**CONTEXT** - This Fair Housing Study was created under County of Newton, Texas, Disaster Recovery Contract #DRS210126, with funds from the Texas General Land Office provided by the U.S. Department of Housing and Urban Development under the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act of 2009, Public Law 110-329. GLO has provided non-housing funds to more than 200 grantees, including the County of Newton, for infrastructure projects and economic development activities.



Download content in .PDF form 📝

- Location
- Fair Housing Information
  - Basic Facts
  - How to File a Fair Housing Complaint
  - Fair Housing Legislation
  - Educational Videos
- Map of Census Tracts
- Current Demographic Data
  - General Population Statistics
  - 2010 Census
- Area Housing Inventory and Analysis
  - 2013 American Community Survey
    - Annual Estimates of Housing
    - Selected Housing Characteristics 📝
    - Financial Characteristics 📝
    - Occupancy Characteristics
    - Physical Housing Characteristics
  - Affordability Data
    - Newton County Comprehensive Affordability (CHAS) Data (PDF)
    - CHAS Data Extraction Tool 📝
    - HUD Housing Affordability Data System 📝
  - Census Data
    - 2010 Census
      - General Housing Characteristics 🙀
    - Census 2000
      - General Housing characteristics 🔂
      - Tenure, Household Size, and Age of Householder
- Land Use and Inventory
- AFFH Training/Dissemination
  - FHAST Workgroup
  - ∘ FHAST Timeline 🙀
  - FHAST Maps
    - African American
    - Hispanic
    - LMI Map 🚮
- Review of Local Codes, Zoning, Ordinances, and/or Master Planning Documents
  - This local government has no documents available. See attached PDF Here
  - Although the County does not have any local building codes, ordinances, or Master Planning documents, it has
    previously adopted the Model Subdivision Rules as prepared by Texas Water Development Board
- Plans Developed to Affirmatively Further Fair housing
  - Adoption of FHAST Form
  - Completed FHAST Form
  - FHAST GLO Approval Letter



Link to HUD\\\'s Housing Discrimination Page



Back to Home

Newton County (L-22) is in southeastern Texas on the Louisiana border. Newton, the geographic center and largest town of the county, is seventy miles northeast of Beaumont at 30°51' north latitude and 93°45' west longitude. Newton County comprises 950 square miles of the lower regions of the East Texas timber belt. is the easternmost county in the U.S. state of Texas. As of the 2010 census, its population was 14,445.1 Its county seat is Newton.2 The county is named for John Newton, a veteran of the American Revolutionary War. According to the U.S. Census Bureau, the county has a total area of 940 square miles. As of the census6 of 2000, there were 15,072 people, 5,583 households, and 4,092 families residing in the county. The population density was 16 people per square mile. The 2013 ACS 5-Year Estimate puts Bridge City's population at 14,340.

Back to Home

The original document is available at http://newtoncounty.grt-studies.com/tiki-index.php?page=Location

Back to Main

# WHAT IS THE FEDERAL FAIR HOUSING ACT AND WHOM DOES IT PROTECT? THE BASIC FACTS..

# 1. What housing is covered?

[-]

• The Fair Housing Act covers most housing. In some circumstances, the Act exempts owner-occupied buildings with no more than four units, single-family housing sold or rented without the use of a broker, and housing operated by organizations and private clubs that limit occupancy to members.

# 2. What is prohibited?

[-]

- In the Sale and Rental of Housing: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap:
  - Refuse to rent or sell housing
  - Refuse to negotiate for housing
  - Make housing unavailable
  - Deny a dwelling
  - Set different terms, conditions or privileges for sale or rental of a dwelling
  - Provide different housing services or facilities
  - Falsely deny that housing is available for inspection, sale, or rental
  - For profit, persuade owners to sell or rent (blockbusting) or
  - + Deny anyone access to or membership in a facility or service (such as a multiple listing service) related to the sale or rental of housing.
- In Mortgage Lending: No one may take any of the following actions based on race, color, national origin, religion, sex, familial status or handicap (disability):
  - Refuse to make a mortgage loan
  - Refuse to provide information regarding loans
  - Impose different terms or conditions on a loan, such as different interest rates, points, or fees
  - Discriminate in appraising property
  - Refuse to purchase a loan or
  - Set different terms or conditions for purchasing a loan.
- In Addition: It is illegal for anyone to:
  - Threaten, coerce, intimidate or interfere with anyone exercising a fair housing right or assisting others who exercise that right
  - Advertise or make any statement that indicates a limitation or preference based on race, color, national origin, religion, sex, familial status, or handicap. This prohibition against discriminatory advertising applies to singlefamily and owner-occupied housing that is otherwise exempt from the Fair Housing Act.

# 3. Additional protection if you have a disability

[-]

- If you or someone associated with you:
  - Have a physical or mental disability (including hearing, mobility and visual impairments, chronic alcoholism, chronic mental illness, AIDS, AIDS Related Complex and mental retardation) that substantially limits one or

- more major life activities
- · Have a record of such a disability or
- Are regarded as having such a disability
- your landlord may not:
  - Refuse to let you make reasonable modifications to your dwelling or common use areas, at your expense, if necessary for the disabled person to use the housing. (Where reasonable, the landlord may permit changes only if you agree to restore the property to its original condition when you move.)
  - Refuse to make reasonable accommodations in rules, policies, practices or services if necessary for the disabled person to use the housing.
- Example: A building with a no pets policy must allow a visually impaired tenant to keep a guide dog.
- Example: An apartment complex that offers tenants ample, unassigned parking must honor a request from a mobility-impaired tenant for a reserved space near her apartment if necessary to assure that she can have access to her apartment.
- However, housing need not be made available to a person who is a direct threat to the health or safety of others or who currently uses illegal drugs.

# 4. Requirements for new buildings

[-]

- In buildings that are ready for first occupancy after March 13, 1991, and have an elevator and four or more units:
  - Public and common areas must be accessible to persons with disabilities
  - Doors and hallways must be wide enough for wheelchairs
  - All units must have:
    - An accessible route into and through the unit
    - Accessible light switches, electrical outlets, thermostats and other environmental controls
    - Reinforced bathroom walls to allow later installation of grab bars and
    - Kitchens and bathrooms that can be used by people in wheelchairs.
- If a building with four or more units has no elevator and will be ready for first occupancy after March 13, 1991, these standards apply to ground floor units.
- These requirements for new buildings do not replace any more stringent standards in State or local law.

# 5. Housing Opportunities for Families

[-]

- Unless a building or community qualifies as housing for older persons, it may not discriminate based on familial status. That is, it may not discriminate against families in which one or more children under 18 live with:
  - A parent
  - A person who has legal custody of the child or children or
  - The designee of the parent or legal custodian, with the parent or custodian's written permission.
- Familial status protection also applies to pregnant women and anyone securing legal custody of a child under 18.
- Exemption: Housing for older persons is exempt from the prohibition against familial status discrimination if:
  - The HUD Secretary has determined that it is specifically designed for and occupied by elderly persons under a Federal, State or local government program or
  - It is occupied solely by persons who are 62 or older or
  - It houses at least one person who is 55 or older in at least 80 percent of the occupied units, and adheres to a
    policy that demonstrates an intent to house persons who are 55 or older.
- A transition period permits residents on or before September 13, 1988, to continue living in the housing, regardless of their age, without interfering with the exemption.

Back to Main

Back to Main

# HOW TO FILE A FAIR HOUSING COMPLAINT.

HUD is ready to help with any problem of housing discrimination. If you think your rights have been violated, the **Housing**Discrimination Complaint Form is available for you to download, complete and return, or complete online and submit, or you may write HUD a letter, or telephone the **HUD Office** in nearest you. You have one year after an alleged violation to file a complaint with HUD, but you should file it as soon as possible.

You may also file a complaint online by clicking here. HUD Form 903 Online Complaint w

### Step 1: What to Tell HUD:

- · Your name and address
- The name and address of the person your complaint is against (the respondent)
- The address or other identification to the housing involved
- A short description to the alleged violation (the event that caused you to believe your rights were violated)
- The date(s) to the alleged violation

### Step 2: Where to Write or Call:

#### Fort Worth Regional Office of FHEO

U.S. Department of Housing and Urban Development 801 Cherry Street, Unit #45 Suite 2500 Fort Worth, Texas 76102 (817) 978-5900 (800) 669-9777

#### If You Are Disabled:

**HUD** also provides:

- A toll-free TTY phone for the hearing impaired: 1-800-927-9275 or 817-978-5595
- Interpreters
- Tapes and braille materials
- · Assistance in reading and completing forms

### What happens when you file a complaint.

HUD will notify you when it receives your complaint. Normally, HUD also will:

- · Notify the alleged violator of your complaint and permit that person to submit an answer
- Investigate your complaint and determine whether there is reasonable cause to believe the Fair Housing Act has been violated
- Notify you if it cannot complete an investigation within 100 days of receiving your complaint

#### Conciliation

HUD will try to reach an agreement with the person your complaint is against (the respondent). A conciliation agreement must protect both you and the public interest. If an agreement is signed, HUD will take no further action on your complaint. However, if HUD has reasonable cause to believe that a conciliation agreement is breached, HUD will recommend that the Attorney General file suit.

### **Complaint Referrals**

If HUD has determined that your State or local agency has the same fair housing powers as HUD, HUD will refer your complaint to that agency for investigation and notify you of the referral. That agency must begin work on your complaint within 30 days or HUD may take it back.

### What if You Need Help Quickly?

If you need immediate help to stop a serious problem that is being caused by a Fair Housing Act violation, HUD may be able to assist you as soon as you file a complaint. HUD may authorize the Attorney General to go to court to seek temporary or preliminary relief, pending the outcome of your complaint, if:

- Irreparable harm is likely to occur without HUD's intervention
- There is substantial evidence that a violation of the Fair Housing Act occurred

Example: A builder agrees to sell a house but, after learning the buyer is black, fails to keep the agreement. The buyer files a complaint with HUD. HUD may authorize the Attorney General to go to court to prevent a sale to any other buyer until HUD investigates the complaint.

### What Happens after a Complaint Investigation?

If, after investigating your complaint, HUD finds reasonable cause to believe that discrimination occurred, it will inform you. Your case will be heard in an administrative hearing within 120 days, unless you or the respondent want the case to be heard in Federal district court. Either way, there is no cost to you.

### The Administrative Hearing:

If your case goes to an administrative hearing HUD attorneys will litigate the case on your behalf. You may intervene in the case and be represented by your own attorney if you wish. An Administrative Law Judge (ALA) will consider evidence from you and the respondent. If the ALA decides that discrimination occurred, the respondent can be ordered:

- To compensate you for actual damages, including humiliation, pain and suffering.
- To provide injunctive or other equitable relief, for example, to make the housing available to you.
- To pay the Federal Government a civil penalty to vindicate the public interest. The maximum penalties are \$16,000 for a first violation and \$70,000 for a third violation within seven years.
- To pay reasonable attorney's fees and costs.

#### **Federal District Court**

If you or the respondent choose to have your case decided in Federal District Court, the Attorney General will file a suit and litigate it on your behalf. Like the ALA, the District Court can order relief, and award actual damages, attorney's fees and costs. In addition, the court can award punitive damages.

#### In Addition

You May File Suit: You may file suit, at your expense, in Federal District Court or State Court within two years of an alleged violation. If you cannot afford an attorney, the Court may appoint one for you. You may bring suit even after filing a complaint, if you have not signed a conciliation agreement and an Administrative Law Judge has not started a hearing. A court may award actual and punitive damages and attorney's fees and costs.

# Other Tools to Combat Housing Discrimination:

If there is noncompliance with the order of an Administrative Law Judge, HUD may seek temporary relief, enforcement of the order or a restraining order in a United States Court of Appeals.

The Attorney General may file a suit in a Federal District Court if there is reasonable cause to believe a pattern or practice of housing discrimination is occurring.

#### For Further Information:

The **Fair Housing Act** and HUD's regulations contain more detail and technical information. If you need a copy of the law or regulations, contact the **HUD Office** nearest you.

Back to Main

Back to Main

# FAIR HOUSING ACT LEGISLATION

The Federal Fair Housing Act refers to Title VIII of the Civil Rights Act of 1968 (www.justice.gov). This Act, in addition to the Texas Fair Housing Act (www.statutes.legis.state.tx.us), protects your right to rent an apartment, buy a home, obtain a mortgage, or purchase homeowners insurance free from discrimination based on:

- Race
- Color
- · National Origin
- Religion
- Sex
- · Familial Status, and
- Disability

Cities, counties, and other municipalities may have additional housing discrimination laws to protect additional groups. To find out about existing additional protections in your City, County, or municipality, find website listings in the Texas.gov (www.texas.gov) directory or find and contact your local Legal Aid Office using TXLawHelp.org (www.txlawhelp.org).

In addition to the Act, the following legislation and executive orders may apply and provide a basis for federal fair housing enforcement:

- Title VI of the Civil Rights Act of 1964 

  (www.justice.gov)
- The Architectural Barriers Act of 1968 (www.access-board.gov)
- Title IX of the Education Amendments Act of 1972 (www.justice.gov)

- The Age Discrimination Act of 1975 

  (www.dol.gov)
- Title II of the Americans with Disabilities Act of 1990 

  (www.ada.gov)
- Executive Orders (hud.gov):
  - 11063
  - 11246
  - 12892
  - o 12898 🙀
  - o 13166 🙀
  - ∘ 13217 (PDF) ₩

For help in identifying what discrimination may look like, please view the U.S. Department of Housing and Urban Development ("HUD") YouTube Channel (youtube.com) or the National Fair Housing Alliance page (www.nationalfairhousing.org). If you believe you have been a victim of discrimination, view the How to File a Complaint page. To download more information, including the HUD complaint app and fair housing rights brochures, visit ourToolkits, Sample Forms, and Downloads page.

Back to Main

The original document is available at http://newtoncounty.grt-studies.com/tiki-index.php?page=Fair+Housing+Act+Legislation

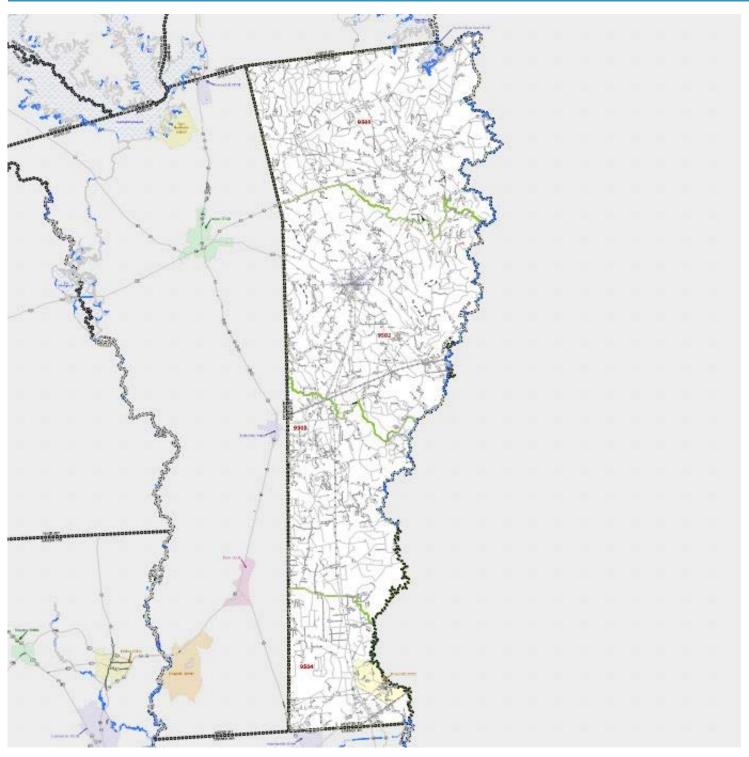
Back to Main

# **FAIR HOUSING ACT EDUCATIONAL VIDEOS**

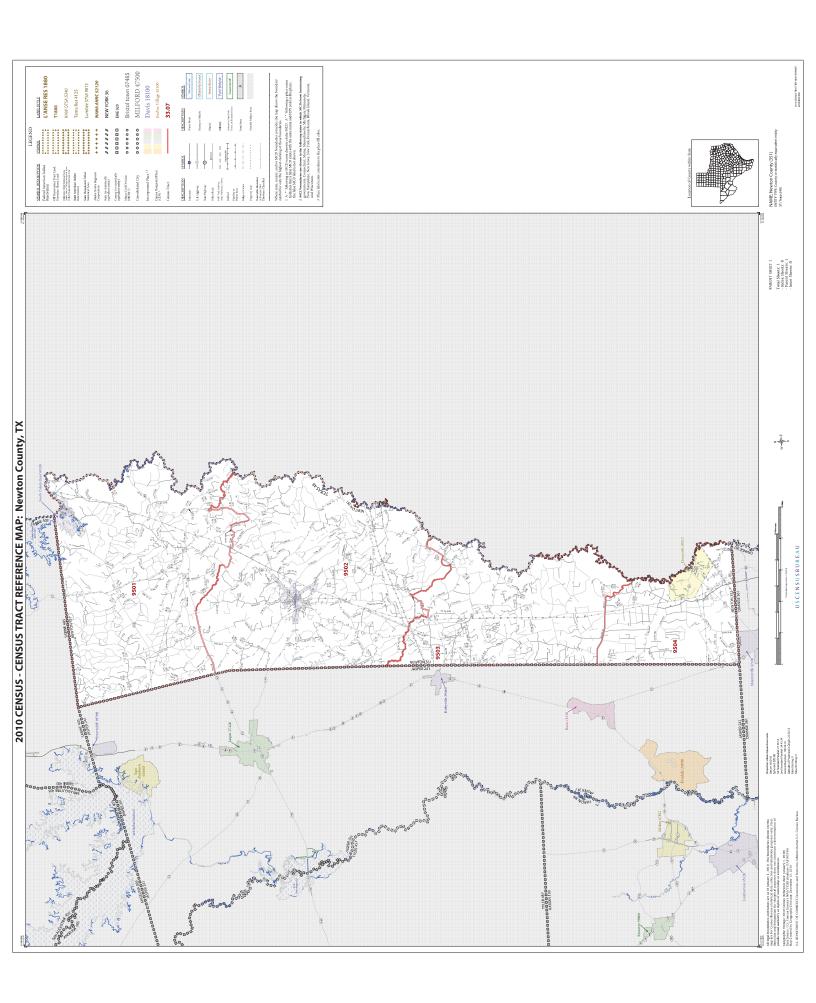
Back to Main

**Back to Main Menu** 

# **MAP OF CENSUS TRACTS**







Back to Main Menu

## **CURRENT DEMOGRAPHIC DATA**

#### 2010 Census

### **Newton County, Texas**



- Households and Families (Relationships, Children, Household Size, ...)
- Compare Cities and Towns for Population, Housing, Area, and Density
- Compare Census Tracts for Population, Housing, Area, and Density

#### 2013 American Community Survey

Demographic and Housing Estimates (Age, Sex, Race, Households and Housing, ...)

#### 2013 Population Estimates Program

Annual Population Estimates

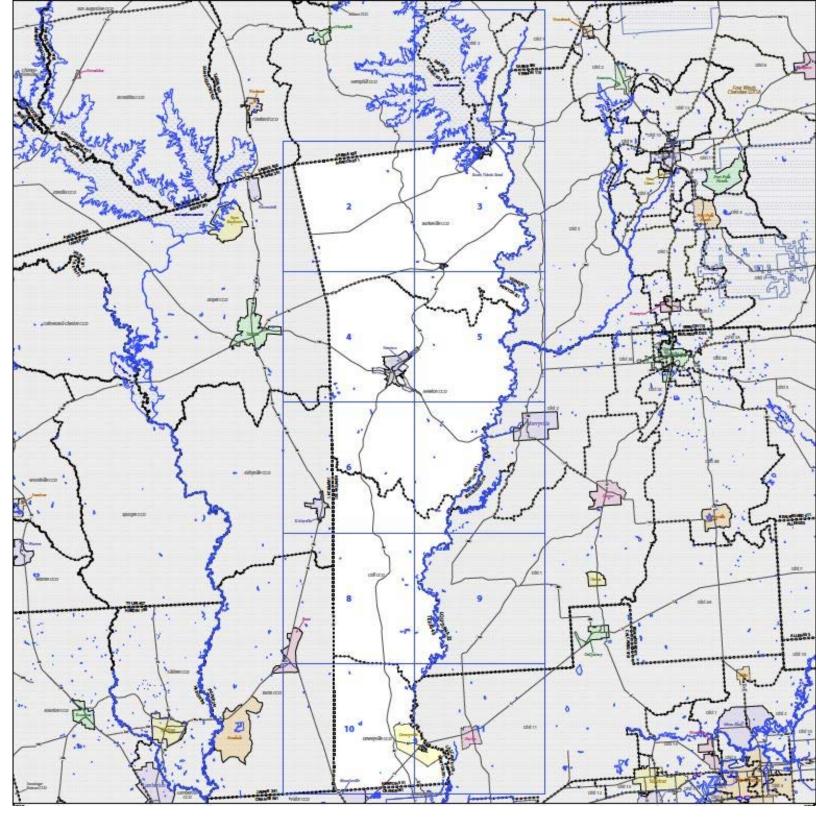
#### Census 2000

- General Demographic Characteristics (Population, Age, Sex, Race, Households and Housing, ...)
- Compare Cities and Towns for Population, Housing, Area, and Density
- . Want more? Need help? Use Guided Search or visit Census.gov's Quick Facts.

# General Population and Housing Statistics

2	Subject	Number	Percent
1	SEX AND AGE		-
6	Total population	14,445	100.0
of 6	Under 5 years	840	5.8
0	5 to 9 years	890	6.2
7	10 to 14 years	980	6.8
	15 to 19 years	1,084	7.5
	20 to 24 years	813	5.6
	25 to 29 years	807	5.6
	30 to 34 years	784	5.4
	35 to 39 years	875	6.1
	40 to 44 years	952	6.6
	45 to 49 years	1,045	7.2
	50 to 54 years	1,084	7.5
	55 to 59 years	1,000	6.9
	60 to 64 years	949	6.6
	65 to 69 years	796	5.5
	70 to 74 years	597	4.1
	75 to 79 years	462	3.2
	80 to 84 years	286	2.0
	85 years and over	201	1.4
		1 1000-00	1.000

Map of Census Blocks



HUD FY 2014 LMI Statistical Data (Download .xlsx) ₪

Back to Main Menu

The original document is available at http://newtoncounty.grt-studies.com/tiki-index.php?page=Current+Demographic+Data





Race and Hispanic Origin

Veterans

Show All

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GUIDED SEARCH

ADVANCED SEARCH

DOWNLOAD CENTER

Community Facts - Find popular facts (population, income, etc.) and frequently requested data about your community.



2013 American Community Survey

2014 Population Estimates Program

Annual Population Estimates

### Measuring America — People, Places, and Our Economy

Demographic and Housing Estimates (Age, Sex, Race, Households and Housing, ...)

Compare Cities and Towns for Population, Housing, Area, and Density

• Want more? Need help? Use Guided Search or visit Census.gov's Quick Facts.

General Demographic Characteristics (Population, Age, Sex, Race, Households and Housing, ...)

Information Quality FOIA Data Protection & Privacy Policy U.S. Dept of Commerce

United States Census Bureau

Source: U.S. Census Bureau | American FactFinder

# U.S. Census Bureau



DP-1

Profile of General Population and Housing Characteristics: 2010

2010 Demographic Profile Data

NOTE: For more information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/dpsf.pdf.

#### Geography: Newton County, Texas

Subject	Number	Percent
SEX AND AGE		
Total population	14,445	100.0
Under 5 years	840	5.8
5 to 9 years	890	6.2
10 to 14 years	980	6.8
15 to 19 years	1,084	7.5
20 to 24 years	813	5.6
25 to 29 years	807	5.6
30 to 34 years	784	5.4
35 to 39 years	875	6.1
40 to 44 years	952	6.6
45 to 49 years	1,045	7.2
50 to 54 years	1,084	7.5
55 to 59 years	1,000	6.9
60 to 64 years	949	6.6
65 to 69 years	796	5.5
70 to 74 years	597	4.1
75 to 79 years	462	3.2
80 to 84 years	286	2.0
85 years and over	201	1.4
Median age (years)	40.7	(X)
16 years and over	11,552	80.0
18 years and over	11,092	76.8
21 years and over	10,481	72.6
62 years and over	2,879	19.9
65 years and over	2,342	16.2
Male population	7.445	E4 E
Under 5 years	7,445	51.5
5 to 9 years	441	3.0
10 to 14 years	504	3.1
15 to 19 years	610	4.2
20 to 24 years	485	3.4
25 to 29 years	453	3.1
30 to 34 years	418	2.9
35 to 39 years	442	
40 to 44 years		3.1
45 to 49 years	510	3.5
50 to 54 years	528	3.7
55 to 59 years	555	3.8
60 to 64 years	491	3.4
<u> </u>	472	3.3
65 to 69 years 70 to 74 years	392	2.7
10 to 14 years	295	2.0

Subject	Number	Percent
75 to 79 years	215	1.5
80 to 84 years	124	0.9
85 years and over	72	0.5
Median age (years)	39.3	(X)
		,
16 years and over	5,968	41.3
18 years and over	5,717	39.6
21 years and over	5,358	37.1
62 years and over	1,361	9.4
65 years and over	1,098	7.6
Female population	7,000	48.5
Under 5 years	402	2.8
5 to 9 years	449	3.1
10 to 14 years	476	3.3
15 to 19 years	474	3.3
20 to 24 years	328	2.3
25 to 29 years	354	2.5
30 to 34 years	366	2.5
35 to 39 years	433	3.0
40 to 44 years	442	3.1
45 to 49 years	517	3.6
50 to 54 years	529	3.7
55 to 59 years	509	3.5
60 to 64 years	477	3.3
65 to 69 years	404	2.8
70 to 74 years	302	2.1
75 to 79 years	247	1.7
80 to 84 years	162	1.1
85 years and over	129	0.9
,	.20	0.0
Median age (years)	42.4	(X)
16 years and over	5,584	38.7
18 years and over	5,375	37.2
21 years and over	5,123	35.5
62 years and over	1,518	10.5
65 years and over	1,244	8.6
2405		
RACE Total population	14,445	100.0
One Race	14,235	98.5
White	11,105	76.9
Black or African American	2,901	20.1
American Indian and Alaska Native	2,901	0.6
Asian	62	0.6
Asian Indian	37	
Chinese	_	0.3
Filipino	5	0.0
Japanese	2	0.0
Korean		0.0
Vietnamese	0	0.0
Other Asian [1]	14	0.0
Native Hawaiian and Other Pacific Islander		0.1
Native Hawaiian	1	0.0
Guamanian or Chamorro	0	0.0
Samoan	0	0.0
Other Pacific Islander [2]	0	0.0
Some Other Race	1	0.0
Joine Other Nace	86	0.6

Subject	Number	Percent
Two or More Races	210	1.5
White; American Indian and Alaska Native [3]	80	0.6
White; Asian [3]	12	0.1
White; Black or African American [3]	73	0.5
White; Some Other Race [3]	22	0.2
Race alone or in combination with one or more other		
races: [4] White	44.207	70.0
Black or African American	11,307	78.3
American Indian and Alaska Native	2,988	20.7
Asian	171 78	1.2
Native Hawaiian and Other Pacific Islander	9	0.5
Some Other Race	116	0.1
Some other reace	110	0.6
HISPANIC OR LATINO		
Total population	14,445	100.0
Hispanic or Latino (of any race)	403	2.8
Mexican	349	2.4
Puerto Rican	6	0.0
Cuban	3	0.0
Other Hispanic or Latino [5]	45	0.3
Not Hispanic or Latino	14,042	97.2
HISPANIC OR LATINO AND RACE		
Total population	14,445	100.0
Hispanic or Latino	403	2.8
White alone	280	1.9
Black or African American alone	10	0.1
American Indian and Alaska Native alone	3	0.0
Asian alone	0	0.0
Native Hawaiian and Other Pacific Islander alone	0	0.0
Some Other Race alone	86	0.6
Two or More Races	24	0.2
Not Hispanic or Latino	14,042	97.2
White alone	10,825	74.9
Black or African American alone	2,891	20.0
American Indian and Alaska Native alone	77	0.5
Asian alone	62	0.4
Native Hawaiian and Other Pacific Islander alone	1	0.0
Some Other Race alone	0	0.0
Two or More Races	186	1.3
RELATIONSHIP		
Total population	44.445	400.0
In households	14,445	100.0
Householder	13,721	95.0
Spouse [6]	5,476	37.9
Child	2,844	19.7
	3,821	26.5
Own child under 18 years Other relatives	2,712	18.8
Under 18 years	1,075	7.4
<u> </u>	581	4.0
65 years and over Nonrelatives	91	0.6
Under 18 years	505	3.5
65 years and over	48	0.3
55 yours and stor	30	0.2
Unmarried partner	281	1.9
In group quarters	724	5.0
Institutionalized population	724	5.0
Male	650	4.5

Subject	Number	Percent
Female	74	0.5
Noninstitutionalized population	0	0.0
Male	0	0.0
Female	0	0.0
	Ü	0.0
HOUSEHOLDS BY TYPE		
Total households	5,476	100.0
Family households (families) [7]	3,849	70.3
With own children under 18 years	1,463	26.7
Husband-wife family	2,844	51.9
With own children under 18 years	951	17.4
Male householder, no wife present	269	4.9
With own children under 18 years	147	2.7
Female householder, no husband present	736	13.4
With own children under 18 years	365	6.7
Nonfamily households [7]	1,627	29.7
Householder living alone	1,437	26.2
Male	743	13.6
65 years and over	268	4.9
Female	694	12.7
65 years and over	379	6.9
Households with individuals under 18 years	1,782	32.5
Households with individuals 65 years and over	1,721	31.4
Average household size	2.51	(X)
Average family size [7]	3.01	(X)
LIQUIDING GOOLIDANIOV		
HOUSING OCCUPANCY		
Total housing units	7,142	100.0
Occupied housing units  Vacant housing units	5,476	76.7
For rent	1,666	23.3
Rented, not occupied	116	1.6
For sale only	7	0.1
Sold, not occupied	72	1.0
For seasonal, recreational, or occasional use	52	0.7
All other vacants	840	11.8
All Other vacants	579	8.1
Homeowner vacancy rate (percent) [8]	1.5	(X)
Rental vacancy rate (percent) [9]	11.5	(X)
rtoman racancy rate (percent) [e]	11.5	( \( \)
HOUSING TENURE		
Occupied housing units	5,476	100.0
Owner-occupied housing units	4,586	83.7
Population in owner-occupied housing units	11,480	(X)
Average household size of owner-occupied units	2.50	(X)
		` ′
Renter-occupied housing units	890	16.3
Population in renter-occupied housing units	2,241	(X)
Average household size of renter-occupied units	2.52	( X )

#### X Not applicable.

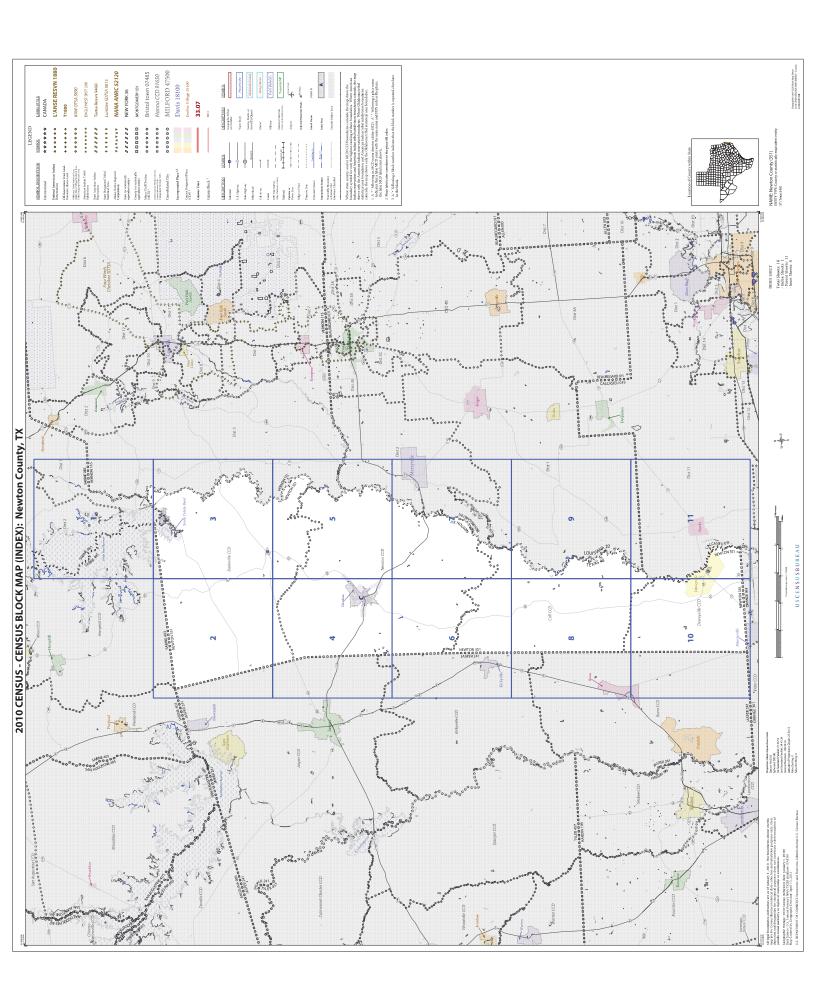
- [1] Other Asian alone, or two or more Asian categories.
- [2] Other Pacific Islander alone, or two or more Native Hawaiian and Other Pacific Islander categories.
- [3] One of the four most commonly reported multiple-race combinations nationwide in Census 2000.
- [4] In combination with one or more of the other races listed. The six numbers may add to more than the total population, and the six percentages may add to more than 100 percent because individuals may report more than one race.

