

Racial Profiling Report | Full

Agency Name: MONTAGUE CO. SHERIFF'S OFFICE

Reporting Date: 01/12/2023

TCOLE Agency Number: 337100

Chief Administrator: MARSHALL W. THOMAS

Agency Contact Information:

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Mailing Address:

P. O. BOX 127

100 South Grand

MONTAGUE, TX 76251-0055

This Agency filed a full report

MONTAGUE CO. SHERIFF'S OFFICE has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the MONTAGUE CO. SHERIFF'S OFFICE from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the MONTAGUE CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the MONTAGUE CO. SHERIFF'S OFFICE has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the MONTAGUE CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the MONTAGUE CO. SHERIFF'S OFFICE policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The MONTAGUE CO. SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in Article 2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: MARSHALL W. THOMAS
SHERIFF

Date: 01/12/2023

Total stops: 1085

Street address or approximate location of the stop

City street	109
US highway	394
County road	244
State highway	276
Private property or other	62

Was race or ethnicity known prior to stop?

Yes	82
No	1003

Race / Ethnicity

Alaska Native / American Indian	1
Asian / Pacific Islander	11
Black	63
White	903
Hispanic / Latino	107

Gender

Female	311
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Alaska Native / American Indian	1
Asian / Pacific Islander	1
Black	19
White	276
Hispanic / Latino	14

Male	774
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Alaska Native / American Indian	0
Asian / Pacific Islander	10
Black	44
White	627
Hispanic / Latino	93

Reason for stop?

Violation of law	122
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Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	7
White	101

Hispanic / Latino	14
Preexisting knowledge	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	2
Hispanic / Latino	1
Moving traffic violation	506
Alaska Native / American Indian	1
Asian / Pacific Islander	6
Black	31
White	416
Hispanic / Latino	52
Vehicle traffic violation	454
Alaska Native / American Indian	0
Asian / Pacific Islander	5
Black	25
White	384
Hispanic / Latino	40
Was a search conducted?	
Yes	196
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	19
White	150
Hispanic / Latino	25
No	889
Alaska Native / American Indian	1
Asian / Pacific Islander	9
Black	44
White	753
Hispanic / Latino	82
Reason for Search?	
Consent	106
Alaska Native / American Indian	0
Asian / Pacific Islander	2
Black	6
White	82

Hispanic / Latino	16			
Contraband	0			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	0			
Hispanic / Latino	0			
Probable	77			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	12			
White	59			
Hispanic / Latino	6			
Inventory	5			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	1			
White	4			
Hispanic / Latino	0			
Incident to arrest	8			
Alaska Native / American Indian	0			
Asian / Pacific Islander	0			
Black	0			
White	5			
Hispanic / Latino	3			
Was Contraband discovered?				
Yes	83	Did the finding result in arrest?		
		(total should equal previous column)		
Alaska Native / American Indian	0	Yes 0	No 0	
Asian / Pacific Islander	0	Yes 0	No 0	
Black	11	Yes 0	No 11	
White	62	Yes 5	No 57	
Hispanic / Latino	10	Yes 2	No 8	
No	113			
Alaska Native / American Indian	0			
Asian / Pacific Islander	2			
Black	8			
White	88			
Hispanic / Latino	15			

Description of contraband

Drugs	62
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	10
White	45
Hispanic / Latino	7
Weapons	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Currency	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Alcohol	18
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	14
Hispanic / Latino	3
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Result of the stop	
Verbal warning	435

Alaska Native / American Indian	0
Asian / Pacific Islander	4
Black	15
White	375
Hispanic / Latino	41
Written warning	393
Alaska Native / American Indian	1
Asian / Pacific Islander	6
Black	32
White	313
Hispanic / Latino	41
Citation	224
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	15
White	187
Hispanic / Latino	21
Written warning and arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Citation and arrest	33
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	28
Hispanic / Latino	4
Arrest	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Arrest based on	
Violation of Penal Code	33
Alaska Native / American Indian	0
Asian / Pacific Islander	0

Black	1
White	28
Hispanic / Latino	4
Violation of Traffic Law	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Was physical force resulting in bodily injury used during stop?	
Yes	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	1085
Alaska Native / American Indian	1
Asian / Pacific Islander	11
Black	63
White	903
Hispanic / Latino	107

Number of complaints of racial profiling

Total

0

Resulted in disciplinary action

0

Did not result in disciplinary action

0

Comparative Analysis

Use TCOLE's auto generated analysis

☐

Use Department's submitted analysis

☒

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Racial Profiling Analysis Report

MONTAGUE CO. SHERIFF'S OFFICE

01. Total Traffic Stops:	1085	
02. Location of Stop:		
a. City Street	109	10.05%
b. US Highway	394	36.31%
c. County Road	244	22.49%
d. State Highway	276	25.44%
e. Private Property or Other	62	5.71%
03. Was Race known prior to Stop:		
a. NO	1003	92.44%
b. YES	82	7.56%
04. Race or Ethnicity:		
a. Alaska/ Native American/ Indian	1	0.09%
b. Asian/ Pacific Islander	11	1.01%
c. Black	63	5.81%
d. White	903	83.23%
e. Hispanic/ Latino	107	9.86%
05. Gender:		
a. Female	311	28.66%
i. Alaska/ Native American/ Indian	1	0.09%
ii. Asian/ Pacific Islander	1	0.09%
iii. Black	19	1.75%
iv. White	276	25.44%
v. Hispanic/ Latino	14	1.29%
b. Male	774	71.34%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	10	0.92%
iii. Black	44	4.06%
iv. White	627	57.79%
v. Hispanic/ Latino	93	8.57%
06. Reason for Stop:		
a. Violation of Law	122	11.24%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%

