180.03
5/8/2023	250023	10098-Reliable Parts Co.	Road and Bridge Precinct 1	163.94
5/8/2023	250023	10098-Reliable Parts Co.	Road and Bridge Precinct 2	79.82
5/8/2023	250023	10098-Reliable Parts Co.	Road and Bridge Precinct 3	11.58
5/8/2023	250023	10098-Reliable Parts Co.	Road and Bridge Precinct 4	19.69
5/8/2023	250024	13941-RescueGear, Inc.	Sheriff	9,555.00
5/8/2023	250025	13655-Riley, Michael	12th Judicial District Court	2,250.00
5/8/2023	250025	13655-Riley, Michael	278th Judicial District Court	1,050.00
5/8/2023	250025	13655-Riley, Michael	County Court at Law	5,460.00
5/8/2023	250026	10103-Ringo Tire & Service Center	Adult Basic Supervision	7.00
5/8/2023	250026	10103-Ringo Tire & Service Center	Constable Precinct 4	20.00
5/8/2023	250026	10103-Ringo Tire & Service Center	Road and Bridge Precinct 2	21.00
5/8/2023	250026	10103-Ringo Tire & Service Center	Road and Bridge Precinct 2	35.00
5/8/2023	250027	10105-Riverside SUD	Road and Bridge Precinct 3	106.03
5/8/2023	250028	13594-Rockett, PhD, PLLC, Jennifer	278th Judicial District Court	800.00
5/8/2023	250029	10106-S & S Pipe & Supply, Inc.	Road and Bridge Precinct 1	1,256.10
5/8/2023	250030	13425-Sanchez, Elsa	12th Judicial District Court	800.87
5/8/2023	250031	12754-Scott, Mark	Walker County EMS - Emergency Services	140.00
5/8/2023	250032	10384-Security Benefit Group	Balance Sheet Accounts	50.00
5/8/2023	250033	10243-SHI Government Solutions	County Judge - IT Hardware/Software	1,061.70
5/8/2023	250034	12171-SLS Litigation Services, LLC	SPU Civil Division	1,971.00
5/8/2023	250034	12171-SLS Litigation Services, LLC	SPU Civil Division	330.00
5/8/2023	250035	12032-Smartox	Adult Substance Abuse Services	160.00
5/8/2023	250036	13990-Social Security Administration	Criminal District Attorney	165.00
5/8/2023	250037	10183-Southern Computer Warehouse	Elections	481.77
5/8/2023	250037	10183-Southern Computer Warehouse	Road and Bridge Precinct 4	907.86
5/8/2023	250038	10454-Southern Tire Mart, LLC	Road and Bridge Precinct 2	700.00
5/8/2023	250038	10454-Southern Tire Mart, LLC	Road and Bridge Precinct 3	1,080.00
5/8/2023	250038	10454-Southern Tire Mart, LLC	Road and Bridge Precinct 4	1,035.50

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5/8/2023	250039	13785-Sterling McCall Ford	ARP-Public Safety	239,559.00
5/8/2023	250040	13257-Sun Coast Resources, Inc.	Road and Bridge Precinct 2	10,194.78
5/8/2023	250040	13257-Sun Coast Resources, Inc.	Road and Bridge Precinct 3	11,000.56
5/8/2023	250041	10180-Texas Association of Counties	County Judge	275.00
5/8/2023	250042	10270-Texas Association of Counties HEBP	Balance Sheet Accounts	354,999.65
5/8/2023	250042	10270-Texas Association of Counties HEBP	Balance Sheet Accounts	5,346.52
5/8/2023	250042	10270-Texas Association of Counties HEBP	Centralized Costs	16,669.20
5/8/2023	250042	10270-Texas Association of Counties HEBP	SPU Criminal	921.30
5/8/2023	250042	10270-Texas Association of Counties HEBP	Walker County Central Dispatch Services	833.46
5/8/2023	250043	10406-Texas Department of State Health Services	Walker County EMS - Emergency Services	180.00
5/8/2023	250044	12110-Texas Police Association	Sheriff	30.00
5/8/2023	250045	13346-Texas Security Shredding	12th Judicial District Court	28.00
5/8/2023	250045	13346-Texas Security Shredding	County Court at Law	28.00
5/8/2023	250045	13346-Texas Security Shredding	County Jail	40.00
5/8/2023	250045	13346-Texas Security Shredding	District Clerk	80.00
5/8/2023	250045	13346-Texas Security Shredding	SPU - State General Allocation	40.00
5/8/2023	250045	13346-Texas Security Shredding	SPU Civil Division	40.00
5/8/2023	250046	12906-Thayer, Olivia	SPU Civil Division	232.00
5/8/2023	250047	10065-The Huntsville Item	Criminal District Attorney	239.88
5/8/2023	250048	10349-The Railroad Yard, Inc.	Road and Bridge Precinct 3	28,793.00
5/8/2023	250049	13719-Toman, Chris	Walker County EMS - Emergency Services	175.00
5/8/2023	250050	11724-TransUnion Risk and Alternative Data Soluti	Planning and Development	75.00
5/8/2023	250050	11724-TransUnion Risk and Alternative Data Soluti	Sheriff	960.00
5/8/2023	250051	10137-Tri County Behavioral Healthcare	Health and Human Services - Governmental	71,915.84
5/8/2023	250052	11540-Turner, Darrel	SPU Civil Division	54,353.27
5/8/2023	250053	13554-UniFirst Holdings, Inc.	Road and Bridge Precinct 4	12.30
5/8/2023	250053	13554-UniFirst Holdings, Inc.	Road and Bridge Precinct 4	625.40
5/8/2023	250054	13576-VFIS of Texas	Walker County EMS - Emergency Services	3,194.80
5/8/2023	250055	11013-VOTEC Corporation	Elections Equipment	4,680.00
5/8/2023	250056	10760-Walker County Clerk Trust Account	Balance Sheet Accounts	600.00
5/8/2023	250057	10394-Walker County Soil & Water Consvration Di	Health and Human Services - Governmental	500.00
5/8/2023	250058	10090-Walker County Special Utility District	Road and Bridge Precinct 2	38.02
5/8/2023	250058	10090-Walker County Special Utility District	Texas AgriLife Extension Service	50.32
5/8/2023	250059	13370-Walker County Transmissions/WC Auto	Constable Precinct 4	79.19

5/8/2023	250060	12644-Waller, Sarah	SPU Civil Division	256.00
5/8/2023	250061	10995-Warren Power Attachments	Road and Bridge Precinct 3	1,006.78
5/8/2023	250062	10458-Windstream	Adult Basic Supervision	60.66
5/8/2023	250063	13408-WRI Tractors	Road and Bridge Precinct 2	1,105.17
5/8/2023	250064	11825-Wycom Systems, Inc.	County Treasurer	524.25
5/8/2023	250065	10797-Yosko, Laura R	SPU - State General Allocation	123.00
5/8/2023	250066	10552-ZA & Associates	SPU Civil Division	18,725.00
5/8/2023	250067	11872-Zavala, Irma	278th Judicial District Court	535.00
5/9/2023	000000000005933	12281-Bleyl Engineering	Planning and Development	18,064.04
5/9/2023	000000000005934	13258-Summit Food Service, LLC	County Jail	7,577.59
5/9/2023	000000000005935	13258-Summit Food Service, LLC	County Jail	7,523.71
5/9/2023	000000000005936	13258-Summit Food Service, LLC	County Jail	7,356.20
5/9/2023	000000000005937	13258-Summit Food Service, LLC	County Jail	7,373.78
5/9/2023	000000000005938	10076-McCaffety Electric Co., Inc.	Walker County EMS - Emergency Services	750.00
5/9/2023	000000000005939	10095-RB Everett & Company	Road and Bridge General	984.78
5/9/2023	000000000005940	10143-Walker County Hardware	County Facilities	109.12
5/9/2023	000000000005940	10143-Walker County Hardware	County Facilities	17.97
5/9/2023	000000000005940	10143-Walker County Hardware	Road and Bridge Precinct 1	21.99
5/9/2023	000000000005940	10143-Walker County Hardware	Road and Bridge Precinct 2	37.35
5/9/2023	000000000005940	10143-Walker County Hardware	Road and Bridge Precinct 2	14.64
5/9/2023	000000000005940	10143-Walker County Hardware	Road and Bridge Precinct 3	23.99
5/9/2023	000000000005940	10143-Walker County Hardware	Road and Bridge Precinct 4	104.42
5/9/2023	000000000005940	10143-Walker County Hardware	Road and Bridge Precinct 4	40.38
5/9/2023	000000000005940	10143-Walker County Hardware	Walker County EMS - Emergency Services	96.77
5/9/2023	000000000005941	11009-City of Huntsville	Adult Probation Support- General Fund	214.07
5/9/2023	000000000005941	11009-City of Huntsville	County Facilities	1,559.15
5/9/2023	000000000005941	11009-City of Huntsville	Criminal District Attorney	84.81
5/9/2023	000000000005941	11009-City of Huntsville	Emergency Operations	216.21
5/9/2023	000000000005941	11009-City of Huntsville	Facilities-Justice Center Municipal Allocation	68.50
5/9/2023	000000000005941	11009-City of Huntsville	Juvenile Probation Support - General Fund	261.95
5/9/2023	000000000005941	11009-City of Huntsville	Litter Control - General Fund	671.65
5/9/2023	000000000005941	11009-City of Huntsville	Road and Bridge Precinct 1	222.20
5/9/2023	000000000005941	11009-City of Huntsville	SPU - State General Allocation	296.57
5/9/2023	000000000005941	11009-City of Huntsville	SPU Juvenile Division	65.47

5/9/2023	000000000005941	11009-City of Huntsville	Texas AgriLife Extension Service	107.31
5/9/2023	000000000005941	11009-City of Huntsville	Walker County Central Dispatch Services	30.45
5/9/2023	000000000005941	11009-City of Huntsville	Walker County EMS - Emergency Services	76.33
5/9/2023	000000000005942	11928-U.S. Bank NA	Adult Substance Abuse Services	177.21
5/9/2023	000000000005942	11928-U.S. Bank NA	Centralized Costs	79.75
5/9/2023	000000000005942	11928-U.S. Bank NA	Constable Precinct 1	155.45
5/9/2023	000000000005942	11928-U.S. Bank NA	Constable Precinct 2	243.08
5/9/2023	000000000005942	11928-U.S. Bank NA	Constable Precinct 3	621.65
5/9/2023	000000000005942	11928-U.S. Bank NA	Constable Precinct 4	1,752.07
5/9/2023	000000000005942	11928-U.S. Bank NA	County Facilities	537.92
5/9/2023	000000000005942	11928-U.S. Bank NA	County Jail	2,223.58
5/9/2023	000000000005942	11928-U.S. Bank NA	Emergency Operations	230.52
5/9/2023	000000000005942	11928-U.S. Bank NA	Litter Control - General Fund	328.14
5/9/2023	000000000005942	11928-U.S. Bank NA	Planning and Development	636.04
5/9/2023	000000000005942	11928-U.S. Bank NA	Sheriff	19,257.08
5/9/2023	000000000005942	11928-U.S. Bank NA	Walker County EMS - Emergency Services	8,897.99
5/9/2023	000000000005943	12499-Vulcan Construction Materials, LLC	Road and Bridge Precinct 1	3,012.23
5/9/2023	000000000005943	12499-Vulcan Construction Materials, LLC	Road and Bridge Precinct 2	9,445.02
5/9/2023	000000000005943	12499-Vulcan Construction Materials, LLC	Road and Bridge Precinct 3	637.00
5/9/2023	000000000005943	12499-Vulcan Construction Materials, LLC	Road and Bridge Precinct 4	124.80
5/9/2023	000000000005944	13562-Prestige Tower Services	County Judge - IT Hardware/Software	950.00
5/9/2023	000000000005944	13562-Prestige Tower Services	County Judge - IT Hardware/Software	2,848.05
5/12/2023	000000000005946	10171-Nationwide Retirement Solutions	Balance Sheet Accounts	1,935.50
5/12/2023	000000000005947	10303-Internal Revenue Service	Balance Sheet Accounts	87,181.43
5/12/2023	000000000005947	10303-Internal Revenue Service	Balance Sheet Accounts	143,087.34
5/12/2023	000000000005948	12006-Texas State Disbursement Unit	Balance Sheet Accounts	3,889.93
5/12/2023	250068	10225-Senior Center of Walker County	Health and Human Services Projects	84,800.00
				1,607,659.12

RESOLUTION 2023-74

WHEREAS, On THIS DAY, the Walker County Commissioners Court does hereby request that a curfew for oversized vehicles traveling on SH 75 in Walker County requiring no width over 13', no height over 14', and no length over 110' between Walker/Montgomery County line to FM 2793, with the exception of within the City Limits of New Waverly, from 07:00 - 08:00 AM and 03:00 - 05:00 PM Monday through Friday shall be established; and

WHEREAS, On THIS DAY, the Walker County Commissioners Court does hereby request that a curfew for oversized vehicles traveling on SH 150 in Walker County requiring no width over 13', no height over 14', and no length over 110' between Walker/San Jacinto County line to the City Limits of New Waverly, from 07:00-08:00 AM and 03:00 - 05:00 PM Monday through Friday shall be established; and

WHEREAS, the aforementioned times and days relate to the increase of motor vehicle traffic from the transportation of students, teachers and staff, to and from schools; and

WHEREAS, the safety of the students, teachers, and staff, as well as other motorists on the road at those times and days is increased with the curfew in effect; and

THEREFORE, BE IT RESOLVED, by the Commissioners Court of Walker County, Texas, that TxDOT is requested to establish and enforce the aforementioned curfew.

Resolved this 22nd day of May, 2023 in Huntsville, Walker County, Texas.

Colt Christian
County Judge

Danny Kuykendall
Commissioner, Precinct 1

Bill Daugette
Commissioner, Precinct 3

Ronnie White
Commissioner, Precinct 2

Brandon Decker
Commissioner, Precinct 4

Proclamation 2023-76
Elder Abuse Awareness Month

WHEREAS, older adults and people with disabilities of diverse backgrounds contribute to the wellbeing of this city by working, caregiving, volunteering and actively preserving customs, rituals, and traditions; and

WHEREAS, as we age, we build momentum by accumulating knowledge, experience, insight, and wisdom that can be shared to enrich our community; and

WHEREAS, abuse of older adults and people with disabilities is a community concern, affecting thousands of people across Texas; and

WHEREAS, abuse affected more than 119,448 older adults and people with disabilities in Texas in 2022; and

WHEREAS, abuse against older adults and people with disabilities is grossly underreported because of social stigma, embarrassment, and fear; and

WHEREAS, adult abuse effects men and women of all income and ability levels, all cultural and ethnic backgrounds, in all communities; and

WHEREAS, elder abuse is everyone's business, it's important to strengthen our efforts to prevent, report and address elder abuse.

NOW, THEREFORE, Walker County Commissioners Court, hereby proclaims the month of June 2023 to be

“Elder Abuse Awareness Month”

In Walker County, Texas and urge all residents to work together to reduce abuse and neglect of older adults and people with disabilities.

WITNESS OUR SIGNATURES and **SEAL OF OFFICE** this ____ day of May 2023.

Colt Christian, County Judge

Danny Kuykendall
Commissioner Precinct 1

Ronnie White
Commissioner Precinct 2

Bill Daugette
Commissioner Precinct 3

Brandon Decker
Commissioner Precinct 4



Walker County 2024 Holiday Schedule

Monday	January 1	New Year's Day
Monday	January 15	MLK Day
Monday	February 19	Presidents Day
Friday	March 1	TX Independence Day
Friday	March 29	Good Friday
Monday	May 27	Memorial Day
Wednesday	June 19	Emancipation Day
Thursday	July 4	Independence Day
Monday	September 2	Labor Day
Monday	October 14	Columbus Day
Monday	November 11	Veterans Day
Thursday	November 28	Thanksgiving
Friday	November 29	Thanksgiving
Tuesday	December 24	Christmas Eve
Wednesday	December 25	Christmas Day

Walker County

Financial Information

Posted as of May 16, 2023 for the Fiscal Year Ending September 30, 2023

Prepared by:
County Auditor Department

Patricia Allen, County Auditor

Information is presented based on ledger balances and entries posted thru May 16, 2023 for the fiscal year ending September 30, 2023.

There are entries that have not been posted. Invoices are outstanding for the period that have not been received/posted. Encumbrances are not included in the report.



Summary of Revenues, Expenditures and Net Transfers to Date
Transactions Posted As of May 16, 2023
For the Fiscal Year Ending September 30, 2023

Ledger Balances	Fund Balance Fiscal Yr Begin	Revenues To Date	Expenditures To Date	Net Transfers Between Funds	Fund Balance This Date
<u>Operating</u>					
101 - General Fund	\$ 16,261,638.12	\$ 27,649,504.68	\$ 15,449,060.65	\$ (6,488,323.00)	\$ 21,973,759.15
192 - Debt Service Fund	\$ 292,640.72	\$ 1,351,171.82	\$ 191,433.77	\$ -	\$ 1,452,378.77
220 - Road & Bridge	\$ 4,061,871.17	\$ 5,595,085.14	\$ 3,949,875.54	\$ 300,000.00	\$ 6,007,080.77
301 - Walker County EMS Fund	\$ 2,692,519.38	\$ 2,461,233.99	\$ 2,699,822.84	\$ -	\$ 2,453,930.53
180 - Public Safety Seized Money Fund	\$ -	\$ -	\$ -	\$ -	\$ -
185 - General Fund - Healthy County Initiative Fund	\$ 20,303.98	\$ 522.16	\$ -	\$ -	\$ 20,826.14
	23,328,973.37	37,057,517.79	22,290,192.80	(6,188,323.00)	\$ 31,907,975.36
<u>Projects</u>					
105 - General Projects Fund	\$ 6,288,070.48	\$ 143,809.55	\$ 1,444,940.11	\$ 643,582.00	\$ 5,630,521.92
115 - General Capital Projects Fund	\$ -	\$ 131,989.16	\$ -	\$ 5,500,000.00	\$ 5,631,989.16
119 - ARP Funds	\$ 4,687,371.74	\$ 73,798.46	\$ 1,910,722.22	\$ (1,650,555.80)	\$ 1,199,892.18
<u>Grants/Other Funds</u>					
473 - SO Auto Task Force Grant	\$ -	\$ 53,618.81	\$ 57,349.84	\$ -	\$ (3,731.03)
474 - CDA Victims Assistance Grant	\$ -	\$ 30,511.03	\$ 38,020.72	\$ -	\$ (7,509.69)
481 - Jag Grants	\$ -	\$ 6,453.00	\$ 6,453.00	\$ -	\$ -
483 - HAVA Fund	\$ -	\$ 2,492.37	\$ -	\$ -	\$ 2,492.37
488 - CDBG Grant	\$ 0.02	\$ -	\$ 735,065.97	\$ -	\$ (735,065.95)
511 - County Records Management and Preservation	\$ 445.85	\$ 1,414.42	\$ -	\$ -	\$ 1,860.27
512 - County Records Preservation II Fund	\$ 63,716.79	\$ 1,900.49	\$ -	\$ -	\$ 65,617.28
515 - County Clerk Records Management and Preser	\$ 283,213.33	\$ 66,790.40	\$ 16,215.08	\$ -	\$ 333,788.65
516 - County Clerk Records Archive Fund	\$ 187,233.79	\$ 54,196.08	\$ -	\$ -	\$ 241,429.87
517 - Court Facilities Fund	\$ 15,363.10	\$ 11,471.00	\$ -	\$ -	\$ 26,834.10
518 - District Clerk Records Preservation	\$ 34,447.81	\$ 14,527.68	\$ -	\$ -	\$ 48,975.49
519 - District Clerk Rider Fund	\$ 34,395.71	\$ 8,709.80	\$ 5,573.83	\$ -	\$ 37,531.68
520 - District Clerk Archive Fund	\$ 5,784.27	\$ 167.08	\$ -	\$ -	\$ 5,951.35
523 - County Jury Fee Fund	\$ 55.59	\$ 517.69	\$ 410.00	\$ -	\$ 163.28
524 - County Jury Fund	\$ 7,021.55	\$ 5,735.51	\$ 3,400.00	\$ -	\$ 9,357.06
525 - Court Reporter Services Fund	\$ 17,811.05	\$ 14,614.14	\$ 7,100.61	\$ -	\$ 25,324.58
526 - County Law Library Fund	\$ 42,042.92	\$ 20,284.71	\$ 11,787.93	\$ -	\$ 50,539.70
527 - Language Access Fund	\$ 4,848.47	\$ 4,118.88	\$ 9,557.95	\$ -	\$ (590.60)
536 - Courthouse Security Fund	\$ 12,539.42	\$ 25,055.38	\$ 53,046.22	\$ 44,741.00	\$ 29,289.58
537 - Justice Courts Security Fund	\$ 54,829.34	\$ 3,118.39	\$ -	\$ -	\$ 57,947.73
538 - JP Truancy Prevention and Diversion	\$ 35,300.56	\$ 7,651.09	\$ -	\$ -	\$ 42,951.65
539 - County Specialty Court Programs	\$ 12,174.28	\$ 3,869.76	\$ -	\$ -	\$ 16,044.04
550 - Justice Courts Technology Fund	\$ 87,458.10	\$ 8,544.03	\$ 16,753.93	\$ -	\$ 79,248.20
551 - County and District Courts Technology Fund	\$ 1,072.07	\$ 814.86	\$ -	\$ -	\$ 1,886.93
552- Child Abuse Prevention Fund	\$ 1,888.93	\$ 272.84	\$ -	\$ -	\$ 2,161.77
560 - District Attorney Prosecutors Supplement Fund	\$ -	\$ 10,470.39	\$ 9,925.24	\$ -	\$ 545.15
561 - Pretrial Intervention Program Fund	\$ 124,528.13	\$ 10,743.46	\$ 3,228.04	\$ -	\$ 132,043.55
562 - District Attorney Forfeiture Fund	\$ 213,777.85	\$ 3,990.15	\$ 218.61	\$ -	\$ 217,549.39
563 - District Attorney Hot Check Fee Fund	\$ 1,751.42	\$ 300.00	\$ 1,114.21	\$ -	\$ 937.21
574 - Sheriff Forfeiture Fund	\$ 530,461.43	\$ 31,897.42	\$ 3,278.00	\$ -	\$ 559,080.85
576 - Sheriff Inmate Medical Fund	\$ 56,692.87	\$ 3,243.77	\$ -	\$ -	\$ 59,936.64
577 - DOJ-Equitable Sharing Fund	\$ 448,108.47	\$ 9,215.01	\$ -	\$ -	\$ 457,323.48
578 - Sheriff Commissary Fund	\$ 336,322.23	\$ 85,257.69	\$ 43,833.09	\$ -	\$ 377,746.83
583 - Elections Equipment Fund	\$ 22,211.84	\$ 61,450.25	\$ 51,637.50	\$ -	\$ 32,024.59
584 - Tax Assessor Elections Service Contract Fund	\$ 61,354.42	\$ 10,355.69	\$ 4,013.34	\$ -	\$ 67,696.77
589 - Tax Assessor Special Inventory Fee Fund	\$ 96.62	\$ 0.41	\$ -	\$ -	\$ 97.03
601 - SPU Civil/Criminal/Juvenile Grant/Allocations	\$ -	\$ 3,011,953.45	\$ 3,032,789.11	\$ -	\$ (20,835.66)
640 - Juvenile Grant Fund (Title IV E)	\$ 84,055.43	\$ 1,973.86	\$ 504.00	\$ -	\$ 85,525.29
641 - Juvenile Grant State Aid Fund	\$ -	\$ 273,054.85	\$ 215,936.03	\$ -	\$ 57,118.82
645 - Juvenile HGAC Services Grant	\$ -	\$ 4,700.00	\$ 4,180.00	\$ -	\$ 520.00
615 - Adult Probation-Basic Services Fund	\$ 375,843.93	\$ 688,940.65	\$ 714,322.47	\$ -	\$ 350,462.11
616 - Adult Probation-Court Services Fund	\$ -	\$ 127,632.71	\$ 112,567.10	\$ -	\$ 15,065.61
617 - Adult Probation-Substance Abuse Services Fun	\$ -	\$ 88,045.68	\$ 66,480.74	\$ -	\$ 21,564.94
618 - Adult Probation-Pretrial Diversion	\$ -	\$ 23,840.49	\$ 21,795.78	\$ -	\$ 2,044.71
701 - Retiree Health Insurance Fund	\$ 2,016,990.17	\$ 50,478.90	\$ -	\$ -	\$ 2,067,469.07
802 - Walker County Public Safety Communications Center	\$ 1,136,992.89	\$ 973,037.77	\$ 909,558.74	\$ -	\$ 1,200,471.92
	6,310,830.65	5,817,432.04	6,156,117.08	44,741.00	6,016,886.61
	\$ 40,615,246.24	\$ 43,224,547.00	\$ 31,801,972.21	\$ (1,650,555.80)	\$ 50,387,265.23



Cash and Investments Report
Transactions Posted as of May 16, 2023
For the Fiscal Year Ending September 30, 2023

	Other Bank					
	Cash	Accounts	Texpool	MBIA	Wells Fargo	Total
Operating						
101 - General Fund	\$ 4,250,830.39	\$ 141,049.48	\$ 10,688,597.61	\$ 1,323,653.88	\$ 6,061,867.55	\$ 22,465,998.91
192 - Debt Service Fund	48,123.28	-	1,396,282.49	-	-	\$ 1,444,405.77
220 - Road & Bridge	1,292,889.66	-	4,807,533.59	-	-	\$ 6,100,423.25
301 - Walker County EMS Fund	261,466.96	(2,350.31)	1,588,662.93	62,661.32	165,503.41	\$ 2,075,944.31
180 - Public Safety Seized Money Fund	-	-	104,942.11	-	-	\$ 104,942.11
185 - General Fund - Healthy County Initiative Fund	2,386.49	-	18,439.65	-	-	\$ 20,826.14
	5,855,696.78	138,699.17	18,604,458.38	1,386,315.20	6,227,370.96	32,212,540.49
Projects						
105 - General Projects Fund	16,359.15	-	4,477,612.73	832,508.59	333,941.18	5,660,421.65
115 - General Capital Projects Fund	-	-	5,631,989.16	-	-	5,631,989.16
119- ARP Funds	-	1,199,892.18	-	-	-	\$ 1,199,892.18
Grants/Other Funds						
473- SO Auto Task Force Grant	(11,428.86)	-	-	-	-	\$ (11,428.86)
474 - CDA Victims Grant	(7,509.69)	-	-	-	-	\$ (7,509.69)
481 - Jag Grants	(6,453.00)	-	-	-	-	(6,453.00)
483 - HAVA Fund	2,492.37	-	-	-	-	2,492.37
488 - CDBG Grants	304,265.33	-	-	-	-	304,265.33
511 - County Records Management and Preservation	1,860.27	-	-	-	-	1,860.27
512 - County Records Preservation II Fund	2,309.33	-	63,307.95	-	-	65,617.28
515 - County Clerk Records Management and Presen	57,131.60	-	208,030.96	68,626.09	-	333,788.65
516 - County Clerk Records Archive Fund	37,202.92	-	204,226.95	-	-	241,429.87
517 - Court Facilities Fund	26,834.10	-	-	-	-	26,834.10
518 - District Clerk Records Preservation	43,815.26	-	5,160.23	-	-	48,975.49
519 - District Clerk Rider Fund	7,244.12	-	30,287.56	-	-	37,531.68
520 - District Clerk Archive Fund	5,951.35	-	-	-	-	5,951.35
523 - County Jury Fee Fund	163.28	-	-	-	-	163.28
524 - County Jury Fund	9,357.06	-	-	-	-	9,357.06
525 - Court Reporter Services Fund	25,474.58	-	-	-	-	25,474.58
526 - County Law Library Fund	50,713.12	-	-	-	-	50,713.12
527 - Language Access Fund	(590.60)	-	-	-	-	(590.60)
536 - Courthouse Security Fund	29,289.58	-	-	-	-	29,289.58
537 - Justice Courts Security Fund	10,876.14	-	47,071.59	-	-	57,947.73
538 - JP Truancy Prevention and Diversion	38,881.73	-	4,069.92	-	-	42,951.65
539 - County Specialty Court Revenues Fund	15,224.02	-	820.02	-	-	16,044.04
540 - Fire Suppression-US Forest Service Fund	0.00	-	17,354.47	-	-	17,354.47
550 - Justice Courts Technology Fund	2,260.52	-	76,987.68	-	-	79,248.20
551 - County and District Courts Technology Fund	1,039.08	-	847.85	-	-	1,886.93
552- Child AbusePrevention Fund	2,161.77	-	-	-	-	2,161.77
560 - District Attorney Prosecutors Supplement Func	2,192.91	-	-	-	-	2,192.91
561 - Pretrial Intervention Program Fund	49,392.92	-	82,650.63	-	-	132,043.55
562 - District Attorney Forfeiture Fund	47,289.25	-	170,260.14	-	-	217,549.39
563 - District Attorney Hot Check Fee Fund	1,265.56	-	-	-	-	1,265.56
574 - Sheriff Forfeiture Fund	87,107.92	890.44	473,570.62	-	-	561,568.98
576 - Sheriff Inmate Medical Fund	13,199.95	-	46,736.69	-	-	59,936.64
577 - DOJ-Equitable Sharing Fund	65,837.20	-	366,692.32	24,793.96	-	457,323.48
578 - Sheriff Commissary Fund	159,091.17	-	219,059.68	-	-	378,150.85
583 - Elections Equipment Fund	32,024.59	-	-	-	-	32,024.59
584 - Tax Assessor Elections Service Contract Fund	30,552.96	-	37,143.81	-	-	67,696.77
589 - Tax Assessor Special Inventory Fee Fund	80.16	-	16.87	-	-	97.03
601 - SPU Civil/Criminal/Juvenile Grant/Allocations	(595,557.45)	-	-	-	-	(595,557.45)
640 - Juvenile Grant Fund (Title IV E)	1,300.68	-	84,224.61	-	-	85,525.29
641 - Juvenile Grant State Aid Fund	62,968.82	-	-	-	-	62,968.82
701 - Retiree Health Insurance Fund	0.00	-	820,389.08	1,247,079.99	-	2,067,469.07
County Treasurer Agency Funds						-
615 - Adult Probation-Basic Services Fund	148,609.41	30.00	87,215.67	119,623.68	-	355,478.76
616 - Adult Probation-Court Services Fund	15,065.61	-	-	-	-	15,065.61
617 - Adult Probation-Substance Abuse Services Fun	21,753.58	-	-	-	-	21,753.58
618 -Pretrial Diversion	2,044.71	-	-	-	-	2,044.71
802 - Walker County Public Safety Communications	344,390.70	-	858,403.80	-	-	1,202,794.50
810 - Agency Fund - LEOSE Training Funds	59,127.93	-	-	-	-	59,127.93
	1,196,303.96	920.44	3,904,529.10	1,460,123.72	0.00	6,561,877.22
	\$ 7,068,359.89	\$ 1,339,511.79	\$ 32,618,589.37	\$ 3,678,947.51	\$ 6,561,312.14	\$ 51,266,720.70



Cash and Investments Report

As of May 16, 2023

Transactions Posted as of May 16, 2023

	Cash	ICT	Certificates of Deposit	Total
Agency Funds Maintained by the Department (Balance as of Last Date Reported by the Department)				
850 Agency Fund - County Clerk	\$ 892,237.72	\$ 295,879.64	\$ -	\$ 1,188,117.36
851 Agency Fund - District Clerk	\$ 703,319.35	\$ -	\$ 569,840.57	\$ 1,273,159.92
852 Agency Fund - Criminal District Attorney	\$ 4,336.21	\$ -	\$ -	\$ 4,336.21
853 Agency Fund - Tax Assessor	\$ 2,539,982.19	\$ -	\$ -	\$ 2,539,982.19
854 Agency Fund - Sheriff	\$ 83,736.48	\$ -	\$ -	\$ 83,736.48
855 Agency Fund - Juvenile	\$ 1,062.82	\$ -	\$ -	\$ 1,062.82
856 Agency Fund - County Treasurer Jury	\$ 268.58	\$ -	\$ -	\$ 268.58
857 Agency Fund - Justice of Peace Precinct 4	\$ 7,825.48	\$ -	\$ -	\$ 7,825.48
858 Agency Fund - Adult Probation	\$ 5,283.31	\$ -	\$ -	\$ 5,283.31
	<u>\$ 4,238,052.14</u>	<u>\$ 295,879.64</u>	<u>\$ 569,840.57</u>	<u>\$ 5,103,772.35</u>



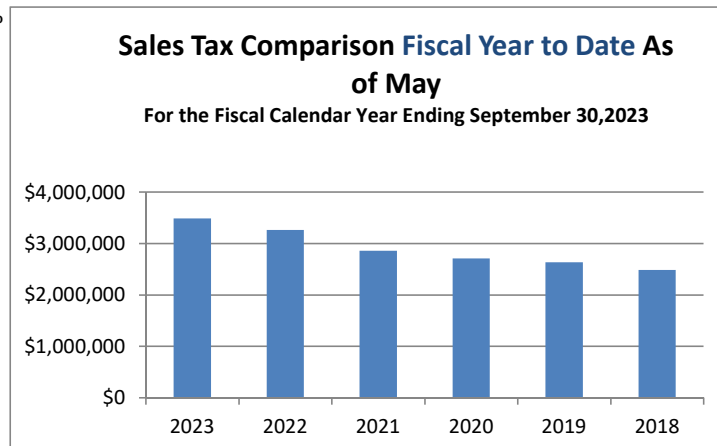
Sales Tax Revenue Comparison by Fiscal Year

		Fiscal Year 2023	Fiscal Year 2022	Fiscal Year 2021	Fiscal Year 2020	Fiscal Year 2019	Fiscal Year 2018
October	12.80%	\$ 426,935.35	\$ 378,481.65	\$ 341,282.66	\$ 309,760.99	\$ 339,514.51	\$ 272,435.23
November	1.47%	\$ 477,305.48	\$ 470,400.36	\$ 404,860.53	\$ 432,570.77	\$ 365,595.48	\$ 376,237.61
December	9.29%	\$ 402,702.70	\$ 368,467.73	\$ 311,632.44	\$ 282,270.19	\$ 323,873.04	\$ 285,192.78
January	2.47%	\$ 396,438.25	\$ 386,864.04	\$ 345,810.13	\$ 297,832.83	\$ 263,748.83	\$ 290,351.62
February	3.58%	\$ 506,247.91	\$ 488,772.53	\$ 402,950.76	\$ 410,854.29	\$ 377,316.70	\$ 348,471.45
March	3.41%	\$ 405,269.07	\$ 391,919.74	\$ 328,566.37	\$ 353,527.33	\$ 311,788.03	\$ 297,957.34
April	20.02%	\$ 381,310.61	\$ 317,716.26	\$ 270,692.68	\$ 263,551.31	\$ 296,140.87	\$ 251,318.62
May	6.60%	\$ 488,946.95	\$ 458,660.51	\$ 447,063.15	\$ 357,514.78	\$ 355,687.53	\$ 359,613.96
June		\$ -	\$ 429,635.63	\$ 393,372.95	\$ 307,406.08	\$ 302,439.53	\$ 299,690.96
July		\$ -	\$ 401,984.02	\$ 349,935.05	\$ 322,571.05	\$ 285,622.64	\$ 336,926.85
August		\$ -	\$ 480,257.68	\$ 434,731.20	\$ 393,734.55	\$ 339,087.66	\$ 352,584.14
September		\$ -	\$ 398,673.98	\$ 369,724.46	\$ 328,146.29	\$ 330,366.78	\$ 296,901.19
		\$ 3,485,156.32	\$ 4,971,834.13	\$ 4,400,622.38	\$ 4,059,740.46	\$ 3,891,181.60	\$ 3,767,681.75

This time last year	\$3,261,282.82
% Change	6.86%

Sales Tax Rate for Walker County is	0.5%
State Sales Tax Rate is	6.25%
<u>Municipalities Within Walker County</u>	
City of Huntsville Sales Tax Rate	1.5%
City of New Waverly Sales Tax Rate	1.5%
City of Riverside Sales Tax Rate	1.5%

Fiscal Year to Date	\$ 3,485,156.32	\$ 3,261,282.82	\$ 2,852,858.72	\$ 2,707,882.49	\$ 2,633,664.99	\$ 2,481,578.61
Budgeted this Fiscal Year	\$ 4,750,000.00	65.60%	64.83%	66.70%	67.68%	65.86%
Pct Received This FY	73.4%					





Weigh Station Revenue Comparison by Fiscal Year

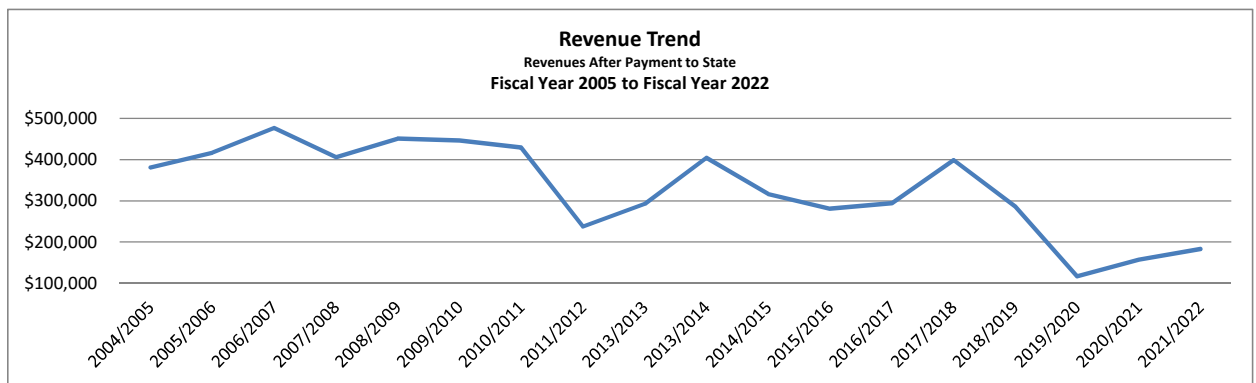
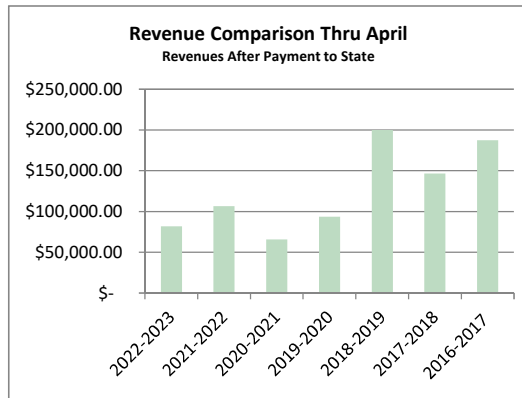
Comparison Numbers Based on Revenues Retained by Walker County after submission of fines paid to State

	Total 2022-2023	Pd to State	Fiscal Year 2022-2023	Fiscal Year 2021-2022	Fiscal Year 2020-2021	Fiscal Year 2019-2020	Fiscal Year 2018-2019	Fiscal Year 2017-2018	Fiscal Year 2016-2017
October	\$ 17,736.00	\$ (3,588.00)	\$ 14,148.00	\$ 18,286.80	\$ 2,840.80	\$ 23,601.60	\$ 45,179.10	\$ 16,978.20	\$ 32,892.75
November	\$ 11,572.00	\$ (1,311.00)	\$ 10,261.00	\$ 12,515.00	\$ 2,354.00	\$ 9,759.50	\$ 17,677.95	\$ 16,603.70	\$ 23,177.65
December	\$ 17,848.00	\$ (3,690.00)	\$ 14,158.00	\$ 13,435.50	\$ 2,491.50	\$ 15,248.10	\$ 26,932.10	\$ 12,130.30	\$ 18,201.90
January	\$ 13,817.00	\$ (2,697.00)	\$ 11,120.00	\$ 14,960.00	\$ 10,436.50	\$ 14,941.35	\$ 23,035.20	\$ 17,600.90	\$ 31,483.40
February	\$ 16,917.00	\$ (3,128.50)	\$ 13,788.50	\$ 15,521.50	\$ 10,863.50	\$ 11,991.00	\$ 26,752.90	\$ 8,475.90	\$ 25,404.45
March	\$ 13,117.00	\$ (600.00)	\$ 12,517.00	\$ 14,826.00	\$ 18,304.90	\$ 11,431.00	\$ 29,424.12	\$ 28,972.05	\$ 33,279.62
April	\$ 6,437.00	\$ (743.50)	\$ 5,693.50	\$ 16,970.00	\$ 18,441.15	\$ 6,728.00	\$ 30,934.90	\$ 45,791.50	\$ 22,813.40
May	\$ -	\$ -	\$ -	\$ 14,331.00	\$ 17,318.50	\$ 6,131.70	\$ 18,350.50	\$ 54,074.80	\$ 27,470.20
June	\$ -	\$ -	\$ -	\$ 15,151.50	\$ 22,397.00	\$ 6,101.35	\$ 18,272.90	\$ 42,187.90	\$ 17,592.50
July	\$ -	\$ -	\$ -	\$ 15,425.65	\$ 22,694.00	\$ 3,857.00	\$ 18,109.90	\$ 56,237.20	\$ 22,612.15
August	\$ -	\$ -	\$ -	\$ 17,733.75	\$ 17,414.00	\$ 4,634.00	\$ 13,131.10	\$ 58,404.20	\$ 17,220.00
September	\$ -	\$ -	\$ -	\$ 13,837.50	\$ 12,157.00	\$ 2,610.90	\$ 18,541.95	\$ 41,298.80	\$ 22,472.15
	\$ 97,444.00	\$ (15,758.00)	\$ 81,686.00	\$ 182,994.20	\$ 157,712.85	\$ 117,035.50	\$ 286,342.62	\$ 398,755.45	\$ 294,620.17

Allocated to Weigh Station Improv.	\$ -
Allocated to Road and Bridge	\$ 81,686.00

This time last year	\$106,514.80
% Change	-23.30%

Fiscal Year to Date	\$ 97,444.00	\$ (15,758.00)	\$ 81,686.00	\$ 106,514.80	\$ 65,732.35	\$ 93,700.55	\$ 199,936.27	\$ 146,552.55	\$ 187,253.17
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Budget for FY 2022/2023

	From Tax rate	County Road and Bridge Operations	Weigh Station Request for Part-Time Person
Justice of Peace Pct 4	\$ 64,889.00	\$ -	\$ -
Weigh Station Utilities/Services	\$ 35,187.00	\$ -	\$ -
Weigh Station Personnel	\$ -	\$ -	\$ 23,961.00
Road and Bridge Operations	\$ -	\$ 180,000.00	\$ -
	\$ 100,076.00	\$ 180,000.00	\$ 23,961.00



*Walker County
Summary of Debt*

Certificates of Obligation Issue Dated June 1, 2012

Capital Projects

	Issued - Amount	Current Outstanding Amount	Principal	Debt Service FY 2022-2023 Interest	Total
Series 2012 - \$20,000,000 due in installments of \$685,000 to \$1,335,000 to mature 06/01/2032 at interest rate of 2.0% to 3.7% - callable August 1, 2022	\$20,000,000	\$11,470,000	\$990,000	\$382,868	\$1,372,868
Total Capital Projects	\$20,000,000	\$11,470,000	\$990,000	\$382,868	\$1,372,868



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Claims and Invoices Submitted for Payment

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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
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30030-12th Judicial District Court

10150 - Williford, John W.

5/5/2023	23-30,872	\$ 300.00	5/21/2023		Cause #23-30,872
5/4/2023	23-30,890	\$ 377.00	5/21/2023		Cause #23-30,890
5/5/2023	28,658	\$ 600.00	5/21/2023		Cause #28,658
5/4/2023	30,408	\$ 750.00	5/21/2023		Cause #30,408
5/4/2023	A1297	\$ 900.00	5/21/2023		Cause #30,884, 30,886, 30,882, 80,994
5/4/2023	A1298	\$ 700.00	5/21/2023		Cause #30,672, 30,658

10227 - Verizon Wireless

5/10/2023	9933401337	\$ 75.98	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
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10629 - Bennett Law Office PC

5/9/2023	A1306	\$ 800.00	5/21/2023		Cause # 30,840, 30,586, 29,922
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11811 - Law Office of Joseph W Krippel

5/4/2023	A1301	\$ 700.00	5/21/2023		Cause #30,756, Unfiled
5/4/2023	A1302	\$ 900.00	5/21/2023		Cause #30,718, 30,692, Unfiled x2
5/4/2023	A1303	\$ 700.00	5/21/2023		Cause #30,448, Unfiled
5/10/2023	A1304	\$ 100.00	5/21/2023		Cause #Unfiled/Carrico, J.

12922 - Grier, Christopher

5/4/2023	30,742	\$ 750.00	5/21/2023		Cause #30,742
5/4/2023	A1295	\$ 1,300.00	5/21/2023		Cause #29,324 CT1, CT2, 28,980, 29,626
5/4/2023	A1296	\$ 1,050.00	5/21/2023		Cause #30,846, Unindicted x3

13289 - Cain Law, PLLC



Walker County
Claims and Invoices Submitted for Payment

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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
5/10/2023	29,514	\$ 600.00	5/21/2023		Cause #29,514
<u>13655 - Riley, Michael</u>					
5/15/2023	30,392	\$ 3,300.00	5/21/2023		Cause #30,392
5/5/2023	30,904	\$ 600.00	5/21/2023		Cause #30,904
5/5/2023	A1294	\$ 1,100.00	5/21/2023		Cause #30,802 Ct1, Ct2, Ct3
<u>13796 - ODP Business Solutions, LLC</u>					
5/15/2023	305495699001	\$ 463.58	5/21/2023	PA - 2252	Post It Notes x1pk, Paper x3ct, Ltr Pocket FC x1pk, 4x6 Notes x1pk, Optima Staple x1bx, HP Laser Toner 2pk x1ea, HP Toner Black x1ea, Index Flags x1pk, 5pk pencil x1pk, Clasp Envelope x1bx
5/12/2023	305508627001	\$ 9.19	5/21/2023	PA - 2252	Envelope 9x12 x1pk
12th Judicial District Court - Totals		\$ 16,075.75			
30040-278th Judicial District Court					
<u>10150 - Williford, John W.</u>					
5/5/2023	28,429	\$ 600.00	5/21/2023		Cause #28,429
5/5/2023	A1299	\$ 950.00	5/21/2023		Cause #30,803 CT1, CT2, 30,805
5/5/2023	A1300	\$ 700.00	5/21/2023		Cause #28,095 CT1, CT2
<u>11066 - Canon Solutions America, Inc.</u>					
5/3/2023	6004198438	\$ 25.39	5/21/2023		Maintenance Copier Usage 04/03/23-05/02/23
<u>11811 - Law Office of Joseph W Krippe</u>					
4/25/2023	30,143	\$ 600.00	5/21/2023		Cause #30,143
278th Judicial District Court - Totals		\$ 2,875.39			
50130-Adult Basic Supervision					
<u>10212 - Thomson Reuters - West</u>					
5/4/2023	848297850	\$ 98.74	5/21/2023		Acct#1003932603 - 04/01-30/23
<u>10316 - Wagamon Printing, Inc.</u>					



Walker County
Claims and Invoices Submitted for Payment

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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
5/4/2023	15518	\$ 649.00	5/21/2023	PO - 41514	Envelopes- CSCD - #10 Window Black Ink Qty: 6000 (12 boxes) Size: 4x9.5"
5/4/2023	15523	\$ 369.00	5/21/2023	PO - 41537	Envelopes, CSCD Leon County - #10 Window, Black Ink, Qty: 3000 (6 boxes), Size: 4x9.5"
5/4/2023	15523	\$ 369.00	5/21/2023	PO - 41537	Envelopes, CSCD Madison County - #10 Window, Black Ink, Qty: 3000 (6 boxes), Size: 4x9.5"
Invoice Total		\$ 738.00			
Cravey, James					
5/10/2023	A1305	\$ 31.44	5/21/2023		Miles 48.0 - 05/9/23
Tipton, Jeremy					
5/9/2023	293	\$ 250.00	5/21/2023		CSTS Contract Services - May 2023
GTS Technology Solutions, Inc.					
5/3/2023	INV0067735	\$ 3,434.01	5/21/2023	PO - 41526	210-BCTG - Dell Optiplex 7000 Small Form Factor, 12th Generation Intel Core i5-12500, Windows 10 Pro
Zarate, Claudia					
5/15/2023	D-865	\$ 102.18	5/21/2023		Miles 156.0 - 03/01/23-04/28/23
Reese, Cassandra					
5/15/2023	D-867	\$ 132.31	5/21/2023		Miles 202.0 - 3/14/23-05/10/23
AT&T Corp					
5/15/2023	0287309704	\$ 529.58	5/21/2023		Monthly Service - 05/11/23-06/10/23
5/15/2023	6307468701	\$ 529.58	5/21/2023		Monthly Service - 05/11/23-06/10/23
5/15/2023	7757048705	\$ 871.42	5/21/2023		Monthly Service - 05/07/23-06/06/23
Supervision - Totals		\$ 7,366.26			
Court Services					
Clark, Aimee C					
5/15/2023	D-871	\$ 140.00	5/21/2023		Per Diem/Rockwall, TX - 05/09-12/23



Walker County
Claims and Invoices Submitted for Payment

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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
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Adult Court Services - Totals **\$ 140.00**

50110-Adult Probation Support-
General Fund

10052 - Entergy

4/30/2023	137630976.2304	\$ 547.60	5/21/2023		Mo Svc 03/10/23-04/10/23- 705 FM 2821 Rd W
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Adult Probation Support- General Fund - Totals **\$ 547.60**

50170-Adult Substance Abuse
Services

12996 - Gifaldi, Heather

5/5/2023	D-853	\$ 188.64	5/21/2023		Mileage 288.0-04/13-27/23
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Adult Substance Abuse Services - Totals **\$ 188.64**

10000-Balance Sheet Accounts

10376 - Texas Parks & Wildlife

5/8/2023	423-028697	\$ 133.45	5/21/2023		JP4 Citations/#423-028697/Boucher, D. - 05/01/23
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10542 - Perdue Brandon Fielder Collins & Mott LLP

5/11/2023	IVC00072306	\$ 1,242.20	5/21/2023		JP1 Fines and Fees - April 2023
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5/11/2023	IVC00072307	\$ 224.10	5/21/2023		JP2 Fines and Fees - April 2023
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5/15/2023	IVC00072311	\$ 438.90	5/21/2023		JP3 Fines and Fees - April 2023
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5/11/2023	IVC00072327	\$ 779.07	5/21/2023		JP4 Fines and Fees - April 2023
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13792 - Tenth Court of Appeals

5/15/2023	D-876	\$ 246.50	5/21/2023		Appellate Judicial Fund Fees-SB41 4/23
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5/15/2023	D-876	\$ 170.00	5/21/2023		Appellate Judicial Fund Fees-SB41 4/23
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Invoice Total **\$ 416.50**

13997 - McGrew, Jaquad

5/15/2023	139954	\$ 15.00	5/21/2023		JP4 Refund/Docket#423-028640/McGrew, J. - 05/11/23
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Balance Sheet Accounts - Totals **\$ 3,249.22**

62021-CDBG-WC SUD

11362 - Schaumburg & Polk, Inc.

5/9/2023	0000011534.00-6	\$ 2,820.00	5/21/2023		Engineering Services,Project#7220490-11/29/21-01/02/22
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Walker County
Claims and Invoices Submitted for Payment

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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
5/9/2023	0000011534.00-7	\$ 9,870.00	5/21/2023		Engineering Services,Project#7220490-09/5/22 - 10/02/22
5/9/2023	0000011534.00-8	\$ 940.00	5/21/2023		Engineering Services,Project#7220490-10/3/22 - 10/30/22
4/12/2023	0000011534.00-9	\$ 3,055.00	5/21/2023		Engineering Services,Project#7220490-02/27/22 - 04/02/23
<u>GrantWorks</u>					
5/9/2023	2..	\$ 19,250.00	5/21/2023		Grant Services-Contract #7220490, 10/01/21 - 4/15/2023
<u>Property Management, LLC</u>					
5/9/2023	7220490-1	\$ 194,002.35	5/21/2023		Water Distribution System Improvements 2/23/23 - 3/31/23 Progress Payment #1
Totals		\$ 229,937.35			
Costs					
<u>e Huntsville Item</u>					
4/30/2023	185	\$ 683.00	5/21/2023		Monthly Service 04/15-28/23
<u>&T</u>					
5/17/2023	436-4900.050923	\$ 1,354.00	5/21/2023		Monthly Service - 05/09/23-06/08/23
<u>C Risk Management Pool</u>					
5/15/2023	NRDD-0008782	\$ 1,000.00	5/21/2023		Deductible/Claim #AL20223078-1, DOL 11/17/22
<u>thrie, Regina</u>					
6/1/2023	G230601	\$ 500.00	6/1/2023		Parking Lot Rental - 06/23
<u>ontier Communications of Texas</u>					
5/17/2023	344-2255.051323	\$ 136.43	5/21/2023		Monthly Service - 05/13/23-06/12/23
<u>estige Tower Services</u>					
5/11/2023	INV-463	\$ 300.00	5/21/2023		Monthly Tower Maintenance - April 23
5/11/2023	INV-471	\$ 300.00	5/21/2023		Monthly Tower Maintenance - May 23
<u>ttimum</u>					



Walker County
Claims and Invoices Submitted for Payment

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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
5/8/2023	07707154276015. 2305	\$ 10.50	5/21/2023		Adjustments
5/8/2023	07707154276015. 2305	\$ 34.99	5/21/2023		Fees 05/05/23-06/04/23
5/8/2023	07707154276015. 2305	\$ 90.54	5/21/2023		Monthly Service - 05/05/23-06/04/23 Public Access CH
5/8/2023	07707154276015. 2305	\$ 95.54	5/21/2023		Monthly Service - 05/05/23-06/04/23 Weigh Station
	Invoice Total	\$ 231.57			
Centralized Costs - Totals		\$ 4,505.00			
44010-Constable Precinct 1					
<u>10227 - Verizon Wireless</u>					
5/10/2023	9933401337	\$ 37.99	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
Constable Precinct 1 - Totals		\$ 37.99			
44020-Constable Precinct 2					
<u>10227 - Verizon Wireless</u>					
5/10/2023	9933401337	\$ 37.99	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
<u>12477 - Texas Top Cop Shop, Inc.</u>					
5/12/2023	82222	\$ 338.00	5/21/2023	PO - 41521	70721-23 - Walker County PCT 2 Constable Patch
<u>13796 - ODP Business Solutions, LLC</u>					
5/9/2023	306450958001	\$ 30.34	5/21/2023		Ref PO 41531 Never recd. credited on invoice 308919649001 AA Batteries x2
5/9/2023	308919649001	(\$ 30.34)	5/21/2023		Ref PO 41531 Never recd. Org invoice 306450958001 Credit AA Batteries x2
Constable Precinct 2 - Totals		\$ 375.99			
44030-Constable Precinct 3					
<u>10227 - Verizon Wireless</u>					
5/10/2023	9933401337	\$ 75.98	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
<u>10276 - Tyler Technologies, Inc.</u>					



Walker County
Claims and Invoices Submitted for Payment

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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
4/30/2023	130-136453	\$ 153.00	5/21/2023	PO - 41525	LD-R4KN5B - Zebra zQ520/RW420 Paper Roll, Qty: 36 rolls/case
Precinct 3 - Totals		\$ 228.98			
Precinct 4					
Ringo Tire & Service Center					
5/2/2023	169084	\$ 92.00	5/21/2023	PO - 41063	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
Verizon Wireless					
5/10/2023	9933401337	\$ 267.19	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
Tyler Technologies, Inc.					
4/30/2023	130-136453	\$ 153.00	5/21/2023	PO - 41525	LD-R4KN5B - Zebra zQ520/RW420 Paper Roll, Qty: 36 rolls/case
Southern Tire Mart, LLC					
5/16/2023	4590102641	\$ 507.56	5/21/2023	PO - 41567	F001685 - 265/60R17 FIREHAWK PRST, FAS# 10422
Walker County Transmissions/WC Auto					
5/4/2023	19285	\$ 550.38	5/21/2023	PO - 41062	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
Precinct 4 - Totals		\$ 1,570.13			
County Auditor					
Verizon Wireless					
5/10/2023	9933401337	\$ 113.97	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
Canon Solutions America, Inc.					
4/30/2023	6004119152	\$ 58.00	5/21/2023		Maintenance - Copier Usage - 03/31/23-4/29/23
County Auditor - Totals		\$ 171.97			
County Clerk					
ODP Business Solutions, LLC					
5/1/2023	309969350001	\$ 41.39	5/21/2023	PA - 2272	Battery/AAA/Energizer 24/bx x2, Wall Clock Round 12"
5/1/2023	309969350001	\$ 827.87	5/21/2023		Push Pin 200ct box, Thumb-Tack 100pk, Packaging Tape 6/pk, Sheet Protectors 7boxes, OD Paper CT x8, OD Binder 4" White x4, Binder LAD Quickfit 4" x4, Legal Pad 8pk, Corrugated Storage Boxes 10pk, Thermal Paper Rolls 2 1/4" x 50' 6pk x2, 10" x 15" Manila E



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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
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Invoice Total		\$ 869.26			
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5/15/2023	309977888001	\$ 18.94	5/21/2023	PA - 2272	AA Battery x2 bx
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5/15/2023	309977891001	\$ 189.99	5/21/2023	PA - 2272	36" Lectern
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5/15/2023	309977892001	\$ 159.99	5/21/2023	PA - 2272	Galaxy Tab A 7 Lite
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County Clerk - Totals **\$ 1,238.18**

30020-County Court at Law

10227 - Verizon Wireless

5/10/2023	9933401337	\$ 37.99	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
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10629 - Bennett Law Office PC

5/15/2023	A1307	\$ 700.00	5/21/2023		Cause #23-0161, 23-0105
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5/15/2023	A1308	\$ 900.00	5/21/2023		Cause #21-0527, 21-0528, 21-0529, 21-0530, Unfiled
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5/15/2023	A1309	\$ 700.00	5/21/2023		Cause #22-0647, Unfiled x2
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11428 - Trapp, Robert

5/15/2023	D-877	\$ 328.84	5/21/2023		Recusal Motion in Cause #F1615839A/ 4/10/23
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11811 - Law Office of Joseph W Krippel

5/15/2023	21-0849	\$ 500.00	5/21/2023		Cause #21-0849
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5/15/2023	22-0049	\$ 500.00	5/21/2023		Cause #22-0049
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5/15/2023	22-0416	\$ 500.00	5/21/2023		Cause #22-0416
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5/15/2023	23-0144	\$ 500.00	5/21/2023		Cause #23-0144
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5/15/2023	23-0147	\$ 500.00	5/21/2023		Cause #23-0147
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5/15/2023	23-0201	\$ 500.00	5/21/2023		Cause #23-0201
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5/15/2023	A1310	\$ 700.00	5/21/2023		Cause #23-0245, 23-0239 x2
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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
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5/15/2023	A1311	\$ 800.00	5/21/2023		Cause #22-0570 x2, 22-0663, Unfiled
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12531 - James, Reynolds & Spiegelhauer

5/15/2023	21-0741	\$ 500.00	5/21/2023		Cause #21-0741
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13289 - Cain Law, PLLC

5/2/2023	22-0666	\$ 600.00	5/21/2023		Cause #22-0666 CT1, CT2
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5/15/2023	23-0029	\$ 500.00	5/21/2023		Cause #23-0029
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5/2/2023	23-0125	\$ 500.00	5/21/2023		Cause #23-0125
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5/15/2023	23-0244	\$ 500.00	5/21/2023		Cause #23-0244
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5/15/2023	23-0246	\$ 500.00	5/21/2023		Cause #23-0246
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13655 - Riley, Michael

5/5/2023	22-0668	\$ 500.00	5/21/2023		Cause #22-0668
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5/5/2023	23-0027	\$ 500.00	5/21/2023		Cause #23-0027
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5/5/2023	23-0241	\$ 500.00	5/21/2023		Cause #23-0241
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5/5/2023	23-0242	\$ 500.00	5/21/2023		Cause #23-0242
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5/5/2023	23-0243	\$ 500.00	5/21/2023		Cause #23-0243
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5/5/2023	23-0247	\$ 500.00	5/21/2023		Cause #23-0247
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County Court at Law - Totals **\$ 13,266.83**

17010-County Facilities

10023 - Coburn's Huntsville # 15

5/4/2023	156212037	\$ 31.03	5/21/2023	PO - 41005	Building repairs, parts and supplies- 10/1/22-9/30/23
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10036 - CenterPoint Energy

5/17/2023	26067850.2305	\$ 44.49	5/21/2023		Mo Svc - 04/11/23-05/11/23-1301 Sam Houston Ave
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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
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5/17/2023	73707291.2305	\$ 44.49	5/21/2023		Mo Svc 04/11/23-05/11/23-1313 University Ave
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10052 - Entergy

4/30/2023	136069754.2304	\$ 508.96	5/21/2023		Mo Svc 03/10/23-04/10/23- 340 SH 75N Ste 100
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4/30/2023	136102514.2304	\$ 170.01	5/21/2023		Mo Svc 03/10/23-04/10/23- 344 SH 75N Bldg B
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4/30/2023	138475090.2304	\$ 3,870.36	5/21/2023		Mo Svc 03/08/23-04/07/23- 1100 University Ave
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4/30/2023	139330252.2304	\$ 150.46	5/21/2023		Mo Svc 03/10/23-04/10/23- 344 SH 75N Bldg A
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4/30/2023	140221086.2304	\$ 344.63	5/21/2023		Mo Svc 03/09/23-04/07/23- 1313 University Ave
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4/30/2023	141614206.2304	\$ 1,196.43	5/21/2023		Mo Svc 03/10/23-04/10/23- 717 FM 2821 Rd W
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4/30/2023	142141662.2304	\$ 1,689.06	5/21/2023		Mo Svc 03/09/23-04/07/23- 1301 Sam Houston Ave
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4/30/2023	173375866.2304	\$ 47.74	5/21/2023		Mo Svc 03/10/23-04/10/23- 344 SH 75N Bldg C
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10071 - Johnson Supply & Equipment Corp.