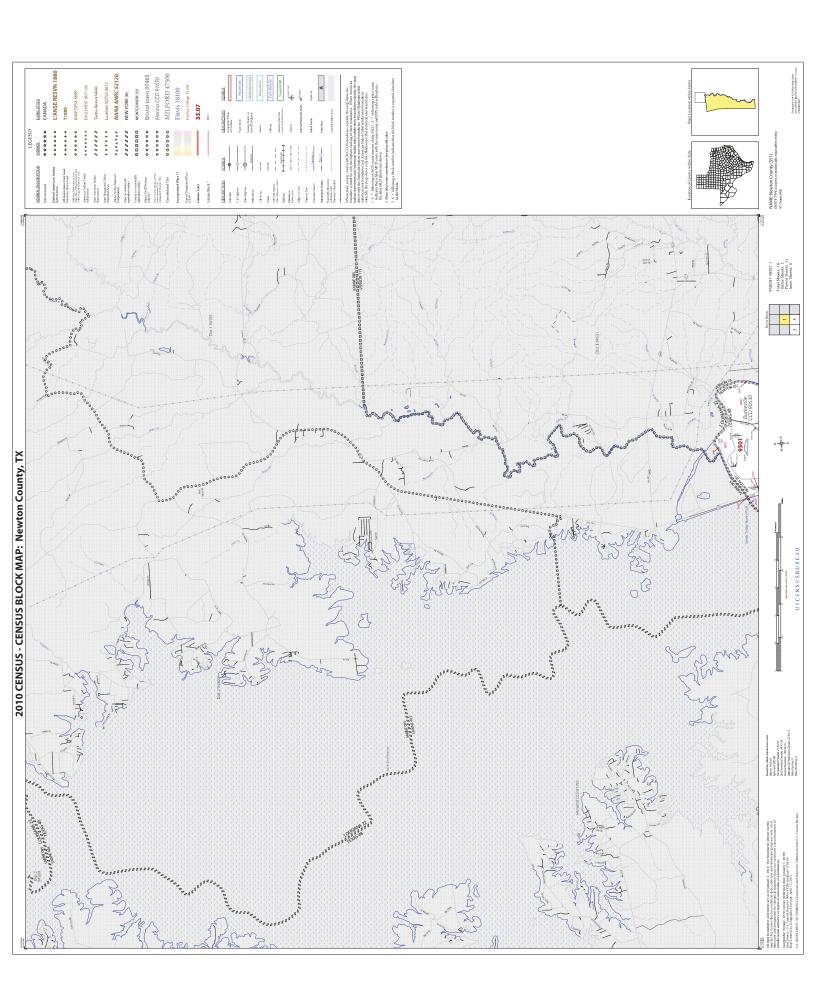
[5] This category is composed of people whose origins are from the Dominican Republic, Spain, and Spanish-speaking Central or South

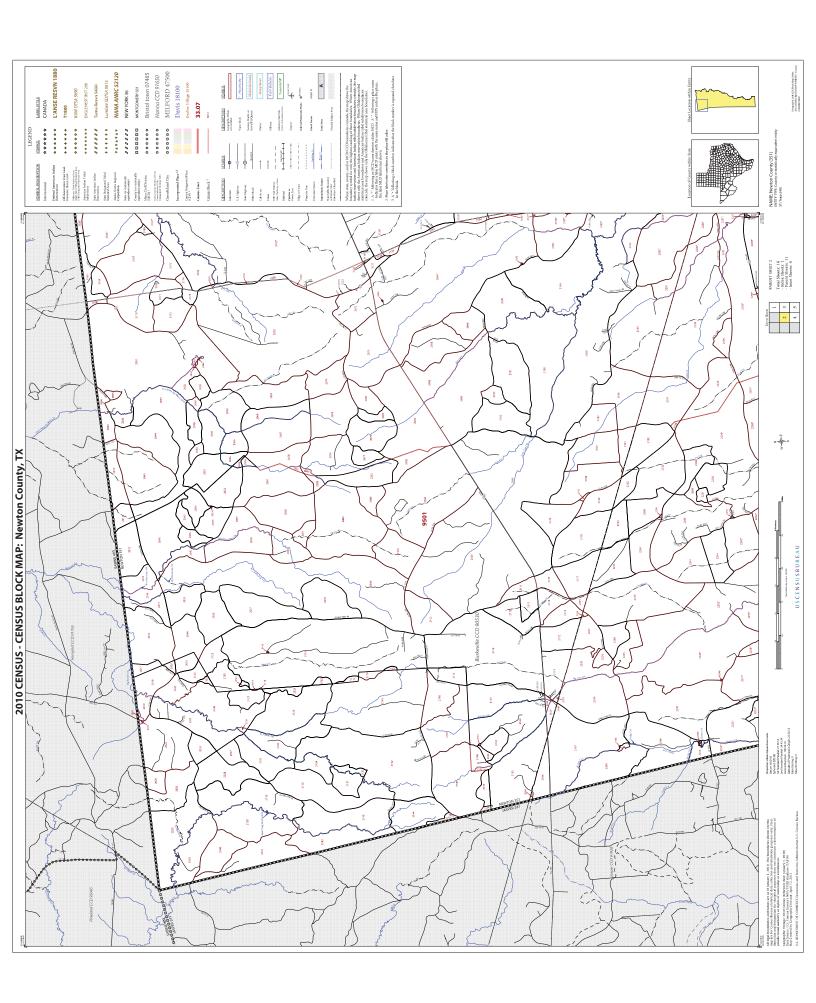
American countries. It also includes general origin responses such as "Latino" or "Hispanic."

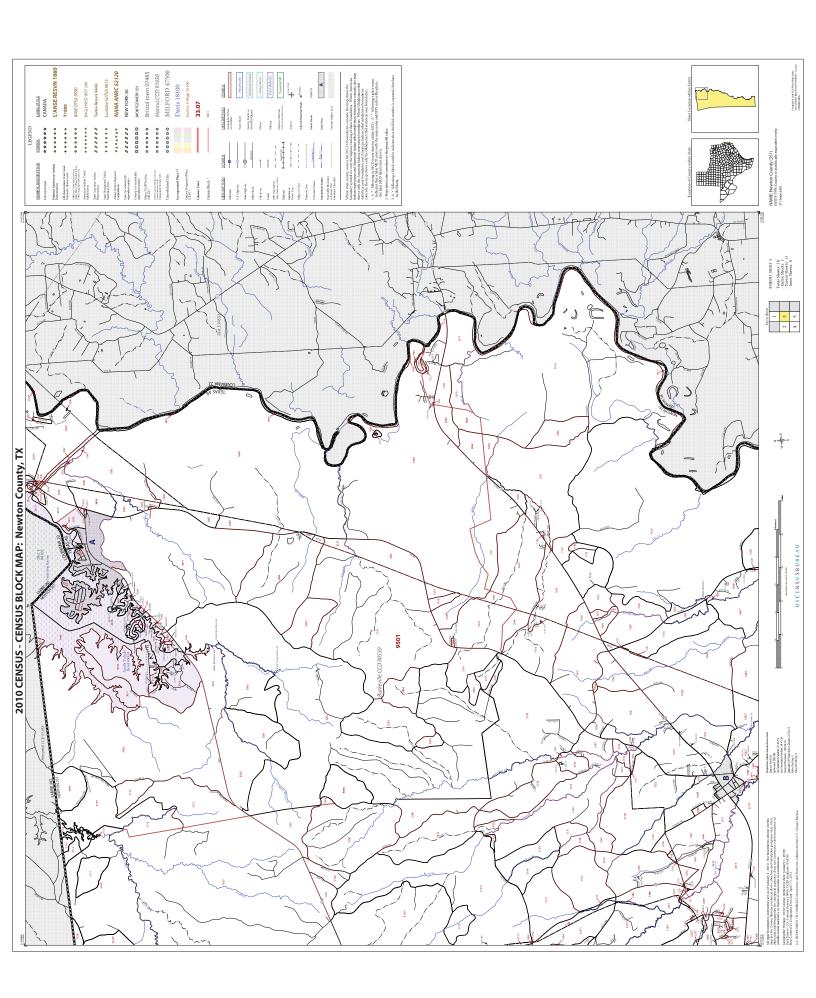
- [6] "Spouse" represents spouse of the householder. It does not reflect all spouses in a household. Responses of "same-sex spouse" were edited during processing to "unmarried partner."
- [7] "Family households" consist of a householder and one or more other people related to the householder by birth, marriage, or adoption. They do not include same-sex married couples even if the marriage was performed in a state issuing marriage certificates for same-sex couples. Same-sex couple households are included in the family households category if there is at least one additional person related to the householder by birth or adoption. Same-sex couple households with no relatives of the householder present are tabulated in nonfamily households. "Nonfamily households" consist of people living alone and households which do not have any members related to the householder.
- [8] The homeowner vacancy rate is the proportion of the homeowner inventory that is vacant "for sale." It is computed by dividing the total number of vacant units "for sale only," and vacant units that have been sold but not yet occupied; and then multiplying by 100.
- [9] The rental vacancy rate is the proportion of the rental inventory that is vacant "for rent." It is computed by dividing the total number of vacant units "for rent" by the sum of the renter-occupied units, vacant units that are "for rent," and vacant units that have been rented but not yet occupied; and then multiplying by 100.

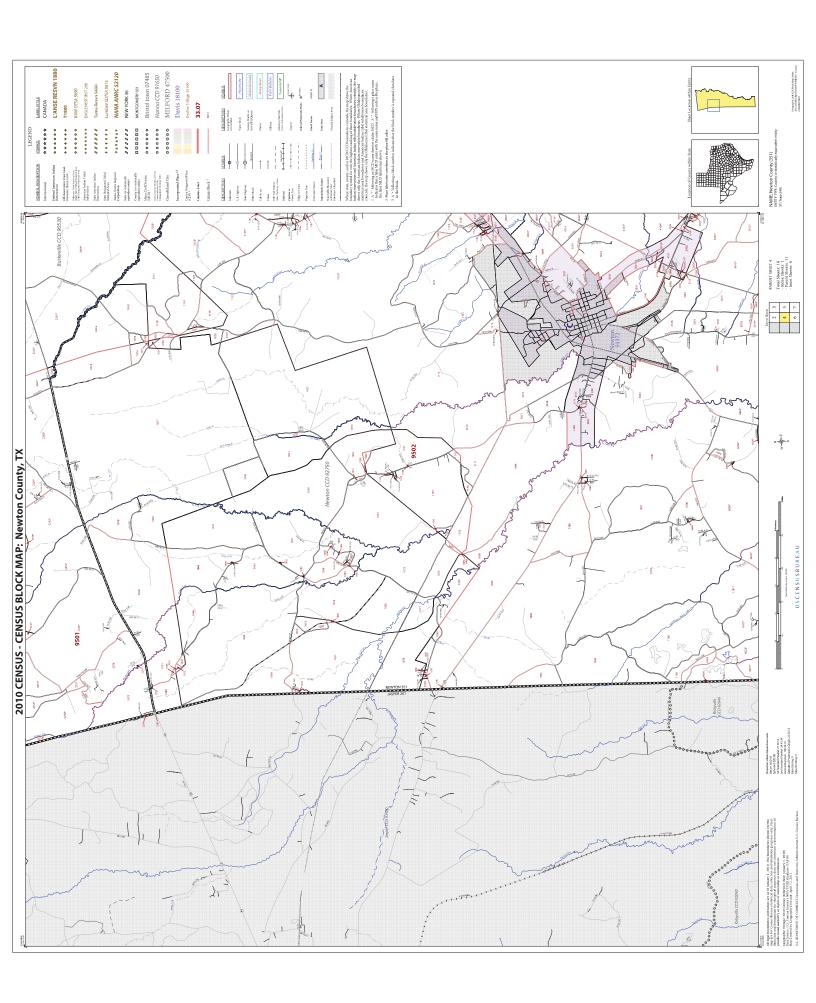
Source: U.S. Census Bureau, 2010 Census.

