

ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS' COURTROOM, SUITE 203
November 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. Audrey Louis: Discuss and/or take appropriate action concerning personnel:
 - Existing Employee: Marc Ledet
 - Position: Asst. District Attorney
 - Pay Rate: Longevity pay increase from \$360 to \$380
 - Salary Budget Area: 047-400-405
 - Start Date: November 12, 2024
 - Physical: n/a
 - Drug Test: n/a
- 5. Stephanie Brown: Discuss and/or take appropriate action concerning personnel:
 - Existing Employee: Carrie Ellison
 - Position: Senior Felony Employee
 - Pay Rate: \$106,000.00 yearly
 - Salary Budget Area: 012-488-403
 - Start Date: November 11, 2024
 - Physical: n/a
 - Drug Test: n/a
 - Existing Employee: Zayne Saadi

Position: Assistant Public Defender
Pay Rate: \$103,000.00 yearly
Salary Budget Area: 012-488-403
Start Date: November 11, 2024
Physical: n/a
Drug Test: n/a

6. Sheriff Soward: Discuss and/or take appropriate action concerning personnel:
- Existing Employee: Luis Carmona
Position: Deputy Sheriff
Pay Rate: Move to Tier 1: \$58,000.00 Annual, \$120.00 Uniform, \$175.00 Holiday, 171 Fluctuating, Continue 1-year Agency Probation
Salary Budget Area: 012-440-410
Start Date: 11/15/2024
Physical: n/a
Drug Test: n/a
- Existing Employee: Dann Garza
Position: Corrections Officer
Pay Rate: Move to Tier 2: \$49,000.00 Annually, \$120.00 Uniform, \$150.00 Holiday, Continue 1-Year Agency Probation
Salary Budget Area: 012-442-562
Start Date: 11/15/2024
Physical: n/a
Drug Test: n/a
- Existing Employee: Brandon Gonzales
Position: Corrections Officer
Pay Rate: Move to Tier 2: \$49,000.00 Annual, 171 Fluctuating, \$120.00 Uniform, \$150.00 Holiday, Continue 1-Year Agency Probation
Salary Budget Area: 012-442-562
Start Date: 12/15/2024
Physical: n/a
Drug Test: n/a
- Existing Employee: Christopher Rodriguez
Position: Sergeant Jailer
Pay Rate: Tier 1: \$56,200.00 Annually, 171 Fluctuating, \$120.00 Uniform, \$150.00 Holiday
Salary Budget Area: 012-442-564
Start Date: 11/13/2024
Physical: n/a
Drug Test: n/a
- Existing Employee: Felipe Moreno
Position: Corrections Officer
Pay Rate: Tier 1: \$51,000.00 Annually, 171 Fluctuating, \$120.00 Uniform, \$150.00

	Holiday
Salary Budget Area:	012-442-562
Start Date:	11/13/2024
Physical:	n/a
Drug Test:	n/a

7. Sheriff Soward: Discuss and/or take appropriate action for approval of surplus equipment donation to Charlotte VFD.
8. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for Michael & Karen Egerton on PR Fect Ln off FM 3175 in Precinct 2.
9. Britni Van Curan: Discuss and/or take appropriate action approval/denial of the Commercial Driveway permit for Welsa Ranches LLC on County Road 311 in Precinct 3.
10. Comm Gillespie: Discuss and/or take appropriate action to approve the 2025 Atascosa County Holiday schedule.
11. Comm.Perez: Discuss and/or take appropriate action concerning a road bore approximately 3/4 of a mile south of Sand Branch road on Whitley road. The road bore will be done by property owner Gary Fritz and will be used to run a fresh water line from his property on the south side of Whitley road to his property on the north side of Whitley road. The road bore will be four feet deep and the water line will be enclosed in a steel casing.
12. Comm. Riley: Discuss and/or take appropriate action for a 10" lay flat line permit for Camino Real Mineral Company starting 1.72 miles North of FM 541 on CR419 and going through a culvert to the East side of the road and continuing 1.33 miles to Lucas Rd. Continuing on Lucas Rd. for 0.62 miles. Then to Trey's Crk. Rd. for 0.7 miles to private property. A check in the amount of \$3,000.00 has been turned into the Atascosa County Treasurers' Office.
13. Comm. Riley: Discuss and/or take appropriate action to approve a pipeline permit for Marthon Oil Company on CR 401 for 116 feet. A check in the amount of \$1,170.66 has been turned into the Atascosa County Treasurers' Office.
14. Comm.Riley: Discuss and/or take appropriate action to approve 1-10" lay- flat water line for Select Water Solutions, LLC on CR 411 on the North side and travel East. The line will temporarily exit CR ROW, Cr 411 and then the line will re-enter CR ROW. The line will be on CR 410 on the West side and travel South. For a total of 5,770 feet. A check in the amount of \$1,000.00 has been turned into the Atascosa County Treasurers' Office.
15. Comm. Riley: Discuss and/or take appropriate action to approve 1-10" lay flat line for Select Water Solutions, LLC that will enter CR ROW. The line will enter from private property onto CR 407 for 17,213 feet. A check in the amount of \$2,000.00 has been turned into the Atacosa County Treasurers' Office.
16. Trent Rowell: Discuss and/or take appropriate action concerning:

Comm. Gillespie: A. Conduct a public hearing concerning posting "No Thru Truck" signs on N. US Highway 281 and Crane Rd., Interstate 37 South-bound access road and Crane Rd., Slomchinski Rd. and Yow Rd., Yow and Shiloh Rd. and Yow and Red Barn Rd., in Pct.1 Atascosa County, Texas, pursuant to Texas Transportation Code Section 251.152.

1. Open Public Hearing.
2. Close Public Hearing.

B. Discuss and/or take appropriate action concerning posting "No Thru Truck" signs on N. US Highway 281 and Crane Rd., Interstate 37 South-bound access road and Crane Rd., Slomchinski Rd. and Yow Rd., Yow and Shiloh Rd. and Yow and Red Barn Rd., in Pct.1 Atascosa County, Texas, pursuant to Texas Transportation Code Section 251.152.

17. Judge Cude: Discuss and/or take appropriate action to approve appointing Martin Gonzales as the 2025-2026 County Historical Commission (CHC) for Atascosa County.
18. Judge Cude: Discuss and/or take appropriate action to approve the contract with Langford Community Management Services for administrative and professional services related to the USDA Rural Development Community Facilities Grant, pending County Attorney approval, and authorize the County Judge to sign the contract.

19. **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.

20. Judge Cude: Discuss and/or take appropriate action to issue a one-time pay
Tracy Barrera: adjustment equal to one-week pay per employee for the transition from
Laura Pawelek: monthly to bi-weekly pay.

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 Commissioners Court is set for Monday, November 25, 2024.

26. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 4:45 p.m., on Friday, November 8, 2024



Jessica Kidd, Court Coordinator

PERSONNEL ACTION FORM



PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

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

Existing Employee:	Carrie Ellison
Position:	Senior Felony Employee
Pay Rate:	\$106,000.00 yearly
Salary Budget Area:	012-488-403
Start Date:	November 11, 2024
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Zayne Saadi
Position:	Assistant Public Defender
Pay Rate:	\$103,000.00 yearly
Salary Budget Area:	012-488-403
Start Date:	November 11, 2024
Physical:	n/a
Drug Test:	n/a



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

Sheriff Soward: Discuss and/or take appropriate action concerning personnel:

Existing Employee:	Luis Carmona
Position:	Deputy Sheriff
Pay Rate:	Move to Tier 1: \$58,000.00 Annual, \$120.00 Uniform, \$175.00 Holiday, 171 Fluctuating, Continue 1-year Agency Probation
Salary Budget Area:	012-440-410
Start Date:	11/15/2024
Physical:	n/a
Drug Test:	n/a



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:	Dann Garza
Position:	Corrections Officer
Pay Rate:	Move to Tier 2: \$49,000.00 Annually, \$120.00 Uniform, \$150.00 Holiday, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	11/15/2024
Physical:	n/a
Drug Test:	n/a



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:	Brandon Gonzales
Position:	Corrections Officer
Pay Rate:	Move to Tier 2: \$49,000.00 Annual, 171 Fluctuating, \$120.00 Uniform, \$150.00 Holiday, Continue 1-Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	12/15/2024
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Christopher Rodriguez
Position:	Sergeant Jailer
Pay Rate:	Tier 1: \$56,200.00 Annually, 171 Fluctuating, \$120.00 Uniform, \$150.00 Holiday
Salary Budget Area:	012-442-564
Start Date:	11/13/2024
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

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

Employment Type: Existing Employee, new position or promotion

Requested Action

Existing Employee:	Felipe Moreno
Position:	Corrections Officer
Pay Rate:	Tier 1: \$51,000.00 Annually, 171 Fluctuating, \$120.00 Uniform, \$150.00 Holiday
Salary Budget Area:	012-442-562
Start Date:	11/13/2024
Physical:	n/a
Drug Test:	n/a

AGENDA REQUEST (GENERAL)

Agenda Item 7.

Meeting Date: 11/12/2024
Item Title: Equipment Donation
Submitted For: David Soward, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Soward: Discuss and/or take appropriate action for approval of surplus equipment donation to Charlotte VFD.

Recommendation/Action Requested and Justification

Request approval of donation of surplus equipment to Charlotte Volunteer Fire Department for official fire fighting use.

Equipment to be donated:

1 (one) Motorola APX6500 Mobile Radio System

Serial #527CUD1133

AGENDA REQUEST (GENERAL)

Agenda Item 8.

Meeting Date: 11/12/2024
Item Title: Exception - Egerton
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 Certificate of Exception for Michael & Karen Egerton on PR Fect Ln off FM 3175 in Precinct 2.

ATTACHMENTS

Egerton Packet
Egerton - Certificate

THIS SPACE PROVIDED FOR
RECORDER'S USE ONLY:



2 PGS
D

168211

WHEN RECORDED RETURN TO:

Michael Egerton
2165 FM 3175
Lytle, TX 78052

WARRANTY DEED

THE GRANTOR(S), Roy E. Gentry, Sr., a single person, for and in consideration of \$10.00 grants, bargains, sells, conveys and warranties to the GRANTEE(S):

Michael Egerton and Karen Egerton, 2165 FM 3175, Lytle, Atascosa County, Texas, 78052, the following described real estate, situated in the County of Atascosa, State of Texas:

Legal description: Being 67.00 acres, more or less, as described by metes and bounds in Deed recorded in Book 243, Page 527, Instrument number 200359901, Official Public Records of Atascosa County, Texas, being out of the A COLE SV-529, 60.85 ACRES, ABSTRACT 158 and the A COLE SV-528, ABSTRACT 159.

Subject to existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record the grantor hereby covenants with the Grantee(s) that Grantor is lawfully seized in fee simple of the above granted premises and has good right to sell and convey the same; and that Grantor, his heirs, executors and administrators shall warrant and defend the title unto the Grantee, his heirs and assigns against all lawful claims whatsoever.

TAX PARCEL NUMBER: 11641

Grantor Signatures:

DATED: 01/08/2016

Roy E. Gentry Sr.
Roy E. Gentry, Sr.
7009 S. Flores, Lot 11
San Antonio, TX 78221

STATE OF TEXAS, COUNTY OF BEXAR, ss:

This instrument was acknowledged before me on this 8 day of January, 2016 by Roy E. Gentry, Sr..



Trisha A. Enriquez
Notary Public
My commission expires: March 16, 2016

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Diane Gonzales

Diane Gonzales, County Clerk
Atascosa County Texas

January 21, 2016 11:16:45 AM

FEE: \$26.00

D

168211



Registration for Division of Land in Atascosa County

I Karen L. Egerton, am the owner of the attached filed division of land located at 67 ac A Cole SV-529 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

Exception Type (see attachment for definitions of each type):

- | | | |
|---|---|--|
| <input type="checkbox"/> Agricultural Use | <input type="checkbox"/> Family | <input type="checkbox"/> 10+ Acres |
| <input type="checkbox"/> Veterans Land Board | <input type="checkbox"/> State Agency | <input type="checkbox"/> Political Subdivision |
| <input type="checkbox"/> Divided into two parts | <input checked="" type="checkbox"/> All parts to original owner | |



Date: 10/31/24

Signature: _____

Printed Name: _____

Karen Egerton
Karen Egerton

ACKNOWLEDGMENT

STATE OF TEXAS

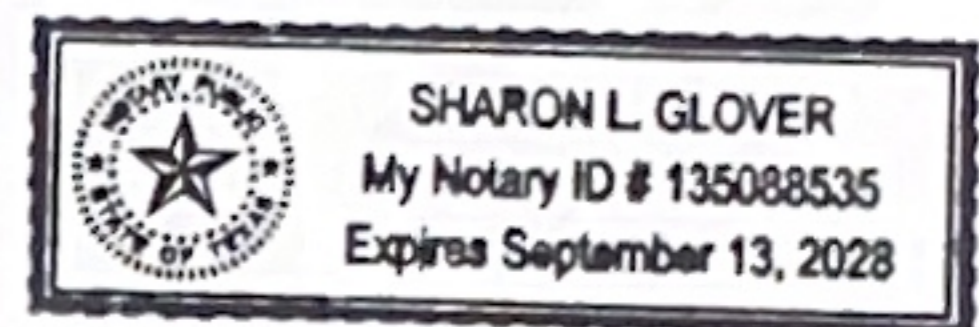
COUNTY OF Atascosa

BEFORE ME, the undersigned Notary Public, on this day personally appeared Karen L. Egerton, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same has been executed for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this October 31, 2024.

