

ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONER'S COURTROOM, SUITE 202
August 12, 2024
9 a.m.

If after the commencement of the meeting covered by this Notice, the Commissioners Court should determine that a closed or executive meeting or session of the Court is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the Court. Purposes for a closed or executive meeting or session permitted by the Act include the following:

- 551.071 Consultation with Attorney.
- 551.072 Deliberation regarding real property.
- 551.073 Deliberation regarding prospective gifts.
- 551.074 Personnel Matters.
- 551.076 Deliberation regarding security devices or security audits.
- 551.0785 Deliberation involving medical or psychiatric records of individuals.
- 551.084 Investigation; exclusion of witness from hearing.
- 551.087 Deliberation regarding economic development negotiation.
- 551.088 Deliberation regarding test item.

AGENDA

1. Judge Cude: Call to Order.
2. Judge Cude: Prayer; Pledge of Allegiance.
3. Public Comments:
4. Stephanie Brown: Discuss and/or take appropriate action concerning personnel:
 - New Employee: Travis Kiner
 - Position: Assistant Public Defender
 - Pay Rate: \$65,000.00 Annually
 - Salary Budget Area: 012-488-403
 - Start Date: August 19, 2024
 - Physical: Pending
 - Drug Test: Pending

 - New Employee: Araceli Garcia
 - Position: Assistant Public Defender
 - Pay Rate: \$65,000.00 Annually
 - Salary Budget Area: 012-488-403
 - Start Date: August 19, 2024
 - Physical: pending
 - Drug Test: pending
5. Sheriff Soward: Discuss and/or take appropriate action concerning personnel:
 - New Employee: Luis Carmona

Position:	Deputy Sheriff
Pay Rate:	Tier 2: \$56,000.00 annually, 171 Fluctuating, \$120.00 Uniform, \$175.00 Holiday, 90-Day County Probation, 1-Year Agency Probation, Incentive Pay
Salary Budget Area:	012-440-410
Start Date:	08/15/2024
Physical:	pending
Drug Test:	pending
Existing Employee:	Malyah Sotello
Position:	Corrections Officer
Pay Rate:	Move to Tier 1: \$51,000.00 Annually, 171 Fluctuating, \$120.00 Uniform, \$150.00 Holiday, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	08/15/2024
Physical:	n/a
Drug:	n/a
New Employee:	Dan Garza
Position:	Corrections Officer
Pay Rate:	Tier 3: \$47,000.00 Annually, \$120.00 Uniform, \$150.00 Holiday, 171 Fluctuating, 90-Day County Probation, 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	08/15/2024
Physical:	pending
Drug Test:	pending
Existing Employee:	Emily Gonzales
Position:	Corrections Officer
Pay Rate:	Move to Tier 2: \$49,000.00 Annual, \$120.00 Uniform, \$150.00 Holiday, 171 Fluctuating, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	08/15/2024
Physical:	n/a
Drug Test:	n/a

6. Laura Pawelek: Discuss and/or take appropriate action to approve the July 2024 Treasurer's Report and publish in the Pleasanton Express newspaper and on the County Website.
7. Theresa Carrasco: Discuss and/or take appropriate action to approve the Commissioner's Court Minutes for May 2024.
8. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Konecny Addition Subdivision located on Duncan Rd in Precinct 1.
9. Britni Van Curan: Discuss and/or take appropriate action to:

A. Conduct a public hearing concerning the replat of the Whitfield Hills Subdivision Lots 15 & 16 in Precinct 4 on County Road 431.

1. Open public hearing
2. Close public hearing

B. Discuss and/or take appropriate action concerning the approval of the replat of the Whitfield Hills Subdivision Lots 15 & 16 in Pct. 4 on CR 431.

10. Justin Vasquez: Discuss and/or take appropriate action concerning accepting quote from ESRI for renewal of licenses for ArcGIS for the Sheriff's Office in the amount of \$2,943.30 and authorizing County Judge to sign the Texas DIR-CPO-4699 Customer Addendum pending review by County Attorney.
11. Comm. Riley: Discuss and/or take appropriate action to approve a road bore permit for Pillar EFS, LLC at Blackhill Rd and CR 103. A check in the amount of \$500.00 has been turned into the Atascosa County Treasurer's Office.
12. Comm Riley: Discuss and/or take appropriate action to approve a lay flat line permit for Pillar EFS, LLC. The water line will enter CR 419 for 1.72 miles Northwest of the intersection of FM 541. It will run along the fence within the easement of CR 419 for 1.33 miles then in the easement of Lucas Rd. for 0.62 miles. Then turn right on Trey's Creek Rd for 0.71 miles before entering private property. A check in the amount of \$1,500.00 has been turned into the Atascosa County Treasurer's Office.
13. Comm Riley: Discuss and/or take appropriate action to approve a lay flat line for Pillar EFS, LLC. The temporary water will go through a culvert on CR 419 Northwest of the intersection of CR 419 and FM 541. It will then enter back into private property. A check in the amount of \$500.00 has been turned into the Atascosa County Treasurer's Office.
14. Trent Rowell: Discuss and/or take appropriate action on approving the Interlocal Agreement Between Fort Bend County and Atascosa County for medical examiner consulting services related to the new medical examiner's facility, and authorize the County Judge to sign the same.
15. Trent Rowell: Discuss and/or take appropriate action to approve the Agreement to Provide Heavy Duty Towing Service and Vehicle Storage with J Auto Rebuilder's Towing and Recovery, LLC and authorize the County Judge to sign.
16. Trent Rowell: Discuss and/or take appropriate action concerning personnel:
Independent Contractor: Megan L. Anderson
Position: Trainer and Phone Extractor
Pay Rate: \$35.00 an hour/30 hours max; not to exceed remaining grant funds
Salary Budget Area: [141-400-401](#); County Law Enforcement Grant, SB 22
Start Date: August 12, 2024
Physical: N/A
Drug Test: N/A

17. Trent Rowell: Discuss and/or take appropriate action concerning permission to publish notice in Pleasanton Express of Public hearing related to No Thru Truck Traffic signs in Precinct One, Atascosa County, Texas.
18. Tracy Barrera Discuss and/or take appropriate action to charge the purchase of the following items from the Sheriff's office and jail to ARPA fund line 012-487-644 grand total \$526,920.88:
- 2 (two) 2024 Chevrolet Silverado 1500 Crew 4WD for \$52,150.00 each for a total of \$104,300.00 plus \$400.00 Buyboard fee: \$104,700.00, Buyboard contract 724-23.
- 1 (one) 2025 Chevrolet Silverado 1500 Crew 4WD LT Trail Boss for \$65,935.00 plus \$400.00 Buyboard fee: \$66,335.00, Buyboard contract 724-23.
- 4 (four) 2024 Chevrolet Tahoe PPV 4X2 for \$49,725.00 each for a total of \$198,900.00 plus \$400.00 Buyboard fee: \$199,300.00, Buyboard contract 724-23.
- Purchase of lights & sirens and installation of lights, sirens, radars, cages, radios, and cameras for the above units, not to exceed \$50,000.00.
- Purchase and installation of grill guards for 6 of the above units for \$5,770.00.
- Stanley Steamer SO Duct Cleaning for \$49,375.00.
- 25 (twenty-five) Jail Radios, Chargers, & Engraving for \$14,037.80.
- 2 (two) Commercial Heavy Duty Washers for \$14,446.55 each for a total of \$28,893.10, Buyboard contract 682-22.
- 2 (two) Meal Tray Delivery Cart for \$3,999.99 each for a total of \$7,999.98 plus \$510.00 freight for a total of \$8,509.98.

19. Judge Cude
Jon Brauchle: Discuss and/or take appropriate action to approve the Records Management policy.

20. **EXECUTIVE SESSION**

The Regular Session of Atascosa County Commissioners Court will now recess in order to convene in Executive Session according to Texas Government Code 551.071 and 551.074 to discuss personnel and other matters with the County Attorney's office.

21. **OPEN SESSION**

22. Judge Cude: Discuss and/or take appropriate action concerning item(s) discussed in executive session.

23. Judge Cude: Discuss, review and take action to accept and/or approve any
Tracy Barrera: invoices and payroll.
24. Judge Cude: Discuss, review and take action on reports submitted.
Tracy Barrera:
25. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioner's Court meeting is set for Monday, August 26, 2024.
26. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00 a.m., on Friday, August 9, 2024.



Jessica Kidd, Court Coordinator



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

Stephanie Brown: Discuss and/or take appropriate action concerning personnel:

New Employee:	Travis Kiner
Position:	Assistant Public Defender
Pay Rate:	\$65,000.00 Annually
Salary Budget Area:	012-488-403
Start Date:	August 19, 2024
Physical:	Pending
Drug Test:	Pending



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

Sheriff Soward:	Discuss and/or take appropriate action concerning personnel:
New Employee:	Luis Carmona
Position:	Deputy Sheriff
Pay Rate:	Tier 2: \$56,000.00 annually, 171 Fluctuating, \$120.00 Uniform, \$175.00 Holiday, 90-Day County Probation, 1-Year Agency Probation, Incentive Pay
Salary Budget Area:	012-440-410
Start Date:	08/15/2024
Physical:	pending
Drug Test:	pending



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

New Employee:	Araceli Garcia
Position:	Assistant Public Defender
Pay Rate:	\$65,000.00 Annually
Salary Budget Area:	012-488-403
Start Date:	August 19, 2024
Physical:	pending
Drug Test:	pending



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Request for salary increase based on completion of probation period

Requested Action

Existing Employee:	Malyah Sotello
Position:	Corrections Officer
Pay Rate:	Move to Tier 1: \$51,000.00 Annually, 171 Fluctuating, \$120.00 Uniform, \$150.00 Holiday, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	08/15/2024
Physical:	n/a
Drug:	n/a



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

New Employee:

Dan Garza

Position:

Corrections Officer

Pay Rate:

Tier 3: \$47,000.00 Annually, \$120.00 Uniform,
\$150.00 Holiday, 171 Fluctuating, 90-Day County
Probation, 1-Year Agency Probation

Salary Budget Area:

012-442-562

Start Date:

08/15/2024

Physical:

pending

Drug Test:

pending



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type: Request for salary increase based on completion of probation period

Requested Action

Existing Employee:	Emily Gonzales
Position:	Corrections Officer
Pay Rate:	Move to Tier 2: \$49,000.00 Annual, \$120.00 Uniform, \$150.00 Holiday, 171 Fluctuating, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	08/15/2024
Physical:	n/a
Drug Test:	n/a

AGENDA REQUEST (GENERAL)

Agenda Item 6.

Meeting Date: 08/12/2024
Item Title: July 2024 Tresurer's Report
Submitted For: Laura Pawelek, County Treasurer

Discuss and/or take appropriate action concerning:

Laura Pawelek: Discuss and/or take appropriate action to approve the July 2024 Treasurer's Report and publish in the Pleasanton Express newspaper and on the County Website.

AGENDA REQUEST (GENERAL)

Agenda Item 7.

Meeting Date: 08/12/2024

Item Title: Approval of Commissioners' Court Minutes for May 2024

Submitted For: Theresa Carrasco, County Clerk

Discuss and/or take appropriate action concerning:

Theresa Carrasco: Discuss and/or take appropriate action to approve the Commissioner's Court Minutes for May 2024.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 8.

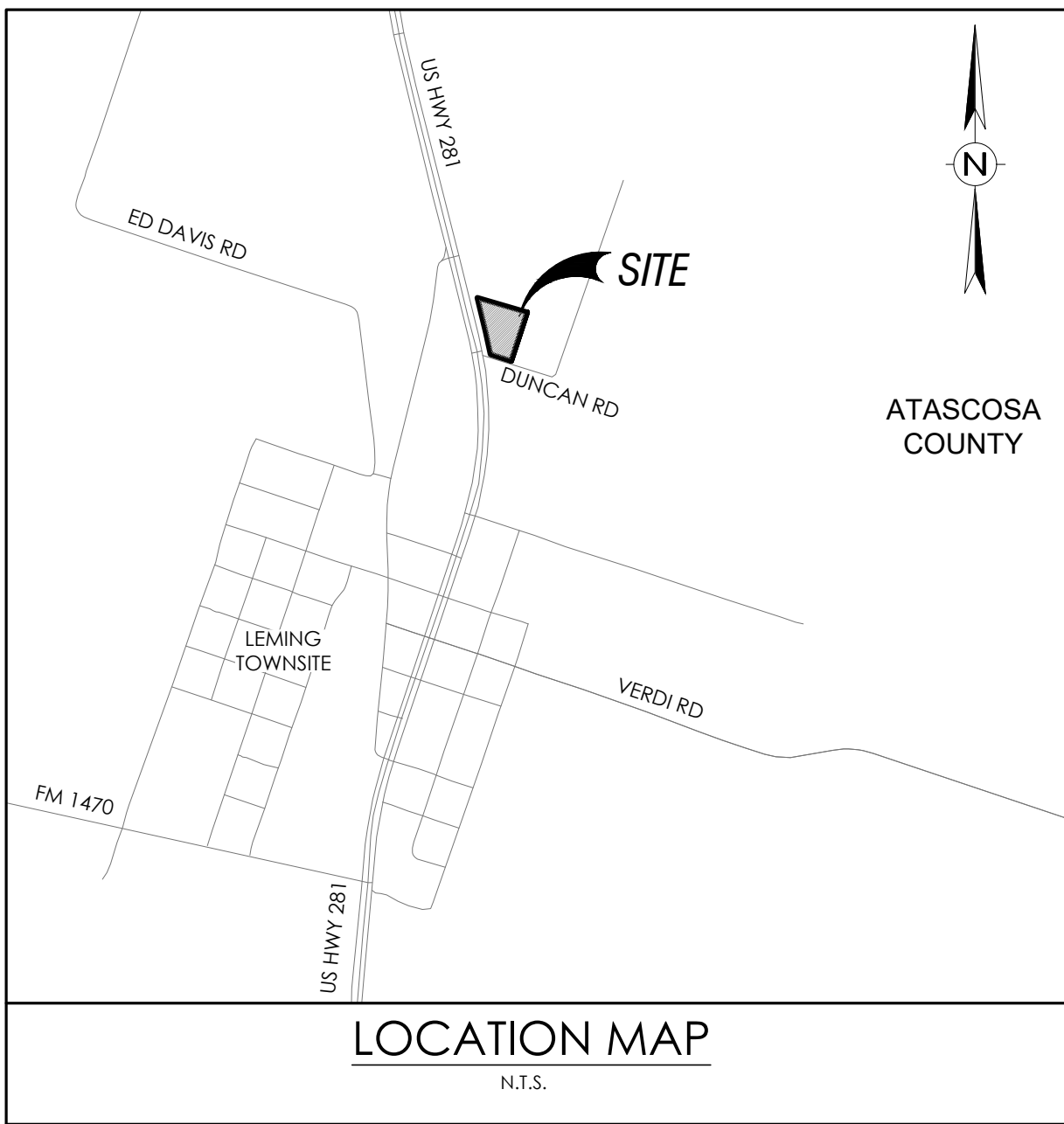
Meeting Date: 08/12/2024
Item Title: Subdivision - Konecny Addition
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Konecny Addition Subdivision located on Duncan Rd in Precinct 1.

ATTACHMENTS

Subdivision - Konecny Addition S/D



LEGEND

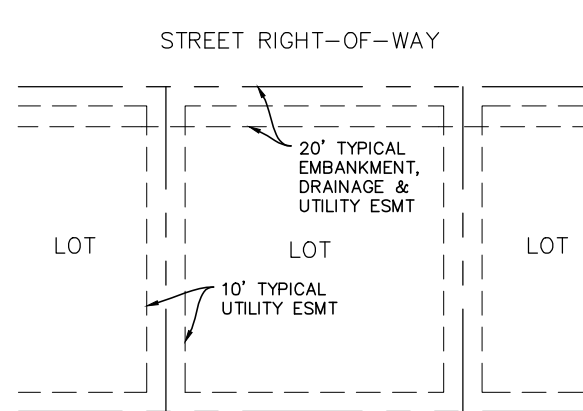
N.T.S.
OPR
DR
VOL.
PG.
ESMT

== NOT TO SCALE
== OFFICIAL PUBLIC RECORDS
== DEED RECORDS
== VOLUME
== PAGE
== EASEMENT

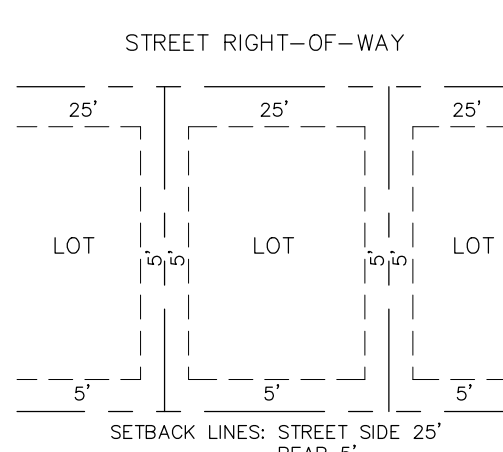
● = FOUND 1/2" IRON ROD
⊙ = SET 1/2" IRON ROD "POLLOK & SONS"

== PROPERTY BOUNDARY
== LOT LINE
== EASEMENT LINE
== ADJOINING PROPERTY LINE
== 2' LIDAR CONTOUR

TYPICAL UTILITY EASEMENTS



SETBACKS



SURVEYOR NOTES

- BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLAN COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83.
- 1/2" IRON RODS WITH PLASTIC CAP STAMPED "POLLOK & SONS" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- DISTANCES SHOWN HEREON ARE GRID.

UTILITY EASEMENT NOTES

- ELECTRIC SERVICE TO BE PROVIDED BY AEP.
- WATER SERVICE TO EACH LOT TO BE PROVIDED BY MCCOY WSC.
- ALL UTILITY EASEMENTS ARE FOR CONSTRUCTION AND MAINTENANCE (INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS), READING METERS AND REPAIR OR REPLACEMENT OF ALL OVERHEAD AND UNDERGROUND UTILITIES.
- NO BUILDINGS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED ON ANY UTILITY EASEMENTS.
- EACH LOT WILL BE SERVED BY AN INDIVIDUAL ON-SITE SEWAGE FACILITY (OSSF). INSTALLATION OF THE OSSF WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER. OBTAIN AN OSSF PERMIT FROM THE COUNTY PRIOR TO INSTALLATION.

