

ATASCOSA COUNTY  
COMMISSIONERS COURT  
REGULAR MEETING  
COMMISSIONERS COURTROOM, SUITE 203  
February 10, 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. Andrea Rathmell: Discuss and/or take appropriate action to approve the reading of the Teen Safer Path Family Dating Violence Awareness Month Proclamation presented by Safer Path Violence Shelter: Family Violence Shelter.
5. Judge Cude: Discuss and/or take appropriate action on the approval of a proclamation to officially recognize Career and Technical Education (CTE) Month in Sarah Evans: Atascosa County. The proclamation is being presented by the Pleasanton High School Career and Technical Education (CTE) Department, with the support of its student and staff leaders, in celebration of CTE Month.
6. Constable Medina: Discuss and/or take appropriate action to approve the 2024 Racial Profiling Report for Pct. 1.
7. Sarah Rihn: Discuss and/or take appropriate action concerning personnel:  
Shelter Director:
  - Existing Employee: Craig Tallant
  - Position: Licensed Vet Tech
  - Pay Rate: \$23.08 Hourly
  - Salary Budget Area: 012-477-402
  - Start Date: 02/10/25

|                     |                |
|---------------------|----------------|
| Physical:           | N/A            |
| Drug Test:          | N/A            |
| Existing Employee:  | Jarod Martinez |
| Position:           | Asst Vet Tech  |
| Pay Rate:           | \$21.92 Hourly |
| Salary Budget Area: | 012-477-404    |
| Start Date:         | 02/10/25       |
| Physical:           | N/A            |
| Drug Test:          | N/A            |

8. Cathy Seiter: Elections Administrator: Discuss and/or take appropriate action concerning personnel:

|                     |                 |
|---------------------|-----------------|
| New Employee        | Nazul Gomez     |
| Position:           | Elections Clerk |
| Pay Rate:           | \$19.00 hourly  |
| Salary Budget Area: | 012-435-402     |
| Start Date:         | 2/10/2025       |
| Physical:           | Pending         |
| Drug Test:          | Pending         |

9. Cathy Seiter: Elections Admin. Discuss and/or take appropriate action to order a special election to be held on May 3, 2025, on the proposition of the addition of territory to Atascosa County Emergency Services District No. 1 by annexation of additional territory described in Exhibit A, "Rossville VFD Service Area," to Atascosa County ESD No.1 and authorization to impose a tax not to exceed the rate allowed by Section 48-e, Article III, Texas Constitution pursuant to Health & Safety Code and to assume its proportionate share of the outstanding debts and taxes of the Atascosa County Emergency Services District No. 1, if it is added to the District. (General Manager Matthew Dear for ACESD No. 1)

10. Cathy Seiter: Elections Admin: Discuss and/or take appropriate action to Order a special election to be held May 3, 2025, on the proposition of the creation of Atascosa County Emergency Services District No. 2 and authorization to impose a tax not to exceed the rate allowed by Section 48-e, Article III, Texas Constitution pursuant to the Health & Safety Code

11. Sheriff Guerra: Discuss and/or take appropriate action on the presentation of the 2024 Racial Profiling Report

12. Sheriff Guerra: Discuss and/or take appropriate action concerning personnel:
- |                     |   |
|---------------------|---|
| Existing Employee:  | Joseph Dickey   |
| Position:           | Patrol Deputy   |
| Pay Rate:           | Move to tier 1: \$28.62 hourly, \$120.00 mo. uniform, continuing 1 Year Agency Probation. |
| Salary Budget Area: | 012-440-410   |
| Start Date:         | 02/15/2025  |

Physical: n/a  
Drug Test: n/a

Existing Employee: Yancy Baez  
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: 02/16/2025  
Physical: n/a  
Drug Test: n/a

Existing Employee: Brandon Gonzales  
Position: Corrections Officer  
Pay Rate: Move to Tier 1: \$25.27 Hourly, \$120.00 Mo.  
Uniform, Continuing 1-Year Agency Probation  
Salary Budget Area: 012-442-560  
Start Date: 02/16/2025  
Physical: n/a  
Drug Test: n/a

Existing Employee: Matthew Miller, Max Peralta, Eric Kaiser,  
Wayne Stratton, Gavin Lindsay, Albert Garza,  
Robert Newman, Stephen Wilson, Tzu-Chi  
Chia, Timothy Challes, John Strause  
Position:  
Pay Rate: Move from 86 Hours Fluctuating to 80 Hours  
Fluctuating  
Salary Budget Area: 012-440-410  
Start Date: 02/16/2025  
Physical: n/a  
Drug Test: n/a

13. Britni Van Curan: Discuss and/or take appropriate action concerning personnel:  
Rural  
Development:

Existing Employee: Victoria Davis  
Position: Permit Coordinator  
Pay Rate: \$25.96/hour  
Salary Budget Area: 012-472-408  
Start Date: 2/10/25  
Physical: N/A  
Drug Test: N/A

14. Britni Van Curan: Discuss and/or take appropriate action concerning approval of the Trinity  
Rural Acres Final Plat on Stevens Rd and Sanctuary Ln in Precinct 2.  
Development:

15. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial for the  
Rural Somerset Valley Subdivision on Sanctuary Ln in Precinct 2.

Development:

16. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Somerset Estates Final Plat on Stevens Road in Precinct 2.
17. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial for the Rural Development: road bore permit for SAWS on Stacy Rd. in Pct. 2.
18. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Merrell Gomez Addition Preliminary Plat on Lozano Rd in Precinct 3.
19. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Temporary Water Line Permit for EOG on County Road 413 for .96 miles in Precinct 4.
20. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development: Temporary Water Line permit for EOG on County Road 413 (1 line) in Precinct 4.
21. Justin Vasquez: Discuss and/or take appropriate action concerning enrolling in the state-IT Manager: mandated Cybersecurity Awareness Training course provided by TAC and authorizing the County Judge to sign the enrollment form.
22. Justin Vasquez: Discuss and/or take appropriate action concerning accepting a quote I.T. Manager: from LiftOff LLC for Microsoft Licensing in the amount of \$106,051.92 and transferring our licenses from SHI to LiftOff. Agreement has been reviewed by the County Attorney.
23. Molly Solis: Clarification on the terms of the previously approved Constable vehicle County Attorney: lease agreements.
24. Tracy Barrera: Discuss and/or take appropriate action concerning the trade-in of the Auditor: following item from Road and Bridge PCT4: 2016 HAMM PNEUMATIC GRW180-10 ROLLER serial number H2280038, for a trade-in value of \$13,725.00 to ROMCO Equipment Co. This trade will go against the purchase of a 2020 VOLVO PTR240 PNEUMATIC COMPACTOR Mfr Serial 352097 hours 440 for \$63,175.00. The total cost after trade-in is \$49,450.00. This purchase will be on the TX BuyBoard Contract #685-22 and will be charged to the Road and Bridge PCT4 budget.
25. Tracy Barrera: Discuss and or take appropriate action on approving the annual software Auditor: renewal (03/05/2025 to 03/04/2026) from ESRI, quote number 26253617, in the amount of \$4,618.39. This software renewal is for the Atascosa County Rural Development Department, see attached.
26. Judge Cude: Discuss and/or take appropriate action to approve the present HUD Section 3 Presentation for the TXCDBG County's CDV23-0227 Grant.
27. Judge Cude: Discuss and/or take appropriate action to approve the updated



membership of the Courthouse Security Committee. New members include County Attorney Molly Solis, County Sheriff Jake Guerra, County Court at Law Judge Bob Brendel, and Justice of the Peace Pct. 4 Rusty Prasifka. They will join current members District Judge Jennifer Dillingham, County Judge Weldon Cude, Courthouse Security Lieutenant Norma Jordan, and IT Director Justin Vasquez.

28. Judge Cude: Discuss and/or take appropriate action to approve the proposed revisions to the "Personal Leave" policy regarding the equitable distribution of personal leave hours for employees working 8-hour, 12-hour, and 24-hour shifts, effective January 1, 2025.

29. Judge Cude: Update and/or take appropriate action concerning Judge, Commissioners, and Other County Elected Officials' training course certifications, record any hours and certificates into Commissioners Court minutes and other documents not related to education need to be filed in the court records.

Commissioner Gillespie completed 24.00 hours of continued education at the 2025 V.G. Young Institute of County Government Seminar for Newly Elected County Judges and Commissioners in College Station on January 14-17, 2025.

Commissioner Pawelek completed 24.00 hours of education at the 2025 V.G. Young Institute of County Government Seminar for Newly Elected County Judges and Commissioners in College Station on January 14-17, 2025.

30. **EXECUTIVE SESSION**

**The Regular Session of Atascosa County Commissioners Court will now recess in order to convene in Executive Session according to Texas Government Code 551.071 Consultation with Attorney, 551.074 Personnel Matters and 551.072 Deliberation regarding real property.**

- A. Discuss and consider the HR Director Committee recommended candidate for HR Director position.
- B. Deliberate the sale of real property owned by Atascosa County.
- C. Deliberate the sale of a Modular Building owned by Atascosa County.

31. **OPEN SESSION**

- A. Discuss and Consider action to authorize the HR Director Committee Chair to begin the hiring process for the recommended candidate for the HR Director Position.
- B. Discuss and Consider action regarding the sale of real property owned by Atascosa County.
- C. Discuss and Consider action regarding the sale of a Modular Building owned by Atascosa County.

32. Judge Cude: Discuss, review and take action to accept and/or approve any Tracy Barrera: invoices and payroll.
33. Judge Cude: Discuss, review and take action on reports submitted.

Tracy Barrera:

34. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioners Court is set for Monday, February 24, 2025.
35. Judge Cude: Adjourn.



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Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00a.m., on Friday, February 7, 2025.



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Jessica Kidd, Court Coordinator

## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 4.**

**Meeting Date:** 02/10/2025

**Item Title:**

**Submitted For:**

### **Discuss and/or take appropriate action concerning:**

Andrea Rathmell: Discuss and/or take appropriate action to approve the reading of the Teen  
Safer Path Family Dating Violence Awareness Month Proclamation presented by Safer Path Family  
Violence Shelter: Violence Shelter.

### **ATTACHMENTS**

TDVAM

## ATASCOSA COUNTY, TEXAS

### Teen Dating Violence Awareness Month Proclamation

**WHEREAS**, one in three adolescents in the U.S. is a victim of physical, sexual, emotional or verbal abuse from a dating partner, a figure that far exceeds rates of other types of youth violence, and

**WHEREAS**, intimate partner violence often begins in adolescence as early as 6<sup>th</sup> grade

**WHEREAS**, high school students who experience physical violence in a dating relationship are more likely to use drugs and alcohol, are at greater risk of suicide, and are much more likely to carry patterns of abuse into future relationships; and

**WHEREAS**, only 33% of teens who are in an abusive relationship ever tell anyone about the abuse, and 81% of parents surveyed either believe teen dating violence is not an issue or admit they do not know if it is one; and

**WHEREAS**, working with youth to help them build social-emotional skills, such as empathy, respect, healthy communication, and conflict resolution skills, promotes the development and expectation of mutually respectful, caring, and nonviolent relationships, and

**WHEREAS**, engaging teens and adults to promote social norms that support healthy relationships has great potential to transform our communities so that teen dating violence is not acceptable and everyone has access to the tools to intervene when they witness teen dating violence, and

**WHEREAS**, we must work together to create a world where every teen can live free of dating and sexual violence in their homes, schools, and communities.

NOW, THEREFORE, I, Weldon P. Cude, Atascosa County Judge, do hereby proclaim February 2025, as Teen Dating Violence Awareness and Prevention Month, throughout Atascosa County.

## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 5.**

**Meeting Date:** 02/10/2025

**Item Title:**

**Submitted For:** Weldon Cude, County Judge

### **Discuss and/or take appropriate action concerning:**

**Judge Cude:** Discuss and/or take appropriate action on the approval of a proclamation to  
**Sarah Evans:** officially recognize Career and Technical Education (CTE) Month in Atascosa County. The proclamation is being presented by the Pleasanton High School Career and Technical Education (CTE) Department, with the support of its student and staff leaders, in celebration of CTE Month.

### **ATTACHMENTS**

Information

# Proclamation

**WHEREAS:** February 1-28, 2025, has been designated Career and Technical Education (CTE) Month® by the Association for Career and Technical Education; and

**WHEREAS:** CTE offers students the opportunity to gain the academic, technical and employability skills necessary for true career readiness; and

**WHEREAS:** students in CTE programs participate in authentic, meaningful experiences that improve the quality of their education and increase their engagement and achievement; and

**WHEREAS:** CTE provides students with career exploration opportunities early in their educational experience, which enables them to make informed and beneficial decisions about their academic coursework and pursue established programs of study and career pathways; and

**WHEREAS:** leaders from business and industry nationwide report increasing challenges related to addressing the skills gap and connecting qualified professionals with careers in critical and growing CTE-related fields, such as advanced manufacturing, cybersecurity, energy, health care, information technology, and transportation; and

**WHEREAS:** CTE prepares students for these and other fulfilling careers by offering integrated programs of study that link secondary and postsecondary education and lead to the attainment of industry-recognized credentials; and

**WHEREAS:** CTE programs ensure that employers have access to a qualified and thriving workforce, ensuring our nation is a strong and competitive economy;

**NOW THEREFORE, I, Weldon P Cude, Atascosa County Judge**

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do hereby proclaim February 1-28, 2025, as

## CTE Month

In Atascosa County, all citizens become familiar with the services and benefits offered by the CTE programs in this community and support and participate in these programs to enhance their individual skills and productivity.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and caused the Great Seal of the Atascosa County of Texas to be affixed on this 10<sup>th</sup> day of February 2025.

## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 6.**

**Meeting Date:** 02/10/2025  
**Item Title:** Racial Profiling Report  
**Submitted For:** Mark Medina, Constable, Pct. 1

### **Discuss and/or take appropriate action concerning:**

Constable Medina: Discuss and/or take appropriate action to approve the 2024 Racial Profiling Report for Pct. 1.

### **ATTACHMENTS**

Racial Profiling Report

# Racial Profiling Report | Full report

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Agency Name: ATASCOSA COUNTY CONSTABLE PRECINCT 1

Reporting Date: 2/3/2025

TCOLE Agency Number:

Chief Administrator: CONSTABLE Mark Medina

Agency Contact:

Phone: (830) 569-2801

Email:

Mailing Address: 2136 Second Street, Pleasanton, TX 78064

This Agency filed a full report

ATASCOSA COUNTY  
CONSTABLE PRECINCT 1 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 1 from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the ATASCOSA COUNTY CONSTABLE  
PRECINCT 1 if the individual believes that a peace officer employed by the ATASCOSA COUNTY CONSTABLE PRECINCT  
1 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 1 who, after an investigation, is shown to have engaged in racial profiling in violation of the ATASCOSA COUNTY CONSTABLE  
PRECINCT 1
- 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 1 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 Mark Medina

\_\_\_\_\_

Date: 2/3/2025

Page 1

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

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Total stops:     59                     100.00%

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Street address or approximate location of the stop

City street:     6                     10.17%  
US highway:     17                     28.81%  
State highway:   30                     50.85%  
County road:     6                     10.17%  
Private property or other:   0                     0.00%

Was race or ethnicity known prior to stop?

Yes:     0                     0.00%  
No:     59                     100.00%

Race or ethnicity

Alaska Native/American Indian:     0                     0.00%  
Asian/Pacific Islander:     0                     0.00%  
Black:     1                     1.69%  
White:     13                     22.03%  
Hispanic/Latino:     45                     76.27%

Gender

Female:

|       |                               |               |              |  |                        |           |               |
|-------|-------------------------------|---------------|--------------|--|------------------------|-----------|---------------|
| Total | <u>24</u>                     | <u>40.68%</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>6</u>  | <u>25.00%</u> |
|       |                               |               |              |  | Hispanic/Latino        | <u>18</u> | <u>75.00%</u> |

Male:

|       |                               |               |              |  |                        |           |               |
|-------|-------------------------------|---------------|--------------|--|------------------------|-----------|---------------|
| Total | <u>35</u>                     | <u>59.32%</u> |              |  |                        |           |               |
|       | Alaska Native/American Indian | <u>0</u>      | <u>0.00%</u> |  | Asian/Pacific Islander | <u>0</u>  | <u>0.00%</u>  |
|       | Black                         | <u>1</u>      | <u>2.86%</u> |  | White                  | <u>7</u>  | <u>20.00%</u> |
|       |                               |               |              |  | Hispanic/Latino        | <u>27</u> | <u>77.14%</u> |

Page 2

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

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**Reason for stop?**

Violation of law:

|                               |           |               |                        |          |               |                 |                            |
|-------------------------------|-----------|---------------|------------------------|----------|---------------|-----------------|----------------------------|
| Total                         | <u>19</u> | <u>32.20%</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>6</u> | <u>31.58%</u> | Hispanic/Latino | <u>13</u><br><u>68.42%</u> |

Preexisting knowledge:

|                               |          |              |                        |          |              |                 |                          |
|-------------------------------|----------|--------------|------------------------|----------|--------------|-----------------|--------------------------|
| 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><br><u>0.00%</u> |

Moving traffic violation:

|                               |           |               |                        |          |               |                 |                            |
|-------------------------------|-----------|---------------|------------------------|----------|---------------|-----------------|----------------------------|
| Total                         | <u>39</u> | <u>66.10%</u> |                        |          |               |                 |                            |
| Alaska Native/American Indian | <u>0</u>  | <u>0.00%</u>  | Asian/Pacific Islander | <u>0</u> | <u>0.00%</u>  |                 |                            |
| Black                         | <u>1</u>  | <u>2.56%</u>  | White                  | <u>6</u> | <u>15.38%</u> | Hispanic/Latino | <u>32</u><br><u>82.05%</u> |

Vehicle traffic violation:

|                               |          |              |                        |          |                |                 |                          |
|-------------------------------|----------|--------------|------------------------|----------|----------------|-----------------|--------------------------|
| Total                         | <u>1</u> | <u>1.69%</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>1</u> | <u>100.00%</u> | Hispanic/Latino | <u>0</u><br><u>0.00%</u> |

**Was a search conducted?**

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><br><u>0.00%</u> |

No:

|                               |           |                |                        |           |               |                 |                            |
|-------------------------------|-----------|----------------|------------------------|-----------|---------------|-----------------|----------------------------|
| Total                         | <u>59</u> | <u>100.00%</u> |                        |           |               |                 |                            |
| Alaska Native/American Indian | <u>0</u>  | <u>0.00%</u>   | Asian/Pacific Islander | <u>0</u>  | <u>0.00%</u>  |                 |                            |
| Black                         | <u>1</u>  | <u>1.69%</u>   | White                  | <u>13</u> | <u>22.03%</u> | Hispanic/Latino | <u>45</u><br><u>76.27%</u> |

**Reason for Search?**

Consent:

|                               |          |              |                        |          |              |                 |                          |
|-------------------------------|----------|--------------|------------------------|----------|--------------|-----------------|--------------------------|
| 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><br><u>0.00%</u> |

Contraband:

|                               |          |              |                        |          |              |                 |                          |
|-------------------------------|----------|--------------|------------------------|----------|--------------|-----------------|--------------------------|
| 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><br><u>0.00%</u> |

Page 3

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

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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> |
|-------|----------|--------------|

# Racial Profiling Report | Full Report

## ATASCOSA COUNTY CONSTABLE PRECINCT 1

### 1/1/2024 - 12/31/2024

Page 4

|                  |                               |              |              |                        |          |              |
|------------------|-------------------------------|--------------|--------------|------------------------|----------|--------------|
|                  | 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>12</u>                     | <u>20.34%</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>4</u> | <u>33.33%</u> |
|       |                               |               |              | Hispanic/Latino        | <u>8</u> | <u>66.67%</u> |

### Written warning:

|       |                               |               |              |                        |           |               |
|-------|-------------------------------|---------------|--------------|------------------------|-----------|---------------|
| Total | <u>22</u>                     | <u>37.29%</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>6</u>  | <u>27.27%</u> |
|       |                               |               |              | Hispanic/Latino        | <u>16</u> | <u>72.73%</u> |

### Citation:

|       |                               |               |              |                        |           |               |
|-------|-------------------------------|---------------|--------------|------------------------|-----------|---------------|
| Total | <u>25</u>                     | <u>42.37%</u> |              |                        |           |               |
|       | Alaska Native/American Indian | <u>0</u>      | <u>0.00%</u> | Asian/Pacific Islander | <u>0</u>  | <u>0.00%</u>  |
|       | Black                         | <u>1</u>      | <u>4.00%</u> | White                  | <u>3</u>  | <u>12.00%</u> |
|       |                               |               |              | Hispanic/Latino        | <u>21</u> | <u>84.00%</u> |

Page 5

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

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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 1**  
**1/1/2024 - 12/31/2024**

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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>59</u>                     | <u>100.00%</u> |              |       |                        |               |   |
|       | Alaska Native/American Indian | <u>0</u>       | <u>0.00%</u> |       | Asian/Pacific Islander | <u>0</u>      | <u>0.00%</u>                            |
|       | Black                         | <u>1</u>       | <u>1.69%</u> | White | <u>13</u>              | <u>22.03%</u> | Hispanic/Latino <u>45</u> <u>76.27%</u> |

Number of complaints of racial profiling?

|                                       |          |              |
|---------------------------------------|----------|--------------|
| Total                                 | <u>0</u> | <u>0.00%</u> |
| Resulted in disciplinary action       | <u>0</u> | <u>0.00%</u> |
| Did not result in disciplinary action | <u>0</u> | <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 1**  
**1/1/2024 - 12/31/2024**

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**Comparative Analysis**  
**Motor Vehicle Stops vs. Gender Ethnic Population of Service Area**  
**ATASCOSA COUNTY CONSTABLE PRECINCT 1**

| <b>Racial Profile Data</b><br>Provided by Kologik COPSsync Mobile | <b># of Stops</b> | <b>% of Stops</b> |
|---|-------------------|-------------------|
|---|-------------------|-------------------|

|                               |    |        |
|-------------------------------|----|--------|
| Male                          | 35 | 59.32% |
| Female                        | 24 | 40.68% |
|                               |    |        |
| Alaska Native/American Indian | 0  | 0.00%  |
| Asian/Pacific Islander        | 0  | 0.00%  |
| Black                         | 1  | 1.69%  |
| White                         | 13 | 22.03% |
| Hispanic/Latino               | 45 | 76.27% |

| <b>Agency Service Area Demographics</b><br>Provided by Agency Official (Not Kologik) | <b>Total Number</b> | <b>% of Population</b> |
|--|---------------------|------------------------|
|--|---------------------|------------------------|

|                               |  |  |
|-------------------------------|--|--|
| 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.







