

ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS COURTROOM, SUITE 203
April 28, 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. Judge Cude: Discuss and/or take appropriate action to approve the Proclamation Safer Path Family Reading designating April 2025 as Sexual Assault Awareness Month
Violence Shelter:
5. Cathy Setier: Discuss and/or take appropriate action concerning personnel:
Elections:
 - Existing Employee: Kasey Bowers
 - Position: Deputy Elections Administrator
 - Pay Rate: \$22.35 hourly
 - Salary Budget Area: 012-435-402
 - Start Date: 04/28/2025
 - Physical: N/A
 - Drug Test:
6. Ronald Sanchez: Discuss and/or take appropriate action to approve the extension of the
Fire Marshal: burn ban effective on January 27, 2025, for a period of an additional 90 days (until July 27, 2025) and allow the Fire Marshal to end the burn ban without returning to the Commissioner's Court for approval when the Fire Marshal determines that the circumstances present in the unincorporated areas of the County no longer create a public safety hazard that would be exacerbated by outdoor burning.

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

New Employee:	Alexis Hernandez
Position:	Patrol Deputy
Pay Rate:	Move to Tier 1: \$28.62 Hourly; 86 Hrs Fluctuating; \$120.00 Mo Uniform; SB22 Eligible; Continue 1-Year Agency Probation
Salary Budget Area:	012-440-410
Start Date:	05/11/2025
Physical:	n/a
Drug Test:	n/a

8. Sheriff Guerra: Discuss and/or take appropriate action to approve payment of \$369.00 to land/property owner Greg Brown for property damage during a law enforcement pursuit, under Section 683.015(f) of the Texas Transportation Code line item 012-440-750. See attached.

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

Development:	Discuss and/or take appropriate action concerning approval/denial for the following permits: A. Discuss and/or take appropriate action concerning approval/denial for the Right-of-Way Permit for Spectrum/Charter on Old Pleasanton Rd from Oak Krest Blvd to Bruce Rd in Precinct 1, B. Discuss and/or take appropriate action concerning approval/denial for the Right-of-Way Permit for Spectrum/Charter on Bruce Rd from the corner of Old Pleasanton Rd in Precinct 1.
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10. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development:

Development:	Discuss and/or take appropriate action concerning approval/denial of the Final Plat for the Camarillo Addition subdivision on Broom Rd in Precinct 1.
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11. Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the Rural Development:

Development:	Discuss and/or take appropriate action concerning the approval/denial of the release of the bond for Clearwater Dr. located in the Poteet Family Dollar/Dollar Tree Subdivision in Precinct 1.
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12. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development:

Development:	Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for Liberation Ranches on W State Highway 97 and County Road 321 in Precinct 3.
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13. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development:

Development:	Discuss and/or take appropriate action concerning approval/denial of the Certificate of Exception for Robert & Tammy Ducote on County Road 422 in Precinct 3.
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14. Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Rural Development:

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

Development:	Discuss and/or take appropriate action concerning approval/denial of the Commercial Driveway Permit for Marathon Oil Corporation on County Road 407 in Precinct 4.
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16. Kayla Fournier: Discuss and/or take appropriate action to adopt the use of Essential
HR: Screens Background Check Services.

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

New Employee:	David Pawelek
Position:	Pct. 1 Road Crew, Blade Operator
Pay Rate:	\$24.23 Hourly
Salary Budget Area:	021-400-402
Start Date:	04/28/2025
Physical:	complete
Drug Test:	complete

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

New Employee:	Frank Alaquinez Jr.
Position:	Road & Bridge Pct. 2. Worker
Pay Rate:	\$22.59 hourly
Salary Budget Area:	022-400-402
Start Date:	05/05/2025
Physical:	pending
Drug Test:	pending

19. Tracy Barrera: Discuss and/or take appropriate action to approve an agreement with
Auditor: Cintas for 5 new First-Aid Kits, 5 Bloodborne Pathogens Infection and Bodily Fluids Control Kit (BBP Kit), 6 small Trauma Bags, and 7 Automated External Defibrillators (AED). The initial set up for the First-Aid Kits, BBP Kits, and Trauma Bags will be \$3,104.71, and monthly re-stock costs as items are needed. The AEDs will be a monthly charge of \$117.00 each, a monthly total of \$819.00. This agreement has been submitted to the County Attorney, Molly Solis, for approval. Items will be located at the following locations:
Animal Shelter/Control - 1 First-Aid Kit, 1 BBP Kit, 3 Small Trauma Bags, 1 AED
Courthouse - 1 First-Aid Kit, 1 BBP Kit, 1 Small Trauma Bag, 2 AEDs
Justice Center - 1 First-Aid Kit, 1 BBP Kit, 1 Small Trauma Bag, 2 AEDs
Leming Buildings - 2 First-Aide Kits, 2 BBP Kits, 1 Small Trauma Bag, 2 AEDs

20. Tracy Barrera: Discuss and/or take appropriate action to accept and certify the grant
Auditor: funds received by Atascosa County Sheriff, a total of \$4,712.40 from The NRA Foundation, Inc. to purchase supplies for law enforcement equipment and amend the Atascosa County 2025 Budget to increase by \$4,712.40 the revenue account Miscellaneous Receipts 012-300-392 to receipt the funds and increase the Atascosa County Sheriffs 2025 Budget line expense, Law Enforcement Equipment, account 012-440-698 by the same amount.

21. Tracy Barrera: Discuss and/or take appropriate action to accept and certify the general
Auditor: grant/donation received by the Atascosa County Fire Marshal, in the amount of \$2,600.00 from ConocoPhillips Company to provide an appreciation luncheon for individuals involved in suppressing the Duke

- Road fire and amend the Atascosa County 2025 Budget to increase the revenue account, Donations 012-300-346 by \$2,600.00 to receive the funds and increase the Atascosa County 2025 Budget line expense, Miscellaneous, 012-468-625 account by the same amount.
22. Tracy Barrera: Auditor: Discuss and/or take appropriate action to accept and approve the attached Texas Association of Counties (TAC) Billing and Payment Policies. There is a late fee assessed of \$5.00 per employee, per month if the payment is 60 days late. If approved, allow Judge Weldon P Cude to sign the acknowledgment form.
 23. Judge Cude: Curtis Vickers: Discuss and/or take appropriate action to approve Running M Land Services, LLC to install a Aerobic Septic System at Pct. 2. The cost will be \$9,400.00. This will be paid out of the budget line item 012-460-633. Permit number 0125-0025 has been issued by Atascosa County.
 24. Judge Cude: Tabitha Garza: Discuss and/or take appropriate action to adopt the resolution regarding Civil Rights policies for the GLO Community Development Block Grant Mitigation (CDBG-MIT) Method of Distribution (MOD) Program, Contract # 24-065-123-E965.
 25. Judge Cude: Tabitha Garza: Discuss and/or take appropriate action to approve the resolution designating authorized signatories for contractual and financial documents pertaining to the GLO Community Development Block Grant-Mitigation (CDBG-MIT) Method of Distribution (MOD) Program, Contract # 24-065-123-E965.
 26. Judge Cude: Tabitha Garza: Discuss and/or take appropriate action declaring April as Atascosa County's Fair Housing Month.
 27. Judge Cude: Tabitha Garza: Discuss and/or take appropriate action to approve Amendment #1 for the Grant Administration Services contract for the Community Development Block Grant - Mitigation (CDBG-MIT) Method of Distribution (MOD) Program Contract Number # 24-065-123-E965.
 28. Judge Cude: Tabitha Garza: Discuss and/or take appropriate action to approve Amendment #1 for the Engineering Services contract for the Community Development Block Grant - Mitigation (CDBG-MIT) Method of Distribution (MOD) Program Contract Number #24-065-123-E965.
 29. Judge Cude: Tabitha Garza: Discuss and/or take appropriate action to adopt Local Procurement Policies & Procedures pertaining to the GLO Community Development Block Grant - Mitigation (CDBG-MIT) Method of Distribution (MOD) Program, Infrastructure Contract Number # 24-065-123-E965
 30. Judge Cude: Tabitha Garza: Discuss and/or take appropriate action to approve and adopt Local Financial Policy & Procedures pertaining to the GLO Community Development Block Grant - Mitigation (CDBG-MIT) Method of Distribution (MOD) Program, Infrastructure Contract Number # B24-065-123-E965

31. **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.
2. Discussion on Public Defenders Office.

32.

OPEN SESSION

33. Judge Cude: Discuss and/or take appropriate action concerning item(s) discussed in executive session.
1. Pending litigation matters.
2. Public Defenders Office.

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

New Employee:	James Anders
Position:	Assistant Public Defender
Pay Rate:	\$100,000.00 Annually
Salary Budget Area:	012-488-403
Start Date:	5/5/25
Physical:	n/a
Drug Test:	n/a

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

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

37. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioners Court is set for Monday, May 12, 2025.

38. 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, April 24, 2025



Jessica Kidd, Court Coordinator

**AGENDA REQUEST
(GENERAL)**

Agenda Item 4.

Meeting Date: 04/28/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve the Proclamation Reading
Safer Path Family Violence Shelter: designating April 2025 as Sexual Assault Awareness Month

ATTACHMENTS

April Sexual Assault Awareness

Sexual Assault Awareness Month

Proclamation

April 2025

Sexual Assault Awareness Month calls attention to the fact that sexual violence is widespread and impacts every person in every community. This month we aim to raise public awareness about sexual abuse, harassment, assault and educate communities about how to be involved in prevention. This year's campaign theme, Turn Texas Teal, calls on each of us to work together to prevent sexual abuse, harassment, and assault by the power of Togetherness, Empowerment, Advocacy, and Learning (T.E.A.L). Through these efforts, we strive to build more connected, respectful and inclusive communities.

Statistics Show:

- Over 53% of women and over 29% of men reported experiencing sexual violence in their lifetime.
- 80% of rapes are committed by someone known to the victim.
- About half of female victims report being raped by an intimate partner.
- Young people are at higher risk of sexual assault with ages ranging from 12-34 years old.
- Women and girls experience sexual violence at higher rates than men. However, 1 out of every 10 rape victims are male.
- Only 2 - 10% of reported rapes are FALSE
- Many victims do not report to law enforcement. 2 out of 3 Sexual Assaults go unreported. Of these:
 - 20% feared retaliation
 - 13% believed the police would not do anything to help
 - 13% believed it was a personal matter
 - 8% believed it wasn't important enough to report.

As, such we must strive to create strong, connected communities that take care of one another and create a safe environment for victims to seek help. We must make decisions to ensure the safety and well-being of others to end sexual violence and send a clear message that we believe survivors, and we do not tolerate sexual assault in our community.

I join advocates and communities across the country in taking action to prevent sexual violence. April is Sexual Assault Awareness Month, and each day of the year is an opportunity to create change for the future.

Name

Date



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

Cathy Setier: Discuss and/or take appropriate action concerning personnel:
Elections:

Existing Employee:	Kasey Bowers
Position:	Deputy Elections Administrator
Pay Rate:	\$22.35 hourly
Salary Budget Area:	012-435-402
Start Date:	04/28/2025
Physical:	N/A
Drug Test:	

**AGENDA REQUEST
(GENERAL)**

Agenda Item 6.

Meeting Date: 04/28/2025
Item Title: Burn Ban extension for additional 90 days
Submitted For: Ronald Sanchez, Fire Marshal

Discuss and/or take appropriate action concerning:

Ronald Sanchez: Discuss and/or take appropriate action to approve the extension of the burn ban effective on January 27, 2025, for a period of an additional 90 days (until July 27, 2025) and allow the Fire Marshal to end the burn ban without returning to the Commissioner's Court for approval when the Fire Marshal determines that the circumstances present in the unincorporated areas of the County no longer create a public safety hazard that would be exacerbated by outdoor burning.

ATTACHMENTS
information



Atascosa County Fire Marshal & Emergency Management Office

711 Broadway Jourdanton, Texas 78026

Tel: 830-769-2029 Fax: 830-767-2600

RONALD SANCHEZ

Fire Marshal

rsanchez@co.atascosa.tx.us



**ATASCOSA COUNTY ORDER RESTRICTING OUTDOOR BURNING
TO INCLUDE PRESCRIBED BURN CRITERIA**

COUNTY OF ATASCOSA

STATE OF TEXAS

ORDER PROHIBITING OUTDOOR BURNING

WHEREAS, Section 352.081 of the Local Government Code provides that the commissioners court of a county, by order, may prohibit outdoor burning in the unincorporated area of the county if the commissioners court makes a finding that circumstances present in the unincorporated area create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, the Texas Forest Service has determined that drought conditions, as defined by Section 352.081(a), Local Government Code, exist in all or a part of Atascosa County; and,

WHEREAS, the Atascosa County Commissioners Court does hereby find that circumstances present in the unincorporated areas of Atascosa County create a public safety hazard that would be exacerbated by certain outdoor burning; and,

WHEREAS, Section 352.081 of the Local Government Code provides for exemptions from county burn bans for certified prescribed burn managers meeting the requirements of Natural Resources Code, Ch. 153, and the County Commissioners Court believes that additional exceptions are warranted to reduce the likelihood of dangerous and uncontrolled wildfire.

BE IT THEREFORE ORDERED that the following emergency regulations are hereby established for portions of the unincorporated areas of Atascosa County, Texas not subject to public ownership or stewardship for the duration of the above-mentioned declaration:

(1) Actions Prohibited:

Except as described hereinafter, a person violates this order if he/she ignites or causes ignition of any combustible or vegetative material outside of an enclosure which serves to contain all flames and/or sparks, or orders such burning or ignition by others.

(2) Enforcement:

(a) Under notification of suspected outdoor burning, the fire department assigned to the location of the fire shall respond to the scene and take immediate measures to contain and to extinguish the fire.

(b) If requested by a fire official, a duly commissioned peace officer, when available, shall be sent to the scene to investigate the nature of the fire.

(c) In accordance with Section 352.081 of the Local Government Code, a person who knowingly or intentionally violates this order commits a Class C Misdemeanor, punishable by a fine up to \$500.

(d) If the responding peace officer finds that the person responsible for the fire is in violation of Section (1) above, a citation shall be issued for: Violation of Burn Ban Order.

(3) Exceptions:

(a) This order shall not apply to the outdoor burning of vegetative material caused by welding or by other causes relating to the act of welding if such burning is not malicious or intentional.

(b) This order shall not apply to a prescribed burn conducted by burn personnel of a federal or state agency, or an institution of higher education for prescribed burns on agency owned or managed properties, or for purposes of training local fire department personnel or prescribed burn managers.

(c) This order shall not apply to a prescribed burn conducted for the purpose of research or demonstration by burn personnel of a federal or state agency, or institution of higher education.

(d) This order shall not apply to burning of vegetative material when such burning is performed by an individual with appropriate training and experience in conducting burns and in accordance with a prescribed burn permit application which:

i. addresses the useful nature of such activity

ii. includes appropriate safety and protective measures; and

iii. is submitted to and approved by the Atascosa County Fire Marshal with notice provided to the Fire Chief of the Volunteer Fire Department or Emergency Services District where the burn site is located. The Atascosa County Fire Marshal shall promulgate policies and procedures for the submission and approval of such requests.

(e) This order shall not apply to burns authorized by the Fire Marshal's Office where a permit has been filed for fires other than agricultural purpose.

(f) This order shall not prohibit other lawful burning as may be permissible by rules established by the Texas Commission on Environmental Quality.

(g) This order shall not prohibit prescribed burning by a commercial or private prescribed burn manager certified by the Texas Department of Agriculture, or by other individual or entities exempted by Section 352.081 of the Local Government Code.

Be it also **ORDERED** that the purpose of this order is the mitigation of the public safety hazard posed by wildfires during the current dry weather period, by curtailing the practice of outdoor burning without specific approval of the commissioners' court or without appropriate licensing from the state.

This order prohibiting outdoor burning shall remain in effect for a period of 90 days, and shall expire at the end of said period, upon the date set by the Atascosa County Commissioners Court, by order, and allow the Fire Marshal to end the Burn Ban without returning to Commissioners Court for approval when the Fire Marshal determines that the circumstances present in the unincorporated areas of Atascosa County no longer create a public safety hazard that would be exacerbated by outdoor burning.

ORDERED THIS _____ DAY OF _____, 20____, by a vote of _____ ayes and _____ nays.

ATASCOSA COUNTY COMMISSIONERS COURT

Weldon P. Cude
County Judge

Mark Gillespie
Commissioner, Pct. 1

Mark Bowen
Commissioner, Pct. 2

George Pawelek
Commissioner, Pct. 3

Kennard Riley
Commissioner, Pct. 4

Attest:

Theresa Carrasco, County Clerk



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:

New Employee:	Alexis Hernandez
Position:	Patrol Deputy
Pay Rate:	Move to Tier 1: \$28.62 Hourly; 86 Hrs Fluctuating; \$120.00 Mo Uniform; SB22 Eligible; Continue 1-Year Agency Probation
Salary Budget Area:	012-440-410
Start Date:	05/11/2025
Physical:	n/a
Drug Test:	n/a

**AGENDA REQUEST
(GENERAL)**

Agenda Item 8.

Meeting Date: 04/28/2025
Item Title: Law Enforcement Pursuit Damage
Submitted For: Jake Guerra, Sheriff

Discuss and/or take appropriate action concerning:

Sheriff Guerra: Discuss and/or take appropriate action to approve payment of \$369.00 to land/property owner Greg Brown for property damage during a law enforcement pursuit, under Section 683.015(f) of the Texas Transportation Code line item 012-440-750. See attached.