TXDOT NOTES

- FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO STATE RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE SETBACK AND/OR SOUND ABATEMENT MEASURES FOR FUTURE NOISE MITIGATION.
- IF SIDEWALKS ARE REQUIRED BY APPROPRIATE CITY ORDINANCE, A SIDEWALK PERMIT MUST BE APPROVED BY TXDOT PRIOR TO CONSTRUCTION WITHIN STATE RIGHT-OF-WAY. LOCATIONS OF SIDEWALKS WITHIN STATE RIGHT OF WAY SHALL BE DIRECTED BY TXDOT.
- ACCESS POINT AS SHOWN ON THE PLAT ADJACENT TO US-281 IS THE ONLY APPROVED LOCATION FOR A RESIDENTIAL DRIVEWAY.
- DEVELOPER IS RESPONSIBLE FOR COORDINATING ALL UTILITY INSTALLATIONS TO ENSURE THAT POLES, METERS, ETC. ARE NOT INSTALLED IN THE APPROVED DRIVEWAY LOCATIONS. ANY UTILITY MOVEMENT IN CONFLICT WITH APPROVED DRIVEWAY LOCATIONS WILL BE AT THE COST OF THE DEVELOPER.

ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:

- THE SUBDIVISION IS LOCATED IN THE PLEASANTON ISO.
- CONVEYANCE OF LOTS SHALL NOT BE PERMITTED UNTIL THE FINAL PLAT HAS BEEN APPROVED BY THE ATASCOSA COUNTY COMMISSIONERS COURT, AND THE RECORDED PLAT FILED WITH THE COUNTY CLERK.
- THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY HEALTH INSPECTOR.
- NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
- THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS, AS APPLICABLE.
- NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
- WATER SERVICE PROVIDED TO KONECNY ADDITION BY MCCOY WATER SUPPLY CORPORATION.
- THIS SUBDIVISION WILL BE SERVED BY MCCOY WATER SUPPLY CORPORATION, 2125 FM 541, MCCOY, TX 78111. INFORMATION ON THE MCCOY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.
- ELECTRIC SERVICE PROVIDED TO KONECNY ADDITION BY AEP.
- IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS/HER DESIGNATED REPRESENTATIVE, OR TXDOT FOR DRIVEWAYS ENTERING ONTO STATES ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TXDOT STANDARDS, AS APPLICABLE.
- THE LIMITS OF THIS PLAT DO NOT CONTAIN PORTIONS OF FEMA FLOODPLAIN (ZONE A) AS SHOWN ON FIRM MAP NUMBER 4801300225C EFFECTIVE NOVEMBER 4, 2010.
- NO LOTS IN THIS PLAT ARE LOCATED WITHIN THE FEMA SPECIAL FLOOD HAZARD AREA.
- ALL LOTS HAVE BEEN DESIGN IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.
- ALL LOTS WITHIN THIS SUBDIVISION ARE LARGER THAN 30,000 SF AND ARE LIMITED TO ONE SINGLE FAMILY RESIDENCE PER LOT.
- TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REGULATED DEVELOPMENT, AS DEFINED IN ARTICLE II OF THE ATASCOSA COUNTY SUBDIVISION REGULATIONS, ARE PROHIBITED WITHIN THIS DEVELOPMENT.
- ANY CHANGE OF LAND USE FROM SINGLE FAMILY RESIDENTIAL WILL REQUIRE THE SUBMITTAL OF AN ENGINEERING ANALYSIS TO ATASCOSA COUNTY FOR REVIEW AND APPROVAL.
- PUBLIC SEWER IS NOT AVAILABLE, THUS SEPTIC IS REQUIRED AND DESIGNED BY REGISTERED SANITARIAN.

CULVERT TABLE

LOT #	MINIMUM CULVERT
LOTS (1-2)	18
NOTE: LOW WATER KING MAY NOT IMPIDE FLOW	

LOT SUMMARY TABLE

LOT SIZE	NO. OF LOTS	WATER WELL	COLLECTIVE SEWER	OSSF
< 2.5 AC	2			X
2.5-10 AC	0			
> 10 AC	0			
TOTAL	2			

PROPERTY INFORMATION
PROPERTY ID: 12648
LEGAL ACRES: 13.40 AC
LEGAL DESC: ABS A00286
T GALT SV-1344

PLAT INCLUDES (0) LF OF STREET.
PLAT INCLUDES (0) SF OF RIGHT-OF-WAY.

STATE OF TEXAS
COUNTY OF ATASCOSA

I, RAY L. BACA, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT PREPARED BY ME DOES TO THE BEST OF MY KNOWLEDGE, ACCURATELY REFLECT THE GENERAL LOCATION (OR ABSENCE) OF ALL STREAMS, RIVERS, PONDS, LAKES OTHER WATER FEATURES OR ANY SENSITIVE FEATURES AND COMPLIES WITH THE SUBDIVISION AND FLOODPLAIN MANAGEMENT ORDINANCES ADOPTED BY ATASCOSA COUNTY, TEXAS.

PRELIMINARY

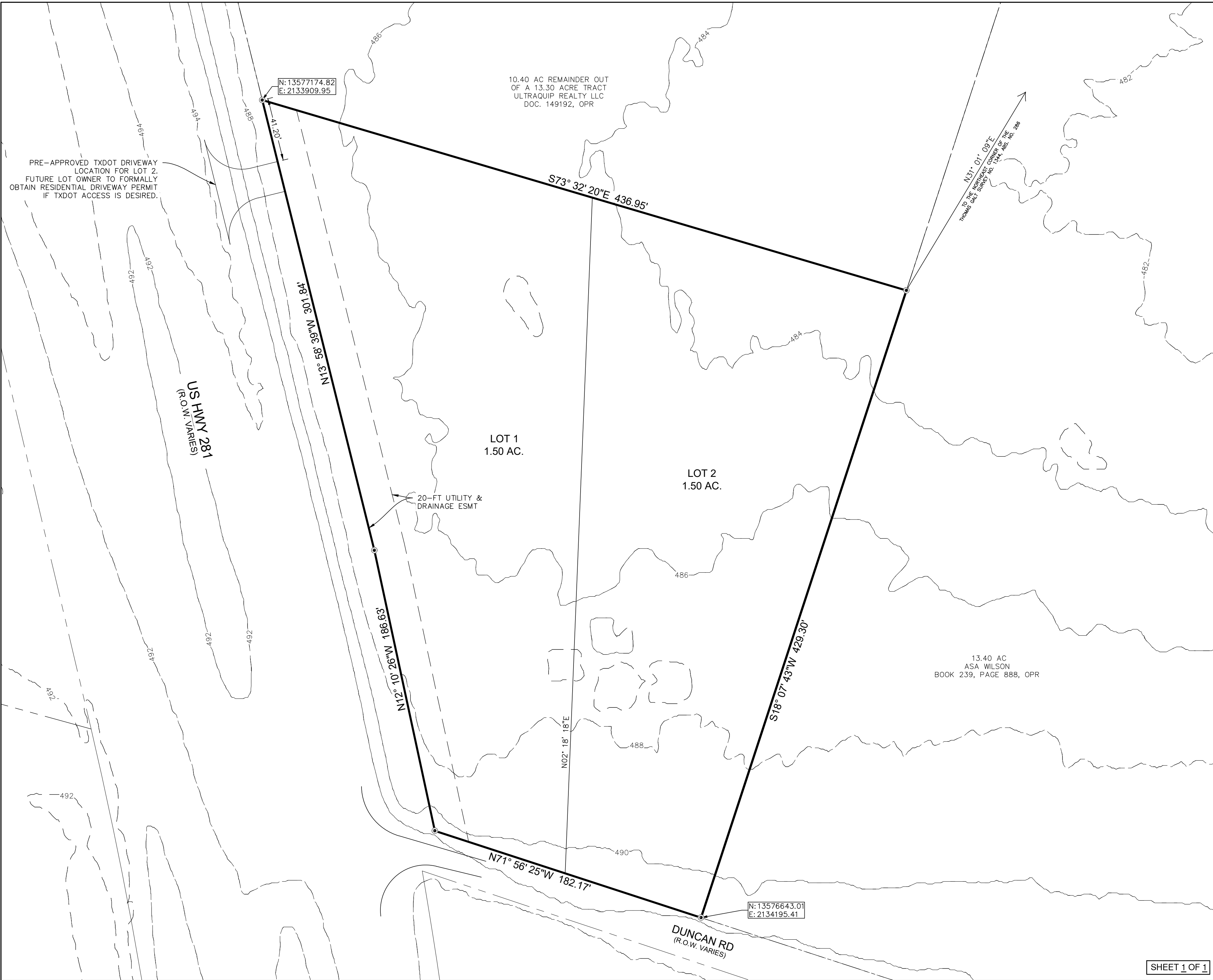
LICENSED PROFESSIONAL ENGINEER
RAY L. BACA, P.E. #131313
P.O. BOX 587, PLEASANTON, TX 78064
(830) 570-2628

STATE OF TEXAS
COUNTY OF WILSON

I, LARRY POLLOK, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF ATASCOSA COUNTY, TEXAS.

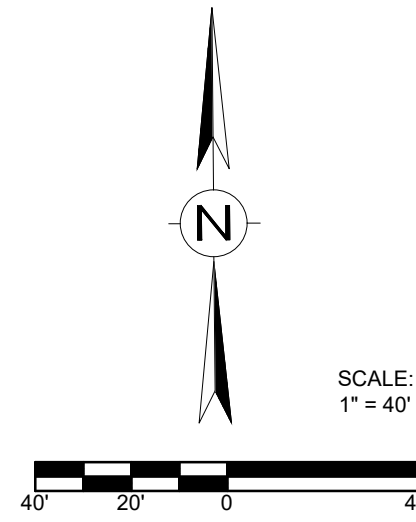
PRELIMINARY

REGISTERED PROFESSIONAL LAND SURVEYOR
LARRY POLLOK, R.P.L.S. #5186
1008 B ST, FLORESVILLE, TX 78114
830-393-4770



**PLAT
ESTABLISHING
KONECNY ADDITION**

BEING A TOTAL OF 3.00 ACRES OF LAND, LYING IN THE
THOMAS GALT SURVEY NO. 1344, ABSTRACT NO. 286,
ATASCOSA COUNTY, TEXAS, OUT OF A 13.40 ACRE TRACT OF
LAND DESCRIBED IN INSTRUMENT NO. 149192, OFFICIAL
PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS.



DATE OF PREPARATION: 7-25-2024

RL BACA
ENGINEERING

TBPELS FIRM NO. F-23628 | P.O. BOX 587 | PLEASANTON, TEXAS 78064
830.570.2628 | RAY@RLBACA.COM

RL BACA PROJECT NO.: 24-111

STATE OF TEXAS
COUNTY OF ATASCOSA

THE OWNER(S) OF THE LAND SHOWN ON THIS PLAT, IN PERSON OR THROUGH A DULY AUTHORIZED AGENT, DEDICATES TO THE USE OF THE PUBLIC, EXCEPT AREAS IDENTIFIED AS PRIVATE, FOREVER ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, A PUBLIC PLACES THEREON SHOWN FOR THE PURPOSES AND CONSIDERATION HEREIN EXPRESSED. ADDITIONALLY, THE OWNERS AGREE TO EXTEND PUBLIC UTILITIES TO EACH PLATTED LOT BEFORE SAID LOT IS SOLD.

OWNER
ULTRAQUIP REALTY LLC
PO BOX 2669
GLEN ROSE, TX 76043
REGISTERED AGENT:
JEFFREY SOMERS
432-664-7764

OWNER: ULTRAQUIP REALTY, LLC, JEFFREY SOMERS

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, A.D. 2024 .

NOTARY PUBLIC

CERTIFICATE OF COUNTY ATTORNEY

ALL REQUIREMENTS OF THE SUBDIVISION ORDER CURRENTLY IN EFFECT HAVE BEEN MET ACCORDING TO MY BEST KNOWLEDGE AND BELIEF, AND THIS PLAT IS APPROVED FOR FINAL SUBMISSION.

ASSISTANT COUNTY ATTORNEY - TRENT ROWELL

CERTIFICATE OF THE PRECINCT COMMISSIONER

I, THE UNDERSIGNED COMMISSIONER IN THE PRECINCT IN WHICH THE LAND SUBDIVIDED ACCORDING TO THE PLAT TO WHICH THIS CERTIFICATE IS PRESENTED, HEREBY CERTIFY THAT I HAVE REVIEWED THE SAID PLAT AND THAT ALL REQUIREMENTS OF ATASCOSA COUNTY FOR THE PRESENTATION OF THE PLAT FOR FINAL APPROVAL HAVE BEEN FULLY MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

COMMISSIONERS COURT APPROVAL

APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS, THIS ____ DAY OF _____, 2024 A.D.

ATASCOSA COUNTY JUDGE - WELDON P. CUDE

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

PRECINCT 2 COMMISSIONER - MARK BOWEN

PRECINCT 3 COMMISSIONER - ELISEO PEREZ

PRECINCT 4 COMMISSIONER - KENNARD "BUBBA" RILEY

AGENDA REQUEST (GENERAL)

Agenda Item 9.

Meeting Date: 08/12/2024
Item Title: Subdivision - Replat Whitfield Hills S/D Lots 15 & 16
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action to:

A. Conduct a public hearing concerning the replat of the Whitfield Hills Subdivision Lots 15 & 16 in Precinct 4 on County Road 431.

1. Open public hearing
2. Close public hearing

B. Discuss and/or take appropriate action concerning the approval of the replat of the Whitfield Hills Subdivision Lots 15 & 16 in Pct. 4 on CR 431.

ATTACHMENTS

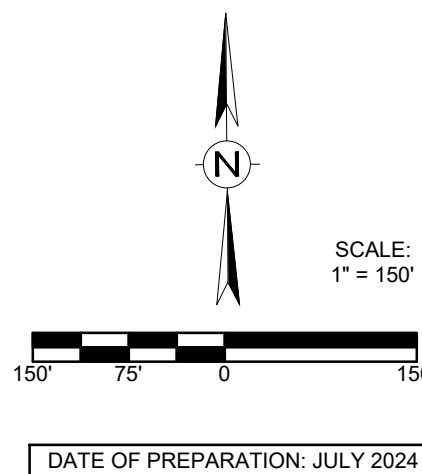
Replat Whitfield Hills Lots 15 & 16



-
- CR 431
- LOT 11
- LOT 14
- ORIGINAL LOT LINE
- LOT 15
WHITFIELD HILLS
SUBDIVISION
SHEET 132-B, NPC
- LOT 18
- LOT 19
- LOT 12
- LOT 13
- ORIGINAL LOT LINE
- LOT 16
WHITFIELD HILLS
SUBDIVISION
SHEET 132-B, NPC
- LOT 17
- LOT 20

1" = 300

BEING A TOTAL OF 19.62 ACRES OF LAND, LYING IN THE W.A. PURGASON SURVEY NO. 71, ABSTRACT NO.954, ATASCOSA COUNTY, TEXAS, PREVIOUSLY RECORDED AS LOT 15 & LOT 16, WHITFIELD HILLS SUBDIVISION, RECORDED ON SHEET 132-B, NEW PLAT CABINET, ATASCOSA COUNTY, TEXAS, AND BEING A PORTION OF A 38.95 ACRE TRACT OF LAND DESCRIBED IN VOLUME 198, PAGE 547, DEED RECORDS OF ATASCOSA COUNTY, TEXAS.



1. THE SUBDIVISION IS LOCATED IN THE PLEASANTON ISO.
2. CONVEYANCE OF LOTS SHALL NOT BE PERMITTED UNTIL THE FINAL PLAT HAS BEEN APPROVED BY THE ATASCOSA COUNTY CLERK.
3. THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES.
4. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SUPPLY. ANY OTHER WATER SYSTEM OR WATER SUPPLY CULVERT SUPPLY PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RATHER THAN COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OBTAIN THE BEST AVAILABLE WATER RESERVE.
5. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM AND AN ON-SITE SEWER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY HEALTH INSPECTOR.
6. NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONER OF COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
7. THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE LOCATION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS, AS APPLICABLE.
8. NO HOMES ARE TO BE BUILT OR BROUGHT ON TO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED FROM AN APPROPRIATE AGENCY AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS, AS APPLICABLE.
9. WATER SERVICE PROVIDED BY MCCOY WATER SUPPLY CORPORATION.
10. THIS SUBDIVISION WILL BE SERVED BY MCCOY WATER SUPPLY CORPORATION, 2125 FM 541, MCCOY, TX 77857. WATER SERVICE WILL BE AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY.
11. ELECTRIC SERVICE PROVIDED BY KARNES ELECTRIC COOPERATIVE.
12. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE CONDITIONS OF PUBLIC ROADWAYS, DRIVEWAY CONSTRUCTION SHALL BE LIMITED TO THE DRIVEWAY PORTION OF THE LOT. DRIVEWAYS SHALL NOT BE PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS/HER DESIGNATED REPRESENTATIVE, OR TxDOT FOR DRIVEWAY CONSTRUCTION ON STATE ROADS.
13. DRIVEWAYS SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TxDOT STANDARDS, AS APPLICABLE.
14. THE ENTIRE THIS PLAT DO NOT CONTAIN PORTIONS OF FEMA FLOODPLAIN (ZONE A) AS SHOWN ON FIRM MAP NUMBER 480130302C EFFECTIVE NOVEMBER 4, 2010.
15. NO LOTS IN THIS PLAT ARE LOCATED WITHIN THE FEMA SPECIAL FLOOD HAZARD AREA.
16. THE SUBDIVISION IS SUBJECT TO THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWER FACILITIES.
17. ALL LOTS WITHIN THIS SUBDIVISION ARE LARGER THAN 30,000 SF.
18. ANY DEVELOPMENT OR ENVIRONMENTAL QUESTION CONCERNING DEVELOPMENT, AS DEFINED IN ARTICLE II OF THE ATASCOSA COUNTY SUBDIVISION REGULATIONS, ARE PROHIBITED WITHIN THIS DEVELOPMENT.
19. ANY TYPE OF LAND USE FROM SINGLE FAMILY RESIDENTIAL WILL REQUIRE THE SUBMITTAL OF AN ENGINEERING ANALYSIS TO ATASCOSA COUNTY FOR REVIEW AND APPROVAL.
20. PUBLIC SEWER IS NOT AVAILABLE. ALL LOTS SERVED BY SEPTIC, TO BE DESIGNED BY REGISTERED ENGINEER AND PERMITTED BY HEALTH INSPECTOR.

LOT SUMMARY TABLE				
LOT SIZE	NO. OF LOTS	WATER WELL	COLLECTIVE SEWER	OSSF
< 2.5 AC	1			X
2.5-10 AC	1			X
> 10 AC	0			
TOTAL	2			

PROPERTY INFORMATION
PROPERTY ID: 34566
LEGAL ACRES: 38.95 AC
LEGAL DESC.: WHITFIELD
HILL S/D LOT 11-16

PLAT INCLUDES (0) LF OF STREET.
PLAT INCLUDES (0) SF OF
RIGHT-OF-WAY.