## PERSONNEL ACTION FORM

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

**Employment Type:** Existing Employee, new position or promotion

**Requested Action**

|                     |                |
|---------------------|----------------|
| Existing Employee:  | Jarod Martinez |
| Position:           | Asst Vet Tech  |
| Pay Rate:           | \$21.92 Hourly |
| Salary Budget Area: | 012-477-404    |
| Start Date:         | 02/10/25       |
| Physical:           | N/A            |
| Drug Test:          | N/A            |



## PERSONNEL ACTION FORM

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

**Employment Type:** Existing Employee, new position or promotion

**Requested Action**

Sarah Rihn:  
Shelter Director: Discuss and/or take appropriate action concerning personnel:

|                     |                   |
|---------------------|-------------------|
| Existing Employee:  | Craig Tallant     |
| Position:           | Licensed Vet Tech |
| Pay Rate:           | \$23.08 Hourly    |
| Salary Budget Area: | 012-477-402       |
| Start Date:         | 02/10/25          |
| 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**

Cathy Seiter:

Elections

Administrator:

Discuss and/or take appropriate action concerning personnel:

New Employee

Nazul Gomez

Position:

Elections Clerk

Pay Rate:

\$19.00 hourly

Salary Budget Area:

012-435-402

Start Date:

2/10/2025

Physical:

Pending

Drug Test:

Pending

## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 9.**

**Meeting Date:** 02/10/2025

**Item Title:**

**Submitted For:** Cathy Seiter, Elections Admin.

### **Discuss and/or take appropriate action concerning:**

Cathy Seiter: Discuss and/or take appropriate action to order a special election to be held on  
Elections Admin. May 3, 2025, on the proposition of the addition of territory to Atascosa County  
Emergency Services District No. 1 by annexation of additional territory described  
in Exhibit A, "Rossville VFD Service Area," to Atascosa County ESD No.1 and  
authorization to impose a tax not to exceed the rate allowed by Section 48-e,  
Article III, Texas Constitution pursuant to Health & Safety Code and to assume  
its proportionate share of the outstanding debts and taxes of the Atascosa  
County Emergency Services District No. 1, if it is added to the District. (General  
Manager Matthew Dear for ACESD No. 1)

### **ATTACHMENTS**

## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 10.**

**Meeting Date:** 02/10/2025

**Item Title:**

**Submitted For:** Cathy Seiter, Elections Admin.

### **Discuss and/or take appropriate action concerning:**

Cathy Seiter: Discuss and/or take appropriate action to Order a special election to be held  
Elections Admin: May 3, 2025, on the proposition of the creation of Atascosa County Emergency  
Services District No. 2 and authorization to impose a tax not to exceed the rate  
allowed by Section 48-e, Article III, Texas Constitution pursuant to the Health &  
Safety Code

### **ATTACHMENTS**

## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 11.**

**Meeting Date:** 02/10/2025  
**Item Title:** Racial Profiling Annual Report  
**Submitted For:** Jake Guerra, Sheriff

### **Discuss and/or take appropriate action concerning:**

**Sheriff Guerra:** Discuss and/or take appropriate action on the presentation of the 2024 Racial Profiling Report

### **Recommendation/Action Requested and Justification**

Presentation and acceptance of annual Racial Profiling Report for 2024

### **ATTACHMENTS**

Racial Profiling Report



# Racial Profiling Report | Full

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Agency Name: ATASCOSA CO. SHERIFF'S OFFICE  
Reporting Date: 01/23/2025  
TCOLE Agency Number: 013100

Chief Administrator: JAKE GUERRA III

Agency Contact Information:

Phone: (830) 769-3434

Email: atascosa.county.sheriff@acso-tx.org

Mailing Address:

1108 CAMPBELL AVE.

JOURDANTON, TX 78026-0395

This Agency filed a full report

ATASCOSA CO. SHERIFF'S OFFICE 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 CO. SHERIFF'S OFFICE from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the ATASCOSA CO. SHERIFF'S OFFICE if the individual believes that a peace officer employed by the ATASCOSA CO. SHERIFF'S OFFICE 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 CO. SHERIFF'S OFFICE who, after an investigation, is shown to have engaged in racial profiling in violation of the ATASCOSA CO. SHERIFF'S OFFICE policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or 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 CO. SHERIFF'S OFFICE has satisfied the statutory data audit requirements as prescribed in Article



2.133(c), Code of Criminal Procedure during the reporting period.

Executed by: MATTHEW MILLER  
Chief Deputy

Date: 01/23/2025



# Total stops: 2407

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## Street address or approximate location of the stop

|                           |     |
|---------------------------|-----|
| City street               | 973 |
| US highway                | 177 |
| County road               | 738 |
| State highway             | 495 |
| Private property or other | 24  |

## Was race or ethnicity known prior to stop?

|     |      |
|-----|------|
| Yes | 41   |
| No  | 2366 |

## Race / Ethnicity

|                                 |      |
|---------------------------------|------|
| Alaska Native / American Indian | 0    |
| Asian / Pacific Islander        | 38   |
| Black                           | 83   |
| White                           | 2028 |
| Hispanic / Latino               | 258  |

## Gender

|               |            |
|---------------|------------|
| <b>Female</b> | <b>816</b> |
|---------------|------------|

|                                 |     |
|---------------------------------|-----|
| Alaska Native / American Indian | 0   |
| Asian / Pacific Islander        | 8   |
| Black                           | 14  |
| White                           | 701 |
| Hispanic / Latino               | 93  |

|             |             |
|-------------|-------------|
| <b>Male</b> | <b>1591</b> |
|-------------|-------------|

|                                 |      |
|---------------------------------|------|
| Alaska Native / American Indian | 0    |
| Asian / Pacific Islander        | 30   |
| Black                           | 69   |
| White                           | 1327 |
| Hispanic / Latino               | 165  |

## Reason for stop?

|                                 |          |
|---------------------------------|----------|
| <b>Violation of law</b>         | <b>0</b> |
| Alaska Native / American Indian | 0        |
| Asian / Pacific Islander        | 0        |
| Black                           | 0        |
| White                           | 0        |



|                                  |             |
|----------------------------------|-------------|
| Hispanic / Latino                | 0           |
| <b>Preexisting knowledge</b>     | <b>66</b>   |
| Alaska Native / American Indian  | 0           |
| Asian / Pacific Islander         | 0           |
| Black                            | 0           |
| White                            | 60          |
| Hispanic / Latino                | 6           |
| <b>Moving traffic violation</b>  | <b>1548</b> |
| Alaska Native / American Indian  | 0           |
| Asian / Pacific Islander         | 25          |
| Black                            | 57          |
| White                            | 1326        |
| Hispanic / Latino                | 140         |
| <b>Vehicle traffic violation</b> | <b>793</b>  |
| Alaska Native / American Indian  | 0           |
| Asian / Pacific Islander         | 13          |
| Black                            | 26          |
| White                            | 642         |
| Hispanic / Latino                | 112         |
| <b>Was a search conducted?</b>   |             |
| <b>Yes</b>                       | <b>85</b>   |
| Alaska Native / American Indian  | 0           |
| Asian / Pacific Islander         | 2           |
| Black                            | 2           |
| White                            | 64          |
| Hispanic / Latino                | 17          |
| <b>No</b>                        | <b>2322</b> |
| Alaska Native / American Indian  | 0           |
| Asian / Pacific Islander         | 36          |
| Black                            | 81          |
| White                            | 1964        |
| Hispanic / Latino                | 241         |
| <b>Reason for Search?</b>        |             |
| <b>Consent</b>                   | <b>25</b>   |
| Alaska Native / American Indian  | 0           |
| Asian / Pacific Islander         | 0           |
| Black                            | 0           |
| White                            | 17          |



|                                 |           |
|---------------------------------|-----------|
| Hispanic / Latino               | 8         |
| <b>Contraband</b>               | <b>3</b>  |
| Alaska Native / American Indian | 0         |
| Asian / Pacific Islander        | 0         |
| Black                           | 0         |
| White                           | 2         |
| Hispanic / Latino               | 1         |
| <b>Probable</b>                 | <b>43</b> |
| Alaska Native / American Indian | 0         |
| Asian / Pacific Islander        | 1         |
| Black                           | 2         |
| White                           | 31        |
| Hispanic / Latino               | 9         |
| <b>Inventory</b>                | <b>10</b> |
| Alaska Native / American Indian | 0         |
| Asian / Pacific Islander        | 1         |
| Black                           | 0         |
| White                           | 9         |
| Hispanic / Latino               | 0         |
| <b>Incident to arrest</b>       | <b>4</b>  |
| Alaska Native / American Indian | 0         |
| Asian / Pacific Islander        | 1         |
| Black                           | 0         |
| White                           | 2         |
| Hispanic / Latino               | 1         |

#### Was Contraband discovered?

|                                 |           |
|---------------------------------|-----------|
| <b>Yes</b>                      | <b>36</b> |
| Alaska Native / American Indian | 0         |
| Asian / Pacific Islander        | 0         |
| Black                           | 2         |
| White                           | 25        |
| Hispanic / Latino               | 9         |
| <b>No</b>                       | <b>49</b> |
| Alaska Native / American Indian | 0         |
| Asian / Pacific Islander        | 2         |
| Black                           | 0         |
| White                           | 34        |
| Hispanic / Latino               | 13        |

#### Did the finding result in arrest?

(total should equal previous column)

|     |    |    |    |
|-----|----|----|----|
| Yes | 0  | No | 0  |
| Yes | 0  | No | 0  |
| Yes | 1  | No | 1  |
| Yes | 15 | No | 10 |
| Yes | 9  | No | 0  |



**Description of contraband**

|                                 |           |
|---------------------------------|-----------|
| <b>Drugs</b>                    | <b>32</b> |
| Alaska Native / American Indian | 0         |
| Asian / Pacific Islander        | 0         |
| Black                           | 2         |
| White                           | 22        |
| Hispanic / Latino               | 8         |
| <b>Weapons</b>                  | <b>0</b>  |
| Alaska Native / American Indian | 0         |
| Asian / Pacific Islander        | 0         |
| Black                           | 0         |
| White                           | 0         |
| Hispanic / Latino               | 0         |
| <b>Currency</b>                 | <b>0</b>  |
| Alaska Native / American Indian | 0         |
| Asian / Pacific Islander        | 0         |
| Black                           | 0         |
| White                           | 0         |
| Hispanic / Latino               | 0         |
| <b>Alcohol</b>                  | <b>4</b>  |
| Alaska Native / American Indian | 0         |
| Asian / Pacific Islander        | 0         |
| Black                           | 0         |
| White                           | 2         |
| Hispanic / Latino               | 2         |
| <b>Stolen property</b>          | <b>0</b>  |
| Alaska Native / American Indian | 0         |
| Asian / Pacific Islander        | 0         |
| Black                           | 0         |
| White                           | 0         |
| Hispanic / Latino               | 0         |
| <b>Other</b>                    | <b>0</b>  |
| Alaska Native / American Indian | 0         |
| Asian / Pacific Islander        | 0         |
| Black                           | 0         |
| White                           | 0         |
| Hispanic / Latino               | 0         |

**Result of the stop**

|                       |            |
|-----------------------|------------|
| <b>Verbal warning</b> | <b>189</b> |
|-----------------------|------------|



|                                   |             |
|-----------------------------------|-------------|
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 2           |
| Black                             | 5           |
| White                             | 161         |
| Hispanic / Latino                 | 21          |
| <b>Written warning</b>            | <b>1561</b> |
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 27          |
| Black                             | 52          |
| White                             | 1329        |
| Hispanic / Latino                 | 153         |
| <b>Citation</b>                   | <b>637</b>  |
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 9           |
| Black                             | 26          |
| White                             | 524         |
| Hispanic / Latino                 | 78          |
| <b>Written warning and arrest</b> | <b>0</b>    |
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 0           |
| Black                             | 0           |
| White                             | 0           |
| Hispanic / Latino                 | 0           |
| <b>Citation and arrest</b>        | <b>0</b>    |
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 0           |
| Black                             | 0           |
| White                             | 0           |
| Hispanic / Latino                 | 0           |
| <b>Arrest</b>                     | <b>20</b>   |
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 0           |
| Black                             | 0           |
| White                             | 14          |
| Hispanic / Latino                 | 6           |
| <b>Arrest based on</b>            |             |
| <b>Violation of Penal Code</b>    | <b>17</b>   |
| Alaska Native / American Indian   | 0           |
| Asian / Pacific Islander          | 0           |



|                                    |          |
|------------------------------------|----------|
| Black                              | 0        |
| White                              | 12       |
| Hispanic / Latino                  | 5        |
| <b>Violation of Traffic Law</b>    | <b>0</b> |
| Alaska Native / American Indian    | 0        |
| Asian / Pacific Islander           | 0        |
| Black                              | 0        |
| White                              | 0        |
| Hispanic / Latino                  | 0        |
| <b>Violation of City Ordinance</b> | <b>0</b> |
| Alaska Native / American Indian    | 0        |
| Asian / Pacific Islander           | 0        |
| Black                              | 0        |
| White                              | 0        |
| Hispanic / Latino                  | 0        |
| <b>Outstanding Warrant</b>         | <b>3</b> |
| Alaska Native / American Indian    | 0        |
| Asian / Pacific Islander           | 0        |
| Black                              | 0        |
| White                              | 2        |
| Hispanic / Latino                  | 1        |

**Was physical force resulting in bodily injury used during stop?**

|                                       |             |
|---------------------------------------|-------------|
| <b>Yes</b>                            | <b>0</b>    |
| Alaska Native / American Indian       | 0           |
| Asian / Pacific Islander              | 0           |
| Black                                 | 0           |
| White                                 | 0           |
| Hispanic / Latino                     | 0           |
| <b>Resulting in Bodily Injury To:</b> |             |
| Suspect                               | 0           |
| Officer                               | 0           |
| Both                                  | 0           |
| <b>No</b>                             | <b>2407</b> |
| Alaska Native / American Indian       | 0           |
| Asian / Pacific Islander              | 38          |
| Black                                 | 83          |
| White                                 | 2028        |
| Hispanic / Latino                     | 258         |



**Number of complaints of racial profiling**

|                                       |   |
|---------------------------------------|---|
| Total                                 | 0 |
| Resulted in disciplinary action       | 0 |
| Did not result in disciplinary action | 0 |

**Comparative Analysis**

|                                     |                                     |
|-------------------------------------|-------------------------------------|
| Use TCOLE's auto generated analysis | <input checked="" type="checkbox"/> |
| Use Department's submitted analysis | <input type="checkbox"/>            |

**Optional Narrative**

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement



# Racial Profiling Analysis Report

## ATASCOSA CO. SHERIFF'S OFFICE

|                                    |      |        |
|------------------------------------|------|--------|
| 01. Total Traffic Stops:           | 2407 |        |
| 02. Location of Stop:              |      |        |
| a. City Street                     | 973  | 40.42% |
| b. US Highway                      | 177  | 7.35%  |
| c. County Road                     | 738  | 30.66% |
| d. State Highway                   | 495  | 20.57% |
| e. Private Property or Other       | 24   | 1.00%  |
| 03. Was Race known prior to Stop:  |      |        |
| a. NO                              | 2366 | 98.30% |
| b. YES                             | 41   | 1.70%  |
| 04. Race or Ethnicity:             |      |        |
| a. Alaska/ Native American/ Indian | 0    | 0.00%  |
| b. Asian/ Pacific Islander         | 38   | 1.58%  |
| c. Black                           | 83   | 3.45%  |
| d. White                           | 2028 | 84.25% |
| e. Hispanic/ Latino                | 258  | 10.72% |
| 05. Gender:                        |      |        |
| a. Female                          | 816  | 33.90% |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 8    | 0.33%  |
| iii. Black                         | 14   | 0.58%  |
| iv. White                          | 701  | 29.12% |
| v. Hispanic/ Latino                | 93   | 3.86%  |
| b. Male                            | 1591 | 66.10% |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 30   | 1.25%  |
| iii. Black                         | 69   | 2.87%  |
| iv. White                          | 1327 | 55.13% |
| v. Hispanic/ Latino                | 165  | 6.86%  |
| 06. Reason for Stop:               |      |        |
| a. Violation of Law                | 0    | 0.00%  |
| i. Alaska/ Native American/ Indian | 0    |        |
| ii. Asian/ Pacific Islander        | 0    |        |



# Racial Profiling Analysis Report

|                                    |      |        |
|------------------------------------|------|--------|
| iii. Black                         | 0    |        |
| iv. White                          | 0    |        |
| v. Hispanic/ Latino                | 0    |        |
| b. Pre-Existing Knowledge          | 66   | 2.74%  |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 0    | 0.00%  |
| iii. Black                         | 0    | 0.00%  |
| iv. White                          | 60   | 90.91% |
| v. Hispanic/ Latino                | 6    | 9.09%  |
| c. Moving Traffic Violation        | 1548 | 64.31% |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 25   | 1.61%  |
| iii. Black                         | 57   | 3.68%  |
| iv. White                          | 1326 | 85.66% |
| v. Hispanic/ Latino                | 140  | 9.04%  |
| d. Vehicle Traffic Violation       | 793  | 32.95% |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 13   | 1.64%  |
| iii. Black                         | 26   | 3.28%  |
| iv. White                          | 642  | 80.96% |
| v. Hispanic/ Latino                | 112  | 14.12% |
| 07. Was a Search Conducted:        |      |        |
| a. NO                              | 2322 | 96.47% |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 36   | 1.55%  |
| iii. Black                         | 81   | 3.49%  |
| iv. White                          | 1964 | 84.58% |
| v. Hispanic/ Latino                | 241  | 10.38% |
| b. YES                             | 85   | 3.53%  |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 2    | 2.35%  |
| iii. Black                         | 2    | 2.35%  |
| iv. White                          | 64   | 75.29% |
| v. Hispanic/ Latino                | 17   | 20.00% |
| 08. Reason for Search:             |      |        |
| a. Consent                         | 25   | 1.04%  |



# Racial Profiling Analysis Report

|                                     |    |        |
|-------------------------------------|----|--------|
| i. Alaska/ Native American/ Indian  | 0  | 0.00%  |
| ii. Asian/ Pacific Islander         | 0  | 0.00%  |
| iii. Black                          | 0  | 0.00%  |
| iv. White                           | 17 | 68.00% |
| v. Hispanic/ Latino                 | 8  | 32.00% |
| b. Contraband in Plain View         | 3  | 0.12%  |
| i. Alaska/ Native American/ Indian  | 0  | 0.00%  |
| ii. Asian/ Pacific Islander         | 0  | 0.00%  |
| iii. Black                          | 0  | 0.00%  |
| iv. White                           | 2  | 66.67% |
| v. Hispanic/ Latino                 | 1  | 33.33% |
| c. Probable Cause                   | 43 | 1.79%  |
| ii. Alaska/ Native American/ Indian | 0  | 0.00%  |
| i. Asian/ Pacific Islander          | 1  | 2.33%  |
| iii. Black                          | 2  | 4.65%  |
| iv. White                           | 31 | 72.09% |
| v. Hispanic/ Latino                 | 9  | 20.93% |
| d. Inventory                        | 10 | 0.42%  |
| i. Alaska/ Native American/ Indian  | 0  | 0.00%  |
| ii. Asian/ Pacific Islander         | 1  | 10.00% |
| iii. Black                          | 0  | 0.00%  |
| iv. White                           | 9  | 90.00% |
| v. Hispanic/ Latino                 | 0  | 0.00%  |
| e. Incident to Arrest               | 4  | 0.17%  |
| i. Alaska/ Native American/ Indian  | 0  | 0.00%  |
| ii. Asian/ Pacific Islander         | 1  | 25.00% |
| iii. Black                          | 0  | 0.00%  |
| iv. White                           | 2  | 50.00% |
| v. Hispanic/ Latino                 | 1  | 25.00% |
| 09. Was Contraband Discovered:      |    |        |
| YES                                 | 36 | 1.50%  |
| i. Alaska/ Native American/ Indian  | 0  | 0.00%  |
| Finding resulted in arrest - YES    | 0  |        |
| Finding resulted in arrest - NO     | 0  |        |
| ii. Asian/ Pacific Islander         | 0  | 0.00%  |
| Finding resulted in arrest - YES    | 0  |        |
| Finding resulted in arrest - NO     | 0  |        |
| iii. Black                          | 2  | 5.56%  |



# Racial Profiling Analysis Report

|                                    |    |        |
|------------------------------------|----|--------|
| Finding resulted in arrest - YES   | 1  |        |
| Finding resulted in arrest - NO    | 1  |        |
| iv. White                          | 25 | 69.44% |
| Finding resulted in arrest - YES   | 15 |        |
| Finding resulted in arrest - NO    | 10 |        |
| v. Hispanic/ Latino                | 9  | 25.00% |
| Finding resulted in arrest - YES   | 9  |        |
| Finding resulted in arrest - NO    | 0  |        |
| b. NO                              | 49 | 2.04%  |
| i. Alaska/ Native American/ Indian | 0  | 0.00%  |
| i. Asian/ Pacific Islander         | 2  | 4.08%  |
| iii. Black                         | 0  | 0.00%  |
| iv. White                          | 34 | 69.39% |
| v. Hispanic/ Latino                | 13 | 26.53% |
| 10. Description of Contraband:     |    |        |
| a. Drugs                           | 32 | 1.33%  |
| i. Alaska/ Native American/ Indian | 0  | 0.00%  |
| ii. Asian/ Pacific Islander        | 0  | 0.00%  |
| iii. Black                         | 2  | 6.25%  |
| iv. White                          | 22 | 68.75% |
| v. Hispanic/ Latino                | 8  | 25.00% |
| b. Currency                        | 0  | 0.00%  |
| i. Alaska/ Native American/ Indian | 0  |        |
| ii. Asian/ Pacific Islander        | 0  |        |
| iii. Black                         | 0  |        |
| iv. White                          | 0  |        |
| v. Hispanic/ Latino                | 0  |        |
| c. Weapons                         | 0  | 0.00%  |
| i. Alaska/ Native American/ Indian | 0  |        |
| ii. Asian/ Pacific Islander        | 0  |        |
| iii. Black                         | 0  |        |
| iv. White                          | 0  |        |
| v. Hispanic/ Latino                | 0  |        |
| d. Alcohol                         | 4  | 0.17%  |
| i. Alaska/ Native American/ Indian | 0  | 0.00%  |
| ii. Asian/ Pacific Islander        | 0  | 0.00%  |
| iii. Black                         | 0  | 0.00%  |
| iv. White                          | 2  | 50.00% |



# Racial Profiling Analysis Report

|                                    |      |        |
|------------------------------------|------|--------|
| v. Hispanic/ Latino                | 2    | 50.00% |
| e. Stolen Property                 | 0    | 0.00%  |
| i. Alaska/ Native American/ Indian | 0    |        |
| ii. Asian/ Pacific Islander        | 0    |        |
| iii. Black                         | 0    |        |
| iv. White                          | 0    |        |
| v. Hispanic/ Latino                | 0    |        |
| f. Other                           | 0    | 0.00%  |
| i. Alaska/ Native American/ Indian | 0    |        |
| i. Asian/ Pacific Islander         | 0    |        |
| iii. Black                         | 0    |        |
| iv. White                          | 0    |        |
| v. Hispanic/ Latino                | 0    |        |
| 11. Result of Stop:                |      |        |
| a. Verbal Warning                  | 189  | 7.85%  |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 2    | 1.06%  |
| iii. Black                         | 5    | 2.65%  |
| iv. White                          | 161  | 85.19% |
| v. Hispanic/ Latino                | 21   | 11.11% |
| b. Written Warning                 | 1561 | 64.85% |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 27   | 1.73%  |
| iii. Black                         | 52   | 3.33%  |
| iv. White                          | 1329 | 85.14% |
| v. Hispanic/ Latino                | 153  | 9.80%  |
| c. Citation                        | 637  | 26.46% |
| i. Alaska/ Native American/ Indian | 0    | 0.00%  |
| ii. Asian/ Pacific Islander        | 9    | 1.41%  |
| iii. Black                         | 26   | 4.08%  |
| iv. White                          | 524  | 82.26% |
| v. Hispanic/ Latino                | 78   | 12.24% |
| d. Written Warning and Arrest      | 0    | 0.00%  |
| i. Alaska/ Native American/ Indian | 0    |        |
| ii. Asian/ Pacific Islander        | 0    |        |
| iii. Black                         | 0    |        |
| iv. White                          | 0    |        |
| v. Hispanic/ Latino                | 0    |        |