Recommendation/Action Requested and Justification

Discuss and/or take appropriate action to approve payment of \$369.00 to land/property owner Greg Brown for property damage during a law enforcement pursuit, under Section 683.015(f) of the Texas Transportation Code line item 012-440-750. See attached.

ATTACHMENTS

G Brown Rec
G Brown Damage Photos

1020 415-280
026009

CUSTOMER'S ORDER NO.		DATE				
NAME		3-24-25				
ADDRESS		Greg Brown				
CITY, STATE, ZIP		9013 E St Hwy 97 #20 Pleasanton TX				
SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT
QUAN.	DESCRIPTION	PRICE	AMOUNT			
1	5th wheel					
2	enclosure skin		269.00			
3	on R.V. Trailer.					
4	R+R Labor		100.00			
5						
6						
7	Total.		369.00			
8						
9						
10						
11						
12						
13						
14						
RECEIVED BY		TAX				
		TOTAL				

A-24705W
T-46901

KEEP THIS SLIP FOR REFERENCE

01-11





Sent from my iPhone

Torn skirting from Officers looking for wanted escaped Adolfo Garcia . The skirt was open on the other side . There was no reason to open and treat this side.

From Lisa Plumlee <pacosmom56@icloud.com>

Date Thu 9/19/2024 8:11 PM

To Eric Kaiser <ekaiser@acso-tx.org>

Cc butchesmom56@yahoo.com <butchesmom56@yahoo.com>

From Greg Brown 9367146501

~~9013 State Highway 97~~
~~LOT # 2c~~

9013 State Highway 97

LOT # 2c

Greg Brown

936-714-6501

**AGENDA REQUEST
(GENERAL)**

Agenda Item 9.

Meeting Date: 04/28/2025
Item Title: ROW Permits - Spectrum
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

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

A. Discuss and/or take appropriate action concerning approval/denial for the Right-of-Way Permit for Spectrum/Charter on Old Pleasanton Rd from Oak Krest Blvd to Bruce Rd in Precinct 1,

B. Discuss and/or take appropriate action concerning approval/denial for the Right-of-Way Permit for Spectrum/Charter on Bruce Rd from the corner of Old Pleasanton Rd in Precinct 1.

ATTACHMENTS

Spectrum - Old Pleasanton Rd ROW
Spectrum - Bruce Rd ROW

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

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

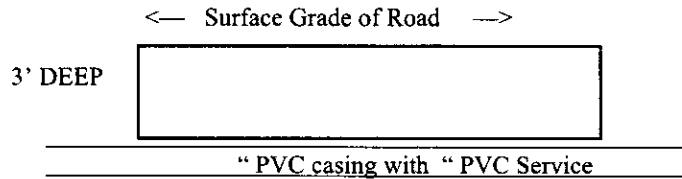
To: County of Atascosa—Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 3/18/2025

Formal notice is hereby given that Spectrum/Charter
Company proposes to place a 3,563' of Fiber Optic Cable via Directional Bore
line within the right-of-way of Old Pleasant Rd from Oak Krest Blvd to Bruce Rd in Precinct 1
Atascosa County, Texas as follows: (give location, length, general design, etc.)

Spectrum proposes to install 3,563 of Fiber Optics along Old Pleasant Rd from the SW corner of Oak Krest Blvd to Bruce Rd. The Project will include 2 bores under the road to the East side of Old Pleasant Rd and then back to the west side at Bruce Rd

(Please see attached map)
—Diagram Location



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

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

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

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

8. Construction of this line will begin on or after the 31st day of March, 2025.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

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

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

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

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

OR

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

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

N/A under # 9 _____ Is attached _____.

Will be submitted when received _____. (Check One)

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

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

OR

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

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

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

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

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

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

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

FIRM Spectrum/Charter

By (Print) Phillip Gunn

Signature *Phillip Gunn*

Title Telecommunications Planner II

Address 1922 Dry Creek Way, Suite 116

San Antonio, TX 78259

Phone No. 303-788-9168

Fax No. _____

Submitted by Phillip Gunn of ENTRUST Solutions Group,
1922 Dry Creek Way, Ste 116, San Antonio, TX 78259
on behalf of Spectrum a Franchise Utility Company. Work
will be performed by a Contractor along with Spectrum's
Construction Coordinator
pgunn@entrustsol.com | 303-788-9168

COUNTY OF ATASCOSA

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

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

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

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

SUBMIT APPLICATION TO:

Precinct 1 Commissioner:

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

Precinct 3 Commissioner:

Eliseo Perez
830-277-1213
76 Yule Ave
Charlotte, TX 78011

Precinct 2 Commissioner:

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

Precinct 4 Commissioner:

Kennard “Bubba” Riley
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

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

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

Residential Use: _____
FEE: _____

Commercial Use: _____
PAID: _____

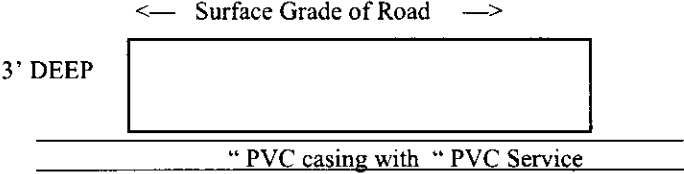
To: County of Atascosa--Commissioners Court
1 Courthouse Circle Dr.
Jourdanton, Texas 78026

Date: 3/18/2025

Formal notice is hereby given that Spectrum/Charter
Company proposes to place a 775 of Fiber Optic Cable via Directional Bore
line within the right-of-way of Bruce Rd from the Corner of Old Pleasant Rd in Precinct 1
Atascosa County, Texas as follows: (give location, length, general design, etc.)

Spectrum proposes to install 775 of Fiber Optics along Bruce Rd from the NW corner of Old Pleasant Rd going West along the North side of Bruce Rd for 755'.

(Please see attached map)
—Diagram Location



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

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

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

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

8. Construction of this line will begin on or after the 31st day of March, 2025.

SPECIAL PROVISIONS CONCERNING ENERGY UTILITY LINES

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

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

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

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

OR

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

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

N/A under # 9 _____ Is attached _____.

Will be submitted when received _____. (Check One)

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

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

OR

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

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

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

- (a) Firm shall at its sole expense, register the line, where it touches the County Road right of way, as an underground facility, with the Texas Underground Facility Notification Corporation, and shall maintain such registration during the entire life of the permit, and any additional time that Company may utilize the line.
- (b) Firm shall place and maintain in good repair and condition permanent line markers as close as practical over the line at each crossing of a County Road right of way, in order to assist the County, and utility providers in identifying the exact location of such line. Each such line marker shall be of permanent type construction and contain labeling identifying: (1) the Company; (2) a twenty-four-hour contact telephone for the Company; (3) the appropriate Texas One Call System telephone number; (4) the size of the line, and (5) a description of the product transported in the line; e.g., natural gas, oil or salt water.
- (c) Firm shall maintain all such line markers in good condition, shall promptly replace any such line markers that are lost or stolen, and shall promptly repair any such line markers that require re-painting.

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

FIRM Spectrum/Charter
By (Print) Phillip Gunn
Signature *Phillip Gunn*
Title Telecommunications Planner II
Address 1922 Dry Creek Way, Suite 116
San Antonio, TX 78259
Phone No. 303-788-9168
Fax No. _____

Submitted by Phillip Gunn of ENTRUST Solutions Group,
1922 Dry Creek Way, Ste 116, San Antonio, TX 78259
on behalf of Spectrum a Franchise Utility Company. Work
will be performed by a Contractor along with Spectrum's
Construction Coordinator
pgunn@entrustsol.com | 303-788-9168

To: _____

Roadway Bruce Rd from the NW corner of Old Pleasant Rd
Beg. RM _____ Offset _____ End RMOffset _____
County Precincts No. 1 Atascosa County, Texas
Date: 3/31/2025

UTILITY PERMIT NO.

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

(Please see attached map)

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

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

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

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

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

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

• **General Special Provisions:**

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

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

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

County of Atascosa—Commissioners Court: DATE: _____

By: _____
COUNTY JUDGE

COMMISSIONER, PRECINCT No. _____

COUNTY OF ATASCOSA

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830-277-1213
76 Yule Ave
Charlotte, TX 78011

Precinct 4 Commissioner:
Kennard “Bubba” Riley
830-569-1147
384 Shale Rd
Pleasanton, TX 78064

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

**AGENDA REQUEST
(GENERAL)**

Agenda Item 10.

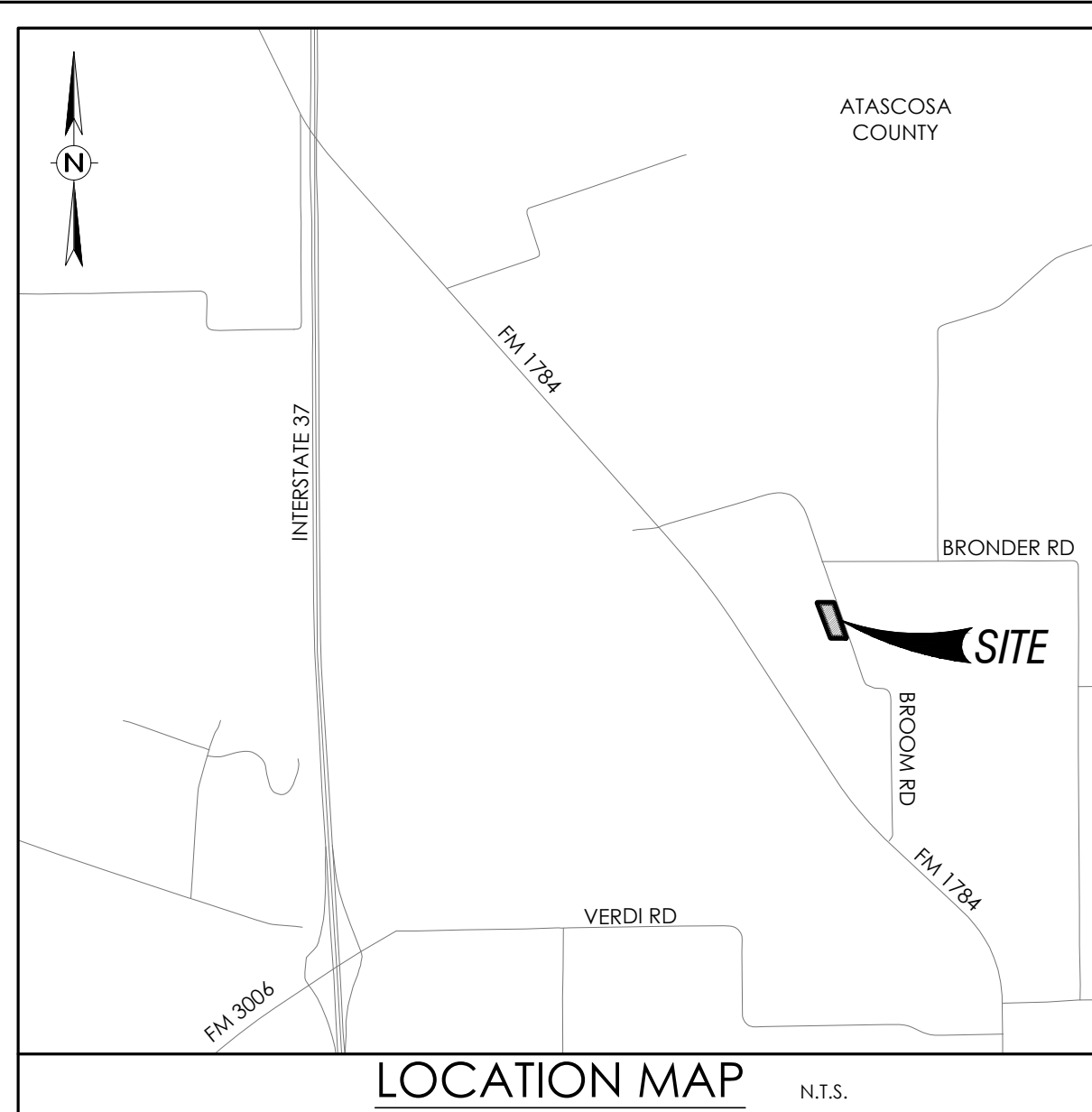
Meeting Date: 04/28/2025
Item Title: Subdivision - Camarillo Addition
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Final Rural Development: Plat for the Camarillo Addition subdivision on Broom Rd in Precinct 1.

ATTACHMENTS

Plat - Camarillo Addition



LEGEND

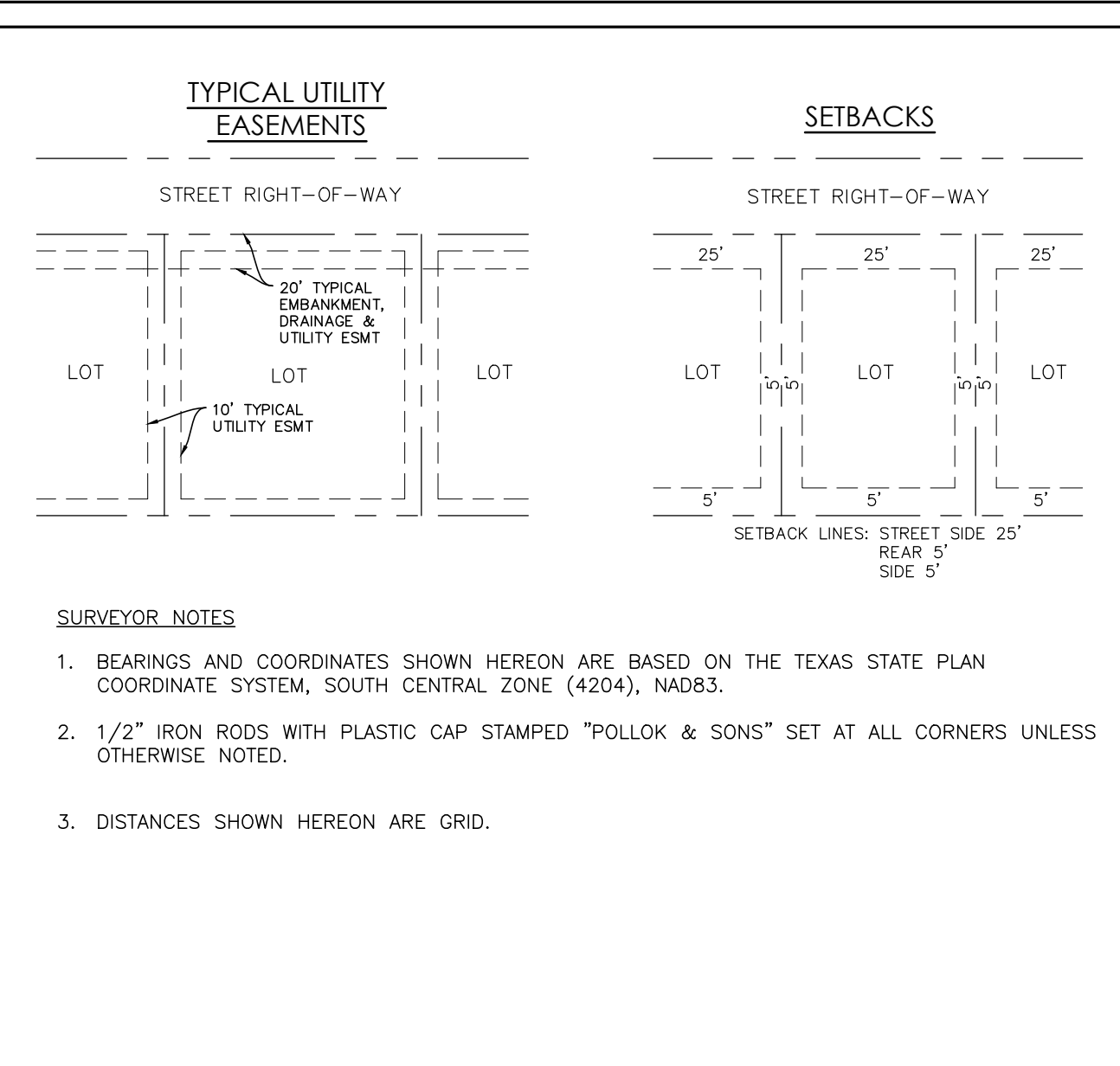
- N.T.S. = NOT TO SCALE
- OPR = OFFICIAL PUBLIC RECORDS
- DR = DEED RECORDS
- VOL. = VOLUME
- PG. = PAGE
- ESMT = EASEMENT

- = FOUND IRON ROD, UNLESS OTHERWISE NOTED
- ⊙ = SET 1/2" IRON ROD "POLLOK & SONS"