STATE OF TEXAS
COUNTY OF ATASCOSA

I, RAY L. BACA, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT PREPARED BY ME, DOES TO THE BEST OF MY KNOWLEDGE, ACCURATELY REFLECT THE GENERAL LOCATION (OR ABSENCE) OF ALL STREAMS, RIVERS, PONDS, LAKES OTHER WATER FEATURES OR ANY SENSITIVE FEATURES AND COMPLIES WITH THE SUBDIVISION AND FLOODPLAIN MANAGEMENT ORDINANCES ADOPTED BY ATASCOSA COUNTY, TEXAS.

LICENSED PROFESSIONAL ENGINEER
RAY L. BACA, P.E. #131313
P.O. BOX 587, PLEASANTON, TX 78064
(830) 570-2628

STATE OF TEXAS
COUNTY OF WILSON

I, LARRY POLLOK, BEING A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL AND ACCURATE ON-THE-GROUND SURVEY OF THE LAND SHOWN HEREON, AND THAT THE CORNER MONUMENTS SHOWN HEREON WERE PROPERLY PLACED UNDER MY PERSONAL SUPERVISION, IN ACCORDANCE WITH THE SUBDIVISION REGULATIONS OF ATASCOSA COUNTY, TEXAS.

REGISTERED PROFESSIONAL LAND SURVEYOR
LARRY POLLOK, R.P.L.S. #5186
1008 B ST, FLORESVILLE, TX 78114
830-393-4770

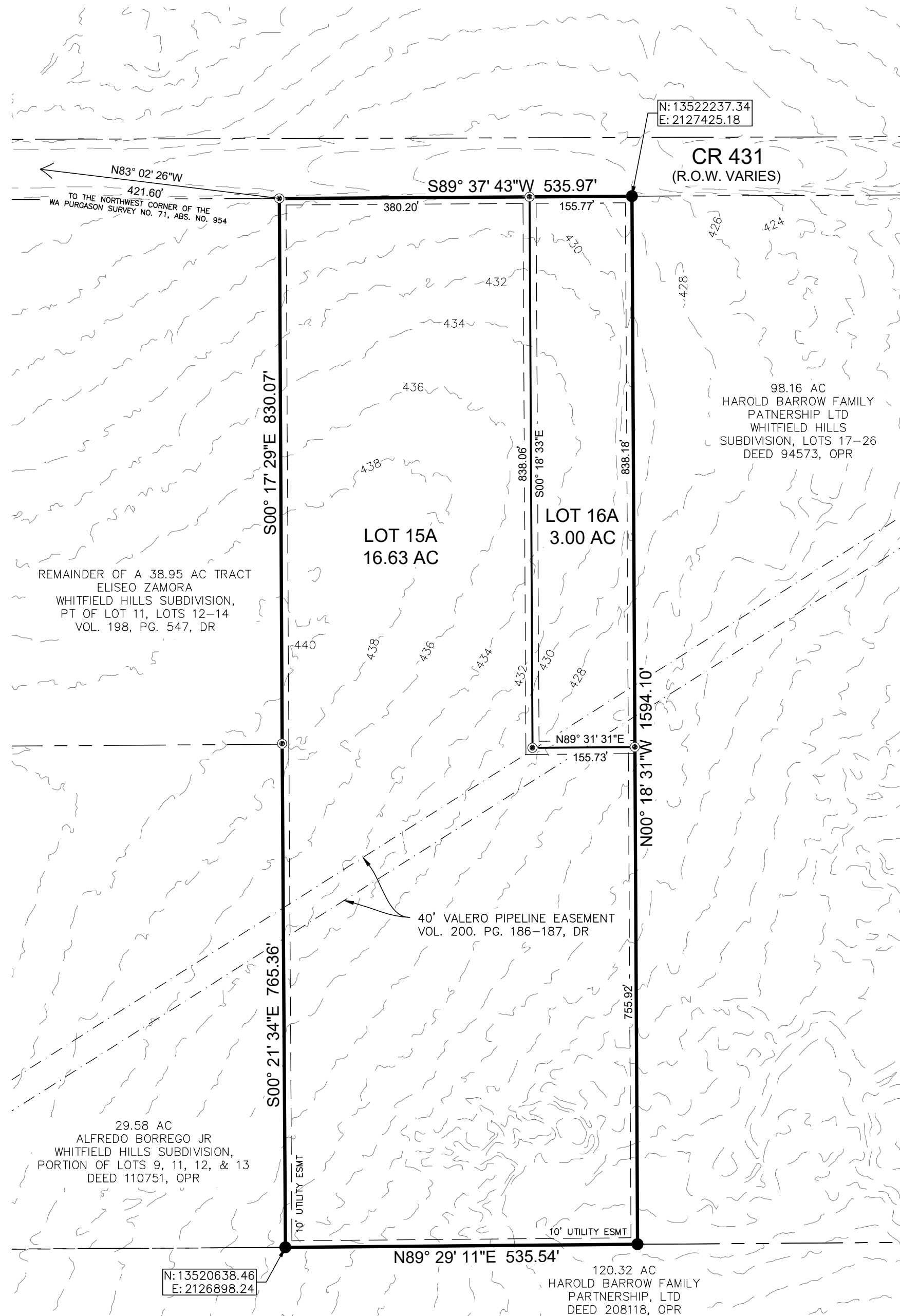
1. BEARINGS AND COORDINATES SHOWN HEREON ARE BASED ON THE TEXAS STATE PLAN COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NAD83.
2. 1/2" IRON RODS WITH PLASTIC CAP STAMPED "POLLOK & SONS" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

1. ELECTRIC SERVICE TO BE PROVIDED BY KARNES ELECTRIC COOPERATIVE.
2. WATER SERVICE TO EACH LOT TO BE PROVIDED BY MCCOY WSC.
3. ALL UTILITY EASEMENTS ARE FOR CONSTRUCTION AND MAINTENANCE INCLUDING BUT NOT LIMITED TO REMOVAL OF TREES AND OTHER OBSTRUCTIONS, READING METERS AND REPAIR OR REPLACEMENT OF ALL OVERHEAD AND UNDERGROUND UTILITIES.
4. NO BUILDINGS OR OTHER OBSTRUCTIONS OF ANY KIND SHALL BE PLACED ON ANY UTILITY EASEMENTS.
5. EACH LOT WILL BE SERVED BY AN INDIVIDUAL ON-SITE SEWAGE FACILITY (OSSF). INSTALLATION OF THE OSSF WILL BE THE RESPONSIBILITY OF THE INDIVIDUAL PROPERTY OWNER. OBTAIN AN OSSF PERMIT FROM THE COUNTY PRIOR TO INSTALLATION.

Diagram illustrating a typical utility easement (ESMT) configuration:

- STREET RIGHT-OF-WAY** (top boundary)
- 20' TYPICAL EMBANKMENT, DRAINAGE & UTILITY ESMT** (area between street and lot)
- LOT** (central area)
- 10' TYPICAL UTILITY ESMT PER WHITFIELD HILLS SUBDIVISION PLAT (132-B)** (area within the lot)
- LOT** (area to the right of the easement)

The diagram illustrates a three-lot residential subdivision. At the top, a horizontal line is labeled "STREET RIGHT-OF-WAY". Below this line, three lots are shown, each labeled "LOT". The lots are separated by vertical lines representing street right-of-way. The setbacks from the street right-of-way are indicated by horizontal lines and labels: "25'" for the front setback of each lot, "5'" for the side setbacks, and "5'" for the rear setback. The lots are also labeled "LOT" on the left and right sides. At the bottom, a horizontal line is labeled "SETBACK LINES: STREET SIDE 25' REAR 5'".



AGENDA REQUEST (GENERAL)

Agenda Item 10.

Meeting Date: 08/12/2024

Item Title:

Submitted For: Justin Vasquez, I.T. Manager

Discuss and/or take appropriate action concerning:

Justin Vasquez: Discuss and/or take appropriate action concerning accepting quote from ESRI for renewal of licenses for ArcGIS for the Sheriff's Office in the amount of \$2,943.30 and authorizing County Judge to sign the Texas DIR-CPO-4699 Customer Addendum pending review by County Attorney.

ATTACHMENTS

Quote

Addendum



Esri Inc
380 New York St
Redlands CA 92373-8118

Subject: Renewal Quotation

Date: 08/02/2024
To: Justin Vasquez
Organization: County of Atascosa
Sheriffs Office
Fax #: **Phone #:** 830-570-7742

From: Barbara Walker
Fax #: 909-307-3083 **Phone #:** + 19093693936 Ext. 3936
Email: bwalker@esri.com

Number of pages transmitted
(including this cover sheet): 4

Quotation #26228622
Document Date: 08/02/2024

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936939363936
Fax #: 909-307-3083

Quotation

Date: 08/02/2024

Quotation Number: 26228622

Contract Number: 00298018.1

County of Atascosa
Sheriffs Office
1108 Campbell Ave
Jourdanton TX 78026-3508

Attn: Justin Vasquez

Email: justin.vasquez@atascosacounty.texas.gov

Phone: 830-570-7742

Customer Number: 582071

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Barbara Walker

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
P.O. Box 741076
Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
Subject to terms and conditions of State of Texas DIR-CPO-4699				
10	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 11/01/2024 End Date: 10/31/2025 Subscription ID: 1615760846	443.30	443.30
1010	1	161322 ArcGIS Enterprise Workgroup Standard Up to Two Cores Maintenance (Enterprise Standard Migration) Start Date: 11/01/2024 End Date: 10/31/2025	1,250.00	1,250.00
2010	2	161423 ArcGIS GIS Server Workgroup Standard Additional Core Maintenance (Server Standard Migration) Start Date: 11/01/2024 End Date: 10/31/2025	625.00	1,250.00

Please note Esri has introduced a price change and this quote reflects current pricing for your organization. It is important to us that we are able to continue to deliver value through enhancements to products, solutions, and capabilities.

Your renewal provides access to all the benefits you are familiar with, which you can review at <https://go.esri.com/maintenance>
For questions related to the price change, please reach out to your assigned Esri Account Manager.

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

To expedite your order, please reference your customer number and this quotation number on your purchase order.



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936939363936
Fax #: 909-307-3083

Quotation

Page 2

Date: 08/02/2024

Quotation Number: 26228622

Contract Number: 00298018.1

Item Qty Material#

Unit Price

Extended Price

Item Subtotal	2,943.30
Estimated Tax	0.00
Total	USD 2,943.30

DUNS/CEC: 06-313-4175 **CAGE:** 0AMS3



esri[®]

380 New York St
Redlands, CA 92373-8118
Phone: + 190936939363936
Fax #: 909-307-3083

Quotation

Page 3

Date: 08/02/2024

Quotation No: 26228622

Customer No: 582071

Contract No: 00298018.1

Item Qty Material#

Unit Price

Extended Price

Renew online by using a credit card, purchase order, or by requesting an invoice at
<https://www.esri.com/en-us/quote-order/renew>.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at

<http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at

<http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, EA, GSA, BPA) on your ordering document.

Texas DIR-CPO-4699 Customer Addendum to Purchase Order (the "LOL Addendum")

Pursuant to Section 12(c) of DIR Contract No. DIR-CPO-4699 (the "DIR Contract"), **Environmental Systems Research Institute, Inc. ("Esri" or "Successful Respondent")** and the **State of Texas, acting by and through the Department of Information Resources ("DIR")** have agreed to authorized exceptions to Section 10.12 ("Limitation of Liability") of Appendix A to the DIR Contract.

WHEREAS, Esri and DIR have agreed Esri and a Customer may include in a Purchase Order a term limiting Esri's liability to Customer for damages in any claim or cause of action arising under or related to such Purchase Order and to limit Esri's liability to Customer for indemnification requirements under Section 10.1.1(A)(iii) of the DIR Contract, provided such terms may only be valid if stated on a standalone page signed by both parties and attached to or incorporated by reference into the corresponding Purchase Order; and

WHEREAS, Customer is procuring Esri Offerings or Services from Esri under the DIR Contract as a Customer and the parties wish to further limit Esri's liability to the Purchase Order this LOL Addendum is attached to or referenced therein;

NOW THEREFORE, the parties agree to the following:

1. Successful Respondent's liability for damages in any claim or cause of action arising under or related to the Purchase Order shall not exceed two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.
2. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the DIR Contract, except as allowed by subsection 10.12(D) of the DIR Contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.
3. Successful Respondent's liability to for damages in any claim or cause of action arising under or related to the Purchase Order for indemnification requirements under Section 10.1.1(A)(iii) of the DIR Contract shall not exceed (i) \$1 million or (ii) two-times the total value of the Purchase Order, whichever is greater. Such limitation shall be distinct and calculated separately from any limitation included pursuant to Section 10.12(B) of the DIR Contract. CUSTOMER HAS CONSULTED WITH LEGAL COUNSEL AND CAREFULLY CONSIDERED POTENTIAL RISKS ASSOCIATED WITH A DATA BREACH TO DETERMINE LIMITATIONS APPROPRIATE FOR THIS PURCHASE ORDER.
4. The term of this LOL Addendum will commence on the final signature date between the parties below and shall remain in effect until the expiration or termination of the DIR Contract.

[INTENTIONAL BLANK]

The parties may sign this LOL Addendum in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This LOL Addendum is executed and effective as of the date of Customer signature below.

The authorized representatives of each party accept and agree to the terms of this LOL Addendum by signing below:

Accepted and Agreed:

(Customer)

By: _____

Printed Name: _____

Title: _____

Date: _____

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By:  _____

Printed Name: Tamisa Greening

Title: Director, Contracts and Legal

AGENDA REQUEST (GENERAL)

Agenda Item 11.

Meeting Date: 08/12/2024
Item Title: Road Bore Permit
Submitted For: Kennard Riley, Commissioner, Pct. 4

Discuss and/or take appropriate action concerning:

Comm. Riley: Discuss and/or take appropriate action to approve a road bore permit for Pillar EFS, LLC at Blackhill Rd and CR 103. A check in the amount of \$500.00 has been turned into the Atascosa County Treasurer's Office.

ATTACHMENTS

Permit

Blackhills Rd CR 103
County Road Commissioner Pct. No. 4

ATASCOSA COUNTY PIPELINE PERMIT

X ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 6 day of August, 20 24, A.D., the undersigned "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

In consideration of the \$500.00 application fee, plus a \$5,000 penalty fee if said pipeline has been installed prior to this application being presented to and approved by Atascosa County Commissioners Court and the further consideration of: (1) \$32.00 per yard or any part thereof for any part of a crossing exceeding fifty (50) feet; (2) \$250 for any amendment of this permit; and (3) \$200.00 for each 6 month extension of this permit to be paid by Company and the County's granting permission to make use of the lands above described for the purposes aforesaid, the undersigned Company agrees that such use shall be subject to the following terms, covenants and conditions, to-wit:

I.

No main or line shall ever be laid or maintained by the Applicant in such manner as to interfere with the construction, maintenance or repair of roads, (STATE or COUNTY) and in the event it shall develop that any main or line hereafter to be laid by the Applicant in any manner interferes with the construction, maintenance or repair of any existing road (STATE or COUNTY) because of the depth at which the same has been laid, or for any other reason, the Applicant, upon request of the Commissioners Court, shall promptly change or alter, at Applicant's sole expense, such main or line, in such manner that the same will no longer interfere with such construction, maintenance or repair.

II.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner as to interfere with traffic, so as to interfere with any drainage now or hereafter to be affected on or along such road and that no main or line shall ever be laid or maintained by the Applicant in such a way as to constitute a danger or hazard or to become a nuisance of any kind to anyone using any road or living in the vicinity thereof.

It is understood that no main or line shall ever be laid by Applicant in such a way or manner to run parallel to the county road within the county right-of-way.

III.

The Applicant further agrees that it shall in no way enter upon any property hereby affected for the purpose of constructing, laying or repairing any main or line now existing or hereafter to exist unless it shall have first submitted to the Commissioners Court of Atascosa County, plans, sections and such description of construction, laying, maintenance or repair, as to fully describe the same.

IV.

It is further understood and agreed that all lines crossing any County Road shall be either jacked, bored or driven under surfaced portion of the roadway; and that the section of line placed through boring shall extend

the full width of the surfacing; and that all pipelines under such roads shall be placed through an iron or other approved casing of approximately two inches larger in diameter than the pipeline; or, as an alternative to casing, Applicant may install a heavier walled carrier pipe beneath the roadway; provided, however, that in either instance the installation shall meet all the requirements of the Department of Transportation as set forth in Title 49, Code of Federal Regulations, Part 192, and/or those same regulations as adopted by Texas Railroad Commission and any other regulations promulgated by the Texas Railroad Commission under the authority of V.T.C.S. Art. 6053-1; and provided further that the County Commissioner in whose precinct the crossing is being made, with the concurrence of the Commissioners Court, may require that the carrier pipe be cased beneath the roadway when in his opinion the best interests of Atascosa County would be served thereby. Said pipeline shall have at least forty-two (42) inches of cover unless special permission to the contrary is obtained from the Commissioners Court of Atascosa County. Said pipeline crossing shall be placed within 10 Degrees of Perpendicular (80° to 100°) to the roadway.

V.

The Applicant further agrees, in connection herewith, to save and hold harmless the said County against any and all liability that it may have or appear to have to any person whomsoever by reason of any act or thing that Applicant, its agents, servants, employees and contractors may do or cause to be done in the premises.

VI.

In consideration of the granting of the privilege hereby petitioned for, Applicant agrees that whenever it shall in any manner damage any County Road or other structure by reason of any operation hereunder, it will immediately, at its own expense, restore the same to the condition that the same was in before the damage took place. Applicant further especially agrees that whenever the County Commissioners Court shall notify it in writing that it, its agents, servants, employees and contractors have damaged any road, or other structure, Applicant will commence the restoration thereof, in accordance with the terms hereof, within forty-eight (48) hours after the receipt of such notice, and prosecute such restoration to completion, diligently and continuously, and that in the event of its failure in such event to begin such restoration or repair within the time aforesaid, or in the event of its failure to therefore prosecute the same to completion, diligently and continuously, the Commissioners Court or its representative of said County, may take over the making of such restoration or repair with County employees, or through a private contractor, and complete and effect such repair or restoration at the expense of the Applicant and that the action of the County Commissioners Court, or its representative, in making such restoration or repair shall be binding upon the Applicant, and such Commissioners Court estimate or statement of the cost and expense incurred in making such repair or restoration shall be final, conclusive and binding upon the Applicant.