# Racial Profiling Analysis Report

|                                    |    |        |
|------------------------------------|----|--------|
| e. Citation and Arrest             | 0  | 0.00%  |
| i. Alaska/ Native American/ Indian | 0  |        |
| ii. Asian/ Pacific Islander        | 0  |        |
| iii. Black                         | 0  |        |
| iv. White                          | 0  |        |
| v. Hispanic/ Latino                | 0  |        |
| f. Arrest                          | 20 | 0.83%  |
| i. Alaska/ Native American/ Indian | 0  | 0.00%  |
| ii. Asian/ Pacific Islander        | 0  | 0.00%  |
| iii. Black                         | 0  | 0.00%  |
| iv. White                          | 14 | 70.00% |
| v. Hispanic/ Latino                | 6  | 30.00% |
| 12. Arrest Based On:               |    |        |
| a. Violation of Penal Code         | 17 | 0.71%  |
| i. Alaska/ Native American/ Indian | 0  | 0.00%  |
| ii. Asian/ Pacific Islander        | 0  | 0.00%  |
| iii. Black                         | 0  | 0.00%  |
| iv. White                          | 12 | 70.59% |
| v. Hispanic/ Latino                | 5  | 29.41% |
| b. Violation of Traffic Law        | 0  | 0.00%  |
| i. Alaska/ Native American/ Indian | 0  |        |
| ii. Asian/ Pacific Islander        | 0  |        |
| iii. Black                         | 0  |        |
| iv. White                          | 0  |        |
| v. Hispanic/ Latino                | 0  |        |
| c. Violation of City Ordinance     | 0  | 0.00%  |
| i. Alaska/ Native American/ Indian | 0  |        |
| ii. Asian/ Pacific Islander        | 0  |        |
| iii. Black                         | 0  |        |
| iv. White                          | 0  |        |
| v. Hispanic/ Latino                | 0  |        |
| d. Outstanding Warrant             | 3  | 0.12%  |
| i. Alaska/ Native American/ Indian | 0  | 0.00%  |
| ii. Asian/ Pacific Islander        | 0  | 0.00%  |
| iii. Black                         | 0  | 0.00%  |
| iv. White                          | 2  | 66.67% |
| v. Hispanic/ Latino                | 1  | 33.33% |



# Racial Profiling Analysis Report

## 13. Was Physical Force Used:

|  |      |         |
|--|------|---------|
| a. NO  | 2407 | 100.00% |
| i. Alaska/ Native American/ Indian                             | 0    | 0.00%   |
| ii. Asian/ Pacific Islander                                    | 38   | 1.58%   |
| iii. Black   | 83   | 3.45%   |
| iv. White  | 2028 | 84.25%  |
| v. Hispanic/ Latino  | 258  | 10.72%  |
| b. YES   | 0    | 0.00%   |
| i. Alaska/ Native American/ Indian                             | 0    |         |
| ii. Asian/ Pacific Islander                                    | 0    |         |
| iii. Black   | 0    |         |
| iv. White  | 0    |         |
| v. Hispanic/ Latino  | 0    |         |
| b 1. YES: Physical Force Resulting in Bodily Injury to Suspect | 0    |         |
| b 2. YES: Physical Force Resulting in Bodily Injury to Officer | 0    |         |
| b 3. YES: Physical Force Resulting in Bodily Injury to Both    | 0    |         |

|   |   |
|---|---|
| 14. Total Number of Racial Profiling Complaints Received: | 0 |
|---|---|

REPORT DATE COMPILED 01/23/2025



## 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:  | Yancy Baez  |
| Position:           | Corrections Officer   |
| Pay Rate:           | Move to Tier 1: \$25.27 Hourly, \$120.00 Mo.<br>Uniform, Continuing 1-Year Agency Probation |
| Salary Budget Area: | 012-442-562   |
| Start Date:         | 02/16/2025  |
| 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:  | Brandon Gonzales  |
| Position:           | Corrections Officer   |
| Pay Rate:           | Move to Tier 1: \$25.27 Hourly, \$120.00 Mo.<br>Uniform, Continuing 1-Year Agency Probation |
| Salary Budget Area: | 012-442-560   |
| Start Date:         | 02/16/2025  |
| 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:** Existing Employee, new position or promotion  
**Requested Action**

|                     |   |
|---------------------|---|
| Existing Employee:  | Matthew Miller, Max Peralta, Eric Kaiser, Wayne Stratton, Gavin Lindsay, Albert Garza, Robert Newman, Stephen Wilson, Tzu-Chi Chia, Timothy Challes, John Strause |
| Position:           |   |
| Pay Rate:           | Move from 86 Hours Fluctuating to 80 Hours Fluctuating  |
| Salary Budget Area: | 012-440-410   |
| Start Date:         | 02/16/2025  |
| 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:** Existing Employee, new position or promotion

**Requested Action**

Sheriff Guerra: Discuss and/or take appropriate action concerning personnel:  
Existing Employee: Joseph Dickey  
Position: Patrol Deputy  
Pay Rate: Move to tier 1: \$28.62 hourly, \$120.00 mo.  
uniform, continuing 1 Year Agency Probation.  
Salary Budget Area: 012-440-410  
Start Date: 02/15/2025  
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**

Britni Van Curan:  
Rural Development: Discuss and/or take appropriate action concerning personnel:

|                     |                    |
|---------------------|--------------------|
| Existing Employee:  | Victoria Davis     |
| Position:           | Permit Coordinator |
| Pay Rate:           | \$25.96/hour       |
| Salary Budget Area: | 012-472-408        |
| Start Date:         | 2/10/25            |
| Physical:           | N/A                |
| Drug Test:          | N/A                |

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 14.**

**Meeting Date:** 02/10/2025  
**Item Title:** Subdivision - Trinity Acres Final Plat  
**Submitted For:** Britni Van Curan, Rural Development Director

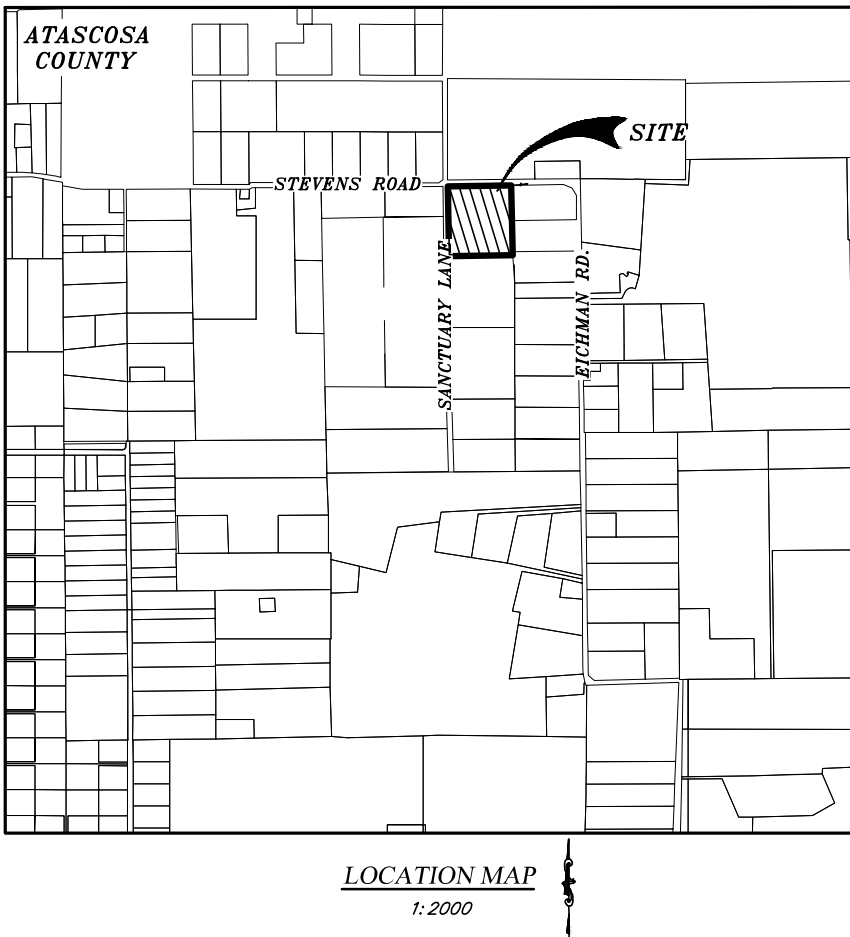
**Discuss and/or take appropriate action concerning:**

Britni Van Curan: Discuss and/or take appropriate action concerning approval of the Trinity Acres  
Rural Development: Final Plat on Stevens Rd and Sanctuary Ln in Precinct 2.

**ATTACHMENTS**

Trinity Acres Final Plat

Date: Jan 28, 2025, 8:24am User ID: Amy  
File: N:\Projects\2024\24-1403\Joshua & Tabitha Tristan - Stevens Rd plat\Civil\24-1403 Plat.dwg



- LEGEND**
- D.R. = DEED RECORDS OF ATASCOSA COUNTY, TEXAS  
ESMT = EASEMENT  
N.T.S. = NOT TO SCALE  
O.P.R. = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF ATASCOSA COUNTY, TEXAS  
P.G.S. = PAGES  
R.O.W. = RIGHT-OF-WAY  
VOL. = VOLUME  
4 LOT NUMBER  
101 AC GROSS LOT ACREAGE
- = FOUND STEEL ROD MONUMENT  
● = SET 5/8" STEEL ROD MONUMENT WITH CAP STAMPED "RAKOWITZ ENGINEERING & SURVEYING"
- = PROPERTY LINE  
--- = LOT LINE  
--- = ADJOINER  
---725--- = EXISTING CONTOUR

PROPERTY INFORMATION  
PROPERTY ID: 163998  
LEGAL ACRES: 4.29  
LEGAL DESC.: ABS A01637 D.R.L. SVY 1431,  
TRACT PT OF 1

PROPERTY INFORMATION  
PROPERTY ID: 164000  
LEGAL ACRES: 6.71  
LEGAL DESC.: ABS A01485 S. VALDEZ SVY 1431,  
TRACT PT OF 1

| LOT SUMMARY TABLE |             |            |                  |      |
|-------------------|-------------|------------|------------------|------|
| LOT SIZE          | NO. OF LOTS | WATER WELL | COLLECTIVE SEWER | OSSF |
| < 2.5 AC          | 6           |            |                  | 6    |
| 2.5-10 AC         | 1           |            |                  | 1    |
| > 10 AC           |             |            |                  |      |
| TOTAL             | 7           |            |                  | 7    |

PLAT INCLUDES 0 LF STREET

THE STATE OF TEXAS  
COUNTY OF ATASCOSA

KNOW ALL MEN BY THESE PRESENTS:

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

## PRELIMINARY

WALT F. RAKOWITZ  
REGISTERED PROFESSIONAL LAND SURVEYOR  
NO. 6435, STATE OF TEXAS  
515 W. OAKLAWN STE A  
PLEASANTON, TEXAS 78064

THE STATE OF TEXAS  
COUNTY OF ATASCOSA

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

## PRELIMINARY

JOAQUIN J. CAVAZOS  
LICENSED PROFESSIONAL ENGINEER  
NO. 147304, STATE OF TEXAS  
515 W. OAKLAWN STE A  
PLEASANTON, TEXAS 78064

### ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:

- THE SUBDIVISION IS IN THE SOMERSET ISD.
- CONVEYANCE OF LOTS SHALL NOT BE PERMITTED UNTIL THE FINAL PLAT HAS BEEN APPROVED BY THE ATASCOSA COUNTY COMMISSIONERS COURT, AND THE RECORDED PLAT FILED WITH THE COUNTY CLERK.
- IF A CULVERT IS INSTALLED, THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES. IF A CULVERT IS NOT INSTALLED, THEN MAKE SURE DRIVEWAY IS CONSTRUCTED IN A MANNER TO NOT BLOCK UPWARDING WATER.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY HEALTH INSPECTOR.
- ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.
- NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
- THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS.
- NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
- WATER SERVICE PROVIDED TO TRINITY ACRES BY BENTON CITY WSC.
- ELECTRIC SERVICE PROVIDED TO TRINITY ACRES BY CPS ENERGY.
- THIS SUBDIVISION WILL BE SERVED BY BENTON CITY WATER SUPPLY CORPORATION, 980 FM 3175, LYTLE, TX 78052. INFORMATION ON THE BENTON CITY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.
- THIS SUBDIVISION WILL BE SERVED BY BENTON CITY WATER SUPPLY CORPORATION, 980 FM 3175, LYTLE, TX 78052. INFORMATION ON THE BENTON CITY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS AND BE STATED IN THE DEED RESTRICTIONS.
- IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS OR HER DESIGNATED REPRESENTATIVE, OR TEXAS DEPARTMENT OF TRANSPORTATION FOR DRIVEWAYS ENTERING ONTO STATE ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TxDOT STANDARDS, AS APPLICABLE.

### BENTON CITY WSC NOTE:

- MAINTENANCE OF DEDICATED UTILITY AND/OR WATER EASEMENTS IS THE RESPONSIBILITY OF THE PROPERTY OWNER. ANY USE OF AN EASEMENT, OR ANY PORTION OF IT, INCLUDING LANDSCAPING OR DRAINAGE FEATURES, IS SUBJECT TO AND SHALL NOT INTERFERE WITH THE RIGHTS GRANTED BY THE EASEMENT TO BENTON CITY WATER SUPPLY CORPORATION OR ITS SUCCESSORS AND ASSIGNS. THE PROPERTY OWNER IS NOTIFIED THAT BENTON CITY WATER SUPPLY CORPORATION IS NOT RESPONSIBLE FOR DAMAGE TO FACILITIES CONSTRUCTED WITHIN THE EASEMENT BY THE PROPERTY OWNER.

### SURVEYOR NOTES:

- THE BASIS OF BEARING FOR THIS PLAT IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), SOUTH CENTRAL ZONE.
- 5/8" STEEL ROD MONUMENT WITH CAP STAMPED "RAKOWITZ ENGINEERING AND SURVEYING" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.

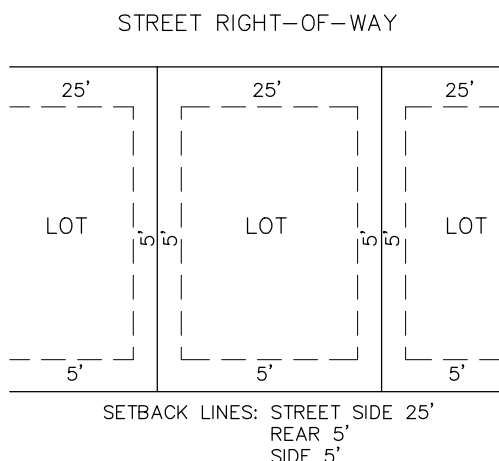
### SETBACK NOTES:

UNLESS OTHERWISE NOTED, BUILDING SETBACKS TO BE AS FOLLOWS FOR ALL LOTS:  
25' FRONT (STREET SIDE)  
5' BACK  
5' SIDE

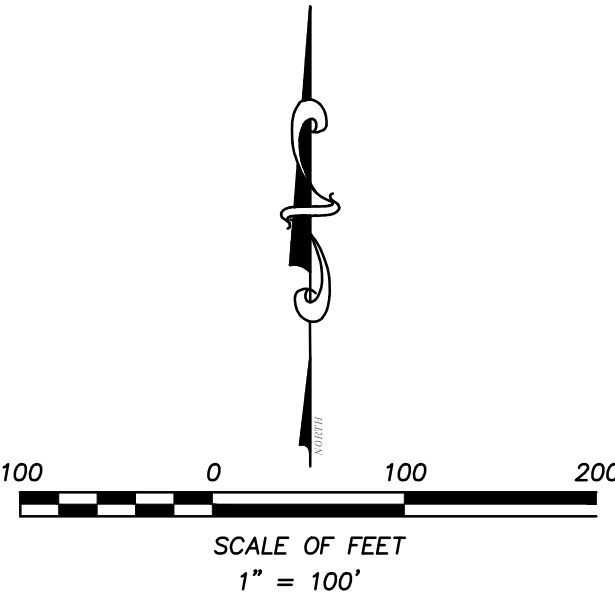
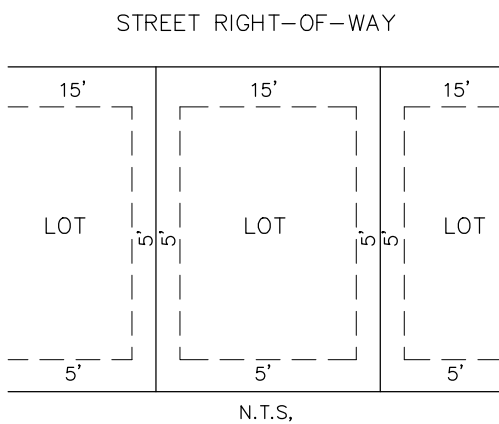
### FLOODPLAIN NOTE:

THIS PLAT IS NOT WITHIN FEMA FLOODPLAIN PER FEMA FIRM MAP NUMBER 48013C0075C EFFECTIVE NOVEMBER 4, 2010.

### TYPICAL LOT WITH SETBACK LINES



### TYPICAL LOT WITH MINIMUM UTILITY EASEMENT



THE STATE OF TEXAS §  
COUNTY OF ATASCOSA §

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

OWNER: JOSHUA TRISTAN  
71 SANCTUARY LANE  
VON ORMY, TX 78073

STATE OF TEXAS §  
COUNTY OF ATASCOSA §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

NOTARY PUBLIC

THE STATE OF TEXAS §  
COUNTY OF ATASCOSA §

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

OWNER: TABITHA TRISTAN  
71 SANCTUARY LANE  
VON ORMY, TX 78073

STATE OF TEXAS §  
COUNTY OF ATASCOSA §

BEFORE ME, THE UNDERSIGNED AUTHORITY ON THIS DAY PERSONALLY APPEARED \_\_\_\_\_, KNOWN TO ME TO BE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS GIVEN UNDER MY HAND AND SEAL OF OFFICE DATED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

NOTARY PUBLIC

### CERTIFICATE OF THE PRECINCT COMMISSIONER

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

COMMISSIONER PRECINCT 2

### CERTIFICATE OF FINAL APPROVAL

APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS,  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_ A.D.

ATASCOSA COUNTY JUDGE

COMMISSIONER PRECINCT 1

COMMISSIONER PRECINCT 2

COMMISSIONER PRECINCT 3

COMMISSIONER PRECINCT 4

### CERTIFICATE OF COUNTY ATTORNEY

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

COUNTY ATTORNEY



Texas Registered Engineering Firm F-9155  
Texas Registered Surveying Firm 101812-00  
830-281-4060

ENGINEER & SURVEYOR:  
RAKOWITZ ENGINEERING AND SURVEYING  
515 W OAKLAWN, SUITE A  
PLEASANTON, TX 78064  
(830) 281-4060

OWNER:  
JOSHUA & TABITHA TRISTAN  
71 SANCTUARY LANE  
VON ORMY, TX 78073  
(361) 945-7130

## PLAT OF TRINITY ACRES SUBDIVISION

ESTABLISHING LOTS 1-7, BEING ALL OF AN 11.00 ACRE TRACT OF LAND, DESCRIBED IN AN INSTRUMENT, RECORDED IN CLERK'S FILE NO. 199048, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS, ALSO KNOWN AS PART OF TRACT 1, LYING IN THE D. REIL SURVEY NO. 1431, ABSTRACT NO. 1637, AND THE S. VALDEZ SURVEY NO. 1431, ABSTRACT NO. 1485, ATASCOSA COUNTY, TEXAS

| NO. | REVISION     | DATE       | BY  |
|-----|--------------|------------|-----|
| 1   | PLAT CREATED | 08/12/2024 | AMH |
|     |              |            |     |
|     |              |            |     |
|     |              |            |     |
|     |              |            |     |
|     |              |            |     |



## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 15.**

**Meeting Date:** 02/10/2025  
**Item Title:** Subdivision - Somerset Valley  
**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 for the  
Rural Development: Somerset Valley Subdivision on Sanctuary Ln in Precinct 2.

### **ATTACHMENTS**

Somerset Valley Final Plat

SUBDIVISION PLAT  
OF  
SOMERSET VALLEY SUBDIVISION

11.30 ACRES IN ATASCOSA COUNTY, TEXAS, OUT OF THE S. VALDEZ SURVEY NO. 1431, ABSTRACT 1465, FROM OUT OF AN 11.30 ACRE TRACT DESCRIBED IN CONVEYANCE FROM LEOPOLD LEAL JR TO MIGUEL A. & REBECCA M. MEJIA, OF RECORD IN DOCUMENT # 154545, OFFICIAL PUBLIC RECORDS OF ATASCOSA COUNTY, TEXAS.

OWNER: SOMERSET OAKS LLC - REBECCA MEJIA  
MBR-2766 HARNEY PATH NUM 243  
FT SAM HOUSTON, TX 78234

**MARTINEZ**  
SURVEYING & MAPPING CO  
FIRM # 101822-00  
P.O. BOX 17971  
SAN ANTONIO, TX, 78217  
(210) 829-4244  
EMAIL: rmj-masm@att.net

**MARTINEZ**  
SURVEYING & MAPPING CO  
FIRM # 101822-00  
P.O. BOX 17971  
SAN ANTONIO, TX, 78217  
(210) 829-4244  
EMAIL: rmj-masm@att.net

STATE OF TEXAS ::  
COUNTY OF ATASCOSA :

THE OWNER OF THE LAND SHOWN ON THIS PLAT SOMEWHAT OAKS SLIMBURN IN PERSON OR THROUGH A DULY AUTHORIZED AGENT SPECIFICALLY TO THE USE OF THE PUBLIC. EXCEPT AREAS IDENTIFIED AS PRIVATE, FOREVER AL, STREETS, ALLEYS, PARKS, WATER COURSES, DRINKING, ESSEMENT AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. ADDITIONAL, THE OWNERS AGREE TO EXTEND PUBLIC UTILITIES LISTED ON THIS PLAT ADJACENT TO EACH PLATTED LOT BEFORE SAID LOT IS SOLD.

SOMERSET OAKS LLC-REBECCA MEJIA  
MBR-2766 HARNEY PATH NUW 243  
FT SAM HOUSTON, TX 78234

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED REBECCA MEJIA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED AND IN THE CAPACITY THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2025.

A.D.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS  
MY COMMISSION EXPIRES \_\_\_\_\_

**CERTIFICATE OF THE PRECINCT COMMISSIONER**

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

**COMMISSIONER, PRECINCT NO. 2**

## CERTIFICATE OF FINAL APPROVAL

APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS

THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, A.D., 2025

COUNTY JUDGE, ATASCOSA COUNTY, TEXAS

COMMISSIONER, PCT. NO. 1

COMMISSIONER, PCT. NO. 3

COMMISSIONER, PCT. NO. 2 \_\_\_\_\_

COMMISSIONER, PCT. NO. 4 \_\_\_\_\_

CERTIFICATE OF COUNTY ATTORNEY

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

COUNTY ATTORNEY

SHEET 1 OF 1

## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 16.**

**Meeting Date:** 02/10/2025  
**Item Title:** Subdivision - Somerset Estates  
**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: Somerset Estates Final Plat on Stevens Road in Precinct 2.