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

UTILITY NOTES

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



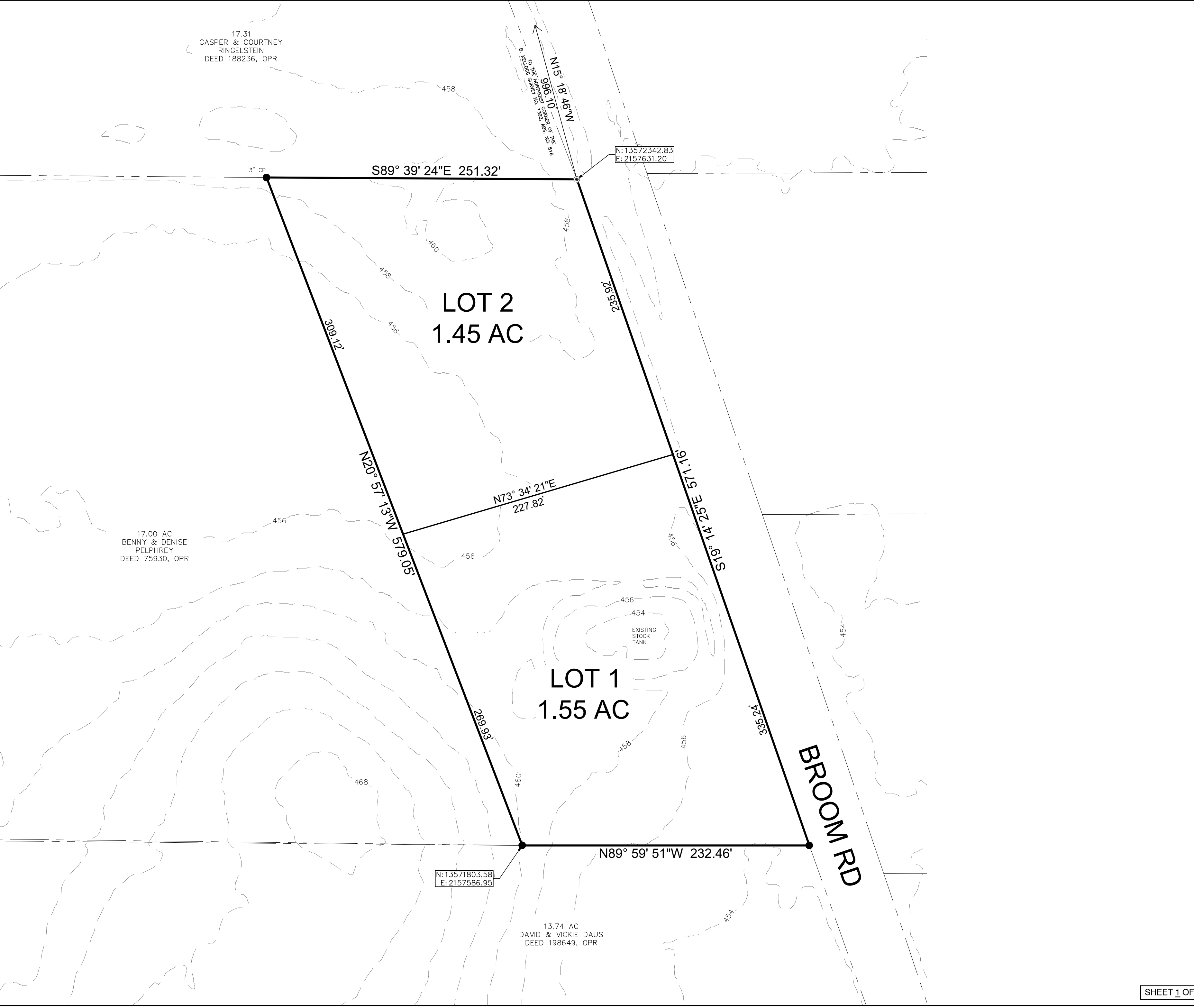
SUBDIVISION PLAT
ESTABLISHING
CAMARILLO ADDITION

BEING A TOTAL OF 3.00 ACRES, MORE OR LESS, LYING IN THE BENJAMIN KELLOGG SURVEY NO. 1392, ABSTRACT NO. 516, ATASCOSA COUNTY, TEXAS, BEING THE SAME TRACT OF LAND CALLED 3.00 ACRES DESCRIBED IN DEED 248821, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS.

SCALE: 1" = 50'

DATE OF PREPARATION: APRIL 2025

- ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:**
- THE SUBDIVISION IS LOCATED IN THE PLEASANTON JSD.
 - CONVEYANCE OF LOTS SHALL NOT BE PERMITTED UNTIL THE FINAL PLAT HAS BEEN APPROVED BY THE ATASCOSA COUNTY COMMISSIONERS COURT, AND THE RECORDED PLAT FILED WITH THE COUNTY CLERK.
 - THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY SANITATION OFFICER.
 - NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
 - THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS, AS APPLICABLE.
 - NO HOMES ARE TO BE BUILT OR BROUGHT ONTO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
 - WATER SERVICE PROVIDED TO BY MCCOY WATER SUPPLY CORPORATION.
 - THIS SUBDIVISION WILL BE SERVED BY MCCOY WATER SUPPLY CORPORATION, 65 PARKFIELD DR, PLEASANTON, TX 78064. INFORMATION ON THE MCCOY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THIS SUBDIVISION IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.
 - ELECTRIC SERVICE PROVIDED BY KARNES ELECTRIC.
 - IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS/HER DESIGNATED REPRESENTATIVE, OR TxDOT FOR DRIVEWAYS ENTERING ONTO STATE ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TxDOT STANDARDS, AS APPLICABLE.
 - THE LIMITS OF THIS PLAT DO NOT CONTAIN PORTIONS OF FEMA FLOODPLAIN (ZONE A) AS SHOWN ON FIRM MAP NUMBER 48013C0225C EFFECTIVE NOVEMBER 4, 2010.
 - NO LOTS IN THIS PLAT ARE LOCATED WITHIN THE FEMA SPECIAL FLOOD HAZARD AREA.
 - ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES.
 - ALL LOTS WITHIN THIS SUBDIVISION ARE LARGER THAN 30,000 SF.
 - TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ) REGULATED DEVELOPMENT, AS DEFINED IN ARTICLE II OF THE ATASCOSA COUNTY SUBDIVISION REGULATIONS, ARE PROHIBITED WITHIN THIS DEVELOPMENT.
 - PUBLIC SEWER IS NOT AVAILABLE, THIS SEPTIC IS REQUIRED AND SHALL BE DESIGNED BY REGISTERED SANITARIAN OR PROFESSIONAL ENGINEER.



CULVERT TABLE

LOT #	MINIMUM CULVERT
LOTS 1-2	18" *

NOTE: DP DRIVEWAY MAY BE USED IN LIEU OF CULVERT

LOT SUMMARY TABLE

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

PROPERTY INFORMATION
 PROPERTY ID: 13799
 LEGAL ACRES: 3.00 AC
 LEGAL DESC: ABS A00516 B KELLOGG 5V-1392

STATE OF TEXAS
COUNTY OF ATASCOSA

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

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

STATE OF TEXAS
COUNTY OF WILSON

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

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

RL BACA ENGINEERING
 TBPELS FIRM NO. F-23428 | P.O. BOX 587 | PLEASANTON, TEXAS 78064
 830.570.2628 | RAY@RLBACA.COM

RL BACA PROJECT NO.: 24-168

STATE OF TEXAS
COUNTY OF ATASCOSA

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

OWNER:
STX HOME SOLUTIONS LLC
MARK CAMARILLO, MANAGING MEMBER
503 AUSTIN ST
PLEASANTON, TX 78064
210-972-7849

OWNER: MARK CAMARILLO

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, A.D. 2025.

NOTARY PUBLIC

CERTIFICATE OF COUNTY ATTORNEY

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

COUNTY ATTORNEY - MOLLY SOLIS

CERTIFICATE OF THE PRECINCT COMMISSIONER

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

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

COMMISSIONERS COURT APPROVAL

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

ATASCOSA COUNTY JUDGE - WELDON P. CUDE

PRECINCT 1 COMMISSIONER - MARK GILLESPIE

PRECINCT 2 COMMISSIONER - MARK BOWEN

PRECINCT 3 COMMISSIONER - GEORGE "BUTCH" PAWELEK

PRECINCT 4 COMMISSIONER - KENNARD "BUBBA" RILEY

**AGENDA REQUEST
(GENERAL)**

Agenda Item 11.

Meeting Date: 04/28/2025
Item Title: Subdivision - Release of Bond Poteet Family Dollar/Dollar Tree
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning the approval/denial of the
Rural release of the bond for Clearwater Dr. located in the Poteet Family Dollar/Dollar
Development: Tree Subdivision in Precinct 1.

ATTACHMENTS
Construction Bond



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlicorp.com
RLISURETY.COM

LICENSE AND PERMIT BOND

Bond No. LSM1766180

KNOW ALL MEN BY THESE PRESENTS:

That we, Culbertson Contractors, LLC
764 Hwy 84 West
Brookhaven, MS 39601

as Principal, and the RLI Insurance Company, a corporation duly licensed to do business in the state of Texas, as Surety, are held and firmly bound unto the Atascosa County, State of Texas, Obligee, in the penal sum of Ninety Thousand and 00/100 (\$ 90,000.00) DOLLARS, lawful money of the United States, to be paid to the said Obligee, for which payment well and truly to be made, we bind ourselves and our legal representatives, jointly and severally by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the said Principal has been licensed as a(n) General Contractor by the Obligee.

NOW, THEREFORE, if the said Principal shall faithfully perform the duties and in all things comply with the laws and ordinances, including all Amendments thereto, pertaining to the license or permit applied for, then this obligation to be void, otherwise to remain in full force and effect for a period commencing on the 24th day of April, 2023, and ending on the 24th day of April, 2025.

This bond may be terminated at any time by the Surety upon sending written notice to the clerk of the Political Subdivision with whom this bond is filed and to the Principal, addressed to them at their first known address, and at the expiration of thirty (30) days from the mailing of said notice, or as soon thereafter as permitted by applicable law, whichever is later, this bond shall terminate and the Surety shall thereupon be relieved from any liability for any acts or omissions of the Principal subsequent to said date.

Dated this 20th day of April, 2023.

Jay Culbertson
Principal
(Individual, Partner or Corporate Officer)



RLI Insurance Company

By B. W. Davis
Barton W. Davis Vice President

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1766180

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Barton W. Davis in the City of Peoria, State of Illinois, as it's true and lawful Agent and Vice President, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, for the following described bond.

Principal: Culbertson Contractors, LLC
Obligee: Atascosa County
(Valid only when a County, City, Town or Village is named as Obligee)
Type Bond: General Contractor
Bond Amount: \$ 90,000.00
Effective Date: April 24, 2023

The acknowledgement and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 20th day of April, 2023.



RLI Insurance Company
By: B. W. Davis
Barton W. Davis Vice President

CERTIFICATE

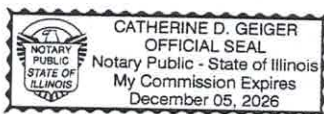
I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 20th day of April, 2023.

RLI Insurance Company
By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary

State of Illinois }
County of Peoria } SS

On this 20th day of April, 2023, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Geiger
Catherine D. Geiger Notary Public





P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlicorp.com
RLISURETY.COM

Texas Policyholder Notice

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

RLI Insurance Company or CBIC Insurance Company

To get information or file a complaint with your insurance company:

Call : 800-645-2402

Online: <https://www.rlicorp.com/contact-rli>

Email: suretyil@rlicorp.com

Mail: 9025 N. Lindbergh Drive, Peoria, IL 61615.

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091



P.O. BOX 3967 PEORIA, IL 61612-3967
P: (800)645-2402 E: asksurety@rlicorp.com
RLISURETY.COM

Texas Policyholder Notice

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros. Si no lo hace, podría perder su derecho para apelar.

RLI Insurance Company or CBIC Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros:

Llame: 800-645-2402

En línea: <https://www.rlicorp.com/contact-rli>

Correo electrónico: suretyil@rlicorp.com

Dirección postal: 9025 N. Lindbergh Drive, Peoria, IL 61615.

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091


**CONSTRUCTION BOND OR ALTERNATIVE FINANCIAL GUARANTEE
REVIEW and APPROVAL FORM**

Date Submitted: 4-24-23
Name of Proposed Subdivision: Poteet Family Dollar Tree
Developer Name: Colbear LLC, Jay Culbertson
Address: 764 Hwy 84 W. Brookhaven, MS 39601
Phone (Office): 601-757-2406 Cell: _____
Fax: _____ E-mail: jay@culbertsoncontractors.com

The following is attached:


- Construction Bond Amount: \$90,000
 Alternative Financial Guarantee Amount: _____

DRAFT REVIEWED AND APPROVED AS TO FORM BY:

 for Trent Rowell
Atascosa County Attorney

4-25-23
Date

ORIGINAL RECEIVED BY:


Atascosa County Treasurer

4-25-2023
Date

**AGENDA REQUEST
(GENERAL)**

Agenda Item 12.

Meeting Date: 04/28/2025
Item Title: Exception - Liberation 97 & County Road 321
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 Certificate of Exception for Liberation Ranches on W State Highway 97 and
Development: County Road 321 in Precinct 3.

ATTACHMENTS

Liberation - Registration Packet
Liberation - Certificate of Excpetion



Registration for Division of Land in Atascosa County

I Liberation Ranches | Hawthorne Land, LLC, am the owner of the attached filed division of land located at ABS A00478 I&GN RR CO SV-1752, 11.74 ACRES; ABS A00481 I&GN RR CO SV-1751, 1. ACRES; ABS A00482 I&GN RR CO SV-1753, 146.16 ACRES; ABS A00282 J P GORMAN SV-1189, 90.8 ACRES (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

Agricultural Use

Family

10+ Acres

Veterans Land Board

State Agency

Political Subdivision

Divided into two parts

All parts to original owner

Adopted 6/27/2022



Date: 03/24/2025

Signature: *John Spencer Grogan*

Printed Name: John Spencer Grogan

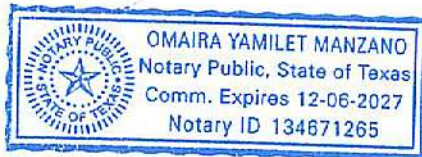
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Harris

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

GIVEN under my hand and seal of office this March 24, 2025.



Omaira Manzano

Notary Public, in and for
State of Texas



Division Type Definitions:

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

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

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

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

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

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

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

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

ELECTRONICALLY RECORDED**OFFICIAL PUBLIC RECORDS***Theresa Carrasco*Theresa Carrasco, County Clerk
Atascosa County, TX

11/08/2024 9:43 AM

247387

\$ 74.00

KPONTON

WDVL

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

General Warranty Deed with Vendor's Lien**Date:** November 6, 2024**Grantor:** MYRA LANETTE JOHNSON (F/K/A MYRA LANETTE MEYER), DAVID PHIL MEYER (A/K/A DAVID THEOPHIL MEYER), and JOE S. MEYER, as to an undivided 50% interest; and

RICHARD F. SRALLA and LAURIE D. WARD, as to an undivided 50% interest

Grantor's Mailing Address: C/O Myra Lanette Johnson
1935 Acacia Parkway, Spring Branch, TX 78070**Grantee:** Hawthorne Land, LLC**Grantee's Mailing Address:** Hawthorne Land, LLC
5900 Balcones Dr., Ste 100, Austin, TX 78731**Consideration:***JA 24 54549*

Ten and 00/100 Dollars cash and other good and valuable consideration and a note of even date executed by Grantee and payable to the order of Hawthorne Income Fund, LLC (the "Lender") in the principal amount of TWO MILLION THREE HUNDRED SEVENTEEN THOUSAND SIX HUNDRED TWO AND 07/100 DOLLARS (\$2,317,602.07). The note is secured by a first and superior vendor's lien and superior title retained in this deed (and transferred in favor of the Lender) and by a first-lien deed of trust of even date from Grantee to Liang Gao, trustee.

Property (including any improvements):

BEING 243.717 acres of land, more or less, situated in and being out of the J. P. Gorman Survey No. 1189, Abstract No. 282, the I & GN RR Survey No. 1752, Abstract No. 478, the I & GN RR Survey No. 1750 Survey, Abstract No. 481, and the I & GN RR Survey No. 1753, Abstract No. 482, all in Atascosa County, Texas. Said 243.717 acres of land, more or less, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes.

Reservations from Conveyance:

Each Grantor does hereby RESERVE unto such Grantor their respective heirs, successors, and/or assigns all of the oil, gas, and other minerals, owned by such Grantor, in, on, and/or under the Property and that may be produced therefrom, including all rights and privileges appurtenant thereto, including without limitation the following: (i) the right to lease Grantor's interest(s) in the

mineral estate herein reserved; (ii) the right to receive bonus payments; (iii) the right to receive delay rentals; (iv) the right to receive royalty; and (v) the right to explore for and develop Grantor's interest in the mineral estate herein reserved (including the right to utilize the surface of the Property as is necessary and/or convenient for such exploration and development). If the mineral estate is subject to existing production or an existing lease, then this reservation shall include for each Grantor their share of the production, the lease, and the benefits therefrom. This reservation also includes for each Grantor any and all future and reversionary interests in the oil, gas, and other minerals that such Grantor is currently entitled to (whether presently vested, future, or contingent in nature).