VII.

It is further agreed that in the event Applicant enters upon any property hereby affected for the purpose of construction, laying or repairing any main or line of Applicant, now existing or hereafter to exist, in connection with any State road or highway, that Applicant shall comply with all conditions and requirements of the Texas State Highway Department or its authorized representative with reference to any matter pertaining to any such purposes.

VIII.

Applicant shall give the Commissioners Court of Atascosa County, with reference to a County Road, and the State Highway Department, with reference to State Highway, twenty-four (24) hours notice prior to the time of beginning of any work with reference to any such road or highway.

IX.

It is further agreed that the order of the Commissioners Court granting this application shall be and does constitute acceptance on the part of the County of the offer hereby made, and said order and this application shall constitute a contract between the parties hereto their heirs, assigns, representatives and successors according to the terms hereof.

X.

This application for pipeline permit shall expire 90 days after the same is approved by motion and order entered into Commissioners Court Records of Atascosa County, Texas. After expiration of the same, a new

application for pipeline permit and payment of fees shall be required from the applicant if the pipeline has not been installed prior to the expiration date of this permit.

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the 6 day of August, 20 24 A.D.

After approval the fully executed permit should be returned to:

Ramsey Johnson
P.O. Box 121
Seardenton, TX 78026

Pillar EFS LLC
Company
By: Ramsey Johnson

CORPORATE ACKNOWLEDGMENT

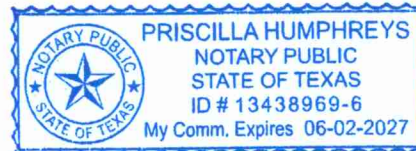
THE STATE OF TEXAS

COUNTY OF Atascosa

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Ramsey Johnson known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said Pillar EFS, LLC, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 6th day of August, 20 24, A.D.

Priscilla Humphreys
Notary Public in and for Atascosa
County, Texas
Commission expires: 06-02-2027



*****FOR COUNTY USE ONLY*****
County Road: _____ Comm. Pct. No.: _____ Dia. Line _____

Examined and approved in open Commissioners Court on this the _____ day of _____, 20 _____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the _____ day of _____, 20 _____

Proposed boring location

Legend

Boring location

Google Earth

Image Landsat / Copernicus
Image © 2024 Airbus

Jamies Ranch For Special Kids

1 mi

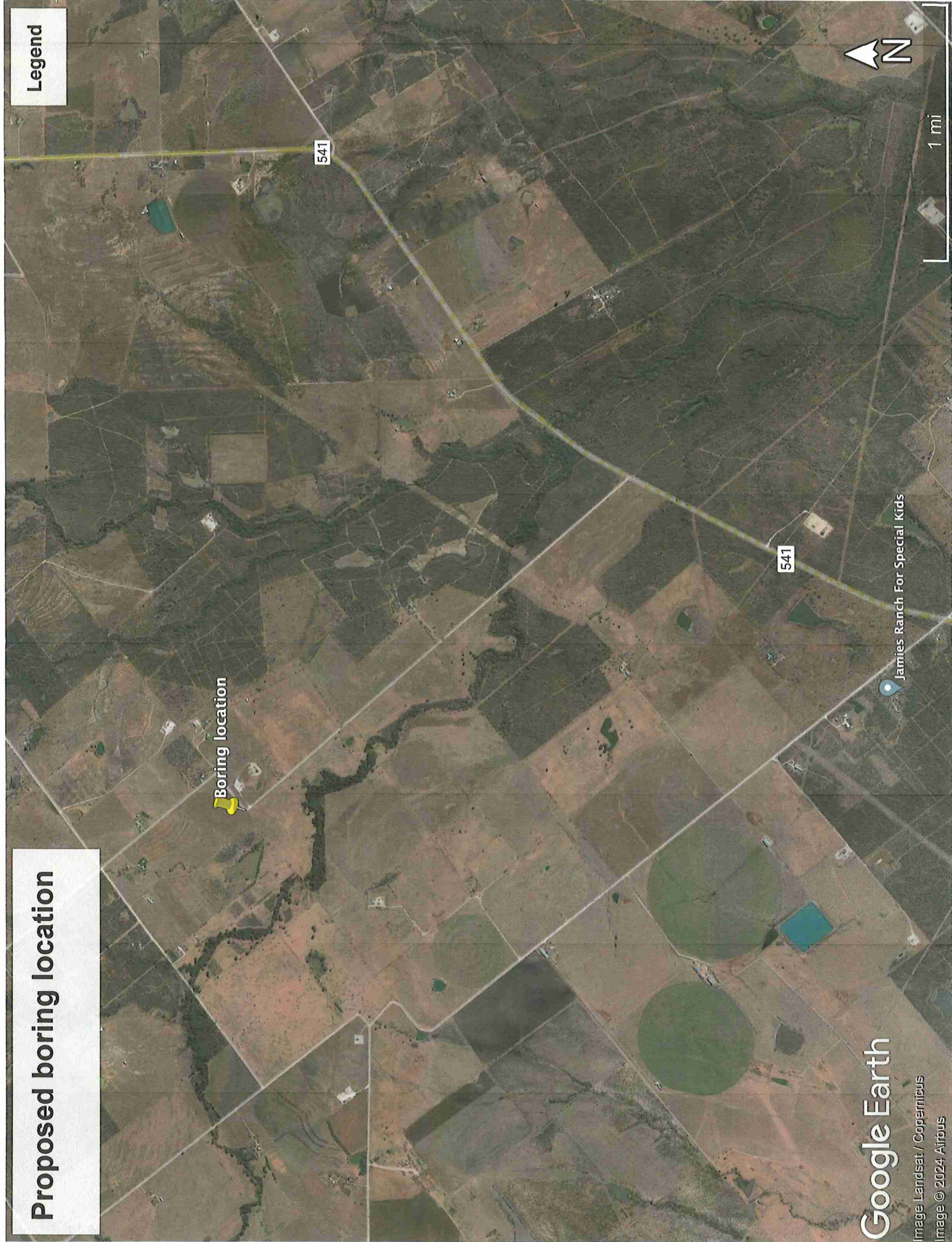
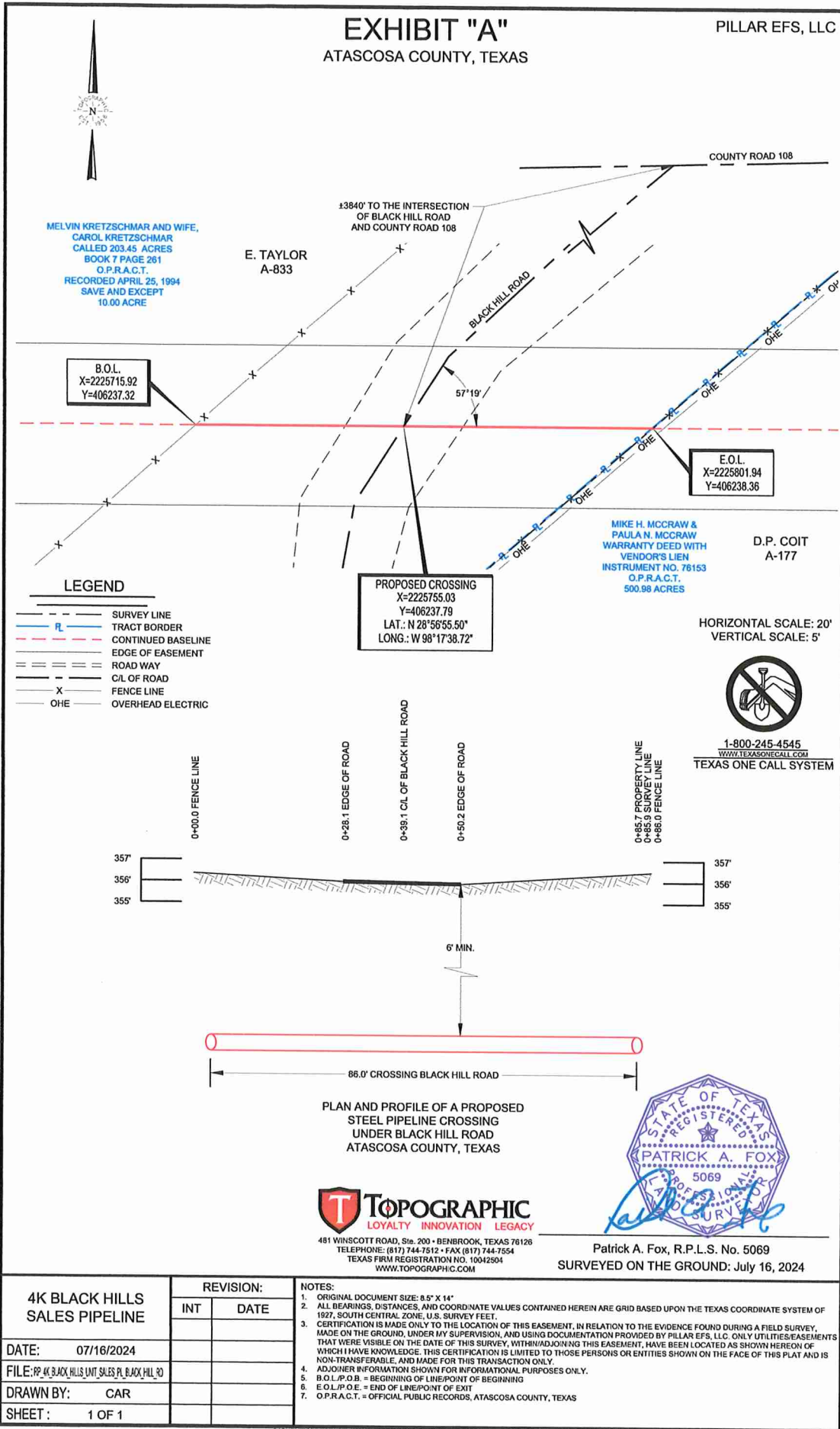


EXHIBIT "A"
ATASCOSA COUNTY, TEXAS

PILLAR EFS, LLC



HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

35-1125/1130

6188

CAMINO REAL MINERAL COMPANY LLC

8700 CROWNHILL BLVD STE 504
SAN ANTONIO, TX 78209

DATE

9/6/24



PAY TO THE
ORDER OF

Atascosa County

\$ 500.00

Five Hundred and no cents DOLLARS

AmegyBank.

P.O. Box 795008
San Antonio, Texas 78279-5008
AmegyBank.com • 210-343-4500

MEMO

Blackhills 4K #131868

⑆113011258⑆ 0030104728⑆6188

Details on back
Security features

*08/07/2024 11:04
PPYR: 08/2024 SS

TREASURER RECEIPT
ATASCOSA COUNTY
STATE OF TEXAS
FROM: 903058 CAMINO REAL MINERAL COMPANY LLC
626 E MANDALAY
SAN ANTONIO TX 78212

RECEIPT NO: 131870
PAGE: 1

* ORIGINAL *

ACCT NAME
ROAD BORE PERMIT

ACCOUNT NO. ITEM DESCRIPTION
024-300-368 TEMP WATER LINE/CK61 SSB MULT

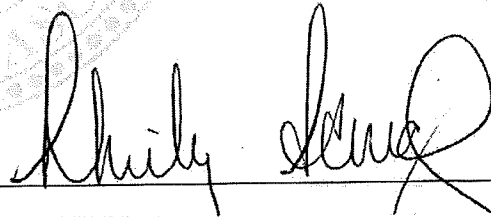
ITEM AMOUNT
500.00

**FEE PAYMENTS ARE
NON-REFUNDABLE**

AMOUNTS WERE RECEIVED AS PAYMENT TYPE(S):
500.00 CHECKS

RECEIPT TOTAL: 500.00

TREASURER OF ATASCOSA COUNTY, TEXAS



AGENDA REQUEST (GENERAL)

Agenda Item 12.

Meeting Date: 08/12/2024
Item Title: Water Line permit
Submitted For: Kennard Riley, Commissioner, Pct. 4

Discuss and/or take appropriate action concerning:

Comm Riley: Discuss and/or take appropriate action to approve a lay flat line permit for Pillar EFS, LLC. The water line will enter CR 419 for 1.72 miles Northwest of the intersection of FM 541. It will run along the fence within the easement of CR 419 for 1.33 miles then in the easement of Lucas Rd. for 0.62 miles. Then turn right on Trey's Creek Rd for 0.71 miles before entering private property. A check in the amount of \$1,500.00 has been turned into the Atascosa County Treasurer's Office.

ATTACHMENTS

Permit



ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

COMES NOW Pillar EFS LLC (company name) (hereinafter "Company"), a Texas (state), LLC (type- corporation, partnership, etc.) with the right to transact business in the State of Texas, acting by and through its duly authorized representative, and hereby petitions Atascosa County (hereinafter "County") for the right to lay a temporary water line over and along certain County Roads and rights of way as shown on maps and drawings attached hereto and described below:

LOCATION (County Roads and Right of Way shall be listed below):

The temporary water line will enter the CR 419 easement 1.72 miles northwest of the intersection of FM 541. It will run along the fence within the easement of CR 419 for 1.33 miles then in the easement of Lucas Rd. for 0.62 miles. Then turn right on Treys Creek Rd. for 0.71 miles before entering private property. (plat attached)

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

4" lay flat line

It is expressly understood that the County does not grant any right, claim, title or easement in or upon the County right of way.

This permit, if granted, will give Company permission to conduct allowed operation within County Roads and rights of ways only, and does not authorize Company to conduct any operations on other property.

It is understood that Company shall be solely responsible for all costs to construct, maintain, operate, repair, replace, and remove this temporary water line and any related facilities and markers from the right of way. Company shall pay all real estate taxes and assessments, if any, on the improvements, to the extent related to Company's improvements (for the limited period of the Permit), prior to delinquency.

Company shall construct and maintain the temporary water line on the right of way as shown on the attached plans and drawing(s) and in accordance with all applicable rules, regulations, policies and laws of the State of Texas. Upon request by the County at any time, the Company shall submit proof of compliance with all governing laws, rules and regulations. Company will, at Company's sole expense, obtain any permits from the appropriate state or local agencies that may be required by law or regulation. Company shall file all reports with all appropriate state or local agencies that may be required by law or regulation.

Submitted plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the proposed line, the relationship to existing facilities and the proposed line, traffic safety and access procedures, and the location of existing utilities that may be affected by the proposed line. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings

attached to this Temporary Water Line Right of Way Request and Permit. New plans shall be submitted to the County for each future proposed modification or expansion to this plan and a new request will be required as a condition of approval, along with a \$250 amendment/modification fee. The County shall have 30 days to review and approve plans prior to commencement of work.

Proper drainage shall be maintained throughout the installation of this line. Temporary water lines crossing a roadway may use existing drainage structures.

Company shall notify the County prior to commencement of any operation which requires pruning of trees so that the County may provide specifications to govern performance of work, including trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The temporary water line shall not be laid or maintained by the Company in such a manner as to interfere with the use, construction, maintenance, or repair of roads, or utilities, and in the event that it is determined that the line does interfere, the Company, upon the request of the County, shall promptly change or alter, at the Company's sole expense, the temporary water line, in such a manner that the same will no longer interfere.

It is understood that the County may require Company to relocate, or to permanently or temporarily remove this line, for any reason and subject to the provisions of governing laws, by giving Company at least 15 days written notice.

The Company's installation shall not damage any part of the roadway structure or associated appurtenances. It is understood that Company shall not open-cut driveways or intersecting roadways without specific written permission from the property owner. If damage to private driveways is incurred due to its operations, Company shall pay to repair driveways to prior condition. Furthermore, Company understands, and if approved, assumes all responsibility for any other damage to the public or adjoining property owners caused by the installation, maintenance, and/or removal of this temporary water line and assumes all risks associated with this installation within the County right of way, including, but not limited to, injuries to Company workers, damage to utility lines and injuries or damage resulting from failure to properly install, maintain, and/or remove the line. Company will promptly and fully reimburse the injured party for any damage to real or personal property, or personal injury arising out of the installation, maintenance, and/or removal of the temporary water line.

Company shall provide proof of financial responsibility to cover damages to persons or property covering its operations and rights granted hereunder by complying with either option listed below:

- a) Company shall keep in effect, at its sole cost and expense, reasonably satisfactory comprehensive general liability insurance covering the rights granted hereunder with maximum limits of liability of not less than \$1,000,000 for bodily injury or death to one person, or to any group of persons as a result of one accident, and \$1,000,000 for property damage. Company shall name the County as an additional insured and furnish the County with certificates of current policies, and upon expiration thereof, renewal certificates, evidencing such insurance. Company shall also cover all of its respective employees with workman compensation policies; or
- b) Company shall provide to Commissioners Court a letter, which shall be incorporated as part of this agreement, setting forth that Company will self-insure for any damage to persons or property caused by its operation and rights granted hereunder.

Commissioners Court reserves the right to accept or reject Company's selection to be self-insured under option b) above.

In the even that Company applies for renewal of an existing permit, Company shall provide at the time of such application an updated Certificate of Insurance and shall submit the renewal fees as listed below.

COMPANY AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY PERSONAL INJURY, PROPERTY DAMAGE, SUBSERVIENT ESTATE AND/OR MINERAL ESTATE RELATED CLAIMS, OR OTHER TORT CLAIMS, AGAINST COUNTY, ITS OFFICERS, AGENTS, OR EMPLOYEES, THAT RESULT FROM COMPANY'S OPERATIONS UNDER THIS PERMIT, OR THE COUNTY'S ACTIONS IN GRANTING THIS PERMIT, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR IN PART FROM THE NEGLIGENCE (INCLUDING FAILING TO TAKE AN ACTION REQUIRED BY THE TEXAS UTILITY CODE) OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR FROM THE INTENTIONAL CONDUCT OF THE COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, IN RELOCATING, OR REMOVING THE LINE, OR ANY ASSOCIATED EQUIPMENT, OR MATERIAL, IF AN EMERGENCY CONDITION EXISTS, OR IF THE COMPANY IS, IN THE OPINION OF THE COUNTY, IN VIOLATION OF THIS PERMIT, OR IF THE COMPANY HAS NOT COMPLIED WITH A NOTICE TO REMOVE OR RELOCATE THE TEMPORARY WATER LINE, OR OTHER OBJECTS PLACED IN THE COUNTY RIGHT OF WAY.

COMPANY FURTHER AGREES TO RELEASE THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES OR ANY EMERGENCY SERVICES ORGANIZATION OR EMERGENCY SERVICES PERSONNEL, OPERATING ON BEHALF OF THE COUNTY, FROM ANY AND ALL CLAIMS FOR DAMAGES DONE TO COMPANY'S PROPERTY, DURING EMERGENCY OPERATIONS OR ROAD MAINTENANCE OPERATIONS.