[Signature]

Notary Public, in and for
State of Texas

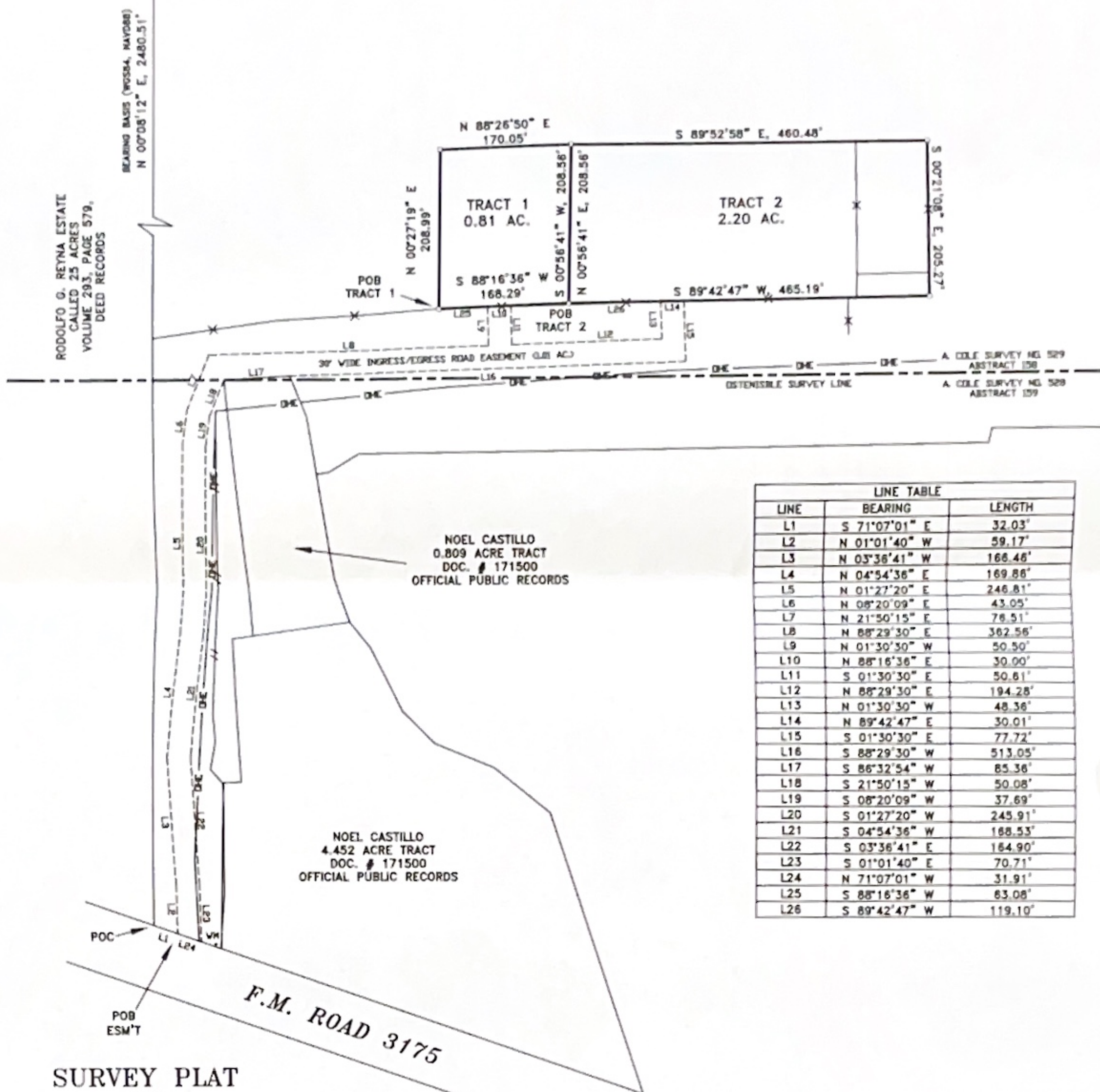


PLAT LEGEND

- 1/2" IRON PIN FOUND
- 1/2" IRON PIN SET
- ⊗ "X" SET IN CONC.
- DENOTES FENCE POST
- △ DENOTES HWY. R.O.W. MONUMENT
- ⊕ DENOTES CHAIN-LINK FENCE LINE
- ⊗ DENOTES BARB WIRE FENCE LINE
- ⊕ DENOTES EXISTING FENCE LINE
- ⊕ DENOTES STEEL FENCE LINE
- ⊕ DENOTES OVER HEAD ELECTRIC LINE
- ⊕ DENOTES POWER POLE
- ⊕ DENOTES METER POLE
- ⊕ DENOTES WATER METER
- ⊕ DENOTES METER POLE



MICHAEL & KAREN EGERTON
REMAINING PORTION OF
67.00 ACRE TRACT
VOLUME 243, PAGE 527,
OFFICIAL PUBLIC RECORDS



LINE TABLE		
LINE	BEARING	LENGTH
L1	S 71°07'01" E	32.03'
L2	N 01°01'40" W	59.17'
L3	N 03°36'41" E	168.46'
L4	N 04°54'36" E	169.88'
L5	N 01°27'20" E	246.81'
L6	N 08°20'09" E	43.05'
L7	N 21°50'15" E	76.51'
L8	N 88°29'30" E	362.56'
L9	N 01°30'30" W	50.50'
L10	N 88°16'36" E	30.00'
L11	S 01°30'30" E	50.81'
L12	N 88°29'30" E	194.28'
L13	N 01°30'30" W	48.36'
L14	N 89°42'47" E	30.01'
L15	S 01°30'30" E	77.72'
L16	S 88°29'30" W	513.05'
L17	S 86°32'54" W	85.36'
L18	S 21°50'15" W	50.08'
L19	S 08°20'09" W	37.69'
L20	S 01°27'20" W	245.91'
L21	S 04°54'36" W	168.53'
L22	S 03°36'41" E	164.90'
L23	S 01°01'40" E	70.71'
L24	N 71°07'01" W	31.91'
L25	S 88°16'36" W	63.08'
L26	S 89°42'47" W	119.10'

SURVEY PLAT OF

TRACT 1, 0.82 OF AN ACRE, & TRACT 2 2.20 ACRES
IN THE ATASCOSA COUNTY, TEXAS, OUT OF THE A.
COLE SURVEY NO. 528, ABSTRACT 159, BEING A
PORTION OF THAT CERTAIN TRACT CALLED 67.00
ACRES DESCRIBED IN CONVEYANCE FROM ROY E.
GENTRY, SR., TO MICHAEL EGERTON AND KAREN
EGERTON, OF RECORD IN VOLUME 243, PAGE 527,
OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY,
TEXAS.

TOGETHER WITH A 30 FOOT IWDE INGRESS/EGRESS
ROAD EASEMENT

(SEE ACCOMPANYING FIELD NOTE DESCRIPTION)

NOTES:

PROPERTY ADDRESS: 3165 F.M. ROAD 3175

THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE
COMMITMENT AND OTHER MATTERS OF RECORD, (EASEMENTS, SETBACK LINE,
ETC.) WHICH MAY AFFECT THIS TRACT MAY NOT BE SHOWN HEREON.

THIS PROPERTY IS PARTITIONED OUT OF A LARGER TRACT AND THE
PROPERTY MAY BE SUBJECT TO SUBDIVISION RULES AND REGULATIONS OF THE
CITY AND/OR COUNTY.

MARTINEZ

SURVEYING & MAPPING CO
FIRM # 101822-00
P.O. BOX 17971
SAN ANTONIO, TX, 78217
(210) 829-4244

STATE OF TEXAS
COUNTY OF ATASCOSA

I hereby certify that the above plat is true and correct according to an actual
survey made on the ground under my supervision and that there are no visible
easements or encroachments of buildings on adjoining property, and that all
buildings are wholly located on this property except as shown above and that
all pins have been located as indicated above on the date on this plat.

This 29th day of OCTOBER, 20 24 A.D.



REGISTERED PROFESSIONAL
LAND SURVEYOR No. 5482

JOB No. 24-10-12

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately .81 acres and 2.20 acres out of 67 acres, more or less, described in a Deed, Instrument Number 168211 in the Official Public Records, Atascosa County, Texas, and being currently owned by Michael & Karen Egerton, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided as a family division of land. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

This certificate of exception shall be recorded with a duplicate copy of the conveyance instrument with a legible metes and bounds description attached thereto; and a survey or sketch showing the boundaries of the lot, adjacent roads and adjacent property owners.

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the ____ day of _____, 2024.

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

Attest: _____
Theresa Carrasco, County Clerk
Atascosa County, Texas

**AGENDA REQUEST
(GENERAL)**

Agenda Item 9.

Meeting Date: 11/12/2024
Item Title: Commercial Driveway - County Road 311
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action approval/denial of the Commercial Driveway permit for Welsa Ranches LLC on County Road 311 in Precinct 3.

ATTACHMENTS

Commercial Driveway - County Road 311



Permit to Construct Access Driveway Facilities On Atascosa County Road Right of Way

Permit Number: <u>1024-317</u> ck# <u>21361</u>		
Applicant/Permittee	GPS*	Roadway
Name: Wesla Ranches, LLC	Latitude, Longitude N <u>28°59'53.81"</u> , W <u>98°46'02.65"</u>	Name: CR 311
Mailing Address: <u>150 Candelaria</u>		
City, State, Zip: <u>Helotes, TX 78023</u>	For County's Use	
Phone number: <u>210-223-6751</u>	Pct. No.: _____	
*Global positioning system coordinates intersection of driveway centerline with abutting roadway.		

Atascosa County, hereinafter called the County, hereby authorizes Wesla Ranches, LLC
 hereinafter called the Permittee, to _____ construct/ ☒ X reconstruct a commercial (residential,
 commercial, farm, etc.) access driveway on the County Road right of way abutting County Road
311 in Atascosa County, located 1.13 miles south of SH 173
 on a 234.84 ac tract (Property ID 224522) _____ (use additional sheet as needed).

Subject to Access Driveway Policy and the following:

1. The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the county road right of way.
2. Design of facilities shall be as follows and/or as shown on sketch on page 15 and is subject to conditions stated below:
30 ft wide all-weather paving driveway (12" compacted base), constructed per C3.0 (attached)

_____ All construction of materials shall be subject to inspection and approval by the County.

3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the County reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with the approval of the County.
4. The Permittee shall hold harmless the County and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect

any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks and shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the county road right of way.

6. The County reserves the right to require a new access driveway permit in the event of a material change in land use or change in driveway traffic volume or vehicle types.

7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.

8. The Permittee will contact the County's representative Britni Van Curan telephone (830) 769-2748 at least twenty-four (24) hours prior to beginning the work authorized by this permit.

9. The requesting Permittee will be provided instructions on the appeal process if this permit request is denied by the County.

Date of Issuance

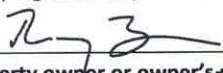
County Authorized Representative

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and

maintenance of an access driveway on the highway right of way.

Date: 11/4/2024

Signed: _____


(Property owner or owner's representative)
Engineer

WESLA RACHES, LLC

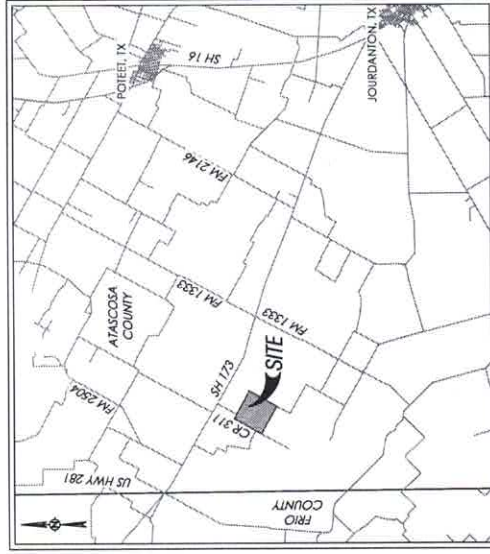
COUNTY ROAD 311

CHARLOTTE, TX

COMMERCIAL DRIVEWAY PERMIT CONSTRUCTION PLANS

SHEET INDEX

Description	Sheet No.
COVER SHEET	C0.0
GENERAL NOTES	C1.0
DRAINAGE PLAN	C2.0
DRIVEWAY PLAN	C3.0
TRAFFIC CONTROL PLAN	C4.0



LOCATION MAP

N.T.S.

OWNER
WESLA RANCHES, LLC
150 CANDELARIA
HELOTES, TX 78023

NOVEMBER 2024



RLBACA
ENGINEERING

RL BACH PROJECT NO. - 24-167
DISCOWAY PLANT PROPERTY INFORMATION
PROPERTY # 23-0023
ADDRESS 304.6 AC
LEGAL DESCRIPTION ARE 30.00 AC & LONDON 99-1000 FAMILY DISPOSITION "ACQUAINTANCE" EXISTING 7/100 DISCOWAY W/IN WITH 13" COMPACTED BASE (ALL WEATHER PAVING) PERMIT.

GENERAL NOTES

- ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ATASCOSA COUNTY COMMERCIAL DRIVEWAY STANDARDS.
- CONSTRUCTION OF ALL UTILITIES TO BE DEDICATED TO THE PUBLIC SHALL BE PERFORMED PER THE REQUIREMENTS OF THE ATASCOSA COUNTY COMMERCIAL DRIVEWAY STANDARDS.
- CONTRACTOR SHALL MAINTAIN A COPY OF ALL NECESSARY PERMITS ON THE JOBITE.
- MAJOR NECESSARY CONTRACTOR SHALL PROVIDE FOR BARRICADES AND TRAFFIC CONTROL DEVICES AS PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUD).
- AS APPLICABLE, TREES ON SITE ARE TO REMAIN IN UNIMPAIRED CONDITION UNLESS REMOVAL OR PRUNING IS IDENTIFIED ON THE PLANS OR OTHERWISE SPECIFIED. REMOVAL OR PRUNING SHALL BE DONE IN ACCORDANCE WITH THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUD).
- UNLESS OTHERWISE SPECIFIED, THE FOLLOWING STATEMENT SHALL APPLY TO ALL UTILITIES: CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL UTILITIES.
- ALL UTILITIES SHALL BE PROTECTED AND PRESERVED. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR SHIELDING ALL EXISTING AREAS TO PREVENT FLOODING OR DAMAGE TO SURFACE DRAINAGE.
- CONTRACTOR SHALL PROVIDE DESIGN CONTROL MEASURES AS NECESSARY TO PREVENT DAMAGE TO ADJACENT PROPERTIES AND TO CONFORM WITH LOCAL JURISDICTIONAL AUTHORITY REQUIREMENTS.
- MAJOR PROJECTS CONTRACTOR SHALL MAINTAIN A COPY OF ALL NECESSARY PERMITS ON THE JOBITE.
- CONTRACTOR AND/OR CONTRACTOR'S INDEPENDENT RETAINED CONSULTANT, IF ANY, SHALL REVIEW THESE PLANS AND AVAILABLE GEOTECHNICAL INFORMATION AND/OR DOCUMENTS. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL UTILITIES.
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- CONTRACTOR IS RESPONSIBLE FOR REMOVAL OF ALL WASTE MATERIALS UPON COMPLETION.