Exceptions to Conveyance and Warranty:

- Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
- Rights of parties in possession.
- Any right, claim, and or interest associated with the following matters as disclosed by survey dated October 8, 2024, made by Thomas A. McIntyre, Registered Professional Land Surveyor, No. 6921:
 - Various fences on property line and across Property.
 - Overhead Electric Lines across Property.
 - Various power poles in property lines and on Property.
 - Electric pedestal and telephone pedestal on northeast area of Property.
 - Drainage Channel on northwest area of Property.
 - Billboard located on northeast area of Property.
- An easement and/or right of way granted to State of Texas, as set forth and defined by instrument recorded in Volume 118, Page 161, of the Deed Records of Atascosa County, Texas.
- An easement and/or right of way granted to Central Power and Light Company, as set forth and defined by instrument recorded in Volume 182, Page 273, of the Deed Records of Atascosa County, Texas.
- An easement and/or right of way granted to South Texas Instruments, Inc., as set forth and defined by instrument recorded in Volume 589, Page 181, of the Deed Records of Atascosa County, Texas.
- Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 283, Pages 447 and 448, and Volume 491, Pages 110 and 113, of the Deed Records of Atascosa County, Texas.
- Interest in and to all coal, lignite, oil, gas and other minerals, and all rights incident thereto, contained in instrument recorded in Volume 836, Page 756, and in Clerk's File No. 170805, of the Official Public Records of Atascosa County, Texas.
- Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto,

recorded in Volume 587, Page 419, and Volume 818, Page 218, of the Deed Records of Atascosa County, Texas.

- Lease for coal, lignite, oil, gas or other minerals, together with rights incident thereto, recorded in Volume 178, Page 940; Volume 275, Page 524; and in Clerk's File No. 91157 and 137198, of the Official Public Records of Atascosa County, Texas.
- All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records of Atascosa County, Texas.
- All leases, grants, exceptions or reservations of the geothermal energy and associated resources (as defined in the Texas Natural Resources Code) below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records of Atascosa County, Texas.
- Visible and apparent easements on or across the Property, and/or any rights and/or claims of easements, which are not of record in the Public Records of Atascosa County, Texas.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, GRANTS, SELLS, and CONVEYS to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Each Grantor binds themselves, their respective heirs and successors to warrant and forever defend all and singular their respective interests in the Property to Grantee and Grantee's heirs, successors, and assigns against person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

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

The vendor's lien and superior title retained in this Deed are transferred to Lender, without recourse on Grantor.

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

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

MYRA LANETTE JOHNSON, F/K/A MYRA LANETTE

DAVID PHIL MEYER, A/K/A DAVID THEOPHIL MEYER

JOE S. MEYER



RICHARD F. SRALLA

LAURIE D. WARD

| STATE OF TEXAS)

COUNTY OF _____)

Before me, on this day personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public, State of Texas

My commission expires: _____

STATE OF TEXAS)

COUNTY OF _____)

Before me, on this day personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this _____ day of _____, 2024.

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

MYRA LANETTE JOHNSON, F/K/A MYRA LANETTE

DAVID PHIL MEYER, A/K/A DAVID THEOPHIL MEYER

JOE S. MEYER

RICHARD F. SRALLA

Laurie D Ward

LAURIE D. WARD

| STATE OF TEXAS)

COUNTY OF _____)

Before me, on this day personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF _____)

Before me, on this day personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this _____ day of _____, 2024.

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

Myra Lanette Johnson
MYRA LANETTE JOHNSON, F/K/A MYRA LANETTE

David Phil Meyer
DAVID PHIL MEYER, A/K/A DAVID THEOPHIL MEYER

Joe S. Meyer
JOE S. MEYER

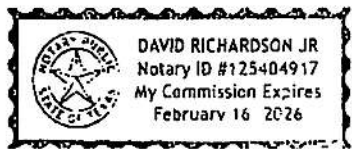
RICHARD F. SRALLA

LAURIE D. WARD

STATE OF TEXAS)
COUNTY OF Bexar)

Before me, on this day personally appeared Myra Lanette Johnson
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 6 day of November, 2024.

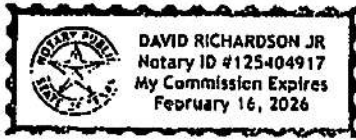


David Richardson Jr
Notary Public, State of Texas
My commission expires: 2-16-2026

STATE OF TEXAS)
COUNTY OF Bexar)

Before me, on this day personally appeared David Phil Meyer
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 6 day of November, 2024.



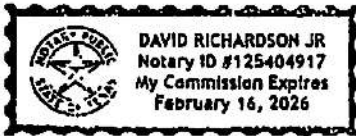
[Signature]
Notary Public, State of Texas
My commission expires: 2-16-2026

STATE OF TEXAS)

COUNTY OF Bexar)

Before me, on this day personally appeared Joe S Meyer
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 16 day of November, 2024.



[Signature]
Notary Public, State of Texas
My commission expires: 2-16-2026

STATE OF TEXAS)

COUNTY OF _____)

Before me, on this day personally appeared _____
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF _____)

Before me, on this day personally appeared _____
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)
COUNTY OF _____)

Before me, on this day personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing instrument.

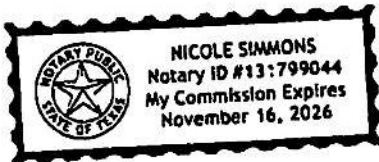
Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)
COUNTY OF Kerr)

Before me, on this day personally appeared Richard F. Sealla,
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 6 day of November, 2024.



Nicole Simmons

Notary Public, State of Texas
My commission expires: 11.16.2026

STATE OF TEXAS)
COUNTY OF _____)

Before me, on this day personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF _____)

Before me, on this day personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this _____ day of _____, 2024.

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF _____)

Before me, on this day personally appeared _____,
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this _____ day of _____, 2024.

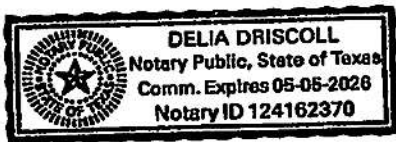
Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF McLennan)

Before me, on this day personally appeared Laurie D. Ward,
known to me to be the person whose name is subscribed to the foregoing instrument.

Given under my hand and seal of office this 6th day of November, 2024.



[Signature]

Notary Public, State of Texas
My commission expires: 5/5/2026

AFTER RECORDING RETURN TO:
Hawthorne Land
1210 W Clay Ste 8
Houston TX 77019

Exhibit A

JA295454E



TEXAS PROFESSIONAL SURVEYING, LLC.

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

FIELD NOTE DESCRIPTION**243.717 ACRES**

**IN THE I. & G.N. RR. CO. SURVEY, ABSTRACT NUMBER 478,
 IN THE I. & G.N. RR. CO. SURVEY, ABSTRACT NUMBER 481,
 IN THE I. & G.N. RR. CO. SURVEY, ABSTRACT NUMBER 482,
 AND IN THE JAMES P. GORMAN SURVEY, ABSTRACT NUMBER 282
 ATASCOSA COUNTY, TEXAS**

BEING a 243.717 acre tract of land situated in the I. & G.N. RR. Co. Survey, Abstract Number 478, in the I. & G.N. RR. Co. Survey, Abstract Number 481, in the I. & G.N. RR. Co. Survey, Abstract Number 482, and in the James P. Gorman Survey, Abstract Number 282, Atascosa County, Texas, being all of that certain tract described in instrument to Myra Lanette Meyer, et al, (Meyer Tract), recorded under Instrument Number 121775, of the Official Public Records of Atascosa County, Texas (O.P.R.A.C.T.), said Meyer Tract being further described as all of that certain called 50 acre tract, recorded in Volume 283, Page 448, of the Deed Records of Atascosa County, Texas (D.R.A.C.T) and all of that certain called 200 acre tract, recorded in Volume 283, Page 447, of the Deed Records of Atascosa County, Texas (D.R.A.C.T), said 243.717 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod with cap found in the southeasterly margin of State Highway 97 (SH 97), for the common northerly corner of said 200 acre tract and the remainder of that certain called 116.42 acre tract, described in instrument to Colby Ryan Mangum and Teressa Marie Mangum, recorded under Instrument Number 218969, O.P.R.A.C.T., being the northwesterly corner of the herein described 243.717 acre tract, said **POINT OF BEGINNING** having a Texas State Plane Coordinate value of **N: 13,513,099.13, E: 2,090,308.47**, South Central Zone, grid measurements;

THENCE North 60°29'16" East, 3163.39 feet, with the southeasterly margin of said SH 97, the northwesterly line of said 200 acre tract, to a 1/2 inch iron rod with cap stamped "TPS 100834-00" set at the intersection of the southeasterly margin of said SH 97, with the southwesterly margin of County Road 321 (CR 321), for the northeasterly corner of said 200 acre tract and the herein described 243.717 acre tract;

THENCE South 33°42'54" East, 3362.70 feet, with the southwesterly margin of said CR 321, the northeasterly line of said 200 acre tract and said 50 acre tract, to a fence corner post found for the common easterly corner of said 50 acre tract and that certain called 92.83 acre tract described in instrument to Alfred C. Rudolph and Valda Haverlah Rudolph, recorded in Volume 338, Page 65, D.R.A.C.T., being the southeasterly corner of the herein described 243.717 acre tract;

THENCE South 60°14'35" West, 2027.55 feet, with the common line between said 50 acre tract and said 92.83 acre tract, to a fence corner post found for the common northerly corner of said 92.83 acre tract and that certain called 63.54 acre tract described in instrument to AMTZ Family Partners, LP., recorded under Instrument Number 222063, O.P.R.A.C.T., being an angle point in the southeasterly line of said 50 acre tract and the herein described 243.717 acre tract;

THENCE South $60^{\circ}38'45''$ West, 704.23 feet, with the common line between said 50 acre tract and said 63.54 acre tract, to a 5/8 inch iron rod with cap found for the common northerly corner of said 63.54 acre tract and that certain called 21.233 acre tract, described as "Tract 2" in instrument to William Curtis Cogburn, recorded under Instrument Number 218451, O.P.R.A.C.T., being an angle point in the southeasterly line of said 50 acre tract and the herein described 243.717 acre tract;

THENCE South $59^{\circ}57'44''$ West, 232.37 feet, with the common line between said 50 acre tract and said 21.233 acre tract, to a 5/8 inch iron rod found (bent) for the common northerly corner of said 21.233 acre tract and that certain called 20.10 acre tract, described as "Tract 1" in instrument to William Curtis Cogburn, recorded under Instrument Number 218451, O.P.R.A.C.T., being an angle point in the southeasterly line of said 50 acre tract and the herein described 243.717 acre tract;

THENCE South $61^{\circ}24'59''$ West, 196.24 feet, with the common line between said 50 acre tract and said 20.10 acre tract, to a 5/8 inch iron rod with cap found for the common southerly corner of said 50 acre tract and said remainder of 116.42 acre tract, being the southwesterly corner of the herein described 243.717 acre tract;

THENCE North $33^{\circ}31'15''$ West, 406.90 feet, with the common line between said 50 acre tract and said remainder of 116.42 acre tract, to a 5/8 inch iron rod found for a common corner of the same, being an angle point in the westerly line of the herein described 243.717 acre tract;

THENCE North $33^{\circ}49'33''$ West, 499.51 feet, with the westerly line of said 50 acre tract and said 200 acre tract, common to the easterly line of said remainder of 116.42 acre tract, to a 5/8 inch iron rod with cap found for a common corner of said 200 acre tract and said remainder of 116.42 acre tract, being an angle point in the herein described 243.717 acre tract;

THENCE North $33^{\circ}18'43''$ West, 261.52 feet, with the common line between said 200 acre tract and said remainder of 116.423 acre tract, to a 5/8 inch iron rod with cap found for a common corner of the same, being an angle point in the westerly line of the herein described 243.717 acre tract;

THENCE North $33^{\circ}46'05''$ West, 872.41 feet, continuing, with the common line between said 200 acre tract and said remainder of 116.423 acre tract, to a 5/8 inch iron rod with cap found for the southerly common east corner of said remainder of 116.42 acre tract and that certain called 5.00 acre tract described in instrument to Colby Mangum and Pamela Mangum, recorded under Instrument Number 104335, O.P.R.A.C.T., being an angle point in the westerly line of said 200 acre tract and the herein described 243.717 acre tract;

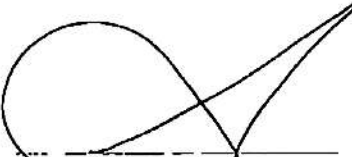
THENCE North $33^{\circ}56'52''$ West, 1012.25 feet, with the easterly line of said 5 acre tract and said remainder of 116.42 acre tract, common to the westerly line of said 200 acre tract, to a 5/8 inch iron rod with cap found for a common corner of said 200 acre tract and said remainder of 116.42 acre tract, being an angle point in the westerly line of the herein described 243.717 acre tract;

THENCE North 33°42'24" West, 315.99 feet, with the common line between said 200 acre tract and said remainder of 116.42 acre tract, to the **POINT OF BEGINNING** and containing a computed area of 243.717 acres of land within this Field Note Description.

This Field Note Description was prepared from a survey performed on the ground on October 8, 2024, by Texas Professional Surveying, LLC., Registered Professional Land Surveyors and referenced to Survey Drawing Project 38365.

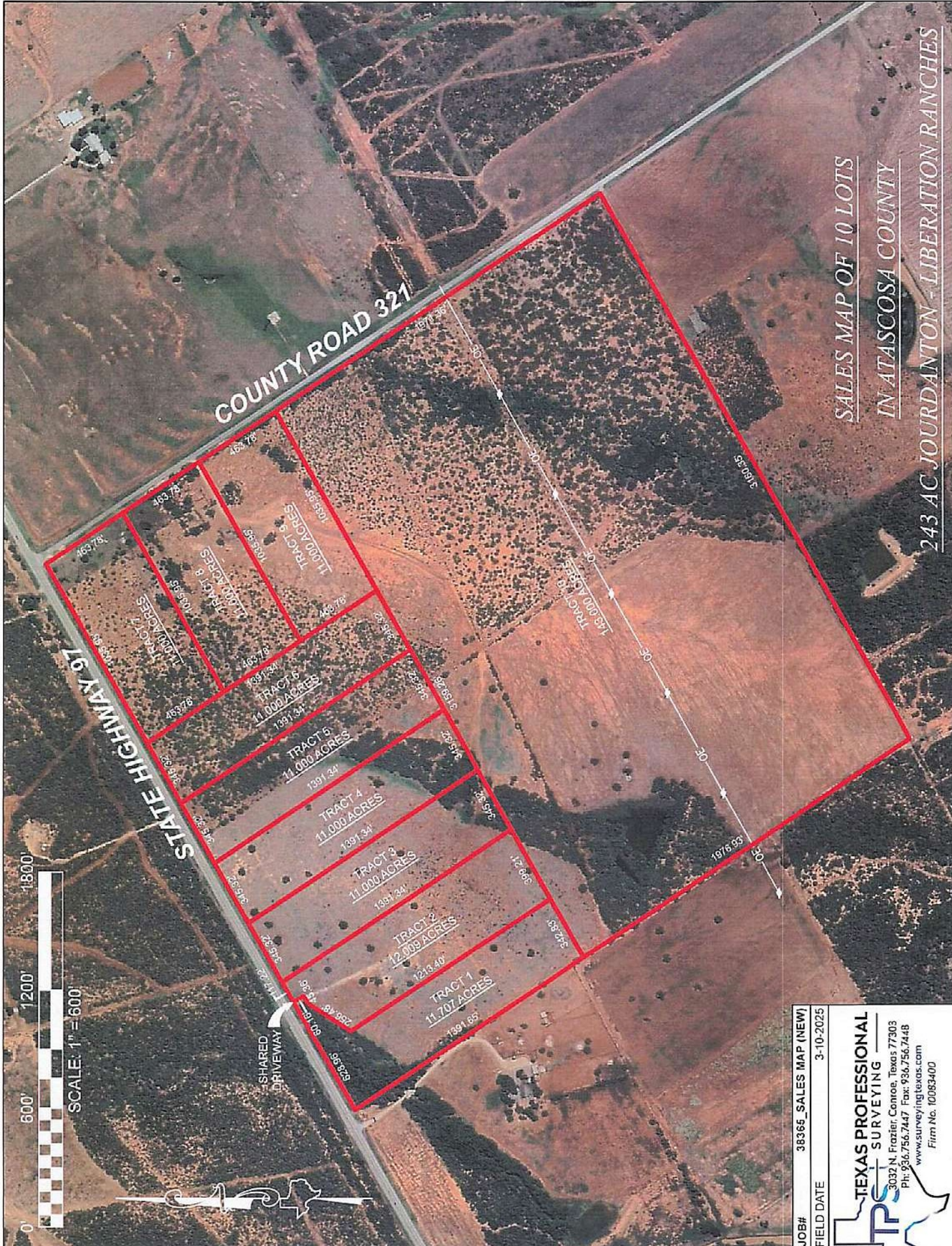
All coordinates, bearings, distances, and areas shown hereon are grid measurements based on GPS observations and referenced to the North American Datum 1983 (NAD83), Texas State Plane Coordinate System, Central Zone, U.S. Survey Feet.

October 16, 2024
Date



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

RECORD'S MEMORANDUM: AT THIS TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION. ALL BLACKOUTS, ADDITIONS AND CHANGES WERE PRESENT AT THE TIME THE INSTRUMENT WAS FILED AND RECORDED.



SALES MAP OF 10 LOTS
IN ATASCOSA COUNTY
243 AC JOURDANTON - LIBERATION RANCHES

JOB# 38365_SALES MAP (NEW)
 FIELD DATE 3-10-2025

TPS
TEXAS PROFESSIONAL SURVEYING
 3032 N. Frazier, Comroe, Texas 77303
 Ph: 936.756.7447 Fax: 936.756.7448
 www.surveyingtexas.com
 Firm No. 10083400

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 10 tracts of land out of an original 243.717 acres, more or less, described in a Deed, Instrument Number 247387, Official Public Records, Atascosa County, Texas, and being currently owned by Hawthorne Land, LLC, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that all tracts are being divided as 10+ acre tracts. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the ____ day of _____, 2025.