5/15/2023	11212791	\$ 56.23	5/21/2023	PO - 41009	HVAC repairs, parts and supplies-10/1/22-9/30/23
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5/15/2023	11212872	\$ 77.90	5/21/2023	PO - 41009	HVAC repairs, parts and supplies-10/1/22-9/30/23
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10143 - Walker County Hardware

5/4/2023	129885	\$ 13.99	5/21/2023	PA - 2207	Lawn Insect Killer 32oz
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5/8/2023	130066	\$ 3.23	5/21/2023	PA - 2207	Single cut key x2
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5/11/2023	130167	\$ 1.82	5/21/2023	PA - 2207	Hillman Fastners x10
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5/11/2023	130180	\$ 49.96	5/21/2023	PA - 2207	5/8"x25 All Seasons Hose x2, 5" Brass Nozzle Twist x2
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5/11/2023	130276	\$ 19.18	5/21/2023	PA - 2207	Union PVC 3/4x3/4 Slip x2
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5/11/2023	130297	\$ 14.48	5/21/2023	PA - 2207	Hillman Fastners x10, Tape Mounting 1/2x80" x2
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5/10/2023	130391	\$ 9.28	5/21/2023	PA - 2207	Permatex High Strength Removable Threadlocker Gel 0.18 oz, Hillman Fastener
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10317 - Home Depot

5/4/2023	0524696	\$ 191.82	5/21/2023	PA - 2204	Supply Line SP3/80DX1/2IPX12 x2 , Water Conn 3/8FLRX1/2"IPX12" x3, Water Conn 3/8" X1/2"X30" x3, Supply Line SP3/80DX1/2IPX16 x6, Supply Line SP3/80DX1/2IPX20 x12
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5/11/2023	1013022	\$ 138.42	5/21/2023	PA - 2204	1 in. x 4 in. x Random Length S4S Oak Hardwood Board x14, 1 in. x 8 in. x Random Length S4S Oak Board x7, 1 qt. Golden Oak Classic Wood Interior Stain
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5/11/2023	1013022	\$ 15.28	5/21/2023		2 in. x 15 ft. Safety Walk Step and Ladder Tread Tape
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	Invoice Total	\$ 153.70			
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5/4/2023	8623652	\$ 50.70	5/21/2023	PA - 2204	1 in. x 1 in. x 96 in. Polystyrene Light Oak Outside Corner Moulding x4, 1/8 in. x 48 in. x 96 in. Canyon Yew Wall Panel
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5/4/2023	8623652	\$ 51.37	5/21/2023		Power Grab Express 6 fl. oz. All Purpose Construction Adhesive Squeeze Tube x2, 8 oz. PVC Red Hot Blue Glue and Purple Primer Handy Pack, 5.5 oz. Industrial Graphite Dry Lubricant Spray, 12 oz. Original WD-40 Formula, Multi-Purpose Lubricant Spray with Sm
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	Invoice Total	\$ 102.07			
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5/5/2023	9610127	\$ 214.58	5/21/2023	PA - 2204	Schlage Keyless Ply X Elan, Keys Schlage x14
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5/5/2023	9610127	\$ 3.17	5/21/2023		Split Ring-Keyring
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	Invoice Total	\$ 217.75			
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10441 - Elliott Electric Supply

5/11/2023	10-27990-01	\$ 343.50	5/21/2023	PO - 41008	Electrical services, parts and supplies- 10/1/22-9/30/23
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13277 - Buckeye Cleaning Center - Houston

5/5/2023	90470728	(\$ 1,060.36)	5/21/2023		REF PA2202/Return of Original Invoice 90469552 Neutral Cleaner x6ea, 38x60 liner x4cs, roll towel x6cs, tissue jrt 1000' x6cs, tissue 2-ply x1cs, towel multifold x7cs, facial tissue x4cs
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5/15/2023	90495980	\$ 1,172.95	5/21/2023	PA - 2202	Eco PH Neutral Cleaner x12, Liner HD 30x37 500/cs x4, Liner HD 38x60 200/cs x4, Towel Rolls Nature 800' 6/cs x5, Tissue JRT 1000' 2 ply 12/cs x6, Multifold Towel 16 pk/cs 250/pk x6, Towel KRT 2-ply White 84/rl 30/cs x2, Facial Tissue Flat Box 2-ply 30/cs
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County Facilities - Totals **\$ 9,465.16**

50010-County Jail

10052 - Entergy

4/30/2023	136967221.2304	\$ 7,976.30	5/21/2023		Mo Svc 03/10/23-04/10/23- 655 Fm 2821 Rd Huntsville
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10066 - Huntsville Muffler Shop

5/12/2023	22794	\$ 7.00	5/21/2023		State Inspection/FAS#10432
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10143 - Walker County Hardware

5/17/2023	124891	\$ 98.94	5/21/2023	PO - 41049	Building repairs, parts and supplies- 10/1/22-9/30/23
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5/17/2023	127963	\$ 63.34	5/21/2023	PO - 41049	Building repairs, parts and supplies- 10/1/22-9/30/23
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5/17/2023	128129	\$ 13.11	5/21/2023	PO - 41049	Building repairs, parts and supplies- 10/1/22-9/30/23
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5/4/2023	129948	\$ 29.98	5/21/2023	PO - 41049	Building repairs, parts and supplies- 10/1/22-9/30/23
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5/4/2023	129957	\$ 10.99	5/21/2023	PO - 41049	Building repairs, parts and supplies- 10/1/22-9/30/23
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5/4/2023	129957	\$ 37.98	5/21/2023	PO - 41049	Building repairs, parts and supplies- 10/1/22-9/30/23
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Invoice Total **\$ 48.97**

5/4/2023	129989	\$ 10.99	5/21/2023	PO - 41049	Building repairs, parts and supplies- 10/1/22-9/30/23
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5/4/2023	130016	\$ 5.99	5/21/2023	PO - 41049	Building repairs, parts and supplies- 10/1/22-9/30/23
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10227 - Verizon Wireless

5/10/2023	9933401337	\$ 75.98	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
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10408 - Galls, LLC

5/1/2023	024347553	\$ 55.35	5/21/2023	PO - 41043	Uniforms- 10/1/22-9/30/23
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10442 - City Electric Supply

5/12/2023	HUN/062439	\$ 16.52	5/21/2023	PO - 41041	Electrical services, parts and supplies- 10/1/22-9/30/23
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11921 - Albert Sterling & Associates, Inc.

5/11/2023	23-0544	\$ 5,977.92	5/21/2023	PO - 41039	Building repairs, parts and supplies- 10/1/22-9/30/23
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13258 - Summit Food Service, LLC

5/9/2023	INV2000173147	\$ 7,386.29	5/21/2023	PO - 41110	Jail Food Services- 10/1/22-9/30/2023.
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5/16/2023	INV2000173853	\$ 7,258.55	5/21/2023	PO - 41110	Jail Food Services- 10/1/22-9/30/2023.
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13277 - Buckeye Cleaning Center - Houston

5/3/2023	90481457	\$ 540.66	5/21/2023	PA - 2238	Neutral Cleaner x6cs
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5/3/2023	90489132	\$ 930.32	5/21/2023	PA - 2238	Neutral Cleaner x7cs 24x32 Liner x5cs 38x63 Liner x10cs
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5/3/2023	90489429	\$ 305.56	5/21/2023	PA - 2238	Acid Cleaner x4cs
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5/3/2023	90490839	\$ 256.40	5/21/2023	PA - 2238	Foam Hand Wash x5 cs
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5/11/2023	90496321	\$ 901.10	5/21/2023	PA - 2238	Eco PH Neutral Cleaner x10cs
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13686 - Little, Clayton

5/8/2023	D-860	\$ 70.00	5/21/2023		Per Diem/Marietta, GA/Extradition - 03/16-17/23
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County Jail - Totals \$ 32,029.27

50020-County Jail Inmate Medical
Cost Center

10435 - Contract Pharmacy Services, Inc.

5/4/2023	04-263-23	\$ 13,978.52	5/21/2023	PA - 2231	Inmate Prescriptions - April 2023
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10436 - Clinical Pathology Laboratories, Inc.

5/10/2023	78026-202304-0	\$ 108.00	5/21/2023		CPL Lab Work 04/18/23
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13237 - Huntsville Family Dental PLLC

5/15/2023	D-880	\$ 816.97	5/21/2023		Dental Services - Vincent, C. 05/02/23
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13502 - Antwi, Stephen

4/30/2023	4-2023	\$ 8,500.00	5/21/2023		Physician Services/Jail - 04/01-30/23
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County Jail Inmate Medical Cost Center - Totals \$ 23,403.49

15010-County Judge



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10227 - Verizon Wireless

5/10/2023	9933401337	\$ 75.98	5/21/2023		Monthly Service - 03/26/23-04/25/23
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County Judge - Totals **\$ 75.98**

15020-County Judge - IT
Operations

10227 - Verizon Wireless

5/10/2023	9933401337	\$ 37.99	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
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County Judge - IT Operations - Totals **\$ 37.99**

20030-County Treasurer -
Collections

12085 - Staples Advantage

5/6/2023	3537593048	\$ 23.85	5/21/2023	PA - 2223	Bic 4-Color 3+1 Ball Pen, Self-Inking 20ML Refill Black/Red/Blue x5
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5/6/2023	3537593048	\$ 89.99	5/21/2023		Traymore Black Luxura Chair
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Invoice Total **\$ 113.84**

County Treasurer - Collections - Totals **\$ 113.84**

30010-Courts-Central Costs

12569 - Montgomery County Clerk

5/3/2023	23-15281	\$ 425.00	5/21/2023		Physician, Attorney Fees/Cause #23-15281
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Courts-Central Costs - Totals **\$ 425.00**

30050-Courts-Pretrial Bond
Supervision

13794 - Lambert, Kalyn

5/16/2023	D-881	\$ 402.00	5/21/2023		Per Diem/Miles 400/ Rockwall, TX - 05/09-12/23
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13796 - ODP Business Solutions, LLC

4/26/2023	310942796001	\$ 723.71	5/21/2023	PA - 2172	HP 30A Black Toner Cartridge x4, Portfolio Cover 11.75x9.5 bx x10, Stamp "Scanned" x3, OD Paper Carton x10, AA Alkaline Batteries Pack Of 6, AAA Alkaline Batteries 24 pk, Correction Tape 12 pack
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4/25/2023	310942800001	\$ 298.00	5/21/2023	PA - 2172	Topaz SigLite T-S460-BSB-R Signature Pad - 4.30" x 1.40" Active Area - USB x2
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Courts-Pretrial Bond Supervision - Totals **\$ 1,423.71**

32010-Criminal District Attorney



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10052 - Entergy

4/30/2023	138751359.2304	\$ 717.73	5/21/2023		Mo Svc 03/09/23-04/07/23- 1036 11th Street
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10077 - Lexis-Nexis

4/30/2023	3094471705	\$ 898.00	5/21/2023		Acct#4254HQXM9 Online Searches 04/1-30/23
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11066 - Canon Solutions America, Inc.

5/10/2023	6004121395	\$ 63.67	5/21/2023		Maintenance Copier Usage 03/31/23-04/29/23
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13796 - ODP Business Solutions, LLC

5/11/2023	310035803001	\$ 16.79	5/21/2023	PA - 2254	Coffee Filters 800ct
5/11/2023	310036988001	\$ 21.99	5/21/2023	PA - 2254	Tape, Magic 10pk x1
5/11/2023	310036990001	\$ 17.95	5/21/2023	PA - 2254	Plugable MDP-HDMI Active
5/11/2023	310239512001	\$ 42.53	5/21/2023	PA - 2254	Sharpie, Gel Black x1dz, Sharpie, Gel Blue x1dz, Marker Permanent x1dz
5/15/2023	310239512002	\$ 23.92	5/21/2023	PA - 2254	2GB Flash Drive x8
5/11/2023	310243182001	\$ 30.75	5/21/2023	PA - 2254	Wireless Presenter
5/11/2023	310776493001	\$ 74.95	5/21/2023	PA - 2254	2x10 wall sign x5

Criminal District Attorney - Totals **\$ 1,908.28**

32040-District Attorney
Supplement

13856 - Optimum

5/8/2023	07707154276015. 2305	\$ 27.28	5/21/2023		Monthly Service - 05/05/23-06/04/23
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District Attorney Supplement - Totals **\$ 27.28**

31010-District Clerk

10034 - Harris County Constable Pct. 4

5/16/2023	0405	\$ 150.00	5/21/2023		Service Fee-Tax Suits/T21-20
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10055 - Haney Paschal & Romoser, P.C.



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5/16/2023	0411	\$ 400.00	5/21/2023		Attorney Fee - Tax Suits/T07-312
<u>10079 - Harris County Constable Pct. 5</u>					
5/16/2023	0406	\$ 150.00	5/21/2023		Service Fee-Tax Suits/T14-175
<u>10124 - Travis County Constable Pct.5</u>					
5/16/2023	0409	\$ 70.00	5/21/2023		Service Fee-Tax Suits/T07-312
5/16/2023	0409	\$ 75.00	5/21/2023		Service Fee-Tax Suits/T14-175
5/16/2023	0409	\$ 80.00	5/21/2023		Service Fee-Tax Suits/T23-47
	Invoice Total	\$ 225.00			
<u>10186 - Harris County Constable Pct. 1</u>					
5/16/2023	0403	\$ 75.00	5/21/2023		Service Fee-Tax Suits/T14-175
5/16/2023	0403	\$ 75.00	5/21/2023		Service Fee-Tax Suits/T21-20
5/16/2023	0403	\$ 75.00	5/21/2023		Service Fee-Tax Suits/T22-66
	Invoice Total	\$ 225.00			
<u>10187 - Montgomery County Constable Pct. 3</u>					
5/16/2023	0408	\$ 75.00	5/21/2023		Service Fee-Tax Suits/T21-20
<u>10213 - Harris County Constable Pct. 7</u>					
5/16/2023	0407	\$ 75.00	5/21/2023		Service Fee-Tax Suits/T23-39
<u>10227 - Verizon Wireless</u>					
5/10/2023	9933401337	\$ 37.99	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
<u>10286 - Harris County Constable Pct. 3</u>					
5/16/2023	0404	\$ 75.00	5/21/2023		Service Fee-Tax Suits/T21-20
<u>10296 - Dallas County Constable Pct. 1</u>					
5/16/2023	0402	\$ 60.00	5/21/2023		Service Fee-Tax Suits/T07-312
<u>10542 - Perdue Brandon Fielder Collins & Mott LLP</u>					
5/16/2023	0301	\$ 75.00	5/21/2023		Abstractor Fee-Tax Suits/T21-07



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5/16/2023	0301	\$ 100.00	5/21/2023		Abstractor Fee-Tax Suits/T21-20
5/16/2023	0301	\$ 250.00	5/21/2023		Abstractor Fee-Tax Suits/T22-151
5/16/2023	0301	\$ 250.00	5/21/2023		Abstractor Fee-Tax Suits/T22-66
5/16/2023	0301	\$ 250.00	5/21/2023		Abstractor Fee-Tax Suits/T23-27
5/16/2023	0301	\$ 250.00	5/21/2023		Abstractor Fee-Tax Suits/T23-39
5/16/2023	0301	\$ 250.00	5/21/2023		Abstractor Fee-Tax Suits/T23-43
5/16/2023	0301	\$ 250.00	5/21/2023		Abstractor Fee-Tax Suits/T23-47
5/16/2023	0301	\$ 55.00	5/21/2023		Secretary of State Fees-Tax Suits/T07-312
5/16/2023	0301	\$ 165.00	5/21/2023		Secretary of State Fees-Tax Suits/T14-175
Invoice Total		\$ 1,895.00			
<u>12075 - Trinity County Constable Pct. 3</u>					
5/16/2023	0410	\$ 80.00	5/21/2023		Service Fee-Tax Suits/T22-151
<u>13999 - Brazoria County Sheriff</u>					
5/16/2023	0401	\$ 75.00	5/21/2023		Service Fee-Tax Suits/T21-07
District Clerk - Totals		\$ 3,522.99			
46010-Emergency Operations					
<u>10052 - Entergy</u>					
4/30/2023	137532164.2304	\$ 2,079.30	5/21/2023		Mo Svc 03/10/23-04/10/23- 445 SH 75N
<u>10089 - Pegoda, Sherri L</u>					
5/8/2023	D-856	\$ 160.00	5/21/2023		Advance Per Diem/Ft. Worth - 05/29/23-06/02/23
<u>10103 - Ringo Tire & Service Center</u>					
5/4/2023	169268	\$ 7.00	5/21/2023		FAS#12722 Vehicle Inspection
<u>10227 - Verizon Wireless</u>					
5/10/2023	9933401337	\$ 75.98	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
<u>10806 - Davis, Alvin</u>					
5/8/2023	D-855	\$ 160.00	5/21/2023		Advance Per Diem/Ft. Worth - 05/29/23-06/02/23



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10823 - Connell, Joseph

5/5/2023	4-23	\$ 2,000.00	5/21/2023		CERT Services 04/01-30/23
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5/8/2023	D-857	\$ 160.00	5/21/2023		Advance Per Diem/Ft. Worth - 05/29/23-06/02/23
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11780 - NI Government Services, Inc.

5/3/2023	23043229681	\$ 73.73	5/21/2023		Satellite Phone Service 04/01-30/23
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13676 - DirecTV LLC

5/17/2023	039643069.23051 1	\$ 99.99	5/21/2023		Monthly Service - 05/10/23-06/09/23
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5/17/2023	075669314.23051 1	\$ 103.99	5/21/2023		Monthly Service - 05/10/23-06/09/23
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Emergency Operations - Totals **\$ 4,919.99**

17020-Facilities-Justice Center
Municipal Allocation

10052 - Entergy

4/30/2023	141614206.2304	\$ 291.02	5/21/2023		Mo Svc 03/10/23-04/10/23- 717 FM 2821 Rd W
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Facilities-Justice Center Municipal Allocation - Totals **\$ 291.02**

19990-General Government
Projects

10708 - Siemens Industry, Inc.

5/16/2023	5330800930	\$ 15,668.10	5/21/2023	PO - 41342	Overall Courthouse Security Upgrade
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5/16/2023	5330852578	\$ 1,741.08	5/21/2023	PO - 41342	Overall Courthouse Security Upgrade
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13937 - Johnson Controls Inc

5/11/2023	1-128763435274	\$ 3,320.68	5/21/2023	PO - 41476	Assessment Repairs - Provide and Replace (1) Outdoor Air Temperature Sensor, Provide and Replace (1) DA-T for AHU 5, Provide and Replace (1) Valve Actuator for MAHU, Verify Operation of the Above, Verify Operation of MAHU and AHU2 After Customer Provided
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5/11/2023	1-128763435274	\$ 2,104.41	5/21/2023	PO - 41476	Graphics: - Create AHU, Zone and Chiller Summary Graphics With Each Point Listed. Does Not Include Floor Plan Graphics
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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
5/11/2023	1-128763435274	\$ 10,368.00	5/21/2023	PO - 41476	Walker County Storm Shelter BAS - Metasys Upgrade - Required for Mobile and/or Remote Access, Download Database from (1) NCE (Site Director), Provide and Install (1) SNC25 Supervisory Controller, Reconnect Trunk and any Points Utilized by Old NCE, Upload
Invoice Total		\$ 15,793.09			
ment Projects - Totals		\$ 33,202.27			
Human Services					
rvice Cont					
a B Huff Humane Society					
5/13/2023	042023	\$ 1,425.00	5/21/2023		SNAP Service - April 2023
5/13/2023	202304	\$ 1,000.00	5/21/2023		Service for April 2023
nior Center of Walker County					
6/1/2023	SC230601	\$ 1,040.00	6/1/2023		Service Contract - 06/23
an Services -		\$ 3,465.00			
Services Contracts - Totals					
eace Precinct 1					
on Solutions America, Inc.					
5/17/2023	611805	\$ 26.17	5/21/2023		Maintenance Copier Usage 01/03/23-04/02/23
Precinct 1 - Totals		\$ 26.17			
eace Precinct 2					
rizon Wireless					
5/10/2023	9933401337	\$ 37.99	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
Precinct 2 - Totals		\$ 37.99			
eace Precinct 3					
ergy					
4/30/2023	137396024.2304	\$ 98.50	5/21/2023		Mo Svc 03/30/23-04/28/23- 2968 Hwy 19
fcoat, Steven (Randy)					
5/5/2023	D-852	\$ 431.47	5/21/2023		Per Diem/Miles 445.0/San Marcos, TX -04/09-12/23
Precinct 3 - Totals		\$ 529.97			
eace Precinct 4					
nterPoint Energy					



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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
5/10/2023	46062469.2304	\$ 26.82	5/21/2023		Mo Svc 03/27/23-04/25/23 9360 State Hwy 75 S <u>10052 - Entergy</u>
4/30/2023	142756261.2304	\$ 187.75	5/21/2023		Mo Svc 03/27/23-04/25/23- 9134 SH 75S <u>10285 - Texas State University-San Marcos</u>
5/15/2023	D-875	\$ 300.00	5/21/2023		2023 Legislative Update Workshop/Cole, S., Bohack,A., Yancey, H., Buck,T.
Justice of Peace Precinct 4 - Totals		\$ 514.57			
36070-Juvenile HGAC Services Grant					
	<u>12699 - Cleveland, Mervin</u>				
5/14/2023	0000067	\$ 520.00	5/21/2023		Srv Rnd-04/02-27/23, PID#3201, 3243, 3265, 3257, DCNTRYMN <u>13270 - New Horizons Mental Wellness Counseling</u>
5/2/2023	1068	\$ 2,175.00	5/21/2023		Srvs Rend/PID #3032, #3087, #3162, #3216, #3235, #3246, #3261, #3067
Juvenile HGAC Services Grant - Totals		\$ 2,695.00			
36010-Juvenile Probation Support - General Fund					
	<u>10052 - Entergy</u>				
4/30/2023	138483110.2304	\$ 235.90	5/21/2023		Mo Svc 03/09/23-04/07/23- 1021 University Ave <u>10288 - Montgomery County Juvenile Department</u>
4/19/2023	2023-29	\$ 540.00	5/21/2023		Detention - March 2023, 3/26-31/23, PID#1700029915 MHCKS
5/4/2023	2023-35	\$ 990.00	5/21/2023		Detention - April 2023, 4/01/23-4/11/23, PID#1700029915 MHCKS
Juvenile Probation Support - General Fund - Totals		\$ 1,765.90			
36040-Juvenile State/Grant Aid					
	<u>13324 - Smith County</u>				
5/4/2023	WC 202304	\$ 5,850.00	5/21/2023		Detention, PID#3197, 04/01-30/23
Juvenile State/Grant Aid - Totals		\$ 5,850.00			



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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
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34030-Law Library

10212 - Thomson Reuters - West

5/8/2023	848344248	\$ 173.42	5/21/2023		Acct#1005229398 - 05/1-31/23
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Law Library - Totals **\$ 173.42**

61050-Litter Control - General
Fund

10345 - Bill Fick Ford

5/11/2023	FOCB371354	\$ 1,718.48	5/21/2023	PO - 41498	Vehicle Repairs, FAS# 11939
5/11/2023	FOCB371354	(\$ 190.77)	5/21/2023	PO - 41498	Vehicle Repairs, FAS# 11939
	Invoice Total	\$ 1,527.71			

12262 - City of Riverside

5/11/2023	3293058V123	\$ 1,500.00	5/21/2023	PO - 41579	Trash Bash Dumpsters - 40 YD Dumpster Final Pull 4/1/23, Additional Dumpster Final Pull 4/3/23
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13614 - Auto Parts of Huntsville, Inc

5/17/2023	534300	\$ 50.38	5/21/2023	PO - 41056	Equipment repairs, parts and supplies- 10/1/22-9/30/23
5/17/2023	534300	\$ 13.90	5/21/2023	PO - 41056	Equipment repairs, parts and supplies- 10/1/22-9/30/23
	Invoice Total	\$ 64.28			

Litter Control - General Fund - Totals **\$ 3,091.99**

61020-Planning and Development

10098 - Reliable Parts Co.

5/8/2023	002059113	\$ 5.99	5/21/2023	PO - 41074	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
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10227 - Verizon Wireless

5/10/2023	9933401337	\$ 113.97	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
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11066 - Canon Solutions America, Inc.

5/15/2023	6004121153	\$ 186.57	5/21/2023		Maintenance - Copier Usage 03/31/23-04/29/23
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13796 - ODP Business Solutions, LLC

5/15/2023	309711978001	\$ 194.67	5/21/2023	PA - 2194	Paper Fastners x4bx, Note 18pk x1pk, #10 Envelope x2bx, Ltr Astro Paper x2rm, Jumbo Paper Clips x2bx, Paper x3ct
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Planning and Development - Totals **\$ 501.20**

49940-Public Safety
Governmental/Services Contracts



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10017 - Thomas Lake Road Volunteer Fire Department

6/1/2023	TL230601	\$ 600.00	6/1/2023		Fire Protection - 06/23
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10020 - City of Huntsville

6/1/2023	CH230601	\$ 20,541.00	6/1/2023		Fire Protection - 06/23
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10029 - Crabbs Prairie Fire Department

6/1/2023	CP230601	\$ 1,000.00	6/1/2023		Fire Protection - 06/23
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6/1/2023	CPPP230601	\$ 1,000.00	6/1/2023		Fire Protection - 06/23
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10068 - Riverside Volunteer Fire Department

6/1/2023	R230601	\$ 759.00	6/1/2023		Fire Protection - 06/23
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6/1/2023	WC230601	\$ 600.00	6/1/2023		Fire Protection - 06/23
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10182 - Dodge Volunteer Fire Department

6/1/2023	D230601	\$ 600.00	6/1/2023		Fire Protection - 06/23
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Public Safety Governmental/Services Contracts - \$ 25,100.00
Totals

49990-Public Safety Projects

10318 - HBI Office Solutions, Inc.

5/12/2023	19947	\$ 901.82	5/21/2023	PO - 41350	Installation - Labor To Receive, Inspect, Deliver, Install/Set In Place/Make Ready for Use, Remove All Trash and Packing Materials From Customer Premises During Normal Business Hours
5/12/2023	19947	\$ 388.56	5/21/2023	PO - 41350	LLL31 - Light-LED, 60 Watt, Linear, Stand Alone, Daisy Chain Starter, 31W
5/12/2023	19947	\$ 813.24	5/21/2023	PO - 41350	RBB72TAK - Universal; Bin-In The Case, Technology/Answer/Kick App 72W
5/12/2023	19947	\$ 370.06	5/21/2023	PO - 41350	RHK72 - Hutch Kit, 72W
5/12/2023	19947	\$ 876.68	5/21/2023	PO - 41350	RLF18362P - Universal; Lateral File, 2 Drawers Proud Steel Front 18D x 36W x 28H
5/12/2023	19947	\$ 559.02	5/21/2023	PO - 41350	RPF3027AP - Pedestal-Fixed, 2 Box / 1 File, Proud Steel Front, 29 1/2D x 15W x 27H
5/12/2023	19947	\$ 976.18	5/21/2023	PO - 41350	RSC18362AP - Cabinet-Storage, 1 Adjustable Shelf, Proud Steel Front, 18D x 36W x 28H



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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
5/12/2023	19947	\$ 343.06	5/21/2023	PO - 41350	UE30 - End Support, 30D
5/12/2023	19947	\$ 209.49	5/21/2023	PO - 41350	UFC30T - Leg-Universal, Table, Closed, 30D
5/12/2023	19947	\$ 158.04	5/21/2023	PO - 41350	UMF30 - Panel-Modesty, Full Height, 30W
5/12/2023	19947	\$ 240.14	5/21/2023	PO - 41350	USWS - Worksurface-Straight, Laminate, Plastic edge Profile, Size Option: Modular, Depth: 18.87500 Width: 72.00000
5/12/2023	19947	\$ 118.39	5/21/2023	PO - 41350	USWS - Worksurface-Straight, Laminate, Plastic Edge Profile, Size Option: Modular, Depth: 30.00000 Width: 54.00000
5/12/2023	19947	\$ 251.96	5/21/2023	PO - 41350	USWS - Worksurface-Straight, Laminate, Plastic Edge Profile, Size Option: Modular, Depth: 30.00000 Width: 60.00000
Invoice Total		\$ 6,206.64			

Public Safety Projects - Totals

\$ 6,206.64

20040-Purchasing

10227 - Verizon Wireless

5/10/2023	9933401337	\$ 149.10	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
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11741 - Dearwester, Charlsa

5/15/2023	D-866	\$ 292.68	5/21/2023		Per Diem/Miles 256.0/Waco, TX - 05/08/23-05/11/23
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13796 - ODP Business Solutions, LLC

5/2/2023	307102046001	\$ 79.78	5/21/2023	PA - 2258	Print & Copy Paper, Letter Size (8 1/2" x 11"), 92 (U.S.) Brightness, 20 Lb, White, 500 Sheets Per Ream, Case Of 10 Reams x2
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5/11/2023	310927577001	\$ 97.01	5/21/2023	PA - 2258	5x8 Legal Pad White x1pk, Notebook x1ea, Scatch Tape x1pk, Duster x1pk, 1/3 cut Ltr Folder x2bx, Ltr Pocket File x1bx
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Purchasing - Totals

\$ 618.57

**11578-Revenues-Sheriff
Commissary Fund**

10421 - Coca Cola Southwest Beverages LLC

5/1/2023	25994200611	\$ 291.68	5/21/2023		Core Spa -CS x4, Energy D -CS x2, Enhanced Water, Water x2
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13503 - NCIC Inmate Communications

5/4/2023	0023584-IN	\$ 3,313.24	5/21/2023		Commissary Sales/Debit Time/Video/Messaging-03/01-31/23
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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
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5/11/2023	0023853-IN	\$ 2,801.68	5/21/2023		Commissary Sales/Debit Time/Video/Messaging-04/01-30/23
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Revenues-Sheriff Commissary Fund - Totals **\$ 6,406.60**

82200-Road and Bridge General

10052 - Entergy

4/30/2023	142697036.2304	\$ 390.55	5/21/2023		Mo Svc 03/30/23-04/28/23- 2986 Hwy 19 Emulsion Tank
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10095 - RB Everett & Company

5/9/2023	SI123499	\$ 509.20	5/21/2023	PO - 40937	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
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10098 - Reliable Parts Co.

4/20/2023	002057779	\$ 82.78	5/21/2023	PO - 40938	Equipment parts and supplies- 10/1/22-9/30/23
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13614 - Auto Parts of Huntsville, Inc

4/19/2023	533839	\$ 36.96	5/21/2023	PO - 40931	Equipment parts and supplies- 10/1/22-9/30/23.
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5/11/2023	538145	\$ 308.24	5/21/2023	PO - 40931	Vehicle parts and supplies- 10/1/22-9/30/23.
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13666 - Crafco, Inc.

5/8/2023	9402917002	\$ 886.16	5/21/2023	PO - 41536	20140-TX12 - 28" Hitch Extension- Bolts, Washers, Nuts, Shipping
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5/8/2023	9402917002	(\$ 6.56)	5/21/2023	PO - 41536	20140-TX12 - 28" Hitch Extension- Bolts, Washers, Nuts, Shipping
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Invoice Total **\$ 879.60**

Road and Bridge General - Totals **\$ 2,207.33**

82210-Road and Bridge Precinct 1

10052 - Entergy

4/30/2023	136102902.2304	\$ 231.03	5/21/2023		Mo Svc 03/10/23-04/10/23- 350A SH75N Road Dept
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10098 - Reliable Parts Co.

5/11/2023	002059328	\$ 111.30	5/21/2023	PO - 40884	Vehicle parts and supplies- 10/1/22-9/30/23
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10103 - Ringo Tire & Service Center

5/11/2023	169326	\$ 7.00	5/21/2023		State Inspection/FAS#10348
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5/11/2023	169327	\$ 7.00	5/21/2023		State Inspection/FAS#10344
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10143 - Walker County Hardware

5/4/2023	129441	\$ 5.99	5/21/2023	PO - 40887	Operating Supplies- 10/1/22-9/30/23
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5/4/2023	129469	\$ 31.99	5/21/2023	PO - 40887	Operating Supplies- 10/1/22-9/30/23
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5/8/2023	129960	\$ 37.88	5/21/2023	PO - 40887	Operating Supplies- 10/1/22-9/30/23
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10502 - Huntsville Farm Supply, LLC

4/19/2023	757786	\$ 38.00	5/21/2023	PO - 40876	Operating Supplies- 10/1/22-9/30/23.
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11389 - Huntsville A-1 Tire Repair, LLC

5/12/2023	51273	\$ 405.29	5/21/2023	PO - 41107	Vehicle parts and supplies- 10/1/22-9/30/23 -
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5/12/2023	51275	\$ 55.00	5/21/2023	PO - 41107	Equipment parts and supplies- 10/1/22-9/30/23
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11698 - Custom Products Corporation

5/12/2023	391360	\$ 149.96	5/21/2023	PO - 41585	Q1KFR - Freight Estimate Only
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5/12/2023	391360	\$ 550.00	5/21/2023	PO - 41585	RPB990F - Bracket Std 5.5" Cross Piece for Flat Blades 990F (50/Box) (C)
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5/12/2023	391360	\$ 597.50	5/21/2023	PO - 41585	RPOCP102 - Post U Channel Paint Green 10FT 2LB (50/LB)
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5/12/2023	391360	\$ 82.62	5/21/2023	PO - 41585	S1218R163HA - 12x18 NO DUMPING VIOLATORS WILL BE PROSECUTED, BK/WH HIP/AL
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Invoice Total		\$ 1,380.08			
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12724 - Knife River Corporation South

5/4/2023	907820	\$ 2,680.14	5/21/2023	PO - 41469	Road Material - 2/20/23-09/30/23
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13614 - Auto Parts of Huntsville, Inc

5/11/2023	538008	\$ 107.14	5/21/2023	PO - 40865	Vehicle parts and supplies- 10/1/22-9/30/23
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5/11/2023	538016	\$ 39.00	5/21/2023	PO - 40865	Vehicle parts and supplies- 10/1/22-9/30/23
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13666 - CrafcO, Inc.

5/11/2023	9402921214	\$ 9,124.71	5/21/2023	PO - 41561	Road Materials- 4/10/23-9/30/23
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13796 - ODP Business Solutions, LLC

5/3/2023	309650288001	\$ 252.21	5/21/2023	PO - 41021	Office Supplies- 10/1/22-9/30/23
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Road and Bridge Precinct 1 - Totals

\$ 14,513.76

82220-Road and Bridge Precinct 2

10143 - Walker County Hardware

5/11/2023	127917	\$ 278.89	5/21/2023	PO - 40920	Operating Supplies- 10/1/22-9/30/23
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5/11/2023	128699	\$ 68.60	5/21/2023	PO - 40920	Operating Supplies- 10/1/22-9/30/23
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5/11/2023	129345	\$ 19.15	5/21/2023	PO - 40920	Operating Supplies- 10/1/22-9/30/23
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5/11/2023	130378	\$ 37.92	5/21/2023	PO - 40920	Operating Supplies- 10/1/22-9/30/23
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5/11/2023	130386	\$ 29.90	5/21/2023	PO - 40920	Operating Supplies- 10/1/22-9/30/23
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10227 - Verizon Wireless

5/10/2023	9933401337	\$ 38.05	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
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11390 - Ellis D. Walker Trucking, LLC

5/4/2023	10371	\$ 2,823.80	5/21/2023	PO - 41098	Road Materials- 10/1/22-9/30/23
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5/4/2023	10372	\$ 6,263.60	5/21/2023	PO - 41098	Road Materials- 10/1/22-9/30/23
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5/4/2023	10386	\$ 2,264.36	5/21/2023	PO - 41098	Road Materials- 10/1/22-9/30/23
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5/11/2023	10399	\$ 3,283.56	5/21/2023	PO - 41098	Road Materials- 10/1/22-9/30/23
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5/11/2023	10400	\$ 4,661.44	5/21/2023	PO - 41098	Road Materials- 10/1/22-9/30/23
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5/11/2023	10413	\$ 5,023.20	5/21/2023	PO - 41098	Road Materials- 10/1/22-9/30/23
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5/4/2023	10414	\$ 7,080.36	5/21/2023	PO - 41098	Road Materials- 10/1/22-9/30/23
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13156 - Ernst, Rhonda

6/1/2023	E230601	\$ 10.00	6/1/2023		Parking Area Lease - 06/23
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13563 - Piney Woods Sanitation, Inc.



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5/17/2023	06/23 RB2	\$ 116.77	5/21/2023		Monthly Service - 06/01-30/23
<u>to Parts of Huntsville, Inc</u>					
4/27/2023	535400	\$ 460.93	5/21/2023	PO - 41236	Operating Supplies- 10/1/22-9/30/23
5/12/2023	537578	\$ 15.18	5/21/2023	PO - 41236	Operating Supplies- 10/1/22-9/30/23
5/12/2023	537629	\$ 70.14	5/21/2023	PO - 41236	Equipment repairs, parts and supplies- 10/1/22-9/30/23
5/12/2023	537783	\$ 12.52	5/21/2023	PO - 41236	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
5/12/2023	538046	\$ 118.45	5/21/2023	PO - 41236	Oil, lubricants and fluids- 10/1/22-9/30/23..
e Precinct 2 - Totals		\$ 32,676.82			
ridge Precinct 3					
<u>veland Asphalt</u>					
5/2/2023	26702	\$ 14,270.00	5/21/2023	PO - 41088	Road Materials- 10/1/22-9/30/23
5/3/2023	26704	\$ 14,356.55	5/21/2023	PO - 41088	Road Materials- 10/1/22-9/30/23
5/11/2023	26718	\$ 5,123.57	5/21/2023	PO - 41088	Road Materials- 10/1/22-9/30/23
<u>nterPoint Energy</u>					
5/17/2023	31986573.2305	\$ 45.27	5/21/2023		Mo Svc - 04/11/23-05/11/23-2986 State Hwy 19B
<u>ergy</u>					
4/30/2023	137430310.2304	\$ 235.57	5/21/2023		Mo Svc 03/30/23-04/28/23- 2986 B Hwy 19
<u>Coy's Building Supply Center</u>					
5/8/2023	4380799	\$ 31.45	5/21/2023	PO - 40957	Vehicle Repairs- 10/1/22-9/30/23
5/9/2023	4380829	\$ 4.96	5/21/2023	PO - 40957	Vehicle Repairs- 10/1/22-9/30/23
<u>liable Parts Co.</u>					
5/12/2023	002059074	\$ 34.96	5/21/2023	PO - 40962	Operating Supplies- 10/1/22-9/30/23



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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
5/17/2023	002059262	\$ 132.95	5/21/2023	PO - 40962	Equipment parts and supplies- 10/1/22-9/30/23
5/17/2023	002059262	\$ 29.00	5/21/2023	PO - 40962	FAS#10182 Ref PO 40962 Battery Core Fee
5/17/2023	002059262	\$ 2.79	5/21/2023	PO - 40962	Operating Supplies- 10/1/22-9/30/23
	Invoice Total	\$ 164.74			
5/12/2023	002059282	\$ 121.25	5/21/2023	PO - 40962	Equipment parts and supplies- 10/1/22-9/30/23
<u>10103 - Ringo Tire & Service Center</u>					
5/8/2023	169304	\$ 7.00	5/21/2023		Vehicle Inspection/FAS#10349
5/8/2023	169314	\$ 7.00	5/21/2023		Equipment Inspection/FAS#10294
<u>10614 - Doggett Machinery Services</u>					
5/10/2023	J27320	\$ 138.11	5/21/2023	PO - 40947	Equipment repairs, parts and supplies- 10/1/22-9/30/23
<u>11389 - Huntsville A-1 Tire Repair, LLC</u>					
5/12/2023	140142	\$ 120.00	5/21/2023	PO - 40950	Equipment repairs, parts and supplies- 10/1/22-9/30/23
5/8/2023	140143	\$ 333.45	5/21/2023	PO - 40950	Equipment repairs, parts and supplies- 10/1/22-9/30/23
5/8/2023	51098	\$ 19.59	5/21/2023	PO - 40950	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
<u>11538 - WRS Hydraulic Service, Inc.</u>					
5/10/2023	3991	\$ 220.00	5/21/2023	PO - 41113	Equipment repairs, parts and supplies- 10/1/22-9/30/23.
<u>12009 - Lansdowne-Moody Co.</u>					
5/15/2023	EN06235	\$ 7,908.88	5/21/2023	PO - 41494	AP-SSG2524 - Land Pride Stump Grinder (LP2032)
<u>12055 - Woods Tree Service LLC</u>					
4/6/2023	1031	\$ 2,150.00	5/21/2023	PO - 40968	Tree Services - 10/1/22-9/30/23
4/11/2023	1032	\$ 2,600.00	5/21/2023	PO - 40968	Tree Services - 10/1/22-9/30/23
<u>12490 - Cintas Corporation #2</u>					
5/1/2023	4154033805	\$ 5.98	5/21/2023		Mat Rentals



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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
5/1/2023	4154033805	\$ 156.39	5/21/2023	PA - 2221	Uniform Services
	Invoice Total	\$ 162.37			
5/8/2023	4154755090	\$ 5.98	5/21/2023		Mat Rentals
5/8/2023	4154755090	\$ 156.39	5/21/2023	PA - 2221	Uniform Services
	Invoice Total	\$ 162.37			
5/15/2023	4155504074	\$ 5.98	5/21/2023		Mat Rentals
5/15/2023	4155504074	\$ 156.39	5/21/2023	PA - 2221	Uniform Services
	Invoice Total	\$ 162.37			
<u>Key Woods Sanitation, Inc.</u>					
5/17/2023	06/23 RB3	\$ 77.85	5/21/2023		Monthly Service - 06/01-30/23
<u>Auto Parts of Huntsville, Inc</u>					
4/26/2023	535223	\$ 429.63	5/21/2023	PO - 40942	Equipment parts and supplies- 10/1/22-9/30/23
5/4/2023	536681	\$ 95.40	5/21/2023	PO - 40942	Operating Supplies- 10/1/22-9/30/23
5/4/2023	536681	\$ 27.29	5/21/2023	PO - 40942	Vehicle parts and supplies- 10/1/22-9/30/23
	Invoice Total	\$ 122.69			
5/8/2023	537322	\$ 14.07	5/21/2023	PO - 40942	Operating Supplies- 10/1/22-9/30/23
5/15/2023	537330	\$ 309.92	5/21/2023	PO - 40942	Vehicle parts and supplies- 10/1/22-9/30/23
5/8/2023	537335	\$ 1.99	5/21/2023	PO - 40942	Operating Supplies- 10/1/22-9/30/23
5/8/2023	537394	\$ 11.81	5/21/2023	PO - 40942	Operating Supplies- 10/1/22-9/30/23
5/15/2023	537542	\$ 5.84	5/21/2023	PO - 40942	Operating Supplies- 10/1/22-9/30/23
5/10/2023	537842	\$ 375.62	5/21/2023	PO - 40942	Equipment parts and supplies- 10/1/22-9/30/23
e Precinct 3 - Totals		\$ 49,728.88			
ridge Precinct 4					
<u>Cleveland Asphalt</u>					
5/2/2023	26705	\$ 424.29	5/21/2023	PO - 41359	Road Materials- 1/1/23-9/30/23



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5/4/2023 26719 \$ 540.00 5/21/2023 PO - 41359 Road Materials- 1/1/23-9/30/23

10036 - CenterPoint Energy

5/1/2023 45999638.2304 \$ 71.78 5/21/2023 Mo Svc 03/27/23-04/25/23 9368 State Hwy 75 S

10052 - Entergy

4/30/2023 141308965.2304 \$ 204.23 5/21/2023 Mo Svc 03/24/23-04/21/23- 9368 SH 75S

10067 - Huntsville Truck & Tractor, Inc.

5/2/2023 38815 \$ 980.70 5/21/2023 PO - 41369 Equipment Repairs-1/1/23-9/30/23

10092 - Powers Auto Supply

5/2/2023 131793 \$ 23.99 5/21/2023 PA - 2277 FAS #10306 - Mirror - Exterior Rear View Economy, West Coast Bright

5/2/2023 131796 \$ 28.25 5/21/2023 PA - 2277 Permatex High Strength Red Threadlocker

5/4/2023 131875 \$ 55.96 5/21/2023 PA - 2277 FAS# 12417 - Diesel Exhaust Fluid x4

5/8/2023 132055 \$ 45.54 5/21/2023 PA - 2277 1 Gallon Antifreeze x6

5/11/2023 132203 \$ 8.99 5/21/2023 PA - 2277 FAS#12215 - PX Clear RTV Silicone

10143 - Walker County Hardware

5/4/2023 129697 \$ 74.99 5/21/2023 PA - 2281 Step Ladder (Alum type 1)
Returned Ref Inv #129698

5/4/2023 129698 (\$ 74.99) 5/21/2023 REF PA 2281
Even exchange purchase
Step Ladder (Alum type 1)

5/4/2023 129698 \$ 74.99 5/21/2023 Ref PA2281
Even exchange invoice
Step Ladder (225#)

Invoice Total \$ 0.00

5/4/2023 129752 \$ 26.99 5/21/2023 PA - 2281 Toilet Seat

5/2/2023 130009 \$ 25.19 5/21/2023 PA - 2281 Hillman Fasteners x40, Cleaning Wipes 90 pack

10227 - Verizon Wireless



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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
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5/10/2023	9933401337	\$ 37.99	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
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10454 - Southern Tire Mart, LLC

5/5/2023	4560097663	\$ 193.70	5/21/2023		FAS#10431/REF PO 41449 Tire Change x2, Balance Tire x2, Valve Stem x2, Valve Cap x2, Tire Disposal x2, Taxable Tire Related Materials Will be credited on 4560099631 and re-invoiced on 4560099630
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5/5/2023	4560099630	\$ 189.90	5/21/2023	PO - 41449	Vehicle Tire Repairs- 1/1/23-9/30/23
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5/5/2023	4560099631	(\$ 193.70)	5/21/2023		FAS#10431/REF PO 41449/Credit for Inv 4560097663/ Tire Change x2, Balance Tire x2, Valve Stem x2, Valve Cap x2, Tire Disposal x2, Taxable Tire Related Materials Will be re-invoiced on 4560099630
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11776 - GTS Technology Solutions, Inc.

5/3/2023	INV0067675	\$ 1,144.67	5/21/2023	PO - 41564	210-BCTG - Dell OptiPlex 7000 Small Form Factor, 12th Generation Intel Core i5-12500, Window 10 Pro
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11886 - Mustang Rental Services of Texas, Ltd.

5/16/2023	A2159701	\$ 1,046.67	5/21/2023	PO - 41497	Rental of CAT 320 Hammer- 3/13/23-4/13/23
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5/16/2023	A2159701	\$ 16,574.78	5/21/2023	PO - 41497	Rental of CAT 320 Hammer- 3/13/23-4/13/23
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	Invoice Total	\$ 17,621.45			
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5/16/2023	A2159901	\$ 3,349.04	5/21/2023	PO - 41497	Rental of CAT 320 HYD Thumb- 3/13/23-4/13/23
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5/16/2023	A2159901	\$ 5,583.00	5/21/2023	PO - 41497	Rental of CAT 320 HYD Thumb- 3/13/23-4/13/23
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	Invoice Total	\$ 8,932.04			
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12499 - Vulcan Construction Materials, LLC

5/11/2023	62622412	\$ 297.60	5/21/2023	PA - 2296	2.48 Tons Hi-Performance Cold Mix
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12702 - Barsh Auto, LLC

4/26/2023	1008974	\$ 7.00	5/21/2023		State Inspection/FAS#10395
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5/5/2023	1009090	\$ 697.21	5/21/2023	PO - 41367	Vehicle repair parts and supplies 1/1/23-9/30/23
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5/8/2023	1009104	\$ 413.19	5/21/2023	PO - 41367	Vehicle repair parts and supplies 1/1/23-9/30/23
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12888 - Lonestar Truck Group



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5/4/2023 X220151097:01 \$ 1,107.82 5/21/2023 PO - 41375 Vehicle repairs parts and supplies 1/1/23-9/30/23.

13055 - Hoeser, Bonner

5/8/2023 105086 \$ 1,780.00 5/21/2023 PA - 2285 FAS #10197 - Repair Coolant Leaks
FAS #13007 - Replace Steering Console gas cylinder &
Replace drawbar pivot bolts

5/8/2023 105086 \$ 880.00 5/21/2023 FAS #12429 - Replace blower motor resistor wiring harness,
high pressure hose extension valve, charge A/C, Replace
driver seat

Invoice Total \$ 2,660.00

13257 - Sun Coast Resources, Inc.

5/4/2023 96906755 \$ 4,536.21 5/21/2023 PO - 41388 Fuel 1/1/23-9/30/23

13554 - UniFirst Holdings, Inc.

5/2/2023 2960027908 \$ 194.14 5/21/2023 PO - 41383 Uniforms 1/1/23-9/30/23

5/9/2023 2960029183 \$ 194.14 5/21/2023 PO - 41383 Uniforms 1/1/23-9/30/23

5/9/2023 2960029183 \$ 6.15 5/21/2023 PO - 41383 Uniforms 1/1/23-9/30/23

Invoice Total \$ 200.29

13614 - Auto Parts of Huntsville, Inc

4/28/2023 535753 \$ 12.99 5/21/2023 PA - 2282 Test Lead with clips

5/11/2023 538063 \$ 51.00 5/21/2023 PA - 2282 FAS #12215 - MPE Relay x4

13782 - Kirby-Smith Machinery, Inc.

5/4/2023 P6134209 \$ 846.59 5/21/2023 PO - 41370 Equipment Repairs- 1/1/23-9/30/23

Road and Bridge Precinct 4 - Totals \$ 41,460.99

41010-Sheriff

10227 - Verizon Wireless

5/10/2023 9933401337 \$ 1,785.53 5/21/2023 Monthly Service - 03/26/23 - 04/25/23

10276 - Tyler Technologies, Inc.

4/30/2023 130-136453 \$ 459.00 5/21/2023 PO - 41525 LD-R4KN5B - Zebra zQ520/RW420 Paper Roll, Qty: 36
rolls/case



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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
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10675 - Dealer Solutions Automotive

5/3/2023	23107	\$ 85.00	5/21/2023	PO - 41226	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
5/11/2023	23150	\$ 665.48	5/21/2023	PO - 41226	Vehicle repairs, parts and supplies- 10/1/22-9/30/23

11103 - Charlie's Used Cars, LLC

5/8/2023	437010	\$ 7.00	5/21/2023		State Inspection/FAS#11898
5/15/2023	437085	\$ 7.00	5/21/2023		State Inspection/FAS#10351

11446 - Johnson Wrecker Service

5/11/2023	304874	\$ 75.00	5/21/2023	PO - 41133	Towing Service- 10/1/22-9/30/23
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11816 - Texas Department of Motor Vehicles

5/15/2023	10432.23	\$ 7.50	5/21/2023		Alias Registration/1GNLC2E06DR232636
5/10/2023	11898.23	\$ 7.50	5/21/2023		Alias Registration/2GNFLCE33F6234811

13614 - Auto Parts of Huntsville, Inc

5/15/2023	535183	\$ 296.04	5/21/2023		FAS#12721/REF PO 41149 2 yr warr battery, Core Dep, 3 yr warr battery, Core Dep
5/15/2023	535183	(\$ 296.04)	5/21/2023		FAS#12721/REF PO 41149 Return of warranty batteries x2,, Return Core Dep x2
Invoice Total		\$ 0.00			

5/1/2023	536012	\$ 95.88	5/21/2023	PO - 41149	Vehicle parts and supplies- 10/1/22-9/30/23
5/2/2023	536362	\$ 28.32	5/21/2023	PO - 41149	Vehicle parts and supplies- 10/1/22-9/30/23
5/5/2023	536903	\$ 121.68	5/21/2023	PO - 41149	Vehicle parts and supplies- 10/1/22-9/30/23
5/5/2023	536912	\$ 117.65	5/21/2023	PO - 41149	Vehicle parts and supplies- 10/1/22-9/30/23

13796 - ODP Business Solutions, LLC

5/3/2023	307558733001	\$ 120.57	5/21/2023	PA - 2235	Laser Business Cards x1bx Cards, Bus 1000ct x1pk
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13856 - Optimum



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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
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5/8/2023	07707154276015. 2305	\$ 83.29	5/21/2023		Monthly Service - 05/05/23-06/04/23
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Sheriff - Totals **\$ 3,666.40**

50040-Sheriff Commissary
Operations

10069 - ICS Jail Supplies, Inc.

5/11/2023	W6003700	\$ 2,202.40	5/21/2023	PO - 41109	Inmate Supplies- 10/1/22-9/30/23
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13856 - Optimum

5/8/2023	07707154276015. 2305	\$ 11.17	5/21/2023		Fees on Phone 05/05/23-06/04/23
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5/8/2023	07707154276015. 2305	\$ 393.85	5/21/2023		Monthly Service - 05/05/23-06/04/23
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Invoice Total **\$ 405.02**

Sheriff Commissary Operations - Totals **\$ 2,607.42**

41030-Sheriff Estray

10110 - Walker, Andrew R.

