

ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS COURTROOM, SUITE 203
January 27, 2025
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. Linda Burris: Discuss and/or take appropriate action on the renewal of Property and
Judge Cude: Casualty insurance renewal effective February 1, 2025.
5. Mike Panza: Discuss and/or take appropriate action to accept 2 (two) Allmand Bros.
EMC: Night-Light Towers from EOG Resources. One each to the OEM and
Atascosa County Sheriffs Office SN# 2280PRO11 and 2281PR011.
6. Stephanie Brown: Discuss and/or take appropriate action concerning personnel:
Chief Public
Defender:
 - New Employee: Tracy Franklin
 - Position: Assistant Public Defender
 - Pay Rate: \$100,000.00 Annually
 - Salary Budget Area: 012-488-403
 - Start Date: February 3, 2025
 - Physical: pending
 - Drug Test: pending
7. Constable Rutherford Pct. 4 : Discuss and/or take appropriate action to approve the 2024 Racial
Profiling Report for the Constable Office Precinct 4

8. Cathy Seiter:
Elections
Administrator: Discuss and/or take appropriate action to approve the interlocal agreement for joint election services for contracting entities and the increase of fee amounts for the rental of election equipment to contracting entities.
9. Timothy
Gutierrez:
Detention
Superintendent: Discuss and/or take appropriate action concerning personnel:

| | |
|---------------------|--|
| New Employee: | Ralph Carl Ferry |
| Position: | Juvenile Supervision Officer (Tier II) |
| Pay Rate: | \$22.03 Hourly |
| Salary Budget Area: | 039-400-562 |
| Start Date: | 02/03/2025 |
| Physical: | Pending |
| Drug Test: | Pending |
10. Ronald Sanchez:
Fire Marshal: Discuss and/or take appropriate action to approve to adopt an order restricting outdoor burning (burn ban), effective on January 27, 2025, for the period of 90 days (until April 27, 2025) and allow the Fire Marshal to end the Burn Ban without returning to Commissioner's Court for approval when the Fire Marshal determines that the circumstances present in the unincorporated areas of the County no longer create a public safety hazard that would be exacerbated by outdoor burning.
11. Sheriff Guerra: Discuss and/or take appropriate action on the State of Texas CEO/Law Enforcement Certifications and Assurances Form. Sheriff Guerra asked the Commissioner's Court to accept and Judge Cude sign the State of Texas Head of Law Enforcement Agency form for newly elected Sheriff Jake Guerra
12. Sheriff Guerra: Presentation and Acceptance of the 2025-2026 for Operation Lone Star grant resolution Grant #5366001.
13. Sheriff Guerra: Discuss and/or take appropriate action on approval of the Retired Peace Officer's purchase of a duty weapon. In accordance with Texas Government Code 614.051 regarding the purchase of a firearm by an honorably retired peace officer, the Atascosa County Sheriff's Office respectfully requests that the Atascosa County Commissioner's Court approve the sale of a Glock model 22, Serial Number EBT294, to retired Deputy Sheriff Paul Schneider.

Deputy Sheriff Paul Schneider was commissioned by the Atascosa County Sheriff's Office and honorably retired on December 31, 2024. The firearm in question is not classified as a prohibited weapon under Section 46.05 of the Texas Penal Code. The cost of the weapon will be determined by the Commissioner's Court.
14. Sheriff Guerra: Discuss and/or take appropriate action concerning personnel:

| | |
|---------------------|---|
| Existing Employee: | John Strause |
| Position: | Sergeant Investigator |
| Pay Rate: | Tier 1: \$31.92 Hourly, 40 hr, \$120.00 Mo. Uniform |
| Salary Budget Area: | 012-440-410 |
| Start Date: | 02/02/2025 |
| Physical: | n/a |
| Drug Test: | n/a |
| Existing Employee: | Maribel Rico |
| Position: | Corrections Officers |
| Pay Rate: | Move to Tier 1: \$25.27 Hourly, \$120.00 Mo. Uniform, Continuing 1-Year Probation |
| Salary Budget Area: | 012-442-562 |
| Start Date: | 02/02/2025 |
| Physical: | n/a |
| Drug Test: | n/a |
| Existing Employee: | Isaac Oropeza |
| Position: | Corrections Officer |
| Pay Rate: | Move to Tier 1: \$25.27 Hourly, \$120.00 Mo. Uniform, Continuing 1-Year Agency Probation |
| Salary Budget Area: | 012-442-562 |
| Start Date: | 02/02/2025 |
| Physical: | n/a |
| Drug Test: | n/a |
| New Employee: | Alexis Hernandez |
| Position: | Deputy Sheriff |
| Pay Rate: | Tier 2: \$27.70 Hourly, 86 Fluctuating, \$120.00 Mo. Uniform, SB 22 Eligible, Incentive Pay, 90-Day County Probation, 1-Year Agency Probation |
| Salary Budget Area: | 012-440-410 |
| Start Date: | 02/03/2025 |
| Physical: | complete |
| Drug Test: | complete |
| New Employee: | Jesse Martinez |
| Position: | Courthouse Security |
| Pay Rate: | Tier 2: \$27.12 Hourly, 40 Hours, \$120.00 Mo. Uniform, SB 22 Eligible, Incentive Pay, 90-Day County Probation, 1-Year Agency Probation |
| Salary Budget Area: | 012-440-401 |
| Start Date: | 02/03/2025 |
| Physical: | complete |
| Drug Test: | complete |

15. Comm. Pawelek: Discuss and/or take appropriate action concerning personnel:
Existing Employee: Joe Zuliaca

| | |
|---------------------|---------------------|
| Position: | Road crew/ operator |
| Pay Rate: | \$24.23 hourly |
| Salary Budget Area: | 023-400-402 |
| Start Date: | 1/27/2025 |
| Physical: | N/A |
| Drug Test: | N/A |

16. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning the approval/denial of the Certificate of Exception for Liberation Ranches on Bruce Rd in Precinct 1.
17. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for OLNK Rivera LLC on County Road 329 in Precinct 3.
18. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the extension of the temporary water line permit for Select Water Solutions on County Road 401 and County Road 407. This extension will expire in May of 2025.
19. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the extension of the temporary water line permit for Select Water Solutions on County Road 410 and County Road 411. This extension will expire in May of 2025.
20. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the McCoy Water Supply Corporation Right-of-Way permit for a 4" waterline that will extend 750' down County Road 430 in Precinct 4.
21. Molly Solis: County Attorney: Discuss and/or take appropriate action concerning personnel:

| | |
|---------------------|--|
| New Employee: | Monica Guillen |
| Position: | Victim Assistance Coordinator |
| Pay Rate: | \$59,400.00 salary non-exempt annually; SB 22 Eligible; 90-day County probation; 180-day County Attorney's Office Probation Period |
| Salary Budget Area: | 012-404-405 |
| Start Date: | 02/03/2025 |
| Physical: | complete |
| Drug Test: | complete |
22. Tracy Barrera: County Auditor: Discuss and/or take appropriate action concerning approval of disbursement of pre-trial diversion funds as authorized by Art. 102.0121 of the Texas Code of Criminal Procedure and approval of a check to be written from the Pre-Trial Miscellaneous Fund line item 053-400-625, in the amount of \$10,500.00 for FY 2025 2nd quarter payment for services provided to Atascosa by the CSCD, as specified in the Interlocal Agreement. This has been reviewed and approved by the County Attorney, Molly Solis.
23. Judge Cude: Molly Solis: Discuss and/or take appropriate action to approve the Vehicle Lease agreement between Atascosa County and Constables Pct. 1-4.

County Attorney:

24. Judge Cude: Discuss and/or take appropriate action to approve invoice 1958 from DRG Architects, LLC for the professional services rendered pursuant to the agreement for architectural services for the Medical Examiners building.
25. Judge Cude: Discuss and/or take appropriate action to approve invoice 1959 from DRG Architects for architectural services related to the Sheriffs Office Addition using ARPA funds.

26. **EXECUTIVE SESSION**

The Regular Session of Atascosa County Commissioners Court will now recess in order to convene in Executive Session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq.

27. **OPEN SESSION**

28. Judge Cude: Discuss and/or take appropriate action concerning item(s) discussed in executive session.
29. Judge Cude: Discuss, review and take action to accept and/or approve any
Tracy Barrera: invoices and payroll.
30. Judge Cude: Discuss, review and take action on reports submitted.
Tracy Barrera:
31. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioners Court is set for Monday, February 10, 2025.
32. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00a.m., on Friday, January 24, 2025.



Jessica Kidd, Court Coordinator

AGENDA REQUEST (GENERAL)

Agenda Item 4.

Meeting Date: 01/27/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Linda Burris: Discuss and/or take appropriate action on the renewal of Property and Casualty

Judge Cude: insurance renewal effective February 1, 2025.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 5.

Meeting Date: 01/27/2025

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Mike Panza: Discuss and/or take appropriate action to accept 2 (two) Allmand Bros. Night-
EMC: Light Towers from EOG Resources. One each to the OEM and Atascosa County
Sheriffs Office SN# 2280PRO11 and 2281PR011.



PERSONNEL ACTION FORM

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

Employment Type:

New employee

Requested Action

Stephanie Brown:

Chief Public

Discuss and/or take appropriate action concerning personnel:

Defender:

New Employee:

Tracy Franklin

Position:

Assistant Public Defender

Pay Rate:

\$100,000.00 Annually

Salary Budget Area:

012-488-403

Start Date:

February 3, 2025

Physical:

pending

Drug Test:

pending

AGENDA REQUEST (GENERAL)

Agenda Item 7.

Meeting Date: 01/27/2025
Item Title: Racial Profiling Report
Submitted For: John Rutherford, Constable, Pct. 4

Discuss and/or take appropriate action concerning:

Constable Discuss and/or take appropriate action to approve the 2024 Racial Profiling
Rutherford Pct. 4 : Report for the Constable Office Precinct 4

ATTACHMENTS

2024 Racial Profile

Racial Profiling Report | Full report

Agency Name: ATASCOSA COUNTY CONSTABLE PRECINCT 4

Reporting Date: 1/14/2025

TCOLE Agency Number:

Chief Administrator: Constable John Rutherford

Agency Contact:

Phone:

Email:

Mailing Address: 744 Hwy 281 South, Pleasanton, TX 78064

This Agency filed a full report

ATASCOSA COUNTY
CONSTABLE PRECINCT 4 has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the ATASCOSA COUNTY
CONSTABLE PRECINCT 4 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the ATASCOSA COUNTY CONSTABLE
PRECINCT 4 if the individual believes that a peace officer employed by the ATASCOSA COUNTY CONSTABLE PRECINCT
4 has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the ATASCOSA COUNTY CONSTABLE
PRECINCT 4 who, after an investigation, is shown to have engaged in racial profiling in violation of the ATASCOSA COUNTY CONSTABLE
PRECINCT 4
- 6) requires collection of information relating to motor vehicle stops in which a citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;

c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;

d. whether the peace officer used physical force that resulted in bodily injury during the stop;

e. the location of the stop;

f. the reason for the stop.

7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:

a. the Commission on Law Enforcement; and

b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The ATASCOSA COUNTY
CONSTABLE PRECINCT 4 has satisfied the statutory data audit requirements as prescribed in Article 2, 133(c), Code of Criminal Procedure during the reporting period.

Executed by: Constable John Rutherford

Date: 1/14/2025

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Racial Profiling Report | Full Report
ATASCOSA COUNTY CONSTABLE PRECINCT 4
1/1/2024 - 12/31/2024

Total stops: 0 0.00%

Street address or approximate location of the stop

City street: 0 0.00%
US highway: 0 0.00%
State highway: 0 0.00%
County road: 0 0.00%
Private property or other: 0 0.00%

Was race or ethnicity known prior to stop?

Yes: 0 0.00%
No: 0 0.00%

Race or ethnicity

Alaska Native/American Indian: 0 0.00%
Asian/Pacific Islander: 0 0.00%
Black: 0 0.00%
White: 0 0.00%
Hispanic/Latino: 0 0.00%

Gender

Female:

| | | | | | | | |
|-------|-------------------------------|--------------|--------------|--|------------------------|----------|--------------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | |
| | Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> |
| | Black | <u>0</u> | <u>0.00%</u> | | White | <u>0</u> | <u>0.00%</u> |
| | | | | | Hispanic/Latino | <u>0</u> | <u>0.00%</u> |

Male:

| | | | | | | | |
|-------|-------------------------------|--------------|--------------|--|------------------------|----------|--------------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | |
| | Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> |
| | Black | <u>0</u> | <u>0.00%</u> | | White | <u>0</u> | <u>0.00%</u> |
| | | | | | Hispanic/Latino | <u>0</u> | <u>0.00%</u> |

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Racial Profiling Report | Full Report
ATASCOSA COUNTY CONSTABLE PRECINCT 4
1/1/2024 - 12/31/2024

Probable cause:

| | | | | | | | | |
|-------------------------------|----------|--------------|------------------------|----------|--------------|-----------------|----------|--------------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | | |
| Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> | | | |
| Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> | Hispanic/Latino | <u>0</u> | <u>0.00%</u> |

Inventory:

| | | | | | | | |
|-------------------------------|----------|--|------------------------|----------|--|-----------------|----------|
| Total | <u>0</u> | | | | | | |
| Alaska Native/American Indian | <u>0</u> | | Asian/Pacific Islander | <u>0</u> | | | |
| Black | <u>0</u> | | White | <u>0</u> | | Hispanic/Latino | <u>0</u> |

Incident to arrest:

| | | | | | | | | |
|-------------------------------|----------|--------------|------------------------|----------|--------------|-----------------|----------|--------------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | | |
| Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> | | | |
| Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> | Hispanic/Latino | <u>0</u> | <u>0.00%</u> |

Was Contraband discovered?