Racial Profiling Analysis Report

iii. Black	7	5.74%
iv. White	101	82.79%
v. Hispanic/ Latino	14	11.48%
b. Pre-Existing Knowledge	3	0.28%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	2	66.67%
v. Hispanic/ Latino	1	33.33%
c. Moving Traffic Violation	506	46.64%
i. Alaska/ Native American/ Indian	1	0.20%
ii. Asian/ Pacific Islander	6	1.19%
iii. Black	31	6.13%
iv. White	416	82.21%
v. Hispanic/ Latino	52	10.28%
d. Vehicle Traffic Violation	454	41.84%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	5	1.10%
iii. Black	25	5.51%
iv. White	384	84.58%
v. Hispanic/ Latino	40	8.81%
07. Was a Search Conducted:		
a. NO	889	81.94%
i. Alaska/ Native American/ Indian	1	0.11%
ii. Asian/ Pacific Islander	9	1.01%
iii. Black	44	4.95%
iv. White	753	84.70%
v. Hispanic/ Latino	82	9.22%
b. YES	196	18.06%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	1.02%
iii. Black	19	9.69%
iv. White	150	76.53%
v. Hispanic/ Latino	25	12.76%
08. Reason for Search:		
a. Consent	106	9.77%

Racial Profiling Analysis Report

i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	2	1.89%
iii. Black	6	5.66%
iv. White	82	77.36%
v. Hispanic/ Latino	16	15.09%
b. Contraband in Plain View	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Probable Cause	77	7.10%
ii. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	12	15.58%
iv. White	59	76.62%
v. Hispanic/ Latino	6	7.79%
d. Inventory	5	0.46%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	20.00%
iv. White	4	80.00%
v. Hispanic/ Latino	0	0.00%
e. Incident to Arrest	8	0.74%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	5	62.50%
v. Hispanic/ Latino	3	37.50%
09. Was Contraband Discovered:		
YES	83	7.65%
i. Alaska/ Native American/ Indian	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
ii. Asian/ Pacific Islander	0	0.00%
Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	0	
iii. Black	11	13.25%

Racial Profiling Analysis Report

Finding resulted in arrest - YES	0	
Finding resulted in arrest - NO	11	
iv. White	62	74.70%
Finding resulted in arrest - YES	5	
Finding resulted in arrest - NO	57	
v. Hispanic/ Latino	10	12.05%
Finding resulted in arrest - YES	2	
Finding resulted in arrest - NO	8	
b. NO	113	10.41%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	2	1.77%
iii. Black	8	7.08%
iv. White	88	77.88%
v. Hispanic/ Latino	15	13.27%
10. Description of Contraband:		
a. Drugs	62	5.71%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	10	16.13%
iv. White	45	72.58%
v. Hispanic/ Latino	7	11.29%
b. Currency	1	0.09%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
c. Weapons	1	0.09%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
d. Alcohol	18	1.66%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	5.56%
iv. White	14	77.78%

Racial Profiling Analysis Report

v. Hispanic/ Latino	3	16.67%
e. Stolen Property	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
f. Other	1	0.09%
i. Alaska/ Native American/ Indian	0	0.00%
i. Asian/ Pacific Islander	0	0.00%
iii. Black	0	0.00%
iv. White	1	100.00%
v. Hispanic/ Latino	0	0.00%
11. Result of Stop:		
a. Verbal Warning	435	40.09%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	4	0.92%
iii. Black	15	3.45%
iv. White	375	86.21%
v. Hispanic/ Latino	41	9.43%
b. Written Warning	393	36.22%
i. Alaska/ Native American/ Indian	1	0.25%
ii. Asian/ Pacific Islander	6	1.53%
iii. Black	32	8.14%
iv. White	313	79.64%
v. Hispanic/ Latino	41	10.43%
c. Citation	224	20.65%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	1	0.45%
iii. Black	15	6.70%
iv. White	187	83.48%
v. Hispanic/ Latino	21	9.38%
d. Written Warning and Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

e. Citation and Arrest	33	3.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	3.03%
iv. White	28	84.85%
v. Hispanic/ Latino	4	12.12%
f. Arrest	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
12. Arrest Based On:		
a. Violation of Penal Code	33	3.04%
i. Alaska/ Native American/ Indian	0	0.00%
ii. Asian/ Pacific Islander	0	0.00%
iii. Black	1	3.03%
iv. White	28	84.85%
v. Hispanic/ Latino	4	12.12%
b. Violation of Traffic Law	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
c. Violation of City Ordinance	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
d. Outstanding Warrant	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	

Racial Profiling Analysis Report

13. Was Physical Force Used:		
a. NO	1085	100.00%
i. Alaska/ Native American/ Indian	1	0.09%
ii. Asian/ Pacific Islander	11	1.01%
iii. Black	63	5.81%
iv. White	903	83.23%
v. Hispanic/ Latino	107	9.86%
b. YES	0	0.00%
i. Alaska/ Native American/ Indian	0	
ii. Asian/ Pacific Islander	0	
iii. Black	0	
iv. White	0	
v. Hispanic/ Latino	0	
b 1. YES: Physical Force Resulting in Bodily Injury to Suspect	0	
b 2. YES: Physical Force Resulting in Bodily Injury to Officer	0	
b 3. YES: Physical Force Resulting in Bodily Injury to Both	0	
14. Total Number of Racial Profiling Complaints Received:	0	

REPORT DATE COMPILED 01/12/2023

**TIER
2 REPORTING**

**FULL
REPORTING**

Check One

- No motor vehicle
or audio equipment**

✓ We choose to
full report even though we qualify for the partial exen

Racial
Profiling Reporting

(Tier
2)