### **ATTACHMENTS**

Final Plat  
Water availability Benton City Water



SUBDIVISION PLAT ESTABLISHING  
SOMERSET ESTATES  
ATASCOSA COUNTY, TEXAS

PLAT ESTABLISHING 12.99 ACRES OF  
LAND OUT OF THE J. HERNANDEZ  
SURVEY NO. 1482, ABSTRACT 372, IN  
ATASCOSA COUNTY, TEXAS, AND  
ALSO BEING THAT CERTAIN 13.01  
ACRE TRACT DESCRIBED IN  
DOCUMENT NO. 244726 OF THE  
OFFICIAL PUBLIC RECORDS OF  
ATASCOSA COUNTY, TEXAS.



THIS PLAT CONTAINS A TOTAL OF:  
LOTS: 11 LOTS CONSISTING OF A TOTAL OF 12.99 ACRES  
11 LOTS OF LESS THAN 2.5 ACRES



SCALE: 1" = 100'  
PLAT DATE: 11/19/24  
CURRENT DEED: INSTR NO. 244726

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

OWNER/DEVELOPER: WILD SPRINGS INVESTMENTS  
LLC.  
13215 BEE CAVE PARKWAY, A210 BEE CAVE,  
TEXAS 78738  
AUTHORIZED AGENT: JON EMMONS

SWORN TO AND SUBSCRIBED BEFORE ME THIS  
\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

NOTARY PUBLIC

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

COMMISSIONER

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

COUNTY ATTORNEY

CERTIFICATE OF FINAL APPROVAL  
APPROVED BY THE COMMISSIONERS COURT OF  
ATASCOSA COUNTY, TEXAS,

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_.

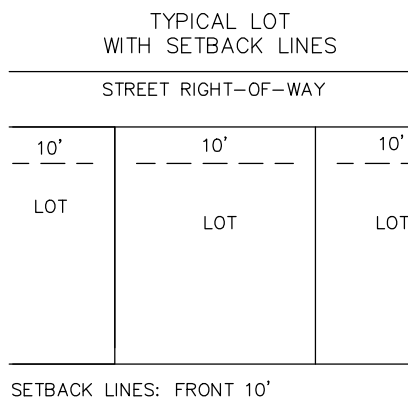
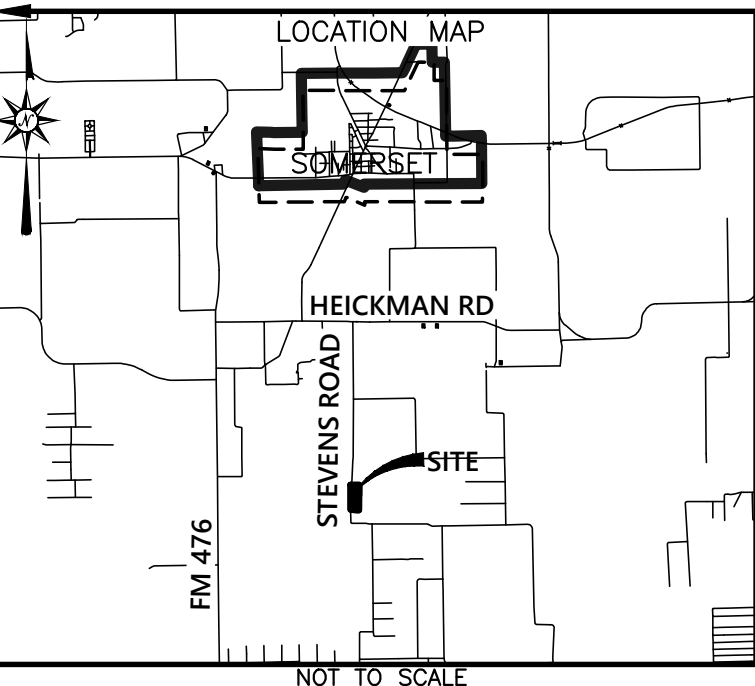
ATASCOSA COUNTY JUDGE

COMMISSIONER PRECINCT 1

COMMISSIONER PRECINCT 2

COMMISSIONER PRECINCT 3

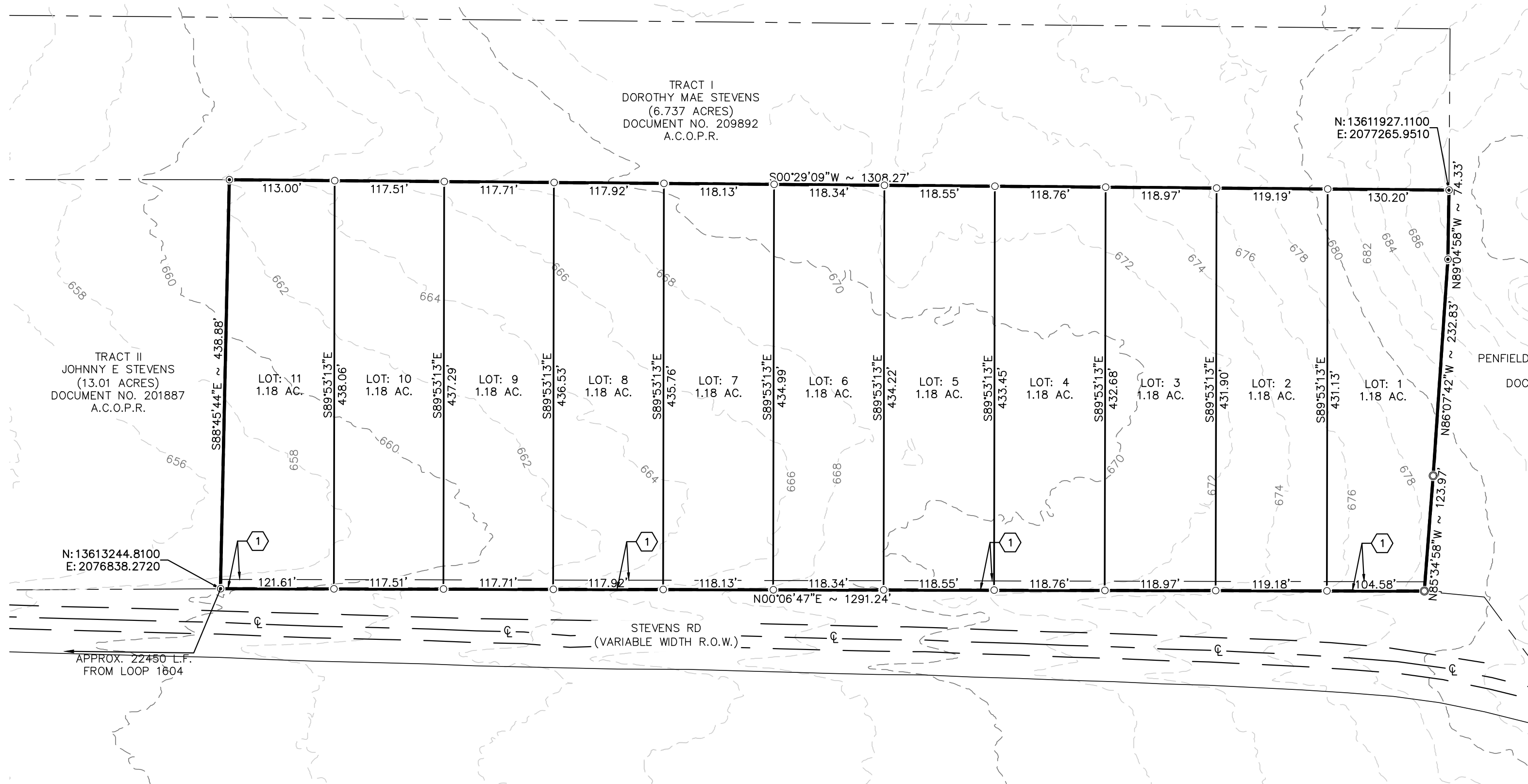
COMMISSIONER PRECINCT 4



NOTES:

1. THIS SUBDIVISION WILL BE SERVED BY BENTON CITY WATER SUPPLY. 980 CM 3175, LYTLE, TX 78052. INFORMATION OF THE BENTON CITY WATER SUPPLY IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS AND WILL BE STATED IN THE DEED RESTRICTIONS.
2. SANITARY SEWER TO BE PROVIDED BY: ON SITE SEPTIC FACILITY
3. ELECTRIC SERVICE TO BE PROVIDED BY: CPS
4. THIS SUBDIVISION IS NOT WITHIN THE EDWARDS AQUIFER RECHARGE ZONE.
5. THIS SUBDIVISION IS WITHIN ATASCOSA COUNTY, TEXAS.
6. THIS SUBDIVISION IS WITHIN THE SOMERSET INDEPENDENT SCHOOL DISTRICT.
7. BEARINGS ORIENTED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, SOUTH CENTRAL ZONE 4204.
8. STORMWATER MANAGEMENT AND RUNOFF IS THE RESPONSIBILITY OF THE PROPERTY OWNER(S) INCLUDING, BUT NOT LIMITED TO: CONSTRUCTION, MAINTENANCE, AND OPERATIONS OF ALL ONSITE FACILITIES WHETHER TEMPORARY (EROSION/SEDIMENTATION CONTROL) OR PERMANENT INCLUDING CONVEYANCE, STORAGE, DISCHARGE AND REGULATORY COMPLIANCE CONSISTENT WITH APPLICABLE CITY CODES, ORDINANCES, STATE AND FEDERAL LAW.
9. STORMWATER MANAGEMENT PLANS WILL BE PROVIDED FOR REVIEW AND APPROVAL IN COMPLIANCE WITH ESTABLISHED STORMWATER MANAGEMENT REGULATIONS AND APPROVED BY THE COUNTY ENGINEER PRIOR TO SITE DEVELOPMENT AND ON SITE CONSTRUCTION ACTIVITIES.
10. DRIVEWAY LOCATIONS ARE SUBJECT TO APPROVAL BY ATASCOSA COUNTY ALONG LOCAL STREETS AND ROADS.
11. FOR RESIDENTIAL DEVELOPMENT DIRECTLY ADJACENT TO COUNTY RIGHT-OF-WAY, THE DEVELOPER SHALL BE RESPONSIBLE FOR ADEQUATE MITIGATION.
12. OWNER/DEVELOPER IS RESPONSIBLE FOR PREVENTING ANY ADVERSE IMPACT TO THE EXISTING DRAINAGE SYSTEM WITHIN THE COUNTY ROAD RIGHT-OF-WAY.
13. ALL LOTS ARE SUBJECT TO THE TYPICAL BUILDING SETBACKS SHOWN IN THE DIAGRAM. UNLESS MORE RESTRICTIVE SETBACKS ARE ESTABLISHED IN THE DEED RESTRICTIONS.
14. IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS OR HER DESIGNATED REPRESENTATIVE, OR TEXAS DEPARTMENT OF TRANSPORTATION FOR DRIVEWAYS ENTERING ONTO STATE ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TXDOT STANDARDS, AS APPLICABLE; AND THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18".

15. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUND WATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
16. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY HEALTH INSPECTOR.
17. NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY THE ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
18. NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOTS UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND APPLICATION FOR SEPTIC PERMIT IS SUBMITTED.
19. NO PORTION OF THIS SUBDIVISION HAS BEEN DESIGNATED AS BEING IN A SPECIAL FLOOD HAZARD ZONE DELINEATED ON COMMUNITY-PANEL NO. 48013C0075C, DATED NOVEMBER 4, 2010, AS PUBLISHED BY FEMA.
20. ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES, TOGETHER WITH ALL PLANNING AND EVALUATION MATERIALS REQUIRED TO DETERMINE LOT SIZING UNDER THE ATASCOSA COUNTY ON-SITE SEWAGE RULES AND ANY REQUEST FOR A VARIANCE UNDER THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.



SURVEY NOTES:

1. BEARINGS, DISTANCES & ACREAGE ARE GRID, NAD 83 US TX SOUTH CENTRAL ZONE AND ARE DERIVED FROM NORMAL GPS TECHNIQUES.

2. IRON ROD SET ARE 1/2 INCH IRON REBAR WITH PLASTIC CAPS MARKED "INTREPID"

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE PLAT ACCURATELY REFLECTS THE GENERAL LOCATION (OR ABSENCE) OF ALL STREAMS, RIVERS, PONDS, LAKES, OTHER SURFACE WATER FEATURES OR ANY SENSITIVE FEATURES IN ACCORDANCE WITH THE TERMS OF THE ATASCOSA COUNTY SUBDIVISION & DEVELOPMENT RULES & REGULATIONS AND THE SURVEY INFORMATION FOUND ON THIS PLAT WAS DERIVED FROM ACTUAL FIELD NOTES OF ON-THE-GROUND SURVEYS MADE BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AT THE TIME OF THIS SURVEY.

FOR PRELIMINARY  
REVIEW ONLY

SHERMAN L. POSEY, RPLS  
REGISTERED PROFESSIONAL LAND SURVEYOR  
109 DILWORTH PLAZA, POTH TEXAS, 78147

DATE

FOR PRELIMINARY  
REVIEW ONLY

RUSSELL J. JASKINIA, PE, CFM  
LICENSED PROFESSIONAL ENGINEER  
109 DILWORTH PLAZA, POTH TEXAS, 78147

DATE

LEGEND:

- BOUNDARY LINE
- ADJOINER LINE
- EASEMENT LINE PROPOSED
- EASEMENT LINE EXISTING
- SOMERSET CITY LIMITS
- 5' MAJOR CONTOUR LINE
- 1' MINOR CONTOUR LINE

(BRG.-DIST.) RECORD CALL

DOC. - DOCUMENT

NO. - NUMBER

PIPE FENCE CORNER POST FOUND

1/2" IRON ROD FOUND

1/2" IRON ROD SET

WOOD FENCE CORNER POST FOUND

5/8" IRON ROD FOUND

IRON PIPE FOUND

A.C.P.R. ATASCOSA COUNTY PLAT RECORDS

A.C.O.P.R. ATASCOSA COUNTY OFFICIAL PUBLIC RECORDS

A.C.D.R. ATASCOSA COUNTY DEED RECORDS

N.P.C. NEW PLAT CABINET

POINT

10' E.G.T.V.C. EASEMENT

ELECTRIC, GAS TELEPHONE, AND TELEVISION AND CABLE

**INTREPID**  
SURVEYING & ENGINEERING

P.O. Box 1209 • 109 DILWORTH PLAZA

POTH, TX 78147

O. 830.393.8833 • F. 830.393.3888

WWW.INTREPIDTX.COM

TBPLS #10193936 • TBPE #16550

SHEET 1 OF 1



## **BENTON CITY WATER SUPPLY CORPORATION**

*Letter of Water Service Availability*

October 9, 2024

Wild Springs Investment, LLC.  
13215 Bee Cave Pkwy, A210  
Bee Cave, Tx. 78738

Reference: Letter of Water Serviceability for the  
Somerset Estates Subdivision  
Stevens Rd, Atascosa County, Texas

To Whom it May Concern:

We have reviewed the Non-Standard Service Request for the Subdivision of an existing +/- 13.01 acres, containing 11 lots, Somerset Estates Subdivision, located at Stevens Rd. in Atascosa County. The proposed subdivision does lie within the Benton City Water Supply Corporation's (Benton City WSC) CCN. The Developer is proposing to subdivide the existing +/- 13.01 acres into two 11 lots. Please accept this letter as verification that the Benton City WSC will provide water service to the Proposed Subdivision's 11 lots. The Developer is required to install 11 Short Services to bring service to the proposed 11 lots. The water service installation shall be in accordance with Benton City Water Supply Corporation's Standards and Specifications for water service installation. The Developer will be required to pay all fees prior to installation of the service.

Should you have any questions or require additional information concerning this matter, please let us know.

Yours very truly,

  
\_\_\_\_\_  
Maria F. Vela

BENTON CITY WSC  
980 FM 3175  
Lytle, TX 78052  
830-709-3254

## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 17.**

**Meeting Date:** 02/10/2025

**Item Title:**

**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 for the road  
Rural bore permit for SAWS on Stacy Rd. in Pct. 2.  
Development:

### **ATTACHMENTS**

Permit

## INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

**BASIC INFORMATION:** Find attached an application for pipeline permit to cross county roads in Atascosa County. Contact the county judge's office to determine in which commissioner precinct your crossing will be located.

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

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

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

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

**PLAT:** The crossing location must be surveyed and a plat provided for each crossing. Provide the plat along with the fully executed application.

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

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

**UPON COMMISSIONERS COURT APPROVAL THE COUNTY CLERK'S OFFICE WILL PROVIDE YOU WITH A FULLY EXECUTED COPY OF THE PERMIT AND RECEIPT FOR PAYMENT. PLEASE PROVIDE RETURN CONTACT INFORMATION ON PAGE 3 OF 3 OF THE PERMIT. THE INFORMATION YOU PROVIDE THERE WILL BE USED TO RETURN THE FULLY EXECUTED COPIES AND RECEIPT FOR YOUR RECORDS.**

**FEE SCHEDULE:**

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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



Stacey Road

County Road

Commissioner Pct. No. 2

## ATASCOSA COUNTY PIPELINE PERMIT

☒ ORIGINAL APPLICATION    ☐ AMENDMENT    ☐ 6 MONTH EXTENSION

ON THIS THE 3rd day of February, 20 25, A.D., the undersigned San Antonio Water System "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

### I.

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

### II.

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

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

### III.

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

### IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the 3rd day of February, 20 25 A.D.

After approval the fully executed permit should be returned to:

Veronica Riojas  
San Antonio Water System  
2800 U.S. Hwy 281 North  
San Antonio, TX 78212

\_\_\_\_\_  
Company  
By: \_\_\_\_\_

#### CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF \_\_\_\_\_

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, A.D.

\_\_\_\_\_  
Notary Public in and for \_\_\_\_\_  
County, Texas  
Commission expires: \_\_\_\_\_

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

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

By: \_\_\_\_\_ Weldon P. Cude, Atascosa County Judge

This permit Expires on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_



## MEMORANDUM OF PAYMENT FOR DAMAGES TO ATASCOSA COUNTY

KNOW ALL MEN BY THESE PRESENTS:

Comes now San Antonio Water System, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

Services to provided under this permit are described in the attached addendum.

Due to the beneficial nature of the work for this project (the Primrose Oaks South Water Main Replacement) for the residents of these subdivisions, the County Commissioner has chosen to waiver the permit fees for this permit.

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

Stacey Road

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

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



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

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

San Antonio Water System  
Printed Name of Payor (If Company or Business Entity)

Ann Peche  
Printed Name of Payor's Authorized Agent

\_\_\_\_\_  
Signature of Payor or Payor's Authorized Agent

02/05/2025  
Date

Approved and Accepted by:  
Commissioners Court

\_\_\_\_\_  
Date

\_\_\_\_\_  
Weldon P. Cude, County Judge

\_\_\_\_\_  
Mark Gillespie, Commissioner Pct 1

\_\_\_\_\_  
Mark Bowen, Commissioner Pct 2

\_\_\_\_\_  
George Pawelek, Commissioner Pct 3

\_\_\_\_\_  
Kennard Riley, Commissioner Pct 4

ATTEST

\_\_\_\_\_  
Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN  
ATASCOSA COUNTY AND San Antonio Water System**

On this the 3rd day of February, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and San Antonio Water System

herein known as SAWS,  
address San Antonio Water System,  
for mutual consideration agrees as follows:

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

Authorized Representative for:

SAWS

Authorized Representative for Atascosa

County: Weldon P Cude, County Judge

02/05/2025

Signature

Date

Signature

Date

Ann Peché

Printed Name

Atascosa County Commissioner, Precinct No. \_\_\_\_\_

Signature of Commissioner

Date

ATTEST:

Theresa Carrasco, County

By: \_\_\_\_\_ Deputy  
Clerk

**ADDENDUM TO PIPELINE ROAD CROSSING PERMIT**  
**SAN ANTONIO WATER SYSTEM**  
**PRIMROSE OAKS SOUTH WATER MAIN REPLACEMENT**

This attachment is provided as an addendum to the Atascosa County Application for a Pipeline Road Crossing Permit.

San Antonio Water System (SAWS), on the Primrose Oaks South Water Main Replacement project, proposes to install new water mains to better serve the Primrose Oaks and Oaks South subdivisions. The following limited summary of work is proposed to be completed under this permit:

- Limited disturbance of pavement in three to six locations along Stacey Road followed by exploratory potholing, with traffic controls, to verify locations of utilities where a water line is proposed to be installed.
- Backfill of the potholes with excavated soil, tamped in place. Restoration of road base material with excavated base material, tamped in place. Restoration of pavement layer with new asphaltic paving material.

Disturbance of the roadway pavement and excavation activities as part of this work will not involve installation of any piping or other permanent infrastructure.