Yes:

| | | | | | | | | |
|-------------------------------|----------|--------------|-----|----------|--------------|----|----------|--------------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | | |
| Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Yes | <u>0</u> | <u>0.00%</u> | No | <u>0</u> | <u>0.00%</u> |
| Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> | Yes | <u>0</u> | <u>0.00%</u> | No | <u>0</u> | <u>0.00%</u> |
| Black | <u>0</u> | <u>0.00%</u> | Yes | <u>0</u> | <u>0.00%</u> | No | <u>0</u> | <u>0.00%</u> |
| White | <u>0</u> | <u>0.00%</u> | Yes | <u>0</u> | <u>0.00%</u> | No | <u>0</u> | <u>0.00%</u> |
| Hispanic/Latino | <u>0</u> | <u>0.00%</u> | Yes | <u>0</u> | <u>0.00%</u> | No | <u>0</u> | <u>0.00%</u> |

Did the finding result in arrest (total should equal previous column)?

No:

| | | | | | | | | |
|-------------------------------|----------|--------------|------------------------|----------|--------------|-----------------|----------|--------------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | | |
| Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> | | | |
| Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> | Hispanic/Latino | <u>0</u> | <u>0.00%</u> |

Description of contraband

Drugs:

| | | | | | | | | |
|-------------------------------|----------|--------------|------------------------|----------|--------------|-----------------|----------|--------------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | | |
| Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> | | | |
| Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> | Hispanic/Latino | <u>0</u> | <u>0.00%</u> |

Currency:

| | | |
|-------|----------|--------------|
| Total | <u>0</u> | <u>0.00%</u> |
|-------|----------|--------------|

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Racial Profiling Report | Full Report
ATASCOSA COUNTY CONSTABLE PRECINCT 4
1/1/2024 - 12/31/2024

| | | | | | | |
|------------------|-------------------------------|--------------|--------------|------------------------|----------|--------------|
| | Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> |
| | Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> |
| | | | | Hispanic/Latino | <u>0</u> | <u>0.00%</u> |
| Weapons: | | | | | | |
| Total | <u>0</u> | <u>0.00%</u> | | | | |
| | Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> |
| | Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> |
| | | | | Hispanic/Latino | <u>0</u> | <u>0.00%</u> |
| Alcohol: | | | | | | |
| Total | <u>0</u> | <u>0.00%</u> | | | | |
| | Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> |
| | Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> |
| | | | | Hispanic/Latino | <u>0</u> | <u>0.00%</u> |
| Stolen property: | | | | | | |
| Total | <u>0</u> | <u>0.00%</u> | | | | |
| | Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> |
| | Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> |
| | | | | Hispanic/Latino | <u>0</u> | <u>0.00%</u> |
| Other: | | | | | | |
| Total | <u>0</u> | <u>0.00%</u> | | | | |
| | Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> |
| | Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> |
| | | | | Hispanic/Latino | <u>0</u> | <u>0.00%</u> |

Result of the stop

| | | | | | | |
|------------------|-------------------------------|--------------|--------------|------------------------|----------|--------------|
| Verbal warning: | | | | | | |
| Total | <u>0</u> | <u>0.00%</u> | | | | |
| | Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> |
| | Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> |
| | | | | Hispanic/Latino | <u>0</u> | <u>0.00%</u> |
| Written warning: | | | | | | |
| Total | <u>0</u> | <u>0.00%</u> | | | | |
| | Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> |
| | Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> |
| | | | | Hispanic/Latino | <u>0</u> | <u>0.00%</u> |
| Citation: | | | | | | |
| Total | <u>0</u> | <u>0.00%</u> | | | | |
| | Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> |
| | Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> |
| | | | | Hispanic/Latino | <u>0</u> | <u>0.00%</u> |

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Racial Profiling Report | Full Report
ATASCOSA COUNTY CONSTABLE PRECINCT 4
1/1/2024 - 12/31/2024

Written warning and arrest:

| | | | | | | | |
|-------------------------------|----------|--------------|------------------------|----------|--------------|-----------------|----------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | |
| Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> | | |
| Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> | Hispanic/Latino | <u>0</u> |

Citation and arrest:

| | | | | | | | |
|-------------------------------|----------|--------------|------------------------|----------|--------------|-----------------|----------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | |
| Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> | | |
| Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> | Hispanic/Latino | <u>0</u> |

Arrest:

| | | | | | | | |
|-------------------------------|----------|--------------|------------------------|----------|--------------|-----------------|----------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | |
| Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> | | |
| Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> | Hispanic/Latino | <u>0</u> |

Arrest based on

Violation of Penal Code:

| | | | | | | | |
|-------------------------------|----------|--------------|------------------------|----------|--------------|-----------------|----------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | |
| Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> | | |
| Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> | Hispanic/Latino | <u>0</u> |

Violation of Traffic Law:

| | | | | | | | |
|-------------------------------|----------|--------------|------------------------|----------|--------------|-----------------|----------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | |
| Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> | | |
| Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> | Hispanic/Latino | <u>0</u> |

Violation of City Ordinance:

| | | | | | | | |
|-------------------------------|----------|--------------|------------------------|----------|--------------|-----------------|----------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | |
| Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> | | |
| Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> | Hispanic/Latino | <u>0</u> |

Outstanding Warrant:

| | | | | | | | |
|-------------------------------|----------|--------------|------------------------|----------|--------------|-----------------|----------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | |
| Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> | | |
| Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> | Hispanic/Latino | <u>0</u> |

Page 6

Racial Profiling Report | Full Report
ATASCOSA COUNTY CONSTABLE PRECINCT 4
1/1/2024 - 12/31/2024

Was physical force resulting in bodily injury used during stop?

Yes:

| | | | | | | | |
|-----------------|-------------------------------|--------------|--------------|----------|------------------------|--------------|---------------------------------------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | |
| | Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> |
| | Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> | Hispanic/Latino <u>0</u> <u>0.00%</u> |
| Injured Suspect | <u>0</u> | <u>0.00%</u> | Officer | <u>0</u> | <u>0.00%</u> | Both | <u>0</u> <u>0.00%</u> |

No:

| | | | | | | | |
|-------|-------------------------------|--------------|--------------|-------|------------------------|--------------|---------------------------------------|
| Total | <u>0</u> | <u>0.00%</u> | | | | | |
| | Alaska Native/American Indian | <u>0</u> | <u>0.00%</u> | | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u> |
| | Black | <u>0</u> | <u>0.00%</u> | White | <u>0</u> | <u>0.00%</u> | Hispanic/Latino <u>0</u> <u>0.00%</u> |

Number of complaints of racial profiling?

| | | | | |
|---------------------------------------|---|--------------|--|--|
| Total | 0 | <u>0.00%</u> | | |
| Resulted in disciplinary action | 0 | <u>0.00%</u> | | |
| Did not result in disciplinary action | 0 | <u>0.00%</u> | | |

Submitted electronically to the



The Texas Commission on Law Enforcement

Page 7

Racial Profiling Report | Full Report
ATASCOSA COUNTY CONSTABLE PRECINCT 4
1/1/2024 - 12/31/2024

Comparative Analysis
Motor Vehicle Stops vs. Gender Ethnic Population of Service Area
ATASCOSA COUNTY CONSTABLE PRECINCT 4

| Racial Profile Data Provided by Kologik COPSsync Mobile | # of Stops | % of Stops |
|---|-------------------|-------------------|
|---|-------------------|-------------------|

| | | |
|-------------------------------|---|-------|
| Male | 0 | 0.00% |
| Female | 0 | 0.00% |
| | | |
| Alaska Native/American Indian | 0 | 0.00% |
| Asian/Pacific Islander | 0 | 0.00% |
| Black | 0 | 0.00% |
| White | 0 | 0.00% |
| Hispanic/Latino | 0 | 0.00% |

| Agency Service Area Demographics Provided by Agency Official (Not Kologik) | Total Number | % of Population |
|--|---------------------|------------------------|
|--|---------------------|------------------------|

| | | |
|-------------------------------|--|--|
| Male | | |
| Female | | |
| | | |
| Alaska Native/American Indian | | |
| Asian/Pacific Islander | | |
| Black | | |
| White | | |
| Hispanic/Latino | | |
| Other/Not Reported Above | | |

DATA SOURCE USED FOR AGENCY SERVICE AREA DEMOGRAPHICS:

ADDITIONAL INFORMATION THAT MAY INFLUENCE AND/OR IMPACT DATA REPORTED:

This form is produced in accordance with the Texas Code of Criminal Procedure Article 2.134 as required by the Texas Occupation Code Section 1701.164 and the Texas Commission on Law Enforcement. The Agency Service Area Demographics data was derived from available public data sources such as the US Census Bureau and other statistical services available to the reporting agency.



**AGENDA REQUEST
(GENERAL)**

Agenda Item 8.

Meeting Date: 01/27/2025

Item Title:

Submitted For: Cathy Seiter, Elections Admin.

Discuss and/or take appropriate action concerning:

| | |
|----------------|--|
| Cathy Seiter: | Discuss and/or take appropriate action to approve the interlocal agreement for |
| Elections | joint election services for contracting entities and the increase of fee amounts for |
| Administrator: | the rental of election equipment to contracting entities. |

ATTACHMENTS

ILA Joint Election Services

THE STATE OF TEXAS
COUNTY OF ATASCOSA

**JOINT ELECTION SERVICE CONTRACT BETWEEN THE
COUNTY ELECTIONS ADMINISTRATOR AND CITY OF XXX**

On this the ____ day of _____, 2025 the City of XXXX, Texas hereinafter referred to as "CONTRACTING AUTHORITY" and Atascosa County, Texas, hereinafter referred to as the "COUNTY", on behalf of the duly appointed Election Administrator of Atascosa County, Texas, Cathryn Seiter, County Elections Officer of Atascosa County, Texas, collectively referred to as parties, pursuant to authority of Section 31.092 (a), of the Texas Election Code, and Chapter 791 of the Texas Government Code, for the conduct and supervision of the City of XXX 2025 Joint General Election.

THIS CONTRACT is entered into for the purpose of providing efficient use of public resources and for the benefits of the voters of the City and the County. This contract is entered into in considerations of the mutual covenants and agreements hereinafter set out. **IT IS AGREED AS FOLLOWS:**

I. CONTRACT SERVICES

This Contract shall be for the conduct and supervision of the General Election to be held on the Election Date: _____, 2025. The Election herein described shall include the following services if checked by the CONTRACTING AUTHORITY:

- (X) The early voting process on allowed early voting days;
- (X) Any runoff election, if necessary.

II. CONSIDERATION

This Contract is entered into in consideration of the mutual covenants and promises as herein described.

III. DUTY AND SERVICES OF THE COUNTY ELECTION OFFICER

The County Election Officer shall be responsible for performing the following duties for Election Day Voting, Early Voting and/or Runoff Election Voting as herein above designated and shall furnish the following services and equipment:

1. Procure all necessary election equipment including:
 - A. DS 200
 - B. Express Vote
 - C. ePollbook

2. Provide (1) Electronic Voting Machine, and any other necessary voting machines and equipment and prepare the equipment for use at the polling locations.
3. The County is to assure proper election judges and clerks for Early Voting, election day judges and clerks, early voting ballot board members, and central count workers to be present when needed after being recruited by County, this expressly include, working 12 hours on the last Thursday and Friday of Early Voting.
4. Contact the election judges and clerks to notify them of the date, time and place of the election and arrange for a facility for holding the election.
5. Arrange for the use of a central counting station and for the tabulation personnel and equipment needed at the counting station and assist in the preparation of computer programs and the test materials for the tabulation of the ballots to be used with electronic voting equipment.
6. Procure, prepare, proof and distribute sample ballots and ballots, including responsibility for all ballot programming required for an electronic voting equipment, as well as provide all lists, forms, name tags, posture, and signage described in Chapters 51, 61, and 62 and Subchapter B of Chapter 66 of the Texas Election Code. The City shall accept the proof of ballots and provide acceptance of the proof by signature. Costs for any revisions to the ballots after the City has accepted the proof will be the sole responsibility of the City.
7. Require that the CONTRACTING AUTHORITY publish the legal notice of the date, times, and polling locations for the election.
8. Require that the COUNTY publish the legal notice of the date, time and location of the test of the electronic tabulating equipment and conduct such test.
9. Arrange for all notifications, including Writ of Election, training, and compensation for all presiding election judges and alternate judges.
10. Assist in the general overall supervision of the election and provide advisory services in connection with the decisions to be made and the actions to be taken by the officers of the party responsible for holding the election.
 - a. Supervise and conduct **early voting by mail and personal appearance**, and secure personnel to serve as Early Voting Judges, Clerks, and ballot board. Early Voting by personal appearance shall be conducted during the hours and time periods and at the locations listed by the Elections Office.
 - b. Receive mail ballot applications on behalf of the City. The County Elections Administrator or designee shall process all applications for mail ballots in accordance with Title 7 of the Texas Election Code. Persons voting by mail will send their marked ballots to the office of the County Elections Administrator. All requests for early voting ballots by mail that are received by the City will be sent

by the entity on the day of the receipt to the office of the County Elections Administrator for processing Supervise and conduct early voting by mail and personal appearance, and secure personnel to serve as Early Voting Judges, Clerks, and ballot board. Early Voting by personal appearance shall be conducted during the hours and time periods and at the locations listed by the Elections Office.