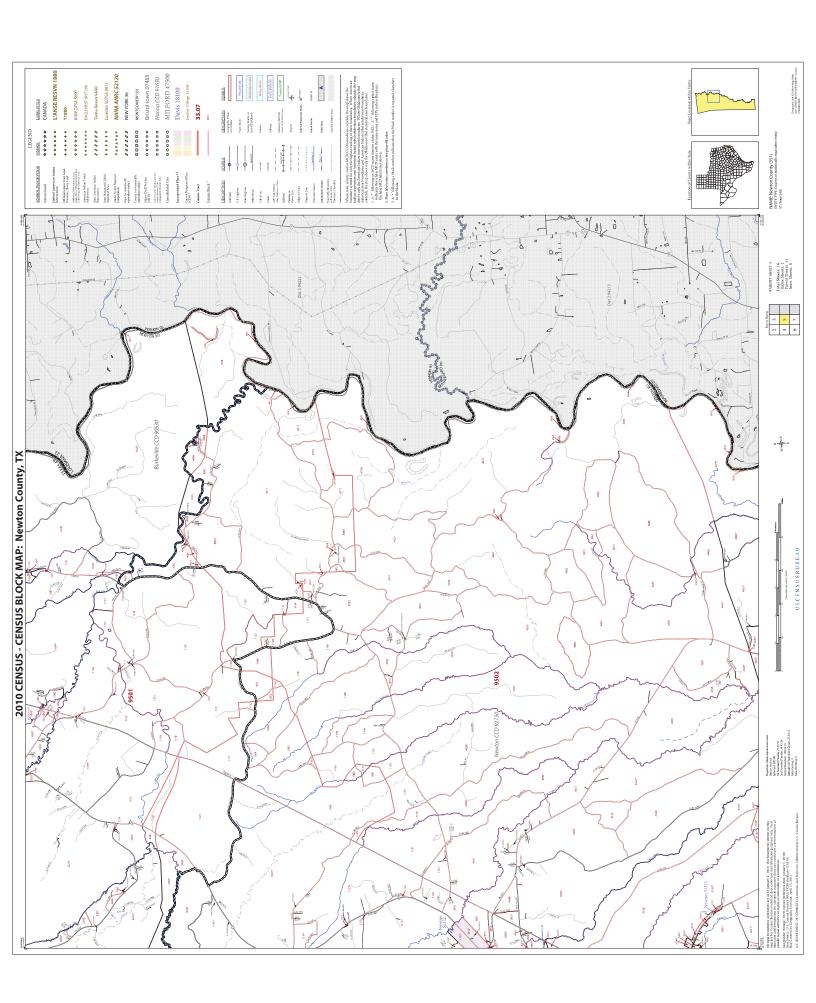


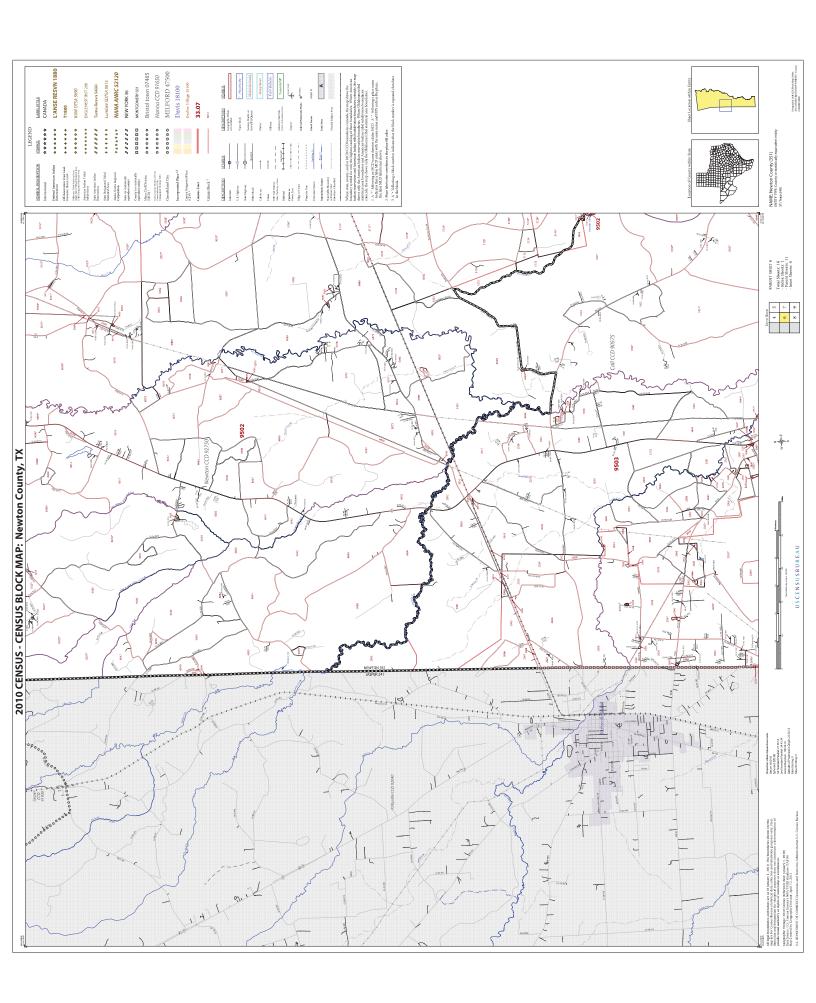


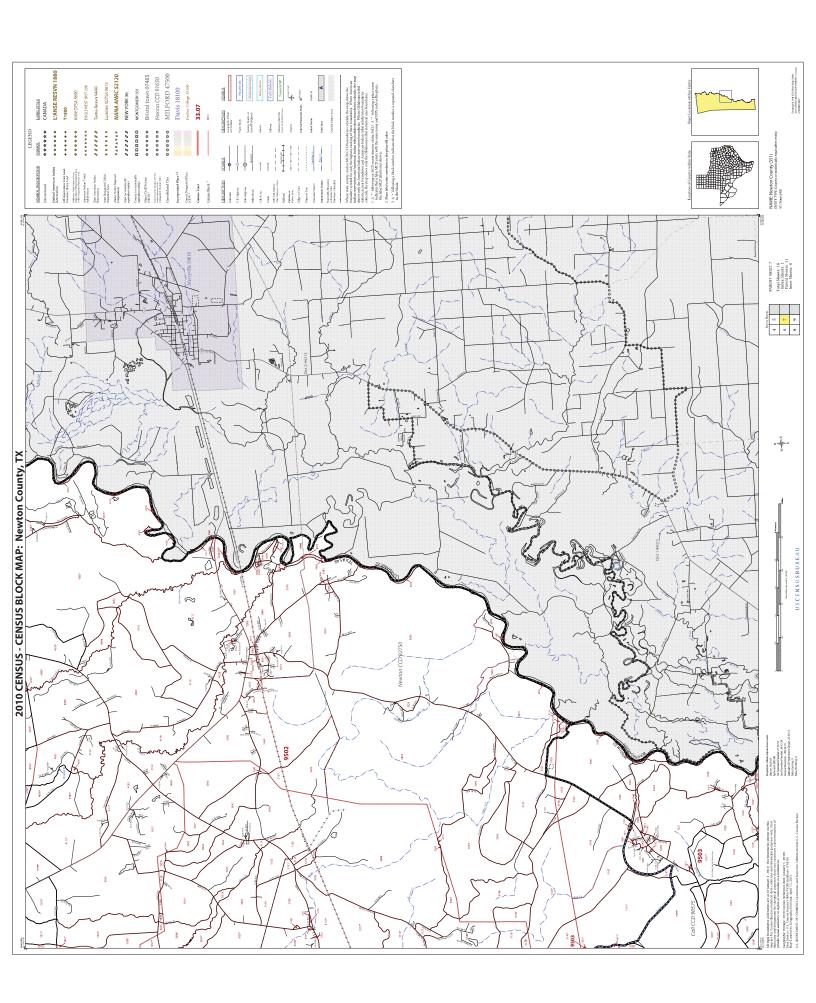


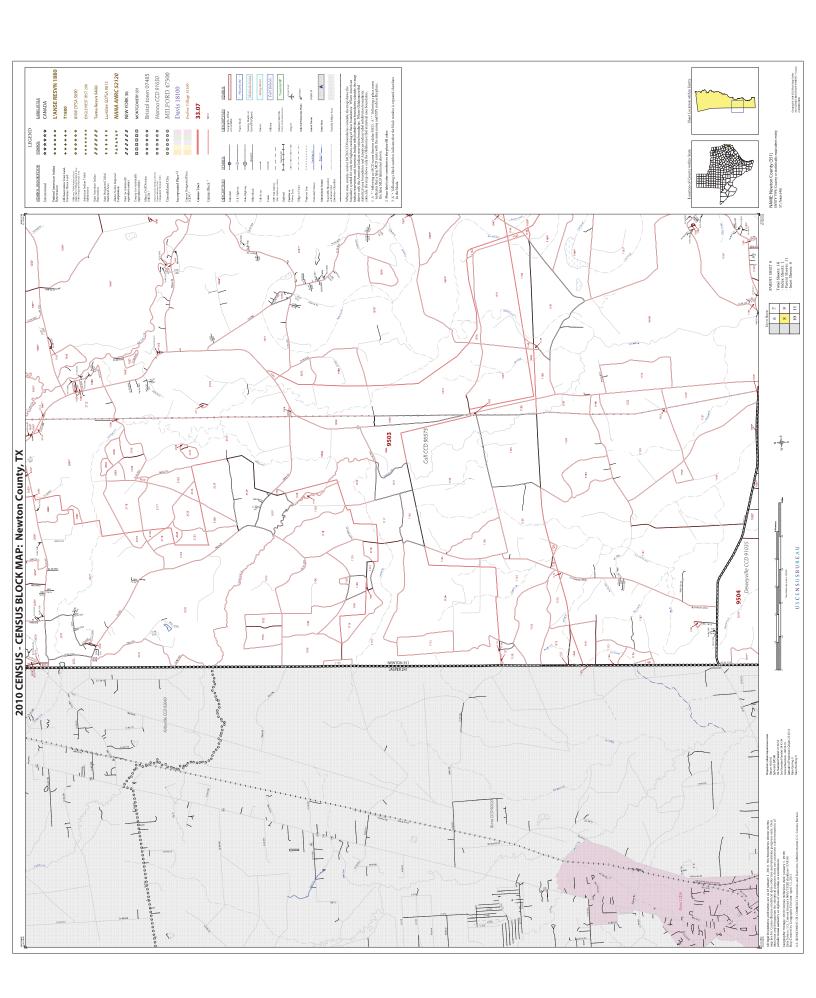


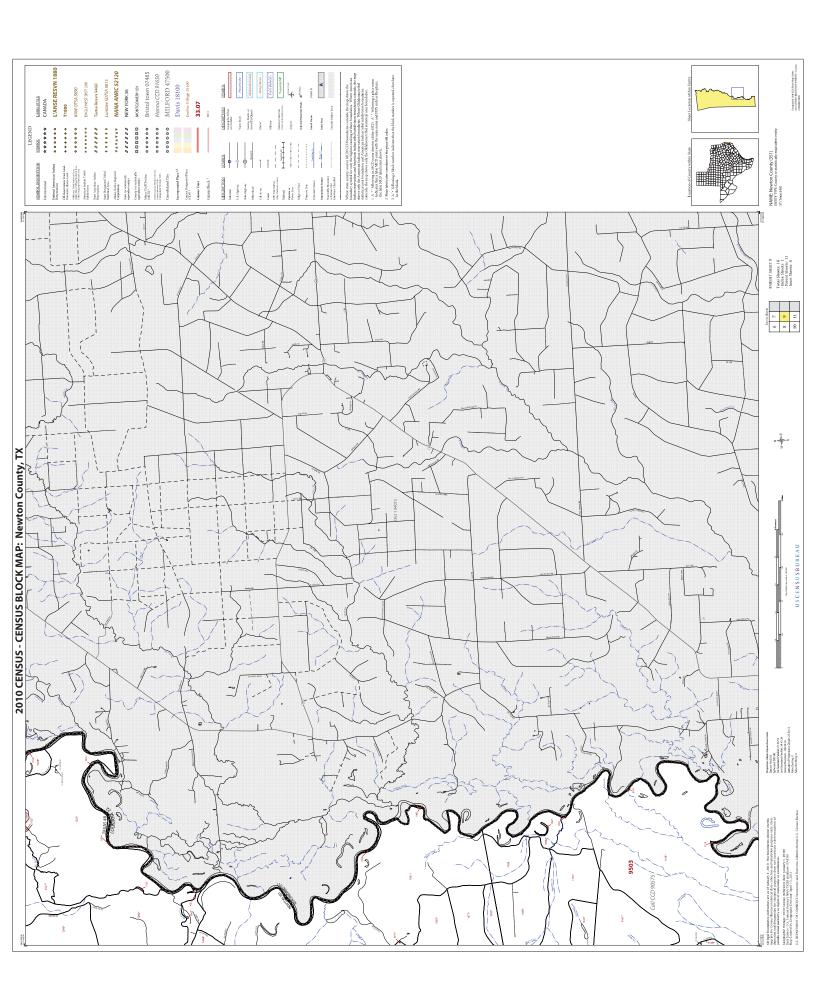


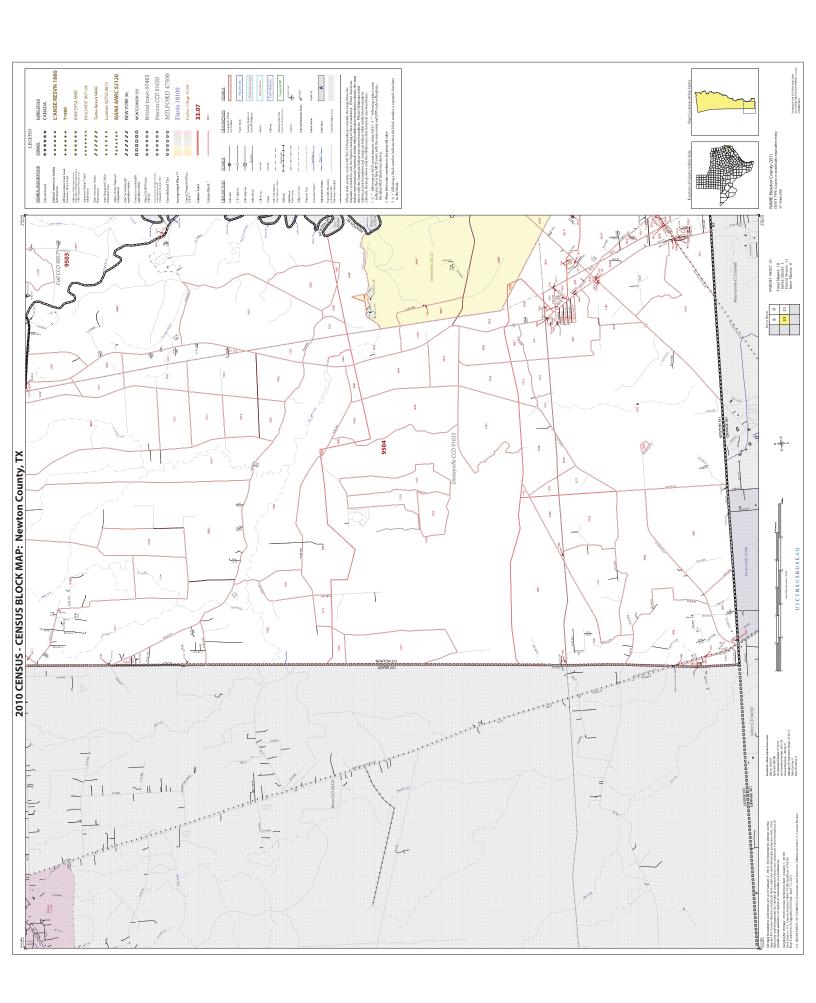


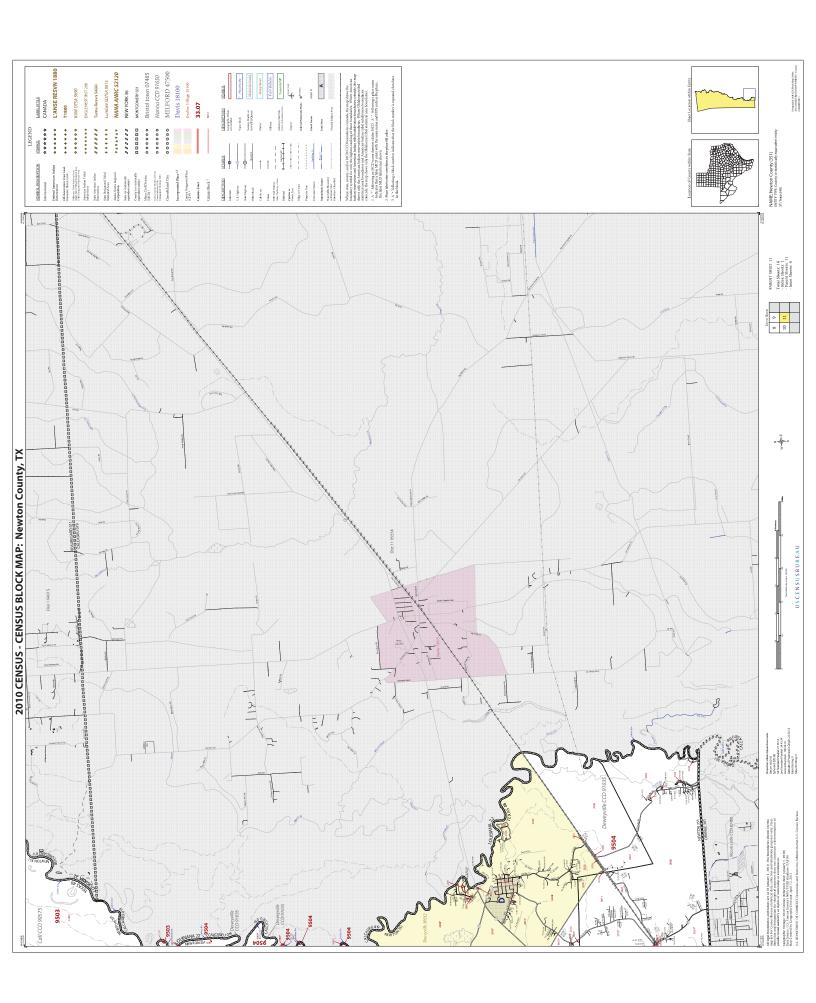


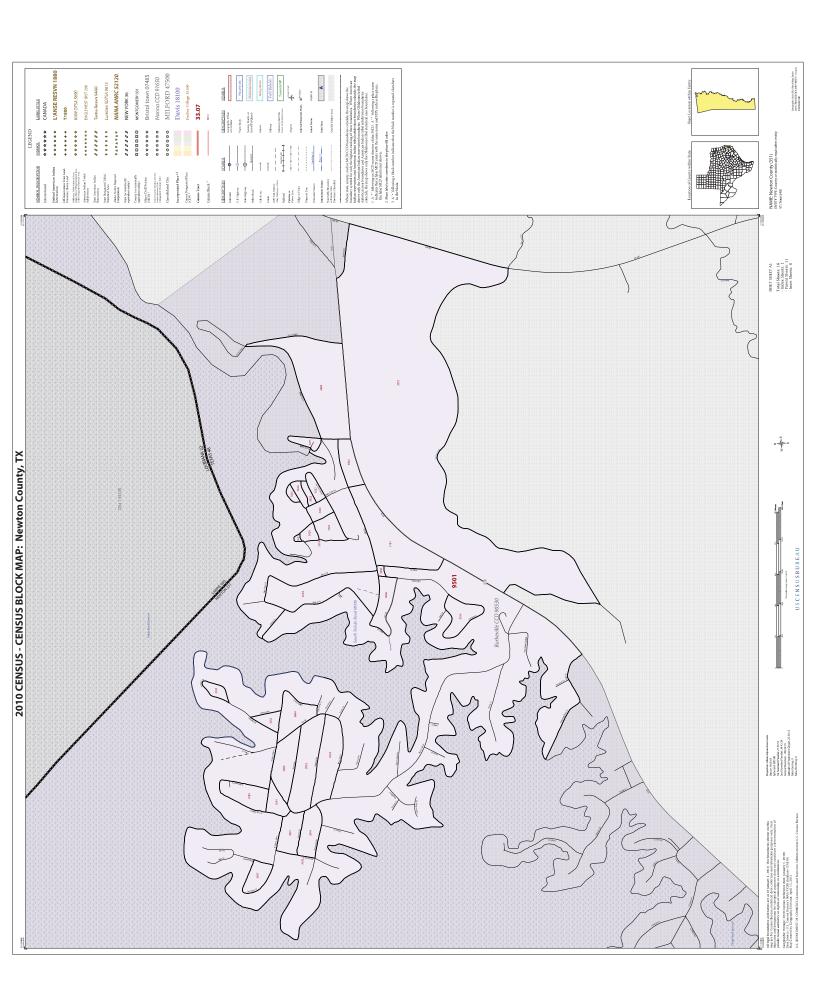


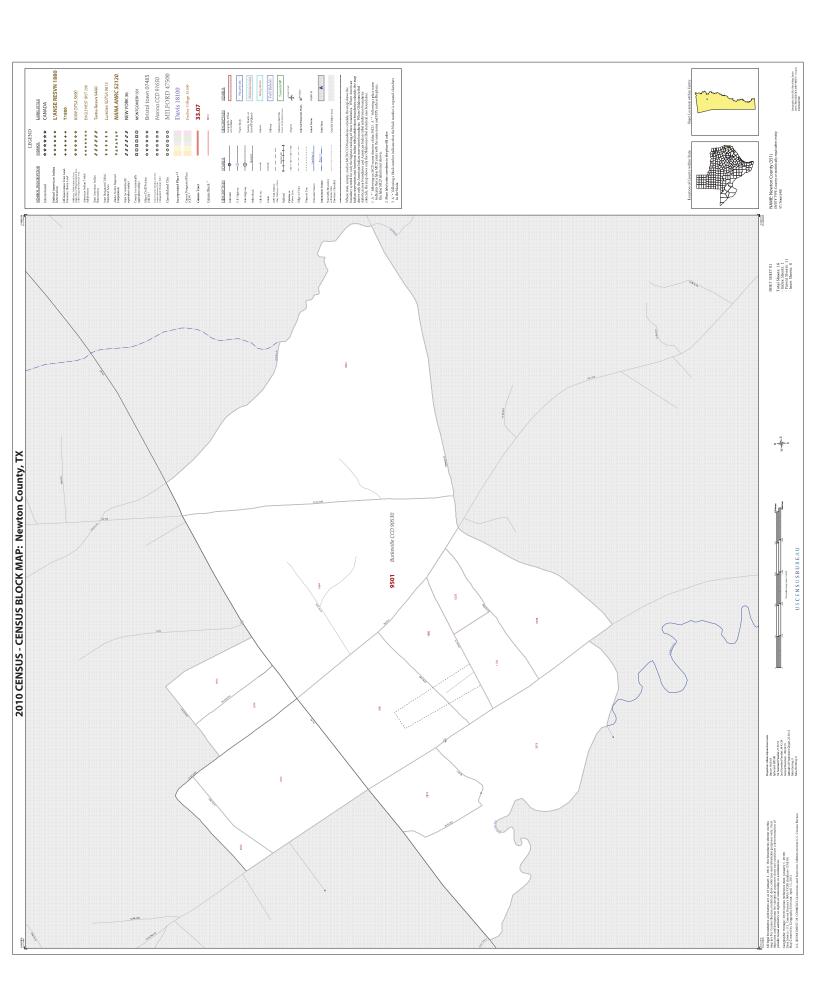




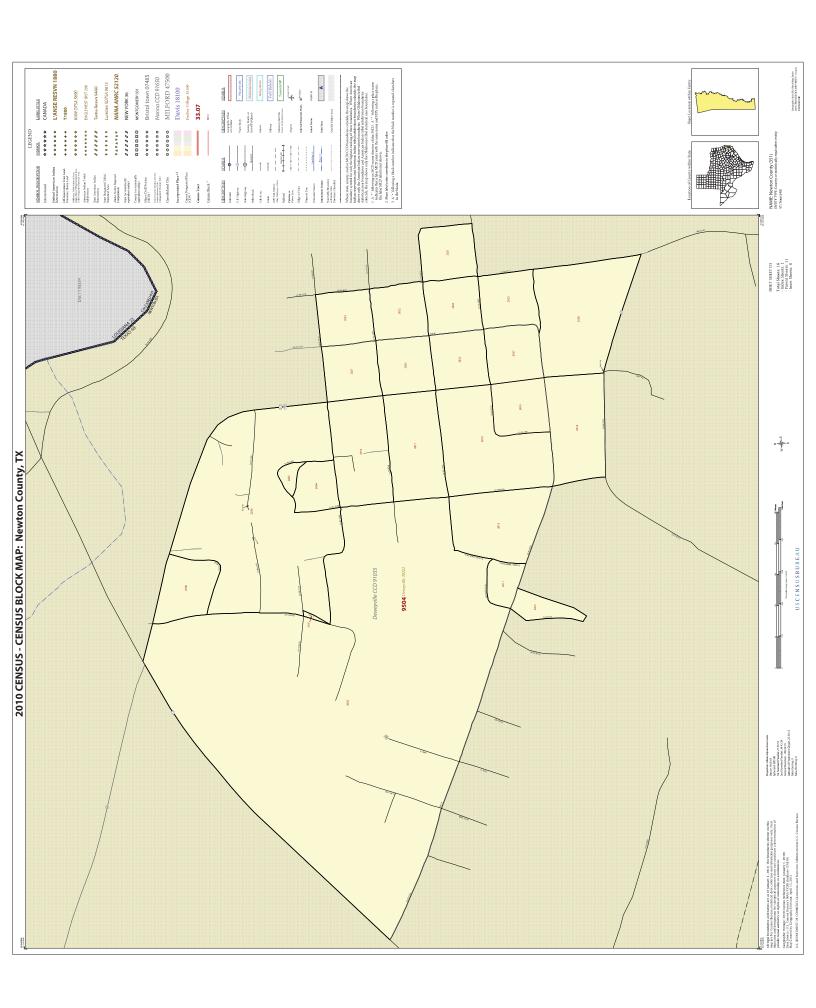












GEOID	geoname	stusab	countyname	state	county	tract	blkgrp	low	lowmod	LMMI	lowmoduniv	lowmod_pct
483519501001	Block Group 1, Census Tract 9501, Newton County, Texas	TX	<b>Newton County</b>	48	351	950100	1	180	225	285	610	0.3689
483519501002	Block Group 2, Census Tract 9501, Newton County, Texas	TX	<b>Newton County</b>	48	351	950100	2	430	505	535	775	0.6516
483519501003	Block Group 3, Census Tract 9501, Newton County, Texas	TX	<b>Newton County</b>	48	351	950100	3	360	475	760	965	0.4922
483519502001	Block Group 1, Census Tract 9502, Newton County, Texas	TX	<b>Newton County</b>	48	351	950200	1	250	495	585	1125	0.44
483519502002	Block Group 2, Census Tract 9502, Newton County, Texas	TX	<b>Newton County</b>	48	351	950200	2	515	730	850	960	0.7604
483519502003	Block Group 3, Census Tract 9502, Newton County, Texas	TX	<b>Newton County</b>	48	351	950200	3	145	350	605	1080	0.3241
483519502004	Block Group 4, Census Tract 9502, Newton County, Texas	TX	<b>Newton County</b>	48	351	950200	4	100	130	165	385	0.3377
483519502005	Block Group 5, Census Tract 9502, Newton County, Texas	TX	<b>Newton County</b>	48	351	950200	5	465	475	770	1045	0.4545
483519502006	Block Group 6, Census Tract 9502, Newton County, Texas	TX	<b>Newton County</b>	48	351	950200	6	90	90	185	390	0.2308
483519503001	Block Group 1, Census Tract 9503, Newton County, Texas	TX	<b>Newton County</b>	48	351	950300	1	260	315	520	1035	0.3043
483519503002	Block Group 2, Census Tract 9503, Newton County, Texas	TX	<b>Newton County</b>	48	351	950300	2	250	535	805	1320	0.4053
483519504001	Block Group 1, Census Tract 9504, Newton County, Texas	TX	<b>Newton County</b>	48	351	950400	1	85	395	405	1060	0.3726
483519504002	Block Group 2, Census Tract 9504, Newton County, Texas	TX	<b>Newton County</b>	48	351	950400	2	225	245	625	1445	0.1696
483519504003	Block Group 3, Census Tract 9504, Newton County, Texas	TX	<b>Newton County</b>	48	351	950400	3	70	320	555	1645	0.1945

## NEWTON COUNTY, TEXAS

#### AREA HOUSING INVENTORY AND ANALYSIS

#### 2013 American Community Survey

#### **Newton County, Texas**

Total housing units

7,139

Source: 2009-2013 American Community Survey 5-Year Estimates

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#### Popular tables for this geography:

#### 2013 American Community Survey

- . Selected Housing Characteristics (Occupied or Vacant, Year Built, Rooms, Own or Rent, Home Value, ...)
- · Financial Characteristics (Household Income, Monthly Housing Costs, Own or Rent, ...)
- Occupancy Characteristics (Household Size, Age of Householder, Family Type, Children, ...)
- Physical Housing Characteristics for Occupied Housing Units (Units, Year Built, Rooms, Vehicles, ...)

#### 2010 Census

- General Housing Characteristics (Occupied or Vacant, Own or Rent, Race, ...)
- . Tenure, Household Size, and Age of Householder
- Compare Census Tracts for Housing Information
- Compare Cities and Town for Housing Information

#### 2013 Population Estimates Program

Annual Estimates of Housing Units

#### Census 2000

- General Housing Characteristics (Occupied or Vacant, Own or Rent, Race, ...)
- . Tenure, Household Size, and Age of Householder
- . Want more? Need help? Use Guided Search or visit Census.gov's Quick Facts.

#### **Annual Estimates of Housing Units**

	A	pril 1, 2010	Housing Unit Estimate (as of July 1)					
Geography	Census	Estimates Base	2010	2011	2012	2013		
Newton County, Texas	7,142	7,142	7,139	7,122	7,109	7,098		

#### **Selected Housing Characteristics**

	Newton County, Texas						
Subject	Estimate	Margin of Error	Percent	Percent Margin of Error			
HOUSING OCCUPANCY				-			
Total housing units	7,139	+/-87	7,139	(X)			
Occupied housing units	4,865	+/-295	68.1%	+/-3.9			
Vacant housing units	2,274	+/-274	31.9%	+/-3.9			
Homeowner vacancy rate	1.4	+/-1.1	(X)	(X)			
Rental vacancy rate	11.0	+/-8.5	(X)	(X)			
UNITS IN STRUCTURE							
Total housing units	7,139	+/-87	7,139	(X)			
1-unit, detached	5,072	+/-268	71.0%	+/-3.5			
1-unit, attached	31	+/-27	0.4%	+/-0.4			
2 units	103	+/-54	1.4%	+/-0.8			
3 or 4 units	43	+/-47	0.6%	+/-0.7			
5 to 9 units	0	+/-20	0.0%	+/-0.5			
10 to 19 units	24	+/-26	0.3%	+/-0.4			
20 or more units	4	+/-7	0.1%	+/-0.1			
Mobile home	1,830	+/-248	25.6%	+/-3.5			
Boat, RV, van, etc.	32	+/-44	0.4%	+/-0.6			

#### **Financial Characteristics**

<b>^</b>	Newton County, Texas								
	100000000000000000000000000000000000000	ed housing units	Owner-or	ccupied housing units	Renter-o	ccupied housing units			
50 of 50 Subject	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error			
Occupied housing units	4,865	+/-295	3,737	+/-275	1,128	+/-223			
HOUSEHOLD INCOME IN THE PAST 12 MONTHS (IN 2013 INFLATION-ADJUSTED DOLLARS)					***************************************				
Less than \$5,000	4.1%	+/-2.0	4.0%	+/-2.1	4.3%	+/-3.4			
\$5,000 to \$9,999	4.3%	+/-2.1	2.5%	+/-2.1	10.5%	+/-5.9			
\$10,000 to \$14,999	8.2%	+/-3.1	5.1%	+/-2.4	18.4%	+/-10.0			
\$15,000 to \$19,999	9.3%	+/-2.9	7.7%	+/-2.8	14.6%	+/-8.3			
\$20,000 to \$24,999	7.0%	+/-2.1	6.9%	+/-2.1	7.4%	+/-5.5			
\$25,000 to \$34,999	11.9%	+/-3.0	11.9%	+/-3.4	11.8%	+/-7.0			
\$35,000 to \$49,999	18.0%	+/-4.2	17.4%	+/-3.9	20.1%	+/-10.6			
\$50,000 to \$74,999	14.0%	+/-3.1	17.3%	+/-4.1	2.7%	+/-2.4			
\$75,000 to \$99,999	13.1%	+/-3.6	14.3%	+/-4.0	9.1%	+/-6.1			
\$100,000 to \$149,999	5.5%	+/-1.5	7.1%	+/-2.0	0.3%	+/-0.4			
\$150,000 or more	4.6%	+/-2.1	5.9%	+/-2.7	0.5%	+/-1.5			
Median household income (dollars)	37,246	+/-5,307	46,596	+/-2,698	21,085	+/-7,404			

### **Occupancy Characteristics**

	Newton County, Texas									
	Occupied	Owner-occu	pied housing units	Renter-occupied housing u						
Subject	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error				
Subject Occupied housing units	4,865	+/-295	3,737	+/-275	1,128	+/-223				
HOUSEHOLD SIZE										
1-person household	28.5%	+/-4.0	23.0%	+/-4.2	46.6%	+/-12.1				
2-person household	41.2%	+/-4.3	45.7%	+/-4.5	26.5%	+/-12.2				
3-person household	16.4%	+/-3.9	17.1%	+/-4.3	14.3%	+/-7.6				
4-or-more-person household	13.8%	+/-3.1	14.2%	+/-3.5	12.6%	+/-6.7				
OCCUPANTS PER ROOM										
1.00 or less occupants per room	97.0%	+/-2.0	96.2%	+/-2.6	99.7%	+/-0.4				
1.01 to 1.50 occupants per room	2.6%	+/-1.7	3.3%	+/-2.2	0.3%	+/-0.4				
1.51 or more occupants per room	0.4%	+/-0.6	0.5%	+/-0.8	0.0%	+/-3.3				
THE STATE OF THE S			Company Contract or company		The second secon					

## **Physical Housing Characteristics**

	Newton County, Texas							
	Occupie	d housing units	Owner-occu	pied housing units	Renter-occu	pied housing units		
Subject	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	Margin of Error		
Occupied housing units	4,865	+/-295	3,737	+/-275	1,128	+/-223		
UNITS IN STRUCTURE								
1, detached	70.2%	+/-3.8	74.5%	+/-4.9	55.9%	+/-10.7		
1, attached	0.6%	+/-0.5	0.6%	+/-0.6	0.8%	+/-0.9		
2 apartments	1.4%	+/-0.8	0.0%	+/-1.0	6.2%	+/-3.7		
3 or 4 apartments	0.9%	+/-1.0	0.0%	+/-1.0	3.8%	+/-4.2		
5 to 9 apartments	0.0%	+/-0.8	0.0%	+/-1.0	0.0%	+/-3.3		
10 or more apartments	0.4%	+/-0.4	0.0%	+/-1.0	1.7%	+/-1.9		
Mobile home or other type of housing	26.5%	+/-3.8	24.9%	+/-4.8	31.6%	+/-10.2		
YEAR STRUCTURE BUILT								
2010 or later	2.8%	+/-1.6	3.0%	+/-1.9	2.1%	+/-2.4		
2000 to 2009	11.7%	+/-2.8	13.1%	+/-3.2	7.0%	+/-4.8		
1980 to 1999	34.8%	+/-4.9	35.2%	+/-5.2	33.4%	+/-9.6		
1960 to 1979	35.0%	+/-4.3	33.4%	+/-4.8	40.1%	+/-9.7		
1940 to 1959	12.1%	+/-3.2	12.7%	+/-3.6	10.2%	+/-7.1		
1939 or earlier	3.6%	+/-2.0	2.5%	+/-1.5	7.2%	+/-6.3		
ROOMS								
1 room	0.8%	+/-0.7	0.0%	+/-1.0	3.4%	+/-3.3		
2 or 3 rooms	4.6%	+/-1.7	2.2%	+/-1.3	12.6%	+/-6.5		
4 or 5 rooms	50.9%	+/-4.9	46.0%	+/-5.4	66.9%	+/-9.8		
6 or 7 rooms	34.9%	+/-4.2	40.5%	+/-5.5	16.3%	+/-7.1		
8 or more rooms	8.9%	+/-3.1	11.3%	+/-3.8	0.8%	+/-1.4		

Affordability Data	
Newton County Comprehensive Affordability Data (CHAS) (Download .PDF)	
CHAS Data Extraction Tool Link ☑	
HUD Housing Affordability Data System Link ਔ	
Census Data (Link)	

Back to Main

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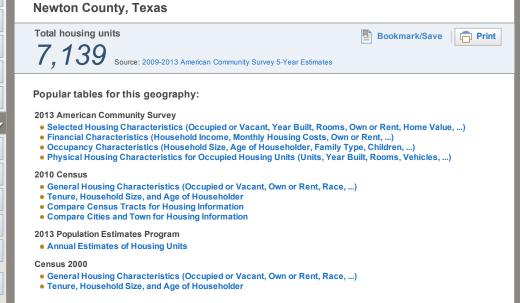
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United States Census Bureau

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## U.S. Census Bureau



#### **PEPANNHU**

Annual Estimates of Housing Units for the United States, Regions, Divisions, States, and Counties: April 1, 2010 to July 1, 2013

2013 Population Estimates

Geography	April 1, 2010		Housing Unit Estimate (as of July 1)				
	Census	Estimates Base	2010	2011	2012		
Newton County, Texas	7,142	7,142	7,139	7,122	7,109		

Geography	Housing Unit Estimate (as of July 1) 2013
Newton County, Texas	7,098

Note: The estimates are based on the 2010 Census and reflect changes to the April 1, 2010 housing units due to the Count Question Resolution program and geographic program revisions. All geographic boundaries for the 2013 housing unit estimates series are as of January 1, 2013. For the housing unit estimates methodology statement, see <a href="http://www.census.gov/popest/methodology/index.html">http://www.census.gov/popest/methodology/index.html</a>. Suggested Citation:

Annual Estimates of Housing Units for the United States, Regions, Divisions, States, and Counties: April 1, 2010 to July 1, 2013

Source: U.S. Census Bureau, Population Division

Release Date: May 2014



#### DP04

#### SELECTED HOUSING CHARACTERISTICS

#### 2009-2013 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject		Newton County, Texas							
	Estimate	Margin of Error	Percent	Percent Margin of Error					
HOUSING OCCUPANCY				2.10.					
Total housing units	7,139	+/-87	7,139	(X)					
Occupied housing units	4,865	+/-295	68.1%	+/-3.9					
Vacant housing units	2,274	+/-274	31.9%	+/-3.9					
Homeowner vacancy rate	1.4	+/-1.1	(X)	(X)					
Rental vacancy rate	11.0	+/-8.5	(X)	(X)					
UNITS IN STRUCTURE									
Total housing units	7,139	+/-87	7,139	(X)					
1-unit, detached	5,072	+/-268	71.0%	+/-3.5					
1-unit, attached	31	+/-27	0.4%	+/-0.4					
2 units	103	+/-54	1.4%	+/-0.8					
3 or 4 units	43	+/-47	0.6%	+/-0.7					
5 to 9 units	0	+/-20	0.0%	+/-0.5					
10 to 19 units	24	+/-26	0.3%	+/-0.4					
20 or more units	4	+/-7	0.1%	+/-0.1					
Mobile home	1,830	+/-248	25.6%	+/-3.5					
Boat, RV, van, etc.	32	+/-44	0.4%	+/-0.6					
YEAR STRUCTURE BUILT									
Total housing units	7,139	+/-87	7,139	(X)					
Built 2010 or later	163	+/-90	2.3%	+/-1.3					
Built 2000 to 2009	765	+/-168	10.7%	+/-2.3					
Built 1990 to 1999	1,080	+/-180	15.1%	+/-2.5					
Built 1980 to 1989	1,373	+/-255	19.2%	+/-3.5					
Built 1970 to 1979	1,359	+/-212	19.0%	+/-3.0					
Built 1960 to 1969	1,214	+/-212	17.0%	+/-3.0					
Built 1950 to 1959	636	+/-187	8.9%	+/-2.6					
Built 1940 to 1949	257	+/-102	3.6%	+/-1.4					
Built 1939 or earlier	292	+/-121	4.1%	+/-1.7					
ROOMS									
Total housing units	7,139	+/-87	7,139	(X)					
1 room	71	+/-47	1.0%	+/-0.7					
2 rooms	95	+/-54	1.3%	+/-0.8					

Subject		Newton County,		
	Estimate	Margin of Error	Percent	Percent Margin of Error
3 rooms	329	+/-110	4.6%	+/-1.6
4 rooms	1,662	+/-261	23.3%	+/-3.6
5 rooms	2,357	+/-278	33.0%	+/-3.9
6 rooms	1,503	+/-223	21.1%	+/-3.1
7 rooms	607	+/-140	8.5%	+/-2.0
8 rooms	392	+/-138	5.5%	+/-1.9
9 rooms or more	123	+/-63	1.7%	+/-0.9
Median rooms	5.1	+/-0.1	(X)	(X)
EDROOMS				
Total housing units	7,139	+/-87	7,139	(X)
No bedroom	71	+/-47	1.0%	+/-0.7
1 bedroom	332	+/-111	4.7%	+/-1.6
2 bedrooms	2,996	+/-279	42.0%	+/-3.9
3 bedrooms	3,022	+/-260	42.3%	+/-3.5
4 bedrooms	617	+/-155	8.6%	+/-2.2
5 or more bedrooms	101	+/-59	1.4%	+/-0.8
o of more boardonia	101	+/-59	1.470	+/-0.6
OUSING TENURE				
Occupied housing units	4,865	+/-295	4,865	(X)
Owner-occupied	3,737	+/-275	76.8%	+/-4.1
Renter-occupied	1,128	+/-223	23.2%	+/-4.1
Average household size of owner-occupied unit	3.05	+/-0.20	(X)	(X)
Average household size of renter-occupied unit	2.26	+/-0.28	(X)	(X
•		.,	()	()
EAR HOUSEHOLDER MOVED INTO UNIT				
Occupied housing units	4,865	+/-295	4,865	(X)
Moved in 2010 or later	576	+/-165	11.8%	+/-3.3
Moved in 2000 to 2009	1,842	+/-285	37.9%	+/-4.9
Moved in 1990 to 1999	1,015	+/-181	20.9%	+/-3.6
Moved in 1980 to 1989	597	+/-141	12.3%	+/-2.9
Moved in 1970 to 1979	565	+/-145	11.6%	+/-2.5
Moved in 1969 or earlier	270	+/-89	5.5%	+/-1.8
ÆHICLES AVAILABLE				
Occupied housing units	4.005	. / 205	4.005	()/
No vehicles available	4,865	+/-295	4,865	(X)
1 vehicle available	90	+/-45	1.8%	+/-0.9
2 vehicles available	1,720	+/-224	35.4%	+/-3.9
3 or more vehicles available	2,046	+/-239	42.1%	+/-4.3
3 of filore verticles available	1,009	+/-189	20.7%	+/-3.7
OUSE HEATING FUEL				
Occupied housing units	4,865	+/-295	4,865	(X)
Utility gas	471	+/-112	9.7%	+/-2.3
Bottled, tank, or LP gas	500	+/-148	10.3%	+/-3.1
Electricity	3,712	+/-326	76.3%	+/-3.6
Fuel oil, kerosene, etc.	8	+/-12	0.2%	+/-0.3
Coal or coke	0	+/-20	0.0%	+/-0.8
Wood	127	+/-50	2.6%	+/-1.1
Solar energy	0	+/-20	0.0%	+/-0.8
Other fuel	14	+/-15	0.3%	+/-0.3
No fuel used	33	+/-46	0.7%	+/-0.9
ELECTED CHARACTERISTICS				
Occupied housing units	1 965	1/205	1 OCF	/V
Lacking complete plumbing facilities	4,865	+/-295	4,865	(X
Lacking complete plumbing facilities	0	+/-20	0.0%	+/-0.8
Lacking complete kitchen facilities	0	+/-20	0.0%	+/-0.8

Subject				
	Estimate	Margin of Error	Percent	Percent Margin of Error
OCCUPANTS PER ROOM				
	4.005	/ 005	4.005	0.0
Occupied housing units 1.00 or less	4,865	+/-295	4,865	(X)
	4,720	+/-288	97.0%	+/-2.0
1.01 to 1.50	126	+/-87	2.6%	+/-1.7
1.51 or more	19	+/-28	0.4%	+/-0.6
VALUE				
Owner-occupied units	3,737	+/-275	3,737	(X)
Less than \$50,000	945	+/-182	25.3%	+/-4.5
\$50,000 to \$99,999	1,283	+/-208	34.3%	+/-5.1
\$100,000 to \$149,999	719	+/-137	19.2%	+/-3.3
\$150,000 to \$199,999	306	+/-112	8.2%	+/-2.9
\$200,000 to \$299,999	339	+/-126	9.1%	+/-3.4
\$300,000 to \$499,999	127	+/-77	3.4%	+/-2.0
\$500,000 to \$999,999	11	+/-13	0.3%	+/-0.3
\$1,000,000 or more	7	+/-11	0.2%	+/-0.3
Median (dollars)	77,500	+/-8,979	(X)	(X)
MORTGAGE STATUS				
Owner-occupied units	3,737	+/-275	3,737	()()
Housing units with a mortgage	•			(X)
Housing units without a mortgage	1,311	+/-257	35.1%	+/-6.3
Housing units without a mortgage	2,426	+/-287	64.9%	+/-6.3
SELECTED MONTHLY OWNER COSTS (SMOC)				
Housing units with a mortgage	1,311	+/-257	1,311	(X)
Less than \$300	8	+/-12	0.6%	+/-1.0
\$300 to \$499	7	+/-11	0.5%	+/-0.9
\$500 to \$699	167	+/-90	12.7%	+/-5.9
\$700 to \$999	464	+/-135	35.4%	+/-7.8
\$1,000 to \$1,499	402	+/-132	30.7%	+/-9.1
\$1,500 to \$1,999	162	+/-93	12.4%	+/-6.4
\$2,000 or more	101	+/-73	7.7%	+/-5.5
Median (dollars)	1,009	+/-90	(X)	(X)
Housing units without a mortgage	2,426	+/-287	2,426	(X)
Less than \$100	30	+/-22	1.2%	+/-0.9
\$100 to \$199	287	+/-111	11.8%	+/-4.1
\$200 to \$299	781	+/-194	32.2%	+/-7.1
\$300 to \$399	551	+/-194	22.7%	+/-7.1
\$400 or more	777	+/-145	32.0%	+/-5.5
Median (dollars)	317	+/-175	(X)	+/-6.5 (X)
	317	1/24	(//)	(//)
SELECTED MONTHLY OWNER COSTS AS A				
PERCENTAGE OF HOUSEHOLD INCOME (SMOCAPI) Housing units with a mortgage (excluding units where	1,302	+/-256	1,302	(X)
SMOCAPI cannot be computed)				` '
Less than 20.0 percent	542	+/-143	41.6%	+/-8.7
20.0 to 24.9 percent	137	+/-68	10.5%	+/-4.8
25.0 to 29.9 percent	162	+/-72	12.4%	+/-5.1
30.0 to 34.9 percent	64	+/-38	4.9%	+/-2.9
35.0 percent or more	397	+/-147	30.5%	+/-8.7
Not computed	9	+/-14	(X)	(X)
Housing unit without a mortgage (excluding units where SMOCAPI cannot be computed)	2,394	+/-297	2,394	(X)
Less than 10.0 percent	1,222	+/-246	51.0%	+/-6.3
10.0 to 14.9 percent	474	+/-129	19.8%	+/-5.3
15.0 to 19.9 percent	238	+/-88	9.9%	+/-3.5

Subject	Newton County, Texas					
	Estimate	Margin of Error	Percent	Percent Margin of Error		
20.0 to 24.9 percent	144	+/-57	6.0%	+/-2.4		
25.0 to 29.9 percent	50	+/-37	2.1%	+/-1.6		
30.0 to 34.9 percent	105	+/-71	4.4%	+/-2.8		
35.0 percent or more	161	+/-67	6.7%	+/-2.9		
Not computed	32	+/-33	(X)	(X)		
GROSS RENT						
Occupied units paying rent	669	+/-192	669	(X)		
Less than \$200	77	+/-58	11.5%	+/-8.4		
\$200 to \$299	53	+/-41	7.9%	+/-6.1		
\$300 to \$499	183	+/-97	27.4%	+/-12.4		
\$500 to \$749	248	+/-123	37.1%	+/-14.7		
\$750 to \$999	68	+/-58	10.2%	+/-7.3		
\$1,000 to \$1,499	40	+/-44	6.0%	+/-6.6		
\$1,500 or more	0	+/-20	0.0%	+/-5.4		
Median (dollars)	522	+/-150	(X)	(X)		
No rent paid	459	+/-150	(X)	(X)		
GROSS RENT AS A PERCENTAGE OF HOUSEHOLD INCOME (GRAPI)						
Occupied units paying rent (excluding units where GRAPI cannot be computed)	645	+/-187	645	(X)		
Less than 15.0 percent	118	+/-65	18.3%	+/-9.9		
15.0 to 19.9 percent	46	+/-47	7.1%	+/-7.4		
20.0 to 24.9 percent	165	+/-118	25.6%	+/-14.3		
25.0 to 29.9 percent	103	+/-77	16.0%	+/-11.5		
30.0 to 34.9 percent	68	+/-61	10.5%	+/-8.3		
35.0 percent or more	145	+/-83	22.5%	+/-12.7		
Not computed	483	+/-146	(X)	(X)		

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

The median gross rent excludes no cash renters.

In prior years, the universe included all owner-occupied units with a mortgage. It is now restricted to include only those units where SMOCAPI is computed, that is, SMOC and household income are valid values.

In prior years, the universe included all owner-occupied units without a mortgage. It is now restricted to include only those units where SMOCAPI is computed, that is, SMOC and household income are valid values.

In prior years, the universe included all renter-occupied units. It is now restricted to include only those units where GRAPI is computed, that is, gross rent and household Income are valid values.

Median calculations for base table sourcing VAL, MHC, SMOC, and TAX should exclude zero values.

The 2007, 2008, 2009, 2010, 2011, 2012, and 2013 plumbing data for Puerto Rico will not be shown. Research indicates that the questions on plumbing facilities that were introduced in 2008 in the stateside American Community Survey and the 2008 Puerto Rico Community Survey may not have been appropriate for Puerto Rico.

Telephone service data are not available for certain geographic areas due to problems with data collection. See Errata Note #93 for details.