Department Name

Montague County Sheriff's Office

Agency Number

337100

Chief
Administrator Name

Sheriff Marshall W. Thomas

Reporting Name

Sheriff Marshall W. Thomas

Contact Number

(940) 894-2871

E-mail Address

mtomas@montague.sheriff.com

**Certification
to Report 2.132 (Tier 2)**

**Policy
Requirements (2.132(b) CCP):**

**Each law enforcement
agency in this state shall adopt a detailed written policy on racial
profiling. The policy must:**

1. Clearly
define acts constituting racial
2. Strictly
prohibit peace officers employed by the agency from engaging in racial
3. Implement
a process by which an individual may file a complaint with the agency if the
individual believes that a peace officer employed by the agency has engaged
in racial profiling with respect to the
4. Provide
public education relating to the agency's complaint

5.

Requires

appropriate corrective action to be taken against a peace officer employed by the agency who, after an investigation, is shown to have engaged in racial profiling in violation of the agency's policy adopted under this

6.

Require

collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating

a.

The
race or ethnicity of the individual

b.

Whether
a search was conducted and, if so, whether the individual detained consented to the search; and

c.

Whether
the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and

d.

Whether
the peace officer used physical force that resulted in bodily injury, as the term is defined by Section 1.07, Penal Code, During the

e.

The
location of the stop; and

	(Tier 2)
	(State of Texas Mandatory Form)
1. Gender:	
1.1 Female: 311	28.66%
Black: 19	6.10%
Asian/Pacific Islander: 1	0.32%
	88.74%
White: 276	4.50%
Hispanic/Latino: 14	0.32%
Alaska Native/American Indian: 1	
1.2 Male: 774	71.33%
	5.68%

2.4 Hispanic/Latino: 107	9.86%
2.5 Alaska Native/American Indian: 1	0.09%
	Total: 1085
3. Was Race or ethnicity known prior to stop?	
3.1 Yes: 82	7.55%
Black: 4	4.87%
Asian/Pacific Islander: 0	0.00%
White: 73	89.02%
Hispanic/Latino: 5	6.09%
Alaska Native/American Indian: 0	0.00%
	92.44%

3.2 No: 1003	
Black: 59	5.88%
Asian/Pacific Islander: 11	1.09%
White: 830	82.75%
Hispanic/Latino: 102	10.16%
Alaska Native/American Indian: 1	0.09%
	Total: 1085
4. Reason for stop:	
4.1 Violation of law other than traffic: 122	11.24%
Black: 7	5.73%
	0.00%

Asian/Pacific Islander: 0	82.78%
White: 101	11.47%
Hispanic/Latino: 14	0.00%
Alaska Native/American Indian: 0	
4.2 Pre-existing knowledge (warrant): 3	0.27%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 2	66.66%
Hispanic/Latino: 1	33.33%
Alaska Native/American Indian: 0	0.00%
4.3 Moving Traffic Violation: 506	46.63%
	6.12%

Black: 31	1.18%
Asian/Pacific Islander: 6	82.21%
White: 416	10.27%
Hispanic/Latino: 52	0.19%
Alaska Native/American Indian: 1	
4.4 Vehicle Traffic Violation: 454	41.84%
Black: 25	5.50%
Asian/Pacific Islander: 5	1.10%
White: 384	84.58%
Hispanic/Latino: 40	8.81%
Alaska Native/American Indian: 0	0.00%

	Total: 1085
5. Street address or approximate location of the stop:	
5.1 City Street: 109	
5.2 US Highway: 394	
5.3 County Road: 244	
5.4 State Highway: 276	
5.5 Private Property or Other: 62	
6. Was a search conducted?	
6.1 Yes: 196	18.06%

Black: 19	9.69%
Asian/Pacific Islander: 2	1.02%
White: 150	76.53%
Hispanic/Latino: 25	12.75%
Alaska Native/American Indian: 0	0.00%
6.2 No: 889	81.93%
Black: 44	4.94%
Asian/Pacific Islander: 9	1.01%
White: 753	84.70%
Hispanic/Latino: 82	9.22%
Alaska Native/American Indian: 1	0.11%

	Total: 1085
7. Reason for Search?	
7.1 Consent: 106	54.08%
Black: 6	5.66%
Asian/Pacific Islander: 2	1.88%
White: 82	77.35%
Hispanic/Latino: 16	15.09%
Alaska Native/American Indian: 0	0.00%
7.2 Contraband/Evidence in Plain View: 0	0.00%
Black: 0	0.00%
	0.00%

Asian/Pacific Islander: 0	0.00%
White: 0	0.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	
7.3 Probable Cause or Reasonable Suspicion: 77	39.28%
Black: 12	15.58%
Asian/Pacific Islander: 0	0.00%
	76.62%
White: 59	7.79%
Hispanic/Latino: 6	0.00%
Alaska Native/American Indian: 0	
7.4 Inventory: 5	2.55%

Black: 1	20.00%
Asian/Pacific Islander: 0	0.00%
White: 4	80.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	
7.5 Incident to Arrest/Warrant: 8	4.08%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 5	62.5%
Hispanic/Latino: 3	37.5%
Alaska Native/American Indian: 0	0.00%
	Total: 196