- c. Secure and maintain all Early Voting ballots (those cast by mail and those cast by personally appearance) and deliver to the Early Voting Ballot Board all Early Voting ballots for counting in accordance with Chapter 87 of the Election Code.
- d. Establish and operate the Central Counting Station to receive and tally the voted ballots in accordance with Section 127.001 of the Election Code. The County and the City agree that the County Elections Administrator is hereby appointed as the custodian of voted ballots and shall preserve the ballots in accordance with Chapter 66 of the Election Code and other applicable law.
- e. Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass.
- f. Prepare the unofficial tabulation report after all precincts that have been counted, and provide a copy of the report to the City agent as soon as possible after all returns have been tabulated. The City will be responsible for the official canvass of the election.
- g. Provide at no cost for the storage of election records as provided by law.
- h. Provide at no cost, copies of all invoices received by the County Elections Department for payment of services or supplies of which the City is to reimburse the County Elections Department. The County Elections Administrator will be responsible for payment to all parties who have provided services, supplies and voting location for the election. The City shall not be liable to any third parties for any default by the county in connection with holding the election, including failure by the County or its County Elections Department to pay for services, supplies and voting locations for this election.

IV. GENERAL CONDITIONS

Nothing contained in this contract shall authorize or permit:

- 1. A change in the officer with whom or the place at which any document or record relating to the election is to be filed;
- 2. A change in the location at which any function is to be carried out;

3. A change in the officers who conduct the official canvass of the election returns, the officer to serve as custodian of the voted ballots or other election records; or any other nontransferable functions specified by Section 31.0960 of the Texas Election Code.

The County Election Officer will not be responsible for preparing any submissions of voting changes to the U.S. Department of Justice, which shall be the sole responsibility of the CONTRACTING AUTHORITY.

The County Election Officer is the agent of the political subdivision for the purpose of contracting with third parties with respect to the election expenses within the scope of the County Election Officer's duties, and the County Election Officer is not liable for the CONTRACTING AUTHORITIES' failure to pay a claim.

The County Election Officer will receive all invoices, check in the invoice and will send a final bill to the Contracting Authority for payment of the actual cost incurred for each entity.

The County Election Officer will review all pay sheets and pay election workers. Contracting Authority's final bill will reflect the amount due the County for the joint election workers pay, according to how many entities have a joint election conducted on the same day.

The County Election Officer shall file copies of this contract with the County Treasurer of Atascosa County, Texas, and the County Auditor of Atascosa County, Texas, not later than the 10th day after this election services contract is executed (Section 31.099, Texas Election Code).

Only the actual expenses directly attributable to this contract may be charged. (Section 31.100 (b), Texas Election Code). The County Election Officer must submit the actual cost incurred pursuant to the political subdivision no later than the 15th day after the final election and/or all invoices have been received from the suppliers.

Regarding the Electronic Voting Equipment the County Commissioner's Court has set a rate of XX% of the actual cost incurred to be charged per machine, per day, with exception of Tally & Servo and the Licensing Support fee which will be a set rate for the entire election.

The CONTRACTING AUTHORITY assumes responsibility for any loss, damage or other harm to said equipment while in the possession of and/or being used by CONTRACTING AUTHORITY.

The County Election Officer may collect 10% above the actual costs incurred as an administrative fee for duties and services performed.

If the election is canceled for any reason this contract is null and void, provided that COUNTY timely receives a written "Notice to Cancel Election" from the subdivision to keep on file. However, CONTRACTING AUTHORITY shall be liable for all expenses under this contract incurred prior to the County receiving a written "Notice to Cancel Election". For purposes of

this contract, submission of any required information or notices shall be to the following individuals by email or by certified mail.

For the County:

Name: Cathy Seiter

Email: elections@co.atascosa.tx.us

Mailing Address: __914 N. Main St. Ste. 115
Jourdanton, Tx 78026

For the Contracting Authority:

Name: _____, City Secretary

Email: _____

Mailing Address: _____

V. SEPERATE ELECTION-NOT EXCLUSIVE

By signing this Joint agreement with the County, the CONTRACTING AUTHORITY is acknowledging that the County Election Officer may enter into a separate election services contract with another entity for an election conducted on the same day. The CONTRACTING AUTHORITY is also acknowledging that it is sharing a polling location with another entity, they may also be sharing the same electronic voting equipment. This is at the discretion of the County Election Officer.

VI. ERRORS AND OMISSIONS

While every effort and procedure will be undertaken by COUNTY, it is agreed that errors and omissions of any kind, including tabulation errors, errors committed by election Judges and Clerks and equipment failures shall be the responsibility of the CONTRACTING AUTHORITY, except for gross negligence on the part of COUNTY.

VII. TERMINATION

This contract will terminate after each election, and a new contract with updated information shall be agreed upon prior to each future election.

VIII. AMENDMENT AND SERVERABILITY

This contract, together with any referenced attachments, constitutes the entire agreement

between the City and Atascosa County, and supersedes all prior written or oral understandings. This agreement and said attachments may only be amended supplemented, modified, or cancelled by a duly executed written statement of the undersigned authorities, or the authorized designees, as provided herein.

If any provisions of this Contract is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect the remaining provision of this Contract; and, the parties to the Contract shall perform their respective obligations under this Contract in accordance with the intent of the parties as expressed in the terms and conditions of this Contract.

WITNESSETH THE FOLLOWING SIGNATURE AND SEALS ON THE RESPECTIVE DATES SHOWN BELOW.

CONTRACTING AUTHORITY

By: _____

Title: ~~Mayor~~, City of _____

Date: _____

—

ATASCOSA COUNTY:

By: Weldon Cude

Title: Atascosa County Judge

Date: _____



PERSONNEL ACTION FORM

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

Employment Type:

New employee

Requested Action

Timothy Gutierrez:

Detention Discuss and/or take appropriate action concerning personnel:

Superintendent:

New Employee:

Ralph Carl Ferry

Position:

Juvenile Supervision Officer (Tier II)

Pay Rate:

\$22.03 Hourly

Salary Budget Area:

039-400-562

Start Date:

02/03/2025

Physical:

Pending

Drug Test:

Pending

AGENDA REQUEST (GENERAL)

Agenda Item 11.

Meeting Date: 01/27/2025
Item Title: Texas Public Safety Office Certificate
Submitted For: Jake Guerra, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Guerra: Discuss and/or take appropriate action on the State of Texas CEO/Law Enforcement Certifications and Assurances Form. Sheriff Guerra asked the Commissioner's Court to accept and Judge Cude sign the State of Texas Head of Law Enforcement Agency form for newly elected Sheriff Jake Guerra

ATTACHMENTS Information



**Office of the Governor
Public Safety Office –CEO/Law Enforcement Certifications and Assurances
Form**

| | |
|--|--------------|
| Entity Name: Atascosa County | Date: |
| Agency/Department Name: Atascosa County Sheriff's Office | |
| Name of Chief Executive Officer: Judge Weldon Cude | |
| Name of Head of Law Enforcement Agency: Sheriff Jake Guerra | |

Certification Required by CEO and Head of Law Enforcement Agency

In our respective capacities as chief executive officer of Atascosa County and as head of the Atascosa County Sheriff's Office we hereby each certify that Grantee and Agency participate fully, and will continue to participate fully from the date of this certification until the later of August 31, 2026 or the end of the grant project period, in all aspects of the programs and procedures utilized by the U.S. Department of Homeland Security ("DHS") to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

We further certify that Grantee and Agency do not have, and will continue not to have until the later of August 31, 2026 or the end of the grant project period, any policy, procedure, or agreement (written or unwritten) that in any way limits or impedes Agency's receipt or DHS's issuance of detainer requests, or in any way limits or restricts Grantee's and Agency's full participation in all aspects of the programs and procedures utilized by DHS to: (1) notify DHS of all information requested by DHS related to illegal aliens in Agency's custody; and (2) detain such illegal aliens in accordance with requests by DHS.

Additionally, we certify that neither Grantee nor Agency have in effect, purport to have in effect, or are subject to or bound by any law, rule, policy, or practice (written or unwritten) that would: (1) require or authorize the public disclosure of federal law enforcement information in order to conceal, harbor, or shield from detection fugitives from justice or aliens illegally in the United States; or (2) impede federal officers from exercising authority under 8 U.S.C. § 1226(a), § 1226(c), § 1231(a), § 1357(a), § 1366(1), or § 1366(3).

Lastly, we certify that Grantee and Agency will comply with all provisions, policies, and penalties found in Chapter 752, Sub-chapter C of the Texas Government Code.

We acknowledge that failure to comply with this certification may result in OOG, in its sole discretion, terminating any grant made by OOG to Grantee, and that Grantee must return all funds received from OOG for any grant terminated under this certification. We further acknowledge that Grantee will remain ineligible for OOG funding until it provides satisfactory evidence that the jurisdiction has complied with this certification for at least one year.

Signature
Chief Executive Officer for Grantee

Signature
Head of Agency

**AGENDA REQUEST
(GENERAL)**

Agenda Item 12.

Meeting Date: 01/27/2025
Item Title: Resolution for OLS
Submitted For: Jake Guerra, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Guerra: Presentation and Acceptance of the 2025-2026 for Operation Lone Star grant resolution Grant #5366001.

ATTACHMENTS

Information

Atascosa County Commissioner's Court Resolution For (Operation Lone Star)

WHEREAS, The Atascosa County Commissioner's Court finds it in the best interest of the citizens of Atascosa County, that the (Operation Lone Star) grant be authorized and operated for the 2025-2026 year; and

WHEREAS, The Atascosa County Commissioner's Court agrees to provide applicable matching funds for the said project as required by the BD-Operation Lone Star Grant Program application; and

WHEREAS, The Atascosa County Commissioner's Court agrees that in the event of loss or misuse of the BD-Operation Lone Star grant program grant funds, The Atascosa County Commissioner's Court assures that the funds will be returned to the BD-Operation Lone Star Grant Program in full.

WHEREAS, The Atascosa County Commissioner's Court designates Chief Deputy Matthew Miller as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Atascosa County Commissioner's Court approves submission of the grant application for the (Operation Lone Star) to the Office of the Governor, Criminal Justice Division, BD-Operation Lone Star Grant Program.

Signed by:

Passed and Approved this _____ (Day) of _____ (Month), _____ (Year)

Grant Number: 5366001

AGENDA REQUEST (GENERAL)

Agenda Item 13.

Meeting Date: 01/27/2025
Item Title: Retiree Firearm Purchase
Submitted For: Jake Guerra, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Guerra: Discuss and/or take appropriate action on approval of the Retired Peace Officer's purchase of a duty weapon. In accordance with Texas Government Code 614.051 regarding the purchase of a firearm by an honorably retired peace officer, the Atascosa County Sheriff's Office respectfully requests that the Atascosa County Commissioner's Court approve the sale of a Glock model 22, Serial Number EBT294, to retired Deputy Sheriff Paul Schneider.

Deputy Sheriff Paul Schneider was commissioned by the Atascosa County Sheriff's Office and honorably retired on December 31, 2024. The firearm in question is not classified as a prohibited weapon under Section 46.05 of the Texas Penal Code. The cost of the weapon will be determined by the Commissioner's Court.

Recommendation/Action Requested and Justification

In accordance with Texas Government Code 614.051 regarding the purchase of a firearm by an honorably retired peace officer, the Atascosa County Sheriff's Office respectfully requests that the Atascosa County Commissioner's Court approve the sale of a Glock model 22, Serial Number EBT294, to retired Deputy Sheriff Paul Schneider.