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

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

**AGENDA REQUEST
(GENERAL)**

Agenda Item 13.

Meeting Date: 04/28/2025
Item Title: Exception - Ducote County Road 422
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 Certificate of Exception for Robert & Tammy Ducote on County Road 422 in
Development: Precinct 3.

ATTACHMENTS

Ducote - Registration for Division of Land
Ducote - Deed
Ducote - Layout
Ducote - Certificate of Exception



Registration for Division of Land in Atascosa County

I, Tammy Ducote, am the owner of the attached filed division of land located at County Road 422 (See Below) (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

BEING 75.387 acres, more or less, out of the I.& G. N. Railroad Survey, Abstract 492 and the E.B. Brown Survey, Abstract 1653 in Atascosa County, Texas,

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

Agricultural Use

Family

10+ Acres

Veterans Land Board

State Agency

Political Subdivision

Divided into two parts

All parts to original owner



Date: 4/22/2025

Signature:

Tammy Ducote

Printed Name:

Tammy Ducote

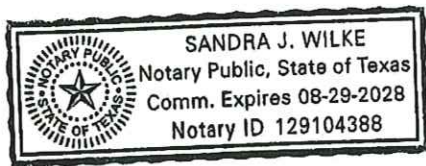
ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF Aransas

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

GIVEN under my hand and seal of office this April 22, 2025.



Sandra J. Wilke

Notary Public, in and for
State of Texas



10 pgs
WDVL

209323

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

Warranty Deed with Vendor's Lien

Date: November 20, 2020

Grantor: Steve Schulz and Kathryn L. Schulz, a married couple

Grantor's Mailing Address:

Steve Schulz and Kathryn L. Schulz
310 Neal Rd.
San Antonio, TX 78264

Grantee: Robert I. Ducote and Tammy R. Ducote, a married couple

Grantee's Mailing Address:

Robert I. Ducote and Tammy R. Ducote
1676 CR 328
Jourdanton, TX 78026
Atascosa County

Consideration: Cash and a note executed by Grantee and payable to the order of Capital Farm Credit, ACA, as agent/nominee in the principal amount of TWO HUNDRED THOUSAND AND NO/100 DOLLARS (\$200,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Capital Farm Credit, ACA, as agent/nominee and by a first-lien deed of trust from Grantee to Ben R. Novosad, Trustee.

Property (including any improvements):

BEING 75.387 acres, more or less, out of the I. & G. N. Railroad Survey, Abstract 492 and the E.B. Brown Survey, Abstract 1653 in Atascosa County, Texas, being described as Tracts 1, 2, 3 and 4 as follows:

TRACT 1: BEING a 22.507 acre tract situated in and being part of Farm Tracts 105 and 108 of Block 13 and Farm Tracts 106 and 110, Block 15 of the Charles F. Simmons 95,000 acre subdivision recorded in Volume 37 of the Deed Records, situated in the E.B. Brown Survey, A-1653 and the I. & G.N. Railroad Survey, A-492, Atascosa County, Texas. Said 22.507 acre tract is part of a tract called 172.687 acres in conveyance from William R. Myers, Independent Administrator of the Estate of Ellis Edwin Crabb, Jr. to Michael V. Stewart, dated July 26, 2005, recorded in County Clerk's File No. 75414 of

the Official Public Records of said County and being described by metes and bounds in the Exhibit "A" attached hereto and made a part hereof.

TRACT 2: BEING a 20.473 acre tract situated in and being part of Farm Tracts 109 of Block 13 and Farm Tract 110 and part of 115-1/2, Block 15 of the Charles F. Simmons 95,000 acre subdivision recorded in Volume 37 of the Deed Records, situated in the I.& G.N. Railroad Survey, A-492 and the E.B. Brown Survey, A-1653, Atascosa County, Texas. Said 20.473 acre tract is comprised of part of a tract called 172.687 acres in conveyance from William R. Myers, Independent Administrator of the Estate of Ellis Edwin Crabb, Jr. to Michael V. Stewart, dated July 26, 2005, recorded in County Clerk's File No. 75414 of the Official Public Records of said County and being described by metes and bounds in the Exhibit "A" attached hereto and made a part hereof.

TRACT 3: BEING a 22.183 acre tract situated in and being part of Farm Tracts 110 and 115-1/2 of Block 15 and Farm Tracts 115 and 117 of Block 13 of the Charles F. Simmons 95,000 acre subdivision recorded in Volume 37 of the Deed Records, situated in the E.B. Brown Survey, A-1653 and the I.& G.N. Railroad Survey, A-492, Atascosa County, Texas. Said 22.183 acre tract is part of a tract called 172.687 acres in conveyance from William R. Myers, Independent Administrator of the Estate of Ellis Edwin Crabb, Jr. to Michael V. Stewart, dated July 26, 2005, recorded in County Clerk's File No. 75414 of the Official Public Records of said County and being described by metes and bounds in the Exhibit "A" attached hereto and made a part hereof.

TRACT 4: BEING a 10.224 acre tract being that tract called Farm Tract 114, Block 13 of the Charles F. Simmons 95,000 acre subdivision plat recorded in Volume 37 of the Deed Records, situated in the E.B. Brown Survey, A-1653 and the I.& G.N. Railroad Survey, A-492, Atascosa County, Texas and being described by metes and bounds in the Exhibit "A" attached hereto and made a part hereof.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: All presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2021, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes. The Exceptions to Conveyance and Warranty shall include the following to the extent they validly exist:

1. Restrictive covenants of record in Clerk's File No. 79874 of the Official Public Records of Atascosa County, Texas.
2. Terms and conditions of that certain Oil, Gas and Mineral Lease dated October 16, 1959 executed by James J. Leahy and wife, Helen, recorded at Vol. 271, Page 598 of the Deed Records of Atascosa County, Texas.
3. Terms and conditions of that certain Oil, Gas and Mineral Lease dated February 3, 1969

executed by James J. Leahy and wife, Helen D. Leahy to Humble Oil & Refining Co., recorded at Vol. 343, Page 362 of the Deed Records of Atascosa County, Texas.

4. Easement for Underground Facilities dated September 12, 1978 executed by Verna Crabb to Southwestern Bell Telephone Company, recorded at Vol. 497, Page 143 of the Deed Records of Atascosa County, Texas.

5. Easement for Underground Facilities dated September 12, 1978 executed by Verna Crabb to Southwestern Bell Telephone Company, recorded at Vol. 497, Page 145 of the Deed Records of Atascosa County, Texas.

6. Terms and conditions of that certain Oil, Gas and Mineral Lease dated September 10, 2001 executed by J. D. Leahy to EOG Resources, Inc., recorded at Vol. 189, Page 559 of the Official Public Records of Atascosa County, Texas.

7. Terms and conditions of those certain Deed Restrictions recorded under Clerk's File No. 79874 of the Official Public Records of Atascosa County, Texas, including, but not limited to the following: a) 80' minimum setback from road; b) 100' setback from side property; and c) utility easements.

8. Terms and conditions of that certain mineral and/or royalty reservation retained in instrument dated June 13, 2006 executed by James Devereaux Leahy, Individually and as Trustee of the Leahy Family Trust to Michael V. Stewart, recorded under Clerk's File No. 82814 of the Official Public Records of Atascosa County, Texas.

9. Terms and conditions of that certain mineral and/or royalty reservation retained in Warranty Deed with Vendor's Lien dated November 27, 2006 executed by Michael V. Stewart to Steve Schulz, recorded on November 17, 2006 under Clerk's File No. 86379 of the Official Public Records of Atascosa County, Texas.

10. Terms and conditions of that certain Memorandum of Oil, Gas and Mineral Lease dated December 23, 2008, executed by Michael V. Stewart to Virtex Producing Company, L.P., recorded under Clerk's File No. 108397 of the Official Public Records of Atascosa County, Texas; said Lease being amended and ratified by instrument recorded under Clerk's File No. 125887 of the Official Public Records of Atascosa County, Texas.

11. Terms and conditions of that certain Memorandum of Oil and Gas Lease dated December 23, 2013, executed by Michael V. Stewart and Michelle G. Stewart to Abraxas Petroleum Corporation, recorded under Clerk's File No. 148239 of the Official Public Records of Atascosa County, Texas; such Lease being ratified by instrument recorded under Clerk's File No. 148384 of the Official Public Records of Atascosa County, Texas.

12. Designation of Pooled Unit, Snake Eyes Unit, as described in instrument dated February 10, 2013 executed by Abraxas Petroleum Corporation and recorded February 18, 2014 under Clerk's File No. 149305 of the Official Public Records of Atascosa County, Texas. Said instrument being corrected by instrument dated February 26, 2014, recorded under Clerk's File No. 149720

of the Official Public Records of Atascosa County, Texas; corrected by Second Correction dated March 25, 2014, recorded under Clerk's File No. 150757 of the Official Public Records of Atascosa County, Texas, and corrected by Third Correction dated September 16, 2019, but effective October 4, 2013, recorded under Clerk's File No. 199269 of the Official Public Records of Atascosa County, Texas

13. Right Of Way Easement dated February 25, 2014 executed by Steve Schulz and Kathryn Schulz for Abraxas Petroleum Corp. to Karnes Electric Cooperative, Inc., recorded under Clerk's File No. 150731 of the Official Public Records of Atascosa County, Texas.

14. Non-Exclusive Pipeline and Right-Of-Way and Easement dated April 28, 2014 executed by Steve Schulz and Kathryn Schulz to Abraxas Petroleum Corporation recorded under Clerk's File No. 151932 of the Official Public Records of Atascosa County, Texas.

15. Right Of Way Easement dated June 11, 2014 executed by Steve Schulz and Kathryn Schulz to Karnes Electric Cooperative, Inc., recorded under Clerk's File No. 154427 of the Official Public Records of Atascosa County, Texas.

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


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

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

Capital Farm Credit, ACA, as agent/nominee, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Capital Farm Credit, ACA, as agent/nominee and are transferred to Capital Farm Credit, ACA, as agent/nominee without recourse against Grantor.

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

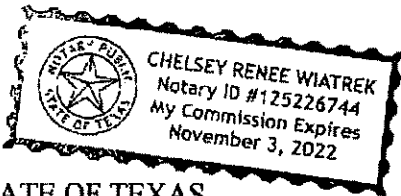

Steve Schulz



Kathryn L. Schulz

STATE OF TEXAS)

COUNTY OF ATASCOSA)

This instrument was acknowledged before me on November 20, 2020, by Steve Schulz.

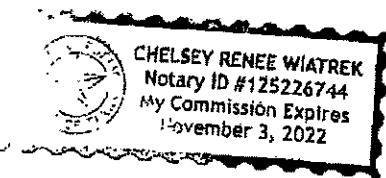


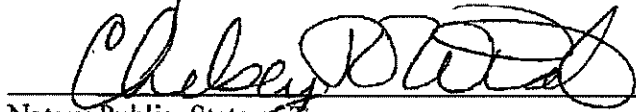

Notary Public, State of Texas
My commission expires: _____

STATE OF TEXAS)

COUNTY OF ATASCOSA)

This instrument was acknowledged before me on November 20, 2020, by Kathryn L. Schulz.




Notary Public, State of Texas
My commission expires: _____

AFTER RECORDING RETURN TO:

Reliable Title Company
433 West Oaklawn
Pleasanton, TX 78064

EXHIBIT "A"

TRACT 1:

Being a 22.507 ACRE TRACT situated in and being part of Farm Tracts 106 and 108 of Block 13 and Tracts 108 and 110, Block 18 of the Charles E. Simmons 95,000 Acre Subdivision recorded in Volume 37 of the Deed Records, situated in the E.B. Brown Survey, A-1653 and the I. & G.N. Railroad Survey, A-492, Atascosa County, Texas. Said 22.507 ACRE TRACT is part of a tract called 172.887 acres in conveyance from William R. Myers, Independent Administrator of The Estate of Ella Edwin Crabb, Jr. to Michael V. Stewart, dated July 28, 2005, recorded in County Clerk File No. #76414 and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch diameter rebar set with cap (B&A) marking the northwest corner of the tract herein described, same being the southwest corner of a 43.265 acre tract this day surveyed by me. Said point bears S 00°22'30" W, 1216.73 feet from the northwest corner of said 172.887 acre tract. Said rebar lying in the west line of said 172.887 acre tract, marking the approximate location of the common line of the E.B. Brown Survey, A-1653 and the J. Poltevant Survey, A-988.

THENCE with the north line of the tract herein described, same being the south line of said 43.265 acre tract this day surveyed by me as follows:

EAST at 362.84 feet a 1/2 inch diameter rebar set with cap (B&A), at 719.89 feet a 1/2 inch diameter rebar set with cap (B&A), at 1022.79 feet a 1/2 inch diameter rebar set with cap (B&A) and at 1335.84 feet a 1/2 inch diameter rebar set with cap (B&A), and

N 68°00'30" E at 870.86 feet a 1/2 inch diameter rebar set with cap (B&A), at 1224.71 feet a 1/2 inch diameter rebar set with cap (B&A) and at 1710.01 feet a fence corner marking the northeast corner of the tract herein described, same being the southeast corner of said 43.265 acre tract, lying in the common line of said 172.887 acre tract and County Road 422;

THENCE with a fence along the southeast line of the tract herein described, same being a segment of the common line of said 172.887 acre tract and said County Road 422 as follows:

S 38°02'48" W, 483.41 feet (called S 36°52'48" W, 483.41 feet), and

S 42°59'13" W (called S 42°59'13" W), 35.27 feet to a 1/2 inch diameter rebar set with cap (B&A)

marking the southeast corner of the tract herein described, same being the northeast corner of 30.897 acre tract this day surveyed by me;

THENCE with the south line of the tract herein described, into and across said 172.887 acre tract along the north line of said 30.897 acre tract, **WEST** at 374.24 feet a 1/2 inch diameter rebar set with cap (B&A), at 748.60 feet a 1/2 inch diameter rebar set with cap (B&A), at 1112.11 feet a 1/2 inch diameter rebar set with cap (B&A), at 1498.95 feet a 1/2 inch diameter rebar set with cap (B&A), at 1907.23 feet a 1/2 inch diameter rebar set with cap (B&A), at 2310.29 feet a 1/2 inch diameter rebar set with cap (B&A) and at 2736.10 feet a 1/2 inch diameter rebar set with cap (B&A) marking the southwest corner of the tract herein described, same being the northwest corner of said 30.897 acre tract, lying in the west line of said 172.887 acre tract and marking the approximate location of the common line of the E.B. Brown, A-1653 and the J. Poltevant Survey, A-988;

THENCE with the west line of the tract herein described, same being a segment of the west line of said 172.887 acre tract along a segment of the common line of said E.B. Brown Survey, A-1653 and the J. Poltevant Survey, A-988, **N 00°22'38" W**, 326.59 feet to the **PLACE OF BEGINNING** and containing **22.507 ACRES OF LAND.**

TRACT 2:

Being a 20.473 ACRE TRACT situated in and being comprised of part of Farm Tract 109 of Block 13 and Farm Tract 110 and part of 115 1/4, Block 18 of the Charles E. Simmons 95,000 Acre Subdivision recorded in Volume 37 of the Deed Records, situated in the I. & G.N. Railroad Survey, A-492 and the E.B. Brown Survey, A-1663, Atascosa County, Texas. Said 20.473 ACRE TRACT is comprised of part of a tract called 172.887 Acres in conveyance from William R. Myers, Independent Administrator of the Estate of Ellis Edwin Crabb, Jr. to Michael V. Stewart, dated July 28, 2008, recorded in County Clerk File No. 75414 of the Official Records of said County and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch diameter rebar set with cap (B&A) marking the west most southwest corner of the tract herein described, same being a west corner of said 172.887 acre tract, being the northwest corner of a tract called 10.224 Acres (Tract 114) of said Charles E. Simmons 95,000 Acre Subdivision in conveyance from William R. Myers, Independent Administrator of the Estate of Ellis Edwin Crabb, Jr. to Michael V. Stewart, dated July 28, 2008, and marking the approximate location of the common line of the E.B. Brown Survey, A-1663 and the J. Polkavent Survey, A-966.

THENCE with the west line of the tract herein described, same being a segment of the west line of said 172.887 acre tract along a segment of the common line of the E.B. Brown Survey, A-1663 and the J. Polkavent Survey, A-966, N 00°22'30" E, 276.87 feet (called N 00°22'30" E) to a 1/2 inch diameter rebar set with cap (B&A) marking the northwest corner of the tract herein described, same being the approximate corner of the common corners of Farm Tract 109 and Farm Tract 108;

THENCE with the north line of the tract herein described, into and across said 172.887 acre tract, same being the approximate location of the common line of Farm Tract 109 and Farm Tract 108, Block 13 and Farm Tracts 110 and 108 of Block 18, **EAST** at 425.81 feet a 1/2 inch diameter rebar set with cap (B&A), at 828.87 feet a 1/2 inch diameter rebar set with cap (B&A), at 1239.15 feet a 1/2 inch diameter rebar set with cap (B&A), at 1923.99 feet a 1/2 inch diameter rebar set with cap (B&A), at 2260.60 feet a 1/2 inch diameter rebar set with cap (B&A), at 2634.26 feet a 1/2 inch diameter rebar set with cap (B&A) and at 2,738.10 feet a 1/2 inch diameter rebar set with cap (B&A) marking the northeast corner of the tract herein described, same being the approximate location of the common corner of Farm Tracts 108 and 110, lying in the northwest line of County Road #422;

THENCE with the southeast line of the tract herein described, same being the common line of said Farm Tract 110 with that of said County Road #422 as follows:

S 42°59'13" W, 323.43 feet to a fence post, and
S 43°59'38" W, 419.32 feet (called S 43°59'38" W) to a 1/2 inch diameter rebar set with cap (B&A) marking the southeast corner of the tract herein described, marking the approximate location of the southeast corner of Farm Tract 110, northeast corner of Farm Tract 115 1/4.