Company shall make adequate provisions to cause minimum inconveniences to the traveling public and adjacent property owners. It is understood that it is the responsibility of Company to handle traffic in a safe and satisfactory manner during the installation, maintenance, and removal of these lines. Traffic control shall be in compliance with Part VI of the 1980 Texas Manual on Uniform Traffic Control Devices for Street and Highways. A representative of Company will be on the jobsite whenever work is in progress and a copy of this permit must be on the jobsite. If the line runs along the County Road right of way for more than 100 feet, additional copied of the permit shall be posted at each location where the line enters, or leaves, the County Road right of way. Company shall insure that all of its employees, agents, contractors, and sub-contractors, are familiar with all terms of the permit.

When operations are immediately adjacent to a roadway, all equipment should be parked and/or operating on one side of the roadway only.

Payment of a \$500 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE Temporary Right of Way Permit Fee must accompany this Request. A \$5,000 penalty fee will be assessed if said water line/ pipeline has been installed prior to this Request being presented to and approved by the County Commissioners Court or if said temporary lines remain in the right of way after the expiration of the permit period.

Company acknowledges that this permit is for 90 days only. In the event that construction has not commenced within 90 days from County's approval of this request, this permit shall automatically expire, and Company will be required to resubmit a request, along with a resubmittal fee of \$200. If the temporary line is constructed and it is anticipated that same shall still be in use at the expiration of the 90 day permit period, a renewal request for a temporary right of way shall be submitted at least 10 days prior to the expiration of the previously approved right of way along with a renewal fee of \$200. All request submissions, whether due to expiration or new requests for modifications and relocations, shall be in accordance with the governing laws, rules, regulations, and policies existing at the time of submission.

Company understands that the County may revoke this permit at any time for failure to pay permit fees, failure to comply with any section of this permit application, or any other violation that may arise regarding the temporary water line.

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about 8/15/24 (mm/dd/yyyy) and complete such operations by 9/25/24 (mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

By signing below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this request, and that commencement of construction will further attest to my review and acceptance of said provisions and requirements.

REQUESTOR



By: Ramsey Johnson

Title: Landman

Address: 712 Main St.
Jourdanton, TX 78026

Date: 8/16/24

I have reviewed the foregoing Request, and I:

☐ Approve. Company may conduct the operations described in the permit request, subject to the rules and conditions contained in such request.

☐ Do not approve, for the following reason(s) _____

Weldon P. Cude, County Judge

Atascosa County, Texas

CONTACT PERSON FOR COMPANY

Questions regarding the Temporary Water Line Right of Way should be addressed to:

Print name: Ramsey Johnson

Office Telephone: _____

Cell Phone: 832-721-6882

Email Address: ramseysjohnson@yahoo.com

Address: 712 Main St. Suite C

City, State, Zip: Sourdanton, TX 78026

INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

BASIC INFORMATION: Contact the County Judge's Office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the Commissioner has been contacted, the crossing surveyed, and the fee amount confirmed, the request needs to be signed and then submitted to Atascosa County Commissioners Court for approval.

The executed request and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before a Commissioners Court Meeting. Contact the County Judge's Office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each PERMIT. Additional fees may be required. See REQUEST for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Treasurer. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the Request.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A WATER LINE WITHOUT OBTAINING A PERMIT.

THERE IS A 90 DAY TERM OF CONTRACT ON THE REQUEST WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND THE TREASURER'S OFFICE WILL RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON THE PERMIT. THE INFORMATION YOU PROVIDE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE

AMENDMENT OF PERMIT: \$250.00


EACH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF WATER LINE WITHOUT A PERMIT: \$5000.00

Proposed temporary water line route

2.75 miles

Legend

 Proposed crossing location



541

1 mi

Google Earth

Image © 2024 Airbus

#131869
CAMINO REAL MINERAL COMPANY LLC
8700 CROWNHILL BLVD STE 504
SAN ANTONIO, TX 78209

35-1125/1130

6190

DATE

8/6/24



PAY TO THE
ORDER OF

Atascosa County

\$ 1500.00

One Thousand Five Hundred

DOLLARS

Amegy Bank.

P.O. Box 795008
San Antonio, Texas 78279-5008
AmegyBank.com • 210-343-4500

MEMO

Black Hills 412

⑆ 113011258⑆ 0030104728⑆ 6190

Details on back
Security features

*08/07/2024 10:59
PPYR: 08/2024 SS

TREASURER RECEIPT
ATASCOSA COUNTY
STATE OF TEXAS
CAMINO REAL MINERAL COMPANY LLC
626 E MANDALAY
SAN ANTONIO TX 78212

RECEIPT NO: 131868
PAGE: 1

* ORIGINAL *

ACCT NAME
ROAD BORE PERMIT

ACCOUNT NO. ITEM DESCRIPTION
024-300-368 BLACKHILLS RD/CK6188 SSB MULT

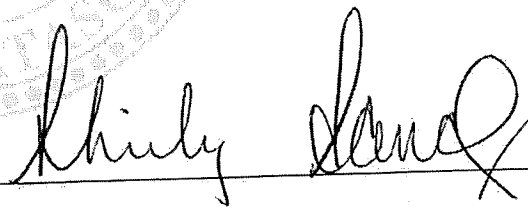
ITEM AMOUNT
500.00

**FEE PAYMENTS ARE
NON-REFUNDABLE**

AMOUNTS WERE RECEIVED AS PAYMENT TYPE(S):
500.00 CHECKS

RECEIPT TOTAL: 500.00

TREASURER OF ATASCOSA COUNTY, TEXAS



AGENDA REQUEST (GENERAL)

Agenda Item 13.

Meeting Date: 08/12/2024
Item Title: Water Line permit
Submitted For: Kennard Riley, Commissioner, Pct. 4

Discuss and/or take appropriate action concerning:

Comm Riley: Discuss and/or take appropriate action to approve a lay flat line for Pillar EFS, LLC. The temporary water will go through a culvert on CR 419 Northwest of the intersection of CR 419 and FM 541. It will then enter back into private property. A check in the amount of \$500.00 has been turned into the Atascosa County Treasurer's Office.

ATTACHMENTS

Permit



ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

COMES NOW Pillar EFS LLC (company name) (hereinafter "Company"), a Texas (state), LLC (type- corporation, partnership, etc.) with the right to transact business in the State of Texas, acting by and through its duly authorized representative, and hereby petitions Atascosa County (hereinafter "County") for the right to lay a temporary water line over and along certain County Roads and rights of way as shown on maps and drawings attached hereto and described below:

LOCATION (County Roads and Right of Way shall be listed below):

Temporary line will go through a culvert on CR 419 1.72 miles
northwest of the intersection of CR 419 & FM 541. It will then
enter back on to private property. (plat attached)
4" lay-flat line

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

It is expressly understood that the County does not grant any right, claim, title or easement in or upon the County right of way.

This permit, if granted, will give Company permission to conduct allowed operation within County Roads and rights of ways only, and does not authorize Company to conduct any operations on other property.

It is understood that Company shall be solely responsible for all costs to construct, maintain, operate, repair, replace, and remove this temporary water line and any related facilities and markers from the right of way. Company shall pay all real estate taxes and assessments, if any, on the improvements, to the extent related to Company's improvements (for the limited period of the Permit), prior to delinquency.

Company shall construct and maintain the temporary water line on the right of way as shown on the attached plans and drawing(s) and in accordance with all applicable rules, regulations, policies and laws of the State of Texas. Upon request by the County at any time, the Company shall submit proof of compliance with all governing laws, rules and regulations. Company will, at Company's sole expense, obtain any permits from the appropriate state or local agencies that may be required by law or regulation. Company shall file all reports with all appropriate state or local agencies that may be required by law or regulation.

Submitted plans shall include the design, proposed location, vertical elevations, and horizontal alignments of the proposed line, the relationship to existing facilities and the proposed line, traffic safety and access procedures, and the location of existing utilities that may be affected by the proposed line. The location and description of the proposed line and appurtenances is more fully shown by a complete set of drawings

attached to this Temporary Water Line Right of Way Request and Permit. New plans shall be submitted to the County for each future proposed modification or expansion to this plan and a new request will be required as a condition of approval, along with a \$250 amendment/modification fee. The County shall have 30 days to review and approve plans prior to commencement of work.

Proper drainage shall be maintained throughout the installation of this line. Temporary water lines crossing a roadway may use existing drainage structures.

Company shall notify the County prior to commencement of any operation which requires pruning of trees so that the County may provide specifications to govern performance of work, including trimming, topping, tree balance, type of cuts, painting cuts and clean up.

The temporary water line shall not be laid or maintained by the Company in such a manner as to interfere with the use, construction, maintenance, or repair of roads, or utilities, and in the event that it is determined that the line does interfere, the Company, upon the request of the County, shall promptly change or alter, at the Company's sole expense, the temporary water line, in such a manner that the same will no longer interfere.

It is understood that the County may require Company to relocate, or to permanently or temporarily remove this line, for any reason and subject to the provisions of governing laws, by giving Company at least 15 days written notice.

The Company's installation shall not damage any part of the roadway structure or associated appurtenances. It is understood that Company shall not open-cut driveways or intersecting roadways without specific written permission from the property owner. If damage to private driveways is incurred due to its operations, Company shall pay to repair driveways to prior condition. Furthermore, Company understands, and if approved, assumes all responsibility for any other damage to the public or adjoining property owners caused by the installation, maintenance, and/or removal of this temporary water line and assumes all risks associated with this installation within the County right of way, including, but not limited to, injuries to Company workers, damage to utility lines and injuries or damage resulting from failure to properly install, maintain, and/or remove the line. Company will promptly and fully reimburse the injured party for any damage to real or personal property, or personal injury arising out of the installation, maintenance, and/or removal of the temporary water line.

Company shall provide proof of financial responsibility to cover damages to persons or property covering its operations and rights granted hereunder by complying with either option listed below:

- a) Company shall keep in effect, at its sole cost and expense, reasonably satisfactory comprehensive general liability insurance covering the rights granted hereunder with maximum limits of liability of not less than \$1,000,000 for bodily injury or death to one person, or to any group of persons as a result of one accident, and \$1,000,000 for property damage. Company shall name the County as an additional insured and furnish the County with certificates of current policies, and upon expiration thereof, renewal certificates, evidencing such insurance. Company shall also cover all of its respective employees with workman compensation policies; or
- b) Company shall provide to Commissioners Court a letter, which shall be incorporated as part of this agreement, setting forth that Company will self-insure for any damage to persons or property caused by its operation and rights granted hereunder.

Commissioners Court reserves the right to accept or reject Company's selection to be self-insured under option b) above.

In the even that Company applies for renewal of an existing permit, Company shall provide at the time of such application an updated Certificate of Insurance and shall submit the renewal fees as listed below.

COMPANY AGREES TO INDEMNIFY AND HOLD COUNTY HARMLESS FROM ANY PERSONAL INJURY, PROPERTY DAMAGE, SUBSERVIENT ESTATE AND/OR MINERAL ESTATE RELATED CLAIMS, OR OTHER TORT CLAIMS, AGAINST COUNTY, ITS OFFICERS, AGENTS, OR EMPLOYEES, THAT RESULT FROM COMPANY'S OPERATIONS UNDER THIS PERMIT, OR THE COUNTY'S ACTIONS IN GRANTING THIS PERMIT, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR IN PART FROM THE NEGLIGENCE (INCLUDING FAILING TO TAKE AN ACTION REQUIRED BY THE TEXAS UTILITY CODE) OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, OR FROM THE INTENTIONAL CONDUCT OF THE COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES, IN RELOCATING, OR REMOVING THE LINE, OR ANY ASSOCIATED EQUIPMENT, OR MATERIAL, IF AN EMERGENCY CONDITION EXISTS, OR IF THE COMPANY IS, IN THE OPINION OF THE COUNTY, IN VIOLATION OF THIS PERMIT, OR IF THE COMPANY HAS NOT COMPLIED WITH A NOTICE TO REMOVE OR RELOCATE THE TEMPORARY WATER LINE, OR OTHER OBJECTS PLACED IN THE COUNTY RIGHT OF WAY.

COMPANY FURTHER AGREES TO RELEASE THE COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES OR ANY EMERGENCY SERVICES ORGANIZATION OR EMERGENCY SERVICES PERSONNEL, OPERATING ON BEHALF OF THE COUNTY, FROM ANY AND ALL CLAIMS FOR DAMAGES DONE TO COMPANY'S PROPERTY, DURING EMERGENCY OPERATIONS OR ROAD MAINTENANCE OPERATIONS.

Company shall make adequate provisions to cause minimum inconveniences to the traveling public and adjacent property owners. It is understood that it is the responsibility of Company to handle traffic in a safe and satisfactory manner during the installation, maintenance, and removal of these lines. Traffic control shall be in compliance with Part VI of the 1980 Texas Manual on Uniform Traffic Control Devices for Street and Highways. A representative of Company will be on the jobsite whenever work is in progress and a copy of this permit must be on the jobsite. If the line runs along the County Road right of way for more than 100 feet, additional copied of the permit shall be posted at each location where the line enters, or leaves, the County Road right of way. Company shall insure that all of its employees, agents, contractors, and sub-contractors, are familiar with all terms of the permit.

When operations are immediately adjacent to a roadway, all equipment should be parked and/or operating on one side of the roadway only.

Payment of a \$500 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE Temporary Right of Way Permit Fee must accompany this Request. A \$5,000 penalty fee will be assessed if said water line/pipeline has been installed prior to this Request being presented to and approved by the County Commissioners Court or if said temporary lines remain in the right of way after the expiration of the permit period.

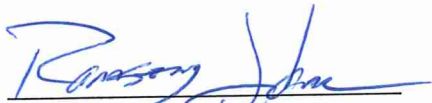
Company acknowledges that this permit is for 90 days only. In the event that construction has not commenced within 90 days from County's approval of this request, this permit shall automatically expire, and Company will be required to resubmit a request, along with a resubmittal fee of \$200. If the temporary line is constructed and it is anticipated that same shall still be in use at the expiration of the 90 day permit period, a renewal request for a temporary right of way shall be submitted at least 10 days prior to the expiration of the previously approved right of way along with a renewal fee of \$200. All request submissions, whether due to expiration or new requests for modifications and relocations, shall be in accordance with the governing laws, rules, regulations, and policies existing at the time of submission.

Company understands that the County may revoke this permit at any time for failure to pay permit fees, failure to comply with any section of this permit application, or any other violation that may arise regarding the temporary water line.

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about 8/15/24 (mm/dd/yyyy) and complete such operations by 9/25/24 (mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

By signing below, I certify that I am authorized to represent the requestor, that I agree to the provisions and requirements included in this request, and that commencement of construction will further attest to my review and acceptance of said provisions and requirements.

REQUESTOR


By: Ramsey Johnson
Title: Landman
Address: 712 Main St.
Jourdanton, TX 78026
Date: 8/16/24

I have reviewed the foregoing Request, and I:

☐ Approve. Company may conduct the operations described in the permit request, subject to the rules and conditions contained in such request.

☐ Do not approve, for the following reason(s) _____

Weldon P. Cude, County Judge

Atascosa County, Texas

CONTACT PERSON FOR COMPANY

Questions regarding the Temporary Water Line Right of Way should be addressed to:

Print name: Ramsey Johnson

Office Telephone: _____

Cell Phone: 832-721-6882

Email Address: ramseysjohnson@yahoo.com

Address: 712 Main St. Suite C

City, State, Zip: Sourdanton, TX 78026

INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

BASIC INFORMATION: Contact the County Judge's Office to determine in which commissioner precinct your crossing will be located.

Contact the County Commissioner so the proposed crossing can be discussed and to determine/confirm amount of crossing fee(s). After the Commissioner has been contacted, the crossing surveyed, and the fee amount confirmed, the request needs to be signed and then submitted to Atascosa County Commissioners Court for approval.

The executed request and check for fees must be received in the office of the County Judge BEFORE it will be placed on the agenda. The deadline for receipt of agenda items is NOON on the Thursday before a Commissioners Court Meeting. Contact the County Judge's Office for the next scheduled meeting and date of posting.

REPRESENTATION AT COMMISSIONERS COURT MEETING: A representative should accompany the application to the meeting in the event the court has questions unless previous arrangements have been made with the individual County Commissioner.

FEE: A fee is required for each PERMIT. Additional fees may be required. See REQUEST for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Treasurer. **MAKE CHECKS PAYABLE TO: ATASCOSA COUNTY.**

PLAT: The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the Request.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A WATER LINE WITHOUT OBTAINING A PERMIT.

THERE IS A 90 DAY TERM OF CONTRACT ON THE REQUEST WHICH INCLUDES REAPPLICATION AND REPAYMENT OF FEES IF THE APPLICATION EXPIRES BEFORE THE PIPELINE IS INSTALLED.

UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND THE TREASURER'S OFFICE WILL RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON THE PERMIT. THE INFORMATION YOU PROVIDE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00 FOR THE FIRST MILE + \$500/ADDITIONAL MILE OR PORTION OF A MILE

AMENDMENT OF PERMIT: \$250.00

EACH EXTENSION OF PERMIT: \$ 200.00

PENALTY FEE FOR INSTALLATION OF WATER LINE WITHOUT A PERMIT: \$5000.00

Proposed temporary line crossing through culvert

- Legend**
- Feature 1
 - Proposed crossing location

Proposed crossing location

Texrock Compressor Station

541

Jamies Ranch For Special Kids



HOLD TO LIGHT TO VIEW TRUE WATERMARK IN PAPER HEAT SENSITIVE RED LOCK DISAPPEARS WHEN HEATED

35-1125/1130

6189

CAMINO REAL MINERAL COMPANY LLC

8700 CROWNHILL BLVD STE 504
SAN ANTONIO, TX 78209

DATE

8/6/24



PAY TO THE
ORDER OF

Atascosa County

\$ 500.00

Five Hundred and no cents

DOLLARS

AmegyBank.