<p>8. Contraband Discovered?</p>	
<p>8.1 Yes: 83</p>	<p>42.34%</p>
<p>Black: 11</p> <p>Asian/Pacific Islander: 0</p> <p>White: 62</p> <p>Hispanic/Latino: 10</p> <p>Alaska Native/American Indian: 0</p>	<p>13.25%</p> <p>0.00%</p> <p>74.69%</p> <p>12.04%</p> <p>0.00%</p>
<p>8.2 No: 113</p>	<p>57.65%</p>
<p>Black: 8</p> <p>Asian/Pacific Islander: 2</p>	<p>7.07%</p> <p>1.76%</p> <p>77.87%</p>

White: 88	13.27%
Hispanic/Latino: 15	0.00%
Alaska Native/American Indian: 0	
	Total: 196
8a.1 Did the finding result in arrest?	
8a.1 Yes:	
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 5	71.42%
Hispanic/Latino: 2	28.57%
Alaska Native/American Indian: 0	0.00%

8a.1 No:					
Black: 11				14.47%	
Asian/Pacific Islander: 0				0.00%	
White: 57				75.00%	
Hispanic/Latino: 8				10.52%	
Alaska Native/American Indian: 0				0.00%	
9. Description of Contraband:					
9.1 Illegal Drugs/Drug Paraphernalia: 62				74.69%	
Black: 10				16.12%	
Asian/Pacific Islander: 0				0.00%	
White: 45				72.58%	
				11.29%	

Hispanic/Latino: 7	0.00%
Alaska Native/American Indian: 0	
9.2 Currency: 1	1.20%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 1	100.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	
9.3 Weapons: 1	1.20%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
	100.00%
	0.00%

White: 1 Hispanic/Latino: 0 Alaska Native/American Indian: 0	0.00%
9.4 Alcohol: 18	21.68%
Black: 1 Asian/Pacific Islander: 0 White: 14 Hispanic/Latino: 3 Alaska Native/American Indian: 0	5.55% 0.00% 77.77% 16.66% 0.00%
9.5 Stolen Property: 0	0.00%
Black: 0	0.00% 0.00%

Asian/Pacific Islander: 0	0.00%
White: 0	0.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	
9.6 Other: 1	1.20%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 1	100.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	
	Total: 83

10. Result of the Stop:	
10.1 Verbal Warning: 435	40.09%
Black: 15 Asian/Pacific Islander: 4 White: 375 Hispanic/Latino: 41 Alaska Native/American Indian: 0	3.44% 0.91% 86.20% 9.42% 0.00%
10.2 Written Warning: 393	36.22%
Black: 32 Asian/Pacific Islander: 6 White: 313	8.14% 1.52% 79.64% 10.43% 0.25%

Hispanic/Latino: 41 Alaska Native/American Indian: 1	
10.3 Citation: 224	20.64%
Black: 15 Asian/Pacific Islander: 1 White: 187 Hispanic/Latino: 21 Alaska Native/American Indian: 0	6.69% 0.44% 83.48% 9.37% 0.00%
10.4 Written Warning and Arrest: 0	0.00%
Black: 0 Asian/Pacific Islander: 0	0.00% 0.00% 0.00%

White: 0	0.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	
10.5 Citation and Arrest: 33	3.04%
Black: 1	3.03%
Asian/Pacific Islander: 0	0.00%
White: 28	84.84%
Hispanic/Latino: 4	12.12%
Alaska Native/American Indian: 0	0.00%
10.6 Arrest: 0	0.00%
Black: 0	0.00%
	0.00%

Asian/Pacific Islander: 0	0.00%
White: 0	0.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	
	Total: 1085
11. Arrest Based On:	
11.1 Violation of Penal Code: 33	100.00%
Black: 1	3.03%
Asian/Pacific Islander: 0	0.00%
White: 28	84.84%
Hispanic/Latino: 4	12.12%
	0.00%

Alaska Native/American Indian: 0	
11.2 Violation of a Traffic Law: 0	0.00%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 0	0.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	
11.3 Violation of City Ordinance: 0	0.00%
Black: 0	0.00%
Asian/Pacific Islander: 0	0.00%
White: 0	0.00%
	0.00%

Hispanic/Latino: 0 Alaska Native/American Indian: 0	
11.4 Outstanding Warrant: 0	0.00%
Black: 0 Asian/Pacific Islander: 0 White: 0 Hispanic/Latino: 0 Alaska Native/American Indian: 0	0.00% 0.00% 0.00% 0.00% 0.00%
12. Was force resulting in bodily injury used during stop?	
12.1 Yes: 0	0.00%
Black: 0	0.00% 0.00%

Asian/Pacific Islander: 0	0.00%
White: 0	0.00%
Hispanic/Latino: 0	0.00%
Alaska Native/American Indian: 0	
12.2 No: 1085	100.00%
Black: 63	5.80%
Asian/Pacific Islander: 11	1.01%
White: 903	83.22%
Hispanic/Latino: 107	9.86%
Alaska Native/American Indian: 1	0.09%
13. Number of complaints of racial profiling?	

13.1 Total:
0

Please submit electronically the analysis in PDF format required by 2.134 CCP(c) which contains:

- 1)
 - A comparative analysis of the information compiled under Article 2.133 to:
 - a) Evaluate and compare the number of motor vehicle stops, within the applicable jurisdiction, of persons who are recognized as racial or ethnic minorities and persons who are not recognized as racial or ethnic minorities; and
 - b) Examine the disposition of motor vehicle stops made by officers employed by the agency, categorized according to the race or ethnicity of the affected persons, as appropriate, including any searches resulting from stops within the applicable jurisdiction; and
- 2) Information relating to each complaint filed with the agency alleging that a peace officer employed by the agency has engaged in racial profiling.