5/15/2023	050423-1	\$ 175.00	5/21/2023		Pick up 6 head at impound yard and deliver to Mid Tex Livestock
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10283 - Walker County Feed & Farm Supply

5/15/2023	316034	\$ 43.45	5/21/2023	PO - 41127	Estray Supplies- 10/1/22-9/30/23
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5/15/2023	316201	\$ 41.15	5/21/2023	PO - 41127	Estray Supplies- 10/1/22-9/30/23
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5/15/2023	316304	\$ 69.35	5/21/2023	PO - 41127	Estray Supplies- 10/1/22-9/30/23
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5/15/2023	316496	\$ 38.85	5/21/2023	PO - 41127	Estray Supplies- 10/1/22-9/30/23
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13995 - Schubert, Travis

5/15/2023	033023-2	\$ 490.00	5/21/2023		6 penned 6 hd and darted 4 of them off on Hymen Rd off of FM 1374 and delivered to Impound Yard.
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13996 - Davis, Dalton

5/15/2023	033023	\$ 250.00	5/21/2023		6 Penned 6 HD and darted 4 of them off on Hymen Rd off of FM1374 and delivered to Impound Yard
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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
5/15/2023	033023-1	\$ 175.00	5/21/2023		6 Hauled 6 Head to Impound Yard from Hymen Road
5/15/2023	041123-1	\$ 1,360.00	5/21/2023		6 Caught 6 more head on FM 1374 and delivered to Impound Yard. It took 3 people to get these caught. Freight to deliver to impound yard since owner never answered phone as to where to deliver them to
<u>Albantanieh, Mohamed</u>					
5/15/2023	D-878	\$ 550.94	5/21/2023		Proceeds from sale \$3,193.74 less costs incurred of \$2642.80
Totals		\$ 3,193.74			
<u>General</u>					
<u>Federal Express Corporation</u>					
4/27/2023	8-112-93164	\$ 37.49	5/21/2023		Acct#1273-1435-7/Shipping 04/18/23
5/4/2023	8-121-06261	\$ 11.60	5/21/2023		Acct#1273-1435-7/Shipping 04/27/23
<u>Entergy</u>					
4/30/2023	135944809.2304	\$ 170.40	5/21/2023		Mo Svc 03/10/23-04/10/23- 119 Sh 75N SPC 300
<u>Thomson Reuters - West</u>					
5/12/2023	848258204	\$ 215.79	5/21/2023		Acct#1003634771 - 04/01-30/23
<u>Verizon Wireless</u>					
5/10/2023	9933401338	\$ 303.92	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
<u>LexisNexis Risk Data Management, Inc.</u>					
5/15/2023	1020409-20230430	\$ 200.00	5/21/2023		Acct#1020409 - 04/01-30/23
<u>Jordan, Rachel</u>					
5/11/2023	D-865	\$ 40.00	5/21/2023		Per Diem/Brazoria County/04/02-03/23
<u>Texas Department of Motor Vehicles</u>					
5/16/2023	12359.23	\$ 7.50	5/21/2023		Alias Registration/2GNALBEK6G1173996
5/10/2023	12498.23	\$ 7.50	5/21/2023		Alias Registration/4T1BF1FK1HU411428



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5/16/2023	13086.23	\$ 7.50	5/21/2023		Alias Registration/1GNSCBKD5MR382742
<u>Choate, Jack</u>					
5/15/2023	D-868	\$ 128.00	5/21/2023		Per Diem/ Austin, TX - 04/24-25/23
5/15/2023	D-869	\$ 557.84	5/21/2023		Per Diem/Miles 528.0/San Antonio, TX - 04/11-14/23
5/15/2023	D-870	\$ 40.00	5/21/2023		Per Diem - Austin, TX - 05/08-09/23
5/15/2023	D-872	\$ 212.77	5/21/2023		Parking Reimbursement 04/04-28/23
<u>Aliseda, Jose</u>					
5/15/2023	D-874	\$ 195.85	5/21/2023		Miles 299/Beeville, TX to Austin, TX - 03/02/23
<u>Simple Cellular</u>					
5/16/2023	1590	\$ 565.20	5/21/2023	PA - 2175	Uninstall Kaspersky and install Bitdefender on all PCs present for bank 4th and 5th on floor, server and 75 N office
5/16/2023	1593	\$ 990.00	5/21/2023	PA - 2175	Upgrade 3 PCs to Windows 10, install Office, install Adobe, test printers, Upgrade 4th PC from 7 to 10, install Office, install Adobe, test printers
5/16/2023	1599	\$ 110.00	5/21/2023	PA - 2175	Upgrade Tiffany M's PC from a hard drive to an SSD, misc other
<u>Optimum</u>					
5/8/2023	07707154276015.2305	\$ 145.53	5/21/2023		Monthly Service - 05/05/23-06/04/23
General Allocation - Totals		\$ 3,946.89			
Civil Division					
<u>Federal Express Corporation</u>					
5/4/2023	8-120-19202	\$ 32.96	5/21/2023		Acct#2517-1650-1/Shipping 04/28/23-05/01/23
<u>Thomson Reuters - West</u>					
5/12/2023	848258204	\$ 215.79	5/21/2023		Acct#1003634771 - 04/01-30/23
<u>Verizon Wireless</u>					



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5/10/2023	9933401338	\$ 265.93	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
<u>10284 - LexisNexis Risk Data Management, Inc.</u>					
5/15/2023	1474540-20230430	\$ 50.00	5/21/2023		Acct#1474540 - 04/01-30/23
<u>10552 - ZA & Associates</u>					
5/15/2023	3.	\$ 8,271.55	5/21/2023		Svc Rnd/Inv#3/Fulton, L. 04/17/23-05/02/23 Hotel
<u>10588 - Compass Reporting Group</u>					
5/15/2023	49281	\$ 311.50	5/21/2023		Svc Rnd/Case#23-0324-A, Williams, L. 04/17/23
5/15/2023	49369	\$ 392.50	5/21/2023		Svc Rnd/Case#108581, Glenn, JR., T. - 05/03/23
<u>12171 - SLS Litigation Services, LLC</u>					
5/15/2023	22073	\$ 150.00	5/21/2023		Svc Rend/Case#CV59426/Rios, A. 04/17/23
5/15/2023	22087	\$ 828.75	5/21/2023		Svc Rend/Cas#108581/Glenn, Jr., T. 04/26/23
5/15/2023	22102	\$ 872.80	5/21/2023		Svc Rend/Case#09650790101Z/ Laird, R. 04/26/23
5/15/2023	22133	\$ 851.45	5/21/2023		Svc Rend/Case#23-0324-A/Williams, L. 05/02/23
5/15/2023	22157	\$ 1,036.05	5/21/2023		Svc Rend/Cas#CV2270005/Smith,Z. 05/08/23
<u>13682 - Price Proctor</u>					
5/15/2023	1019	\$ 4,000.00	5/21/2023		Svc Rend/Cause#D432-S-15339-22, Marchelli, M. - 4/5/23-5/4/23
<u>13731 - Simple Cellular</u>					
5/16/2023	1493	\$ 314.83	5/21/2023	PA - 2175	Replaced motherboard on Mindy's laptop
5/16/2023	1590	\$ 565.19	5/21/2023		Uninstall Kaspersky and install Bitdefender on all PCs present for bank 4th and 5th on floor, server and 75 N office
<u>13856 - Optimum</u>					



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5/8/2023	07707154276015.2305	\$ 262.52	5/21/2023		Monthly Service - 05/05/23-06/04/23
<u>Maddox-Bennett, Peyton</u>					
5/15/2023	D-873	\$ 35.18	5/21/2023		Parking Reimbursement/Harris County - 05/01-02/23
SPU Civil Division - Totals		\$ 18,457.00			
35050-SPU Juvenile Division					
<u>10052 - Entergy</u>					
4/30/2023	136069523.2304	\$ 77.76	5/21/2023		Mo Svc 03/10/23-04/10/23- 119 SH 75N Spc 800
<u>10212 - Thomson Reuters - West</u>					
5/12/2023	848258204	\$ 215.79	5/21/2023		Acct#1003634771 - 04/01-30/23
<u>10227 - Verizon Wireless</u>					
5/10/2023	9933401338	\$ 189.95	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
<u>10284 - LexisNexis Risk Data Management, Inc.</u>					
5/15/2023	1474450-20230430	\$ 50.00	5/21/2023		Acct#1474450 - 04/01-30/23
<u>10849 - Jones, Jana A</u>					
5/11/2023	D-866	\$ 84.00	5/21/2023		Per Diem/Austin,TX/04/17-18/23
<u>13731 - Simple Cellular</u>					
5/16/2023	1581	\$ 165.00	5/21/2023	PA - 2175	Monthly for checking backups and offsite storage
5/16/2023	1590	\$ 565.20	5/21/2023		Uninstall Kaspersky and install Bitdefender on all PCs present for bank 4th and 5th on floor, server and 75 N office
SPU Juvenile Division - Totals		\$ 1,347.70			
70020-Texas AgrLife Extension Service					
<u>10227 - Verizon Wireless</u>					
5/10/2023	9933401337	\$ 75.98	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
<u>10867 - Titzman, Kristy K</u>					
5/9/2023	D-861	\$ 36.75	5/21/2023		Mileage 56.1/The Woodlands, TX - 04/29/23



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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
5/9/2023	D-862	\$ 36.75	5/21/2023		Mileage 56.1/The Woodlands,,TX - 04/28/23
5/9/2023	D-863	\$ 27.18	5/21/2023		Mileage 41.5/Conroe, TX - 04/27/23
<u>er, Meredith Henry</u>					
5/8/2023	D-858	\$ 111.48	5/21/2023		Miles 170.2/ The Woodlands, TX - 04/28-29/23
5/8/2023	D-859	\$ 46.18	5/21/2023		Miles 70.5/Conroe, TX - 04/27/23
<u>as A&M AgriLife Extension Service</u>					
5/9/2023	E303220	\$ 220.00	5/21/2023		2023 District 9 Spring Faculty Meeting 5/16-17/23. Titzman, K., Sugg, J., Cryer, M., Cooper,R.
<u>P Business Solutions, LLC</u>					
5/11/2023	310432525001	\$ 119.67	5/21/2023	PA - 2197	Paper x 3ct
<u>gg, James</u>					
5/9/2023	D-864	\$ 406.87	5/21/2023		Per Diem/Miles 65.5/Lodging/The Woodlands, TX - 04/27/23 -04/29/23
xtension Service - Totals		\$ 1,080.86			
istration					
<u>P Business Solutions, LLC</u>					
5/15/2023	310918952001	\$ 593.91	5/21/2023	PA - 2271	Z-Grip pen x4dz, 8.5x11 Legal Pad x2pk, AAA Battery x2bx, HP Black Inkjet Cartridge x2ea, Scotch tape x2pk, Addr Label x2pk, Correction Tape x1pk, 5 pack Staples x5pk, Felt Marker x1dz, Tape x2pk, Fingertip Moistener x4pk, Paper x8ct
5/15/2023	310923893001	\$ 19.52	5/21/2023	PA - 2271	Round Stic Pen x1pk
tion - Totals		\$ 613.43			
ervices					
<u>erizon Wireless</u>					
5/10/2023	9933401337	\$ 37.99	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
es - Totals		\$ 37.99			
nty Central					



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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
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10052 - Entergy

4/30/2023	141614206.2304	\$ 129.35	5/21/2023		Mo Svc 03/10/23-04/10/23- 717 FM 2821 Rd W
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10054 - Tryon, Anthony

5/11/2023	D-867	\$ 260.00	5/21/2023		Advance Per Diem/Grapevine, TX - 06/15-22/23
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10269 - AT&T

5/17/2023	436-4900.050923	\$ 49.27	5/21/2023		Monthly Service - 05/09/23-06/08/23
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10870 - Harris, Stephanie S

5/11/2023	D-868	\$ 260.00	5/21/2023		Advance Per Diem/Grapevine, TX - 06/15-22/23
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11171 - Advantage Specialties

5/4/2023	047774	\$ 16.90	5/21/2023	PO - 41545	Core Blend Jersey 2X - Embroidered Logo Left Chest
5/4/2023	047774	\$ 18.36	5/21/2023	PO - 41545	Core Blend Jersey 3X - Embroidered Logo Left Chest
5/4/2023	047774	\$ 15.25	5/21/2023	PO - 41545	Core Blend Jersey Polo - Embroidered Logo Left Chest
5/4/2023	047774	\$ 97.16	5/21/2023	PO - 41545	Jacket 2X - Embroidered Logo Left Chest
5/4/2023	047774	\$ 103.82	5/21/2023	PO - 41545	Jacket 3X - Embroidered Logo Left Chest
5/4/2023	047774	\$ 328.37	5/21/2023	PO - 41545	Jacket M-XL - Embroidered Logo Left Chest

Invoice Total \$ 579.86

13796 - ODP Business Solutions, LLC

5/3/2023	309644365001	\$ 38.80	5/21/2023	PA - 2265	Manila Folder Letter x2bx
5/3/2023	309645037001	\$ 325.96	5/21/2023	PA - 2265	Manila Folder Letter x2bx, Highlighter pen 12pk x3dz, Toner HP Black x1, Paper x4ct
5/11/2023	309645037002	\$ 326.31	5/21/2023	PA - 2265	HP 304A Toner x1pk

Walker County Central Dispatch Services - Totals \$ 1,969.55

**46100-Walker County EMS -
Emergency Services**

10052 - Entergy

4/30/2023	137702163.2304	\$ 473.60	5/21/2023		Mo Svc 03/17/23-04/17/23- 230 SH 19
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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
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10073 - Linde Gas & Equipment, Inc.

5/4/2023	35779432	\$ 191.62	5/21/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
5/4/2023	35779433	\$ 151.42	5/21/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
5/4/2023	35779434	\$ 82.12	5/21/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
5/5/2023	35795129	\$ 104.52	5/21/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
5/5/2023	35795402	\$ 111.47	5/21/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
5/5/2023	35795403	\$ 90.70	5/21/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
5/5/2023	35795404	\$ 111.47	5/21/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23
5/5/2023	35795405	\$ 111.47	5/21/2023	PO - 41093	Medical Supplies- 10/1/22-9/30/23

10143 - Walker County Hardware

5/4/2023	129924	\$ 26.49	5/21/2023	PO - 41034	Operating Supplies- 10/1/22-9/30/23
5/11/2023	130132	\$ 109.87	5/21/2023	PO - 41034	Operating Supplies- 10/1/22-9/30/23
5/16/2023	130145	\$ 229.99	5/21/2023	PO - 41034	Minor Equipment - 10/1/22-9/30/23
5/16/2023	130145	\$ 35.98	5/21/2023	PO - 41034	Operating Supplies- 10/1/22-9/30/23
	Invoice Total	\$ 265.97			
5/11/2023	130146	\$ 8.99	5/21/2023	PO - 41034	Operating Supplies- 10/1/22-9/30/23
5/11/2023	130311	\$ 7.79	5/21/2023	PO - 41034	Operating Supplies- 10/1/22-9/30/23
5/11/2023	130445	\$ 12.99	5/21/2023	PO - 41034	Operating Supplies- 10/1/22-9/30/23
5/11/2023	130445	\$ 7.14	5/21/2023	PO - 41034	Operating Supplies- 10/1/22-9/30/23
	Invoice Total	\$ 20.13			

10227 - Verizon Wireless

5/10/2023	9933401337	\$ 646.57	5/21/2023		Monthly Service - 03/26/23 - 04/25/23
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10269 - AT&T



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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
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5/17/2023	436-4900.050923	\$ 43.27	5/21/2023		Monthly Service - 05/09/23-06/08/23
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10273 - Capital One

5/2/2023	TR# 09013	\$ 146.50	5/21/2023		Coffee Mate x3, 11 x 14 Frames x3, Folgers Coffee x6, Soap x2
5/2/2023	TR# 09013	\$ 56.19	5/21/2023	PA - 2210	Disinfecting Wipes x3, Lysol x2, Toilet Cleaner, Interior Dil x2, Utility Broom x3
5/2/2023	TR# 09013	\$ 7.44	5/21/2023		Hand Soap x6
5/2/2023	TR# 09013	\$ 2.48	5/21/2023		Van Shoes x2
	Invoice Total	\$ 212.61			

10345 - Bill Fick Ford

5/11/2023	FOCS372319	\$ 4,357.79	5/21/2023	PO - 41115	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
5/1/2023	FOCS372591	\$ 303.99	5/21/2023	PO - 41115	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
5/10/2023	FOCS373188	\$ 7.00	5/21/2023	PO - 41115	State Inspection
5/10/2023	FOCS373188	\$ 775.49	5/21/2023	PO - 41115	Vehicle repairs, parts and supplies- 10/1/22-9/30/23
	Invoice Total	\$ 782.49			
5/9/2023	FOCS373242	\$ 202.95	5/21/2023	PO - 41115	Vehicle repairs, parts and supplies- 10/1/22-9/30/23

10361 - Bound Tree Medical, LLC

5/3/2023	84936999	\$ 682.00	5/21/2023	PA - 2267	Atropine 1mg x2, Naloxone 2mg x2
5/3/2023	84937000	\$ 212.80	5/21/2023	PA - 2267	Full face mask and Head Strap Adult Large x1cs
5/3/2023	84937000.	\$ 820.78	5/21/2023	PO - 41310	Medical Supplies - 11/1/22-9/30/23
4/27/2023	84938510	\$ 1,748.68	5/21/2023	PA - 2267	Alcohol Isopropyl x3, Gloves XL Extended Cuff 50/bx 10bx/cs x4, Gloves Med Extended Cuff 50/bx 10bx/cs, Gloves Small Extended Cuff 50/bx 10bx/cs x2, Curaplex Fabric Adhesive Bandage 1"x3" 100/bx 60bx/cs x10, Syringe & Needle, EXEL, 3cc 21gx1 1/2" 100 ea/
5/12/2023	84946450	\$ 37.65	5/21/2023	PA - 2267	Ondansetron 4mg x3bx



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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
5/16/2023	84947898	\$ 5,982.80	5/21/2023	PA - 2267	Acetaminophen x1cs, Alcohol Prep Pad Med x1cs, Bendable Foam and aluminum splint x20ea, Capnoline Plus Non Intubated, oral nasal x1bx, Filterline set intubated adult 100ea/bx x30ea, Electrodes Adult Foam 25pk 40pk/cs x3cs, ECG Chart Paper Thermal x1ct,
5/16/2023	84947898.	\$ 254.08	5/21/2023	PO - 41310	Medical Supplies - 11/1/22-9/30/23
<u>ne, Inc.</u>					
5/12/2023	162913107	\$ 33.60	5/21/2023	PO - 41569	S-12413BL - Plastic Stackable Bins, Black Size: 5 1/2 x 3" Qty: 24
5/12/2023	162913107	\$ 86.90	5/21/2023	PO - 41569	Freight Ref PO 41569
5/12/2023	162913107	\$ 199.20	5/21/2023	PO - 41569	S-12415BL - Plastic Stackable Bins, Black Size: 11 x 5 1/2 x 5" Qty: 48
5/12/2023	162913107	\$ 199.20	5/21/2023	PO - 41569	S-12415BLU - Plastic Stackable Bins, Blue Size: 11 x 5 1/2 x 5" Qty: 48
5/12/2023	162913107	\$ 199.20	5/21/2023	PO - 41569	S-12415R - Plastic Stackable Bins, Red Size: 11 x 5 1/2 x 5" Qty: 48
5/12/2023	162913107	\$ 96.00	5/21/2023	PO - 41569	S-12417BLU - Plastic Stackable Bins, Blue Size: 11 x 11 x 5" Qty: 12
5/12/2023	162913107	\$ 96.00	5/21/2023	PO - 41569	S-12417R - Plastic Stackable Bins, Red Size: 11 x 11 x 5" Qty: 12
Invoice Total		\$ 910.10			
<u>sburn, Dean</u>					
5/16/2023	D-882	\$ 111.35	5/21/2023		Miles 170.0/Katy,TX - 05/09/23
<u>nson Wrecker Service</u>					
4/13/2023	304792	\$ 75.00	5/21/2023	PO - 41027	Towing Service- 10/1/22-9/30/23
<u>ergicon, LLC</u>					
5/16/2023	14475	\$ 12,481.32	5/21/2023		Monthly Commissions - April 2023
<u>to Parts of Huntsville, Inc</u>					
5/1/2023	536045	\$ 29.97	5/21/2023	PO - 41023	Vehicle parts and supplies- 10/1/22-9/30/23



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Invoice date	Invoice	Amount	Due Date	PO/PA	Description
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13856 - Optimum

5/8/2023	07707154276015.2305	\$ 248.30	5/21/2023		Monthly Service - 05/05/23-06/04/23
5/8/2023	07707154276015.2305	\$ 65.53	5/21/2023		Monthly Service - 05/05/23-06/04/23
5/8/2023	07707154276015.2305	\$ 85.53	5/21/2023		Monthly Service - 05/05/23-06/04/23
	Invoice Total	\$ 399.36			

Walker County EMS - Emergency Services - Totals **\$ 32,163.19**

45020-Weigh Station Utilites and Services

10052 - Entergy

4/30/2023	134544790.2304	\$ 371.16	5/21/2023		Mo Svc 03/27/23-04/25/23- 1425 IH 45
4/30/2023	142253384.2304	\$ 162.86	5/21/2023		Mo Svc 03/27/23-04/25/23- 1425 IH 45 Scales

10667 - Don Yates, Inc.

5/13/2023	DY050523	\$ 400.00	5/21/2023		Mowing - Weigh Station - 05/05/23
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12203 - Frontier Communications of Texas

5/11/2023	344-8553.050723	\$ 340.00	5/21/2023		Monthly Service - 05/07/23-06/06/23
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13654 - Honey Bucket

5/4/2023	0553460446	\$ 80.00	5/21/2023		Monthly Service 05/04/23-05/31/23, 3179 I45 S
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Weigh Station Utilites and Services - Totals **\$ 1,354.02**

Report Totals		\$ 660,630.54			
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TEXAS GENERAL LAND OFFICE
COMMISSIONER DAWN BUCKINGHAM, M.D.

May 12, 2023

To: From: All Texas CDBG-DR and CDBG-MIT Sub-recipients Acting as Responsible Entity Under 24 CFR Part 58
David Camarena, Manager, GLO-CDR Regulatory Oversight
Through: Heather Lagrone, Senior Deputy Director, GLO-CDR
Subject: Use of Programmatic Agreement to Document Section 106, National Historic Preservation Act Compliance

This Technical Guidance Letter notifies you that the programmatic agreement (PA) in place between the General Land Office (GLO) and the Texas Historical Commission (THC; also State Historic Preservation Office [SHPO]) has recently been amended. This agreement facilitates streamlined compliance with Section 106 of the National Historic Preservation Act, which requires consideration of the effects of federal undertakings on historic properties. A copy of the amendment (Amendment No. 1) combined with the original PA is attached.

The provisions within the PA now apply to any Responsible Entity (RE) in Texas that is allocated funding for Community Development Block Grant – Disaster Recovery or Mitigation (CDBG-DR or CDBG-MIT) programs. The PA provides options for REs when performing the mandated 24 CFR Part 58 environmental review process. GLO highly recommends that your environmental service provider, particularly the archaeologists and historians who perform Section 106 compliance for your community, review the attached PA and amendment.

Some significant provisions of the PA and amendment include the following:

- All Texas REs are permitted to apply the PA provisions to their CDBG-DR and CDBG-MIT projects, effective immediately.
- The PA will be in effect until October 9, 2028, unless terminated earlier by the THC and/or GLO.
- Using the PA for the identification, evaluation, assessment of effects, treatment, monitoring, or disposition of historic properties, or involving the reporting or documentation of such actions, are to be carried out by or under the direct supervision of a person or persons qualified historian and/or archaeologist professionals who meet the Secretary of the Interior (SOI) qualification standards as outlined here:
<https://www.nps.gov/articles/sec-standards-prof-quals.htm>.
- Amendment Attachment A-1 of the PA provides a list of activities that are exempt from requiring THC/SHPO review. If ALL project construction activities are listed in the Attachment, Section 106 compliance can be documented in the Environmental Review Record (ERR). The RE must keep documentation of its determination of exempt status on

file through an internal report or letter signed by their SOI-qualified professional and available for periodic review by the SHPO.

- The following additional exemptions apply to single-family residential programs when documented by the RE's relevant SOI-qualified professional:
 - Architectural review by THC/SHPO is not required when:
 - The residence (disaster affected or current) is a prefabricated manufactured home of any age.
 - Archaeological review by THC/SHPO is not required for new ground disturbance when:
 - The application parcel is located outside all archaeological and irrigation districts and is more than 100-meters (328 feet) from:
 - Any natural water feature (including wetlands mapped on the National Wetlands Inventory),
 - Any recorded archaeological site, as verified by the SOI-qualified archaeologist reviewing the restricted data layers on the Texas Historical Sites Atlas.
 - If the application parcel is within an irrigation district, THC/SHPO consultation is not required if all district canals and engineering features are more than 100 meters (328 feet) from the parcel boundary, in addition to the above two factors.
- Most Section 106 consultation submissions to the THC/SHPO are afforded a fourteen calendar day expedited review period under the PA rather than the standard 30 days. This is automatically assigned when the RE submits the request to THC using their electronic THC Review and Compliance (eTRAC) system and selects GLO CDBG PA as the program. The exception is fieldwork-related reports, which receive a full 30-day review time.
- If the proposed activity results in an Adverse Effect determination under Section 106, the PA provides standard mitigation measures that can be used to develop a resolution with THC/SHPO and a potential path forward for the project.
- The PA includes a provision that potential National Register of Historic Places (NRHP) - eligible historic or archaeological districts be identified through consultation with interested parties. If an NRHP-eligible district is present based on your SOI-qualified historian's review of the project area, please contact the THC as soon as possible so that appropriate measures, such as regional adverse effect resolution methods, can be defined.

GLO again recommends reviewing the entire PA and its amendment to understand all the benefits and obligations accorded to CDBG-DR and CDBG-MIT REs. Any questions can be directed to env.reviews@recovery.texas.gov.

Sincerely,

A handwritten signature in black ink, appearing to read 'DC', followed by a long horizontal stroke.

David Camarena
Manager | Regulatory Oversight
Texas General Land Office Community Development & Revitalization



**AMENDMENT NO. 1 TO
GLO CONTRACT NO. 19-127-000-B465**

THE GENERAL LAND OFFICE (the “GLO”) and **TEXAS HISTORICAL COMMISSION** (“THC”), each a “Party” and collectively “the Parties” to GLO Contract No. 19-127-000-B465 (the “Agreement”), desire to amend the Agreement.

WHEREAS, the Parties desire to amend the Agreement to reflect all GLO Programs that are subject to the terms of the Agreement; and

WHEREAS, the Parties desire to revise or replace certain language in the Agreement to clarify and accurately reflect the Parties’ respective responsibilities under the Agreement; and

WHEREAS, the Parties desire to extend the term of the Agreement; and

WHEREAS, the GLO will send a copy of this executed amendment to the ACHP;

NOW, THEREFORE, in accordance with Article XII of the Agreement, the Parties agree as follows:

1. The first three recitals of the Agreement are deleted in their entirety and replaced with the following:

“**WHEREAS**, the GLO administers the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant – Disaster Recovery (“CDBG-DR”) and Community Development Block Grant – Mitigation (“CDBG-MIT”) programs (collectively, the “Program”) to provide financial assistance with funds appropriated by the Congress of the United States to facilitate disaster recovery, disaster relief, long-term recovery, restoration, economic revitalization, and mitigation and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.); and

WHEREAS, the GLO, in consultation with the THC, has determined that activities funded under the Program may have an effect on a CDBG-MIT-served or CDBG-DR-served historic property’s eligibility to be included in the National Register and the GLO must consult with the State Historic Preservation Officer (“SHPO”) for Texas, pursuant to Section 106 of the NHPA (herein, a “Section 106 Review”); and

WHEREAS, the GLO has determined that certain routine Program activities, listed in Attachment A, attached hereto and incorporated herein for all purposes, will have no effect on a CDBG-MIT-served or CDBG-DR-served historic property’s eligibility to be included in the National Register, and should be excluded from a Section 106 Review; and”

2. **ARTICLE III (B)** of the Agreement is deleted in its entirety and replaced with the following:

“(B) For all CDBG-DR and CDBG-MIT program submissions, an expedited review process of fourteen (14) calendar days upon receipt of complete documentation by SHPO will be in effect. This expedited review process shall only cover reviews submitted pursuant to **ARTICLES V and VI**, using the THC’s online eTRAC (electronic THC Review and Compliance) system, accessible at <https://www.thc.texas.gov/etrac-system>. For properties listed in or eligible for the NRHP, the THC may contact the GLO within the fourteen (14) day period to indicate that up to thirty (30) calendar days are required for the response. Additionally, for Undertakings where a report involving fieldwork is submitted, THC staff archeologists shall be allowed the full thirty (30) day period to review and comment.”
3. **ARTICLE IV (C)** of the Agreement is deleted in its entirety and replaced with the following:

“(C) **For cumulative effects:** For the purposes of this document and paraphrasing the National Environmental Policy Act definition (40 CFR § 1508.7), cumulative effects on historic properties are the effects that result from the incremental impact of the Undertaking when added to other past, present and reasonably foreseeable future Undertakings regardless of what agency (Federal or non-Federal) or person undertakes such other actions. Cumulative effects can result from individually minor but collectively significant actions taking place over a period of time. GLO and THC shall notify the other Party if potential NRHP-eligible historic or archaeological districts are identified through consultation with interested parties during the course of program activities. Each potential district shall be evaluated for formal inclusion in CDBG-DR program evaluations as a historic district using criteria defined by the National Park Service in National Register Bulletin 15.”
4. **ARTICLE V (A) (3)** of the Agreement is deleted in its entirety and replaced with the following:

“(3) If an architectural property is at least forty-five (45) years of age, is not listed in the National Register, and has not been evaluated for National Register eligibility, the Responsible Entity shall submit documentation to the SHPO for review per **ARTICLE V (A) (5)** of this Agreement. The forty-five-year age limit was selected to ensure historic age resources were captured in the event of unforeseen potential Undertaking delays and to afford flexibility to account for potential inaccuracies in building dates. The Parties agree that prefabricated manufactured homes do not constitute an architectural property type of concern and do not need to be submitted to THC for historic property review regardless of age if this origin is confirmed by a SOI-qualified architectural historian.”
5. **ARTICLE VI (A) (1)** of the Agreement is deleted in its entirety and replaced with the following:

“(1) For Undertakings that involve new ground disturbance and are not listed as an Exempt activity under Attachment A, the Responsible Entity shall coordinate with the SHPO to determine whether archeological investigations are warranted. Documentation to aid in this determination may be provided by the Responsible Entity as outlined in **ARTICLE V (A) (5) (a)-(c)**, above. Documentation shall include, at minimum: the address (including city and county); a U.S. Geological Survey 7.5 minute quadrangle map with the property location and boundary shown; documentation establishing

whether the property is owned or controlled by a public agency; an Undertaking description noting impacts that will occur to the ground surface and the depth of the impact; and documentation of any extenuating circumstances that may be important for review, such as evidence of severe erosion or previous construction within the Undertaking area.”

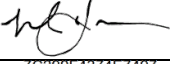
6. **ARTICLE XIV** of the Agreement is amended to reflect a termination date of **October 9, 2028**.
7. **ATTACHMENT A** to the Agreement, **List of Exempt Activities**, is deleted in its entirety and replaced with the **Revised List of Exempt Activities**, attached hereto and incorporated herein in its entirety for all purposes as **ATTACHMENT A-1**.
8. This Amendment shall be effective upon the date of the last signature.
9. The terms and conditions of the Agreement not amended herein shall remain in force and effect.

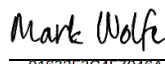
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

**SIGNATURE PAGE FOR AMENDMENT NO. 1 TO
GLO CONTRACT No. 19-127-000-B465**

GENERAL LAND OFFICE

TEXAS HISTORICAL COMMISSION

DocuSigned by:

7C299F4374E7497...
Mark A. Havens, Chief Clerk/
Deputy Land Commissioner
Date of execution: 4/4/2023

DocuSigned by:

01632F3C3E7946A...
Name: Mark wolfe
Title: Executive Director
Date of execution: 4/4/2023

OGC 
PM 
SDD 
DGC 
GC 

ATTACHED TO THIS AMENDMENT:

ATTACHMENT A-1 – Revised List of Exempt Activities

LIST OF EXEMPT ACTIVITIES

The GLO, in consultation with the THC, has determined that the following activities do not meet the definition of an Undertaking since they either: (1) do not have the potential to cause effects on historic properties per 36 CFR § 800.4(d)(1); or (2) have limited potential to affect historic properties per 36 CFR § 800.5 and will have no adverse effect if carried out as described. The activities in this list require no further review under the terms of this Agreement. The GLO and Responsible Entities shall maintain a list of Undertakings completed per these exemptions and shall make the list available upon the request of the THC and include the updated list in the annual report.

GENERAL ACTIVITIES (Categorically Excluded under 24 CFR § 58.34)

- A. Environmental and other studies, resource identification, and the development of plans and strategies. (Implementation of such plans with federal funds may require consultation. If historic properties may be affected, SHPO recommends early consultation during planning stages.)
- B. Information and financial services.
- C. Administrative and management activities.
- D. Public services that will not have a physical impact or result in any physical changes to buildings, structures, sites, or objects, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation, and welfare or recreational needs.
- E. Inspections and testing of properties for hazards or defects. (Action taken pursuant to such inspections with federal funds will require consultation.)
- F. Purchase of insurance (e.g. homeowners or flood insurance; does not include HUD mortgage insurance).
- G. Purchase of tools.
- H. Engineering or design costs. (Construction activities undertaken with federal funds will require consultation. If historic properties may be affected, SHPO recommends early consultation during design.)
- I. Technical assistance and training.
- J. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration.
- K. Payment of principal and interest on loans made or obligations guaranteed by HUD;

REHABILITATION OF BUILDINGS

Interior Rehabilitation:

Undertakings limited to interior spaces of single- or multifamily residential buildings to be retained in the same use where the work will not be visible from the exterior of the building; no structural alterations are made; no demolition of walls, ceilings, or floors occurs; no drop ceilings are added; and no walls are leveled with furring or moved.

The following list of activities that do not need consultation with the SHPO provides further clarity for residential work and establishes standards for civic, commercial, and other property types.

A. Disaster recovery measures:

1. Temporary repair to single-family residential buildings to ensure safe shelter with access to essential electrical supply, HVAC, hot water, natural gas and potable water, and protection from elements such as weatherproofing and securing broken doors and windows.
2. Interior repairs to pre-disaster condition of single- or multifamily residential buildings, excluding structural repairs (e.g. foundation, framing), or other elements requiring architectural or engineering services.

B. Heating, ventilation, and air conditioning (HVAC):

1. Installing mechanical equipment in residential buildings in a manner that does not affect the exterior of the building.
2. Installing mechanical equipment in other building types within existing mechanical closets, chases, and unfinished attics or basements when ducts are not visible within occupied spaces of the building and access to the ducts does not require demolition of walls or ceilings in occupied spaces of the building.
3. Routine maintenance or retrofits to existing mechanical equipment, provided there is no physical impact on the building.
4. Replacement of existing mechanical equipment or installation of supplemental equipment, provided that exterior equipment is installed within the same footprint on the same pad, and interior equipment is installed within an existing mechanical closet or unoccupied attic or basement.
5. Upgrading existing facility and infrastructure-related pumps and motors, including those for HVAC systems, to variable-speed or premium efficiency standards.
6. Sealing, restoring, or insulating HVAC ducts, provided that the ducts are not visible in occupied spaces of the building and access to the ducts does not require demolition of walls or ceilings in occupied spaces of the building.
7. Adding or replacing existing building controls systems including HVAC control systems and the replacement of building-wide pneumatic controls with digital controls, thermostats, dampers, and other individual sensors like smoke detectors or carbon monoxide detectors (wired or non-wired).

C. Lighting and appliances:

1. Installation of fire, smoke, or carbon monoxide detectors.
2. Installation of compact fluorescent or LED bulbs in existing fixtures.
3. Replacement of fluorescent bulbs, ballasts, and/or wiring in existing fixtures.
4. Replacement of existing fluorescent fixtures with new fixtures, provided that the fixtures are not original to the building.
5. Installation of motion/occupancy sensors for lighting control.
6. Replacement of existing lighting in street lighting fixtures with high efficiency lighting.

7. Replacement of existing appliances.

D. Insulation:

1. Attic insulation with proper ventilation, provided that insulation is fiberglass batt or loose fill only (not spray foam).
2. Under-floor insulation in basements or crawl spaces, provided that insulation is fiberglass batt or loose fill only (not spray foam), and ventilation of crawl spaces.
3. Exterior blown-in wall insulation (not spray foam) where holes are not drilled through exterior wall material or decorative plasterwork on the interior and result in no permanent visible alteration to the structure.
4. Water heater tank and pipe insulation.
5. Radiant barriers in unoccupied attic spaces.

E. Plumbing:

1. Repairing plumbing systems in a manner that does not affect the interior or exterior of the building.
2. Water heater repair or replacement that does not require a visible new supply or venting.
3. Restroom improvements for handicapped access, provided the work is contained within the existing restroom.
4. Water conservation measures, such as installation of low-flow faucets, toilets, showerheads, urinals, or distribution device controls, in residential properties; and water conservation measures in other building types, provided that plumbing fixtures to be replaced are not original to the building.
5. Upgrading existing facility and infrastructure-related pumps and motors, including those for water/wastewater facilities, to variable-speed or premium efficiency standards.

F. Electrical:

Repairing or upgrading electrical systems in a manner that does not affect the interior or exterior of the building.

Exterior Rehabilitation:

A. Roofing:

1. In-kind replacement of existing roofing material.
2. Replacement of existing gutters and downspouts.
3. Installation of continuous ridge vents covered with ridge shingles or boards, or roof jacks/vents, bath and kitchen fan vents, gable vents, soffit and frieze board vents, and combustion appliance flues, if not located on a primary roof elevation or visible from the public right-of-way.
4. Installation of reflective roof coatings, with materials that closely match the historic materials and form, or with materials that restore the original feature based on historic evidence, and in a manner that does not alter the roofline.

5. Installation of new roofing or reflective roof coatings on a flat-roofed building with a parapet, such that the roofing material is not visible from any public right-of-way.
6. Replacement of asbestos tile roofing with composition shingle/asphalt shingle roofing matching the shape and pattern of the asbestos tile.

B. Siding, soffits, fascia, and masonry:

1. Repair or limited, in-kind replacement of existing siding, soffits, and fascia. Limited replacement shall not exceed 25% of the overall exterior area, and new material shall match existing in material, profile, and other characteristics.
2. Limited repair of masonry, including chimneys, where mortar matches the existing in color, texture, strength, joint width, and joint profile and methods are consistent with the preservation techniques in *Preservation Brief #2; Repointing Mortar Joints in Historic Masonry Buildings*. Limited repair shall not exceed 10% of the overall exterior wall area.

C. Painting:

1. Painting previously painted exterior surfaces, provided destructive surface preparation treatments, including but not limited to water-blasting, sandblasting and chemical removal, are not used.
2. Conducting lead-based paint abatement or interim controls pursuant to 24 CFR § 35.115(a)(13), if carried out by a qualified contractor using current best practices and methods that are consistent with the preservation techniques in *Preservation Brief #37: Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing*. (Any removal of historic building materials or encapsulation with vinyl siding or other materials is not included in this exemption.)

D. Windows and doors:

1. Weatherstripping around windows and doors, installing thresholds, and other air infiltration control measures that do not harm or obscure historic windows, doors, or trim.
2. Caulking around windows and doors, provided that the color of the sealant matches adjacent materials.
3. Installing interior storm windows or doors, or exterior storm or wood screen doors, on residential buildings, in a manner that does not harm or obscure historic windows or trim.
4. Repair or repainting of existing storm windows.
5. Installing removable film on windows (if the film is transparent), solar screens, or window louvers, on residential buildings, in a manner that does not harm or obscure historic windows or trim.
6. Repair or replacement of missing or damaged window glass.
7. Repair of windows using in-kind materials.
8. Replacement of non-historic exterior doors with compatible wood panel doors.

E. Porches:

1. Repair (not replacement) of porch ceilings, steps, floors, or railings.

2. Repair of existing wheelchair ramps.
3. Installing a new wheelchair ramp on the side or rear entrance of a home, when not visible from any public right-of-way.
4. Installing a new wheelchair ramp on the front of a home, or other entrance visible from a public right-of-way, in a manner that does not remove, compromise, or damage existing historic materials or features and would be completely reversible without damage to historic fabric.

F. Ground-disturbing activity and site work:

1. Repairing or replacing in-kind existing driveways, parking areas, and walkways with materials of similar appearance in a manner that does not disturb historic landscape materials or features.
2. Excavating to gain access to existing underground utilities to repair or replace them, in a manner that does not disturb historic exterior building or landscape materials or features, and where all construction occurs within existing trenches.
3. Repair or replacement of metal utilitarian structures (e.g. pump houses, storage buildings) less than 45 years old, when performed in previously disturbed soils.
4. Ground disturbance that is minimal and occurs in documented, previously disturbed soil.

G. Elevation: Elevation of pier-and-beam, wood frame structures four feet or less if the front entrance stair configuration is unaltered. Foundation skirting and piers shall be extended or replaced with in-kind materials; brick or stucco piers with lattice or board and batten skirting is preferred in instances where historic materials are no longer present. This exemption does not apply to buildings with other structural systems, such as masonry construction or slab-on-grade foundations.

H. Generators: Installation of generators at existing facilities, where:

1. Ground-level equipment is located to the rear or side of the building or is otherwise screened from view from any public right-of-way, and any new equipment slabs and trenching occurs within previously disturbed soils.
2. Roof-mounted equipment is not visible from the ground level.

SINGLE-FAMILY HOUSING

- A. For single-family residential CDBG-DR or CDBG-MIT programs that involve new ground disturbance, archeological review by THC is not required if the Responsible Entity's SOI-qualified archaeologist verifies and documents that no known archaeological sites, archaeological districts, or natural water features (including wetlands) are located within 100 meters of the parcel boundary.
- B. The Louisiana-Rio Grande Canal Company Irrigation System is a collection of very large NRHP-listed historic districts within the Lower Rio Grande Valley, defined by local historic events and engineering design. Archaeological review by THC is not required if project ground disturbances will occur more than 100 meters from an irrigation district canal or engineering feature, unless it is in proximity to a recorded archeological site or natural water feature, as noted Paragraph A, above.

INFRASTRUCTURE

The following projects may be exempt from review when they occur 25 feet or greater from the fence line or boundary of a cemetery, or where no work will occur within 15 feet of a cemetery. Projects which involve work within 15 feet of a cemetery must be submitted in accordance with **ARTICLE VI, ARCHEOLOGICAL REVIEW**, and will require archeological studies to verify whether or not there are any unmarked graves beyond the marked cemetery boundary. These studies may include scrapings or informant interviews with the manager of the cemetery association, local historians, funeral home directors, or other informed individuals.

- A. Routine road maintenance and resurfacing where work is confined to the existing right-of-way and previously maintained surfaces, ditches, culverts, and cut and fill slopes where there are no known historic properties, or historic properties would not be affected because the proposed work is clearly within a disturbed context. This exemption shall not apply in areas with brick streets or with tile curb markers or other decorative street features.
- B. Point repair to an existing water or wastewater line where construction occurs in the original trench
- C. Replacement of existing water or wastewater lines where all construction occurs within the original trench.
- D. Replacement of existing water or wastewater lines in a new trench paralleling the existing line if the following conditions are met:
 - 1. Replacement occurs beneath city streets or adjacent drainage rights-of-way (as in item A);
 - 2. Replacement does not occur within a National Register historic district or locally designated historic district;
 - 3. Replacement does not occur within the historic towns of Goliad, San Augustine, Jefferson, Nacogdoches, Bastrop, Castroville, San Ygnacio, Roma, Refugio, Ysleta, San Elizario, and Presidio;
 - 4. Replacement does not occur beneath brick-paved streets; and
 - 5. Replacement does not occur adjacent to roads in rural areas of the county (where abandoned cemeteries or unrecorded archeological sites might be impacted by a new trench).
- E. Minor alterations or additions to existing water or wastewater treatment plants or other facilities that are less than 45 years old. (Excavation of new treatment ponds or enlargement of existing ponds are not considered minor alterations and are subject to review).
- F. Installation of generators at existing water/wastewater or shelter facilities, where:
 - 1. Ground-level equipment is located to the rear or side of the building or is otherwise screened from view from any public right-of-way, and any new equipment slabs and trenching occurs within previously disturbed soils.
 - 2. Roof-mounted equipment is not visible from the ground level.
- G. Addition or replacement of equipment within the same location and footprint (Examples include but not limited to; Computer monitoring equipment, bar screens, clarifiers, chlorination equipment, SCADA equipment etc.).
- H. Repair of bridges less than 45 years old.



ORIGINAL PROGRAMMATIC AGREEMENT



**PROGRAMMATIC AGREEMENT
BETWEEN THE TEXAS HISTORICAL COMMISSION
AND
THE TEXAS GENERAL LAND OFFICE
GLO CONTRACT No. 19-127-000-B465**

The **TEXAS GENERAL LAND OFFICE** (“GLO”) and the **TEXAS HISTORICAL COMMISSION** (“THC”), agencies of the State of Texas (each a “Party” and, collectively, the “Parties”), hereby enter into this Programmatic Agreement (the “Agreement”) concerning projects (each, an “Undertaking”) possibly affecting properties eligible for inclusion in the National Register of Historic Places (“National Register”), pursuant to Section 106 of the National Historic Preservation Act, 54 U.S.C. § 306108 (“NHPA”), and its implementing regulations at 36 C.F.R. Part 800; and

WHEREAS, the GLO administers the U.S. Department of Housing and Urban Development (“HUD”) Community Development Block Grant Disaster Recovery (“CDBG-DR”) programs (collectively, the “Program”) to provide financial assistance with funds appropriated by the Congress of the United States to facilitate disaster recovery, restoration, economic revitalization, and to affirmatively further fair housing, in accordance with Executive Order 12892, in areas which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*); and

WHEREAS, the GLO, in consultation with the THC, has determined that activities funded under the Program may have an effect on a CDBG-DR-served historic property’s eligibility to be included in the National Register and the GLO must consult with the State Historic Preservation Officer (“SHPO”) for Texas, pursuant to Section 106 of the NHPA (herein, a “Section 106 Review”); and

WHEREAS, the GLO has determined that certain routine Program activities, listed in **Attachment A**, attached hereto and incorporated herein for all purposes, will have no effect on a CDBG-DR-served historic property’s eligibility to be included in the National Register, and should be excluded from a Section 106 Review; and

WHEREAS, 24 C.F.R. Part 58 allows State, tribal, and local governments to assume HUD’s environmental review responsibilities as a “Responsible Entity,” including obligations under Section 106 of the NHPA and its implementing regulations at 36 C.F.R. Part 800; and

WHEREAS, certain subrecipients selected by the GLO may be designated as a Responsible Entity participating in the Program and will be required to comply with 24 C.F.R. Part 58, 36 C.F.R. Part 800, and any other applicable statutes and rules, and will further be required to fulfill the GLO’s roles, responsibilities, and terms of this Agreement and any amendments hereto; and

WHEREAS, in accordance with 24 C.F.R. Part 58, in instances in which a subrecipient lacks the capacity to act as a Responsible Entity, the GLO is designated the Responsible Entity; and

WHEREAS, the NHPA has implemented regulations at 36 C.F.R. § 800.14(b) to allow for the use of programmatic agreements for the efficient administration of the Section 106 Review process; and

WHEREAS, the GLO and the THC, as the SHPO for the State of Texas, agree that it is in the best interest of the State to streamline the Section 106 Review process through the use of this Agreement; and

WHEREAS, the GLO has invited the Advisory Council on Historic Preservation (ACHP) to determine whether the ACHP wishes to enter into consultation on this agreement and the ACHP has chosen not to participate in consultation.

NOW, THEREFORE, the GLO and the THC agree that this Program shall be administered in accordance with the following terms and conditions in satisfaction of NHPA requirements:

ARTICLE I – EXEMPTIONS FROM REVIEW

A. The Responsible Entity shall, within a reasonable time and with good faith effort, evaluate each historic-age property to determine the potential for effects. Activities not requiring SHPO review (“Exempt Activities”), listed in **Attachment A**, attached hereto and incorporated herein for all purposes, are determined by the Parties to not have the potential to cause effects on historic properties per 36 C.F.R. § 800.4(d)(1) or have limited potential to affect historic properties per 36 C.F.R. § 800.5, with no adverse effect if carried out as described. The Responsible Entity is not required to consult with the SHPO regarding Exempt Activities. The Responsible Entity shall keep documentation of its determination of exempt status on file and available for periodic review by the SHPO and shall include this information in annual reports prepared per **ARTICLE IX** below.

B. The GLO and the SHPO may add or remove activities from **Attachment A** by written amendment to this Agreement per **ARTICLE XII**.

ARTICLE II - RESPONSIBILITIES OF THE RESPONSIBLE ENTITY

The Parties have determined that activities not listed in **Attachment A** may have the potential to have an effect on a historic property and require review pursuant to this **ARTICLE II** and **ARTICLES III** through **VIII**, below. The Responsible Entity shall ensure that the following measures are carried out:

A. General Requirements of the Responsible Entity. For each Undertaking contemplated under this Agreement, the Responsible Entity shall consult with, and submit documentation for review to, the SHPO and other consulting parties, including, but not limited to, federally recognized Indian Tribes/Tribal Historic Preservation Officers (THPOs); representatives or local governments; and applicants for Federal assistance, permits, licenses, and other approvals, for the following:

1. Establish whether the Undertaking has the potential to affect historic properties (36 C.F.R. § 800.3(a), (c), and (d));

2. Identify the consulting parties who should be invited to participate in the Undertaking (36 C.F.R. § 800.3);
3. Seek public comment for individual Undertakings, and conduct public involvement activities (36 C.F.R. § 800.3(e));
4. Determine and document the scope of identification efforts and level of effort through the internal review and screening process of the Undertaking, including the Area of Potential Effect (APE) of the Undertaking (36 C.F.R. § 800.4(a) and (b));
5. Identify historic-age properties located within the Undertaking APE (36 C.F.R. § 800.4) and evaluate the National Register eligibility of each;
6. Apply the Criteria of Adverse Effect on historic properties to determine whether the properties may be affected by the Undertaking (36 C.F.R. § 800.5(a)(1));
7. Initiate consultation on the resolution of adverse effects with appropriate consulting parties (36 C.F.R. § 800.6);
8. Consult, as appropriate, regarding the determination of the Undertaking APE, the evaluation of National Register eligibility, and the effects of a Program Undertaking on historic properties;
9. Coordinate Section 106 Review with other relevant Undertaking reviews; and
10. Document individual Undertakings and maintain a record of all Undertaking reviews carried out pursuant to this Agreement.

B. Compliance. The Responsible Entity shall comply, and ensure each subrecipient's compliance through subrecipient agreements, if any, with the terms of this Agreement for all applicable Undertakings that are funded entirely or in part by monies from the Program. For purposes of this Agreement, the GLO and each self-performing GLO subrecipient are hereafter referred to, collectively, as the "Responsible Entity," except in instances where either such entity is named individually.

C. Professional Qualifications Standards. The Responsible Entity shall ensure that all actions prescribed in this Agreement involving the identification, evaluation, assessment of effects, treatment, monitoring, or disposition of historic properties, or involving the reporting or documentation of such actions, shall be carried out by or under the direct supervision of a person or persons meeting the Secretary of the Interior's ("SOI") Professional Qualifications Standards (48 Fed. Reg. 44738, September 29, 1983; http://www.nps.gov/history/local-law/arch_stnds_9.htm) in the fields of History, Archeology, Architectural History, or other applicable discipline, as appropriate based on the nature of the Undertaking, for the identification of historic properties and assessment of effects. Completion of mitigation under **ARTICLE V(D)** of this Agreement shall be performed or overseen by appropriately qualified professionals.

D. Public Participation. The Responsible Entity shall arrange, in a manner consistent with 36 C.F.R. § 800.8(c), for public participation appropriate to the scope of the programs covered by this Agreement in consideration of the nature of the activities undertaken in the Program and the likely

effects on historic properties. The Responsible Entity shall make appropriate efforts, in accordance with HUD regulations governing the Program, to involve the interested individuals, organizations, and entities.

E. Completion Required. The Section 106 Review required under this Agreement must be resolved before the Responsible Entity's final approval of any Undertaking application; before an irrevocable commitment to an Undertaking by the Responsible Entity; and before the Responsible Entity or the property owner alters a historic property.

ARTICLE III – RESPONSIBILITIES OF THE SHPO

A. Unless otherwise provided for in **ARTICLE III(B)** or **ARTICLE VII**, the SHPO shall review and comment on Responsible Entity-submitted documentation concerning an Undertaking within thirty (30) calendar days of receipt. If any Responsible Entity-submitted documentation is determined to be inadequate, the SHPO shall respond within thirty (30) days of receipt, and any supplemental documentation will be reviewed within thirty (30) days of its receipt by the SHPO. If the SHPO does not provide comments within the appropriate time period established herein for its response, the Responsible Entity may assume the SHPO concurs with its determination and may proceed with the Undertaking in accordance with all other terms of this Agreement.

B. For state-run program submissions, an expedited review process of fourteen (14) calendar days upon receipt of complete documentation by SHPO will be in effect. This expedited review process shall only cover reviews submitted pursuant to **ARTICLE V**, using the THC's online eTRAC (electronic THC Review and Compliance) system, accessible at <http://www.thc.texas.gov/etrac-system>. For properties listed in or eligible for the NRHP, the THC may contact the GLO within the fourteen (14) day period to indicate that up to thirty (30) calendar days are required for the response. Additionally, Undertakings requiring input from SHPO staff archeologists under **ARTICLE VI** will be allowed the full thirty (30) day period.

C. The SHPO response to a request for comment will include:

1. a statement of concurrence or non-concurrence with the Responsible Entity's findings and recommendations; and/or
2. any comments related to effects findings.

ARTICLE IV – AREA OF POTENTIAL EFFECTS

The Responsible Entity shall consult with the SHPO to determine and document the Area of Potential Effects ("APE"), as defined in 36 C.F.R. § 800.16(d), for an Undertaking, as follows:

- (A) **For direct effects:** The APE shall include the footprint to be directly affected by new construction, staging areas, and access areas, with regard to the identification of archeological sites. For the rehabilitation of any building without associated new construction or additions, the APE shall consist solely of the building being rehabilitated.
- (B) **For indirect effects:** A broader APE will be required to assess Undertakings that have the potential for visual or other indirect effects on nearby architectural properties, herein defined as non-archeological historic properties, including any significant structures and/or

landscape features located on the properties. Indirect effects may change the character of the property's use or physical features within the property's setting that contribute to its historic significance; are often audible, atmospheric, and visual effects; and may relate to viewshed issues.

- (C) **For cumulative effects:** For the purposes of this document and paraphrasing the National Environmental Policy Act definition (40 CFR § 1508.7), cumulative effects on historic properties are the effects that result from the incremental impact of the Undertaking when added to other past, present and reasonably foreseeable future Undertakings regardless of what agency (Federal or non-Federal) or person undertakes such other actions. Cumulative effects can result from individually minor but collectively significant actions taking place over a period of time.

ARTICLE V – ARCHITECTURAL REVIEW

(A) Identification and Evaluation of Historic Properties.

The Responsible Entity shall make a reasonable and good faith effort to identify historic properties located within the APE, as follows:

- (1) For Undertakings involving ground disturbance, the Responsible Entity shall coordinate with the SHPO to determine whether archeological background research and/or a field survey is warranted pursuant to **ARTICLE VI, ARCHEOLOGICAL REVIEW**. In making this determination, all parties shall reference HUD's HP Factsheet 6 (http://portal.hud.gov/hudportal/documents/huddoc?id=env_factsheet_6.pdf) and the ACHP's Policy Statement on Affordable Housing and Historic Preservation, Implementation Principle VIII (<http://www.achp.gov/docs/fr7387.pdf>).
- (2) For Undertakings with the potential for direct or visual effects to architectural properties, the Responsible Entity shall determine if properties within the APE are individually listed in the National Register, within the boundaries of a National Register historic district, or previously determined to be eligible for inclusion in the National Register. The Responsible Entity may reference the Texas Historic Sites Atlas at <http://atlas.thc.state.tx.us> to determine if a property already has historical designations, and may rely on previous coordination with SHPO for eligibility determinations. Properties listed or eligible for listing in the National Register shall require coordination with the SHPO per **ARTICLE V** of this Agreement.
- (3) If an architectural property is at least forty-five (45) years of age, is not listed in the National Register, and has not been evaluated for National Register eligibility, the Responsible Entity shall submit documentation to the SHPO for review per **ARTICLE V(A)(5)** of this Agreement. The forty-five-year age limit was selected to ensure historic age resources were captured in the event of unforeseen potential Undertaking delays and to afford flexibility to account for potential inaccuracies in building dates.
- (4) If the Responsible Entity determines that an Undertaking application involves an architectural property constructed fewer than forty-five (45) years ago, or a property

at least forty-five (45) years of age that has been determined ineligible for the National Register within the past five (5) years, and the property is not within the boundaries of a National Register-listed or -eligible historic district, no further coordination with SHPO shall be required for that property. The Responsible Entity shall keep documentation of this determination on file and available for periodic review by the SHPO per **ARTICLE IX** of this Agreement.

- (5) The Responsible Entity shall submit documentation of each architectural property requiring Section 106 Review to the SHPO for consultation. Documentation may be provided:
 - (a) Through the THC's online eTRAC system, accessible at <http://www.thc.texas.gov/etrac-system>;
 - (b) By using a "Request for SHPO Consultation" form, submitted in hard copy by mail or delivery service, or
 - (c) In a cover letter, with attachments including required information, submitted in hard copy by mail or delivery service.

Documentation should include, at a minimum, the address of the subject property (including city and county), a map showing the property location, the known or estimated date of construction, a brief architectural description, history of the property and names of architects or builders, if known, and current, clear overall photographs of the property. The submittal should indicate whether the property is listed in the National Register, if known, or determine whether it is eligible for listing in the National Register. Upon review, the SHPO shall concur or disagree with the eligibility determination provided within thirty (30) days.

- (6) If a property within the APE is determined eligible for National Register listing, further coordination shall be required per **ARTICLE V (B)**. If all properties within the APE are determined not eligible for the National Register and are not within a National Register-eligible historic district, and no historic properties are affected by the Undertaking, the Section 106 Review process is complete and no further coordination with the SHPO shall be required for the Undertaking.
- (7) Disputes regarding determinations of eligibility shall be referred by the Responsible Entity, through the GLO, to the Keeper of the National Register in accordance with 36 CFR § 800.4(c)(2) and 36 CFR § 63.2.

(B) Assessment of Adverse Effect

The Responsible Entity shall make a reasonable and good faith effort to assess adverse effects on historic properties within the APE, as follows:

- (1) For properties listed in, or determined eligible for, the National Register, the Responsible Entity shall submit to the SHPO documentation of any proposed activities that do not fall within the exclusions listed in **Attachment A**. Documentation may be provided as outlined in **ARTICLE V(A)(5)(a)-(c)**, above, and

shall include a scope of work, plans and specifications, or other detailed description of the Undertaking. Photographs of the areas in which work is to be performed shall be included. The Responsible Entity shall assess whether the Undertaking would have an adverse effect on the historic property per 36 C.F.R. § 800.5 and the SHPO shall concur or disagree with the determination.

