

ATASCOSA COUNTY  
COMMISSIONERS COURT  
REGULAR MEETING  
COMMISSIONERS COURTROOM, SUITE 203  
March 24, 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. Molly Solis: Presentation from the Poteet Strawberry Festival Association Court and Strawberry Growers' Association on the 2025 Poteet Strawberry Festival taking place April 10, 2025 to April 13, 2025.
5. Judge Cude: Discuss and/or take appropriate action to approve the recognition of Policy & Atascosa County's Employee of the Quarter for Quarter 1, and present Procedure them with a certificate and public acknowledgment. Committee:
6. Stephanie Brown: Discuss and/or take appropriate action concerning personnel: PDO:
  - New Employee: Sandra Woodall
  - Position: Legal Assistant
  - Pay Rate: \$20.83 hourly
  - Salary Budget Area: 012-488-402
  - Start Date: 03/24/25
  - Physical: pending
  - Drug Test: pending
  
  - Existing Employee: Travis Kiner

Position: Attorney  
Pay Rate: \$3,269.23 bi-weekly  
Salary Budget Area: 012-488-403  
Start Date: 03/24/2025  
Physical: n/a  
Drug Test: n/a

Existing Employee: Araceli Garcia  
Position: Attorney  
Pay Rate: \$3,269.23 bi-weekly  
Salary Budget Area: [012-488-403](#)  
Start Date: 03/24/2025  
Physical: n/a  
Drug Test: n/a

7. Courtney Grier: Discuss and/or take appropriate action concerning personnel:  
EMS:

New Employee: Ryan Laird  
Position: PRN EMT  
Pay Rate: \$15.00/hr  
Salary Budget Area: 041-400-518  
Start Date: 04/01/2025  
Physical: Pending  
Drug Test: Pending

New Employee: Judith Hernandez  
Position: PRN EMT  
Pay Rate: \$15/hr  
Salary Budget Area: 041-400-518  
Start Date: 04/01/2025  
Physical: Complete  
Drug Test: Complete

8. Tim Gutierrez: Discuss and/or take appropriate action concerning personnel:  
Detention  
Superintendent:

New Employee: Carlos Gomez Jr.  
Position: Juvenile Supervision Officer (Tier II)  
Pay Rate: \$22.03  
Salary Budget Area: 039-400-562  
Start Date: 4/10/2025  
Physical: Pending  
Drug Test: Pending

9. Sheriff Guerra: Discuss and/or take appropriate action concerning personnel:

Existing Employee: David Valles  
Position: Corrections Officer  
Pay Rate: Move to Tier 1: \$25.27 Hr, 86 Hrs  
Fluctuating, \$120.00 Mo. Uniform  
Salary Budget Area: 012-442-562

Start Date: 03/30/2025  
Physical: n/a  
Drug Test: n/a

10. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development:

Development:

A. Discuss and/or take appropriate action concerning approval/denial of the temporary water line permit for Straitline Rentals on County Road 335 in Precinct 3.

B. Discuss and/or take appropriate action concerning approval/denial of the temporary water line permit for Straitline Rentals on County Road 332 in Precinct 3.
11. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development:

Development:

Temporary Water Line Permit for Select Water Solutions on County Road 347 in Precinct 3.
12. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development:

Development:

Temporary Water Line permit for Pillar EFS on County Road 419 in Precinct 4.
13. Justin Vasquez: Discuss and/or take appropriate action concerning accepting a quote from San Antonio Sound & Light in the amount of \$8,734.00 for A/V equipment to allow for public access to magistrate hearings and authorize the County Judge to sign and execute.

I. T:
14. Theresa Carrasco: Discuss and/or take appropriate action on approval of Commissioners' Court Minutes for December 2024.
15. Molly Solis: Discuss and/or take appropriate action concerning personnel:

County Attorney:

New Employee: Pete Gamboa  
Position: County Attorney's Office Chief Investigator  
Pay Rate: \$65,400 plus SB22 funding; Exempt - Salary  
Salary Budget Area: 012-404-404  
Start Date: April 3, 2025  
Physical: Pending  
Drug Test: Pending
16. Tracy Barrera: Discuss and/or take appropriate action to move the following two (2) positions and staff from the County Treasurers' budget to the Human Resource Department's budget, effective date 03/17/2025, start of payroll period. This was discussed during the 2025 budget workshop process with the understanding that this will happen once the Human Resource department is established.

From:  
012-450-402, Payroll Clerk - Asst Treasurer, \$37,230.76, Nataly Lugo  
012-450-402, Chief Deputy - Treasurer, \$48,000.00, Anna Rodriguez  
012-450-491, Retirement, \$7,628.17  
012-450-492, Hospital Insurance, \$9,772.50  
012-450-493, Payroll Taxes, \$6,520.17  
To:

012-453-402, Payroll/HR Clerk, \$37,230.76, Nataly Lugo  
012-453-402, Senior Payroll Clerk, \$48,000.00, Anna Rodriguez  
012-453-491, Retirement, \$7,628.17  
012-453-492, Hospital Insurance, \$9,772.50  
012-453-493, Payroll Taxes, \$6,520.17

17. Tracy Barrera: Discuss and/or take appropriate action concerning the following **2025** budget line-item adjustments and / or budget amendments for the following:  
**DEPT: County Treasurer**  
**Moving funds from:**  
012-468-636, Contingency Fund, \$12,556.93  
**To:**  
012-450-402, Salary (Chief Deputy), \$10,769.23  
012-450-491, Retirement, \$963.85  
012-450-493, Payroll Taxes, \$823.85
18. Laura Pawelek: Discuss and/or take appropriate action concerning personnel:  
Treasurer:  
Existing Employee Shirley Sanchez  
Position: Chief Deputy  
Pay Rate: \$30.00 hourly  
Salary Budget Area: 012-450-402  
Start Date: March 24, 2025  
Physical: N/A  
Drug Test: N/A
19. Kayla Fournier: Discuss and/or take appropriate action concerning personnel:  
H.R.:  
Existing Employee: Anna Rodriguez  
Position: Senior Payroll Clerk  
Action Requested: 90-Day Probation Period  
Start date: 03/10/2025  
  