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Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2009-2013 5-Year American Community Survey

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S2503

#### FINANCIAL CHARACTERISTICS

#### 2009-2013 American Community Survey 5-Year Estimates

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Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Newton County, Texas						
	Occupied ho	using units	Owner-occupied	housing units	Renter-occupied housing units		
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate		
Occupied housing units	4,865	+/-295	3,737	+/-275	1,128		
HOUSEHOLD INCOME IN THE PAST 12 MONTHS (IN 2013 INFLATION-ADJUSTED DOLLARS)							
Less than \$5,000	4.1%	+/-2.0	4.0%	+/-2.1	4.3%		
\$5,000 to \$9,999	4.3%	+/-2.1	2.5%	+/-2.1	10.5%		
\$10,000 to \$14,999	8.2%	+/-3.1	5.1%	+/-2.4	18.4%		
\$15,000 to \$19,999	9.3%	+/-2.9	7.7%	+/-2.8	14.6%		
\$20,000 to \$24,999	7.0%	+/-2.1	6.9%	+/-2.1	7.4%		
\$25,000 to \$34,999	11.9%	+/-3.0	11.9%	+/-3.4	11.8%		
\$35,000 to \$49,999	18.0%	+/-4.2	17.4%	+/-3.9	20.1%		
\$50,000 to \$74,999	14.0%	+/-3.1	17.3%	+/-4.1	2.7%		
\$75,000 to \$99,999	13.1%	+/-3.6	14.3%	+/-4.0	9.1%		
\$100,000 to \$149,999	5.5%	+/-1.5	7.1%	+/-2.0	0.3%		
\$150,000 or more	4.6%	+/-2.1	5.9%	+/-2.7	0.5%		
Median household income (dollars)	37,246	+/-5,307	46,596	+/-2,698	21,085		
MONTHLY HOUSING COSTS							
Less than \$100	0.6%	+/-0.5	0.8%	+/-0.6	0.0%		
\$100 to \$199	7.5%	+/-2.6	7.7%	+/-2.9	6.8%		
\$200 to \$299	17.3%	+/-3.8	21.1%	+/-4.8	4.7%		
\$300 to \$399	12.2%	+/-3.1	14.9%	+/-4.0	3.1%		
\$400 to \$499	13.1%	+/-3.5	13.1%	+/-4.0	13.1%		
\$500 to \$599	6.0%	+/-1.8	6.0%	+/-2.1	5.7%		
\$600 to \$699	4.4%	+/-1.7	4.0%	+/-1.9	5.7%		
\$700 to \$799	6.6%	+/-2.3	4.7%	+/-1.9	12.9%		
\$800 to \$899	3.8%	+/-1.6	5.0%	+/-2.0	0.2%		
\$900 to \$999	4.5%	+/-2.1	4.7%	+/-2.3	3.6%		
\$1,000 to \$1,499	9.1%	+/-2.8	10.8%	+/-3.4	3.5%		
\$1,500 to \$1,999	3.3%	+/-1.9	4.3%	+/-2.5	0.0%		
\$2,000 or more	2.2%	+/-1.5	2.9%	+/-2.0	0.0%		
No cash rent	9.4%	+/-3.1	(X)	(X)	40.7%		
Median (dollars)	467	+/-31	442	+/-47	522		
MONTHLY HOUSING COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME IN THE PAST 12 MONTHS							

Subject		Newt	on County, Texas			
	Occupied ho	Occupied housing units		Owner-occupied housing units		
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate	
Less than \$20,000	17.9%	+/-3.8	18.1%	+/-4.5	17.0%	
Less than 20 percent	2.4%	+/-1.1	3.0%	+/-1.4	0.6%	
20 to 29 percent	3.2%	+/-1.5	2.9%	+/-1.4	4.0%	
30 percent or more	12.3%	+/-3.6	12.2%	+/-4.0	12.4%	
\$20,000 to \$34,999	18.1%	+/-3.6	18.8%	+/-3.7	15.8%	
Less than 20 percent	10.9%	+/-3.2	13.2%	+/-3.6	3.5%	
20 to 29 percent	3.7%	+/-1.6	2.2%	+/-1.1	8.5%	
30 percent or more	3.5%	+/-1.7	3.5%	+/-1.9	3.8%	
\$35,000 to \$49,999	16.9%	+/-4.0	17.4%	+/-3.9	15.4%	
Less than 20 percent	9.3%	+/-2.8	11.7%	+/-3.6	1.5%	
20 to 29 percent	6.0%	+/-2.5	4.4%	+/-1.7	11.3%	
30 percent or more	1.7%	+/-1.3	1.4%	+/-1.2	2.7%	
\$50,000 to \$74,999	13.5%	+/-3.1	17.3%	+/-4.1	0.7%	
Less than 20 percent	10.5%	+/-2.7	13.5%	+/-3.6	0.7%	
20 to 29 percent	1.3%	+/-0.9	1.7%	+/-1.2	0.0%	
30 percent or more	1.7%	+/-1.2	2.2%	+/-1.6	0.0%	
\$75,000 or more	22.8%	+/-4.1	27.2%	+/-4.6	8.2%	
Less than 20 percent	21.1%	+/-4.1	24.9%	+/-4.6	8.2%	
20 to 29 percent	1.5%	+/-1.1	2.0%	+/-1.4	0.0%	
30 percent or more	0.2%	+/-0.3	0.2%	+/-0.4	0.0%	
Zero or negative income	1.3%	+/-1.0	1.1%	+/-0.9	2.1%	
No cash rent	9.4%	+/-3.1	(X)	(X)	40.7%	

Subject	Newton County, Texas Renter-occupied housing units
	Margin of Error
Occupied housing units	+/-223
HOUSEHOLD INCOME IN THE PAST 12 MONTHS (IN 2013 INFLATION-ADJUSTED DOLLARS)	
Less than \$5,000	+/-3.4
\$5,000 to \$9,999	+/-5.9
\$10,000 to \$14,999	+/-10.0
\$15,000 to \$19,999	+/-8.3
\$20,000 to \$24,999	+/-5.5
\$25,000 to \$34,999	+/-7.0
\$35,000 to \$49,999	+/-10.6
\$50,000 to \$74,999	+/-2.4
\$75,000 to \$99,999	+/-6.1
\$100,000 to \$149,999	+/-0.4
\$150,000 or more	+/-1.5
Median household income (dollars)	+/-7,404
MONTHLY HOUSING COSTS	
Less than \$100	+/-3.3
\$100 to \$199	+/-5.2
\$200 to \$299	+/-3.6
\$300 to \$399	+/-2.4
\$400 to \$499	+/-8.4
\$500 to \$599	+/-4.8
\$600 to \$699	+/-6.0
\$700 to \$799	+/-8.1
\$800 to \$899	+/-0.4
\$900 to \$999	+/-4.2
\$1,000 to \$1,499	+/-3.9
\$1,500 to \$1,999	+/-3.3
\$2,000 or more	+/-3.3
No cash rent	+/-11.5
Median (dollars)	+/-150
MONTHLY HOUSING COSTS AS A PERCENTAGE OF HOUSEHOLD INCOME IN THE PAST 12 MONTHS Less than \$20,000	
Less than 20 percent	+/-8.2
20 to 29 percent	+/-0.7
30 percent or more	+/-3.9
\$20,000 to \$34,999	+/-7.5
Less than 20 percent	+/-3.3
20 to 29 percent	+/-6.2
30 percent or more	+/-3.5
\$35,000 to \$49,999	+/-9.8
Less than 20 percent	+/-9.8
20 to 29 percent	+/-8.0
30 percent or more	+/-4.0
\$50,000 to \$74,999	+/-4.0
Less than 20 percent	+/-1.2
20 to 29 percent	+/-3.3
30 percent or more	+/-3.3
\$75,000 or more	+/-5.7
Less than 20 percent	+/-5.7
20 to 29 percent	+/-3.3
30 percent or more	+/-3.3
•	
Zero or negative income	+/-2.9

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Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2009-2013 5-Year American Community Survey

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S2501

#### OCCUPANCY CHARACTERISTICS

#### 2009-2013 American Community Survey 5-Year Estimates

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Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Newton County, Texas						
	Occupied ho	using units	Owner-occupied housing units		Renter-occupied housing units		
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate		
Occupied housing units	4,865	+/-295	3,737	+/-275	1,128		
HOUSEHOLD SIZE							
1-person household	28.5%	+/-4.0	23.0%	+/-4.2	46.6%		
2-person household	41.2%	+/-4.3	45.7%	+/-4.5	26.5%		
3-person household	16.4%	+/-3.9	17.1%	+/-4.3	14.3%		
4-or-more-person household	13.8%	+/-3.1	14.2%	+/-3.5	12.6%		
OCCUPANTS PER ROOM							
1.00 or less occupants per room	97.0%	+/-2.0	96.2%	+/-2.6	99.7%		
1.01 to 1.50 occupants per room	2.6%	+/-1.7	3.3%	+/-2.2	0.3%		
1.51 or more occupants per room	0.4%	+/-0.6	0.5%	+/-0.8	0.0%		
HOUSEHOLD TYPE (INCLUDING LIVING ALONE) AND AGE OF HOUSEHOLDER							
Family households	68.1%	+/-3.8	74.4%	+/-4.3	47.0%		
Married-couple family	51.5%	+/-4.9	58.8%	+/-5.4	27.2%		
Householder 15 to 34 years	6.7%	+/-2.8	4.9%	+/-2.7	12.9%		
Householder 35 to 64 years	28.3%	+/-3.7	33.3%	+/-4.1	11.6%		
Householder 65 years and over	16.4%	+/-2.4	20.6%	+/-3.1	2.7%		
Other family	16.6%	+/-4.0	15.7%	+/-4.2	19.8%		
Male householder, no wife present	5.2%	+/-2.5	5.6%	+/-2.7	3.6%		
Householder 15 to 34 years	1.4%	+/-1.5	1.8%	+/-1.9	0.0%		
Householder 35 to 64 years	2.5%	+/-1.6	2.2%	+/-1.3	3.6%		
Householder 65 years and over	1.3%	+/-0.9	1.7%	+/-1.2	0.0%		
Female householder, no husband present	11.4%	+/-2.7	10.0%	+/-2.8	16.1%		
Householder 15 to 34 years	3.2%	+/-1.5	1.4%	+/-1.2	9.1%		
Householder 35 to 64 years	5.9%	+/-1.9	5.8%	+/-2.2	6.1%		
Householder 65 years and over	2.4%	+/-1.3	2.9%	+/-1.5	0.9%		
Nonfamily households	31.9%	+/-3.8	25.6%	+/-4.3	53.0%		
Householder living alone	28.5%	+/-4.0	23.0%	+/-4.2	46.6%		
Householder 15 to 34 years	2.7%	+/-1.7	0.5%	+/-0.7	9.8%		
Householder 35 to 64 years	15.5%	+/-3.1	11.3%	+/-3.0	29.3%		
Householder 65 years and over	10.3%	+/-2.6	11.2%	+/-3.1	7.5%		
Householder not living alone	3.4%	+/-1.8	2.5%	+/-2.4	6.4%		
Householder 15 to 34 years	0.9%	+/-0.8	0.0%	+/-1.0	3.8%		

Subject	Newton County, Texas						
	Occupied housing units		Owner-occupied	Renter-occupied housing units			
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate		
Householder 35 to 64 years	2.4%	+/-1.9	2.5%	+/-2.4	2.4%		
Householder 65 years and over	0.1%	+/-0.1	0.1%	+/-0.1	0.2%		
FAMILY TYPE AND PRESENCE OF OWN CHILDREN							
With related children under 18 years	21.6%	+/-3.5	20.9%	+/-3.8	23.7%		
With own children under 18 years	15.8%	+/-3.1	13.9%	+/-3.2	22.0%		
Under 6 years only	3.5%	+/-2.0	2.3%	+/-2.1	7.4%		
Under 6 years and 6 to 17 years	3.3%	+/-1.9	3.5%	+/-2.3	2.5%		
6 to 17 years only	9.0%	+/-2.5	8.1%	+/-2.5	12.1%		
No own children under 18 years	5.8%	+/-2.0	7.0%	+/-2.4	1.7%		
No related children under 18 years	78.4%	+/-3.5	79.1%	+/-3.8	76.3%		

Subject	Newton County, Texas Renter-occupied housing units
	Margin of Error
Occupied housing units	+/-223
HOUSEHOLD SIZE	17 220
1-person household	+/-12.1
2-person household	+/-12.2
3-person household	+/-7.6
4-or-more-person household	+/-6.7
	17 0.1
OCCUPANTS PER ROOM	
1.00 or less occupants per room	+/-0.4
1.01 to 1.50 occupants per room	+/-0.4
1.51 or more occupants per room	+/-3.3
HOUSEHOLD TYPE (INCLUDING LIVING ALONE) AND AGE OF HOUSEHOLDER	
Family households	+/-11.5
Married-couple family	+/-9.7
Householder 15 to 34 years	+/-8.5
Householder 35 to 64 years	+/-6.0
Householder 65 years and over	+/-2.8
Other family	+/-8.7
Male householder, no wife present	+/-5.1
Householder 15 to 34 years	+/-3.3
Householder 35 to 64 years	+/-5.1
Householder 65 years and over	+/-3.3
Female householder, no husband present	+/-6.7
Householder 15 to 34 years	+/-5.5
Householder 35 to 64 years	+/-4.1
Householder 65 years and over	+/-1.4
Nonfamily households	+/-11.5
Householder living alone	+/-12.1
Householder 15 to 34 years	+/-7.4
Householder 35 to 64 years	+/-12.1
Householder 65 years and over	+/-4.4
Householder not living alone	+/-4.0
Householder 15 to 34 years	+/-3.3
Householder 35 to 64 years	+/-2.3
Householder 65 years and over	+/-0.4
FAMILY TYPE AND PRESENCE OF OWN CHILDREN	
With related children under 18 years	+/-8.9
With own children under 18 years	+/-9.0
Under 6 years only	+/-5.4
Under 6 years and 6 to 17 years	+/-2.2
6 to 17 years only	+/-7.5
No own children under 18 years	+/-7.5
No related children under 18 years	+/-8.9
	₹/-0.9

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- 5. An '\*\*\*' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
  - 6. An '\*\*\*\*\* entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
- 7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
  - 8. An '(X)' means that the estimate is not applicable or not available.



S2504

#### PHYSICAL HOUSING CHARACTERISTICS FOR OCCUPIED HOUSING UNITS

2009-2013 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Data and Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities and towns and estimates of housing units for states and counties.

Subject	Newton County, Texas						
	Occupied ho	using units	Owner-occupied housing units		Renter-occupied housing units		
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate		
Occupied housing units	4,865	+/-295	3,737	+/-275	1,128		
UNITS IN STRUCTURE							
1, detached	70.2%	+/-3.8	74.5%	+/-4.9	55.9%		
1, attached	0.6%	+/-0.5	0.6%	+/-0.6	0.8%		
2 apartments	1.4%	+/-0.8	0.0%	+/-1.0	6.2%		
3 or 4 apartments	0.9%	+/-1.0	0.0%	+/-1.0	3.8%		
5 to 9 apartments	0.0%	+/-0.8	0.0%	+/-1.0	0.0%		
10 or more apartments	0.4%	+/-0.4	0.0%	+/-1.0	1.7%		
Mobile home or other type of housing	26.5%	+/-3.8	24.9%	+/-4.8	31.6%		
YEAR STRUCTURE BUILT							
2010 or later	2.8%	+/-1.6	3.0%	+/-1.9	2.1%		
2000 to 2009	11.7%	+/-2.8	13.1%	+/-3.2	7.0%		
1980 to 1999	34.8%	+/-4.9	35.2%	+/-5.2	33.4%		
1960 to 1979	35.0%	+/-4.3	33.4%	+/-4.8	40.1%		
1940 to 1959	12.1%	+/-3.2	12.7%	+/-3.6	10.2%		
1939 or earlier	3.6%	+/-2.0	2.5%	+/-1.5	7.2%		
ROOMS							
1 room	0.8%	+/-0.7	0.0%	+/-1.0	3.4%		
2 or 3 rooms	4.6%	+/-1.7	2.2%	+/-1.3	12.6%		
4 or 5 rooms	50.9%	+/-4.9	46.0%	+/-5.4	66.9%		
6 or 7 rooms	34.9%	+/-4.2	40.5%	+/-5.5	16.3%		
8 or more rooms	8.9%	+/-3.1	11.3%	+/-3.8	0.8%		
BEDROOMS							
No bedroom	0.8%	+/-0.7	0.0%	+/-1.0	3.4%		
1 bedroom	4.0%	+/-1.6	0.9%	+/-0.9	14.5%		
2 or 3 bedrooms	82.8%	+/-3.3	85.3%	+/-3.6	74.6%		
4 or more bedrooms	12.4%	+/-2.8	13.8%	+/-3.5	7.5%		
COMPLETE FACILITIES							
With complete plumbing facilities	100.0%	+/-0.8	100.0%	+/-1.0	100.0%		
With complete kitchen facilities	100.0%	+/-0.8	100.0%	+/-1.0	100.0%		

Subject		Newton County, Texas						
·	Occupied ho	Occupied housing units		Owner-occupied housing units				
	Estimate	Margin of Error	Estimate	Margin of Error	Estimate			
VEHICLES AVAILABLE								
No vehicle available	1.8%	+/-0.9	0.6%	+/-0.6	5.9%			
1 vehicle available	35.4%	+/-3.9	28.9%	+/-4.6	56.8%			
2 vehicles available	42.1%	+/-4.3	45.3%	+/-4.9	31.2%			
3 or more vehicles available	20.7%	+/-3.7	25.2%	+/-4.5	6.0%			
TELEPHONE SERVICE AVAILABLE								
With telephone service	97.3%	+/-1.3	98.8%	+/-0.9	92.5%			
HOUSE HEATING FUEL								
Utility gas	9.7%	+/-2.3	10.2%	+/-2.8	7.9%			
Bottled, tank, or LP gas	10.3%	+/-3.1	11.0%	+/-3.6	7.9%			
Electricity	76.3%	+/-3.6	74.3%	+/-4.6	82.9%			
Fuel oil, kerosene, etc.	0.2%	+/-0.3	0.2%	+/-0.3	0.0%			
Coal or coke	0.0%	+/-0.8	0.0%	+/-1.0	0.0%			
All other fuels	2.9%	+/-1.1	3.5%	+/-1.3	1.0%			
No fuel used	0.7%	+/-0.9	0.8%	+/-1.2	0.4%			

Subject	Newton County, Texas Renter-occupied housing units
	Margin of Error
Occupied housing units UNITS IN STRUCTURE	+/-223
1, detached	+/-10.7
1, attached 2 apartments	+/-0.9
3 or 4 apartments	+/-3.7
· · · · · · · · · · · · · · · · · · ·	+/-4.2
5 to 9 apartments	+/-3.3
10 or more apartments  Mobile home or other type of housing	+/-1.9
Mobile nome of other type of nousing	+/-10.2
YEAR STRUCTURE BUILT	
2010 or later	./2.4
2000 to 2009	+/-2.4
1980 to 1999	+/-4.6
1960 to 1979	+/-9.7
1940 to 1959	+/-9.7
1939 or earlier	+/-7.1
	+/-0.5
ROOMS	
1 room	+/-3.3
2 or 3 rooms	+/-6.5
4 or 5 rooms	+/-9.8
6 or 7 rooms	+/-7.1
8 or more rooms	+/-1.4
	.,
BEDROOMS	
No bedroom	+/-3.3
1 bedroom	+/-6.5
2 or 3 bedrooms	+/-8.1
4 or more bedrooms	+/-4.6
COMPLETE FACILITIES	
With complete plumbing facilities	+/-3.3
With complete kitchen facilities	+/-3.3
VEHICLES AVAILABLE	
No vehicle available	+/-3.8
1 vehicle available	+/-11.2
2 vehicles available	+/-10.6
3 or more vehicles available	+/-4.9
TELEPHONE SERVICE AVAILABLE	
With telephone service	+/-4.4
LIQUIDE LIEATING FUEL	
HOUSE HEATING FUEL	
Utility gas	+/-4.7
Bottled, tank, or LP gas	+/-6.1
Electricity	+/-7.0
Fuel oil, kerosene, etc.	+/-3.3
Coal or coke	+/-3.3
All other fuels	+/-1.6
No fuel used	+/-0.7

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling

variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is not represented in these tables.

The imputation rates for some items - Units in Structure, Year Structure Built, Rooms, Bedrooms, Plumbing Facilities, and Kitchen Facilities - are calculated using the number of imputations in total housing units in the numerator but using total occupied housing units in the denominator. This results in artificially inflated imputation rates for all areas, but particularly in areas where there are unusually high percentages of vacant housing units.

The 2007, 2008, 2009, 2010, 2011, 2012, and 2013 plumbing data for Puerto Rico will not be shown. Research indicates that the questions on plumbing facilities that were introduced in 2008 in the stateside American Community Survey and the 2008 Puerto Rico Community Survey may not have been appropriate for Puerto Rico.

Telephone service data are not available for certain geographic areas due to problems with data collection. See Errata Note #93 for details.

While the 2009-2013 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural population, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2009-2013 5-Year American Community Survey

#### Explanation of Symbols:

- 1. An '\*\*' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
- 2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
  - 3. An '-' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
  - 4. An '+' following a median estimate means the median falls in the upper interval of an open-ended distribution.
- 5. An '\*\*\*' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
  - 6. An '\*\*\*\*\*' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
- 7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
  - 8. An '(X)' means that the estimate is not applicable or not available.

Summary Level: County

Created on: April 1, 2015 Data for: Newton County, Texas Year Selected: 2007-2011 ACS

Data for. Newton County, Texas			ii Selected, 20	0. 20117.00
Income Distribution Overview	Owner	Renter	Total	
Household Income less-than or= 30% HAMFI	420	230	650	
Household Income >30% to less-than or= 50% HAMFI	540	90	630	
Household Income >50% to less-than or= 80% HAMFI	720	240	960	
Household Income >80% to less-than or=100% HAMFI	340	50	390	
Household Income >100% HAMFI	2,240	175	2,415	
Total	4,260	790	5,050	
Housing Problems Overview 1	Owner	Renter	Total	
Household has 1 of 4 Housing Problems	880	140	1,020	
Household has none of 4 Housing Problems	3,325	595	3,920	
Cost Burden not available	55	55	110	
Total	4,260	790	5,050	
Severe Housing Problems Overview 2	Owner	Renter	Total	
Household has 1 of 4 Severe Housing Problems	550	45	595	
Household has none of 4 Severe Housing Problems	3,655	685	4,340	
Cost Burden not available	55	55	110	
Total	4,260	790	5,050	
Housing Cost Burden Overview 3	Owner	Renter	Total	
Cost Burden less-than or= 30%	3,495	595	4,090	
Cost Burden >30% to less-than or= 50%	340	104	444	
Cost Burden >50%	375	34	409	
Cost Burden not available	55	55	110	
Total	4,260	790	5,050	
Income by Housing Problems (Owners and Renters)	Household has 1 of 4	Household has none of 4	Cost Burden	Total
	Housing Problems	Housing Problems	not available	
Household Income less-than or= 30% HAMFI	345	195	110	650
Household Income >30% to less-than or= 50% HAMFI	280	355	0	630
Household Income >50% to less-than or= 80% HAMFI	185	775	0	960
Household Income >80% to less-than or= 100% HAMFI	49	345	0	390
Household Income >100% HAMFI	165	2,250	0	2,415
Total	1,020	3,920	110	5,050
Income by Housing Problems (Renters only)	Household has 1 of 4	Household has none of 4	Cost Burden	Total
	Housing Problems	Housing Problems	not available	
Household Income less-than or= 30% HAMFI	75	100	55	230
Household Income >30% to less-than or= 50% HAMFI	30	65	0	90
Household Income >50% to less-than or= 80% HAMFI	35	205	0	240
Household Income >80% to less-than or= 100% HAMFI	4	50	0	50
Household Income >100% HAMFI	0	175	0	175
Total	140	595	55	790
Income by Housing Problems (Owners only)	Household has 1 of 4	Household has none of 4	Cost Burden	Total
	Housing Problems	Housing Problems	not available	
Household Income less-than or= 30% HAMFI	270	95	55	420
Household Income >30% to less-than or= 50% HAMFI	250	290	0	540
Household Income >50% to less-than or= 80% HAMFI	150	570	0	720
Household Income >80% to less-than or= 100% HAMFI	45	295	0	340
Household Income >100% HAMFI	165	2,075	0	2,240
Total	880	3,325	55	4,260
Income by Cost Burden (Owners and Renters)	Cost burden > 30%	Cost burden > 50%	Total	
Household Income less-than or= 30% HAMFI	340	235	650	
Household Income >30% to less-than or= 50% HAMFI	270	120	630	

Household Income >50% to less-than or= 80% HAMFI	120	30	960	
Household Income >80% to less-than or= 100% HAMFI	50	25	395	
Household Income >100% HAMFI	70	0	2,415	
Total	850	410	5,050	
Income by Cost Burden (Renters only)	Cost burden > 30%	Cost burden > 50%	Total	
Household Income less-than or= 30% HAMFI	70	30	230	
Household Income >30% to less-than or= 50% HAMFI	29	4	90	
Household Income >50% to less-than or= 80% HAMFI	35	0	240	
Household Income >80% to less-than or= 100% HAMFI	4	0	50	
Household Income >100% HAMFI	0	0	175	
Total	138	34	790	
Income by Cost Burden (Owners only)	Cost burden > 30%	Cost burden > 50%	Total	
Household Income less-than or= 30% HAMFI	270	205	420	
Household Income >30% to less-than or= 50% HAMFI	245	115	540	
Household Income >50% to less-than or= 80% HAMFI	85	30	720	
Household Income >80% to less-than or= 100% HAMFI	45	25	340	
Household Income >100% HAMFI	70	0	2,240	
Total	715	375	4,260	

- 1. The four housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 30%.
- 2. The four severe housing problems are: incomplete kitchen facilities, incomplete plumbing facilities, more than 1 person per room, and cost burden greater than 50%.
- 3. Cost burden is the ratio of housing costs to household income. For renters, housing cost is gross rent (contract rent plus utilities). For owners, housing cost is "select monthly owner costs", which includes mortgage payment, utilities, association fees, insurance, and real estate taxes.

# NEWTON COUNTY, TEXAS

Back to main

## **CENSUS DATA**

#### 2010 Census

## **General Housing Characteristics**

Subject	Number	Percent
OCCUPANCY STATUS		
Total housing units	7,142	100.0
Occupied housing units	5,476	76.7
Vacant housing units	1,666	23.3
TENURE		
Occupied housing units	5,476	100.0
Owner occupied	4,586	83.7
Owned with a mortgage or loan	1,503	27.4
Owned free and clear	3,083	56.3
Renter occupied	890	16.3
VACANCY STATUS		
Vacant housing units	1,666	100.0
For rent	116	7.0
Rented, not occupied	7	0.4
For sale only	72	4.3
Sold, not occupied	52	3.1
For seasonal, recreational, or occasional use	840	50.4
For migratory workers	2	0.1
Other vacant	577	34.6

## Tenure, Household Size, and Age of Householder

2	Subject	Number	Percent
1	TENURE		
40	Occupied housing units	5,476	100.0
of 40	Owned with a mortgage or loan	1,503	27.4
40	Owned free and clear	3,083	56.3
×	Renter occupied	890	16.3
	TENURE BY HOUSEHOLD SIZE		
	Owner-occupied housing units	4,586	100.0
	1-person household	1,121	24.4
	2-person household	1,721	37.5
	3-person household	758	16.5
	4-person household	539	11.8
	5-person household	280	6.1
	6-person household	112	2.4
	7-or-more-person household	55	1.2
1	Renter-occupied housing units	890	100.0
	1-person household	316	35.5
	2-person household	208	23.4
	3-person household	132	14.8
	4-person household	128	14.4
	5-person household	62	7.0
	6-person household	28	3.1
	7-or-more-person household	16	1.8

## Census 2000

## **General Housing Characteristics**

â		Newton Cor	unty, Texas
1	Subject	Number	Percent
	ANCY STATUS		
of Total	housing units	7,331	100.0
V Oc	cupied housing units	5,583	76.2
∀ Vac	ant housing units	1,748	23.8
TENURI	E		
Occu	pied housing units	5,583	100.0
Ow	ner-occupied housing units	4,718	84.5
Rei	nter-occupied housing units	865	15.5
VACANO	CY STATUS		
Vacar	nt housing units	1,748	100.0
For	rent	119	6.8
For	sale only	103	5.9
Rei	nted or sold, not occupied	101	5.8
For	seasonal, recreational, or occasional use	867	49.6
For	migratory workers	0	0.0
Oth	ner vacant	558	31.9
RACEC	F HOUSEHOLDER		
Occu	pied housing units	5,583	100.0
On	e race	5,539	99.2
V	White	4,441	79.5
E	Black or African American	1,042	18.7
1	American Indian and Alaska Native	31	0.6
1	Asian	7	0.1
1	Native Hawaiian and Other Pacific Islander	2	0.0
5	Some other race	16	0.3
Tw	o or more races	44	0.8

## Tenure, Household Size, and Age of Householder

Subject	Newton Cou	Newton County, Texas	
	Number	Percent	
TENURE			
Occupied housing units	5,583	100.0	
Owner-occupied housing units	4,718	84.5	
Renter-occupied housing units	865	15.5	
TENURE BY HOUSEHOLD SIZE			
Owner-occupied housing units	4,718	100.0	
1-person household	1,084	23.0	
2-person household	1,655	35.1	
3-person household	834	17.7	
4-person household	687	14.6	
5-person household	287	6.1	
6-person household	111	2.4	
7-or-more-person household	60	1.3	
Renter-occupied housing units	865	100.0	
1-person household	264	30.5	
2-person household	220	25.4	
3-person household	154	17.8	
4-person household	121	14.0	
5-person household	66	7.6	
6-person household	26	3.0	
7-or-more-person household	14	1.6	

Back to Main

## U.S. Census Bureau



QT-H1

General Housing Characteristics: 2010

2010 Census Summary File 1

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/sf1.pdf.

#### Geography: Newton County, Texas

Subject	Number	Percent
OCCUPANCY STATUS		
Total housing units	7,142	100.0
Occupied housing units	5,476	76.7
Vacant housing units	1,666	23.3
TENURE		
Occupied housing units	5,476	100.0
Owner occupied	4,586	83.7
Owned with a mortgage or loan	1,503	27.4
Owned free and clear	3,083	56.3
Renter occupied	890	16.3
VACANCY STATUS		
Vacant housing units	1.000	100.0
For rent	1,666	100.0
	116	7.0
Rented, not occupied  For sale only	7	0.4
Sold, not occupied	72	4.3
For seasonal, recreational, or occasional use	52	3.1
·	840	50.4
For migratory workers	2	0.1
Other vacant	577	34.6
TENURE BY HISPANIC OR LATINO ORIGIN OF HOUSEHOLDER BY RACE OF HOUSEHOLDER		
Occupied housing units	5,476	100.0
Owner-occupied housing units	4,586	83.7
Not Hispanic or Latino householder	4,540	82.9
White alone householder	3,684	67.3
Black or African American alone householder	794	14.5
American Indian and Alaska Native alone householder	23	0.4
Asian alone householder	3	0.1
Native Hawaiian and Other Pacific Islander alone householder	0	0.0
Some Other Race alone householder	0	0.0
Two or More Races householder	36	0.7
Hispanic or Latino householder	46	0.8
White alone householder	30	0.5
Black or African American alone householder	1	0.0
American Indian and Alaska Native alone householder	0	0.0
Asian alone householder	0	0.0
Native Hawaiian and Other Pacific Islander alone householder	0	0.0
Some Other Race alone householder	15	0.3
Two or More Races householder	0	0.0
Renter-occupied housing units	890	16.3
Not Hispanic or Latino householder	870	15.9

Subject	Number	Percent
White alone householder	655	12.0
Black or African American alone householder	177	3.2
American Indian and Alaska Native alone householder	9	0.2
Asian alone householder	13	0.2
Native Hawaiian and Other Pacific Islander alone householder	1	0.0
Some Other Race alone householder	0	0.0
Two or More Races householder	15	0.3
Hispanic or Latino householder	20	0.4
White alone householder	16	0.3
Black or African American alone householder	0	0.0
American Indian and Alaska Native alone householder	1	0.0
Asian alone householder	0	0.0
Native Hawaiian and Other Pacific Islander alone householder	0	0.0
Some Other Race alone householder	3	0.1
Two or More Races householder	0	0.0

X Not applicable.

Source: U.S. Census Bureau, 2010 Census. Summary File 1, Tables H3, H4, H5, and HCT1.

## U.S. Census Bureau



QT-H2

Tenure, Household Size, and Age of Householder: 2010

2010 Census Summary File 1

NOTE: For information on confidentiality protection, nonsampling error, and definitions, see http://www.census.gov/prod/cen2010/doc/sf1.pdf.