Deputy Sheriff Paul Schneider was commissioned by the Atascosa County Sheriff's Office and honorably retired on December 31, 2024. The firearm in question is not classified as a prohibited weapon under Section 46.05 of the Texas Penal Code. The cost of the weapon will be determined by the Commissioner's Court.

ATTACHMENTS

614.051

GOVERNMENT CODE

TITLE 6. PUBLIC OFFICERS AND EMPLOYEES

SUBTITLE A. PROVISIONS GENERALLY APPLICABLE TO PUBLIC OFFICERS AND EMPLOYEES

CHAPTER 614. PEACE OFFICERS AND FIRE FIGHTERS

SUBCHAPTER A. LEGISLATIVE LEAVE FOR PEACE OFFICER OR FIRE FIGHTER

SUBCHAPTER D. PURCHASE OF FIREARM OR UNIFORM OF HONORABLY RETIRED, MEDICALLY
DISCHARGED, OR DECEASED PEACE OFFICER

Sec. 614.0505. DEFINITION. In this subchapter, "governmental entity" means a state agency, a county, a municipality, or a joint board for which the constituent agencies are populous home-rule municipalities.

Added by Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. [2135](#)), Sec. 2, eff. September 1, 2015.

Sec. 614.051. PURCHASE OF FIREARM BY HONORABLY RETIRED PEACE OFFICER.

(a) An individual may purchase a firearm from a governmental entity if:

- (1) the individual was a peace officer commissioned by the entity;
- (2) the individual was honorably retired from the individual's commission by the entity;
- (3) the firearm had been previously issued to the individual by the entity; and
- (4) the firearm is not a prohibited weapon under Section [46.05](#), Penal Code.

(b) An individual may purchase only one firearm from a governmental entity under this section.

Added by Acts 1993, 73rd Leg., ch. 268, Sec. 1, eff. Sept. 1, 1993. Amended by Acts 1995, 74th Leg., ch. 76, Sec. 14.37, eff. Sept. 1, 1995.

Amended by:

Acts 2015, 84th Leg., R.S., Ch. 359 (H.B. [2135](#)), Sec. 3, eff. September 1, 2015.



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

Sheriff Guerra: Discuss and/or take appropriate action concerning personnel:
Existing Employee: John Strause
Position: Sergeant Investigator
Pay Rate: Tier 1: \$31.92 Hourly, 40 hr, \$120.00 Mo. Uniform
Salary Budget Area: 012-440-410
Start Date: 02/02/2025
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: | Maribel Rico |
| Position: | Corrections Officers |
| Pay Rate: | Move to Tier 1: \$25.27 Hourly, \$120.00 Mo. Uniform, Continuing 1-Year Probation |
| Salary Budget Area: | 012-442-562 |
| Start Date: | 02/02/2025 |
| 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: | Isaac Oropeza |
| Position: | Corrections Officer |
| Pay Rate: | Move to Tier 1: \$25.27 Hourly, \$120.00 Mo. Uniform, Continuing 1-Year Agency Probation |
| Salary Budget Area: | 012-442-562 |
| Start Date: | 02/02/2025 |
| 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:

New employee

Requested Action

New Employee:

Alexis Hernandez

Position:

Deputy Sheriff

Pay Rate:

Tier 2: \$27.70 Hourly, 86 Fluctuating, \$120.00
Mo. Uniform, SB 22 Eligible, Incentive Pay, 90-
Day County Probation, 1-Year Agency Probation

Salary Budget Area:

012-440-410

Start Date:

02/03/2025

Physical:

complete

Drug Test:

complete



PERSONNEL ACTION FORM

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

Employment Type:

New employee

Requested Action

New Employee:

Jesse Martinez

Position:

Courthouse Security

Pay Rate:

Tier 2: \$27.12 Hourly, 40 Hours, \$120.00 Mo.
Uniform, SB 22 Eligible, Incentive Pay, 90-Day
County Probation, 1-Year Agency Probation

Salary Budget Area:

012-440-401

Start Date:

02/03/2025

Physical:

complete

Drug Test:

complete



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

Comm. Pawelek: Discuss and/or take appropriate action concerning personnel:

| | |
|---------------------|---------------------|
| Existing Employee: | Joe Zuliaca |
| Position: | Road crew/ operator |
| Pay Rate: | \$24.23 hourly |
| Salary Budget Area: | 023-400-402 |
| Start Date: | 1/27/2025 |
| Physical: | N/A |
| Drug Test: | N/A |

AGENDA REQUEST (GENERAL)

Agenda Item 16.

Meeting Date: 01/27/2025
Item Title: Exception - Liberation Bruce Rd
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
Rural Development: Certificate of Exception for Liberation Ranches on Bruce Rd in Precinct 1.

ATTACHMENTS

Liberation 105 Poteet Packet
Certificate - Liberation Poteet 105



Registration for Division of Land in Atascosa County

I Liberation Ranches | Hawthorne Land, LLC, am the owner of the attached filed division of land located at 3737 Bruce Rd, Poteet, TX 78065 (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 checked="" type="checkbox"/> Agricultural Use | <input type="checkbox"/> Family | <input checked="" 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 type="checkbox"/> All parts to original owner | |



Date: 01/09/2025

Signature:

Printed Name:

Spencer Grogan | President

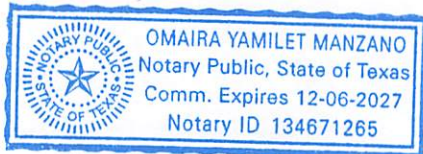
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned Notary Public, on this day personally appeared Spencer Grogan, 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 January 9, 2025.



Notary Public, in and for
State of Texas



Division Type Definitions:

Agricultural: The land is to be used primarily for agricultural use, as defined by Section 1-d, Article VIII, Texas Constitution, or for farm, ranch, wildlife management, or timber production use within the meaning of Section 1-d-1, Article VIII, Texas Constitution. However, if any part of a tract divided under this exception ceases to be used primarily for agricultural use or for farm, ranch, wildlife management, or timber production use as to defined, the platting requirements of this Order shall apply;

Family: The land is divided into four or fewer parts and each of the parts is to be sold, given, or otherwise transferred to an individual who is related to the owner within the third degree by consanguinity or affinity, as determined under Chapter 573, Government Code, provided that the division is not part of a larger planned development or a sham, or a contrivance to avoid these regulations. If any lot is sold, given, or otherwise transferred to an individual who is not related to the owner within the third degree by consanguinity or affinity, the platting requirements of this Order apply;

10+ Acres: All the lots are more than ten (10) acres in area and the owner does not lay out part of the tract [see Chapter 232.001(a)(3), Local Government Code];

Veterans Land Board: All the lots are sold to veterans through the Veterans' Land Board program;

State Agency: The land belongs to the state or any state agency board, or commission or the permanent school fund or any other dedicated funds of the state;

Political Subdivision: The land belongs to a political subdivision of the state; the land is situated in a floodplain; and the lots are sold to adjoining landowners;

Divided into two parts: One new part is to be retained by the Owner, and the other new part is to be transferred to another person who will further subdivide the tract subject to the plat approval requirements of Chapter 232 of the Texas Local Government Code and these Rules;

All parts to original owner: All parts are transferred to persons who owned an undivided interest in the original tract and a plat is filed before any further development of any part of the tract; or,

ELECTRONICALLY RECORDED

OFFICIAL PUBLIC RECORDS



Theresa Carrasco, County Clerk

Atascosa County, TX

01/03/2025 12:31 PM

248636

\$ 41.00

KPONTON

WDVL

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

General Warranty Deed with Vendor's Lien**Date:** January 2, 2025**Grantor:** Michael Lee Roberts, individually and as Independent Executor of the Estate of Mary Catherine Roberts, deceased and Stephanie Roberts**Grantor's Mailing Address:** 529 Glenoak Drive Corpus Christi, TX 78418**Grantee:** Hawthorne Land, LLC**Grantee's Mailing Address:** Hawthorne Land, LLC, 5900 Balcones Dr., Ste 100, Austin, TX 78731**Consideration:**

Ten and 00/100 Dollars cash and other good and valuable consideration and a note of even date executed by Grantee and payable to the order of Hawthorne Income Fund, LLC (the "Lender") in the principal amount of ONE MILLION ONE HUNDRED EIGHTY FIVE THOUSAND ONE HUNDRED FIFTY SIX AND 00/100 DOLLARS (\$1,185,156.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of the Lender and by a first-lien deed of trust of even date from Grantee to Liang Gao, trustee.

Property (including any improvements):

See attached Exhibit A.

Commonly known as 3737 Bruce Road, Poteet, TX 78065.

Reservations from Conveyance:

None.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2024 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land

usage or ownership; validly existing utility easements; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to persons, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

GRANTEE IS TAKING THE PROPERTY IN AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE CONSIDERATION WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION AND THE REPRESENTATIONS AND WARRANTIES EXPRESSLY CONTAINED IN THE PURCHASE CONTRACT, THIS DEED, AND THE OTHER CLOSING DOCUMENTS.

When the context requires, singular nouns and pronouns include the plural.



Michael Lee Roberts, individually and as Independent
Executor of the Estate of Mary Catherine Roberts

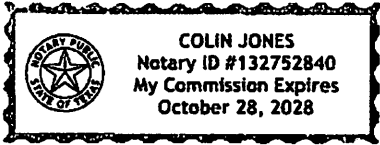

Stephanie Roberts

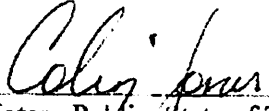
STATE OF TEXAS)

COUNTY OF Nueces)

Before me, on this day personally appeared Michael Lee Roberts and Stephanie Roberts, known
to me to be the persons whose names are subscribed to the foregoing instrument.

Given under my hand and seal of office this 2nd day of January, ~~2024~~ ²⁰²⁵ 




Notary Public, State of Texas
My commission expires: 10/28/28

AFTER RECORDING RETURN TO:
Hawthorne Land, LLC
1210 W Clay St, Suite 8, Houston, TX 77019

EXHIBIT " A "
Property Description

Closing Date: **January 2, 2025**

Buyer(s): **Hawthorne Land, LLC**

Property Address: **3737 Bruce Road, Poteet, TX 78065**

PROPERTY DESCRIPTION:

BEING a 105.020 acre tract of land situated in the Simon Reider Survey, Abstract Number 729, Atascosa County, Texas, being all of that same called 105.395 acre tract described in instrument to Mary Catherine Roberts, recorded under Instrument Number 216692, of the Official Public Records of Atascosa County, Texas (O.P.R.A.C.T.), said 105.020 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a fence corner post found in the southerly line of that certain called 101.00 acre tract described as "Tract 5" in instrument to Clyburn Ranches CVI, LLC., recorded under Instrument Number 167699, O.P.R.A.C.T., for the common northerly corner of said 105.395 acre tract and that certain called 31.30 acre tract described in instrument to Edward G. Trevino and Olivia F. Trevino, recorded in Volume 59, Page 1, O.P.R.A.C.T., being the northwesterly corner of the herein described 105.020 acre tract, said POINT OF BEGINNING having a Texas State Plane Coordinate value of N: 13,592,821.61, E: 2,126,576.29, Central Zone, grid measurements;

THENCE North 89°48'42" East, 2520.75 feet, with the common line between said 105.395 acre tract and said 101.00 acre tract, to a fence corner post found for the common northerly corner of said 105.395 acre tract and that certain called 14.43 acre tract described in instrument to Robert C. Garza and Diana C. Garza, recorded in Volume 728, Page 19, of the Deed Records of Atascosa County, Texas (D.R.A.C.T.), being the northeasterly corner of the herein described 105.020 acre tract;

THENCE South 00°16'24" West, with the common line between said 105.395 acre tract and said 14.43 acre tract, at a distance of 1790.28 feet, pass a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for reference in the northerly margin of Bruce Road, in all, a total distance of 1809.99 feet, to a mag nail set in the centerline of said Bruce Road, for the common southerly corner of said 105.395 acre tract and said 14.43 acre tract, being the southeasterly corner of the herein described 105.020 acre tract;

THENCE with the centerline of said Bruce Road, the southerly line of said 105.395 acre tract, the following two (2) courses and distances:

1. South 89°22'50" West, 368.76 feet, to a calculated point for corner;

PROPERTY DESCRIPTION

2. South $89^{\circ}49'10''$ West, 2158.77 feet, to a mag nail set for the common southerly corner of said 105.395 acre tract and said 31.30 acre tract, being the southwesterly corner of the herein described 105.020 acre tract;

THENCE North $00^{\circ}29'12''$ East, with the common line between said 105.395 acre tract and said 31.30 acre tract, at a distance of 19.71 feet, pass a concrete monument found for reference, in all, a total distance of 1812.54 feet, to the POINT OF BEGINNING and containing a computed area of 105.020 acres of land within this Field Note Description.



TEXAS PROFESSIONAL SURVEYING, LLC.