THENCE with the south line of the tract herein described, into and across said 172.887 acre tract, **WEST** at 243.08 feet a 1/2 inch diameter rebar set with cap (B&A), at 525.21 feet a 1/2 inch diameter rebar set with cap (B&A) marking the south most southwest corner of the tract herein described, same being a re-entrant corner of said 172.887 acre tract and southeast corner of a tract called 10.224 Acres in conveyance from William R. Myers, Independent Administrator of the Estate of Ellis Edwin Crabb, Jr. to Michael V. Stewart, County Clerk File No. 75670 of the Official Records of Atascosa County, Texas.

THENCE continuing with the south line of the tract herein described, same being a segment of the common line of said 172.887 acre tract and said 10.224 acre tract as follows:

NORTH, 281.69 feet (called North, 281.69 feet) to a 1/2 inch diameter rebar set with cap (B&A) marking a re-entrant corner of the tract herein described, re-entrant corner of said 172.887 acre tract, northeast corner of said 10.224 acre tract, and

WEST, 1700.95 feet (called West, 1700.95 feet) to the **PLACE OF BEGINNING** and containing **20.473 ACRES OF LAND.**

EXHIBIT "A"

TRACT 3:

Being a 22.183 ACRE TRACT situated in and being comprised of part of Farm Tracts 110 and 115 1/4 of Block 15 and Farm Tracts 115 and 117 of Block 13 of the Charles E. Simmons 85,000 Acre Subdivision recorded in Volume 37 of the Deed Records, situated in the E.B. Brown Survey, A-1853 and the I. & G.N. Railroad Survey, A-492, Alameda County, Texas. Said 22.183 ACRE TRACT is part of a tract Called 172.887 Acres in conveyance from William R. Myers, Independent Administrator of the Estate of Ellis Edwin Crabb, Jr. to Michael V. Stewart, County Clerk File No. 78414, dated July 26, 2005 of the Official Records of said County and being described by metes and bounds as follows:

BEGINNING at a 1/2 inch diameter rebar set with cap (B&A) marking the northwest corner of the tract herein described, same being a west corner of said 172.887 acre tract, being the southwest corner of a tract Called 10.224 Acres (Tract 114) in conveyance from William R. Myers, Independent Administrator of the Estate of Ellis Edwin Crabb, Jr. to Michael V. Stewart, dated July 26, 2005, recorded County Clerk File No. 78570, marking the approximate location of the northwest corner of said Farm Tract 115, southwest corner of Farm Tract 114, marking the approximate location of the common line of the E.B. Brown Survey, A-1853 and the J. Pollevent Survey, A-988.

THENCE with a segment of the north line of the tract herein described, same being a segment of the common line of said 172.887 acre tract with that of said 10.224 acre tract, **EAST** at 300.83 feet a 1/2 inch diameter rebar set with cap (B&A), at 600.83 feet a 1/2 inch diameter rebar set with cap (B&A), at 827.61 feet a 1/2 inch diameter rebar set with cap (B&A), at 1305.10 feet a 1/2 inch diameter rebar set with cap (B&A) and at 1702.87 feet a 1/2 inch diameter rebar set with cap (B&A) marking the southeast corner of said 10.224 acre tract, being a re-entrant corner of said 172.887 acre tract, being the approximate location of the northeast corner of said Farm Tract 115, southeast corner of Farm Tract 114;

THENCE continuing with the north line of the tract herein described, into and across said 172.887 acre tract, **EAST** at 282.13 feet a 1/2 inch diameter rebar set with cap (B&A) and at 525.21 feet a 1/2 inch diameter rebar set with cap (B&A) marking the northeast corner of the tract herein described, lying in a fence along the common line of said 172.887 acre tract and County Road #422;

THENCE with a fence along the east line of the tract herein described, same being a segment of the common line of said 172.887 acre tract and said County Road #422, same being a segment of the east line of said Farm Tract 115 1/4 as follows:

S 43°59'38" W (called S 43°59'38" W), 207.00 feet to a fence post,

S 43°49'11" W, 457.38 feet (called S 43°49'11" W, 457.38 feet) to a fence post, and

S 38°17'48" W (called S 38°17'48" W), 8.45 feet to a 1/2 inch diameter rebar set with cap (B&A) marking the southeast corner of the tract herein described;

THENCE with the south line of the tract herein described, into and across said 172.887 acre tract, **WEST** at 271.78 feet a 1/2 inch diameter rebar set with cap (B&A), at 642.84 feet a 1/2 inch diameter rebar set with cap (B&A), at 888.89 feet a 1/2 inch diameter rebar set with cap (B&A), at 1240.37 feet a 1/2 inch diameter rebar set with cap (B&A), at 1507.59 feet a 1/2 inch diameter rebar set with cap (B&A) and at 1788.81 feet a 1/2 inch diameter rebar set with cap (B&A) marking the southwest corner of the tract herein described, lying in the west line of said 172.887 acre tract, marking the approximate location of the common line of the E.B. Brown Survey, A-1853 and the J. Pollevent Survey, A-988. Said rebar bears N 00°22'39" E, 899.40 feet from a 1/2 inch diameter rebar set with cap (B&A) marking the southwest corner of said 172.887 acre tract

THENCE with the west line of the tract herein described, same being a segment of the west line of said 172.887 acre tract along said common survey line, N 00°22'39" E, 454.00 feet to the **PLACE OF BEGINNING** and containing **22.183 ACRES OF LAND.**

EXHIBIT "A"

TRACT 4:

Being a 10.224 ACRE TRACT being that tract Called Farm Tract 114, Block 13 of the Charles E. Simmons 98,000 Acre Subdivision plat recorded in Volume 37 of the Deed Records, situated in the E.E. Brown Survey, A-1663 and the I. & G.N. Railroad Survey, A-492, Atascosa County, Texas and being described by metes and bounds as follows:

BEGINNING at a ½ inch diameter rebar set with cap (B&A) marking the northwest corner of the tract herein described, same being the northwest corner of said Farm Tract 114, being the southwest corner of Farm Tract 108 (called 10 Acres in conveyance from Zora Tops to E.E. and Verna Crabb in Volume 300 at Page 434), marking the approximate location of the common line of the E.E. Brown Survey, A-1663 and the J. Pollevent Survey, A-968. Said rebar bears S 00°22'30" W, 1617.90 feet from a three way fence corner marking the northwest corner of Farm Tract 97, being the northwest corner of the E.E. Brown Survey, A-1663, northeast corner of the L.D. Murphy Survey, A-1229, lying in the south line of the Rayburn Goins Survey, A-343.

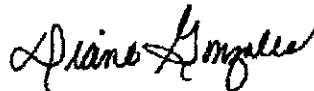
THENCE with the north line of the tract herein described, same being the common line of Farm Tracts 114 and 109, EAST 1700.95 feet (called West 1686.8 feet) to a ½ inch diameter rebar set with cap (B&A) marking the northeast corner of the tract herein described, same being the northeast corner of Farm Tract 114, southeast corner of Farm Tract 108, lying in the west line of Farm Tract 110 (called 10 Acres in conveyance from Zora Tops to E.E. and Verna Crabb in Volume 300 at Page 434), marking the common line of Blocks 13 and 16;

THENCE with the east line of the tract herein described, same being the common line of said Farm Tract 114 and Farm Tract 110, SOUTH 281.59 feet (called 281.7 feet) to a ½ inch diameter rebar set with cap (B&A) marking the southeast corner of the tract herein described, same being the southeast corner of Farm Tract 114, southwest corner of Farm Tract 110, northwest corner of Farm Tract 115½ (called 3.2 Acres in conveyance from Zora Tops to E.E. and Verna Crabb in Volume 300 at Page 434), further described as being the northeast corner of Farm Tract 116 (called 10 Acres in conveyance from Zora Tops to E.E. and Verna Crabb in Volume 300 at Page 434);

THENCE with the south line of the tract herein described, same being the common line of said Farm Tract 114 and Farm Tract 115, WEST 1702.67 feet (called East 1683.4 feet) to a ½ inch diameter rebar set with cap (B&A) marking the southwest corner of the tract herein described, same being the southwest corner of Farm Tract 114, northwest corner of Farm Tract 115, marking the approximate location of the common line of the E.E. Brown Survey, A-1663 and the J. Pollevent Survey, A-968;

THENCE with the west line of the tract herein described, same being the west line of said Farm Tract 114 along said common survey line, N 00°22'30" E (called N 00°42' W), 281.70 feet to the PLACE OF BEGINNING and containing 10.224 ACRES OF LAND.

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Diane Gonzales, County Clerk
Atascosa County Texas

November 24, 2020 02:49.13 PM

FEE: \$58.00 LCASTANEDA **209323**

WDVL

RECORD'S MEMORANDUM

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black outs, additions and changes were present at the time the instrument was filed and recorded.



Division Type Definitions:

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

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

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

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

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

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

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

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

HIDDEN LN

470 FT

460 FT

450 FT

MOBILE HOMES NOT ALLOWED

COUNTY RD 422

460 FT

11 ACRES TRACT 1

\$110,000

460 FT

11.2 ACRES TRACT 3

\$100,000

ELECTRICAL EASEMENT

13 ACRES TRACT 2

\$130,000

\$100,000

11.8 ACRES TRACT 4

\$100,000

COUNTY RD 422

440 FT

440 FT

430 FT

440 FT

440 FT

440 FT

COUNTY RD 422

440 FT

FT

CERTIFICATE OF PLAT EXCEPTION

THE STATE OF TEXAS

COUNTY OF ATASCOSA

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the surveys attached hereto as Exhibit A as being approximately 4 tracts of land out of an original 75.387 acres, more or less, described in a Deed, Instrument Number 209323, Official Public Records, Atascosa County, Texas, and being currently owned by Robert & Tammy Ducote, is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that all tracts are being divided as 10+ acre tracts. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the ____ day of _____, 2025.

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

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

**AGENDA REQUEST
(GENERAL)**

Agenda Item 14.

Meeting Date: 04/28/2025
Item Title: Exception - Founds County Road 329
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

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

ATTACHMENTS

Foulds - Certificate
Foulds - Registration Packet

CERTIFICATE OF PLAT EXCEPTION

**THE STATE OF TEXAS
COUNTY OF ATASCOSA**

It is the order of the Commissioners Court of Atascosa County, Texas that the tract of land shown on the survey attached hereto as Exhibit A as being approximately three tracts out of 25 acres, more or less, described in a Warranty Deed, Instrument Number 126655, Official Public Records, Atascosa County, Texas, and being currently owned by Alvin Foulds is excepted from platting requirements. This exception is based on Article IV of the Atascosa County Subdivision Regulations and based on the fact that the lot is being divided for family only. Owners acknowledge and agree that all the lot shall remain subject to on-site wastewater rules and development permit requirements of the County and acknowledge and agree that should further subdivision occur or additional roads servicing more than one tract constructed, a new application for subdivision must be filed.

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

It is therefore ORDERED that this certificate of exception be issued and presented to the County Clerk for certifying that the division of land mentioned above is excepted from platting requirements, by Commissioners Court on this the ____ day of _____, 2025.

County Judge, Atascosa County, Texas

Commissioner Precinct No. 1

Commissioner Precinct No. 2

Commissioner Precinct No. 3

Commissioner Precinct No. 4

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



Procedures for Registration of Division of Land in Atascosa County

An Owner whose division of land is excepted from the platting requirements of these regulations shall register the division with the County Clerk and submit the following to the Atascosa County Clerk:

- A duplicate copy of the recorded conveyance instrument, with legible metes and bounds description attached thereto.
- A survey of sketch showing the boundaries of the Lots, adjacent roads and adjacent property owners. This may be on tax parcel maps or any other map that allows County staff to clearly determine the necessary information.
- An executed registration form (provided below) to acknowledge that all Lots remain subject to the on-site wastewater rules and development permit requirements of the County.
- An Certificate of Plat Exception executed by Commissioners Court



Registration for Division of Land in Atascosa County

I Alvin Foulds, am the owner of the attached filed division of land located at CHUPICK-LA PARITA COLONY FARMS, LOT PT OF 32, ACRES 25.00 (legal description). I have had the division of land reviewed by the Rural Development Office and they have determined the division of land is excepted from the platting requirements of Atascosa County, Texas. I acknowledge that the property as described in the filed plat description are subject to all on-site wastewater permit requirements and other development permit requirements of Atascosa County and further division of the land will need to be submitted to the Atascosa County Attorney's office for review. I acknowledge that I may apply for a Certificate of Exemption through the Atascosa County Commissioners Court.

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

Agricultural Use

Family

10+ Acres

Veterans Land Board

State Agency

Political Subdivision

Divided into two parts

All parts to original owner



Date: 4-4-2025

Signature: *Alvin Foulds*

Printed Name: Alvin Foulds

ACKNOWLEDGMENT

STATE OF TEXAS

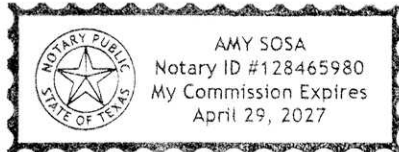
COUNTY OF Atascosa

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

GIVEN under my hand and seal of office this April 4, 2025.

Amy Sosa

Notary Public, in and for
State of Texas





Division Type Definitions:

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

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

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

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

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

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

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

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



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

Warranty Deed with Vendor's Lien

Date: November 1, 2011

Grantor: Rhonda J. Shelton

Grantor's Mailing Address:

Rhonda J. Shelton

Medina County

Grantee: Alvin Foulds

Grantee's Mailing Address:

Alvin Foulds
465 CR 329 Jourdanton, Texas 78026
Atascosa County

Consideration:

Grantee's assumption of and agreement to pay, according to the note's terms, the unpaid principal and earned interest on the note in the original principal sum of THIRTY SIX THOUSAND AND NO/100 DOLLARS(\$36,000) dated November 15, 1998 executed by Rhonda J. Shelton and Alvin F. Foulds, and payable to the order of Norman Borth, et al. The note is secured by an express vendor's lien and superior title retained in a deed dated November 15, recorded in Volume 106, Page 103 of the real property records of Atascosa County, Texas, and additionally secured by a deed of trust dated November 15, 1998, from Alvin F. Foulds and Rhonda J. Shelton to Norman Borth et al., James Andrus trustee. As further consideration Grantee promises to keep and perform all the covenants and obligations of the grantor named in that deed of trust and to indemnify, defend, and hold Grantor harmless from any loss, attorney's fees, expenses, or claims attributable to a breach or default of any provision of this assumption by Grantee. Grantor assigns to Grantee any funds on deposit for payment of taxes and insurance premiums.

Property (including any improvements):

BEING 25 00 acres of land, more or less, out of Tract 32, La Parita Colony Farms, Atascosa County, Texas, as recorded on Sheet 19A NPC, Plat Records, Atascosa County, Texas. Said 25 00 Acres being more particularly by metes and bounds as follows

BEGINNING at an 1/2" iron pin set in County Road No. 329, for the southwest corner of this tract. Said southwest corner being North 840.555 feet from the southwest corner of Tract 32 and the northwest corner of Tract 33

THENCE NORTH, 447 10 feet along the west line of Tract 32, to a 1/2" iron pin set, for the

northwest corner of this tract

THENCE EAST, passing the east fence line of County Road No 329 at 9 7 feet, a fence line at 2405.1 and a total distance of 2435 70 feet, to a point, for the northeast corner of this tract

THENCE SOUTH, 447.10 feet along the east line of Tract 32, to a point, for the southeast corner of this tract.

THENCE WEST, passing a fence line at 31.8 feet, the east fence line of County Road No. 329 at 2425 0 feet and a total distance of 2435 70 feet, to the POINT OF BEGINNING

The bearings recited herein are based on corners of Tract 32.

SAVE AND EXCEPT, and there is hereby reserved unto Grantors, their heirs and assigns, an undivided one-fourth (1/4th) interest in all of the oil, gas and other minerals in and under and that may be produced from the above property for a period of twenty (20) years from the date hereof and for so long thereafter as oil, gas or other minerals are produced from the above described property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom

TO HAVE AND TO HOLD the Property together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantees and their respective heirs, executors, administrators and assigns forever, subject to the matters herein stated, and Grantors do hereby bind themselves, their respective heirs, executors, unto Grantees and their respective heirs, executors, administrators and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LEIN, as well as the superior title in and to the Property is retained against the Property until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this deed shall become absolute.