P.O. Box 795008
San Antonio, Texas 78279-5008
AmegyBank.com • 210-343-4500

MEMO

Blanchillo 4/2 #131870

+ 113011258 0030104728 6189

Details on back
Security features

*08/07/2024 11:03
PPYR: 08/2024 SS

TREASURER RECEIPT
ATASCOSA COUNTY
STATE OF TEXAS
CAMINO REAL MINERAL COMPANY LLC
626 E MANDALAY
SAN ANTONIO TX 78212

RECEIPT NO: 131869
PAGE: 1

* ORIGINAL *

ACCT NAME
ROAD BORE PERMIT

ACCOUNT NO. ITEM DESCRIPTION
024-300-368 WATER LINE TEMP/CK61 SSB MULT

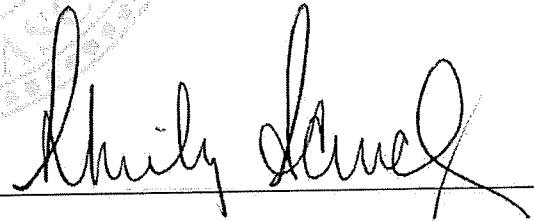
ITEM AMOUNT
1,500.00

**FEE PAYMENTS ARE
NON-REFUNDABLE**

AMOUNTS WERE RECEIVED AS PAYMENT TYPE(S):
1,500.00 CHECKS

RECEIPT TOTAL: 1,500.00

TREASURER OF ATASCOSA COUNTY, TEXAS



AGENDA REQUEST (GENERAL)

Agenda Item 14.

Meeting Date: 08/12/2024
Item Title: Approval of consulting contract with Fort Bend County
Submitted For: Trent Rowell, Assistant County Attorney

Discuss and/or take appropriate action concerning:

Trent Rowell: Discuss and/or take appropriate action on approving the Interlocal Agreement Between Fort Bend County and Atascosa County for medical examiner consulting services related to the new medical examiner's facility, and authorize the County Judge to sign the same.

ATTACHMENTS

Interlocal Agreement with Fort Bend County

**INTERLOCAL AGREEMENT BETWEEN
FORT BEND COUNTY AND ATASCOSA COUNTY
FOR CONSULTING SERVICES**

This Interlocal Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the TEXAS GOVERNMENT CODE by and between **Atascosa County**, a body corporate and politic, acting herein by and through its duly authorized representatives, (hereinafter referred to as “Atascosa”), and **Fort Bend County**, a body corporate and politic, acting herein by and through its duly authorized representatives, on behalf of the Fort Bend County Medical Examiner, (hereinafter referred to as “Fort Bend”), collectively referred to herein as “Party” or “Parties”.

RECITALS:

WHEREAS, Chapter 791 of the TEXAS GOVERNMENT CODE authorizes local governments to contract with each other and a state agency to provide governmental functions or services; and

WHEREAS, Fort Bend County operates the Fort Bend County Medical Examiner’s Office located at 3840 Bamore Road, Rosenberg, Texas; and

WHEREAS, Atascosa, desires to retain the services of Dr. Stephen Pustilnik, Fort Bend County Medical Examiner to consult with Atascosa County concerning the construction and operation of a Medical Examiner’s Office in Atascosa County, which is similar to the Fort Bend County model; and

WHEREAS, Dr. Stephen Pustilnik has a background in the construction and operation of a Medical Examiner’s facility and is willing to provide services to Atascosa County Texas; and

WHEREAS, the Parties to this Agreement each find that the amount paid for the services performed under this Agreement, if any, is reasonable and fairly compensates the performing party; and

WHEREAS, this Agreement shall supersede any agreements or amendment thereto previously executed by the parties.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

2. **Purpose.** The purpose of this Agreement is for the County to authorize (but not require) the Fort Bend County Medical Examiner to provide consulting services to Atascosa County.

3. **Scope of Services.**

- a. Dr. Stephen Pulstinik, the Fort Bend County Medical Examiner (the “Medical Examiner”), shall provide consulting services to Atascosa County concerning the construction of a Medical Examiner’s facility, to be constructed in Atascosa County and the operations and needs of a Medical Examiner’s office.
- b. The manner in which the Services are to be performed and the specific hours to be worked by the Medical Examiner shall be determined by Dr. Stephen Pustilnik. Atascosa understands and agrees that Dr. Stephen Pustilnik may work as many hours as may be reasonably necessary to fulfill Dr. Stephen Pustilnik's obligations under this Agreement.
4. It is expressly understood and agreed to by the parties that the Fort Bend County Medical Examiner shall have no duty or obligation to the Atascosa County or the residents of Atascosa County other than those duties and obligations that are set forth herein.

4. **Time for Performance.** The Time of Performance of the Scope of Services under this Agreement shall begin upon the execution of this Agreement by Fort Bend County and shall end no later than December 31, 2024, unless extended by mutual agreement of the parties.

5. **Payment.**

- a. Atascosa County, Texas shall pay a fee to Fort Bend County for the Services outlined herein, at a rate of \$1,500.00 per month. The Maximum Compensation to Fort Bend County for the Services performed under this Agreement is _____ Dollars (\$_____). In no event shall the amount paid by Atascosa County to Fort Bend County under this Agreement exceed said Maximum Compensation without an approved change order.
- b. Upon completion of the tasks identified in the Scope of Services, the Medical Examiner shall submit to the person designated by Atascosa County, one copy of the invoice showing the amount due for services performed in a form acceptable to Atascosa County. This fee shall be payable each month, no later than the fifteenth day of the month following the period during which the Services were performed.
- c. All payments shall be made payable to Fort Bend County and shall be delivered to the Fort Bend County Treasurer, 301 Jackson Street, Suite 514, Richmond, Texas 77469.

6. **Term/Termination.** It is expressly understood and agreed to by the parties that the period or term of this Agreement may be terminated without cause at any time by either party giving to the other party at least ten (10) days advance written notice of its intent to terminate, specifying in the notice the effective date of the termination. Such notice shall be given by registered or certified mail, return receipt requested, and shall be effective when mailed to the address stated herein.

7. **Relationship of Parties.** It is understood by the parties that Dr. Stephen Pustilnik is an independent contractor with respect to Atascosa County Texas, and not an employee or agent of Atascosa County, Texas. Atascosa County, Texas will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of Dr. Stephen Pustilnik.

8. **Notices.** All notices required or permitted under this Contract shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for Atascosa County, Texas:

Atascosa County Texas
County Judge Weldon Cude
#1 Courthouse Circle Drive, Suite 206
Jourdanton, Texas 78026

If for Fort Bend County, Texas

Dr. Stephen Pustilnik
Fort Bend County Medical Examiner
3840 Bamore Road,
Rosenberg, Texas 77471

With Copy To:

Fort Bend County
Attn: Fort Bend County Judge
401 Jackson St., 1st Floor
Richmond, Texas 77469

Such address may be changed from time to time by either party by providing written notice to the other in the manner set forth above.

9. **Entire Agreement.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement, whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

10. **Amendment.** This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

11. **Severability.** If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision, it will become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

12. **No Waiver of Immunity or Contractual Right** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by either County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

13. **Applicable Law and Venue.** This Contract shall be governed by the laws of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.

14. **Interruption of Service.** Either party shall be excused from any delay or failure in performance required hereunder if caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, laws proclamations, edits, ordinances or regulations, strikes, lock-outs or other serious labor disputes, riots, earthquakes, floods, explosions or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. When such events have abated, the parties' respective obligations hereunder shall resume. In the event the interruption of the excused party's obligations continues for a period in excess of 30 days, either party shall have the right to terminate this Contract upon 10 days prior written notice to the other party.

15. **Assignment.** Dr. Stephen Pustilnik agrees that he will not assign, sell, transfer, delegate, or otherwise dispose of any rights or obligations under this Contract without the prior written consent of Atascosa County, Texas. Any purported assignment, transfer, or delegation shall be null and void. Nothing in this Contract shall prevent the consolidation of Atascosa County, Texas with, or its merger into, any other corporation, or the sale by Atascosa County, Texas of all or substantially all of its properties or assets, or the assignment by Atascosa County, Texas of this Contract and the performance of its obligations hereunder to any successor in interest or any affiliated company. Subject to the foregoing, this Contract shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors, and permitted assigns, and shall not benefit any person or entity other than those enumerated above.

16. **Non-appropriation.** Medical Examiner understands and agrees that in the event no funds or insufficient funds are appropriated by Atascosa County under this Agreement, Atascosa County shall immediately notify Medical Examiner in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or Atascosa County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by Atascosa County in any amount(s) in excess of those previously funded.

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by the Medical Examiner, including any documents, data, notes, reports, research, graphic presentation materials, and any other related material, shall at all times be the property of Atascosa County. County, at all times, shall have a right of access to such work product and information. The Medical Examiner shall promptly furnish all such work product and data to Atascosa County on request. Notwithstanding the foregoing, Medical Examiner shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.

18. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.

19. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

Dated to be effective this the _____ day of _____, 2024.

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

IN WITNESS WHEREOF, this Interlocal Agreement is signed, accepted, and agreed to by all parties by and through the parties or their agents or authorized representatives. All parties hereby acknowledge that they have read and understood this Agreement. All parties further acknowledge that they have executed this legal document voluntarily and of their own free will.

ATASCOSA COUNTY, TEXAS

FORT BEND COUNTY, TEXAS

By: _____
Weldon Cude, County Judge

By: _____
KP George, County Judge

Date: _____

Date: _____

ATTEST:

ATTEST:

Theresa Carrasco, Atascosa County Clerk

Laura Richard, Fort Bend County Clerk

APPROVED AND AGREED BY:

Dr. Stephen Pustilnik,
Fort Bend County Medical Examiner

Date: _____

APPROVED AS TO LEGAL FORM:

APPROVED AS TO LEGAL FORM:



Trent Rowell, Assistant County Attorney

LaNetra S. Lary, Assistant County Attorney
Chief, General Counsel Division

LEGAL DISCLAIMER:

****By law, the County Attorney's Office may only advise or approve agreements or legal documents on behalf of its clients. It may not advise or approve an agreement or legal document on behalf of other parties. Each County Attorney's Office review of this document was conducted solely from the legal perspective of their client. Any approval of this document was offered solely for the benefit of the client. Other parties should NOT rely on this approval and should seek review and approval by their own respective attorney(s).***

**AGENDA REQUEST
(GENERAL)**

Agenda Item 15.

Meeting Date: 08/12/2024

Item Title:

Submitted For: Trent Rowell, Assistant County Attorney

Discuss and/or take appropriate action concerning:

Trent Rowell: Discuss and/or take appropriate action to approve the Agreement to Provide Heavy Duty Towing Service and Vehicle Storage with J Auto Rebuilder's Towing and Recovery, LLC and authorize the County Judge to sign.

ATTACHMENTS

Agreement to Provide Heavy Duty Towing Service and Vehicle Storage

AGREEMENT TO PROVIDE HEAVY DUTY TOWING SERVICE
AND VEHICLE STORAGE

This Agreement to provide an exclusive contract for heavy duty towing service and vehicle storage beginning August 12, 2024, is entered into by and between the County of Atascosa, Texas (hereinafter "County"), and J Auto Rebuilder's Towing and Recovery, LLC DBA Jeff's Auto Rebuilders Towing & Recovery (hereinafter "Company").

WHEREAS, County has the responsibility to protect the health, welfare, and safety of its citizens and the motoring public within its jurisdictional limits; and

WHEREAS, in discharge of that responsibility, County desires to make arrangements for safe and reliable heavy duty towing service to be provided by carrier meeting the requirements of Transportation Code 643 and 683, and other applicable regulations adopted thereunder by the State of Texas; and,

WHEREAS, Company is authorized and licensed to do business as a heavy duty towing company, pursuant to the laws of the State of Texas as specialized motor carriers; and

WHEREAS, Company's desire to contract with the County of Atascosa in order to obtain payment from vehicle owners for heavy duty towing services rendered by Company pursuant to this Agreement; and

WHEREAS, Company has licensed and protected area for the storage of motor vehicles within the County of Atascosa;

Now, therefore, in consideration of the foregoing and the mutual covenants and representations hereinafter set forth, County and Company agree as follows;

1. Application. Company, upon proper authorization, shall remove from public streets, ways or other public property in the County, those heavy duty vehicles which have been abandoned, involved and disabled in a

collision, parked in violation of a ordinance, or subject to the control of a driver incapable of safely operating a vehicle.

2. Notification. County shall notify Company by telephone, radio, or other rapid means of communication of the location where Company's heavy duty towing is to report.
3. License. Company agrees at its expense to maintain at all times during the term of this agreement, a valid vehicle storage facility license, a valid towing license, and appropriate certification and inspections as may be required by local ordinance or State Law for all facilities or equipment operated by Company pursuant to this Agreement.
4. Service. Company agrees to provide all labor, equipment and material for the removal of any heavy duty vehicle from public streets, ways or other public property as directed by the County Sheriff or designated representative. Company agrees to maintain and complete all documentation required by law in connection with the providing of towing service and vehicle storage service to both parties.
5. Service for County. As consideration for the exclusive use of Company by the County of Atascosa for performance of its heavy duty towing service and vehicle storage service involving County process, Company agrees to provide at a 50% discount, heavy duty towing service necessary for heavy duty County owned and maintained vehicles within 10 miles of the ETJ (extra territorial jurisdiction).

<u>Tractor Only:</u>	<u>Tractor-Trailer (Loaded or Empty)</u>
\$3.00 per mile enroute	\$3.00 per mile enroute
\$145.00 Hook-up (Rear)	\$225.00 Hook-up
\$225.00 Hook-up (Front)	\$7.00 per mile towed
\$5.00 per mile towed	

6. Hours of Operation. Company agrees to provide 24-hour heavy duty towing service, including weekends and holidays.
7. Equipment. All equipment shall be maintained in a safe and professional manner and shall be operated by experienced drivers and operators with all licenses required by the State of Texas.
8. Emergency Backup. Company agrees to provide, at the Company's sole expense, backup equipment to be dispatched by Company in the event

of Company equipment failure or excessive workload, for County and heavy duty towing services.

9. Storage Facility. Company shall provide a secure, lighted area for the storage of impounded vehicles within the County of Atascosa.
10. Response. Company shall provide 24-hour service a day, 7 days a week, and respond to the location as directed, within a timely manner. Time of dispatch to Company shall be logged from the dispatcher on duty. All tows regarding wrecked, disabled, or abandoned vehicles shall be performed by said Company.
11. Required Personnel. Company shall provide sufficient personnel to perform all Company obligations hereunder.
12. Insurance. Company agrees to maintain at all times during the term of this Agreement, liability insurance in coverage limits of not less than \$1 million for bodily injury and \$1 million for property damage with a carrier or carriers acceptable to County. Evidence of required coverage shall be furnished to County prior to performance under this Agreement.
13. Liabilities. Company shall pay all property taxes, license fees or other debts that are now owed to the County or that will become due in the future. Payment of such taxes, licenses, fees or other debts shall be made before being considered delinquent. No exceptions will be made to this provision.
14. Performance. Company shall repair or replace back to its original condition, any vehicle equipment or part disconnected or tampered with for the purpose of towing and sweep and clean up all loose parts of any accident, when towing is required.
15. Receipt for Vehicle. County shall provide to the company's agent at the scene, a receipt showing authorization of transportation and/or storage of vehicle. The receipt will contain at least the following information:
 - a. Case Number as assigned by Officer.
 - b. Identification of the vehicle to include Vehicle Identification Number.
 - c. Identification of the driver/owner.
 - d. Date/time of the occurrence.
 - e. Destination.

- f. Notation of whether or not there is a "HOLD" on the vehicle.
- g. Inventory of personal belongings in vehicle.
- h. Vehicle's current condition/damage.

16. Release of Vehicle. Company shall release the vehicle to the owner or authorized agent only after all charges and fees have been paid and proof of ownership has been proven. Release of vehicle will follow procedures set by the Texas Department of License and Regulation.
17. Term of Agreement. This Agreement shall be for a period of one year from the date hereof. This agreement shall renew annually from the date of this agreement. Either party shall have the right to terminate this Agreement by providing written notice to the other party within thirty days of the renewal date. County shall have the further right to terminate this Agreement with seven days written notice to Company for failure of Company to abide by the provision of the Agreement, the laws of the State of Texas, or ordinances of the County of Atascosa.
18. Regulatory Agencies. The Agreement is subject to such rules and regulations or laws as may be applicable in the State of Texas.
19. Reliance by County. County enters into this Agreement in reliance upon Company's representation that they have complied and will continue to comply during the term of this Agreement, and any subsequent amendments or renewals thereof, to satisfaction of the Texas Department of Transportation Article 643 and 683 and other applicable State laws.
20. Modification. The provisions of this Agreement may be modified only by written agreement executed by all parties.
21. Assignment. This Agreement cannot be assigned in whole or in part without written consent of the County.
22. Call to Accident Sites Required. No company shall drive a tow truck to or near the scene or site of an accident or collision on the public streets, ways, or other public property in the County unless such person has been called to the scene by the Sheriff's Office. The prohibition of this section shall be inapplicable, provided that it is necessary to prevent death or bodily injury to any person involved in an accident or collision.

23.Complaints. All complaints received by the County will be forwarded to Company for corrective action. Company shall provide County with a report of all complaints received by County and corrective action taken.

24.Choice of Law. This Agreement shall be governed by and constructed in accordance with the laws of the State of Texas and shall be performed in Atascosa County, Texas.

Date of Agreement: _____

Agreed:

ATASCOSA COUNTY

Weldon Cude, County Judge

J AUTO REBUILDER'S TOWING AND RECOVERY, LLC DBA JEFF'S AUTO REBUILDERS
TOWING & RECOVERY

Jeffrey Barta
Manager of J Auto Rebuilder's Towing and Recovery, LLC DBA Jeff's Auto
Rebuilders Towing & Recovery



PERSONNEL ACTION FORM

Please indicate if action to be taken is regarding *new employment or completion of probation*:

Employment Type:

New employee

Requested Action

Trent Rowell:	Discuss and/or take appropriate action concerning personnel:
Independent Contractor:	Megan L. Anderson
Position:	Trainer and Phone Extractor
Pay Rate:	\$35.00 an hour/30 hours max; not to exceed remaining grant funds
Salary Budget Area:	141-400-401 ; County Law Enforcement Grant, SB 22
Start Date:	August 12, 2024
Physical:	N/A
Drug Test:	N/A

**AGENDA REQUEST
(GENERAL)**

Agenda Item 17.

Meeting Date: 08/12/2024
Item Title: Publication of Notice for Publication of Notice for Public Hearing for No Thru
Truck Signs
Submitted For: Trent Rowell, Assistant County Attorney

Discuss and/or take appropriate action concerning:

Trent Rowell: Discuss and/or take appropriate action concerning permission to publish notice
in Pleasanton Express of Public hearing related to No Thru Truck Traffic signs in
Precinct One, Atascosa County, Texas.

AGENDA REQUEST (GENERAL)

Agenda Item 18.