3032 N. FRAZIER STREET, CONROE, TEXAS 77303
(936)756-7447 FAX (936)756-7448
FIRM REGISTRATION No. 100834-00

FIELD NOTE DESCRIPTION
105.020 ACRES
IN THE SIMON REIDER SURVEY, ABSTRACT NUMBER 729
ATASCOSA COUNTY, TEXAS

BEING a 105.020 acre tract of land situated in the Simon Reider Survey, Abstract Number 729, Atascosa County, Texas, being all of that same called 105.395 acre tract described in instrument to Mary Catherine Roberts, recorded under Instrument Number 216692, of the Official Public Records of Atascosa County, Texas (O.P.R.A.C.T.), said 105.020 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a fence corner post found in the southerly line of that certain called 101.00 acre tract described as "Tract 5" in instrument to Clyburn Ranches CVI, LLC., recorded under Instrument Number 167699, O.P.R.A.C.T., for the common northerly corner of said 105.395 acre tract and that certain called 31.30 acre tract described in instrument to Edward G. Trevino and Olivia F. Trevino, recorded in Volume 59, Page 1, O.P.R.A.C.T., being the northwesterly corner of the herein described 105.020 acre tract, said **POINT OF BEGINNING** having a Texas State Plane Coordinate value of N: **13,592,821.61**, E: **2,126,576.29**, Central Zone, grid measurements;

THENCE North 89°48'42" East, 2520.75 feet, with the common line between said 105.395 acre tract and said 101.00 acre tract, to a fence corner post found for the common northerly corner of said 105.395 acre tract and that certain called 14.43 acre tract described in instrument to Robert C. Garza and Diana C. Garza, recorded in Volume 728, Page 19, of the Deed Records of Atascosa County, Texas (D.R.A.C.T.), being the northeasterly corner of the herein described 105.020 acre tract;

THENCE South 00°16'24" West, with the common line between said 105.395 acre tract and said 14.43 acre tract, at a distance of 1790.28 feet, pass a 1/2 inch iron rod with cap stamped "TPS 100834-00" set for reference in the northerly margin of Bruce Road, in all, a total distance of 1809.99 feet, to a mag nail set in the centerline of said Bruce Road, for the common southerly corner of said 105.395 acre tract and said 14.43 acre tract, being the southeasterly corner of the herein described 105.020 acre tract;

THENCE with the centerline of said Bruce Road, the southerly line of said 105.395 acre tract, the following two (2) courses and distances:

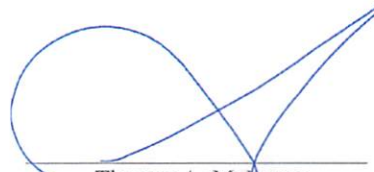
1. South 89°22'50" West, 368.76 feet, to a calculated point for corner;
2. South 89°49'10" West, 2158.77 feet, to a mag nail set for the common southerly corner of said 105.395 acre tract and said 31.30 acre tract, being the southwesterly corner of the herein described 105.020 acre tract;

THENCE North 00°29'12" East, with the common line between said 105.395 acre tract and said 31.30 acre tract, at a distance of 19.71 feet, pass a concrete monument found for reference, in all, a total distance of 1812.54 feet, to the **POINT OF BEGINNING** and containing a computed area of 105.020 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on November 13, 2024, by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and referenced to Survey Drawing Project 38758.

All coordinates, bearings, distances, and areas shown hereon are grid measurements based on GPS observations and referenced to the North American Datum 1983 (NAD83), Texas State Plane Coordinate System, Central Zone, U.S. Survey Feet.

December 4, 2024
Date



Thomas A. McIntyre
R.P.L.S. No. 6921

0' 200' 400' 600'

Scale: 1" = 200'

SYMBOL LEGEND

- EDGE OF ASPHALT
- FENCE LINE PER FM-1 DATA
- OVERHEAD ELECTRIC
- WIRE FENCE
- CALCULATED CORNER
- COMMUNICATION BOX (CB)
- FIBER OPTIC CABLE MARKER (FOC)
- FOUND SURVEY MONUMENT
- METER POLE (MP)
- POWER POLE (PP)
- PROpane TANK
- SET SURVEY MONUMENT
- TELEPHONE PEDESTAL (TP)

SIMON REIDER SURVEY
ABSTRACT NO. 729

EDWARD G. TREVINO AND
OLIVIA F. TREVINO
CALLED 31.30 ACRES
VOL. 59, PG. 1
O.P.R.A.C.T.

CLYBURN RANCHES CVI, LLC
CALLED 191.00 ACRES
TRACT 57
INSTRUMENT NO. 167699
O.P.R.A.C.T.

105.020 ACRES

MARY CATHERINE ROBERTS
CALLED 105.395 ACRES
INSTRUMENT NO. 216692
O.P.R.A.C.T.

ROBERT C. GARZA AND
DIANA C. GARZA
CALLED 14.43 ACRES
VOL. 728 PG. 19
D.R.A.C.T.

"ZONE X"

"ZONE X"

"ZONE A"

BRUCE ROAD

S 89°49'10" W 2158.77'

S 89°22'50" W 368.76'

BOUNDARY & IMPROVEMENT SURVEY

SURVEYOR HAS RELIED ON INFORMATION PROVIDED BY
WESTCOOR LAND TITLE INSURANCE COMPANY
G.P. NO. 2024-1121-BELL
EFFECTIVE DATE: NOVEMBER 17, 2024
PURCHASER: HAWTHORNE LAND, LLC



| | |
|------------|------------|
| PROJECT | 38758 |
| FIELD DATE | 11-13-2024 |
| DRAWN BY | CSP |
| CHECKED BY | CSP |
| FIELD CREW | GG |
| REV 1 | |
| REV 2 | |
| REV 3 | |
| REV 4 | |

CLIENT: BRUCE ROAD, SAN ANTONIO, TX 78264
ADDRESS: SIMON REIDER, A-729
SURVEY: 105.020 ACRES
COUNTY: ATASCOSA

A PORTION OF THIS PROPERTY APPEARS TO LIE WITHIN THE 100 YEAR
FLOODPLAIN PER GRAPHIC SCALING OF FEMA FIRM PANEL NO.
48013C0200C AND 48013C0225C, HAVING AN EFFECTIVE DATE OF 11-04-2010.

ALL COORDINATES, BEARINGS, DISTANCES AND AREAS SHOWN HEREON ARE
GRID MEASUREMENTS BASED ON GPS OBSERVATIONS AND REFERENCED TO
THE NORTH AMERICAN DATUM OF 1983 (NAD83); TEXAS STATE PLANE
COORDINATE SYSTEM, SOUTH CENTRAL ZONE, U.S. SURVEY FEET.

THIS SURVEY WAS CREATED FROM NOTES AND OBSERVATIONS TAKEN ON THE
GROUND UNDER MY DIRECT SUPERVISION, AND IS TRUE AND CORRECT AT TIME OF
SURVEY.

Thomas A. McIntyre
Registered Professional Land Surveyor No. 6921



BEING A 105.020 ACRE TRACT OF LAND SITUATED IN THE SIMON REIDER SURVEY
ABSTRACT NUMBER 729, ATASCOSA COUNTY, TEXAS, BEING ALL OF THAT SAME
CALLED 105.395 ACRE TRACT DESCRIBED IN INSTRUMENT TO MARY CATHERINE
ROBERTS, RECORDED UNDER INSTRUMENT NUMBER 216692, OF THE OFFICIAL
PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS (O.P.R.A.C.T.). SAID 105.020 ACRE
TRACT BEING MORE PARTICULARLY DESCRIBED BY ATTACHED METES AND BOUNDS
DESCRIPTION.



SALES MAP OF 9 TRACTS
IN ATASCOSA COUNTY

| | | | |
|---------|-------------------------|----------|---------|
| 261.24' | TRACT 1 11.010 ACRES | 1812.54' | 261.99' |
| 264.61' | TRACT 2 11.010 ACRES | 1812.51' | 264.61' |
| 288.40' | TRACT 3 12.000 ACRES | 1812.54' | 288.40' |
| 264.36' | TRACT 4 11.000 ACRES | 1812.58' | 264.36' |
| 312.42' | TRACT 5 13.000 ACRES | 1812.62' | 312.42' |
| 288.38' | TRACT 6 12.000 ACRES | 1812.66' | 288.38' |
| 280.35' | TRACT 7 11.666 ACRES | 1812.70' | 280.34' |
| 280.36' | TRACT 8 11.666 ACRES | 1812.74' | 280.36' |
| 280.66' | TRACT 9 11.668 ACRES | 1812.10' | 280.68' |
| | | 1809.99' | |

BRUCE ROAD

PROJECT 38758_SALES_MAP

DATE 12/30/2024



TEXAS PROFESSIONAL
SURVEYING
3037 N. Frazier Canyon, Texas 77303
Ph: 936.756.7447 Fax: 936.756.7448
www.surveyingtexas.com
Firm No. 10063400

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 9 tracts of land out of 105 acres, more or less, described in a Deed, Instrument number 248636, Official Public Records, Atascosa County, Texas, and being currently owned by Hawthorne Land LLC (Liberation Ranches), is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that all tracts are being divided as 10+ acre tracts. 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 _____, 2025.

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 17.

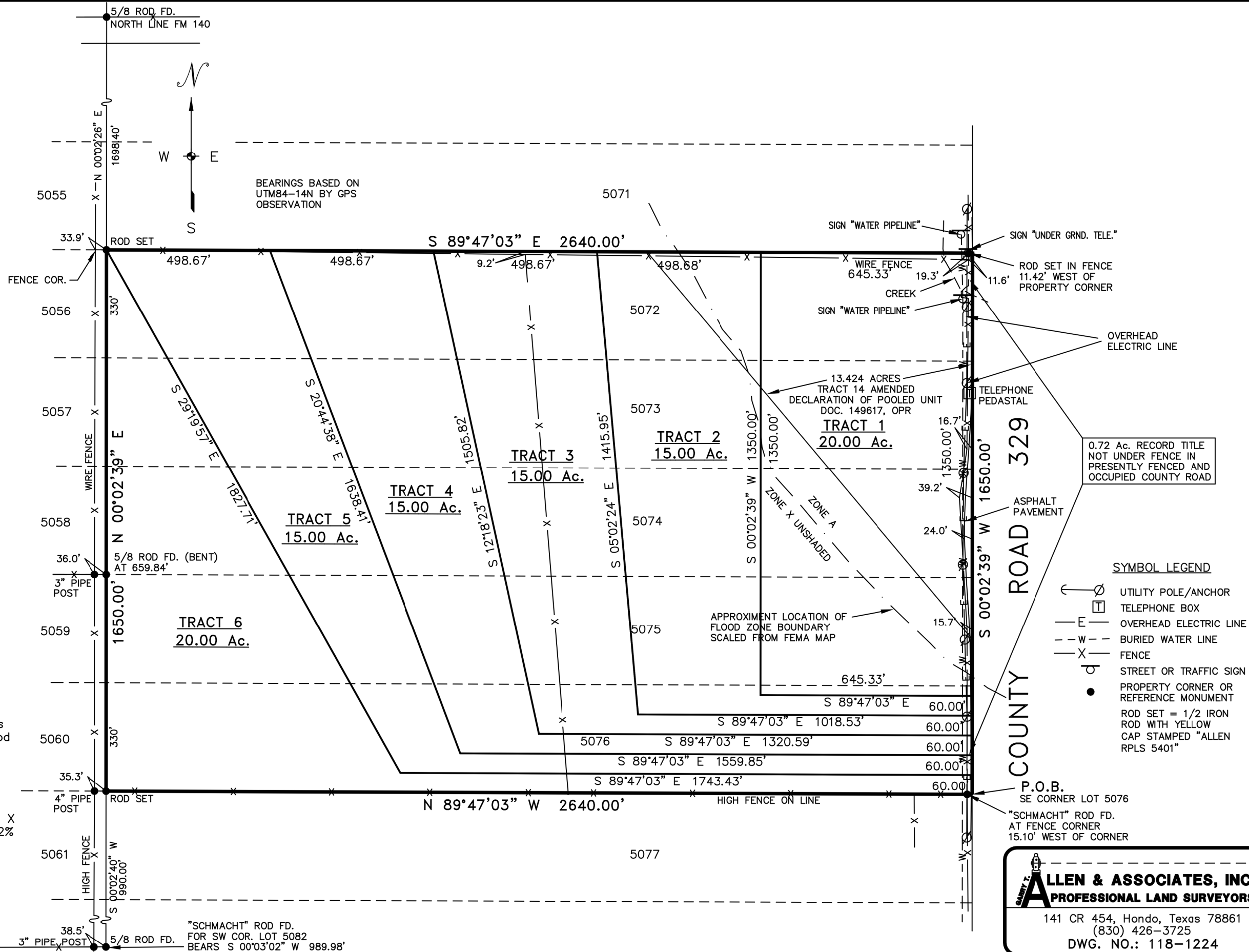
Meeting Date: 01/27/2025
Item Title: Exception - Rivera County Road 329
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the
Rural Development: Certificate of Exception for OLNK Rivera LLC on County Road 329 in Precinct 3.