- (2) Upon concurrence of the Parties that an Undertaking is designed and planned in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties* (36 C.F.R. § 68, hereinafter, the "Applicable Standards"), or the Undertaking otherwise does not meet the criteria to create an adverse effect, the Undertaking shall be considered to have no adverse effect, and no further coordination with the SHPO will be required for the Undertaking.
- (3) The Responsible Entity and the SHPO shall make best efforts to expedite reviews through a finding of "no adverse effect with conditions" when the scope of work can be modified to ensure adherence with the Applicable Standards. If the Undertaking cannot meet the Applicable Standards or otherwise would result in an adverse effect to historic properties, the Responsible Entity shall proceed with further consultation.

(C) Resolution of Adverse Effect

The Responsible Entity shall make a reasonable and good faith effort to resolve adverse effects on historic properties located within the APE. To resolve adverse effects, the Responsible Entity shall consult with the SHPO, any consulting parties, and the public, as appropriate, to seek alternatives to avoid, minimize, or mitigate the effect of the Undertaking per 36 C.F.R. § 800.6. To document alternatives considered in the planning process, Undertaking Applicants should provide written justification for the proposed action that will cause an adverse effect, summarize and provide documentation of alternatives to the action, and cite the specific reasons why the proposed action was selected over other alternatives. Consultation to resolve adverse effects shall result in the issuance of a Memorandum of Agreement ("MOA") per 36 C.F.R. § 800.6(c), or where appropriate, the Responsible Entity or the SHPO may propose the use of standard mitigation measures per **ARTICLE V(D)**.

(D) Standard Mitigation Measures.

In instances which the Responsible Entity, in consultation with the SHPO and other consulting parties, if any, determines one or more Undertakings will cause adverse effects to multiple historic properties, in lieu of negotiating separate MOAs for specific Undertakings, the Responsible Entity may use the standard mitigation measures described below in their entirety or as part of a broader mitigation plan. The use of standard mitigation measures and the specific scope of the mitigation measures shall be agreed upon by a letter exchange between the Responsible Entity and the SHPO, which the letter(s) shall become a part of the Responsible Entity's files.

(1) Historic American Building Survey ("HABS") Documentation

- (a) The Responsible Entity shall be responsible for performing archival-quality documentation of a historic property affected by the Undertaking. The

documentation shall meet the Secretary of the Interior's *Standards and Guidelines for Architectural and Engineering Documentation: HABS/HAER Standards* and National Park Service ("NPS") guidance documents, including the May 2010 transmittal guidelines *Preparing HABS/HAER/HALS Documentation; Historic American Buildings Survey Guidelines for Historical Reports*; December 2008 *HABS Guidelines; Recording Historic Structures and Sites with HABS Measured Drawings*; and June 2001 *HABS/HAER Photographs Specifications and Guidelines*; or the latest guidance from NPS at <http://www.nps.gov/history/hdp/standards/index.htm>.

- (b) The level of documentation shall be determined in consultation with the SHPO and NPS Intermountain Regional Office, and may be one of the following three (3) options:

Level I: measured drawings, large-format photography, and written history and description; or

Level II: existing drawings, large format photography, and written history and description; or

Level III: sketch plan, large format photography, and architectural data form.

- (c) The Responsible Entity shall submit the completed HABS documentation to the SHPO and NPS for review and approval. Within thirty (30) days of receipt, the SHPO shall advise the Responsible Entity if the submitted documentation is satisfactory or shall request specific revisions. The NPS may also request specific revisions to meet HABS standards. If any HABS documentation is determined to be inadequate, the SHPO shall respond within thirty (30) days of receipt, and any supplemental documentation will be reviewed within thirty (30) days of its receipt by the SHPO and NPS. Upon acceptance of the documentation by the SHPO and NPS, the Undertaking may proceed.
- (d) The Responsible Entity may also submit the complete documentation package to a local or regional archival repository or library, selected in consultation with the SHPO, in addition to, or in lieu of, review by NPS for inclusion in the HABS/HAER collection at the Library of Congress, if the SHPO agrees this alternative is acceptable. In such a case, the Undertaking may proceed following acceptance of the documentation by the SHPO and its receipt at the selected repository.

(2) **Digital Photographic Documentation**

- (a) The Responsible Entity shall be responsible for digitally photographing each historic property affected by an Undertaking or Undertakings conducted under this Agreement. Photography shall comply with the requirements of the NPS's *National Register Photograph Policy Factsheet* (<http://www.nps.gov/nr/publications/bulletins/photopolicy/index.htm>), or

the latest guidance from NPS, with regard to image size and format of digital files, photograph log, and permanence requirements for prints. The number and type of views shall be determined in consultation with the SHPO.

- (b) The Responsible Entity shall submit to the SHPO electronic media containing the digital images, and a photo log for review and approval. Within thirty (30) days of receipt, the SHPO shall advise the Responsible Entity if the submitted documentation is satisfactory or shall request specific revisions. If revisions are requested, the SHPO shall specify whether the revised documentation is to be submitted to SHPO for a second thirty (30)-day review. Upon acceptance of the documentation by the SHPO, the Undertaking may proceed.
- (c) The Responsible Entity shall also provide the complete documentation package to an appropriate archival repository or library, as determined in consultation with the SHPO.

(3) National Register of Historic Places Nomination

- (a) The Responsible Entity shall be responsible for developing a National Register of Historic Places nomination in keeping with the guidance provided in NPS's *National Register Bulletin #16A: How to Complete the National Register Nomination Form* and other applicable bulletins (<http://www.nps.gov/history/nr/publications>). The nomination shall include a historic context, architectural descriptions, photographs, and maps, as required to fully document the historic property or district.
- (b) The Responsible Entity shall submit one (1) electronic media file containing the completed nomination form and attachments for review and approval to the SHPO via the Electronic THC Review And Compliance System (eTRAC) (<http://www.thc.texas.gov/etrac-system>). Within sixty (60) days of receipt, the SHPO shall advise the Responsible Entity if the submitted nomination is satisfactory or shall request specific revisions. If revisions are requested, the SHPO shall specify whether the revised documentation is to be submitted to the SHPO for a second sixty (60)-day review. Upon acceptance of the nomination by the SHPO, the Undertaking may proceed.
- (c) The Responsible Entity shall not be responsible for carrying the nomination form forward for consideration by the State Board of Review and NPS, or for any subsequent revisions required by those bodies.

(4) Historic Context Development

- (a) The Responsible Entity shall develop a historic context related to the historic property affected and selected in consultation with the SHPO. All work shall be done in accordance with the guidance on developing historic contexts in the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* (http://www.cr.nps.gov/local-law/arch_stnds_5.htm). The historic context shall include a methodology identifying archival

resources used and a bibliography for future research efforts.

- (b) The Responsible Entity shall submit one (1) electronic media file of the completed historic context for review and approval to the SHPO via the eTRAC system (<http://www.thc.texas.gov/etrac-system>). Within sixty (60) days of receipt, the SHPO shall advise the Responsible Entity if the submitted documentation is satisfactory or shall request specific revisions. If revisions are requested, the SHPO shall specify whether any revised documentation is to be submitted to the SHPO for a second sixty (60)-day review. Upon acceptance of the documentation by the SHPO, the Undertaking may proceed.
- (c) The Responsible Entity shall also provide the completed historic context to an appropriate archival repository or library, as determined in consultation with the SHPO.

(5) **Historic Property Inventory**

- (a) The Responsible Entity shall work with the SHPO to establish the appropriate level of effort to accomplish a historic property inventory. Efforts may be directed toward the resurvey of previously designated historic properties and/or districts which have undergone change or lack sufficient documentation, or the survey of new historic properties and/or districts that lack formal designation. Once the boundaries of the survey area have been agreed upon, the Responsible Entity shall continue to coordinate with the SHPO through the data collection process. The Responsible Entity shall use SHPO standards for the survey of historic properties and SHPO forms as appropriate.
- (b) The Responsible Entity shall prepare a draft inventory report, according to SHPO templates and guidelines. The Responsible Entity shall submit one (1) hard copy of the completed inventory and one (1) portable data storage device containing a digital file of the inventory to the SHPO for review and approval. Within sixty (60) days of receipt, the SHPO shall advise the Responsible Entity if the submitted documentation is satisfactory or shall request specific revisions, including whether any revised documentation is to be submitted to the SHPO for a second sixty (60)-day review. Upon acceptance of the documentation by the SHPO, the Undertaking may proceed.

- (6) **Public Interpretation.** Prior to implementation of the Undertaking, the Responsible Entity shall work with the SHPO to design an educational interpretive plan. The plan may include signs, displays, educational pamphlets, websites, workshops, and other similar mechanisms to educate the public on historic properties within the local community, state, or region. The Responsible Entity and SHPO shall continue to consult throughout implementation of the plan until all agreed upon actions have been completed.

(7) **Design Review for Infill Construction**

- (a) Prior to initiating the construction of a new building within a historic district or adjacent to historic properties, the Responsible Entity shall submit architectural and site plans for the proposed building to the SHPO for review and comment. For larger or complex new construction, the Responsible Entity shall establish a schedule for submittal of plans to the SHPO during plan development (e.g., 30%, 60%, and 90% construction documents) to allow for early and ongoing review. Within thirty (30) days of receipt of submitted architectural drawings, the SHPO shall provide recommendations to make the new construction compatible with the architectural character of nearby historic properties. The Responsible Entity shall consider any SHPO comments and make a reasonable and good faith effort to incorporate the SHPO's suggestions into the final architectural and site plans.
- (b) The Responsible Entity shall make reasonable attempts to use building setbacks, exterior materials, and overall building forms that are compatible with nearby historic properties.

ARTICLE VI – ARCHEOLOGICAL REVIEW

(A) **Identification and Evaluation of Historic Properties**

- (1) For Undertakings involving ground disturbance, the Responsible Entity shall coordinate with the SHPO to determine whether archeological investigations are warranted. Documentation to aid in this determination may be provided by the Responsible Entity as outlined in **ARTICLE V(A)(5)(a)-(c)**, above. Documentation shall include, at minimum: the address (including city and county); a U.S. Geological Survey 7.5 minute quadrangle map with the property location and boundary shown; documentation establishing whether the property is owned or controlled by a public agency; an Undertaking description noting impacts that will occur to the ground surface and the depth of the impact; and documentation of any extenuating circumstances that may be important for review, such as evidence of severe erosion or previous construction within the Undertaking area.
- (2) In determining whether archeological background research and/or field survey is warranted, all parties shall reference HUD's HP Factsheet 6 at: (http://portal.hud.gov/hudportal/documents/huddoc?id=env_factsheet_6.pdf) and ACHP's Policy Statement on Affordable Housing and Historic Preservation, Implementation Principle VIII (<http://www.achp.gov/docs/fr7387.pdf>).
- (3) At the request of the SHPO, the Responsible Entity shall make a reasonable and good faith effort to identify archeological properties within the APE. Pursuant to 36 CFR § 800.4(b)(1), the steps to fulfill this requirement may include, but are not limited to, background research, including review of the THC's Texas Archeological Sites Atlas, consultation, oral history interviews, sample field investigations, and reconnaissance or intensive field survey. All investigators will conform to the THC's *Archeological Survey Standards of Texas* (http://www.thc.texas.gov/public/upload/publications/THC_SurveyStandards_2014_0.pdf) and the Secretary of the Interior's

Standards and Guidelines for Archeology and Historic Preservation.

- (4) In accordance with Texas Natural Resources Code, Title 9, § 191.054, an Antiquities Permit may be issued by the THC to allow survey and discovery or excavation of archeological sites for Undertakings under any land within the jurisdiction of the State of Texas, such as property owned by a state agency or political subdivision of the state (cities, counties, river authorities, municipal utility districts, and school districts).
- (5) A draft report of the investigations conducted per **ARTICLE VI(A)(3)**, above, should be produced in conformance with the Secretary of the Interior's *Standards and Guidelines for Archeology and Historic Preservation* and the Council of Texas Archeologists' *Guidelines for Cultural Resource Management Reports* (<http://www.thc.texas.gov/public/upload/CTAguidelines.pdf>), and submitted to the SHPO for review. The Responsible Entity shall receive a redacted version of the same archeological report for review and comment from qualified archeologists. Should the Responsible Entity employ a qualified archeologist, then unredacted versions may be submitted to the Responsible Entity. Comments received from the SHPO shall be addressed in the final reports. If no cultural resources are identified in the APE and the SHPO concurs, no further coordination with the SHPO will be required for the Undertaking.
- (6) If cultural resources are identified within the APE, the Responsible Entity shall consult with the SHPO to develop a testing plan to determine eligibility for inclusion in the National Register, in accordance with the process described in 36 CFR § 800.4(c) and criteria established in 36 C.F.R. § 60.4. Alternatively, the Undertaking applicant may redesign the Undertaking to avoid completely all effects on the identified cultural resources. All draft reports of site testing shall be submitted to the SHPO for review and comment. Comments received from the SHPO shall be addressed in the final reports.
- (7) If the Responsible Entity and the SHPO agree as to whether a property is eligible for inclusion in the National Register, such agreement is deemed conclusive for the purposes of this Agreement. Disputes regarding determinations of eligibility shall be referred by the Responsible Entity, through the GLO, to the Keeper of the National Register in accordance with 36 CFR § 800.4(c)(2). Cultural resources determined to be ineligible for the National Register shall require no further protection.
- (8) During implementation of this Agreement, the Responsible Entity will protect information about historic properties, including location information or information provided by Indian tribes to assist in the identification of such properties, to the extent allowable under Section 304 of the National Historic Preservation Act, 54 U.S.C. § 306108, 36 CFR § 800.11(c), and in accordance with the Texas Natural Resources Code Title 9, § 191.021.

(B) Assessment of Adverse Effect

For archeological sites determined eligible for the National Register, the Responsible Entity

shall submit documentation to the SHPO of any proposed activities that do not fall within the exclusions of **Attachment A**. Documentation shall include an Undertaking description noting impacts that will occur to the ground surface and the depth of the impact. The Responsible Entity should assess whether the Undertaking would have an adverse effect on the historic property. If an adverse effect determination is made, the SHPO shall concur or disagree with the determination. If no determination is reached by the Responsible Entity, the SHPO shall determine whether the work meets the Criteria of Adverse Effect in 26 C.F.R. § 800.5. If the Responsible Entity and the SHPO concur that the Undertaking will have no adverse effect on historic properties, no further coordination with the SHPO shall be required for the Undertaking.

(C) Resolution of Adverse Effect

- (1) If the Responsible Entity and the SHPO determine that an Undertaking will have an adverse effect on a historic property, the Responsible Entity shall consult with the SHPO, tribes, consulting parties, and the public, as appropriate, to seek alternatives that would avoid, minimize, or mitigate the effect of the Undertaking per 36 CFR § 800.6.
- (2) The Responsible Entity shall prepare a data recovery plan (the “Plan”) that describes mitigation measures proposed to resolve the Undertaking’s adverse effects and provide the Plan for review and comment to all consulting parties. All parties shall have thirty (30) calendar days in which to provide a written response to the Responsible Entity. The Plan may include, as appropriate, a research design; excavation or recordation strategies; work and report schedules; site monitoring; and relocation, preservation, or reburial; and curation of artifacts and records. It shall take into account all research and previous work conducted and specify, at a minimum: a) the historic property where data recovery is to be conducted (this information shall be removed in the redacted version of the report); b) the excavation or recordation that will be performed under the approved Plan; c) the methods to be used, with an explanation of their relevance to the Undertaking research design; and d) the methods to be used in analysis, data management, and dissemination of data, including a schedule of work and report submission.
- (3) When adverse effects to historic properties cannot be avoided, the Responsible Entity, in consultation with the SHPO and any consulting parties, shall develop a plan to mitigate the adverse effects. If the SHPO approves the plan for mitigating the adverse effects, the Responsible Entity shall implement the plan. Upon completion of the approved mitigation methods, the adverse effect shall be considered resolved.
- (4) If the Responsible Entity and the SHPO fail to agree on an adverse effect resolution, consultation shall proceed in accordance with 36 C.F.R. § 800.7 and **ARTICLE XI**.

ARTICLE VII – EMERGENCY SITUATIONS

- (A)** When the Responsible Entity or other local government official determines that a historic property is an imminent threat to public health or safety as a result of a natural or man-made disaster or emergency declared by the President or Governor, the Responsible Entity shall

notify the SHPO of the determination as soon as possible under the circumstances and provide all pertinent historic property information and a proposed plan of action for SHPO review.

- (B) If the SHPO objects to the proposed emergency action within seven (7) days, the Responsible Entity shall comply with all applicable non-emergency terms of this Agreement.
- (C) This Article applies only to Undertakings that will be implemented within thirty (30) days after a federal or state disaster or emergency has been formally declared, as stipulated in 36 C.F.R. § 800.12(d), unless such disaster or emergency declaration is extended by written proclamation prior to expiration of the initial thirty (30)-day period.
- (D) Immediate rescue, repair, stabilization, and salvage operations conducted to preserve life or property are exempt from the provisions of this Agreement, with the exception that the Responsible Entity shall provide documentation of the action to the SHPO within thirty (30) days of the action. Where possible, emergency actions shall be undertaken in a manner that does not foreclose future preservation or restoration of affected historic properties.

ARTICLE VIII—POST-REVIEW DISCOVERIES AND UNFORESEEN EFFECTS

- (A) If, during the implementation of an Undertaking, a previously unidentified historic property is encountered, or a known historic property may be affected in an unanticipated manner, the Responsible Entity will assume its responsibilities under 36 CFR § 800.13(b), "Post-Review Discoveries: Discoveries without Prior Planning." The Responsible Entity will stop construction activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the property until the Responsible Entity concludes consultation with the SHPO.
- (B) The Responsible Entity will notify the SHPO of the discovery at the earliest possible time and consult to develop actions to take into account the effects of the Undertaking. The Responsible Entity will notify the SHPO of any time constraints, and all parties shall mutually agree upon timeframes for this consultation. The Undertaking Applicant may participate in this consultation. The Responsible Entity will provide the SHPO with complete documentation on the change in the Undertaking, potential effects, and written recommendations, to take into account the effects of the Undertaking.
- (C) When the discovery contains burial sites or human remains, the Responsible Entity shall follow the post-review discovery procedures of 36 C.F.R. § 800.13 and applicable requirements of the Texas Health and Safety Code, Title 1, Chapter 711, and treat said sites and/or remains in a manner consistent with the provisions of ACHP's *Policy Statement Regarding Treatment of Burial Sites, Human Remains, or Funerary Objects* (February 23, 2007). Work shall immediately cease within a fifty (50) foot radius of the area of discovery.
- (D) If the SHPO does not object to the Responsible Entity's recommendations within the agreed upon timeframe, as developed pursuant to Section (B) above, the Responsible Entity will modify the scope of work to implement the recommendations. If the SHPO objects to the recommendations, the Responsible Entity and the SHPO will consult further to resolve the objection through actions including, without limitation, identifying Undertaking alternatives that result in the Undertaking having no adverse effect on historic properties, or

proceeding in accordance with **ARTICLES IV through VI**.

ARTICLE IX – MONITORING AND REPORTING

The SHPO may monitor activities carried out pursuant to this Agreement and shall review activities if requested by any interested party or person. The Responsible Entity shall cooperate with the SHPO in carrying out these monitoring responsibilities.

The Responsible Entity shall provide the SHPO with an annual report on activities carried out each fiscal year under the terms of this Agreement. The reports shall be due on September 1 of each year the Agreement is in effect. Each report shall include:

- (A) A list of all Undertakings that were exempt from review under **ARTICLE I**, including the address of each property, brief description of the work performed, and the exemption type from **Attachment A**; and
- (B) The status of any mitigation prepared pursuant to **ARTICLE V(D)** or **ARTICLE VI(C)**.

ARTICLE X – ANTICIPATORY DEMOLITION

The GLO shall not issue a grant a loan, loan guarantee, or other financial assistance to a subrecipient that has intentionally allowed or failed to prevent, in instances which the subrecipient has the authority to prevent, an adverse effect to an historic property. However, the GLO may determine, after consultation with the ACHP, that circumstances justify granting such assistance despite the adverse effect created or permitted by the subrecipient and will complete consultation for the Undertaking pursuant to the terms of this Agreement.

ARTICLE XI – DISPUTE RESOLUTION

Should a Party to this Agreement or a consulting party, including a subrecipient, object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the GLO shall consult with the objecting party to resolve the objection. If the GLO determines within thirty (30) days of receipt of an objection that such objection cannot be resolved, the dispute will be addressed as follows:

- (A) The GLO will forward all documentation relevant to the dispute, including the GLO's proposed resolution, to the ACHP in accordance with 36 CFR § 800.2(b)(2).
- (B) The ACHP shall provide the GLO with its advice on the resolution of the objection within thirty (30) days of receipt of adequate documentation; whereupon, the GLO shall prepare a written final response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories, and consulting parties, and provide copies of this written response to the objecting party, the ACHP, signatories, and consulting parties.
- (C) If the ACHP does not provide its advice regarding the dispute within thirty (30) days of the receipt of the GLO's proposed resolution, the GLO may make a final decision regarding the dispute and proceed accordingly. The GLO shall prepare a written response that takes into

account any timely comments regarding the dispute from signatories and consulting parties and provide copies of this written response to the objecting party, the ACHP, signatories, and consulting parties.

The Parties' responsibilities to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

ARTICLE XII – AMENDMENTS

Amendments to this Agreement shall be by written agreement between the GLO and the THC. Subrecipients will be notified of any amendment to this Agreement via a Technical Guidance Letter issued under a subrecipient agreement. A copy of the amendment will be filed with the ACHP.

ARTICLE XIII – TERMINATION

A Party may terminate the Agreement upon thirty (30) days' written notification to the other. In the event of termination, the GLO will follow the procedure outlined in 36 CFR Part 800, Subpart B, "The Section 106 Process," with respect to Undertakings that had been covered by this Agreement.

ARTICLE XIV – TERM OF AGREEMENT

This Agreement shall be effective as of the date executed by the last party and will terminate five (5) years after its effective date. At any time during the term of this Agreement, the GLO and THC may extend the Agreement in accordance with ARTICLE XII. Unless a Responsible Entity terminates the Agreement earlier in accordance with ARTICLE XIII, the termination under this Article shall be effective for all Parties.

ARTICLE XV – ADDITIONAL PARTIES

Governmental bodies that are eligible to be Responsible Entities are required to comply with the terms of this Agreement as a condition of their participation in the Program. Except for ARTICLES XI, XII, and XIV, Responsible Entities other than the GLO will assume all roles, responsibilities, and terms ascribed to the GLO hereunder.

No assistance or approval for Program activities will be made by a Responsible Entity until it has approved the outcome of consultation with the THC and other consulting parties, if any. If the Responsible Entity does not approve the outcome of consultation for a specific Undertaking, then additional information, performance of additional consultations, or direct consultation with the SHPO and other parties may be required to complete the Section 106 Review process.

SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR GLO CONTRACT NO. 19-127-000-B465

Execution and implementation of this Agreement is evidence that the GLO has afforded the ACHP an opportunity to comment on these programs and that the GLO has taken into account the effects of the programs on historic properties.

GENERAL LAND OFFICE


DocuSigned by:





Mark A. Havens, Chief Clerk/
Deputy Land Commissioner


Date of execution: 10/9/2018

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TEXAS HISTORICAL COMMISSION

DocuSigned by:



By: Mark Wolfe

Title: Executive Director

Date of execution: 10/8/2018

ATTACHMENTS TO THIS AGREEMENT:

ATTACHMENT A – LIST OF EXEMPT ACTIVITIES

ATTACHMENT FOLLOWS

LIST OF EXEMPT ACTIVITIES

The GLO, in consultation with the THC, has determined that the following activities do not meet the definition of an Undertaking since they either: (1) do not have the potential to cause effects on historic properties per 36 CFR § 800.4(d)(1); or (2) have limited potential to affect historic properties per 36 CFR § 800.5 and will have no adverse effect if carried out as described. The activities in this list require no further review under the terms of this Agreement. The GLO and Responsible Entities shall maintain a list of Undertakings completed per these exemptions and shall make the list available upon the request of the THC and include the updated list in the annual report.

GENERAL ACTIVITIES (Categorically Excluded under 24 CFR § 58.34)

- A. Environmental and other studies, resource identification, and the development of plans and strategies. (Implementation of such plans with federal funds may require consultation. If historic properties may be affected, SHPO recommends early consultation during planning stages.)
- B. Information and financial services.
- C. Administrative and management activities.
- D. Public services that will not have a physical impact or result in any physical changes to buildings, structures, sites, or objects, including but not limited to services concerned with employment, crime prevention, child care, health, drug abuse, education, counseling, energy conservation, and welfare or recreational needs.
- E. Inspections and testing of properties for hazards or defects. (Action taken pursuant to such inspections with federal funds will require consultation.)
- F. Purchase of insurance (e.g. homeowners or flood insurance; does not include HUD mortgage insurance).
- G. Purchase of tools.
- H. Engineering or design costs. (Construction activities undertaken with federal funds will require consultation. If historic properties may be affected, SHPO recommends early consultation during design.)
- I. Technical assistance and training.
- J. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair, or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration.
- K. Payment of principal and interest on loans made or obligations guaranteed by HUD;
- L. Any categorical exclusion listed in 24 C.F.R. § 58.35(a) provided that there are no circumstances which require compliance with any other Federal laws and authorities cited in 24 C.F.R. § 58.5.

REHABILITATION OF BUILDINGS

Interior Rehabilitation:

Undertakings limited to interior spaces of single- or multifamily residential buildings to be retained

in the same use where the work will not be visible from the exterior of the building; no structural alterations are made; no demolition of walls, ceilings, or floors occurs; no drop ceilings are added; and no walls are leveled with furring or moved.

The following list of activities that do not need consultation with the SHPO provides further clarity for residential work and establishes standards for civic, commercial, and other property types.

A. Disaster recovery measures:

1. Temporary repair to single-family residential buildings to ensure safe shelter with access to essential electrical supply, HVAC, hot water, natural gas and potable water, and protection from elements such as weatherproofing and securing broken doors and windows.
2. Interior repairs to pre-disaster condition of single- or multifamily residential buildings, excluding structural repairs (e.g. foundation, framing), or other elements requiring architectural or engineering services.

B. Heating, ventilation, and air conditioning (HVAC):

1. Installing mechanical equipment in residential buildings in a manner that does not affect the exterior of the building.
2. Installing mechanical equipment in other building types within existing mechanical closets, chases, and unfinished attics or basements when ducts are not visible within occupied spaces of the building and access to the ducts does not require demolition of walls or ceilings in occupied spaces of the building.
3. Routine maintenance or retrofits to existing mechanical equipment, provided there is no physical impact on the building.
4. Replacement of existing mechanical equipment or installation of supplemental equipment, provided that exterior equipment is installed within the same footprint on the same pad, and interior equipment is installed within an existing mechanical closet or unoccupied attic or basement.
5. Upgrading existing facility and infrastructure-related pumps and motors, including those for HVAC systems, to variable-speed or premium efficiency standards.
6. Sealing, restoring, or insulating HVAC ducts, provided that the ducts are not visible in occupied spaces of the building and access to the ducts does not require demolition of walls or ceilings in occupied spaces of the building.
7. Adding or replacing existing building controls systems including HVAC control systems and the replacement of building-wide pneumatic controls with digital controls, thermostats, dampers, and other individual sensors like smoke detectors or carbon monoxide detectors (wired or non-wired).

C. Lighting and appliances:

1. Installation of fire, smoke, or carbon monoxide detectors.
2. Installation of compact fluorescent or LED bulbs in existing fixtures.
3. Replacement of fluorescent bulbs, ballasts, and/or wiring in existing fixtures.

4. Replacement of existing fluorescent fixtures with new fixtures, provided that the fixtures are not original to the building.
5. Installation of motion/occupancy sensors for lighting control.
6. Replacement of existing lighting in street lighting fixtures with high efficiency lighting.
7. Replacement of existing appliances.

D. Insulation:

1. Attic insulation with proper ventilation, provided that insulation is fiberglass batt or loose fill only (not spray foam).
2. Under-floor insulation in basements or crawl spaces, provided that insulation is fiberglass batt or loose fill only (not spray foam), and ventilation of crawl spaces.
3. Exterior blown-in wall insulation (not spray foam) where holes are not drilled through exterior wall material or decorative plasterwork on the interior and result in no permanent visible alteration to the structure.
4. Water heater tank and pipe insulation.
5. Radiant barriers in unoccupied attic spaces.

E. Plumbing:

1. Repairing plumbing systems in a manner that does not affect the interior or exterior of the building.
2. Water heater repair or replacement that does not require a visible new supply or venting.
3. Restroom improvements for handicapped access, provided the work is contained within the existing restroom.
4. Water conservation measures, such as installation of low-flow faucets, toilets, showerheads, urinals, or distribution device controls, in residential properties; and water conservation measures in other building types, provided that plumbing fixtures to be replaced are not original to the building.
5. Upgrading existing facility and infrastructure-related pumps and motors, including those for water/wastewater facilities, to variable-speed or premium efficiency standards.

F. Electrical:

Repairing or upgrading electrical systems in a manner that does not affect the interior or exterior of the building.

Exterior Rehabilitation:

A. Roofing:

1. In-kind replacement of existing roofing material.
2. Replacement of existing gutters and downspouts.
3. Installation of continuous ridge vents covered with ridge shingles or boards, or roof jacks/vents, bath and kitchen fan vents, gable vents, soffit and frieze board vents, and

combustion appliance flues, if not located on a primary roof elevation or visible from the public right-of-way.

4. Installation of reflective roof coatings, with materials that closely match the historic materials and form, or with materials that restore the original feature based on historic evidence, and in a manner that does not alter the roofline.
5. Installation of new roofing or reflective roof coatings on a flat-roofed building with a parapet, such that the roofing material is not visible from any public right-of-way.
6. Replacement of asbestos tile roofing with composition shingle/asphalt shingle roofing matching the shape and pattern of the asbestos tile.

B. Siding, soffits, fascia, and masonry:

1. Repair or limited, in-kind replacement of existing siding, soffits, and fascia. Limited replacement shall not exceed 25% of the overall exterior area, and new material shall match existing in material, profile, and other characteristics.
2. Limited repair of masonry, including chimneys, where mortar matches the existing in color, texture, strength, joint width, and joint profile and methods are consistent with the preservation techniques in *Preservation Brief #2: Repointing Mortar Joints in Historic Masonry Buildings*. Limited repair shall not exceed 10% of the overall exterior wall area.

C. Painting:

1. Painting previously painted exterior surfaces, provided destructive surface preparation treatments, including but not limited to water-blasting, sandblasting and chemical removal, are not used.
2. Conducting lead-based paint abatement or interim controls pursuant to 24 CFR § 35.115(a)(13), if carried out by a qualified contractor using current best practices and methods that are consistent with the preservation techniques in *Preservation Brief #37: Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing*. (Any removal of historic building materials or encapsulation with vinyl siding or other materials is not included in this exemption.)

D. Windows and doors:

1. Weatherstripping around windows and doors, installing thresholds, and other air infiltration control measures that do not harm or obscure historic windows, doors, or trim.
2. Caulking around windows and doors, provided that the color of the sealant matches adjacent materials.
3. Installing interior storm windows or doors, or exterior storm or wood screen doors, on residential buildings, in a manner that does not harm or obscure historic windows or trim.
4. Repair or repainting of existing storm windows.
5. Installing removable film on windows (if the film is transparent), solar screens, or window louvers, on residential buildings, in a manner that does not harm or obscure historic windows or trim.
6. Repair or replacement of missing or damaged window glass.
7. Repair of windows using in-kind materials.

8. Replacement of non-historic exterior doors with compatible wood panel doors.

E. Porches:

1. Repair (not replacement) of porch ceilings, steps, floors, or railings.
2. Repair of existing wheelchair ramps.
3. Installing a new wheelchair ramp on the side or rear entrance of a home, when not visible from any public right-of-way.
4. Installing a new wheelchair ramp on the front of a home, or other entrance visible from a public right-of-way, in a manner that does not remove, compromise, or damage existing historic materials or features and would be completely reversible without damage to historic fabric.

F. Ground-disturbing activity and site work:

1. Repairing or replacing in-kind existing driveways, parking areas, and walkways with materials of similar appearance in a manner that does not disturb historic landscape materials or features.
2. Excavating to gain access to existing underground utilities to repair or replace them, in a manner that does not disturb historic exterior building or landscape materials or features, and where all construction occurs within existing trenches.
3. Repair or replacement of metal utilitarian structures (e.g. pump houses, storage buildings) less than 45 years old, when performed in previously disturbed soils.
4. Ground disturbance that is minimal and occurs in documented, previously disturbed soil.

G. Elevation: Elevation of pier-and-beam, wood frame structures four feet or less if the front entrance stair configuration is unaltered. Foundation skirting and piers shall be extended or replaced with in-kind materials; brick or stucco piers with lattice or board and batten skirting is preferred in instances where historic materials are no longer present. This exemption does not apply to buildings with other structural systems, such as masonry construction or slab-on-grade foundations.

H. Generators: Installation of generators at existing facilities, where:

1. Ground-level equipment is located to the rear or side of the building or is otherwise screened from view from any public right-of-way, and any new equipment slabs and trenching occurs within previously disturbed soils.
2. Roof-mounted equipment is not visible from the ground level.

INFRASTRUCTURE

The following projects may be exempt from review when they occur 25 feet or greater from the fence line or boundary of a cemetery, or where no work will occur within 15 feet of a cemetery. Projects which involve work within 15 feet of a cemetery must be submitted in accordance with **ARTICLE VI, ARCHEOLOGICAL REVIEW**, and will require archeological studies to verify whether or not there are any unmarked graves beyond the marked cemetery boundary. These studies may include scrapings or informant interviews with the manager of the cemetery association, local

historians, funeral home directors, or other informed individuals.

- A. Routine road maintenance and resurfacing where work is confined to the existing right-of-way and previously maintained surfaces, ditches, culverts, and cut and fill slopes where there are no known historic properties, or historic properties would not be affected because the proposed work is clearly within a disturbed context. This exemption shall not apply in areas with brick streets or with tile curb markers or other decorative street features.
- B. Point repair to an existing water or wastewater line where construction occurs in the original trench
- C. Replacement of existing water or wastewater lines where all construction occurs within the original trench.
- D. Replacement of existing water or wastewater lines in a new trench paralleling the existing line if the following conditions are met:
 - 1. Replacement occurs beneath city streets or adjacent drainage rights-of-way (as in item A);
 - 2. Replacement does not occur within a National Register historic district or locally designated historic district;
 - 3. Replacement does not occur within the historic towns of Goliad, San Augustine, Jefferson, Nacogdoches, Bastrop, Castroville, San Ygnacio, Roma, Refugio, Ysleta, San Elizario, and Presidio;
 - 4. Replacement does not occur beneath brick-paved streets; and
 - 5. Replacement does not occur adjacent to roads in rural areas of the county (where abandoned cemeteries or unrecorded archeological sites might be impacted by a new trench).
- E. Minor alterations or additions to existing water or wastewater treatment plants or other facilities that are less than 45 years old. (Excavation of new treatment ponds or enlargement of existing ponds are not considered minor alterations and are subject to review).
- F. Installation of generators at existing water/wastewater or shelter facilities, where:
 - 1. Ground-level equipment is located to the rear or side of the building or is otherwise screened from view from any public right-of-way, and any new equipment slabs and trenching occurs within previously disturbed soils.
 - 2. Roof-mounted equipment is not visible from the ground level.
- G. Addition or replacement of equipment within the same location and footprint (Examples include but not limited to; Computer monitoring equipment, bar screens, clarifiers, chlorination equipment, SCADA equipment etc.).
- H. Repair of bridges less than 45 years old.

Walker County

Month	Prior Adj. Tax Levy	Total Collected to Date (Prior Year)	Percentage	Current Adj. Tax Levy	Total Collected to Date (Current Year)	Percentage Adj. Levy	Percentage Original Levy
October	24,232,143.90	595,136.59	0.0246	26,141,138.89	762,378.65	0.0292	0.0314
November	24,221,523.80	1,917,215.64	0.0792	26,137,188.32	2,276,911.51	0.0871	0.0938
December	24,220,068.83	6,650,318.47	0.2746	26,125,233.91	6,651,028.03	0.2546	0.2740
January	21,926,783.31	16,438,588.40	0.7497	26,100,653.40	20,169,944.40	0.7728	0.8308
February	24,200,713.98	22,315,746.79	0.9221	26,098,452.81	23,909,171.20	0.9161	0.9849
March	24,188,440.95	22,805,074.49	0.9428	26,086,510.71	24,489,345.61	0.9388	1.0087
April	21,973,800.86	21,921,067.76	0.9976	26,087,034.24	24,695,681.04	0.9467	1.0172
May							
June							
July							
August							
September							

Planning and Development Dept.
Summary of Receipts and Remittances to County Treasurer
For the Period of 4/1/2023 to 4/30/2023

Receipts for the Month:				Totals:
	Receipts for Commercial/Multi Structure Permits (w/ OSSF)			\$ 2,040.00
	Receipts for Development Permit			\$ 4,600.00
	Receipts for Per Square Foot of Development Fees			\$ 788.90
	Receipts for Res. Permits (w/ OSSF)			\$ 4,830.00
	Receipts for OSSF Per Gallon Over 500 Fee			\$ 316.50
	Receipts for OSSF Sprayfield Modification Fee			\$ 410.00
	Receipts for Upgrade Res. To Comm. OSSF Fee			\$ 300.00
	Receipts for OSSF Maintenance Inspection Reports			\$ 3,165.00
	Receipts for Overdue OSSF Maint. Insp. Reports			\$ 74.00
	Receipts for Overdue OSSF Maint. Contracts			\$ 1,075.00
	Receipts for Res. Re-Insp. Fee			\$ 875.00
	Receipts for OSSF Review Fee			\$ 600.00
	Receipts for Re-Plat Fees			\$ 1,750.00
	Receipts for Major Plat Fees			\$ 600.00
	Receipts for Per Lot Fees w/ Roads			\$ 1,000.00
	Receipts for Per L.F. of Infrastructure Fees			\$ 1,381.00
	Receipts for Subdv. Variance Request Fee			\$ 600.00
	Receipts for 2.5% Credit Card Use Fee			\$ 235.19
	Subtotal of Revenues for the Month of April 2023:			\$ 24,640.59
	Less Paid by Credit Card:			\$ 9,647.19
	Total to be Remitted to County Treasurer:			\$ 14,993.40
Summary of Deposits/Remittances:				
		Deposit with County Treasurer	Deposit Credit Card Account	Total Deposits / Remittances
Receipt Date:	For the Period Date:			
4/10/2023	4/1/2023 to 4/9/2023	\$ 6,548.60	\$ 830.21	\$ 7,378.81
4/14/2023	4/10/2023 to 4/13/2023	\$ 1,999.80	\$ 2,885.36	\$ 4,885.16
4/19/2023	4/14/2023 to 4/18/2023	\$ 1,865.00	\$ 1,894.17	\$ 3,759.17
4/24/2023	4/19/2023 to 4/23/2023	\$ 1,855.00	\$ 1,799.88	\$ 3,654.88
5/1/2023	4/24/2023 to 4/27/2023	\$ 2,650.00	\$ 2,032.57	\$ 4,682.57
5/1/2023	4/28/2023 to 4/30/2023	\$ 100.00	\$ 205.00	\$ 305.00
	Total Deposits for the Period - April 2023	\$ 15,018.40	\$ 9,647.19	\$ 24,665.59
	Funds Pending Remittance to Treasurer:	\$ -		
	NOTE: \$ 25.00 difference is due to Offset Receipt # 2023-536 from VOID done in March 2023 for Receipt # 2023-507 where offset crossed over to April report			

WALKER COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT

Commissioner's Court Report Calculation Sheet

April

10/01/2022 through
4/30/2023

Permit Type			Fee		# Issued	Monthly Balance			New Fiscal Year Totals	
**Comm/Multi Family OSSF			\$510.00		4	\$2,040.00			\$9,180.00	
*** Single Family Res. OSSF			\$210.00		23	\$4,830.00			\$39,270.00	
Development Permit Fee			\$100.00		46	\$4,600.00			\$31,400.00	
Per Sq. Ft. Development Fee			.05 / .015		4	\$788.90			\$14,795.86	
OSSF	Spray	Mod.	Half	Fee	2	\$410.00			\$1,140.00	
OSSF Per Gal. Over 500			\$0.25		2	\$316.50			\$381.50	
Upgrade to Commercial OSSF			\$300.00		1	\$300.00			\$2,720.00	
Re-Insp./Addn'l. Insp. Fee			\$125.00		7	\$875.00			\$4,875.00	
Misc. Map Fee			\$ 5.00 / \$ 15.00		0	\$0.00			\$0.00	
Solid Waste			\$50.00		0	\$0.00			\$0.00	
Open Records Request			.10 per page		0	\$0.00			\$0.00	
Minor Plat Fee			\$250.00		0	\$0.00			\$2,500.00	
Major Plat Fee			\$600.00		1	\$600.00			\$3,000.00	
Addn'l. Lots No Roads			\$50.00		0	\$0.00			\$550.00	
Addn'l. Lots W/ Roads			\$50.00		20	\$1,000.00			\$17,300.00	
Per	L.F of Road Fee		\$1.00		1381	\$1,381.00			\$51,686.00	
1.5% Cost of	Construction Fee				0	\$0.00			\$87,046.82	
25% Additional	Submittals Fee				0	\$0.00			\$0.00	
Re-Plat Fee			\$250.00		7	\$1,750.00			\$6,500.00	
Variance Request Fee			\$200.00		3	\$600.00			\$5,800.00	
OSSF Subdv. Review Fee			\$150.00		4	\$600.00			\$6,600.00	
OSSF Review Per Lot Fee			\$10.00		0	\$0.00			\$3,370.00	
Upgrade	Misc.		\$75.00		0	\$0.00			\$70.00	
No Fee Permit	State Fee(s) Only		\$10.00		0	\$0.00			\$10.00	
OSSF Process. Fee (Inspect. Rpts.)			\$5.00		633	\$3,165.00			\$37,350.00	
Overdue Report Fee			\$2.00		37	\$74.00			\$10,908.00	
Overdue OSSF Contract Fee			\$25.00		43	\$1,075.00			\$13,225.00	
NSF Check Fee			\$30.00		0	\$0.00			\$0.00	
2.50%	Credit Card	Fees	# of	Trans.	56	\$235.19			\$2,056.09	
Month End Final Calculations:						\$24,640.59			\$351,734.27	

Additional Information:

Permits Refunded	0	
Addresses Issued	18	

***Special Note: Any entry with the ** symbol requires a \$10.00 payment be made to the state for OSSF reasons.

	FY Comparison(s)	FY 2021/2022	FY 2020/2021	FY 2019/2020	FY 2018/2019	FY 2017/2018	FY 2016/2017
Total Income for Month - April 2023	\$ 24,640.59	\$ 29,375.06	\$ 42,164.39	\$ 22,081.78	\$ 37,690.30	\$ 24,408.94	\$ 15,990.91
Total FY 2022/2023 Income YTD (as of April)	\$ 351,734.27	\$ 309,511.67	\$ 265,435.60	\$ 201,576.53	\$ 155,891.92	\$ 147,413.77	\$ 118,143.35

Walker County
Employee Accident / Injury Report
Commissioners Court – May 22, 2023

Date of Injury	Dept	Name	Location of Accident	Lost time Start Date	Cause	Injury	Brief description
5/4/23	Jail		Pod J6	N/A	Altercation	Bite, left side of neck	Altercation while restraining an inmate



DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092

CLEAR FORM

Law Enforcement Support Office (LESO)
Application for Participation / Authorized Screeners Letter

(This form is for State/Local Law Enforcement Agencies (LEA) only)

*Indicates Required Fields

SECTION 1:

*Agency Name: Walker County Constable Precinct 4 Originating Agency Identifier (ORI) #: (if applicable) TX23606H1
*Agency Physical Address: 9360 SH-75 South *City: New Waverly
*State: Tx *Zip Code: 77358 *NCIC P.O. Box or Address (if different than above i.e., terminal location)
*Phone #: (936) 435-8028 *Email: Gbartee@co.walker.tx.us Note: Email is needed for automated system notifications.

Agency MUST have at least 1 full-time officer to participate in the program. Indicate the number of compensated officers with arrest and apprehension authority. Part-time field MUST be filled in: N/A, 0 or - is acceptable.

*Full-time: 5 *Part-time: 0

RTD Screener - RTD Screeners MUST be employed by the aforementioned LEA. Individuals identified below may request access to act as an authorized "RTD Screener" on behalf of this Law Enforcement Agency. Agency MUST have at least 1 RTD Screener. Enter "XXXXX" or "N/A" into all screener fields not used.

#	*Official Title / Rank	*First Name	*Last Name	*Email	*Phone Number	POC (Aircraft/Small Arms/Vehicle)
#1	Deputy	Mark	Moscinski	Mmoscinski@co.walker.tx.us	(936) 435-8024	Yes
#2	N/A	N/A	N/A	N/A		N/A
#3	N/A	N/A	N/A	N/A		N/A
#4	N/A	N/A	N/A	N/A		N/A
#5	N/A	N/A	N/A	N/A		N/A
#6	N/A	N/A	N/A	N/A		N/A
#7	N/A	N/A	N/A	N/A		N/A

SECTION 2:**RESERVED FOR LAW ENFORCEMENT AGENCY USE ONLY**

Law Enforcement Agency/Activity - The LESO Program defines this as a Governmental agency/activity whose primary function is the enforcement of applicable Federal, State and Local laws and whose compensated Law Enforcement officers have the powers of arrest and apprehension.

I certify that my agency meets the definition of a "Law Enforcement Agency/Activity" as described above. I certify that all information contained in this application is valid and accurate. I understand that I must provide my State Coordinator an application to update my agency participant information if the following information changes: a) Chief Law Enforcement Official (CLEO) changes, b) Agency physical address changes, c) RTD Screener additions/deletions, d) that my agency is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and e) that my agency has a signed copy of the SPO and any SPO Addendum(s) on file.

☒ I am signing this document as the CLEO of this law enforcement agency.

*(Check only one): ☐ In my official position or as Acting/Interim, I am authorized to sign documents on behalf of the CLEO for this agency. If checked, please provide appropriate documentation (i.e., current department policy, agency memorandum or other suitable documentation that provides such signature authority to the individual holding that official position).

By signing this application, I certify that my Agency will comply with U.S. Code 2576a for all controlled property, which states; With the authorization of the relevant local governing body or authority, that my agency has adopted publically available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies; and that it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property. I certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

Constable

*TITLE

Gene

*PRINTED FIRST NAME:

Bartee

*PRINTED LAST NAME:

Gbartee@co.walker.tx.us

*EMAIL

*SIGNATURE

*DATE

SECTION 3:**RESERVED FOR STATE COORDINATORS OFFICE USE ONLY**

By signing this application, I certify that as the State Coordinator/State Point of Contact, I have determined that: a) the agency meets the definition of a "Law Enforcement Agency/Activity" as described in Section 2, b) that all information contained in this application is valid and accurate, c) that the LEA is abiding by the current version of the LESO approved State Plan of Operation (SPO) and any SPO Addendum(s) and d) that the LEA has a signed copy of the SPO and any SPO Addendum(s) on file.

Michelle Farris

*PRINTED NAME FIRST & LAST

*SIGNATURE

*DATE

SECTION 4:**RESERVED FOR LESO USE ONLY**

NOTICE FOR DLA DISPOSITION SERVICES PERSONNEL: Regulatory guidance outlining Screener Identification and Authorization must be accomplished in accordance with DOD 4160.21-M, Volume 3, Enclosure 5, Section 3 (k). In accordance with the aforementioned reference, the LESO Program authorizes the individuals identified in Section 1 of this form to screen excess property at your facilities as authorized participants in the LESO Program. This authorized screener letter supersedes all previously issued screener letters for this Law Enforcement Agency/Activity and is valid only on or after the date signed by authorized LESO signatory. Only two individuals authorized to screen per visit; however, additional personnel may assist receiving material previously screened and approved for transfer.

*This agency is authorized to screen items via the LESO Program under authorized Agency DODAAC:

LESO Notes:

*Screener letter is valid one year from this date. Note: After one year from the LESO signatory date, the screener letter is no longer valid. LEAs may request a new screener letter through their SC/SPOC.

*SIGNATURE

State Plan of Operation (SPO) between:

The State of Texas and the

(State/United States Territory)

Walker County Precinct Four Constable's Office

Law Enforcement Agency (LEA)

1) PURPOSE This State Plan of Operation (SPO) is entered into between the State/United States (U.S.) Territory and Law Enforcement Agency (as identified above), to set forth the terms and conditions which will be binding on the parties with respect to Department of Defense (DoD) excess personal property conditionally transferred pursuant to 10 USC § 2576a, in order to promote the efficient, expeditious transfer of property and to ensure accountability of the same.

2) AUTHORITY The Secretary of Defense (SECDEF) is authorized by 10 USC § 2576a to transfer to Federal and State Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism, disaster-related emergency preparedness or border security activities, under such terms prescribed by the Secretary. The SECDEF has delegated program management authority to the DLA. The DLA Disp Svcs LESO administers the program in accordance with (IAW) 10 USC § 2576a, 10 USC § 280, DoDM 4160.21 and DLA 4140.11. The DLA defines "law enforcement activities" as activities performed by governmental agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension.

3) GENERAL TERMS AND CONDITIONS "DoD excess personal property" also known as "items", "equipment", "program property", or "property". "DLA Disposition Services Law Enforcement Support Office" also known as "1033 Program", "LESO Program", "the program", or "LESO". "State or U.S. Territory" also known as "the State", "State Coordinator (SC)", "State Point of Contact (SPOC)", or "SC/SPOC". "Law Enforcement Activities" also known as "agencies in law enforcement activities", "Law Enforcement Agency (LEA)", "program participant", or "State/LEA".

a) Property made available under this agreement is not for personal use and is for the use of authorized program participants only. All requests for property shall be based on bona fide law enforcement requirements. Authorized participants who receive property from the program will not loan, donate, or otherwise provide property to other groups or entities (i.e., public works, county garage, schools, etc.) that are not otherwise authorized to participate in the program. Property will not be obtained by program participants for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. To receive such property, on an annual basis the LEA shall certify that they have:

i) Obtained authorization of the relevant local governing body authority (i.e., city council, mayor, etc.).

ii) Adopted publicly available protocols for the appropriate use of controlled property, the supervision, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

iii) Annual training in place and provides it to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the U.S. and de-escalation of force.

b) All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property are the sole responsibility of the LEA. The LEA shall also be responsible to reimburse the U.S. Government (USG) for costs incurred in retrieving and/or repossessing property impermissibly transferred by the LEA to unauthorized participants.

c) The LEA will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft of property. Program participants shall implement controls to ensure property made available under this agreement is used for official law enforcement use only. The State/LEA shall take appropriate administrative and/or disciplinary action against individuals that violate provisions of the Memorandum of Agreement (MOA) between the Federal Government and the State/U.S. Territory and/or this SPO, including unauthorized use of property.

d) All property transferred to the LEA via the program is on an as-is, where-is basis.

e) LESO reserves the right to recall property issued to a LEA at any time.

f) General use of definitions/terms:

i) Demilitarization (DEMIL code)-a code assigned to DoD property that indicates the degree of required physical destruction, identifies items requiring specialized capabilities or procedures, and identifies items which do not require DEMIL but may require Trade Security Controls (TSC). Program participants are not authorized to conduct physical demilitarization of property.

ii) "Controlled property"-items with a DEMIL code of B, C, D, E, F, G, and Q (with an Integrity Code of "3"). Title and ownership of controlled property remains with the DoD in perpetuity and will not be relinquished to the LEA. When a LEA no longer has a legitimate law enforcement use for controlled property, they shall notify the LESO and the property will be transferred to another program participating LEA (via standard transfer process) or returned to DLA Disp Svcs for disposition.

iii) "Non-controlled" property"-items with a DEMIL code of A or Q (with an Integrity Code of "6"). These items are conditionally transferred to the LEA and will remain on LEA accountable inventory for one year from the ship date. However, after one year from the ship date, DLA will relinquish ownership and title for the property to the LEA without issuance of further documentation. During this one year period, the LEA remains responsible for the accountability and physical control of the property and the LESO retains the right to recall the property. Participants should return any property in this one year period that becomes excess to their needs or they otherwise determine is not serviceable.

(1) The LEA receives title and ownership of DEMIL "A" and "Q6" property as governmental entities. Title and ownership of this property does not pass from DoD to any private individual or LEA official in their private capacity. Such property shall be maintained and ultimately disposed of IAW provisions in State and local laws that govern public property.

(2) Sales/gifting of DEMIL "A" and "Q6" property after one year from the ship date inconsistent with State/local law may constitute grounds to deny future participation in the program.

(3) After one year from ship date, DEMIL "A" and "Q6" property may be transferred, cannibalized for usable parts, sold, donated, or scrapped.

(4) Once the property is no longer on the LEA accountable inventory, the property is no longer subject to the annual physical inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).

g) All physical transfers of property require LESO approval. Program participants will not physically transfer property until the LESO approval process is complete. Program participants may request their SC/SPOC approval to temporarily conditionally loan property to another program participant (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

h) The program may authorize digital signatures on required program documentation.

i) The LEA is not required to maintain insurance on controlled property, aircraft or other property with special handling requirements that remain titled to DoD. However, the LEA will be advised that if they elect to carry insurance and the insured property is on the program inventory at the time of loss or damage, the recipient will submit a check made payable to DLA for insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

4) STATE PLAN OF OPERATION The State shall:

a) Assist in training LEAs with enrollment, property requests, transfers, turn-ins, and disposal procedures,

b) Adhere to the requirements outlined in the MOA between the Federal Government and the State/U.S. Territory and ensure MOA amendments or modifications are incorporated into this SPO and program participants are notified and acknowledge responsibility to comply with changes.

c) Submit a SPO to LESO that shall address procedures for determining LEA eligibility, allocation, equitable distribution of property, accountability, inventory, training, and education, State-level internal PCRs, export control requirements, procedures for turn-in, transfer, and disposal and other responsibilities concerning property.

d) Enter into written agreement with each LEA, via the LESO-approved SPO, to ensure program participants acknowledge the terms, conditions, and limitations applicable to property. This SPO must be signed by the current Chief Law Enforcement Official (CLEO) (or designee), the Civilian Governing Body Official (CGB) (or designee) and the current SC/SPOC.

e) Provide program participants the following information:

i) The LESO Program State POCs:

State Coordinator (SC): Michelle Farris

State Point of Contact (SPOC): Rolando Ayala

State Point of Contact (SPOC): Laurie Patterson

State Point of Contact (SPOC): John Riddick

ii) SC/SPOC Facility Information:

Physical Mailing Address: 5805 N. Lamar Blvd Bldg G Austin, Texas 78752

Email: TxLESOProgram@dps.texas.gov

Phone Number: (512) 424-7590

Website: <https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program>

Hours of Operation: 7:00AM – 5:00PM (CST)

iii) Funding to administer the LESO Program at the State-level is provided via:

The Governor of the State of Texas has appointed the Texas Department of Public Safety to conduct

management and oversight of this program. All funding and staffing will be provided by the Texas Department of Public Safety.

- 5) PROPERTY ACCOUNTING SYSTEM** The State will maintain access to Federal Excess Property Management Information System (FEPMIS) (or current property accounting system), to ensure LEAs maintain property books, to include, but not limited to, transfers, turn-ins, and disposal requests from an LEA or to generate these requests at the State-level and forward all approvals to the LESO for action. The State will:
- a) Conduct quarterly reconciliations of State property records.
 - b) Ensure at least one person per LEA maintains access to the property accounting system. Users may be “active” or “inactive” in the system, so long as they are registered. Ensure registered users are employees of the LEA.
 - c) Ensure LEAs receive and account for property in the property accounting system within 30 days.
- 6) LESO WEBSITE** The State shall access the LESO website for timely and accurate guidance, information, and links concerning the program and ensure that all relevant information is passed to the program participants.

The LEA shall access the Texas LESO website at <https://www.dps.texas.gov/section/texas-leso-program/texas-leso-program>, for timely and accurate guidance, information, forms and links concerning the program.

7) ANNUAL TRAINING 10 USC § 280 provides that the SECDEF, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State (including law enforcement personnel of the political subdivisions of each State). Individuals who wish to attend are responsible for funding their own travel expenses. The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the DoD. The state shall provide program participants training material as discussed during the annual LESO training which includes information on property management best practices to include (but not limited to) searching for property, accounting for property on inventory, transfer and turn-in of property when it is no longer needed or serviceable.

8) ENROLLMENT The LESO shall establish and implement program eligibility criteria IAW 10 USC § 2576a, DLA Instructions and Manuals and this SPO and retains final approval/disapproval authority for application packages forwarded by the State. Non-governmental law enforcement entities such as private railroad police, private security, private academies, correctional departments, prisons, or security police at private schools/colleges are not eligible to participate. Fire departments (by definition) are not eligible to participate and should be referred to the DLA Fire Fighter program administered by USDA. Law enforcement agencies requesting program participation shall have at least one full-time compensated law enforcement officer. Program property may only be issued to full-time/part-time law enforcement officers. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/ academies may be authorized to participate in the program given their primary function is the training of bona fide State/local law enforcement officers. Law enforcement training facilities/academies will be reviewed on a case-by-case basis. The State shall:

- a) Validate the authenticity of LEAs that are applying for program participation. Only submit to the LESO those application packages that the SC/SPOC recommends/certifies are government agencies whose primary function is the enforcement of applicable federal, State, and local laws and whose compensated officers have the powers of arrest and apprehension. If the State forwards an unauthorized participant application package, this may result in a formal suspension of the State.
- b) Have sole discretion to disapprove LEA application packages in their State. The SC/SPOC should provide notification to the LESO when application packages are disapproved at the State-level.

c) Ensure that screeners listed in the application package are compensated employees of the LEA and are TCOLE certified peace officers. A screener may only screen property for two LEAs. Contractors may not conduct screening on behalf of a LEA.

d) Make recommendation on what constitutes a “full-time” or “part-time” law enforcement officer.

e) Ensure LEAs update their account information annually, or as needed. This may require the LEA to submit an updated application package. An updated application package shall be submitted for (but is not limited to) the following: a change in CLEO, the addition or removal of a screener, a change in the LEA physical address or contact information, etc.

f) Provide the LEA a comprehensive program overview once approved by the LESO for enrollment. The overview will be done within 90-days of a LEA being approved to participate.