**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 18.**

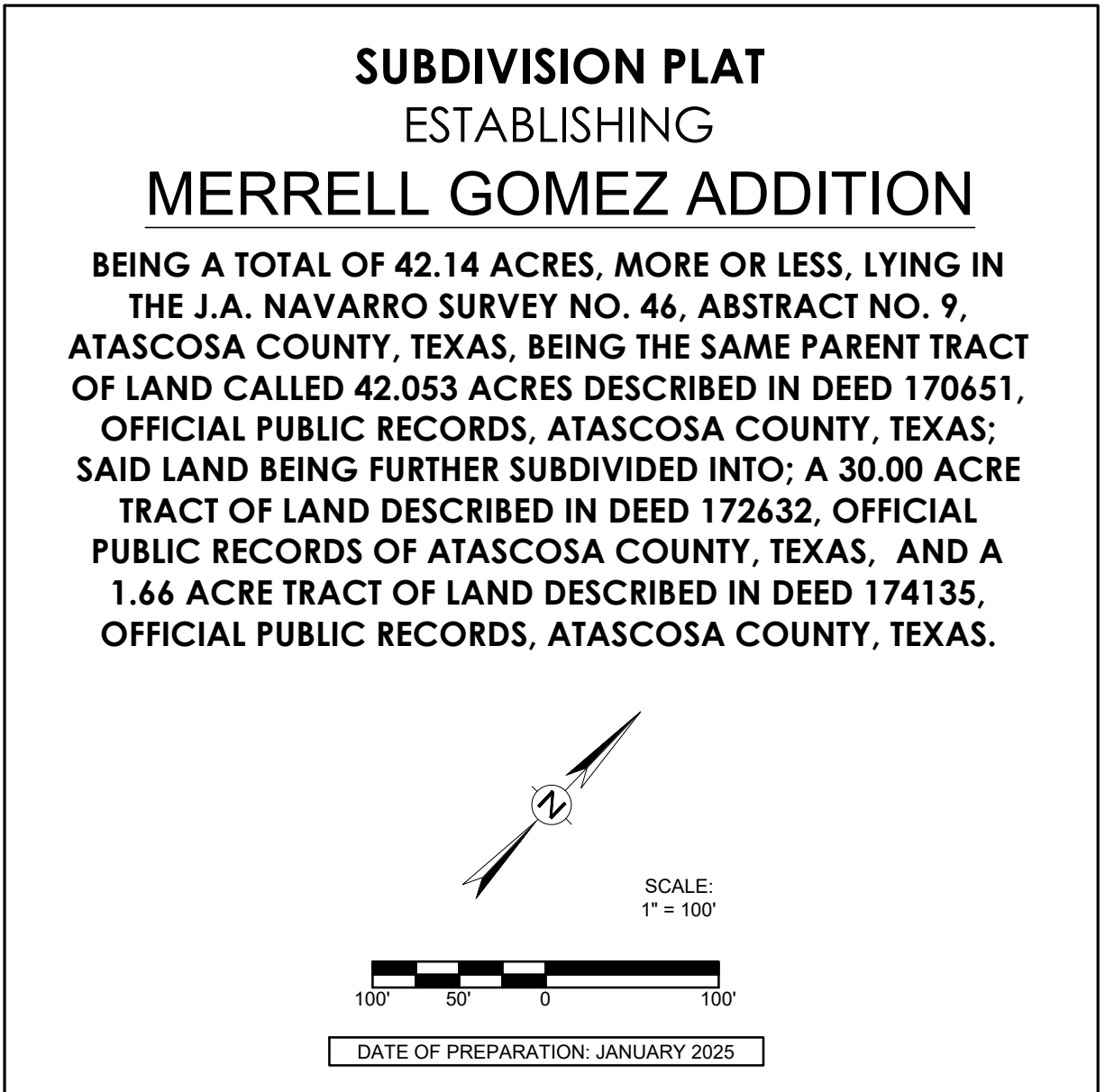
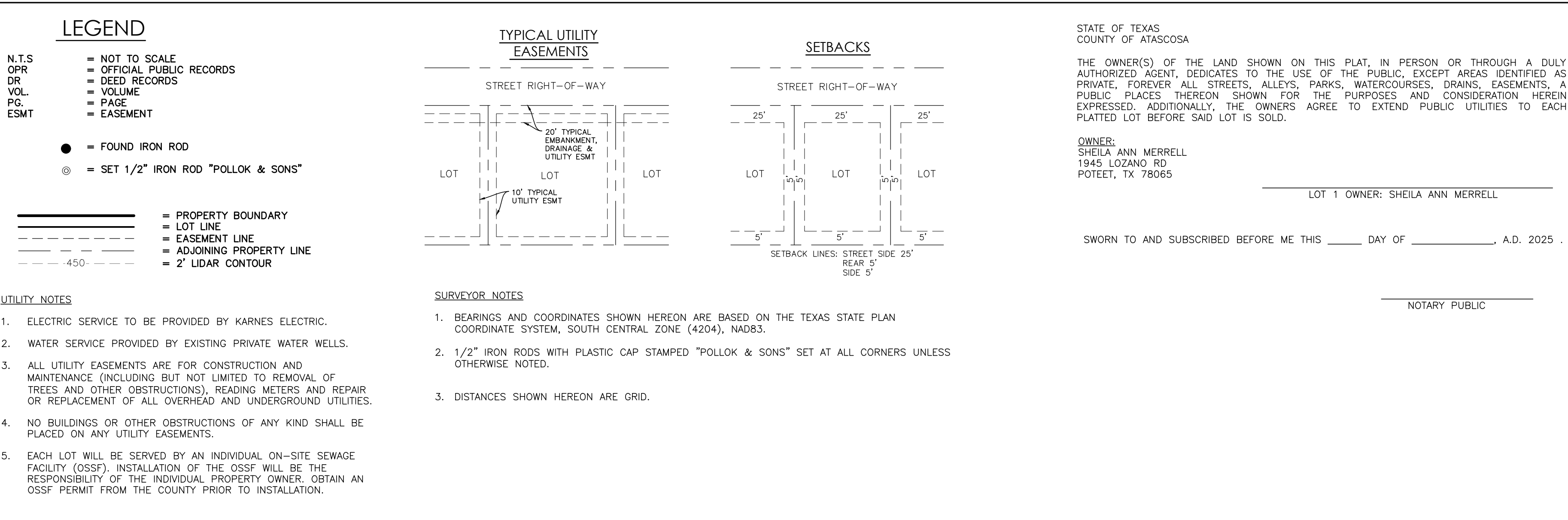
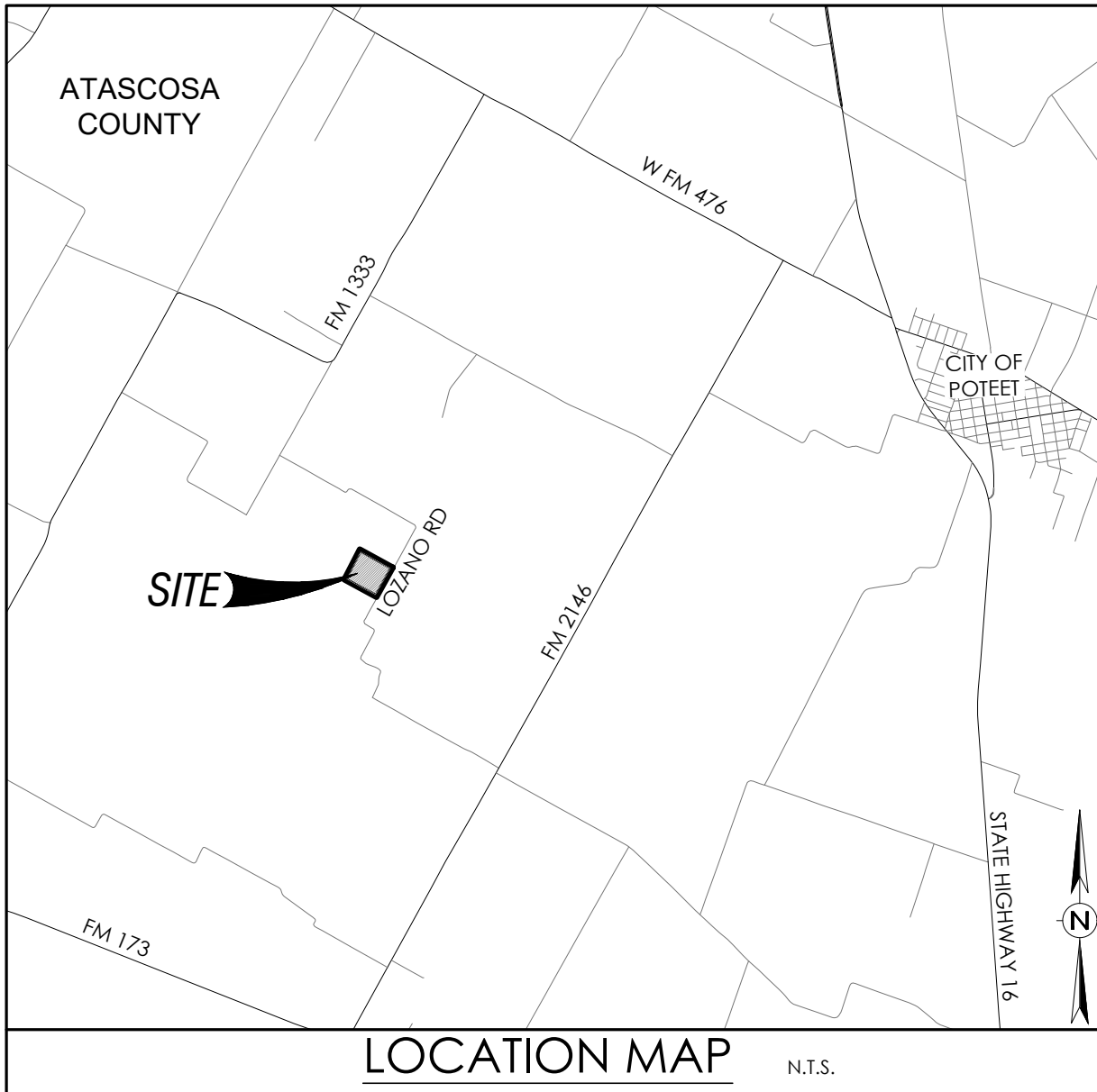
**Meeting Date:** 02/10/2025  
**Item Title:** Subdivision - Merrell Gomez Addition PRELIMINARY  
**Submitted For:** Britni Van Curan, Rural Development Director

**Discuss and/or take appropriate action concerning:**

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Merrell  
Rural Development: Gomez Addition Preliminary Plat on Lozano Rd in Precinct 3.

**ATTACHMENTS**

Merrell Gomez Preliminary Plat



**ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:**

- THE SUBDIVISION IS LOCATED IN THE POTEET ISD.
- CONVEYANCE OF LOTS SHALL NOT BE PERMITTED UNTIL THE FINAL PLAT HAS BEEN APPROVED BY THE ATASCOSA COUNTY COMMISSIONERS COURT, AND THE RECORDED PLAT FILED WITH THE COUNTY CLERK.
- THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY SANITATION OFFICER.
- NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
- THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS, AS APPLICABLE.
- NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
- WATER SERVICE PROVIDED BY EXISTING PRIVATE WATER WELLS ON EACH LOT.
- THIS SUBDIVISION WILL BE SERVED BY INDIVIDUAL, PRIVATELY OWNED GROUNDWATER WELLS. INFORMATION ON THE AVAILABLE SUPPLY OF GROUNDWATER AND ITS QUALITY IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IS IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TX.
- THIS PROPERTY IS LOCATED IN THE BENTON CITY WATER SUPPLY CORPORATION SERVICE AREA. IF PUBLIC WATER SERVICE IS DESIRED, LOT OWNERS SHALL CONTACT BENTON CITY WSC.
- 11.1. BENTON CITY WATER SUPPLY CORPORATION, 980 FM 3175, LYTLE, TX 78052.
- ELECTRIC SERVICE PROVIDED BY KARNES ELECTRIC.
- IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS/HER DESIGNATED REPRESENTATIVE, OR TxDOT FOR DRIVEWAYS ENTERING ONTO STATES ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TxDOT STANDARDS, AS APPLICABLE.
- THE LIMITS OF THIS PLAT DO NOT CONTAIN PORTIONS OF FEMA FLOODPLAIN (ZONE A) AS SHOWN ON EIRM MAP NUMBER 4801300175C, EFFECTIVE NOVEMBER 4, 2010.
- NO LOTS IN THIS PLAT ARE LOCATED WITHIN THE FEMA SPECIAL FLOOD HAZARD AREA.
- ALL LOTS HAVE BEEN DESIGN IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.
- ALL LOTS WITHIN THIS SUBDIVISION ARE LARGER THAN 30,000 SF.
- TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REGULATED DEVELOPMENT, AS DEFINED IN ARTICLE II OF THE ATASCOSA COUNTY SUBDIVISION REGULATIONS, ARE PROHIBITED WITHIN THIS DEVELOPMENT.
- PUBLIC SEWER IS NOT AVAILABLE, THUS SEPTIC IS REQUIRED AND DESIGNED BY REGISTERED SANITARIAN.

CULVERT TABLE

| LOT #                                    | MINIMUM CULVERT |
|--|-----------------|
| LOTS 1-2                                 | 18"             |
| NOTE: LOW WATER XING MAY NOT IMPIDE FLOW |                 |

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

PROPERTY INFORMATION  
PROPERTY ID: 54977  
LEGAL ACRES: 10.83 AC  
LEGAL DESC.: ABS A00009 J NAVARRO SV-46

PROPERTY INFORMATION  
PROPERTY ID: 194175  
LEGAL ACRES: 8.78 AC  
LEGAL DESC.: ABS A00009 J NAVARRO SV-46

PROPERTY INFORMATION  
PROPERTY ID: 56654  
LEGAL ACRES: 21.24 AC  
LEGAL DESC.: ABS A00009 J NAVARRO SV-46

STATE OF TEXAS  
COUNTY OF ATASCOSA

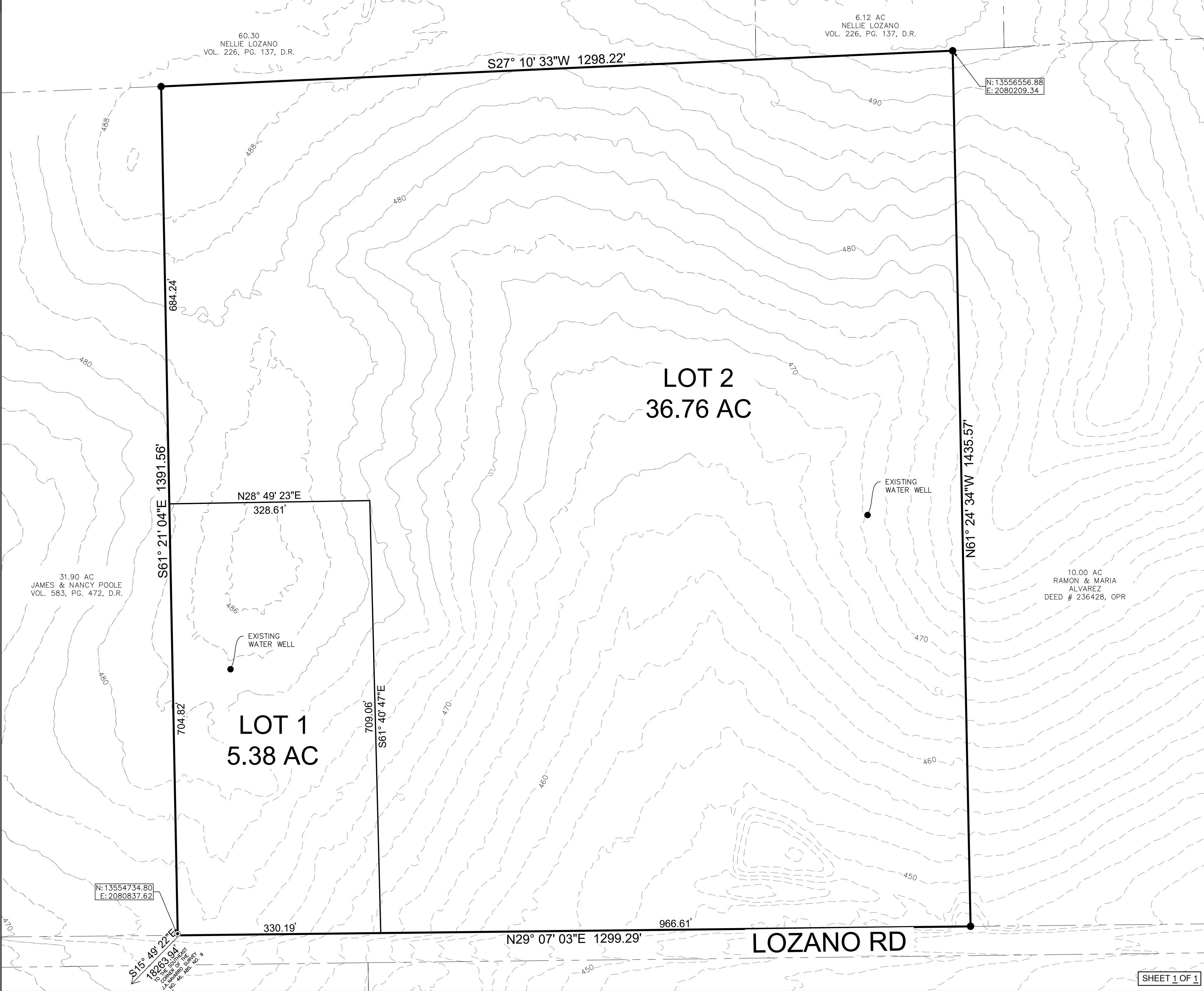
I, RAY L. BACA, DO HEREBY CERTIFY THAT THE INFORMATION CONTAINED ON THIS PLAT PREPARED BY ME, DOES TO THE BEST OF MY KNOWLEDGE, ACCURATELY REFLECT THE GENERAL LOCATION (OR ABSENCE) OF ALL STREAMS, RIVERS, PONDS, LAKES OTHER WATER FEATURES OR ANY SENSITIVE FEATURES AND COMPLIES WITH THE SUBDIVISION AND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

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

STATE OF TEXAS  
COUNTY OF WILSON

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

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



**CERTIFICATE OF COUNTY ATTORNEY**

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

COUNTY ATTORNEY - MOLLY SOLIS

**CERTIFICATE OF THE PRECINCT COMMISSIONER**

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

PRECINCT 3 COMMISSIONER - GEORGE "BUTCH" PAWELEK

**COMMISSIONERS COURT APPROVAL**

APPROVED BY THE COMMISSIONERS COURT OF ATASCOSA COUNTY, TEXAS, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2025 A.D.

ATASCOSA COUNTY JUDGE - WELDON P. CUDE

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

PRECINCT 2 COMMISSIONER - MARK BOWEN

PRECINCT 3 COMMISSIONER - GEORGE "BUTCH" PAWELEK

PRECINCT 4 COMMISSIONER - KENNARD "BUBBA" RILEY

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 19.**

**Meeting Date:** 02/10/2025  
**Item Title:** Permit - EOG Temporary Water - MOY to Wilde  
**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: Temporary Water Line Permit for EOG on County Road 413 for .96 miles in  
Precinct 4.

**ATTACHMENTS**

County Road 413





ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

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

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

CR 413- Atascosa Co- PREC- 4 (28.883374, -98.199461) traveling north on east side of ROW for .96 miles to Wilson County Line,  
Then onto location of the Kraken A Unit #1H- D#4H and Cerberus A unit #1H in Wilson County, Texas  
(28.916078, -98.208439).  
3 Temporary Lay-Flat Lines, 12" each.

*"May to Wilson"*

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 event 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 2/03/2025\_(mm/dd/yyyy) and complete such operations by 03/30/2025\_(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



By: Huntleigh Burke

Title: Landman/Agent

Address: 14708 Hwy 80, Karnes City, Texas 78118

Date: 1/30/25

I have reviewed the foregoing Request, and I:

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

\_\_\_\_\_ Do not approve, for the following reason(s) \_\_\_\_\_

\_\_\_\_\_  
Weldon P. Cude, County Judge  
Atascosa County, Texas

**CONTACT PERSON FOR COMPANY**

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

Print name: Huntleigh Burke

Office Telephone: 210-912-3953

Cell Phone: 210-912-3953

Email Address: hburkeresources@outlook.com

Address: 14708 HWY 80

City, State, Zip: Karnes City, TX 78118

**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**



# EOG Moy to Wilde Triple Line

Atascosa County Road 413  
3.1 miles north of Fm 791/CR413 intersection  
Starting Point (28.916078, -98.208439)  
3- 12" lay-flat Lines (Green Line)  
East Side of CR413 for appx. 0.96 miles, until  
cross into Wilson County Line.  
ALL Fresh Water





**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 20.**

**Meeting Date:** 02/10/2025  
**Item Title:** Permit - EOG Temporary Water - Golden to MOY  
**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 Temporary Water Line permit for EOG on County Road 413 (1 line) in Precinct 4.  
Development:

**ATTACHMENTS**

Permit - Golden to Moy



**ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT**

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

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

|   |
|---|
| CR 413- Atascosa Co- PREC- 4 (28.883483° , -98.199847°) traveling south on west side of ROW for .51 miles to existing culvert |
| Cross culvert to east side of CR 413, travel north in ROW for appx. .47 miles until exit into private property and onto       |
| Moy Frac Pond.  |
| 1 Temporary Lay-Flat Line, 12" for Kraken A Unit #1H- D#4H and Cerberus A unit #1H in Wilson County, Texas                    |

*"Golden to moy"*

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 event 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 2/03/2025 (mm/dd/yyyy) and complete such operations by 03/30/2025 (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

  
\_\_\_\_\_

By: Huntleigh Burke

Title: Landman/Agent

Address: 14708 Hwy 80, Karnes City, Texas 78118

Date: 1/30/25

I have reviewed the foregoing Request, and I:

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

\_\_\_\_ Do not approve, for the following reason(s) \_\_\_\_\_

\_\_\_\_\_  
Weldon P. Cude, County Judge  
Atascosa County, Texas

**CONTACT PERSON FOR COMPANY**

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

Print name: Huntleigh Burke

Office Telephone: 210-912-3953

Cell Phone: 210-912-3953

Email Address: hburkeresources@outlook.com

Address: 14708 HWY 80

City, State, Zip: Karnes City, TX 78118



**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**



# EOG Golden Pond to Moy Single Line

Atascosa County Road 413

3.1 miles north of Fm791/CR413 intersection

Starting Point ( 28.883483° , -98.199847°)

1- 12" lay-flat Line (Pink Line)

West Side of CR413 for appx. 0.51 miles heading south, until it crosses under existing culvert to the east side of CR413 where it heads back north for appx. 47 miles.

Google Earth





## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 21.**

**Meeting Date:** 02/10/2025

**Item Title:**

**Submitted For:** Justin Vasquez, I.T. Manager

### **Discuss and/or take appropriate action concerning:**

Justin Vasquez: Discuss and/or take appropriate action concerning enrolling in the state-mandated Cybersecurity Awareness Training course provided by TAC and  
IT Manager: authorizing the County Judge to sign the enrollment form.

### **ATTACHMENTS**

Enrollment Form

# TEXAS ASSOCIATION *of* COUNTIES



## Cybersecurity Course Enrollment Form for Counties

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Texas Government Code § 2054.5191 requires all county employees, elected officials, and appointed officials who have access to a local government computer system or database and use a computer to perform at least 25 percent of their duties to complete an annual cybersecurity training that has been certified by the Texas Department of Information Resources (DIR).

In response to the cybersecurity training mandate and in furtherance of our continued commitment to our county family, TAC is offering a cybersecurity course that has been certified by DIR and fulfills the requirements of the law. This course is available to counties for an annual fee of \$5 per enrolled user. Please note that TAC will not be responsible for monitoring, enforcing, or reporting course completion - this will be performed entirely within your county.

Should your county choose to participate in TAC's cybersecurity training program, **please have your Commissioners Court approve your county's participation and complete the enclosed form and return it via email to [SecurityTraining@county.org](mailto:SecurityTraining@county.org)** or fax to (512) 477-1324. For more information about the underlying legislation and TAC's cybersecurity training course, please visit [county.org/cybersecurity](http://county.org/cybersecurity).

Your course administrator will receive an email notification when your county is enrolled. Counties are required to report their compliance with the mandate by August 31, 2025. Enrollment is available on a rolling basis through July 31, 2025.

**Printed Name**

Weldon P. Cude

---

**County Name**

Atascosa

---

**Authorized Signature**

---

**Date**

2/10/25

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## Course Administrator (Required)

Please indicate the individual who will serve as the primary point of contact with TAC staff for purposes of enrolling participating county officials and employees in the cybersecurity training course. The designated individual will be asked to provide a list of all participating county employees and elected officials' names, email addresses and positions held. The designated individual will also be asked to regularly add or remove users from access to the training program upon separation from county employment.

The course administrator will have access to reports reflecting the course completion status of all participating county employees and elected officials. If your county would like multiple administrators, please include their contact information on the following page.

Name of Administrator: Justin Vasquez

Email of Administrator: jvasquez@co.atascosa.tx.us

Phone Number of Administrator: 8305707742

Position/Office of Administrator: IT Director

## County IT Administrator (Required)

Please indicate the individual responsible for IT administration for your county. Upon request, TAC will coordinate with your IT administrator to facilitate smooth deployment of the cybersecurity training program for your personnel and elected officials.