PAVEMENT NOTES

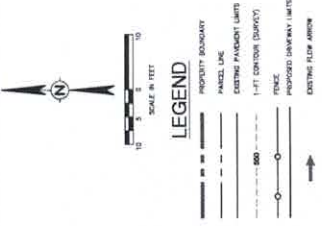
- ALL WORK WITHIN STATE COUNTY AND/OR CITY RIGHT-OF-WAYS SHALL BE PERFORMED IN ACCORDANCE WITH EACH ENTITY'S GOVERNING RULES AND STANDARDS. CONTRACTOR SHALL MAINTAIN A COPY OF ALL NECESSARY PERMITS ON THE JOBITE.
- UNLESS OTHERWISE SPECIFIED, THE FOLLOWING STATEMENT SHALL APPLY TO ALL UTILITIES: CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL UTILITIES.
- PAVEMENT SURFACES SHALL BE STRIPPED OF VEGETATION, LOOSE TOPSOIL, AND PAVEMENT MATERIALS IN THE PROJECT AREA. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION AND PRESERVATION OF ALL UTILITIES.
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NO.	DATE	DESCRIPTION
1	11-4-2024	ISSUED FOR PERMIT

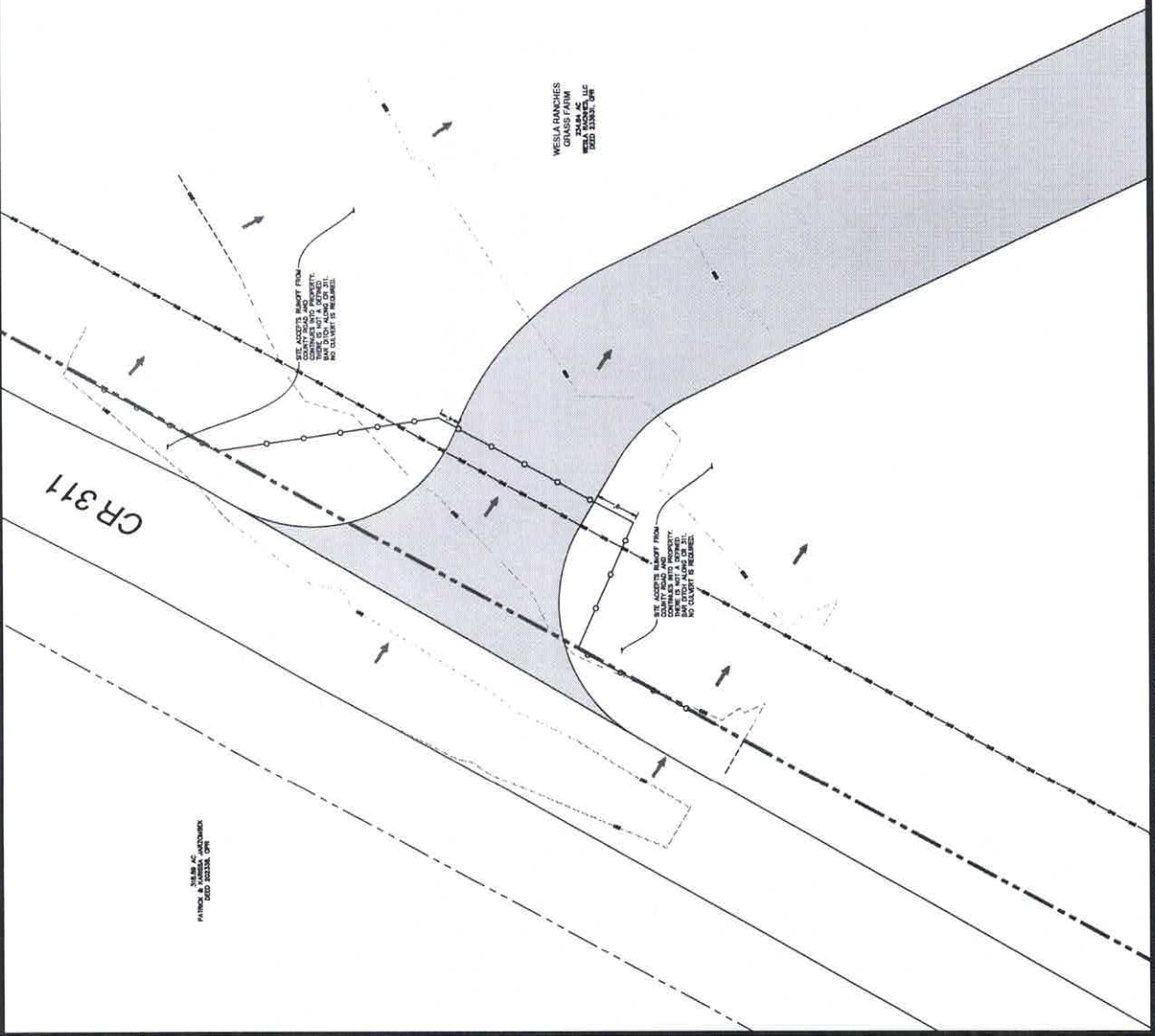
DATE	NO. 102
DATE	NO. 102
DATE	NO. 102
DATE	NO. 102

C2.0



GENERAL NOTES:

- THE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL EXISTING UTILITIES AND RECORD THEM ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FOR CONSTRUCTION OF THE DRIVEWAY.
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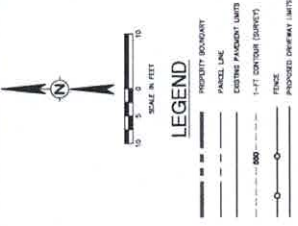


NO.	DATE	DESCRIPTION
1	11/15/2025	DRIVEWAY PLAN

NO.	DATE	DESCRIPTION
1	11/15/2025	DRIVEWAY PLAN

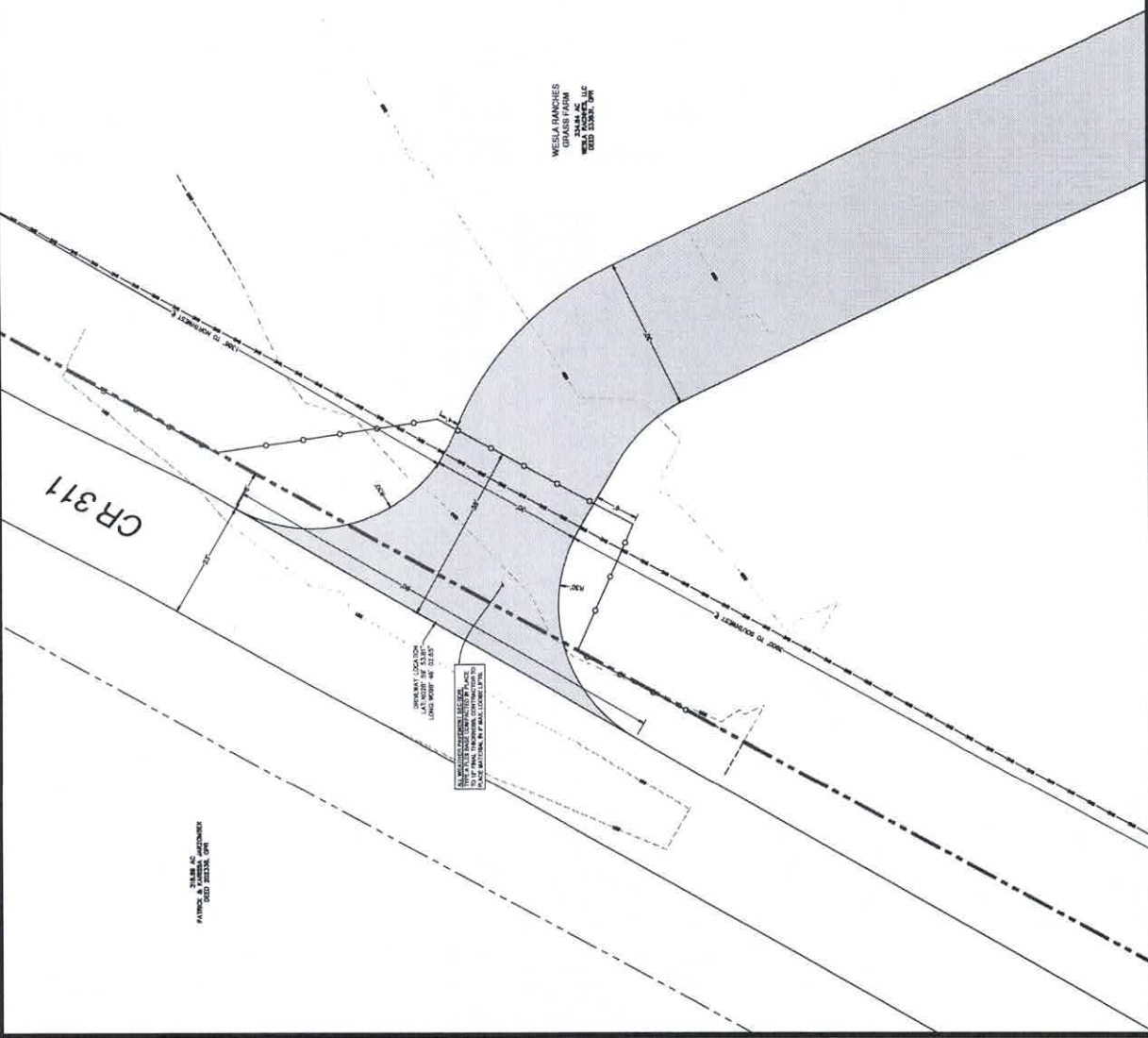
C3.0

PERMIT SET: 11-4-2024



SPECIAL NOTES:

- THE CONTRACTOR SHALL VERIFY THE NUMBER OF ANY EXISTING UTILITY LINES ARE SHOWN ON THESE PLANS. THE CONTRACTOR SHALL VERIFY ALL UTILITIES PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES AND UTILITIES SHALL BE SHOWN ON THESE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UTILITIES AND UTILITIES SHALL BE SHOWN ON THESE PLANS.
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WESLA RANCHES
UNITS 1 & 2
24.44 AC
24.44 AC
24.44 AC

CR 311

DRIVEWAY LOCATION
LAT: 30.00000000
LONG: 97.00000000
ELEV: 100.00000000
UTM ZONE: 18Q
UTM X: 1000000.0000
UTM Y: 1000000.0000
UTM Z: 1000000.0000

WESLA RANCHES
UNITS 1 & 2
24.44 AC
24.44 AC
24.44 AC



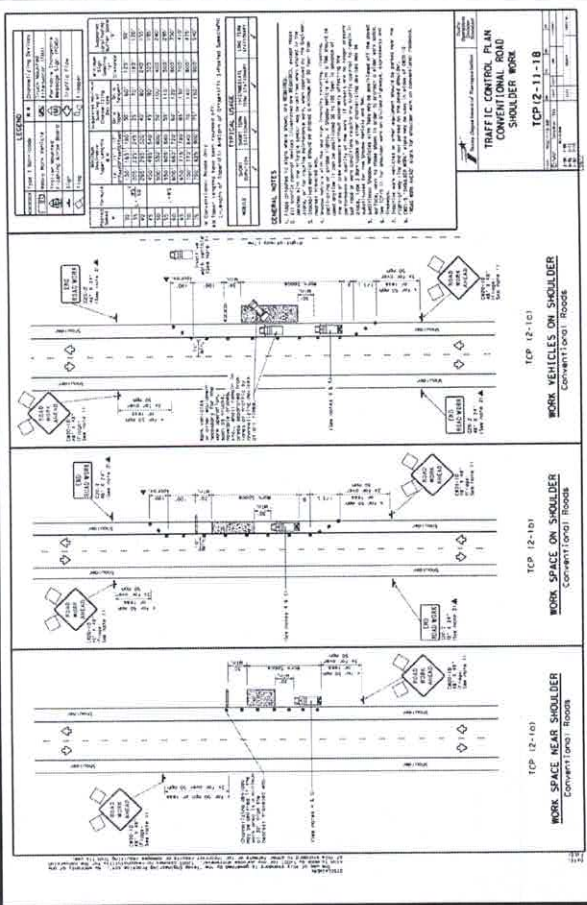
NO.	DATE	REVISION
1	01/15/2024	ISSUED FOR PERMIT
2	02/01/2024	REVISED TO ADD TYPING
3	02/15/2024	REVISED TO ADD TYPING
4	03/01/2024	REVISED TO ADD TYPING
5	03/15/2024	REVISED TO ADD TYPING
6	04/01/2024	REVISED TO ADD TYPING
7	04/15/2024	REVISED TO ADD TYPING
8	05/01/2024	REVISED TO ADD TYPING
9	05/15/2024	REVISED TO ADD TYPING
10	06/01/2024	REVISED TO ADD TYPING

WESLA RANCHES, LLC
 ATASCOSA COUNTY, TEXAS
 DRIVEWAY PLAN
 COMMERCIAL DRIVEWAY PERMIT CONSTRUCTION PLANS

NO.	DATE	REVISION
1	01/15/2024	ISSUED FOR PERMIT
2	02/01/2024	REVISED TO ADD TYPING
3	02/15/2024	REVISED TO ADD TYPING
4	03/01/2024	REVISED TO ADD TYPING
5	03/15/2024	REVISED TO ADD TYPING
6	04/01/2024	REVISED TO ADD TYPING
7	04/15/2024	REVISED TO ADD TYPING
8	05/01/2024	REVISED TO ADD TYPING
9	05/15/2024	REVISED TO ADD TYPING
10	06/01/2024	REVISED TO ADD TYPING

C4.0

PERMIT SET: 11-4-2024



AGENDA REQUEST (GENERAL)

Agenda Item 10.

Meeting Date: 11/12/2024

Item Title:

Submitted For: Mark Gillespie, Commissioner, Pct. 1

Discuss and/or take appropriate action concerning:

Comm Gillespie: Discuss and/or take appropriate action to approve the 2025 Atascosa County Holiday schedule.

ATTACHMENTS

Information

Atascosa County 2025 Holiday Schedule

Wednesday January 1, 2025	New Years
Monday January 20, 2025	Martin Luther King
Monday February 17, 2025	Presidents Day
Friday April 18, 2025	Good Friday
Monday May 26, 2025	Memorial Day
Thursday June 19, 2025	Juneteenth
Friday July 4, 2025	4 th of July
Monday September 1, 2025	Labor Day
Monday October 13, 2025	Columbus Day
Tuesday November 11, 2025	Veterans Day
Wed, Thu, Fri. November 26-28, 2025	Thanksgiving
Wed, Thu, Fri December 24-26, 2025	Christmas Day

AGENDA REQUEST (GENERAL)

Agenda Item 11.

Meeting Date: 11/12/2024
Item Title: Road Bore
Submitted For: Eliseo Perez, Commissioner, Pct. 3

Discuss and/or take appropriate action concerning:

Comm.Perez: Discuss and/or take appropriate action concerning a road bore approximately 3/4 of a mile south of Sand Branch road on Whitley road. The road bore will be done by property owner Gary Fritz and will be used to run a fresh water line from his property on the south side of Whitley road to his property on the north side of Whitley road. The road bore will be four feet deep and the water line will be enclosed in a steel casing.

ATTACHMENTS

Permit

UNITED STATES POSTAL SERVICE®

POSTAL MONEY ORDER

Serial Number **29213434361**

Amount **\$500.00**

Pay to **Atascosa County**

Address **Atascosa County**

Memo **boring permits**

From **Gary & April Fritz**

Address **PO Box 8**

Bigfoot, TX 78005

SEE REVERSE WARNING • NEGOTIABLE ONLY IN THE U.S. AND POSSESSIONS

29213434361

Laura Pawelek
COUNTY TREASURER
1 COURTHOUSE CIRCLE SUITE
JOURDANTON, TX 78026

TREASURER'S RECEIPT
ATASCOSA COUNTY

RECEIPT NUMBER 252
ENTRY DATE 10/29/2024

RECEIVED FROM: PCT ROAD BORE PERMITS		SOURCE OF FUNDS / NOTES: PCT 3 PIPELINE CROSSING PERMIT Gary & APRIL FRITZ		RECEIPT DATE 10/29/2024 Received By: Letty Olivarri	
PAYMENT TYPE	AMOUNT	ACCOUNT #	DESCRIPTION	SUBCODE SC DESCRIPTION	AMOUNT
Money Order 29213434	500.00	2003.0320.3050	ROAD BORE PERMITS		500.00

**FEE PAYMENTS ARE
NON-REFUNDABLE**

AUTHORIZED SIGNATURE:

[Signature]

TOTAL

500.00

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

BASIC INFORMATION: Find attached an application for pipeline permit to cross county roads in Atascosa County. 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 application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

The fully executed application 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 Commissioner's Court Meeting. Contact this 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 crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk. **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 fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

THERE IS ALSO A 90 DAY TERM OF CONTRACT ON THE APPLICATION 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 RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.