ATTACHMENTS

Rivera Survey
Rivera - Registration
Rivera - Deed
Rivera - Certificate



This property is located in Zones A and X unshaded on FEMA Flood Insurance Rate Map number 48013C0475C Effective Date November 4, 2010. (Zone A = areas within 1% annual chance (100 year) flood plain, no base flood elevation determined; Zone X unshaded = areas outside of 0.2% annual chance (500 year) flood plain)



Registration for Division of Land in Atascosa County

OLNR Rivera LLC.

I Napoleon Rivera-Briseam am the owner of the attached filed division of land located at 100.00 ACRES Being Farm Tracts 5072, 5073, 5074, 5075 and 5076 out of Farm Block 10 of Division 3 of the Dr. Charles F. Simmons (legal description). I have had the division of 95,000 Acre Subdivision Atascosa County, Texas

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):

☐ Agricultural Use

☐ Family

☒ 10+ Acres

☐ Veterans Land Board

☐ State Agency

☐ Political Subdivision

☐ Divided into two parts

☐ All parts to original owner



Date: 1-14-2025

Signature:

Printed Name:

Napoleon Rivera-Brizeno

ACKNOWLEDGMENT

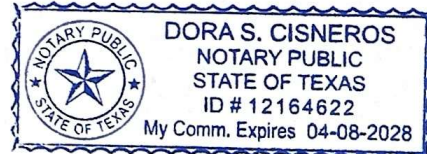
STATE OF TEXAS

COUNTY OF Atascosa

BEFORE ME, the undersigned Notary Public, on this day personally appeared Napoleon Rivera-Brizeno, 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 January 14, 2025.

Notary Public, in and for
State of Texas





NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WD/VL JEFFREY COLLIGNON, ET UX. to OLN RIVERA LLC

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
COUNTY OF ATASCOSA §

KNOW ALL MEN BY THESE PRESENTS:

That we, **JEFFREY COLLIGNON**, joined herein proforma by wife, **CLAUDIA COLLIGNON**, of Kendall County, Texas, (herein referred to as "Grantors"), for and in consideration of the sum of Ten and No/100 Dollars (10.00) and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of that one certain Promissory Vendor's Lien Note of even date herewith, being in the principal sum of FOUR HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$425,000.00), payable to the order of Capital Farm Credit, ACA, as agent/ nominee, which Note bears interest and is due and payable as therein set out, and which Note further contains the usual default, acceleration of maturity, and attorney's fee clauses, the payment of which is secured by the Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to Jeffrey C. Norte, as Trustee *f/b/o* Capital Farm Credit, ACA, as agent/ nominee; have GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto **OLNR RIVERA LLC**, a Texas limited liability company, whose address is 113 CR 788, Natalia, Texas 78059 (herein referred to as Grantee"), all of the following described real property ("Property") located in Atascosa County, Texas, to-wit:

BEING 100.00 acres of land, more or less, being all of Farm Tracts 5072, 5073, 5074, 5075 and 5076, out of Farm Block 10 of Division 3, of the Dr. Chas. F. Simmons' 95,000 Acre Subdivision, Atascosa County, Texas, according to map or plat recorded in Vol. 37, Page 1 Deed Records, Atascosa County, Texas; and said 100.00 acres of land, more or less, being more particularly described by metes and bounds in **Exhibit "A"** attached hereto and made a part hereof.

This conveyance and the hereinafter warranty are made expressly subject to the following items:

- a. Rights of parties in possession.
- b. Any visible or apparent roadway or easement over or across the subject property, the existence of which does not appear of record.
- c. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records.
- d. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.
- e. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Property.
- f. Rights of tenants, as tenants only, under the terms of any unrecorded leases or rental agreements.
- g. Restrictions, rules and regulations concerning the subdivision of land adopted by Atascosa County.
- h. Rights of parties to use asphalt pavement road.
- i. Oil Lease dated April 8, 1952, executed by Ollie McNeill, a widow to Robert Ross, et al, recorded in Vol. 217, Page 284, Deed Records of Atascosa County, Texas.

- j. Mineral and/or Royalty Reservation as set out in Warranty Deed dated October 8, 1962, executed by Vance T. Blalock, et ux to James H. McDaniel and wife, Grace June McDaniel, recorded in Vol. 289, Page 408, Deed Records of Atascosa County, Texas.
- k. Mineral and/or Royalty Reservation as set out in Warranty Deed dated August 8, 1962, executed by Marjorie McNeil Zachary, et vir to Vance T. Blalock, recorded in Vol. 289, Page 429, Deed Records of Atascosa County, Texas.
- l. Mineral and/or Royalty Reservation as set out in Warranty Deed dated June 27, 1962, executed by Murray D. Hensley, et al to Vance T. Blalock, recorded in Vol. 289, Page 431, Deed Records of Atascosa County, Texas.
- m. Easement dated September 24, 1976, executed by James H. McDaniel to McCoy Water Supply Corp., recorded in Vol. 457, Page 195, Deed Records of Atascosa County, Texas.
- n. Oil Lease dated February 13, 1980, executed by James H. McDaniel, et ux to William Peavy, Trustee, recorded in Vol. 521, Page 89 AND a correction in vol. 527 p 436 Deed Records of Atascosa County, Texas.
- o. Oil Lease dated November 27, 1990, executed by James H. McDaniel, et ux to John F. Mitchell, recorded in Vol. 833, Page 837, Deed Records of Atascosa County, Texas.
- p. Memorandum of Oil and Gas Lease dated effective August 22, 2009, Grace J. McDaniel to EOG Resources, Inc., recorded under Clerk's File No. 112112 AND ratified under Clerk's File Nos. 149584; 149585; 149586; 149587; 149588; 149589; 155417; 155499; 155500; 155501 156507; 156519; 157724; 157803; 157476; 159115; 160613; 161954; 165660; 167890, Official Public Records of Atascosa County, Texas.
- q. Affidavit dated December 6, 2012, executed by EOG Resources, Inc., recorded under Clerk's File No. 137763, Official Public Records of Atascosa County, Texas.
- r. Pipeline Right-of-Way and Easement Agreement executed by Ricky Mutz, et al to CIMA Resources, Inc., recorded under Clerk's File No. 139734, Official Public Records of Atascosa County, Texas.
- s. Declaration of Pooled Unit executed by Cima Resources, Inc., recorded under Clerk's File No. 145337; AND amended under Clerk's File No. 149617), Official Public Records of Atascosa County, Texas.
- t. Non-exclusive Pipeline Right-of-Way and Easement Agreement dated October 13, 2013, executed by Grace J. McDaniel to CIMA Resources, LLC, recorded under Clerk's File No. 147257, Official Public Records of Atascosa County, Texas.
- u. Right-of-Way Easement dated January 6, 2014, executed by Grace J. McDaniel to Karnes Elec. Coop., Inc., recorded under Clerk's File No. 148924, Official Public Records of Atascosa County, Texas.
- v. Memorandum Non-Exclusive Pipeline Right-of-Way and Easement Agreement dated effective October 30, 2013, executed by Grace J. McDaniel to CIMA Resources, LLC, filed for record on March 5, 2014, under Clerk's File No. 149847, Official Public Records of Atascosa County, Texas.
- w. Unit Designation dated February 27, 2014, executed by Chris M. Kidd, CIMA Resources, LLC, recorded under Clerk's File No. 149625 AND amended under Clerk's File No. 155993, Official Public Records of Atascosa County, Texas.
- x. Memorandum Non-exclusive Pipeline Right-of-Way and Easement Agreement dated effective July 1, 2014, executed by Ricky Mutz, Jr., et al to CIMA Resources, LLC, recorded under Clerk's File No. 155395, Official Public Records of Atascosa County, Texas.
- y. Pipeline Right-of-Way and Easement Agreement dated effective September 12, 2014, executed by Ricky Mutz, Jr., et al to CIMA Resources, LLC, recorded under Clerk's File No. 155797, Official Public Records of Atascosa County, Texas.
- z. Unit Designation dated September 23, 2014, executed by CIMA Resources, LLC, recorded under Clerk's File No. 155995 and amended under Clerk's File No. 167890 Official Public Records of Atascosa County, Texas.

- aa. Surface Use and Well Location Agreement filed for record on October 17, 2015, executed by Grace J. McDaniel to CIMA Resources, LLC, recorded under Clerk's File No. 156507, Official Public Records of Atascosa County, Texas.
- bb. Affidavit dated October 6, 2014, executed by CIMA Resources, LLC, recorded under Clerk's File No. 156519 ; AND correction under Clerk's File No. 159190), Official Public Records of Atascosa County, Texas.
- cc. Temporary Surface Right-of-Way and Easement and Consent to Staging Pond dated effective April 5, 2014, executed by Ricky Mutz, Jr. to CIMA Resources, LLC, recorded under Clerk's File No. 160091 , Official Public Records of Atascosa County, Texas.
- dd. Right-of-Way Easement dated March 4, 2015, executed by Grace J. McDaniel to Karnes Elec. Coop., Inc., recorded under Clerk's File No. 161667, Official Public Records of Atascosa County, Texas.
- ee. Royalty Conveyance dated November 11, 2015, executed by Crystal L. Daniel to Greenlow Oil and Gas, LLC, recorded under Clerk's File No. 167549); AND amended under Clerk's File No. 168723), Official Public Records of Atascosa County, Texas.
- ff. Landman's Statement of Production History January 11, 2016, executed by David Myers, Landman to The Public, recorded under Clerk's File No. 168019, Official Public Records of Atascosa County, Texas
- gg. Oil, Gas and Mineral Conveyance dated January 1, 2017, executed by Greenlow Oil and Gas, LLC, to Burbank Oil and Gas, LLC, recorded under Clerk's File No. 175423, Official Public Records of Atascosa County, Texas.
- hh. Mineral and/or Royalty Reservation as set out in Special Warranty Deed dated October 1, 2020, executed by Jeffrey Collignon, Independent Executor of the Estate of Grace J. McDaniel, Deceased to Jeffrey Collignon, recorded under Clerk's File No. 209158 , Official Public Records of Atascosa County, Texas.
- ii. Mineral and Royalty Deed dated November 6, 2020, executed by Patricia Ann Booher, Trustee, The Robert and Patricia Booher Revocable Trust to Trent Davis Booher, Trustee, Trent Davis Booher Descendants Trust, et al, recorded under Clerk's File No. 209846), Official Public Records of Atascosa County, Texas.
- jj. Mineral and Royalty Deed dated August 12, 2020, executed by Robert Davis Booher to Robert Davis and Booher and Patricia Ann Booher, Co-Trustees, The Robert and Patricia Booher Revocable Trust U/T/A August 12, 2020, recorded under Clerk's File No. 209847), Official Public Records of Atascosa County, Texas.
- kk. Executor's Mineral Deed dated December 16, 2020, executed by Jeffrey A. Collignon, Independent Executor of the Estate of Grace J. McDaniel, Deceased to James L. Hoots, et al, recorded under Clerk's File No. 210961, Official Public Records of Atascosa County, Texas.
- ll. Right-of-Way Easement dated December 16, 2020, executed by Jeffrey Collignon to McCoy Water Supply Corp., recorded under Clerk's File No. 214122 , Official Public Records of Atascosa County, Texas.
- mm. Utility Easements and Right-of-Ways dated April 14, 2021, executed by Jeffrey Collignon to Karnes Elec. Coop., Inc., recorded under Clerk's File Nos. 214351 and 214352, Official Public Records of Atascosa County, Texas.
- nn. Mineral and Royalty Deed dated effective February 1, 2024, executed by Jeffrey A. Collignon to Caddo Minerals, LP, recorded under Clerk's File No. 242162, Official Public Records of Atascosa County, Texas.
- oo. Memorandum of Operating Agreement dated April 11, 2024, executed by Texas American Resources Company and Texas American Resources, II, recorded under Clerk's File No. 242431), Official Public Records of Atascosa County, Texas.
- pp. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
- qq. Company specifically excepts from coverage any right, claim, and/or interest associated with the (i) fence intrusion and fence protrusion; (ii) creek; (iii) possible water line crossing property, exact location not known; (iv) asphalt pavement; (v) overhead electric lines; (vi)

high fence on line; (vii) 0.58 Ac. record title not under fence; (viii) 0.72 Ac. record title not under fence in presently fenced and occupied county road; (ix) 1.33 Ac. under fence, not record title; (x) telephone pedestal; (xi) sign "under grnd. tele."; (xii) utility poles/anchors; (xiii) surveyor notes and (xiv) approximate location of flood zone boundary as shown on the Survey Plat, prepared by Gary T. Allen, RPLS 5401, Allen & Associates, Inc., Professional Land Surveyors on December 3, 2024.