The LEA shall:

a) Submit an updated application packet annually to the Texas SC/SPOC office no later than June 30. Any time there is a change in personnel, CLEO, contact information etc, the LEA shall submit an updated application packet within 30 days of the change.

b) Once approved for participation in the program, at least one of the LEA’s authorized screeners must attend a mandatory training class within (6) months and prior to approval of property requests. The class will be conducted free of charge to the LEA and will be held at a location determined by the Texas SC/SPOC office. Screeners who may have been previously employed by and screeners for other LEA’s, may still be required to attend training as the training qualifies the LEA, not the individual.

c) Upon completion of the mandatory training, at least one of the LEA’s authorized screeners (preferably the one who completed the training), must create an account in the current property accounting system and maintain said account for the duration of the LEAs participation in the program, regardless if the LEA ever receives property from the program.

d) Failure to complete all parts of the enrollment process listed above within (6) months of approval for participation, will result in the LEA being deactivated from the program. Once deactivated, an LEA may not apply for reactivation until the end of the following annual inventory cycle.

e) LEA transfer of responsibility of program property assigned to the LEA. A change in CLEO, due to any reason, will not relinquish responsibility from the LEA for properly maintaining accountability of any and all assigned program property. If the new CLEO does not wish for his/her agency to continue participation in the program, the CLEO will notify the Texas SC/SPOC office in writing that they wish to return all assigned property to their assigned Disposition Site and/or transfer it to another participating LEA and exit the program. The new CLEO remains responsible for any and all assigned property until it is officially transferred or returned and the LEA’s inventory is completely cleared.

9) PROPERTY ALLOCATION

a) The LESO shall:

i) Upon receipt of a SC/SPOC validated request for property through the RTD website, will review and give preference to requisitions indicating that the requested property will be used in the counter-drug, counter-terrorism, disaster-related emergency preparedness, or border security activities of the requesting LEA. Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference.

ii) Require additional justification for small arms, aircraft, ammunition, and vehicles and to the greatest

extent possible, ensure fair and equitable distribution of property based on current LEA inventory and justification for property.

iii) Reserve the right to determine and/or adjust allocation limits, to include the type, quantity and location of property allocated to the LEA. Generally, no more than one item (per part-time/full-time officer) will be allocated. Quantity exceptions may be granted by the LESO on a case-by-case basis based on the justification provided by the LEA. Currently, the following allocation limits apply:

- (1) Robots: one (of each type) for every ten officers (full-time/part-time).
- (2) High Mobility Multipurpose Wheeled Vehicle (HMMWV)/Up-Armored HMMWV (UAH): one vehicle for every three officers (full-time/part-time).
- (3) Mine Resistant Ambush Protected (MRAP) / Armored Vehicles: two vehicles per LEA.
- (4) Small arms: one (of each type) per officer (full-time/part-time).

(a) LESO may authorize over allocations of small arms in preparation for inevitable scenarios, i.e. training, equipment downtime (damage, routine maintenance, inspections) or other law enforcement needs. The chart below is the standard for small arms acceptable over-allocations:

Small Arms Acceptable Over-Allocations	
# of Officers	# by type
1-10	2 or less
11-25	3 or less
26-100	5 or less
101-299	8 or less
300 or more	10 or less

(b) In instances where small arm allocation amounts exceed the “acceptable over-allocation” levels, the LESO will coordinate with States to verify accuracy of the officer count. If small arm allocation is still beyond acceptable levels, LESO may authorize one of the following:
1) an exception to policy, 2) a transfer, or 3) a turn-in.

b) The State shall:

i) Assist the LEA in the use of electronic screening of property via the RTD website and shall access the RTD website a minimum of once daily (Monday-Friday) to review and process LEA requests for property. Property justifications shall be validated to ensure they meet the intent of 10 USC § 2576a as suitable for use by agencies in law enforcement activities. Prior to approving a request or transfer, review the LEAs property allocation report to prevent over allocation.

ii) Upon receipt of a valid LEA request for property, provide a recommendation to the LESO on the preference to be given to those requisitions for property that will be used in counter-drug, counter-terrorism, disaster-related emergency preparedness or border security activities of the recipient agency. Requests for vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. The State shall consider the fair and equitable distribution of property based on current LEA inventory and LEA justifications for property. The State shall ensure the type and quantity of property being requested by LEAs is reasonable and justifiable given the number of officers (full-time/part-time) and prior requisitions for similar items they have received (both controlled and non-controlled property). Generally, no more than one of any item per officer (full-time/part-time) will be allocated.

c) The LEA shall:

- i) Ensure that the individual who will be screening for property and submitting requests on behalf of the LEA, has completed the mandatory training and has a full understanding of the allocation limits, justification requirements and forms utilized for all requests.
- ii) Ensure that at least one person maintains access to and understands the use of the property accounting system as long as the LEA is an active participant in the LESO program.
- iii) Ensure that the individual responsible for managing the property accounting system, notifies the Texas SC/SPOC office of any property that is damaged upon receipt or is missing quantities that were requested, so that an immediate adjustment may be made prior to receipt being made in the property accounting system.

11) PROPERTY MANAGEMENT Certain controlled equipment shall have a documented chain of custody (i.e. an acceptable ECR), including a signature of the recipient. Controlled property requiring an ECR: small arms (including parts and accessories), aircraft, vehicles, optics, and robots. It is encouraged to utilize ECRs for all controlled property. LEAs may request cannibalization on aircraft or vehicles. Cannibalization requests shall be submitted to the State for review. Cannibalization must be approved by the LESO prior to any cannibalization actions. The cannibalized end item shall be returned to DLA Disp Svcs within the timeframes determined by the LESO.

a) Aircraft-Aircraft will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be reported to the LESO at the end of their useful life. All aircraft are considered controlled property, regardless of DEMIL code. Aircraft that are no longer needed or serviceable shall be reported to the General Services Administration (GSA) for final disposition by the LESO Program Aircraft Specialist.

b) Vehicles-Program participants that request vehicles used for disaster-related emergency preparedness, such as high-water rescue vehicles, should receive the highest preference. Vehicles will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and vehicles that are considered controlled property will be returned to DLA Disp Svcs at the end of their useful life. DLA Disp Svcs Field Activity/Site will identify qualifying DEMIL A or Q6 vehicles and may issue (upon LEA request) a Standard Form (SF) SF-97 to the LEA upon physical transfer of the vehicle. The LEA may modify the vehicle during the one year conditional transfer period.

c) Ammunition-LESO will support the U.S. Army (USA), in allocating ammunition to program participants. Ammunition obtained via the program will be for training use only. At the time of request, the LEA will certify in writing that the ammunition will be used for training use/purposes only. The USA will issue approved transfers directly to the LEA. The LEA is responsible for funding all packing, crating, handling, and shipping costs for ammunition. The LEA will make reimbursements directly to the USA. Ammunition will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained via the program shall not be sold. Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during PCRs. LESO shall track and maintain necessary records of ammunition that has been transferred to LEAs and will post all requests, approvals, and denials on the LESO public website.

d) Small arms:

- i) Small arms will not be obtained by LEAs for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and shall be returned to DLA Disp Svcs at the end of their useful life. Cannibalization of small arms is not authorized.

ii) Temporary modifications to small arms are authorized; permanent modifications to small arms are not authorized (i.e. drilling holes in the lower receiver of a small arm). In cases of temporary modifications, all parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposition is determined. If the modified small arm is transferred to another LEA, all parts will accompany the small arm to the receiving LEA.

iii) Small arms will be issued utilizing an acceptable ECR which obtains certain information about the property being issued to include (but is not limited to) the signature of the law enforcement officer who is accepting responsibility for the small arm(s), the serial number of the small arm, the date in which the law enforcement officer took possession of the small arm, etc.

iv) Small arms that are not carried on an officer's person or in the officer's immediate physical vicinity will be secured using "two levels of physical security". Two levels of physical security meaning two distinct lockable barriers, each specifically designed to render a small arm inaccessible and unusable to unauthorized persons. Lockable barriers meeting this description may be either manual or electronic.

v) Program participants no longer requiring program small arm(s) shall request authorization to transfer the small arm to another participating LEA or request authorization to turn-in/return the small arm. Transfers and turn-in requests shall receive final approval from the LESO; small arms will not physically move until the LESO provides official notification that the approval process is complete. When turning-in small arms to Anniston Army Depot, the LEA shall follow LESO turn-in guidance.

vi) Local destruction (DEMIL) of small arms is not authorized.

vii) Lost, Stolen or Destroyed (LSD) small arms:

(1) Program participants with multiple instances of LSD small arms in a five-year window will be assessed by DLA Disp Svcs to determine if a systemic problem exists IAW DLAI 4140.11.

(2) DLA OIG investigations may be initiated if small arms are improperly disposed of or become LSD while in program inventory. The LEA may be required to reimburse DLA the fair market value of the small arms when negligence, willful misconduct, or a violation of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO is confirmed at the conclusion of the Financial Liability Investigation of Property Loss (FLIPL).

(a) Reimbursement will be within 60-days of the completion of the FLIPL.

(b) Title will never transfer to the recipient regardless of the status of the small arm.

(c) Payments due to DLA Disp Svcs, based upon the findings of the FLIPL, may be paid by one of three methods: 1) credit card via pay.gov, 2) cashier/ business check, or 3) wire transfer.

(3) In instances of LSD small arm recovery, DoD retains title in perpetuity and the small arm shall be immediately relinquished/surrendered back to the program.

11) PROGRAM COMPLIANCE REVIEWS (PCR)

a) The LESO shall:

i) Conduct PCRs to ensure that the SC/SPOC, and all LEAs within a State are compliant with the terms and conditions of the program as required by 10 USC § 2576a, the MOA between the Federal Government and the State/U.S. Territory and/or this SPO and any DLA Instructions and manuals regarding the

program. PCRs are conducted to ensure property accountability, program compliance, and program eligibility.

ii) Conduct PCRs for participating States every 2 years, providing training to the State/LEA as needed.

iii) Reserve the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/LEA.

iv) Intend to physically inventory 100% of property selected for review at each LEA during a PCR. The use of ECRs in lieu of physical inspection is discouraged during PCRs. Extensive use of the ECR (without prior coordination with LESO) may result in a non-compliance finding during the PCR.

v) Intend to review as much property as possible during a PCR.

(1) The goal is to review 20% of a State's overall small arms inventory.

(2) The goal for inventory selections (at LEAs selected for review) is 15% of an LEAs general property to include non-controlled property (DEMIL code A and Q6).

vi) Select LEAs not visited during the last three regularly scheduled PCR cycles (as applicable).

vii) Recommend corrective actions (which may include suspending a State/LEA from program participation) for findings of non-compliance identified during a PCR.

(1) The LESO shall issue corrective actions (with suspense dates) to the State, which will identify what is needed to rectify the identified deficiencies within the State/LEA.

(2) If the State/LEA fails to correct identified deficiencies within the LESO suspense dates, the LESO may move to restrict, suspend, or terminate the State/LEA from program participation.

(3) States found non-compliant for a PCR will be suspended for a minimum of 60-days and will not be reinstated until the State successfully passes a LESO-conducted PCR.

viii) Ensure the State/LEA understand that property shall be transferred to a participating agency with SC/SPOC and LESO approval or returned to DLA Disp Svcs when no longer needed or serviceable.

b) The State shall:

i) Assist the LESO as required, prior to, during and upon completion of the PCR.

ii) Assist in the coordination of the PCR daily schedule of events and forward the schedule to LEAs that have been selected for review.

iii) Contact LEAs that have been selected for the PCR via phone, email or in person to ensure they are aware of the schedule and are prepared for the PCR.

iv) Receive inventory selections from the LESO and forward them to the selected LEAs. The State shall ensure the LEA physically gathers the selected property in a central location (to the greatest extent possible) which will allow the LESO to physically inventory the property efficiently during the PCR.

v) Coordinate the use of any ECR with the LESO prior to the PCR.

vi) Ensure LEAs understand property shall be transferred to a participating agency with SC and LESO approval or returned to DLA Disp Svcs when deemed no longer needed or serviceable.

vii) Conduct State-level (internal) PCRs of participating LEAs to ensure property accountability, program compliance and program eligibility utilizing a PCR checklist provided by the LESO, or equivalent (for uniformity purposes).

(1) Ensure a State-level (internal) PCR of at least 8% of LEAs with program inventory is completed annually (3% of which will be focused on program participants with no controlled property). Results of the State-level (internal) PCR will be kept on-file with the State. Documentation shall be provided to the LESO for each LEA that received a State-level PCR.

(2) The State-level (internal) PCR will include, at minimum:

(a) A review of the dually-signed SPO, ensuring it is uploaded to the property accounting system.

(b) A review of the LEA application package to confirm authenticity and eligibility of the LEA.

(c) An inventory of property selected for review at each LEA.

(d) A review of each selected LEA files for any of the following which may include turn-in/transfer DD Form 1348-1A, ECR, small arm documentation, FLIPL documents, exception to policy letters, approved cannibalization requests, or other pertinent documentation as required.

(3) Request that the LESO restrict, suspend or terminate an LEA based on findings during State-level internal PCR or due to non-compliance with terms of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

(4) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to a LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may suspend or terminate a LEA participation in the program at any time for non-compliance.

c) The LEA shall:

i) Agree to comply with all requests and requirements pertaining to both a LESO PCR and an internal State PCR, including, but not limited to the following:

1) Ensuring all program property and files that are requested to be seen by either the LESO or SC/SPOC, are available on the date/time selected.

2) Ensuring all program property is laid out in an orderly fashion and easily accessible by the LESO or SC/SPOC.

3) Coordinate the use of any ECR with the LESO or SC/SPOC, prior to the PCR.

4) Notify the SC/SPOC, prior to the PCR, of any LSD property, so that adjustments may be made.

5) Notify the SC/SPOC, prior to the PCR, of any property that will need to be seen at multiple locations, so that accommodations may be made ahead of the PCR date/time.

13) ANNUAL PHYSICAL INVENTORY Each State/LEA is required to conduct an annual physical inventory of all property on the active property book and provide certification in the property accounting system. DEMIL "A" and "Q6" property records will not be closed during the annual physical inventory period. In the State of Texas, the annual physical inventory and certification in the property accounting system process starts on July 1st and must be completed by August 31st. The State shall:

- a) Provide training to LEAs to properly conduct the annual physical inventory and complete the certification of property in the property accounting system.
- b) Ensure an approved and current SPO is uploaded in the property accounting system for each LEA.
- c) Validate the annual physical inventory certifications submitted by LEAs.
- d) Adhere to annual physical inventory certification requirements as identified by the LESO. Physical inventories and certification statements will be maintained on file IAW the DLA records schedule.
- e) Annually certify property is utilized and is within allocation limits IAW the MOA between the Federal Government and the State/U.S. Territory and this SPO .
- f) Recommend suspension of program participants who fail to complete or submit the certified annual physical inventory.

The LEA shall:

- a) Ensure a physical, hands-on inventory of all assigned LESO property is conducted annually prior to certifying it in the electronic property accounting system.
- b) Annually certify property is utilized and is within allocation limits IAW the SPO between the State of Texas and the participating LEA.
- c) Not certify any property that is found to be LSD and will notify the SC/SPOC office immediately.
- d) Complete the electronic certification of all assigned inventory on or before August 31st of every year.

13) REPORTING LOST, STOLEN, OR DESTROYED (LSD) PROPERTY Any property identified as LSD on a LEA current inventory, shall be reported to the State/LESO. A FLIPL (aka the DD Form 200) shall be submitted to the State/LESO for LSD property. Program participants agree to cooperate with investigations into LSD property by any federal, state, or local investigative body and, when requested, assist with recovery of LSD property.

- a) LSD controlled property shall be reported to the State/LESO within 24-hours. Program participants may be required to provide their SC/SPOC additional documentation which may include (but is not limited to):
1) Comprehensive police report, 2) NCIC report/entry, and 3) Contact information for the Civilian Governing Body (CGB) over the LEA involved, to include: Title, Name, Email, and mailing address.
- b) LSD property with a DEMIL code of "A" and "Q6" shall be reported to the State/LESO within 7-days.

14) RESTRICTION, SUSPENSION OR TERMINATION Program participants are required to abide by the terms and conditions of this SPO in order to maintain active program participation status. If a LEA fails to comply with any term or condition of the SPO, DLA Instruction or Manual, federal statute or regulation, the LEA may be suspended, terminated, or placed on restricted status. Restriction, suspension, or termination notifications will

be in writing and will identify remedial measures required for reinstatement (if applicable). *Suspension*-A specified period in which an entire LEA is prohibited from requesting or receiving additional property through the program. Additional requirements may be implemented, to include the LEA requirement to return specifically identified controlled property. Suspensions will be for a minimum of 60-days. *Termination*-The removal of a LEA from program participation. The terminated LEA shall transfer or turn-in all controlled property previously received through the program at the expense of the LEA involved. *Restricted Status*-A specified period in which a LEA is restricted from receiving an item or commodity due to isolated issues with the identified item or commodity. Restricted status may also include restricting a LEA from all controlled property.

a) State termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

b) LEA termination-The SC/SPOC will coordinate with LESO to identify a realistic timeframe to complete the transfer or turn-in of all property. The LESO retains final authority to determine timeframe requirements.

c) In the event of a termination, the LEA will make every attempt to transfer the property of the terminated LEA to an authorized LEA, as applicable, prior to requesting a turn-in of the property to DLA Disp Svcs. In cases that require a repossession or turn-in of property, the LEA will bear all expenses related to the repossession, turn-in or transfer of property to DLA Disp Svcs.

d) The State shall:

i) Suspend LEAs for a minimum of 60-days in all situations relating to the suspected or actual abuse of property or requirements and/or repeated non-compliance related to the terms and conditions of this SPO. Suspension may lead to termination. The State shall also issue corrective action guidance to the LEA with suspense dates to rectify issues and/or discrepancies that caused the restriction, suspension, or termination. The State shall require the LEA to submit results on completed police investigations and/or reports on LSD property to include the LEA CAP. The LESO retains final discretion on reinstatement requests. Reinstatement to full participation from a restriction, suspension or termination is not automatic.

ii) Initiate corrective action to rectify suspensions or terminations of the LEA for non-compliance to the terms and conditions of the program. The State shall also make contact (until resolved) with suspended LEAs to ensure corrective actions are rectified within required timeframes provided by the LESO.

iii) Require the LEA to complete and submit results on completed police investigations or reports regarding LSD property. The State will submit all documentation to LESO upon receipt.

iv) Provide documentation to LESO when actionable items are rectified for the LEA.

v) Request that the LESO suspend or terminate an LEA based upon their findings during State-level internal PCR or due to non-compliance with any term of this SPO, DLA Instruction/Manual or any statute or regulation regarding the program.

vi) Notify the LESO and initiate an investigation into any questionable activity or action involving property issued to an LEA that comes to the attention of the State and is otherwise within the authority of the Governor/State to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on restriction, suspension, or termination of the LEA to the LESO. The SC may revoke or terminate concurrence for LEA participation in the program at any time.

vii) Provide written request to the LESO for reinstatement of an LEA for full participation status at the conclusion of a restriction or suspension period. Written verification shall be provided that the SC/SPOC has validated the LEA CAP.

15) RECORDS MANAGEMENT The LESO, SC/SPOC, and LEAs participating in the program will maintain program records IAW the DLA records schedule. Records for property acquired through the program have retention controls based on the DEMIL code. Property records will be filed, retained, and destroyed IAW DLA records schedule. Records may include, but are not limited to: DD Form 1348-1A for transfers, turn-ins, requisitions, Bureau of Alcohol, Tobacco, Firearms and Explosives (BATFE) Forms 5 and 10.

16) TRADE SECURITY CONTROL (TSC) and COMPLIANCE WITH EXPORT CONTROL REGULATIONS Items transferred to program participants, including DEMIL A and Q (with an Integrity Code of 6) property, may be subject to export control restrictions. Program participants shall comply with U.S. export control laws and regulations if they contemplate further transfers of any property. Once title transfers, LEAs should consult with the Department of State (DoS) and Department of Commerce (DoC) export control regulators about the type of export controls that may apply to items, regardless of DEMIL code. Program participants may request a formal Commodity Classification from the DoC, Bureau of Industry and Security (BIS), or submit a general correspondence request to the DoS, Directorate of Defense Trade Controls. Information on managing exports of CCL items can be found at the U.S. DoC Bureau of Industry and Security website. Program participants shall notify all subsequent purchasers or transferees, in writing, of their responsibility to comply with U.S. export control laws and regulations.

17) NOTICES Any notices, communications, or correspondence related to this SPO shall be provided by email, the U.S. Postal Service (USPS), express service, or facsimile to the appropriate DLA office. The LESO may (from time to time) make unilateral modifications or amendments to the provisions of the MOA between the Federal Government and the State/U.S. Territory and/or this SPO. Notice of these changes will be provided to the State in writing. Unless the State takes immediate action to terminate the MOA between the Federal Government and the State/U.S. Territory and/or this SPO, such modifications or amendments will become binding. In such cases, reasonable opportunity will (insofar as practicable) be afforded the LEA to conform to changes affecting their operations.

18) ANTI-DISCRIMINATION By signing or accepting property, the LEA pledges agreement to comply with provisions of the national policies prohibiting discrimination: 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DoD regulations 32 CR Part 195, 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90 and 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice (DoJ) regulations in 28 CFR Part 41 and DoD regulations at 32 CFR Part 56. These elements are the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DoD.

19) INDEMNIFICATION CLAUSE The LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the program. Self-insurance by the LEA is considered acceptable. The USG assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the program. It is recognized that State and local law generally limit or preclude the LEA from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the LEA shall indemnify and hold the USG harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including States, local and interstate bodies, in any manner caused by or contributed to by the LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the LEA, its agents, servants, or employees after the property has been removed from USG control.

20) TERMINATION This SPO may be terminated by either party, provided the other party receives a thirty (30) day notice (in writing) or as otherwise stipulated by Public Law. The undersigned SC, CLEO and CGB hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

21) AGREEMENT OF PARTIES The parties below agree to enter this agreement as of the last date below:

Governor-appointed SC/SPOC, State of Texas:

Full Name (Print): Michelle Farris

Signature (Sign): _____ Date (MM/DD/YYYY): _____

Chief Law Enforcement Official (CLEO) (or designee):

Title (Print): Constable

Full Name (Print): Gene Bartee

Signature (Sign): Gene Bartee Date (MM/DD/YYYY): 05/11/2023

Civilian Governing Body Official (CGB) (or designee):

Title (Print): County Judge

Full Name (Print): Colt Christian

Signature (Sign): _____ Date (MM/DD/YYYY): _____



**DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092**

GPL

August 15, 2022

**MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM
PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)**

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

1) ROLES AND RESPONSIBILITIES The State Shall:

- a) Ensure each LESO Program participating Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee), the Civilian Governing Body (CGB), and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).
- b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive "controlled" property as defined within this addendum.

2) MODIFICATION TO DEFINITION OF "CONTROLLED" PROPERTY This SPO Addendum adds the below items to the "controlled" property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of "controlled" items in their annual equipment list review. Provisions within the 2021 MOA applicable to "controlled" property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the "controlled" property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as "controlled" property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEWG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

- a) *Manned Aircraft, Fixed Wing:* Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).
- b) *Manned Aircraft Rotary Wing:* Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).

d) *Armored Vehicles, Wheeled*: Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).

e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

f) *Command and Control Vehicles*: Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).

g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).

h) *Explosives and Pyrotechnics*: Includes “flash bangs” as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).

i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).

j) *Riot/Crowd Control Batons*: Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or “stun” capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets*: Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields*: Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES EO 14074 lists the below items as "prohibited" for issue under the LESO Program; however identifies specific authorized uses for these "prohibited" items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as "controlled" property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application*- Participating LEAs in the State of Texas, are not authorized to acquire LRAD devices. All requests for these devices, will be denied.

b) *Vehicles that do not have commercial application*- This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with "commercial application" as items with a DEMIL Code of "A" or DEMIL "Q" (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses*- EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEA's signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief must return vehicle(s) to DLA Disposition Services.

4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) Ensure that prior to requesting/acquiring any controlled property, the LEAs:

i) Provide written or electronic notification to the local community of its intent to request controlled property. The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow “reasonable opportunity to review” (normally 30-days). The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. Requests for controlled property must comport with all applicable approval requirements of the CGB.

(1) The above requirement includes elected Sheriff’s who also shall notify their CGB or city or county government within their jurisdiction.

(2) In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General’s Office on whether CGBs are authorized by state law to deny the request.

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as “Campus Police” or “Campus LEAs” must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the “reasonable opportunity to review” (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

5) REGIONAL SHARING AGREEMENTS LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements.

a) Participating LEAs in the State of Texas, are not authorized to share or loan any assigned LESO program property to any other LEA, regardless of if they are part of an internal regional sharing agreement with the participating LEA.

6) POLICIES/PROCEDURES LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) *Community Policing*- LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing*- LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact*- LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property*- LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use*- LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation*- LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability*- LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice*- LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of “significant incidents” (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) Must adopt and comply with record-keeping requirements for controlled property.

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) *Record-Keeping Requirement*- LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

7) TRAINING LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

8) DOCUMENTATION REQUIRED FOR “SIGNIFICANT INCIDENTS” LEAs must collect and retain the information (described below) when any law enforcement activity involves a “Significant Incident” which requires (or results in) the use of controlled property on the LEAs inventory. A “Significant Incident” is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) Collect and retain documentation for controlled property used in a “Significant Incident” for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) No new report or format is required for "Significant Incident" reports so long as information is easily accessible and organized. The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

- i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.
- ii) Description of the LEA action/operation involving the controlled property.
- iii) Identification of LEA personnel who used and directed the use of the controlled property.
- iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).
- v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

9) ANNUAL CERTIFICATIONS By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

- a) Certify they have authorization from their CGB to participate in the LESO Program.
- b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.
 - i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.
 - ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.
- c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.
- d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements).
- e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.
- f) Certify that LRAD devices are not authorized to be acquired by any participating LEAs in the State of Texas.

- g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.
- h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.
- i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.
- j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.
- k) Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed. (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).
- l) Certify they are compliant with LESO Program allocation limits. (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).
- m) Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.
- n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.
- o) *Program participants who are part of a regional sharing agreement (as described in Section 5)*, must also certify that the State of Texas does not authorize participating LEAs to share or loan any LESO assigned property to any other LEA, regardless of if they are part of an internal regional sharing agreement with the participating LEA.

10) SAVINGS CLAUSE/INTERPRETATION Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

11) AGREEMENTS OF PARTIES By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of Texas

Title (Print): Chief, Crime Records Division, Texas Dept of Public Safety

Name (Print): Michelle Farris

Signature (Sign):  Date (MM/DD/YYYY): 10/4/2022

Law Enforcement Agency Name: Walker County Precinct Four Constable's Office

Chief Law Enforcement Official (CLEO) Title (Print): Constable

Name (Print): Gene Bartee

Signature (Sign):  Date (MM/DD/YYYY): 05/11/2023

Civilian Governing Body (CGB) Title (Print): County Judge

Name (Print): Colt Christian

Signature (Sign): _____ Date (MM/DD/YYYY): _____

AN ORDER OF THE COMMISSIONERS COURT OF WALKER COUNTY, TEXAS, AMENDING THE OPERATING AND PROJECTS BUDGET FOR WALKER COUNTY, TEXAS, FOR THE PERIOD OCTOBER 1, 2022 THROUGH SEPTEMBER 30, 2023; AND PROVIDING FOR AN EFFECTIVE DATE HEREOF.

WHEREAS, Commissioners Court, after final adoption of the budget, may spend county funds only in strict compliance with the budget, except in an emergency. [Texas Local Government Code § 111.010(b)], and

WHEREAS, Commissioners Court by order may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure. [Texas Local Government Code § 111.010(d)], and

WHEREAS, Capital Projects, proceeds from debt issue and other projects and equipment replacements funded in prior budgets for the Project Fund or Capital Project Fund remain allocated until completion of the project,

WHEREAS, Special budgets for grants or aid money received by the county that are not included in this budget certified to the Commissioners Court by the County Auditor can have a special budget adopted for the limited purpose of spending the grant or aid money for its intended purpose. [Texas Local Government Code § 111.0106].

WHEREAS, Money received from intergovernmental contracts that is available for the fiscal year but not included in this budget certified to the Commissioners Court by the County Auditor can have a special budget adopted for the limited purpose of spending the revenue from intergovernmental contracts for its intended purpose. [Texas Local Government Code § 111.0107].

WHEREAS, Special budgets for revenue received after the start of the fiscal year that are not included in this budget certified to the Commissioners Court by the County Auditor can have a special budget adopted for the limited purpose of spending the revenues for general purposes or its intended purposes. [Texas Local Government Code § 111.0108].

WHEREAS, Changes in the budget may be made for county purposes [Texas Local Government Code § 111.011].

WHEREAS, the Commissioners Court now makes changes to the budget as listed on Exhibit A that it considers warranted by law or in the best interest of the county taxpayers;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED BY THE COMMISSIONERS COURT OF WALKER COUNTY, TEXAS, that:

SECTION 1: Commissioners Court amends the budget for Walker County Texas for the period October 1, 2022, through September 30, 2023.

SECTION 2: This order shall take effect immediately after its passage.

PASSED AND APPROVED on this the 22nd day of May, 2023

WALKER COUNTY TEXAS

Colt Christian, County Judge

Danny Kuykendall, Commissioner Precinct 1

Ronnie White, Commissioner Precinct 2

Bill Dauge, Commissioner Precinct 3

Brandon Decker, Commissioner Precinct 4

Approved as to form:

William W. Durham, Walker County District Attorney



Budget Amendment
Presented to Commissioners Court May 22, 2023

Order 2023-78 Amending 2022-2023 Budget Under the Local Government Code Section 111.010(d) and 111.0108

Exhibit A

Amendment #6

	Budget Before Amendment	Amount of Amendment	Budget After Amendment	Explanation
Revenues				
General Fund Contingency	\$ 134,642	\$ (28,729)	\$ 105,913	County Facilities Gas Utility \$ 7,200, Litter Control Vehicle Repairs \$ 2,000, County Jail Travel \$ 5,700, County Jail Copier \$ 2,800, County Jail Gas Utility \$11,029
Special General Fund Contingency	\$ 500,000	\$ (440,000)	\$ 60,000	Criminal District Attorney Expert Witnesses \$ 15,000, Sheriff Fuel \$ 80,000, County Facilities Fuel \$ 2,100, Constable Pct 2 Fuel \$ 500, County Jail Fuel \$ 7,400 & Overtime \$ 200,000, Jail Food \$ 35,000, Courts Central Costs Attorneys \$ 100,000
County Facilities				
Operations	\$ 1,028,833	\$ 9,300	\$ 1,038,133	Transfer from Contingency - Gas Utility \$ 7,200, Transfer from Special GF Contingency - Fuel \$ 2,100
Central Court Costs				
Operations	\$ 292,831	\$ (30,000)	\$ 262,831	Transfer from Special GF Contingency \$100,000 & Transfer to individual Courtsof \$130,000 for Attorney Fees
County Court at Law				
Operations	\$ 253,544	\$ 10,000	\$ 263,544	From Courts - Central Costs Attorneys
12th District Court				
Operations	\$ 158,801	\$ 60,000	\$ 218,801	From Courts - Central Costs Attorneys
278th District Court				
Operations	\$ 158,968	\$ 60,000	\$ 218,968	From Courts - Central Costs Attorneys
Criminal District Attorney				
Operations	\$ 74,725	\$ 15,000	\$ 89,725	Transfer from Special GF Contingency - Expert Witnesses
Sheriff				
Federal Funds	\$ -	\$ 11,012	\$ 11,012	HIDTA Grant Funds
Operations	\$ 338,069	\$ 91,012	\$ 429,081	HIDTA Grant Funds \$ 11,012, Transfer from Special GF Contingency - Fuel \$ 80,000
Constable Precinct 2				
Operations	\$ 14,079	\$ 500	\$ 14,579	Transfer from Special GF Contingency - Fuel
Constable Precinct 4				
Grant Revenue	\$ -	\$ 29,280	\$ 29,280	Grant Received NRA \$ 4,424 & Ballistic Shield Grant \$ 24,856
Operations	\$ 46,812	\$ 29,280	\$ 76,092	"
Emergency Operations				
State Grant	\$ -	\$ 95,731	\$ 95,731	TCEQ Grant for Air Monitors VFDs
Capital Grant Expenditures	\$ -	\$ 95,731	\$ 95,731	"
County Jail				
Salaries/Other Pay/Benefits	\$ 2,959,935	\$ 200,000	\$ 3,159,935	Transfer from Special GF Contingency for Overtime
Operations	\$ 728,109	\$ 61,929	\$ 790,038	Transfer from Special GF Contingency Fuel \$ 7,400, Jail Food \$ 35,000, Transfer from Contingency Travel & Lodging \$ 5,700, Copier \$ 2,800, Gas Utility \$ 11,029
Litter Control				
Operations	\$ 46,476	\$ 2,000	\$ 48,476	Transfer from Contingency - Vehicle Repairs
Road and Bridge Precinct 2				
Other Revenue	\$ -	\$ 1,219	\$ 1,219	Reimbursement WCAD Road Repair
Operations	\$ 2,130,542	\$ 1,219	\$ 2,131,761	"

**Road and Bridge Precinct 3**

Grant Revenues	\$	-	\$	203,212	\$	203,212	GLO Reimbursement for Labor and Equipment for in-house projects
Operations	\$	1,486,880	\$	203,212	\$	1,690,092	"

Road and Bridge Precinct4

Grant Revenues	\$	-	\$	101,053	\$	101,053	GLO Reimbursement for Labor and Equipment for in-house projects
Operations	\$	1,291,682	\$	101,053	\$	1,392,735	"

EMS Fund

Contingency Operations	\$	346,495	\$	(29,400)	\$	317,095	Transfer to Uniforms \$ 5,000, Insurance & Bonds \$ 3,200, Electricity \$ 1,400 & Gas Utility \$ 800, Fuel \$ 19,000
Operations	\$	890,478	\$	29,400	\$	919,878	From EMS Contingency Operations

Elections Equipment Fund

Intergovernmental Funds	\$	43,000	\$	18,450	\$	61,450	Local & State Election Cost Reimbursed
Operations	\$	45,545	\$	18,450	\$	63,995	"



Projects Budgets

Transfer from General Fund	\$	643,582	\$	-	\$	643,582
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Projects Budgets

105.77481.19990-Strategic Plan	\$	50,000	\$	-	\$	50,000
105.79011.19990-Salary Study	\$	19,750	\$	-	\$	19,750
105.79110.19990-IT Projects	\$	499,900	\$	-	\$	499,900
105.79201.19990-Software & Gov Cloud	\$	75,000	\$	-	\$	75,000
105.79205.19990-Document Management Project	\$	45,000	\$	-	\$	45,000
105.79206.19990-NCIC Technology Project	\$	65,000	\$	-	\$	65,000
105.79207.19990-Jury Software	\$	51,182	\$	-	\$	51,182
105.79208.19990-IT-Courthouse Security System Maintenan	\$	11,610	\$	-	\$	11,610
105.79516.19990-CourtHouse Improvements	\$	30,000	\$	-	\$	30,000
105.79802.19990-Elections-Chairs	\$	4,255	\$	-	\$	4,255
105.79990.19990-Project Contingency	\$	932,517	\$	180,864	\$	1,113,381
105.80103.19990-Copier Replacement	\$	145,686	\$	-	\$	145,686
105.79202.29990-Financial System Upgrade	\$	200,749	\$	-	\$	200,749
105.79203.29990-Payroll System	\$	102,526	\$	-	\$	102,526
105.79403.39990-Furniture 12th Judicial	\$	4,718	\$	-	\$	4,718
105.77090.49990-Walker County Dispatch	\$	1,000,000	\$	-	\$	1,000,000
105.77111.49990-ESD 2	\$	236,724	\$	-	\$	236,724
105.77112.49990-ESD 3	\$	165,639	\$	-	\$	165,639
105.79910.49990-EMS Equipment	\$	36,909	\$	-	\$	36,909
105.79911.49990-Emergency Management Projects	\$	61,517	\$	-	\$	61,517
105.79912.49990-Public Safety Projects	\$	2,083	\$	-	\$	2,083
105.80906.4990 SO Capital Equipment	\$	68,492	\$	-	\$	68,492
105.80904.49990-Vehicles/Upfits	\$	424,293	\$	-	\$	424,293
105.80905.49990-Ambulance Purchase	\$	-	\$	-	\$	-
105.79300.59990-County Jail	\$	15,134	\$	-	\$	15,134
105.80109.59990-Security at Jail	\$	180,864	\$	(180,864)	\$	-
105.77405.69990-HMH Contract	\$	364,000	\$	-	\$	364,000
105.77451.69990-Boys Girls Adult Training	\$	203,800	\$	-	\$	203,800
105.77452.69990-A Time to Read Contract	\$	9,999	\$	-	\$	9,999
105.77471.69990-Veterans Center Contract	\$	5,776	\$	-	\$	5,776
105.77473.69990-Walker SUD Contract	\$	75,000	\$	-	\$	75,000
105.77474.69990-Riverside SUD Contract	\$	75,000	\$	-	\$	75,000
105.77475.69990-Phelps SUD Contract	\$	75,000	\$	-	\$	75,000
105.77476.69990-Good Shepard Mission Contract	\$	18,435	\$	-	\$	18,435
105.77478.69990-Senior Center Contract	\$	84,800	\$	-	\$	84,800
105.77479.69990-Walker SUD Contract	\$	58,361	\$	-	\$	58,361
105.79120.69990-GIS Project	\$	10,216	\$	-	\$	10,216
105.79602.69990-Nuisance Abatement Project	\$	13,000	\$	-	\$	13,000
105.77472.79990-Samuel Walker Museum/Cultural Center C	\$	40,733	\$	-	\$	40,733
105.79503.19990-County Facility Projects	\$	-	\$	-	\$	-
Not designated Facilities Projects	\$	358,035	\$	-	\$	358,035
Replacing/adding cameras at Storm She	\$	26,000	\$	-	\$	26,000
Windows at Annex	\$	86,550	\$	-	\$	86,550
Senior Center Roof	\$	90,000	\$	-	\$	90,000
Purchasing Suite Flooring	\$	8,081	\$	-	\$	8,081
Sheriff IT Room A/C	\$	3,000	\$	-	\$	3,000
Voter Registration office suite flooring	\$	8,826	\$	-	\$	8,826
Vehicle Registration office suite flooring	\$	17,840	\$	-	\$	17,840
Treasurer office suite flooring	\$	27,460	\$	-	\$	27,460
105.79915.59990-County Jail Plumbing Project	\$	120,000	\$	-	\$	120,000
105.85013.59990-HVAC Capital Jail	\$	59,944	\$	-	\$	59,944
105.79999.19990-Future Building	\$	50,000	\$	-	\$	50,000
105.80113.19990-Tam Road Parking Lot	\$	150,000	\$	-	\$	150,000
105.80114.19990-Senior Center Parking Lot	\$	250,000	\$	-	\$	250,000
105.79013.49990-HMPG Generator Grant	\$	205,848	\$	-	\$	205,848
105.79510.49990-Weigh Station Project	\$	11,400	\$	-	\$	11,400
Total Projects Budget	\$	6,936,652	\$	-	\$	6,936,652

Project completed within ARP Funds



ARP Allocation and Spending Plan	Allocated to date	Amended Needed	Total	
119.78102.18119 ARP Funds Administration - Gra	\$ 258,185		\$ 258,185	
119.80106.48119 Storm Shelter Chiller	\$ 120,416	\$ -	\$ 120,416	
119.80107.48119 Law enforcement mobile device	\$ 158,781	\$ -	\$ 158,781	
119.77400.69940 Contract-Tri-County Behavioral	\$ 686,190	\$ -	\$ 686,190	
119.80109.19990 Security at County Jail Facility	\$ 1,118,947	\$ (1,750)	\$ 1,117,197	Modification to Allocation to move to Public Safety Safety designation
119.80112.19990 Security at Court House	\$ 52,408	\$ -	\$ 52,408	
119.80108.48119 (3) Ambulances & Equipment	\$ 820,285	\$ -	\$ 820,285	
119.80108.48119 EMS Equipment Radios	\$ 48,755	\$ (48,755)	\$ -	Modification to Allocation to move to Public Safety Safety designation
119.80116.48119 Public Safety Equip/Radios	\$ -	\$ 55,505	\$ 55,505	Allocation for Public Safety Safety for radios and equipment
119.80108.48119 EMS Equipment Capital	\$ 371,430	\$ -	\$ 371,430	
119.80108.48119 Lucas Chest Compression Devic	\$ 138,282	\$ -	\$ 138,282	
119.80108.48119 EMS Ventilators(8)	\$ 128,423	\$ -	\$ 128,423	
119.80108.48119 EMS Equipment	\$ 66,336	\$ -	\$ 66,336	
119.78110.48119 Electronic citation devices	\$ 172,523	\$ -	\$ 172,523	
119.80111.48119 Expansion/Improvement -OEM	\$ 32,800	\$ (5,000)	\$ 27,800	
Operations Public Safety Salaries	\$ 10,000,000	\$ -	\$ 10,000,000	
	\$ 14,173,761	\$ -	\$ 14,173,761	
Grants and Contracts				
615-CSCD Adult Basic Supervision	\$ 1,498,932	\$ 26,823	\$ 1,525,755	Amendment to Original Grant State Approved
616-CSCD Court Services	\$ 187,609	\$ (186)	\$ 187,423	Amendment to Original Grant State Approved
617-CSCD Substance Abuse Services	\$ 116,686	\$ 9,776	\$ 126,462	Amendment to Original Grant State Approved
618-CSCD Pretrial Diversion	\$ 35,950	\$ 2,385	\$ 38,335	Amendment to Original Grant State Approved
641-Juvenile State Aid Fund	\$ -	\$ -	\$ -	Amendment to Original Grant State Approved

Having trouble viewing this email? [View it as a webpage.](#)



TCEQ will be opening a new, all-electric TxVEMP grant round this summer

The TCEQ will be opening a new Texas Volkswagen Environmental Mitigation Program (TxVEMP) grant round this summer with an estimated \$88 million in funding available to upgrade or replace vehicles and equipment operating in eligible areas with new electric models. Some entities may qualify to receive up to 100% reimbursement of the cost to adopt all-electric vehicles and equipment.

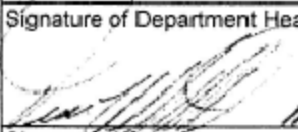

Although the program is not currently accepting applications, we encourage you to start preparing for this opportunity by considering the potential benefits of all-electric vehicles and equipment.

We will provide more updates as soon as they become available. If you have not already done so, we encourage you to sign up for TxVEMP updates [here](#).

SO# 1187

Asset Change/Transfer

This form is used to transfer assets between Departments or Purchasing Agent for Auction or Disposal

Date of transfer: <u>5/11/2023</u>	Cost: _____
Department transferring from: <u>Sheriff Office</u>	FAS ID#: <u>12629</u> Unit #1187
Department transferring to: <u>Pct #4 Commissioner</u>	
Make: <u>2017 Chevrolet</u>	Location of Asset <u>Sheriff's Office</u>
Model: <u>Tahoe</u>	Serial #:
Condition at transfer date	
Fair / Transmission not working	
Additional Information	
■	
Signature of Department Head transferring asset  Signature	Department Head Reciving Asset Acceptance of Responsibility for Asset  Signature
<u>MAY 11, 2023</u> Date	<u>5-11-23</u> Date
If this item is being transferred to the Purchasing Agent for Auction or Disposal, the Purchasing Agent must sign this form to relieve the Department Head of responsibility for the assets.	
For Purchasing Agent Use	
Posted to Asset System By:	
Signature _____ Date _____	
For Use by Auditors Office	Date Received from Purchasing _____
	Asset File Reviewed _____
	FAS system Reviewed _____

Retain a copy signed by the purchasing agent or receiving department for your records!



May 3, 2023

Ms. Elizabeth Jan
12th and 278th Judicial District CSCD
1100 University Ave
Huntsville, TX 77340-4639

Re: 12th and 278th Judicial District CSCD – Property Renewal

Dear Ms. Jan :

Thank you for choosing the Texas Association of Counties Risk Management Pool (TAC RMP) for your property coverage needs. TAC RMP strives to provide its Members the most comprehensive coverages and risk solutions available. We appreciate your continued trust and dedication to the Pool. Our understanding of our Members 'challenges is an important detail when it comes to the Pool delivering effective coverage protection.

Please find enclosed your TAC RMP Property coverage renewal and invoice for 2023.

The TAC RMP Board of Directors approved the following Property coverage updates effective July 1, 2023:

- **Limits of Liability coverage extensions table:**
 - Contingent Business Interruption/Extra Expense- changed to Contingent Business Income and Extra Expense. This aligns with use of Business Income and Extra Expense in the Time Element Section. The term interruption is not defined, and this adds clarity.
- **Section A- Coverage Agreement and Covered Property, Subsection 8. Deductibles:**
 - A. Named Storm: Tier One Counties deductible changed from 2% to 3%.
 - C. Severe Convective Storm: added language for a separate coverage deductible for the peril of Severe Convective Storm.
- **Section B- Property Damage, Subsection 2. Property Excluded:**
 - H: added Landfill original material (i.e. trash and debris), landfill liners or similar landfill barrier(s), natural or manmade.
 - N: added Underground or below slab pipes, flues, or drains.

- **Section 4. – Exclusions:**
 - A.8.: Damage resulting from lack of faulty or inadequate maintenance changed to Damage resulting from faulty, inadequate, or lack of maintenance. Reworded the exclusion for clarity.
- **Section C- Time Element, Subsection 3. Time Element Coverage Extensions:**
 - A: Contingent Business Interruption changed to Contingent Business Income and Extra Expense. To align with changes made under the coverage extensions section.
- **Section H- Definitions**
 - Added definition for Severe Convective Storm.
- **Other:**
 - Format changes and clarifications were made with minimal impact.

Please review your renewal and all attached schedules for accuracy. If you have any questions, please do not hesitate to contact me for an onsite review. If you have any questions or updates related to your coverage, please contact your Member Services Representative, Nelly Cano, for assistance.

We look forward to another successful year and we appreciate and thank you for your continued participation in the TAC Risk Management Pool.

Sincerely,



Lisa McCaig
TAC RMP Risk Management Consultant



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

INVOICE

12th and 278th Judicial District CSCD

Attn: Elizabeth Jan

1100 University Ave

Huntsville, TX 77340-4639

Invoice Due Date: July 1, 2023

Invoice #: 40685

Coverage #: PR-2368-20230701-1

Coverage Period: July 1, 2023 - July 1, 2024

Member Number: 2368

Contribution for the coverage below is now due.

Coverage	Contribution Due
Property	\$2,500
Total Due:	\$2,500

12th and 278th Judicial District CSCD

Attn: Elizabeth Jan

1100 University Ave

Huntsville, TX 77340-4639

Invoice Due Date: July 1, 2023

Invoice #: NRCN-40685-PC

Contribution Due:\$2,500

Amount Enclosed: _____

If the total amount enclosed is not \$2,500, please
use the notes section below to explain:

Please make checks payable to:

Texas Association of Counties Risk Management Pool

Box # 2426

San Antonio, TX 78298-9900

05/03/2023



TEXAS ASSOCIATION *of* COUNTIES

RISK MANAGEMENT POOL

Property Contribution & Coverage Declarations

Member: 12th and 278th Judicial District CSCD

Coverage Period: July 1, 2023 through July 1, 2024

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

PROPERTY	Per Occurrence Limits	Deductible Per Occurrence	Contribution
Property Limits	TOTAL COVERED VALUE		
All Other Perils- any other covered loss except those addressed with separate deductibles	\$577,330	\$5,000	\$1,993
Coverage with Separate Deductibles	Sublimits		
Severe Convective Storm	Within Property TOTAL COVERED VALUE	\$25,000	Included
Flood- Special Hazard Zones- Excess of National Flood Insurance Program Limits	\$2,500,000	Not to exceed \$500,000 per building	Included
		Not to exceed \$500,000 per contents	
Flood- Except Special Hazard Zones	\$10,000,000	\$25,000	Included
Earthquake	\$10,000,000 Annual Aggregate	\$25,000	Included
Equipment Breakdown	\$50,000,000	\$5,000	Included
Law Enforcement Animals	\$30,000	\$1,000	Included
Crime	\$250,000	\$1,000	Included
PROPERTY CONTRIBUTION		\$2,500	

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.


The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This declaration is issued by  as authorized representative of the Pool on 05/03/2023 in Austin, Texas.

CONTENTS ONLY ENDORSEMENT

12TH AND 278TH JUDICIAL DISTRICT CSCD

COVERAGE AGREEMENT – Subject to the limits in this Coverage Document, the Coverage Document is amended to limit direct physical loss and direct physical damage coverage for scheduled locations to Contents Only coverage, as described in this section.

SECTION B – PROPERTY DAMAGE, Subsection 1, MEMBER PROPERTY, is amended to delete Paragraph A.:

A. Real Property, including buildings, remodeling, installations, and construction in which the Member has an insurable interest.

If a direct physical loss or direct physical damage occurs at locations scheduled, the maximum payment will be the Total Covered Value of the physical loss and physical damage to Personal Property at the time of the direct physical loss and direct physical damage, based on the scheduled value submitted by the member:

SECTION B – PROPERTY DAMAGE, Subsection 3. ADDITIONAL COVERAGE, C. AUTOMATIC COVERAGE (NEWLY ACQUIRED) is amended to add:

With respect to automatic coverage for Real Property, Member must have Real Property coverage in place at the time of loss. Coverage is subject to the deductible as shown on the CCD.

SECTION B – PROPERTY DAMAGE, Subsection 3. ADDITIONAL COVERAGE, V. MISCELLANEOUS UNNAMED PROPERTY is amended to read as follows:

This Coverage Document covers the Member's interest in covered property within the Coverage Territory, which is not specifically on file, identified, or scheduled, except for property that is waterborne.

This provision does not cover any Real Property or excluded under any other provision of this Coverage Document.

This coverage is included within, and does not increase, the Limits of Liability in the CCD or the Coverage Document.



TEXAS ASSOCIATION of COUNTIES RISK MANAGEMENT POOL

Property and Mobile Equipment Schedule

Member: 12th and 278th Judicial District CSCD

Coverage Period: July 1, 2023 to July 1, 2024

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
0	38	CONTENTS ONLY - ADULT PROBATION 705 FM 2821 ROAD WEST HUNTSVILLE, TX, 77320	MORE INFO	RCV	ISO - 4	1901	0	0	\$0	\$384,040	\$0	\$384,040	\$1,361
0	39	CONTENTS ONLY - ADULT PROBATION (MADISONVILLE) 101 W MAIN ST MADISONVILLE, TX, 77864	MORE INFO	RCV	ISO - 2	1901	0	0	\$0	\$64,430	\$0	\$64,430	\$193
0	40	CONTENTS ONLY - ADULT PROBATION (CENTERVILLE) 129 EAST MAIN ST CENTERVILLE, TX, 75833	MORE INFO	RCV	ISO - 2	1901	0	0	\$0	\$64,430	\$0	\$64,430	\$205
0	41	CONTENTS ONLY - ADULT PROBATION (ANDERSON) 318 N. LASALLE NAVASOTA, TX, 77868	MORE INFO	RCV	ISO - 2	1901	0	0	\$0	\$64,430	\$0	\$64,430	\$235
Building & Contents Total:									\$0	\$577,330	\$0	\$577,330	\$1,993

FINE ARTS: Not Applicable

MOBILE EQUIPMENT: Not Applicable

UNMANNED AIRCRAFT: Not Applicable

Totals	Square Footage	Building Value	Contents Value	Site Improvements Value	Total Covered Values	Total Contribution
Building & Contents Total:	0	\$0	\$577,330	\$0	\$577,330	\$1,993
Fine Arts Total:						
TOTAL Covered Values:					\$577,330	\$1,993
Mobile Equipment Total:					\$0	
Unmanned Aircraft Total:					\$0	

Construction Type	Coverage Basis	Special Flood Hazard Zones:		
ISO 1 – F, Frame	RCV – Replacement Cost Value	A	A99	AR/AH
ISO 2 – JM, Joisted Masonry	HIST – Historical Reproduction Cost Value	AO	AR	AR/A0
ISO 3 – NC, Light Noncombustible	ACV – Actual Cash Value	AH	AR/A	V
ISO 4 –MNC, Masonry Noncombustible	EXC – Excluded from Coverage	A1 – A30	AR/AE	V1 – V30
ISO 5 – MRF, Modified Fire Resistive		AE	AR/A1 – A30	VE
ISO 6 – FR, Fire Resistive				



May 3, 2023

Ms. Alannah Hargis
Walker County
1100 University Ave Rm 204
Huntsville, TX 77340

Re: Walker County – Property Renewal

Dear Ms. Hargis :

Thank you for choosing the Texas Association of Counties Risk Management Pool (TAC RMP) for your property coverage needs. TAC RMP strives to provide its Members the most comprehensive coverages and risk solutions available. We appreciate your continued trust and dedication to the Pool. Our understanding of our Members 'challenges is an important detail when it comes to the Pool delivering effective coverage protection.

Please find enclosed your TAC RMP Property coverage renewal and invoice for 2023.

The TAC RMP Board of Directors approved the following Property coverage updates effective July 1, 2023:

- **Limits of Liability coverage extensions table:**
 - Contingent Business Interruption/Extra Expense- changed to Contingent Business Income and Extra Expense. This aligns with use of Business Income and Extra Expense in the Time Element Section. The term interruption is not defined, and this adds clarity.
- **Section A- Coverage Agreement and Covered Property, Subsection 8. Deductibles:**
 - A. Named Storm: Tier One Counties deductible changed from 2% to 3%.
 - C. Severe Convective Storm: added language for a separate coverage deductible for the peril of Severe Convective Storm.
- **Section B- Property Damage, Subsection 2. Property Excluded:**
 - H: added Landfill original material (i.e. trash and debris), landfill liners or similar landfill barrier(s), natural or manmade.
 - N: added Underground or below slab pipes, flues, or drains.

- **Section 4. – Exclusions:**
 - A.8.: Damage resulting from lack of faulty or inadequate maintenance changed to Damage resulting from faulty, inadequate, or lack of maintenance. Reworded the exclusion for clarity.
- **Section C- Time Element, Subsection 3. Time Element Coverage Extensions:**
 - A: Contingent Business Interruption changed to Contingent Business Income and Extra Expense. To align with changes made under the coverage extensions section.
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- **Other:**
 - Format changes and clarifications were made with minimal impact.

Please review your renewal and all attached schedules for accuracy. If you have any questions, please do not hesitate to contact me for an onsite review. If you have any questions or updates related to your coverage, please contact your Member Services Representative, Nelly Cano, for assistance.

We look forward to another successful year and we appreciate and thank you for your continued participation in the TAC Risk Management Pool.

Sincerely,



Lisa McCaig
TAC RMP Risk Management Consultant



TEXAS ASSOCIATION *of* COUNTIES RISK MANAGEMENT POOL

INVOICE

Walker County
Attn: Alannah Hargis
1100 University Ave Rm 204
Huntsville, TX 77340

Invoice Due Date: July 1, 2023

Invoice #: 40729

Coverage #: PR-2360-20230701-1

Coverage Period: July 1, 2023 - July 1, 2024

Member Number: 2360

Contribution for the coverage below is now due.

Coverage	Contribution Due
Property	\$154,110
Total Due:	\$154,110

Walker County
Attn: Alannah Hargis
1100 University Ave Rm 204
Huntsville, TX 77340

Invoice Due Date: July 1, 2023

Invoice #: NRCN-40729-PC

Contribution Due:\$154,110

Amount Enclosed: _____

If the total amount enclosed is not \$154,110,
please use the notes section below to explain:

Please make checks payable to:

Texas Association of Counties Risk Management Pool

Box # 2426

San Antonio, TX 78298-9900

05/03/2023



TEXAS ASSOCIATION *of* COUNTIES

RISK MANAGEMENT POOL

Property Contribution & Coverage Declarations

Member: Walker County

Coverage Period: July 1, 2023 through July 1, 2024

This Contribution & Coverage Declarations (CCD) is part of the Coverage Documents between the Texas Association of Counties Risk Management Pool (Pool) and the Named Member shown above, subject to the terms, conditions, definitions, exclusions, and sub-limits contained in the Coverage Documents, any endorsements, and the Interlocal Participation Agreement (IPA).

PROPERTY	Per Occurrence Limits	Deductible Per Occurrence	Contribution
Property Limits	TOTAL COVERED VALUE		
All Other Perils- any other covered loss except those addressed with separate deductibles	\$79,124,336	\$5,000	\$133,618
Coverage with Separate Deductibles	Sublimits		
Severe Convective Storm	Within Property TOTAL COVERED VALUE	\$25,000	Included
Flood- Special Hazard Zones- Excess of National Flood Insurance Program Limits	\$2,500,000	Not to exceed \$500,000 per building Not to exceed \$500,000 per contents	Included
Flood- Except Special Hazard Zones	\$10,000,000	\$25,000	Included
Earthquake	\$10,000,000 Annual Aggregate	\$25,000	Included
Equipment Breakdown	\$50,000,000	\$5,000	Included
Law Enforcement Animals	\$30,000	\$1,000	Included
Crime	\$250,000	\$1,000	Included
Optional Coverage			
Mobile Equipment	As Scheduled	\$1,000	\$20,492
PROPERTY CONTRIBUTION		\$154,110	

NOTICE OF ACCIDENT/CLAIM

Notice of an accident or claim (including service of process, if any) is to be delivered immediately to the Pool via the Texas Association of Counties Claims Department at:

Texas Association of Counties
Attention: CLAIMS
P. O. Box 2131
Austin, Texas 78768
Fax Number: 512-615-8942
Email: claims-cs@county.org

Any notice of claim and/or related documents should be mailed to the above immediately or by fax or email.