Name of IT Administrator: Justin Vasquez

Email of Registrant: jvasquez@co.atascosa.tx.us

Phone Number of Registrant: 8305707742

## Billing Contact (Required)

TAC will send an invoice in the amount of \$5 per enrolled user to the contact below. The number of users will be based on total users between enrollment of this course and September 2025. Users who are enrolled and later deleted will be included in the invoice. The invoice is due upon receipt.

Name of Contact: Tracy Barrera

Email of Contact: auditor@co.atascosa.tx.us

Phone Number of Contact: 8307693620

Position/Office of Contact: County Auditor

Mailing Address: 1 Courthouse Circle Dr., Ste. 105 Jourdanon, TX 78026

Preferred Delivery Method (Email/Mail): Email

## Additional Course Administrators (Optional)

Please indicate any additional county employees who will have access to regularly add/remove users from training according to employment changes within the county. Administrators will have access to reports reflecting the course completion status of all county employees.

Name of Administrator: \_\_\_\_\_

Email of Administrator: \_\_\_\_\_

Phone Number of Administrator: \_\_\_\_\_

Position/Office of Administrator: \_\_\_\_\_

## Additional Course Administrators (Optional)

Name of Administrator: \_\_\_\_\_

Email of Administrator: \_\_\_\_\_

Phone Number of Administrator: \_\_\_\_\_

Position/Office of Administrator: \_\_\_\_\_

Name of Administrator: \_\_\_\_\_

Email of Administrator: \_\_\_\_\_

Phone Number of Administrator: \_\_\_\_\_

Position/Office of Administrator: \_\_\_\_\_



## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 22.**

**Meeting Date:** 02/10/2025

**Item Title:**

**Submitted For:** Justin Vasquez, I.T. Manager

### **Discuss and/or take appropriate action concerning:**

Justin Vasquez: Discuss and/or take appropriate action concerning accepting a quote from LiftOff  
I.T. Manager: LLC for Microsoft Licensing in the amount of \$106,051.92 and transferring our  
licenses from SHI to LiftOff. Agreement has been reviewed by the County  
Attorney.

### **ATTACHMENTS**

Quote



## QUOTE

as of 1/31/2025

**Bill to:**

Atascosa County, TX  
1 Courthouse Circle Drive  
Ste. 100  
Jourdanton, TX 78026

**Ship to:**

Atascosa County, TX  
1 Courthouse Circle Drive  
Ste. 100  
Jourdanton, TX 78026

**Reseller (Remit To):**

LiftOff LLC  
Attn: Ron Braatz  
1667 Patrice Circle  
Crofton, MD 21114

**Terms:**

Due on Receipt

**Payment Options:**

ACH Payment (preferred) or check

**Quote Description**

| G SKU Item Name           | Part Number | Term in Months | Price/User/ Month | Licenses | Cost/Year    |
|---------------------------|-------------|----------------|-------------------|----------|--------------|
| Office 365 G3 GCC         | AAA-11894   | 12             | 25.30             | 300      | \$ 91,080.00 |
| Entra ID P1 GCC           | MQM-00001   | 12             | 5.70              | 299      | \$ 20,451.60 |
| Entra ID P2 GCC           | MQN-00001   | 12             | 8.50              | 1        | \$102.00     |
| Audio Conferencing GCC    | NYH-00001   | 12             | 0.00              | 300      | \$0.00       |
| LiftOff One Time Discount | -           | -              | -5%               | -        | -\$5,581.68  |

SubTotal: \$ 111,633.60

Discount: **-\$5,581.60**

**Total: \$ 106,051.92**

**Pricing Information:**

- All prices are displayed in United States Dollars.
- Product and pricing data are updated frequently and may change without notice.
- Pricing valid for 14 days
- License orders are paid up front, are non-refundable, and are one-year licenses that renew each year.
- License reductions, upgrades, or cancellations may only occur at the annual renewal date.

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In order to proceed, send a Purchase Order to [365licensing@liftoffonline.com](mailto:365licensing@liftoffonline.com). Once we have the Purchase Order, we will immediately send an invoice. Once we receive payment, we will place the order.

## Customer Terms for Cloud Services Agreement US Public Sector

This agreement is between **LiftOff LLC** (“we”, “us”, and “our”) and **Atascosa County, TX** (“you” and “your”). It is effective when we accept it. Key terms are defined in 8.

### ***1. General.***

**Right to use.** You may access and use Office 365, and install and use a Client (if any) included with your Subscription, only as described in this agreement. All other rights are reserved.

**Acceptable use.** You will use Office 365 only per the AUP. You will not use Office 365 in any way that infringes a third party’s patent, copyright, or trademark or misappropriates its trade secret. You may not reverse engineer, decompile, work around technical limits in, or disassemble Office 365, except if applicable law permits despite this limit. You may not rent, lease, lend, resell, transfer, or host Office 365 to or for third parties.

**Compliance.** You will comply with all laws and regulations applicable to your use of Office 365. In providing Office 365, we and our Providers will comply with all laws and regulations (including applicable security breach notification law) that generally apply to IT service providers. You will obtain any consents required: (1) to allow you to access, monitor, use, and disclose user data; and (2) for us to provide Office 365. If you are an educational institution, you will obtain any parental consent for end users’ use of Office 365 as required by applicable law.

**Customer Data.** Customer Data is used only to provide you Office 365. This use may include troubleshooting to prevent, find and fix problems with Office 365’s operation. It may also include improving features for finding and protecting against threats to users. Neither we nor our Providers will derive information from Customer Data for any advertising or other commercial purposes. We will enable you to keep Customer Data separate from consumer services. Customer Data will not be disclosed unless required by law or allowed by this agreement. Your contact information may be provided so that a requestor can contact you. If law requires disclosure, we will use commercially reasonable efforts to notify you, if permitted. Customer Data may be transferred to, and stored and processed in, any country we or our Providers maintain facilities, unless you provision your tenant in the United States. If you do, Microsoft will provide Office 365 from data centers in the United States, and storage of the following customer data at rest will be located in data centers only in the United States: (i) Exchange Online mailbox content (e-mail body, calendar entries, and the content of e-mail attachments), and (ii) SharePoint Online site content and the files stored within that site.

**Changes.** Office 365 may be changed periodically, after which you may need to agree to new terms. You may be required to run a client software upgrade on devices using Office 365 after a change to maintain full functionality.

**Use rights.** Use rights specific to Office 365 are posted online at the link to the AUP.

### ***2. Confidentiality and Security.***

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We and our Providers will (a) maintain appropriate technical and organizational measures, internal controls, and data security routines intended to protect Customer Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction and (b) not disclose Customer Data, except as required by law or expressly allowed. Neither party will make any public statement about this agreement's terms without the other's prior written consent.

### ***3. Term, Termination, and Suspension.***

**Term and termination.** This agreement will remain in effect for three years subject to your right under applicable law to terminate for convenience.

**Customer Data.** You may extract Customer Data at any time. If your Subscription expires or terminates, we will keep your Customer Data in a limited account for at least 90 days so you may extract it. We may delete your Customer Data after that.

**Regulatory.** If a government rule or regulation applies to us or our Providers, but not generally to other businesses, and makes it difficult to operate Office 365 without change, or we or our Providers believe this agreement or Office 365 may conflict with the rule or regulation, we may change Office 365 or terminate the agreement. If we change Office 365 to come into compliance, and you do not like the change, you may terminate.

**Suspension.** We may suspend use of Office 365: (1) if reasonably needed to prevent unauthorized Customer Data access; (2) if you do not promptly respond under §5 to intellectual property claims; or (3) for non-payment; or (4) if you violate the AUP. A suspension will be in effect only while the condition or need exists and, if under clause (1) or (2), will apply to the minimum extent necessary. We will notify you before we suspend, unless doing so may increase damages. We will notify you at least 30 days before suspending for non-payment. If you do not fully address the reasons for suspension within 60 days after we suspend, we may terminate your Subscription.

### ***4. Limited warranty; disclaimer.***

We warrant that Office 365 will meet the SLA terms during the Subscription; your only remedy for breach of warranty is stated in the SLA. *We provide no (and disclaim to the extent permitted by law any) other warranties, express, implied, or statutory, including warranties of merchantability or fitness for a particular purpose.*

### ***5. Duty to protect.***

**Defense.** We or our Providers will defend you against any claims made by an unaffiliated third party that Office 365 infringes its patent, copyright, or trademark or misappropriates its trade secret.

**Remedies.** If we or our Providers reasonably believe that a claim under §5 may bar your use of Office 365, we or our Providers will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent and notify you to stop use of the prior version. If these options are not commercially reasonable, we or our Providers may terminate your rights to Office 365 and refund any payments for unused Subscription rights.

**Other obligations.** To the extent permitted by law, you will (1) notify us promptly of a claim under this §5 and (2) allow us or our Providers to assist in your defense or settlement. You will provide reasonable help to defend. We or our Providers will reimburse you for reasonable out-of-pocket expenses incurred in giving that help and pay the amount of any resulting adverse final judgment (or settlement the protecting party consents to). Neither we nor our Providers will be bound by any settlement to which we do not agree in writing, this § 5 provides the exclusive remedy for these claims.



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**Limits.** The obligations of us and our Providers in this §5 won't apply to a claim or award based on: (1) Customer Data; (2) software not provided by us or our Providers; (3) modifications you make to Office 365, or materials you provide or make available as part of using Office 365; (4) your combination of Office 365 with, or damages based on the value of, a product, data, or business process not provided by us or our Providers; or (5) your use of a Microsoft trademark without their express, written consent, or your use of Office 365 after being notified to stop due to a third-party claim.

## ***6. Limited liability.***

Each party's (and our Providers') maximum aggregate liability for any claim related to this agreement is limited to direct damages up to the fees that you paid for Office 365 during the 12 months before the claim arose (or \$5,000.00 if you paid no fees). *Neither party nor our Providers will be liable for lost revenues or indirect, special, incidental, consequential, punitive, or exemplary damages, even if the party knew they were possible.* The limits and exclusions in this §6 apply to the extent permitted by law, but do not apply to (1) obligations under §5; or (2) intellectual property infringement or misappropriation.

## ***7. Agreement mechanics.***

You must send notice by regular mail, return receipt requested, to the address on the Portal (effective when delivered). We may email notice to your account administrators (effective when sent). You may not assign this agreement, or any right or duty under it. If part of this agreement is held unenforceable, the rest remains in force. Failure to enforce this agreement is not a waiver. The parties are independent contractors. This agreement does not create an agency, partnership, or joint venture. This agreement is governed by the laws applicable to Customer, without regard to conflict of laws. This agreement (including the SLA and AUP) and our price sheet are the parties' entire agreement on this subject and supersedes any concurrent or prior communications. Agreement terms that require performance, or apply to events that may occur, after termination or expiration will survive, including §5. Office 365 and the Client are subject to U.S. export jurisdiction. You must comply with the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use, and destination restrictions. For more information, see <http://www.microsoft.com/exporting/>. Our Providers may deliver Office 365, and the rights granted to us also apply to them.

## ***8. Definitions.***

"AUP" means the acceptable use policy at <http://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=5502>.

"Client" means device software that we or our Providers provide you with Office 365.

"Customer Data" means all data, including all text, sound, or image files that are provided to us or our Providers by, or on behalf of, you through your use of Office 365.

"Office 365" means (1) Exchange Online, Exchange Online Archiving, SharePoint Online, Lync Online, and Office Web Apps included in Office 365 Enterprise Plans E1, E2, E3, E4, K1, and K2; and Office 365 Government Plans G1, G2, G3, G4, K1, and K2; and (2) Exchange Online Archiving; Exchange Online Protection; Exchange Online Plans 1, 2, Basic, and Kiosk; SharePoint Online Plans 1, 2, and Kiosk; Office Web Apps Plans 1 and 2; and Lync Online Plans 1, 2, and 3.

"Portal" means the Online Services Portal for Office 365 (see <http://www.microsoft.com/online>).

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“Providers” means our affiliates, licensors, and suppliers, including Microsoft and its applicable affiliates. “SLA” means the service level commitments we or our Providers make regarding delivery and performance of Office 365 (see <http://www.microsoft.com/licensing/contracts>).

“Subscription” means an order for a quantity of Office 365.

## **Exhibit B**

### **Microsoft Cloud Agreement – AOSG Commercial**

*This Microsoft Cloud Agreement is entered into between the entity you represent, or, if you do not designate an entity in connection with a Subscription purchase or renewal, you individually (“Customer” or “you”), and Microsoft Corporation (“Microsoft”). It consists of the terms and conditions below, Use Rights, SLA, and all documents referenced within those documents (together, the “agreement”). It is effective on the date that your Reseller provisions your Subscription. Key terms are defined in Section 15.*

#### **1. Grants, rights and terms.**

*All rights granted under this agreement are non-exclusive and non-transferable and apply as long as neither Customer nor any of its Affiliates is in material breach of this agreement.*

- a. Software.** Upon acceptance of each order, Microsoft grants Customer a limited right to use the Software in the quantities ordered.
  - (i) Use Rights.** The Use Rights in effect when Customer orders Software will apply to Customer’s use of the version of the Software that is current at the time. For future versions and new Software, the Use Rights in effect when those versions and Software are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless Customer chooses to have those changes apply.
  - (ii) Temporary and perpetual licenses.** Licenses available on a subscription basis are temporary. For all other licenses, the right to use Software becomes perpetual upon payment in full.
- b. Online Services.** Customer may use the Online Services as provided in this agreement.
  - (i) Online Services Terms.** The Online Services Terms in effect when Customer orders or renews a subscription to an Online Service will apply for the applicable subscription term. For Online Services that are billed periodically based on consumption, the Online Services Terms current at the start of each billing period will apply to usage during that period.
  - (ii) Suspension.** Microsoft may suspend use of an Online Service during Customer’s violation of the Acceptable Use Policy or failure to respond to a claim of alleged infringement. Microsoft will give Customer notice before suspending an Online Service when reasonable.
  - (iii) End Users.** Customer controls access by End Users, and is responsible for their use of the Product in accordance with this agreement. For example, Customer will ensure End Users comply with the Acceptable Use Policy.
  - (iv) Customer Data.** Customer is solely responsible for the content of all Customer Data. Customer will secure and maintain all rights in Customer Data necessary for Microsoft to provide the Online Services to Customer without violating the rights of any third party or otherwise obligating Microsoft to Customer or to any third party. Microsoft does not and will not assume any obligations with respect to Customer Data or to Customer’s use of the Product other than as expressly set forth in this agreement or as required by applicable law.
  - (v) Responsibility for your accounts.** Customer is responsible for maintaining the confidentiality of any non-public authentication credentials associated with Customer’s use of the Online Services. Customer must promptly notify customer support about any possible misuse of Customer’s accounts or authentication credentials or any security incident related to the Online Services.

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- c. License transfers.** License transfers are not permitted, except that Customer may transfer only fully-paid perpetual licenses to (1) an Affiliate or (2) a third party, solely in connection with the transfer of hardware or employees to whom the licenses have been assigned to the third party as part of (a) a divestiture of all or part of an Affiliate or (b) a merger involving Customer or an Affiliate. Upon such transfer, Customer and its Affiliates must uninstall and discontinue using the licensed Product and render any copies unusable. Attempted license transfers that do not comply with this agreement are void.
- d. Reservation of rights.** Products are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.
- e. Restrictions.** Customer may use the Product only in accordance with this agreement. Customer may not (and is not licensed to): (1) reverse engineer, decompile or disassemble any Product or Fix, or attempt to do so; (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer may not disable, tamper with, or otherwise attempt to circumvent any billing mechanism that meters Customer's use of the Online Services. Except as expressly permitted in this agreement or Product documentation, Customer may not distribute, sublicense, rent, lease, lend, resell or transfer and Products, in whole or in part, or use them to offer hosting services to a third party.
- f. Preview releases.** Microsoft may make Previews available. **Previews are provided "as-is," "with all faults," and "as-available," and are excluded from the SLA and all limited warranties provided in this agreement.** Previews may not be covered by customer support. Previews may be subject to reduced or different security, compliance, and privacy commitments, as further explained in the Online Services Terms and any additional notices provided with the Preview. Microsoft may change or discontinue Previews at any time without notice. Microsoft also may choose not to release a Preview into "General Availability."
- g. Verifying compliance for Products.**
- (i) Right to verify compliance.** Customer must keep records relating to all use and distribution of Products by Customer and its Affiliates. Microsoft has the right, at its expense, to verify compliance with the Products' license terms. Customer must promptly provide any information reasonably requested by the independent auditors retained by Microsoft in furtherance of the verification, including access to systems running the Products and evidence of licenses for Products that Customer hosts, sublicenses, or distributes to third parties. Customer agrees to complete Microsoft's self-audit process, which Microsoft may request as an alternative to a third party audit.
- (ii) Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use of Products, then within 30 days (1) Customer must order sufficient licenses to cover its use, and (2) if unlicensed use is 5% or more, Customer must reimburse Microsoft for the costs Microsoft incurred in verification and acquire the necessary additional licenses at 125% of the price, based on the then-current price last and customer price level. The unlicensed use percentage is based on the total number of licenses purchased for current use compared to the actual installed base. If there is no unlicensed use, Microsoft will not subject Customer to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this agreement or to protect its intellectual property by any other legal means.
- (iii) Verification process.** Microsoft will notify Customer at least 30 days in advance of its intent to verify Customers' compliance with the license terms for the Products Customer and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not unreasonably interfere with Customer's operations.

## **2. Subscriptions, ordering.**

- a. Choosing a Reseller.** Customer must choose and maintain a Reseller authorized within its region. If Microsoft or Reseller chooses to discontinue doing business with each other, Customer must choose a replacement Reseller or purchase a Subscription directly from Microsoft, which may require Customer to accept different terms.

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- b. Available Subscription offers.** The Subscription offers available to Customer will be established by its Reseller and generally can be categorized as one or a combination of the following:
- (i) Online Services Commitment Offering.** Customer commits in advance to purchase a specific quantity of Online Services for use during a Term and to pay upfront or on a periodic basis for continued use of the Online Service.
  - (ii) Consumption Offering (also called Pay-As-You-Go).** Customer pays based on actual usage with no upfront commitment.
  - (iii) Limited Offering.** Customer receives a limited quantity of Online Services for a limited term without charge (for example, a free trial) or as part of another Microsoft offering (for example, MSDN). Provisions in this agreement with respect to the SLA and data retention may not apply.
  - (iv) Software Commitment Offering.** Customer commits in advance to purchase a specific quantity of Software for use during a Term and to pay upfront or on a periodic basis for continued use of the Software.
- c. Ordering.**
- (i)** Orders must be placed through Customer's designated Reseller. Customer may place orders for its Affiliates under this agreement and grant its Affiliates administrative rights to manage the Subscription, but, Affiliates may not place orders under this agreement. Customer also may assign the rights granted under Section 1.a and 1.b to a third party for use by that third party in Customer's internal business. If Customer grants any rights to Affiliates or third parties with respect to Software or Customer's Subscription, such Affiliates or third parties will be bound by this agreement and Customer agrees to be jointly and severally liable for any actions of such Affiliates or third parties related to their use of the Products.
  - (ii)** Customer's Reseller may permit Customer to modify the quantity of Online Services ordered during the Term of a Subscription. Additional quantities of Online Services added to a Subscription will expire at the end of that Subscription.
- d. Pricing and payment.** Prices for each Product and any terms and conditions for invoicing and payment will be established by Customer's Reseller.
- e. Renewal.**
- (i)** Upon renewal of a Subscription, Customer may be required to sign a new agreement, a supplemental agreement or an amendment to this agreement.
  - (ii)** Customer's Subscription will automatically renew unless Customer provides its Reseller with notice of its intent not to renew prior to the expiration of the Term.
- f. Eligibility for Academic, Government and Nonprofit versions.** Customer agrees that if it is purchasing an academic, government or nonprofit offer, Customer meets the respective eligibility requirements listed at the following sites:
- (i)** For academic offers, the requirements for educational institutions (including administrative offices or boards of education, public libraries, or public museums) listed at <http://go.microsoft.com/academic>;
  - (ii)** For government offers, the requirements listed at <http://go.microsoft.com/government>; and
  - (iii)** For nonprofit offers, the requirements listed at <http://go.microsoft.com/nonprofit>.
- Microsoft reserves the right to verify eligibility at any time and suspend the Online Service if the eligibility requirements are not met.
- g. Taxes.** The parties are not liable for any of the taxes of the other party that the other party is legally obligated to pay and which are incurred or arise in connection with or related to the transactions contemplated under this agreement, and all such taxes will be the financial responsibility of the party who is obligated by operation of law to pay such tax.

### **3. Term, termination.**

- a. Agreement term and termination.** This agreement will remain in effect until the expiration or termination of Customer's Subscription, whichever is earliest. Customer may terminate this agreement at any time



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by contacting its Reseller. The expiration or termination of this agreement will only terminate Customer's right to place new orders for additional Products under this agreement.

- b. **Termination for cause.** If either party breaches this Agreement, the other party may terminate the breached agreement (in whole or in part, including orders) upon notice. If the breach is curable within 30 days, then the terminating party must provide 30 days' notice to the breaching party and an opportunity to cure the breach.
- c. **Cancel a Subscription.** Customer's Reseller will establish the terms and conditions, if any, upon which Customer may cancel a Subscription.

#### **4. Security, privacy, and data protection.**

- a. **Reseller Administrator Access and Customer Data.** Customer acknowledges and agrees that (i) once Customer has chosen a Reseller, that Reseller will be the primary administrator of the Online Services for the Term and will have administrative privileges and access to Customer Data, however, Customer may request additional administrator privileges from its Reseller; (ii) Customer can, at its sole discretion and at any time during the Term, terminate its Reseller's administrative privileges; (iii) Reseller's privacy practices with respect to Customer Data or any services provided by Reseller are subject to the terms of Customer's agreement with its Reseller and may differ from Microsoft's privacy practices; and (iv) Reseller may collect, use, transfer, disclose, and otherwise process Customer Data, including personal data. Customer consents to Microsoft providing Reseller with Customer Data and information that Customer provides to Microsoft for purposes of ordering, provisioning and administering the Online Services.
- b. Customer consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this agreement. Customer may choose to provide personal information to Microsoft on behalf of third parties (including your contacts, resellers, distributors, administrators, and employees) as part of this agreement. Customer will obtain all required consents from third parties under applicable privacy and data protection laws before providing personal information to Microsoft.
- c. Additional privacy and security details are in the Online Services Terms. The commitments made in the Online Services Terms only apply to the Online Services purchased under this agreement and not to any services or products provided by a Reseller. If Customer uses software or services that are hosted by a Reseller, that use will be subject to Reseller's privacy practices, which may differ from Microsoft's.
- d. As and to the extent required by law, Customer shall notify the individual users of the Online Services that their data may be processed for the purpose of disclosing it to law enforcement or other governmental authorities as directed by Reseller or as required by law, and Customer shall obtain the users' consent to the same.
- e. Customer appoints Reseller as its agent for purposes of interfacing with and providing instructions to Microsoft for purposes of this Section 4.

#### **5. Warranties.**

- a. **Limited warranty.**
  - (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date Customer is first licensed for that version. If it does not, and Customer notifies Microsoft within the warranty term, then Microsoft will, at its option, (1) return the price Customer paid for the Software license or (2) repair or replace the Software.
  - (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during Customer's use. Customer's remedies for breach of this warranty are in the SLA.