#### Geography: Newton County, Texas

Subject	Number	Percent
TENURE		
Occupied housing units	5,476	100.0
Owned with a mortgage or loan	1,503	27.4
Owned free and clear	3,083	56.3
Renter occupied	890	16.3
TENURE BY HOUSEHOLD SIZE		
Owner-occupied housing units	4,586	100.0
1-person household	1,121	24.4
2-person household	1,721	37.5
3-person household	758	16.5
4-person household	539	11.8
5-person household	280	6.1
6-person household	112	2.4
7-or-more-person household	55	1.2
Renter-occupied housing units	890	100.0
1-person household	316	35.5
2-person household	208	23.4
3-person household	132	14.8
4-person household	128	14.4
5-person household	62	7.0
6-person household	28	3.1
7-or-more-person household	16	1.8
TENURE BY AGE OF HOUSEHOLDER		
Owner-occupied housing units	4 500	100.0
15 to 24 years	4,586	100.0
25 to 34 years	115	2.5
•	387	8.4
35 to 44 years 45 to 54 years	704	15.4
55 to 64 years	933	20.3
65 years and over	990	21.6
65 to 74 years	1,457	31.8
75 to 84 years	829	18.1
85 years and over	501	10.9
05 years and over	127	2.8
Renter-occupied housing units	890	100.0
15 to 24 years	86	9.7
25 to 34 years	192	21.6
35 to 44 years	146	16.4
45 to 54 years	181	20.3
55 to 64 years	141	15.8
65 years and over	144	16.2
65 to 74 years	78	8.8

Subject	Number	Percent
75 to 84 years	56	6.3
85 years and over	10	1.1

X Not applicable.

Source: U.S. Census Bureau, 2010 Census. Summary File 1, Tables H4, H16, and H17.



QT-H1

General Housing Characteristics: 2000

Census 2000 Summary File 1 (SF 1) 100-Percent Data

NOTE: For information on confidentiality protection, nonsampling error, definitions, and count corrections see  $\label{eq:normation} here is no confidentiality protection, nonsampling error, definitions, and count corrections see <math display="block">\label{eq:normation} here is no confidentiality protection, nonsampling error, definitions, and count corrections see <math display="block">\label{eq:normation} here is no confidentiality protection, nonsampling error, definitions, and count corrections see <math display="block">\label{eq:normation} here is no confidentiality protection, nonsampling error, definitions, and count corrections see <math display="block">\label{eq:normation} here is no confidentiality protection, nonsampling error, definitions, and count corrections see <math display="block">\label{eq:normation} here is no confidentiality protection, nonsampling error, definitions, and count corrections see <math display="block">\label{eq:normation} here is no confidentiality protection, nonsampling error, definitions, and count corrections see <math display="block">\label{eq:normation} here is no confidentiality protection and the first protection of the f$ 

Subject	Newton County, Texas	
	Number	Percent
OCCUPANCY STATUS		
Total housing units	7,331	100.0
Occupied housing units	5,583	76.2
Vacant housing units	1,748	23.8
TENURE		
Occupied housing units	5,583	100.0
Owner-occupied housing units	4,718	84.5
Renter-occupied housing units	865	15.5
VACANCY STATUS		
Vacant housing units	1,748	100.0
For rent	119	6.8
For sale only	103	5.9
Rented or sold, not occupied	101	5.8
For seasonal, recreational, or occasional use	867	49.6
For migratory workers	0	0.0
Other vacant	558	31.9
RACE OF HOUSEHOLDER		
Occupied housing units	5,583	100.0
One race	5,539	99.2
White	4,441	79.5
Black or African American	1,042	18.7
American Indian and Alaska Native	31	0.6
Asian	7	0.1
Native Hawaiian and Other Pacific Islander	2	0.0
Some other race	16	0.3
Two or more races	44	0.8
HISPANIC OR LATINO HOUSEHOLDER AND RACE OF HOUSEHOLDER		
Occupied housing units	5,583	100.0
Hispanic or Latino (of any race)	73	1.3
Not Hispanic or Latino	5,510	98.7
White alone	4,398	78.8
AGE OF HOUSEHOLDER		
Occupied housing units	5,583	100.0
15 to 24 years	221	4.0
25 to 34 years	755	13.5
35 to 44 years	1,074	19.2
45 to 54 years	1,143	20.5
55 to 64 years	960	17.2
65 years and over	1,430	25.6
65 to 74 years	837	15.0
75 to 84 years	468	8.4
85 years and over	125	2.2

(X) Not applicable.

Source: U.S. Census Bureau, Census 2000 Summary File 1, Matrices H3, H4, H5, H6, H7, and H16.

#### U.S. Census Bureau



QT-H2

Tenure, Household Size, and Age of Householder: 2000

Census 2000 Summary File 1 (SF 1) 100-Percent Data

NOTE: For information on confidentiality protection, nonsampling error, definitions, and count corrections see  $\label{eq:normation} here is no confidentiality protection, nonsampling error, definitions, and count corrections see <math display="block">\label{eq:normation} here is no confidentiality protection, nonsampling error, definitions, and count corrections see <math display="block">\label{eq:normation} here is no confidentiality protection, nonsampling error, definitions, and count corrections see <math display="block">\label{eq:normation} here is no confidentiality protection, nonsampling error, definitions, and count corrections see <math display="block">\label{eq:normation} here is no confidentiality protection, nonsampling error, definitions, and count corrections see <math display="block">\label{eq:normation} here is no confidentiality protection, nonsampling error, definitions, and count corrections see <math display="block">\label{eq:normation} here is no confidentiality protection, nonsampling error, definitions, and count corrections see <math display="block">\label{eq:normation} here is no confidentiality protection and the first protection of the f$ 

Subject	Newton County, Texas								
	Number	Percent							
TENURE									
Occupied housing units	5,583	100.0							
Owner-occupied housing units	4,718	84.5							
Renter-occupied housing units	865	15.5							
TENURE BY HOUSEHOLD SIZE									
Owner-occupied housing units	4,718	100.0							
1-person household	1,084	23.0							
2-person household	1,655	35.1							
3-person household	834	17.7							
4-person household	687	14.6							
5-person household	287	6.1							
6-person household	111	2.4							
7-or-more-person household	60	1.3							
Renter-occupied housing units	865	100.0							
1-person household	264	30.5							
2-person household	220	25.4							
3-person household	154	17.8							
4-person household	121	14.0							
5-person household	66	7.6							
6-person household	26	3.0							
7-or-more-person household	14	1.6							
TENURE BY AGE OF HOUSEHOLDER									
Owner-occupied housing units	4,718	100.0							
15 to 24 years	119	2.5							
25 to 34 years	557	11.8							
35 to 44 years	868	18.4							
45 to 54 years	1,011	21.4							
55 to 64 years	867	18.4							
65 years and over	1,296	27.5							
65 to 74 years	752	15.9							
75 to 84 years	433	9.2							
85 years and over	111	2.4							
Renter-occupied housing units	865	100.0							
15 to 24 years	102	11.8							
25 to 34 years	198	22.9							
35 to 44 years	206	23.8							
45 to 54 years	132	15.3							
55 to 64 years	93	10.8							
65 years and over	134	15.5							
65 to 74 years	85	9.8							
75 to 84 years	35	4.0							
85 years and over	14	1.6							

1 of 2 06/16/2015

(X) Not applicable.

Source: U.S. Census Bureau, Census 2000 Summary File 1, Matrices H4, H15, and H16.

2 of 2 06/16/2015

# NEWTON COUNTY, TEXAS

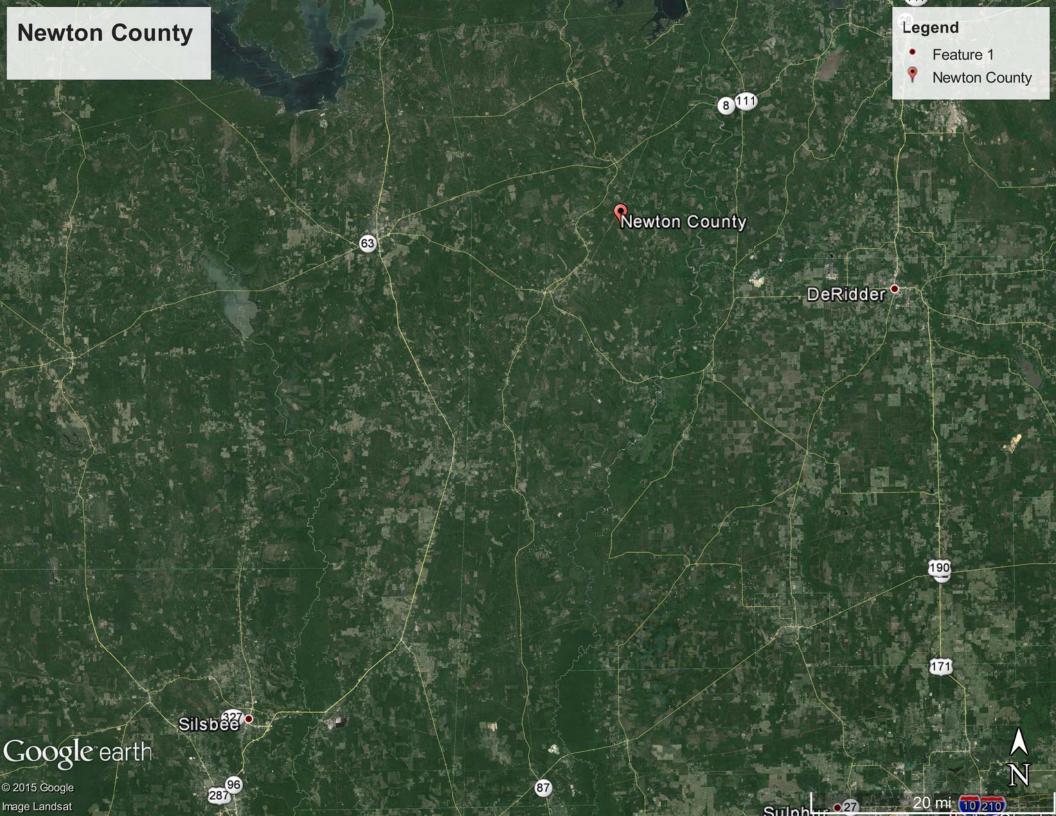
Back to Main

#### Land Use and Inventory

(click map image to access Google Earth aerial) (96) Newton County, TX Newton County, TX Photos · Search nearby Browndell Nancy (96) akefield Mayflowe (63) Clear Creek **Bockland** Pluck Burkeville Corrigan (63) (96) (59) Jamestown Moscow Colmesneil 190 Barnes [190] Beech Grove Newton [190] (190) (87) ett Doucette Roganville (190) Magnolia Springs 190 Bon Ami Mt Union Bleakwood Spurger Belgrade Hillister Kirbyville Warren (146) (287) Wildwood 96 Village Mills Big Thicket Dequi National Preserve (87) Buna (109) Bragg Thicket Honey Island Kountze Evadale Silsbee (327) Stark (287) (770) Saratoga (67) Lumberton Batson (421) Texta Google Lakeview Wildlife Refuge

Back to Main

The original document is available at http://newtoncounty.grt-studies.com/tiki-index.php?page=Land+Use+and+Inventory



## NEWTON COUNTY, TEXAS

Back to Main

#### AFFH TRAINING AND DISSEMINATION PROVIDED

Traylor & Associates has been working to assist your jurisdiction with the FHAST process the State has developed, the intent of which is to produce an approvable Fair Housing Action Plan for your jurisdiction. A completed and adopted FHAST Form is required from any jurisdictions applying for Disaster Recovery funds under Round 2 Phase 2 (Round 2.2).

We have assisted with the following tasks:

- 1. Reviewed the FHAST Guide provided by the General Land Office
- 2. Reviewed the Interim Analysis of Impediments ("AI") produced by TDRA to guide the Disaster Round 2 application process.
- $3.\ \mathsf{Constructed}$  a FHAST Timeline to help you meet the September 23, 2011 deadline for adoption of the FHAST Form .
- 4. Help to ensure the selected members of your FHAST Work Group conform to the categories described in the FHAST Guide.
- 5. Provided FHAST WORK GROUP rosters for posting to you community's website or Bulletin Board
- 6. Developed Maps that portray your community in terms of areas of minority and low-income concentration.
- 7. Collected responses to a Community Profile Questionnaire for the purpose of establishing where certain questions on the FHAST Form are applicable to your community.
- 8. Providing a DRAFT completed FHAST form for your review.

There are several things I'd like you to keep in mind as you review the DRAFT.

- 1) The DRAFT is the recommendation of Traylor & Associates. The responses we have recommended vary from one jurisdiction to another, and are based on:
- a) The minimum standards we believe will be necessary for approval of the FHAST Form.
- b) Our review of the Interim AI and Conciliation Agreement;
- c) Your responses to individual questions we have sent to you;
- d) A presumption that all questions require an affirmative response unless not applicable to your jurisdiction by reason of objective facts; and

policies that advance the cause of fair housing.
2) Although we do not believe there is great deal of flexibility, please change any response that you and your Work Group feel strongly about, one way or another. If you believe an item is "Not Applicable" to your jurisdiction, you can certainly choose that option, but please be prepared to provide the reason for selecting that choice.
FHAST Workgroup ਔ
FHAST Timeline 🗹
FHAST Notice of Public Meeting 🗹
FHAST Committee Meeting Minutes 🗹
FHAST Maps
African American <mark>⊮</mark>
Hispanic⊮
LMI Map ⊮



### Newton County Fair Housing Activity Statement – Texas

The State's Fair Housing Activity Statement – Texas ("FHAST Form") is intended to be a process conducted by a locally-appointed FHAST Work Group resulting in a locally defined Fair Housing Action Plan. All applicants for the upcoming funding in the State's CDBG Disaster Recovery program must have a completed FHAST form to accompany their application.

Once the members have been selected, the jurisdiction must post notice on their website of the selections. The notice must include the names and titles of the members, as well as the groups that they fall under (as described below).

The Work Group must include at least a total of five members taken from the two groupings below.

#### **Group 1:** Two members from the following:

- Chief elected official (or designee),
- City Manager (or designee), and/or
- Planning Officer/Staff (or designee).

**Group 2:** The Work Group should also include at least three members who reside or work in that jurisdiction, and should be selected from the following groups:

- Representatives from the protected classes1;
- Minority business leaders;
- Affordable housing providers;
- School district leadership, including members of the local school board;
- Members from local organizations that advocate on behalf of members of the protected classes (i.e., disability advocates, NAACP chapter president, etc.);
- Developers of affordable housing in that jurisdiction; and
- Community based improvement associations.

The FHAST Work Group members for our local government are:

William (Bill) Fuller	Commissioner Precinct #1	Group 1
Leanord Powell	Commissioner Precinct #4	Group 1
Thomas Hawthorne	Maintenance Supervisor	Group 2
Edwina Lewis	Disability Advocates	Group 2
Kim Poplin	Interim Director	Group 2

## **Newton County FHAST Timeline**



Task Name		,	Aug 7					Aug :	14				Aug	21				А	ug 2	8				Sep 4	4				Sep	11				Sep 1	.8
	S	м т	W	T F	S	S N	М   ٦	ГW	Т	F S	S	М	TW	/ T	F	S :	S M	Т	w	T F	S	S	МТ	W	Т	FS	S	М	T W	/ T	F S	S	МТ	- W	T F
Designate Work Group Members																																			
Select Work Group Officers (including																																			
Gather relevant information (Data																																			
Review 2010 AI in detail																																			
Create Working Time Table																																			
Training & Orientation of Work Group																																			
Meet and Discuss each action step.																																			
Develop explanations where no action																																			
Submit completed FHAST Form to GLO																																			
GLO Comment Period																																			
Receive comments or approval from																																			
Change FHAST Form responses where																																			
Translate to Spanish and other widely																																			
Publish on LG's website or post																																			
10 Day Public Comment Period																																			
Publicize Public Meeting																																			
Hold Public Meeting																																			
Present recommended FHAST Form																																			
Receive input at meeting																																			
Review comments																																			
Amend as necessary																																			
Adopt FHAST FORM (LG Agenda Item)																																			
Submit adopted FHAST Form to GLO																																			

Exported on August 24, 7:44 PM CDT Page 1 of 1



#### REQUEST FOR PUBLIC COMMENT

P.O. BOX 889 NEWTON, TEXAS 75966 09-379-5061 FAX: 409-379-5065

101 NORTH STREET

9-379-5061 FAX: 409-379-9 Email: newtontx@jas.net

# AND NOTICE OF PUBLIC MEETING CITY OF NEWTON FHAST FORM FAIR HOUSING ACTION PLAN

A locally appointed workgroup has recently completed the States Fair Housing Activity Statement-Texas Form (FHAST Form). The FHAST Form is a process conducted by a local workgroup resulting in a locally-defined Fair Housing Action Plan. The completed form has been submitted to the General Land Office and has received their approval. We are now seeking your comment on the FHAST Form. Comments will be accepted until Nov. 18<sup>th</sup>, 2011. Comments may be submitted to Donnie Meek, City of Newton, 101 North St., Newton, Texas 75966.

#### **PUBLIC MEETING**

The City of Newton will hold a public meeting at 5:30 p.m. on November 21, 2011, at City Hall located at 101 North St., Newton, Texas. The FHAST Work Group will have an opportunity to present their recommended FHAST Form at this meeting. The purpose of this meeting is to allow citizens an opportunity to gain information about the FHAST Form, ask questions and provide comments. The City encourages citizens to participate in the development of this FHAST Form and to make their views known at this public meeting. Citizens unable to attend this meeting may submit their views and proposals to City Hall. Persons with disabilities that wish to attend this meeting should contact City Hall to arrange for such assistance. Individuals who require auxiliary aids or services for this meeting should contact City Hall at least two days before the meeting so that appropriate arrangements can be made. Para residents necesitados de interpretes, favor de comunicarse con la municipalidad antes de las audiencia publica.

For further information, contact Donnie Meek at the City Hall at 409-379-5061.

#### **NOVEMBER 14, 2011**

#### **REGULAR MEETING**

THE STATE OF TEXAS §

COUNTY OF NEWTON §

On this the 14<sup>th</sup> day of November, 2011, the Commissioner's Court of Newton County, Texas convened in regular session at the Iris & Annie Howard Civic Center, in the City of Newton, Newton County, Texas with the following members of the Court present to-wit:

Truman Dougharty

William Fuller

Commissioner Precinct No. 1

Thomas Gill

Commissioner Precinct No. 2

Prentiss Hopson

Commissioner Precinct No. 3

Leanord Powell Commissioner Precinct No. 4

The following absent, none, constituting a quorum, when among other proceedings the following orders were adopted.

Leanord Powell gave the invocation.

The meeting was called to order by County Judge Truman Dougharty, who welcomed the guests present and invited their participation in any discussions.

Attending the meeting were Forrest Rogers, Librarian Sharon Long, Susie Pierce & Rayburn Davis with Emergency Service District No. 5, Billy J. O'Neal with RC Paving & Construction, Ace Mathews with Mathews Construction/APAC, County Agent Lisa Wall, Civil Deputy Kandi Brown, Treasurer Ginger Arnold, Auditor Liz Holloway, Tax Assessor-Collector Melissa Burks, and Administrative Assistant Rosemary Johnson.

#### AGENDA ITEM NO. 1

Request for public comment and Notice of Public Meeting for County of Newton FHAST Form Fair Housing Action Plan.

There were no public comments.

#### AGENDA ITEM NO. 2

Review, amend as necessary, and consider adoption of the final State's Fair Housing Activity Statement-Texas Form (FHAST Form) which will become jurisdictions' Fair Housing Action Plan.

Moved: Commissioner Leanord Powell Seconded: Commissioner William Fuller

Motion: To adopt the State's final Fair Housing Activity Statement-Texas Form (FHAST Form) which

will become the jurisdictions' Fair Housing Action Plan.

Vote: The motion passed by a vote of five (5) for and none against.

The said plan is marked Exhibit "A" and attached hereto and made a part hereof for all

purposes.

#### AGENDA ITEM NO. 3

Minutes of previous Commissioners' Court Minutes.

Moved: Commissioner Truman Doughrty Seconded: Commissioner Prentiss Hopson

Motion: Accept the minutes as presented for Commissioners' Court meetings held on August 8, 11, 16,

Motion:

To accept the departmental reports as presented.

Vote:

The motion passed by a vote of five (5) for and none against.

#### **DEPARTMENTAL REPORTS:**

Newton County Librarian Sharon Long reported that there were 16 new patrons, 786 internet hours, 722 computer users, 8 children's programs and reported a total circulation of 1,656. The Newton Library remitted \$527.69 to the county treasurer. The Deweyville Library reported 12 new patrons, 114 internet hours, 77 computer users, 7 volunteer hours, and reported a total circulation of 637. The Deweyville Library remitted \$55.90 to the county treasurer.

Lisa Wall gave the October report from the Texas Agrilife Extension Service.

Kandi Brown from the Newton County Sheriff's Office gave the October report. There were 30 people arrested and placed in the Newton County Jail, 457 Emergency/911 calls, served 42 sets of civil papers and collected \$6,024.00.

Tax Assessor-Collector Melissa Burks reported collections in the amount of \$282,402.44 and Penalty & Interest in the amount of \$12,395.48.

County Auditor Liz Holloway read the reports for the Justices of the Peace.

Justice of the Peace Precinct 1	A. J. Satterwhite	\$4,963.20
Justice of the Peace Precinct 2	Brenda Smith	4,634.90
Justice of the Peace Precinct 3	Jimmy M. Hopson	5,531.40
Justice of the Peace Precinct 4	Leanord Powell	\$12,260.90

The historical operating fund reported \$323.99 and the book fund reported \$55.00 for a total of \$378.99 for the month of October.

County Clerk Mary Cobb reported fees of office in the amount of \$14,793.00 for the month of October, 2011.

County Treasurer Ginger Arnold gave the treasurer's report by reading the totals in all funds at the end of the month. The Statement of Cash Flow is marked Exhibit "B" and attached hereto and made a part hereof for all purposes.

#### AGENDA ITEM NO. 5

Texas General Land Office Plan for Reallocation of Unused Round 2.2 Ike Recovery Funds Resolution.

Moved: Commissioner William Fuller Seconded: Commissioner Prentiss Hopson

Adopt the Texas General Land Office Plan for Reallocation of Unused Round 2.2 Ike Motion:

Recovery Funds Resolution.

The motion passed by a vote of five (5) for and none against

The said resolution is marked Exhibit "C" and attached hereto and made a part hereof for all purposes.

#### AGENDA ITEM NO. 6

Vote:

Public Hearing and Resolution to Continue to Tax Goods-In-Transit.

There were no public comments. The public hearing was closed and the following action was taken.

County Judge Truman Dougharty Moved: Seconded: Commissioner Leanord Powell

To adopt the Resolution to Continue to Tax Goods-In-Transit.

Seconded: Commissioner Prentiss Hopson

Motion: Accept Newton County Emergency Services District 5 Audit and Budget.

Vote: The motion passed by a vote of five (5) for and none against.

The said audit and budget is marked Exhibit "E" and attached hereto and made a part hereof

for all purposes.

#### AGENDA ITEM NO. 8

CDBG Disaster Recovery Program and Grant Agreement GLO Contract No. 12-225-000-5526 between General Land Office and Newton County.

Moved: Commissioner William Fuller

Seconded: Commissioner Leanord Powell

Motion: To approve the CDBG Disaster Recovery Program and Grant Agreement GLO Contract No.

12-225-000-5526 between General Land Office and Newton County.

Vote: The motion passed by a vote of five (5) for and none against.

The said agreement is marked Exhibit "F" and attached hereto and made a part hereof for all

purposes.

#### AGENDA ITEM NO. 9

Donation of the American Legion Post #158 Building to the County of Newton and cancel Lease of Property.

Moved: Commissioner William Fuller

Seconded: Commissioner Leanord Powell

Motion: To accept the donation of the American Legion Post #158 Building to the County of Newton

and cancel Lease of Property.

Vote: The motion passed by a vote of five (5) for and none against.

The said memo donating the property is marked Exhibit "G" and attached hereto and made a

part hereof for all purposes.

#### AGENDA ITEM NO. 10

Nominate member to represent Newton County on the Newton County Central Appraisal District Board of Directors.

Moved: Commissioner Prentiss Hopson Seconded: Commissioner Leanord Powell

Motion: To leave John C. Avant on the board to represent Newton County on the Newton Central

Appraisal District Board of Directors.

Vote: The motion passed by a vote of five (5) for and none against.

The said letter of appointment is marked Exhibit "H" and attached hereto and made a part

hereof for all purposes.

#### AGENDA ITEM NO. 11

Consider grant application with FEMA for Notice of Interest (NOI) under DR-4029 for wildfire mitigation project.

Moved: Commissioner Prentiss Hopson Seconded: Commissioner Leanord Powell

Motion: To apply for the grant application with FEMA for Notice of Interest (NOI) under DR-4029 for

wildfire mitigation project.

Vote: The motion passed by a vote of five (5) for and none against.

The said letter of acceptance is marked Exhibit "T' and attached hereto and made a part hereof for all purposes.

#### AGENDA ITEM NO. 12

Accept Donation from NRG (Cottonwood) for park in Precinct 4, in Deweyville.

Moved: Commissioner Leanord Powell Seconded: Commissioner Prentiss Hopson

Motion: To accept the donation from NRG (Cottonwood) for a park in Precinct 4, in Deweyville.

Vote:

The motion passed by a vote of five (5) for and none against.

The said Audit and Budget is marked Exhibit "J" and attached hereto and made a part hereof for all purposes.

#### AGENDA ITEM NO. 14

Accept appointment on Fire Commissioners for Commissioners for Newton County Emergency Services District 4.

No action taken.

#### AGENDA ITEM NO. 15

Lease Agreement between Newton County and Donald "Pee Wee" Y'Barbo.

Moved: County Judge Truman Dougharty Seconded: Commissioner William Fuller

Motion: To accept the lease between Newton County and Donald "Pee Wee" Y'Barbo to mow the

airport area and the land adjacent to the Newton County Correctional Center.

Vote: The motion passed by a vote of five (5) for and none against.

The said lease is marked Exhibit "K" and attached hereto and made a part hereof for all

purposes.

#### **AGENDA ITEM NO. 16**

#### Canvass November General Election.

Moved: Commissioner Prentiss Hopson Seconded: Commissioner William Fuller

Motion: To table the canvass, due to the change in the election calendar as a result of the

redistricting lines not being approved.

Vote: The motion passed by a vote of five (5) for and none against.

#### AGENDA ITEM NO. 17

Continuing education certification.

Moved: Commissioner Leanord Powell Seconded: Commissioner Prentiss Hopson

Motion: To approve continuing education hours for Liz Holloway, Kim Gibson and Shari Ebach.

Vote: The motion passed by a vote of five (5) for and none against.

The said certificates are marked Exhibit "L" and attached hereto and made a part hereof for all

purposes.

#### AGENDA ITEM NO. 18

#### Payment of bills.

Moved: Commissioner William Fuller Seconded: Commissioner Thomas Gill

Motion: To approve the payment of bills as presented.

Vote: The motion passed by a vote of five (5) for and none against.

#### GENERAL FUND

DI OND	
A/P Checks	\$226,507.08
McCreary, Veselka, Bragg & Allen	281.21
Ninth Court of Appeals	145.00
Jasper County Constable – Sheriff Service Fees	80.00
Texas Parks & Wildlife – JP's –J. Cryer	55.25
Texas Parks & Wildlife - CC - D. Jenkins & L. Jenkins	125.00
Texas Parks & Wildlife – CC - L. Jenkins	25.00
County Judge	3,689.06
County Clerk	7,080.69
Veteran Service Department	104.91
Non-Departmental	1,012.03

70.1.1.A.	
District Attorney	4,517.32
Elections	16,171.21
County Auditor	4,136.76
County Treasurer	3,626.84
County Tax Assessor-Collector	13,851.27
County Aim art	35,104.02
County Airport	40,922.07
Fire Protection	850.00
Emergency Management	357.50
Constables	5,190.32
Sheriff-Patrol Division	25,826.87
Sheriff-Jail Division	20,510.76
Probation Department	162.68
Autopsies	1,900.00
Department of Public safety	571.40
Jasper-Newton Co. Health	2,900.00
Aid to the Aged	3,763.94
Indigent Health Care	2,617.63
County Extension	3,337.52
Unbudgeted	453.00
FUND TOTAL	\$449,670.80
NCCC Accrual Account	2,463.53
District State Fund	2,918.78
Road & Bridge General	33,422.22
Road & Bridge Pct. 1	19,036.00
Road & Bridge Pct. 2	29,502.26
Road & Bridge Pct. 3	12,857.52
Road & Bridge Pct. 4	22,007.30
Courthouse Security	4,683.86
NCCC Capital Improvements	3,063.99
VAW Grant	4,612.23
Commissioners' Special No. 1	14,266.04
Commissioners' Special No. 2	4,563.31
Commissioners' Special No. 3	7,325.32
Commissioners' Special No. 4	15,132.74
Dedicated Road Pct. No. 1	584.65
Dedicated Road Pct. No. 2	567.90
Lateral Road Pct. No. 2	2,256.00
Sheriff Contraband	308.84
NC Library Rocker Grant	225.82
Solid Waste Disposal	11,187.67
Voter Registration	4,752.80
Law Library	610.00
Newton County Library	12,557.63
Historical Operating	402.94
District Attorney Hot Check	13.94
Powell Hotel Fund	112.75
Victim's Coordinator Grant	4,462.99
Records Management	789.21
TDRA Grants	104,927.59
TEXAS SAVNS/VINE Grant	7,905.00
Civic Center Operations	1,124.21
State Fee Account	45,332.82
Justice Court Technology	372.08
GRAND TOTAL	\$824,020.74

· ·

Adjourn.

Moved: County Judge Truman Dougharty Seconded: Commissioner Leanord Powell

Motion: To adjourn, there being no other business to come before the Court.

Vote: The motion passed by a vote of five (5) for and none against.

Truman Dougharty

County Judge

Newton County, Texas

ATTEST:

Mary Coth, County & Ex-Officio Clerk of the Commissioners' Court

Newton County, Texas

Newton County, Texas

THE STATE OF TEXAS	}
COUNTY OF NEWTON	}

I, MARY COBB, County Clerk in and for Newton County, Texas, do hereby certify that the above and foregoing is a true and correct copy of November 14, 2011 minutes of Commissioner's Court, as follows, to-wit:

Type of Meeting

Date of Meeting

1. Regular Meeting

November 14, 2011

as the same appear from the ORIGINALS now on file in this office and filed in the Commissioner's Court Minutes in and for Newton County, Texas.

TO CERTIFY WHICH, Witness my hand and seal of office this the 9th day of November, 2012.

Mary Cobb, County Clerk Newton County, Texas

BY\_\_\_\_\_\_Deputy

Printed with TatukGIS View er visit www.TatukGIS.com

**Newton County FHAST LMI Data Map** 

Printed w ith TatukGIS View er visit w w w .TatukGIS.com



#### THE COUNTY OF NEWTON

110 Court Street, Rm. 125 • P. O. Drawer 1380 Newton, Texas 75966 Office: 409/379-5691 FAX: 409/379-2107

WEBSITE: <a href="www.co.newton.tx.us">www.co.newton.tx.us</a>
EMAIL: <a href="truman.dougharty@co.newton.tx.us">truman.dougharty@co.newton.tx.us</a>

#### COMMISSIONERS' COURT

TRUMAN DOUGHARTY, County Judge
WILLIAM L. FULLER, Precinct 1
THOMAS T. GILL, Precinct 2
PRENTISS L. HOPSON, Precinct 3
LEANORD E. POWELL, Precinct 4

May 28, 2015

Mr. Gary Traylor Traylor & Associates, Inc. P.O. Box 7035 Tyler, Texas 75711

Re: Affirmatively Furthering Fair Housing Study

Mr. Traylor:

Newton County currently does not have "Local Housing or Development Codes", "Zoning Ordinances", or a "City Master Plan on Fair Housing".

Newton County is a small county, with slow to little growth, and limited resources.

Any questions, please feel free to contact me at 409/ 379-5691.