CONDITIONS

Coverage: This CCD is to outline limits, deductibles, and contributions only. All coverage is subject to the terms, conditions, definitions, exclusions, and sub-limits described in the Coverage Documents, any endorsements, and the IPA.

Claims Reporting: The Named Member shall submit claims to the Pool as set forth in each applicable Coverage Document or as otherwise required by the Pool or state law.

Failure to Maintain Coverage: The Named Member's failure to maintain at least one coverage through the Pool will result in the automatic and immediate termination of the IPA.

Named Member Compliance: By executing the IPA, the Named Member agrees to comply with and abide by the Pool's Bylaws, applicable Coverage Documents, and the Pool's policies, as now in effect and as amended.

Payment of Annual Contribution: The Named Member shall pay contributions as outlined on invoices and as per the terms of the IPA.

Pool's Right to Audit: The Pool has the right, but no obligation, to audit and inspect the Named Member's operations and property at any time upon reasonable notice and during regular business hours, as the Pool deems necessary to protect the interest of the Pool.

Property Appraisal: Property coverage is blanket and based on Replacement Cost. The Pool will provide a formal physical appraisal of the Member's property on a periodic basis and the Member agrees to accept the values provided by the Pool's appraisal firm. Member agrees to report all buildings and contents prior to renewal.

Pool Coordinator: The Named Member shall appoint a Pool Coordinator. The name of the Pool Coordinator and the address for which notices may be given by the Pool shall be set forth in the space provided at the end of the IPA. The Pool Coordinator shall promptly provide the Pool with any required information.


The Named Member may change its Pool Coordinator and the address for notice by giving written notice to Pool of the change before the effective date of the change.

Any failure or omission of the Named Member's Pool Coordinator shall be deemed a failure or omission of the Named Member. The Pool is not required to contact any other individual regarding the Named Member's business except the named Pool Coordinator unless notice or contact to another individual is required by applicable law. Any notice given by Pool or its contractor to the Pool Coordinator or such individual as is designated by law for a particular notice, shall be deemed notice to the Named Member.

Submission of Information: The Named Member shall timely submit to the Pool documentation necessary for the Pool to use to determine the risk to be covered for the next renewal period and to properly underwrite the risk exposure. The Pool will provide forms identifying the information requested.

Termination and Renewal: The coverage outlined in this CCD may be terminated or not renewed by either party as outlined in the IPA or applicable Coverage Document.

Termination for Failure to Pay: Notwithstanding any other provision in the IPA, if any payment or contribution for coverage owed by the Named Member to the Pool is not paid as required by the IPA, the Pool may cancel coverage or terminate coverage and the IPA, as the Pool deems appropriate, in accordance with the Pool's Bylaws and the applicable Coverage Document. The Named Member shall remain obligated for such unpaid contribution or charge for the period preceding termination.

This declaration is issued by  as authorized representative of the Pool on 05/03/2023 in Austin, Texas.

MARGIN CLAUSE ENDORSEMENT

WALKER COUNTY

COVERAGE AGREEMENT - Subject to the limits in this Coverage Document, the Coverage Document is amended to limit direct physical loss and direct physical damage coverage for certain specified property as described in this section.

If a direct physical loss or direct physical damage occurs to the following property listed in this endorsement, the Pool will determine a maximum loss payable for each building and for the contents of each building or the contents at each location. The maximum loss payable will be determined by applying the applicable Margin Clause percentage indicated in the schedule in this endorsement of the property as shown in the latest statement of values on file.

Actual loss payment will be determined based on the amount of direct physical loss or direct physical damage subject to all applicable terms and conditions including the Limits of Liability, Deductible and Loss Adjustment and Settlement conditions. The actual loss payment, for each building, for the contents of each building or for the contents at each location, will not exceed the maximum loss payable as described in this endorsement and does not increase, the Limits of Liability in the Declaration or the Coverage Document. The Margin Clause does not increase the total covered value limit indicated on the Declarations.

If Margin Clause is shown in the below schedule, the Pool will not pay more than the lesser of the following:

1. The cost to repair; or
2. The Margin Clause percentage applied to the applicable building.

The most the Pool will pay is the applicable percentage shown on the below schedule for the Member Property.

Site No. -Building No.	Building Name	Address	Building Value	Contents Value	Total Combined Value	Margin Clause %
009/001	GIBBS-POWELL HOME	1228 11TH STREET HUNTSVILLE, TX 77320	\$1,352,000	\$386,400	\$1,738,400	\$2,173,000

Property and Mobile Equipment Schedule

Member: Walker County
Coverage Period: July 1, 2023 to July 1, 2024

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
1	001	WALKER COUNTY COURTHOUSE 1100 SAM HOUSTON AVENUE HUNTSVILLE, TX, 77340	X	RCV	ISO - 4	1969	4	32,637	\$9,614,000	\$1,632,000	\$0	\$11,246,000	\$18,882
1	002	COURTHOUSE GAZEBO 1100 SAM HOUSTON AVENUE HUNTSVILLE, TX, 77340	X	RCV	ISO - 1	1996	1	391	\$17,500	\$0	\$0	\$17,500	\$32
1	999	SITE IMPROVEMENTS 1100 SAM HOUSTON AVENUE HUNTSVILLE, TX, 77340		RCV	ISO - 3	2040		0		\$0	\$10,730	\$10,730	\$18
2	999	SITE IMPROVEMENTS 751 FM 2821 ROAD WEST HUNTSVILLE, TX, 77320		RCV	ISO - 3	2040		0		\$0	\$53,640	\$53,640	\$90
3	001	JOE MALAK JR. SHOP BUILDING 9368 STATE HIGHWAY 75 SOUTH NEW WAVERLY, TX, 77358	X	RCV	ISO - 3	1998	1	3,200	\$554,600	\$184,700	\$0	\$739,300	\$1,241
3	002	OIL/RECYCLE CENTER 9368 STATE HIGHWAY 75 SOUTH NEW WAVERLY, TX, 77358	X	RCV	ISO - 3	2004	1	1,240	\$98,500	\$50,800	\$0	\$149,300	\$251
3	003	EQUIPMENT STORAGE BUILDING 9368 STATE HIGHWAY 75 SOUTH NEW WAVERLY, TX, 77358	X	RCV	ISO - 3	2010	1	3,920	\$244,700	\$0	\$0	\$244,700	\$411
3	999	SITE IMPROVEMENTS 9368 STATE HIGHWAY 75 SOUTH NEW WAVERLY, TX, 77358		RCV	ISO - 3	2040		0		\$0	\$38,890	\$38,890	\$65
4	001	GREENHOUSE 1 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	1990	1	2,484	\$144,800	\$4,500	\$0	\$149,300	\$251
4	002	GREENHOUSE 3 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	360	\$23,300	\$700	\$0	\$24,000	\$44

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
4	003	GREENHOUSE 2 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	2000	1	544	\$31,700	\$1,000	\$0	\$32,700	\$55
4	004	WALKER COUNTY EXTENSION OFFICE 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	1990	1	6,300	\$893,600	\$281,700	\$0	\$1,175,300	\$1,973
4	005	EDUCATION PAVILION 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2005	1	1,156	\$51,600	\$0	\$0	\$51,600	\$94
4	006	GREENHOUSE 4 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	2000	1	1,040	\$60,600	\$1,900	\$0	\$62,500	\$105
4	007	STORAGE BUILDING 1 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2005	1	216	\$19,100	\$9,200	\$0	\$28,300	\$51
4	008	PAVILION 2 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2005	1	210	\$9,400	\$0	\$0	\$9,400	\$17
4	009	PAVILION 3 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	45	\$2,000	\$0	\$0	\$2,000	\$4
4	010	WALK WAY PAVILION 4 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	24	\$1,100	\$0	\$0	\$1,100	\$2
4	011	STORAGE BUILDING 2 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	360	\$31,800	\$15,400	\$0	\$47,200	\$86
4	012	RESTROOM/STORAGE BUILDING 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	192	\$48,220	\$1,210	\$0	\$49,430	\$90
4	013	STORAGE BUILDING 3 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	360	\$31,800	\$15,400	\$0	\$47,200	\$86
4	014	PAVILION 5 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	72	\$3,200	\$0	\$0	\$3,200	\$6
4	016	STORAGE BUILDING 4 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2005	1	288	\$25,400	\$12,300	\$0	\$37,700	\$69

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
4	017	PAVILION 6 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	153	\$6,800	\$0	\$0	\$6,800	\$12
4	018	WALKWAY PAVILION 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	48	\$2,100	\$0	\$0	\$2,100	\$4
4	019	GREENHOUSE PAVILION 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	550	\$24,600	\$0	\$0	\$24,600	\$45
4	020	STORAGE BUILDING 5 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	288	\$25,400	\$12,300	\$0	\$37,700	\$69
4	021	STORAGE BUILDING 6 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	80	\$7,100	\$3,400	\$0	\$10,500	\$19
4	022	PAVILION 8 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	300	\$13,400	\$0	\$0	\$13,400	\$24
4	024	CARPORT PAVILION 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	2000	1	320	\$12,900	\$0	\$0	\$12,900	\$22
4	025	STORAGE BUILDING 7 102 TAM ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	2001	1	204	\$16,200	\$8,700	\$0	\$24,900	\$42
4	999	SITE IMPROVEMENTS 102 TAM ROAD HUNTSVILLE, TX, 77320		RCV	ISO - 3	2040		0		\$0	\$25,480	\$25,480	\$43
5	001	JUSTICE OF THE PEACE, JP4 BUILDING 2986A STATE HIGHWAY 19 SOUTH HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	1991	1	2,520	\$363,900	\$112,700	\$0	\$476,600	\$800
5	002	CONSTABLE, PCT 3 - STORAGE BUILDING 2986A STATE HIGHWAY 19 SOUTH HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	1991	1	128	\$11,300	\$5,500	\$0	\$16,800	\$31
5	999	SITE IMPROVEMENTS 2986A STATE HIGHWAY 19 SOUTH HUNTSVILLE, TX, 77320		RCV	ISO - 3	2040		0		\$0	\$12,070	\$12,070	\$20
6	001	ROAD AND BRIDGE SHOP 2986A STATE HIGHWAY 19 HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	1994	1	4,000	\$285,400	\$143,100	\$0	\$428,500	\$719

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
6	002	ROAD & BRIDGE PCT 3 - STORAGE BUILDING 2986A STATE HIGHWAY 19 HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	1996	1	2,100	\$166,700	\$89,600	\$0	\$256,300	\$430
6	004	USED OIL STORAGE BUILDING 2986A STATE HIGHWAY 19 HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	32	\$2,800	\$1,400	\$0	\$4,200	\$8
6	005	ROAD & BRIDGE PCT 3 - STORAGE BUILDING II 2986A STATE HIGHWAY 19 HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	1990	1	80	\$6,400	\$3,400	\$0	\$9,800	\$16
6	006	CARPORT 1 2986A STATE HIGHWAY 19 HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	2021	1	624	\$7,000	\$0		\$7,000	\$12
6	007	CARPORT 2 2986A STATE HIGHWAY 19 HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	2021	1	624	\$7,000	\$0		\$7,000	\$12
6	008	NEW BUILDING - CARPORT 3 2986A STATE HIGHWAY 19 HUNTSVILLE, TX, 77320		RCV	ISO - 3	2023	1	300	\$7,931			\$7,931	\$13
6	009	NEW BUILDING - CARPORT 4 2986A STATE HIGHWAY 19 HUNTSVILLE, TX, 77320		RCV	ISO - 3	2023	1	720	\$19,500	\$0		\$19,500	\$33
6	999	SITE IMPROVEMENTS 2986A STATE HIGHWAY 19 HUNTSVILLE, TX, 77320		RCV	ISO - 3	2040		0		\$0	\$57,715	\$57,715	\$97
7	001	SCALE OFFICE BUILDING 3179 INTERSTATE 45 SOUTH NEW WAVERLY, TX, 77358	X	RCV	ISO - 1	2004	1	1,400	\$179,800	\$57,400	\$0	\$237,200	\$431
7	002	SCALE CANOPY 3179 INTERSTATE 45 NORTH NEW WAVERLY, TX, 77358	X	RCV	ISO - 3	2005	1	9,500	\$785,000	\$0	\$0	\$785,000	\$1,318
7	003	KITCHEN BUILDING 3179 INTERSTATE 45 SOUTH NEW WAVERLY, TX, 77358	X	RCV	ISO - 1	2005	1	144	\$18,500	\$7,500	\$0	\$26,000	\$47
7	004	STORAGE BUILDING 1 3179 INTERSTATE 45 SOUTH NEW WAVERLY, TX, 77358	X	RCV	ISO - 1	2005	1	56	\$4,900	\$2,400	\$0	\$7,300	\$13
7	005	STORAGE BUILDING 2 3179 INTERSTATE 45 SOUTH NEW WAVERLY, TX, 77358	X	RCV	ISO - 1	2005	1	64	\$5,600	\$2,700	\$0	\$8,300	\$15

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
7	006	SCALE HOUSE 3179 INTERSTATE 45 SOUTH NEW WAVERLY, TX, 77358	X	RCV	ISO - 3	2004	1	1,080	\$158,610	\$13,260	\$0	\$171,870	\$289
7	999	SITE IMPROVEMENTS 3179 INTERSTATE 45 SOUTH NEW WAVERLY, TX, 77358		RCV	ISO - 3	2040		0		\$0	\$63,030	\$63,030	\$106
8	001	JUSTICE CENTER/OFFICES 717 FM 2821 ROAD WEST HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	2000	1	19,177	\$4,900,000	\$2,510,000	\$0	\$7,410,000	\$12,442
8	002	OEM WAREHOUSE 717 FM 2821 ROAD WEST HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	2011	1	4,000	\$259,900	\$143,100	\$0	\$403,000	\$677
8	999	SITE IMPROVEMENTS 717 FM 2821 ROAD WEST HUNTSVILLE, TX, 77320		RCV	ISO - 3	2040		0		\$0	\$56,320	\$56,320	\$95
9	001	GIBBS-POWELL HOME 1228 11TH STREET HUNTSVILLE, TX, 77320	X	HIST	ISO - 1	1862	2	5,050	\$1,246,000	\$386,400	\$0	\$1,632,400	\$2,968
9	002	MUSEUM PAVILION 1228 11TH STREET HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	1980	1	400	\$17,900	\$0	\$0	\$17,900	\$33
9	003	MUSEUM STORAGE BUILDING 1228 11TH STREET HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	49	\$4,300	\$2,100	\$0	\$6,400	\$12
9	999	SITE IMPROVEMENTS 1228 11TH STREET HUNTSVILLE, TX, 77320		RCV	ISO - 3	2040		0		\$0	\$6,710	\$6,710	\$11
10	001	WALKER COUNTY SENIOR/HEALTH CENTER 340 STATE HIGHWAY 75 HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	1985	1	13,024	\$1,824,000	\$176,700	\$0	\$2,000,700	\$3,359
10	003	VOTING STORAGE BUILDING 344 STATE HIGHWAY 75 HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2000	1	450	\$50,470	\$855,430	\$0	\$905,900	\$1,647
10	004	CIVIL BUILDING 1 344 STATE HIGHWAY 75 HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	1994	1	3,000	\$461,800	\$134,100	\$0	\$595,900	\$1,083
10	005	CIVIL BUILDING 2 344 STATE HIGHWAY 75 HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	1994	1	3,000	\$461,800	\$134,100	\$0	\$595,900	\$1,083

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
10	006	CIVIL OFFICE BUILDING 344 STATE HIGHWAY 75 HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	1994	1	1,500	\$173,400	\$61,500	\$0	\$234,900	\$394
10	007	VEHICLE STORAGE BUILDING 344 STATE HIGHWAY 75 HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	1985	1	3,120	\$198,000	\$111,600	\$0	\$309,600	\$563
10	008	ROAD & BRIDGE PCT 1 - SHOP 344 STATE HIGHWAY 75 HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	1994	1	4,104	\$555,000	\$256,900	\$0	\$811,900	\$1,363
10	012	SURPLUS CONEX 344 STATE HIGHWAY 75 HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	2000	1	320	\$5,080	\$4,820	\$0	\$9,900	\$17
10	013	STORAGE SHED 344 STATE HIGHWAY 75 HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2010	1	60	\$1,800	\$1,200	\$0	\$3,000	\$5
10	014	STORAGE CONTAINER 2 344 STATE HIGHWAY 75 HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	2000	1	320	\$5,080	\$4,820	\$0	\$9,900	\$17
10	999	SITE IMPROVEMENTS 344 STATE HIGHWAY 75 HUNTSVILLE, TX, 77320		RCV	ISO - 3	2040		0		\$0	\$4,020	\$4,020	\$7
11	001	WALKER COUNTY JAIL 655 FM 2821 WEST HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	2014	1	75,566	\$19,760,000	\$2,034,000	\$0	\$21,794,000	\$36,593
11	002	LAWN EQUIPMENT SHED 655 FM 2821 WEST HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	2019	1	650	\$28,800	\$5,900		\$34,700	\$58
11	999	SITE IMPROVEMENTS 655 FM 2821 WEST HUNTSVILLE, TX, 77320		RCV	ISO - 3	2040		0		\$0	\$84,480	\$84,480	\$142
12	001	OFFICE BUILDING 1036 11TH STREET HUNTSVILLE, TX, 77340	X	RCV	ISO - 6	1931	2	10,140	\$3,149,000	\$453,400	\$0	\$3,602,400	\$6,049
12	999	SITE IMPROVEMENTS 1036 11TH STREET HUNTSVILLE, TX, 77340		RCV	ISO - 3	2040		0		\$0	\$6,710	\$6,710	\$11
13	001	ANNEX OFFICE BUILDING 1301 SAM HOUSTON AVENUE HUNTSVILLE, TX, 77340	X	RCV	ISO - 4	1970	2	22,000	\$5,030,000	\$1,250,000	\$0	\$6,280,000	\$10,544

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
13	999	SITE IMPROVEMENTS 1301 SAM HOUSTON AVENUE HUNTSVILLE, TX, 77340		RCV	ISO - 3	2040		0		\$0	\$21,460	\$21,460	\$36
14	001	WALKER COUNTY JUVENILE PROBATION 1021 UNIVERSITY AVENUE HUNTSVILLE, TX, 77320	X	RCV	ISO - 2	1994	1	5,544	\$884,400	\$247,900	\$0	\$1,132,300	\$1,954
15	001	VETERANS CENTER 445 HIGHWAY 75 HUNTSVILLE, TX, 77320	X	RCV	ISO - 4	2008	1	11,895	\$3,449,000	\$910,100	\$0	\$4,359,100	\$7,319
15	002	PAVILION/STORAGE BUILDING 445 HIGHWAY 75 HUNTSVILLE, TX, 77320	X	RCV	ISO - 4	2008	1	2,635	\$359,500	\$16,500	\$0	\$376,000	\$631
15	003	MEETING HALL 445 HIGHWAY 75 HUNTSVILLE, TX, 77320	X	RCV	ISO - 6	2008	1	14,560	\$3,429,000	\$612,700	\$0	\$4,041,700	\$6,786
15	004	WALKWAY PAVILION 1 445 HIGHWAY 75 HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2012	1	48	\$2,100	\$0	\$0	\$2,100	\$4
15	005	WALKWAY PAVILION 2 445 HIGHWAY 75 HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2012	1	48	\$2,100	\$0	\$0	\$2,100	\$4
15	999	SITE IMPROVEMENTS 445 HIGHWAY 75 HUNTSVILLE, TX, 77320		RCV	ISO - 3	2040		0		\$0	\$92,530	\$92,530	\$155
16	001	WALKER COUNTY ADULT PROBATION 705 FM 2821 ROAD WEST HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	2008	1	12,012	\$2,069,000	\$537,100	\$0	\$2,606,100	\$4,376
16	002	PAVILION 705 FM 2821 ROAD WEST HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	2010	1	440	\$17,700	\$0	\$0	\$17,700	\$30
16	999	SITE IMPROVEMENTS 705 FM 2821 ROAD WEST HUNTSVILLE, TX, 77320		RCV	ISO - 3	2040		0		\$0	\$5,360	\$5,360	\$9
17	001	WALKER COUNTY OFFICE ANNEX 3 1313 UNIVERSITY AVENUE HUNTSVILLE, TX, 77340	X	RCV	ISO - 4	1983	2	4,800	\$1,026,000	\$214,600	\$0	\$1,240,600	\$2,083
17	999	SITE IMPROVEMENTS 1313 UNIVERSITY AVENUE HUNTSVILLE, TX, 77340		RCV	ISO - 3	2040		0		\$0	\$5,360	\$5,360	\$9

BUILDING & CONTENTS :

Site	Bldg	Building Name Address	Flood Zone	Coverage Basis	Const. Type	Year Built	Stories	SQ. FT.	Building Value	Content Value	Site Improvement	Total Value	Contribution
18	001	JUSTICE OF THE PEACE #4 9360 STATE HIGHWAY 75 SOUTH NEW WAVERLY, TX, 77358	X	RCV	ISO - 3	1995	1	2,400	\$405,300	\$107,300	\$0	\$512,600	\$861
18	002	STORAGE BUILDING 9360 STATE HIGHWAY 75 SOUTH NEW WAVERLY, TX, 77358	X	RCV	ISO - 1	2000	1	150	\$13,200	\$6,400	\$0	\$19,600	\$36
18	999	SITE IMPROVEMENTS 9360 STATE HIGHWAY 75 SOUTH NEW WAVERLY, TX, 77358		RCV	ISO - 3	2040		0		\$0	\$6,710	\$6,710	\$11
19	001	OFFICE BUILDING 123 BOOKER ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	1990	1	432	\$55,500	\$17,700	\$0	\$73,200	\$133
19	002	ROAD & BRIDGE PCT 2 BUILDING 123 BOOKER ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	1994	1	4,900	\$295,600	\$175,300	\$0	\$470,900	\$791
19	003	ANIMAL STALL BARN 123 BOOKER ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	1970	1	396	\$21,570	\$1,210	\$0	\$22,780	\$38
19	004	STORAGE BUILDING 123 BOOKER ROAD HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	1990	1	238	\$21,000	\$10,200	\$0	\$31,200	\$57
19	999	SITE IMPROVEMENTS 123 BOOKER ROAD HUNTSVILLE, TX, 77320		RCV	ISO - 3	2040		0		\$0	\$36,210	\$36,210	\$61
20	001	PCT 3 COMMISSIONER BUILDING 2986 B STATE HIGHWAY 19 N HUNTSVILLE, TX, 77320	X	RCV	ISO - 1	2018	1	1,024	\$181,100	\$45,800	\$0	\$226,900	\$412
20	002	CUSTOM METAL 3-BAY CARPORT 2986 B STATE HIGHWAY 19 N HUNTSVILLE, TX, 77320	X	RCV	ISO - 3	2021	1	2,100	\$23,700	\$0		\$23,700	\$40
Building & Contents Total:									\$64,433,861	\$14,103,050	\$587,425	\$79,124,336	\$133,618

FINE ARTS: Not Applicable

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
212	1991	HYSTER	FORK LIFT	D17G23013S	07/01/2023	07/01/2024	\$8,250	\$31
Emergency Management Total Items Scheduled: 1							\$8,250	\$31

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
104		KUBOTA	BX2350 TRACTOR	66404	07/01/2023	07/01/2024	\$10,250	\$38
Jail Total Items Scheduled: 1							\$10,250	\$38
61	1999	DURA PATCHER	POTHOLE PATCHER	12664	07/01/2023	07/01/2024	\$27,852	\$105
69	1992	CATERPILLAR	MOTOR GRADER 120G	87V09550	07/01/2023	07/01/2024	\$93,907	\$352
71	1998	BANDIT	BRUSH CHIPPER 250HP	1332	07/01/2023	07/01/2024	\$23,600	\$89
73	1985	CATERPILLAR	TRACK LOADER 963	6Z1498	07/01/2023	07/01/2024	\$94,593	\$355
75	1998	CATERPILLAR	MOTOR GRADER 12H	04XM01774	07/01/2023	07/01/2024	\$139,900	\$525
76		CATERPILLAR	PNEUMATIC ROLLER PS-150	3XR00781	07/01/2023	07/01/2024	\$49,957	\$187
77	1994	JOHN DEERE	WHEEL EXCAVATOR 595D	FF595DX001427	07/01/2023	07/01/2024	\$31,100	\$117
105	1991	JOHN DEERE	4255 TRACTOR/CAB	RW4255P003660	07/01/2023	07/01/2024	\$46,079	\$173
107		RHINO	MAGNUM CUTTER	2006000625	07/01/2023	07/01/2024	\$11,279	\$42
131	1972	HYSTER	FORKLIFT	72469	07/01/2023	07/01/2024	\$2,000	\$8
149	2011	CATERPILLAR	420E IT 4ES LOADER BACKHOE	DAN00427	07/01/2023	07/01/2024	\$84,793	\$318
227	2013	CATERPILLAR	EXCAVATOR 314ECR	CATO314EPZJT00467	07/01/2023	07/01/2024	\$213,505	\$801
235	2006	CATERPILLAR	BULLDOZER	RKG02841	07/01/2023	07/01/2024	\$49,950	\$187
247	2007	CATERPILLAR	CS563E	CNG02017	07/01/2023	07/01/2024	\$41,290	\$155
261		8FT GRAPPLE	ATTACHMENT	0TBD	07/01/2023	07/01/2024	\$5,595	\$21
262		MILLER KOHLER	BOBCAT 250	MG450732R	07/01/2023	07/01/2024	\$3,992	\$15
Precinct 1, Commissioner Total Items Scheduled: 16							\$919,392	\$3,450
62		POTHOLE PATCHER	DURAPATCHER 125DJT	SN12782	07/01/2023	07/01/2024	\$35,000	\$131
78	1999	CASE BACKHOE	LOADER 580 SUPER L	JJG0273643	07/01/2023	07/01/2024	\$46,200	\$173
79	2000	CATERPILLAR	MOTOR GRADER 140H	2ZK05671	07/01/2023	07/01/2024	\$156,250	\$586
80	1991	INGRAM	PNEUMATIC ROLLER R5120	CIN17406151401	07/01/2023	07/01/2024	\$23,500	\$88
82	1999	BENFORD	SP2008 ROLLER	CZ010	07/01/2023	07/01/2024	\$47,226	\$177
83		CAT	120H MOTOR GRADER	CAT012HECAF00721	07/01/2023	07/01/2024	\$149,384	\$561
86		JOHN DEERE	LOADER 544C	544CD406586DW	07/01/2023	07/01/2024	\$15,000	\$56
108		NEW HOLLAND	TRACTOR W/BOOM AXE	TS110	07/01/2023	07/01/2024	\$87,463	\$328
132		NEW HOLLAND	FM15M BATWING CUTTER	FM15M	07/01/2023	07/01/2024	\$6,765	\$25
204	1997	BANDIT	250XP CHIPPER	11609	07/01/2023	07/01/2024	\$15,000	\$56
205	2001	JOHN DEERE	700H LGP DOZER	896743	07/01/2023	07/01/2024	\$48,000	\$180
213		HYSTER	H155XL FORKLIFT	F6G5886M	07/01/2023	07/01/2024	\$8,250	\$31

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
214	1998	JOHN DEERE	EXCAVATOR W/ HYDRAULIC THUMB	FF0200X050699	07/01/2023	07/01/2024	\$37,500	\$141
228		FORD	POWERSTAR SL	BE02986	07/01/2023	07/01/2024	\$2,000	\$8
230	2014	JOHN DEERE	75G EXCAVATOR	1FF075GXAEJ015159	07/01/2023	07/01/2024	\$67,500	\$253
251		MASSEY FERGUSON	TRACTOR 4609	AG3M46090EJK04103	07/01/2023	07/01/2024	\$26,000	\$98
255		SCHULTE	FX 1800	C18511731906	07/01/2023	07/01/2024	\$19,000	\$71
277	2015	CATERPILLAR	MOTOR GRADER 120M2	0M9C00478	07/01/2023	07/01/2024	\$340,000	\$1,276
Precinct 2, Commissioner Total Items Scheduled: 18							\$1,130,038	\$4,241
63	1997	PERFORMANCE	BRUSH BANDIT CHIPPER 111HP3	1F9890	07/01/2023	07/01/2024	\$19,500	\$73
66	1998	DURAPATCHER	81DJT	1543	07/01/2023	07/01/2024	\$15,000	\$56
85	1992	CATERPILLAR	MOTOR GRADER 120G	87V9525	07/01/2023	07/01/2024	\$89,907	\$337
87	1999	CATERPILLAR	12H MOTOR GRADER	4XM01360	07/01/2023	07/01/2024	\$135,000	\$507
88	1998	CATERPILLAR	12H MOTOR GRADER	4XM01980	07/01/2023	07/01/2024	\$142,456	\$535
89		JOHN DEERE	310E BACKHOE/LOADER	T0310EX882015	07/01/2023	07/01/2024	\$45,529	\$171
90	2005	JOHN DEERE	CRAWLER DOZER	T0450JX102883	07/01/2023	07/01/2024	\$65,732	\$247
91		DYNAPAC	PNEUMATIC ROLLER CP-142	2163BR2141	07/01/2023	07/01/2024	\$50,706	\$190
93		CASE	EXCAVATOR CX130B	N8SAD1267	07/01/2023	07/01/2024	\$131,566	\$494
110	1994	FORD	TRACTOR 4408	D5NN7006A	07/01/2023	07/01/2024	\$6,500	\$24
111	1981	JOHN DEERE	TRACTOR JD-301A	305400	07/01/2023	07/01/2024	\$13,949	\$52
112		TERRAIN KING	W/FORD TRACTOR EA454C	BB94360	07/01/2023	07/01/2024	\$15,000	\$56
238	2004	VIBROMAX	STEEL WHEEL ROLLER	JKC5308305	07/01/2023	07/01/2024	\$8,200	\$31
242		KUBOTA	TRACTOR W/BOOM MOWER	77605	07/01/2023	07/01/2024	\$85,500	\$321
243		CASE	580N BACKHOE LOADER	NBC540669	07/01/2023	07/01/2024	\$49,893	\$187
246		BOBCAT	E63 T4 COMPACT EXCAVATOR W/ATTACHMENTS	B34R11866	07/01/2023	07/01/2024	\$65,480	\$246
248	1999	GRADALL	GW-362-G3WD	131373	07/01/2023	07/01/2024	\$4,500	\$17
250	2006	CEDARAPIDS	352 ASPHALT PAVER W/S16E SCREED	46461351	07/01/2023	07/01/2024	\$6,300	\$24
253		HAMM	VIBRATORY ROLLER	45681	07/01/2023	07/01/2024	\$24,000	\$90
264	2002	BOMAG	ROLLER BW205	109A22901506	07/01/2023	07/01/2024	\$16,500	\$62
266	1986	CASE	WHEEL LOADER	9154897	07/01/2023	07/01/2024	\$9,900	\$37
269	2021	KUBOTA	M5-111HDC12-1 TRACTOR W/ TERRAIN KING KSM60	KBUM4EDCKM8D64845/KSM-210809	07/01/2023	07/01/2024	\$87,866	\$330

MOBILE EQUIPMENT:

Item	Year	Make	Model	Serial #	Effective Date	Expiration Date	Total Value	Contribution
276	2022	KUBOTA	TRACTOR	KBCZ064CCN1M75149	07/01/2023	07/01/2024	\$73,811	\$277
Precinct 3, Commissioner Total Items Scheduled: 23							\$1,162,795	\$4,364
67	2004	DURAPATCHER	125DJT	14023	07/01/2023	07/01/2024	\$43,920	\$165
94	1999	JOHN DEERE	310E LOADER/BACKHOE	T0310EX879831	07/01/2023	07/01/2024	\$45,529	\$171
95	2003	BANDIT BRUSH	CHIPPER 250-XP	18871	07/01/2023	07/01/2024	\$23,911	\$90
96		CATERPILLAR	WHEEL LOADER 920	62K9544	07/01/2023	07/01/2024	\$26,000	\$98
97	1974	CATERPILLAR	TRAXCAVATOR 955L	85J7697	07/01/2023	07/01/2024	\$31,594	\$119
98	2005	CATERPILLAR	MOTOR GRADER 120H	CAF00509	07/01/2023	07/01/2024	\$143,028	\$537
99		DYNAPAC CA152	VIBRATORY SOIL ROLLER	64221853	07/01/2023	07/01/2024	\$82,926	\$311
100		KUBOTA	TRACTOR W/LOADER M8540HDC	52734	07/01/2023	07/01/2024	\$35,589	\$134
116		JOHN DEERE	UTILITY TRACTOR 5520	5520	07/01/2023	07/01/2024	\$25,544	\$96
140	2006	RHINO	FRIO SHREDDER	11861	07/01/2023	07/01/2024	\$9,115	\$34
207	2008	CATERPILLAR	CP56 COMPACTOR	C5P00216	07/01/2023	07/01/2024	\$89,721	\$337
220		HYSTER	HYPAC ROLLER	B188G1815P	07/01/2023	07/01/2024	\$15,000	\$56
229	2005	GRADALL	EXCAVATOR XL3100	210017732	07/01/2023	07/01/2024	\$40,000	\$150
233	2016	JOHN DEERE	6110M CAB TRACTOR	1L06110MCGH858968	07/01/2023	07/01/2024	\$123,396	\$463
244		LEEBOY	ASPHALT MACHINE 7000B	97884	07/01/2023	07/01/2024	\$49,000	\$184
245		BOMAG	BW138AD-5 ROLLER	101650341186	07/01/2023	07/01/2024	\$43,853	\$165
249	2013	CATERPILLAR	416F BACKHOE	CAT0416FVKSF00907	07/01/2023	07/01/2024	\$55,000	\$206
254		RAMPANT	DG55	5SPDG2434LW2K2564	07/01/2023	07/01/2024	\$62,623	\$235
256	1985	CATERPILLAR	MOTOR GRADER	7GB01291	07/01/2023	07/01/2024	\$19,500	\$73
257	2021	WRITGEN	STABILIZER WR200XL	09WR.0205	07/01/2023	07/01/2024	\$410,156	\$1,539
258		HAMM	GRW 180I-15	H228.0344	07/01/2023	07/01/2024	\$140,000	\$525
263		CATERPILLAR	D7F	08Z34946	07/01/2023	07/01/2024	\$16,881	\$63
272	2021	SUPERIOR	BROOM DT74J	821979	07/01/2023	07/01/2024	\$72,450	\$272
Precinct 4, Commissioner Total Items Scheduled: 23							\$1,604,736	\$6,022
64		BROCE	BROOM RJ350	403074	07/01/2023	07/01/2024	\$31,087	\$117
65	2004	CMI TEREX	RECLAIMER/STABILIZER RS325B	560148	07/01/2023	07/01/2024	\$205,345	\$771
226	2012	BROCE	BROOM SWEEPER RJT350	407835	07/01/2023	07/01/2024	\$48,796	\$183
259		ETNYRE	CHIP SPREADER 4WD	K7406	07/01/2023	07/01/2024	\$339,767	\$1,275

Road & Bridge	Total Items Scheduled: 4	\$624,995	\$2,345
Mobile Equipment Total:	Total Items Scheduled: 86	\$5,460,456	\$20,492

UNMANNED AIRCRAFT: Not Applicable

Totals	Square Footage	Building Value	Contents Value	Site Improvements Value	Total Covered Values	Total Contribution
Building & Contents Total:	309,906	\$64,433,861	\$14,103,050	\$587,425	\$79,124,336	\$133,618
Fine Arts Total:						
TOTAL Covered Values:					\$79,124,336	\$133,618
Mobile Equipment Total:					\$5,460,456	\$20,492
Unmanned Aircraft Total:					\$0	

Construction Type	Coverage Basis	Special Flood Hazard Zones:		
ISO 1 – F, Frame	RCV – Replacement Cost Value	A	A99	AR/AH
ISO 2 – JM, Joisted Masonry	HIST – Historical Reproduction Cost Value	AO	AR	AR/A0
ISO 3 – NC, Light Noncombustible	ACV – Actual Cash Value	AH	AR/A	V
ISO 4 –MNC, Masonry Noncombustible	EXC – Excluded from Coverage	A1 – A30	AR/AE	V1 – V30
ISO 5 – MRF, Modified Fire Resistive		AE	AR/A1 – A30	VE
ISO 6 – FR, Fire Resistive				

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 Gyoerko	A2. Property Owner's First Name Peter	Application Number: P - 2023 - 020
A3. Mailing Address [REDACTED]		Date of Submittal: 4-6-23
		Precinct Number: 4
City [REDACTED]	State [REDACTED]	ZIP Code [REDACTED]
A4. Primary Telephone Number [REDACTED]	A5. Alternate Phone Number [REDACTED]	
A6. Email Address [REDACTED]	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 <i>Information for the tract or tracts of land that are the subject of the plat application</i>				
C1. Is the property located within the city limits of Huntsville, New Waverly, or Riverside? (Mark with "X")			*Yes	<input checked="" type="checkbox"/> No
<i>*If the answer to C1 is "Yes" then the applicant will need to apply to the City having jurisdiction.</i>				
C2. Is the property within two miles of the City of Huntsville? (Mark with "X")			*Yes	<input checked="" type="checkbox"/> No
<i>*If the answer to C2 is "Yes" then the applicant will need to submit any plat applications to the City of Huntsville.</i>				
C3. Is the property within 1/2 mile of the City of New Waverly? (Mark with "X")			Yes	<input checked="" type="checkbox"/> No
<i>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"</i>				
C4. Property Acreage 0.29 Ac.	C5.. Appraisal Geographic ID # PID No. 46517 & 46518	C6. Survey Name A. WHITTAKER		C7. Abstract # A-521
Section C8 – C11 are for Amending Plat and Replat Applications only.				
C8. Subdivision Name <small>PLAT OF LOT 5A, BEING A REPLAT OF LOTS 5 & 6, BLOCK 1, SECTION FIVE, WILDWOOD SHORES</small>		C9. Lot #s 5A	C10. Block #	C11. Section # SECTION FIVE
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 # V. 1317, p. 161	Page	<input type="checkbox"/>	Walker County Deed Records (WCDR) (Generally before 1986)	
		<input checked="" type="checkbox"/>	Walker County Official Public Records (WCOPR)	
Volume / Document # V. 1319, p. 299	Page	<input type="checkbox"/>	Walker County Deed Records (WCDR) (Generally before 1986)	
		<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)	
SECTION D – APPLICATION TYPE <i>Please choose a single application type from the list below and mark with an "X".</i>				
D1. _____ Plat Application (This application is required for all plat applications including improvements <u>or</u> including more than 4 lots)				
D2. _____ Minor Plat Application (This application is required for minor subdivisions with no proposed infrastructure <u>and</u> 4 or less lots.)				
D3. X 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.		X	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 -----	F2. Original # of Tracts 2	F3. # of Proposed Lots 1	F4. Proposed Name of Subdivision PLAT OF LOT 5A, BEING A REPLAT OF LOTS 5 & 6, BLOCK 1, SECTION FIVE, WILDWOOD SHORES
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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 type="checkbox"/> Yes	<input checked="" 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

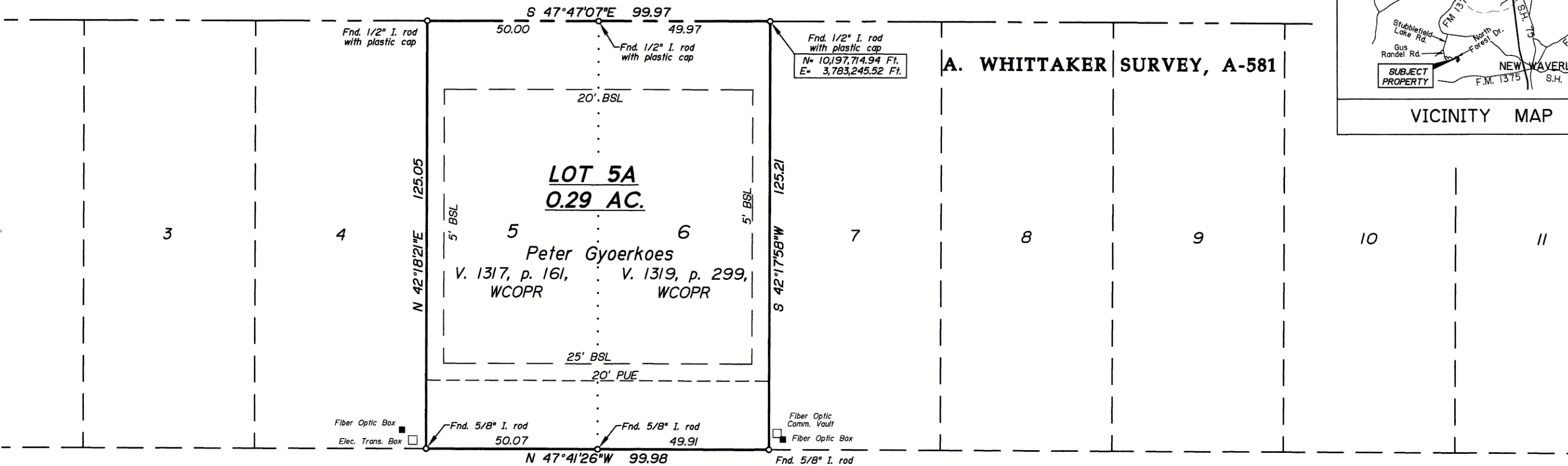
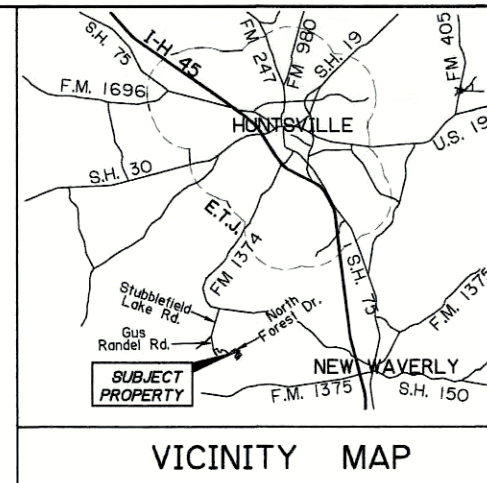
I, the below signed individual, am the legal owner or legal representative of the owner of the property described in this application, and do hereby certify that the information contained in this application is a true and correct under penalty of law. The below signature further represents my understanding, agreement, and acceptance of the following items:

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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>Peter Gyorn</i>	Date 4-5-2023	Printed Name Peter GYORKOET
THE STATE OF _____ § COUNTY OF _____ §		
Before me _____ a notary public on this day personally appeared _____, 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 officer this _____ Day of _____, 2019.		

United States of America
(U.S. Forest Service)
Call 157 ac. Tract J12v
V. 82, p. 131, WCDR

W. ELKIN SURVEY, A-178



NORTH FOREST DRIVE
60 Ft. R.O.W

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF WALKER §

We, Peter Gyoerkoes and Brenda Gyoerkoes, co-Owners of the certain tract of land shown hereon and described in deeds recorded in Vol. 1317, p. 161 and 1319, pg. 299 both of the Official Public Records of Walker County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby Replat said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Walker County may deem appropriate and do hereby state that all public roadways and easements as shown on this plat are free of liens or this dedication is approved by a lienholder. This subdivision is to be known as PLAT OF LOT 5A, BEING A REPLAT OF LOTS 5 & 6, BLOCK 1, SECTION FIVE, WILDWOOD SHORES.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____, 20_____

Signed _____
Peter Gyoerkoes Brenda Gyoerkoes

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF WALKER §

This Instrument was acknowledged before me
Dated this _____ day of _____, 20 _____
by Peter Gyoerkoes.

Notary Public for State of Texas

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF WALKER §

This Instrument was acknowledged before me
Dated this _____ day of _____, 20 _____
by Brenda Gyoerkoes.

Notary Public for State of Texas

APPROVAL OF COMMISSIONERS COURT

STATE OF TEXAS §
COUNTY OF WALKER §

The Commissioners Court of Walker County, Texas, does hereby certify that this map or plat, for a subdivision having been fully presented to the Commissioners Court of Walker County, Texas, and by the said Court duly considered, was on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Walker County, Texas. This certification is based upon the representations of the developer/developer's agent, engineer, sanitarian, and/or surveyor whose seal(s) and/or signatures are affixed hereto. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Walker County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

DATED this _____ day of _____, 20_____

Colt Christian
County Judge

Danny Kuykendall
Commissioner, Precinct 1

Bill Daugeffe
Commissioner, Precinct 3

Ronnie White
Commissioner, Precinct 2

Brandon Decker
Commissioner, Precinct 4

CERTIFICATION BY THE SURVEYOR

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



Harold E. McAdams
Registered Professional Land Surveyor No. 2005

CERTIFICATION BY THE COUNTY CLERK

STATE OF TEXAS §
COUNTY OF WALKER §

I, Karl A. French, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office

on the _____ day of _____, 20_____

at _____ o'clock, _____ M., and duly recorded this

on the _____ day of _____, 20_____

at _____ o'clock, _____ M., in the Plat Records of said County in

Volume _____, page _____

Karl A. French, Clerk County
Court of Walker County, Texas

By _____ Deputy



PLAT OF

LOT 5A

BEING A REPLAT OF

LOTS 5 & 6, BLOCK 1
SECTION FIVE
WILDWOOD SHORES

A. WHITTAKER SURVEY, A-581
WALKER COUNTY, TEXAS

OCTOBER 2023

1" = 30 FEET

H.E. McADAMS & SON SURVEYING, INC.
Registered Professional Land Surveyors
P.O. Box 5047, Huntsville, Texas 77342
TBPELS Firm No. 10154425

22133-1

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 Gyoerkoes	A2. Property Owner's First Name Peter	Application Number: P-2023-021
A3. Mailing Address [REDACTED]		Date of Submittal: 4-6-2023
		Precinct Number: 4
City [REDACTED]	State [REDACTED]	ZIP Code [REDACTED]
A4. Primary Telephone Number [REDACTED]	A5. Alternate Phone Number [REDACTED]	
A6. Email Address [REDACTED]	A7. Name of Lienholder (If no lienholder mark "None")	
SECTION B - PROFESSIONAL SERVICES		
<p>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.</p>		
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 <i>Information for the tract or tracts of land that are the subject of the plat application</i>				
C1. Is the property located within the city limits of Huntsville, New Waverly, or Riverside? (Mark with "X")			*Yes	<input checked="" type="checkbox"/> No
<i>*If the answer to C1 is "Yes" then the applicant will need to apply to the City having jurisdiction.</i>				
C2. Is the property within two miles of the City of Huntsville? (Mark with "X")			*Yes	<input checked="" type="checkbox"/> No
<i>*If the answer to C2 is "Yes" then the applicant will need to submit any plat applications to the City of Huntsville.</i>				
C3. Is the property within 1/2 mile of the City of New Waverly? (Mark with "X")			Yes	<input checked="" type="checkbox"/> No
<i>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"</i>				
C4. Property Acreage 0.42 Ac.	C5. Appraisal Geographic ID # PID No. 47490, 47491 & 47492	C6. Survey Name A. WHITTAKER		C7. Abstract # A-521
<i>Section C8 – C11 are for Amending Plat and Replat Applications only.</i>				
C8. Subdivision Name <small>PLAT OF LOT 22A, BEING A REPLAT OF LOTS 22, 23 & 24, BLOCK 1, SECTION EIGHT, WILDWOOD SHORES</small>		C9. Lot #s 22A	C10. Block #	C11. Section # SECTION EIGHT
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 # Inst. 58981	Page	<input type="checkbox"/>	Walker County Deed Records (WCDR) (Generally before 1986)	
		<input checked="" type="checkbox"/>	Walker County Official Public Records (WCOPR)	
Volume / Document # Inst. 85741	Page	<input type="checkbox"/>	Walker County Deed Records (WCDR) (Generally before 1986)	
		<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)	
SECTION D – APPLICATION TYPE <i>Please choose a single application type from the list below and mark with an "X".</i>				
D1. _____ Plat Application (This application is required for all plat applications including improvements <u>or</u> including more than 4 lots)				
D2. _____ Minor Plat Application (This application is required for minor subdivisions with no proposed infrastructure <u>and</u> 4 or less lots.)				
D3. X 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.			X	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 -----	F2. Original # of Tracts 3	F3. # of Proposed Lots 1	F4. Proposed Name of Subdivision PLAT OF LOT 22A, BEING A REPLAT OF LOTS 22, 23 & 24, BLOCK 1, SECTION EIGHT, WILDWOOD SHORES
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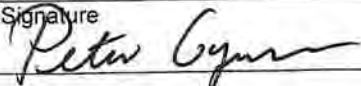
SECTION G – ENGINEERING AND PROPOSED IMPROVEMENTS

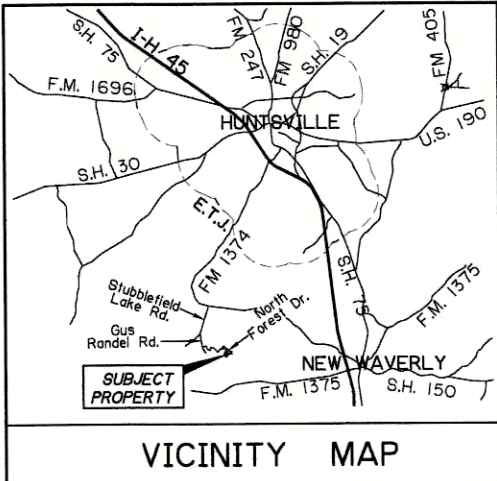
G1. Will the proposed subdivision utilize a public water system?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
G2. Will the proposed subdivision utilize individual on-site sewage facilities?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
G3. Will the proposed 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

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:

- 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 	Date 4-5-21	Printed Name Peter GYOERKOES
THE STATE OF _____ § COUNTY OF _____ §		
Before me _____ a notary public on this day personally appeared _____, 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 _____ Day of _____, 2019.		



United States of America (U.S. Forest Service)
Call 157 ac. Tract J12v
V. 82, p. 131, WCDR

W. ELKIN SURVEY, A-178

A. WHITTAKER SURVEY, A-581

NOTES:

- The purpose of this plat is to consolidate Lots 22, 23 & 24, Block 1, Section Eight, Wildwood Shores recorded in Vol. 4, pg. 22, Plat Records of Walker County, Texas, thereby creating Lot 22A shown hereon.
- Coordinates, bearings, distances and areas surveyed hereon are Grid NAD 83 (1993), Texas Central Zone as determined by Global Positioning System (GPS) with NGS OPUS post processing. Distances hereon may be converted to Geodetic Horizontal (surface) by dividing by a Combined Scale Factor of 0.99988.
- Plastic caps on corners denoted "Fnd. 1/2" I. rod with plastic cap" hereon are yellow in color and stamped "TPS 100834-00".
- 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 0500D and Map No. 48471C0500D dated August 16, 2011.
- This survey was completed without an Abstract of Title. There may be easements and other matters not shown.

WALKER COUNTY NOTES

- All owners of lots within the subdivision shall have the responsibility of complying with the Walker County Subdivision Regulations' policies on drainage runoff due to the development of impervious areas created through the development of the lot for residential, commercial, or recreational use. It is the responsibility of lot owners to comply with any regulations or limitations noted, and permits issued by Walker County for development do not act as a waiver or variance of the lot owner's responsibility to provide for excess runoff and drainage created by the permitted development. If detention of water is necessary in order to comply with the local, state, or federal regulations including but not limited to the Walker County Subdivision Regulations then the owner may be able to accomplish compliance with said policies through creating detention on a single lot, multiple lots, or the entire subdivision depending on the circumstances involved and depending on the owner's ability to obtain the cooperation of other owners in the subdivision. A copy of an agreement between owners to create detention shall be submitted to Walker County and filed in the public records becoming a restriction on future owners, heirs, and assigns.
- All lots within the subdivision and the owners thereof must continue to accept all existing drainage flows and drainage structures in place at the time of development that are a part of or necessary to the existing or designed roads infrastructure or the existing or designed system of drainage, in addition to all natural flows of water entering onto or crossing the property.
- No structure or land within this plat shall hereafter be developed without first obtaining a Development Permit from the Walker County Floodplain Administrator unless the proposed development is exempt or excepted from the Walker County Floodplain Development Regulations.
- The lowest finished floor elevation shall be in minimum compliance with the Local, State, or Federal regulations whichever elevation is higher.
- Cluster and individual mailboxes, if allowed, shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within County arterial right-of-way shall meet the current TxDOT standards. Any mailbox that interferes or negatively affects the maintenance or use of the roads or drainage system may be removed by Walker County.
- It is the responsibility of the Owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
- The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the Owners of the tract of land covered by this plat or a designated property owner's association must install and maintain at their own expense all roads, storm-water management controls, traffic control devices, and signage that may be required until such time, if any, said infrastructure in the subdivision have been accepted for public maintenance.
- If any portion of the original parent tract being subdivided as a Minor Subdivision is further subdivided so that the total number of daughter tracts created from the original parent tract exceeds four, then all lots created must be addressed by the re-plat application engineering plans, including detention for all new lots created by the re-plat.
- This plat does not seek to change or amend any existing deed restrictions.

APPROVAL OF COMMISSIONERS COURT

STATE OF TEXAS §
COUNTY OF WALKER §

The Commissioners Court of Walker County, Texas, does hereby certify that this map or plat, for a subdivision having been fully presented to the Commissioners Court of Walker County, Texas, and by the said Court duly considered, was on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Walker County, Texas. This certification is based upon the representations of the developer/developer's agent, engineer, sanitarian, and/or surveyor whose seal(s) and/or signatures are affixed hereto. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Walker County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

DATED this _____ day of _____, 20_____.

Colt Christian
County Judge

Danny Kuykendall
Commissioner, Precinct 1

Ronnie White
Commissioner, Precinct 2

Bill Daugeite
Commissioner, Precinct 3

Brandon Decker
Commissioner, Precinct 4

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF WALKER §

We, Peter Gyoerkoes and Brenda Gyoerkoes, co-Owners of the certain tract of land shown hereon and described in deeds recorded in Instrument Numbers 58981 and 85741, both of the Official Public Records of Walker County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby Replat said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Walker County may deem appropriate and do hereby state that all public roadways and easements as shown on this plat are free of liens or this dedication is approved by a lienholder. This subdivision is to be known as PLAT OF LOT 22A, BEING A REPLAT OF LOTS 22, 23 & 24, BLOCK 1, SECTION EIGHT, WILDWOOD SHORES.

TO CERTIFY WHICH, WITNESS by my hand this _____ day of _____, 20_____.

Signed _____

Peter Gyoerkoes

Brenda Gyoerkoes

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF WALKER §

This Instrument was acknowledged before me

Dated this _____ day of _____, 20_____

by Peter Gyoerkoes.

Notary Public for State of Texas

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF WALKER §

This Instrument was acknowledged before me

Dated this _____ day of _____, 20_____

by Brenda Gyoerkoes.

Notary Public for State of Texas

CERTIFICATION BY THE SURVEYOR

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



Harold E. McAdams
Registered Professional Land Surveyor No. 2005

By _____ Deputy

PLAT OF

LOT 22A

BEING A REPLAT OF

LOTS 22, 23 & 24, BLOCK 1
SECTION EIGHT
WILDWOOD SHORES

A. WHITTAKER SURVEY, A-581
WALKER COUNTY, TEXAS

OCTOBER 2023

1" = 30 FEET

H.E. McADAMS & SON SURVEYING, INC.
Registered Professional Land Surveyors
P.O. Box 5247, Huntsville, Texas 77342
TBPLS Firm No. 10194425

22133-2

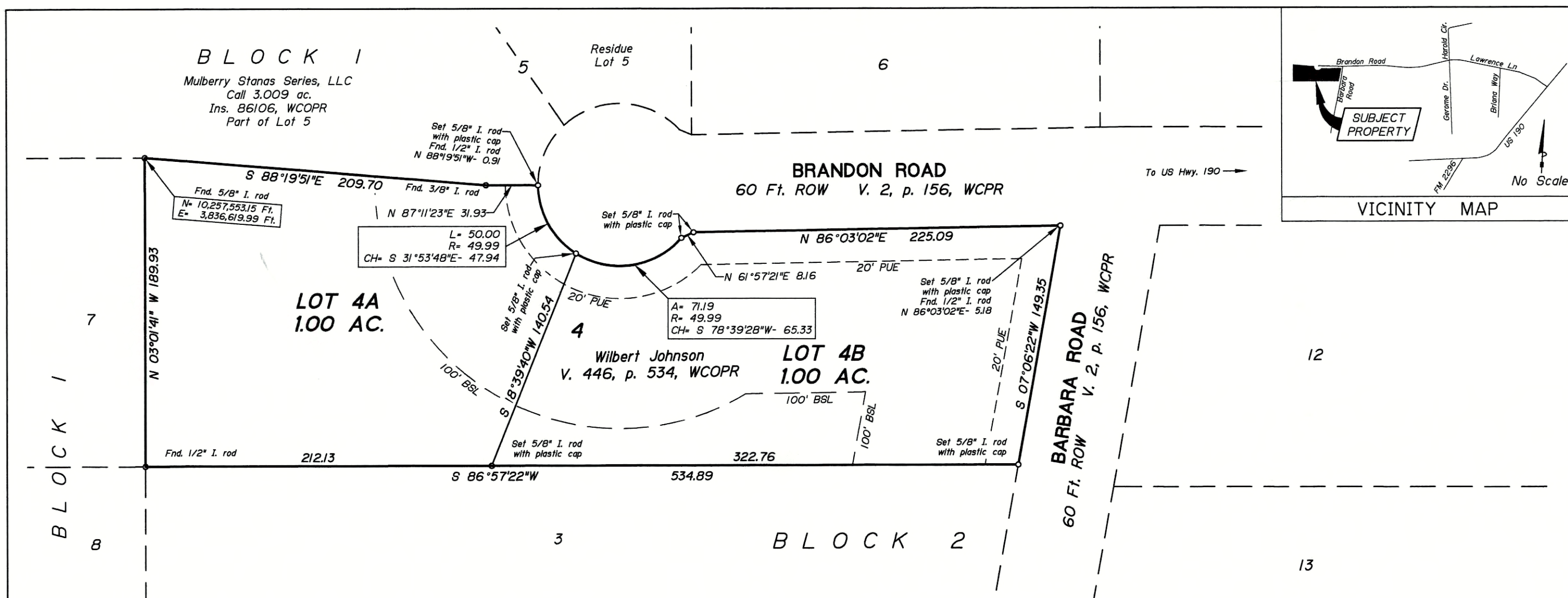
WALKER COUNTY PLAT APPLICATION

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 <div style="text-align: center; font-size: 1.2em;">Johnson</div>	A2. Property Owner's First Name <div style="text-align: center; font-size: 1.2em;">Wilbert A</div>	Application Number: <div style="text-align: center; font-size: 1.2em;">P-2023-024</div>
A3. Mailing Address <div style="background-color: black; height: 20px; width: 100%;"></div>		Date of Submittal: <div style="text-align: center; font-size: 1.2em;">4-13-23</div>
		Precinct Number: <div style="text-align: center; font-size: 1.2em;">3</div>
City <div style="text-align: center; font-size: 1.2em;">Huntsville</div>	State <div style="text-align: center; font-size: 1.2em;">TX</div>	ZIP Code <div style="text-align: center; font-size: 1.2em;">77320</div>
A4. Primary Telephone Number <div style="background-color: black; height: 20px; width: 100%;"></div>	A5. Alternate Phone Number	
A6. Email Address <div style="text-align: center; font-size: 1.2em;">N/A</div>	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.) <div style="text-align: center; font-size: 1.2em;">Harold McAdams</div>	B2. Phone Number of R.P.L.S.	
B3. Email of R.P.L.S.	B4. Mailing Address of R.P.L.S.	
<input checked="" type="checkbox"/> B5. Name of Professional Engineer	<input checked="" type="checkbox"/> B6. Phone Number of P.E.	
<input checked="" type="checkbox"/> B7. Email of P.E.	<input checked="" type="checkbox"/> B8. Mailing Address of P.E.	
<input checked="" type="checkbox"/> B9. Name of Authorized Representative	<input checked="" type="checkbox"/> B10. Phone Number of Authorized Representative.	
<input checked="" type="checkbox"/> B11. Email of Authorized Representative	<input checked="" type="checkbox"/> B12. Mailing Address of Authorized Representative.	