This analysis
meets the above requirements



Chief
Administrator

Date

01/11/2023

2023
MONTAGUE COUNTY WIDE POLLING PLACES
 (Revised 1/18/2023)

Polling Precinct	Owner of Building	Name of Building	Street Address
Early Voting Branch	Montague County	Montague Annex Community Room	11339 State Hwy 59 N Montague, Texas 76251
Early Voting Branch	City of Bowie	Bowie Senior Citizen Center	501 Pelham Street Bowie, Texas 76230
Early Voting Branch	Nocona City of	Nocona City Hall Council Room	102 Clay Street Nocona, Texas 76255
Early Voting Branch	City of Saint Jo	Saint Jo Civic Center	101 East Boggess Saint Jo, Texas 76265
County-Wide	Montague County	Montague Annex Community Room	11339 State Hwy 59 N Montague, Texas 76251
County-Wide	City of Bowie	Bowie Senior Citizen Center	501 Pelham Street Bowie, Texas 76230
County-Wide	Bowie Public Library	Bowie Public Library	301 Walnut St. Bowie, Tx 76230
County-Wide	Nocona City of	Nocona City Hall Council Room	102 Clay Street Nocona, Texas 76255
County-Wide	Nocona Museum	Tales 'n' Trails Museum	1522 E. Hwy 82 Nocona, Tx 76255
County-Wide	City of Saint Jo	Saint Jo Civic Center	101 East Boggess Saint Jo, Texas 76265
County-Wide	Forestburg Community Center	Forestburg Community Center	16617 FM 455 Forestburg, Texas 76239
County-Wide	City of Sunset	Sunset City Hall	119 FM 1749 Sunset, Texas 76270
County-Wide	Ringgold Fire Hall	Ringgold Fire Hall	17832 N Hwy 81 Ringgold, Texas 76261
County-Wide	Valley View Baptist	Valley View Baptist	6159 FM 103 Spanish Fort, Texas 76255

AMENDMENT TO WINDSTREAM AGREEMENT

This AMENDMENT ("Amendment") effective as of the latter of the signature dates below, amends the Agreement, in addition to any and all related addenda or amendments (collectively, the "Agreement"), by and between MONTAGUE COUNTY ("Customer") and the Windstream legal entity(ies) providing the Service to Customer, as identified on Customer's bill ("Windstream").

TERMS OF AMENDMENT

Windstream and Customer hereby agree to amend the Agreement by moving, adding or changing Services at an existing Service location or adding a new Service location, as identified in Quote# 2546343, attached hereto and hereby incorporated into the Agreement. The Services to be provided at such Service locations and rates for the same are also set forth in the Quote, along with other applicable terms and conditions.

Except as modified by this Amendment, the terms and conditions set forth in the Agreement remain unchanged. All amended Services are subject to the Term stated on the Quote.

IN WITNESS WHEREOF, this Amendment is hereby duly executed by an authorized representative of each Party hereto.

MONTAGUE COUNTY

AUTHORIZED REP.
(PRINTED NAME): Kevin Benton

SIGNATURE: _____

TITLE: County Judge

DATE: 1-23-23

WINDSTREAM

AUTHORIZED REP.
(PRINTED NAME): _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Account Summary

Customer Name	MONTAGUE COUNTY
Quote #	2546343
Windstream Kinetic Representative	Joel Jinkerson
Contract Term Length	60 Months
Effective Date	December 30, 2022
MMF	\$0.00

Summary of Charges (Total for All Locations)

Product	Monthly Recurring Charges	One-Time Charges
Internet Service	\$1,026.05	\$0.00
Total	\$1,026.05	\$0.00

Service Agreement Summary

This Service Agreement is subject to and controlled by the Kinetic Business By Windstream Service Terms and Conditions and the service-specific terms and conditions located at <https://www.windstream.com/about/legal/kinetic-business-terms-and-conditions>, including how such terms may be modified from time to time, and all of which are hereby incorporated herein by reference. By your signature you warrant that you have read, understand and agree to the Service Agreement and Kinetic Business By Windstream Service Terms and Conditions and applicable service-specific terms and conditions, and acknowledge that you are authorized to sign this Service Agreement and order the Service(s) as outlined herein.

CUSTOMER

WINDSTREAM

Signature:

Signature:

Printed Name:

Kevin Benton

Printed Name:

Title:

County Judge

Title:

Date:

1-23-23

Date:

This offer is voidable by Windstream if not signed and returned by 2/13/2023.

Location Summary

Location Name	Monthly Recurring Charges	One-Time Charges	Credits
Montague Annex	\$1,026.05	\$0.00	\$0.00

Location Detail

Location Name	Montague Annex	Account Number	217906536
Location Address	11339 TX-59, MONTAGUE, TX 76251-	Service Order Type	Existing Customer

Total One-Time Charges: \$0.00	Total Recurring Charges: \$1,026.05
-----------------------------------	--

Monthly Recurring Charges

Product	Qty.	Unit Price	Total Price
Internet Service			\$1003.05
DEDICATED INET BANDWIDTH-500M	1	Included	
Internet Service (500.0 Mbps)	1	Included	
Managed Router - Advanced	1	Included	
Managed Router Equipment	1	Included	
STATIC IP BLOCK OF 8	1	\$23.00	\$23.00
Total			\$1,026.05



WASTELINE ENGINEERING, INC.

P.O. Box 421
208 South Front Street
Aledo, Texas 76008
817-441-1300 p
817-441-1033 f
www.wasteline-eng.com
TBPE Firm No. F-1669

January 18, 2023

Montague County
PO Box 416
Montague, Texas 76251

Attn: Mr. Mike Mayfield
Commissioner – Precinct 2

Re: Wastewater Treatment Facility & Discharge Permit Application
County Jail Facility

Gentlemen:

In response to your request for a proposal to provide professional engineering services for the referenced project, Wasteline Engineering, Inc., is pleased to present the following for your consideration.