Sincerely,

Truman Dougharty County Judge

uma Dougharty

TD/rvj

COMMISIONERS COURT Truman Dougharty, County Judge William L. Fuller, Comm. Pct. 1 Thomas T. Gill, Comm. Pct. 2 Prentiss L. Hopson, Comm. Pct. 3 Charles A. Brinson, Comm. Pct. 4 Mary Cobb, County Clerk



Wayne Powell, County Sheriff
A. W Davis, Jr., Criminal District Attorney
Bree Allen, District Clerk
Bettie Hall Cobb, County Treasurer
Bea Westbrook, Tax Assessor-Collector
Esther Rae Davis, County Auditor

THE STATE OF TEXAS

§

COUNTY OF NEWTON

8

Notice is hereby given that the Commissioners' Court of Newton County, Texas has adopted and entered into the minutes of the Commissioners' Court, Model Subdivision Rules as prepared by the Texas Water Development Board as the official Subdivision Rules of Newton County, Texas, to continue to be eligible for the Economically Distressed Areas Program (EDAP).

A copy of the Model Subdivision Rules is available for inspection by the public in the office of the County Judge during regular office hours.

By order of the Commissioners' Court, April 14th, 2004.

STATE OF

Truman Dougharty

Newton County Judge

MEXICO MOTAXIN

#### MODEL SUBDIVISION RULES

MODEL RULES
ERAL AND ADMINISTRATIVE PROVISIONS
Authority and Scope of Rules
Purpose
Effective Date
Repealer
Plat Required
Supersession
Severability
Definitions
MUM STANDARDS
Scope of Standards
Water Facilities Development
Wastewater Disposal
Greywater Systems for Reuse of Treated Wastewater
Sludge Disposal
Setbacks
Number of Dwellings Per Lot
APPROVAL
Applications for Plat Approval
Final Engineering Report
Additional Information
Financial Guarantees for Improvements
Review and Approval of Final Plats
Time Extensions for Providing Facilities
Criteria for Subdivisions that Occurred Prior to September 1, 1989
PRCEMENT
Oversight
General Enforcement Authority of County
Sample Form for Water Service Agreement
Sample Form for Wastewater Service Agreement
Subdivision Construction Agreement Sample Form
Irrevocable Letter of Credit Sample Form

## CHAPTER 364 MODEL SUBDIVISION RULES

#### DIVISION 1. GENERAL AND ADMINISTRATIVE PROVISIONS

- Section 1.1. Authority and Scope of Rules. These rules are adopted by Newton County, Texas, under the authority of the Local Government Code, Chapter 232 and Water Code, §16.350. Notwithstanding any provision to the contrary, these rules apply only to a subdivision which creates two or more lots of five acres or less intended for residential purposes. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and in all deeds and contracts for deeds.
- **Section 1.2. Purpose.** It is the purpose of these rules to promote the public health of the county residents, to ensure that adequate water and wastewater facilities are provided in subdivisions within the jurisdiction of this county, and to apply the minimum state standards for water and wastewater facilities to these subdivisions.
- Section 1.3. Effective Date. These rules become effective on the 14th day of April, 2004.
- Section 1.4. Repealer. Provisions of Order(s) Number in Vol. V, Page 482, adopted on the 13<sup>th</sup> day of March, 2000, are hereby repealed, except as to such sections which are retained herein.

#### Section 1.5. Plat Required.

- (a) The owner of a tract of land located outside the corporate limits of a municipality that divides the tract in any manner that creates two or more lots of five acres or less intended for residential purposes must have a plat of the subdivision prepared. Lots of five acres or less are presumed to be for residential purposes unless the land is restricted to nonresidential uses on the final plat and all deeds and contracts for deeds.
- (b) No subdivided land shall be sold or conveyed until the subdivider:
  - (1) has received approval of a final plat of the tract; and
  - (2) has filed and recorded with the county clerk of the county in which the tract is located a legally approved plat.
- (c) A division of a tract is defined as including a metes and bounds description, or any description of less than a whole parcel, in a deed of conveyance or in a contract for a deed, using a contract of sale or other executory contract, lease/purchase agreement, or using any other method to convey property.
- Section 1.6. Supersession. These rules supersede any conflicting regulations of the county.
- Section 1.7. Severability. If any part or provision of these regulations, or application thereof, to any person or circumstance is adjudged invalid by any court of competent jurisdiction, such judgment shall be confined in its operation to the part, provision, or application directly involved in the controversy in which such judgment shall have been rendered and shall not affect or impair the validity of the remainder of these regulations or the application thereof to other persons or

circumstances. The commissioners court hereby declares that it would have enacted the remainder of these regulations without any such part, provision or application.

Section 1.8. Definitions. The following words and terms, when used in these rules, shall have the following meanings, unless the context clearly indicates otherwise.

- (1) Commission the Texas Commission on Environmental Quality and any of its predecessor or successor entities.
- (2) Commissioners court (or court)--The commissioners court of Newton County, Texas.
- (3) County--Newton County, Texas.
- (4) Drinking water--All water distributed by any agency or individual, public or private, for the purpose of human consumption, use in the preparation of foods or beverages, cleaning any utensil or article used in the course of preparation or consumption of food or beverages for human beings, human bathing, or clothes washing.
- (5) Engineer--A person licensed and authorized to practice engineering in the State of Texas under the Texas Engineering Practice Act.
- (6) Final plat--A map or drawing and any accompanying material of a proposed subdivision prepared in a manner suitable for recording in the county records and prepared as described in these regulations.
- (7) Lot--An undivided tract or parcel of land.
- (8) Non-public water system--Any water system supplying water for domestic purposes which is not a public water system.
- (9) OSSF--On-site sewage facilities as that term is defined in rules and/or regulations adopted by the commission, including, but not limited to, 30 TAC Chapter 285.
- (10) Platted--Recorded with the county in an official plat record.
- Public water system--A system for the provision to the public of water for human (11)consumption through pipes or other constructed conveyances, which includes all uses described under the definition for drinking water. Such a system must have at least 15 service connections or serve at least 25 individuals at least 60 days out of the year. This term includes any collection, treatment, storage, and distribution facilities under the control of the operator of such system and used primarily in connection with such system; and any collection or pretreatment storage facilities not under such control which are used primarily in connection with such system. Two or more systems with each having a potential to serve less than 15 connections or less than 25 individuals but owned by the same person, firm, or corporation and located on adjacent land will be considered a public water system when the total potential service connections in the combined systems are 15 or greater or if the total number of individuals served by the combined systems total 25 or more at least 60 days out of the year. Without excluding other meanings of the terms "individual" or "served," an individual shall be deemed to be served by a water system if he lives in, uses as his place of employment, or works in a place to which drinking water is supplied from the system.
- (12) Purchaser--Shall include purchasers under executory contracts for conveyance of real property.
- (13) Retail public utility--Any entity meeting the definition of a retail public utility as defined in Water Code §13.002.
- (14) Sewerage facilities--The devices and systems which transport domestic wastewater from

- residential property, treat the wastewater, and dispose of the treated water in accordance with the minimum state standards contained or referenced in these rules.
- (15) Subdivider--Any owner of land or authorized agent thereof proposing to divide or dividing land so as to constitute a subdivision.
- (16) Subdivision--Any tract of land divided into two or more parts that results in the creation of two or more lots of five acres or less intended for residential purposes. A subdivision includes re-subdivision (replat) of land which was previously divided.
- (17) TAC--Texas Administrative Code, as compiled by the Texas Secretary of State.
- (18) Water facilities--Any devices and systems which are used in the supply, collection, development, protection, storage, transmission, treatment, and/or retail distribution of water for safe human use and consumption.

#### **DIVISION 2. MINIMUM STANDARDS**

**Section 2.1.** Scope of Standards. The establishment of a residential development with two or more lots of five acres or less where the water supply and sewer services do not meet the minimum standards of this division is prohibited. A subdivision with lots of five acres or less is presumed to be a residential development unless the land is restricted to nonresidential use on the final plat and all deeds and contracts for deeds.

#### Section 2.2. Water Facilities Development.

- (a) Public water systems.
  - (1) Subdividers who propose to supply drinking water by connecting to an existing public water system must provide a written agreement with the retail public utility in substantially the form attached in Appendix 1A. The agreement must provide that the retail public utility has or will have the ability to supply the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that the subdivider has paid the cost of water meters and other necessary connection equipment, membership fees, water rights acquisition costs, or other fees associated with connection to the public water system so that service is available to each lot upon completion of construction of the water facilities described on the final plat. Figure: Appendix 1A
  - Where there is no existing retail public utility to construct and maintain the proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the commission. The public water system, the water quality and system design, construction and operation shall meet the minimum criteria set forth in 30 TAC §§290.38-290.51 and §§290.101-290.120. If groundwater is to be the source of the water supply, the subdivider shall have prepared and provide a copy of a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for water availability for new public water supply systems and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply, the subdivider shall provide evidence that sufficient water rights have been obtained

and dedicated, either through acquisition or wholesale water supply agreement, that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.

- Non-public water systems. Where individual wells or other non-public water systems are proposed for the supply of drinking water to residential establishments, the subdivider shall have prepared and provide a copy of a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for individual water supply wells on individual lots and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. The water quality of the water produced from the test well must meet the standards of water quality required for community water systems as set forth in 30 TAC §§290.104, 290.106, 290.108 and 290.109, either:
  - (1) without any treatment to the water; or

(2) with treatment by an identified and commercially available water treatment system.
 (c) Transportation of potable water. The conveyance of potable water by transport truck or other mobile device to supply the domestic needs of the subdivision is not an acceptable method, except on an emergency basis. Absence of a water system meeting the standards of these rules due to the negligence of the subdivider does not constitute an emergency.

#### Section 2.3. Wastewater Disposal.

- (a) Organized sewerage facilities.
  - (1) Subdividers who propose the development of an organized wastewater collection and treatment system must obtain a permit to dispose of wastes from the commission in accordance with 30 TAC Chapter 305 and obtain approval of engineering planning materials for such systems under 30 TAC Chapter 317 from the commission.
  - (2) Subdividers who propose to dispose of wastewater by connecting to an existing permitted facility must provide a written agreement in substantially the form attached in Appendix 1B with the retail public utility. The agreement must provide that the retail public utility has or will have the ability to treat the total flow anticipated from the ultimate development and occupancy of the proposed subdivision for a minimum of 30 years. The agreement must reflect that the subdivider has paid the cost of all fees associated with connection to the wastewater collection and treatment system have been paid so that service is available to each lot upon completion of construction of the wastewater facilities described on the final plat. Engineering plans for the proposed wastewater collection lines must comply with 30 TAC Chapter 317. Figure: Appendix 1B
- (b) On-site sewerage facilities.
  - On-site facilities which serve single family or multi-family residential dwellings with anticipated wastewater generations of no greater than 5,000 gallons per day must comply with 30 TAC Chapter 285.
  - (2) Proposals for sewerage facilities for the disposal of sewage in the amount of 5,000 gallons per day or greater must comply with 30 TAC Chapter 317.
  - (3) The commission or its authorized agent shall review proposals for on-site sewage disposal systems and make inspections of such systems as necessary to assure that

the system is in compliance with the Texas Health and Safety Code, Chapter 366 and rules in 30 TAC Chapter 285, and in particular §§285.4, 285.5 and 285.30 - 285.39. In addition to the unsatisfactory on-site disposal systems listed in 30 TAC §285.3(i), pit privies and portable toilets are not acceptable waste disposal systems for lots platted under these rules.

#### Section 2.4. Greywater Systems for Reuse of Treated Wastewater.

- (a) Organized or municipal sewerage systems. Any proposal for sewage collection, treatment and disposal which includes greywater reuse shall meet minimum criteria of 30 TAC Chapter 210 promulgated and administered by the commission.
- (b) On-site sewerage facilities. Any proposal for on-site sewage disposal which includes provisions for greywater use shall meet the minimum criteria of 30 TAC Chapter 285.
- Section 2.5. Sludge Disposal. The disposal of sludge from water treatment and sewerage facilities shall meet the criteria of 30 TAC Chapter 312 and Chapter 317.
- Section 2.6. Setbacks. In areas that lack a nationally recognized fire code as listed in Local Government Code, §233.062(c) and lack water lines sized for fire protection, setbacks from roads and right-of-ways shall be a minimum of 10 feet, setbacks from adjacent property lines shall be a minimum of five feet, and shall not conflict with separation or setback distances required by rules governing public utilities, on-site sewerage facilities, or drinking water supplies. Setback lines required elsewhere in the orders or rules of the county shall control to the extent greater setbacks are therein required.
- Section 2.7. Number of Dwellings Per Lot. No more than one single family detached dwelling shall be located on each lot. A notation of this restriction shall be placed on the face of the final plat. This restriction shall be placed in all deeds and contracts for deeds for real estate sold within the subdivision. Proposals which include multi-family residential shall include adequate, detailed planning materials as required for determination of proper water and wastewater utility type and design.

#### DIVISION 3. PLAT APPROVAL

#### Section 3.1. Applications for Plat Approval.

- (a) Owner representation. An application for approval of a plat shall be filed with the county by the record owner of the property to be subdivided or the duly authorized agent of the record owner.
- (b) Standards. Every plat creating two or more lots of five acres or less for residential use shall comply with the standards of Division 2 and the requirements of Division 3 of these rules.
- Section 3.2. Final Engineering Report. The final plat shall include on the plat or have attached to the plat an engineering report bearing the signed and dated seal of a professional engineer registered in the State of Texas. The engineering report shall discuss the availability and methodology of providing water facilities and wastewater treatment to individual lots within the

subdivision. A detailed cost estimate per lot acceptable to the county shall be provided for those unconstructed water supply and distribution facilities and wastewater collection and treatment facilities which are necessary to serve each lot of the subdivision. The plan shall include a construction schedule for each significant element needed to provide adequate water or wastewater facilities. If financial guarantees are to be provided under Section 3.4 of this title, the schedule shall include the start dates and completion dates.

- (a) Public water systems.
  - (1) Where water supplies are to be provided by an existing public water system, the subdivider shall furnish an executed contractual agreement between the subdivider and the retail public utility in substantially the form attached in Appendix 1A and referenced in Section 2.2(a)(1) of this title. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project which may include in addition to the county the commission and the county health department. If groundwater is to be the source of the water supply, the final engineering report shall include a groundwater availability study that complies with the requirements of 30 TAC §\$230.1 through 230.11 for water availability for a public water supply systems and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision.
  - Where there is no existing retail public utility to construct and maintain the (2)proposed water facilities, the subdivider shall establish a retail public utility and obtain a Certificate of Convenience and Necessity (CCN) from the commission and include evidence of the CCN issuance with the plat. Before final plat approval, plans and specifications for the proposed water facilities shall have been approved by all entities having jurisdiction over the proposed project. If groundwater is to be the source of the water supply, the final engineering report shall include a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for water availability for a public water supply systems and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. If surface water is the source of supply then the final engineering report shall include evidence that sufficient water rights have been obtained and dedicated, either through acquisition or wholesale water supply agreement, that will provide a sufficient supply to serve the needs of the subdivision for a term of not less than 30 years.
- Non-public water systems. Where individual wells are proposed for the supply of drinking water to residences, the final engineering report shall include the quantitative and qualitative results of sampling the test wells in accordance with Section 2.2(b) of this title. The results of such analyses shall be made available to the prospective property owners. If the water quality of the test well required pursuant to Section 2.2(b) of this title does not meet the water quality standards as set forth in that section without treatment by an identified and commercially available water treatment system, then the final report must state the type of treatment system that will treat the water produced from the well to the specified water quality standards, the location of at least one commercial establishment within the county at which the system is available for purchase, and the cost of such system, the cost of installation of the system, and the estimated monthly maintenance cost

of the treatment system. The final engineering report shall include a groundwater availability study that complies with the requirements of 30 TAC §§230.1 through 230.11 for water availability for individual water supply wells on individual lots and certifies the long term (30 years) quantity and quality of available groundwater supplies relative to the ultimate needs of the subdivision. The description of the required sanitary control easement shall be included.

- (c) Organized sewerage facilities.
  - (1) Where wastewater treatment is to be provided by an existing retail public utility, the subdivider shall furnish evidence of a contractual agreement between the subdivider and the retail public utility in substantially the form attached in Appendix 1B and referenced in Section 2.3(a)(2) of this title. Before final plat approval, an appropriate permit to dispose of wastes shall have been obtained from the commission and plans and specifications for the proposed wastewater collection and treatment facilities shall have been approved by all entities having jurisdiction over the proposed project.
  - Where there is no existing retail public utility to construct and maintain the proposed sewerage facilities, the subdivider shall establish a retail public utility and obtain a CCN from the commission. Before final plat approval, a wastewater treatment permit authorizing the treatment of the wastewater for the ultimate build-out population of the subdivision shall have been obtained from the commission and plans and specifications for the proposed sewerage facilities shall have been approved by all entities having jurisdiction over the proposed project.
- (d) On-site sewerage facilities. Where private on-site sewerage facilities are proposed, the final engineering report shall include planning materials required by 30 TAC §285.4(c), including the site evaluation described by 30 TAC §285.30 and all other information required by the county's OSSF order.

Section 3.3. Additional Information. The county may, at its option, require additional information necessary to determine the adequacy of proposed water and wastewater improvements as part of the plat approval process. Such information may include, but not be limited to:

- (1) layout of proposed street and drainage work;
- (2) legal description of the property;
- (3) existing area features;
- (4) topography,
- (5) flood plains;
- (6) description of existing easements;
- (7) layout of other utilities;
- (8) notation of deed restrictions;
- (9) public use areas; or
- (10) proposed area features.

#### Section 3.4. Financial Guarantees for Improvements.

(a) Applicability. If an adequate public or non-public water system or sewerage facility is not available from a retail public utility, or are not constructed by the subdivider, to serve lots

intended for residential purposes of five acres or less at the time final plat approval is sought, then the commissioners court shall require the owner of the subdivided tract to execute an agreement with the county in substantially the form attached in Appendix 2A secured by a bond, irrevocable letter of credit, or other alternative financial guarantee such as a cash deposit which meet the requirements set forth below. Figure Appendix 2A

- (b) Bonds. A bond that is submitted in compliance with subsection (a) of this section shall meet the following requirements.
  - (1) The bond or financial guarantee shall be payable to the county judge of the county, in his official capacity, or the judge's successor in office.
  - (2) The bond or financial guarantee shall be in an amount determined by the commissioners court to be adequate to ensure proper construction or installation of the public or non-public water facilities, and wastewater facilities to service the subdivision, including reasonable contingencies, but in no event shall the amount of the bond be less than the total amount needed to serve the subdivision as established by the engineer who certifies the plat.
  - (3) The bond shall be executed with sureties as may be approved by the commissioners court. The county shall establish criteria for acceptability of the surety companies issuing bonds that include but are not limited to:
    - (A) registration with the Secretary of State and be authorized to do business in Texas;
    - (B) authorization to issue bonds in the amount required by the commissioners court; and
    - rating of at least B from Best's Key Rating Guide; or if the surety company does not have any such rating due to the length of time it has been a surety company, the surety company must demonstrate eligibility to participate in the surety bond guarantee program of the Small Business Administration and must be an approved surety company listed in the current United States Department of Treasury Circular 570. Such bonds shall meet the criteria contained in the rules and regulations promulgated by the United States Department of Treasury.
  - (4) The bond shall be conditioned upon construction or installation of water and wastewater facilities meeting the criteria established by Division 2 of these rules and upon construction of facilities within the time stated on the plat, or on the document attached to the plat for the subdivision, or within any extension of time granted by the commissioners court.
- (c) Letter of credit. A letter of credit that is submitted in compliance with subsection (a) of this section shall meet the following requirements.
  - (1) Any letter of credit submitted as a financial guarantee for combined amounts greater than \$10,000 and less than \$250,000 must be from financial institutions which meet the following qualifications.
    - (A) Bank qualifications:
      - (i) must be federally insured;
      - (ii) Sheshunoff rating must be 10 or better and primary capital must be at least 6.0% of total assets; and
      - (iii) total assets must be at least \$25 million.

- (B) Savings and loan association qualifications:
  - (i) must be federally insured;
  - (ii) tangible capital must be at least 1.5% of total assets and total assets must be greater than \$25 million or tangible capital must be at least 3.0% of total assets if total assets are less than \$25 million; and
  - (iii) Sheshunoff rating must be 30 or better.
- (C) Other financial institutions qualifications:
  - (i) the letter of credit must be 110% collateralized by an investment instrument that would meet the qualifications for a county investment; and
  - (ii) the investment instrument must be registered in the county's name and the county must receive safekeeping receipts for all collateral before the letter of credit is accepted.
- Any letter of credit submitted as a financial guarantee for combined amounts greater than \$250,000 must be from financial institutions which meet the following qualifications.
  - (A) Bank qualifications:
    - (i) must be federally insured;
    - (ii) Sheshunoff rating must be thirty or better and primary capital must be at least 7.0% of total assets; and
    - (iii) total assets must be at least \$75 million.
  - (B) Savings and loan association qualifications:
    - (i) must be federally insured;
    - (ii) tangible capital must be at least 3.0% of total assets and total assets must be greater than \$75 million, or tangible capital must be at least 5.0% of total assets if total assets are less than \$75 million, and
    - (iii) Sheshunoff rating must be 30 or better.
  - (C) Other financial institutions qualifications:
    - (i) the letter of credit must be 110% collateralized by an investment instrument that would meet the qualifications for a county investment; and
    - (ii) the investment instrument must be registered in the county's name and the county must receive safekeeping receipts for all collateral before the letter of credit is accepted.
- (3) The letter of credit shall list as sole beneficiary the county judge of the county, in his official capacity, or the judge's successor in office, and must be approved by the county judge of the county. The form of the letter of credit shall be modeled after the form attached in Appendix 2B. Figure: Appendix 2B
- (4) The letter of credit shall be conditioned upon installation or construction of water and wastewater facilities meeting the criteria established under Division 2 of these rules and upon construction of facilities within the time stated on the plat, or on the document attached to the plat for the subdivision, or within any extension of time granted by the commissioners court.
- (d) Financial guarantee. The county will determine the amount of the bond, letter of credit, or cash deposit required to ensure proper construction of adequate water and wastewater

facilities in the subdivision.

- (e) Alternative to county accepting a financial guarantee. The county may approve a final plat under this section without receiving a financial guarantee in the name of the county if:
  - (1) the property being subdivided lies wholly within the jurisdiction of the county,
  - the property being subdivided lies wholly within the extra-territorial jurisdiction of a municipality; and
  - (3) the municipality has executed an interlocal agreement with the county that imposes the obligation on the municipality to:
    - (A) accept the bonds, letters of credit, or other financial guarantees, that meet the requirements of this section;
    - (B) execute the construction agreement with the subdivider; and
    - (C) assume the obligations to enforce the terms of the financial guarantee under the conditions set forth therein and complete construction of the facilities identified in the construction agreement.

#### Section 3.5. Review and Approval of Final Plats.

- (a) Scope of review. The county will review the final plat to determine whether it meets the standards of Division 2 and the requirements of Division 3 of these rules.
- (b) Disapproval authority. The commissioners court shall refuse to approve a plat if it does not meet the requirements prescribed by or under these rules.
- (c) Prerequisites to approval. Final plat approval shall not be granted unless the subdivider has accomplished the following:
  - (1) dedicated the sites for the adequate water and sewerage facilities identified in the final plat to the appropriate retail public utility responsible for operation and maintenance of the facilities; and
  - (2) provided evidence that the water facilities and sewerage facilities have been constructed and installed in accordance with the criteria established within these rules and the approvals from the commission of the plans and specifications for such construction, including any change orders filed with these agencies; or
  - obtained all necessary permits for the proposed water facilities and sewerage facilities (other than for OSSF permits on individual lots within the proposed subdivision) and has entered into a financial agreement with the county secured by a bond or other alternative financial guarantee such as a cash deposit or letter of credit for the provision of water and sewerage facilities with the bond or financial guarantee meeting the criteria established in Division 3 of these rules.

#### Section 3.6. Time Extensions for Providing Facilities.

- (a) Reasonableness. The commissioners court may extend, beyond the date specified on the plat or on the document attached to the plat, the date by which the required water and sewer service facilities must be fully operable if:
  - any financial guarantees provided with the final plat as originally submitted are effective for the time of the requested extension or new financial guarantees that comply with Section 3.4 are submitted which will be effective for the period of the extension; and
  - (2) the court finds the extension is reasonable and not contrary to the public interest.

- (b) Timeliness. If the facilities are fully operable before the expiration of the extension period, the facilities are considered to have been made fully operable in a timely manner.
- (c) Unreasonableness. An extension is not reasonable if it would allow a residence in the subdivision to be inhabited without water or sewer services that meet the standards of Division 2 of these rules.

#### Section 3.7. Criteria for Subdivisions that Occurred Prior to September 1, 1989.

- (a) Authority and scope. This section shall apply only to tracts of land that were divided into two or more parts to lay out a subdivision before September 1, 1989 and have not been platted or recorded. This section is in addition to the authority of the county to grant a delay or variance pursuant to Local Government Code §232.043 or a rule of the county adopted pursuant to such provision.
- (b) Purpose. It is the purpose of this section to promote the public health of the county residents, to ensure that adequate water and sewerage facilities are provided in subdivisions within the jurisdiction of this county, and to establish the minimum standards for pre-1989 subdivisions for which no plat has been filed or recorded in the records of the county.
- (c) Required plat. In the event that the owner of tract of land located outside the limits of a municipality who subdivided the tract into two or more parts to lay out a subdivision of the tract prior to September 1, 1989, including an addition, or to lay out suburban lots or building lots, and to lay out streets, alleys, squares, parks or other parts of the tract intended to be dedicated to public use or for the use of purchasers or owners of lots fronting on or adjacent to the streets, alleys, squares, parks, or other parts, was legally obligated to, but has failed to have a plat of the subdivision prepared, approved by the commissioners court, and filed, the owner of a residential lot which was created by the subdivision may have a plat of the individual lot prepared and approved by the commissioners court as provided in this section in lieu of the filing of a plat of the subdivision.
- (d) Special criteria. The commissioners court may approve the plat of a residential lot which does not comply with the provisions of Section 1.5(b) of this title (sale restrictions), Section 2.6 of this title (Setbacks), Section 2.7 of this title (Number of Dwellings per Lot), Section 3.2 of this title (Final Engineering Report), and Section 3.4 of this title (Financial Guarantees for Improvements) as applied to an individual subdivided lot if such approval is in harmony with the general purpose and intent of these rules so that the public health, safety, and welfare may be secured and substantial justice done.
  - Owners of individual lots in a single unplatted subdivision may file a joint request for approval of their respective individual residential lots.
  - An application for approval of the plat of an individual lot shall be made in writing. The application shall state specifically the division, section, or subsection with which the plat does not comply and from which a waiver is being requested. The application shall contain available information and documentation which supports the requested approval. The applicant shall also provide such additional documentation as the commissioners court may request to support the application, including:

- (A) a copy of a dated plat, sales contract, utility records, or other acceptable documentation that the subdivision occurred prior to September 1, 1989;
- (B) the name and address of the original subdivider or the subdivider's authorized agent, if known;
- (C) a survey and plat of the lot for which approval is requested, showing existing residences, roads, and utilities; and
- (D) a deed, an affidavit of ownership or other evidence of ownership of the lot for which approval is requested.
- (3) Approval of plats of individual lots shall be granted subject to the limitations of state law, and based on written findings by the commissioners court that:
  - (A) the lot for which approval is requested is within a tract that was subdivided prior to September 1, 1989, and is not owned by the original subdivider;
  - (B) a plat was required for the subdivision, but has not been filed with the county by the subdivider legally obligated to file it:
  - (C) an existing, currently occupied residential dwelling is located on the lot;
  - (D) existing water and sewer services which comply with the minimum standards set forth herein are available to the lot; and
  - (E) the request is reasonable, compliance with specified sections of these rules is impractical, and a waiver is not contrary to the public health and safety.
- (e) Final determination. The commissioners court shall make the final decision on an application for a waiver, following review and recommendation by the county planning commission or department, if any. The applicant may withdraw a request for a waiver at any point in the process. If the requested waiver application is approved by the commissioners court, the county shall issue a certificate stating that a plat of the residential lot has been reviewed and approved.

#### **DIVISION 4. ENFORCEMENT**

**Section 4.1. Oversight.** The owner, by submitting a plat, acknowledges the authority of the county and state agencies to lawfully enter and inspect property for purposes of execution of their statutory duties. Such inspection will not release the owner from any obligation to comply with the requirements of these rules.

Section 4.2. General Enforcement Authority of County. The provisions of these rules are enforceable pursuant to the specific provisions hereof related to enforcement and state law including Water Code, Chapter 7 and §§16.352, 16.353, 16.3535, 16.354, and 16.3545, and Local Government Code, §232.037 and §232.080.

#### APPENDIX 1A. SAMPLE FORM FOR WATER SERVICE AGREEMENT

## AGREEMENT REGARDING WATER SERVICE FOR THE PROPOSED SUBDIVISION

PARTIES: This Agreement is by and between the Utility and the Subdivider, to wit:  The Utility is the governing board or owner of a retail public utility which supplies of drinking water known as
The Subdivider is, who is the owner, or the authorized agent of the owner, of a tract of land in  County, Texas, that has been proposed to be divided into a subdivision (the Subdivision) known as
TERMS: This Agreement is entered into in partial satisfaction of requirements under the Texas Water Development Board's Economically Distressed Areas Program Model Subdivision Rules. The Subdivider has prepared a plat of the Subdivision for submission to County for its approval. The Subdivider plans to construct for the Subdivision a drinking water distribution system to be connected to the Utility's public water system. The Utility has reviewed the plans for the Subdivision (the Plans) and has estimated the drinking water flow anticipated to be needed by the Subdivision under fully built-out conditions (the anticipated water flow) to be approximately gallons daily.
The Utility covenants that it has or will have the ability to provide the anticipated water flow for at least thirty years, and that it will provide that water flow. These covenants will be in effect until thirty years after the plat of the Subdivision has been recorded and the Subdivision's water distribution system has been connected to the Utility's water supply system.
The Subdivider covenants that the water distribution system will be constructed as shown in the Plans and as provided for through the plat-approval process so that the residents of the lots of the Subdivision may receive drinking water service from the Utility. Upon completion of the water distribution system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the water distribution system.
The Subdivider has paid the Utility the sum of \$ which sum represents the total costs of water meters, water rights acquisition fees, and all membership or other fees associated with connecting the individual lots in the Subdivision to the Utility's water supply system.
The above provisions notwithstanding, this Agreement shall no longer be in effect if the plat of the Subdivision is not approved by County or by a municipality whose approval is required.
By affixing his or her signature to this Agreement, the person signing for the Utility warrants that he or she is authorized to sign this Agreement on behalf of the Utility. By affixing his or her signature to this Agreement, the person signing for the Subdivider warrants that he or she is

authorized to sign this Agreement on behalf of t	he Subdivider.
This Agreement is effective on	, 20
The Utility	
By:	
Printed Name:	
Office or Position:	
Date:	
The Subdivider	
By:	
Printed Name;	
Office or Position:	
Date:	

## APPENDIX 1B. SAMPLE FORM FOR WASTEWATER SERVICE AGREEMENT

## AGREEMENT REGARDING WASTEWATER SERVICE FOR THE PROPOSED SUBDIVISION

SUBDIVISION	
PARTIES: This Agreement is by and between the Utility and the Subdivider, to wit: The Utility is the governing board or owner of a retail public utility which provides wastewareatment and is known as	ter
The Subdivider is	
who is the owner, or the authorized agent of the owner of a tract of land in	
County, Texas, that has been proposed to be divided into a subdivision (the Subdivision) knows as	 )wn
TERMS: This Agreement is entered into in partial satisfaction of requirements under the Text Water Development Board's Economically Distressed Areas Program Model Subdivision Rust The Subdivider has prepared a plat of the Subdivision for submission to County for approval. The Subdivider plans to construct for the Subdivision a wastewater collection syst to be connected to the Utility's wastewater treatment system. Such wastewater will consist of domestic sewage, i.e., waterborne human waste and waste from domestic activities such as bathing, washing, and food preparation. The Utility has reviewed the plans for the Subdivision (the Plans) and has estimated the wastewater flow projected from the Subdivision under fully built-out conditions (the projected wastewater flow) to be approximately gallons da	iles. r its cem of on ily.
The Utility covenants that it has or will have the capacity to treat the projected wastewater flow and that it will treat that wastewater flow for at least thirty years. These covenants will be in effect until thirty years after the plat of the Subdivision has been recorded and the Subdivision wastewater collection system has been connected to the Utility's wastewater treatment plant.	
The Subdivider covenants that the wastewater collection system will be constructed as shown the Plans and as provided for through the plat approval process so that the residents of the lot the Subdivision may receive wastewater treatment service from the Utility. Upon completion the wastewater collection system and upon its approval and acceptance by the Utility, the Subdivider will convey to the Utility all right and title to the wastewater collection system.	
Insert the following paragraph if the Utility imposes any fees for connection of individual lots the Utility's wastewater collection and treatment system:  The Subdivider has paid the Utility the sum of \$ which sum represents the teactors of tap fees, capital recovery charges, and other fees associated with connecting the individual lots in the Subdivision to the Utility's wastewater collection and treatment system.	