Existing Employee: Nataly Lugo  
Position: Payroll/HR Clerk  
Action Requested: 90-Day Probation Period  
Start Date: 03/10/2025
20. Tracy Barrera: Present the Atascosa County Juvenile Probation 2023-2024 Audit Report.  
Take action to accept the Atascosa County Juvenile Probation 2023-2024 Audit Report and enter into the minutes.  
Discuss and or take appropriate action concerning the local match for the Atascosa County Juvenile Probation.
21. Comm. Gillespie: Discuss and/or take appropriate action concerning personnel:  
New Employee: Marco Antonio Salinas  
Position: Road and Bridge Crew  
Pay Rate: \$22.31 hourly  
Salary Budget Area: 021-400-402  
Start Date: 3/24/2025

Physical: pending  
Drug Test: pending

22. Judge Cude: Discuss and/or take appropriate action to approve the amendment to the Tracy Barrera: Time & Attendance policy in the County Personnel Manual, designating Policy & Procedure the Human Resources position as exempt, effective March 10, 2025 Committee:

23. Judge Cude: Discuss and/or take appropriate action regarding submitting items for consideration on Commissioners Court agendas.

24. Judge Cude: Update and/or take appropriate action concerning Judges, 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 needing to be filed in the court records.

Commissioner Mark Bowen completed 18.00 continuing education hours at the 2025 67th Annual V. G Young School for County Commissioners in Bryan, TX on February 18-20, 2025.

Constable Rutherford of Pct. 4 completed Newly Elected Constable at the Sam Houston State University Criminal Justice Center on February 24-28,2025.

Constable Mark Medina and Constable Rutherford have been issued a permit Peace Officer License under Chapter 1701, Occupations Code.

25. **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.

1. Discuss pending litigation matters with the County Attorney.

26. **OPEN SESSION**

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

28. Judge Cude: Discuss, review and take action to accept and/or approve any Tracy Barrera: invoices and payroll.

29. Judge Cude: Discuss, review and take action on reports submitted. Tracy Barrera:

30. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioners Court is set for Monday, April 14, 2025.

31. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 9:00a.m., on Friday, March 21, 2025



Jessica Kidd, Court Coordinator

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 4.**

**Meeting Date:** 03/24/2025

**Item Title:**

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

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

**Molly Solis:** Presentation from the Poteet Strawberry Festival Association Court and Strawberry Growers' Association on the 2025 Poteet Strawberry Festival taking place April 10, 2025 to April 13, 2025.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 5.**

**Meeting Date:** 03/24/2025

**Item Title:**

**Submitted For:**

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

**Judge Cude:** Discuss and/or take appropriate action to approve the recognition of Atascosa  
**Policy & Procedure** County's Employee of the Quarter for Quarter 1, and present them with a  
**Committee:** certificate and public acknowledgment.



## PERSONNEL ACTION FORM

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

**Employment Type:**

New employee

**Requested Action**

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

New Employee:	Sandra Woodall
Position:	Legal Assistant
Pay Rate:	\$20.83 hourly
Salary Budget Area:	012-488-402
Start Date:	03/24/25
Physical:	pending
Drug Test:	pending



## PERSONNEL ACTION FORM

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

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

Existing Employee:	Travis Kiner
Position:	Attorney
Pay Rate:	\$3,269.23 bi-weekly
Salary Budget Area:	012-488-403
Start Date:	03/24/2025
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:	Araceli Garcia
Position:	Attorney
Pay Rate:	\$3,269.23 bi-weekly
Salary Budget Area:	<a href="#">012-488-403</a>
Start Date:	03/24/2025
Physical:	n/a
Drug Test:	n/a



## PERSONNEL ACTION FORM

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

**Employment Type:**

New employee

**Requested Action**

Courtney Grier:

EMS:

Discuss and/or take appropriate action concerning personnel:

New Employee:

Ryan Laird

Position:

PRN EMT

Pay Rate:

\$15.00/hr

Salary Budget Area:

041-400-518

Start Date:

04/01/2025

Physical:

Pending

Drug Test:

Pending



## PERSONNEL ACTION FORM

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

**Employment Type:**

New employee

**Requested Action**

New Employee:	Judith Hernandez
Position:	PRN EMT
Pay Rate:	\$15/hr
Salary Budget Area:	041-400-518
Start Date:	04/01/2025
Physical:	Complete
Drug Test:	Complete



## PERSONNEL ACTION FORM

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

**Employment Type:**

New employee

**Requested Action**

Tim Gutierrez:

Detention

Superintendent:

Discuss and/or take appropriate action concerning personnel:

New Employee

Carlos Gomez Jr.

Position:

Juvenile Supervision Officer (Tier II)

Pay Rate:

\$22.03

Salary Budget Area:

039-400-562

Start Date:

4/10/2025

Physical:

Pending

Drug Test:

Pending



## PERSONNEL ACTION FORM

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

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

**Requested Action**

**Sheriff Guerra:** Discuss and/or take appropriate action concerning personnel:

Existing Employee:	David Valles
Position:	Corrections Officer
Pay Rate:	Move to Tier 1: \$25.27 Hr, 86 Hrs Fluctuating, \$120.00 Mo. Uniform
Salary Budget Area:	012-442-562
Start Date:	03/30/2025
Physical:	n/a
Drug Test:	n/a

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 10.**

**Meeting Date:** 03/24/2025  
**Item Title:** Temporary Water Line - Strait Line - CR 335 & CR332  
**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: following permits:

- A. Discuss and/or take appropriate action concerning approval/denial of the temporary water line permit for Straitline Rentals on County Road 335 in Precinct 3.
  
- B. Discuss and/or take appropriate action concerning approval/denial of the temporary water line permit for Straitline Rentals on County Road 332 in Precinct 3.

**ATTACHMENTS**

Permit Count Road 335  
Permit County Road 332



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

COMES NOW Straitline Rentals LLC (company name) (hereinafter "Company"), a  
Texas \_\_\_\_\_ (state), partnership \_\_\_\_\_ (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 335 12 inch layflat line 3.68 miles (19,421 ft). Line will travel thru (2) County ROW  
culverts. Line will cross (13) driveways. Landowners will be contacted & ROW will be mowed if needed.