Scope of Services

Our understanding of the services required at this time is:

- Prepare an application for a WCO disposal permit for the treated wastewater by direct discharge and submit same to the Texas Commission on Environmental Quality (TCEQ);
- Provide liaison with the TCEQ up to the time that a permit is issued or a public hearing or mediation is requested, whichever occurs first.

Should additional information be requested by the TCEQ that was omitted from the application by this office, we will provide same at no additional expense to the Applicant or your office. In the event that a public hearing or mediation is requested, we will prepare for the hearing on the Applicant's behalf on a reimbursable basis of \$200.00 per hour plus applicable expenses times 1.1. We will attend and provide testimony at the public hearing or mediation on the Applicant's behalf at a reimbursable rate of \$250.00 per hour. We will perform this reimbursable work only at your written request.

- Prepare plans and specifications suitable for construction purposes for a new 10,000 gallon per day wastewater treatment plant to include: an aeration basin, clarifier, chlorine contact basin, and sludge holding tank; flow measurement, effluent pumping to a remote discharge point (if necessary), yard piping and appurtenances, access drive, chain link fencing, and site electrical including a standby generator and automatic transfer switch.

- Submit the plans and specifications for the above facilities to the applicable TCEQ department for review and approval; and
- Provide your office with the plans and specifications as approved by the TCEQ in digital format (pdf) for bidding and construction purposes.

The cost of the above services will be a lump sum fee of \$49,300.00. Our fee *does not include any design survey efforts* that we may require to prepare the construction plans – we will attempt to utilize topographic survey data available from North Central Texas Council of Governments.

Bidding and/or construction phase engineering efforts, if desired and requested by you, can be provided to you under a separate contract.

Payment Schedule

Billings: monthly on the basis of percent (%) complete

Billings will be made monthly for work performed on this project. All billings are due in full ten (10) days following submittal for payment. Billings shall be presented electronically to you or your designated recipient.

Montague County shall be responsible for all permit application fees, filing fees, inspection fees, and other fees necessary for the submittal of documents and construction activities.

Schedule of Services

We anticipate completion of the above services within twelve (12) to sixteen (16) weeks following your authorization to begin.

If this proposal meets with your approval, please signify your acceptance by executing this document and Attachment “A”. Please return an executed copy of this agreement, and an initialed Attachment “A” as your authorization for us to begin our efforts.

We look forward to working with you on this project. Should you have questions concerning any of the above, please do not hesitate to contact this office. Thank you for the opportunity to provide these services to Montague County.

Very truly yours,
WASTELINE ENGINEERING, INC.
TX Registered Engineering Firm #F-1669



Glenn Breisch, P.E.
President

ACCEPTED BY:

Title

Date

ATTACHMENT A

Terms and Conditions

Wasteline Engineering, Inc., (the "Engineer") shall perform the services outlined in the agreement for the stated fee arrangement.

Access to Site:

Unless otherwise stated, the Engineer will have access to the site for activities for the performance of the services. The Engineer will take precautions to minimize damage due to these activities but has not included in the fee the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and the Engineer shall be submitted to non-binding mediation. Client and Engineer agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

Billings/Payments:

Invoices for the Engineer's services shall be submitted, at the Engineer's option, either upon completion of such services or on a monthly basis. *Invoices shall be payable within ten (10) days after the invoice date.* If the invoice is not paid within twenty (20) days, the Engineer may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the service. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid sixty (60) days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the then unpaid balance. In the event any portion of an account remains unpaid ninety (90) days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

Indemnification:

The Engineer agrees, to the fullest extent permitted by law, to indemnify and hold the Client harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Engineer's negligent acts, errors, or omissions in the performance of professional services under this Agreement and those of his or her subconsultants or anyone for whom the Engineer is legally liable.

The Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer harmless from any damage, liability, or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the Client's negligent acts, errors, or omissions and those of his or her contractors, subcontractors or consultants or anyone for whom the Client is legally liable and arising from the project that is the subject of this Agreement.

The Engineer is not obligated to indemnify the Client in any manner whatsoever for the Client's own negligence. The Client is not obligated to indemnify the Engineer in any manner whatsoever for the Engineer's own negligence.

Certifications:

Guarantees and Warranties: The Engineer shall not be required to execute any document that would result in its certifying, guaranteeing, or warranting the existence of conditions whose existence the Engineer cannot ascertain.

Termination of Services:


This agreement may be terminated by the Client or the Engineer should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay the Engineer for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by the Engineer under this agreement are and shall remain the property of the Engineer as instruments of service and may not be used by the Client for any other endeavor without the written consent of the Engineer. Should the Client desire copies of said documents, paper copiers shall be made available.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, the Engineer's total liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of the agreement from any cause or causes, shall not exceed the total amount of the Engineer's fee for the project (\$49,300.00). Such causes include, but are not limited to, the Engineer's negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Initial here: _____ (Client)  (Engineer)

**INTERLOCAL AGREEMENT
BETWEEN MONTAGUE COUNTY AND
TEXAS DIVISION OF EMERGENCY MANAGEMENT**

This Interlocal Agreement ("Agreement") is made and entered into between Montague County, a local government entity located in Montague County, Texas ("LGE"), and Texas Division of Emergency Management, a member of the Texas A&M University System, an agency of the State of Texas ("TDEM") for the purpose of facilitating the provision of emergency services. The LGE and TDEM are sometimes referred to herein individually as "Party" or collectively as "Parties."