SECTION C – PARENT TRACT PROPERTY INFORMATION <i>Information for the tract or tracts of land that are the subject of the plat application</i>			
C1. Is the property located within the city limits of Huntsville, New Waverly, or Riverside? (Mark with "X")		*Yes	<input checked="" type="checkbox"/> No
<i>*If the answer to C1 is "Yes" then the applicant will need to apply to the City having jurisdiction.</i>			
C2. Is the property within two miles of the City of Huntsville? (Mark with "X")		*Yes	<input checked="" type="checkbox"/> No
<i>*If the answer to C2 is "Yes" then the applicant will need to submit any plat applications to the City of Huntsville.</i>			
C3. Is the property within 1/2 mile of the City of New Waverly? (Mark with "X")		Yes	<input checked="" type="checkbox"/> No
<i>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"</i>			
C4. Property Acreage 2.003	C5. Appraisal Geographic ID # 5142-002-0-00400	C6. Survey Name E. H. Grisham	C7. Abstract # A-221
Section C8 – C11 are for Amending Plat and Replat Applications only.			
C8. Subdivision Name LAKE JACKSON ESTATES		C9. Lot #s 4	C11. Section # 2
		C10. Block # 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") <i>If more than one tract please indicate multiple deeds.</i>			
Volume / Document # 446	Page 534	<input type="checkbox"/>	Walker County Deed Records (WCDR) (Generally before 1986)
		<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			
<i>Please choose a single application type from the list below and mark with an "X".</i>			
D1. _____ Plat Application (This application is required for all plat applications including improvements <u>or</u> including more than 4 lots)			
D2. _____ Minor Plat Application (This application is required for minor subdivisions with no proposed infrastructure <u>and</u> 4 or less lots.)			
D3. <input checked="" type="checkbox"/> 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.		<input checked="" type="checkbox"/> Yes, a review is requested	<input type="checkbox"/> 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 2.003	F2. Original # of Tracts 1	F3. # of Proposed Lots 2	F4. Proposed Name of Subdivision LAKE JACKSON ESTATES
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 type="checkbox"/> Yes <input checked="" 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. <u>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.</u> 			
Signature _____		Date 4-13-23	Printed Name Wilbert A. Johnson
THE STATE OF _____ § COUNTY OF _____ § Before me _____ a notary public on this day personally appeared _____, 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 _____ Day of _____, 20____.			



APPROVAL OF COMMISSIONERS COURT

STATE OF TEXAS §
COUNTY OF WALKER §

The Commissioners Court of Walker County, Texas, does hereby certify that this map or plat, for a subdivision having been fully presented to the Commissioners Court of Walker County, Texas, and by the said Court duly considered, was on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Walker County, Texas. This certification is based upon the representations of the developer/developer's agent, engineer, sanitarian, and/or surveyor whose seal(s) and/or signatures are affixed hereto. This certification is made solely upon such representations and should not be relied upon for verifications of the facts alleged. Walker County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

DATED this _____ day of _____, 20____

Colt Christian
County Judge

Danny Kuykendall
Commissioner, Precinct 1

Bill Daugette
Commissioner, Precinct 3

Ronnie White
Commissioner, Precinct 2

Brandon Decker
Commissioner, Precinct 4

OWNER'S ACKNOWLEDGEMENT AND DEDICATION

STATE OF TEXAS §
COUNTY OF WALKER §

I, Wilbert Johnson, sole owner of the certain tract of land shown hereon and described in a deed recorded in Vol. 446, p. 534 of the Official Public Records of Walker County, Texas, and do hereby state that there are no lien holders of the certain tract of land, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Walker County may deem appropriate and do hereby state that all public roadways and easements as shown on this plat are free of liens or this dedication is approved by a lienholder. This subdivision is to be known as Plat of Wilbert Johnson Property Being a Replat of Lot 4, Block 2, Section 2, Lake Jackson Estates.

TO CERTIFY WHICH, WITNESS by my hand this 5TH day of May, 2023

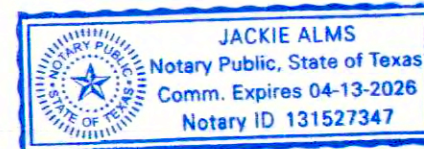
Wilbert A. Johnson
Wilbert Johnson
4 Brandon Road
Huntsville, Texas 77320

NOTARY PUBLIC ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF WALKER §

This Instrument was acknowledged before me
Dated this 5TH day of May, 2023
by Wilbert Johnson.

Jackie Alms
Notary Public for State of Texas



NOTES:

- The purpose of this plat is to divide Lot 4, Block 2, Section 2 of Lake Jackson Estates recorded in Volume 2, page 156, Plat Records of Walker County, Texas thereby creating Lot 4A and 4B shown hereon.
- Coordinates, bearings, distances and areas surveyed hereon are Grid NAD 83 (1993), Texas Central Zone as determined by Global Positioning System (GPS) with NGS OPUS post processing. Distances hereon may be converted to Geodetic Horizontal (surface) by dividing by a Combined Scale Factor of 0.999988.
- Plastic caps referenced hereon are 1-3/4" diameter, yellow in color and stamped "H.E. McAdams, R.P.L.S. No. 2005".
- 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 0350D and Map No. 48471C0350D dated August 16, 2011.
- Lot 4, Block 2, Section 2 of Lake Jackson Estates includes a portion of Lots 5 and 6, Block 2, Section 1 of Lake Jackson Estates recorded in Volume 2, page 66, Plat Records of Walker County.
- This survey was completed without an Abstract of Title. There may be easements and other matters not shown.

COUNTY NOTES

- All owners of lots within the subdivision shall have the responsibility of complying with the Walker County Subdivision Regulations' policies on drainage runoff due to the development of impervious areas created through the development of the lot for residential, commercial, or recreational use. It is the responsibility of lot owners to comply with any regulations or limitations noted, and permits issued by Walker County for development do not act as a waiver or variance of the lot owner's responsibility to provide for excess runoff and drainage created by the permitted development. If detention of water is necessary in order to comply with the local, state, or federal regulations including but not limited to the Walker County Subdivision Regulations then the owner may be able to accomplish compliance with said policies through creating detention on a single lot, multiple lots, or the entire subdivision depending on the circumstances involved and depending on the owner's ability to obtain the cooperation of other owners in the subdivision. A copy of an agreement between owners to create detention shall be submitted to Walker County and filed in the public records becoming a restriction on future owners, heirs, and assigns.
- All lots within the subdivision and the owners thereof must continue to accept all existing drainage flows and drainage structures in place at the time of development that are a part of or necessary to the existing or designed roads infrastructure or the existing or designed system of drainage, in addition to all natural flows of water entering onto or crossing the property.
- No structure or land within this plat shall hereafter be developed without first obtaining a Development Permit from the Walker County Floodplain Administrator unless the proposed development is exempt or excepted from the Walker County Floodplain Development Regulations.
- The lowest finished floor elevation shall be in minimum compliance with the Local, State, or Federal regulations whichever elevation is higher.
- Cluster and individual mailboxes, if allowed, shall be set three feet from the edge of the pavement or behind curbs, when used. All mailboxes within County arterial right-of-way shall meet the current TxDOT standards. Any mailbox that interferes or negatively affects the maintenance or use of the roads or drainage system may be removed by Walker County.
- It is the responsibility of the Owner, not the County, to assure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
- The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain data, in particular, may change. It is further understood that the Owner(s) of the tract of land covered by this plat or a designated property owner's association must install and maintain at their own expense all roads, storm-water management controls, traffic control devices, and signage that may be required until such time, if any, said infrastructure in the subdivision have been accepted for public maintenance.
- If any portion of the original parent tract being subdivided as a Minor Subdivision is further subdivided so that the total number of daughter tracts created from the original parent tract exceeds four, then all lots created must be addressed by the re-plat application engineering plans, including detention for all new lots created by the re-plat.
- This plat does not seek to change or amend any existing deed restrictions.

ON-SITE SEWAGE FACILITY REVIEW

Based upon a review of the plat and plans as represented by the said engineer or surveyor, I, the below signed design/review professional, being qualified to make said determination under Texas law, find that this plat complies with the requirements of the Walker County On-Site Sewage Facility Regulations, and Title 30 of the Texas Administrative Code, Chapter 285, including but not limited to the suitability of the proposed lots to accommodate on-site sewage facilities within the proposed development considering all of the requirements of Title 30, 285 TAC and any applicable local orders. I also agree that Walker County, its agents, and assigns bear no responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

John Katambani
Date 5/4/23
Prof. Sanitarian No. 3710
LICENSURE PROFESSIONAL SANITARIAN

CERTIFICATION BY THE COUNTY CLERK

STATE OF TEXAS §
COUNTY OF WALKER §

I, Karl A. French, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office

on the _____ day of _____, 20____, at _____ o'clock, _____ M.

and duly recorded on the _____ day of _____, 20____,

at _____ o'clock, _____ M. in the Plat Records of said County in Volume _____, page _____

Karl A. French, Clerk County
Court of Walker County, Texas

By: _____, Deputy

CERTIFICATION BY THE SURVEYOR

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



Harold E. McAdams
Harold E. McAdams
Registered Professional Land Surveyor No. 2005

PLAT OF DIVISION OF
WILBERT JOHNSON PROPERTY

BEING A REPLAT OF
LOT 4, BLOCK 2
SECTION 2
LAKE JACKSON ESTATES
E.H. GRISHAM SURVEY, A-221
WALKER COUNTY, TEXAS

OCTOBER 2023

SCALE: 1" = 60 FEET
H.E. McADAMS & SON SURVEYING, INC.
Registered Professional Land Surveyors
P.O. Box 5047, Huntsville, Texas 77342
TBPES Firm No. 10194425

23018

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 Greg Wilmeth		Application Number: P# 2023-008
A2. Property Owner's Street Address [REDACTED]		Date of Submittal: 5-11-2023
City New Waverly	State Texas	ZIP Code 77358
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.) 45.33 ac, Vol. 725, pg. 759, WCOPR 45.33 ac, Vol. 240, pg. 30, WCOPR		
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 D. TOLER, A-546	B2. Tax ID Number(s) of Parent Tract 20825	B3. Deed Volume/Page 725-759, WCOPR & 240-30, WCOPR
B4. Existing or Proposed Name of Subdivision WOODHAVEN SUBDIVISION	B5. Is the application for a division of a lot in an Existing Platted Subdivision? (Yes/No) NO	
THE ABOVE NAMED APPLICANT DOES HEREBY MAKE AN APPEAL TO THE COMMISSIONER'S COURT OF WALKER COUNTY FOR A VARIANCE TO THE REGULATORY REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF WALKER COUNTY, TEXAS.		
SECTION C – LIST OF ATTACHMENTS Please list any supporting documents or submittals included with the variance request as attachments.		
Description of Attachment(s)		Exhibit #
c.1 TheisAnalysis 15 Lots.xlsx		
c.2 Wilmeth Letter 2023.04.18.pdf		
c.3 Draft of Woodhaven Subdivision CC&Rs		
c.4 Exhibit E.2		

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) 3.36.3 of the Subdivision Regulations of Walker County, Texas as follows:

Variance for groundwater approval for individual wells, specifically 3.36.3, the TCEQ
approved form

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”):

See attached exhibit E.2

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

Yes X No _____

If yes please explain below:

Please see attached Exhibit E.2

- 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 X No _____ Please list the additional measures below.

Please see attached Exhibit E.2

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

Signature of Owner/Applicant



Date

5-10-23

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

William R. Hutchison, Ph.D., P.E., P.G.
Independent Groundwater Consultant

9305 Jamaica Beach
Jamaica Beach, TX 77554
512-745-0599
billhutch@texasgw.com
www.texasgw.com

April 18, 2023

Mr. Zach Holland
General Manager
Bluebonnet Groundwater Conservation District
PO Box 269
Navasota, TX 77868-0269

RE: Wilmeth Plat Analysis

Dear Mr. Holland,

Overview

Pursuant to your request, I have completed an analysis that yields a recommendation for minimum well depths in the proposed Wilmeth Plat in Walker County.

The analysis consists of two elements described in this letter:

- A presentation of Phase I-a tables with existing information from the HAGM (the Groundwater Availability Model of the northern portion of the Gulf Coast Aquifer).
- An analysis of future drawdown in the area.

Based on the analysis described below, I recommend that, if the subdivision is approved, the well depth for each lot should be no less than 300 feet to avoid dry wells in the future. Factors considered in making this recommendation are:

- Historic depth to water from a well less than two miles from the proposed subdivision,
- Drawdown associated with pumping all 15 wells in the proposed subdivision,
- The historic drawdown in a well less than two miles from the proposed subdivision during a drought period in the late-1980s/early-1990s, and
- Potential drawdown in the region due to growth.

Phase I-a Analysis

On April 14, 2023, you provided two kml files and a pdf of the proposed plat. The land is proposed to be subdivided into 15 lots of varying sizes.

Initially, I used the kml files to pick coordinates at the western tip, northern tip, and eastern tip of the subdivision. Based on these coordinates, the proposed subdivision lies within two model cells of the HAGM: Row 25, Column 129 and Row 26, Column 129.

The data from these cells was extracted from the Excel file *BGCD Parameters.xlsx*. The associated tables are the information normally prepared for a Phase I-a report, and are provided below:

Table 1. Model Grid Parameters

County Name	Walker	Walker	Walker	Walker
County Code	236	236	236	236
Outcrop Layer	3	3	3	3
Layer	3	4	3	4
Row	25	25	26	26
Column	129	129	129	129
x-coordinate (GAM-ft)	6350031.5	6350031.5	6353253.5	6353253.5
y-coordinate (GAM-ft)	19466594	19466594	19462412	19462412
Surface Elevation (ft MSL)	375	375	366	366
Cell Top Elevation (ft MSL)	375	143	366	78
Cell Bottom Elevation (ft MSL)	143	-727	78	-790
Cell Thickness (ft)	232	870	288	868
Clay Thickness (ft)	26	506	37	499
Clay Thickness (% of Cell Thickness)	11.23	58.16	12.82	57.49

Table 2. HAGM Aquifer Parameters

County Name	Walker	Walker	Walker	Walker
County Code	236	236	236	236
Outcrop Layer	3	3	3	3
Layer	3	4	3	4
Row	25	25	26	26
Column	129	129	129	129
Hydraulic Conductivity (ft/day)	0.02	3.62	0.02	8.69
Transmissivity (gpd/ft)	33	23,574	40	56,447
Leakage (1/day)	1.16E-09	0.00E+00	6.95E-09	0.00E+00
Storativity (dimensionless)	5.00E-02	3.29E-04	5.00E-02	3.34E-04
Elastic Storativity (dimensionless)	2.60E-07	1.41E-06	3.20E-07	1.38E-06
Inelastic Storativity (dimensionless)	2.60E-05	1.41E-04	3.20E-05	1.38E-04

Table 3. HAGM Results

County Name	Walker	Walker	Walker	Walker
County Code	236	236	236	236
Outcrop Layer	3	3	3	3
Layer	3	4	3	4
Row	25	25	26	26
Column	129	129	129	129
Groundwater Elevation in 2009 (ft MSL)	316	157	316	145
Groundwater Elevation in 2080 (ft MSL)	316	-76	314	-93
DFC Drawdown (ft)	0	233	2	238
Artesian Head (ft)	-59	14	-50	67
Subsidence in 2009 (ft)	0.01	0.01	0.01	0.01
Subsidence in 2080 (ft)	0.05	0.05	0.05	0.05
Subsidence from 2009 to 2080 (ft)	0.04	0.04	0.04	0.04
Cell Pumping in 2009 (AF/yr)	0	13.36	0	13.36
Cell Pumping in 2080 (AF/yr)	0	74.06	0	74.06

Table 4. Theis Parameters

County Name	Walker	Walker
County Code	236	236
Outcrop Layer	3	3
Layer	4	4
Row	25	26
Column	129	129
Drawdown in Production Well at 100 gpm for 36 hours	9.08	3.97
Drawdown 1/2 mile from Production Well at 100 gpm for 36 hours	0.80	0.50
Drawdown 1/2 miles from Production Well at 100 gpm for 1 year	3.42	1.60
Drawdown-Pumping Ratio for Production Well for 36 hours	0.09080	0.03966
Drawdown-Pumping Ratio for 1/2 mile from Production Well for 36 hours	0.00803	0.00496
Drawdown-Pumping Ratio for 1/2 mile from Production Well for 1 yr	0.03417	0.01601

Simulation of Pumping

Please note that in Table 4, there is an assumption of pumping at 100 gpm for drawdown calculations. Phase I-a reports are prepared for permitted wells with casing diameters greater than 8 inches. Because this analysis involves 15 small domestic wells, the Theis calculations used in the Phase I-a report are not suitable, and the analysis was modified to meet the objectives.

I used the kml files in Google Earth to pick coordinates near the center of each lot. These latitude and longitude coordinates were then converted to GAM coordinates (in feet) using Surfer (a commercial gridding program) to complete distance calculations between each lot.

It was assumed that a well would be constructed on each lot. The analysis consisted of simulating pumping of each well at a rate of 17.5 gallons per minute for 10 years and calculating the drawdown in each well due to the pumping of all 15 wells. Admittedly, this would be considered a worst-case scenario.

The spreadsheet (*TheisAnalysis 15 lots.xlsx*) attached to the email transmitting this letter was used to complete the calculations and provide some supplementary data and information in developing the minimum well depth recommendation. The spreadsheet consists of eight tabs:

- *Input and Summary Output*
- *Drawdown Detail*
- *Theis Calcs*
- *Lot Distance Grid*
- *Quad 712 Annual Precipitation Graph*
- *Well 60-29-403 Hydrograph*
- *Well 60-29-402 Data*
- *MAG Pumping*

The *Input and Summary Output* is presented below as Table 5.

Table 5. *Input and Summary Output* Tab of *TheisAnalysis 15 lots.xlsx*

One Layer Analytical Model (Theis Equation)

Project Name: Proposed Wilmeth Plat

Date: 4/17/2023

Aquifer Characteristics and Pumping Parameters

Transmissivity (gpd/ft) 23,974

Storativity 3.29E-04

Pumping Rate (gpm) 17.5

Time (days) 3,650

Lot Data and Summary Results

Lot	X-Coordinate (GAM - ft)	Y-Coordinate (GAM - ft)	Lowest Recorded DTW (in 1967) in 425' Well < 2 miles away (ft) (GAM in 2009 = 218 ft)	Pumping Well Drawdown (ft)	Subdivision Interference (ft)	Total Subdivision Drawdown (ft)	Historic Drawdown (1975 to 1989) Measured in 425' Well < 2 miles away (ft)	Potential Drawdown with Area Growth (ft) (GAM prediction = 233 ft)	Minimum Well Depth (ft)
1	6349620	19463781	145	2.33	11.26	13.60	93	40	292
2	6350320	19464076			11.90	14.23			292
3	6350285	19463407			11.71	14.04			292
4	6351425	19464294			12.85	15.18			293
5	6351777	19465042			12.73	15.06			293
6	6352157	19465208			12.63	14.96			293
7	6352390	19464704			13.33	15.66			294
8	6352323	19464470			13.65	15.98			294
9	6352129	19464076			14.19	16.52			295
10	6352490	19464207			13.78	16.12			294
11	6352649	19464010			13.70	16.03			294
12	6352251	19463711			13.47	15.80			294
13	6352883	19463748			13.33	15.66			294
14	6352918	19463604			13.10	15.44			293
15	6352552	19463712			13.57	15.91			294

Aquifer transmissivity and storativity were obtained from Table 1 (Layer 4, Row 25, Column 129). The pumping rate and time of pumping were assumed. Characteristic of a Theis analysis, a pumping time of one year is not much different than a pumping time of 10 years because drawdown responds logarithmically (not linearly) to pumping.

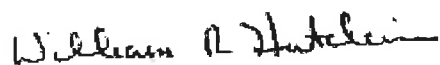
The “Lot Data and Summary Results” section includes:

- The lot number (Column A).
- The coordinates for each lot obtained from the kml file as described above (Columns B and C).
- The lowest recorded depth to water in Well 92-29-402 (located 1.8 miles from the proposed subdivision) in 1967. Please note that the HAGM estimates the December 2009 depth-to-water at this location as 218 feet (Column D, assumed equal for all lots).
- The pumping well drawdown of the individual well on the listed lot (Column E, calculated as equal for all lots).
- The drawdown associated with pumping the other 14 wells in the proposed subdivision. Details of these estimated drawdowns are in the *Drawdown Detail* and *Theis Calcs* tabs in the spreadsheet (Column F).
- The total drawdown in each well in the subdivision due to its own pumping and the interference from other wells in the subdivision (Column G).

- Column H estimates the historic drawdown from 1975 to 1989 in Well 92-29-402 from 1975 to 1989 (assumed equal for all lots). The large drawdown in the late 1980s/early 1990s coincided with a drought period (please refer to Quad 712 annual precipitation graph in spreadsheet). The data for Well 92-29-402 is presented in the spreadsheet due to the unusual history of depth-to-water measurements. Prior to 1970, the depth-to-water was much greater than in more recent years. Monitoring of the well stopped in 1994. The early data may have been measured in a different well than in more recent years, and the well identification was erroneous. Without further details that are beyond the downloaded record, it is not possible to explain the discrepancy.
- Column I estimates the potential drawdown due to area growth was estimated to be 40 feet (assumed equal for all lots). As noted in Table 3, DFC drawdown from 2010 to 2080 is estimated to be over 200 feet. This is likely an unrealistic estimate as the estimated pumping (modeled available groundwater, or MAG) is over 40,000 AF/yr as can be seen on the *MAG Pumping* tab of the spreadsheet.
- Column J presents the sum of the depth to water, total subdivision drawdown, historic drawdown, and potential drawdown due to area growth is the final column. This represents the recommended minimum well depth (about 300 feet).

I appreciate the opportunity to work with you on this effort. Please call me at 512-745-0599 or email me at billhutch@texasgw.com if you have any questions.

Sincerely,



William R. Hutchison, Ph.D., P.E., P.G.

One Layer Analytical Model (Theis Equation)

Project Name: Proposed Wilmeth Plat

Date: 4/17/2023

Aquifer Characteristics and Pumping Parameters

Transmissivity (gpd/ft) 23,974
Storativity 3.29E-04
Pumping Rate (gpm) 17.5
Time (days) 3,650

Lot Data and Summary Results

Lot	X-Coordinate (GAM - ft)	Y-Coordinate (GAM - ft)	Lowest Recorded DTW (in 1967) in 425' Well < 2 miles away (ft) (GAM in 2009 = 218 ft)	Pumping Well Drawdown (ft)	Subdivision Interference (ft)	Total Subdivision Drawdown (ft)	Historic Drawdown (1975 to 1989) Measured in 425' Well < 2 miles away (ft)	Potential Drawdown with Area Growth (ft) (GAM prediction = 233 ft)	Minimum Well Depth (ft)
1	6349620	19463781	145	2.33	11.26	13.60	93	40	292
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13	6352883	19463748			13.33	15.66			294
14	6352918	19463604			13.10	15.44			293
15	6352552	19463712			13.57	15.91			294

Exhibit E.2

WOODHAVEN SUBDIVISION

JUSTIFICATION FACTORS AFFECTING VARIANCE

Dear Commissioners,

I would like for you to consider granting me a variance or amendment to Walker County Subdivision Regulations, Section 3.36.3 (Variance to “(3) The certificate shall be submitted with a TCEQ approved form.”) based on the following information.

I feel like I have met all of the requirements of Section 3.36, except for (3), which specifically asks for the report to be submitted on a TCEQ approved form. The TCEQ process requires physical wells to be drilled and monitored on site. As previously provided, this would add significant, arguably unreasonable cost to our plat request. The TCEQ report was created to address availability concerns for areas of undefined or minimally used groundwater resources. It has been stated in Commissioners Court by 3 different people involved in water resources that Walker County does not have a water availability issue, but there is concern regarding minimum well depths to minimize individual and cumulative impacts.

Since its creation, groundwater science has advanced substantially. The direction from discussions has been to provide the County, developer and future owners information to understand possible impacts, interferences from water wells and ultimately minimum well depths to continue to allow the continued use of private water wells in the future.

The County initiated assistance from the Bluebonnet Groundwater Conservation District (Bluebonnet GCD) after my previous variance requests. Based on discussions with the Court regarding the groundwater availability certification and the intended information provided from the TCEQ study, Bluebonnet GCD conducted the Wilmeth Plat Analysis for the Court's consideration.

Bluebonnet GCD requested information from us in preparation of the study which we readily provided. We were provided with the study after its submission to the County, which generally states the following:

Based on the analysis described below, It is recommend that, if the subdivision is approved, the well depth for each lot should be no less than 300 feet to avoid dry wells in the future. Factors considered in making this recommendation are:

- ***Historic depth to water from a well less than two miles from the proposed subdivision,***
- ***Drawdown associated with pumping all 15 wells in the proposed subdivision,***
- ***The historic drawdown in a well less than two miles from the proposed subdivision during a drought period in the late-1980s/early-1990s, and***
- ***Potential drawdown in the region due to growth.***

With the Court's discussions and the above supporting material provided by Bluebonnet GCD, we have outlined a potential alternative to the TCEQ approved form to supply the intended information (minimum recommended well depths to allow for continued groundwater availability) to all parties involved.

Based on the above information I have changed, prepared, or implemented the following items to help support your consideration of this variance:

1. I have included a copy of my Declaration of Covenants, Conditions, and Restrictions for this project, which include restrictions limiting each tract to one (1) water well per Lot with a Minimum recommended depth of 300 feet based upon the Wilmeth Plat Analysis conducted by the Bluebonnet GCD and provided to the Court.
2. I will list the pertinent data from the Wilmeth Plat Analysis report on the face of the plat, which will include the recommended minimum depth of 300 feet.
3. I have changed the size of all lots to a minimum of 2.0 acres to help provide more room between the tracts for well and septic spacing.

Again, I would like to reiterate that it is my belief that the County's ultimate intent with Item 3.6 is to provide continued availability of groundwater to past and future land owners of Walker County and I believe by utilizing the information hereinabove that I have done so.

Sincerely,

Greg Wilmeth

DRAFT

DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
RELATING TO THE DEVELOPMENT AND USE
OF
WOODHAVEN SUBDIVISION

For purposes of these Covenants, Conditions and Restrictions, the Property described as **WOODHAVEN SUBDIVISION** according to Plat recorded in Volume ?, Page ??, Plat Records, Walker County, Texas and shall be considered as follows:

Grantor does hereby acknowledge, declare and adopt the following restrictions, conditions and covenants (collectively "Restrictions"). The Restrictions are set forth below and hereby impressed on the Property and shall run with the land:

1. Residence shall be a single family construction no duplex or multi family units. Residences shall contain a minimum of 1500 square feet (under roof) and be conventional construction. No mobile homes allowed on property. No manufactured mobile homes or mobile homeparks are permitted to be developed on the Property. The minimum slab elevation for any residence building shall be the minimum ground floor elevation requirement for compliance with F.E.M.A. Guidelines, or 18 inches above the base flood elevation as determined by F.E.M.A. whichever is more stringent. All buildings must be maintained in good appearance at all times.

2. Notwithstanding anything herein to the contrary, no portions of the Property may be used for purposes including but not limited to the following uses which shall not be permitted anywhere on the Property:

- (a) Any use that is unlawful or that is offensive by reason of odor, gas, fumes, dust, smoke, noise, pollution or vibration or that otherwise constitutes a nuisance or is hazardous by reason of excessive danger of fire or explosion;
- (b) Dumping, disposal, incineration or reduction of garbage, sewage, dead animals, or refuse;
- (c) The construction or operation of water or sewage treatment plants or electrical substations (excluding such plants and facilities as may be operated by public utility companies or by utility districts or governmental authorities);
- (d) Smelting of iron, tin, zinc or other ores or refining of petroleum or its products;
- (e) Storage in bulk of bulk or used materials, a junkyard, a scrap metal yard or auto salvage yard;
- (f) Industries, including without limitation heavy manufacturing fabrication facilities and testing facilities;
- (g) Resale or pawn shops, flea markets or bankruptcy, fire sale or auction business;

(h) A tavern, bar, nightclub, or discotheque;

(i) An adult bookstore or other establishment selling, renting or exhibiting pornographic materials or any sexually oriented business;

(j) Any sexually oriented business, as that term is generally construed.

3. No used existing building or structure of any kind and no part of a used existing building or structure shall be moved onto, placed on, or permitted to remain on any portion of the Property for the purpose of storing said structure and/or unless said structure complies with other matters herein and is kept in a neat orderly fashion. No tent, shack, garage, barn or other outbuildings of any character shall be placed or erected on any lot or tract at any time to be used as temporary or permanent residence nor shall any residence of a temporary character be permitted. No recreational vehicle may be used as a permanent residence. All new construction must be of new material and no tar paper type roof or siding materials will be used on any structure. The exterior of any wooden building must be painted or stained and kept in good order. All buildings and structures shall be completely under skirted with no piers or pilings exposed to view. All drainage improvements must be approved by any applicable county, state and/or federal authority.

4. No building or structure other than a fence shall be located nearer to the front Property Line than fifty (50) feet or nearer to the side Property Line than ten (10) feet or nearer to the rear Property line than ten (10) feet, unless recorded plat of subdivision shows otherwise.

5. Outside pets or livestock must be kept in an enclosure or suitable fence.

(a) Dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided the same do not become an annoyance or nuisance to other owners of tracts of the property. Dogs may not be chained or tied up;

(b) one each, horse, cow or goat per acre on lots containing at least three (3) acres, provided however, such animals do not become an annoyance or nuisance to other owners of tracts of the Property;

(c) No more than twenty five (25) fowl may be kept per lot and are kept in pens to the rear of the property and no closer to any side or rear lot line than fifty (50) feet, and provided that they do not become an annoyance or nuisance to other owners of tracts of the Property;

(d) No game fowl or gamecock allowed.

(e) Lots less than 3 acres are limited to 1 - head of livestock.

(f) 4H and FFA projects are excluded.

6. No outbuilding other than a workshop, garage, barns, pool houses or storage building shall be erected on any lot and no outbuilding, garage, barns or workshop building erected on any lot shall at any time be used as a dwelling, temporarily or permanently, nor shall any shack be placed on any lot.

7. Easements are reserved on all lots along and within ten (10) feet of all street lines, said easements established for purpose of constructing, operating and maintaining conduits, poles, wires and fixtures for electric lines, gas lines, telephone lines, water lines, sanitary and storm sewers, road drains and other public and quasi- public utilities, with right of ingress to and egress from across the lots for said purposes.

8. No outside toilet or privy shall be erected or maintained on any lot. The materials installed in, and the means and methods of assembly of, all sanitary plumbing shall conform with the requirements of the Health Department of the State of Texas and the local authorities having jurisdiction. A septic tank system or other private sewage facility may be constructed only if it complies with the requirements of the Health Department of the State of Texas and of the local authorities having jurisdiction. This provision does not apply to "porta-can" temporary toilets on the Property so long as such "porta-can" does not remain on the property longer than fifteen (15) days after any construction project is completed or five (5) days after any special event is concluded.

9. Any residential building, residential structure, or residential improvement commenced upon any property shall be completed as to the exterior finish and appearance within twelve (12) months from the commencement date.

10. No lot or portion of any lot shall be used as a dumping ground for rubbish, trash, any hazardous materials or waste, nor for storage of items or materials (except during construction of a building) and all lots shall be clean and kept free of any boxes, rubbish, trash, tall grass or other debris. No refrigerators or other large appliances shall be placed outdoors and no inoperative motor vehicles or vehicles without current license and inspection sticker shall be placed on or allowed to remain on any lot. If a violation exists Developer shall notify offender and give 30 days to rectify problem after which under this paragraph shall have the right to remove the incomplete structure and/or other items and/or clean the lot at the expense of the offending party plus interest at the maximum lawful rate.

11. Subject to the provisions of the last sentence of this paragraph, if any person or entity whether or not lawfully in possession of any portion of the Property, shall either (i) violate or attempt to violate any restriction or provision herein or (ii) suffer to be violated (with respect to the real property in which such person or entity has rights other than the rights granted by this sentence) any restriction or provision herein, it shall be lawful for any person or entity, as defined hereinafter, possessing rights with respect to any portion of the Property, to prosecute any proceedings at law or in equity against any such person or entity violating, attempting to violate and/or suffering to be violated any restriction or provision herein to (i) prevent such violation, (ii) recover damages or other dues for such violation, and (iii) recover court costs and reasonable attorney's fees incurred in such proceedings. "Person or entity", as used in the preceding sentence hereof, shall include, but shall not be limited to, all owners and purchasers of any portion of the Property, as well as heirs, devisees, assignees, legal representative and

other persons or entities who acquire any of the rights (with respect to the real property hereunder) of the owner or purchaser of any portion of the Property. Neither the Grantor nor the Grantee nor any subsequent purchaser of a portion of the Property shall have any liability or responsibility at law or in equity on account of the enforcement of, or on account of the failure to enforce, the Restrictions.

12. The Restrictions shall run with and bind the land and shall be binding on all parties but at any time prior thereto may be changed, altered or amended by an instrument signed by Property Owners that own more than 50% of Woodhaven Subdivision. The Restrictions, as they may be amended from time to time as hereinabove provided shall remain and continue in full force and effect.

13. No mineral rights will transfer to the buyer. All mineral rights shall remain with Grantor, as well as heirs, assignees, legal representatives and other persons or entities who may acquire any rights to minerals.

14. Only one water well will be allowed per lot. Minimum recommended depth of 300 feet based upon the Phase I-a study and report prepared by William R. Hutchinson, Ph.D., P.E., P.G., Independent Groundwater Consultant for the Bluebonnet Groundwater Conservation District, dated April 18, 2023.

15. Invalidity of any one or more of the Restrictions by judgment of any court shall in no way affect any of the other Restrictions and provisions herein contained, which shall remain in full force and effect.

16. The parties signing this document affirm that they are authorized by the entities they represent to sign in their official capacities.

EXECUTED this _____ day of _____ 2023.

By: _____
Greg J. Wilmeth

THE STATE OF TEXAS §

COUNTY OF WALKER §

This instrument was acknowledged before me on the _____ day of _____,
2023, by GREG J. WILMETH.

NOTARY PUBLIC in and for
The State of Texas.

Brandon & Kayla Dobmeier
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

May 4, 2023

Walker County Commissioner's Court

RE: Permit #2022-0235

[REDACTED] Lonestar Rd, Huntsville, TX 77340

Dear Walker County Commissioner's Court,

We are writing to request an extension on our current Development Permit, as mentioned by Ms. Jackie Alms and our septic installer, Philip Whitley and Dillon/Laura Conley (Conroe Septic). We were granted the initial permit May 18, 2022. We have been developing our property per our submitted plans at a pace which we consider within standard in the current building landscape.

We submit to you the following explanations for not completing the project within 12 months from the initial granted permit:

1. Being unable to start development until other entities approved our plans (Property Owner's Association [POA]).
 - a. Even with your permit in hand, we were unable to even utilize it and start site preparation until about 1 month after it was granted.
2. Typical building delays which we feel any builder would experience in some fashion during construction.
 - a. Weather/rain delays impacted the speed at which site prep and foundation pours could be completed.
 - b. National shortages in building materials at various stages of the build; consultation with engineers added time to find suitable material substitutions especially during the framing stage regarding substitutions for highly-scarce Anthony Power Beams.
 - c. Difficulty obtaining reliable subcontractors; having to fire an incompetent framing crew and find a replacement added about 6 weeks to our construction schedule.
3. The scope of our project is very large for a residential project.
 - a. Six (6) acres with three separate buildings (main house, guest house, shop) and a pool.
 - b. Extensive sitework compared to other projects to prepare the large pond, garden, and orchard areas.

In meeting with many (4+) builders, they all estimated our project would take 14-16 months to complete from the start of site preparation and 12 months after foundation pour. We are well within this timeline and are approaching completion. For instance, 14-16 months from start of site prep would put us at August 24th-October 27th, 2023 completion date according to over 4 reputable builders. We anticipate being completed well before these estimations.

Here is a timeline of events on our project:

May 18, 2022	Walker County permit granted
June 13, 2022	POA approval granted (1 MONTH LATER)
June 27, 2022	Site prep started (2 WEEKS LATER DUE TO CONTRACTOR AVAILABILITY)
July 27, 2022	Site prep completed (1 MONTH LATER, LARGE PROJECT)
August 13, 2022	Foundations poured
...	
May 10, 2023	Septic installation planned pending rain events forecasted

We are currently in the finishing stages (trim carpentry, flooring, painting) and anticipate completing our project by August 15, 2023. We are requesting a 6-month extension for our current permit until November 18, 2023 to allow for any unforeseen delays in completion. We hope you would agree that the purpose of granting a Development Permit is to allow for project completion within that permit, without having to apply for another. We understand that we are asking for more than 12 months since granted, but hope you can agree from the above documentation that we are well within industry norms for the scope of our project. We kindly ask that you grant our request to complete our project with our current permit. We are happy to pay an administrative fee for the time it will take you to review this request and for Ms. Alms to do any necessary paperwork for the extension.

Please call or email with any questions.

Sincerely,



Brandon Dobmeier



Kayla Dobmeier

Good Morning,

This is Elmer Media. I have a property out at [REDACTED] fm 247 Huntsville, Texas 77320. I need an extension of Permit 2020-0283 for an additional six months, due to the city of Huntsville platting requirements within the E.T.S. The seller of the property resides in the State of Virginia. I am having to send paperwork back and forth through mail. It is a very long process to obtain the signatures from the seller. Please contact me at media-treeservice@yahoo or at (936)-577-0804. Thank You

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>Colley, William Clayton & Rebecca Ann</i>		Application Number: <i>Permit 2022-0103</i>
A2. Property Owner's Street Address <i>[Redacted] wife Rd Loop</i>		Date of Submittal: <i>5/10/23</i>
City <i>Huntsville</i>	State <i>Tx</i>	ZIP Code <i>77320</i>
A3. Property Owner's Email Address <i>[Redacted]</i>	A4. Property Owner's Telephone Number <i>[Redacted]</i>	
A5. Property Description of Parent Tract (Lot and Block Numbers, Legal Description, etc.) <i>Robinson BW (A-42), Tract 12.8, Acres 31.025</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	B2. Tax ID Number(s) of Parent Tract	B3. Deed Volume/Page
B4. Existing or Proposed Name of Subdivision	B5. Is the application for a division of a lot in an Existing Platted Subdivision? (Yes/No)	
<p>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.</p>		
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>Floor plan of structure</i>		<i>A</i>
c.2 <i>Site plan of property</i>		<i>A-1</i>
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) A1.5 of the Subdivision Regulations of Walker County, Texas as follows:

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

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

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

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

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

2.35 Residential Rental Community list (2) or more separate Dwelling, I will only have the (2) under one roof. This Property was purchase with the structure pre existing. My request is to only have the single structure.

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:

This was a family tract of land that was purchased. This structure was pre existing and paving a road to this single structure would cause a significant financial burden.

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

Yes ☐ No ☐ Please list the additional measures below.

SECTION F -VARIANCE(S) GRANTED

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

F.2 THE FOLLOWING CONDITIONS ARE ATTACHED TO THE VARIANCE

SECTION G - NOTICE, ACKNOWLEDGEMENT, AND CERTIFICATIONS

NOTICE

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

WARNING

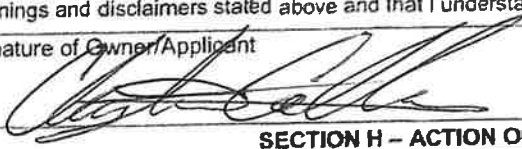
THE APPLICANT ACKNOWLEDGES THAT HE/SHE IS RESPONSIBLE TO ENSURE THAT ANY VARIANCE DOES NOT DAMAGE OR THREATEN THE PUBLIC OR ADJACENT PROPERTIES AND COMPLIES WITH LOCAL, STATE, AND FEDERAL REGULATIONS.

DISCLAIMER

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

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

Signature of Owner/Applicant



Date

5/10/23

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

North

Exhibit 'A'

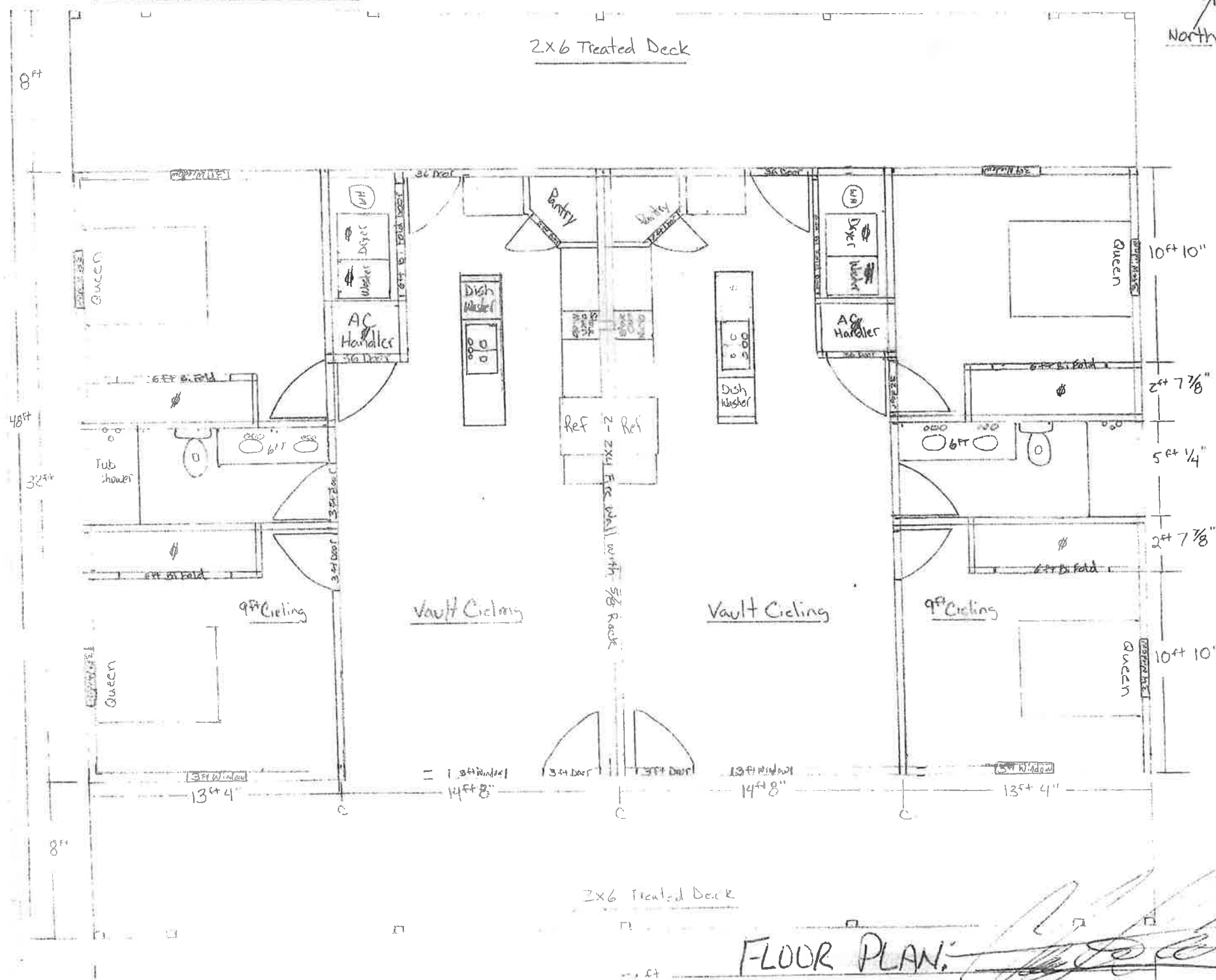


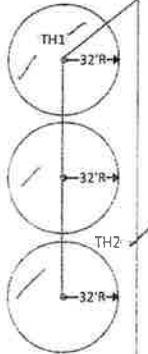
Exhibit A-1

137A/B

OSSF FOR RESIDENCE AT WIRE RD LOOP, HUNTSVILLE, TX 77340
LEGAL DESCRIPTION: ROBINSON B W (A-42), TRACT 12.8, ACRES 31.025

3" or 4" SDR26 TWCO & 4" SDR26 from structure to tank w/ 1/8" fall per ft

PROFLO 800 GPD ATU (PF800PTSL) & 800 gal pump tank



1" SCH40 PVC PURPLE PIPE

Creek Setback

POND

OHE

OHE Setback

1 inch = 100 feet

Applicable Setback Requirements

- All portions of disposal system are
- Greater than 10' from property line
- Greater than 10' from all water lines
- Greater than 150' to Public Water Well
- Greater than 1' from all easements
- Greater than 5' to all structures

Note: All pipe shown on the design reflects the minimum grade required by TCEQ standards or the specific County in which this design is located. Higher grade may always be substituted. All piping and valve boxes shall be permanently colored purple per TAC 30 Ch. 285.

Note: Designer NOT responsible for damage to any above or below ground utilities.



Marisa Harman Septic Designs
Registered Sanitarian #4974
979-337-4907
marisa@harmansepticdesigns.com

12/12/2022
DATE

* Timer Required *

2022-0103

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 John and Michele Czichos		Application Number: P-2022-049
A2. Property Owner's Street Address [REDACTED]		Date of Submittal: 5/12/2023
City Huntsville	State Texas	ZIP Code 77320
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.) 14.91 Acre Tract in the Ethan Allen Survey, A-1 Walker County , Pct. 1		
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 Ethan Allen Survey, Abstract No. 1	B2. Tax ID Number(s) of Parent Tract 0001-110-0-24150	B3. Deed Volume/Page Vol. 661 Page 112 000032262
B4. Existing or Proposed Name of Subdivision Czichos 14.91 Acre Tract	B5. Is the application for a division of a lot in an Existing Platted Subdivision? (Yes/No) Yes	
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		
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) 4.23 of the Subdivision Regulations of Walker County, Texas as follows:

Owner requests to make a dedication of Right-of-Way (ROW) within the boundary of the proposed lot(s).

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"):

Applicant is dedicating an additional 10' of right-of-way easement, but has
already surveyed the lot(s) and desires to leave the lot lines as surveyed
and dedicate the additional 10' easement inside the lot boundary

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

Yes X No _____

If yes please explain below:

Would require a resurvey of the property and adjustment of acreage and
revision of the plat.

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

Signature of Owner/Applicant



Date

5/12/23

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

LINE	DISTANCE	BEARING
L1	54.35'	N 88°02'54" W
L2	51.26'	N 03°52'32" W

100 200 300 Feet
SCALE: 1" = 100'

LEADING:
CA = COVERED AREA
CB = CABLE BOX
CCMG = CONCRETE
CD = DOWN GUY
DLR W.C. = DEED RECORDS OF WALKER
COUNTY, TEXAS
FOLD = FOLDED
GM = GAS METER
LR = IRON ROD
PC = PAGE
PP = POWER POLE
SP = SERVICE POLE
T = TELEPHONE, PEDESTAL
W.C.CLDG. = WALKER COUNTY
CLERK'S DOCUMENT NUMBER
WM = WATER METER
WV = WATER VALVE
YNT = YARD

TRINITY RIVER AUTHORITY
FOR LAKE LIVINGSTON

LOT 2
11.00 ACRES
RESIDUE OF
CALLED 14.91 ACRES
VOL. 806, PG. 27 O.R.W.C.

5
CALLED 40.725 ACRES
VOL. 416, PG. 892 D.R.W.C

F.M. 980 - 80' RIGHT OF WAY

CERTIFICATION BY THE SURVEYOR
I, Albert E. Hall, certify that this plat represents a survey made on the ground
under my supervision and that all corners and monuments are as shown
hereon.

Albert E. Hall
Registered Professional Land Surveyor No. 377

ON-SITE SEWAGE FACILITY REVIEW
Based upon a review of the plat and plans below signed design/review professional, be-
low that this plat complies with the requirements
and Title 30 of the Texas Administrative Code
the proposed lots to accommodate on-site
all the requirements of Title 30, 285 TAC of
County, its agents, and assigns bear no re-
verification of the representations, factual
associated with it.

CDL Services, Jay Churchill
Registered Professional Sanitarian No. 2721

LENHOLTER SUBORDINATION
STATE OF TEXAS
COUNTY OF

WE, Capital Farm Credit, FLCA, owners and holders of a lien against the property described in the plot known as JOHN and MICHELE GICCHIO 14.91 ACRE Subdivision, said lien being evidenced by a deed of trust of record under number 856, Page 30 of the Public Records of Wabash County, Indiana, and having fully and completely paid said advance and satisfaction, and do hereby in all things subordinate to said lien. We hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

By: _____
Print Name: _____

NOTARY PUBLIC ACKNOWLEDGMENT
STATE OF TEXAS ~~~
COUNTY OF _____

This instrument was acknowledged before me Dated this ____ day of _____, 2023 by _____.

Notary Public for State of Texas

OWNER'S ACKNOWLEDGMENT AND DEDICATION
STATE OF TEXAS ~~~
COUNTY OF WALKER ~~~

1. John Cichos co-owner of the certain tract of land shown hereon and described in a deed recorded in Volume 805, Page 27 of the Official Records of Walker County, Texas, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, right-of-way, easements, and other places shown hereon for such purposes as may be deemed appropriate and do hereby state that all public roads and easements as shown on this plat are free of taxes or fees and this dedication is approved by a landholder. This subdivision is to be known as JOHN and MICHELE CICHOS 14.91 ACRE SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____, 2023.

John Czichos
2173 FM 980
Huntville, TX 77320

NOTARY PUBLIC ACKNOWLEDGMENT
STATE OF TEXAS ~~
COUNTY OF WALKER ~~

This instrument was acknowledged before me Dated this ____ day
of _____, 2023 by John Czichos.

Notary Public for State of Texas

OWNER'S ACKNOWLEDGMENT AND DEDICATION
STATE OF TEXAS ~~~
COUNTY OF WALKER ~~~

I, Michele Cichosz-owner of the certain tract of land shown hereon and described in a deed recorded in Volume B08, Page 27 of the Official Records of Walker County, Texas, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plot area requirements shown hereon, and do hereby agree never to file any plat or subdivision map which would change the easements and public places shown hereon for such public purpose as Walker County may deem appropriate and do hereby state that all public roadways and easements as shown on this plat are free of liens or title dedication is required by a valid statute. This document is intended to be known as JOHN and MICHELE CICHOSZ'S 15.81 ACRE SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of _____, 2023

Nichola Czichos
2173 FM 980
Huntsville, TX 77320

NOTARY PUBLIC ACKNOWLEDGMENT
STATE OF TEXAS ~
COUNTY OF WALKER ~

This instrument was acknowledged before me Dated this ____ day of _____, 2023 by Michele Czichos.

Notary Public for State of Texas

CERTIFICATION BY THE COUNTY CLERK
STATE OF TEXAS ~ ~
COUNTY OF WALKER ~ ~

I, Karl A. French, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of _____, 2023, at ____ o'clock, ____ M., and duly recorded.

This on the ____ day of _____, 2023, at ____ o'clock, __M., in the Plat

Records of said County in Volume _____, Page _____

Karl A. French, Clerk County Court of Walker County, Texas

By _____ Deputy

APPROVAL OF COMMISSIONERS COURT
STATE OF TEXAS ~ ~
COUNTY OF WALKER ~ ~

The Commissioners Court of Walker County, Texas, does hereby certify that this map or plat, for a subdivision having been fully presented to the Commissioners Court of Walker County, Texas, and by the said Court duly considered, was on this day approved and that this plat is authorized to be relettered and recorded in the paper records of the County Clerk of Walker County, Texas, and that the person or persons who have caused this plat to be developed/prepared by a geologist, engineer, surveyor, and/or surveyor (and seal(s) and/or signatures are affixed hereto). This certification is made solely upon such representations and is not to be relied upon for verifications of the facts alleged. Walker County disclaims any responsibility for any errors or omissions in this plat and the documents associated with it, except as otherwise certified in this plat and the documents associated with it.

Dated this ____ day of _____, 2023.

Colt Christian
County Judge

Danny Kuykendall
Commissioner, Precinct 1

Bill Daugella
Commissioner, Precinct 3

Ronnie White
Commissioner, Precinct 2

Brandon Decker
Commissioner, Precinct 4

NEWS

NOTES:

1. The purpose of this plan is to create two (2) tracts of land out of 14.81 acres recorded under volume 806, Page 27 of the Official Records of Walker County, Texas.

2. Based on FEMA Inundation Maps, dated April 10, 2011, Walker County #616042, note #64971020750, Parcel 02780, Site Brest is located within Flood Hazard Zone "W" (no flood elevation determinations). This flood hazard sheet covers no section of the waterway or the underground.

3. Instruments shown herein as found are controlling instruments; they may be added or deleted on reference only

4. This survey was completed without an Abstract of Title. There may be additional easements and other matters not shown herein.

5. All owners of lands within the subdivision shall have the responsibility of complying with the Walker County Subdivision Regulations' policies or drainage ordinances applicable to the subdivision. It is the intent of the title holder that the subdivision, once created, constitute a maintenance area with the responsibility of lot owners to comply with any regulations or limitations noted, and permits issued by Walker County for development. Do not rely on the subdivision plat for information regarding easement location, width, depth, or other details. It is the responsibility of each owner to determine whether it is necessary to enter to comply with the local, state, or federal regulations including but not limited to the Walker County Subdivision Regulations, the State of Texas Subdivision Regulations, the Federal National Flood Insurance Act, or any applicable laws or rules. The subdivision plat does not constitute a change to the subdivision, or the written subdivision agreement, depending on the circumstances involved and depending on the owner's ability to obtain the cooperation of other owners in the subdivision. A copy of an owner's request to draft covenants shall be submitted to Walker County and filed in the public records bearing a notation on future surveys, liens, and assignments.

6. All lots within the subdivision and the convey thereof must continue to accept all existing drainage ditches and drainage structures in place at the time of development. All or part of or necessary the existing or proposed drainage infrastructure or the existing or designed system of drainage, in addition to the drainage system shown on this subdivision plat, is hereby accepted by the owner of the property.

7. The structure of land within this plat shall hereafter be described about first establishing a Development Permit from the Walker County Floodplain Administrator unless the proposed development is exempt or excused from the Walker County Floodplain Administration Regulations.

8. The lowest financial floor elevation shall be in minimum compliance with the local, State, or Federal minimum subdivision elevation is higher.

9. Drains and related methods, if altered, shall not set third level, along the edge of the pavement or hauled curb, where used. All structures within the County unified drainage-way shall conform to the local ADOT standards. Any method that threatens or negatively affects the maintenance or the road or drainage system may be removed by Walker County.

10. It is the responsibility of the Owner, not the County, to ensure compliance with the provisions of all applicable state, federal and local laws and codes.

11. The County assumes no responsibility for the accuracy of representations by other parties in this plat. Floodplain dates, in particular, may change. It is further understood that the Owner(s) of the tract of land covered by this plat or a designated private owner's committee must inspect and maintain all of the plat's drainage management components, traffic control devices, and signage that may be required until such time, if any, said improvements in the subdivision have been accepted for public maintenance.

12. A Violation to Section 62.3 of the Subdivision Regulations of Walker County, Texas, to exceed the 3 to 1 depth to width ratio, was granted by Walker County Commissioners Court on 07-18-21.

13. A Violation to Section 62.3 of the Subdivision Regulations of Walker County, Texas, to dedicate the 10' right of way by easement was granted by Walker County Commissioners Court on 07-18-21.

14. If any portion of the original parcel being subdivided as a Minor Subdivision is further subdivided so that the total number of separate parcels exceeds 4, then an over the line created must be addressed by the re-plat applicant's engineering plans, including dedication for all new lots created by the subdivision plat.

15. This plat does not seek to increase or amend any existing deed restrictions.

SHEET 1 OF 1

JOHN and MICHELE CZICHOS 14.91 ACRE SUBDIVISION
SITUATED IN THE ETHAN ALLEN SURVEY, ABSTRACT NUMBER 1,
WALKER COUNTY, TEXAS.