Meeting Date: 08/12/2024
Item Title: Sheriff Equipment/Units - ARPA Funds
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera Discuss and/or take appropriate action to charge the purchase of the following items from the Sheriff's office and jail to ARPA fund line 012-487-644 grand total **\$526,920.88:**

2 (two) 2024 Chevrolet Silverado 1500 Crew 4WD for \$52,150.00 each for a total of \$104,300.00 plus \$400.00 Buyboard fee: \$104,700.00, Buyboard contract 724-23.

1 (one) 2025 Chevrolet Silverado 1500 Crew 4WD LT Trail Boss for \$65,935.00 plus \$400.00 Buyboard fee: \$66,335.00, Buyboard contract 724-23.

4 (four) 2024 Chevrolet Tahoe PPV 4X2 for \$49,725.00 each for a total of \$198,900.00 plus \$400.00 Buyboard fee: \$199,300.00, Buyboard contract 724-23.

Purchase of lights & sirens and installation of lights, sirens, radars, cages, radios, and cameras for the above units, not to exceed \$50,000.00.

Purchase and installation of grill guards for 6 of the above units for \$5,770.00.

Stanley Steamer SO Duct Cleaning for \$49,375.00.

25 (twenty-five) Jail Radios, Chargers, & Engraving for \$14,037.80.

2 (two) Commercial Heavy Duty Washers for \$14,446.55 each for a total of \$28,893.10, Buyboard contract 682-22.

2 (two) Meal Tray Delivery Cart for \$3,999.99 each for a total of \$7,999.98 plus \$510.00 freight for a total of \$8,509.98.

ATTACHMENTS

SO & SJ Quotes ARPA Funds

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD CONTRACT 724-23

End User: ATASCOSA COUNTY SOCaldwell Rep: BEN LAUREANO QUOTE# 8524Contact: LT. ERIC KAISERPhone: 979-567-6155Phone/email: EKAISER@ACSO-TX.GOVDate: Monday, August 3, 2024Product Description: CHEVROLET 1500email: ben@caldwellcountry.comA. Bid Series: 14

A. Base Price & B. Options:

\$ 52,150.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CK10543	2024 SILVERADO 1500 CREW 4WD	INCL		REAR VISION CAMERA	INCL
AE7	40/20/40 SPLIT FRONT BENCH	INCL		REMOTE KEYLESS ENTRY	INCL
GU5	REAR AXLE 3.23 RATIO	INCL		POWER WINDOW/LOCK	INCL
L84	ENGINE, 5.3L V8	INCL		CRUISE CONTROL	INCL
MI2	TRANS. 10-SPEED AUTO	INCL		FULL SIZE SPARE TIRE/WHEEL	INCL
H1T	JET BLACK, INTERIOR	INCL		CHEV INFOTAINMENT 3 SYSTEM	INCL
PEB	WT VALUE PACKAGE	INCL		220 AMP ALTERNATOR	INCL
5T5	CLOTH FRONT/VINYL REAR	INCL		TRAILERING PACKAGE	INCL
9C1	POLICE PURSUIT PACKAGE	INCL		REAR WINDOW DEFOGGER	INCL
	SKID PLATES	INCL		DEEP TINT GLASS	INCL
	20" BLACK STEEL WHEELS	INCL		FLASHER SYSTEM	INCL

Total of B. Published Options:

C. Unpublished Options [Itemize each below, not to exceed 25%]

Disclaimer	Unpublished Options	Bid Price
PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED	GAZ-WHITE - AVAILABLE STOCK	COLOR / DELIVERY

Total of C. Unpublished Options:

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

E. UPFITTERS:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in-stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge: _____ miles

K. Subtotal:

L. Quantity Ordered 2 x K =

M. Trade in: _____

N. BUYBOARD FEE PER PURCHASE ORDER

O. **TOTAL PURCHASE PRICE WITH BUYBOARD FEE (PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)****\$ 104,700.00**

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD CONTRACT 724-23

End User: ATASCOSA COUNTY

Caldwell Rep: BEN LAUREANO QUOTE# 62024

Contact: MATT MILLER

Phone: 979-567-6155

Phone/email: MATT.MILLER@ACSO-TX.ORG

Date: Thursday, June 20, 2024

Product Description: CHEVROLET 1500

email: ben@caldwellcountry.com

A. Bid Series: 14

A. Base Price & B. Options:

\$ 65,410.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CK10543	2025 CHEVROLET SILVERADO 1500 CREW 4WD LT TRAIL BOSS	INCL		HD REAR VISION CAMERA	INCL
		INCL		REMOTE KEYLESS ENTRY	INCL
A50	FRONT SEATS, BUCKETE	INCL		POWER WINDOW/LOCK	INCL
L84	ENGINE, 5.3L V8	INCL		CRUISE CONTROL	INCL
MHS	TRANS, 10-SPEED AUTO	INCL		FULL SIZE SPARE TIRE/WHEEL	INCL
H0U	JET BLACK, CLOTH TRIM	INCL		CHEV INFOTAINMENT 3 SYSTEM	INCL
2LT	LT TRAIL BOSS EQUIPMENT GROUP	INCL		REMOTE VEHICLE STARTER	INCL
	TRAILERING PACKAGE	INCL		LANE KEEP ASSIST/DEPARTURE	INCL
	CONVENIENCE PACKAGE	INCL		REAR WINDOW DEFOGGER	INCL
	18" BLACK ALUMINUM HIGH GLOSS	INCL		DEEP TINT GLASS	INCL
	LT275/65R18 GY WRANGLER MT	INCL		*FRONT GRILLE GUARD - DIO*	INCL

Total of B. Published Options:

C. Unpublished Options [Itemize each below, not to exceed 25%]

Disclaimer	Unpublished Options	Bid Price
PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED	GBD-CYPRESS GRAY / 2025MY FACTORY ORDER - Q1 2025	COLOR / DELIVERY

Total of C. Unpublished Options:

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

E. UPFITTERS:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in-stock and/or equipped vehicles):

I. Contract Price Adjustment:

J. Additional Delivery Charge: 185 miles

K. Subtotal:

L. Quantity Ordered 1 x K =

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER

O. TOTAL PURCHASE PRICE WITH BUYBOARD FEE (PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)

\$ -
\$ -
\$ 525.00
\$ 65,935.00
\$ 65,935.00
\$ 400.00
\$ 66,335.00

CALDWELL COUNTRY CHEVROLET

800 HWY. 21 E. CALDWELL, TEXAS 77836

BUYBOARD 724-23

End User: ATASCOSA COUNTY SOCaldwell Rep: BEN LAUREANO QUOTE# 8524Contact: LT. ERIC KAISERPhone: 979-567-6155Phone/email: EKAISER@ACSO-TX.GOVDate: Monday, August 5, 2024Product Description: CHEVROLET TAHOEemail: ben@caldwellcountry.comA. Bid Series: 20A. Base Price: **\$ 49,725.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
CC10706	2024 CHEVROLET TAHOE PPV 4X2	INCL		ALTERNATOR, 220 AMPS	INCL
7X3	LH LED SPOTLAMP, DRIVER	INCL		DUAL BATTERIES	INCL
6J7	FLASHER SYSTEM	INCL		AM/FM/BLEETOOTH	INCL
VK3	FRONT LICENSE PLATE BRACKET	INCL		TRAILERING HITCH PLATFORM	INCL
9C1	POLICE PACKAGE	INCL		REAR VISION CAMERA	INCL
AZ3	SEATS, FRONT 40/20/40 CLOTH	INCL		POWER WINDOW/LOCK	INCL
C6C	GVWR, 7,400 LBS	INCL		DEEP TINT GLASS	INCL
GU5	REAR AXLE 3.23 RATIO	INCL		SKID PLATE, FRONT	INCL
L84	ENGINE, 5.3L V8	INCL		WHEELS, 20" STEEL	INCL
MHS	TRANS, 10-SPEED AUTO	INCL		RUNNING BOARDS	INCL
Total of B. Published Options:					

C. Unpublished Options [Itemize each below, not to exceed 25%]

Disclaimer	Unpublished Options	Bid Price
PRICES/QUOTES ARE VALID FOR THIRTY (30) DAYS DUE TO SUPPLY CHAIN CONSTRAINTS. REVERIFY PRICING BEFORE ISSUING A PURCHASE ORDER. COMMODITY SURCHARGES MAY APPLY AFTER A PURCHASE ORDER IS ISSUED	GAZ-WHITE / AVAILABLE STOCK	COLOR / DELIVERY
Total of C. Unpublished Options:		

D. Registration, Inspection, Paperwork, Postage cost, Courthouse time, & Runner time:

\$ -

E. UPFITTERS:

F. Manufacturer Destination/Delivery:

G. Floor Plan Interest (for in-stock and/or equipped vehicles):

H. Lot Insurance (for in-stock and/or equipped vehicles):

\$ -

I. Contract Price Adjustment:

\$ -

J. Additional Delivery Charge: _____ miles

K. Subtotal:

\$ 49,725.00L. Quantity Ordered 4 x K =**\$ 198,900.00**

M. Trade in:

N. BUYBOARD FEE PER PURCHASE ORDER

\$ 400.00O. **TOTAL PURCHASE PRICE WITH BUYBOARD FEE (PRICES AND AVAILABILITY ARE SUBJECT TO CHANGE WITHOUT NOTICE)****\$ 199,300.00**



Ranchscapes LLC, dba

DISCOUNT
TRUCK & TRAILER

INVOICE

DATE	INVOICE #
8/6/2024	30214

3222 East State Highway 97
Pleasanton, Tx 78064
830-281-2448

BILL TO	SHIP TO
Atascosa County Sheriff Office 1108 Campbell Ave. Jourdanton, Tx 78026	Atascosa County Sheriff Office MILLER

SO #	PO #	TERMS	Due Date	REP
		Net 30	9/5/2024	CAT

ITEM #	DESCRIPTION	QTY	PRICE	AMOUNT
Frontier	200221003 2024 Chevy tahoe 2wd Bar in between headlight and turning signal	4	775.00	3,100.00T
Frontier	200222012 2024 Chevy Silverado 4wd Bar in between headlight and turning signal	2	750.00	1,500.00T
Grill Guard Install	Grill Guard Installation	6	195.00	1,170.00

<p>Accounts over 60 days past due will incur past due charges at a rate of 1.5% per month. Debtor will be responsible for all collection costs. A 20% restocking fee will be assessed for parts returned in good condition. Please like us on Facebook. Thank you for your business and God bless you!</p>	SUBTOTAL	\$5,770.00
	SALES TAX (0.0%)	\$0.00
	TOTAL	\$5,770.00
	PAYMENTS/CREDITS	\$0.00
Balance Due		\$5,770.00

ranchscapes@att.net
www.discounttruckandtrailer....

Stanley Steemer - Proposal #13327312-33

no-reply@stanleysteemer.com <no-reply@stanleysteemer.com>

Tue 6/25/2024 3:10 PM

To:Richard Vyvlecka <richard.vyvlecka@acso-tx.org>

Keep your home bright and healthy with Stanley Steemer products and regular cleanings.

Visit our webpage. Call 1-800-783-3637 for water damage emergencies.



COMMERCIAL SERVICES

INDUSTRIES

FAQS

AIR DUCT CLEANING

PROPOSAL

SERVICE ADDRESS

Atascosa County Sheriff's Office
1108 Campbell Ave
Jourdanton, TX 78026

Servicing Location:

San Antonio - 033
4985 Eisenhower rd
Suite 102
San Antonio, TX 78218
(800) 783-3637

ESTIMATE DETAILS

Estimate Date

Estimate # 13327312-33

Customer # 6461321-33

Claim/P.O. #

Vehicle

Crew

Account Rep

Qty	Item	Description	Unit Price	Amount
25	Furnace/Air Handler Duct Clean	(AHU) Roof top units (clean blower compartment/Return box) entire ducting and vents	\$1,975.00	\$49,375.00

Subtotal: \$49,375.00

Discount: \$0.00

~~Tax: \$4,073.44~~

Total: **\$53,448.44**

\$ 49,375.00

Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157,
Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.tdlr.texas.gov. License #
TACLB5333C



SALES QUOTE

TCS#

730 DIAMOND CUT DR, CORPUS CHRISTI, TX 78409 (361) 853-9943 FAX (361) 853-0790

[illegible]



SALES AGREEMENT: SQ173195

2510 National Dr Garland, TX 75041 (800) 444-1227

Quintin Weaver * * quintin@skylineequipmentco.com

Bill-To: SKY-50483
JOURDANTAN SHERIFFS DPT
1108 CAMPBELL AVE
San Antonio, TX 78206

Ship-To: SKY-50483
JOURDANTAN SHERIFFS DPT
1108 CAMPBELL AVE
San Antonio, TX 78206

Date:	8/1/2024
Requested By:	JOSE MENDZA
E-Mail:	JOSE.MENDOZA@ACSO-TX.ORG
Phone:	830.769.3434
Mobile:	
Billing Terms:	Cash on Delivery
Customer PO:	
Expiration:	8/31/2024

Product No.	Description	Quantity	Unit Price	Ext. Price
CG-RMG055P110211100	CONT-HARD-MNT WSH-EXT / 55lb / External Dosing / 208-240/60/1 / Logi Pro Systems 55lb Hard Mount Washer 240/60/1ph PROGRAMMABLE LOGI PRO MICROPROCESSOR CONTROL, **** HIGH EXTRACT: 200 G-FORCE EXTRACT SPEED **** 208-240/60/1 V CONTROL, GRAVITY, TOP DISPENSE EST DOSING, 208-240/60/1PH	2 EA	12,230.20	24,460.40
PRO-RMG040X6X1	BASE, CONTINENTAL RMG040, 40#, 6", SINGLE	1 EA	562.00	562.00
SAL-FREIGHT	Sales-Freight in from factory	1 EA	1,121.97	1,121.97
INS-OPL	Install-OPL Installation-Delivery/Removal of Equipment INSTALLATION INCLUDES THE FOLLOWING: DELIVERY OF EQUIPMENT TO CUSTOMER LOCATION, REMOVAL OF DEFECTIVE EQUIPMENT IF NECESSARY. SETTING IN PLACE IN LAUNDRY AREA THROUGH PROPERLY SIZED DOORS AND HALLWAYS. ANCHOR, LEVEL AND GROUT WASHER-EXTRACTOR, LEVEL DRYER. CONNECTION OF ALL EQUIPMENT TO CUSTOMER PROVIDED UTILITIES, LOCATED WITHIN 3 FEET OF EQUIPMENT LOCATION. START UP, OPERATIONAL CHECKOUT, TRAINING OF PERSONNEL IN CARE AND OPERATION. Continental Washer Parts Warranty- 3/5 Year CONTINENTAL WASHER PARTS WARRANTY: - THREE YEARS ON ALL WASHER PARTS. - FIVE YEARS ON THE FRAME, CYLINDER AND SHAFT ASSEMBLY FROM BREAKAGE. - FIVE YEARS ON THE BEARINGS AND BEARING SEAL ASSEMBLY. - 90 DAY LABOR WARRANTY (WHEN ALS INSTALLS) FROM DATE OF START UP Terms-Buyboard Contract 682-22 Applied to Quote ***** **** BUYBOARD CONTRACT 682-22 APPLIED TO QUOTE **** *****	1 EA	2,748.72	2,748.72
Subtotal				28,893.09
Sales Tax				0.00
Total				\$28,893.09

14,446.55
each



SALES AGREEMENT: SQ173195

Page 2 / 3

2510 National Dr Garland, TX 75041 (800) 444-1227

Quintin Weaver * * quintin@skylineequipmentco.com

PURCHASER ACKNOWLEDGMENT:

Purchaser Name:

Skyline Equipment LLC

Phone:

Email:

By:

Purchaser Signature:

Date:

By signing above, purchaser agrees on behalf itself and the entity it represents, (collectively, the "Purchaser") to this Sales Agreement and the Terms and Conditions of Sales attached hereto and incorporated herein by reference, and a copy of which are located on Seller's website.

*Credit terms are subject to change based on credit approval.

Invoices not paid by due date will incur a monthly 1.5% Finance Charge. Pricing included hereon includes a discount for payment by cash or check. If you would like to use a credit card, a 3% convenience fee will be assessed for amounts that exceed \$3,000.

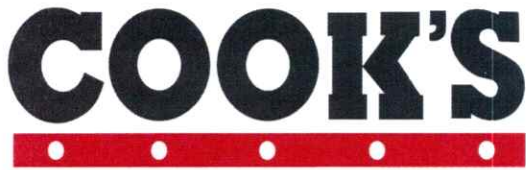
THE GOODS SET FORTH HEREIN ARE SPECIAL ORDER AND ARE NON-CANCELABLE.