Reservations and Exceptions to Conveyance and Warranty:

This conveyance and the hereinafter warranty are made expressly subject to easements, rights of way and prescriptive rights, whether of record or not, all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral and royalty severances and other instruments that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary, and discrepancies, conflicts, or shortages in area or boundary lines; and any encroachments or overlapping of improvements

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

The first and superior vendor's lien against and superior title to the Property are retained in

this deed to secure Grantee's assumption of the note. Grantee's assumption of the note is also secured by a deed of trust to secure assumption of even date, from Grantee to James Andrus, trustee. If default occurs in payment of the assumed note or in observance of any covenant or condition of any instrument securing the assumed note, Grantor and the holder of the assumed note each have the independent right to foreclose the vendor's lien. However, as between the two holders of the vendor's lien, Grantor's rights, title, and interest are subordinate to the rights, title, and interest of the holder of the assumed note. Cancellation of the assumed note and release of the liens securing it will release the liens securing the assumption, including the vendor's lien and deed of trust to secure assumption, without specific reference to them or the joinder of Grantor

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

Rhonda J Shelton Godin
Rhonda J Shelton

Alvin Foulds
Alvin Foulds

STATE OF TEXAS)

COUNTY OF Uvalde)

This instrument was acknowledged before me on November 18, 2011, by Rhonda J. Shelton

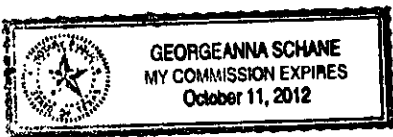


Beth M. Smith
Notary Public, State of Texas
My commission expires. 3-31-2013

STATE OF TEXAS)

COUNTY OF ATASCOSA)

This instrument was acknowledged before me on November 21, 2011, by Alvin Foulds



Georgeanna Schane
Notary Public, State of Texas

AFTER RECORDING RETURN TO

Alvin Foulds
465 CR 329
Jourdanton, Texas 78026

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Diane Gonzales
November 21, 2011 09:49:32 AM 126655
FEE \$24.00

Diane Gonzales County Clerk
Atascosa County TEXAS

STATE OF
MISSISSIPPI
JAN 11 2015

MISSISSIPPI
COMMISSIONER OF
REVENUE
JAN 11 2015

METES AND BOUNDS

Being 23.00 acres of land, more or less, out of Lot 32 of Chupick's La Parita Colony Farms, Atascosa County, Texas, according to the plat recorded on Sheet 19A, NPC, Plat Records, Atascosa County, Texas, and being out of that certain 25.00 acres conveyed to Alvin Foulds described in Warranty Deed with Vendor's Lien recorded in Document No. 126655, Official Public Records, Atascosa County, Texas, said 23.00 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the southwest corner of this 23.00 acres, same being the southwest corner of said Foulds 25.00 acres and the northwest corner of the Ricardo Arredondo, et ux, 22.00 acres (Volume 120, Page 491), same also being on the East Right-of-Way of C.R. 329 and the **POINT OF BEGINNING**;

THENCE along the East Right-of-Way of said C.R. 329, North 00 degrees 15 minutes 51 seconds West (called North), a distance of 447.10 feet to a 1/2 inch iron rod found for the northwest corner of this 23.00 acres, same being the northwest corner of said Foulds 25.00 acres and the southwest corner of the Ricardo Arredondo, et ux, 25.00 acres (Volume 116, Page 88);

THENCE along the line common to this 23.00 acres and said Arredondo 25.00 acres, North 89 degrees 44 minutes 09 seconds East (called East), a distance of 2136.07 feet to a 1/2 inch iron rod capped WALs set for the northeast corner of this 23.00 acres;

THENCE departing the North line of and severing said Foulds 25.00 acres the following courses and distances:

South 00 degrees 34 minutes 43 seconds East, a distance of 277.45 feet to a 1/2 inch iron rod capped WALs set for an angle corner;

South 89 degrees 44 minutes 03 seconds West, a distance of 272.88 feet to a 1/2 inch iron rod capped WALs set for the East corner of this 23.00 acres, same being on the West line of Mysti Lane (60 foot Ingress/Egress easement – Document 95526) and the West line of the Max C. Hug, Jr., et ux 26.995 acres (Document No. 243995 – "Tract I");

THENCE along the line common to this 23.00 acres and said Hug 26.995 acres, South 00 degrees 34 minutes 43 seconds East (called South), a distance of 85.39 feet to a 1/2 inch iron rod found for an angle corner of this 23.00 acres, same being the southwest corner of said Hug 26.995 acres and the northwest corner of the Augustin Hernandez, Jr., et ux 27.00 acres (Document No. 139768);

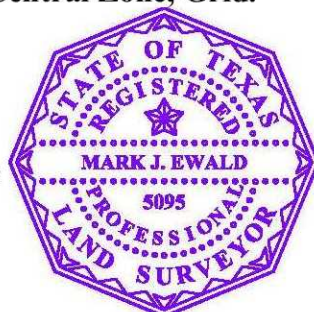
THENCE along the line common to this 23.00 acres and said Hernandez 27.00 acres, South 00 degrees 37 minutes 24 seconds East (called South), a distance of 84.27 feet to a 1/2 inch iron rod capped WALs set for the southeast corner of this 23.00 acres, same being the southeast corner of said Foulds 25.00 acres and the northeast corner of said Arredondo 22.00 acres;

THENCE along the line common to this 23.00 acres and said Arredondo 22.00 acres, South 89 degrees 44 minutes 09 seconds West (called West), a distance of 2411.47 feet (called 2435.70 feet) to the **POINT OF BEGINNING**, and containing 23.00 acres of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings Shown hereon are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.



Mark J. Ewald
Registered Professional Land Surveyor
Texas Registration No. 5095
March 13, 2025

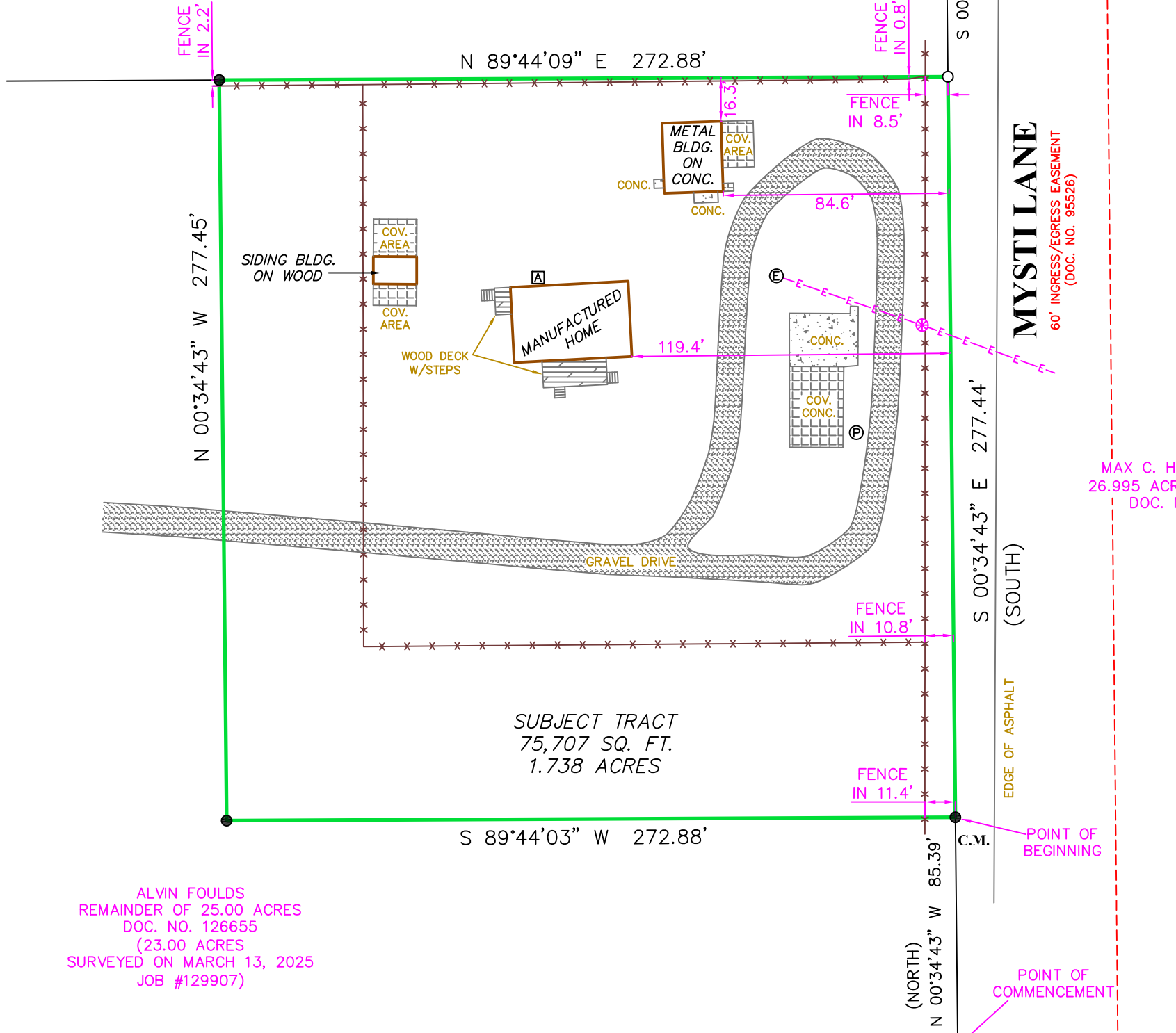




SCALE: 1"=50'

RICARDO ARREDONDO, ET UX
25.00 ACRES
VOL. 116, PG. 88

BILLY A. THOMPSON, ET UX
27.00 ACRES
DOC. NO. 95527



SUBJECT TRACT
75,707 SQ. FT.
1.738 ACRES

ALVIN FOULDS
REMAINDER OF 25.00 ACRES
DOC. NO. 126655
(23.00 ACRES
SURVEYED ON MARCH 13, 2025
JOB #129907)

MAX C. HUG, JR., ET UX
26.995 ACRES - "TRACT 1"
DOC. NO. 243995

AUGUSTIN HERNANDEZ, JR., ET UX
27.00 ACRES
DOC. NO. 139768

NOTE:
PRIOR SURVEY (WESTAR JOB NO. 129907) WAS USED FOR REFERENCE.

NOTE:
BEARINGS SHOWN HEREON ARE BASED ON ACTUAL GPS OBSERVATIONS, TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE, GRID.

NOTE:
NO RESTRICTIVE COVENANTS OF RECORD WERE FOUND.

NOTE:
THE SIGNING SURVEYOR WAS NOT PROVIDED A CURRENT TITLE COMMITMENT AND THERE MAY BE EASEMENTS, RIGHTS OF WAY OR OTHER INSTRUMENTS OF RECORD WHICH MAY AFFECT THIS PROPERTY WHICH ARE NOT SHOWN ON THE FACE OF THIS SURVEY.

THIS SURVEY IS
ACKNOWLEDGED AND
IS ACCEPTED:



FLOOD ZONE INTERPRETATION: IT IS THE RESPONSIBILITY OF ANY INTERESTED PERSONS TO VERIFY THE ACCURACY OF FEMA FLOOD ZONE DESIGNATION OF THIS PROPERTY WITH FEMA AND STATE AND LOCAL OFFICIALS, AND TO DETERMINE THE EFFECT THAT SUCH DESIGNATION MAY HAVE REGARDING THE INTENDED USE OF THE PROPERTY. The property made the subject of this survey appears to be included in a FEMA Flood Insurance Rate Map (FIRM), identified as Community No. 48013C, Panel No. 0475 C, which is Dated 11/4/2010. By scaling from that FIRM, it appears that all or a portion of the property may be in Flood Zone(s) X. Because this is a boundary survey, the surveyor did not take any actions to determine the Flood Zone status of the surveyed property other than to interpret the information set out on FEMA's FIRM, as described above. THIS SURVEYOR DOES NOT CERTIFY THE ACCURACY OF THIS INTERPRETATION OF THE FLOOD ZONES, which may not agree with the interpretations of FEMA or State or local officials, and which may not agree with the tract's actual conditions. More information concerning FEMA's Special Flood Hazard Areas and Zones may be found at <https://msc.fema.gov/portal>.

Property Address:
465 C.R. 329
Property Description:
Being 1.738 acres of land, more or less, out of Lot 32 of Chupick's La Parita Colony Farms, Atascosa County, Texas, according to the plat recorded on Sheet 19A, NPC, Plat Records, Atascosa County, Texas, and being out of that certain 25.00 acres conveyed to Alvin Foulds described in Warranty Deed with Vendor's Lien recorded in Document No. 126655, Official Public Records, Atascosa County, Texas, said 1.738 acres being more particularly described by metes and bounds attached hereto.
Owner:
T.B.D.

FIRM REGISTRATION NO.
1011700

LAND SURVEYORS, LLC.
P.O. BOX 1645 BOERNE, TEXAS 78006
PHONE (210) 372-9500 FAX (210) 372-9999

LEGEND

- = SET 1/2" IRON ROD CAPPED WALS
- = FOUND 1/2" IRON ROD
- () = RECORD INFORMATION
- C.M. = CONTROLLING MONUMENT
- ⊕ = POWER POLE
- ⊙ = ELECTRIC METER POLE
- E— = OVERHEAD ELECTRIC
- ⊠ = A/C PAD
- Ⓟ = PROPANE
- x— = WIRE FENCE

DWG: **AJS** RVD: **MJE**

I, MARK J. EWALD, Registered Professional Land Surveyor, State of Texas, certify that the above plat represents an actual survey made on the ground under my supervision, and that my professional opinion is that there are no discrepancies, conflicts, shortages in area or boundary lines, or any encroachment or overlapping of improvements, except as may appear herein, to the best of my knowledge and belief.

MARK J. EWALD
Registered Professional Land Surveyor
Texas Registration No. 5095

METES AND BOUNDS

Being 1.738 acres of land, more or less, out of Lot 32 of Chupick's La Parita Colony Farms, Atascosa County, Texas, according to the plat recorded on Sheet 19A, NPC, Plat Records, Atascosa County, Texas, and being out of that certain 25.00 acres conveyed to Alvin Foulds described in Warranty Deed with Vendor's Lien recorded in Document No. 126655, Official Public Records, Atascosa County, Texas, said 1.738 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for an angle corner of said Foulds 25.00 acres, same being the southwest corner of the Max C. Hug, Jr., et ux 26.995 acres (Document No. 243995 – "Tract I") and the northwest corner of the Agustin Hernandez, Jr., et ux, 27.00 acres (Document No. 139768), same being on the West line of Mysti Lane (60 foot Ingress/Egress easement – Document No. 95526) and the **POINT OF COMMENCEMENT**;

THENCE along the line common to said Foulds 25.00 acres and said Hug 26.995 acres, North 00 degrees 34 minutes 43 seconds West (called North), a distance of 85.39 feet to a 1/2 inch iron rod found for the southeast corner of this 1.738 acres, same being the **POINT OF BEGINNING**;

THENCE departing the East line of and severing said Foulds 25.00 acres the following courses and distances:


South 89 degrees 44 minutes 03 seconds West, a distance of 272.88 feet to a 1/2 inch iron rod found for the southwest corner of this 1.738 acres;

North 00 degrees 34 minutes 43 seconds West, a distance of 277.45 feet to a 1/2 inch iron rod found for the northwest corner of this 1.738 acres, same being on the North line of said Foulds 25.00 acres and on the South line of the Ricardo Arredondo, et ux, 25.00 acres (Volume 116, Page 88);

THENCE along the line common to this 1.738 acres and said Arredondo 25.00 acres, North 89 degrees 44 minutes 09 seconds East, a distance of 272.88 feet to a 1/2 inch iron rod capped WALs set for the northeast corner of this 1.738 acres, same being the northeast corner of said Foulds 25.00 acres and the southeast corner of said Arredondo 25.00 acres, same being on the West line of said Hug 26.995 acres and the West line of said Mysti Lane;

THENCE along the West line of said Hug 26.995 acres, South 00 degrees 34 minutes 43 seconds East (called South), a distance of 277.44 feet to the **POINT OF BEGINNING**, and containing 1.738 acres of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings Shown hereon are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.



Mark J. Ewald
Registered Professional Land Surveyor
Texas Registration No. 5095
April 16, 2025



**AGENDA REQUEST
(GENERAL)**

Agenda Item 15.

Meeting Date: 04/28/2025
Item Title: Commercial Driveway - County Road 407 Marathon
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: Commercial Driveway Permit for Marathon Oil Corporation on County Road 407
in Precinct 4.