RECITALS:

WHEREAS, pursuant to the Interlocal Cooperation Act, Texas Government Code Chapter 791, as amended, cities, counties, special districts and other legally constituted political subdivisions of the State of Texas are authorized to enter into local contracts and agreements with each other regarding governmental functions and services; and

WHEREAS TDEM personnel require a location from which they may operate to coordinate state emergency response, recovery, preparedness, and mitigation efforts; and

WHEREAS, TDEM has requested that space be made available to it for its personnel and;

WHEREAS the LGE has determined there is available space to accommodate TDEM's request in the Montague County Courthouse Building located at 101 East Franklin St. Montague, TX 76251 (the "Building");

NOW THEREFORE, in consideration of the mutual covenants contained herein and subject to the conditions herein set forth, the LGE and TDEM hereby agree as follows.

A. LGE AGREEMENTS

- 1) The LGE will provide office space to TDEM personnel in which they can conduct routine functions connected with their emergency management efforts at the Building. The LGE may change the location of the designated office space upon notice to TDEM. TDEM staff may utilize the staff restrooms and any other common spaces in the Building. The LGE will provide TDEM with 1 parking spot(s) which Are Not exclusive.
- 2) The LGE will maintain the space and provide electrical, water, gas, heating and air conditioning services to the space. The LGE will also provide the following services: All maintenance and janitorial needs will be furnished by Montague County.

- 3) (A) The LGE reserves the right to utilize the space for its own purposes and the access granted to TDEM hereunder is not exclusive. OR (B) The access granted to TDEM hereunder to utilize the space is exclusive. A

- 4) The LGE will provide TDEM personnel 24-hour access to the Building by card & key, which will be returned to LGE at the termination of this Agreement.

B. TDEM AGREEMENTS

- 5) TDEM will identify to the LGE a point of contact who will communicate with the LGE related to the use of the space under this Agreement. TDEM's initial current point of contact for this Agreement is Regan Reser, phone: 940-247-9126, email: regan.reser@tdem.texas.gov.
- 6) TDEM agrees that it will be utilizing the space provided in furtherance of its emergency management duties for the State.
- 7) TDEM will advise the LGE as soon as practicable when its personnel shall be utilizing the space provided under this Agreement.
- 8) TDEM personnel will be providing all their own equipment and communications devices and will access state computer programs utilizing their own equipment. TDEM agrees that no access to the LGE computer system will be required or requested at any time. TDEM may access a public or guest wireless network, if available.
- 9) While located at the LGE premises, TDEM personnel shall perform their duties in a manner so as to not interfere with the ordinary functioning of public safety activities of the police, fire, EMS and/or other personnel of the LGE.

C. JOINT AGREEMENTS

- 10) The LGE will not charge TDEM for the use of the space under this Agreement, and TDEM will not make a claim for providing services under this Agreement to the LGE.
- 11) The employees of each of the Parties under this Agreement shall at all times continue to be employees of that Party, and there shall be no claim by either Party that any of their employees are considered to be borrowed servants working for the other Party. Each Party under this Agreement will be responsible for the acts and omissions of its own employees. An employee of either Party injured during the performance of their duties shall be provided benefits, if any, by the employing Party.
- 12) This Agreement shall be effective beginning January 1, 2023 and shall remain in effect until December 31, 2025; provided, however, that the term of this Agreement may not exceed ten (10) years.
- 13) Notwithstanding anything herein to the contrary, this Agreement shall remain in force at the pleasure of either Party; either Party may terminate this Agreement upon the issuance of a thirty-day notice to the other Party. The Parties may provide notice to the following addresses:

TDEM:

TDEM

Attn: Stacia Rivera, Facilities and Property Administrator
313 E Anderson Ln
Austin, Texas 78752
Phone: 512-696-7282
Email: stacia.rivera@tdem.texas.gov

LGE

Montague County Judge
Attn: Kevin Benton
Montague _____, Texas 76251
Phone: 940-894-2401
Email: co.judge@co.montague.tx.us

- 14) This is the entire agreement between the Parties; no oral representations made by either Party to this Agreement not reduced to writing herein shall be of any effect whatsoever.
- 15) This Agreement may be executed in multiple copies for the convenience of the Parties.

This Agreement has been approved by LGE and executed by its authorized signatory. TDEM has executed this Agreement in accordance with its governing regulations.

LGE:

Name: KEVIN L. BENTON
Title: COUNTY JUDGE
Date: _____

TEXAS DIVISION OF EMERGENCY MANAGEMENT:

W. Nim Kidd
Vice Chancellor for Disaster and Emergency Services and
Chief of the Texas Division of Emergency Management, TDEM
Date: _____

Appendix A

Name of Subdivision: Daniel Estate

Contact Person: Althea Davis

Phone Number: 841-4668
940-894-2

MONTAGUE COUNTY SUBDIVISION PLATTING CHECKLIST FIRST READING (PRELIMINARY)

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Name of proposed subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Name and address of Owner/subdivider/developer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Volume, page and reference names of adjoining owners.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Volume, page and reference land use of adjoining owners.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Master Development Plan (if subdivision is a portion of a larger tract).
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Location map.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Scale (not smaller than 1" =200'). <i>If parent tract is larger than 320 acres, scale may be 1" =1,000' w/proposed plat 1" =200'.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	North directional arrow.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Contour information – rivers, creeks, bluffs, etc. (no greater than 20' intervals)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Major topographic features.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Total acreage in subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Total number of lots in subdivision.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Typical lot dimensions.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Land use of lots, parks, greenbelts.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Total length of roads.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Width of right-of-way.