Subdivision is not approved by County required.	ent shall no longer be in effect if the plat of the or by a municipality whose approval is
By affixing his or her signature to this Agreement, the or she is authorized to sign this Agreement on be signature to this Agreement, the person signing for authorized to sign this Agreement on behalf of the S	half of the Utility. By affixing his or her the Subdivider warrants that he or she is
This Agreement is effective on	, 20
The Utility	
By:	
r inited (valle)	
Office of Position:	
Date:	
The Subdivider	
By:	
Printed Name:	
Office or Position:	
Date:	

### APPENDIX 2A: SUBDIVISION CONSTRUCTION AGREEMENT SAMPLE FORM

1. Parties. This Subdivision Construction Agreement (the Agreement) is by and between the County and the Subdivider. The County is County, Texas, acting by and through its Commissioners Court, or authorized representative as designated by the Commissioners Court. The Subdivider is, who is the owner, or the authorized agent of owner of a tract of land located within the geographic area and jurisdiction of the County.	ł
2. Effective Date. This Agreement is effective on the date the County approves the final plat for the subdivision described in Paragraph 3 of this agreement (the Effective Date).	r
Recitals	
3. Subdivider is the owner of the land included in the proposed final subdivision plat of the subdivision, as shown in County's File Number (the Subdivision) and more	
particularly described by the metes and bounds description attached and incorporated into this Agreement as Exhibit A (the Property); and	
4. Subdivider seeks authorization from the County to subdivide the Property in accordance with the requirements imposed by Texas statute and the County's ordinances, regulations, and other	

- s orumances, regulations, and other requirements; and
- 5. County ordinances require the completion of various improvements in connection with the development of the Subdivision to protect the health, safety, and general welfare of the community and to limit the harmful effects of substandard subdivisions; and
- 6. The purpose of this Agreement is to protect the County from the expense of completing subdivision improvements required to be installed by the Subdivider; and
- 7. This agreement is authorized by and consistent with state law and the County's ordinances, regulations, and other requirements governing development of a subdivision.

IN CONSIDERATION of the foregoing recitals and the mutual covenants, promises, and obligations by the parties set forth in this Agreement, the parties agree as follows:

#### Subdivider's Obligations

8. Improvements. The Subdivider agrees to construct and install, at Subdivider's expense, all subdivision improvements required to comply with County orders, ordinances, regulations, and policies governing subdivision approval, specifically including without limitation those improvements listed on Exhibit B attached and incorporated by reference into this Agreement (collectively, the Improvements, any one of which is an Improvement). All Improvements shall be constructed in conformity to the County's requirements, procedures, and specifications, pursuant to construction plans, permits, and specifications approved by the County prior to commencement of construction, and subject to inspection, certification, and acceptance by the County.

- 9. Completion. Unless a different time period is specified for a particular Improvement in Exhibit B, construction of all the Improvements shall be completed no later than three (3) years after the Effective Date (the Completion Date); provided, however, that if the Subdivider or the Issuer delivers to the County no later than the Completion Date a substitute Letter of Credit satisfying the criteria established by Paragraph 11 and which has an expiration date no earlier than one year from the Completion Date, then the Completion Date shall be extended to the expiration date of that substitute Letter of Credit or any subsequent substitute Letter of Credit provided in accordance with this Paragraph. Upon completion of each of the Improvements, the Subdivider agrees to provide to the County a complete set of construction plans for the Improvements, certified "as built" by the engineer responsible for preparing the approved construction plans and specifications.
- 10. Warranty. The Subdivider warrants the Improvements constructed by Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees will be free from defects for a period of one (I) year from the date the County accepts the dedication of a completed Improvement or group of Improvements (the Warranty Period), as such Improvement or group of Improvements is separately identified and listed on Exhibit B, except the Subdivider does not warrant the Improvements for defects caused by events outside the control of the Subdivider or the Subdivider's agents, contractors, employees, tenants, or licensees. The Subdivider agrees to repair any damage to the Improvements before and during the Warranty Period due to private construction-related activities. As a condition of the County's acceptance of dedication of any of the Improvements, the County may require the Subdivider to post a maintenance bond or other financial security acceptable to the County to secure the warranty established by this Agreement. If the Improvements have been completed but not accepted, and neither the Subdivider nor Issuer is then in default under this Agreement or the Letter of Credit, at the written request of the Subdivider or the Issuer the County shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to an amount equal to the face amount of the maintenance bond or other financial security acceptable to the County.
- 11. Security. To secure the performance of Subdivider's obligations under this Agreement, Subdivider agrees to provide adequate financial guarantees of performance in the form of a surety bond acceptable to the County, a cash deposit to be held by the County in escrow, or an irrevocable letter of credit in the amount of Dollars (\$ Amount), which amount is the estimated total cost of constructing each of the Improvements as shown on Exhibit B. If a letter of credit is provided pursuant to this Agreement, it shall be in a standard form acceptable to the County, shall have an expiration date no earlier than one year from the date of its issuance, and shall be issued by a financial institution having a rating equivalent to the minimum acceptable rating established under the County's financial institution rating system in effect at the time the initial letter of credit is issued pursuant to this Agreement (the Issuer). During the term of this Agreement and subject to the terms of Paragraph 22 of this Agreement, the County may revise the standard form letter of credit it reasonably considers acceptable and necessary to secure the performance of Subdivider's obligations under this agreement. A letter of credit satisfying the criteria of this Paragraph (and any substitute or confirming letter of credit) is referenced to in this agreement as the "Letter of Credit."

12. Reduction In Letter of Credit. After the acceptance of any Improvement, the amount which the County is entitled to draw on the Letter of Credit shall be reduced by an amount equal to ninety percent (90%) of the Quoted cost of the accepted Improvement, as shown on Exhibit B. Upon completion of an Improvement, at the written request of Subdivider or Issuer, and if neither the Subdivider nor Issuer is then in default under this agreement or the Letter of Credit, the County shall complete, execute, and deliver to the Issuer a reduction letter verifying the acceptance of the Improvement and documenting that the Stated Amount has been reduced by stating the balance of the Stated Amount remaining after the reduction required by the first sentence of this Paragraph. No later than sixty (60) days after its receipt of a written request to reduce the Stated Amount submitted by the Subdivider or the Issuer, the County shall determine the Estimated Remaining Cost and shall complete, execute, and deliver to the Issuer a reduction letter documenting that the Stated Amount has been reduced to the Estimated Remaining Cost if the County determines the Stated Amount exceeds the Estimated Remaining Cost. Notwithstanding the preceding sentence, the County shall not be required to authorize reductions in the Stated Amount more frequently than every ninety (90) days. As used in this Paragraph, "Estimated Remaining Cost" means the amount the County estimates to be the cost of completing all Improvements which are incomplete as of the time of such estimate.

#### County's Obligations

- 13. Inspection and Certificate. The County agrees to inspect Improvements during and at the completion of construction and, if completed in accordance with the standards and specifications for such Improvements, to certify the Improvements as being in compliance with County standards and specifications. The inspections and certifications will be conducted in accordance with standard County policies and requirements. The Subdivider grants the County, its agents, employees, officers, and contractors an easement and license to enter the Property to perform such inspections as it deems appropriate.
- 14. Notice of Defect. The County will provide timely notice to the Subdivider whenever inspection reveals that an Improvement is not constructed or completed in accordance with the standards and specifications for health or safety, and if the notice of defect includes a statement explaining why the defect creates such immediate and substantial harm, the cure period may be shortened to no less than five (5) days and the County may declare a default under this Agreement if not satisfied that the defect is cured after the cure period. Any cure period should be reasonable in relation to the nature of the default.
- 15. Use of Proceeds. The County will disburse funds drawn under the Letter of Credit only for the purposes of completing the Improvements in conformance with the County's requirements and specifications for the Improvements, or to correct defects in or failures of the Improvements. The Subdivider has no claim or rights under this Agreement to funds drawn under the Letter of Credit or any accrued interest earned on the funds. All funds obtained by the County pursuant to one or more draws under the Letter of Credit shall be maintained by the County in an interest bearing account or accounts until such funds, together with accrued interest thereon (the Escrowed Funds), are disbursed by the County. The County may disburse all or portions of the

Escrowed Funds as Improvements are completed and accepted by the County, or in accordance with the terms of a written construction contract between the County and a third party for the construction of Improvements. Escrowed Funds not used or held by the County for the purpose of completing an Improvement or correcting defects in or failures of an Improvement, together with interest accrued thereon, shall be paid by the County to the Issuer of the Letter of Credit no later than sixty (60) days following the County's acceptance of the Improvement or its decision not to complete the Improvement using Escrowed Funds, whichever date is earlier.

- 16. Return of Excess Escrowed Funds. No later than sixty (60) days after its receipt of a written request from the Subdivider or the Issuer to return Excess Escrowed Funds to the Issuer, the County shall disburse to the Issuer from the Escrowed Funds all Excess Escrowed Funds. For purposes of this Paragraph, "Excess Escrowed Funds" means the amount of Escrowed Funds exceeding one hundred ten percent (110%) of the estimated cost of constructing Improvements the County intends to construct but which have not been accepted, as such cost is shown on Exhibit B. Notwithstanding the first sentence in this Paragraph, the County shall not be required to disburse Excess Escrowed Funds more frequently than every ninety (90) days.
- 17. Cost Participation by County. If the County and Subdivider agree the County will participate in the expense of installing any of the Improvements, the respective benefits and obligations of the parties shall be governed by the terms of a Community Facilities Construction Agreement executed by the parties thereto, and the terms of that agreement shall control to the extent of any inconsistency with this Agreement.
- 18. Conditions of Draw on Security The County may draw upon any financial guarantee posted in accordance with Paragraph 11 upon the occurrence of one or more of the following events:
- (a) Subdivider's failure to construct the Improvements in accordance with Paragraph 8 of this Agreement;
- (b) Subdivider's failure to renew or replace the Letter of Credit at least forty-five (45) days prior to the expiration date of the Letter of Credit;
- (c) Subdivider's failure to replace or confirm the Letter of Credit if the Issuer fails to maintain the minimum rating acceptable to the County, in accordance with Paragraph 11 of this Agreement; or
- (d) Issuer's acquisition of the Property or a portion of the Property, through foreclosure or an assignment or conveyance in lieu of foreclosure.

The County shall provide written notice of the occurrence of one or more of the above events to

the Subdivider, with a copy provided to the Issuer. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraph (a), the County shall provide notice to the Subdivider and the Issuer of the specific default and the notice shall include a statement that the County intends to perform some or all of Subdivider's obligations under Paragraph 8 for specified Improvements if the failure is not cured. The notice with respect to a default under subparagraph (a) shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit, unless, in the reasonable opinion of the County, the failure creates an immediate and substantial harm to the public health or safety, in which case the notice shall state why the failure creates an immediate and substantial harm to the public health or safety, and shall be given no less than five (5) days before presentation of a draft on the Letter of Credit. In the event of a draw based on subparagraph (a), the County shall be entitled to draw in the amount it considers necessary to perform Subdivider's obligations under Paragraph 8, up to the amount allocated according to Exhibit B for any Improvement it states its intent to construct or complete in accordance with the standards and specifications for such improvement. The subdivider hereby grants to the County, its successors, assigns, agents, contractors, and employees, a nonexclusive right and easement to enter the Property for the purposes of constructing, maintaining, and repairing such Improvements. Where a Letter of Credit has been provided as the financial guarantee, with respect to an event described by subparagraphs (b), (c), or (d), the notice shall be given no less than twenty (20) days before presentation of a draft on the Letter of Credit. In lieu of honoring a draft based on an event described in subparagraphs (b) or (c), the Issuer or the Subdivider may deliver to the County a substitute Letter of Credit if the event is described by subparagraph (b) or a substitute or confirming Letter of Credit if the event is described by subparagraph (c). If the Issuer has acquired all or a portion of the Property through foreclosure or an assignment or conveyance in lieu of foreclosure, in lieu of honoring a draft based on an event described in subparagraph (d), the Issuer may deliver to the County a substitute or confirming Letter of Credit.

- 19. Procedures for Drawing on the Letter of Credit. The County may draw upon the Letter of Credit in accordance with Paragraph 18 by submitting a draft to the Issuer in compliance with the terms of the Letter of Credit governing such draft. The Letter of Credit must be surrendered upon presentation of any draft which exhausts the Stated Amount of such Letter of Credit. The County may not draft under a Letter of Credit unless it has substantially complied with all its obligations to the Issuer under this Agreement and has properly completed and executed the draft in strict accordance with the terms of the Letter of Credit.
- 20. Measure of Damages. The measure of damages for breach of this Agreement by the Subdivider is the reasonable cost of completing the Improvements in conformance with the County's requirements, procedures, and specifications. For Improvements upon which construction has not begun, the estimated cost of the Improvements shown on Exhibit B will be prima facie evidence of the minimum cost of completion; however, neither that amount or the amount of the Letter of Credit establishes the maximum amount of the Subdivider's liability.
- 21. Remedies. The remedies available to the County, the Subdivider, and Issuer under this Agreement and the laws of Texas are cumulative in nature.

- 22. Provisions for the Benefit of Issuer. The provisions of Paragraphs 9, 10, 11, 12, 15, 16, 18, 19, 21, 22, 23, 25, 26, 27, 28, 29, 30, 32, and 36 of this Agreement for the benefit of the Issuer may not be modified, released, diminished, or impaired by the parties without the prior written consent of the Issuer.
- 23. Third Party Rights. No person or entity who or which is not a party to this Agreement shall have any right of action under this Agreement, nor shall any such person or entity other than the County (including without limitation a trustee in bankruptcy) have any interest in or claim to funds drawn on the Letter of Credit and held in escrow by the County in accordance with this Agreement. Notwithstanding the preceding sentence, the Issuer shall have a right of action to enforce any provision of this Agreement where the Issuer is specifically named as a beneficiary of such provision pursuant to Paragraph 22.
- 24. Indemnification. The Subdivider hereby expressly agrees to indemnify and hold the County harmless from and against all claims, demands, costs, and liability of every kind and nature, including reasonable attorney's fees for the defense of such claims and demands, arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act or negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements. The Subdivider further agrees to aid and defend the County if the County is named as a defendant in an action arising from any breach on the part of Subdivider of any provision in this Agreement, or from any act of negligence of Subdivider or Subdivider's agents, contractors, employees, tenants, or licensees in the construction of the Improvements, except where such suit is brought by the Subdivider. The Subdivider is not an employee or agent of the County. Notwithstanding anything to the contrary contained in this agreement, the Subdivider does not agree to indemnify and hold the County harmless from any claims, demands, costs, or liabilities arising from any act or negligence of the County, its agents, contractors, employees, tenants, or licensees.
- 25. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute continuing waiver unless expressly provided for by a written amendment to this Agreement; nor will the waiver of any default under this agreement be deemed a waiver of any subsequent defaults of the same type. The failure at any time to enforce this Agreement or covenant by the County, the Subdivider, or the Issuer, their heirs, successors or assigns, whether any violations thereof are known or not, shall not constitute a waiver or estoppel of the right to do so.
- 26. Attorney's Fees. Should either party or the Issuer, to the extent Issuer is named as specific beneficiary, be required to resort to litigation to enforce the terms of this agreement, the prevailing party, plaintiff or defendant, shall be entitled to recover its costs, including reasonable attorney's fees, court costs, and expert witness fees, from the other party. If the court awards relief to both parties, each will bear its own costs in their entirety.
- 27. Assignability. The benefits and burdens of this Agreement are personal obligations of the

Subdivider and also are binding on the heirs, successors, and assigns of the Subdivider. The Subdivider's obligations under this Agreement may not be assigned without the express written approval of the County. The County's written approval may not be withheld if the Subdivider's assignee explicitly assumes all obligations of the Subdivider under this Agreement and has posted the required security. The County agrees to release or reduce, as appropriate, the Letter of Credit provided by the Subdivider if it accepts substitute security for all or any portion of the Improvements. The County, in its sole discretion, may assign some or all of its rights under this Agreement, and any such assignment shall be effective upon notice to the Subdivider and the Issuer.

- 28. Expiration. This Agreement shall terminate upon the expiration of the approval of the proposed final plat of the Subdivision or if the Subdivision is vacated by the Subdivider.
- 29. Notice. Any notice required or permitted by this Agreement is effective when personally delivered in writing or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified with return receipt requested, and addressed as follows:

Attn:	 ,		
Printed Name:	 	•••	
Office or Position:			
Address:	 	•	
		-	
if to County:			
Attn:			
Printed Name:	 	-	
Office or Position:			
Address:	 		

if to Subdivider:

if to the Issuer:

The parties may, from time to time, change their respective addresses listed above to any other location in the United States for the purpose of notice under this Agreement. A party's change of address shall be effective when notice of the change is provided to the other party in accordance with the provisions of this Paragraph.

at Issuer's address shown on the Letter of Credit.

- 30. Severability. If any part, term, or provision of this Agreement is held by the courts to be illegal, invalid, or otherwise unenforceable, such illegality, invalidity, or enforceability shall not affect the validity of any other part, term, or provision, and the rights of the parities will be construed as if the part, term, or provision vas never part of this Agreement.
- 31. Personal Jurisdiction and Venue. Personal jurisdiction and venue for any civil action

	commenced by either party to this Agreement or the Issuer, whether arising out of or relating to the Agreement or the Letter of Credit, will be deemed to be proper only if such action is commenced in District Court for County, Texas, or the United States District Court for the District of Texas, Division. The Subdivider expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal. The Issuer, by providing a Letter of Credit pursuant to the terms of-this Agreement, expressly waives any right to bring such an action in or to remove such an action to any other court, whether state or federal.
-	32. Release Upon Completion. Upon acceptance of all Improvements, the County agrees: (a) to complete, execute and deliver to the Subdivider and the Issuer a release in recordable form releasing the Subdivider and Subdivider's heirs, successors and assigns, and the Property from all provisions of this Agreement except those contained in Paragraph 10, and (b) to return to the Issuer the Letter of Credit and any Escrowed Funds not expended or obligated by the County for the completion of the Improvements.
	33. Captions Immaterial. The numbering, order, and captions or headings of the paragraphs of this agreement are for convenience only and shall not be considered in construing this agreement.
	34. Entire Agreement. This Agreement contains the entire agreement between the parties and correctly sets forth the rights, duties, and obligations of each to the other as of the Effective Date. Any oral representations or modifications concerning this Agreement shall be of no force or effect excepting a subsequent written modification executed by both parties.
	35. Authorization to Complete Blanks. By signing and delivering this agreement to the appropriate official of the County, the Subdivider authorizes completion of this Agreement by filling in the Effective Date below.
	36. Binding Agreement. The execution and delivery of this agreement and the performance of the transactions contemplated thereby have been duly authorized by all necessary corporate and governmental action of the County. This Agreement has been duly executed and delivered by each party, and constitutes a legal, valid, and binding obligation of each party enforceable in accordance with the terms as of the effective Date. These representations and agreements are for the benefit of the Issuer, and have been relied on by the Issuer in issuing the Letter of Credit.
	EXECUTED by the parties to be effective as of the day of, 20
	County Official Subdivider
	[SIGNATURES OF THE PARTIES TO BE ACKNOWLEDGED]
	EXHIBIT A: METES AND BOUNDS DESCRIPTION OF PROPERTY
	EXHIBIT B: SUBDIVISION IMPROVEMENTS

Subdivision Improvements. Subdivider and County agree the following improvements are required in connection with the approval and development of the Subdivision (collectively, the Subdivision Improvements). Subdivider agrees to deliver a financial guarantee acceptable in form and substance to the County in an amount equal to the Estimated Cost of Completion listed below, as follows:

Description of Improvement(s)

**Estimated Cost of Completion** 

a) L\

b)

c)

# APPENDIX 2B. IRREVOCABLE LETTER OF CREDIT SAMPLE FORM IRREVOCABLE LETTER OF CREDIT NO.

TO:	, Texas	
DATE:	, 20	
DOLLARS (\$	we of costomer (the Stated Amounty judge, any county com	AME AND LOCATION OF BANK], for the Customer), up to the aggregate amount of the authority available by our draft, accompanied by a missioner, or the county treasurer that the
of and octatedy principle	ns of said Agreement and	onstruction Agreement dated, 20, (the Agreement). County is in substantial has calculated the amount of this draft in
honored within five cale drawn and presented in a permitted and the letter above any reduction letters account exceed the State	and must specify the date and are days of presentment. accordance with this credit of credit shall be reduced by the County.	PIRATION DATE] by the close of business of and number of this credit. Drafts will be We hereby engage all drawers that drafts a shall be duly honored. Partial draws are by the amount of such partial draws as well as The sum of such partial draws shall on no and upon any draw or reduction letter which be surrendered to us.
Except as expressly state Documentary Credits (1960).	d, this credit shall be subjected, this credit shall be subjected. Revision), International	ect to the Uniform Customs and Practice for all Chamber of Commerce (Publication No.
This credit is irrevocable writing.	prior to its expiration date	e unless both parties consent to revocation in
address of Issuer:		Signature of Issuer's Authorized Officer
		Printed Name: Title:

#### **NOVEMBER 14, 2011**

#### REGULAR MEETING

THE STATE OF TEXAS

COUNTY OF NEWTON §

On this the 14<sup>th</sup> day of November, 2011, the Commissioner's Court of Newton County, Texas convened in regular session at the Iris & Annie Howard Civic Center, in the City of Newton, Newton County, Texas with the following members of the Court present to-wit:

Truman Dougharty

William Fuller

Commissioner Precinct No. 1

Thomas Gill

Commissioner Precinct No. 2

Prentiss Hopson

Leanord Powell

Commissioner Precinct No. 3

Commissioner Precinct No. 4

The following absent, none, constituting a quorum, when among other proceedings the following orders were adopted.

Leanord Powell gave the invocation.

The meeting was called to order by County Judge Truman Dougharty, who welcomed the guests present and invited their participation in any discussions.

Attending the meeting were Forrest Rogers, Librarian Sharon Long, Susie Pierce & Rayburn Davis with Emergency Service District No. 5, Billy J. O'Neal with RC Paving & Construction, Ace Mathews with Mathews Construction/APAC, County Agent Lisa Wall, Civil Deputy Kandi Brown, Treasurer Ginger Arnold, Auditor Liz Holloway, Tax Assessor-Collector Melissa Burks, and Administrative Assistant Rosemary Johnson.

#### AGENDA ITEM NO. 1

Request for public comment and Notice of Public Meeting for County of Newton FHAST Form Fair Housing Action Plan.

There were no public comments.

#### AGENDA ITEM NO. 2

Review, amend as necessary, and consider adoption of the final State's Fair Housing Activity Statement-Texas Form (FHAST Form) which will become jurisdictions' Fair Housing Action Plan.

Moved: Commissioner Leanord Powell Seconded: Commissioner William Fuller

Motion: To adopt the State's final Fair Housing Activity Statement-Texas Form (FHAST Form) which

will become the jurisdictions' Fair Housing Action Plan.

Vote: The motion passed by a vote of five (5) for and none against.

The said plan is marked Exhibit "A" and attached hereto and made a part hereof for all

purposes.

#### AGENDA ITEM NO. 3

Minutes of previous Commissioners' Court Minutes.

Moved: Commissioner Truman Doughrty Seconded: Commissioner Prentiss Hopson

Motion: Accept the minutes as presented for Commissioners' Court meetings held on August 8, 11, 16,

Motion:

To accept the departmental reports as presented.

Vote:

The motion passed by a vote of five (5) for and none against.

#### **DEPARTMENTAL REPORTS:**

Newton County Librarian Sharon Long reported that there were 16 new patrons, 786 internet hours, 722 computer users, 8 children's programs and reported a total circulation of 1,656. The Newton Library remitted \$527.69 to the county treasurer. The Deweyville Library reported 12 new patrons, 114 internet hours, 77 computer users, 7 volunteer hours, and reported a total circulation of 637. The Deweyville Library remitted \$55.90 to the county treasurer.

Lisa Wall gave the October report from the Texas Agrilife Extension Service.

Kandi Brown from the Newton County Sheriff's Office gave the October report. There were 30 people arrested and placed in the Newton County Jail, 457 Emergency/911 calls, served 42 sets of civil papers and collected \$6,024.00.

Tax Assessor-Collector Melissa Burks reported collections in the amount of \$282,402.44 and Penalty & Interest in the amount of \$12,395.48.

County Auditor Liz Holloway read the reports for the Justices of the Peace.

Justice of the Peace Precinct 1	A. J. Satterwhite	\$4,963.20
Justice of the Peace Precinct 2	Brenda Smith	4,634.90
Justice of the Peace Precinct 3	Jimmy M. Hopson	5,531.40
Justice of the Peace Precinct 4	Leanord Powell	\$12,260.90

The historical operating fund reported \$323.99 and the book fund reported \$55.00 for a total of \$378.99 for the month of October.

County Clerk Mary Cobb reported fees of office in the amount of \$14,793.00 for the month of October, 2011.

County Treasurer Ginger Arnold gave the treasurer's report by reading the totals in all funds at the end of the month. The Statement of Cash Flow is marked Exhibit "B" and attached hereto and made a part hereof for all purposes.

#### AGENDA ITEM NO. 5

Texas General Land Office Plan for Reallocation of Unused Round 2.2 Ike Recovery Funds Resolution.

Moved: Commissioner William Fuller Seconded: Commissioner Prentiss Hopson

Motion: Adopt the Texas General Land Office Plan for Reallocation of Unused Round 2.2 Ike

Recovery Funds Resolution.

The motion passed by a vote of five (5) for and none against Vote:

The said resolution is marked Exhibit "C" and attached hereto and made a part hereof for all purposes.

#### AGENDA ITEM NO. 6

Public Hearing and Resolution to Continue to Tax Goods-In-Transit.

There were no public comments. The public hearing was closed and the following action was taken.

County Judge Truman Dougharty Seconded: Commissioner Leanord Powell

Motion: To adopt the Resolution to Continue to Tax Goods-In-Transit.

Seconded: Commissioner Prentiss Hopson

Motion: Accept Newton County Emergency Services District 5 Audit and Budget.

Vote: The motion passed by a vote of five (5) for and none against.

The said audit and budget is marked Exhibit "E" and attached hereto and made a part hereof

for all purposes.

#### AGENDA ITEM NO. 8

CDBG Disaster Recovery Program and Grant Agreement GLO Contract No. 12-225-000-5526 between

General Land Office and Newton County.

Moved: Commissioner William Fuller Seconded: Commissioner Leanord Powell

Motion: To approve the CDBG Disaster Recovery Program and Grant Agreement GLO Contract No.

12-225-000-5526 between General Land Office and Newton County.

Vote: The motion passed by a vote of five (5) for and none against.

The said agreement is marked Exhibit "F" and attached hereto and made a part hereof for all

purposes.

#### AGENDA ITEM NO. 9

Donation of the American Legion Post #158 Building to the County of Newton and cancel Lease of Property.

Moved: Commissioner William Fuller Seconded: Commissioner Leanord Powell

Motion: To accept the donation of the American Legion Post #158 Building to the County of Newton

and cancel Lease of Property.

Vote: The motion passed by a vote of five (5) for and none against.

The said memo donating the property is marked Exhibit "G" and attached hereto and made a

part hereof for all purposes.

#### AGENDA ITEM NO. 10

Nominate member to represent Newton County on the Newton County Central Appraisal District Board of Directors.

Moved: Commissioner Prentiss Hopson Seconded: Commissioner Leanord Powell

Motion: To leave John C. Avant on the board to represent Newton County on the Newton Central

Appraisal District Board of Directors.

Vote: The motion passed by a vote of five (5) for and none against.

The said letter of appointment is marked Exhibit "H" and attached hereto and made a part

hereof for all purposes.

#### AGENDA ITEM NO. 11

Consider grant application with FEMA for Notice of Interest (NOI) under DR-4029 for wildfire mitigation project.

Moved: Commissioner Prentiss Hopson Seconded: Commissioner Leanord Powell

Motion: To apply for the grant application with FEMA for Notice of Interest (NOI) under DR-4029 for

wildfire mitigation project.

Vote: The motion passed by a vote of five (5) for and none against.

The said letter of acceptance is marked Exhibit "T" and attached hereto and made a part hereof for all purposes.

#### AGENDA ITEM NO. 12

Accept Donation from NRG (Cottonwood) for park in Precinct 4, in Deweyville.

Moved: Commissioner Leanord Powell Seconded: Commissioner Prentiss Hopson

Motion: To accept the donation from NRG (Cottonwood) for a park in Precinct 4, in Deweyville.

Vote:

The motion passed by a vote of five (5) for and none against.

The said Audit and Budget is marked Exhibit "J" and attached hereto and made a part hereof for all purposes.

#### AGENDA ITEM NO. 14

Accept appointment on Fire Commissioners for Commissioners for Newton County Emergency Services District 4.

No action taken.

#### AGENDA ITEM NO. 15

Lease Agreement between Newton County and Donald "Pee Wee" Y'Barbo.

Moved: County Judge Truman Dougharty Seconded: Commissioner William Fuller

Motion: To accept the lease between Newton County and Donald "Pee Wee" Y'Barbo to mow the

airport area and the land adjacent to the Newton County Correctional Center.

Vote: The motion passed by a vote of five (5) for and none against.

The said lease is marked Exhibit "K" and attached hereto and made a part hereof for all

purposes.

#### AGENDA ITEM NO. 16

Canvass November General Election.

Moved: Commissioner Prentiss Hopson Seconded: Commissioner William Fuller

Motion: To table the canvass, due to the change in the election calendar as a result of the

redistricting lines not being approved.

Vote: The motion passed by a vote of five (5) for and none against.

#### AGENDA ITEM NO. 17

Continuing education certification.

Moved: Commissioner Leanord Powell Seconded: Commissioner Prentiss Hopson

Motion: To approve continuing education hours for Liz Holloway, Kim Gibson and Shari Ebach.

Vote: The motion passed by a vote of five (5) for and none against.

The said certificates are marked Exhibit "L" and attached hereto and made a part hereof for all

purposes.

#### AGENDA ITEM NO. 18

Payment of bills.

Moved: Commissioner William Fuller Seconded: Commissioner Thomas Gill

Motion: To approve the payment of bills as presented.

Vote: The motion passed by a vote of five (5) for and none against.

#### GENERAL FUND

LICIND	
A/P Checks	\$226,507.08
McCreary, Veselka, Bragg & Allen	281.21
Ninth Court of Appeals	145.00
Jasper County Constable – Sheriff Service Fees	80.00
Texas Parks & Wildlife - JP's -J. Cryer	55.25
Texas Parks & Wildlife - CC - D. Jenkins & L. Jenkins	125.00
Texas Parks & Wildlife - CC - L. Jenkins	25.00
County Judge	3,689.06
County Clerk	7,080.69
Veteran Service Department	104.91
Non-Departmental	1,012.03

District Attorney	4,517.32
Elections	16,171.21
County Auditor	4,136.76
County Treasurer	3,626.84
County Tax Assessor-Collector	13,851.27
County Property	35,104.02
County Airport	40,922.07
Fire Protection	850.00
Emergency Management	357.50
Constables	5,190.32
Sheriff-Patrol Division	25,826.87
Sheriff-Jail Division	20,510.76
Probation Department	162.68
Autopsies	1,900.00
Department of Public safety	571.40
Jasper-Newton Co. Health	2,900.00
Aid to the Aged	3,763.94
Indigent Health Care	2,617.63
County Extension	3,337.52
Unbudgeted	453.00
FUND TOTAL	\$449,670.80
NCCC Accrual Account	2,463.53
District State Fund	2,918.78
Road & Bridge General	33,422.22
Road & Bridge Pct. 1	19,036.00
Road & Bridge Pct. 2	29,502.26
Road & Bridge Pct. 3	12,857.52
Road & Bridge Pct. 4	22,007.30
Courthouse Security	4,683.86
NCCC Capital Improvements	3,063.99
VAW Grant	4,612.23
Commissioners' Special No. 1	14,266.04
Commissioners' Special No. 2	4,563.31
Commissioners' Special No. 3	7,325.32
Commissioners' Special No. 4	15,132.74
Dedicated Road Pct. No. 1	584.65
Dedicated Road Pct. No. 2	567.90
Lateral Road Pct. No. 2	2,256.00
Sheriff Contraband	308.84
NC Library Rocker Grant	225.82
Solid Waste Disposal	11,187.67
Voter Registration	4,752.80
Law Library	610.00
Newton County Library	12,557.63
Historical Operating	402.94
District Attorney Hot Check	13.94
Powell Hotel Fund	112.75
Victim's Coordinator Grant	4,462.99
Records Management	789.21
TDRA Grants	104,927.59
TEXAS SAVNS/VINE Grant	7,905.00
Civic Center Operations	1,124.21
State Fee Account	45,332.82
Justice Court Technology	372.08
GRAND TOTAL	\$824,020.74

Adjourn.