THE SALE OF THE PROPERTY IS MADE ON AN "AS IS," WHERE IS" BASIS AND WITH ALL FAULTS, AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, EXCEPT FOR THE WARRANTY OF TITLE CONTAINED IN THIS DEED, GRANTORS MAKE NO WARRANTY OR REPRESENTATION WITH RESPECT TO THE PROPERTY, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE, IN RESPECT OF THE PROPERTY. THIS PROVISION SHALL SURVIVE THE DELIVERY OF THIS DEED.

TO HAVE AND TO HOLD the above described Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, and its successors, and assigns forever; and subject to the exceptions listed above, Grantors do bind themselves and their successors, and assigns, to WARRANT AND FOREVER DEFEND all and singular the said Property unto Grantee, and its successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that a Vendor's Lien, as well as the superior title in and to the above described Property, is retained against the above described Property, premises, and improvements, until the above described Note and all interest thereon are fully paid according to the face, tenor, effect, and reading thereof, after which this Deed shall become absolute.

But it is expressly agreed that the Vendor's Lien, as well as the superior title in and to the above- described Property, is retained against the above-described Property, until the above-described Note and all interest thereon is fully paid according to the face, tenor, effect, and reading thereof, after which this Deed shall become absolute. Capital Farm Credit, ACA as agent/nominee, at the request of Grantee, has paid in cash to Grantors that portion of the purchase price of the Property that is evidenced by the Note. Accordingly, the undersigned Grantors do hereby transfer and assign the hereinabove retained Vendor's Lien, together with the superior title in and to the property securing unto Capital Farm Credit, ACA as agent/nominee, and agrees that Capital Farm Credit, ACA as agent/nominee may release said Vendor's Lien whenever the Note which they secure has been fully paid.

[Signatures and Acknowledgments of Grantors and Grantee to follow.]

[The remainder of this page is intentionally left blank.]

Grantors:

Jeffrey A. Collignon
JEFFREY COLLIGNON

Claudia Collignon
CLAUDIA COLLIGNON

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF ATASCOSA §

This instrument was acknowledged before me on this 7 day of January, 2025, by
JEFFREY COLLIGNON and wife, CLAUDIA COLLIGNON.



Heather Foster
NOTARY PUBLIC, STATE OF TEXAS

[Grantee Signature and Acknowledgment on the following page.]

[The remainder of this page is intentionally left blank.]

AGREED TO AND ACCEPTED BY Grantee:

OLNR RIVERA LLC

By: *Oscar Rivera*
OSCAR RIVERA

Its: MANAGER

ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF Maricopa §

This instrument was acknowledged before me on this 3 day of January, 2025, by **OSCAR RIVERA**, as authorized signer and Manager of **OLNR RIVERA LLC**, a Texas limited liability company, acting for and on behalf of said company.



Heather Foster
NOTARY PUBLIC, STATE OF TEXAS

After Recording, Return to:
OLNR RIVERA LLC
113 CR 788
Natalia, Texas 78059

Prepared By:
SILLIVENT & SRP, PLLC (CCS)
P. O. Box 400
Jourdanton, Texas 78026

[EXHIBIT "A" to follow.]

EXHIBIT "A"

100.00 ACRES
BEING FARM TRACTS 5072, 5073, 5074, 5075 AND 5076
OUT OF FARM BLOCK 10 OF DIVISION 3
OF THE DR. CHARLES F. SIMMONS 95,000 ACRE SUBDIVISION
ATASCOSA COUNTY, TEXAS

METES AND BOUNDS LEGAL DESCRIPTION

100.00 acres being Farm Tracts 5072, 5073, 5074, 5075 and 5076, out of Farm Block 10 of Division 3, of the Dr. Charles F. Simmons 95,000 Acre Subdivision according to the plat and field notes thereof recorded in Volume 37 of the Deed Records of Atascosa County, Texas, and said 100.00 acre tract being more particularly described by metes and bounds, with bearings based on UTM84-14N by GPS observation, as follows:

BEGINNING at an unmonumented point for the southeast corner of said Tract 5076 and northeast corner of Tract No. 5077, being on the west line of a 30 foot wide road according to said plat of Simmons subdivision, being within the presently fenced and occupied County Road 329, for the southeast corner of this tract;

THENCE N 89°47'03" W along the common line between said Tracts 5076 and 5077, at 15.10 feet passing a 5/8 inch iron rod with cap stamped "SCHMACHT" found at a 3-way fence corner on the west line of said fenced and occupied County Road 329, continuing along a high fence and said Tract line for a total of 2640.00 feet to a 1/2 inch iron rod with yellow cap stamped "ALLEN RPLS 5401" set (iron rod set) in fence for the southwest corner of Tract 5076, northwest corner of Tract 5077, northeast corner of Tract 5061 and southeast corner of Tract 5060, for the southwest corner of this tract;

And from which, a 4 inch pipe fence corner post bears 35.3 feet West;

And also from which, a 5/8 inch iron rod found for the southwest corner of Tract 5079, northwest corner of Tract 5080, northeast corner of Tract 5064 and southeast corner of Tract 5063 bears S 00°02'40" W 990.00 feet; and from this point, a 3 inch pipe fence corner post bears 38.5 feet West and a "SCHMACHT" rod found for the southwest corner of Tract 5082 bears S 00°03'02" W 989.98 feet;

THENCE N 00°02'39" E along the west lines of Tracts 5076 and 5075, at 659.84 feet passing a bent 5/8 inch iron rod found for the northwest corner of Tract 5075 and southwest corner of Tract 5074, from which, a 3 inch pipe fence corner post bears 36.0 feet West, continuing along the west lines of Tracts 5074, 5073 and 5072 for a total of 1650.00 feet to an iron rod set in fence for the northwest corner of Tract 5072, southwest corner of Tract 5071, southeast corner of Tract 5055 and northeast corner of Tract 5056 for the northwest corner of this tract;

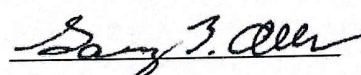
And from which, a fence corner bears 33.9 feet West;

And also from which, a 5/8 inch iron rod found on the north line of F.M. Highway 140 at its intersection with the west line of Tract 5020 and east line of Tract 5021 bears N 00°02'26" E 1698.40 feet;

THENCE S 89°47'03" E along the common line between Tracts 5071 and 5072, and veering north of said fence, at 2628.58 feet passing an iron rod set in fence on the fenced and occupied west line of said County Road 329 being about 19.3 feet north of a fence corner, and continuing for a total of 2640.00 feet to a point in the west line of said 30 foot wide road according to said Simmons plat for the northeast corner of said Tract 5072 and southeast corner of Tract 5071 for the northeast corner of this tract;

THENCE S 00°02'39" W along the west line of said 30 foot wide road per plat, and within the fenced and occupied County Road 329, and along the east lines of said Tracts 5072, 5073, 5074, 5075 and 5076, 1650.00 feet to the POINT OF BEGINNING.

This metes and bounds legal description is based on the Land Title Survey and survey plat made by Garry T. Allen, RPLS 5401 on December 3, 2024.



GARRY T. ALLEN, RPLS 5401
Garry T. Allen & Associates, Inc.
141 CR 454
Hondo, TX 78861
830-426-3725



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Theresa Carrasco

Theresa Carrasco, County Clerk

Atascosa County Texas

January 03, 2025 02:19 01 PM

FEE: \$49.00

YSALINAS

248646

WDVL

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 6 tracts of land out of 100 acres, more or less, described in a Deed, Instrument number 248646, Official Public Records, Atascosa County, Texas, and being currently owned by OLNK Rivera LLC, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that all tracts are being divided as 10+ acre tracts. 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 _____, 2025.

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 18.

Meeting Date: 01/27/2025
Item Title: Renewal - Temp Water Line County Road 401/County Road 407
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 approval/denial of the
Rural Development: extension of the temporary water line permit for Select Water Solutions on
County Road 401 and County Road 407. This extension will expire in May of
2025.

ATTACHMENTS

Water line renewal



ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

COMES NOW SELECT WATER SOLUTION, 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):

RENEWAL for a (1) 10" Lay Flat Line on CR 401/CR 407 for 17,213 feet. Please, see Exhibit A for full description.

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about 02/07/2025 (mm/dd/yyyy) and complete such operations by 05/07/2025 (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: January 16, 2025

I have reviewed the foregoing Request, and I:

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

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

Robert L. Hurley, County Judge

Atascosa County, Texas

CONTACT PERSON FOR COMPANY

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

Print name: Mandy Cooley

Office Telephone: 817-964-5311

Cell Phone: 817-964-5311

Email Address: MCoolley@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 with the Request.

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

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

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

FEE SCHEDULE:

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

AMENDMENT OF PERMIT: \$250.00

EACH EXTENSION OF PERMIT: \$ 200.00

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

AGENDA REQUEST (GENERAL)

Agenda Item 19.

Meeting Date: 01/27/2025
Item Title: Renewal - Temp Water Line County Road 410/411
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 approval/denial of the
Rural Development: extension of the temporary water line permit for Select Water Solutions on
County Road 410 and County Road 411. This extension will expire in May of
2025.

ATTACHMENTS

410/411 Temp Water line extension



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):

RENEWAL for a (1) 10" Lay Flat Line on CR 410/CR 411 for 5,770 feet. Please, see Exhibit A for full description.

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about 02/06/2025 (mm/dd/yyyy) and complete such operations by 05/06/2025 (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



Title: STR Administrative Assistant

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

Date: January 16, 2025

I have reviewed the foregoing Request, and I:

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

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

Robert L. Hurley, County Judge

Atascosa County, Texas

CONTACT PERSON FOR COMPANY

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

Print name: Mandy Cooley

Office Telephone: 817-964-5311

Cell Phone: 817-964-5311

Email Address: MCoolley@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 with the Request.

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

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

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

FEE SCHEDULE:

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

AMENDMENT OF PERMIT: \$250.00

EACH EXTENSION OF PERMIT: \$ 200.00

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



**AGENDA REQUEST
(GENERAL)**

Agenda Item 20.

Meeting Date: 01/27/2025
Item Title: McCoy ROW Permit - County Road 430
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 approval/denial of the McCoy
Rural Development: Water Supply Corporation Right-of-Way permit for a 4" waterline that will extend
750' down County Road 430 in Precinct 4.

ATTACHMENTS

Permit

Notice of Proposed Commercial Installation Utility Line on Non-Controlled Access Roadway

Residential Use: ✓
FEE: _____

Commercial Use: _____
PAID: _____

To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: _____

Formal notice is hereby given that McCoy Water Supply Corporation
Company proposes to place a 750' 4" Water Line
line within the right-of-way of County Road 430 in Precinct _____
Atascosa County, Texas as follows: (give location, length, general design, etc.)

4in. 750 ft water line extension to be installed parallel along County Road 430 starting at GPS Coordinates (N28°54.877, W98°28.999) and ending at GPS Coordinates (N28°54.877, W98°29.142). Water line will be placed in between the fence line and CR 430. Water line will run parallel 3.5 ft from the fence line and approximately 3.5 ft from the CR 430 right of way. Water line will be enclosed in a 6" casing as it crosses over the driveway located at 3761 CR 430.

Water Line will consist of SDR-21 PVC

(Please see attached map)
—Diagram Location

3' DEEP

<— Surface Grade of Road —>

Not Applicable / No Bore Required

“PVC casing with “PVC Service

****(NOTE—IF APPLICABLE CASING TO BE PLACED 30” BELOW DITCH ELEVATION)**

1. The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Atascosa County Commissioners Court, and all governing laws, including but not limited to the “Federal Clean Water Act”, the “Federal Endangered Species Act”, and the “Federal Historic Preservation Act”. Upon request by the County of Atascosa, proof of compliance with all governing laws, rules, and regulations will be submitted to the County of Atascosa before commencement of construction.
2. Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will re-vegetate the area as indicated under “Re-vegetation Special Provisions”.
3. Our firm will ensure that traffic control measures complying with applicable portions of the *Texas Manual of Uniform Traffic Control Devices* will be installed and maintained for the duration of this installation.
4. Our firm agrees to indemnify and hold Atascosa County, its officers, agents or employees, harmless from any personal injury, property damage or real property related claims against County, its officers, agents or employees, that result from Company’s operations under this permit, or facilities installed under this permit, EVEN IF SUCH CLAIMS RESULT IN WHOLE OR PART FROM THE NEGLIGENCE, OR NONCOMPLIANCE WITH A STATUTORY DUTY, OF COUNTY, ITS OFFICERS, AGENTS OR EMPLOYEES.
5. The firm agrees to release the County, and any emergency services personnel operating on behalf of the County, from any and all claims for damages done to Company’s property, during emergency operations.
6. The firm agrees to waive receipt of notice from the County, of routine maintenance operations in the right of way, or adjoining drainage easements, and to bear the cost of any additional fortifications, barriers, conduits, or

other changes or improvements necessary to protect the public or pipeline facility, that the firm requires under §756.123 Texas Health and Safety Code.

7. The location and description of the proposed line and appurtenances is more fully shown by (number) -1- complete sets of drawings attached to this notice.

8. Construction of this line will begin on or after the 23 day of January, 2025.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

If the firm represents that it is a “gas corporation” as defined by Chapter 181, Texas Utilities Code, and/or a “common carrier” as defined by Chapter 111, Texas Natural Resources Code, AND the firm represents that it has the power of eminent domain to place THIS line on the County Right of Way, under Chapter 181, Texas Utilities Code, and/or Chapter 111, Texas Natural Resources Code, then provide the following information:

9. The firm’s Operator Number assigned by the Texas Rail Road Commission:_____.

10. A copy of the firm’s complete application, to the Texas Rail Road Commission, for a T-4 permit, for the pipeline:

Is attached _____. **OR** Will be submitted with T-4 permit_____. (Check One)

OR

No T-4 permit is required for this pipeline because: (describe why no permit is required, ie: “*low pressure transmission pipeline of less than 1 mile.*”)

11. A copy of the Texas Rail Road Commission T-4 permit for the pipeline:

N/A under # 9 _____ Is attached _____.

Will be submitted when received_____. (Check One)

12. A copy of the firm’s complete PS-48, New Construction Report, to the Texas Rail Road Commission, for the pipeline:

Is attached _____. **OR** Will be submitted when filed with RRC_____. (Check One)

OR

No PS-48 is required for this pipeline because: (describe why no permit is required, ie: “*low pressure distribution pipeline of less than 5 miles.*”)

A permit granted without the attachments required under items 10-12 is contingent upon the firm obtaining a T-4 permit (if required by the RRC), submitting copies of the T-4 permit and the complete application for the T-4 permit (if required by the RRC), and the PS-48 (if required by the RRC) to Atascosa County, and maintaining the T-4 permit (if required by the RRC).

13. If State or Federal law requires registration and/or signage of the pipeline, Firm agrees to abide by that law, at all points where the pipeline touches the County right of way. If no such law requires registration, and/or signage:

(a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.

(b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.

(c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

By signing below, I certify that I am authorized to represent the FIRM listed below, and that the FIRM agrees to the conditions/provisions included in this permit.

FIRM _____

By (Print) _____

Signature _____

Title _____

Address _____

Phone No. _____

Fax No _____

To: _____

Roadway _____
Beg. RM _____ Offset _____ End RM _____
County Precincts No. _____ Atascosa County, Texas
Date: _____

UTILITY PERMIT NO.

The County of Atascosa, Texas, offers no objection to the location on the right-of-way of your proposed

(Please see attached map)

as shown by accompanied drawings and notice dated _____ except as noted below.

1. It is expressly understood that the County of Atascosa does not, hereby, grant any right, claim, title, or easement in or upon this county road. The firm is cautioned that it should ensure that it has a valid easement from the owner of the land under the county road right of way.

2. It is further understood that the County of Atascosa may require the owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) day written notice.

3. You are requested to notify the appropriate Precinct Commissioner prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that the Commissioner may be made aware and may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts, and clean up. These specifications are intended to preserve our considerable investment in roadway construction/maintenance.

4. The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Owner fails to comply with any or all of the requirements as set forth herein, the County of Atascosa may take such action as it deems appropriate to compel compliance.

5. This permit is _____ is not _____ contingent upon later receipt of a T-4 permit, or T-4 permit and complete application for T-4 permit, or PS-48.

- **General Special Provisions:**

- **Re-vegetation Special Provisions:** In order to minimize erosion and sedimentation resulting from the proposed installation, the project area will be re-vegetated

- ☐ in accordance with Standard Specification Item 164 which specifies the appropriate grass seed mix to be used, or
- ☐ as indicated on the attachment.

Please notify _____ forty-eight (48) hours prior to starting construction of the line in order that we may have a representative available.

County of Atascosa—Commissioners Court: DATE: _____

By: _____
COUNTY JUDGE

COMMISSIONER, PRECINCT No. _____

COUNTY OF ATASCOSA

“LIST OF REQUIRED INFORMATION” FROM (TXDOT) “SAFETY AND MAINTENANCE OPERATIONS DIVISION MANUAL”

- 1) Location of proposed installation. (This should include a written description as well as a sketch or drawing. Adequate information, with reference to the nearest highway, street or county road intersection or river or creek crossing should be included.)
- 2) Size and total length of proposed installation.
- 3) Whether the proposed utility installation will parallel or cross roadway right-of-way.
- 4) Whether any paving, riprap, or roadway material is involved.
- 5) Working pressure of pipelines.
- 6) Whether sewer line is gravity flow or pressure.
- 7) Voltage of transmission lines.
- 8) Whether communication cables are copper or fiber optic.
- 9) Type of pipe, encasement, or any other such information.
- 10) Longitude/latitude (GPS points)

Permit applications for high pressure pipelines shall contain the following additional information:

- 1) Diameter
- 2) Wall Thickness
- 3) Material Specifications
- 4) Minimum Yield Strength
- 5) Maximum Operating Pressure of the Pipeline

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:

**Mark Gillespie
830-569-2901
152 Ben Parker
Pleasanton, TX 78064**

Precinct 3 Commissioner:

**George "Butch" Pawelek
830-277-1213
76 Yule Ave
Charlotte, TX 78011**

Precinct 2 Commissioner:

**Mark Bowen
830-742-3946
1625 FM 3175
Lytle, TX 78052**

Precinct 4 Commissioner:

**Kennard "Bubba" Riley
830-569-1147
384 Shale Rd
Pleasanton, TX 78064**

Permit Fees: Residential – No Fee, Commercial - \$500/mile or part of a mile. Checks made payable to Atascosa County.



PERSONNEL ACTION FORM

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

Employment Type:

New employee

Requested Action

Molly Solis:

County Attorney:

Discuss and/or take appropriate action concerning personnel:

New Employee:

Monica Guillen

Position:

Victim Assistance Coordinator

Pay Rate:

\$59,400.00 salary non-exempt annually; SB 22
Eligible; 90-day County probation; 180-day
County Attorney's Office Probation Period

Salary Budget Area:

012-404-405

Start Date:

02/03/2025

Physical:

complete

Drug Test:

complete

AGENDA REQUEST (GENERAL)

Agenda Item 22.

Meeting Date: 01/27/2025
Item Title: Pre-Trial Diversion Fund
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action concerning approval of disbursement of
County Auditor: pre-trial diversion funds as authorized by Art. 102.0121 of the Texas Code of Criminal Procedure and approval of a check to be written from the Pre-Trial Miscellaneous Fund line item 053-400-625, in the amount of \$10,500.00 for FY 2025 2nd quarter payment for services provided to Atascosa by the CSCD, as specified in the Interlocal Agreement. This has been reviewed and approved by the County Attorney, Molly Solis.

ATTACHMENTS

Pre-Trial Invoice



81st & 218th Judicial District
Community Supervision
& Corrections Department
Atascosa, Frio, Karnes, La Salle, Wilson

Valerie Campos
Director

Andrew Flores
Deputy Director

Invoice

Bill to: Atascosa County Attorney
1405 Campbell
Jourdanton, TX 78026

Date: January 7, 2025

| Item(s) Billed | Amount Due |
|--|-------------|
| Pre-Trial Intervention Services for Atascosa County—FY 25 2nd Quarter (Atascosa County Attorney's Office Pre-Trial Diversion Program) | \$10,500.00 |

**Per Section 3 of Interlocal Agreement entered on September 25, 2017*

***Please see attached report which detail current Pre-trial Diversion caseload.*

Submitted By:

01/07/2025

Valerie Campos, Director
81st & 218th Judicial District CSCD

2025-01-07 10:15:00
ATASCOSA COUNTY
81st & 218th JUDICIAL DISTRICT
VALERIE CAMPOS

ATASCOSA COUNTY
1405 Campbell Avenue, Suite 102
Jourdanton, TX 78026
P: 830-769-3724
F: 830-769-2083

FRIO COUNTY
500 E. San Antonio St. Box 14
Pearsall, TX 78061
P: 830-505-2976
F: 830-334-0068

KARNES COUNTY
210 W. Calvert, Suite 170
Karnes City, TX 78118
P: 830-780-3394
F: 830-780-4546

LA SALLE COUNTY
101 Courthouse Square
Cotulla, TX 78014
P: 830-483-5151
F: 830-483-5108

WILSON COUNTY
1102 3rd Street
Floresville, TX 78114
P: 830-393-7317
F: 830-393-7326

**AGENDA REQUEST
(GENERAL)**

Agenda Item 23.

Meeting Date: 01/27/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve the Vehicle Lease agreement

Molly Solis: between Atascosa County and Constables Pct. 1-4.

County Attorney:

ATTACHMENTS

**AGENDA REQUEST
(GENERAL)**

Agenda Item 24.

Meeting Date: 01/27/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve invoice 1958 from DRG Architects, LLC for the professional services rendered pursuant to the agreement for architectural services for the Medical Examiners building.

ATTACHMENTS

invoice

DRG Architects, LLC
13300 Old Blanco Road, Suite 175
San Antonio, TX 78216
TIN# 47-4372217

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 1/17/2025 | 1958 |

| |
|--|
| Bill To |
| Honorable Weldon Crude Atascosa County Judge 1 Courthouse Circle Dr. County Courthouse Suite 101 Jourdanton, Tx. 78026 |

| |
|-------------------------------------|
| Project |
| 202420 Atascosa Co Regional ME BLDG |

| Description | Amount |
|--|-------------|
| For Professional Services rendered pursuant to the Agreement for Architectural Services between Owner and Architect, dated March 11, 2024 and in accordance with Article 11, "Compensation". | |
| FOR A STIPULATED SUM OF \$695,000.00 | |
| FEE BREAKDOWN | |
| Programming Phase = 5% of \$695,000.00 = \$34,750.00 | |
| Schematic Design Phase = 10% of \$695,000.00 = \$69,500.00 | |
| Design Development Phase = 20% of \$695,000.00 = \$139,000.00 | |
| Construction Document Phase = 35% of \$695,000.00 = \$243,250.00 | |
| Procurement Phase = 10% of \$695,000.00 = \$69,500.00 | |
| Construction Administration Phase = 20% of \$695,000.00 = \$139,000.00 | |
| 100% of Programming Phase = \$34,750.00 | 34,750.00 |
| 100% of Schematic Phase = \$69,500.00 | 69,500.00 |
| 100% of Design Development = \$139,000.00 | 139,000.00 |
| 30% of Construction Documents = \$72,975.00 | 72,975.00 |
| TOTAL COMPLETED TO DATE: \$316,225.00 | |
| TOTAL PAID TO DATE: | -173,750.00 |
| PRIOR BILLING TO DATE: \$69,500.00 | -69,500.00 |
| Please remit payment to DRG Architects, LLC | |
| Total | \$72,975.00 |

**AGENDA REQUEST
(GENERAL)**

Agenda Item 25.

Meeting Date: 01/27/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve invoice 1959 from DRG Architects for architectural services related to the Sheriffs Office Addition using ARPA funds.

ATTACHMENTS

invoice

DRG Architects, LLC
13300 Old Blanco Road, Suite 175
San Antonio, TX 78216
TIN# 47-4372217

Invoice

| | |
|-----------|-----------|
| Date | Invoice # |
| 1/17/2025 | 1959 |

| |
|--|
| Bill To |
| Honorable Weldon Crude Atascosa County Judge 1 Courthouse Circle Dr. County Courthouse Suite 101 Jourdanton, Tx. 78026 |

| |
|---------------------------------|
| Project |
| 2016102024 Atascosa SO Addition |

| Description | Amount |
|--|-------------|
| For Professional Services rendered pursuant to the Agreement for Architectural Services between Owner and Architect, dated September 23, 2024 and in accordance with Article 11, "Compensation". | |
| FOR A STIPULATED LUMP SUM OF \$110,000.00 | |
| FEE BREAKDOWN | |
| 15% of Schematic Design Phase = \$16,500.00 | |
| 20% of Design Development Phase = \$33,000.00 | |
| 35% of Construction Documents Phase = \$38,500.00 | |
| 10% of Procurement Phase = \$11,000.00 | |
| 20% of Construction administration Phase = \$33,000.00 | |
| 100% of Schematic Design = \$16,500.00 | 16,500.00 |
| 100% of Design Development Phase = \$33,000.00 | 33,000.00 |
| 100% of Construction Documents = \$38500.00 | 38,500.00 |
| 100% of Procurement Phase = \$11,000.00 | 11,000.00 |
| Total Completed to Date: \$99,000.00 | |
| Total Paid to Date: \$16,500.00 | -16,500.00 |
| Total Prior Billing to Date: \$33,000.00 | -33,000.00 |
| Please remit payment to DRG Architects, LLC | |
| Total | \$49,500.00 |