FEE SCHEDULE:

APPLICATION FEE: \$500.00

COST PER YARD OR ANY PART THEREOF OF A CROSSING EXCEEDING 50 FEET: \$32.00

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

____ ORIGINAL APPLICATION ____ AMENDMENT ____ 6 MONTH EXTENSION

ON THIS THE 28 day of October, 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 28 day of October, 2024 A.D.

After approval the fully executed permit should be returned to:

Gary & April Fritz
PO Box 8
Bigfoot, TX 78005

By: Gary & April Fritz
Company Apex Mining

CORPORATE ACKNOWLEDGMENT

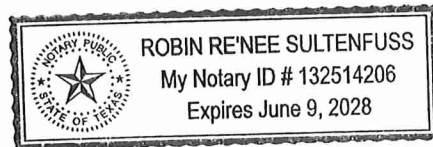
THE STATE OF TEXAS

COUNTY OF Medina

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared April Fritz 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 April Fritz, 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 28 day of October, 2024, A.D.

Robin Re'Nee Sultenfuss
Notary Public in and for Medina
County, Texas
Commission expires: 06-09-2028



*****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____



MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

Comes now _____, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

Whereas Payor is extensively utilizing the roads of Atascosa County, Texas, for the economic benefit of Payor; and

Whereas Atascosa County is a political subdivision of the State of Texas which maintains certain roads within Atascosa County; and

Whereas Atascosa County has limited resources for the maintenance of such roads; and

Whereas Atascosa County is authorized to act and does act by and through the Commissioners Court of Atascosa County, pursuant to V.T.C.A. Local Government Code Section 81.032 and V.T.C.A., Transportation Code Section 252.214 to accept donations of property or funds.

THEREFORE:

Payor does hereby pay and transfer to Atascosa County the materials and/or funds described below:

It is the expectation of the Payor that the materials and/or funds donated to Atascosa County will be used for the repair, maintenance and upgrade of roads or facilities described below; however, Atascosa County makes no specific warranty for the use of the funds or materials paid:

Materials and/or funds paid are not subject to return to the Payor by Atascosa County.

For a payment to be accepted, such payment, subsequent to being offered, must be accepted and approved by the Commissioners Court of Atascosa County in an open session of the Commissioners Court of Atascosa County.

Said funds shall be paid to the County for disbursement pursuant to any conditions delineated or approved by the Commissioners Court.

Payor, by executing this Memorandum of Payment For Damages to Atascosa County agrees and understands that this document contains all terms of the donation and this is not a contract or a settlement.

Printed Name of Payor (If Company or Business Entity)

Printed Name of Payor's Authorized Agent

Signature of Payor or Payor's Authorized Agent

Date

Approved and Accepted by:
Commissioners Court

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

Eliseo Perez, Commissioner Pct3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND _____**

On this the ____ day of _____, _____, Atascosa County, herein known as
"County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and

herein known as _____,
address _____,
for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, _____, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, _____, agrees to repair damage to the following roads _____, in Commissioner Precinct No. _____.
4. The County and _____ agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After _____ the _____ overweight _____ traffic _____ stops, _____, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. _____, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

Signature

Date

Signature

Date

Printed Name

Atascosa County Commissioner, Precinct No. _____

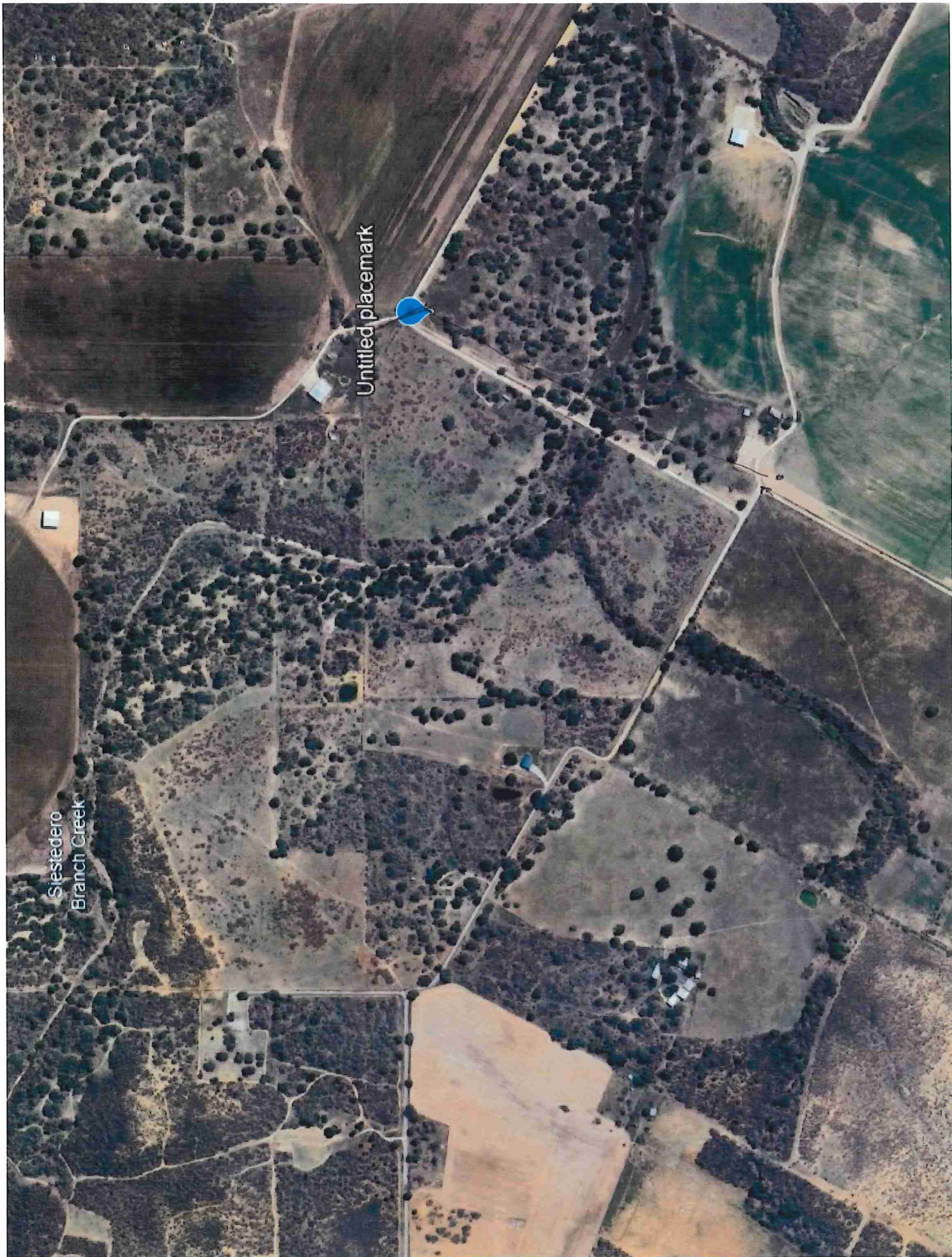
Signature of Commissioner

Date

ATTEST:

Theresa Carrasco, County

By: _____ Deputy
Clerk



AGENDA REQUEST (GENERAL)

Agenda Item 12.

Meeting Date: 11/12/2024

Item Title:

Submitted For: Kennard Riley, Commissioner, Pct. 4

Discuss and/or take appropriate action concerning:

Comm. Riley: Discuss and/or take appropriate action for a 10" lay flat line permit for Camino Real Mineral Company starting 1.72 miles North of FM 541 on CR419 and going through a culvert to the East side of the road and continuing 1.33 miles to Lucas Rd. Continuing on Lucas Rd. for 0.62 miles. Then to Trey's Crk. Rd. for 0.7 miles to private property. A check in the amount of \$3,000.00 has been turned into the Atascosa County Treasurers' Office.

ATTACHMENTS

Permit

Laura Pawelek
COUNTY TREASURER
1 COURTHOUSE CIRCLE SUITE
JOURDANTON, TX 78026

TREASURER'S RECEIPT

ATASCOSA COUNTY

RECEIPT NUMBER 319
ENTRY DATE 10/31/2024

RECEIVED FROM: CAMINO REAL MINERAL COMPANY 8700 CROWNHILL BLVD STE 504 SAN ANTONIO, TX 78209	SOURCE OF FUNDS / NOTES: TEMP WATER LINE RIGHT OF WAY PERMIT BLACKHILL PILLAR EFS LLC RAMSY JOHNSON	RECEIPT DATE 10/31/2024 Received By: Letty Olivarri
---	---	--

PAYMENT TYPE	AMOUNT	ACCOUNT #	DESCRIPTION	SUBCODE	SC DESCRIPTION	AMOUNT
Check 6138	1,500.00	2004.0320.3050	ROAD BORE PERMITS			1,500.00
Check 6139	1,500.00	2004.0320.3050	ROAD BORE PERMITS			1,500.00
FEE PAYMENTS ARE NON-REFUNDABLE						

AUTHORIZED SIGNATURE:  TOTAL 3,000.00

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

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

35-1125/1130 6138

DATE 10/28/24

PAY TO THE ORDER OF Atascosa County \$ 1500.⁰⁰/₁₀₀

One Thousand Five Hundred DOLLARS

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

MEMO Blackhill 4K temp water #319

⑆113011258⑆ 0030104728⑈6138

Security features Details on back

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

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

35-1125/1130 6139

DATE 10/28/24

PAY TO THE ORDER OF Atascosa County \$ 1500.⁰⁰/₁₀₀

One Thousand Five Hundred DOLLARS

AmegyBank.

Security features Details on back



ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

COMES NOW Pillar EFS LLC (company name) (hereinafter "Company"), a Texas (state), _____ (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):

Starting 1.72 miles north of FM 541 on CR 419 and going through a culvert to the east side of the road and continuing 1.33 miles to Lucas Rd. Continuing on Lucas Rd. for 0.62 miles. Then to Trey's Crk. Rd for 0.7 miles to private property 10" lay flat line (plot attached)

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

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

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,

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 11/6/24 (mm/dd/yyyy) and complete such operations by 12/15/24 (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

Pillar EFS LLC

By: Ramsey Johnson

Title: Landman

Address: 712 Main St, Jourdanton TX 78026

Date: 10/24/24

CONTACT PERSON FOR COMPANY

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

Print name: Ramsey Johnson

Office Telephone: 832-721-6882

Cell Phone: " "

Email Address: ramseysjohnson@yahoo.com

Address: 712 Main St, St. 3

City, State, Zip: Jourdanton, 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.

Temporary water line

Write a description for your map.



Google Earth

Image © 2024 Airbus

AGENDA REQUEST (GENERAL)

Agenda Item 13.

Meeting Date: 11/12/2024

Item Title:

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 pipeline permit for Marthon Oil Company on CR 401 for 116 feet. A check in the amount of \$1,170.66 has been turned into the Atascosa County Treasurers' Office.

ATTACHMENTS


Information

Laura Pawelek
COUNTY TREASURER
1 COURTHOUSE CIRCLE SUITE
JOURDANTON, TX 78026

TREASURER'S RECEIPT

ATASCOSA COUNTY

RECEIPT NUMBER 212
ENTRY DATE 10/25/2024

RECEIVED FROM: MARATHON OIL COMPANY 990 TOWN AND COUNTRY BLVD HOUSTON, TX 77024		SOURCE OF FUNDS / NOTES: PIPE LINE PERMIT PCT 4		RECEIPT DATE 10/25/2024 Received By: Shirley Sanchez	
PAYMENT TYPE	AMOUNT	ACCOUNT #	DESCRIPTION	SUBCODE SC DESCRIPTION	AMOUNT
Check 1512536	1,170.66	2004.0320.3050	ROAD BORE PERMITS		1,170.66
AUTHORIZED SIGNATURE: 					TOTAL 1,170.66

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

BASIC INFORMATION: Find attached an application for pipeline permit to cross county roads in Atascosa County. 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 application needs to be signed, in the presence of a notary, and then submitted to Atascosa County Commissioners Court for approval.

The fully executed application 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 Commissioner's Court Meeting. Contact this 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 crossing. Additional fees may be required. See application for further information on fees. Fees can be paid and application/permit will be filed with the Atascosa County Clerk.
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 fully executed application.

NOTE: BE ADVISED THERE IS A PENALTY FOR INSTALLING A PIPELINE ACROSS A COUNTY ROAD WITHOUT OBTAINING A PERMIT.

CR 401

County Road

Commissioner Pct. No. 4

ATASCOSA COUNTY PIPELINE PERMIT

☒ ORIGINAL APPLICATION ☐ AMENDMENT ☐ 6 MONTH EXTENSION

ON THIS THE 7th day of October, 2024, A.D., the undersigned Marathon Oil EF LLC "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,

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

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 26 day of October, 2024 A.D.

After approval the fully executed permit should be returned to:

Marathon Oil EF LLC
990 Town and Country Blvd.
Houston, TX 77024

Marathon Oil EF LLC
Company

By: [Signature]

Agent on Behalf of Marathon Oil EF LLC

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Same Whitley 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 Marathon Oil EF 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.