Moved: County Judge Truman Dougharty Seconded: Commissioner Leanord Powell

Motion: To adjourn, there being no other business to come before the Court.

Vote: The motion passed by a vote of five (5) for and none against.

Truman Dougharty

County Judge

Newton County, Texas

TTEST:

Mary Coth, County & Ex-Officio Clerk of the Commissioners' Court

Newton County, Texas

Newton County, Texas

THE STATE OF TEXAS	}
COUNTY OF NEWTON	}

I, MARY COBB, County Clerk in and for Newton County, Texas, do hereby certify that the above and foregoing is a true and correct copy of November 14, 2011 minutes of Commissioner's Court, as follows, to-wit:

Type of Meeting

Date of Meeting

1. Regular Meeting

November 14, 2011

as the same appear from the ORIGINALS now on file in this office and filed in the Commissioner's Court Minutes in and for Newton County, Texas.

TO CERTIFY WHICH, Witness my hand and seal of office this the 9th day of November, 2012.

Mary Cobb, County Cler Newton County, Texas

BY Deputy

#### Fair Housing Activity Statement – Texas

Recognizing that each jurisdiction is unique, this Fair Housing Activity Statement - Texas is intended to be used in conjunction with the Analysis of Impediments, Phase I as a form to help the applying jurisdictions perform assessments of their impediments to fair housing choice, plan actions to address identified impediments, and communicate their plans to the State of Texas and HUD.

BEFORE beginning to fill out this form, each jurisdiction should:

- (1) Participate in the regional FHAST Form training.
- (2) Review the 2010 Texas Interim Phase I AI in detail;
- (3) Gather relevant information (see instructions in Appendix A);
- (4) Convene a FHAST Working Group to assess the data collected in #2 and fill out the FHAST form (see instructions in Appendix A.)

**Impediment #1** Protected classes may experience disparities in home mortgage lending and high cost loans.

No local action is required at this time.

**Impediment #2** There is inadequate information available to the real estate community, governments and the public about fair housing requirements and enforcement procedures.

No local action is required at this time.

**Impediment #3** The public is not sufficiently aware of their Fair Housing rights and how to obtain the assistance necessary to protect those rights.

1. Consistent with the Fair Housing Act, the State of Texas, and funded sub-recipients should continue to promote and conduct events to celebrate April as Fair Housing Month, and direct sub-recipients to do the same. These events can demonstrate support for fair housing and build awareness.

✓ we will commit to undertake Fair Housing Month activities. (Check all that apply.)
<ul> <li>✓ Passage of a resolution by our governing body.</li> <li>☐ Activities in schools.</li> <li>✓ Placing posters in public buildings.</li> <li>✓ Governing body will hold a special hearing to solicit input from the community.</li> <li>☐ Other. Please specify.</li> </ul>

When will you undertake these activities? ☐2011 ☑2012 ☐2013
☐ Not Applicable (Explain)
2. Consistent with the Fair Housing Act, the State of Texas and funded sub-recipients have historically conducted fair housing activities at various times of the year and should continue to fund, depending on sufficient appropriations, or collaborate with public and private agencies, organizations and groups to plan and conduct fair housing activities.
✓ We will conduct/sponsor/fund in fair housing activities at various times of the year other than —April as Fair Housing Monthll. Attach a description of these activities and identify the organizations and agencies you have worked with.
When will you do this? 2011 2012 2013
Not Applicable (Explain)
Newton County proposes to coordinate AFFH activities with the local Self-Help Housing Agency throughout the year as well as providing information at our Fall festival and sponsoring an AFFH seminar.
Impediment #4 "Not in my Backyard∥ (NIMBY) may be an impediment to fair housing in Texas communities.

- 1. NIMBY opposition needs to be anticipated and planning and outreach should occur on the front end of projects. To mitigate defensive and reactive responses, planning should include strategies for education, outreach and marketing that provide accurate information and promote the positive aspects and benefits of affordable housing to build support among community residents.[1]
- 2. The Department of Housing and Urban Development (HUD) provides extensive information about Fair Housing and examples at www.hud.gov. Generally communities should consider:
  - Working with local officials, editorial boards, religious and civic organizations and other community leaders to initiate education programs.
  - Seeking opportunities to present information to community organizations by requesting to be placed on their meeting agendas.
  - Including a visit to the Group Home residence as part of an education program.
  - Answering all questions.

- Talking with local neighborhood leaders, including elected representatives, and setting up a neighborhood meeting.
- Setting up a liaison committee consisting of advocates, group residents, and neighborhood residents to discuss issues.
- Identifying areas that meet AFFH targets where the community supports development, has worked
  with community groups and potentially uses funds to assist the development of multi-family
  affordable housing.

	We have developed an anti-NIMBYism action plan. [Attach a copy or description]
<b>√</b>	We will develop an anti-NIMBYism action plan. (Designate who will be responsible for developing this plan.) When will you do this? □ 2011 □ 2012 □ 2013 Newton County
	Not Applicable (Explain)
affi affi	pediment #5 Certain governmental policies and practices may not meet current HUD policy concerning irmatively furthering fair housing. Jurisdictions should act to ensure that their policies and procedures irmatively further fair housing, address mal-distribution of resources, and that they do not unnecessarily pact housing choice.
lon or inte lon F c	As part of certifying that a community is affirmatively furthering fair housing, jurisdictions that have g-term infrastructure plans should review them to determine if the plan promotes racial concentrations otherwise inadvertently results in disparate treatment of members of protected classes. While not ended to direct a community to hire a consultant, it is anticipated that a community will review its g-term infrastructure plans as part of this recommended action. In reviewing the project list (Appendix of the Phase 1 AI) there are many projects that are listed as being of community-wide benefit. The cords do not indicate the actual location of projects or provide adequate discussion of how the projects nefit the entire community.
	We have a long-term infrastructure plan and will review the plan to determine if it promotes racial neentrations or otherwise inadvertently results in disparate treatment of members of protected classes it relates to the availability of housing.
W	/hen will you do this? ☐ 2011
<b>√</b>	Not Applicable (Explain)
	The County does not have a long-term infrastructure plan.

We have already collected information on the locations of protected populations and have adequate information for insuring that new projects with —citywide benefits will not perpetuate illegal differences in treatment.	
✓ We will use the information in the AI to ensure that proposed projects do not perpetuate illegal differences in treatment.	
When will you do this? 🗸 2011	
Not Applicable (Explain)	
2. As it has been determined under federal law that Fair Housing applies to all federal housing and community development funds, to reduce —siloingl the fair housing component into only housing-related programs, fair housing should be considered in all activities for all local community planning staff.	
We have determined that consideration of Fair Housing implications has already been incorporated into all aspects of planning in this jurisdiction. [Please attach supporting documentation.] We will review and insure that Fair Housing implications are addressed in all aspects of planning in this jurisdiction in a manner consistent with the guidelines provided by the state at the FHAST form training and maintain documentation of that review.	
When will you do this?   2011  2012  2013	
Not Applicable (Explain)	

or county—including managers and attorneys—to receive available Fair Housing training within the first 12 months of their employment or engagement.
We have a policy in place providing for all senior staff – including managers and attorneys – to receive Fair Housing training within their first 12 months on the job, and for long-term senior staff to receive regular updated training. [Attach copy of policy]
We do not have such a policy and will develop and implement one.
When will you do this? ☐ 2011 ☐ 2012 ☑ 2013
Not Applicable (Explain)
4. As part of what is usually a common initial training by the associations that provide education opportunities for newly-appointed board members or newly-elected council or commissioners court members of cities and counties, the state should request that training include specific information on the Fair Housing Act—with a discussion of affirmatively furthering fair housing obligations.
No local action is required at this time.
5. Local communities should consider limiting the concentration of infrastructure improvements like wastewater treatment, solid waste disposal, or similar necessary but not desirable infrastructure projects in residential areas where there are concentrations of protected classes.
We have an official policy that limits the concentration of certain infrastructure improvements. [Attach a copy.]
We have official policies and procedures that take the location of protected classes into account when deciding where to locate undesirable infrastructure improvements. [Attach a copy.]

We do NOT have limits on the concentration of undesirable infrastructure improvements or policies and procedures that take the residential location of members of protected classes into account, but will develop formal limits or official policies and procedures.
When will you do this? ☐ 2011 ☐ 2012 ✓ 2013
Not Applicable (Explain)
6. Communities electing to provide publicly financed housing incentives should be requested to call for recipients to engage in affirmative marketing.
☐ We have a policy requiring Affirmative Marketing Plans from developers seeking tax abatements or other supports for new housing.
We do not have such a policy and will develop and implement one.
When will you do this? 2011
✓ Not Applicable (Explain)
The County has not elected to provide publicly financed housing incentives but acknowledges its obligation to develop a policy should it provide publicly financed housing incentives in the future.
7. If a jurisdiction is a non-entitlement community, when working in LMI areas to replace roads or other infrastructure, the jurisdiction should consider making application for additional sources of funding to provide assistance to repair substandard housing associated with the project (i.e., TDHCA or HUD.)
We formally consider accessing supplementary funds when infrastructure proposals are developed. [Attach policies.]

✓ We have not consistently done this in the past and we will develop a process to formally consider making housing funding applications when funds for infrastructure projects are sought.	
When will you do this? □ 2011 □ 2012 ☑ 2013	
Not Applicable (Explain)	
8. Most infrastructure projects take into account items like curb cuts, sidewalks, hearing and visually impaired indicators at intersections. When approving non-federally funded projects, similar special needs construction should be required for infrastructure improvements. Projects should also address other legacy discrimination issues, such as accessibility in public areas like courthouses, community centers and other high traffic areas.	
✓ We currently require that applications for non-federally-funded infrastructure projects are ADA compliant and address other legacy discrimination issues.	
We do not have such a requirement. We will develop one.	
When will you do this? □2011	
Not Applicable (Explain)	

9. Each jurisdiction applying for Community Development Block Grant funds or other federal housing and community development funds should submit a Fair Housing Activities Statement – Texas (FHAST) with their application, reviewing their infrastructure needs and housing needs and how the proposed activity promotes fair housing or results in more equitable treatment of protected classes. Projects with community-wide benefits should be accompanied by explicit commitments on the part of the local jurisdictions to undertake additional activities to affirmatively further fair housing along with a monitoring and reporting process.

✓ We submit a FHAST form.	
When will you begin to do this? ✓ 2011	
☐ Not Applicable (Explain)	
10. As part of the non-housing disaster recovery program, jurisdictions should consider low-income areas and areas populated principally by members of protected classes to determine the potential for flooding and consider making infrastructure expenditures to help protect the impacted communities—including colonias.	
We have reviewed LMI areas and areas populated principally by members of protected classes, and prioritized infrastructure expenditures to help protect the impacted communities—including colonias.	
We have not done this in the past but will conduct such a review and consider these infrastructure projects in the future.	
When will you do this? ☑ 2011	
Not Applicable (Explain)	
11. If applicable, all policies should be reviewed regarding denying applicants' access to disaster recovery CDBG funds if their residence is located in the flood plain. If the policy does not allow participation by restricting building in flood plains, then the policy should be assessed to see if alternative housing programs could be implemented for the residents. Local jurisdictions should analyze the results and see if protected classes are more frequently harmed by flood plain restrictions. This action does not apply to the GLO CDBG Disaster Relief Fund that limits property purchase —unless TXCDBG receives satisfactory evidence that the property to be purchased was not constructed or purchased by the current	
owner after the property site location was officially mapped and included in a designated flood plain.	
We have completed this review and analysis and will take action on our findings.	

We have not completed this review and analysis. We will do so and take appropriate actions based on our findings for Round 2 programs.
When will you do this?   2011
Not Applicable (Explain)
The County does not have a policy in effect that would deny applicants access to disaster recovery CDBG funds if their residence is located in the flood plain.
12. When an entire community is in a flood plain, the community should establish clear standards that allow for proper elevation or relocation, and that also allows for visitability/special needs considerations consistent with state[3] and federal law.
[3] Texas Government Code Section 2306.514
We have established clear standards that allow for proper elevation of homes or for relocation, and also allow for visitability/special needs considerations consistent with state and federal law. [Attach documentation.]
☐ We have not developed these standards but will do so for Round 2 programs.
When will you do this? 2011
✓ Not Applicable (Explain)
Our entire county is not in a flood plain.

13. Local jurisdictions that accommodated the relocation of disaster survivors resulting in concentrations of protected class survivors in specific areas should establish Moving to Opportunity Programs and include renters in their Moving to Opportunity Programs as defined under Round 2.

This action step applies to our jurisdiction. We will establish a Moving to Opportunity Program for disaster survivors as part of our Round 2 housing recovery program.
When will you do this? 2011
✓ Not Applicable (Explain)
Our County does not have concentrations of disaster survivors in specific areas that are a result of accommodating their relocation. By way of clarification, the county did not decline to accommodate the relocation of disaster survivors but there were no relocations of disaster survivors that resulted in concentrations.
14. Consistent with the process established in the Conciliation Agreement, local jurisdictions and state agencies should work together to determine a demographic and economic profile of victims of the natural disaster and establish goals for assisting these populations in no less that the proportions they were impacted by the disaster. These goals should be performance goals and disaster recovery funds should be extended incrementally in a manner to ensure that these populations are equitably assisted with benefits.
<ul><li>✓ We will cooperate with state agencies to carry out this action step.</li><li>When will you do this? ☑ 2011</li></ul>
☐ Not Applicable (Explain)
15. All infrastructure programs funded with disaster recovery funds should be designed so that any publicly accessible infrastructure projects and associated facilities are fully accessible to persons with disabilities.
We have established clear policies and procedures to insure that all infrastructure programs funded with disaster recovery funds will be designed so that any publicly accessible infrastructure projects and associated facilities are fully accessible to persons with disabilities. [Attach documentation.]

We have not developed these standards and policies; we will do so for Round 2 infrastructure projects. The person or entity responsible for developing these standards will be Newton County.
When will you do this? ✓ 2011
Not Applicable (Explain)
16. Consistent with the Conciliation Agreement, family and elderly public housing units damaged or destroyed by the disaster should be reconstructed or repaired in a manner that affirmatively furthers fair housing utilizing disaster recovery funds within 24 months of approval of the initial application for disaster recovery assistance for the local jurisdiction.
We affirm that family and elderly public housing units damaged or destroyed by the disaster will be reconstructed or repaired in a manner that affirmatively furthers fair housing utilizing disaster recovery funds within 24 months of submission of the initial application for disaster recovery assistance by the local jurisdiction.
Not Applicable (Explain)
Impediment #6 Governmental entities at all levels do not appear to have been proactive in the

**Impediment #6** Governmental entities at all levels do not appear to have been proactive in the enforcement of both the Fair Housing Act and the obligation to affirmatively further fair housing. The State and subrecipients should implement a robust and effective structure for identifying and pursuing suspected violations.

1. Given the potential for increase in Fair Housing enforcement action by federal and state agencies and private organizations, an ongoing fair housing testing program for areas that receive federal housing and community development funds could be beneficial to protect state agencies and sub-recipients from potential repayment. Fair housing enforcement is a valid use of CDBG funding and can be used to establish testing programs by agencies trained in HUD testing procedures. The state, or local jurisdictions combining together, should consider conducting tests in areas that include the following: steering in sales and rental; the denial of and different terms and conditions based on race, national origin, familial status, and disability in sales and rental; predatory and disparate terms and conditions in lending and insurance; and foreclosure modification schemes targeting minority neighborhoods. The state should also consider education to applicable entities on self-testing and self-correction.

<ul><li>We currently have a testing program for Fair Housing violations.</li><li>✓ We do not have a testing program for Fair Housing violations and plan to establish one.</li></ul>
When will you do this? ☐ 2011 ☐ 2012 ☑ 2013
Not Applicable (Explain)
We fully agree with the need for an ongoing fair housing testing program for areas that receive federal housing and community development funds, however we feel it would be inappropriate for the county to perform this testing. It is our belief it is in the best interest of all parties for the testing to be performed in a manner totally independent of the local government. We will coordinate with TDHCA for assistance in conducting this testing.
2. TDHCA should, as a pilot program, allocate funds to independent third parties or a combined jurisdiction team identified in point 1 of this section to provide similar testing to determine if additional enforcement is necessary.
No local action is required at this time.
3. Impacted agencies that provide certification that they are affirmatively furthering fair housing as required by federal law, should consider publishing a public document on enforcement that provides the public and communities with a clear description (and chart) of the state and Federal Fair Housing Act.
On documents concerning housing and community development programs that are provided to the public, we will list fair housing enforcement contacts and procedures consistent with the State suggested language when it is provided in 2011.
When will you do this? 🗸 2011
☐ Not Applicable (Explain)

4. Each community should place on its website (if one is available) the contact, at the local, state, and federal levels, for reporting a Fair Housing complaint, if citizens believe they were victims of housing discrimination.
We have published the contact information – at the local, state and federal levels – for reporting a Fair Housing complaint. [Attach a copy or URL.]
We have not done so but will do so.
When will you do this? 🗸 2011
Not Applicable (Explain)
5. Each local jurisdiction should publish on its website a clear statement, approved jointly by TDHCA, expressing the jurisdiction's obligation to affirmatively further fair housing and providing a method for reporting suspected noncompliance to the state and to HUD. The jurisdiction's contact person should be able to refer to clear local Fair Housing procedures for the complaint process, keep logs and records of all inquiries, allegations, complaints and referrals. These reports should be sent to the appropriate funding agency. Where these reports show that a jurisdiction has administered programs inconsistently with the AI and had the effect of discouraging applications from members of protected classes who are deemed eligible under the plan for assistance, affirmative marketing plans should be developed and submitted to the appropriate agency.
We have published a policy statement expressing our jurisdiction's obligation to Affirmatively Further Fair Housing. [Attach a copy or URL.]
✓ We will publish a policy statement consistent with the language the State provides in 2011.
When will you do this? ✓ 2011
Not Applicable (Explain)
We have developed clear procedures for the Fair Housing complaint process. [Attach a copy]

✓ We will develop clear procedures for the Fair Housing complaint process once more guidance in given by the State in 2011.
When will you do this? ✓ 2011
Not Applicable (Explain)
We keep complete logs and records of all Fair Housing inquiries, allegations, complaints and referrals and have a policy statement about these legal records.
✓ We will begin keeping required logs and records.
When will you do this? ✓ 2011
Not Applicable (Explain)
We have remedial procedures for developers, landlords, home sellers and others whose actions may be inconsistent with Fair Housing laws and regulations.
We do not have remedial procedures but will develop them. The agency or person who will be responsible for developing these procedures is  Newton County
When will you do this? 2011
Not Applicable (Explain)

**Impediment #7** Many local jurisdictions have zoning codes, land use controls, and administrative practices that may impede fair housing choice and fail to affirmatively further fair housing.

1. The law anticipates that ordinances creating disparate impact should also be reviewed for change. If a disparate impact is determined to exist by the local jurisdiction, it could repeal or amend the restriction, use public funds to offset the cost through homebuyer assistance programs, or waive fees or other offsets to make the home more affordable.
☐ We recently conducted or updated a Fair Housing Review of our ordinances and codes.
We have not done so but will conduct a review
We have a policy statement/guidance for those responsible for developing codes/ordinances that reminds them to consider and document the Fair Housing/AFFH implications of any new rule.
We do not have such a policy/guidance but will develop one when suggested guidelines are provided by the State in 2011.
When will you do this? 2011
Not Applicable (Explain)
The County does not have zoning codes or land use controls. If we should initiate these in the future we will do so after completing a Fair Housing review and researching any potential implications.
future we will do so after completing a Fair Housing review and researching any potential

We have not done so but will conduct a Fair Housing Review after the State provides suggested guidelines in 2011.
When will you do this?   2011
✓ Not Applicable (Explain)
Our jurisdiction does not have long term planning documents for housing growth or redevelopment, or a revitalization plan.
We have identified residential areas that show concentrations or underrepresentation of protected groups, and we encourage mixed-income affordable housing and other strategies to widen housing choice throughout our jurisdiction.
We have not done so but will include this in our FHAST plan once guidelines are provided by the State in 2011.
When will you do this? ☐ 2011 ☐ 2012 ✓ 2013
Not Applicable (Explain)
3. Local jurisdictions seeking CDBG Disaster Recovery funds from the state should consider offering expedited permitting and review processes for affordable housing projects within high opportunity target zones.
We currently offer incentives to developers to locate affordable housing projects in high opportunity neighborhoods and prevent overconcentration.
We have not done so but will.
When will you do this?
✓ Not Applicable (Explain)
Our jurisdiction does not require permitting or a review process for any housing projects within the County.

**Impediment #8** Inadequate planning for re-housing after an emergency situation creates a situation where persons who are uninsured or under-insured, low income, or special needs can be displaced for long periods of time.

1. Some legislators, the Sunset Commission, and communities acknowledge that while temporary disaster housing is a federal program, Texas should continue to provide guidance to local governments on additional planning that needs to be done as part of the emergency preparedness planning to most efficiently work with FEMA.

#### No local action is required at this time.

As much of what FEMA has previously offered is travel trailers or manufactured housing, local povernments should review their zoning requirements or other land use provisions that restrict temp lousing or housing on an existing lot during the building process and look at potential waivers that disk or negatively impact health, safety, and welfare during a period after disasters so that low incompersons can move back to their existing communities with temporary housing while waiting for edevelopment.	o not
We have reviewed our zoning requirements and other land use provisions and have provided valvers or other accommodations for post-disaster housing.	t
We have not done so but will review our zoning and look at potential waivers.	
When will you do this? 2011 2012 2013	
✓ Not Applicable (Explain)	
The county allows use of travel trailers or manufactured housing on existing lots for tempost-disaster housing.	orary

**Impediment #9** There are impediments in public and private actions and private attitudes to housing choice for persons with disabilities.

- 1. To meet federal Fair Housing requirements for zoning and neighborhood uses, jurisdictions should look to determine if there are direct or indirect limitations in codes that would prevent facilities or personal residences from providing assistance or communities of choice or service-enriched environments that directly impact special needs persons.
- 2. Local jurisdictions should work to ensure that zoning or code requirements do not unnecessarily impose stricter commercial building requirements, such as emergency access or protection services, on group homes, thereby dramatically increasing housing costs for persons with special needs.

We have reviewed our codes and ordinances and have addressed/are addressing any impediments relating to special needs persons, including (1) rules that might prevent facilities or personal residences from providing assistance or communities of choice or service-enriched environments that directly impact special needs persons, and (2) rules that might unfairly increase the costs to special needs persons.
✓ We have not done so but will conduct a review and address any impediments identified once guidelines are provided by the State in 2011.
When will you do this? ✓ 2011
Not Applicable (Explain)
<ol> <li>Local jurisdictions should consider coordinating with the legislatively created Housing and Health Services Coordination Council for best practices on working with supportive services.</li> </ol>
✓ We agree to coordinate with the legislatively created Housing and Health Services Coordination Council staffed by TDHCA for best practices on working with supportive services.
When will you do this? 2011 2012 2013
Not Applicable (Explain)

Impediment #10 There are barriers to mobility and free housing choice for Housing Choice Voucher holders including: inadequate tenant counseling services and mobility assistance, failure of PHAs to apply for the FMR pilot demonstration funds, and government policies, procedures, and regulations that tend to decrease participation by private housing providers and to restrict available housing to —racially or low-income populated neighborhoods with little access to economic, educational, or other opportunity.

No local action beyond compliance with Round 2 Housing Guidelines is currently required but communities are encouraged to work with local public housing authorities to understand and overcome these impediments.

**Impediment #11** Loss of housing stock in Hurricanes Dolly and Ike compounded the shortage of affordable housing in disaster recovery areas. This shortage is particularly acute in safe, low-poverty neighborhoods with access to standard public services, job opportunities and good schools.

## No local action is required at this time. TDHCA will develop a statewide strategic plan including guidance for local jurisdictions on the following Action Steps in 2011.

- 1. To help offset the costs of developments that feature reduced rents without government support, local jurisdictions should consider establishing density bonuses to allow for higher levels of units per site for multifamily developments and single-family developments that propose increased affordability.
- 2. TDHCA and HUD have developed programs that preserve affordable housing. Continuing in this vein, the state and local jurisdictions should work to preserve existing affordable housing development and discourage them from converting to market rate housing. Requirements should be included in all publicly funded developments providing tenants with early and clear notification of the intention of management to convert to market rate housing and providing first right of refusal to nonprofit and public entities and organizations to purchase units to maintain affordability.
- 3. The state and local jurisdictions should consider using CDBG funds to buy down the cost of land in high-cost and high-opportunity development areas to increase affordable housing options in these areas.

**Impediment #12** Lack of financial resources for both individuals and housing providers limits Fair Housing choice. Using an effective program under Section 3 of the Housing and Urban Development Act of 1968 may help members of protected classes gain economic opportunities necessary to allow them to exercise fair housing choice.

1. The state is maximizing its resources in Round 2 of the lke/Dolly funding to affirmatively further fair housing in single family and multi-family developments. As called for in the Conciliation Agreement, the state is looking to provide more integrated housing options for persons in racially concentrated or poverty concentrated neighborhood groups. In single-family programs, the state should require subrecipients to offer the opportunity to relocate out of floodplain areas, concentrations of racial minorities, or concentrations of poverty—through the Homeowner Opportunity Program. Any relocation should be into an area that does not result in simply relocating the high-concentration from one area to another.

## Local jurisdictions will be responsible for complying with Section 3 as part of their contract with the state.

2. Jurisdictions receiving federal funds from HUD, directly or indirectly, should ensure they have a compliant Section 3 program to meet HUD requirements regarding notification to LMI eligible persons of potential job creation at the impacted neighborhood level with federal funds.

We have in place a Section 3 program that meets the requirements of federal law and regulations regarding potential job creation at the impacted neighborhood level and the use of federal funds to hire local LMI eligible persons. We confirm that appropriate staff persons in this jurisdiction have already received training on Section 3, regarding job creation for local LMI persons including members of protected classes. [Attach Section 3 plan and list of staff names and training dates]
We have not done so but will develop a Section 3 program that meets the requirements of federal law and regulations and that ensure appropriate staff receive training.
When will you do this? ☑ 2011
Impediment #13 Location and lack of housing accessibility and visitability standards within political jurisdictions limits fair housing choice for persons with disabilities.
1. Local jurisdictions should consider establishing incentives for affordable housing applicants to create an increased set-aside of housing units for persons with disabilities or persons who are elderly without violating the existing TDHCA integrated housing rule.
2. TDHCA and local jurisdictions should consider adding proximity to medical facilities as a scoring incentive for competitive programs using federal funds for proximity to medical facilities.
3. TDHCA should require that all federally funded housing construction be built to accessibility standards found in Texas Government Code §2306.514.
We have formally considered: 1) establishing incentives for affordable housing developers to create an increased set-aside of housing units for persons with disabilities or persons who are elderly without violating the existing TDHCA Integrated Housing Rule; 2) providing point incentives for units in proximity to medical facilities for competitive programs using federal funds; and 3)requiring new housing built with federal funds to be built with structures that allow for accessible features, regardless of whether the original occupant needs the features, as called for by state law. [Attach documentation of the review and resulting actions.]
We have not undertaken the above review, but plan to do so.
When will you do this? ☐ 2011 ☐ 2012 ☑ 2013
Not Applicable (Explain)

**Impediment #14** Many colonias residents live in developments that have insufficient infrastructure and protections against flooding and are impacted by flooding beyond events like Hurricanes Dolly and Ike.

part prol	The state, COGs, and local jurisdictions should examine the infrastructure needs in colonias, in icular the use of CDBG disaster recovery funds to provide drainage improvements to correct flooding plems in the wake of Hurricane Dolly, and the historical provision of public infrastructure and housing istance to meet those needs in border and non-border colonias.
	We have identified the unserved infrastructure needs of colonias within our jurisdiction and whether se infrastructure improvements are eligible for disaster recovery funding and, if so, whether those ects will be funded.
<b>√</b>	We have not undertaken the above review, but plan to do so.
WI	nen will you do this? 🗸 2011
	Not Applicable (Explain)

**Impediment #15** Minority neighborhoods in disaster areas are primarily served by non-regulated insurance companies that do not adhere to underwriting guidelines and may be discriminated against in the provision of insurance. Texas has passed aggressive statues to prevent insurance —redlining. National research indicates that protected classes face unwarranted disparities in the cost of insurance, the amount of coverage, and cancellation of policies without notice to the homeowner.

No local action is required at this time.

<b>Impediment #16</b> Many jurisdictions do not have adequate Analysis of Impediments to Fair Housing or Fair Housing Plans, and do not keep sufficient records of their activities.
1. Recipients of CDBG funds from HUD for housing should maintain records as required by the Fair Housing Act, HUD regulations, and the Conciliation Agreement in order to document that they are carrying out their commitments and affirmatively furthering fair housing.
We currently maintain all required records to document our AFFH actions and compliance with Fair Housing laws, HUD and State regulations, and the Conciliation Agreement. [Attach details of the records now kept and identify the person or entity responsible for keeping these records.]
✓ We have not done so but do so in compliance with GLO guidance.
When will you do this?   2011  2012  2013
Not Applicable (Explain)
2. As required under the Conciliation Agreement, the State will conduct a new Statewide AI after HUD approval of the Phase 1 AI. Entitlement communities should conduct new AIs or update current AIs to ensure that they address all recommended data and issues and specifically address issues related to all protected classes under the Fair
Housing Act. Race and national origin, as well as the other protected classes, must be identified independent of low and moderate-income categories in order to understand the impact of actions, practices, regulations, ordinances, and other factors on them.
We recently completed a formal Analysis of Impediments, are currently updating an existing AI, or are conducting our first AI. [Attach most recent AI or draft.]
✓ We are using the FHAST form process to analyze our impediments to fair housing and plan how to address them.
When will you do this? ☑ 2011
Not Applicable (Explain)

impediments to fair housing within each community, local jurisdictions are encouraged to develop alternative action steps to be adopted in lieu of or in addition to those set out in the State of Texas Interim Analysis of Impediments to fair housing. If your jurisdiction elects to propose alternative or additional action steps, please describe them below.
We plan to take additional Action Steps, described in an Attachment.
We will not take additional FH Action Steps at this time.
When will you do this? ☐ 2011 ☐ 2012 ☐ 2013
☑ Not Applicable (Explain)
Newton County does not propose any alternative or additional action steps at this time.

## GENERAL LAND OFFICE

JERRY PATTERSON, COMMISSIONER

#### FHAST FORM APPROVAL LETTER

October 28, 2011

The Honorable Truman Dougharty County Judge for Newton County P.O. Drawer J Newton, TX 75966

RE: FHAST Form Submission for Newton County

Dear Judge Dougharty:

Thank you for your cooperation in submitting a FHAST form for the disaster recovery program. We understand this was additional time on your staff, and we appreciate your commitment to help your communities. Based upon the review process, your FHAST Form has been approved and your jurisdiction has completed the required FHAST Form process for Round 2.2 funding. The FHAST Form is for Round 2.2 funding, and we encourage you to reference this document as you apply for projects. We appreciate the effort and focus your Working Group made in promoting fair housing in your community. While this form was designed for the disaster recovery funding, any action items can be applied to future funding and other community activities.

A final copy of your approved FHAST Form is attached as part of this notification. We respectfully request that you, if applicable, acknowledge receipt of this notification via email confirmation at txdrfhast@HNTB.com.

Jorge Ramirez

Sincerely

Director, Disaster Recovery Program

CC: Mr. Gary Hagood, GLO Deputy Commissioner, Financial Management Phillip Hampsten, GLO Disaster Recovery Mark Taylor, Gary Traylor & Associates, Inc.