The remedies above are Customer's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse or use inconsistent with this agreement, including failure to meet minimum system requirements. These warranties do not apply to free or trial products, Previews, Limited Offerings, or to components of Products that Customer is permitted to redistribute.

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- c. **Disclaimer.** *Except for the limited warranties above, Microsoft provides no warranties or conditions for Products and disclaims any other express, implied, or statutory warranties for Products, including warranties of quality, title, non-infringement, merchantability and fitness for a particular purpose.*

## **6. Defense of third party claims.**

*The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.*

- a. **By Microsoft.** *Microsoft will defend Customer against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted under this agreement (unmodified from the form provided by Microsoft and not combined with anything else), misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, as its option, either: (1) modify or replace the Product or fix with a functional equivalent; or (2) terminate Customer's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Customer's continued use of a Product or Fix after being notified to stop due to a third-party claim.*
- b. **By Customer.** *To the extent permitted by applicable law, Customer will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or non-Microsoft software hosted in an Online Service by Microsoft on Customer's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party; or (2) Customer's use of any Product or Fix, alone or in combination with anything else, violates the law or harms a third party.*

## **7. Limitation of liability.**

*For each Product, each party's maximum, aggregate liability to the other under this agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Customer was required to pay for the applicable Products during the term of this agreement, subject to the following:*

- a. **Online Services.** *For Online Services, Microsoft's maximum liability to Customer for any incident giving rise to a claim will not exceed the amount Customer paid for the Online Service during the 12 months before the incident; provided that in no event will Microsoft's aggregate liability for any Online Service exceed the amount paid for that Online Service during the Subscription.*
- b. **Free Products and distributable code.** *For Products provided free of charge and code that Customer is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.*
- c. **Exclusions.** *In no event will either party be liable for loss of revenue or indirect, special, incidental, consequential, punitive, or exemplary damages, or damages for loss of use, lost profits, revenues, business interruption, or loss of business information, however caused or on any theory of liability.*
- d. **Exceptions.** *The limits of liability in this section apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under section 6; or (2) violation of the other's intellectual property rights.*

## **8. Support and Professional Services.**

*Customer's Reseller will provide details on support services available for Products purchased under this agreement. Support services may be performed by Reseller or its designee, which in some cases may be Microsoft. If Customer purchases Professional Services under this agreement, the performance of those Professional Services will be subject to the terms and conditions in the Use Rights.*

## **9. Government Community requirements.**

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Customer certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacities as a member of the Community and for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited. Customer acknowledges that only Community members may use Government Community Cloud Services.

All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights and this Agreement.

Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.

Any Customer that uses Government Community Cloud Services must maintain its status as a member of the Community. Maintaining status as a member of the Community is a material requirement for such services.

Use Rights for Government Community Cloud Services. For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:

- i. Government Community Cloud Services will be offered only within the United States.
- ii. Additional European Terms, as set forth in the Use Rights, will not apply.
- iii. References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.
- iv. All terms and conditions applicable to non-Government Community Cloud Services also apply to their corresponding Government Community Cloud Services, except as otherwise noted herein.
- v. Customer may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain. Additionally, Office 365 US Government may not be deployed or used in the same domain as other Government Community Cloud Services.
- vi. Notwithstanding the Data Processing Terms section of the Online Services Terms, Office 365 GCC High and Azure Government Services are not subject to the same control standards and frameworks as the Microsoft Azure Core Services. The Compliance Trust Center Page describes the control standards and frameworks with which Office 365 GCC High and Azure Government Services comply.

Operational and Ordering Consideration for GCC High:

- i. Customer (a) acknowledges that its Tenant administrator console (when available) will appear to include more licenses than it has ordered and is entitled to; and (ii) agrees that it must order licenses for every User account it assigns. Notwithstanding anything to the contrary in the order and Product Terms, Licenses will be deemed "Reserved" for each user (and thereby subject to a True-Up Order requirement in accordance with the terms and conditions of the order), as of the day that User's account is reserved, unless a License for each such User is ordered in advance. Customer is solely responsible for keeping accurate records of the month each User is assigned to a User account, and will provide such records to Microsoft with its True-Up orders.
- ii. Customer acknowledges that (a) availability of its Office 365 GCC High tenant may follow several weeks after its initial order, and (a) the service components provided pursuant to its orders for "Suite" SKUs such as E1 and E3, as listed in the Office 365 GCC High, may differ from those components available in similar suites available in other forms of Office 365 Services.
- iii. The parties acknowledge that, as of the date this Agreement was executed, the Office 365 ProPlus "click-to-run" (C2R) feature is not yet available in Office 365 GCC High, notwithstanding anything to the contrary in the Use Rights. Accordingly, the following terms and conditions shall apply:
  - a. Until C2R functionality is made available, Customer may install up to two (2) local copies of Office Professional Plus for each User to whom E3 licenses are assigned, for the sole use of those assigned Users on Qualified Devices in Customer's Enterprise.
  - b. Once C2R functionality is made available (the "C2R release date," to be announced in the Office 365 Service Descriptions), Customer must cease installing additional local copies of Office Professional Plus, and shall as soon as practicable (but in no event later than 12 months following the C2R release date) replace each local copy that was installed pursuant to the preceding paragraph with a C2R-installed copy.

## 10. ITAR Covered Services.

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This section applies to only the ITAR Covered Services, defined below, Customer buys under this Agreement. These terms only apply if Customer provides express notice to Microsoft of its intent to manage ITAR controlled data in the Customer Data in accordance with the directions provided here: <https://azuregov.microsoft.com/regulationcollection>.

**a. Prerequisites:**

1. Customer is responsible for ensuring that the prerequisites established or required by the ITAR are fulfilled prior to introducing ITAR-controlled data into the ITAR Covered Services.
2. Customer acknowledges that the ITAR Covered Services ordered by its under the Enrollment enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, “add-ons”), as described in services documentation and/or in the portal through which your administrator(s) will manage and configure the ITAR Covered Services.
3. Customer is responsible for reviewing Online Services documentation, configuring the ITAR Covered Services, and adopting and implementing such policies and practices for your End Users’ use of ITAR Covered Services, together with any add-ons, as you determine are appropriate to comply with the ITAR or other legal or regulatory requirements applicable to you and not generally applicable to Microsoft as an IT service provider. Customer acknowledges that only ITAR Covered Services will be delivered subject to the terms of this Section. Processing and storage of ITAR-controlled data in other services, including without limitation add-ons, is not supported. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization, if any, or data provided by or on Customer’s behalf to Microsoft’s billing or commerce systems in connection with purchasing or ordering ITAR Covered Services, if any, is not subject to the provisions of this Section. Customer is solely responsible for ensuring that ITAR-controlled data is not included in support information or support case artifacts.

**b. Special Terms.**

ITAR Covered Services. The ITAR Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer’s preparation to use the ITAR Covered Services for the storage, processing, or transmission of ITAR-controlled data, Customer should review applicable services documentation. Customer’s compliance with the ITAR will be dependent, in part, on Customer’s configuration of the services and adoption and implementation of policies and practices for Customer’s End Users’ use of ITAR Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with the ITAR.

- c. Personnel.** Microsoft personnel and contractors authorized by Microsoft to access Customer Data (that may include ITAR-controlled data) in the ITAR Covered Services, will be limited to U.S. persons, as that term is defined in the ITAR. Customer may also authorize Microsoft personnel and contractors to access its Customer Data. Customer is solely responsible for ensuring any such authorization is permissible under the ITAR.
- d. Use of Subcontractors.** As set forth in the OST, Microsoft may hire subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the ITAR Covered Services will be permitted to obtain Customer Data (that may include ITAR-controlled data) only to deliver the ITAR Covered Services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the ITAR Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with ITAR Covered Services, they are obligated to follow Microsoft’s policies, including without limitation the geographic restrictions and controls selected by you in the configuration of the ITAR Covered Services. Microsoft remains responsible for its subcontractors’ compliance with Microsoft’s obligations.
- e. Notification.** The Security Incident handling process defined in the OST will apply to the ITAR Covered Services. In addition, the parties agree to the following:
  1. Customer acknowledges that effective investigation or mitigation of a Security Incident involving ITAR-controlled data may be dependent upon information or services configurations within Enrolled Affiliate’s control. Accordingly, proper treatment of ITAR-controlled data will be a joint obligation between Microsoft and Customer. If Customer becomes aware of any unauthorized release of ITAR-controlled data to Microsoft or the use of a service other than the ITAR Covered Service to store, process, or transmit ITAR-controlled data, Customer will promptly notify Microsoft of such event and provide reasonable assistance and information necessary for Microsoft to investigate and report such event.



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2. If, subsequent to notification of a Security Incident by Microsoft, Customer determines that ITAR-controlled data may have been subject to unauthorized inspection or disclosure, it is Customer's responsibility to notify the appropriate authorities of such event, or to notify impacted individuals, if Customer determines such notification is required under applicable law or regulation or Customer's internal policies.
  3. If either party determines it is necessary or prudent to make a voluntary disclosure to the Directorate of Defense Trade Controls regarding the treatment of ITAR-controlled data in the Online Services, such party will work in good faith to notify the other party of such voluntary disclosure prior to providing such voluntary disclosure. The parties will work together in good faith in the development and reporting of any such voluntary disclosure.
- f. **Conflicts.** If there is any conflict between any provision in this Section and any provision in the Agreement, this Section shall control.

## 11. IRS 1075 Covered Services.

This section applies to only the IRS 1075 Covered Services, defined below, Customer buys under this Agreement. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase IRS 1075 Covered Services in accordance with the directions provided here: <https://azuregov.microsoft.com/regulationcollection>

**a. Customer Prerequisites:**

1. Customer is responsible to ensure that the prerequisites established or required by IRS Publication 1075 are fulfilled prior to introducing FTI into the IRS 1075 Covered Services.
2. Customer acknowledges that the IRS 1075 Covered Services ordered by Customer under the Subscription enable End Users optionally to access and use a variety of additional resources, applications, or services that are (a) provided by third parties, or (b) provided by Microsoft subject to their own terms of use or privacy policies (collectively, for convenience, "add-ons"), as described in services documentation and/or in the portal through which Customer's administrator(s) will manage and configure the IRS 1075 Covered Services.
3. Customer is responsible to review Online Services documentation, configure the services, and adopt and implement such policies and practices for Customer's End Users' use of IRS 1075 Covered Services, together with any add-ons, as Customer determines are appropriate in order for it to comply with IRS Publication 1075 or other legal or regulatory requirements applicable to Customer and not generally applicable to Microsoft as an IT service provider.
4. Customer acknowledges that only IRS 1075 Covered Services will be delivered subject to the terms of this Section 11. No other services are supported by the terms of this Section 11. Without limiting the foregoing, data that Customer elects to provide to the Microsoft technical support organization ("Support Data"), if any, or data provided by or on your behalf to Microsoft's billing or commerce systems in connection with purchasing/ordering IRS 1075 Covered Services ("Billing Data"), if any, is not subject to the provisions of this Section 11. Customer is solely responsible for ensuring that FTI is not provided as Support Data or Billing Data.

**b. IRS Publication 1075 Special Terms.**

1. **IRS 1075 Covered Services.** The IRS 1075 Covered Services are cloud services operated in a standardized manner with features and processes common across multiple customers. As part of Customer's preparation to use the services for FTI, Customer should review applicable services documentation. Customer's compliance with IRS Publication 1075 will be dependent, in part, on Customer's configuration of the services and adoption and implementation of policies and practices for Customer's End Users' use of IRS 1075 Covered Services. Customer is solely responsible for determining the appropriate policies and practices needed for compliance with IRS Publication 1075.
2. Attachment 1 contains the Safeguarding Contract Language for Technology Services specified by IRS Publication 1075. Microsoft and Customer have agreed that certain requirements of the Safeguarding Contract Language and IRS Publication 1075 will be fulfilled as set forth in the remainder of this section 11.

- c. Personnel Records and Training.** Microsoft will maintain a list of screened personnel authorized to access Customer Data (that may include FTI) in the IRS 1075 Covered Services, which will be available to you or to the IRS upon written request. Customer will treat Microsoft personnel personally identifiable information (PII) as Microsoft trade secret or security-sensitive information exempt from public disclosure to the maximum extent permitted by applicable law, and, if required to provide such Microsoft personnel PII to the IRS, will require the IRS to treat such personnel PII the same.

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- d. **Training Records.** Microsoft will maintain security and disclosure awareness training records as required by IRS Publication 1075, which will be available to Customer upon written request.
  - e. **Confidentiality Statement.** Microsoft will maintain a signed confidentiality statement, and will provide a copy for inspection upon request.
  - f. **Cloud Computing Environment Requirements.** The IRS 1075 Covered Services are provided in accordance with the FedRAMP System Security Plan for the applicable services. Microsoft's compliance with controls required by IRS Publication 1075, including without limitation encryption and media sanitization controls, can be found in the applicable FedRAMP System Security Plan.
  - g. **Use of Subcontractors.** Notwithstanding anything to the contrary in Attachment 1, as set forth in the OST, Microsoft may use subcontractors to provide services on its behalf. Any such subcontractors used in delivery of the IRS 1075 Covered Services will be permitted to obtain Customer Data (that may include FTI) only to deliver the services Microsoft has retained them to provide and will be prohibited from using Customer Data for any other purpose. Storage and processing of Customer Data in the IRS 1075 Covered Services is subject to Microsoft security controls at all times and, to the extent subcontractor personnel perform services in connection with IRS 1075 Covered Services, they are obligated to follow Microsoft's policies. Microsoft remains responsible for its subcontractors' compliance with Microsoft's obligations. Subject to the preceding, Microsoft may employ subcontractor personnel in the capacity of augmenting existing staff, and understands IRS Publication 1075 reference to employees to include employees and subcontractors acting in the manner specified herein. It is the responsibility of the Customer to gain approval of the IRS for the use of all subcontractors.

Microsoft maintains a list of subcontractor companies who may potentially provide personnel authorized to access Customer Data in the Online Services, published for Azure branded services at <http://azure.microsoft.com/en-us/support/trust-center/>, or successor locations identified by Microsoft. Microsoft will update these websites at least 14 days before authorizing any new subcontractor to access Customer Data, Microsoft will update the website and provide Customer with a mechanism to obtain notice of that update.

- h. **Security Incident Notification.** The Security Incident handling process defined in the OST will apply to the IRS 1075 Covered Services. In addition, the parties agree to the following:
  - 1. Customer acknowledges that effective investigation or mitigation of a Security Incident may be dependent upon information or services configurations within your control. Accordingly, compliance with IRS Publication 1075 Incident Response requirements will be a joint obligation between Microsoft and Customer.
  - 2. If, subsequent to notification from Microsoft of a Security Incident, Customer determines that FTI may have been subject to unauthorized inspection or disclosure, it is Customer's responsibility to notify the appropriate Agent-in-Charge, TIGTA (Treasury Inspector General for Tax Administration) and/or the IRS of a Security Incident, or to notify impacted individuals, if Customer determines this is required under IRS Publication 1075, other applicable law or regulation, or Customer's internal policies.
- i. **Customer Right to Inspect.**
  - 1. **Audit by Customer.** Customer will, (i) be provided quarterly access to information generated by Microsoft's regular monitoring of security, privacy, and operational controls in place to afford you an ongoing view into the effectiveness of such controls, (ii) be provided a report mapping compliance of the IRS 1075 Covered Services with NIST 800-53 or successor controls, (iii) upon request, be afforded the opportunity to communicate with Microsoft's subject matter experts for clarification of the reports identified above, and (iv) upon request, and at Customer's expense, be permitted to communicate with Microsoft's independent third party auditors involved in the preparation of audit reports. Customer will use this information above to satisfy with any inspection requirements under IRS Publication 1075 and agree that the audit rights described in this section are in full satisfaction of any audit that may otherwise be requested by the Customer.
  - 2. **Confidentiality of Audit Materials.** Audit information provided by Microsoft to Customer will consist of highly confidential proprietary or trade secret information of Microsoft. Microsoft may request reasonable assurances, written or otherwise, that information will be maintained as confidential and/or trade secret information subject to this agreement prior to providing such information to Agency, and Agency will ensure Microsoft's audit information is afforded the highest level of confidentiality available under applicable law.
  - 3. This Section, 11.i., is in addition to compliance information available to Customer under the OST.

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## 12. Criminal Justice Information Services (CJIS).

This section applies only to the Azure Government CJIS Covered Services, defined below, Customer buys under this Agreement. These terms only apply if Customer provides express notice to Microsoft of its intent to purchase CJIS Covered Services in accordance with the directions provided here: <https://azuregov.microsoft.com/regulationcollection>.

### a. Customer's Prerequisites

1. Microsoft's representations as it relates to its CJIS Covered Services' compliance with the FBI Criminal Justice Information Systems ("CJIS") Security Addendum (Appendix H of FBI CJIS Policy) are subject to Customer's incorporation of applicable state-specific CJIS Amendment terms and conditions into Customer's Subscription. They are also subject to Customer's incorporation and flow down of such terms in Customer's contracts with a Covered Entity.
  2. Please visit <https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS> for additional information about CJIS Covered States and CJIS Covered Services. Note that not all states are CJIS Covered States and that different CJIS Covered Services may apply in different CJIS Covered States. For more information about how to sign up for CJIS Covered Services through an Enterprise Agreement, please visit <https://azure.microsoft.com/en-us/pricing/enterprise-agreement/>. For purposes of this section, if Customer is not in a CJIS Covered State, then Microsoft is unable to provide CJIS-related representations at this time, and no CJIS Amendment will apply.
  3. Customer can access the terms and conditions of Microsoft's adherence to the FBI CJIS Policy by contacting the CSA in a CJIS Covered State. The Security Addendum for Private Contractors (Cloud Providers) referenced in the FBI CJIS Policy and CSA-provided terms and conditions is incorporated herein by reference, and Customer acknowledges that Microsoft's support for CJI will be in accordance with those terms agreed to and/or signed by the applicable state CSA. Customer also acknowledges that it is Customer responsibility to contact the applicable state CSA for this and any additional information. Customer is required to, and acknowledges it will, work directly with the applicable state CSA for any CJIS-related documentation and audit requirements.
  4. Customer is responsible to ensure that the CJIS Security Addendum has been signed by the CSA, that the CSA has approved Customer's use of the Covered Services to store or process CJI, and that any other prerequisites established or required by either the FBI, state CSA, or Customer is fulfilled prior to introducing CJI into the Covered Services.
  5. Customer acknowledges that it will keep records of any Covered Entity to which you provide CJIS State Agreements or other CJIS-related documentation it obtains from the state CSA and shall make such records available to Microsoft promptly upon request.
- b. If there is any conflict between any provision in this Section and any provision in the agreement, this Section shall control.

## 13. DFARS 252.204-7012.

Microsoft Azure Government and GCC High both comply with DFARS 252.204-7012 subsections c-g except that for subsection c, Microsoft will report security incidents to Customer in accordance with and as described in the Microsoft Online Services Terms and Customer will be responsible for reporting the incident to DOD, if required, through <http://dibnet.dod.mil>. In addition, it is the Customer's responsibility, not Microsoft's, to obtain a medium assurance certificate. Customer who intends to purchase DFARS compliant Services from Microsoft needs to provide additional information here: <https://azuregov.microsoft.com/regulationcollection>

## 14. Miscellaneous.

- a. **Notices.** You must send notices by mail, return receipt requested, to the address below.

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**Notices should be sent to:**

Microsoft Corporation

Volume Licensing Group

One Microsoft Way

Redmond, WA 98052

USA

Via Facsimile: (425) 936-7329

You agree to receive electronic notices from us, which will be sent by email to the account administrator(s) named for your Subscription. Notices are effective on the date on the return receipt or, for email, when sent. You are responsible for ensuring that the email address for the account administrator(s) named for your Subscription is accurate and current. Any email notice that we send to that email address will be effective when sent, whether or not you actually receive the email.

- b. Assignment.** You may not assign this agreement either in whole or in part. Microsoft may transfer this agreement without your consent, but only to one of Microsoft's Affiliates. Any prohibited assignment is void.
- c. Severability.** If any part of this agreement is held unenforceable, the rest remains in full force and effect.
- d. Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver.
- e. No agency.** This agreement does not create an agency, partnership, or joint venture.
- f. No third-party beneficiaries.** There are no third-party beneficiaries to this agreement.
- g. Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance, subject to the terms of this agreement.
- h. Microsoft as an independent contractor.** The parties are independent contractors. Customer and Microsoft each may develop products independently without using the other's confidential information.
- i. Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products or services.
- j. Applicable law and venue.** This agreement is governed by Washington law, without regard to its conflict of laws principles. Any action to enforce this agreement must be brought in the State of Washington. This choice of jurisdiction does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to violation of intellectual property rights.
- k. Entire agreement.** This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. In the case of a conflict between any documents in this agreement that is not expressly resolved in those documents, their terms will control in the following order of descending priority: (1) this agreement, (2) the Product Terms, (3) the Online Services Terms, and (4) any other documents in this agreement.
- l. Survival.** All provisions survive termination of this agreement except those requiring performance only during the term of the agreement.
- m. U.S. export jurisdiction.** Products are subject to U.S. export jurisdiction. Customer must comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments related to Microsoft products, services, and technologies.



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- n. **Force majeure.** Neither party will be liable for any failure in performance due to causes beyond that party's reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism (including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Online Services)). This Section will not, however, apply to your payment obligations under this agreement.
- o. **Contracting authority.** If you are an individual accepting these terms on behalf of an entity, you represent that you have the legal authority to enter into this agreement on that entity's behalf.

## 15. Definitions.

Any reference in this agreement to "day" will be a calendar day.

"Acceptable Use Policy" is set forth in the Online Services Terms.

"Affiliate" means any legal entity that a party owns, that owns a party, or that is under common ownership with a party.

"Ownership" means, for purposes of this definition, control of more than a 50% interest in an entity.

"Azure Government Services" means one or more of the services or features Microsoft makes available to Enrolled Affiliate under this Enrollment and identified at <http://azure.microsoft.com/en-us/regions/#services>, which are Government Community Cloud Services.

"CJI" means Criminal Justice Information, as defined in FBI CJIS Policy.

"CJIS Covered State" means a state, as shown at <https://www.microsoft.com/en-us/TrustCenter/Compliance/CJIS> or another site Microsoft may provide, with which Microsoft and the applicable state have entered into a CJIS State Agreement.

"CJIS Covered Service" means, for any state-specific CJIS Amendment, the Microsoft Online Services that are listed as such in that amendment, and for which Microsoft's CJIS representations apply.

"CJIS State Agreement" means an agreement between Microsoft and a Covered State's CSA (or another entity to which the CSA has delegated its duties) containing terms and conditions under which the Covered State and Microsoft will comply with the applicable requirements of the CJIS Policy. Each CJIS State Agreement is consistent with the applicable state-specific CJIS Amendment, and includes Microsoft CJIS Security Addendum Certifications. For clarity, a CJIS State Agreement may be titled "CJIS Information Agreement" or "CJIS Management Agreement."