ATASCOSA COUNTY, TEXAS

NE EDGE OF
COUNTY ROAD 401: LAT:28°48'12.03"
LON:98°07'24.28"
LAT:28.803343
LON:98.123410

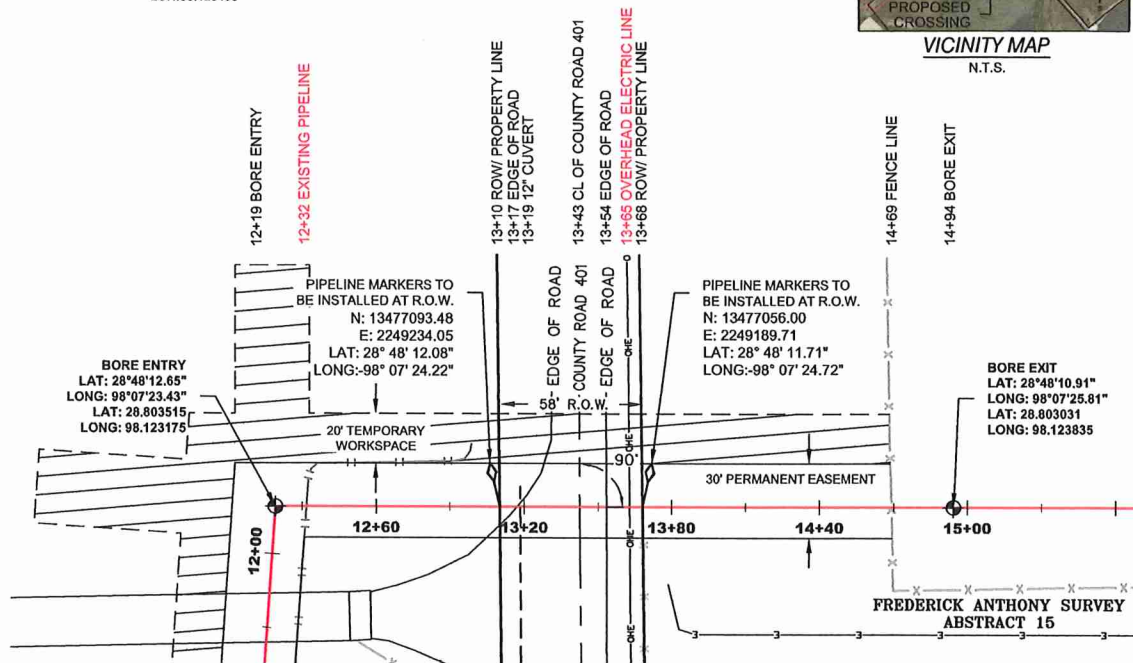
CL OF
COUNTY ROAD 401: LAT:28°48'11.87"
LON:98°07'24.50"
LAT:28.803298
LON:98.123471

SW EDGE OF
COUNTY ROAD 401: LAT:28°48'11.80"
LON:98°07'24.59"
LAT:28.803279
LON:98.123498



VICINITY MAP

N.T.S.



ATASCOSA COUNTY, TEXAS

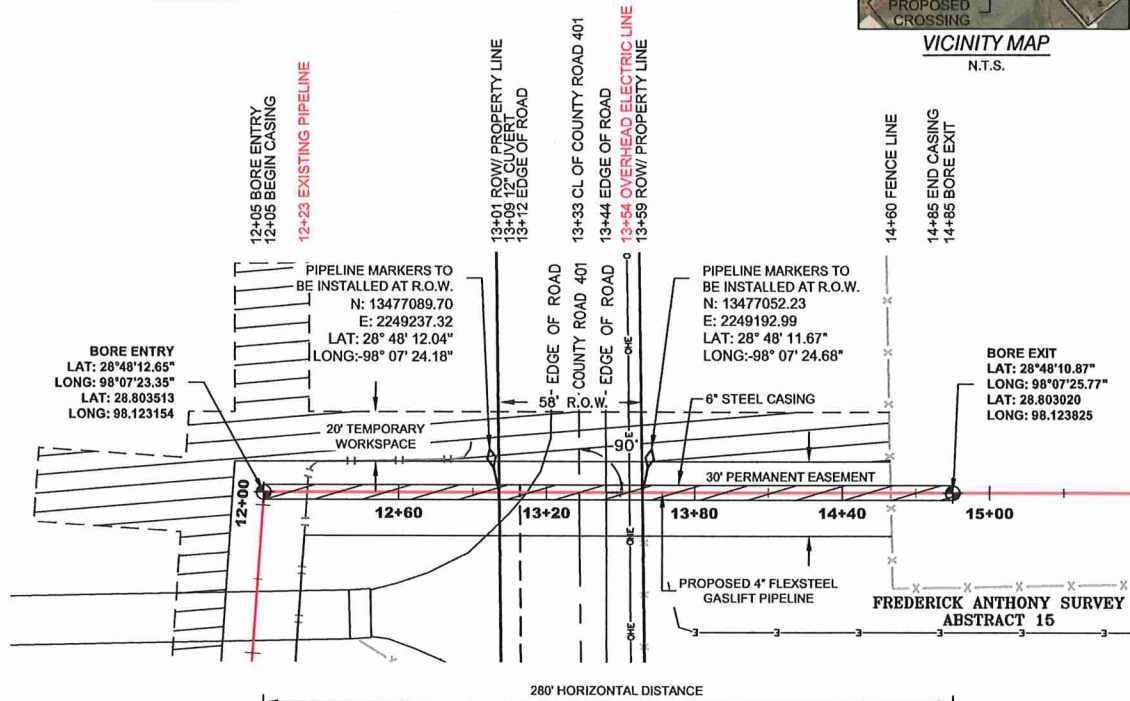
NE EDGE OF
COUNTY ROAD 401: LAT:28°48'11.97"
LON:98°07'24.28"
LAT:28.803325
LON:98.123410

CL OF
COUNTY ROAD 401: LAT:28°48'11.83"
LON:98°07'24.46"
LAT:28.803287
LON:98.123461

SW EDGE OF
COUNTY ROAD 401: LAT:28°48'11.77"
LON:98°07'24.55"
LAT:28.803268
LON:98.123467



VICINITY MAP
N.T.S.



CheckNo	CheckDate	Bank	BankNo	VendorNo	Marathon Oil Company 990 Town and Country Blvd. Houston, TX 77024	Direct Inquiries to: ACCOUNTS PAYABLE DEPARTMENT Accounts Payable Phone: 866-323-1836	Hndlg
1512536	10/08/2024	NCBAS	07780	1030262645			SA
Invoice Number	Inv Date	Document Number/Text			Gross Amount	Disc/WHTax	Net Amount
1024 AT117066	10/07/2024	1900001943			1,170.66	0.00	1,170.66
		Total				USD	1,170.66

Pct. 34
 Riley

AGENDA REQUEST (GENERAL)

Agenda Item 14.

Meeting Date: 11/12/2024

Item Title:

Submitted For: Kennard Riley, Commissioner, Pct. 4

Discuss and/or take appropriate action concerning:

Comm.Riley: Discuss and/or take appropriate action to approve 1-10" lay- flat water line for Select Water Solutions, LLC on CR 411 on the North side and travel East. The line will temporarily exit CR ROW, Cr 411 and then the line will re-enter CR ROW. The line will be on CR 410 on the West side and travel South. For a total of 5,770 feet. A check in the amount of \$1,000.00 has been turned into the Atascosa County Treasurers' Office.

ATTACHMENTS

Permit

Permit

Laura Pawelek

COUNTY TREASURER

1 COURTHOUSE CIRCLE SUITE

JOURDANTON, TX 78026

TREASURER'S RECEIPT

ATASCOSA COUNTY

RECEIPT NUMBER 448

ENTRY DATE 11/06/2024

RECEIVED FROM:

SELECT WATER SOLUTIONS LLC

1820 NORTH I 35

GAINESVILLE, TX 76240

SOURCE OF FUNDS / NOTES:

PCT #4 TEMP WATER LINE RIGHT OF WAY

CR 410 & 411

RECEIPT DATE

11/06/2024

Received By:

Letty Olivarri

PAYMENT TYPE	AMOUNT	ACCOUNT #	DESCRIPTION	SUBCODE	SC DESCRIPTION	AMOUNT
Check 259254	500.00	2004.0320.3050	ROAD BORE PERMITS			500.00

**FEE PAYMENTS ARE
NON-REFUNDABLE**

AUTHORIZED SIGNATURE:

TOTAL

500.00

THIS CHECK IS VOID WITHOUT A RED & BLUE BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Select Water Solutions, LLC
1820 N Interstate 35
Gainesville, TX 76240

Wells Fargo Bank, N.A.
56-382/412

259254

DATE 01/12/2024

AMOUNT \$*****500.00

PAY ****FIVE HUNDRED AND 0/100 US DOLLARS

TO THE ORDER OF ATASCOSA COUNTY
1 COURTHOUSE CIR DR STE 105
JOURDANTON, TX 78026
USA

448

Neil Dwyer

⑈ 259254⑈ ⑆041203824⑆ 9600168037⑈



ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

COMES NOW SELECT WATER SOLUTIONS, LLC (company name) (hereinafter "Company"), a
Texas (state), Corporation (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):

CR 410 & CR 411

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

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

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

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 11/6/2024 (mm/dd/yyyy) and complete such operations by 02/06/2025 (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

SELECT WATER SOLUTIONS, LLC

By: Mandy Cooley

A handwritten signature in black ink that reads "Mandy Cooley". The signature is written in a cursive style with a large, looping "M" and a long, sweeping underline.

Title: STR Administrative Assistant

Address: 1000 Central Parkway North, Suite 270
San Antonio, TX 78232

Date: November 4, 2024

CONTACT PERSON FOR COMPANY

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

Print name: Griffen Ray

Office Telephone: 210-491-1810

Cell Phone: 713-969-7676

Email Address: gray@selectwater.com

Address: 1000 Central Parkway North, Suite 270

City, State, Zip: San Antonio, TX 78232

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

EXHIBIT "A"

Layout Specifics: (1) 10" Lay Flat Line will Enter CR ROW at (28.709826°/-98.216732°). The Line will Enter from private property and on to CR 411 on the North side and travel East for **4,759 feet**. The Line will temporarily Exit CR ROW, CR 411. The Line will Re-Enter CR ROW at (28.752235°/-98.191687°). The Line will be on CR 410 on the West side and travel South for **562 feet**. The Line will pass through a **79 feet** Culvert at (28.751066°/-98.190565°). The Line will be on the East side of CR 410 and travel North for **370 feet**.

In Total the line will be in the County ROW for **5,770 feet**. Proper signage will be used, and flaggers will be placed to help maintain traffic control during the installation and removal of the line. Operator certifies that the use of the line is for freshwater operations and shall not be used for the transport of produced water. The water being moved through this line is fresh water. At no time will there be any pumps located in the County ROW. The line will be placed within three feet (3') of the County ROW line and held in place via stakes with protective covers. County ROW shall be mowed and maintained during installation and operation of the line and culverts will be cleaned to allow access and kept clear during occupancy. Any base material the waterline company places in the ROW to help with the driveway crossings MUST be immediately removed from the County ROW when the line is picked up. If a driveway has seal coat surface treatment (rock aggregate with oil mixture placed on it) or hot mix asphalt, the same kind of material must be used on that driveway to help with the waterline crossing. If the driveways have had those kinds of improvements made to them, then caliche/flex base cannot be used. If any damage is done to the driveways because of the temp waterline crossings, the temporary

Envirohose

About

resistant to weather, abrasion and cracking. With operating pressures up to 200 psi, and manufactured with NSF Standard 61 approved materials, EnviroHose offers the surest, most efficient means for critical fluid delivery and transport.

Benefits

- No-leak product significantly reduces water loss
- High-pressure rating allows for faster fluid delivery
- Increase overall cost-efficiency
- Highly resistant to hydrolysis, ozone, hydrocarbons and other chemicals.

Specs

Inside Diameter	Weight (lbs/ft)	Overall Wall Thickness	Cover Thickness	Working Pressure	Burst Pressure	S.F.
-----------------	-----------------	------------------------	-----------------	------------------	----------------	------



CERTIFICATE OF LIABILITY INSURANCE

6/30/2025

DATE (MM/DD/YYYY)

6/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-720-5563	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED 1507977 Select Water Solutions, LLC 1820 North I-35 Gainesville TX 76240	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A : Underwriters at Lloyds London	
	15642	
	INSURER B : National Union Fire Ins Co Pitts. PA	
19445		
INSURER C : --- SEE ATTACHMENT ---		
INSURER D : AIU Insurance Company		
19399		
INSURER E : Lloyds of London		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 19367027

REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	N	N	B0507E12400305	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Sudden/Acc Pollution						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						\$

Attachment Code: D649891 Master ID: 1507977, Certificate ID: 19367027

Umbrella/Excess Policies

Carrier: Trisura Specialty Ins Co/Sutton Specialty Ins Co
Policy#: AESIR-139-AEFF-SWS-01-2024
Limit: \$5,000,000

Carrier: Underwriters at Lloyd's of London
Policy#: B0507EI2400303
Limit: \$5,000,000

Carrier: Westchester Surplus Lines Ins Co
Policy# G48660873 001
Limit: \$5,000,000

Carrier: Underwriters at Lloyd's of London
Policy#: B0507EI2400304
Limit: \$5,000,000
(Excess of Auto Only)