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

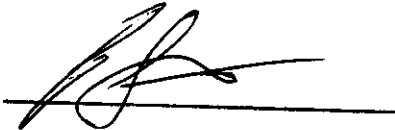
Company acknowledges that this permit is for 90 days only. In the event that construction has not commenced within 90 days from County's approval of this request, this permit shall automatically expire, and Company will be required to resubmit a request, along with a resubmittal fee of \$200. If the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

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

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about 02/24/2025 (mm/dd/yyyy) and complete such operations by 05/31/2025 (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: Straitline Rentals LLC  
Trey Strait  
Title: Operating Officer

Address: 17115 San Pedro Ave STE 320  
San Antonio, TX 78232

Date: 02/19/2025

I have reviewed the foregoing Request, and I:

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

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

\_\_\_\_\_  
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: Trey Strait

Office Telephone: (936)577-0888

Cell Phone: (936) 577-0888

Email Address: trey@straitlinerentals.com

Address: 17115 San Pedro Ave. Ste 320

City, State, Zip: San Antonio, TX 78232

## **INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT**

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

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

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

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

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

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

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

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

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

### **FEE SCHEDULE:**

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

**AMENDMENT OF PERMIT: \$250.00**

**EACH EXTENSION OF PERMIT: \$ 200.00**

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



STRAREN-02

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/5/2025

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

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

<b>PRODUCER</b> Alliant Insurance Services, Inc. 1421 Hanz Dr New Braunfels, TX 78130		<b>CONTACT NAME:</b> Hannah Dudney <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> Hannah.Dudney@alliant.com <b>FAX (A/C, No):</b> (830) 387-7022	
<b>INSURED</b> Straitline Rentals, LLC 13750 San Pedro Ave Suite 560 San Antonio, TX 78232		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Great Northern Insurance Company	<b>NAIC #</b> 20303
		<b>INSURER B:</b> Federal Insurance Company	<b>20281</b>
		<b>INSURER C:</b> Texas Mutual Insurance Company	<b>22945</b>
		<b>INSURER D:</b> AIG Specialty Insurance Co (Risk Specialists)	<b>26883R</b>
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

### COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			36086006	5/12/2024	5/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 TE POLL \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY Coll Dedt: \$1K <input checked="" type="checkbox"/> Comp Dedt: \$1K			73642101	5/12/2024	5/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			56721597	5/12/2024	5/12/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0002110651	5/12/2024	5/12/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Pollution Liability			64856267	5/12/2024	5/12/2025	E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$25,000 Deductible 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The General Liability policy includes blanket additional insured for both ongoing and completed operations as required by written contract. The Contractor's Pollution Liability and Business Auto policies include blanket additional insured as required by written contract. The General Liability, Contractor's Pollution Compensation policy includes blanket alternate employer as required by written contract. The General Liability, Business Auto, and Workers' Compensation policy includes blanket primary/non-contributory verbiage as required by written contract. The General Liability policy includes Time Element Pollution Liability with 30 days discovery and 90 days reporting provisions. The Contractor's Pollution Liability policy includes \$6,000,000 each loss and \$6,000,000 aggregate limits with a \$25,000 retention (occurrence form). The Umbrella is follow form of all coverages, except the Contractor's Pollution Liability. 30 day notice of SEE ATTACHED ACORD 101

### CERTIFICATE HOLDER

Atascosa County  
1 Courthouse Circle Drive  
Suite 105  
Jourdanton, TX 78026

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



# ADDITIONAL REMARKS SCHEDULE

AGENCY <b>Alliant Insurance Services, Inc.</b>		NAMED INSURED <b>Straitline Rentals, LLC</b> 13750 San Pedro Ave Suite 560 San Antonio, TX 78232	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		
<b>ADDITIONAL REMARKS</b>			

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**  
 cancellation applies as required by written contract.

**Other Named Insureds:**  
 - Straitline Energy Services Inc.

# Enter County ROW(CR 335)

8.821244,-98.649914

Culvert-28.8228196,-98.6485748

## Legend

Low Pro Crossing(28.8255197,-98.6429579)

Low Pro Crossing(28.8247568,-98.6469373)

Culvert(28.8228196,-98.6485748)

Read crossing

Exit TXDOT ROW(28.821244,-98.649914) Enter County ROW

Low Pro Crossing(28.8173965,-98.6477812)

Google Earth



1000 ft



# County ROW(CR 332)

Culvert-28.8374357,-98.6628880

Legend



Google Earth

1000 ft

# Exit County ROW

28.8334537, -98.6481902

# Legend

Disposal Source(28.8347545, -98.6463804)

ng(28.8332052, -98.6569855), Low Pro Crossing(28.8333726, -98.6552149)

Exit County ROW(28.8334537, -98.6481902)

o Crossing(28.8332237, -98.6543886), Low Pro Crossing(28.8334313, -98.6546198), Pro Crossing(28.8334090, -98.6513861)

Google Earth



1000 ft



# Alvarado KH Sasser Frac Route

Green: Landowner  
Red: TXDOT ROW (FM 140)  
(ellow-County ROW(CR 335 & CR 332)

## Legend





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

COMES NOW Straitline Rentals LLC (company name) (hereinafter "Company"), a Texas (state), partnership (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 332 Atascosa County 12 inch Layflat waterline temporary. Line will travel thru (1) county culvert and (9) landowner driveways. Landowners will be contacted and ROW will be mowed.

Line is a total of 14,837 ft (2.81 miles)

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 copies 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 03/13/2025 (mm/dd/yyyy) and complete such operations by 06/11/2025 (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

Straitline Rentals LLC  
By: John Strait III   
Title: Partner  
Address: 17115 San Pedro Ave. STE 320  
San Antonio, TX 78232

Date: 03/12/2025

I have reviewed the foregoing Request, and I:

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

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

\_\_\_\_\_  
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: John Strait III

Office Telephone: (936)577-0888

Cell Phone: (936)577-0888

Email Address: trey@straitlinerentals.com

Address: 17115 San Pedro Ave. STE 320

City, State, Zip: San Antonio, TX 78232

## **INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT**

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

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

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

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

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

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

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

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

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

### **FEE SCHEDULE:**

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

**AMENDMENT OF PERMIT: \$250.00**

**EACH EXTENSION OF PERMIT: \$ 200.00**

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



STRAREN-02

L MAGRAM

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
3/5/2025

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

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

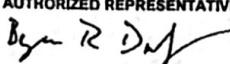
<b>PRODUCER</b> Alliant Insurance Services, Inc. 1421 Hanz Dr New Braunfels, TX 78130	<b>CONTACT NAME:</b> Hannah Dudney <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> (830) 387-7022 <b>E-MAIL ADDRESS:</b> Hannah.Dudney@alliant.com
	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Great Northern Insurance Company <b>INSURER B:</b> Federal Insurance Company <b>INSURER C:</b> Texas Mutual Insurance Company <b>INSURER D:</b> AIG Specialty Insurance Co (Risk Specialists) <b>INSURER E:</b> <b>INSURER F:</b>
<b>INSURED</b> Straitline Rentals, LLC 13750 San Pedro Ave Suite 560 San Antonio, TX 78232	<b>NAIC #</b> 20303 20281 22945 26883R