SURVEYED APRIL 2022

LINE	DISTANCE	BEARING
L1	54.35'	N 88°02'54" W
L2	51.26'	N 03°52'32" W

SCALE: 1" = 100'

LEGEND:
LA = EXISTING AREA
CL = CABLE ROD
CC = CONCRETE
DS = DOWNSIDE
DRWC = DRAINAGE RECORDS OF WALKER COUNTY, TEXAS
FND = FOUND
LM = LIME METER
LW = LIME METER
M = METER
P = POWER POLE
SP = SERVICE POLE
T = TELEPHONE PERSONAL
W = WALKER COUNTY
C = CEMENT
M = METER
V = VOLUME

TRINITY RIVER AUTHORITY
FOR LAKE LIVINGSTON

LOT 2
11.00 ACRES
RESIDUE OF
CALLED 14.91 ACRES
VOL. 806, PG. 27 O.R.W.C.

LOT 1
3.91 ACRES
PORTION OF
CALLED 14.91 ACRES
VOL. 806, PG. 27 O.R.W.C.

LOT 2
11.00 ACRES
RESIDUE OF
CALLED 14.91 ACRES
VOL. 806, PG. 27 O.R.W.C.

CERTIFICATION BY THE SURVEYOR
I, Albert E. Hall, certify that this plat represents a survey made on the ground under my supervision and that all corners and monuments are as shown hereon.

Albert E. Hall
Registered Professional Land Surveyor No. 377

ON-SITE SEWAGE FACILITY REVIEW
Based upon a review of the plat and plans as represented by the said engineer or surveyor, I, the below signed design/review professional, being qualified to make said determination under Texas law, find that this plat complies with the requirements of the Walker County On-Site Sewage Facility Regulations, and Title 30 of the Texas Administrative Code, Chapter 285, including but not limited to the suitability of the proposed lots to accommodate on-site sewage facilities within the proposed development considering all the requirements of Title 30, 285 TAC and any applicable local orders. I also agree that Walker County, its agents, and assignees bear no responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

CDL Services, Jay Churchwell
Registered Professional Sanitation No. 2721

LIENHOLDER SUBORDINATION
STATE OF TEXAS
COUNTY OF

WE, Capital Farm Credit, FLCA, owners and holders of a lien against the property described in the plat known as JOHN and MICHELE CZICHOS 14.91 ACRE Subdivision, sold lien being evidenced by a deed of trust of record under Volume 806, Page 30 of the Official Records of Walker County, Texas, and do hereby ratify and confirm said subdivision and dedication, and do hereby in all things subordinate to said lien. We hereby confirm that we are the present owners of said lien and have not assigned the same nor any part thereof.

By _____
Print Name: _____
Title: _____

NOTARY PUBLIC ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me Dated this ____ day of ____ 2023 by _____

Notary Public for State of Texas

OWNER'S ACKNOWLEDGMENT AND DEDICATION
STATE OF TEXAS
COUNTY OF WALKER

I, John Czichos co-owner of the certain tract of land shown hereon and described in a deed recorded in Volume 806, Page 27 of the Official Records of Walker County, Texas, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Walker County may deem appropriate and do hereby state that all public roadways and easements as shown on this plat are free of liens or this dedication is approved by a lienholder. This subdivision is to be known as JOHN and MICHELE CZICHOS 14.91 ACRE SUBDIVISION.

TO CERTIFY WHICH, WITNESS by my hand this ____ day of ____ 2023.

John Czichos
2173 FM 980
Huntville, TX 77320

NOTARY PUBLIC ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF WALKER

This instrument was acknowledged before me Dated this ____ day of ____ 2023 by John Czichos.

Notary Public for State of Texas

OWNER'S ACKNOWLEDGMENT AND DEDICATION
STATE OF TEXAS
COUNTY OF WALKER

I, Michele Czichos co-owner of the certain tract of land shown hereon and described in a deed recorded in Volume 806, Page 27 of the Official Records of Walker County, Texas, and do hereby subdivide said tract as shown hereon, and do hereby consent to all plat note requirements shown hereon, and do hereby forever dedicate to the public the roads, alleys, rights-of-way, easements and public places shown hereon for such public purposes as Walker County may deem appropriate and do hereby state that all public roadways and easements as shown on this plat are free of liens or this dedication is approved by a lienholder. This subdivision is to be known as JOHN and MICHELE CZICHOS 14.91 ACRE SUBDIVISION.

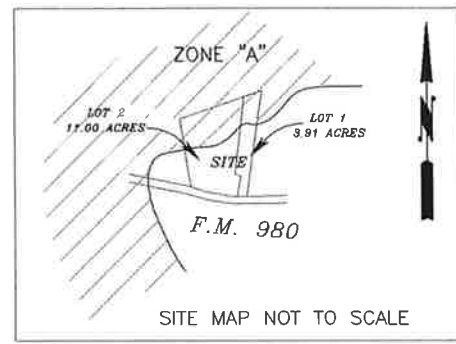
TO CERTIFY WHICH, WITNESS by my hand this ____ day of ____ 2023.

Michele Czichos
2173 FM 980
Huntville, TX 77320

NOTARY PUBLIC ACKNOWLEDGMENT
STATE OF TEXAS
COUNTY OF WALKER

This instrument was acknowledged before me Dated this ____ day of ____ 2023 by Michele Czichos.

Notary Public for State of Texas



CERTIFICATION BY THE COUNTY CLERK
STATE OF TEXAS
COUNTY OF WALKER

I, Karl A. French, Clerk of the County Court of said County, do hereby certify that the foregoing instrument in writing, with its certificate of authentication was filed for record in my office on the ____ day of ____ 2023, at ____ o'clock, ____ M., and duly recorded.

this on the ____ day of ____ 2023, at ____ o'clock, ____ M., in the Plat

Records of said County in Volume ____ Page ____.

Karl A. French, Clerk County Court of Walker County, Texas

By _____ Deputy

APPROVAL OF COMMISSIONERS COURT
STATE OF TEXAS
COUNTY OF WALKER

The Commissioners Court of Walker County, Texas, does hereby certify that this map or plat, for a subdivision having been fully presented to the Commissioners Court of Walker County, Texas, and by the said Court duly considered, was on this day approved and that this plat is authorized to be registered and recorded in the proper records of the County Clerk of Walker County, Texas. This certification is based upon the representations of the developer/developer's agent, engineer, architect, and/or surveyor whose seal(s) and/or signatures are affixed hereto. This certification is made solely upon such representations and should not be relied upon for verification of the facts alleged. Walker County disclaims any responsibility to any member of the public for independent verification of the representations, factual or otherwise, contained in this plat and the documents associated with it.

Dated this ____ day of ____ 2023.

Colt Christian
County Judge

Danny Kuykendall
Commissioner, Precinct 1

Bill Daugherty
Commissioner, Precinct 3

Ronnie White
Commissioner, Precinct 2

Brandon Decker
Commissioner, Precinct 4

- NOTES:
- The purpose of this plat is to create two (2) tracts of land out of 14.91 acres recorded under volume 806, Page 27 of the Official Records of Walker County, Texas.
 - Based on FEMA Insurance Maps, dated August 16, 2011, Walker County #401042, map #40471020750, Panel 02750, this tract is located within Flood Hazard Zone "X" (no base flood elevations determined). This flood statement shall create no liability on the part of the surveyor or the underwriter.
 - Monuments shown hereon are found on adjoining monuments, unless noted as reference only.
 - This survey was completed without an Abstract of Title. There may be additional easements and other matters not shown hereon.
 - All owners of tracts within the subdivision shall have the responsibility of complying with the Walker County Subdivision Regulations' policies on drainage runoff due to the development of impervious areas created through the development of the lot for residential, commercial, or recreational use. It is the responsibility of lot owners to comply with any regulations or limitations noted, and permits issued by Walker County for development do not act as a waiver or release of the lot owner's responsibility to provide for proper runoff and drainage created by the permitted development. If detention of water is necessary in order to comply with the local, state, or federal regulations including but not limited to the Walker County Subdivision Regulations then the owner may be able to accomplish compliance with said policies through creating detention on a single lot, multiple lots, or the entire subdivision depending on the circumstances involved and depending on the owner's ability to obtain the conservation of other owners in the subdivision. A copy of an agreement between owners to create detention shall be submitted to Walker County and filed in the public records becoming a restriction on future owners, heirs, and assigns.
 - All lots within the subdivision and the owners thereof must continue to accept all existing drainage flows and drainage structures in place at the time of development that are a part of or necessary to the existing or designed roads, structures or the existing or designed system of drainage, in addition to all natural flows of water entering onto or crossing the property.
 - No structure or land within this plat shall hereafter be developed without first obtaining a Development Permit from the Walker County Floodplain Administrator unless the proposed development is exempt or excepted from the Walker County Floodplain Development Regulations.
 - The lowest finished floor elevation shall be in minimum compliance with the local, state, or federal regulations, whichever elevation is higher.
 - Channel and individual culverts, if placed, shall be set three feet from the edge of the pavement or behind curbs, when used. All culverts within County arterial right-of-way shall meet the current TxDOT standards. Any culvert that interferes or negatively affects the maintenance or use of the road at any time, may be removed by Walker County.
 - It is the responsibility of the Owner, not the County, to ensure compliance with the provisions of all applicable state, federal and local laws and regulations relating to the platting and development of this property.
 - The County assumes no responsibility for the accuracy of representations by other parties in this plat. Platholders, in particular, may change. It is further understood that the Owner(s) of the tract conveyed by this plat is/are designated property owners, and that the plat and restriction of their own interest, all rights, easements, management, control, title, and other matters shall be required with such time, if any, said restrictions in the subdivision have been accepted for public maintenance.
 - A Verifier to Section 4.2.3 of the Subdivision Regulations of Walker County, Texas, to exceed the 3 to 1 depth to width ratio, was granted by Walker County Commissioners Court on 07-19-22.
 - If any portion of the original parent tract being subdivided as a Minor Subdivision is further subdivided so that the total number of daughter tracts exceeds 4, then all new lots created must be approved by the re-plat applicant's engineering plans, including attention for all new lots created by the plat. A note to this effect shall be placed on the face of the plat.
 - This plat does not seek to change or amend any existing deed restrictions.

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>Rayford Johnson</i>		Application Number: <i>P-2023-028</i>
A2. Property Owner's Street Address <i>[REDACTED]</i>		Date of Submittal: <i>5-12-2023</i>
City <i>Huntsville</i>	State <i>Tx</i>	ZIP Code <i>77320</i>
A3. Property Owner's Email Address <i>[REDACTED]</i>	A4. Property Owner's Telephone Number <i>[REDACTED]</i>	
A5. Property Description of Parent Tract (Lot and Block Numbers, Legal Description, etc.) <i>ID #14300; GEO ID: 0041-100-0-02430</i> <i>ROARK W (A-41) tract 24.3, 16.681 ACRES</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>A-41</i>	B2. Tax ID Number(s) of Parent Tract <i>ID #14300</i>	B3. Deed Volume/Page <i>V-166</i> <i>Pg-405</i>
B4. Existing or Proposed Name of Subdivision <i>JOHNSON DAUGHTER ESTATE</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>Proposed Daughter tract (2.532 Acres) from Parent tract</i>		<i>1</i>
C.2 <i>Minor Plat of Johnson Family Estate showing Parent tract</i>		<i>2</i>
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) 4.9 of the Subdivision Regulations of Walker County, Texas as follows:

SEEKING VARIANCE NOT TO HAVE TO SURVEY THE ENTIRE PARENT TRACT OF 16.681 ACRES

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").

PROPERTY HAS ALREADY BEEN SURVEYED. SEE EXHIBIT E.2
ADDITIONAL SURVEY WOULD CAUSE TIME DELAY FOR
BUILDING PERMIT PLUS ADDITIONAL COSTS (RE-SURVEYING
OF PROPERTY)

- 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:

WILL HAVE TO RE-SURVEY ENTIRE 16.681 TRACT (PARENT TRACT)
WILL MISS CONTRACTUAL PERMIT DATE

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

Signature of Owner/Applicant

Date

Rayford Johnson

5-12-2023

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

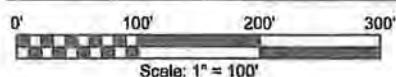
Printed Name

Date

Signature of Owner/Applicant acknowledging conditions after court action.

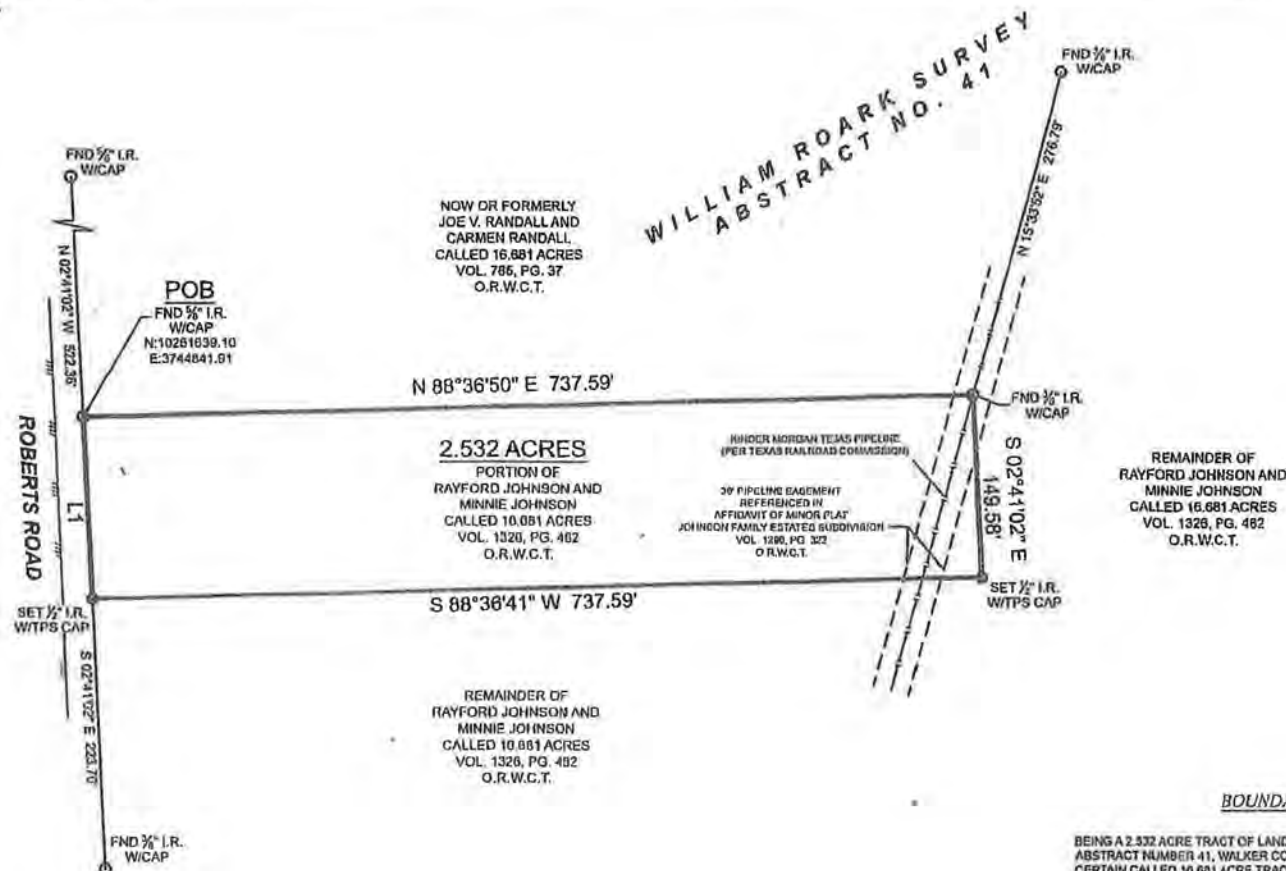
Date

Exhibit



SYMBOL LEGEND

- EDGE OF ASPHALT
- PIPELINE
- FOUND SURVEY MONUMENT
- SET SURVEY MONUMENT



BOUNDARY SURVEY

BEING A 2.532 ACRE TRACT OF LAND SITUATED IN THE WILLIAMS ABSTRACT NUMBER 41, WALKER COUNTY, TEXAS, BEING A CERTAIN CALLED 10.681 ACRE TRACT DESCRIBED IN INSTR. JOHNSON AND MINNIE JOHNSON (JOHNSON TR. 1326, PAGE 482, OF THE OFFICIAL RECORDS OF WALKER COUNTY, TEXAS), SAID 2.532 ACRE TRACT BEING MORE FULLY DESCRIBED BY THE ATTACHED METES AND BOUNDS DESCRIPTION.

I HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND OF THE ABOVE DESCRIBED PROPERTY, AND THAT THIS SURVEY MEETS THE MINIMUM STANDARDS APPROVED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS.

GENERAL NOTES:

1) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE REPORT. SURVEYOR DID NOT ABSTRACT TITLE AND DOES NOT CERTIFY TO EASEMENTS OR RESTRICTIONS NOT SHOWN. CHECK WITH YOUR LOCAL GOVERNING AGENCIES FOR ANY ADDITIONAL EASEMENTS, BUILDING LINES OR OTHER RESTRICTIONS NOT REFLECTED ON SURVEY.

TEXAS PROFESSIONAL SURVEYING 3037 H. Franklin, Carroll, Texas 77303 P.O. Box 756, 7447 Fax: 925.756.7448 www.texasprofessional.com Firm No. 10003400	PROJECT NUMBER	30744
	DATE	02/03/2023
	DRAWN BY	JAM
	CHECKED BY	CPP
	FIELD CREW	DK
	REVISION 1	---
	REVISION 2	---
	REVISION 3	---
	REVISION 4	---

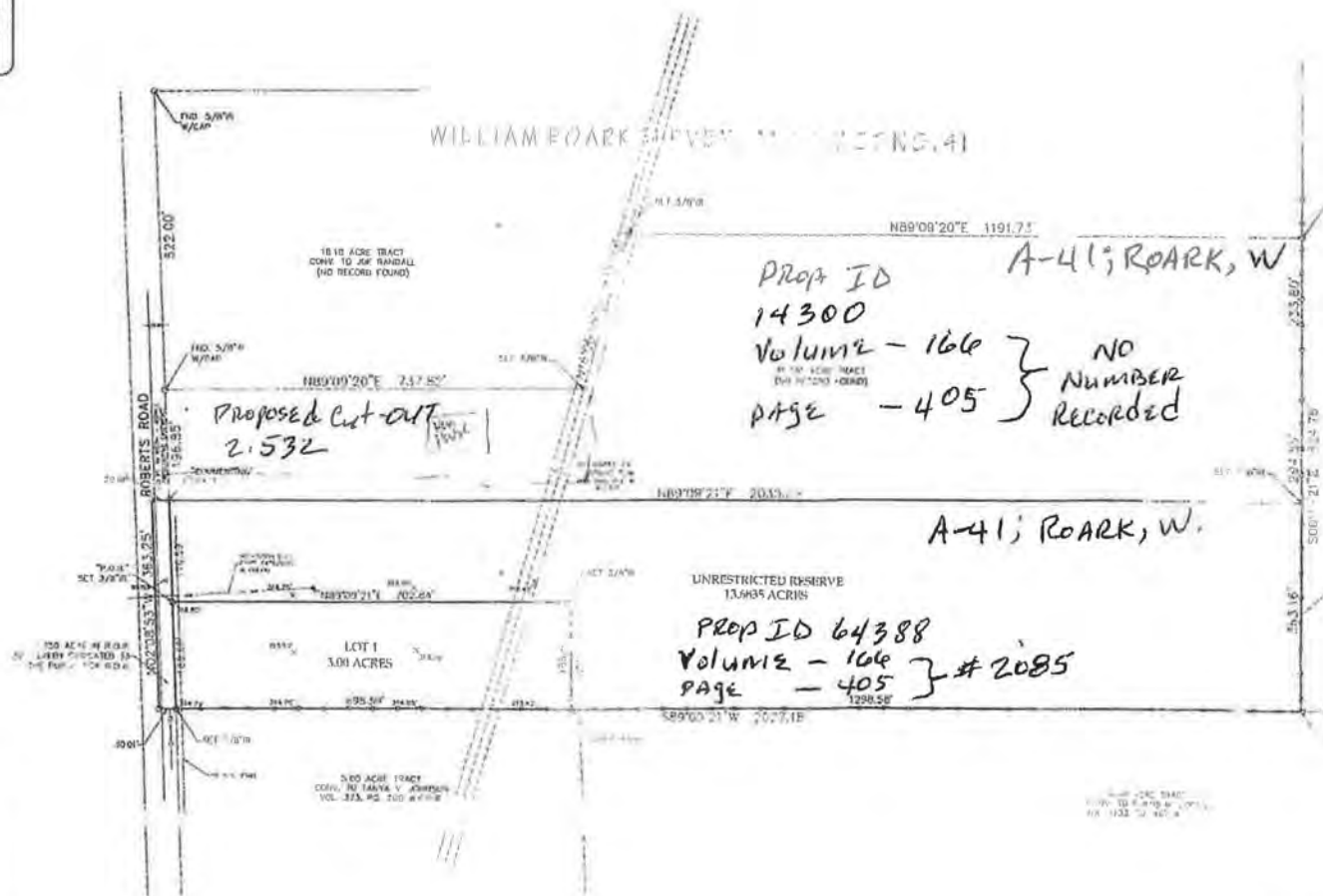
PURCHASER: PRECISION HOMES
 ADDRESS: ROBERTS ROAD, HUNTSVILLE, TX, 77320
 SURVEY: WILLIAM ROARK A-41
 SUBJECT: 2.532 ACRES
 COUNTY: WALKER

NO PORTION OF THIS PROPERTY APPEARS TO LIE WITHIN THE 100 YEAR FLOODPLAIN PER GRAPHIC SCALING OF COMMUNITY PANEL NO. 48-17103500 HAVING AN EFFECTIVE DATE OF 08/16/2011.

ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (TXC-1203), U.S. SURVEY FEET, AND ARE BASED ON GPS OBSERVATIONS MADE BY TEXAS PROFESSIONAL SURVEYING, LLC.

Thomas A. McIntyre
 Registered Professional Land Surveyor No. 6921

VICINITY MAP NOT TO SCALE

[illegible]

TO ALL PARTIES INTERESTED IN TITLE TO PREMISES SURVEYED

THE UNDERSIGNED CERTIFIES THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARIES IN CONFLICT, ENCROACHMENTS, OVERLAPPING OR IMPROVEMENTS, VISIBLE SIGNS-OF-WAYS AND EASEMENTS, EXCEPT AS SHOWN HERETO SPEC. AT 1A, COND. B

HEADLINE SPEC AT TA, COB M
Charles A. McKinley
 CHARLES A. MCKINLEY
 R.P.L.S. NO. 1161
 LICENSE/REGISTRATION NO. 1006100
 STATE OF TEXAS

NOTES

- NOTES
1. BEANINGS REFERENCE - MAY 1960 OF ROBERT
 2. ADDRESS AND ROBERTS ROAD, GUNSWORTH, TEX.
 3. NOTES AND RECORDS ON SEPARATE INCIDENT
 4. SURVEY WAS PREPARED WITH THE BENEFIT OF A
 5. PREPARED BY FIRST AMERICAN TITLE COMPANY, E
 6. RIGHT OF WAY TO WALKER COUNTY, TEX. SEC. 5
 7. RIGHT OF WAY TO AND-SOUTH ELECTRIC CORP., IN
 8. VOL. 80, PG. 3 M.C.R.
 9. RIGHT OF WAY TO HUBBLE OIL & REFINING COMPANY IN
 10. M.C.R.

DINNER: 54

FRANK JOHNSON
ESSALYN JOHNSON

SURVEYOR

THE JEAN MCINLEY CO., INC.
CHARLES A. MCINLEY
P.O. BOX 4218
PASADENA, TEXAS 77502
PHONE (713) 473-3502
FAX (713) 473-2601
EMAIL: mcinley@jean-co.com

MINOR PLAT OF
JOHNSON FAMILY ESTATES

- A SUBDIVISION OF 16.9356 ACRES BEING
 OUT OF 16.6651 ACRES BEING THAT SE
 ACRE TRACT OUT OF THE RAYFORD ESTATE
 OUT OF A PORTION OF A SO CALLED PLACE
 OF P. D. RANDALL & JOHNNIE MAE RANDALL
 RECORDED IN VOLUME 111, PAGE 56
 THE WALKER COUNTY DEED RECORDS
 WILLIAM BOARD, SURVEY, ABSTRACT 140 21
 WALKER COUNTY, TEXAS

A1 F 1-100 DATE SEPTEMBER 2

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Grantor: Joe V. Randall

Grantor's Mailing Address: 328 Roberts Road, Huntsville, Texas 77320

Grantee: Rayford Johnson and Minnie Johnson

Grantee's Mailing Address: [REDACTED], Huntsville, Texas 77342-1087

Consideration: \$10 cash and other good and valuable consideration

Property (including improvements, if any):

All of Grantor's interest, if any, in and to the following described tract of land:
A tract of land containing 16.681 acres, being a portion of the Wm. Roark League, Abstract No. 41 of Walker County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

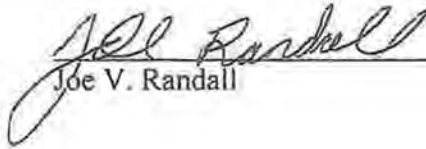
1. all reservations, covenants, conditions, restrictions, easements, building setback lines, and rights-of-way, if any, of record in the office of the County Clerk of Walker County, Texas that affect the Property;
2. all mineral severances, mineral reservations, royalty reservations and mineral leases, if any, of record in the office of the County Clerk of Walker County, Texas that affect the Property; and
3. all laws, ordinances and regulations of the United States of America and of the State of Texas, or any political subdivision thereof, including, but not limited to, those of any county, city, village and, or governmental district that affect the Property.

Grantor, for the consideration and subject to the reservations from conveyance and exceptions to conveyance and warranty, gives, grants and conveys the Property to Grantee, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors and assigns,

forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee, Grantee's heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject to the reservations from conveyance and exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

When the context requires, words of any gender include any other gender, plural words include the singular and singular words include the plural.

EXECUTED on the 19th day of May, 2018.

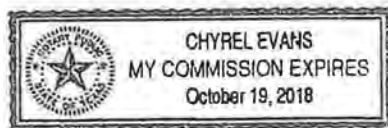

Joe V. Randall

THE STATE OF TEXAS §

COUNTY OF WALKER §

This instrument was acknowledged before me on the 19th day of May, 2018, by Joe V. Randall.


Notary Public, State of Texas



E.2-3

Bk Vol Pg
00038203 OR 1326 484

A tract of land containing 16.681 acres, being a portion of the Wm. ROARK League, Abstract number 41 of Walker County, Texas, said tract being a portion of that land described as 50 acres in that deed from King Randall and wife, Malinda Randall to P. D. Randall and wife, Johnnie Mae Randall, dated 27 October 1945 as recorded in Volume 111, Page 546 of the Deed Records of said county. Said 16.681 acres being more particularly described as follows:

COMMENCE at a set iron rod for the northwest corner of Tract 1 of that partition herein described, said rod being North 89 degrees 16 minutes 06 seconds East, a distance of 30.00 feet from the centerline of a county maintained road, from said rod the original northwest corner of said 50 acre tract bears South 89 degrees 16 minutes 06 seconds East 10.01 feet;

THENCE South 2 degrees 08 minutes 55 seconds East, a distance of 522.24 feet to a set iron rod for the PLACE OF BEGINNING;

THENCE North 89 degrees 09 minutes 20 seconds East, a distance of 738.42 feet to a set iron rod for the northwest reentrant corner of that tract of land herein described said rod being in the right-of-way for a pipeline;

THENCE North 16 degrees 05 minutes 59 seconds West, a distance of 274.49 feet to set iron rod at a point in a pipeline right-of-way for the most southerly southeast corner of that tract of land herein described;

THENCE North 89 degrees 16 minutes 06 seconds East, a distance of 1191.73 feet to a set iron rod for the northeast corner of that tract of land herein described, said rod being on the east line of said 50 acre tract;

THENCE South 0 degrees 49 minutes 21 seconds East, with said east line a distance of 461.72 feet to a set iron rod for the southeast corner of that tract of land herein described;

THENCE South 89 degrees 09 minutes 21 seconds West, a distance of 2005.57 feet to a set iron rod for the southwest corner of that tract of land herein described, said rod being on the west right-of-way line for said road;

THENCE North 2 degrees 08 minutes 55 seconds West, with said right-of-way a distance of 402.03 feet to the PLACE OF BEGINNING containing 16.681 acres.

EXHIBIT A

and A. H. Walker, County Clerk -

2018

by me.

records of:

County of Walker

COUNTY OF WALKER

By

Abstract Number - 127162

Amount: 34.00

Document Number: 00038203

As a Recordings

On: May 22, 2018 at 02:30P

Filed for Record in:
Walker County

incidentally appropriate. The data contained herein has been compiled from many different sources, both public and private and Walker County does not guarantee its accuracy, or completeness. There is no claim asserted that this data is based on surveying or engineering grade data. In no event, Walker County makes no warranty, expressed or implied, including warranties of merchantability and fitness for any particular purpose. Users of this information should not assume that this data is suitable for any specific or general purpose based on any verbal or nonverbal communications or similar uses by internal staff. Any user of the information contained herein shall be responsible for any use they make of this data regardless of any direct, implied, or perceived communications from the employees of Walker County. Some portions of this data may be derived from sources not intended for release to non-governmental entities and should not be released or copied to private or public entities without the prior written consent of Walker County. 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 any person in reliance upon any information or data furnished herein.

Exhibit E, 2-4

WARD RANCH RD

ROBERTS RD

ROBERTS SPUR

COUNTZ SPUR

PROP ID 14300

W

E

S

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>RAYFORD JOHNSON</i>		Application Number: <i>P-2023-028</i>
A2. Property Owner's Street Address [REDACTED]		Date of Submittal: <i>5-12-2023</i>
City <i>Huntsville</i>	State <i>TX</i>	ZIP Code <i>77320</i>
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>ID# 14300</i> <i>GEO ID: 0041-100-0-02430</i> <i>ROARK W (A-41), TRACT 24.3, ACRES 16.681</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>A-41</i>	B2. Tax ID Number(s) of Parent Tract <i>ID# 14300</i>	B3. Deed Volume/Page <i>v - 166</i> <i>pg - 405</i>
B4. Existing or Proposed Name of Subdivision <i>JOHNSON DAUGHTER ESTATE</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>Minor Plat of JOHNSON Family Estates showing Parent tract</i>		<i>1</i>
C.2 <i>Proposed Daughter tract of 2.532 ACRES from Parent tract (ID# 14300)</i>		<i>2</i>
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) B 2.2 of the Subdivision Regulations of Walker County, Texas as follows:

SEEKING VARIANCE of the 3:1 depth to width of Proposed
DAUGHTER TRACT (2.532 ACRES)

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"):

DUE to the PHYSICAL DIMENSION of the PARENT TRACT
BEING NARROW in width at ROBERTS Rd & long for the
entire depth of tract. at proposed portion of Daughter
TRACT (@ ROBERTS Rd) is only ABOUT 196.85' w & Appt. 737.82
ft deep to end of proposed Lot. ~~set~~

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

Yes X No _____

If yes please explain below:

NOT BEING ABLE to MEET CONTRACTUAL DEADLINE thus
creating additional costs

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

Signature of Owner/Applicant



Date

5-12-2023

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

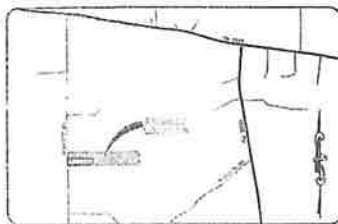
Printed Name

Date

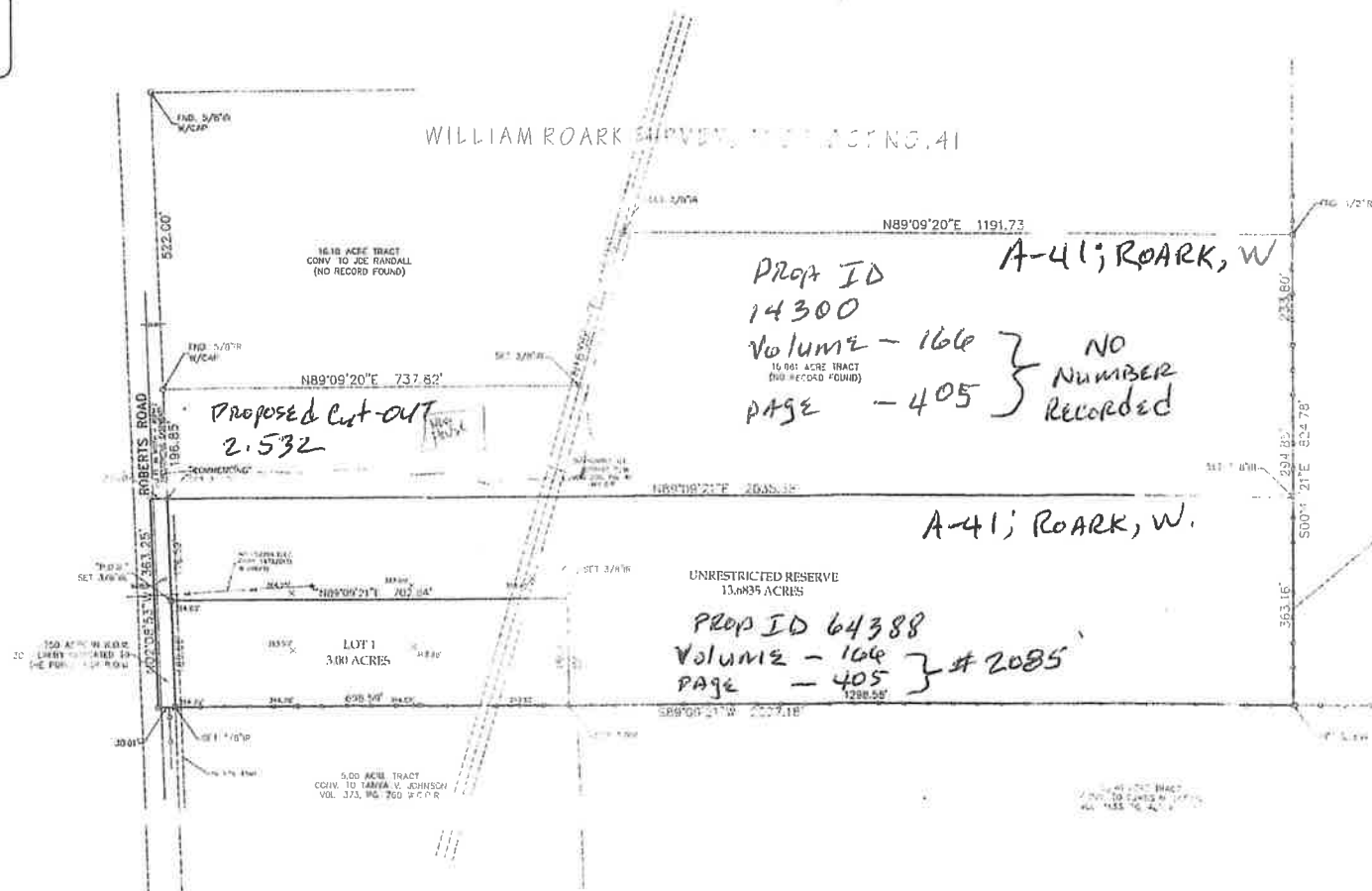
Signature of Owner/Applicant acknowledging conditions after court action.

Date

#1



VICINITY MAP NOT TO SCALE



ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF THE SURVEYOR AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION IN WRITING FROM THE SURVEYOR.

TO ALL PARTIES INTERESTED IN THE PREMISES SURVEYED

THE UNDERSIGNED CERTIFIES THAT THERE ARE NO DISCREPANCIES, CONFLICTS, SHORTAGES IN AREA, BOUNDARIES IN CONFLICT, ENCROACHMENTS, OVERLAPPING OF IMPROVEMENTS, VISIBLE RIGHTS-OF-WAYS AND EASEMENTS, AS SHOWN HEREON, SPECIFICALLY TO THE CORP. II

CHARLES A. MCKINLEY
P.L.S. NO. 1104
LICENSED SURVEYOR NO. 150,61699
STATE OF TEXAS

- NOTES
1. BEARINGS REFERENCED AS "T/A OF ROBERTS"
 2. ADDRESS: 318 ROBERTS ROAD, WALKER COUNTY, TEXAS
 3. NOTES AND BOUNDS ON SCRAWLED DOCUMENT
 4. SURVEY WAS PREPARED WITH THE HELP OF A PREPARED BY FIRST AMERICAN TITLE COMPANY, C.
 5. RIGHT OF WAY TO WALKER COUNTY, TEXAS, W.C.R.
 6. RIGHT OF WAY TO MID SOUTH ELECTRIC CO. CORP., W.C.R.
 7. RIGHT OF WAY TO HUMBLE OIL & REFINING COMPANY III W.C.R.

OWNER(S):
TAMARA V. JOHNSON
ESSALYN JOHNSON

SURVEYOR:
THE JEAN MCKINLEY CO., INC.
CHARLES A. MCKINLEY
P.O. BOX 4218
ASADENA, TEXAS 77502
PHONE: (713) 473-3502
FAX: (713) 473-3502
EMAIL: mckinley@jeanmckinley.com

MINOR PLAT OF JOHNSON FAMILY ESTATES

A SUBDIVISION OF 16.035 ACRES BEING THAT PART OF A PORTION OF A SO CALLED 80 ACRES TRACT OUT OF A PORTION OF A SO CALLED 80 ACRES TRACT OF P. D. RANDALL & JOHNNIE MAE RANDALL RECORDED IN VOLUME 111, PAGE 840, OF THE WALKER COUNTY DEED RECORDS, WILLIAM ROARK SURVEY, ABSTRACT NO. 41, WALKER COUNTY, TEXAS.

FILED 1-100 DATE: SEPTEMBER 10, 2007

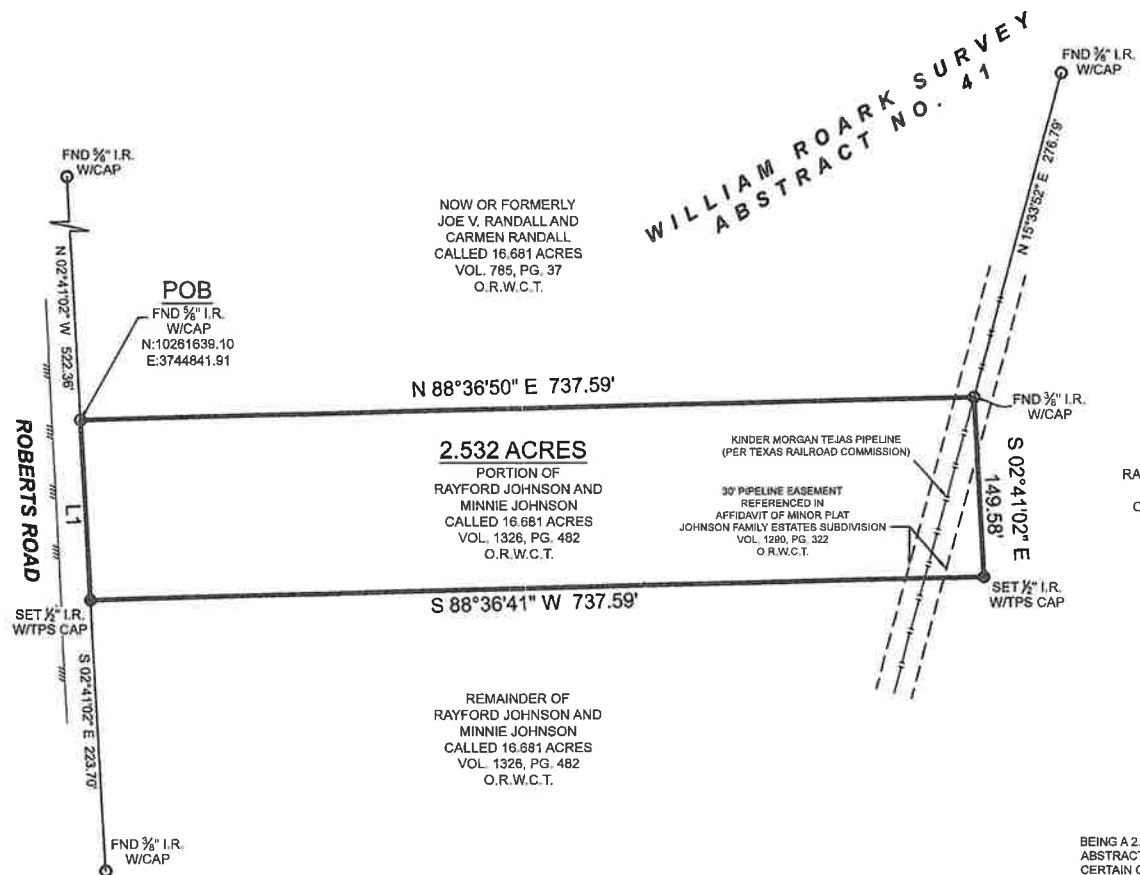
#2

0' 100' 200' 300'

Scale: 1" = 100'

SYMBOL LEGEND

- EDGE OF ASPHALT
- PIPELINE
- FOUND SURVEY MONUMENT
- SET SURVEY MONUMENT



GENERAL NOTES:

1) THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A CURRENT TITLE REPORT. SURVEYOR DID NOT ABSTRACT TITLE AND DOES NOT CERTIFY TO EASEMENTS OR RESTRICTIONS NOT SHOWN. CHECK WITH YOUR LOCAL GOVERNING AGENCIES FOR ANY ADDITIONAL EASEMENTS, BUILDING LINES OR OTHER RESTRICTIONS NOT REFLECTED ON SURVEY.

BOUNDARY SURVEY

BEING A 2.532 ACRE TRACT OF LAND SITUATED IN THE WILLIAM ROARK SURVEY, ABSTRACT NUMBER 41, WALKER COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 16.681 ACRE TRACT DESCRIBED IN INSTRUMENT TO RAYFORD JOHNSON AND MINNIE JOHNSON (JOHNSON TRACT), RECORDED IN VOLUME 1326, PAGE 482, OF THE OFFICIAL RECORDS OF WALKER COUNTY, TEXAS (O.R.W.C.T.), SAID 2.532 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY THE ATTACHED METES AND BOUNDS DESCRIPTION:

I HEREBY CERTIFY THAT THIS SURVEY WAS THIS DAY MADE UNDER MY SUPERVISION ON THE GROUND OF THE ABOVE DESCRIBED PROPERTY, AND THAT THE ABOVE PLAT OR DRAWING REFLECTS THE FINDINGS ON THE GROUND OF THE PROPERTY AT THIS TIME AND THAT THIS SURVEY MEETS THE MINIMUM STANDARDS OF PRACTICE AS APPROVED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYING.



PROJECT NUMBER	30744
DATE	02/08/2023
DRAWN BY	JAM
CHECKED BY	CPP
FIELD CREW	DK
REVISION 1	
REVISION 2	
REVISION 3	
REVISION 4	

PURCHASER.....PRECISION HOMES
ADDRESS.....ROBERTS ROAD, HUNTSVILLE, TX. 77320
SURVEY.....WILLIAM ROARK, A - 41
SUBJECT.....2.532 ACRES
COUNTY.....WALKER

NO PORTION OF THIS PROPERTY APPEARS TO LIE WITHIN THE 100 YEAR FLOODPLAIN PER GRAPHIC SCALING OF COMMUNITY PANEL NO. 48471C0350D HAVING AN EFFECTIVE DATE OF 08/18/2011.

ALL COORDINATES, BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983 (2011 ADJUSTMENT), CENTRAL ZONE (TXC-4203), U.S. SURVEY FEET, AND ARE BASED ON GPS OBSERVATIONS MADE BY TEXAS PROFESSIONAL SURVEYING, LLC.

Thomas A. McIntyre
Registered Professional Land Surveyor No. 6921



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 WAVERLY MANORS AT HIGH MEADOW DEVELOPMENT LLC		Application Number: <div style="font-size: 1.2em; font-family: cursive;">P-2023-010</div>
A2. Property Owner's Street Address <div style="background-color: black; height: 1.2em; width: 100%;"></div>		Date of Submittal: <div style="font-size: 1.2em; font-family: cursive;">2/21/2023 2-24-23</div>
City MAGNOLIA	State TX	ZIP Code 77355
A3. Property Owner's Email Address <div style="background-color: black; height: 1.2em; width: 100%;"></div>	A4. Property Owner's Telephone Number <div style="background-color: black; height: 1.2em; width: 100%;"></div>	
A5. Property Description of Parent Tract (Lot and Block Numbers, Legal Description, etc.) BEING a 287.71 acre tract of land in the Jose De La Garza Survey, Abstract 22, Walker County, Texas, and being all of a called 160.31 acre tract of land as recorded in County Clerk's File No. 58613, and being all of a called 127.54 acre tract of land as recorded in County Clerk's File No. 58612, and being part of the Hatcher called 111.321 acre tract of land as recorded in Volume 431, Page 221 of the County Deed Records. Said 287.71 acre tract being more particularly described in a Title Survey dated May 2, 2022, G.F. 22471030018, by Michael Warren R.P.L.S. # 4935		
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 GARZA J M (A-22)	B2. Tax ID Number(s) of Parent Tract Property ID: 12562; Owner ID: 839405 Tax Certificate # 49111	B3. Deed Volume/Page 2022-81962
B4. Existing or Proposed Name of Subdivision The Manors	B5. Is the application for a division of a lot in an Existing Platted Subdivision? (Yes/No) No	
THE ABOVE NAMED APPLICANT DOES HEREBY MAKE AN APPEAL TO THE COMMISSIONER'S COURT OF WALKER COUNTY FOR A VARIANCE TO THE REGULATORY REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF WALKER COUNTY, TEXAS.		
SECTION C – LIST OF ATTACHMENTS Please list any supporting documents or submittals included with the variance request as attachments.		
Description of Attachment(s)		Exhibit #
C.1 Landplan Exhibit		1
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:

Maximum lot depth - Owner is proposing lot depths greater than three times the frontage width
for some lots within the development which include large portions of floodplain encroachment.

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 x No

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

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

This variance request is due to the fact that a large portion of the total area of this development,
approximately 58.66 Acres out of 287.71 Acres, lies within the 100-year floodplain. Those areas that
are within the 100-year floodplain have been incorporated in the lots, outside the proposed build
area, causing those lots to exceed the maximum allowable depth of three times the lot frontage.

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

Yes X No

If yes please explain below:

Without the requested variance, roughly 20% of the overall development would be unusable
by the owner and would jeopardize the feasibility of the project.

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

Signature of Owner/Applicant



Date

2/24/23

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.

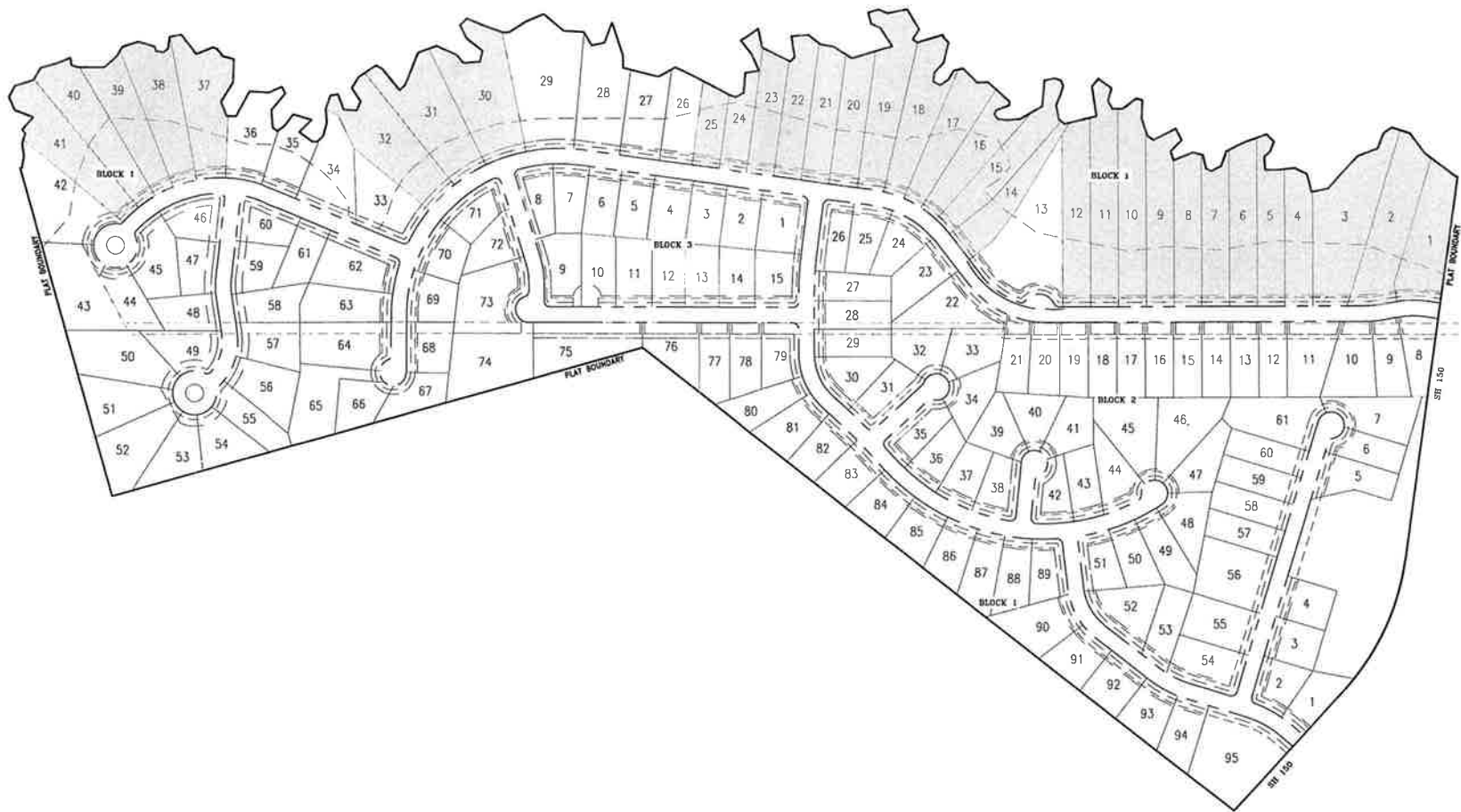
Commissioner's Court Signature

Printed Name

Date

Signature of Owner/Applicant acknowledging conditions after court action.

Date



0 250 500
SCALE: 1" = 500'

PROJECT NAME:	THE MANORS
PROJECT NUMBER:	13087
PREPARED FOR:	WALKER COUNTY P & D
DATE:	FEBRUARY 24, 2023

FLOODPLAIN LOTS EXCEEDING 3:1 DEPTH TO WIDTH RATIO VARIANCE EXHIBIT



BLEYL ENGINEERING

TEXAS FIRM REGISTRATION NO. F-678

100 NUGENT STREET, CONROE TEXAS 77301

PHONE 936-441-7833 FAX 936-760-3833

WWW.BLEYLENGINEERING.COM

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 WAVERLY MANORS AT HIGH MEADOW DEVELOPMENT LLC		Application Number: P-2023-010
A2. Property Owner's Street Address <div style="background-color: black; height: 1.2em; width: 100%;"></div>		Date of Submittal: 2-24-23
City MAGNOLIA	State TX	ZIP Code 77355
A3. Property Owner's Email Address <div style="background-color: black; height: 1.2em; width: 100%;"></div>	A4. Property Owner's Telephone Number <div style="background-color: black; height: 1.2em; width: 100%;"></div>	
A5. Property Description of Parent Tract (Lot and Block Numbers, Legal Description, etc.) BEING a 287.71 acre tract of land in the Jose De La Garza Survey, Abstract 22, Walker County, Texas, and being all of a called 160.31 acre tract of land as recorded in County Clerk's File No. 58613, and being all of a called 127.54 acre tract of land as recorded in County Clerk's File No. 58612, and being part of the Hatcher called 111.321 acre tract of land as recorded in Volume 431, Page 221 of the County Deed Records; said 287.71 acre tract of land being also described in a General Warranty Deed to Waverly Manors at High Meadow Development LLC, recorded in Document No. 2022-81962, Official Public Records of Walker County, Texas.		
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 GARZA J M (A-22)	B2. Tax ID Number(s) of Parent Tract Property ID: 12562; Owner ID: 839405 Tax Certificate # 49111	B3. Deed Volume/Page 2022-81962
B4. Existing or Proposed Name of Subdivision Waverly Manors	B5. Is the application for a division of a lot in an Existing Platted Subdivision? (Yes/No) No	
THE ABOVE NAMED APPLICANT DOES HEREBY MAKE AN APPEAL TO THE COMMISSIONER'S COURT OF WALKER COUNTY FOR A VARIANCE TO THE REGULATORY REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF WALKER COUNTY, TEXAS.		
SECTION C – LIST OF ATTACHMENTS Please list any supporting documents or submittals included with the variance request as attachments.		
Description of Attachment(s)		Exhibit #
C.1 Utility Easement Exhibit		1
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) B2.9 of the Subdivision Regulations of Walker County, Texas as follows:

Utility Easement Location - Owner is proposing that the 20-foot utility easement be placed outside
of the existing 50' Explorer Pipeline Easement, which runs parallel and adjacent to the proposed
right-of-way in some places throughout the development.

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 x No

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

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

This variance request is to allow for the 20' utility easement that would typically run parallel
and adjacent to the right-of-way, to be placed outside an existing 50' pipeline easement (50'
explorer pipeline esmt; vol. 231, page 556) that runs parallel and adjacent to the proposed
right-of-way. The existing pipeline easement runs directly through the development from the
northern boundary to the southern boundary. The landplan incorporates the easement along the right-of-
way to prevent any significant lot revisions for the development.

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

Yes X No

If yes please explain below:

If unable to move forward with the variance request mentioned above, significant design and lot
configurations would need re-evaluation, in addition to the feasibility of the project as a whole.

- 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 X No Please list the additional measures below.

As a consequence of the existing pipeline easement, it is also proposed that the building setback line be placed at the same location as the utility
easement, 20' outside the pipeline easement, where necessary. The building setback line would therefore be 70' outside of the proposed right-of-way,
as opposed to the 25' setback called for in section B2.7 of the subdivision regulations of Walker County, Texas.

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**

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

Signature of Owner/Applicant



Date

2/24/23

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.

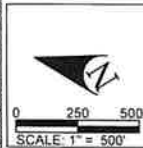
Commissioner's Court Signature

Printed Name

Date

Signature of Owner/Applicant acknowledging conditions after court action.

Date



PROJECT NAME:	THE MANORS
PROJECT NUMBER:	13087
PREPARED FOR:	WALKER COUNTY P & D
DATE:	FEBRUARY 24, 2023

OFFSET UTILITY EASEMENT VARIANCE REQUEST



BLEYL ENGINEERING

TEXAS FIRM REGISTRATION NO. F-678

100 NUGENT STREET, CONROE TEXAS 77301

PHONE 936-441-7833 FAX 936-760-3833

WWW.BLEYLENGINEERING.COM

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 WAVERLY MANORS AT HIGH MEADOW DEVELOPMENT LLC		Application Number: P-2023-010
A2. Property Owner's Street Address [REDACTED]		Date of Submittal: 4-6-2023
City	State	ZIP Code
MAGNOLIA	TX	77355
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.) BEING a 287.71 acre tract of land in the Jose De La Garza Survey, Abstract 22, Walker County, Texas, and being all of a called 160.31 acre tract of land as recorded in County Clerk's File No. 58613, and being all of a called 127.54 acre tract of land as recorded in County Clerk's File No. 58612, and being part of the Hatcher called 111.321 acre tract of land as recorded in Volume 431, Page 221 of the County Deed Records; said 287.71 acre tract of land being also described in a General Warranty Deed to Waverly Manors at High Meadow Development LLC, recorded in Document No. 2022-81962, Official Public Records of Walker County, Texas.		
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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 Frontage and Access Exhibit		1
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) B3.4.1 of the Subdivision Regulations of Walker County, Texas as follows:

Points of Access - Owner is proposing that secondary access be restricted to emergency access only.

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 X No _____

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

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

This variance request is to allow for the second point of access to be restricted to emergency access.

Typically two separate and approved public access roads would be required. The traffic flow analysis shows that a single left turn lane can adequately accommodate the anticipated traffic volume. Two public access points doubles the locations of left turn movements, increasing the risk to public safety involved with said left turn movements across high-speed rural highways. Also, the proposed emergency access is just east of a curve, further increasing the risk of left turn movements if made a public access.

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

Yes X No _____

If yes please explain below:

If unable to move forward with the variance request mentioned above, turn lanes and widening of SH-150 would be required along the entire frontage of the property, increasing locations of left turn movements, as well as threatening the feasibility of the project as a whole.

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

Yes _____ No _____ Please list the additional measures below.

SECTION F -VARIANCE(S) GRANTED

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

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

Signature of Owner/Applicant



Date

4/6/2023

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.

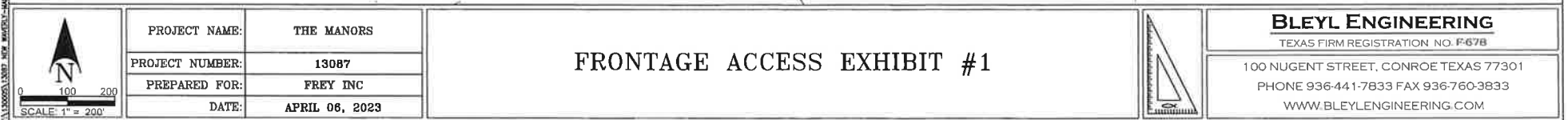
Commissioner's Court Signature

Printed Name

Date

Signature of Owner/Applicant acknowledging conditions after court action.

Date



FRONTAGE ACCESS EXHIBIT #1

100 NUGENT STREET, CONROE TEXAS 77301
PHONE 936-441-7833 FAX 936-760-3833
WWW.BLEYENGINEERING.COM