Carrier: Underwriters at Lloyd's of London

Attachment Code: D607356 Master ID: 1507977, Certificate ID: 19367027

Dishon Disposal, LLC

Buckhorn Energy Oaks Disposal Services, LLC

Trinity Acquisition, LLC

Trinity Environmental Brokerage, LLC

Trinity Environmental Logistics, LLC

Trinity Environmental SWD I, LLC

Trinity Environmental Services I, LLC

Trinity Environmental Management, LLC

Oak's Disposal Services, LLC

Bobcat North Lima, LLC

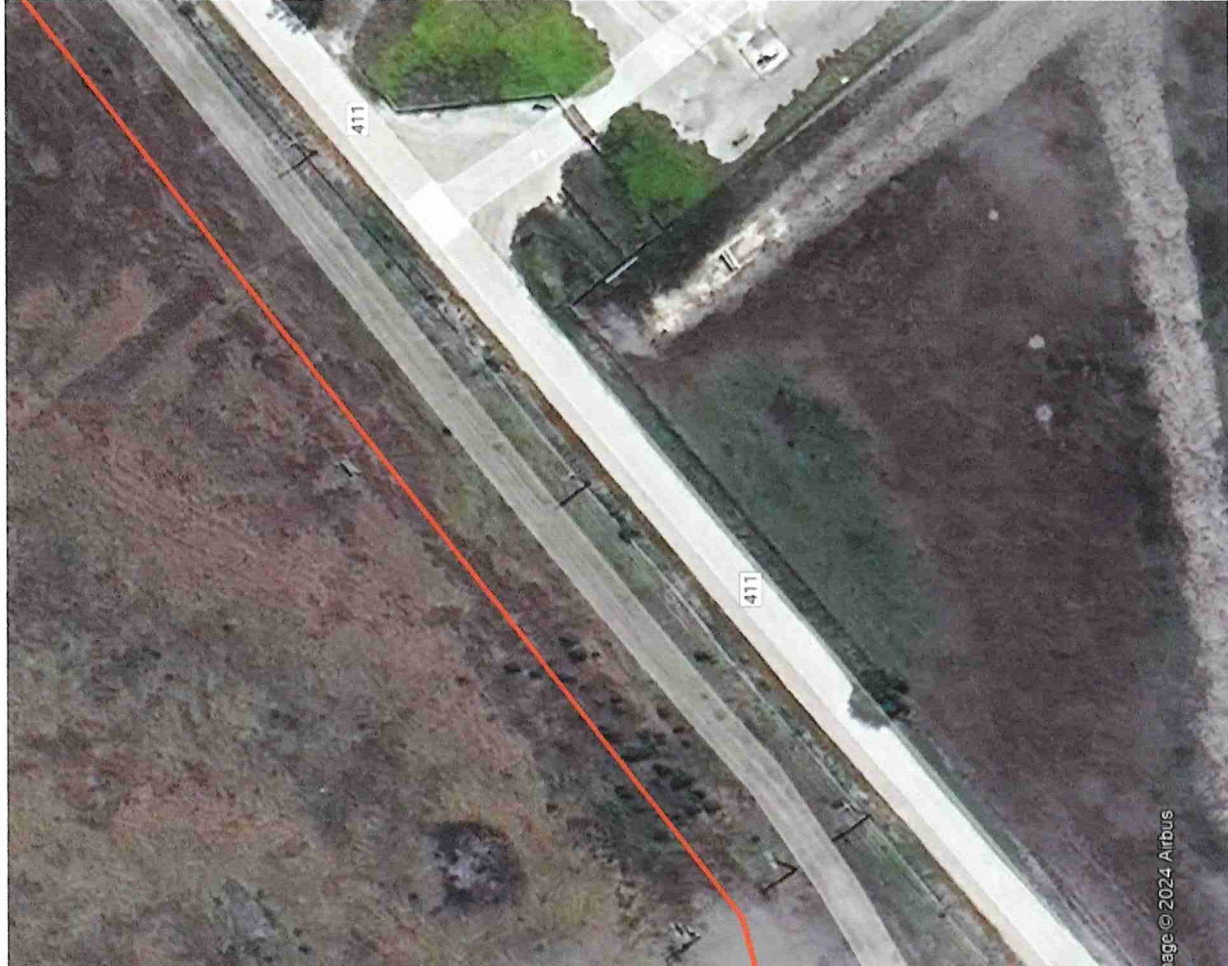
Bobcat Hubbard, LLC

EWS #1 DJ Basin, LLC

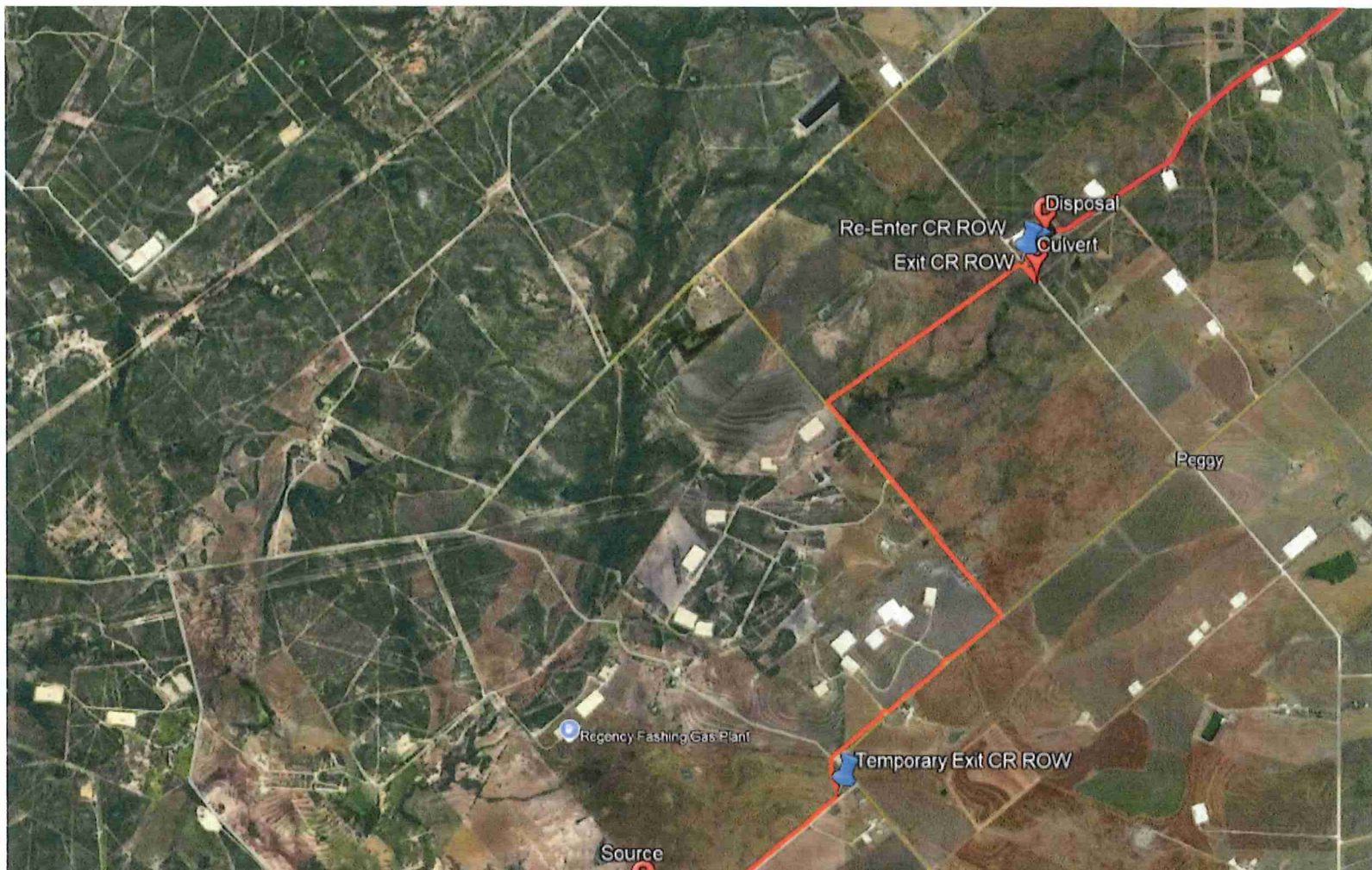
EWS #8 DJ Basin, LLC

Named Insured List

SES Legacy Holdings, LLC
Select Energy Services, Inc.
Select Energy Services, LLC
SES Holdings, LLC
Select Water Solutions, Inc.
Select Water Solutions, LLC
Select Chemistry, LLC
Select Agua Libre Midstream, LLC
Select Water Reuse, LLC
Select Water Reuse
Crescent Services, LLC Rockwater Northeast
Complete Energy Services, LLC
Benchmark Distribution Services, LLC dba Rockwater Energy Solutions, Inc.
Peak Oilfield Services, LLC
Peak Rentals, LLC
Rockwater Mid-Con, LLC
Rockwater Energy Solutions North Dakota, Inc.
Rockwater West Texas, LLC
Rockwater Energy Solutions, LLC
Tidal Logistics, Inc.
Boothe SWD







Disposal

Re-Enter CR ROW

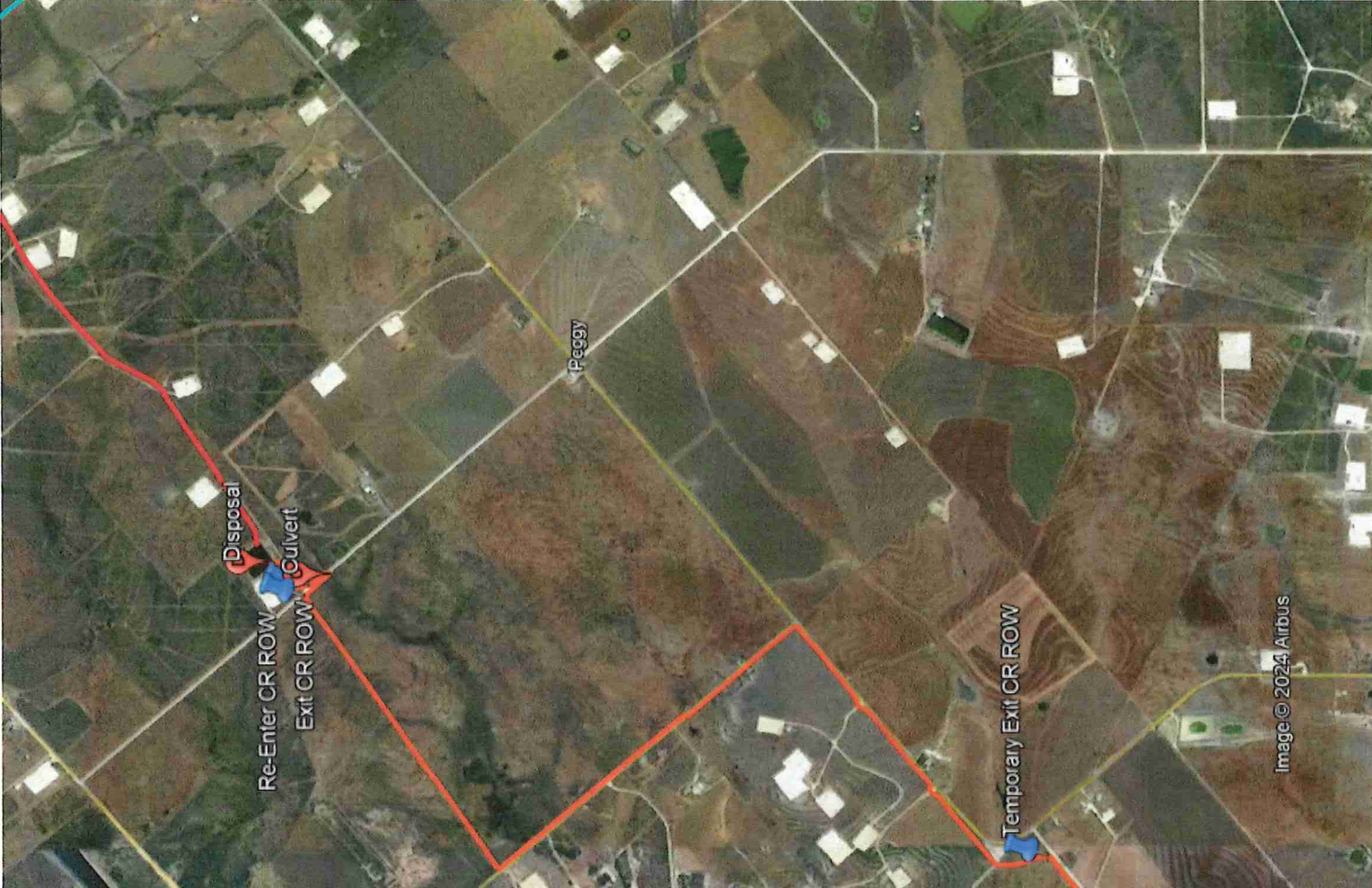
Exit CR ROW

Culvert

Peggy

Temporary Exit CR ROW

Image © 2024 Airbus





Laura Pawelek

COUNTY TREASURER

1 COURTHOUSE CIRCLE SUITE

JOURDANTON, TX 78026

TREASURER'S RECEIPT

ATASCOSA COUNTY

RECEIPT NUMBER 511

ENTRY DATE 11/08/2024

RECEIVED FROM:

SELECT WATER SOLUTIONS LLC

1820 NORTH I 35

GAINESVILLE, TX 76240

SOURCE OF FUNDS / NOTES:

CR 410 & CR 411

PCT 4

RECEIPT DATE

11/08/2024

Received By:

Letty Olivarri

PAYMENT TYPE	AMOUNT	ACCOUNT #	DESCRIPTION	SUBCODE	SC DESCRIPTION	AMOUNT
Check 5568454	500.00	2004.0320.3050	ROAD BORE PERMITS			500.00

**FEE PAYMENTS ARE
NON-REFUNDABLE**

AUTHORIZED SIGNATURE:

Letty Olivarri

TOTAL

500.00

AGENDA REQUEST (GENERAL)

Agenda Item 15.

Meeting Date: 11/12/2024

Item Title:

Submitted For: Kennard Riley, Commissioner, Pct. 4

Discuss and/or take appropriate action concerning:

Comm. Riley: Discuss and/or take appropriate action to approve 1-10" lay flat line for Select Water Solutions, LLC that will enter CR ROW. The line will enter from private property onto CR 407 for 17,213 feet. A check in the amount of \$2,000.00 has been turned into the Atacosa County Treasurers' Office.

ATTACHMENTS

Permit

Laura Pawelek

COUNTY TREASURER

1 COURTHOUSE CIRCLE SUITE

JOURDANTON, TX 78026

TREASURER'S RECEIPT

ATASCOSA COUNTY

RECEIPT NUMBER 447

ENTRY DATE 11/06/2024

RECEIVED FROM:

SELECT WATER SOLUTIONS LLC

1820 NORTH I 35

GAINESVILLE, TX 76240

SOURCE OF FUNDS / NOTES:

PCT #4 TEMP WATER LINE RIGHT OF WAY

RECEIPT DATE

11/06/2024

Received By:

Letty Olivarri

PAYMENT TYPE

AMOUNT

ACCOUNT

DESCRIPTION

SUBCODE SC DESCRIPTION

AMOUNT

Check 5567286

1,000.00

2004.0320.3050

ROAD BORE PERMITS

2,000.00

Check 5567480

1,000.00

**FEE PAYMENTS ARE
NON-REFUNDABLE**

AUTHORIZED SIGNATURE:

Letty Olivarri

TOTAL

2,000.00



PROSPERITY BANK®

Member FDIC

CASHIER'S CHECK

No.5567286

REMITTER: SELECT WATER SOLUTIONS LLC

AV 97

November 05, 2024

PAY TO THE ORDER OF: ATASCOSA COUNTY

\$1,000.00

**** ONE THOUSAND AND 00/100****

DOLLARS

TWO SIGNATURES REQUIRED

NOTICE TO CUSTOMERS
THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED
BEFORE THIS CHECK WILL BE REPLACED OR REFUNDED IN
THE EVENT IT IS LOST, MISPLACED OR STOLEN

#447

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

⑈5567286⑈ ⑆113122655⑆ 04131271⑈



PROSPERITY BANK®

Member FDIC

CASHIER'S CHECK

No.5567480

REMITTER: SELECT WATER SOLUTIONS LLC

97MT

November 05, 2024

PAY TO THE ORDER OF: ATASCOSA COUNTY

\$1,000.00

#447



ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF W

COMES NOW SELECT WATER SOLUTIONS, LLC (company name) (hereinafter "Company"), a
Texas (state), Corporation (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):

CR 407 & CR 401

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

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

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

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 11/07/2024 (mm/dd/yyyy) and complete such operations by 02/07/2025 (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

SELECT WATER SOLUTIONS< LLC

By: Mandy Cooley



Title: STR Administrative Assistant

Address: 1000 Central Parkway North, Suite 270
San Antonio, TX 78232

Date: November4, 2024

CONTACT PERSON FOR COMPANY

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

Print name: Mandy Cooley

Office Telephone: 210-491-1810

Cell Phone: 817-964-5311

Email Address: Mcooley@selectwater.com

Address: 1000 Central Parkway North, Suite 270

City, State, Zip: San Antonio, TX 78232

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

EXHIBIT "A"

Layout Specifics: (1) 10" Lay Flat Line will Enter CR ROW at (28.790878°/-98.163399°). The Line will Enter from private property onto CR 407 on the East side and travel North for **2,690 feet**. The Line will pass through an **86 feet** Culvert at (28.795641°/-98.156989°). The Line will be on the West side and travel North for **6,841 feet**. The Line will pass through a **55 feet** Culvert at (28.807902°/-98.140609°). The Line will be on the East side and travel North for **3,035 feet**. The Line will turn onto CR 401 and be on the West side and travel South for **4,506 feet**. The Line will Exit CR Row at (28.803535°/-98.123580°). The Line will Exit onto private property.