Skyline Equipment LLC

EQUIPMENT-TERMS AND CONDITIONS OF SALE

1. These Terms and Conditions of Sale are incorporated by reference into the Sales Agreement signed by Purchaser on the first page thereof (hereinafter referred to as the "Agreement"). The Agreement supersedes any prior understanding or written or oral agreement between the parties and constitutes the entire agreement between the parties and any understanding or representation not contained herein is hereby expressly waived. It is expressly understood that no representative of the Seller has the power to modify the provisions hereof in any respect, that Seller shall not be bound by, or liable to, Purchaser for any representation, promise or endorsement made by any agent or person in Seller's employment not set forth in this Agreement, and no modification or amendment of this Agreement shall be binding on the Seller unless set forth in writing and signed by an authorized officer of the Seller.
2. If Purchaser claims sales or use tax exemption on all or part of the machinery and/or equipment subject to this Agreement (referred herein as the "Goods"), Purchaser must provide Seller with a tax exemption certificate acceptable to Seller. All typographical or clerical errors made by Seller in any quotation, acknowledgment or publication, including any price changes made by manufacturer of the Goods prior to Seller's placement of a binding order are subject to correction. Any changes in material or design can be made in the Goods sold by Seller and Seller is under no obligation to make such changes on Goods previously sold and delivered. Amounts charged on credit cards are limited. Seller may terminate this Agreement in its sole discretion based upon any reasonable negative credit review, site review and/or pricing discrepancy. In the event Seller receives any price increases on any of the Goods from any of the manufacturers of the Goods then Purchaser expressly agrees that Seller can pass on these price increases to Purchaser and the purchase price of the Goods shall be increased by the amount of these price increases.
3. If the full purchase price is not paid in cash at or before delivery, Purchaser may be required by Seller to execute and deliver to Seller, a promissory note or a series of promissory notes accompanied by an installment sales contract, equipment lease or security agreement, as applicable, UCC 1 or such other lien instrument in form appropriate for the state where the Goods will be located, provided, however, that title to all Goods referred to in this Agreement shall remain in Seller, until the full purchase price has been paid. If Purchaser fails to execute and deliver such promissory note or series of promissory notes and installment sales contract, equipment lease, security agreement, as applicable, or other lien instrument as Seller may request, the full purchase price shall forthwith become due and payable immediately. Until the full purchase price has been paid by Purchaser, Purchaser shall not remove any of the Goods from the premises where they were originally installed without the prior written consent of Seller. In addition, Seller is entitled to file a UCC 1 for a purchase money security interest in Goods to secure Seller's position with respect to possible other secured parties and other rights under Applicable Laws. Purchaser hereby acknowledges that Seller does not recommend or require any third-party financing institution in connection with financing, purchase or leasing the Goods specified in this Agreement, and Purchaser owes the amounts for the Goods set forth herein regardless of any third party Purchaser selects for financing.
4. To secure the payment of the purchase price of the Goods, the payment of interest and reasonable attorney's fees and other legal expenses incurred by Seller as hereinafter set forth, Purchaser hereby grants to Seller a security interest in all Goods and any and all equipment, parts, accessories, attachments, additions and other goods, and all replacements thereof, now or hereinafter installed in, affixed to or used in connection with said goods, and if Purchaser sells or otherwise disposes of the goods in violation of the terms of this Agreement, Seller shall have a security interest in the proceeds of such sale or disposition until all payments due from Purchaser to Seller are made in full (the "Collateral"). In the event Purchaser fails to pay when due any indebtedness secured by this Agreement, Purchaser shall be deemed in default under this Agreement, and Seller shall have all the rights and remedies granted under Applicable Law, including, but not limited to, the rights and remedies under the Uniform Commercial Code, and the right to replevin or repossess the Collateral. In addition, Seller may require Purchaser to assemble the Collateral and make it available to Seller at any place designated by Seller that is reasonably convenient to both parties. The respective names and addresses of Purchaser and Seller are set forth on the Sales Agreement, or as updated from time to time by the parties. Purchaser and Seller agree that this Agreement, or a copy thereof, may be used as a financing statement, and Purchaser hereby appoints Seller as Purchaser's attorney-in-fact for the limited purpose of filing a UCC-1 financing statement on the Collateral in any applicable jurisdiction.
5. In addition to the rights and remedies set forth above, if Purchaser is in default under any of the terms or provisions of this Agreement, Seller, at its option, may retain all payments made by Purchaser hereunder to offset any damages incurred by Seller and/or the purchase price not paid of the Goods. Purchaser agrees that if Purchaser is unable to fulfill the total covenants and obligations as provided for and contained in this Agreement, any money paid herewith as a deposit shall become the absolute property of Seller as partial compensation of Purchaser's failure to perform its agreement and such funds shall be applied to Seller's damages. However, Seller shall also be entitled to immediately proceed under any Applicable Laws to be compensated for all of the damages resulting from Purchaser's breach. If Seller or its assigns retakes possession of the Collateral, Seller shall keep all payments made by Purchaser, and all rights of Purchaser shall then be extinguished, and Seller may forthwith sell the Collateral at public or private sale. Any action required to be taken for Purchaser's failure to perform the terms and conditions of this Agreement shall result in Purchaser's being responsible for the payment of reasonable attorney's fees for any attorney engaged by Seller to protect its interests, all costs incurred, and interest at the maximum rate allowed by law from the date of Purchaser's breach hereof payable on demand, whether the parties litigate or not, including any appellate or bankruptcy proceeding.
6. Purchaser agrees that until the purchase price is paid in full or in the event that this Agreement is financed through the use of an installment sales contract or equipment lease, Purchaser will keep the Goods fully insured for the benefit of Seller and Purchaser as their respective interest may appear. Purchaser shall furnish the Seller with a policy or certificate thereof prior to the date the Goods are delivered. Purchaser agrees that the limit of all insurance carried in the Collateral shall be an amount not less than that which shall provide for Seller to receive full compensation for the unpaid portion of the price due to Seller in cash, and no loss occur to Seller's goods. Coverage must be placed with a reputable or financially responsible carrier or carriers with a minimum A.M. Best rating of A+. Purchaser shall cause its insurers to endorse the required insurance hereunder to waive any rights of subrogation against the Seller and its indemnitees. This insurance must name the Seller and its indemnitees as additional insureds under an "Additional insured" endorsement, and it must be primary over any insurance maintained by Seller and its indemnitees.
7. Delivery delays are estimates only, and not binding on Seller. Seller shall not be liable for any damages caused by delay in delivery beyond its control. In the event of delay, the date of delivery shall be extended for a period of time equal to the time lost by reason of the delay.
8. Except as may be set forth on page 1 of the Sales Agreement, all Goods are sold FOB Shipping Point. Purchaser shall pay all freight, cartage, shipping, and handling charges from the factory where the Goods have been manufactured. The risk of loss or damage from time of shipment of the Goods shall be borne by Purchaser when the Goods are tendered to the carrier. The same shall hold forth whether Seller delivers the Goods to a common carrier, an independent contractor or transport service whether provided by Seller or Purchaser. All transportation, freight, rigging or delivery prices are valid for 30 days. In the event any of these costs are increased after 30 days from the date of this Agreement, then the Purchaser expressly agrees that Seller can pass on these increases in cost.
9. Unless set forth in the Agreement as mutually agreed upon, all delivery of Goods shall be curbside delivery at the point or place designated herein. Seller shall have no responsibility whatsoever to uncrate or set up any equipment as specified by mutual agreement in writing. Purchaser shall have the sole responsibility for all installation of the Goods and any permits required and for providing the connection of the Goods delivered to plumbing, electric, gas, vent or other utility connections. Purchaser shall be responsible for providing adequate access for delivery of Goods. Seller will store Goods in its warehouse at its discretion at no charge for up to 30 days for any Goods that are required to be shipped to its warehouse prior to shipment or deliver to Purchaser. After 30 days, Seller can assess a reasonable daily charge for this storage. Purchaser agrees to pay all storage charges incurred.
10. Pursuant to the extent that may be required under Applicable Laws, there are no cash refunds, credit refunds or exchanges of merchandise under this Agreement.
11. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns, where permitted by this Agreement. Purchaser expressly agrees that this Agreement is binding upon it and is not subject to cancellation. Purchaser agrees that in the event of cancellation of this Agreement by mutual consent or by notice of right of termination embodied in this Agreement, then, and in that event, Purchaser will pay to the Seller any restocking charges, out of pocket costs, and the reasonable value of work done by Seller. This provision shall survive the termination or cancellation of this Agreement. The obligations of Purchaser and rights of Seller shall survive termination or expiration of this Agreement.
12. The rights and remedies of Seller, in this Agreement and to the Goods referred to herein may be assigned without notice and the assignee shall acquire all of the rights and remedies of Seller but shall not be deemed to have assumed any of its obligations. Purchaser will not assert against the assignee of Seller, any defenses, counterclaims or setoffs available against the Seller.
13. If any provision of this Agreement is held by statute or declared invalid, the remaining provisions shall nevertheless continue in full force and effect. Purchaser and Seller agree that this Agreement shall be construed and governed by the laws of the State of Seller's primary domicile (the "Applicable Laws") and that venue for any dispute or litigation arising out of this Agreement shall be in the appropriate State or Federal courts in the city or county and Seller's primary domicile. The parties agree that any signatures or initials communicated electronically or by facsimile machine and any facsimile or photocopy or electronic copy of this Agreement shall be deemed to be valid and binding on the parties.
14. **WARRANTY DISCLAIMER. THE ONLY WARRANTIES, IF ANY EXPRESSLY STATED IN THE SALES AGREEMENT THAT APPLY TO THE GOODS ARE THOSE GIVEN BY THE ORIGINAL MANUFACTURER, AND ARE EXPRESSLY LIMITED TO THE WARRANTIES, EXPRESS OR IMPLIED. THE SELLER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NEITHER ASSUMES NOR AUTHORIZES ANY EMPLOYEE, AGENT OR OTHER PERSONS TO ASSUME FOR IT ANY LIABILITY IN CONNECTION WITH THE SALE OF THIS GOODS.** Any description of the of Goods is for the sole purpose of identifying them and shall not be deemed to create an express warranty that the Goods shall conform to any such description; any sample or model is for illustrative purpose only and shall not be deemed to create an express warranty that the of Goods shall conform to the sample model; and no affirmation or promise, or description, or sample or model shall be deemed part of the basis of the bargain.
15. **PURCHASER SHALL NOT BE ENTITLED TO RECOVER FROM SELLER ANY INDIRECT DAMAGES, PUNITIVE DAMAGES, CONSEQUENTIAL DAMAGES, INCIDENTAL DAMAGES, DAMAGES FOR LOSS OF TIME, LOSS OF PROFIT, LOSS OF USE, MATERIALS IN GOODS, OR LOSS OF INCOME. PURCHASER HEREBY WAIVES ALL RIGHTS OF REFUSAL AND RETURN OF GOODS. PURCHASER ACKNOWLEDGES THAT PURCHASER IS NOT RELYING ON SELLER'S CHOICE OR JUDGMENT TO SELECT OR FURNISH GOODS SUITABLE FOR ANY PARTICULAR PURPOSE AND THAT THERE ARE NO WARRANTIES WHICH WOULD EXTEND BEYOND THE DESCRIPTION ON THE FIRST HEREOF.**
16. **SELLER'S TOTAL LIABILITY UNDER THIS AGREEMENT, WHETHER IN LAW, EQUITY, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PRICE PAID BY PURCHASER UNDER THE AGREEMENT FOR THE GOODS GIVING RISE TO THE CLAIM.** Purchaser shall fully indemnify, defend and hold harmless Seller and its affiliates and their respective shareholders, officers, directors, members, agents and employees against all expenses, costs (including reasonable attorneys' fees), claims, demands, damages, liability, suits or the like arising in connection with or out of (i) any breach by Purchaser of the Agreement; (ii) Seller's adherence to specifications or use of material furnished or specified by Purchaser or any of its agents; (iii) any damage to property or injury (including death) caused by the acts or omissions of Purchaser or its agents; or (iv) any damages arising out of the sale or exchange of all or a part of the Goods sold hereunder to a third party.
17. If Purchaser returns the equipment as part of this sale, Purchaser warrants and represents that Purchaser has good title, free and clear of all liens and encumbrances and further Purchaser agrees to indemnify, defend and hold harmless Seller from all costs or claims whatsoever arising out of the trade-in equipment.
18. **PARTS WARRANTY:** New equipment- one (1) year parts replacement; (b) Used equipment: Sold in "AS IS" condition with no warranty. As to (a) above this shall not include padding, belts, hoses or other expandables. Purchaser shall be responsible for all freight and shipping costs incident thereto. Any improper installation or misuse of the Goods shall void this parts warranty. No labor warranty is included.

Purchaser Initials _____



Quote

08/02/2024

Project:



Atascosa Co Sherriffs Dept- rhino carts
Jose Mendoza
Jourdanton, TX 78026

From:

Cook's Correctional
Rodrigo Alvear
27725 Diehl Rd.
Warrenville, IL 60555
630-821-0234

Project Code: 29476

Job Reference Number: 78026-1

Item	Qty	Description	Sell	Sell Total
1	1 ea	MEAL TRAY DELIVERY CART  Cook's Model No. 630-M-150-GR The Rhino Cart is a highly durable, Gray, one-piece insulated tray delivery cart. Made from high impact polyethylene and fully insulated for strength and temperature retention. Cart body is 100% recyclable. Bumper sold separately: Cook's MBUMPER, Color: Charcoal Grey, Exceptional Durability: FDA approved, high impact polyethylene body is fully insulated for strength and rigidity. The reinforced base prevents the cart floor from sagging and makes changing casters easy, Superior insulation, lockable maxi latch. door seal that keeps air from entering the cabinet and promotes exceptional temperature control, Fits Through 30" Doors, Doors swing 263° allowing full access to interior cavity, Smooth interior is easy to clean and one-piece design means no seams to hold dirt. The interior features coved corners that meets NSF guidelines. Two interior floor drains to facilitate easier cleaning, Dimensions: 57 7/8"W x 29 3/4"D x 65 5/16"H exterior of cart, 46 5/8"W x 23" D x 45 1/4"H (front of cavity) / 44"H (rear of cavity) interior of cart, Warranty: 1 year warranty on body of Rhino Cart against defects in materials and workmanship. Dimensions 65(h) x 57(w) x 29(d) Weight: 269 lbs total	\$3,999.99	\$3,999.99
			ITEM TOTAL:	\$3,999.99
2	1 ea	MEAL TRAY DELIVERY CART  Cook's Model No. 630-M102-GR Cook's Rhino Cart, Only 47 1/2" high, Gray, easily see over the top of the cart, Hold 102 Marathon Trays or 84 Gorilla Trays, Integrated resilient, oversized bumpers protect cart and walls, Fully insulated body provides increased strength to cart, Insulated and door seal ensure exceptional temperature retention, Metal reinforced base delivers rigid support to entire cart, Doors open	\$3,499.99	\$3,499.99

x2 =

2,999.98

freight 510.00 8509.98

Item	Qty	Description	Sell	Sell Total
		completely (263°) making loading and unloading easy, Easy to clean smooth interior surfaces with two floor drains to speed drying process, Raised rail on three sides of top prevents item from slipping off cart, Sloped top (2°), Lockable, stainless steel maxi-latch, 8" Colson Performa casters feature a sealed bearing and are rated to carry 2000 lb. Warranty: 1 year warranty on body of Rhino Cart against defects in materials and workmanship. Dimensions 49(h) x 29(w) x 56(d) Weight: 251 lbs total		
			ITEM TOTAL:	\$3,499.99
3	1 ea	FREIGHT Custom Model No. FREIGHT Freight Estimate per Cook's Shipping Guidelines	\$510.00	\$510.00
			ITEM TOTAL:	\$510.00
		Total		\$8,009.98

Quote Approval

By affixing their signature to this document, the undersigned hereby affirms the accuracy of the provided information. The signee acknowledges that all utilities and dimensions specified are compatible with the operational requirements at the designated facility. Furthermore, it is confirmed that the listed equipment is suitable for passage through doorways, hallways, and vestibules from the receiving area to the kitchen.

In the event of equipment returns attributable to inaccuracies in utilities or measurements, the signee acknowledges the imposition of a manufacturer restocking fee, in addition to the applicable return shipping charges.

Receiving Policy and Guidelines:

Prior to signing for the delivery, it is crucial to thoroughly inspect and count all cartons. Note any shortages, damages, or problems on the delivery receipt. In case of visible damage, refuse damaged boxes by checking for crushed corners, wetness, or punctures. If the delivery includes equipment, inspect all parts before signing.

If a full inspection is not possible, please make a note on the bill of lading that you will inspect at a later time (within 24 hours of receipt).

For refused shipments, the customer is responsible for full freight charges and applicable fees in both directions, unless the refusal is due to shipment damage or a shipping error made by CooksDirect.com.

Most items are eligible for return within a 30-day period from the customer's receipt of the shipment. Depending on the manufacturer, a restocking fee of 15% to 50% may be applicable. Return freight charges may also apply based on the manufacturer's policy. For inquiries regarding specific return policies for a particular manufacturer or product, kindly reach out to our Customer Service team at 1-866-506-3048 or via email at customerservice@cooksdirect.com.

Please review the following criteria for returning an order:

1. Returned items must be unused, undamaged, and returned intact with original materials.
2. Special ordered or custom items cannot be returned.

Returns must be initiated within the first 30 days of receipt. Orders exceeding the 30-day return window are not eligible for returns through Cook's Direct. For product issues, please contact the manufacturer, as most large equipment is covered by a 1-year warranty.

Shipping & Delivery Information:

To ensure your order is processed in a timely manner please provide the following information along with your signature:

Delivery Address**Contact Name:****Phone Number:****Receiving Hours:****Receiving Dock Onsite (Y/N):**

(If there is no dock onsite, additional fees for lift gate service may apply)

Forklift Onsite (Y/N):

Acceptance: _____ Date: _____

Printed Name: _____

Project Grand Total: \$8,009.98

AGENDA REQUEST (GENERAL)

Agenda Item 19.

Meeting Date: 08/12/2024

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude Discuss and/or take appropriate action to approve the Records Management
Jon Brauchle: policy.

ATTACHMENTS

Policy

Atascosa County
RECORDS MANAGEMENT POLICY

The Texas Local Government Records Act (Title 6, Subtitle C, Local Government Code), provides that each local government must establish an active and continuing records management program; and the **Atascosa County** desires to adopt a plan to prescribe policies and procedures consistent with the Local Government Records Act and in the interests of cost-effective and efficient recordkeeping; now therefore:

SECTION 1. DEFINITION OF RECORDS OF THE Atascosa County. All documents, papers, letters, books, maps, photographs, sound or video recordings, microfilm, magnetic tape, electronic media, or other information-recording media, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by the **Atascosa County** or any of its officers or employees pursuant to law or in the transaction of public business, are declared to be the records of the **Atascosa County** and shall be created, maintained, and disposed of in accordance with the provisions of this ordinance or procedures authorized by it and in no other manner.

SECTION 2. RECORDS DECLARED PUBLIC PROPERTY. All records as defined in Sec. 1 of this plan are declared to be the property of the **Atascosa County**. No official or employee of the **Atascosa County** has, by virtue of his or her position, any personal or property right to such records even though he or she may have developed or compiled them. The unauthorized destruction, removal from files, or use of such records is prohibited.

SECTION 3. POLICY. It is declared to be the policy of the **Atascosa County** to provide for efficient, economical, and effective controls over the creation, distribution, organization, maintenance, use, and disposition of all records of this office through a comprehensive system of integrated procedures for the management of records from their creation to their ultimate disposition, consistent with the requirements of the Local Government Records Act and accepted records management practice. This policy shall apply to all employees, agents, independent contractors, and volunteers of the Atascosa County.

SECTION 4. RECORDS MANAGEMENT OFFICER. The Atascosa County Deputy Fire Marshal will serve as Records Management Officer for the **Atascosa County** as provided by law and will develop policies and procedures to ensure that the maintenance, preservation, security, destruction, electronic storage, and other disposition of the records of this office are carried out in accordance with the requirements of the Local Government Records Act.

SECTION 5. RECORDS CONTROL SCHEDULES. Appropriate records control schedules issued by the Texas State Library and Archives Commission shall be adopted by the Records Management Officer for use in **Atascosa County**, as provided by law. The Records Management Officer shall prepare amendments to the schedules as needed to reflect new records created or received by this office, or revisions to retention periods established in a records retention schedule issued by the Commission. Any destruction of records of the **Atascosa County** will be in accordance with these schedules and the Local Government Records Act.