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD: WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		36086006	5/12/2024	5/12/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 TE POLL \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY Coll Ded: \$1K <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Comp Ded: \$1K		73642101	5/12/2024	5/12/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		56721597	5/12/2024	5/12/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RH) <input checked="" type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	0002110651	5/12/2024	5/12/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	<input checked="" type="checkbox"/> Pollution Liability		64856267	5/12/2024	5/12/2025	\$25,000 Deductible 6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
The General Liability policy includes blanket additional insured for both ongoing and completed operations as required by written contract. The Contractor's Pollution Liability and Business Auto policies include blanket additional insured as required by written contract. The General Liability, Contractor's Pollution Liability, Business Auto and Workers' Compensation policies include blanket waiver of subrogation as required by written contract. The Workers' Compensation policy includes blanket alternate employer as required by written contract. The General Liability, Business Auto, and Contractor's Pollution include blanket primary/non-contributory verbiage as required by written contract. The General Liability policy includes Time Element Pollution Liability with 30 days discovery and 90 days reporting provisions. The Contractor's Pollution Liability policy includes \$6,000,000 each loss and \$6,000,000 aggregate limits with a \$25,000 retention (occurrence form). The Umbrella is follow form of all coverages, except the Contractor's Pollution Liability. 30 day notice of SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b>  Atascosa County 1 Courthouse Circle Drive Suite 105 Jourdanon, TX 78026	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
---	--



AGENCY CUSTOMER ID: STRAREN-02

LMAGRAM

LOC #: 1

## ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

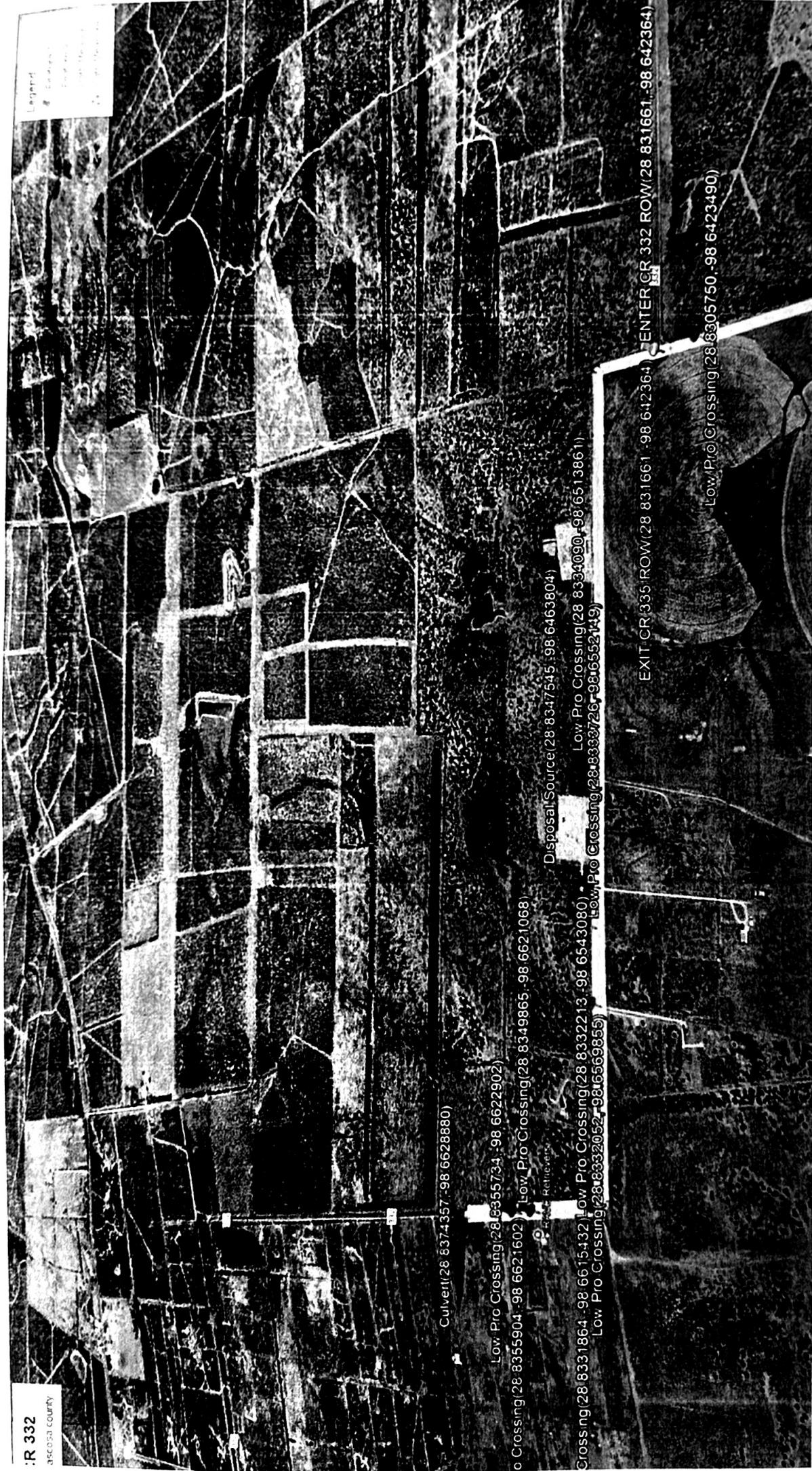
AGENCY Alliant Insurance Services, Inc.		NAMED INSURED Straitline Rentals, LLC 13750 San Pedro Ave Suite 560 San Antonio, TX 78232	
POLICY NUMBER SEE PAGE 1		EFFECTIVE DATE: SEE PAGE 1	
CARRIER SEE PAGE 1	NAIC CODE SEE P 1		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
cancellation applies as required by written contract.

Other Named Insureds:  
- Straitline Energy Services Inc.



Culvert(28 8374357 -98 6628880)

Low Pro Crossing(28 83355734 -98 6622902)

o Crossing(28 8355904 -98 6621602) Low Pro Crossing(28 8349865 -98 6621068)

Disposal Source

Disposal Source(28 8347545 -98 6463804)

Crossing(28 8331864 -98 6615432) Low Pro Crossing(28 8332213 -98 6543080)

Low Pro Crossing(28 8332052 -98 6569855)

Low Pro Crossing(28 834090 -98 6513851)

Low Pro Crossing(28 8333726 -98 6552149)

EXIT CR 335 ROW(28 831661 -98 642364) CENTER CR 332 ROW(28 831661 -98 642364)

Low Pro Crossing(28 8305750 -98 6423490)

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 11.**

**Meeting Date:** 03/24/2025  
**Item Title:** Temporary Water Line - Select Water County Road 347  
**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 Select Water Solutions on County Road 347 in  
**Development:** Precinct 3.

**ATTACHMENTS**

Permit - Select County Road 347  
Select Water CR347 Exhibit



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

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

LOCATION (County Roads and Right of Way shall be listed below):  
CR 347 (1) 12" Lay Flat Line for 5,094 feet. Please, see attached Exhibit A for full description.  
\_\_\_\_\_  
\_\_\_\_\_

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about 03/20/2025 (mm/dd/yyyy) and complete such operations by 05/20/2025 (mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

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

REQUESTOR

SELECT WATER SOLUTIONS, LLC

By: Mandy Cooley



Title: STX Permit Coordinator

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

Date: March 13, 2025

I have reviewed the foregoing Request, and I:

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

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

\_\_\_\_\_  
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: Mandy Cooley

Office Telephone: 817-964-5311

Cell Phone: 817-964-5311

Email Address: MCooley@selectwater.com

Address: 1000 Central Parkway North, Suite 270

San Antonio, TX 78232

City, State, Zip: \_\_\_\_\_

## **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**

# EXHIBIT "A"

Layout Specifics: (1) 12" Lay Flat Line will Enter CR ROW at (28.729732°/-98.723319°). The Line will be on the East side of CR 347 and travel North for **3,862 feet**. The Line will pass through 1 of 2 24-inch Culverts for **24 feet** at (28.739889°/-98.726906°). The Line will be on the West side of CR 347 and travel North for **1,208 feet**. The Line will Exit CR ROW at (28.743090°/-98.727890°). The Line will Exit onto private property.

In Total the line will be in the County ROW for **5,094 feet**. Proper signage will be used, and flaggers will be placed to help maintain traffic control during the installation and removal of the line. The operator certifies that the use of the line is for freshwater operations and shall not be used for the transport of produced water. The water being moved through this line is fresh water. At no time will there be any pumps located in the County ROW. The line will be placed within three feet (3') of the County ROW line and held in place via stakes with protective covers. County ROW shall be mowed and maintained during installation and operation of the line and culverts will be cleaned to allow access and kept clear during occupancy. Any base material the waterline company places in the ROW to help with the driveway crossings **MUST** be immediately removed from the County ROW when the line is picked up. If a driveway has seal coat surface treatment (rock aggregate with oil mixture placed on it) or hot mix asphalt, the same kind of material must be used on that driveway to help with the waterline crossing. If the driveways have had those kinds of improvements made to them, then caliche/flex base cannot be used. If any damage is done to the driveways because of the temp waterline crossings, the temporary waterline company is responsible for contacting the driveway owner and repairing it back to original condition." NOTE: In the interest of safety of the travelling public and your work crews, it is now mandatory that bright orange, free-standing, "Work Crew Ahead" signs be placed at each end of the active work site. Additional signs will be required at any roadways that intersect the County/State roadway in the active work site. These signs shall remain in place only while work crews are present and shall be picked up when the work crews leave.

**Mandy Cooley**

**South Texas Permit Coordinator**

Cell: 817-964-5311

[MCooley@selectwater.com](mailto:MCooley@selectwater.com)

[www.selectwater.com](http://www.selectwater.com)

1000 Central Parkway North, Suite 270

San Antonio, TX 78232



**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 12.**

**Meeting Date:** 03/24/2025  
**Item Title:** Temporary Water Line - Pillar EFS County Road 419  
**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 Pillar EFS on County Road 419 in Precinct 4.  
**Development:**

**ATTACHMENTS**

Pillar EFS CR419 Temporary Water Line



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

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

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

Approx. 7700 ft. from FM 541 on CR 419.  
(plat attached)

12" lay flat water line with drive overs where needed

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 copies 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.

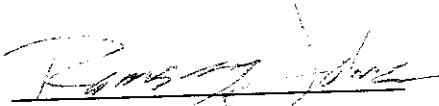
Company acknowledges that this permit is for 90 days only. In the event that construction has not commenced within 90 days from County's approval of this request, this permit shall automatically expire, and Company will be required to resubmit a request, along with a resubmittal fee of \$200. If the 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 3/13/25 (mm/dd/yyyy) and complete such operations by 5/1/25 (mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

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

REQUESTOR



By: Ramsey Johnson

Title: Landman

Address: 712 Main St.,ourdarton, Texas 78026

Date: 3/13/25

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: Ramsey Johnson

Office Telephone: \_\_\_\_\_

Cell Phone: 832-721-4882

Email Address: ramseyjohnson@yahoo.com

Address: 712 Main St. Sourderton TX 78026

City, State, Zip: Sourderton, TX 78026

Legend

Temporary water line



3 mi

Leal Cemetery

Texas Wild

The Real McCoy Ranches

McCoy

solutions

Google Earth

⑆114904775⑆ 1166⑆100056324⑆



(800) 569-8300 • 1194 W. OAKLAWN RD.  
PLEASANTON, TX 78064

*For*  
*Temp water line - Miami Vice*  
*Tommy Joe*

Photo  
Deposit  
Order on Hand

Dollars

Pay to the Order of *Hiliscosa County*  
*One thousand dollars & 00/100*

\$ *1,000.00*

Date

*3/13/25*

FRUDARHOR+

88-477/1149

1166

PRESIDIO GENERAL CONTRACTORS LLC  
206 BRYAN DR  
JOURDANTON, TX 78026-3005

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 13.**

**Meeting Date:** 03/24/2025

**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 San Antonio Sound & Light in the amount of \$8,734.00 for A/V equipment to allow for public access to magistrate hearings and authorize the County Judge to sign and execute.  
**I. T:**

**ATTACHMENTS**

Quote

**QUOTE # 25036**

**DATE:** February 25, 2025

**EXPIRATION DATE** March 25, 2025

**BILL** Justin Vasquez  
**TO** Atascosa County Jail  
1108 Campbell Ave  
Jourdanton, TX 78026  
[jvasquez@co.atascosa.tx.us](mailto:jvasquez@co.atascosa.tx.us)  
830-580-2595

**SHIP** SASL to  
**TO** Deliver/Install

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
Brooks Quillian	Magistrate Video	50% down upon approval 50% due upon completion	Net 30

**Scope of Work:**

**OVERVIEW**

- Design and install a video system that captures the Judge and Inmate during Magistrate sessions with video and audio that will be sent to a display mounted in the Lobby area.
- When the Magistrate is not in session, the Lobby display will be utilized for digital signage.

**SYSTEM**

- Install a Samsung 65" UHD display in the lobby on the wall to the left of the entryway.
- Install a Panasonic AW-UE4WG 4K ePTZ, HDMI, USB, POE 111-degree camera on the ceiling in the Magistrate office at a suitable location that will capture all parties involved in the Magistrate session.
  - The camera will receive power and LAN via POE, and HDMI over fiber cable to the IDF.
  - The camera has a built-in stereo microphone to capture session audio.
- Install a NUC PC with Windows 11 in the IDF which will serve as a digital signage source for the lobby display.
- Install an Inogeni CAM230 USB/HDMI switcher in the IDF and connect the NUC and the Panasonic camera.
- Install an Inogeni remote interface located in the Magistrate office which will allow the selection of the live camera view or the NUC that is being displayed in the Lobby with the simple push of a button.
- Install a 5-Port Netgear unmanaged POE switch in the IDF to connect all devices and then to the facility LAN.

**OTHER**

- SASL will fully program all aspects of the system and provide training to the end user(s) to ensure proper operation of the equipment and successful execution of court sessions.
- IT personnel will be required for some aspects of the network configuration.
- Quote includes all equipment, tech materials, logistics, installation, and programming.

Equipment	\$5,604.00
Installation Services	\$3,130.00
<b>Total</b>	<b>\$8,734.00</b>

Signature of Approval

It All Starts With Design.

**Bill of Materials:**

Qty	Make	Model	Description
			<b>VIDEO</b>
<b>DISPLAY</b>			<b>\$993.00</b>
1	Samsung	BE65D-H	65In BED Series Commercial TV Crystal UHD Display, 300nit, 16/7
1	Chief	LSM1U	Large height adjustable fixed wall mount - Black
1	SnapOne	WB-200-2	WattBox® Power Conditioner   2 Outlets
<b>CONTENT / CAMERA</b>			<b>\$1,994.00</b>
1	Panasonic	AW-UE4WG	4K PTZ, HDMI, USB, POE 111 Deg Streaming PTZ - White
1	SASL	NUC	NUC14MKN15, Celeron N150, 16GB DDR5 Mem, 256GB PCIe Gen 4 2280 M.2 SSD, Windows 11 Pro
<b>DISTRIBUTION / SWITCHING</b>			<b>\$2,156.00</b>
1	Inogeni	CAM230	CAM230 USB and HDMI Multi-Camera Switcher
1	Inogeni	REMOTECAM	CAM230/CAM300 Remote Control Keypad
1	Inogeni	HD2USB3	HDMI to USB3 Capture Card
1	Liberty	DL-HD50C	Digitalinx Series HDMI 1.4 Extender Set Over POC w/ Loop Output, IR & CEC
1	Netgear	GS305P-300NAS	5PT GE UNMANAGED SWCH W/POE+
1	Kramer	CP-AOCH/60F-164	4K Active Optical UHD Pluggable HDMI Cable Plenum rated

**Terms and Conditions**

1. **Payment Schedule:** SASL intends to invoice per phase and project progress.
  - a. Down Payment to Order Materials – 50%
  - b. Remaining balance due upon completion – 50%
2. **Payment** is due within 30 days of the invoice date, unless otherwise noted. A delayed payment may result in project delays.
3. **Installation Labor and Materials:**
  - a. SASL Tech Materials will be provided, as required, to complete all audio and video connections, properly secure equipment, and wire management parts to provide a tidy cabling plant.
  - b. All work shall be installed as indicated and specified, and in accordance with acknowledged industry professional standards and practices, and manufacturer’s recommendations.
  - c. San Antonio Sound & Light shall provide all tools and equipment needed to install the systems.
4. **Non-Equipment Deliverables**
  - a. System Technical Drawings: One-Line Schematic, Rack Elevation, Mechanical Plate Details, AV Floor Plan, AV Reflected Ceiling Plan, Control Narrative and GUI Layouts (Per the Proposal scope of work)
  - b. System Equipment Tables with connection details, IP Address and Physical MAC address of all devices (As Required)
  - c. Control System Source Code: All uncompiled source code and programming software be made available to the customer. (As Required)
5. **Warranty and Insurance:**
  - a. San Antonio Sound & Light offers a one-year warranty on workmanship in all installed systems. After 1 year, much of the equipment may still be under the manufacturer’s warranty. In the event of equipment failure, SASL will assist in diagnosing the problem and getting any equipment sent for repair, but a service fee will be charged.
  - b. SASL carries worker’s compensation, auto and general liability insurance. Certificates are available on request.
  - c. Owner Furnished Equipment is not covered under SASL’s warranty.
6. **COVID Related price changes, delays, and increased shipping cost:** SASL is experiencing price increases and equipment delays from most manufactures. Global supply chain shortages often cause delays on equipment deliveries. SASL will always do our best to mitigate any potential price changes and will advise clients of any known delays as soon as possible. The shipping price in the proposal is an estimate. Final shipping charges will be applied to the invoice. Pricing on this quote will be honored up to the quote’s stated expiration date.

It All Starts With Design.



**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 14.**

**Meeting Date:** 03/24/2025  
**Item Title:** December Minutes  
**Submitted For:** Theresa Carrasco, County Clerk

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

Theresa Carrasco: Discuss and/or take appropriate action on approval of Commissioners' Court Minutes for December 2024.

**Recommendation/Action Requested and Justification**

Request approval of te Commissioners' Court Minutes for December 2024.



## PERSONNEL ACTION FORM

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

**Employment Type:**

New employee

**Requested Action**

Molly Solis:

County Attorney:

Discuss and/or take appropriate action concerning personnel:

New Employee:

Pete Gamboa

Position:

County Attorney's Office Chief Investigator

Pay Rate:

\$65,400 plus SB22 funding; Exempt - Salary

Salary Budget Area:

012-404-404

Start Date:

April 3, 2025

Physical:

Pending

Drug Test:

Pending

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 16.**

**Meeting Date:** 03/24/2025  
**Item Title:** Budget Transfer  
**Submitted For:** Tracy Barrera, County Auditor

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

**Tracy Barrera:** Discuss and/or take appropriate action to move the following two (2) positions and staff from the County Treasurers' budget to the Human Resource Department's budget, effective date 03/17/2025, start of payroll period. This was discussed during the 2025 budget workshop process with the understanding that this will happen once the Human Resource department is established.

**From:**

012-450-402, Payroll Clerk - Asst Treasurer, \$37,230.76, Nataly Lugo  
012-450-402, Chief Deputy - Treasurer, \$48,000.00, Anna Rodriguez  
012-450-491, Retirement, \$7,628.17  
012-450-492, Hospital Insurance, \$9,772.50  
012-450-493, Payroll Taxes, \$6,520.17

**To:**

012-453-402, Payroll/HR Clerk, \$37,230.76, Nataly Lugo  
012-453-402, Senior Payroll Clerk, \$48,000.00, Anna Rodriguez  
012-453-491, Retirement, \$7,628.17  
012-453-492, Hospital Insurance, \$9,772.50  
012-453-493, Payroll Taxes, \$6,520.17

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 17.**

**Meeting Date:** 03/24/2025  
**Item Title:** Budget Adjustment  
**Submitted For:** Tracy Barrera, County Auditor

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

Tracy Barrera: Discuss and/or take appropriate action concerning the following **2025** budget line-item adjustments and / or budget amendments for the following:

**DEPT: County Treasurer**

**Moving funds from:**

012-468-636, Contingency Fund, \$12,556.93

**To:**

012-450-402, Salary (Chief Deputy), \$10,769.23

012-450-491, Retirement, \$963.85

012-450-493, Payroll Taxes, \$823.85



## 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**

Laura Pawelek: Discuss and/or take appropriate action concerning personnel:  
Treasurer:

Existing Employee	Shirley Sanchez
Position:	Chief Deputy
Pay Rate:	\$30.00 hourly
Salary Budget Area:	012-450-402
Start Date:	March 24, 2025
Physical:	N/A
Drug Test:	N/A

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 19.**

**Meeting Date:** 03/24/2025  
**Item Title:** HR Director  
**Submitted For:** Kayla Fournier, HR

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

**Kayla Fournier:** Discuss and/or take appropriate action concerning personnel:  
**H.R.:**

Existing Employee: Anna Rodriguez  
Position: Senior Payroll Clerk  
Action Requested: 90-Day Probation Period  
Start date: 03/10/2025

Existing Employee: Nataly Lugo  
Position: Payroll/HR Clerk  
Action Requested: 90-Day Probation Period  
Start Date: 03/10/2025

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 20.**

**Meeting Date:** 03/24/2025  
**Item Title:** Atascosa County Juvenile Probation 2023-2024 Audit  
**Submitted For:** Tracy Barrera, County Auditor

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

**Tracy Barrera:** Present the Atascosa County Juvenile Probation 2023-2024 Audit Report.  
Take action to accept the Atascosa County Juvenile Probation 2023-2024 Audit Report and enter into the minutes.  
Discuss and or take appropriate action concerning the local match for the Atascosa County Juvenile Probation.



## PERSONNEL ACTION FORM

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

**Employment Type:**

New employee

**Requested Action**

Comm. Gillespie: Discuss and/or take appropriate action concerning personnel:  
New Employee: Marco Antonio Salinas  
Position: Road and Bridge Crew  
Pay Rate: \$22.31 hourly  
Salary Budget Area: 021-400-402  
Start Date: 3/24/2025  
Physical: pending  
Drug Test: pending

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 22.**

**Meeting Date:** 03/24/2025

**Item Title:**

**Submitted For:**

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

**Judge Cude:** Discuss and/or take appropriate action to approve the amendment to the Time &

**Tracy Barrera:** Attendance policy in the County Personnel Manual, designating the Human

**Policy & Procedure Resources position as exempt, effective March 10, 2025**

**Committee:**

**ATTACHMENTS**

Time & Attendance Update

## **4.0 TIME AND ATTENDANCE/PAYROLL**

### **4.01 TIME AND ATTENDANCE**

**Policy:** Federal and state laws require Atascosa County to keep an accurate record of time worked. To ensure adequate staffing, positive employee morale, and to meet expected standards throughout Atascosa County, timely and regular attendance is an expectation of performance for all Atascosa County employees. Employees will be held accountable for adhering to their workplace schedule and documenting their time in the Time and Attendance System, TimeClock Plus. Accurately recording time worked is the responsibility of every employee, exempt or nonexempt. Altering, falsifying, tampering with time records, or clocking in/out for another employee is grounds for disciplinary action, up to and including termination of employment and legal action.

#### **Procedure:**

##### **1. Time Clocks – Time and Attendance:**

- Employees, exempt or nonexempt, are required to clock in at the start of their day/shift, clock out and back in for their lunch break, and clock out at the end of their day/shift.
- Atascosa County Elected Officials, Appointed Officials, Assistant County Attorneys, Assistant District Attorneys, Public Defender's Office Attorneys, EMS Director, **Human Resources Director**, Animal Control Shelter Director, Emergency Management Coordinator, Fire Marshal, Deputy Fire Marshal - Environmental Crimes Officer, Elections Administrator, IT Manager, Chief Juvenile Probation Officer, Juvenile Detention Center Director and District Court- Court Reporters are not required to use the Time Clock.
- Any employee with three (3) or more missed punches may be required to come before Commissioners Court, along with their supervisor, elected official, or department head, to explain the excessive missed punches.
- Any supervisor routinely editing, changing, or adding time for employees may be required to come before Commissioners Court to explain.

##### **2. Time Clocks and Failure to Clock In/Out:**

Employees are required to follow guidelines for recording their actual hours worked. A missed clock in/out is a violation of this policy and includes:

- Failure to clock in/out on their designated time clock at the beginning and/or end of their assigned shift;
- Failure to clock in/out on their designated time clock for the meal break;
- Failure to accurately and timely report time worked;
- Clocking in/out early (or late) of assigned shift without prior approval;
- Clocking in or out for any other employee or asking another employee to clock in or out for you is a violation of this policy and will result in disciplinary action, up to and including termination of employment and legal action.

##### **3. Time Clocks Records:**

- Time records online are official county documents and, as such, require accurate and truthful information. Falsifying a time record, which is considered a county record, is grounds for disciplinary action up to and including termination and is a criminal offense.
- It is the employees' responsibility to approve their time records to certify the accuracy of all

time recorded. Once the employee has approved their time, the elected official, appointed official, or department head will review and then approve the time record before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record, both the employee and the department head must verify and approve the accuracy.

#### **4.02 PAY**

Pay for County Elected and Appointed Officials and employees who are paid from county funds are set each year by the Commissioners' Court. Rules governing salary administration and pay increases are also established by the Commissioners' Court.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 23.**

**Meeting Date:** 03/24/2025

**Item Title:**

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

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

**Judge Cude:** Discuss and/or take appropriate action regarding submitting items for consideration on Commissioners Court agendas.

**AGENDA REQUEST  
(GENERAL)**

**Agenda Item 24.**

**Meeting Date:** 03/24/2025  
**Item Title:**  
**Submitted For:** Weldon Cude, County Judge

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

**Judge Cude:** Update and/or take appropriate action concerning Judges, 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 needing to be filed in the court records.

Commissioner Mark Bowen completed 18.00 continuing education hours at the 2025 67th Annual V. G Young School for County Commissioners in Bryan, TX on February 18-20, 2025.

Constable Rutherford of Pct. 4 completed Newly Elected Constable at the Sam Houston State University Criminal Justice Center on February 24-28,2025.

Constable Mark Medina and Constable Rutherford have been issued a permit Peace Officer License under Chapter 1701, Occupations Code.

**ATTACHMENTS**

Information  
Information

## John Rutherford

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**From:** Texas Justice Court Training Center <noreply@enroll.tjctc.txstate.edu>  
**Sent:** Friday, February 7, 2025 8:47 AM  
**To:** John Rutherford  
**Subject:** Civil Process - Austin Registration Confirmation

# TEXAS JUSTICE COURT

★

## TRAINING CENTER

This communication serves as verification that you have been successfully registered into the Civil Process - Austin

**John Rutherford**  
744 Highway 281 South  
Pleasanton, TX 78064  
USA  
1 (830) 5700350

John Rutherford is registered in:

### Civil Process - Austin

**Location:** Austin Doubletree  
**Conference Dates:** 04 Mar 2025 - 07 Mar 2025  
**Registration Date:** 07 Feb 2025

### Conference Notes

We are pleased to confirm your attendance at the 20-Hour Civil Process Conference, taking place from March 4 – 7, 2025, at the Austin Doubletree, located at 6505 North Interstate 35, Austin, TX 78752.

### Event Details:

- **Arrival Information:**  
If you selected a hotel room, your arrival date is March 4, 2025. If you did not select a room, please plan to arrive on March 5, 2025.
- **Registration and Schedule:**  
Registration will occur from 7:00 to 8:00 a.m. on Wednesday, March 5, 2025. The conference will commence at 8:00 a.m. on March 5 and conclude at 12:00 p.m. on March 7, 2025. Breakfast and lunch will be provided on March 5 and 6, with breakfast available on March 7. Please note that meals are exclusively for grant-funded conference participants. You will be responsible for dinner each evening.
- **Transportation and Parking:**  
Participants are responsible for their transportation to and from the hotel. For driving directions, please visit the Austin Doubletree website. TJCTC will cover self-parking fees; however, valet parking is not included.

### Hotel Reservations:

The Faculty and Staff of the

**BILL BLACKWOOD LAW ENFORCEMENT  
MANAGEMENT INSTITUTE OF TEXAS**

do hereby certify that

**John A Rutherford**

under the auspices of the

**SAM HOUSTON STATE UNIVERSITY  
CRIMINAL JUSTICE CENTER**



has successfully completed the forty hour course in

**NEWLY ELECTED CONSTABLES**

TCOLE # 3742

February 24 - 28, 2025

Executive Director, Bill Blackwood Law Enforcement Management Institute

President, Sam Houston State University

**TEXAS COMMISSION ON LAW ENFORCEMENT**

6330 E HIGHWAY 290 STE 200, AUSTIN, TX 78723


(512) 936-7700

PRINTOUT GENERATED ON: **03/03/2025**


Based upon completion of the minimum licensing standards, **JOHN A. RUTHERFORD** is hereby issued the following:

TYPE	TCOLE PID	ISSUE DATE
<b>Peace Officer License</b> <b>JOHN A. RUTHERFORD</b>	<b>375905</b>	<b>12/30/2009</b>



 **TEXAS COMMISSION ON LAW ENFORCEMENT**  
Issues

**JOHN A. RUTHERFORD**  
TCOLE ID: 375905  
PEACE OFFICER LICENSE



ISSUED DATE: 12/30/2009

Issue Authority Chap. 1701, Texas Occupations Code.



OFFICE OF THE ATASCOSA COUNTY JUDGE WELDON P. CUDE

January 9, 2025

Jim Clifton  
Texas Commission on Law Enforcement (TCOLE)  
P.O. Box 4087  
Austin, TX 78773

Dear Mr. Clifton,

I am writing to officially notify you that Mark Medina was sworn into office as Constable for Precinct 1 of Atascosa County on January 1, 2025.

Please find the information below as requested:

Name: Mark Medina  
PID: 545070  
Agency Phone: (830) 569-2801  
Agency Email: constable1@co.atascosa.tx.us  
Agency Address: 2136 Second St. Pleasanton, TX 78064

Should you require any additional information or documentation, please do not hesitate to contact my office. Thank you for your attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Weldon P. Cude", written over a horizontal line.

Weldon P. Cude  
County Judge  
Atascosa County, Texas