In Total the line will be in the County ROW for **17,213 feet**. Proper signage will be used, and flaggers will be placed to help maintain traffic control during the installation and removal of the line. Operator certifies that the use of the line is for freshwater operations and shall not be used for the transport of produced water. The water being moved through this line is fresh water. At no time will there be any pumps located in the County ROW. The line will be placed within three feet (3') of the County ROW line and held in place via stakes with protective covers. County ROW shall be mowed and maintained during installation and operation of the line and culverts will be cleaned to allow access and kept clear during occupancy. Any base material the waterline company places in the ROW to help with the driveway crossings **MUST** be immediately removed from the County ROW when the line is picked up. If a driveway has seal coat surface treatment (rock aggregate with oil mixture placed on it) or hot mix asphalt, the same kind of material must be used on that driveway to help with the waterline crossing. If the driveways have had those kinds of improvements made to them, then caliche/flex base cannot be used.

Envirohose

About

resistant to weather, abrasion and cracking. With operating pressures up to 200 psi, and manufactured with NSF Standard 61 approved materials, EnviroHose offers the surest, most efficient means for critical fluid delivery and transport.

Benefits

- No-leak product significantly reduces water loss
- High-pressure rating allows for faster fluid delivery
- Increase overall cost-efficiency
- Highly resistant to hydrolysis, ozone, hydrocarbons and other chemicals.

Specs

Inside Diameter	Weight (lbs/ft)	Overall Wall Thickness	Cover Thickness	Working Pressure	Burst Pressure	S.F.
8"	2.04	0.17"	0.5"	200 PSI	600 PSI	3
10"	2.55	0.17"	0.5"	200 PSI	450 PSI	2.25/1



CERTIFICATE OF LIABILITY INSURANCE

6/30/2025

DATE (MM/DD/YYYY)

6/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER LOCKTON COMPANIES 2100 ROSS AVENUE, SUITE 1400 DALLAS TX 75201 214-720-5563	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC #	
	INSURER A : Underwriters at Lloyds London 15642	
INSURED 1507977 Select Water Solutions, LLC 1820 North I-35 Gainesville TX 76240	INSURER B : National Union Fire Ins Co Pitts. PA 19445	
	INSURER C : --- SEE ATTACHMENT ---	
	INSURER D : AIU Insurance Company 19399	
	INSURER E : Lloyds of London	
	INSURER F :	

COVERAGES**CERTIFICATE NUMBER:** 19367027**REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	N	N	B0507EI2400305	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Sudden/Acc Pollution						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	OTHER:						
B	AUTOMOBILE LIABILITY	N	N	8682603	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED <input type="checkbox"/> SCHEDULED						BODILY INJURY (Per person) \$ XXXXXXXX

Named Insured List

SES Legacy Holdings, LLC
Select Energy Services, Inc.
Select Energy Services, LLC
SES Holdings, LLC
Select Water Solutions, Inc.
Select Water Solutions, LLC
Select Chemistry, LLC
Select Agua Libre Midstream, LLC
Select Water Reuse, LLC
Select Water Reuse
Crescent Services, LLC Rockwater Northeast
Complete Energy Services, LLC
Benchmark Distribution Services, LLC dba Rockwater Energy Solutions, Inc.
Peak Oilfield Services, LLC
Peak Rentals, LLC
Rockwater Mid-Con, LLC
Rockwater Energy Solutions North Dakota, Inc.
Rockwater West Texas, LLC
Rockwater Energy Solutions, LLC
Tidal Logistics, Inc.
Boothe SWD
Lone Star
dba International Western Company and Peak Oilfield Services, LLC

Attachment Code: D607356 Master ID: 1507977, Certificate ID: 19367027

Dishon Disposal, LLC

Buckhorn Energy Oaks Disposal Services, LLC

Trinity Acquisition, LLC

Trinity Environmental Brokerage, LLC

Trinity Environmental Logistics, LLC

Trinity Environmental SWD I, LLC

Trinity Environmental Services I, LLC

Trinity Environmental Management, LLC

Oak's Disposal Services, LLC

Bobcat North Lima, LLC

Bobcat Hubbard, LLC

EWS #1 DJ Basin, LLC

EWS #8 DJ Basin, LLC

Umbrella/Excess Policies

Carrier: Trisura Specialty Ins Co/Sutton Specialty Ins Co

Policy#: AESIR-139-AEFF-SWS-01-2024

Limit: \$5,000,000

Carrier: Underwriters at Lloyd's of London

Policy#: B0507EI2400303

Limit: \$5,000,000

Carrier: Westchester Surplus Lines Ins Co

Policy# G48660873 001

Limit: \$5,000,000

Carrier: Underwriters at Lloyd's of London

Policy#: B0507EI2400304

Limit: \$5,000,000

(Excess of Auto Only)

Carrier: Underwriters at Lloyd's of London

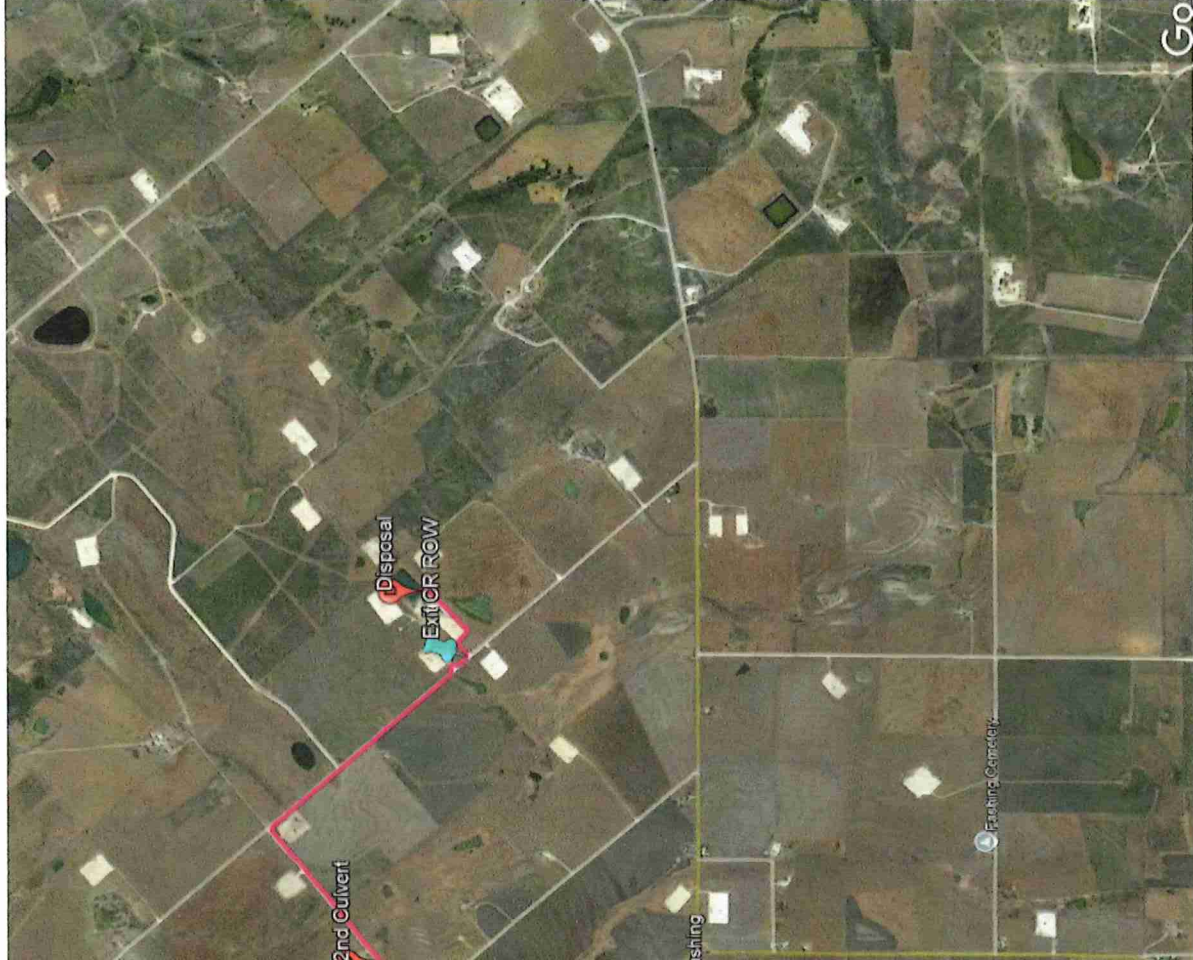
Policy#: B0507EI2400304

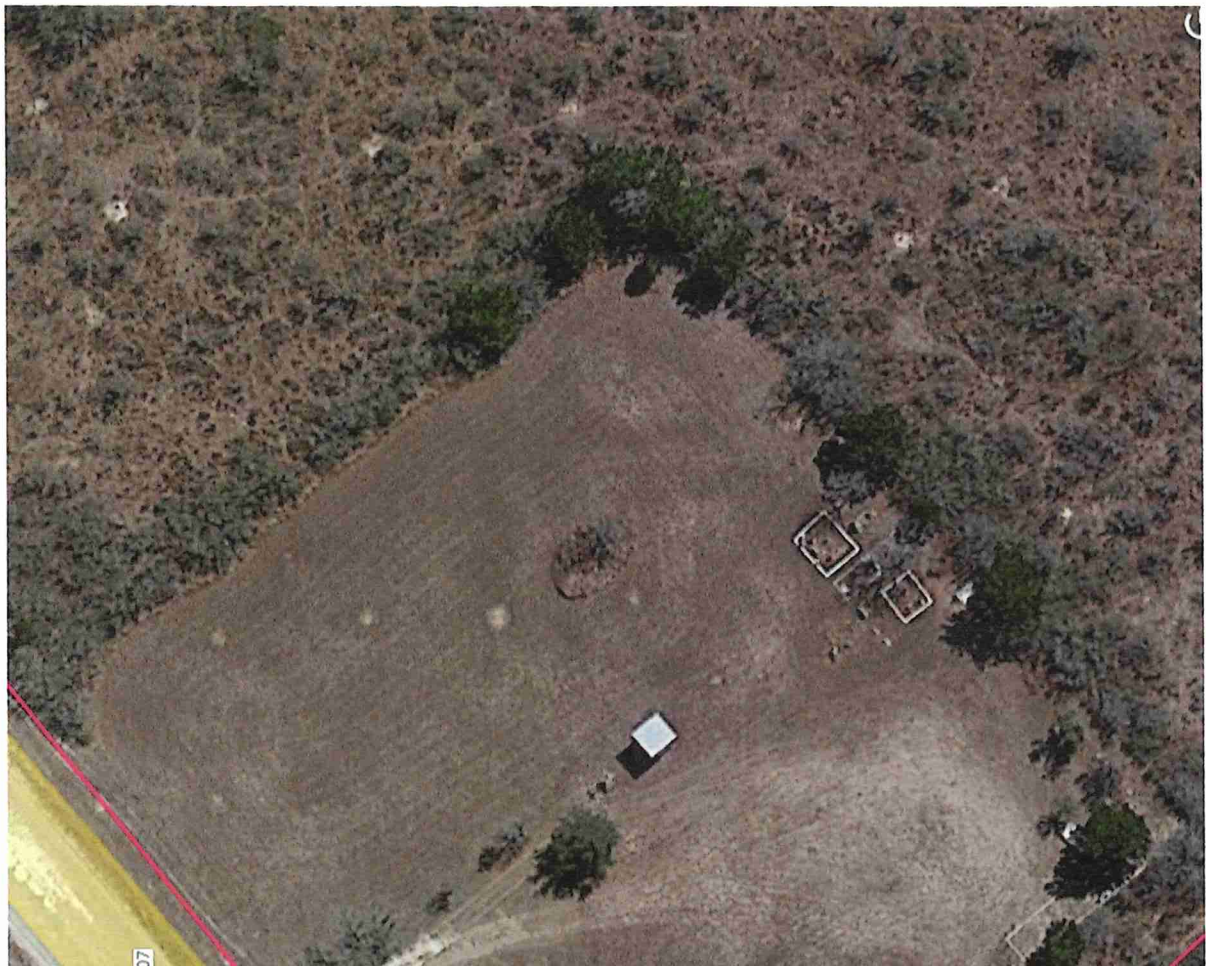
Limit: \$9,000,000



Google Earth

Imagery Date: 3/6/2022 Lat: 28.796387° Lon: -98.140753° elev: 446 ft eye alt: 27739

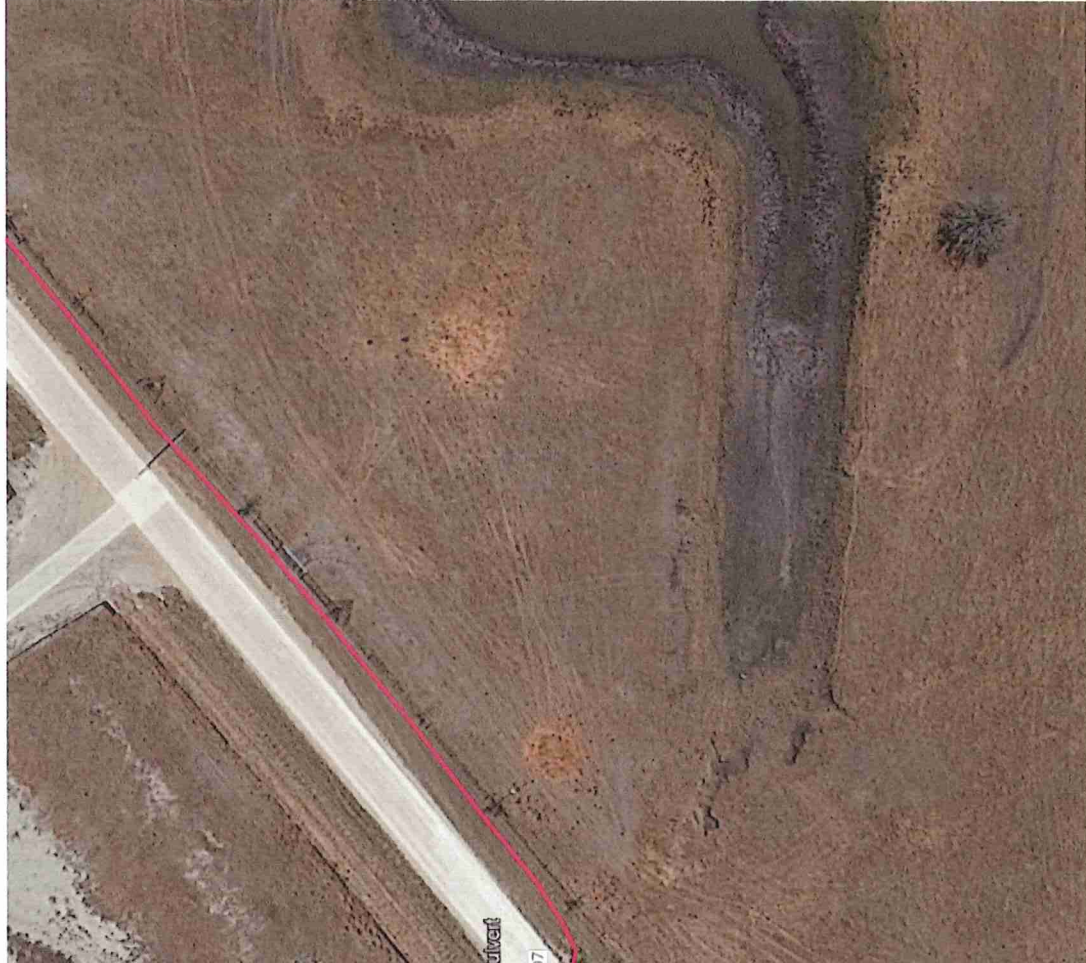






Good

1st Culvert





AGENDA REQUEST (GENERAL)

Agenda Item 16.