"Community" means the community consisting of one or more of the following: (1) a Government, (2) a Customer using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which the Customer determines, and Microsoft agrees, that the use of Government Community Cloud Services is appropriate to meet the Customer's regulatory requirements. Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Compliance Trust Center Page" means the compliance page of the Microsoft Trust Center, published by Microsoft at <https://www.microsoft.com/en-us/TrustCenter/Compliance/default.aspx> or a successor site Microsoft later identifies.

"Consumption Offering", "Commitment Offering", or "Limited Offering" describe categories of Subscription offers and are defined in Section 2.

"Covered Entity" means any State/Local Entity in a Covered State with which you maintain a contractual relationship whose use of CJIS Covered Services is subject to CJIS Policy.

"CSA" means, for each CJIS Covered State, that state's CJIS Systems Agency, as defined in FBI CJIS Policy.

"Customer Data" is defined in the Online Services Terms.

"End User" means any person you permit to access Customer Data hosted in the Online Services or otherwise use the Online Services. With respect to ITAR Covered Services, End User means an individual that accesses the ITAR Covered Services. With respect to IRS 1075 Covered Services, End User means an individual that accesses the IRS 1075 Covered Services.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Fix" means a Product fix, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

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*"FTI" is defined as in IRS Publication 1075.*

*"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.*

*"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Notwithstanding that other Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms, Office 365 GCC High is hereby deemed to be a Government Community Cloud Service, for purposes of this Amendment. The term "Government Community Cloud Services" also includes, without limitation, Azure Government Services and Enterprise Mobility + Security GCC High.*

*"IRS 1075 Covered Services" means Azure Government services listed as being in the scope for IRS 1075 at <http://azure.microsoft.com/en-us/support/trust-center/compliance/irs1075/> or its successor site. Without limitation, IRS 1075 Covered Services do not include any other separately branded Online Services.*

*"IRS Publication 1075" means the Internal Revenue Services (IRS) Publication 1075 effective January 1, 2014, including updates (if any) released by the IRS during the term of the Enrollment.*

*"ITAR" means the International Traffic in Arms Regulations, found at 22 C.F.R. §§ 120 - 130.*

*"ITAR-controlled data" means Customer Data that is regulated by the ITAR as Defense Articles or Defense Services.*

*"ITAR Covered Services" means, solely with respect to this Amendment, the (i) Office 365 GCC High services; and (ii) Azure Government services, listed as being in the scope for the ITAR at <https://www.microsoft.com/en-us/TrustCenter/Compliance/itar> or its successor site.*

*"Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.*

*"Microsoft Trust Center Compliance Page" is Microsoft's website accessible at <https://www.microsoft.com/en-us/TrustCenter/Compliance/> or a successor upon which Microsoft provides information about how each of its Online Services complies with, and/or is certified under, various government and industry control standards.*

*"Non-Microsoft Product" is defined in the Online Services Terms.*

*"Office 365 Service Descriptions" means, collectively and solely for this Amendment, the Service Descriptions for Office 365 High, published by Microsoft at <https://technet.microsoft.com/en-us/library/mt774581.aspx> (for the product super-set, Office 365 US Government) and <https://technet.microsoft.com/en-us/library/mt774968.aspx> (for the product sub-set, Office 365 GCC High), or at successor sites Microsoft later identifies.*

*"Office 365 US Government" means the Government Community Cloud Service described by the Office 365 Service Descriptions*

*"Office 365 GCC High" means the Government Community Cloud Service described by the Office 365 Service Descriptions.*

*"Online Services" means any of the Microsoft-hosted online services subscribed to by Customer under this agreement, including Microsoft Dynamics Online Services, Office 365 Services, Microsoft Azure Services, or Microsoft Intune Online Services.*

*"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Licensing Site and updated from time to time.*

*"Previews" means preview, beta, or other pre-release version or feature of the Online Services or Software offered by Microsoft to obtain customer feedback.*

*"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including Previews.*

*"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Licensing Site and is updated from time to time.*

*"Professional Services" means Product support services and Microsoft consulting services provided to Customer under this agreement. "Professional Services" does not include Online Services.*

*"Reseller" means an entity authorized by Microsoft to resell Software licenses and Online Service Subscriptions under this program and engaged by you to provide assistance with your Subscription.*

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*“SLA” means Service Level Agreement, which specifies the minimum service level for the Online Services and is published on the Licensing Site.*

*“Software” means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be a part of an Online Service.*

*“State/Local Entity” means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer’s state and located within Customer’s state’ jurisdiction and geographic boundaries.*

*“Subscription” means an enrollment for Online Services for a defined Term as established by your Reseller.*

*“Technical Data” has the meaning provided in 22 C.F.R. § 120.*

*“Term” means the duration of a Subscription (e.g., 30 days or 12 months).*

*“Tribal Entity” means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.*

*“Use Rights” means the use rights or terms of service for each Product published on the Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.*

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 23.**

**Meeting Date:** 02/10/2025

**Item Title:**

**Submitted For:** Molly Solis, County Attorney

**Discuss and/or take appropriate action concerning:**

**Molly Solis:** Clarification on the terms of the previously approved Constable vehicle lease

**County Attorney:** agreements.



## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 24.**

**Meeting Date:** 02/10/2025  
**Item Title:** R&B PCT 4 - Trade-In  
**Submitted For:** Tracy Barrera, County Auditor

### **Discuss and/or take appropriate action concerning:**

**Tracy Barrera:** Discuss and/or take appropriate action concerning the trade-in of the following  
**Auditor:** item from Road and Bridge PCT4: 2016 HAMM PNEUMATIC GRW180-10  
ROLLER serial number H2280038, for a trade-in value of \$13,725.00 to ROMCO  
Equipment Co. This trade will go against the purchase of a 2020 VOLVO  
PTR240 PNEUMATIC COMPACTOR Mfr Serial 352097 hours 440 for  
\$63,175.00. The total cost after trade-in is \$49,450.00. This purchase will be on  
the TX BuyBoard Contract #685-22 and will be charged to the Road and Bridge  
PCT4 budget.

### **ATTACHMENTS**

ROMCO Quote  
ROMCO Quote



1042 SE Loop 410  
San Antonio TX 78220  
Phone 210-648-4600  
Fax 210-648-1282

ATASCOSA COUNTY #4  
#1 Courthouse Circle # 105

Jourdanton TX 78026

PO #:

Taken By: Matthew Metivier

Salesperson: Chandler Crawford

## PRO FORMA INVOICE

|   |            |              |            |
|---|------------|--------------|------------|
| Invoice #   |            | Invoice Date |            |
| Order #   | ES03005875 | Date         | 02/03/2025 |
| Customer #  | 01122      | Apply To     |            |
| Invoice Total:  |            | \$49,450.00  |            |
| Please Remit Payment To:  |            |              |            |
| ROMCO Equipment Company<br>P.O. Box 736957<br>Dallas, TX 75373-6957             |            |              |            |
| Billing Inquiries:(214) 819-4109<br>Fax:(214) 819-4133                          |            |              |            |
| Ship To:  |            |              |            |
| CUSTOMER PICK UP SAN ANTONIO<br>1042 S. E. Loop 410<br><br>SAN ANTONIO TX 78220 |            |              |            |
| Ship Via:CPU  |            |              |            |

| Qty | Mfr | Asset ID # | Description  | Mfr Serial | Amount      |
|-----|-----|------------|--|------------|-------------|
| 1   | VO  | 127113     | VOLVO PT240R PNEUMATIC COMPACTOR*<br>Year: 2020 Hours: 440 | 352097     | \$63,175.00 |

## TRADE-IN

|   |    |                           |  |  |               |
|---|----|---------------------------|--|--|---------------|
| 1 | ZZ | ZZ HAMM3412P Hamm GRW180* |  |  | (\$13,725.00) |
|---|----|---------------------------|--|--|---------------|

|                |           |
|----------------|-----------|
| Sales Subtotal | 49,450.00 |
| Discount       |           |
| Sales Tax      |           |
| Labor Subtotal |           |
| Misc. Charges  |           |
| Freight        |           |

Resale Cert. No. :

|                  |                    |
|------------------|--------------------|
| <b>Total Due</b> | <b>\$49,450.00</b> |
|------------------|--------------------|

### Comments

BuyBoard Contract #685-22

Notice is hereby given that ROMCO Equipment Co LLC has assigned its rights under this sales contract to ROMCO Exchange Co LLC to sell the equipment described herein and, if applicable, to purchase trade-in property described herein.

**Terms:** Due Upon Receipt. All payments shall be payable in Dallas County, Texas.



USD ▾ **USD \$66,500**

**Machine Location:** [1042 S.E. Loop 410 San Antonio, Texas 78220](#)

### Seller Information

ROMCO EQUIPMENT  
Contact: Chris Gibson  
Fort Worth, Texas 76106

[\(817\) 320-1995](#)

[Video Chat](#)



[Hide Thumbnails](#)

### Specifications

|               |        |              |       |
|---------------|--------|--------------|-------|
| Year          | 2020   | Manufacturer | VOLVO |
| Model         | PTR240 | Hours        | 440   |
| Serial Number | 352097 | Condition    | Used  |
| Stock Number  | 127113 |              |       |

## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 25.**

**Meeting Date:** 02/10/2025  
**Item Title:** ESRI Renewal - Rural Development  
**Submitted For:** Tracy Barrera, County Auditor

### **Discuss and/or take appropriate action concerning:**

**Tracy Barrera:** Discuss and or take appropriate action on approving the annual software  
**Auditor:** renewal (03/05/2025 to 03/04/2026) from ESRI, quote number 26253617, in the  
amount of \$4,618.39. This software renewal is for the Atascosa County Rural  
Development Department, see attached.

### **ATTACHMENTS**

ESRI Renewal





Esri Inc  
380 New York St  
Redlands CA 92373-8118

## **Subject: Renewal Quotation**

**Date:** 02/02/2025  
**To:** Britni Van Curan  
**Organization:** County of Atascosa  
Rural Addressing Dept  
**Fax #:** **Phone #:** 830-769-2748

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

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

Quotation #26253617  
Document Date: 12/04/2024

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

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

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

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

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

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

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

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

# Quotation

**Date:** 12/04/2024

**Quotation Number:** 26253617

**Contract Number:** 00298018.1

**Send Purchase Orders To:**

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

**Please include the following remittance address  
on your Purchase Order:**

Environmental Systems Research Institute, Inc.

County of Atascosa  
Rural Addressing Dept  
1 Courthouse Circle Dr Ste 100  
Jourdanton TX 78026-3446

**Attn:** Britni Van Curan

**Email:** acrd@co.atascosa.tx.us

**Phone:** 830-769-3620

**Customer Number:** 443226

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

| Item | Qty | Material#  | Unit Price | Extended Price |
|------|-----|--|------------|----------------|
| 10   | 1   | 93303<br>ArcGIS Desktop Standard Single Use Primary Maintenance<br>Start Date: 03/05/2025<br>End Date: 03/04/2026                        | 1,763.13   | 1,763.13       |
| 1010 | 1   | 153148<br>ArcGIS Online Creator User Type Annual Subscription<br>Start Date: 03/05/2025<br>End Date: 03/04/2026                          | 689.13     | 689.13         |
| 2010 | 1   | 165536<br>ArcGIS Online Professional (formerly Standard) User Type Annual Subscription<br>Start Date: 03/05/2025<br>End Date: 03/04/2026 | 2,166.13   | 2,166.13       |

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

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

**Quotation is valid for 90 days from document date.**

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

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

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

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

Quotation

Page 2

|                  |     |           |                            |  |                             |  |
|------------------|-----|-----------|----------------------------|--|-----------------------------|--|
| Date: 12/04/2024 |     |           | Quotation Number: 26253617 |  | Contract Number: 00298018.1 |  |
| Item             | Qty | Material# | Unit Price                 |  | Extended Price              |  |

|               |              |
|---------------|--------------|
| Item Subtotal | 4,618.39     |
| Estimated Tax | 0.00         |
| Total         | USD 4,618.39 |

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

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

# Quotation

Page 3

**Date:** 12/04/2024      **Quotation No:** 26253617      **Customer No:** 443226      **Contract No:** 00298018.1

| Item | Qty | Material# | Unit Price | Extended Price |
|------|-----|-----------|------------|----------------|
|------|-----|-----------|------------|----------------|

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

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

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

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <http://assets.esri.com/content/dam/esrisites/media/legal/ma-full/ma-full.pdf> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <http://www.esri.com/en-us/legal/terms/state-supplemental> apply to some state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin.

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



**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 26.**

**Meeting Date:** 02/10/2025

**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 present HUD Section 3  
Presentation for the TXCDBG County's CDV23-0227 Grant.

**ATTACHMENTS**

A1024 Section 3 Presentation

# **A1024 Section 3 Presentation to Atascosa County**

**February 10, 2025**





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The County recently received the following grant award:

- Grant Contract No. CDV23-0227
- Award Amount: \$500,000
- Project: Install a 100,000-gallon storage tank, cooling tower, filter pumps, piping, electrical, and related components at the water treatment plant, 3430 CR 407, Karnes City.



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The grant is funded through the Community Development Block Grant, via:

- U.S. Department of Housing and Urban Development (HUD)

and

- Texas Department of Agriculture (TDA)





## Section 3 Concepts

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- As a condition of funding, the County must comply with Section 3 of the Housing and Urban Development Act of 1968.
- To the greatest extent feasible, Grant Recipients must direct economic opportunities generated by CDBG funds to low- and very low-income persons.



## Section 3 Concepts

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In part, this means ensuring that:

- Section 3 Businesses have the information to submit a bid or proposal for the project; and
- Section 3 Workers have information about any available job opportunities related to the project.

For precise definitions, see TxCDBG Policy Issuance 20-01



## Section 3 Business

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A company may qualify as a **Section 3 Business** if:

- it is owned by low-income persons;
- it is owned by Section 8-Assisted housing residents; or
- 75% of all labor hours for the business in a 3-month period are performed by Section 3 Workers

Register at:

- HUD's Section 3 website:  
<https://portalapps.hud.gov/Sec3BusReg/BRegistry/RegisterBusiness>



## Section 3 Business

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This project is expected to include the following contracting opportunities:

- Grant Administration services (previously selected)
- Engineering Services (previously selected)
- Construction Company – to be awarded





## Section 3 Worker

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You may qualify as a **Section 3 Worker** if:

- Your annual income is below the county threshold for your family size:
- You are a current or recent YouthBuild participant

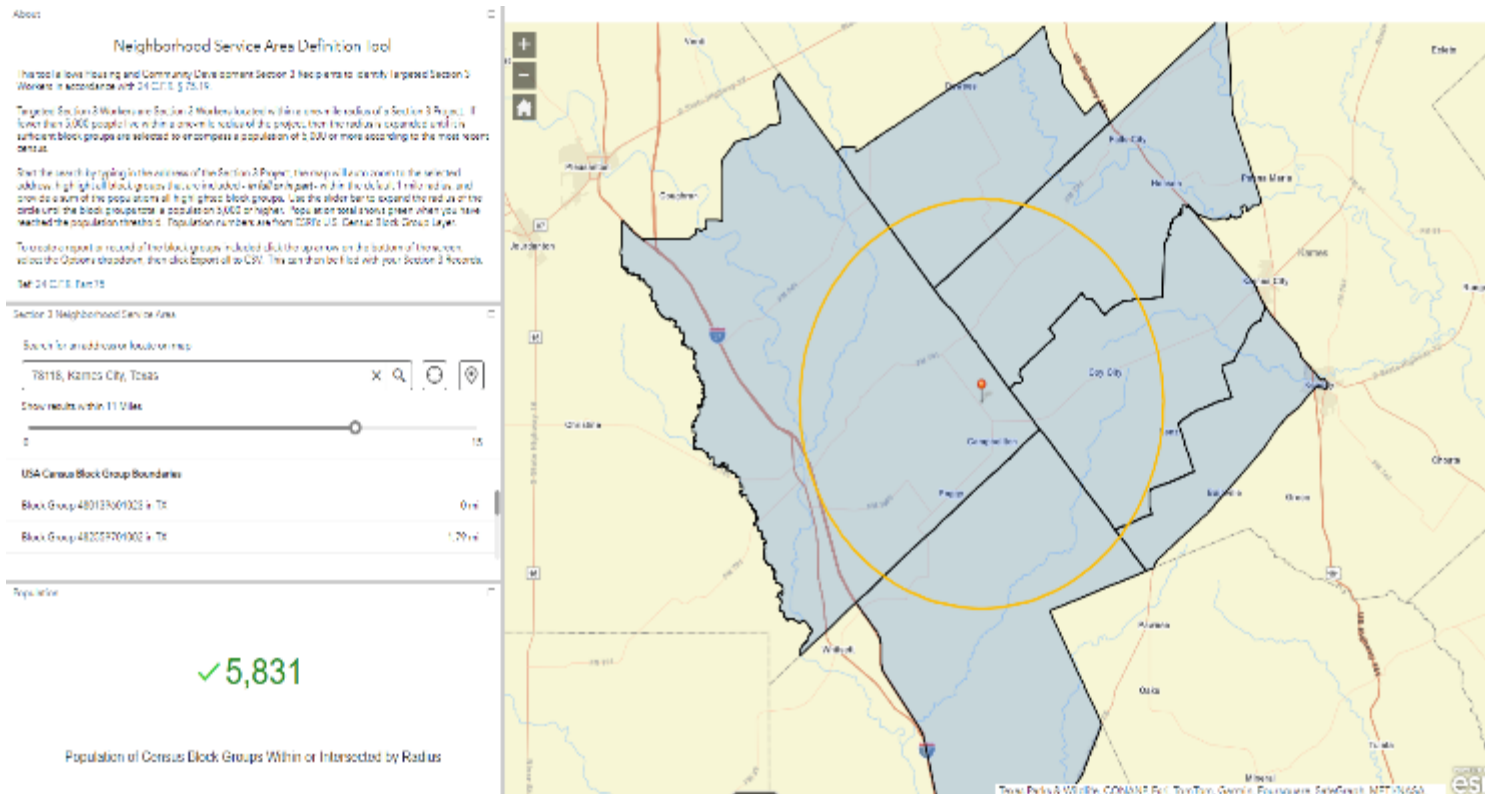
**Register** your information and search for opportunities at:

- WorkInTexas.gov
- HUD's Section 3 Opportunity Portal  
<https://hudapps.hud.gov/OpportunityPortal/>
- CIVCAST
- Minority Women-owned Business Enterprise (MWBE)



## Targeted Section 3 Worker

Section 3 Workers that reside near the project location may also qualify as Targeted Section 3 Workers. For this project, that service area is defined by this map:





## Recordkeeping

Langford will track all hours worked on the project based on the three categories of workers.

This will require collection of certain income information.





## For More Information

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TxCDBG Policy Issuance 20-01

[REVISED Policy Issuance 20-01 Section 3 v1.pdf](#)  
[\(texasagriculture.gov\)](#)

24 CFR Part 75

[Electronic Code of Federal Regulations \(eCFR\)](#)

Anna Martin, Langford: (512) 452-0432  
[anna@LCMSinc.com](mailto:anna@LCMSinc.com)



## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 27.**

**Meeting Date:** 02/10/2025

**Item Title:**

**Submitted For:**

### **Discuss and/or take appropriate action concerning:**

**Judge Cude:** Discuss and/or take appropriate action to approve the updated membership of the Courthouse Security Committee. New members include County Attorney Molly Solis, County Sheriff Jake Guerra, County Court at Law Judge Bob Brendel, and Justice of the Peace Pct. 4 Rusty Prasifka. They will join current members District Judge Jennifer Dillingham, County Judge Weldon Cude, Courthouse Security Lieutenant Norma Jordan, and IT Director Justin Vasquez.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 28.**

**Meeting Date:** 02/10/2025

**Item Title:**

**Submitted For:**

**Discuss and/or take appropriate action concerning:**

**Judge Cude:** Discuss and/or take appropriate action to approve the proposed revisions to the "Personal Leave" policy regarding the equitable distribution of personal leave hours for employees working 8-hour, 12-hour, and 24-hour shifts, effective January 1, 2025.

**ATTACHMENTS**

Personal Leave

### **3.09 PERSONAL LEAVE**

A maximum of twenty-four (24) hours or **three (3) days**, will be allowed with pay for personal leave on a year-to-year basis (calendar year) only. Full-time employees shall be paid at the regular salary rate for time on leave when warranted by unforeseen circumstances not otherwise provided for in this policy. The Department Head will determine the qualification of the emergency on a case-by-case basis. The decision of the Department Head shall be final.

Additional time, if allowed by the Department Head, will be charged to vacation, compensatory time-off, or time-off without pay.

#### **Equitable Allocation for Shift Workers:**

To ensure fairness among employees working different shifts, the allocation of personal leave hours will be adjusted according to the employee's shift schedule. Employees working 8-hour shifts will receive 24 hours of personal leave annually, which equates to 3 working days. Employees working 12-hour shifts will receive 36 hours of personal leave annually, which equates to 3 working days. Employees working 24-hour shifts will receive 72 hours of personal leave annually, which equates to 3 working days.

#### **Accrual for New Employees:**

New employees will be given personal leave hours after 90 days of employment. After the initial 90-day period, employees will accrue personal leave on the 1st of January every year, moving forward.

## **AGENDA REQUEST (GENERAL)**

### **Agenda Item 29.**

**Meeting Date:** 02/10/2025

**Item Title:**

**Submitted For:** Weldon Cude, County Judge

### **Discuss and/or take appropriate action concerning:**

**Judge Cude:** Update and/or take appropriate action concerning Judge, Commissioners, and Other County Elected Officials' training course certifications, record any hours and certificates into Commissioners Court minutes and other documents not related to education need to be filed in the court records.

Commissioner Gillespie completed 24.00 hours of continued education at the 2025 V.G. Young Institute of County Government Seminar for Newly Elected County Judges and Commissioners in College Station on January 14-17, 2025.

Commissioner Pawelek completed 24.00 hours of education at the 2025 V.G. Young Institute of County Government Seminar for Newly Elected County Judges and Commissioners in College Station on January 14-17, 2025.

### **ATTACHMENTS**

Information  
Information



# CERTIFICATE

— OF COMPLETION —

THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT AWARDS THIS CERTIFICATE TO

**George Pawelek**

FOR SUCCESSFULLY COMPLETING 24.00 HOURS OF EDUCATIONAL TRAINING

**Seminar for Newly Elected County Judges and Commissioners**

College Station, TX

*Peter J. McGuill*

Peter J. McGuill, Ph.D., Director  
V.G. Young Institute of County Government

*Byron Ryder*

Hon. Byron Ryder, President  
County Judges and Commissioners Association of Texas

*Rick Avery*

Rick Avery, Ph.D., Director  
Texas A&M AgriLife Extension Service

January 14-17, 2025

# CERTIFICATE

— OF COMPLETION —

THE V.G. YOUNG INSTITUTE OF COUNTY GOVERNMENT AWARDS THIS CERTIFICATE TO

**Mark Gillespie**

FOR SUCCESSFULLY COMPLETING 24.00 HOURS OF EDUCATIONAL TRAINING

Seminar for Newly Elected County Judges and Commissioners

College Station, TX

*Peter J. McGuill*

Peter J. McGuill, Ph.D., Director  
V.G. Young Institute of County Government

*Byron Ryder*

Hon. Byron Ryder, President  
County Judges and Commissioners Association of Texas

*Rick Avery*

Rick Avery, Ph.D., Director  
Texas A&M AgriLife Extension Service

January 14-17, 2025