

The Bowie News, Inc
 PO Box 831
 Bowie TX 76230

Invoice

Phone #	Date	Invoice #
940-872-2247	7/31/2024	116101

Bill To

IN-TS
 Montague County Commissioners Court
 PO Box 416
 Montague, TX 76251



Please Make Checks Payable To: The Bowie News Our terms are net 30. Any unpaid invoices over 30 days past due are subject to late payment charges of 1.5% per month, as allowed by Texas State Law.	Terms	Due Date	P.O. No.	Rep
	Net 30	8/30/2024	Notice Bidders	NO

Description	Quantity	Price Each	Amount
Legal Line Ad Wastewater Treatment Plant	303	0.65	196.95
<p>A/P Voucher Date <u>8/20/24</u></p> <p>Department _____</p> <p>Line Item _____ \$ _____</p> <p>Pay To: _____</p> <p>Approval <u>mm</u></p> <p>Received _____ Date: _____</p>			

Tear Sheets Are Available Online For Your Convenience
 Go To: bowienewsonline.com
 1. Click on The Online Addition
 2. Click on The Image of The Paper
 3. Click on Subscriber Login
 Login: BNTS
 Password: 76230

Total	\$196.95
Payments/Credits	\$0.00
Balance Due	\$196.95

The Bowie News, Inc
 PO Box 831
 Bowie TX 76230

Invoice

Phone #	Date	Invoice #
940-872-2247	8/7/2024	116239

Bill To
IN-TS Montague County Commissioners Court PO Box 416 Montague, TX 76251



Please Make Checks Payable To: The Bowie News Our terms are net 30. Any unpaid invoices over 30 days past due are subject to late payment charges of 1.5% per month, as allowed by Texas State Law.	Terms	Due Date	P.O. No.	Rep
	Net 30	9/6/2024	Notice Bidders	NO

Description	Quantity	Price Each	Amount
Legal Line Ad Wastewater Treatment Plant A/P Voucher Date <u>8/20/24</u> Department _____ Line Item _____ \$ _____ Pay To: _____ Approval _____ Received _____ Date: _____	303	0.65	196.95

Tear Sheets Are Available Online For Your Convenience Go To: bowienewsonline.com 1. Click on The Online Addition 2. Click on The Image of The Paper 3. Click on Subscriber Login Login: BNTS Password: 76230	Total	\$196.95
	Payments/Credits	\$0.00
	Balance Due	\$196.95

CYBERSECURITY TRAINING CERTIFICATION FOR STATE AND LOCAL GOVERNMENTS

In accordance with Section 2054.5191, Government Code, the governing body of a local government, shall:

- verify and report on the completion of a cybersecurity training program by employees of the local government, and
- require periodic audits to ensure compliance with this section.

In accordance with Section 2054.5191, Government Code, the executive head of each state agency, shall:

- verify completion of a cybersecurity training program by employees of the state agency in a manner specified by the department, and
- periodically require an internal review of the agency to ensure compliance with this section.

In accordance with Section 2054.5192, Government Code, a state agency shall require any contractor who has access to a state computer system or database to complete a cybersecurity training program certified under Section 2054.519 as selected by the agency. The person who oversees contract management for the agency, shall:

- report the contractor's completion, and
- periodically review agency contracts to ensure compliance with this section.


This form is for state and local governments to report completion of cybersecurity training by employees. (<https://dir--staging--livepreview.cs32.force.com/SecurityTrainingVerification/s/null>). For entities electing to report their status multiple times, the report submitted last in time shall be considered the official report.

Browser Requirements: The supported browsers are Chrome, Edge, Firefox or Safari. Do not use Internet Explorer.

Contact Information

* (required) Legal First Name 

Jessica

* (required) Legal Last Name 

Moster

* (required) Email

jthomas@montaguesheriff.com

* (required) Phone

9408942549

* (required) Title i

IT Director

Reporting Year

Select the year that you are certifying completion of cybersecurity training. Reporting year is based on state fiscal years (September 1 – August 31). State and Local governments must complete training annually.

* (required) Reporting Year

2024 ▲
▼

Please select a fiscal year from the dropdown.

By checking below, you indicate that you agree with the following statements as applicable for your organization:

- If a local government, my organization is in compliance with the employee security awareness training requirements of Section 2054.5191, Texas Government Code;
 - If a school district, my district is also in compliance with Section 11.175(g), Education Code;
 - If a state agency, my agency is in compliance with the employee security awareness training requirements of Section 2054.519, Texas Government Code and the contractor security awareness training requirements of Section 2054.5192, Texas Government Code.
- AND
- My organization is in compliance with the internal review requirements of Section 2054.5191, Texas Government Code; and
 - I am authorized by my organization to submit this certification.

* (required) % Training Completion

100 ▲
▼

I certify that the information I have submitted is true and complete. I understand that knowingly submitting information that is not true and complete may result in civil or criminal penalties. I acknowledge that submitting this form satisfies the reporting requirements specified under Sec. 2054.5191 and Sec. 2054.5192, Texas Government Code (if applicable).



Submission Comments

Provide any comments related to your submission, or certification of employee training. If reporting under 100% completion, please provide feedback on obstacles encountered and how the statewide cybersecurity program could assist in increasing your organization's participation.

Salesforce Sans ▼ 12 ▼ **B** *I* U

FirstName	LastName	Completed	Percentage Completed	Username	Email	StartDate	CompletedDate
Aaron	Brandle	TRUE	100	abrandle@montaguesheriff.com	abrandle@montaguesheriff.com	4/3/2024 12:43	4/3/2024 12:46
Addie	Kirkpatrick	TRUE	100	akirkpatrick@co.montague.tx.us	akirkpatrick@co.montague.tx.us	4/1/2024 18:23	4/1/2024 18:37
Amanda	Cunningham	TRUE	100	admin@97thdistrictcourt.com	admin@97thdistrictcourt.com	5/8/2024 14:07	5/8/2024 14:10
Amie	Kirkland	TRUE	100	akirkland@co.montague.tx.us	akirkland@co.montague.tx.us	4/1/2024 20:54	4/2/2024 13:54
Andrea	Nobile	TRUE	100	Andrea.nobile@ag.tamu.edu	Andrea.nobile@ag.tamu.edu	4/1/2024 18:19	5/13/2024 16:17
Andrea	ONeal	TRUE	100	aoneal@co.montague.tx.us	aoneal@co.montague.tx.us	5/10/2024 14:11	5/13/2024 14:51
Andrew	Miller	TRUE	100	amiller@montaguesheriff.com	amiller@montaguesheriff.com	4/2/2024 14:57	4/2/2024 20:09
Angela	Hailey	TRUE	100	angieo39neal@yahoo.com	angieo39neal@yahoo.com	4/2/2024 16:12	4/2/2024 16:45
Angela	Uselton	TRUE	100	auselton@co.montague.tx.us	auselton@co.montague.tx.us	4/1/2024 17:57	4/1/2024 18:11
Angelia	Richardson	TRUE	100	arichardson@co.montague.tx.us	arichardson@co.montague.tx.us	4/5/2024 16:08	4/5/2024 16:41
Ashley	Eldred	TRUE	100	aeldred@montaguesheriff.com	aeldred@montaguesheriff.com	4/2/2024 13:42	4/2/2024 15:09
Ashley	Ritchie	TRUE	100	aritchie@co.montague.tx.us	aritchie@co.montague.tx.us	5/10/2024 14:12	8/13/2024 14:58
Audra	Anderson	TRUE	100	aanderson@montaguesheriff.com	aanderson@montaguesheriff.com	4/2/2024 17:31	4/2/2024 17:42
Brandon	Fischer	TRUE	100	bfischer@montaguesheriff.com	bfischer@montaguesheriff.com	8/13/2024 16:24	8/13/2024 16:49
Brittney	Edwards	TRUE	100	montaguejp1@co.montague.tx.us	montaguejp1@co.montague.tx.us	3/28/2024 15:15	3/28/2024 15:26
Carly	Messer	TRUE	100	Tac@co.montague.tx.us	Tac@co.montague.tx.us	3/28/2024 14:53	8/6/2024 18:51
Chandon	Heugatter	TRUE	100	cheugatter@montaguesheriff.com	cheugatter@montaguesheriff.com	8/14/2024 8:46	8/14/2024 8:54
Charles	Lanier	TRUE	100	fema@co.montague.tx.us	fema@co.montague.tx.us	4/1/2024 13:23	4/1/2024 17:48
Charles	Young	TRUE	100	cyoung@montaguesheriff.com	cyoung@montaguesheriff.com	3/29/2024 5:50	3/29/2024 5:59
Charlie	Hamilton	TRUE	100	charlie.hamilton@co.montague.tx.us	charlie.hamilton@co.montague.tx.us	5/8/2024 20:08	5/8/2024 20:16
Chelsie	Gerlach	TRUE	100	commissioners@co.montague.tx.us	commissioners@co.montague.tx.us	4/1/2024 14:45	4/1/2024 15:31
Cheryl	Rhoades	TRUE	100	d.rhoades@co.montague.tx.us	d.rhoades@co.montague.tx.us	4/19/2024 18:31	4/19/2024 19:06
chris	hamilton	TRUE	100	chris.hamilton@co.montague.tx.us	chris.hamilton@co.montague.tx.us	5/9/2024 20:50	5/9/2024 21:06
Claburn	Riddle	TRUE	100	clay.riddle@co.montague.tx.us	clay.riddle@co.montague.tx.us	5/8/2024 16:34	5/8/2024 16:39
Clinton	Pelton	TRUE	100	cpelton@montaguesheriff.com	cpelton@montaguesheriff.com	5/13/2024 4:18	5/13/2024 4:21
Cody	Busby	TRUE	100	cbusby@97thcscd.com	cbusby@97thcscd.com	5/8/2024 15:06	5/8/2024 15:15
Cynthia	Perkins	TRUE	100	cperkins@montaguesheriff.com	cperkins@montaguesheriff.com	4/9/2024 5:09	4/9/2024 6:34
Daniel	Carter	TRUE	100	darter@montaguesheriff.com	darter@montaguesheriff.com	4/3/2024 2:13	4/3/2024 2:19
Daniel	Williams	TRUE	100	dwilliams@montaguesheriff.com	dwilliams@montaguesheriff.com	4/3/2024 16:55	4/3/2024 16:57
Debbie	Jones	TRUE	100	djones@97thcscd.com	djones@97thcscd.com	5/21/2024 14:21	5/21/2024 14:34
Deborah	Johnson	TRUE	100	moncojuv@wfquik.com	moncojuv@wfquik.com	4/3/2024 17:16	4/3/2024 17:49
Elizabeth	Blevins	TRUE	100	eblevins@97thcscd.com	eblevins@97thcscd.com	4/18/2024 13:27	4/18/2024 13:38

Ginger	Wall	TRUE	100	gwall@co.montague.tx.us	gwall@co.montague.tx.us	4/1/2024 16:46	4/1/2024 16:51
Hailey	Rainey	TRUE	100	hrainey@montaguesheriff.com	hrainey@montaguesheriff.com	8/13/2024 13:55	8/13/2024 15:03
Harvey	Johnson	TRUE	100	hjohnson@co.montague.tx.us	hjohnson@co.montague.tx.us	8/7/2024 14:50	8/7/2024 15:07
Heather	Kutie	TRUE	100	hkutie@montaguesheriff.com	hkutie@montaguesheriff.com	3/30/2024 3:31	3/30/2024 3:34
Hershel	Brewer	TRUE	100	brewer1984@yahoo.com	brewer1984@yahoo.com	7/15/2024 13:35	8/13/2024 14:41
Hugh	Alexander	TRUE	100	halexander@97thcsd.com	halexander@97thcsd.com	4/16/2024 16:21	4/16/2024 16:36
Ian	Hostetter	TRUE	100	ihostetter@montaguesheriff.com	ihostetter@montaguesheriff.com	4/25/2024 7:45	4/25/2024 7:50
Jack	Lawson	TRUE	100	jlawson@montaguesheriff.com	jlawson@montaguesheriff.com	3/28/2024 19:40	3/28/2024 19:57
Jack	Pigg	TRUE	100	jpiggjp2@co.montague.tx.us	jpiggjp2@co.montague.tx.us	4/2/2024 14:07	4/2/2024 14:20
Jalyn	Brandle	TRUE	100	jblevins@montaguesheriff.com	jblevins@montaguesheriff.com	4/3/2024 19:40	4/3/2024 19:42
James	Hall	TRUE	100	jhall@montaguesheriff.com	jhall@montaguesheriff.com	3/29/2024 14:47	3/29/2024 15:02
James	Perkins	TRUE	100	jperkins@montaguesheriff.com	jperkins@montaguesheriff.com	3/30/2024 10:10	3/30/2024 10:19
Jeffrey	Tyler	TRUE	100	jtyler@montaguesheriff.com	jtyler@montaguesheriff.com	4/5/2024 13:56	4/5/2024 15:25
Jennifer	Essary	TRUE	100	jessarymca@gmail.com	jessarymca@gmail.com	4/3/2024 16:45	4/3/2024 17:00
Jennifer	Fenoglio	TRUE	100	j.fenoglio@co.montague.tx.us	j.fenoglio@co.montague.tx.us	4/2/2024 13:43	4/2/2024 13:56
Jennifer	Heath	TRUE	100	jheath@montaguesheriff.com	jheath@montaguesheriff.com	8/6/2024 21:28	8/6/2024 22:10
Jennifer	Hougbenou	TRUE	100	jhougbenou@co.montague.tx.us	jhougbenou@co.montague.tx.us	3/28/2024 15:05	3/28/2024 15:08
Jennifer	Schindler	TRUE	100	jennifer.schindler@co.clay.tx.us	jennifer.schindler@co.clay.tx.us	5/9/2024 19:58	5/9/2024 20:09
Jerome	Travis	TRUE	100	jtravis@montaguesheriff.com	jtravis@montaguesheriff.com	8/16/2024 15:33	8/16/2024 16:50
Jerry	DeMoss	TRUE	100	jdemoss@co.montague.tx.us	jdemoss@co.montague.tx.us	5/8/2024 14:53	5/8/2024 14:56
Jessica	Morris	TRUE	100	Jessica.morris@co.montague.tx.us	Jessica.morris@co.montague.tx.us	5/8/2024 15:40	5/8/2024 15:59
Jessica	Moster	TRUE	100	jthomas@montaguesheriff.com	jthomas@montaguesheriff.com	4/2/2024 14:12	8/8/2024 14:28
Judy	Price	TRUE	100	judy.price@co.montague.tx.us	judy.price@co.montague.tx.us	4/2/2024 16:32	4/2/2024 16:35
Kaden	Maness	TRUE	100	KManess@montaguesheriff.com	KManess@montaguesheriff.com	4/1/2024 22:01	4/1/2024 22:04
Kasie	Hamilton	TRUE	100	khamilton@montaguesheriff.com	khamilton@montaguesheriff.com	4/17/2024 16:33	4/17/2024 19:08
Kathryn	Phillips	TRUE	100	k.phillips@co.montague.tx.us	k.phillips@co.montague.tx.us	5/9/2024 20:32	5/9/2024 20:44
Keith	Green	TRUE	100	greenhunter4728@yahoo.com	greenhunter4728@yahoo.com	4/4/2024 21:59	4/4/2024 22:31
Kelly	McNabb	TRUE	100	Kelly.mcnabb@co.montague.tx.us	Kelly.mcnabb@co.montague.tx.us	4/2/2024 21:07	4/2/2024 21:26
Kevin	Benton	TRUE	100	co.judge@co.montague.tx.us	co.judge@co.montague.tx.us	4/19/2024 19:55	4/19/2024 20:13
Kimberly	Clampitt	TRUE	100	kclampitt@co.montague.tx.us	kclampitt@co.montague.tx.us	4/1/2024 18:31	4/5/2024 17:26
Kimberly	Jones	TRUE	100	mcoclerk@windstream.net	mcoclerk@windstream.net	3/28/2024 15:21	3/28/2024 15:32
Konner	Chancellor	TRUE	100	kchancellor@montaguesheriff.com	kchancellor@montaguesheriff.com	5/8/2024 16:41	5/8/2024 16:45
Kristi	Vineyard	TRUE	100	kristi.vineyard23@gmail.com	kristi.vineyard23@gmail.com	4/1/2024 18:23	5/8/2024 13:54
Laura	Uselton	TRUE	100	luselton@co.montague.tx.us	luselton@co.montague.tx.us	3/28/2024 18:32	3/28/2024 19:24

Laurie	Ritchie	TRUE	100	electionclerk@co.montague.tx.us	electionclerk@co.montague.tx.us	4/1/2024 14:57
Leah	Dishman	TRUE	100	l.dishman@co.montague.tx.us	l.dishman@co.montague.tx.us	4/1/2024 18:01
Loretta	Davis	TRUE	100	ldavis@co.montague.tx.us	ldavis@co.montague.tx.us	3/28/2024 18:07
Mark	Murphey	TRUE	100	murphey3@gmail.com	murphey3@gmail.com	4/8/2024 17:15
Marshall	Thomas	TRUE	100	mthomas@montaguesheriff.com	mthomas@montaguesheriff.com	4/3/2024 15:28
Mary	Cantrell	TRUE	100	courtreporter@97thdistrictcourt.com	courtreporter@97thdistrictcourt.com	5/13/2024 19:37
Matthew	Sawyer	TRUE	100	msawyer@montaguesheriff.com	msawyer@montaguesheriff.com	4/10/2024 0:19
Melanie	Stott	TRUE	100	Melanie.potter@ag.tamu.edu	melanie.potter@ag.tamu.edu	4/1/2024 18:01
Melissa	Lanford	TRUE	100	mianford@montaguesheriff.com	mianford@montaguesheriff.com	4/2/2024 13:34
Michael	Mayfield	TRUE	100	mayfield.mike@outlook.com	mayfield.mike@outlook.com	4/3/2024 14:00
Mitch	Sanders	TRUE	100	msanders@montaguesheriff.com	msanders@montaguesheriff.com	8/7/2024 13:10
Peter	Meier	TRUE	100	pmeier@montaguesheriff.com	pmeier@montaguesheriff.com	8/7/2024 3:21
Rachel	Allen	TRUE	100	rachel.allen@co.montague.tx.us	rachel.allen@co.montague.tx.us	8/7/2024 18:09
Richard	Roberts	TRUE	100	rickyroberts4718@gmail.com	rickyroberts4718@gmail.com	8/12/2024 23:42
Ricky	Watson	TRUE	100	rwatson@97thcsd.com	rwatson@97thcsd.com	4/18/2024 14:02
Riley	Blackburn	TRUE	100	rpblackburn@montaguesheriff.com	rpblackburn@montaguesheriff.com	8/6/2024 22:18
Rita	Reed	TRUE	100	rreed@co.montague.tx.us	rreed@co.montague.tx.us	5/10/2024 14:02
Robert	Geurin	TRUE	100	rgeurin@97thcsd.com	rgeurin@97thcsd.com	5/21/2024 14:21
Robert	Langford	TRUE	100	langfordmctx@gmail.com	langfordmctx@gmail.com	8/6/2024 18:33
Robin	Woods	TRUE	100	rwoods@co.montague.tx.us	rwoods@co.montague.tx.us	6/12/2024 16:16
Roy	Darden	TRUE	100	dardenpct1@gmail.com	dardenpct1@gmail.com	6/18/2024 17:18
Russell	Messer	TRUE	100	rusty.messer2391@gmail.com	rusty.messer2391@gmail.com	4/10/2024 15:11
Ryan	Blackburn	TRUE	100	rblackburn@montaguesheriff.com	rblackburn@montaguesheriff.com	5/8/2024 14:14
Shawn	Jones	TRUE	100	shawnjones07@windstream.net	shawnjones07@windstream.net	4/3/2024 15:35
Staci	Romine	TRUE	100	sromine@co.montague.tx.us	sromine@co.montague.tx.us	4/9/2024 13:23
Stacy	Hudson	TRUE	100	jailcaptain@montaguesheriff.com	jailcaptain@montaguesheriff.com	3/28/2024 19:47
Stefanie	Horton	TRUE	100	s.horton@co.montague.tx.us	s.horton@co.montague.tx.us	4/1/2024 18:23
Stepheny	Womack	TRUE	100	jailsigt@montaguesheriff.com	jailsigt@montaguesheriff.com	4/4/2024 16:32
Stormy	Tipton	TRUE	100	stipton@co.montague.tx.us	stipton@co.montague.tx.us	5/9/2024 17:06
Trish	Byars	TRUE	100	judge@97thdistrictcourt.com	judge@97thdistrictcourt.com	5/8/2024 14:38
TRUE	Miller	TRUE	100	tmiller@montaguesheriff.com	tmiller@montaguesheriff.com	8/7/2024 12:50
Tyler	Avlor	TRUE	100	taylor@montaguesheriff.com	taylor@montaguesheriff.com	4/3/2024 1:36
Wakonda	Lofland	TRUE	100	slofland@97thcsd.com	slofland@97thcsd.com	3/28/2024 16:41
William	Acree	TRUE	100	matt.acree@co.montague.tx.us	matt.acree@co.montague.tx.us	4/1/2024 14:41

From: Justin A. Hansard <Justin.Hansard@ag.tamu.edu>
Sent: Tuesday, August 6, 2024 3:57 PM
To: jthomas montaguesheriff.com
Subject: FW: Training completion notification

Will this suffice, or do I need to take it?

Justin Hansard
Texas Agrilife Extension Service
Montague County
940-894-2831
j-hansard@tamu.edu

From: TrainTraq Messenger <TrainTraq-notify@tamus.edu>
Sent: Thursday, January 25, 2024 12:14 PM
To: j-hansard@tamu.edu
Subject: Training completion notification

Dear Justin Hansard,

Congratulations on your recent successful completion of: *3001 : Information Security Awareness* on 01/25/2024.

*** This message is an automated notification from the TAMUS TrainTraq application. Please do not reply, as replies may be sent to an unmonitored mailbox. If you need assistance, the Support tab in TrainTraq will route your inquiry to the proper person. ***

MONTAGUE COUNTY

INVESTMENT POLICY

August 2024

It is the policy of Montague County that, giving due regard to the safety and risk of investment, all available funds shall be invested in conformance with State and Federal Regulations, applicable Bond Resolution requirements, formal Investment Policy, and informal investment strategy.

Effective cash management is recognized as essential to good fiscal management. Aggressive cash management and effective investment strategy development will be pursued to take advantage of interest earnings as viable and material revenue to all County funds. The County's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with this Policy.

SCOPE

This investment policy applies to all the investment activities for Montague County. This Policy establishes guidelines for those authorized to invest funds, for how County funds will be invested and for when and how a periodic review of investments will be made. In addition to this Policy, bond refunds (as defined by the Internal Revenue Service) shall be managed by their governing resolution and all applicable State and Federal Law.

SAFETY OF PRINCIPAL

The primary objective of all investment activity is the preservation of capital and the safety of principal in the overall portfolio. Each investment transaction shall seek to ensure that capital losses are avoided, whether they are from securities defaults or erosion of market value.

MAINTENANCE OF ADEQUATE LIQUIDITY

The investment portfolio will remain sufficiently liquid to meet the cash flow requirements that might be reasonably anticipated, Liquidity shall be achieved by matching investment maturities with forecasted cash flow requirements; investing in securities with active secondary markets; and maintains appropriate portfolio diversification. "THE COUNTY AUDITOR SHALL COORDINATE WITH THE COUNTY TREASURER AND ADVISE WHEN FUNDS ARE AVAILABLE FOR INVESTMENT AND REQUIRED MATURITY DATE, OR WITHDRAWAL."

RETURN ON INVESTMENTS

Consistent with Article 4413 (34) @V.A.S., the county “shall invest local funds in investments which yield the highest possible rate of return while providing necessary protection of the principal consistent with the operating requirements as determined by the governing body.”

For bond proceeds to which Federal yield or arbitrage restrictions apply, the primary objectives shall be to obtain maximum market yield and to minimize the costs associated with the investment of such funds with the constraints of all applicable regulations.

STANDARD OF CARE

The standard of care used by Montague County shall be the “prudent person rule” and shall be applied in the context of managing the overall portfolio within the applicable legal constraint. The Public Funds Act 2256.006(a) states:

“Investments shall be made with judgment and care, under prevailing circumstances that a person of prudence, discretion and intelligence would exercise in the management of the person’s own affairs, not for speculation, but for investment, considering the probable safety of capital and the probable income to be derived.”

All participants in the investment process shall seek to act responsibly as custodians of the public trust and shall avoid any transaction that might impair public confidence in the County.

ELIGIBLE INVESTMENTS

Investments described below are authorized by the Public Funds Investment Act of 1987 (Article 842 a-2, Texas Revised Civil Statutes), as amended as eligible securities for the County. County funds governed by the Policy may be invested in:

1. Obligations of the United States or it’s agencies and instrumentalities.
2. Repurchase Agreements, (Sweep), and or Certificates of Deposit issued by State and National banks domiciled in Texas that are:
 - a. guaranteed or insured by the Federal Deposit Insurance Corporation or its successor; or secured obligations that are described by item 1 above, which are intended to include all direct Federal agency or instrumentality issued mortgage-backed securities that have a market value of not less than the principal amount of the certificates or in any other manner and amount provided by law for deposits of the county; except no CMO’s are to be used for collateral.
 - b. governed by a Depository Contract that complies with Federal and State regulation to properly secure a pledged security interest.
3. SEC-registered money market mutual funds with a dollar -weighted average portfolio maturity of 90 days or less: whose assets consist exclusively of the obligations that are eligible under the Public Funds Investment Act, as amended; that fully invest dollar for

dollar all County funds without sales commissions or loads; and whose investments objectives include seeking to maintain a stable net asset value of \$1 per share. The county may not invest funds under its control in amounts that exceed 10% of the total assets of any individual money market mutual fund.

4. Local government investment pool organized in accordance with the Interlocal Cooperation Act (Article 4413 (32c), V.T.C.S.) as amended , whose assets consist exclusively of the obligations of the United States or its agencies and instrumentalities and repurchase agreements involving those same obligations, money market mutual funds registered with and regulated by the United States Securities and Exchange Commission (SEC), is rated “AAA” or the equivalent, maintains a dollar-weighted average stated maturity of 90 days or less and a dollar-weighted maturity of 60 days or less, and whose investment philosophy and strategy are consistent with the Policy and the County’s ongoing investment strategy.

PROTECTION OF PRINCIPAL

The county shall seek to control the risk of loss due to the failure of a security issuer or grantor. Such risk shall be controlled by investing only in the safest types of securities as defined in the Policy; by qualifying the broker, dealer, and financial institution with whom the County will transact; by collectivization as required by law; and through portfolio diversification by maturity and type.

In order to minimize risk of loss due to interest rates fluctuations, investment maturities will not exceed the anticipated cash flow requirements of the funds. Maturity guidelines by funds are as follows:

a. **OPERATING FUND**

The weighted average days to maturity for the operating fund portfolio shall be less than 367 days.

b. **BOND PROCEEDS**

The investment maturity of bond proceeds (excluding reserve and debt service funds) shall generally be limited to the anticipated cash flow requirement or the “temporary period” as defined by Federal tax law.

c. **DEBT SERVICE FUNDS**

Debt Service Funds shall be invested to ensure adequate funding for each consecutive debt service payment. The Investment Officer shall invest in such a manner as not to exceed an “unfounded” debt service dated with the maturity of any investment. An unfunded debt service is defined as a coupon or principal date that does not have cash or investment securities available to satisfy said payment.

d. **BOND RESERVE FUNDS**

Market conditions, Bond Resolution constraints and, if applicable, Arbitrage regulation compliance will be considered when formulating Reserve Fund strategy. Maturity limitation shall generally not exceed the call provisions of the Bond Resolution and shall not exceed the final maturity of the bond issue.

e. **OTHER FUNDS**

The anticipated cash requirements of other County funds will govern the appropriate maturity mix. Appropriate portfolio strategy shall be determined based on market conditions, Policy compliance, County financial condition, and risk/return constraints. Maximum maturity shall not exceed five years.

COLLATERALIZATION

Consistent with the requirements of State law, the County requires all bank and other deposits to be federally insured or collateralized with eligible securities as noted below. Financial institutions serving as county Depositories will be required to sign a Depository Agreement with the county and the County's safekeeping agent. The safekeeping portion of the agreement shall define the County's rights to the collateral in case of default, bankruptcy, or closing and shall establish a perfected security interest in compliance with Federal and State Regulations, including:

1. the Agreement must be in writing.
2. the Agreement must be executed by the Depository and the County contemporaneously with the acquisition of the asset.
3. the Agreement must be approved by the Board of directors or the loan committee of the Depository and a copy of the meeting minutes must be delivered to the County.
4. The Agreement must be a part of the Depository's "official record" continuously since its executions.

ALLOWABLE COLLATERAL

Certificates of Deposit--Eligible securities for collateralization of deposits are defined as obligations of the United States or its agencies and instrumentalities that are acceptable under the "Public Funds Collateral Act", as amended. No CMO's shall be allowed as collateral.

SAFEKEEPING

The County shall contract with a financial institution (s) for the safekeeping of securities either owned by the county as a part of its investment portfolio or as a part of its depository agreement (s). All collateral securing deposits must be held by a banking institution acceptable and under contract with the County.

AUTHORITY TO INVEST

The County Treasurer is the "Investment Officer" of the county. The Investment Officer shall meet standard education requirements as stated in PFIA Chapter 2256. The Investment Officer shall perform the duties in accordance with this Investment Policy and when acting in good faith and in accordance with these policies and procedures shall be relieved of personal liability.

REPORTING

It shall be the duty of the Treasurer of Montague County to notify the Commissioner's Court of any significant changes in current investment methods and procedures prior to their implementation, as well as a Monthly Report for Commissioner's Court approval.

This Investment Policy shall be in full force and effect from and after its approval by the Commissioner's Court of Montague County.

Prepared and submitted by Jennifer Fenoglio, Montague County Treasurer

REVIEWED AND PASSED ON AUGUST 26, 2024

Kevin Benton, County Judge

Roy Darden, Pct.#1

Mark Murphey, Pct.#3

Mike Mayfield, Pct. #2

Bob Langford, Pct.#4



Helen Farabee CENTERS

— a commitment to caring —

Wichita Falls Administrative Office
P. O. Box 8266, Wichita Falls, TX 76307-8266
1000 Brook Street, Wichita Falls, TX 76301
Phone (940) 397-3100
Fax (940) 397-3150
www.helenfarabee.org

June 1, 2024

Montague County
Honorable Judge
P. O. Box 475
Montague, TX 76251

Dear Judge Benton,

On behalf of Helen Farabee Centers, I would like to thank you for Montague County's continual support of Helen Farabee Centers' services.

There has not been an increase in support in over ten years, yet expenses continue to increase across the board. The State of Texas supplies some funding to Helen Farabee Centers directly but requires every Local Authority like ours to request matching funds from each county we serve. That match requirement is 9% of the total funding provided by the state. The total match figure is then distributed across all counties based on the number of clients HFC served and the percent of state-funded psychiatric beds that are purchased for clients from each county. While we are thankful for any past funds received through each Commissioner's Court, we are required to ask for the full required local match per county (reflected in the figure below). These funds flow directly into service provision to citizens in your county that need them the most. Thank you for your support! The proposed amount HFC is requesting is \$97,294.09 annually.

Enclosed are two copies of the Fiscal Year 2025 Memorandum of Agreement (MOA) between Archer County and Helen Farabee Centers. Please sign both, maintain one copy for county records, and return one to me at the address above.

**Please consider this your invoice for the annual support of Helen Farabee Centers 2025 fiscal year.
September 1, 2024 – August 31, 2025**

Please feel free to contact me by phone or at dovea@helenfarabee.org if any questions arise now or throughout the year.

Again, thank you for your support.

Sincerely,

Angela Dove
Contracts Manager

**MEMORANDUM OF AGREEMENT (MOA)
Inter-local Government Agreement**

Helen Farabee Centers

is a non-profit governmental entity headquartered in Wichita Falls, Texas, established in TITLE 7. Mental Health and Intellectual Disability, Subtitle A. Chapter 534 Subchapter A. of the Texas Health and Safety Code. Helen Farabee Centers provides community-based services to adults and children residing in the counties of: Archer, Baylor, Childress, Clay, Cottle, Dickens, Foard, Hardeman, Haskell, Jack, King, Knox, Montague, Stonewall, Throckmorton, Wichita, Wilbarger, Wise, and Young.

This Memorandum of Agreement (MOA) is effective as referenced above, by and between:

Helen Farabee Centers (“Center”)

P. O. Box 8266

Wichita Falls, TX 76307

acting by and through its Executive Director

and

Montague County (“Agency”)

P.O. Box 475

Montague, TX 76251

acting by and through its role as a Sponsoring Agency of the Center per the Interlocal Governmental Agreement effective September 1, 1998.

This MOA sets forth the terms and conditions under which the Center will provide Public Behavioral Health and Intellectual Disability Services pursuant to the authority contained in the Texas Health and Safety Code, Section 534.

Agency agrees to:

1. Allow the Helen Farabee Centers to supervise and administer Behavioral Health Services at Center’s location(s) in compliance with appropriate standards.
2. Register any complaints or questions with:
Contracts Manager, Angela Dove
940.397.3116 or dovea@helenfarabee.org
or
Executive Director, Gianna Harris
940.397.3355

or by mail at
P. O. Box 8266
Wichita Falls, TX 76307

3. Contribute support for Center’s services made available for Agency’s residents, as follows:

a) Cash contribution in the amount of:

1) \$97,294.09

3) checks are to be made payable to: Helen Farabee Centers

and/or

b) in-kind contribution, as follows:

1) No in-kind contribution at this time.

The total value of cash contribution and in-kind support from Agency to Center is:

\$97,294.09

Center agrees to:

1. Provide sufficient staff to offer Behavioral Health Services at Center’s location(s). All services will be in compliance with the standards set forth in Texas Department of State Health Services Rules and Community Standards.
2. Furnish all staff and program monies to support local service delivery including staff training, travel monies, cost for medications, laboratory, and other medical supplies, telephone costs to Helen Farabee Centers and other phone calls for administrative purposes, telephone line(s) for facsimile communication, computer support and equipment, and other supplies as may be deemed necessary.
3. Provide services in or from other locations, including:
 - a) Crisis Hotline for all local residents,
 - b) residential options,
 - c) laboratory testing,
 - d) psychological testing as deemed necessary,
 - e) continuity of care/discharge planning for those hospitalized, and
 - f) all other available services provided by Center, upon eligibility.
4. Continually promote and upgrade communications and services allowing both the Community and Center to offer quality services to residents of Center’s catchment area.

It is mutually agreed that:

1. Fees charged and collected from residents for services shall be retained by Center. No one is refused services solely on inability to pay.
2. This Agreement shall be a continuing until either party desires to revise or cancel the agreement.
3. A review of this agreement will be conducted annually for the purpose of making revisions that might be required; either party may request an additional review at any time.
4. This agreement may be canceled by either party by giving written notice to the other party thirty (30) days in advance.

Correspondence regarding this Agreement should be directed to:

Montague County
Honorable Judge
Co.judge@co.montague.tx.us
940.894.2401


Center
Angela Dove, Contracts Manager
dovea@helenfarabee.org
940.397.3116

Duly authorized signatories for each party:

Agency

Helen Farabee Centers

Signature



Signature

Printed Name

Gianna Harris

Title

Executive Director

Date

05/15/2024
Date

original

**Draft Supplemental Watershed Plan No. 6 and Environmental Assessment
for Flood Water Retarding Structure No. 26 of the
Big Sandy Creek Watershed
Wise County, Texas**



PREPARED BY

USDA Natural Resources Conservation Service

IN COOPERATION WITH

Wise Soil and Water Conservation District, Wise County Water Control and Improvement District No. 1, Wise County Commissioners Court. Upper Elm-Red Soil and Water Conservation District, Tarrant Regional Water District, Little Wichita Soil and Water Conservation District, Clay County Commissioners Court, Montague County Commissioners Court, City of Bowie, Texas

June 2024

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov.

USDA is an equal opportunity provider, employer, and lender.

**DRAFT Supplemental Watershed Plan & Environmental Assessment
for the Rehabilitation of Floodwater Retarding Structure No. 26 of the
Big Sandy Creek Watershed, Wise County, Texas**

Prepared By:

The U.S. Department of Agriculture, Natural Resources Conservation Service

In Cooperation With:

Wise Soil and Water Conservation District, Wise County Water Control and Improvement District No. 1, Wise County Commissioners Court, Upper Elm-Red Soil and Water Conservation District, Tarrant Regional Water District, Little Wichita Soil and Water Conservation District, Clay County Commissioners Court, Montague County Commissioners Court, City of Bowie, Texas.

AUTHORITY

The original watershed work plan was prepared, and the works of improvement were installed, under the authority of the Watershed Protection and Flood Control Act of 1944 (Public Law 78-534) as amended. The rehabilitation of Big Sandy Creek Flood Retarding Structure No. 26 is authorized under Public Law 83-566 (as amended), as enacted by Section 313 or Public Law 106-472, otherwise known as "The Small Watershed Rehabilitation Amendments of 2000."

ABSTRACT

Big Sandy Creek Floodwater Retarding Structure No. 26 (FRS 26 or Big Sandy 26) was designed and constructed as a Class A, Low Hazard structure by the NRCS in the mid 1980's for the purpose of flood control as a measure included in the third supplemental watershed plan. Dam breach inundation analyses have revealed that FRS 26 is classified as a high hazard structure due to the expected loss of life resulting from catastrophic failure during the design storm event. In its current condition, FRS 26 does not meet Texas Commission on Environmental Quality (TCEQ) dam safety requirements or Natural Resources Conservation Service (NRCS) standards for high hazard dams. The FRS 26 project area is owned by Melton and Doris Neighbors (R000014951) and the United States Department of Agriculture - Forest Service (R000015019, LBJ National Grasslands). The non-compliance with Texas requirements for hydraulic capacity creates a need for action by the Sponsors. This Plan-EA describes the affected environment, identifies the affected environment, and describes the environmental consequences associated with each alternative. The preferred alternative involves structural rehabilitation of FRS 26 by widening the existing earthen auxiliary spillway channel, installing a filter drain and re-establishing the principal spillway's energy-dissipating structure. The Project Installation cost is estimated to be **\$3,195,000**, of which **\$2,065,300** will be paid from the Watershed Operations funds and **\$1,129,700** from local funds.

COMMENTS AND INQUIRIES

For further information, please contact: Mark J. Northcut, Landscape Planning Leader, USDA - Natural Resources Conservation Service, 101 South Main Street, Temple, Texas 76501, Phone: (254) 742-9824.

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BIG SANDY CREEK WATERSHED AGREEMENT

Supplemental Watershed Plan Agreement
(Supplement No. 6)

Between the

Wise Soil and Water Conservation District, Wise County Water Control and Improvement District No. 1, Wise County Commissioners Court, Upper Elm-Red Soil and Water Conservation District, Tarrant Regional Water District, Little Wichita Soil and Water Conservation District, Clay County Commissioners Court, Montague County Commissioners Court, City of Bowie,
Texas

(Referred to herein as "Sponsors" or "Sponsoring Local Organizations" or "SLOs")

and the

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
Formerly the Soil Conservation Service (SCS)
(Referred to herein as NRCS)

Whereas, the original Watershed Plan Agreement for the Big Sandy Creek watershed, State of Texas, executed by the Sponsors named therein and NRCS, became effective on January 18, 1956; and

Whereas, the Watershed Plan was amended by Supplemental Watershed Plan Agreements executed by the Sponsors and NRCS and became effective on December 13, 1971 (I), April 26, 1976 (II), August 22, 1979 (III), January 5, 2006 (IV), May 27, 2005 (V); and

Whereas, the responsibility for administration of the Watershed Protection and Flood Prevention Act, has been assigned by the Secretary of Agriculture to NRCS; and

Whereas, application has heretofore been made to the Secretary of Agriculture by the Sponsors for assistance in preparing a plan for works of improvement for Structure No. 26 in the Big Sandy Creek Watershed, State of Texas, under the authority of the Soil Conservation Act of 1935 (PL-46, 74th Congress), the Flood Control Act of June 22, 1936 (PL-738, 74th Congress), and the Flood Control Act of December 22, 1944 (PL-534, 78th Congress, 2nd Session); and

Whereas, there has been developed through the cooperative efforts of the Sponsors and NRCS a Watershed Work Plan No. 6 – Environmental Assessment for works of improvement for the restructuring of Structure No. 26, Big Sandy Creek Watershed, State of Texas, hereinafter referred to as the Plan-EA or plan, which plan is annexed to and made a part of this agreement;

Now, therefore, in view of the foregoing considerations, the Secretary of Agriculture, through NRCS, and the Sponsors hereby agree on this watershed project plan and that the works of

improvement for this project will be installed, operated, and maintained in accordance with the terms, conditions, and stipulations provided for in this plan and including the following:

1. **Term.** The term of this agreement is for the 3-year installation period and 100-year evaluated life of the project (103 years total) and does not commit NRCS to assistance of any kind beyond the end of the evaluated life.
2. **Costs.** The costs shown in this plan are preliminary estimates. Final costs to be borne by the parties hereto will be the actual costs incurred in the installation of works of improvement.
3. **Real property.** The sponsors will acquire such real property as will be needed in connection with the works of improvement. The amounts and percentages of the real property acquisition costs to be borne by the Sponsors and NRCS are as shown in the cost-share table in Section 5 hereof.

The sponsors agree that all land acquired for measures, other than land treatment practices, with financial or credit assistance under this agreement will not be sold or otherwise disposed of for the evaluated life of the project except to a public agency which will continue to maintain and operate the development in accordance with the operation and maintenance agreement.

The sponsors have current, original easements which lack specified flood easement elevation or surveyed structure extent. The broad wording of these easements will require greater definition by the Sponsors in order for the construction of the dam rehabilitation project to proceed. The recommended minimum easement elevation for FRS No. 26 is elevation 912.3 feet NAVD 88 (the original auxiliary spillway control section elevation plus two feet). The sponsors and the landowners acknowledge and accept the risks associated with allowing future construction to occur at elevations lower than the elevation of the Probable Maximum Flood. The Probable Maximum Flood peak water surface elevation is 913.3 feet NAVD 88. The area of upstream flooding in the proposed configuration at elevation 913.3 feet is approximately 57 acres.

4. **Uniform Relocation Assistance and Real Property Acquisition Policies Act.** *The* sponsors hereby agree to comply with all of the policies and procedures of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. Section 4601 et seq. as further implemented through regulations in 49 CFR Part 24 and 7 CFR Part 21) when acquiring real property interests for this federally assisted project. If the sponsors are legally unable to comply with the real property acquisition requirements, they agree that, before any Federal financial assistance is furnished, they will provide a statement to that effect, supported by an opinion of the chief legal officer of the state containing a full discussion of the facts and law involved. This statement may be accepted as constituting compliance. ▽

5. Cost-share for Watershed Project Plans. The following table will be used to show cost-share percentages and amounts for watershed project plan implementation.

Works of Improvement	NRCS		Other		Total
	Percent	Cost	Percent	Cost	Cost
Cost-Sharable Items ¹					
Construction: FRS 26 Spillway ²	66.8%	\$1,574,800	33.2%	\$782,690	\$2,357,500
Subtotal - Cost Sharable Items – Flood Control	66.8%	\$1,574,800	33.2%	\$782,690	\$2,357,500
Non Cost-Sharable Items⁴					
Engineering ³	98%	\$465,500	2%	\$9,500	\$475,000
Project Administration ⁵	N A	\$25,000	NA	\$50,000	\$75,000
Water, Mineral and Other Resource Rights	N A	\$0	N A	\$0	\$0
Real Property Rights ⁶	0%	\$0	100%	\$187,500	\$187,500
Permits	0%	\$0	100%	\$100,000	\$100,000
Relocation, Beyond Required Decent, Safe, Sanitary	0%	\$0	100%	\$0	\$0
Non-Project Costs	0%	\$0	100%	\$0	\$0
Subtotal: Non Cost-Sharable Items	60%	\$500,000	40%	\$337,500	\$837,500
TOTAL:	65%	\$2,065,300	35%	\$1,129,700	\$3,195,000

1/ Price Base: 2023

Prepared: July 2023

2/Cost share is based on eligible cost sharable items and in-kind contributions, limited to 100% of the construction cost.

3/ Includes engineering costs associated with geotechnical exploration and testing, design of the new auxiliary spillway, archaeological survey, and environmental coordination.

4/ If actual costs incurred are greater than shown here, each party shall bear the responsibility for their costs.

5/ Includes costs associated with contract administration.

6/ Includes purchase of construction easement and permanent easements associated with the proposed auxiliary spillway.

7/ Investigation of the watershed project area indicates that no displacements will be involved under present conditions. However, in the event that displacement becomes necessary at a later date, the cost of relocation assistance and payments will be cost-shared in accordance with the percentages shown.

- 6. Land treatment agreements.** The sponsors will obtain agreements from owners of not less than 50 percent of the land above each multiple-purpose and floodwater-retarding structure. These agreements must provide that the owners will carry out farm or ranch conservation plans on their land. The sponsors will ensure that 50 percent of the land upstream of any retention reservoir site is adequately protected before construction of the dam. The sponsors will assist landowners and operators to ensure the installation of the land treatment measures shown in the watershed project plan. The sponsors will encourage landowners and operators to continue to operate and maintain the land treatment measures after the long-term contracts expire, for the protection and improvement of the watershed.

7. **Floodplain Management.** Before construction of any project for flood prevention, the sponsors must agree to participate in and comply with applicable Federal floodplain management and flood insurance programs.
8. **Water and mineral rights.** The sponsors will acquire or provide assurance that landowners or resource users have acquired such water, mineral, or other natural resources rights pursuant to State law as may be needed in the installation and operation of the works of improvement. Any costs incurred must be borne by the sponsors and these costs are not eligible as part of the sponsors' cost-share.
9. **Permits.** The sponsors will obtain and bear the cost for all necessary Federal, State, and local permits required by law, ordinance, or regulation for installation of the works of improvement. These costs are not eligible as part of the sponsors' cost-share.
10. **NRCS assistance.** This agreement is not a fund-obligating document. Financial and other assistance to be furnished by NRCS in carrying out the plan is contingent upon the fulfillment of applicable laws and regulations and the availability of appropriations for this purpose.
11. **Additional agreements.** A separate agreement will be entered into between NRCS and the sponsors before either party initiates work involving funds of the other party. Such agreements will set forth in detail the financial and working arrangements and other conditions that are applicable to the specific works of improvement.
12. **Amendments.** This plan may be amended or revised only by mutual agreement of the parties hereto, except that NRCS may deauthorize or terminate funding at any time it determines that the sponsors have failed to comply with the conditions of this agreement or when the program funding or authority expires. In this case, NRCS must promptly notify the sponsors in writing of the determination and the reasons for the deauthorization of project funding, together with the effective date. Payments made to the sponsors or recoveries by NRCS must be in accordance with the legal rights and liabilities of the parties when project funding has been deauthorized. An amendment to incorporate changes affecting a specific measure may be made by mutual agreement between NRCS and the sponsors having specific responsibilities for the measure involved.
13. **Prohibitions.** No member of or delegate to Congress, or resident commissioner, may be admitted to any share or part of this plan, or to any benefit that may arise therefrom; but this provision may not be construed to extend to this agreement if made with a corporation for its general benefit.
14. **Operation and Maintenance (O&M).** The sponsors will be responsible for the operation, maintenance, and any needed replacement of the works of improvement by actually performing the work or arranging for such work, in accordance with an O&M Agreement. An O&M agreement will be entered into before Federal funds are obligated and will continue for the project life (100 years). Although the sponsors' responsibility to the Federal Government for O&M ends when the O&M agreement expires upon completion of the evaluated life of measures covered by the agreement, the sponsors acknowledge that continued liabilities and responsibilities associated with works of improvement may exist beyond the evaluated life.

- 15. Emergency Action Plan.** Prior to construction, the sponsors must prepare an Emergency Action Plan (EAP) for the dam where failure may cause loss of life or as required by state and local regulations. The EAP must meet the minimum content specified in the NRCS Title 180, National Operation and Maintenance Manual (NOMM), Part 500, Subpart F, Section 500.52, and meet applicable State agency dam safety requirements. The NRCS will determine that an EAP is prepared prior to the execution of fund obligating documents for construction of the structure. EAPs must be reviewed and updated by the sponsors annually.
- 16. Nondiscrimination Provisions.** In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English. To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.

By signing this agreement, the recipient assures the Department of Agriculture that the program or activities provided for under this agreement will be conducted in compliance with all applicable Federal civil rights laws, rules, regulations, and policies.

- 17. Certification Regarding Drug-Free Workplace Requirements (7 CFR Part 3021).** By signing this Watershed Agreement, the sponsors are providing the certification set out below. If it is later determined that the sponsors knowingly rendered a false certification, or otherwise violated the requirements of the Drug-Free Workplace Act, the NRCS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

Controlled substance means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. Section 812) and as further defined by regulation (21 CFR Sections 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of *nolo contendere*) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Criminal drug statute means a Federal or non-Federal criminal statute involving the manufacturing, distribution, dispensing, use, or possession of any controlled substance;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantees' payroll; or employees of subrecipients or subcontractors in covered workplaces).

Certification:

A. The sponsors certify that they will or will continue to provide a drug-free workplace by—

(1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(2) Establishing an ongoing drug-free awareness program to inform employees about—

(a) The danger of drug abuse in the workplace;

(b) The grantee's policy of maintaining a drug-free workplace;

(c) Any available drug counseling, rehabilitation, and employee assistance programs; and

(d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (1).

(4) Notifying the employee in the statement required by paragraph (1) that, as a condition of employment under the grant, the employee must—

(a) Abide by the terms of the statement; and

(b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(5) Notifying the NRCS in writing, within 10 calendar days after receiving notice under paragraph (4)(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the

convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice must include the identification numbers of each affected grant.

(6) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (4) (b), with respect to any employee who is so convicted —

(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(7) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (2), (3), (4), (5), and (6).

B. The sponsors may provide a list of the sites for the performance of work done in connection with a specific project or other agreement.

C. Agencies will keep the original of all disclosure reports in the official files of the agency.

18. Certification Regarding Lobbying (7 CFR Part 3018) (for projects > \$100,000)

A. The sponsors certify to the best of their knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the sponsors, to any person for influencing or attempting to influence an officer or employee of an agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The sponsors must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

B. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed

by U.S. Code, Title 31, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**19. Certification Regarding Debarment, Suspension, and Other Responsibility Matters—
Primary Covered Transactions (7 CFR Part 3017).**

- A. The sponsors certify to the best of their knowledge and belief, that they and their principals:
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph A(2) of this certification; and
 - (4) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the primary sponsors are unable to certify to any of the statements in this certification, such prospective participant must attach an explanation to this agreement.

20. Clean Air and Water Certification.

- A. The project sponsoring organizations signatory to this agreement certify as follows:
- (1) Any facility to be utilized in the performance of this proposed agreement is not listed on the Environmental Protection Agency List of Violating Facilities.
 - (2) To promptly notify the NRCS-State administrative officer prior to the signing of this agreement by NRCS, of the receipt of any communication from the Director, Office of Federal Activities, U.S. Environmental Protection Agency, indicating that any facility which is proposed for use under this agreement is under consideration to be listed on the Environmental Protection Agency List of Violating Facilities.
 - (3) To include substantially this certification, including this subparagraph, in every nonexempt sub-agreement.
- B. The project sponsoring organizations signatory to this agreement agrees as follows:
- (1) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. Section 7414) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section

114 and section 308 of the Air Act and the Water Act, issued there under before the signing of this agreement by NRCS.

- (2) That no portion of the work required by this agreement will be performed in facilities listed on the EPA List of Violating Facilities on the date when this agreement was signed by NRCS unless and until the EPA eliminates the name of such facility or facilities from such listing.
- (3) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the agreement is being performed.
- (4) To insert the substance of the provisions of this clause in any nonexempt subagreement.

C. The terms used in this clause have the following meanings:

- (1) The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. Section 7401 et seq.).
- (2) The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.).
- (3) The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 of the Air Act (42 U.S.C. Section 7414) or an approved implementation procedure under section 112 of the Air Act (42 U.S.C. Section 7412).
- (4) The term "clean water standards" means any enforceable limitation, control, condition, prohibition, standards, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. Section 1342), or by a local government to assure compliance with pretreatment regulations as required by section 307 of the Water Act (33 U.S.C. Section 1317).
- (5) The term "facility" means any building, plant, installation, structure, mine, vessel, or other floating craft, location or site of operations, owned, leased, or supervised by a sponsor, to be utilized in the performance of an agreement or subagreement. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location will be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collocated in one geographical area.

21. Assurances and Compliance. As a condition of the grant or cooperative agreement, the sponsors assure and certify that they are in compliance with and will comply in the course of the agreement with all applicable laws, regulations, Executive orders and other generally applicable requirements, including those set out below which are hereby incorporated in this agreement by reference, and such other statutory provisions as are specifically set forth herein.

State, Local, and Indian Tribal Governments: OMB Circular Nos. A-87, A-102, A-129, and A-133; and 7 CFR Parts 3015, 3016, 3017, 3018, 3021, and 3052.

Nonprofit Organizations, Hospitals, Institutions of Higher Learning: OMB Circular Nos. A-110, A-122, A-129, and A-133; and 7 CFR Parts 3015, 3017, 3018, 3019, 3021 and 3052.

22. Examination of Records. The sponsors must give the NRCS or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to this agreement, and retain all records related to this agreement for a period of three years after completion of the terms of this agreement in accordance with the applicable OMB Circular.

23. Signatures

**Wise Soil and Water Conservation
District - Sponsor**
407 Park West Ct, Suite 200
Decatur, Texas 76234

By: Cody Billie

Title: Chairman

Date: 7-12-24

The signing of this supplemental watershed agreement was authorized by the governing body of the Wise Soil and Water Conservation District at a meeting held on _____.

Bill G. [Signature]
Administrative Secretary or Notary

Wise Soil and Water Conservation District
407 Park West Ct, Suite 200
Decatur, Texas 76234

Date: 7-12-24

Wise County Water Control
and Improvement District No. 1 - Sponsor
P.O. BOX 303
Bridgeport, Texas 76426

By: [Signature]

Title: President

Date: 8/7/2024

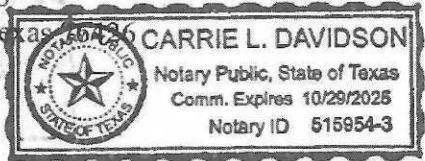
The signing of this supplemental watershed agreement was authorized by the governing body of the Wise County Water Control and Improvement District No. 1 at a meeting held on

[Signature]

Administrative Secretary or Notary

Date: 8/7/2024

Wise County Water Control
and Improvement District No. 1
P.O. BOX 303
Bridgeport, Texas 76426



Wise County Commissioners
Court - Sponsor
PO Box 899
Decatur, Texas 76234

By: [Signature]

Title: County Judge

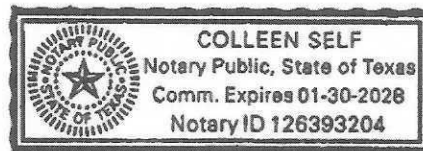
Date: 7/22/24

The signing of this supplemental watershed agreement was authorized by the governing body of the Wise County Commissioners Court at a meeting held on July 22, 2024.

[Signature]
Administrative Secretary or Notary

Wise County Commissioners Court
PO Box 899
Decatur, Texas 76234

Date: 7/22/24



Upper Elm-Red Soil and Water
Conservation District - Sponsor
2200 N. Grand Ave
Gainesville, Texas 76240

By: J. K. Burt

Title: CHAIRMAN

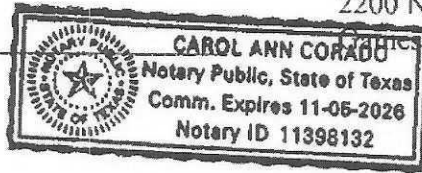
Date: 8/12/24

The signing of this supplemental watershed agreement was authorized by the governing body of the Upper Elm-Red Soil and Water Conservation District at a meeting held on _____

Carol Ann Corado
Administrative Secretary or Notary

Upper Elm-Red Soil and Water
Conservation District
2200 N. Grand Ave
Gainesville, Texas 76240

Date: 8/12/24



Tarrant Regional Water
District - Sponsor
800 E. Northside Drive
Fort Worth, Texas 76102

By: _____

Title: _____

Date: _____

The signing of this supplemental watershed agreement was authorized by the governing body of the Tarrant Regional Water District at a meeting held on _____

Administrative Secretary or Notary

Tarrant Regional Water District
800 E. Northside Drive
Fort Worth, Texas 76102

Date: _____

Little Wichita Soil and Water

By: _____

Conservation District - Sponsor
4311 South 31st Street, Suite 125
Temple, Texas 76502
PO Box 658

Title: _____

Date: _____

The signing of this supplemental watershed agreement was authorized by the governing body of the Little Wichita Soil and Water Conservation District at a meeting held on _____.

Administrative Secretary or Notary

Little Wichita Soil and Water
Conservation District
4311 South 31st Street, Suite 125
Temple, Texas 76502
PO Box 658

Date: _____

**Clay County Commissioners
Court – Sponsor**
214 N. Main Street
Henrietta, Texas 76365
PO Box 548

By: _____

Title: _____

Date: _____

The signing of this supplemental watershed agreement was authorized by the governing body of the Clay County Commissioners Court at a meeting held on _____.

Administrative Secretary or Notary

Clay County Commissioners Court
214 N. Main Street
Henrietta, Texas 76365
PO Box 548

Date: _____

**Montague County Commissioners
Court – Sponsor**
PO Box 416
Montague, Texas 76251

By: _____

Title: _____

Date: _____

The signing of this supplemental watershed agreement was authorized by the governing body of the Montague County Commissioners Court at a meeting held on _____.

Administrative Secretary or Notary

Montague County Commissioners Court
PO Box 416
Montague, Texas 76251

Date: _____

City of Bowie, Texas - Sponsor

By: _____

304 N. Mason
Bowie, Texas 76230

Title: _____

Date: _____

The signing of this supplemental watershed agreement was authorized by the governing body of the City of Bowie, Texas at a meeting held on _____.

Administrative Secretary or Notary

City of Bowie, Texas
304 N. Mason
Bowie, Texas 76230

Date: _____

Natural Resources Conservation Service

U.S. Department of Agriculture

Approved by:

Kristy Oates

State Conservationist

Date: _____

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SUMMARY (OFFICE OF MANAGEMENT AND BUDGET FACT SHEET)

SUPPLEMENTAL WATERSHED PLAN NO. 6 & ENVIRONMENTAL ASSESSMENT

for
Floodwater Retarding Structure No. 26
of The Big Sandy Creek Watershed
Wise County, Texas
13th Congressional District

Prepared By: U.S. Department of Agriculture, Natural Resources Conservation Service (NRCS)

Authority: The original watershed work plan was prepared, and the works of improvement were installed, under the authority of the Flood Control Act of 1944 (Public Law 78-534) as amended. The rehabilitation of floodwater retarding structure No. 26 is authorized under Public Law 83-566 as amended, and as further amended by Section 313 of Public Law 106-472.

Sponsors: The project sponsors are:

Wise Soil and Water Conservation District
Wise County Water Control and Improvement District No. 1
Wise County Commissioners Court
Upper Elm-Red Soil and Water Conservation District
Tarrant Regional Water District
Little Wichita Soil and Water Conservation District
Clay County Commissioners Court
Montague County Commissioners Court
City of Bowie, Texas

Hereinafter referred to as the "Sponsors, Sponsoring Local Organizations, or SLOs".

Proposed Action: The proposed action is the structural rehabilitation of Big Sandy Creek Floodwater Retarding Structure No. 26 (Big Sandy 26, FRS 26 or subject dam) to meet current NRCS and Texas Dam Safety standards for small, high hazard dams with a term of 103 years (3 years for design and installation, and a 100 year useful life).

Purpose and Need for Action: Big Sandy FRS 26 was constructed for the purpose of flood protection. FRS 26 was designed and constructed by the United States Department of Agriculture (USDA)'s Soil Conservation Service (SCS, now NRCS) in Big Sandy Creek's third watershed supplement. Measures described in the third watershed supplement included the addition of 56 floodwater retarding structures (including FRS 26), land treatment and critical area stabilization.

FRS 26 was designed as a low hazard structure in 1984. However, the dam is currently classified as high hazard based on current dam safety standards in Texas and the results of dam breach inundation analyses. The existing dam is hydraulically deficient and cannot safely pass the design flood event. As such, FRS 26 does not comply with Texas law for high hazard dams. The

inadequate spillway capacity could result in catastrophic failure during the design flood event and jeopardize human lives and property downstream. The Sponsors' need for action is to address FRS 26's non-compliance with Texas regulatory requirements for high hazard dams.

Description of the Preferred Alternative: Structural Rehabilitation of FRS 26. The structural measures for the high hazard rehabilitation consist of the following activities:

- Widen the vegetated earthen auxiliary spillway channel to a minimum of 250 feet.
- Raise the control section of the existing vegetated auxiliary spillway by approximately 0.7 feet with earth fill to elevation 911.0 feet.
- Install a graded aggregate filter drain at the toe of the maximum embankment section into the foundation.
- Raise the minimum crest of the embankment to elevation 914.0 feet.
- Construct a new energy dissipating structure at the outlet of the principal spillway conduit.
- Perform minor modifications to the principal spillway riser metalwork.

Net Economic Benefit:

The benefit to cost ratio associated with the preferred alternative is approximately 0.02. There are additional benefits associated with the preferred alternative, which include reducing the likelihood of a breach and catastrophic failure during the design flood event. The preferred alternative provides an additional \$4,537 in average annual flood damage reduction benefits (based on amortization of the installation costs using a discount rate of 2.50% and a 100 year period of analysis).

If FRS 26 were decommissioned, an estimated \$223,361 in average annual flood damage reduction benefits currently provided to the area of potential effect would be lost due to increased flooding during the frequency storm events.

Resource Information:

Latitude & Longitude: 33.362914 N, -97.680276 W

8-Digit Hydrological Unit Number: 12030101

Climate and Topography: In Wise County, Texas, which is in the Grand Prairie Physiographic Province, the average temperature is 52.5 degrees F in the winter and 76.3 degrees F in the summer. The last frost of spring normally occurs in the early April and the first frost in the fall occurs in late October. This provides a growing season of approximately 206 days. The average annual precipitation is about 34.8 inches. This precipitation is distributed through the year. The average total snowfall is 1 inch.

Drainage Area:

Watershed	Size (acres)	Percent of Total
Big Sandy Creek ¹	317,000	100.0
Big Sandy 26	435	0.14

1. SCS (1955). "Work Plan for Big Sandy Creek Watershed," Temple, TX. Includes entire Big Sandy Creek watershed area.

Land Use in FRS 26 Watershed:

Land Use	Current		Proposed Conditions ¹	
	Land Area (acres)	Percentage of Watershed	Land Area (acres)	Percentage of Watershed
Woodland	6.2	1.4%	6.2	1.4%
Brush	135.3	31.1%	135.3	31.1%
Water	19.9	4.6%	19.9	4.6%
Open Space	273.7	62.9%	273.7	62.9%

1. Development within basin not anticipated. Land use within Big Sandy 26 basin will not change as a result of rehabilitation measures.

Land Ownership in FRS 26 Watershed:

	Private Land Ownership	Public Land Ownership
Upstream of Dam	68.9%	31.1%
Downstream of Dam ¹	90%	10%

1. Assumed percentages of properties impacted by the maximum water depth created downstream of the dam site during the 500-year storm, modeled without the dam.

Population and Demographics: Historically, Alvord and Wise County have been rural in nature and relatively unaffected by growth in the Dallas-Fort Worth metropolitan area. However, within the last two years, the North Central Texas Council of Governments, the metropolitan planning organization for the region, has included the City and County as part of the metroplex.

Accompanying this is an expectation of potential accelerated future growth. Although this may be the case, there are not currently any local or regional land use plans reflecting this expectation.¹ The regional transportation plan indicates relatively minor improvements in the Alvord area consisting of incremental improvements to roadway capacity. No new roadways or significant changes to existing roadways are identified. The Texas State Demographer's Office estimated a rate of population increase of less than 1 percent per year over the period 2010-2050.

According to the U.S. Census Bureau's American Community Survey, the population of Alvord is 1,351 and Wise County is 68,632 (U.S. Census Bureau 2020). Approximately 86 percent of individuals in Alvord are White, with individuals of multi-racial heritage comprising 7 percent of the population. For the County, approximately 79 percent of individuals are White, with 11 percent claiming multi-racial heritage. Twenty percent of Wise County and ten percent of Alvord claim Hispanic or Latino heritage.

¹ <https://www.nctcog.org/regional-data/regional-data-center>

The median age of the population of Alvord is 28.3 years, in contrast to the Wise County median of 38.6 years. There is a significantly higher proportion of the population 18 years old or less (29 percent) compared to Wise County or State of Texas, with percent populations under 18 years old of 24.7 and 25.8, respectively. Less than 10 percent of the Alvord population is over 65 years old, while in Wise County and the State, approximately 15 and 13 percent of the population is over 65 years old, respectively.

Approximately 34.2 percent of the residents in Wise County age 25 or older have a high school education or higher, while 41.4 percent of Alvord residents age 25 or older have a high school diploma. About 15.6 percent of Alvord residents have earned a bachelor's degree or higher, while 18.8 percent of Wise County residents 25 or older have a bachelor's degree or higher.

There are 516 Wise County residents who are 16 years of age or older and employed, according to the U.S. Census Bureau 2020. The local economy of Alvord is divided into five categories: private company workers (66.1%); self-employed in own incorporated business (2.7%); private not-for-profit (9.5%); local, state, and federal government (17.8%), and self-employed in own not incorporated business (3.9%). The civilian population over 16 is also divided into the following categories: management, business, science, and arts occupations (26.4%); service occupations (18.8%); sales and office occupations (23.2%); natural resources, construction, and maintenance occupations (14.9%); and production, transportation, and material moving occupations (16.7%).

According to the 2020 Census Bureau, the median household income estimated for Alvord was \$60,469. This compares to \$63,826 per year for the median household income calculated for Texas. The national figure for median household income per year estimated for the same period was \$64,994.

According to the U.S. Census Bureau 2020 estimates, Alvord had 4.6 percent of the population citizens living below the poverty level. That compares to 14.2 percent for State and 12.8 percent for the Nation.

The U.S. Census Bureau 2020 estimates that there were 418 housing units within Alvord. Of the occupied housing units, 56.5 percent were owner-occupied and 29.4 percent renter-occupied. The remaining housing units were vacant.

Cultural Resources: To assess the cultural resources impacts on all action alternatives, the Sponsors commissioned a cultural resources literature review.

A constraints memorandum dated April 6, 2021 identified known cultural resources and previously conducted archeological surveys in the project study area. Part of the eastern portion of the study area was previously surveyed for the United States Forest Service in 2010. There are five state-recognized archeological sites within a kilometer the study area; none were recommended for NRHP listing. No sites have been documented within the project study area. Additionally, no potentially eligible historic structures or other cultural resources have been documented in or adjacent to the study area. Based on the constraints memo there is low potential to adversely impact historic properties. However, there is the potential for undocumented archeological sites to be buried within alluvial settings in the study area. The SHPO has recommended an archaeological survey be conducted within the project area prior to beginning construction. Tribal consultation was initiated on January 11, 2021 and will be ongoing until Tribes and SHPO have had the

opportunity to concur with NRCS's final determination of eligibility and formal findings of effect (after final archaeological report).

Highly Erodible Cropland: No effects are anticipated.

Threatened and Endangered Species: The reservoir was reviewed for occurrence of federally protected species or habitat and reported occurrences of state protected species. The USFWS Environmental Conservation Online System (ECOS) Information for Planning and Consultation (IPaC) was queried for trust resources known or expected to near the project site. There are no records of federally protected species directly on the site, but the databases indicated the potential for protected species in the vicinity. There is also the potential for state protected species at or near the site.

The USFWS's Information, Planning and Conservation System (IPaC) lists a total of four threatened and endangered bird species that may occur in the vicinity of the reservoir, three of which only need to be considered for wind energy projects. The species with potential to be found at the project site is the whooping crane.

The existing dam already creates an impediment to fish and other aquatic species. The project will have negligible impact to fish and wildlife.

The Texas Parks and Wildlife (TPWD) database was accessed to evaluate potential state species of concern on all reservoir alternatives considered. TPWD's database reports the following occurrences of state-listed imperiled and vulnerable species within Wise County (but none confirmed at the project site): two amphibians, nine birds, one insect, eight mammals, three mollusks, six reptiles, and seven plants.

Alternative Plans Considered: The following alternatives to address the need for action were considered:

Alternative 1: *Future Without Federal Investment or FWOFI / NEPA No-Action:* This alternative is the true no-action alternative, where the current condition of the structure will remain for the evaluated period, with routine maintenance activities performed by the Sponsors. The FWOFI and the effects produced by the FWOFI will serve as the baseline for comparing all other action alternatives with respect to the relevant scoping concerns and the affected environment. For FRS 26, the no-action alternative results in the Sponsors continuing to operate a dam that does not meet standards for high hazard dams in Texas. Other dam safety issues identified during past visual inspections, assessments and analyses performed as part of this watershed supplement will remain unaddressed. The dam safety issues worsen over time, promoting other failure mechanisms for FRS 26. The design storm eventually occurs and the dam fails catastrophically, sending a floodwave downstream 3.5 miles to the confluence with Big Sandy Creek. Flooding throughout the City of Alvord, Texas of life, damage to structures, roadways and other property.

Alternative 2: *Decommissioning with Federal Assistance:* This alternative involves a controlled breach of FRS 26, removal of all appurtenant structures, and re-establishing the floodplain, stream, and other nearby areas to a condition similar to before FRS 26 was constructed in 1984. Decommissioning addresses the need for action by removing the dam from service thereby

eliminating the dam safety deficiency. However, the removal of FRS 26 results in significantly increased flooding downstream during a wide array of flood events. Alternative 2 is a Federally-assisted decommissioning project.

Alternative 3: *Rehabilitate to high hazard standards (Texas and NRCS standards) with Federal Assistance:* This alternative involves the structural rehabilitation of FRS 26 to meet Texas and NRCS standards for small, high hazard dams. This alternative generally involves a combination of modifying the existing auxiliary spillway, raising the low areas of the embankment crest slightly with earth fill, installing a graded-aggregate filter through the toe of the embankment, and re-constructing the principal spillway energy dissipating structure. Alternative 3 is a Federally-assisted project. Alternative 3 is the preferred alternative identified in this plan, because it addresses the Sponsors' need for action while continuing to fulfill its purpose of flood control.

Alternative 4: The Sponsors have indicated that their preferred plan is Alternative 3 – Rehabilitate to high hazard standards (Texas and NRCS standards) with federal assistance. However, if federal funds are not available, then the sponsors have indicated that they will rehabilitate the dam to meet Texas standards for high hazard dams. The measures are nearly identical to achieve compliance with both Texas and NRCS standards for high hazard dams. This is the probable plan if the responsible federal official finds no justification for expenditure of federal funds on this project. This alternative includes generally the same measures as Alternative 3.

Alternative 5: Modify the Dam to Reduce the Hazard Classification. FRS 26 is currently classified as a high hazard structure due to the consequences associated with an uncontrolled release of the reservoir during the design storm event. This alternative involves structural modification of the existing FRS 26 to reduce the maximum storage volume of the dam such that an uncontrolled release during the design storm event would result in a significant hazard classification under Texas law. The dam and spillway are currently capable of passing a storm event greater than 50 percent of the Probable Maximum Precipitation. However, after performing a variety of dam breach inundation analyses and subsequent review of the consequences associated with PMP breach events of FRS 26, it is unlikely that this can be accomplished without significant structural modification of the principal spillway riser and auxiliary spillway. Based on these factors, Alternative 5 was considered unfeasible and was not carried forward to detailed analysis.

Alternative 6: Floodproof Downstream Structures. In its current configuration, the design storm event with breach of FRS 26 will result in the inundation of approximately 61 residential structures, 6 commercial structures, a government structure, an agricultural structure, 7 roadways including U.S. 287, and the BNSF railroad. Additionally, significant uncertainty would remain if additional development within the area of potential effect occurs in the future and new hazards were constructed without appropriate flood protection measures, thus reverting FRS 26 back to high hazard. Based on the number of impacted structures associated with a PMP and breach event of FRS 26 and uncertainties surrounding future development within the area of potential effect, floodproofing the downstream hazards was considered unfeasible and was not carried forward to detailed analysis.

Project Costs (Dollars)^{1/}

Item	Cost Allocation	Cost Sharing			
		Public Law 83-566	Percent (%)	SLOs	Percent (%)
Construction	\$2,357,500	\$1,574,810	65	\$782,690	35
Engineering	\$475,000	465,500	98	9,500	2
Real Property Rights	\$187,500	\$0	0	\$187,500	100
Project Admin.	\$75,000	\$25,000	n/a	\$50,000	n/a
Permits	\$100,000	\$0	0	\$100,000	100
Total	\$3,195,000	\$2,065,300	--	\$1,129,700	--

¹ Price base: 2023

(Prepared: July 2023)

² A contingency of 25% was applied to the construction costs and real property rights costs.

Project Benefits: The preferred alternative will provide \$2,000 in average annual flood protection benefits.

The estimated annual benefit to cost ratio is near-zero (approximately 0.02).

Number of Direct Beneficiaries: The population at risk (PAR) is estimated to be on the order of 97. The area of potential effect includes 61 residential structures, six commercial structures, one government structure (a fire station), one agricultural structure, seven roadways, and the BNSF Railway.

Other Beneficial Effects:

- The action will bring FRS 26 into compliance with applicable Texas and NRCS requirements for high hazard dams.
- The action will reduce the number of residential structures impacted during the design flood event from 61 to 3; commercial structures from 6 to 0; government structures from 1 to 0; agricultural structures from 1 to 0; roadway impacts from 7 roads flooded to 4; and 1 Railway to 0.
- This modification will reduce the likelihood of a dam failure if the design storm occurs which will also reduce the likelihood of life loss during the design flood event.
- Reduces the threat of loss of access and loss of emergency services for downstream properties and property owners during the design flood event.
- Th existing FRS 26 provides \$226,300 in average annual equivalent flood protection benefits when compared with the dam being decommissioned.

Funding Schedule: The most likely scenario is for the project to be implemented over three years including the design and construction.

Federal funds:

Year 1: \$300,000 for engineering; \$5,000 for project administration.

Year 2: \$165,500 for engineering; \$600,000 for construction; \$10,000 for project administration.

Year 3: \$974,800 for construction; \$10,000 for project administration.

Non-Federal Funds:

Year 1: \$9,500 for engineering; 20,000 for permits; \$10,000 for project administration.

Year 2: \$300,000 for construction; \$187,500 for Real Property Rights; \$15,000 for project administration; \$80,000 for permits.

Year 3: \$482,700 for construction; \$25,000 for project administration,

Period of Analysis: 103 years (includes 1.5 year for design and 1.5 years for construction)

Affected Environment

Project Life: 100 years

Environmental Effects/Impacts of the Proposed Action (EcoSystem Services):

Ecosystem Services Item	Impacts of Preferred Alternative
Provisioning (tangible goods provided for direct human use and consumption)	
Food	Provides flood protection for approximately 10.7 acres of croplands within the area of potential effect.
Regulating (maintain world in which it is possible for people to live, providing critical benefits that buffer against environmental catastrophe)	
Flood and Disease Control	The project will result in FRS 26 meeting applicable dam safety standards for high hazard dams in Texas. Will provide additional benefits by reducing the likelihood of a breach during the design storm event.
Supporting (underlying processes maintaining conditions for life on Earth)	
No relevant resource concerns identified	Not applicable.
Cultural (make the world a place in which people want to live)	
No relevant resource concerns identified	No known cultural resource concerns have been identified, Tribal consultation was initiated on January 11, 2021 and will be ongoing until Tribes and SHPO have had the opportunity to concur with NRCS's final determination of eligibility and formal

Ecosystem Services Item	Impacts of Preferred Alternative
	findings of effect (after final archaeological report). The draft archaeological report was submitted to NRCS and USFS on March 20, 2024. S106 consultation was completed following NRCS review of the archaeological report.

Environmental Effects/Impacts of the Proposed Action (Other Typical Scoping Concerns):

<u>Resource</u>	<u>Impact</u>
Land Use	No land use changes are anticipated for the preferred alternative.
Prime and Unique Farmlands	Marginal encroachment on prime farmland is anticipated at the toe of the embankment.
Air Quality	Temporary increase in particulate matter on site during construction. Effects are short-term – indirect, minor, and adverse impacts. These effects can be largely mitigated with erosion and sediment control during construction. No long-term effects.
Water Resources, Waters of the U.S.	Coordination with the USACE will be necessary due to work in close proximity to waters of the U.S. No long-term impacts are anticipated.
Floodplain Management	The structural rehabilitation will protect the floodplain against damage resulting from a catastrophic failure of FRS 26.
Streams, Lakes and Wetlands	Temporary impacts to the downstream tributary, FRS 26 reservoir and an estimated 2.44 acres of wetlands located around the reservoir are anticipated. Less than 0.1 acre of permanent wetlands disturbance is anticipated. The normal pool elevation of FRS 26 will not change. A wetlands
Forest Resources	No known timbering activities are occurring within the project area. Approximately ½-acre of trees will be removed during construction. Tree cutting/clearing will be conducted in consultation with relevant State and Federal agencies, and outside of the sensitive or vulnerable time periods for any species identified by said agencies.
Endangered and Threatened Plant Species	No effect. No threatened or endangered plant species were identified in the project area.
Invasive Plant Species	No effect. No invasive plant species have been identified in project area.
Ecologically Critical Areas	No ecologically critical areas were identified within the project area.

<u>Resource</u>	<u>Impact</u>
Fish and Wildlife Resources	The current lake level may be drained and maintained in a drained state during part of construction. Temporary impacts may occur. No long-term effects are anticipated.
Threatened and Endangered Animal Species	Potential for one threatened species (whooping crane) in the project area subject to short-term impacts during construction. No long-term effects.
State Species of Concern	No permanent effects are anticipated for the preferred alternative.
Migratory Birds, Golden Eagles, Bald Eagles	No additional permanent loss of habitat is expected from the proposed alternative. Construction activity may deter migratory birds from this area temporarily.
Invasive Animal Species	No effect. No invasive animal species have been identified in the project area.
Public Health and Safety	The proposed alternative will result in improved public health and safety by greatly reducing the likelihood of a failure and breach during the design flood event.
Environmental Justice	No unfair or disparate treatment to disadvantaged communities will result from the proposed action.
Scenic Beauty	No effect.
Cultural and Historic Properties	Section 106 Consultation is ongoing. No known historic properties have yet been identified, Tribal consultation is ongoing until Tribes have had the chance to concur with NRCS's final determination of eligibility and formal findings of effect (final archaeological report submitted to NRCS March 20, 2024).
Local and Regional Economy	The rehabilitation will reduce the likelihood of a failure of FRS 26 during the design flood, which will support the local and regional economy by not impacting commuters and local roadways during a major hydrologic event.
Recreation	No effect.
Park Lands	No effect.

Major Conclusions: The sole purpose of FRS 26 is flood control. The Sponsors' need for action is to address a dam safety deficiency associated with FRS 26. The preferred alternative will result in the Sponsors meeting requirements for high hazard dams in Texas. The proposed action will result in an estimated \$2,000 in additional average annual flood protection benefits as compared with the existing condition. The selected alternative will reduce the likelihood of the dam overtopping and failing during the design flood event, which provides protection to approximately 58 residential structures, 6 commercial structures, 1 agricultural structure, 1 government structure, 4 roadways and the BNSF Railway. Unavoidable adverse effects would result from

implementation of the proposed action. These effects are anticipated to be short-term and minor overall. Most of the adverse impacts identified in the Plan-Environmental Assessment can be mitigated prior to and during construction.

Areas of Controversy: None.

Issues to be Resolved: None.

Evidence of Unusual Congressional or Local Interest: None.

Is this report in compliance with executive orders, public laws, and other statutes governing the formulation of water resource projects? Yes

Appendix M

REVISION TO PLAT

Subdivision Name: Silver Lakes Ranch
Lots or Tracts to be revised: 200R 201
Petitioner: Tony & Shelley White
Petitioner's Mailing Address: 110 Pheasant Run Court
Sunset, TX 76270
Petitioner's Phone Number: 817-925-9555 817-319-5366
Lienholder (if any): _____

(If there is a Lienholder, attach an executed Lienholder's Acknowledgement, Appendix N)

IF A REVISED PLAT INCLUDES ANY CHANGES TO AN EXISTING UTILITY EASEMENT, RELEASE OF SAID EASEMENTS BY THE UTILITY PROVIDERS IS REQUIRED BEFORE APPROVAL OR FILING OF SAID PLAT.

The signature affixed below will certify that the owner of the described property does hereby request to revise the plat of the property. The owner certifies that any and all lienholders have acknowledged this revision as per the attached Lienholder's Acknowledgement, if applicable.

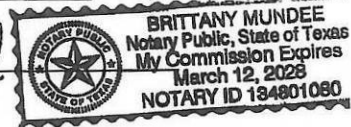
Tony & Shelley White
Petitioner

THE STATE OF TEXAS §
COUNTY OF MONTAGUE §

BEFORE ME, the undersigned authority, on this day personally appeared Tony & Shelley White, known by me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration of therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 17th day of July, 2024.

Brittany Munde
Notary Public, State of Texas



APPROVED BY THE COMMISSIONERS COURT ON THE _____ DAY OF _____, 20____.

County Judge

County Clerk

SUBDIVISION APPLICATION CHECKLIST

The following tasks must be completed by the developer prior to filing any application for subdivision approval:

- ✓ Meet with the Precinct Commissioner and Development Officer at least 15 days prior to the date of filing the application of the subdivision property, to visually inspect the property, review the developer's intentions, establish any special requirements for the plat application, and to discuss the application process.
- ✓ Confirm whether the planned subdivision will be classified as First or Second Tier.
- ✓ Check the proposed subdivision name for conflicts or similarly named subdivision that is not a subsequent phase of an existing subdivision.

The following items must be included in any plat application for approval of a First Tier subdivision:

- ✓ A plat of the proposed subdivision in compliance with these regulations.
- ✓ Six (6) reduced size (not less than letter sized) copies of the plat.
- ✓ A digital map or a certificate regarding the availability of a digital map.
- N/A A certificate from the Upper Trinity Groundwater Conservation District that the proposed subdivision will have adequate water availability.
- ✓ A survey of the proposed subdivision in compliance with these regulations.
- ✓ A certificate from the surveyor who prepared the plat and survey in substantially the form as Appendix E.
- ✓ A description by the developer of the manner and means of providing drinking water, sewerage, roads, electricity, and drainage structures.
- N/A All engineering specifications, drawings, and plans for infrastructure to be constructed comprising a plat application in compliance with these regulations.
- ✓ A certificate from each engineer confirming compliance of their specifications, plans, and drawings, in substantially the form as Appendix F.
- N/A A certificate from NORTEX confirming the road names or numbers reserved for roads laid out in the subdivision.
- ✓ Tax certificates confirming that no property taxes are due and unpaid for the subdivision.

N/A

A certificate from the developer confirming that approval of the plat application and filing of the plat does not mean that the County will be responsible for maintenance of subdivision roads and streets.

N/A

If water, sewerage, and electricity are to be provided by a public utility, the developer must submit an executed public utility certificate in substantially the form as Appendix D.

N/A

If water is to be provided by private well, a Disclosure Statement shall be provided to the buyer prior to closing disclosing the nature of provision of water, together with certification of water availability and quality.

N/A

If OSSF is included in the plat application, a certificate from the Montague County OSSF Inspector or Development Officer stating that the subdivision plans comply with all applicable TCEQ rules, including housing density requirements or lot frontage, street width and all-weather capacity to handle emergency vehicles.

N/A

If fire hydrants or filler plugs are included in a plat application, a certificate from the public utility serving the subdivision to confirm sufficient water capacity is available to operate the fire hydrants or filler plugs.

✓

All fees due to the County for the filing of an application must be paid to the County Clerk contemporaneously with the submission of the application.

The following items must be included in any application for approval of a Second Tier subdivision:

_____ A plat of the subdivision showing the area/acreage of each lot or tract. Lots must have a minimum of sixty (60') feet of frontage to the adjoining street.

_____ Certificates from the developer confirming the following:

_____ Availability of water and sewage service.

_____ Compliance with set-back lines.

_____ Disclosure and Dedication of all necessary utility easements.

_____ Confirming the installation of culverts in compliance with the County ordinance on culverts.

_____ If OSSF is proposed for the Second Tier subdivision, a certificate from the Montague County OSSF Inspector or Development Officer stating that the subdivision plans comply with all applicable TCEQ rules, including housing density requirements, street width and all-weather capacity to handle emergency vehicles.

_____ A survey that shows sufficient topographic information adequate to demonstrate that the proposed subdivision will adequately drain and that any proposed development will not alter the natural flow of water to adjoining properties.

~~All fees due to the County for the filing of an application must be paid to the County Clerk contemporaneously with the submission of the application.~~

After an application is approved, the developer must:

- ✓ File a plat of the proposed subdivision in compliance with these regulations.
- N/A Meet with the Precinct Commissioner to review all materials used in constructing roads in the subdivision.
- N/A Ensure that the work described in the plat application is completed in a good and workmanlike manner, in accordance with these regulations, the plat application, and any conditions of the order approving the application.
- N/A Advise the Precinct Commissioner of the status of construction prior to expiration of any construction deadline.
- ✓ All fees due to the County for an approved application must be paid to the County Clerk no later than ten (10) days after the approval of the application.
- N/A Submit proof of any required financial security to the Precinct Commissioner no later than thirty (30) days after the approval of the application.