Meeting Date: 11/12/2024

Item Title:

Submitted For: Trent Rowell, Assistant County Attorney

Discuss and/or take appropriate action concerning:

Trent Rowell: Discuss and/or take appropriate action concerning:

Comm. Gillespie: A. Conduct a public hearing concerning posting " No Thru Truck" signs on N. US Highway 281 and Crane Rd., Interstate 37 South- bound access road and Crane Rd., Slomchinski Rd. and Yow Rd., Yow and Shiloh Rd. and Yow and Red Barn Rd., in Pct.1 Atascosa County, Texas, pursuant to Texas Transportation Code Section 251.152.

1. Open Public Hearing.
2. Close Public Hearing.

B. Discuss and/or take appropriate action concerning posting " No Thru Truck" signs on N. US Highway 281 and Crane Rd., Interstate 37 South- bound access road and Crane Rd., Slomchinski Rd. and Yow Rd., Yow and Shiloh Rd. and Yow and Red Barn Rd., in Pct.1 Atascosa County, Texas, pursuant to Texas Transportation Code Section 251.152.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 17.

Meeting Date: 11/12/2024

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve appointing Martin Gonzales as the 2025-2026 County Historical Commission (CHC) for Atascosa County.

AGENDA REQUEST (GENERAL)

Agenda Item 18.

Meeting Date: 11/12/2024

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve the contract with Langford Community Management Services for administrative and professional services related to the USDA Rural Development Community Facilities Grant, pending County Attorney approval, and authorize the County Judge to sign the contract.

ATTACHMENTS

Admin Services Contract Lanford USDA

ADMINISTRATION/PROFESSIONAL SERVICES CONTRACT

PART I AGREEMENT

THIS AGREEMENT, entered Into this 12th day of November 2024, by and between the **County of Atascosa**, hereinafter called the "County", acting herein by Weldon Cude, County Judge, hereunto duly authorized, and **LANGFORD COMMUNITY MANAGEMENT SERVICES, INC.**, hereinafter called the "Contractor", acting herein by Judy Langford, Owner.

WITNESSETH THAT:

WHEREAS, the County of Atascosa desires to implement the following: USDA Rural Development, Communities Facilities loan/grant to be funded by the USDA Rural Development (hereinafter called USDA); and

Whereas the County of Atascosa desires to engage Langford Community Management Services, Inc. to render certain professional/administration services in connection with this Project.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services - The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on November 12, 2024. In any event, all of the services required and performed hereunder shall be completed no later than two years after the contractual obligation for the funds from USDA or final close-out documentation received from USDA.
3. Local Program Liaison - For purposes of this Contract, the Owner, Judy Langford, or her authorized designee, will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - USDA and the County of Atascosa, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Contractor which are pertinent to this project award, in order to make audits, examinations, excerpts, and transcripts, and to close-out the County of Atascosa's contract with USDA.
5. Retention of Records - The County of Atascosa will maintain an original set of project records and the Contractor shall retain a duplicate set of all project records for three years after the County makes its final payment and all pending matters are closed.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder for the program administration and management of the project shall not exceed Six Percent (6%) of the total USDA-provided funding amount.

Payment to the Contractor shall be based on Part III - Payment Schedule of this Agreement.

7. Indemnification - The Contractor shall comply with the requirements of all applicable laws, rules, and regulations, and shall exonerate, indemnify, and hold harmless the County of Atascosa and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the USDA contract, and shall assume full responsibility for payments of Federal, State and local

taxes, contributions imposed or required under the Social Security worker's compensation and income tax laws.

8. Miscellaneous Provisions –

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Atascosa County, Texas.
- b. This Agreement shall be binding upon 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.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled. Venue for any such action is Atascosa County.
- e. This agreement may be amended by mutual agreement of the parties hereto and in writing to be attached to and incorporated into this agreement.

9. Extent of Agreement - This Agreement, which includes Parts I-IV, represents the entire and integrated agreement between the County of Atascosa and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both the County of Atascosa and Contractor.

IN WITNESS WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first written above.

County of Atascosa

Weldon Cude, County Judge

Langford Community Management Services, Inc.



Judy Langford, President/Owner

PART II - SCOPE OF SERVICES

The Contractor shall provide the following scope of services relative to Grant Project/Contract Administration:

1. PHASE I SERVICES - Prepare Communities Facilities (CF) Application

LCMS will prepare, and/or obtain, and compile the documents and exhibits that comprise the application package and will guide the County of Atascosa through the submission process. Services include:

- a. Gather data needed to complete the CF application through meetings with County Staff and Project Architect, if applicable.
- b. Coordinate timely submission of the completed application to the USDA.
- c. Assist the County with procurement of professional service providers needed for the formal application, if applicable.
- d. Coordinate the development/completion of the formal application with County Staff and the selected professional service providers.
- e. Coordinate timely submission of completed application to the USDA.

2. PHASE II SERVICES - General Administration / Program Management Services

LCMS will provide the program/project administration services needed to complete the project to include activities such as land and structure acquisition, site Infrastructure development, and construction or renovation.

A. Project Management

1. Develop a recordkeeping system consistent with program guidelines, including the establishment of a filing system.
2. Maintenance of filing system.
3. Provide general advice and technical assistance to the County of Atascosa personnel on implementation of project and regulatory matters.
4. Assist the County of Atascosa with completion of the necessary forms and procedures required for implementation of project.
5. Assist the County of Atascosa in meeting all special condition requirements that may be stipulated in the contract between the County and USDA.
6. Prepare and submit to USDA documentation necessary for amending the contract If necessary.
7. Conduct any required revisions of the environmental review document as a result of the USDA environmental review process or any comments received during the public review period.
8. Prepare and submit quarterly reports.
9. Prepare Financial Information Report for the County of Atascosa.

10. Assist in establishing procedures to document expenditures associated with local administration of the project.

11. Provide guidance and assistance to the County of Atascosa regarding acquisition of property (if applicable):

- Submit required reports concerning acquisition activities to USDA;
- Establish a separate acquisition file for each parcel of real property acquired;
- Determine necessary method(s) for acquiring real property;
- Prepare the necessary method(s) for acquiring real property;
- Prepare correspondence to the property owners for the County of Atascosa's signature to acquire the property or to secure an easement; and
- Assist the County in negotiation with property owner(s).

12. Serve as liaison for the County of Atascosa during any monitoring visit by staff representatives from USDA.

B. Financial Management Support

1. Assist the County in proving its ability to manage the grant funds to the state's audit division.
2. Assist the County in establishing and maintaining a bank account (Direct Deposit account) and/or separate local bank account, journals, and ledgers.
3. Assist the County in submitting the required Accounting System Certification letter, Direct Deposit Authorization Form (if applicable), and/or Depository/Authorized Signatory form to USDA.
4. Prepare all fund drawdowns on behalf of the County of Atascosa in order to ensure orderly, timely payments to all contracting parties within the allotted time period.
5. Review invoices received for payment and file backup documentation.
6. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

C. Environmental Review

1. Prepare the environmental assessment.
2. Coordinate environmental clearance procedures with other federal or state agencies and interested parties responsible for implementing applicable laws.
3. Document consideration of any public comments.
4. Prepare any required revision of the environmental review document as a result of the USDA environmental review process or comments received during the public review period.

5. Assist the County in the publication of any required public notices related to the environmental review process and will provide copies of all Publisher's Affidavits and newspaper tear sheets to USDA to ensure proper completion of the environmental review process.

D. Acquisition (if applicable)

1. Prepare required acquisition reports(s).
2. Obtain documentation of ownership for County-owned property and/or Right of Way (ROWs).
3. Maintain a separate file for each parcel of real property acquired.
4. Determine necessary method(s) for acquiring real property.
5. Prepare correspondence with property owners.
6. Assist the County in negotiations with property owner(s).
7. Prepare required acquisition reports and submit to USDA.

E. Construction Management Administration Oversight

1. Establish procedures to document expenditures associated with local construction/demolition of the project (if force account is applicable).
 - Assist the County in determining whether and/or what USDA contract activities will be carried out in whole or in part via force account labor.
 - Assist the County in maintaining adequate documentation of personnel, equipment, and materials expended/used and their costs.
2. Review advertisement for bids prior to submission to the newspaper to ensure that all wording required by USDA is included (DBE, EEO, Davis-Bacon).
3. Verify construction contractor eligibility with USDA through S.A.M. prior to contract award.
4. Review construction contracts to ensure that it contains all required USDA forms and documentation.
5. Verify that all documents are properly executed.
6. Verify that the Surety Company that issues the Performance and Payment Bonds is listed in Treasury Circular 570.
7. Attend the pre-construction conference, conducts the EEO, DBE, and Davis-Bacon Wage Rate portion of the meeting, and prepares minutes of the meeting.
8. Assist the County in the preparation of the Draw Requests.
9. Provide general advice and technical assistance to County personnel on implementation of project and regulatory matters.

F. Equal Opportunity

1. Assist the County In developing, implementing, and documenting activities to encourage DBE participation.
2. Provide guidance to the County regarding the DBE requirements and process to ensure complete compliance.

G. Audit/ Close-out Procedures

1. Assist the County in resolving any monitoring and audit findings.
2. Assist the County in resolving any third-party claims.

PART III - PAYMENT SCHEDULE

Phase 1 - \$0

The Phase I Services will be provided at \$0.

Phase 2 - 6.0% of funding

In the event of funding from the USDA, the County of Atascosa shall pay the Contractor 6.0% of the USDA-provided project funding amount for Phase II management administrative services provided in accordance with the milestone achievement detailed below in section B.

The Contractor will invoice the County of Atascosa on a regular basis, in accordance with the completion of project activities and achievement of milestones for "Admin" as detailed in Part III B - PROJECT ACTIVITIES & MILESTONES of this agreement. Invoices will be submitted by the 5th of each month to:

County of Atascosa

Atascosa County Courthouse

1 Courthouse Circle Dr.

Jourdanton, Texas 78026

Attention: Weldon Cude, County Judge

For approval and further processing for payment.

With required approval (s), the County of Atascosa will pay the Invoice within 30 days of submission to:

Langford Community Management Services, Inc.

9017 W. Hwy. 29 Suite 206

Liberty Hill, Texas 78642

A. PHASE II PROJECT ACTIVITIES & MILESTONES

Milestone Group	Task	Description	County	Engineer	Admin
1 15%	1	Attend/participate funding coordination meetings	X	X	X
	2	Establish filing structure for the County			X
	3	Submit P&S to USDA for approval before bidding		X	
2 25%	4	Pre-Bid Conference/Bid Opening	X	X	X
	5	Review for DBE Compliance (admin/engineering/construction)		X	X
	6	Review contract prior to execution to assure all funding agencies'	X	X	X
	7	Confirm surety is on US Treasury's Approved Sureties List (ad, bid tab, eng letter of recommendation, low bid proposal, bonds, DBE)		X	X
	8	Review Bid Documents for Inclusion of all necessary DBE, MBE/WBE requirements			X
	9	Attend Bid opening/Review of Bid Tabulation Sheet	X	X	X
3 30%	10	Review contract prior to award/execution for accuracy. Work with construction company on documentation			X
	11	Pre-Construction Meeting (USDA must be invited)	X	X	X
	12	Construction oversight/monitor progress, assure compliance with all funding agencies requirements	X	X	X
	13	Coordinate monthly or quarterly progress meetings			X
	14	Ensure USDA receives updated progress schedules and most recent outlay for monthly/quarterly progress meetings			X
	15	Prepare Outlay reports/vouchers (monthly)	X		X
	16	Davis Bacon/Labor Standards compliance - wage rate verification (prime & subs)			X
	17	Davis Bacon/Labor Standards compliance - on-site labor interviews (prime & subs)			X
	18	Davis Bacon/Labor Standards compliance - review weekly construction payrolls (prime & subs)			X
	19	File maintenance			X
	20	Review all change orders/pay applications as related to construction oversight job performance			X
	21	Review all change orders/pay applications for accuracy in preparing outlays and financial oversight		X	X
	22	Assure public awareness compliance			X
	23	Assure EEO/AA compliance			X
4 20%	24	Review for compliance with American Iron & Steel requirements			X
	25	General Contract Management including project budget, schedule & financial record-keeping			X
5	26	Construction Close-out		X	X

10%	27	Administrative Close-out			X
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PART IV - TERMS AND CONDITIONS

1. Termination for Cause.

If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County of Atascosa. In the event of termination of cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may offset the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the County of Atascosa.

The County may at any time and for any reason terminate Contractor's services and work at the County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities, and supplies in connection with the performance of this Agreement. Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs incurred by Contractor as are permitted by the prime contract and approved by the County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against the County for any additional compensation or damages In the event of such termination and payment.

3. Changes.

The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. Personnel.

a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County of Atascosa.

b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.

c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

5. Assignability.

The Contractor shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County of Atascosa thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

6. Reports and Information.

The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as It may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

7. Records and Audits.

The Contractor shall ensure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309 and this Agreement. The County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

8. Findings Confidential.

All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County unless required by law.

9. Copyright.

No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

10. Compliance with Local Laws.

The Contractor shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Contractor shall hold the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

11. Conflicts of Interest.

a. Governing Body. No member or the governing body of the County of Atascosa and no other officer, employee, or agent of the County of Atascosa, who exercises any functions or

responsibilities in connection with administration, construction, engineering, or implementation of the award between USDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering, or implementation of the award between USDA and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the award between USDA and the County of Atascosa or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between USDA and the County or in any business, entity, organization, or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

12. Debarment and Suspension (Executive Orders 12549 and 12689).

The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor. The Contractor understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

13. Equal Opportunity Clause.

During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

14. Civil Rights Act of 1964.

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

15. Section 504 Rehabilitation Act of 1973, as amended.

The Contractor agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.

16. Age Discrimination Act of 1975.

The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

AGENDA REQUEST (GENERAL)

Agenda Item 20.

Meeting Date: 11/12/2024

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to issue a one-time pay adjustment equal
Tracy Barrera: to one-week pay per employee for the transition from monthly to bi-weekly pay.
Laura Pawelek: