



EDGIN, PARKMAN, FLEMING & FLEMING, PC

CERTIFIED PUBLIC ACCOUNTANTS

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MICHAEL D. EDGIN, CPA
DAVID L. PARKMAN, CPA
A. PAUL FLEMING, CPA
JOSHUA R. HARMAN, CPA

April 15, 2025

Judge Kevin Benton, County Commissioners
and Jennifer Essary, County Auditor
Montague County, Texas
P.O. Box 56
Montague, Texas 76251

We are pleased to confirm our understanding of the services we are to provide Montague County, Texas (County) for the year ended September 30, 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the County as of and for the year ended September 30, 2025, prepared on the modified cash basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economical, or historical context. As part of our engagement, we will apply certain limited procedures to the County's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Schedules
- 3) Schedule of Funding Progress – Texas County and District Retirement System
- 4) Combining Statements and Budgetary Comparisons

We have also been engaged to report on supplementary information other than RSI that accompanies the County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards

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The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on –

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and the Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations

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of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

Our audit of the financial statements does not relieve you of your responsibilities.

Audit Procedures - Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the County's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

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The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the County's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with the modified cash basis of accounting; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statements date or shortly thereafter. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees,

former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review at the completion of the audit fieldwork.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with the modified cash basis of accounting. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits or other engagements or studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Other Services

We will also update the County's depreciation schedule from the information provided by you, prepare the conversion of the County's fund-level financial statements to the government-wide basis from the information obtained during the audit and provided by you, and prepare the County's financial statements, schedule of expenditures of federal awards, and related notes in conformity with the modified cash basis of accounting and

the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes, and any other nonaudit services we may provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the County; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Edgin, Parkman, Fleming & Fleming, PC and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a grantor agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Edgin, Parkman, Fleming & Fleming, PC personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by a grantor agency or federal agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

Michael D. Edgin, CPA, is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our work in late March 2026 and to issue our report by the end of April 2026.

We estimate that our fee for this audit will be \$35,500. However, this fee excludes additional time required, if any, relative to the implementation of GASB 87 and GASB 96. Our invoices will be rendered as work progresses and are payable on presentation. This fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs.

If any dispute, controversy, or claim arises, either party may, upon written notice to the other party, request that the matter be mediated. Such mediation will be conducted by a mediator appointed by and pursuant to the Rules of the American Arbitration Association or such other neutral facilitator acceptable to both parties. Both parties will exert their best efforts to discuss with each other in good faith their respective positions in an attempt to finally resolve such dispute or controversy.

Each party may disclose any facts to the other party or to the mediator which it, in good faith, considers necessary to resolve the matter. All such discussions, however, will be for the purpose of assisting in settlement efforts and will not be admissible in any subsequent litigation against the disclosing party. Except as agreed by both parties, the mediator will keep confidential all information disclosed during negotiations. The mediator may not act as a witness for either party in any subsequent arbitration between the parties.

The mediation proceedings will conclude within sixty days from receipt of the written notice unless extended or terminated sooner by mutual consent. Each party will be responsible for its own expenses. The fees and expenses of the mediator, if any, will be borne equally by the parties.

If any dispute, controversy, or claim cannot be resolved by mediation, then the dispute, controversy, or claim will be settled by arbitration in accordance with the Rules of the American Arbitration Association (AAA) for the Resolution of Accounting Firm Disputes. No pre-hearing discovery will be permitted unless specifically authorized by the arbitration panel. The arbitration hearings will take place in the city closest to the place where this agreement was performed in which the AAA maintains an office, unless the parties agree to a different locale.

The award issued by the arbitration panel may be confirmed in a judgment by any federal or state court of competent jurisdiction. All reasonable costs of both parties, as determined by the arbitrators, including (1) the fees and expenses of the AAA and the arbitrators and (2) the costs, including reasonable attorneys' fees, necessary to confirm the award in court, will be borne entirely by the non-prevailing party (to be designated by the arbitration panel in the award) and may not be allocated between the parties by the arbitration panel.

Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that in the event of a dispute over fees charged by the accountant, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury and instead we are accepting the use of arbitration for resolution.

Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Judge and County Commissioners of Montague County, Texas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Judge Kevin Benton, County Commissioners
and Jennifer Essary, County Auditor
Montague County, Texas
April 15, 2025

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The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2021 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Montague County, Texas and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Respectfully submitted,

Edgin, Parkman, Fleming & Fleming, PC

EDGIN, PARKMAN, FLEMING & FLEMING, PC
Certified Public Accountants

RESPONSE:

This letter correctly sets forth the understanding of Montague County, Texas.

By: _____

Title: County Judge

Date: _____

By: _____

Title: County Auditor

Date: _____

BOLINGER, SEGARS, GILBERT & MOSS, L.L.P.

CERTIFIED PUBLIC ACCOUNTANTS

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8215 NASHVILLE AVENUE

LUBBOCK, TEXAS 79423-1954

Report on the Firm's System of Quality Control

May 25, 2022

To the Shareholders of
Edgin, Parkman, Fleming & Fleming, PC
and the Texas Society of CPA's Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Edgin, Parkman, Fleming & Fleming, PC (the firm) in effect for the year ended December 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under Government Auditing Standards, including a compliance audit under the Single Audit Act.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Edgin, Parkman, Fleming & Fleming, PC in effect for the year ended December 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Edgin, Parkman, Fleming & Fleming, PC has received a peer review rating of *pass*.

Bolinger, Segars, Gilbert & Moss LLP

Certified Public Accountants


APRIL 2025

Unclaimed Property Capital Credits for Counties

TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

FOR MORE INFORMATION, VISIT OUR WEBSITE AT
comptroller.texas.gov

FOR INFORMATION ON UNCLAIMED PROPERTY, SEE
comptroller.texas.gov/up



In conjunction with Local Government Code Section 381.004, Texas Property Code Section 74.602 authorizes the Texas Comptroller of Public Accounts (Comptroller's office) to allocate a portion of the unclaimed capital credits received from electric cooperatives back to the counties in the cooperatives' service area.

What are unclaimed capital credits?

Electric cooperatives that have lost contact with a previous customer sometimes report capital credits to the Comptroller's office as unclaimed property. Texas law allows counties to claim a portion of unclaimed capital credits originating from their county and use them for specific programs.

How are funds divided among counties?

- Electric cooperatives report unclaimed capital credits and the county of service from which they originated.
- Electric cooperatives must use the numeric Federal Information Processing Standard (FIPS) county code of the service address. This code must be entered in the country code field of the remittance report.
- A county may or may not receive funds in a given year.

Who qualifies?

- Any county can request a portion of these funds.
- The county must follow instructions in Local Government Code Section 381.004 to request funds.
- The commissioners court is the primary governing body and ultimate decision-making authority on the legitimacy of fund requests.

General uses of capital credits

The county commissioners court may use capital credits to develop and administer a program*:

- for state or local economic development.
- for small or disadvantaged business development.
- to stimulate, encourage and develop business location and commercial activity in the county.
- to promote or advertise the county and its vicinity or conduct a solicitation program to attract conventions, visitors and businesses.
- to improve the extent to which women and minority businesses are awarded county contracts.
- to support comprehensive literacy programs that benefit county residents.
- for the encouragement, promotion, improvement and application of the arts.
- to support a children's advocacy center.

* Review Local Government Code, Section 381.004 before starting a program.

**For questions on capital credits, contact our
Holder Education and Reporting section at
up.holder@cpa.texas.gov or 800-321-2274,
option 2.**

UNCLAIMED PROPERTY CAPITAL CREDITS FOR COUNTIES

How to request capital credits

The county judge and/or commissioners court must complete and submit the **form below**.

- The form must be signed by a representative of the commissioners court or the county judge.
- The form must include the complete name, address and federal tax identification number of the commissioners court. Funds will be paid directly to the court.

COUNTY REQUEST FOR CAPITAL CREDITS

County Name MONTAGUE COUNTY County FEIN 17560010781
Authorized by ☐ Judge ☒ Commissioners Court
Name of County Judge KEVIN L. BENTON Approved Date 04/28/2025

SEND THE REQUESTED FUNDS TO:

Address P.O. BOX 475 City MONTAGUE State TX ZIP 76251

I acknowledge that the purpose of the funds complies with provisions of Texas Local Government Code Section 381.004.

Name (printed) KEVIN L. BENTON Title COUNTY JUDGE
Signature _____ Date 04/28/2025
Email arichardson@co.montague.tx.us Phone 940-894-2401

Submit signed and completed form by either mail, email or fax by July 31, 2025.

Mail Texas Comptroller of Public Accounts
Unclaimed Property Division
Holder Education and Reporting section
P.O. Box 12019
Austin, Texas 78711-2019
Email up.holder@cpa.texas.gov
Fax 512-463-3569

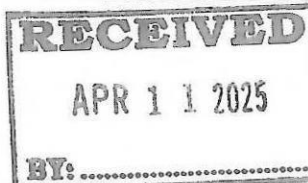
FOR COMPTROLLER'S USE ONLY: We are authorized to release ____% of the total amount available to your county. We will send a \$_____ payment to the address provided above. By requesting funds, you have certified that they will be used in compliance with the provisions of Texas Local Government Code Section 381.004.

Comptroller's Representative _____ Date _____

This publication is intended as a general guide and not as a comprehensive resource on the subjects covered.

It is not a substitute for legal advice.

In compliance with the Americans with Disabilities Act, this document may be requested in alternative formats by calling 800-252-1382, or by sending a fax to 512-475-0900.

Application for Tax Refund of Overpayments
or Erroneous Payments

MONTAGUE COUNTY TAX OFFICE

940-894-3601

Collection Office Name

Phone (area code and number)

PO BOX 8 MONTAGUE, TX 76251

Address

City

State

Zip Code

Collecting Tax For (taxing units)

GENERAL INSTRUCTIONS: This application is for use in requesting a tax refund pursuant to Tax Code Section 31.11 and Comptroller Rule 9.3039. To apply for a tax refund, the taxpayer or representative must complete Steps 1 through 4 of this application. The refund check will be made payable to the taxpayer and mailed to the taxpayer address provided below.

FILING INSTRUCTIONS: This document and all supporting documentation must be filed with the tax collector of the taxing unit for which you are requesting a refund. Do not file this document with the Texas Comptroller of Public Accounts. A directory with contact information for county tax offices may be found on the Comptroller's website.

STEP 1: Ownership Information

BOWMAN 2021 IRREVOCABLE TRUST

Name of Property Owner

512-507-8866

Phone (area code and number)

11503 SHOREVIEW OVERLOOK

AUSTIN, TX 78733

Mailing Address

City

State

Zip Code

STEP 2: Property Information

R10070/20407.0024.0000.0125

Appraisal District Account Number

OR

Tax Receipt Number

LEGAL: AB 407, BLK 24, KAUFMAN CSL ACRES: 0.480

Location (Street Address)

City

State

Zip Code

1886 WEAVER RD

Legal Description (or attach copy of the tax bill or tax receipt)

STEP 3: Tax Payment Information

Name of taxing unit from which refund is requested	Year for which refund is requested	Date of the tax payment	Amount of tax paid	Amount of tax refund requested
1. MONTAGUE COUNTY	2024	3/13/25	\$ 22,208.42	\$ 20,000
2.			\$	\$
3.			\$	\$
4.			\$	\$
5.			\$	\$

Property Owner's Reason for Refund (attach supporting documentation)

OVERPAYMENT

STEP 4: Signature

"I hereby apply for the refund of the above described taxes and certify that the information I have given on this form is true and correct."

print
here

Print Name

Brett T. Bowman

sign
here

Authorized Signature

Brett T. Bowman

Date

4/4/25

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code §37.10.

FOR COLLECTOR USE ONLY

STEP 5: Tax Refund Determination

This tax refund is ☐ Approved ☐ Disapproved

print
here

Print Name and Title

sign
here

Authorized Officer

Date

print
here

Print Name and Title

Kathy Phillips

sign
here

Collector(s) or Taxing Unit(s) for Refund Applications Over (insert amount for which governing body approval is required under Tax Code Section 31.11)

Kathy Phillips

Date

4-22-25

If the collector does not respond to this application on or before the 90th day after the date the application form is filed with the collector, this application is presumed to have been denied. The taxpayer may file suit against the taxing unit in the district court to compel payment of the refund if it is filed not later than the 60th date after the collector denies the application.

Receipt # 1008553
Operator ANGIE
Posting Date 3/13/2025
Pay Batch ANGIE(24290)

MONTAGUE COUNTY TAX OFFICE
DUPLICATE RECEIPT

Page 1 of 1

Receipt Date 3/13/2025

MONTAGUE COUNTY TAX OFFICE
P.O. BOX 8
MONTAGUE, TX 76251
PHONE: 940-894-3601
EMAIL: TAC@CO.MONTAGUE.TX.US

Tendered Detail	Amount
Check received (Ck# 888111)	22,208.42
	0.00

Transaction Summary	Amount
Total Amount Due	2,208.42
Total Receipted Amount	22,208.42

PAID BY BOWMAN 2021 IRREVOCABLE TRUST
11503 SHOREVIEW OVERLOOK
AUSTIN, TX 78733

AMOUNT PAID IN FULL

* Compute Date: 2/3/2025

Property Owner as of Payment

BOWMAN 2021 IRREVOCABLE TRUST

Identification	Legal Information
PROP ID: R000010070 GEO ID: 20407.0024.0000.0125	LEGAL: AB 407, BLK 24, KAUFMAN CSL ACRES: 0.480 SITUS: 1886 WEAVER RD

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2024	FW-FARMERS CREEK	121,010	0.0116	14.04	0.98	0.00	0.00	0.00	15.02
2024	MG-MONTAGUE COUNTY	121,010	0.4961	600.33	42.02	0.00	0.00	0.00	642.35
2024	NH-NOCONA HOSPITAL DIST	121,010	0.1667	201.72	14.12	0.00	0.00	0.00	215.84
2024	NO-NOCONA ISD	121,010	1.0312	1,247.86	87.35	0.00	0.00	0.00	1,335.21
			1.7056	2,063.95	144.47	0.00	0.00	0.00	2,208.42

Quick Link:



Total Paid 2,208.42

Receipt # 1008553
Operator ANGIE
Posting Dt 3/13/2025
Pay Batch ANGIE(24290)

MONTAGUE COUNTY TAX OFFICE
DUPLICATE RECEIPT

Page 1 of 1

Receipt Date 3/13/2025

MONTAGUE COUNTY TAX OFFICE
P.O. BOX 8
MONTAGUE, TX 76251
PHONE: 940-894-3601
EMAIL: TAC@CO.MONTAGUE.TX.US

Tendered Detail	Amount
Check received (Ck# 888111)	22,208.42
	0.00

Transaction Summary	Amount
Total Amount Due	2,208.42
Total Tendered Amount	22,208.42

Paid By **BOWMAN 2021 IRREVOCABLE TRUST**
11503 SHOREVIEW OVERLOOK
AUSTIN, TX 78733

Miscellaneous Fees

ID: R000010070 / GEOID: 20407.0024.0000.0125

Code	Description	Quantity	Cost	Amount Paid
OVERAGE	PROPERTY TAX OVERAGE PAYMENT	1	20000.00	20,000.00

Total Paid 20,000.00

Sec. 33.011. WAIVER OF PENALTIES AND INTEREST. (a) The governing body of a taxing unit:

(1) shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the date the taxpayer knows or should know of the delinquency

PENALTY & INTEREST IF PAID AFTER JANUARY 31ST

FEB	MAR	* APR	MAY	JUN	JUL
07%	09%	11%	13%	15%	18%

* IF NOT PAID PRIOR TO APRIL 1ST, ADDITIONAL
20% ATTORNEY FEE MAY APPLY

PHONE: 940-894-3601

EMAIL: TAC@CO.MONTAGUE.TX.US

*ADD'L FEES MAY INCLUDE, BUT ARE NOT LIMITED TO: LATE FILING,
PENALTIES, INTERESTS, ATTORNEY, OR ANY APPLICABLE COST OR FEE

PUMPED EQUIPMENT LLC PP
C/O: ANNE DOYLE, CPA
585 N DAIRY ASHFORD RD STE 725
HOUSTON, TX 77079

IF PAID IN	*ADDN FEES	AMOUNT DUE
MAR OF 2025	5,508.32	66,711.94
APR OF 2025	20,319.59	81,523.21
MAY OF 2025	21,788.51	82,992.13
JUN OF 2025	23,257.35	84,460.97
JUL OF 2025	25,460.68	86,664.30
AUG OF 2025	26,195.12	87,398.74



SN191962

3/1/2025 OFFICE USE ONLY

PROPERTY IDENTIFICATION (1)		LEGAL DESCRIPTION				VALUATION		SUMMARY	
PROP ID: N000191962		FURNITURE & FIXTURES - 2022				PERSONAL		23,100	APPRAISED
GEOID: M0990.0200.0073.2552									ASSESSED
								23,100	
YEAR	TAXING ENTITIES	EXEMPTIONS	TAXABLE	TAX RATE	TAX AMT	TAX DUE	*ADDN FEES	TOTAL DUE	
2024	MG MONTAGUE COUNTY	0	23,100	.496100	114.60	114.60	10.31	124.91	
						\$114.60	\$10.31	\$124.91	

For real property, by tax unit, the current tax year and each preceding five tax years: (a) appraised and taxable value (b) total tax rate (c) amount of taxes imposed (d) difference expressed as pct increase or decrease

ENTITY	CHANGES	SYR	APPR	TXBL	RATE	TAX	CHANGES	1YR	TAX								
MG			N/A	N/A	N/A	N/A			N/A								
		2019 APPRAISED VALUE		N/A	2020 APPRAISED VALUE		N/A	2021 APPRAISED VALUE		N/A	2022 APPRAISED VALUE		N/A	2023 APPRAISED VALUE		N/A	
ENTITY	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG	
MG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

PROPERTY IDENTIFICATION (2)		LEGAL DESCRIPTION				VALUATION		SUMMARY	
PROP ID: N000191966		FURNITURE & FIXTURES - 2023				PERSONAL		110,850	APPRAISED
GEOID: M0990.0205.0073.2552									ASSESSED
								110,850	
YEAR	TAXING ENTITIES	EXEMPTIONS	TAXABLE	TAX RATE	TAX AMT	TAX DUE	*ADDN FEES	TOTAL DUE	
2024	MG MONTAGUE COUNTY	0	110,850	.496100	549.93	549.93	49.49	599.42	
						\$549.93	\$49.49	\$599.42	

For real property, by tax unit, the current tax year and each preceding five tax years: (a) appraised and taxable value (b) total tax rate (c) amount of taxes imposed (d) difference expressed as pct increase or decrease

ENTITY	CHANGES	SYR	APPR	TXBL	RATE	TAX	CHANGES	1YR	TAX								
MG			N/A	N/A	N/A	N/A			N/A								
		2019 APPRAISED VALUE		N/A	2020 APPRAISED VALUE		N/A	2021 APPRAISED VALUE		N/A	2022 APPRAISED VALUE		N/A	2023 APPRAISED VALUE		N/A	
ENTITY	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG	
MG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

PROPERTY IDENTIFICATION (3)		LEGAL DESCRIPTION				VALUATION		SUMMARY	
PROP ID: N000191976		COMPUTER EQUIP - 2023				PERSONAL		4,990	APPRAISED
GEOID: M0990.0250.0073.2552									ASSESSED
								4,990	
YEAR	TAXING ENTITIES	EXEMPTIONS	TAXABLE	TAX RATE	TAX AMT	TAX DUE	*ADDN FEES	TOTAL DUE	
2024	MG MONTAGUE COUNTY	0	4,990	.496100	24.76	24.76	2.23	26.99	
						\$24.76	\$2.23	\$26.99	

For real property, by tax unit, the current tax year and each preceding five tax years: (a) appraised and taxable value (b) total tax rate (c) amount of taxes imposed (d) difference expressed as pct increase or decrease

ENTITY	CHANGES	SYR	APPR	TXBL	RATE	TAX	CHANGES	1YR	TAX								
MG			N/A	N/A	N/A	N/A			N/A								
		2019 APPRAISED VALUE		N/A	2020 APPRAISED VALUE		N/A	2021 APPRAISED VALUE		N/A	2022 APPRAISED VALUE		N/A	2023 APPRAISED VALUE		N/A	
ENTITY	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG	
MG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

PROPERTY IDENTIFICATION (4)		LEGAL DESCRIPTION				VALUATION		SUMMARY	
PROP ID: N000191999		MACHINERY & EQUIPMENT - 2020				PERSONAL		192,070	APPRAISED
GEOID: M0990.0300.0073.2552									ASSESSED
								192,070	
YEAR	TAXING ENTITIES	EXEMPTIONS	TAXABLE	TAX RATE	TAX AMT	TAX DUE	*ADDN FEES	TOTAL DUE	
2024	MG MONTAGUE COUNTY	0	192,070	.496100	952.86	952.86	85.76	1,038.62	
						\$952.86	\$85.76	\$1,038.62	

For real property, by tax unit, the current tax year and each preceding five tax years: (a) appraised and taxable value (b) total tax rate (c) amount of taxes imposed (d) difference expressed as pct increase or decrease

ENTITY	CHANGES	SYR	APPR	TXBL	RATE	TAX	CHANGES	1YR	TAX								
MG			N/A	N/A	N/A	N/A			N/A								
		2019 APPRAISED VALUE		N/A	2020 APPRAISED VALUE		N/A	2021 APPRAISED VALUE		N/A	2022 APPRAISED VALUE		N/A	2023 APPRAISED VALUE		N/A	
ENTITY	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG	TAXABLE	RATE	TAX	%CHG	
MG	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Receipt # 1008963
Operator ANGIE
Posting Date 3/31/2025
Pay Batch ANGIE(24356)

MONTAGUE COUNTY TAX OFFICE

Page 1 of 5

DUPLICATE RECEIPT

Receipt Date 3/31/2025

MONTAGUE COUNTY TAX OFFICE
P.O. BOX 8
MONTAGUE, TX 76251
PHONE: 940-894-3601
EMAIL: TAC@CO.MONTAGUE.TX.US

Payment Notation
PAYING ONLY THE BASE AMOUNT NO P & I

Tendered Detail	Amount
Check received (Ck# 1166)	61,203.62 0.00

Transaction Summary	Amount
Total Amount Due	61,203.62
Total Receipted Amount	61,203.62

PAID BY **PUMPED EQUIPMENT LLC** PP
1544 SAWDUST RD STE 301
THE WOODLANDS, TX 77380

AMOUNT PAID IN FULL

* Compute Date: 3/31/2025

Property Owner as of Payment

PUMPED EQUIPMENT LLC PP

Identification	Legal Information
PROP ID: N000191962 GEO ID: M0990.0200.0073.2552	LEGAL: FURNITURE & FIXTURES - 2022

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2024	MG-MONTAGUE COUNTY	23,100	0.4961	114.60	0.00	0.00	0.00	0.00	114.60
			0.4961	114.60	0.00	0.00	0.00	0.00	114.60

Quick Link:



Total Paid 114.60

Property Owner as of Payment

PUMPED EQUIPMENT LLC PP

Identification	Legal Information
PROP ID: N000191966 GEO ID: M0990.0205.0073.2552	LEGAL: FURNITURE & FIXTURES - 2023

Year	Taxing Entities	Taxable Value	Tax Rate Per \$100	Base Tax Paid	P & I	Atty Fees	Late Fees	+/-	Total Paid
2024	MG-MONTAGUE COUNTY	110,850	0.4961	549.93	0.00	0.00	0.00	0.00	549.93
			0.4961	549.93	0.00	0.00	0.00	0.00	549.93

Quick Link:



Total Paid 549.93

**DISASTER DECLARATION
DECLARATION OF DISASTER**

WHEREAS, the County of Montague has suffered widespread or severe damage, injury, or loss of life or property or there is imminent threat of same resulting from torrential rainfall, flooding, and severe weather conditions; and

WHEREAS, the Montague County Commissioners Court has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property,

NOW, THEREFORE, BE IT PROCLAIMED BY THE COMMISSIONERS COURT OF MONTAGUE COUNTY:

That a local state of disaster is hereby declared for Montague County pursuant to §418.108(b) of the *Texas Government Code*.

Pursuant to §418.108(c) of the *Texas Government Code*, this declaration of a local state of disaster shall be given prompt and general publicity and shall be filed promptly with the Montague County Clerk.

Pursuant to §418.108(d) of the *Texas Government Code*, this declaration of a local state of disaster activates the Montague County emergency management plan.

That this proclamation shall take effect immediately from and after its issuance.

ORDERED this 28th day of April, 2025.

Kevin L. Benton, County Judge

Roy Darden, Pct. #1

Mike Mayfield, Pct. #2

Mark Murphey, Pct. #3

Bob Langford, Pct. #4



Waste Connections Lone Star, Inc.
P.O. Box 819, Iowa Park, Texas 76367
P:(940) 592-5050 F:(940) 592-5115

CUSTOMER SERVICE AGREEMENT
#01622198

SERVICE LOCATION

Customer Name	MONTAGUE COUNTY ANIMAL SHELTER
Address	704 FM 455
City, State, Zip	MONTAGUE, TX, 76251
Contact	KEVIN BENTON
Phone	(940) 531-0380
Email	langfordmctx@gmail.com

BILLING INFORMATION

Customer Name	MONTAGUE COUNTY ANIMAL SHELTER
Address	PO BOX 186
City, State, Zip	MONTAGUE, TX, 76251
Contact	BOB LANGFORD
Phone	(940) 531-0380
Email	langfordmctx@gmail.com

SERVICES AND RATES

Effective Date: 5/12/2025

Type	Quantity	Bin Size	Service Frequency	Service Type	Price
Recurring	1.00	2 Yard	1XW	2 YD 1X WK 1	\$118.00
Recurring	1.00		1XM	ADMINISTRATIVE FEECOM	\$6.00

PAYMENT TERMS

The undersigned individual signing this Agreement on behalf of Customer acknowledges that he or she has read and understands the terms and conditions of this Agreement and that he or she has the authority to sign the Agreement on behalf of the Customer. **TERMS: NET 10 DAYS.** State and local taxes, government franchise fees (if applicable), administrative fees, fuel surcharges and environmental fees also apply. Container relocation, container removal and seasonal restarts will be provided at additional costs.

The service agreement is for 60 months and the renewal period is for 60 months.

CUSTOMER

Authorized Signature	
Printed Name	
Title	Date (MM/DD/YYYY) 04/28/2025

REPRESENTATIVE

Susan Pulley Customer Service Representative Waste Connections Lone Star, Inc.	
P: (940) 592-5050 @: susan.pulley@wasteconnections.com	

ARTICLE I SERVICES RENDERED

Customer grants to Contractor the exclusive right to collect and dispose of all of Customer's Waste Materials (as defined below) and agrees to make payments to Contractor as described herein, and Contractor agrees to furnish the services and equipment specified above, all in accordance with the terms of this Agreement.

ARTICLE II TERM

THE INITIAL TERM (THE "INITIAL TERM") OF THIS AGREEMENT IS 60 MONTHS FROM THE EFFECTIVE SERVICE DATE SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, WHICH IS THE DATE CONTRACTOR'S EQUIPMENT IS DELIVERED TO CUSTOMER'S LOCATION OR SERVICE UNDER THIS AGREEMENT COMMENCES, WHICHEVER IS EARLIER. THIS AGREEMENT SHALL AUTOMATICALLY RENEW FOR SUCCESSIVE 60 MONTHS TERMS (EACH A "RENEWAL TERM" AND TOGETHER WITH THE INITIAL TERM, THE "TERM") THEREAFTER UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF TERMINATION BY U.S. CERTIFIED OR REGISTERED MAIL, POSTAGE PRE-PAID AND RETURN RECEIPT REQUESTED, TO THE OTHER PARTY AT LEAST NINETY (90) DAYS, BUT NOT MORE THAN ONE HUNDRED TWENTY (120) DAYS, PRIOR TO THE EXPIRATION OF THE INITIAL TERM OR ANY RENEWAL TERM. ANY SUCH NOTICE SHALL BE SENT TO THE OTHER PARTY'S ADDRESS SET FORTH ON THE FIRST PAGE OF THIS AGREEMENT, OR ANY CHANGE OF ADDRESS COMMUNICATED IN WRITING BY THE OTHER PARTY DURING THE TERM OF THE AGREEMENT. A RENEWAL TERM SHALL BECOME EFFECTIVE (THEREBY EXTENDING THE THEN-CURRENT TERM) UPON EITHER PARTY'S FAILURE TO GIVE NOTICE OF TERMINATION WITHIN THE TIME PERIOD SET FORTH ABOVE. NOTWITHSTANDING THE FOREGOING, CUSTOMER AGREES THAT IT SHALL NOT PROVIDE ANY SUCH NOTICE OF TERMINATION IF CONTRACTOR MEETS COMPETITIVE OFFERS MADE BY THIRD PARTIES IN WRITING FOR SIMILAR SERVICES AFTER CONTRACTOR'S REVIEW THEREOF PURSUANT TO ARTICLE XIII BELOW.

ARTICLE III WASTE MATERIALS

The waste materials to be collected and disposed of by Contractor pursuant to this Agreement consist of all solid waste (including recyclable materials) generated or collected by Customer at the locations specified on the first page of this Agreement (the "Waste Materials"); provided, however, that the term Waste Materials specifically excludes and Customer agrees not to deposit in Contractor's equipment or place for collection by Contractor any radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, toxic or hazardous material as defined by applicable federal, state or local laws or regulations ("Excluded Waste"). Customer agrees to comply with any description of and/or procedures with respect to removal of contaminants or preparation of recyclable materials as reasonably provided by Contractor. In the event that any recyclable materials furnished to Contractor by Customer are, due to presence of contaminants, rejected by a recycling facility or otherwise are determined by Contractor not to be resalable or to have a reduced resale value, Contractor may, in addition to its other remedies, require Customer to pay Contractor, as liquidated damages and not as a penalty, the charges incurred by Contractor (plus overhead and profit) for hauling, processing and/or disposal of such materials and for the reduction in resale value of such materials. Contractor shall deliver properly prepared recyclable materials furnished to Contractor by Customer to a recycling facility owned and/or operated by Contractor or an affiliate of Contractor or a third party that Contractor understands will recycle the materials ("Third Party Facility"); provided, however, that Contractor shall not be responsible for and has not made any representation to Customer regarding the ultimate recycling of such recyclable materials by a Third Party Facility.

ARTICLE IV TITLE

Contractor shall acquire title to the Waste Materials when they are loaded into Contractor's truck. Title to and liability for any Excluded Waste shall remain with Customer. Customer expressly agrees to defend, indemnify and hold harmless Contractor from and against any and all damages, penalties, fines, liabilities and costs (including reasonable attorneys' fees) resulting from or arising out of the deposit of Excluded Waste in Contractor's trucks, containers or other equipment.

ARTICLE V PAYMENTS

Customer agrees to pay Contractor on a monthly basis for the services and/or equipment furnished by Contractor in accordance with the rates, charges and fees provided for herein ("Charges"). Contractor, in its sole and absolute discretion, may agree to participate in a vendor compliance management or billing system of Customer's choosing, provided that Customer pays or refunds Contractor for all fees associated with Contractor's use of such system. For certainty, if Contractor is found to be out of compliance under any such system, such noncompliance shall not constitute a breach by Contractor of this Agreement, which shall remain valid, enforceable and binding on the parties hereto. Payments shall be made by Customer to Contractor within the period of time set forth on the first page of this Agreement. Contractor may impose and Customer agrees to pay a late fee as determined by Contractor for all past due payments, and interest on all past due payments at the rate of one and one-half percent (1½%) per month, provided that no such late fee or interest charge shall exceed the maximum rate allowed therefor by applicable law. Any dispute or claim against Contractor concerning any amount invoiced by Contractor must be asserted by Customer in writing to Contractor at the address set forth on the first page of this Agreement not later than one hundred eighty (180) days following the event or circumstance giving rise to the underlying dispute or claim; the failure to abide by such time requirement shall constitute a release and waiver by Customer of any rights in respect of, and shall constitute a bar on, any claims or requests for relief by Customer on the basis of such dispute or claim. Customer will pay Contractor a standard recycling services and equipment charge set forth herein (irrespective of changing commodity values). Customer shall continue to provide, and Contractor shall continue to collect, recyclable materials from Customer in accordance with the terms of this Agreement for the Term hereof notwithstanding changing commodity values.

ARTICLE VI RATE ADJUSTMENTS

Customer agrees that the Charges shall be increased from time to time to adjust for increases in the Consumer Price Index. Because disposal, fuel, materials and operations costs constitute a significant portion of the cost of Contractor's services provided hereunder, Customer agrees that Contractor may increase the Charges to account for any increase in such costs or any increases in transportation costs due to changes in location of the disposal facility. Customer agrees that Contractor may also increase the Charges to account for increases in the average weight per container yard of Customer's Waste Materials, increases in Contractor's costs due to changes in local, state or federal rules, ordinances or regulations applicable to Contractor's operations or the services provided hereunder, increases in taxes, fees or other governmental charges assessed against or passed through to Contractor (other than income or real property taxes), and changes in the values associated with recyclable materials. Contractor may increase Charges for reasons other than those set forth above with the consent of Customer. Such consent may be evidenced orally, in writing or by the practices and actions of the parties. In the event Contractor adjusts the Charges as provided in this Article, the parties agree that this Agreement as so adjusted will continue in full force and effect. Customer acknowledges and agrees that adjustments to the Charges might not be directly associated with increased costs of servicing Customer's specific account; rather, adjustments to the Charges might be based upon overall costs and expenses incurred by Contractor on a regional or national basis.

ARTICLE VII SERVICE CHANGES AND AMENDMENTS

Changes to the type, size and amount of equipment, the type or frequency of service, and corresponding adjustments to the rates, may be made by agreement of the parties, evidenced orally, in writing or by the practices and actions of the parties, without affecting the validity of this Agreement and this Agreement shall be deemed amended accordingly. This Agreement shall continue in effect for the Term provided herein and shall not be affected by any changes in Customer's service address if any new service address is located within Contractor's service area. Should Customer change its service address to a location outside Contractor's service area, Customer may cancel the Agreement upon thirty (30) days' written notice to Contractor. Any other amendment to this Agreement not otherwise expressly provided for herein shall be made in writing and signed by both parties.

ARTICLE VIII RESPONSIBILITY FOR EQUIPMENT

Any equipment furnished hereunder by Contractor shall remain the property of Contractor; however, Customer acknowledges that it has care, custody and control of the equipment while at Customer's location and accepts responsibility for all loss or damage to the equipment (except for normal wear and tear or for loss or damage resulting from Contractor's handling of the equipment) and for its contents. Customer shall not overload (by weight or volume), move, alter or install any devices on the equipment, and shall not manually or mechanically compact any materials inside the equipment, except inside compactor receiver boxes specially designed for such purpose, and shall not allow any third party to take any such actions. Customer shall pay additional charges each time that a container is overloaded (by weight or volume). Customer shall use the equipment only for its proper and intended purpose. Customer agrees to indemnify, defend and hold harmless Contractor, its employees and agents against all claims, damages, suits, penalties, fines, liabilities and costs (including reasonable attorneys' fees) for injury or death to persons or loss or damage to property arising out of Customer's use, operation or possession of the equipment. Customer agrees to provide unobstructed access to the equipment on the scheduled collection day. If the equipment is inaccessible so that the regularly scheduled pick-up cannot be made, Contractor will promptly notify Customer and afford Customer a reasonable opportunity to provide the required access; however, Contractor reserves the right to charge an additional fee for such inaccessibility and/or delay or any additional collection service required by Customer's failure to provide such access. The word "equipment" as used in this Agreement shall mean all containers used for the storage of Waste Materials, and any other on-site devices provided by Contractor.

ARTICLE IX DAMAGE TO PAVEMENT

Customer warrants that Customer's pavement, curbing or other driving surface or any right of way reasonably necessary for Contractor to provide the services described herein are sufficient to bear the weight of all of Contractor's equipment and vehicles reasonably required to perform such services. Contractor will not be responsible for damage to any such pavement, curbing, driving surface or right of way, and Customer agrees to assume all liabilities for any such damage, which results from the weight of Contractor's vehicles providing service at Customer's location.

ARTICLE X EARLY TERMINATION; LIQUIDATED DAMAGES

In the event Customer requests termination of this Agreement prior to the expiration of its Term other than as a result of an uncured breach by Contractor or if Contractor terminates this Agreement for Customer's breach (including nonpayment) (any such instance is referred to herein as an "Early Termination"), then, in addition to such other damages as may be sustained by Contractor, Customer agrees to pay to Contractor all past due sums plus, as liquidated damages, a sum calculated as follows: (a) if the remaining Term under this Agreement is six (6) or more months, the average of Customer's most recent six (6) monthly charges multiplied by six (6); or (b) if the remaining Term under this Agreement is less than six (6) months, the average of Customer's most recent six (6) monthly charges multiplied by the number of months remaining in the Term; or (c) if the Term has not yet run for six (6) months, then (a) and (b) shall not apply and the liquidated damages shall be the monthly Charges specified in this Agreement multiplied by six (6). Notwithstanding the foregoing, if Customer suspended Contractor's collection services or reduced the frequency of Contractor's collection services by 50% or greater during the most recent six (6) month period, then Contractor may calculate liquidated damages using the average of Customer's six (6) monthly charges prior to the suspension or reduction in services, instead of Customer's most recent six (6) monthly charges. Customer expressly acknowledges that in the event of an Early Termination of this Agreement, the anticipated loss to Contractor in such event is estimated to be the amount set forth in the foregoing liquidated damages provision and such estimated value is reasonable and is not imposed as a penalty. The parties stipulate and agree that the liquidated damages set forth in this Article will compensate Contractor for the loss of revenue attributable to the Early Termination of this Agreement, but the payment of these liquidated damages shall not in any way limit Contractor's rights and remedies relating to a breach of any other provision(s) of this Agreement. If Contractor purchased or leased equipment specifically for Customer's use (e.g., compactor, etc.), then, upon an Early Termination, the Customer shall owe Contractor separate damages relating to Contractor's purchase or lease of such equipment, in addition to the liquidated damages described herein.

Customer acknowledges and agrees that any request for termination of this Agreement prior to expiration of the Term requires an unscheduled collection of Contractor's equipment, which may take up to thirty (30) days to complete after Contractor receives from Customer: (a) a written request to terminate this Agreement; and (b) full payment of all liquidated damages and past due amounts owed by Customer to Contractor. Customer agrees that it shall not move or allow any third party to move Contractor's equipment during the thirty (30) day period and any time prior thereto, within which Contractor has the sole and exclusive right to service and remove its equipment from Customer's service location, and hereby grants Contractor an irrevocable right and license to allow its equipment to remain on Customer's service location for such thirty (30) day period and all times prior thereto. This Article shall survive the termination or expiration of this Agreement.

ARTICLE XI BREACH, SUSPENSION AND TERMINATION FOR CAUSE

If during the Term of this Agreement either party shall be in breach of any provision of this Agreement, the other party may suspend its performance hereunder until such breach has been cured or terminate this Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the breaching party and the breaching party has failed to cure such breach within ten (10) days after its receipt of such notice. Upon any such failure to cure, the complaining party may terminate this Agreement by giving the breaching party written notice of such termination, which shall become effective upon receipt of such notice.

ARTICLE XII ASSIGNMENT

Without the prior written consent of Contractor, which may be withheld in Contractor's sole and absolute discretion, Customer shall not take any one or more of the following actions: (a) assign or transfer this Agreement or any of its rights, or delegate any of its duties or obligations under this Agreement, whether voluntarily, by merger or operation of law, or otherwise; (b) appoint any third party agent (including without limitation any management company or broker) to exercise any rights, responsibilities, or take any action under this Agreement; or (c) request a change in Customer's billing address to any third party. Any violation of this Article by Customer shall constitute a breach of this Agreement for which Contractor may, in its sole and absolute discretion, seek damages and/or specific performance, including injunctive relief, without the requirement of establishing irreparable injury.

ARTICLE XIII OPPORTUNITY TO PROVIDE ADDITIONAL SERVICES; RIGHT OF FIRST REFUSAL

Contractor values the opportunity to meet all of Customer's Waste Materials collection, disposal and recycling needs. Customer will provide Contractor the opportunity to meet those needs and to provide, on a competitive basis, any additional Waste Materials collection, disposal and recycling services during the Term of this Agreement. Customer also grants Contractor a right of first refusal to match any offer Customer receives (or makes) related to the provision of services to Customer similar to those covered hereunder upon expiration or termination of this Agreement for any reason, and Customer shall give Contractor prompt written notice of any such offer and a reasonable opportunity (but in any event at least five (5) business days from receipt of such notice) to match any such offer. In the event that Contractor matches such an offer, the parties hereto shall thereafter be bound by the terms of such offer. If Customer fails to comply with these right of first refusal provisions in any instance, then Customer shall pay to Contractor all resulting damages incurred by Contractor, including, without limitation, lost profits.

ARTICLE XIV EXCUSED PERFORMANCE

Except for the payment of amounts owed hereunder, neither party hereto shall be liable for its failure to perform or delay in its performance hereunder due to contingencies beyond its reasonable control including, but not limited to, strikes, riots, compliance with laws or governmental orders, inability to access a container, fires, inclement weather and acts of God, and such failure shall not constitute a breach under this Agreement. For the avoidance of doubt, however, a law or government order, ordinance or award establishing an exclusive franchise or similar right for a service provider in Contractor's service area shall not excuse Customer's performance hereunder.

ARTICLE XV BINDING EFFECT

This Agreement is a legally binding contract on the part of Contractor and Customer and their respective heirs, successors and permitted assigns, in accordance with the terms and conditions set out herein.

**ARTICLE XVI
ATTORNEYS' FEES**

In the event Customer fails to pay Contractor all amounts which become due under this Agreement (including any liquidated damages, late fees and interest assessed thereon), or fails to perform its obligations hereunder, and Contractor refers such matter to an attorney, Customer agrees to pay, in addition to all past due sums, any and all costs incurred by Contractor as a result of such action, including, to the extent permitted by law, reasonable attorneys' fees.

**ARTICLE XVII
ENTIRE AGREEMENT; GOVERNING LAW; SEVERABILITY; SURVIVAL**

This Agreement represents the entire understanding and agreement between the parties hereto concerning the matters described herein and supersedes any and all prior or contemporaneous agreements, whether written or oral, that may exist between the parties regarding the same. This Agreement shall be governed by the laws of the State in which Customer's service locations listed on the first page of this Agreement are situated, without regard to conflicts of law provisions, except that the agreement to arbitrate in Article XVIII shall be governed by the Federal Arbitration Act (9 U.S.C. sections 1 et seq.). If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and the invalid, illegal, or unenforceable provision shall be modified only to the extent necessary to make it enforceable. All agreements, representations, warranties and acknowledgments of Customer shall survive any termination or expiration of this Agreement, including, without limitation, those set forth in Articles III, IV, V, VIII, IX, X, XII, XIII, XVI and XVIII.

**ARTICLE XVIII
BINDING ARBITRATION AND CLASS ACTION WAIVER**

Except for Excluded Claims (as defined below), any disputes, controversies or claims arising out of or relating to this Agreement or any prior agreement between the parties hereto, the breach of such agreement(s), or any amounts paid or invoiced between the parties, shall be resolved by mandatory binding arbitration before a single arbitrator administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (collectively "Rules"), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The following claims are not subject to mandatory binding arbitration (collectively, "Excluded Claims"): (A) either party's claims against the other in connection with bodily injury, real property damage or Excluded Waste; (B) Contractor's claims against Customer to collect past due Charges or liquidated damages under this Agreement or any prior agreements between the parties; (C) Contractor's pursuit of any claims or relief relating to the provisions in Articles VIII and/or X or any similar provisions in any prior agreements between the parties, and any injunctive relief sought in relation thereto; and (D) any claims or relief sought in relation to Article XII or any similar provision in any prior agreements between the parties. This agreement to arbitrate is governed by the Federal Arbitration Act.

THE PARTIES HERETO AGREE THAT ANY AND ALL DISPUTES, CONTROVERSIES OR CLAIMS OF ANY NATURE, WHETHER IN ARBITRATION OR OTHERWISE AND WHETHER RELATING TO THIS AGREEMENT OR OTHERWISE, MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING. ACCORDINGLY, EACH PARTY HEREBY WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, COLLECTIVE OR REPRESENTATIVE PROCEEDING RELATING TO ANY DISPUTES, CONTROVERSIES OR CLAIMS BETWEEN THE PARTIES.

Notwithstanding anything to the contrary herein or in the Rules, any interpretation or adjudication related to this Article shall be done by a court, not an arbitrator.

**ARTICLE XIX
CUSTOMER MASTER SERVICE AGREEMENTS**

If Customer and Contractor or any of their respective parent companies or affiliates enter into a Master Service Agreement concerning the Waste Materials, and in the event of a conflict between the Master Service Agreement and this Agreement, the terms of this Agreement shall control, except to the extent the Master Service Agreement specifically references a provision of this Agreement, which reference shall include any applicable Article or Section reference, and the parties specifically express their intent in the Master Service Agreement to amend such provision.



BIGGS & MATHEWS INC.

Consulting Engineers

March 1, 2025

Charley Lanier
Montague County Development Officer
11339 Highway 59 N
P.O. Box 416
Montague County, Texas 76251

RE: Review & Comments – First Tier Subdivision
Final Plat – Smyrna Meadows
29.44 Acres – Lots 1 Thru 12
Montague County, Texas

Dear Mr. Lanier:

We have reviewed the above referenced submitted Final Plat to determine its conformance with the latest Montague County Subdivision Regulations, Approved & Accepted by Montague County Commissioners Court on May 28, 2024.

Based on our review, please see the following information and our response to the submission.

GENERAL SITE INFORMATION:

Owner/Developer: Land and Cattle LLC
Final Plat – 29.44 Acres – Lots 1-12 Smyrna Meadows
Site Location: Adjacent to Smyrna Rd. & West of Curry Road

REVIEWED SUBMITTED DOCUMENTS:

Final Plat – Lots 1-12 Smyrna Meadows
Flood Insurance Firmette – Zone X (Area of Minimal Flood Hazard)

CONFORMANCE WITH TIER 1 PLAT REQUIREMENTS:

- 1) Name & mailing address of the developer ✓
- 2) Name of subdivision ✓
- 3) North directional indication arrow ✓
- 4) Location map showing the subdivision in relation to major roads, town cities, and Topographic features ✓
- 5) Description of boundary by metes & bounds ✓
- 6) Total area/acreage within subdivision ✓
- 7) Total number of lots ✓
- 8) Area/acreage of roads & Length of roads – Not Shown

- 9) Area /acreage of each lot ✓
- 10) Bearing and distance for each lot boundary line with minimum frontage of 60' to adjoining street ✓
- 11) Areas dedicated for public use ✓
- 12) ROW or easements, including alley, drainage easements, and utility easements ✓
- 13) Proposed land use of all lots being subdivided – Single family or residential, multi-family residential, agricultural, commercial, public use dedication ✓
- 14) All 100-year floodplains shown & Map Provided ✓
- 15) Road names or numbers for all roads or streets ✓
- 16) Lot and block numbers arranged in a systematic order ✓
- 17) *This development is proposed to be served water by individual wells for each lot, however, the Developer has not provided the proper certification that water of adequate quantity and quality is available to support the development and occupation of this proposed subdivision. The developer must provide a groundwater availability study that complies with the requirements of 30 TAC Chapter 230.*
- 18) *No road/street construction information nor wastewater disposal information was provided.*

Note: Any Items shown in "red" should be addressed to the satisfaction of the Montague County prior to approval of the plat.

PLAT SURVEY REQUIREMENTS:

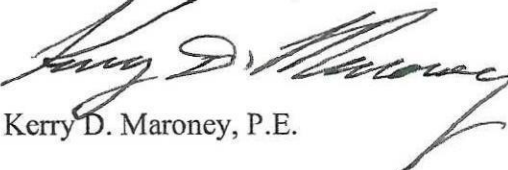
The plat and survey must be prepared from an actual on the ground survey under the direct supervision of a registered professional land surveyor and their certificate to that effect must appear on the plat and survey. The land surveying form's name and license number, address, and phone number must be listed on the plat and survey.

- 1) Real property index information (instrument number or volume and page) and names of all current owners of contiguous property to the subdivision. ✓
- 2) Location of existing permanent, man-made structures within the subdivision, including Houses, barns, fences, walls, ponds.. etc.
- 3) Major topographic features on or adjacent to ✓ the property, elevation contours (no greater than 5' intervals in floodplain and no greater than 20' intervals in other areas. ✓
- 4) Location of all visible water wells, oil wells, and natural gas wells. ✓

Note: See Attached Appendix A – Subdivision Application Checklist

Sincerely,

BIGGS & MATHEWS, INC.



Kerry D. Maroney, P.E.



P. O. BOX 1749
1859 W. HWY 199
SPRINGTOWN, TX 76082

WWW.UPPERTRINITYGCD.COM

March 21st, 2025

via email: co.judge@co.montague.tx.us

Kevin Benton – Montague County Judge
Montague County Commissioners' Court
11339 TX-59

Montague, TX 76251

RE: Groundwater Availability Certification Report – Smyrna Meadows

Judge Benton and Members of the Court,

Montague County (the "County"), as authorized by Section 232.0032 of the Texas Local Government Code, requires applicants seeking to plat certain tracts of land for which groundwater under that land is intended to be the source of supply to provide a statement prepared by a geoscientist licensed to practice in Texas or an engineer licensed to practice in Texas certifying that adequate groundwater is available for the subdivision in accordance and in compliance with the rules of the Texas Commission on Environmental Quality (TCEQ) set forth in Title 30, Texas Administrative Code, Chapter 230 (the "Groundwater Availability Certification" or "GAC").

In order to ensure compliance with the law and to facilitate cooperation between the County and the Upper Trinity Groundwater Conservation District ("the District") in instances where a GAC is required for a proposed subdivision of a tract of land and to ensure that, prior to receiving an approved plat from the County, such an applicant certifies adequate groundwater availability, the County and the District have entered into an interlocal agreement whereby the District reviews the GAC of the applicant and provides a report of its review to the County with certain recommendations. As set forth in the interlocal agreement, this report sets forth the opinions and recommendations of the District through its General Manager and staff to the County for the County's consideration in making a decision on the plat application.

Recently, to streamline the process and create efficiency, the District has begun performing an initial review and submitting letters, which are distributed to the applicant and their engineer/geoscientist, to identify any questions, concerns, deficiencies, or other materials required to complete the review and commence the review timeline, as outlined in the interlocal agreement. Copies of the letters and applicant responses are available in the appendices of the report.

Below are summaries of both the results submitted as part of the Plat Applicant's certification as well as the District's recommendations related to the Groundwater Certification Statement for the proposed subdivision. Please note that the District's recommendations are non-binding suggestions and are meant to supplement the information provided to aid the County's decision-making process.

Additionally, all District recommendations are based on the best available science and other relevant data available to the District.



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Summary of the Certification Statement:

The plat applicant's pump test data and subsequent calculations produced the following projections for the upper portion of the Antlers Formation of the Trinity Aquifer:

- The applicant projected the following impacts at the test well, completed to 120 feet below surface (this analysis assumes no other pumping wells).
 - 10-year estimated drawdown: 0.0906 feet.
 - Static water level after 10 years – 42.2906 feet below ground surface
 - 30-year estimated drawdown: .0979 feet.
 - Static water level after 30 years – 42.2979 feet below ground surface
- The District projected the following impacts at the test well, modeled to 120 feet below ground surface (also assuming no other pumping wells).
 - 10 – Year estimated drawdown: .11 feet
 - Static water level after 10 years – 42.31 feet below ground surface
 - 30-year estimated drawdown: .15 feet
 - Static water level after 30 years – 42.35 feet below ground surface
- The modeled 10-year cone of depression for the test well was 0.24 feet.
- The modeled 30-year cone of depression for the test well was 0.417 feet.
- The plat applicant calculated a well efficiency of 83.40%.
 - The accepted established threshold for well efficiency is approximately 65-70%.
 - This value is impacted by the applicant's projected water demand, aquifer parameters, and well construction.
- The applicant did complete the entire water quality portion of the test.
 - The results that were collected all occurred within the threshold of primary water standards established by the EPA and/or the TCEQ.
- The applicant did eventually provide the required maps, graphs, data, formulas, and variables for assessing the potential of well interference on the property and how it would impact anticipated drawdown levels at 10 years and 30 years.
- The Certification Statement recommends a minimum spacing of 150 ft. between water wells.
- The Certification Statement recommends a produced well yield rate of 17.3 GPM.

District Recommendations:

The water wells used in the study were completed to a depth approximately 120 feet below surface, into the Antlers portion of the Trinity group of aquifers.

The District is charged with managing the groundwater resources, within its boundaries, in order to achieve the adopted Desired Future Conditions (DFCs) for each of the formations within the Trinity group of Aquifers. A

(817) 523-5200 PHONE

(817) 523-7687 FAX



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desired future condition is a quantitative description of the desired condition of the groundwater resources in a management area at one or more specified future times and can be different for different aquifers, subdivisions of aquifers, or geographic areas. Additionally, the DFCs must be physically possible.

The adopted DFC for the Antlers aquifer in Montague County is no more than 40 feet of static water level decline by 2080. According to trends from the 20 water-level monitoring wells in the Antlers aquifer in Montague County, from 2010 through 2023, there has already been approximately 3.1 feet of static water level increase in the Antlers. District staff noted in previous reports submitted to Montague County that this increase may be attributable to the fluctuating oil and gas production in the region.

The following recommendations are based on utilizing the Antlers Sandstone as the source of water for the proposed subdivision.

Based on the data provided in the Certification Statement, other relevant data, and modeled simulation results, the District recommends a minimum spacing requirement of 150 ft. between water wells, however we strongly encourage landowners to consider a spacing of at least 300 feet between water wells. This recommendation is based on results from the actual aquifer test performed for the project. During that test, the applicant drilled two new wells on the property, located approximately ~280.6 feet from one another; during the test it was clearly demonstrated that the extent of pumping impact was seen in the observation well (see results discussed in the report). During the 24-hour pump test, water levels in the observation well fell ~1.25 feet.

The main takeaway from this analysis is not strictly the impact the subdivision would have on the groundwater resources in the area, but whether or not the wells that would be drilled for the proposed homes would be able to produce the volume of water that would be expected over the life of the home. While static and seasonal level projections appear to be minimal based on both the applicant and the District's projections, a future consideration may be if the water level ever loses contact with the high conductivity gravel unit located at the bottom of the wellbore. Any potential reduction in that volume may impact future water production rates.

In the event that the number of wells in the area increases over time, there could also be an increased drawdown impacts during future drought years. From previous modeling simulations completed by UTGCD, homes located towards the centers of subdivisions are projected to see drawdown impacts to a greater degree, than their counterparts on the edges of the development.

It is worth noting that the state approved Groundwater Availability Model (GAM) shows the Antlers portion of the aquifer extending to a depth of approximately 147 feet below surface within the proposed subdivision. Should the need for additional water arise, future homeowners would likely encounter water bearing sands in the deeper portion of the Antlers. However, without additional testing, the quality and quantity of water, in the deeper portion of the aquifer, beneath the proposed subdivision remains unknown.

In agreement with the recommendation on the Certification Statement, and in order to minimize the immediate impact of any new well, the District concurs with the applicant and recommends a maximum production capacity of 17.3 gallons per minute for each well within the proposed subdivision. It is unclear if this could be enforced, either legally or logistically, but it might be worth considering a requirement to place a statement on



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the face of the plat identifying this recommendation. Realistically, all wells drilled in the proposed subdivision will likely be completed in such a way that they produce the maximum flow rate possible, generally up to 17.36 GPM.

The impacts of the proposed pumping are not only dependent upon the flow rate of the water wells but also the projected water demands of the landowners. The District highly encourages landowners to utilize conservation methods to minimize the pumping impacts within the subdivision as outlined in section 5.4 of the report.

Ultimately, it is the determination of the District that the Certification Statement provided by the plat applicant generally conforms with the requirements set forth in Title 30, Texas Administrative Code, Chapter 230. In addition, it is also our opinion that the findings presented in the Certification Statement are within reason and any shortcomings have been identified in the accompanying report.

Accompanying this letter please find UTGCD Report 25-004, which provides further information and details related to this project. Please feel free to contact me at doug@uppertrinitygcd.com or (817) 523-5200 with any questions.

Thank you,

A handwritten signature in blue ink, appearing to read "Doug Shaw".

Doug Shaw
General Manager

(817) 523-5200 PHONE

(817) 523-7687 FAX

IN RE: VACATING

IN THE COMMISSIONERS COURT

Jay Gaston Rd

COUNTY ROADS

MONTAGUE COUNTY TEXAS

PETITION TO VACATE ROAD

TO THE COMMISSIONERS OF MONTAGUE COUNTY, TEXAS:

GREETINGS; WE THE UNDERSIGNED, being all landowners of real property in the precinct in which the subject roadway lies, and being legal residents of the State of Texas, above the age of eighteen (18) and capable of making this petition, request that after notice and hearing the Commissioner's Court of Montague County, Texas close, abandon, discontinue, and vacate the described portion of the following public roadway or roadways:

VACATING JAY GASTON ROAD IN PRECINCT 4

Further, said roadways are not necessary for any of the surrounding property owners to access their respective tracts of land and serves no traffic control, feeder street/road, alternate emergency exit or other traffic related function.

Jay Gaston

A handwritten signature in cursive script, appearing to read "J. M. Gaston", with a long horizontal flourish extending to the right.

SIGNED AND REQUESTED on varing dates but effective on the ___ day of _____ 2025

Signature: Joel Marshall Gaston
Printed Name: Joel Marshall Gaston
Address: 1055 FM 2953
St. Jo TX 76265
Phone Number: 940 366 1453
Property Owned in Montague County
Precinct: 4

Signature: Jeff Howard
Printed Name: Jeff Howard
Address: 5105 FM 2953
St. Jo TX 76265
Phone Number: 940 872 7788
Property Owned in Montague County
Precinct: 4

Signature: James Carpenter
Printed Name: JAMES CARPENTER
Address: 7886 FM 2953
Nocona TX 76255
Phone Number: 940-841-1123
Property Owned in Montague County
Precinct: 4

Signature: Scott Carpenter
Printed Name: Scott Carpenter
Address: 5046 Carpenter Rd
Nocona TX 76255
Phone Number: 940-841-2333
Property Owned in Montague County
Precinct: 4

Signature: Diane Carpenter
Printed Name: Diane Carpenter
Address: 7886 FM 2953
Nocona, TX 76255
Phone Number: 940-825-3186
Property Owned in Montague County
Precinct: 4

Signature: Hank Howard
Printed Name: Hank Howard
Address: 601 E Oak St
Nocona TX 76255
Phone Number: 940-867-1627
Property Owned in Montague County
Precinct: 4

Signature: Marsha Hoffman
Printed Name: Marsha Hoffman
Address: 2901 S. Branch Rd
Kenn, TX 76249
Phone Number: 817-975-0152
Property Owned in Montague County
Precinct: 4

Signature: Marsha Hoffman
Printed Name: Marsha Hoffman
Address: 2023 FM 2953
St. Jo, TX 76245
Phone Number: 940-841-1277
Property Owned in Montague County
Precinct: 4

SIGNED AND REQUESTED on varing dates but effective on the ____ day of _____ 2025

Signature: Hanna Garrett
Printed Name: Hanna Garrett
Address: 6279 FM 1758
Bowie, TX 76230
Phone Number: 940-366-4351
Property Owned in Montague County
Precinct: 1

Signature: [Signature]
Printed Name: Matt Garrett
Address: 6279 FM 1758
Bowie, TX 76230
Phone Number: 940-245-1655
Property Owned in Montague County
Precinct: 1

Signature: John Mark Gaston
Printed Name: John Mark Gaston
Address: 956 Hancock Rd
Nocona TX 76255
Phone Number: 940 867 7262
Property Owned in Montague County
Precinct: 3

Signature: J.M. Gaston
Printed Name: J. M. Gaston
Address: 121 Doyle St
Nocona, Tex 76255
Phone Number: 940 867 0644
Property Owned in Montague County
Precinct: 3

Signature: Catherine Gaston Moody, TEE
Printed Name: Catherine Gaston Moody
Address: 210 Jay Gaston Rd
St. Jo TX 76265
Phone Number: 940 210 9970
Property Owned in Montague County
Precinct: 4

Signature: _____
Printed Name: _____
Address: _____

Phone Number: _____
Property Owned in Montague County
Precinct: _____

Signature: _____
Printed Name: _____
Address: _____

Phone Number: _____
Property Owned in Montague County
Precinct: _____

Signature: _____
Printed Name: _____
Address: _____

Phone Number: _____
Property Owned in Montague County
Precinct: _____