PRELIMINARY CHECKLIST
(continued)

- | | | | |
|-------------------------------------|--------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Special flood hazard areas/note. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Road maintenance requested (County/Home Owner's Assn.). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Approval by TxDOT or County for driveway entrance(s). |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Location of wells - water, gas, & oil, where applicable & unused capped statement. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Plat Application Fees paid. (receipt from County Treasurer required) |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | On-Site Sewage Facility Preliminary plan, Inspector's Approval |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Acknowledgement of Rural Addressing / Signage. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Water Availability Study. |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | Tax Certificates and rollback receipts if required. |
-

Signature of Reviewer

Date of Review

ADDITIONAL REQUIREMENTS:
ALL ITEMS ON THIS CHECKLIST MUST BE IN THE HANDS OF THE COUNTY
JUDGE'S OFFICE NO LESS THAN THIRTY (30) DAYS PRIOR TO THE
COMMISSIONERS COURT HEARING DATE.

Appendix B

MONTAGUE COUNTY SUBDIVISION PLATTING CHECKLIST SECOND READING (FINAL)

Subdivision name: Rhoades - Talk Road Subdivision

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All information required for preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lot and block numbers.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Street names, <i>must be pre-approved by 9-1-1 Coordinator.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Acreage of each lot or parcel.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Name and address of Surveyor/Engineer.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Location and size of drainage structures.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Location, size, and proposed use of easements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Incorporated City's Boundary/ETJ Note.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Servicing Utilities Note.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Certification from licensed professional engineer regarding utilities.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Restrictive covenants.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tax certificates and rollback receipts if required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Home Owner's Association Incorporation articles and by-laws (if applicable).
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction plans of roads and drainage improvements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Receipt showing payment of preliminary plat fees.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sign-off for TxDOT road access, if applicable.

Appendices:

FINAL CHECKLIST (continued)

Appendices:

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix C (1) – Certificate of Dedication by Owner/subdivider/developer (when owner/subdivider/developer is an individual)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix C (2) – Certificate of Dedication by Owner/subdivider/developer (when owner/subdivider/developer is a corporation)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix D – Certificate of Recording (if applicable)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix E – Water Supply Certificate
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix F – Certificate of Surveyor
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix G – Certificate of Engineer
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix H – Certificate of OSSF Inspector's Approval
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix I-Certificate of Road Maintenance (when roads are to be retained as private roads)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix J – Certificate of County Road Maintenance Disclaimer
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix K-Certificate of County Approval of Plat
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix L-Permit to Construct Driveway in County RoW
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix M-Lienholder's Acknowledgement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix N-Revision to Plat (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix O-Notice of Utility Installation in County RoW
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix P-Plans and Specifications for Cattleguard (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix Q-Cross Section Road Standards
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix R-Summary of Road Standards

FINAL CHECKLIST
(continued)

Appendices:

YES	NO	N/A
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Appendix S-Development Fees

Signature of Reviewer

Date of Review

ADDITIONAL REQUIREMENTS:
ALL ITEMS ON THIS CHECKLIST MUST BE IN THE HANDS OF THE COUNTY JUDGE'S
OFFICE NO LESS THAN THIRTY (30) DAYS PRIOR TO THE COMMISSIONERS COURT
HEARING DATE.

Appendix B

MONTAGUE COUNTY SUBDIVISION PLATTING CHECKLIST SECOND READING (FINAL)

Subdivision name: Kingdom Heights II

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	All information required for preliminary plat.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Lot and block numbers.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Street names, <i>must be pre-approved by 9-1-1 Coordinator.</i>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Acreage of each lot or parcel.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Name and address of Surveyor/Engineer.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Location and size of drainage structures.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Location, size, and proposed use of easements.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Incorporated City's Boundary/ETJ Note.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Servicing Utilities Note.
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Certification from licensed professional engineer regarding utilities.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Restrictive covenants.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Tax certificates and rollback receipts if required.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Home Owner's Association Incorporation articles and by-laws (if applicable).
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Construction plans of roads and drainage improvements.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Receipt showing payment of preliminary plat fees.
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sign-off for TxDOT road access, if applicable.

Appendices:

FINAL CHECKLIST (continued)

Appendices:

YES	NO	N/A	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix C (1) – Certificate of Dedication by Owner/subdivider/developer (when owner/subdivider/developer is an individual)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix C (2) – Certificate of Dedication by Owner/subdivider/developer (when owner/subdivider/developer is a corporation)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix D – Certificate of Recording (if applicable)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix E – Water Supply Certificate
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix F – Certificate of Surveyor
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix G – Certificate of Engineer
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix H – Certificate of OSSF Inspector's Approval
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix I-Certificate of Road Maintenance (when roads are to be retained as private roads)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix J – Certificate of County Road Maintenance Disclaimer
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix K-Certificate of County Approval of Plat
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix L-Permit to Construct Driveway in County RoW
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix M-Lienholder's Acknowledgement
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix N-Revision to Plat (if applicable)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appendix O-Notice of Utility Installation in County RoW
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix P-Plans and Specifications for Cattleguard (if applicable)
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix Q-Cross Section Road Standards
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	Appendix R-Summary of Road Standards

FINAL CHECKLIST
(continued)

Appendices:

YES NO N/A

☒ ☐ ☐

Appendix S-Development Fees



Signature of Reviewer

12-28-22

Date of Review

ADDITIONAL REQUIREMENTS:
ALL ITEMS ON THIS CHECKLIST MUST BE IN THE HANDS OF THE COUNTY
JUDGE'S OFFICE NO LESS THAN THIRTY (30) DAYS PRIOR TO THE
COMMISSIONERS COURT HEARING DATE.