ATTACHMENTS

Commercial Driveway Packet
Commercial Driveway Application Packet



MARATHON OIL CORPORATION DRIVEWAY PERMIT PACKAGE COUNTY ROAD 407

DRIVEWAY PERMIT CHECKLIST:

LEGAL DESCRIPTION: ABS A01311 G W FRAZER SV-4, 104.67 ACRES
ACREAGE: 104.67 ACRES
SURVEY NO: J POITEVENT SURVEY 4
PID: 79374
DRIVEWAY CLASSIFICATION: OILFIELD
OF DRIVEWAYS: (1) DRIVEWAY
DRAWING OF PROPOSED DRIVEWAY: SEE SHEET C2.0

SHEET INDEX

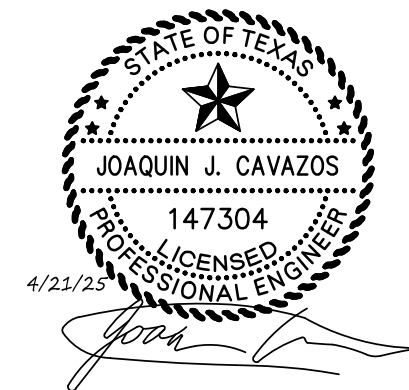
Description	Sheet Number
COVER SHEET	1
DRIVEWAY LAYOUT	2
DRAINAGE AREA MAP	3
DRAINAGE CALCULATIONS	4
TRAFFIC CONTROL NOTES	5

PREPARED FOR:

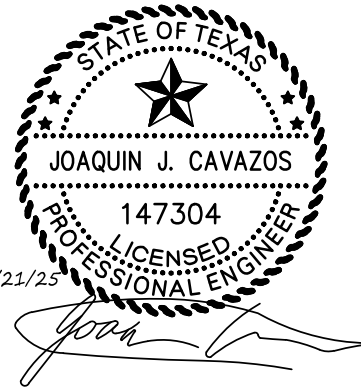
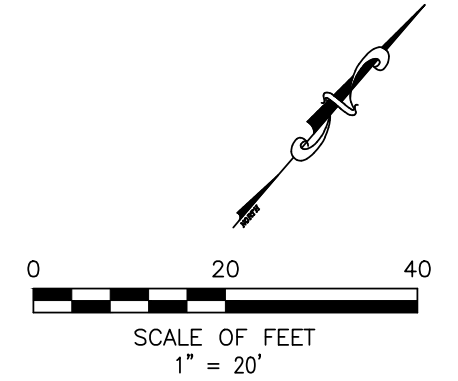
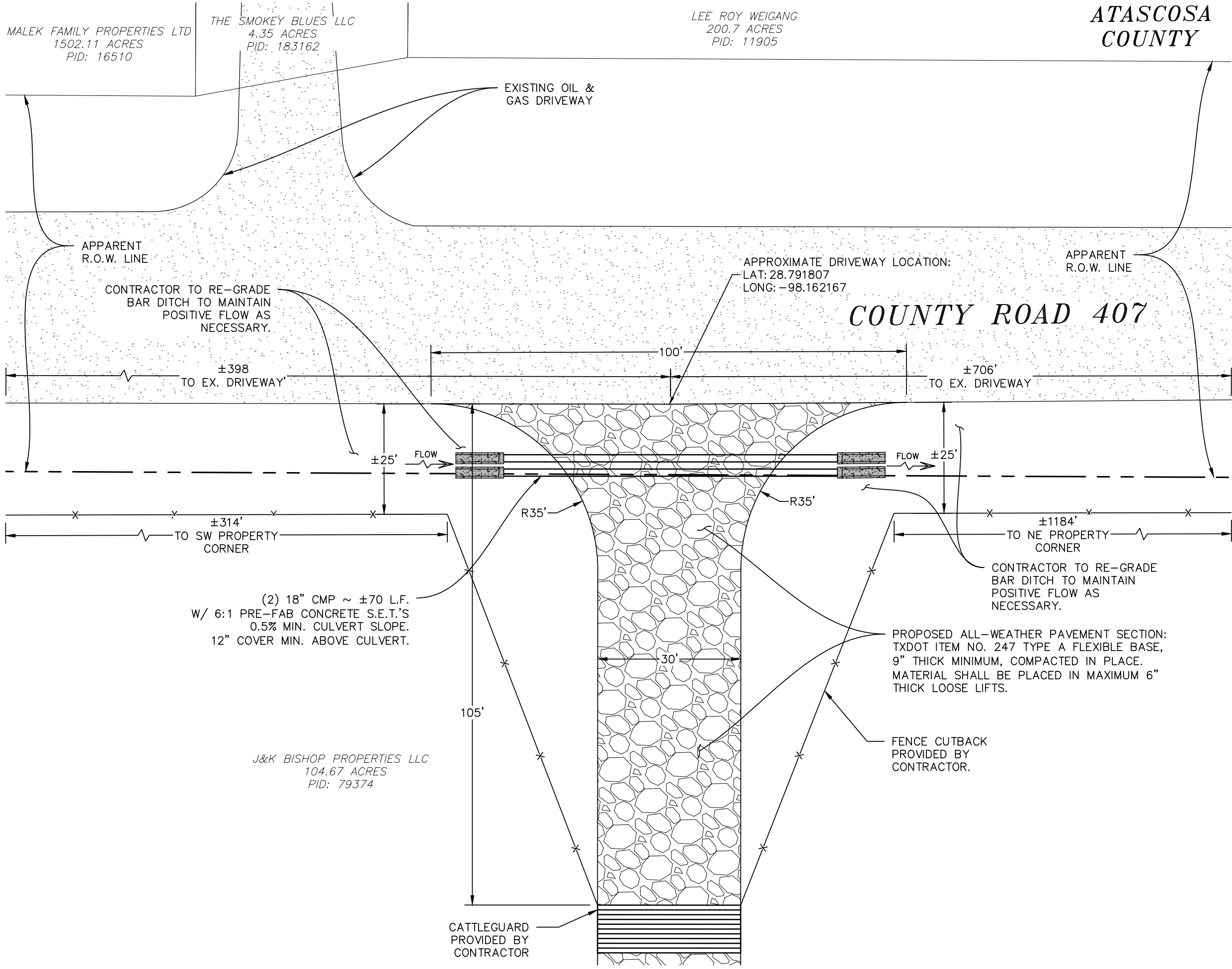
MARATHON OIL CORPORATION
5022 FM 2102
KENEDY, TEXAS 78119




LOCATION MAP
1" = 5000'



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



REVISIONS		
DATE	NO.	DESCRIPTION



MARATHON OIL CORPORATION
COUNTY ROAD 407, ATASCOSA COUNTY, TX

DRIVEWAY PERMIT PACKAGE
DRIVEWAY LAYOUT

100% SUBMITTAL	PROJECT NO.: 25-3606	DATE: APR. 2025
DRWN. BY: JJC	DSGN. BY: JJC	CHKD. BY: BAK
SHEET NO. 2		OF 5

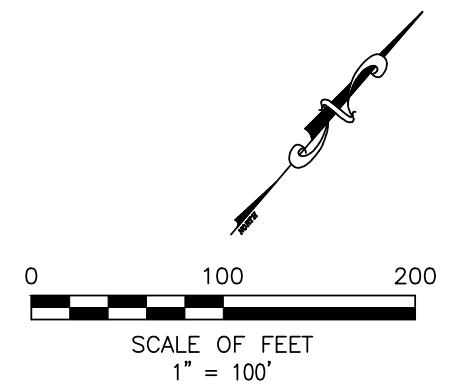
Date: Apr 21, 2025, 5:10pm User ID: ENG1-2023
File: N:\Projects\2025\25-3606 Marathon Oil Corp - CR 407 Driveway\Civil\25-3606 DRIVEWAY LAYOUT.dwg

© COPYRIGHT RAKOWITZ ENGINEERING 2025

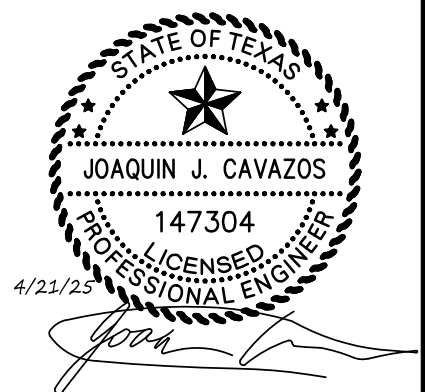
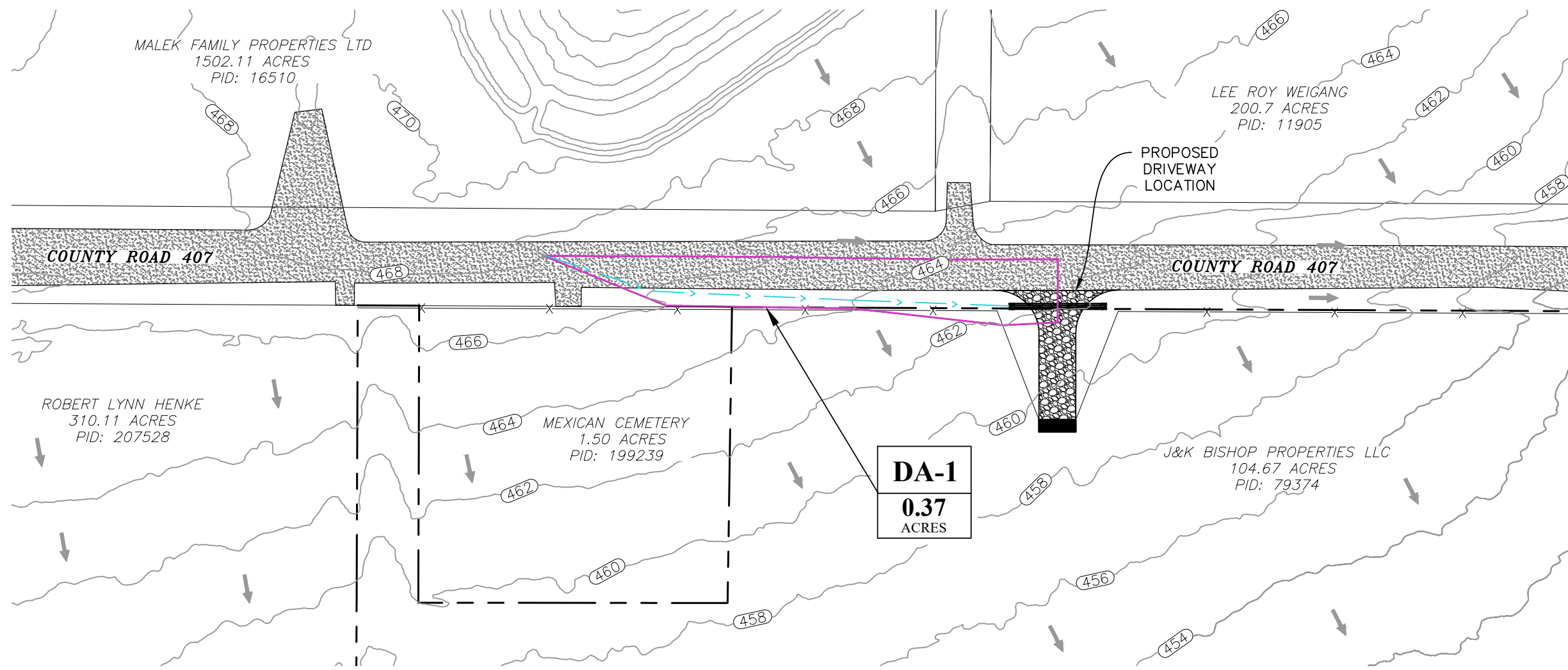
TIME OF CONCENTRATION SUMMARY			
DRAINAGE AREA	SHEET FLOW (LF @ SLOPE)	SHALLOW CONCENTRATED (LF @ SLOPE)	T _c (MIN)
DA-1	100 LF @ 2%	286 LF @ 0.6% UNPAVED	10 MIN*

- NOTES:
- 1) TIME OF CONCENTRATION (T_c) CALCULATED USING TR-55 METHOD.
 - 2) RAINFALL INTENSITIES DERIVED FROM NOAA ATLAS 14 POINT PRECIPITATION FREQUENCY ESTIMATES FOR TEXAS.
 - 3) RUNOFF COEFFICIENTS TAKEN FROM TXDOT HYDRAULIC DESIGN MANUAL, TABLE 4-10.
 - 4) * DENOTES A TIME OF CONCENTRATION CALCULATED LESS THAN 10 MINUTES. TXDOT RECOMMENDED MINIMUM TIME OF CONCENTRATION OF 10 MINUTES USED FOR CALCULATIONS.

RATIONAL METHOD DRAINAGE CALCULATIONS				
DRAINAGE AREA	RUNOFF COEFFICIENT	10-YEAR RAINFALL INTENSITY	AREA	10-YEAR PEAK FLOW
	C	I ₁₀ (IN./HR)	(ACRES)	Q ₁₀
DA-1	0.61	7.181	0.37	1.621 CFS



- LEGEND**
- — — — — PROPERTY BOUNDARY
 - x — — — — EXISTING FENCELINE
 - (956) — — — — EXISTING 2' CONTOUR
 - — — — — EDGE OF PAVEMENT
 - — — — — DRAINAGE BOUNDARY
 - > — > — > — TC PATH



REVISIONS		
DATE	NO.	DESCRIPTION

RAKOWITZ
Engineering & Surveying
Texas Registered Engineering Firm F-9155
Texas Registered Surveying Firm 101812-00

MARATHON OIL CORPORATION
COUNTY ROAD 407, ATASCOSA COUNTY, TX

DRIVEWAY PERMIT PACKAGE
DRAINAGE AREA MAP

.100% SUBMITTAL	PROJECT NO.: 25-3606	DATE: APR 2025
DRWN. BY: JJC	DSGN. BY: JJC	CHKD. BY: BAK
SHEET NO. 3		OF 5

Date: Apr 21, 2025, 5:10pm User ID: ENG1-2023
File: N:\Projects\2025\25-3606 Marathon Oil Corp - CR 407 Driveway\Civil\25-3606 DRAINAGE.dwg

© COPYRIGHT RAKOWITZ ENGINEERING 2025

Date: Apr 21, 2025, 5:10pm User ID: ENG1-2023
 File: N:\Projects\2025\25-3606 Marathon Oil Corp - CR 407 Driveway\Civil\25-3606 DRAINAGE.dwg

Hydrograph Report

Hydraflow Hydrographs Extension for Autodesk® Civil 3D® by Autodesk, Inc. v2023

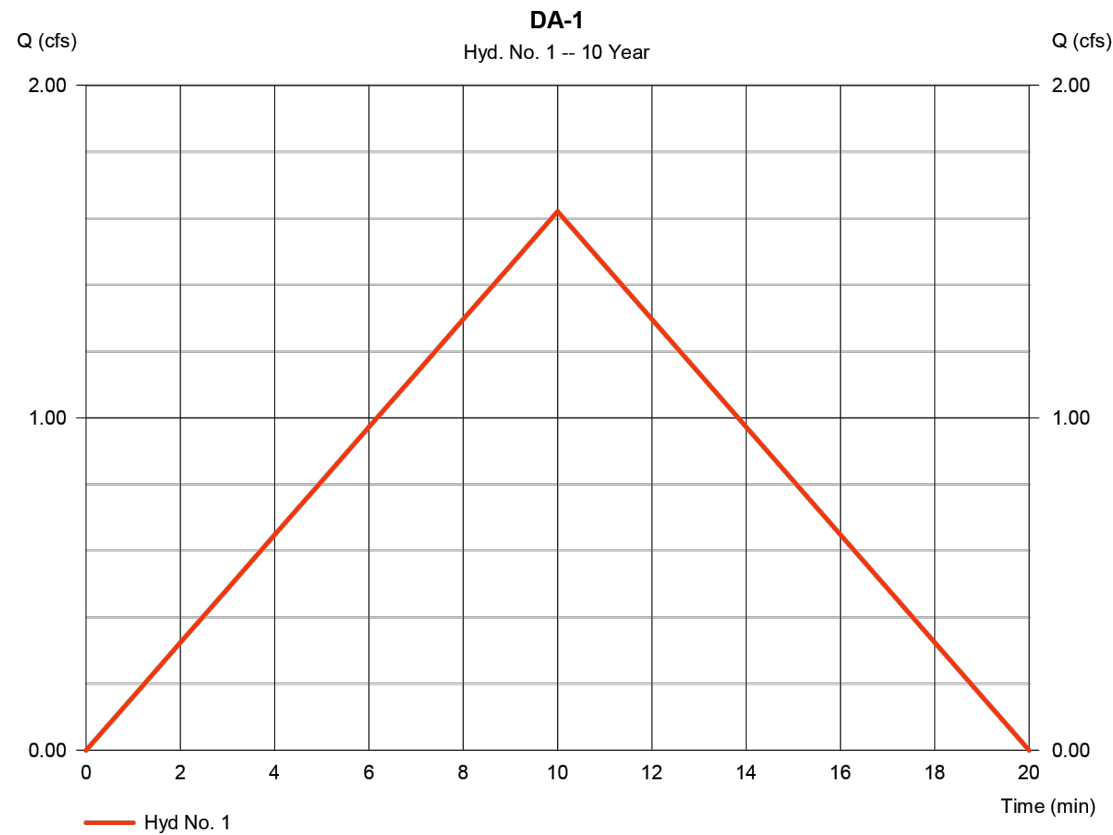
Monday, 04 / 21 / 2025

Hyd. No. 1

DA-1

Hydrograph type	= Rational	Peak discharge	= 1.621 cfs
Storm frequency	= 10 yrs	Time to peak	= 10 min
Time interval	= 1 min	Hyd. volume	= 972 cuft
Drainage area	= 0.370 ac	Runoff coeff.	= 0.61*
Intensity	= 7.181 in/hr	Tc by User	= 10.00 min
IDF Curve	= Atlas 14 Atascosa County Tx	ASC limb fact	= 1/1

* Composite (Area/C) = [(0.240 x 0.80) + (0.130 x 0.25)] / 0.370



Culvert Report

Hydraflow Express Extension for Autodesk® Civil 3D® by Autodesk, Inc.

Monday, Apr 21 2025

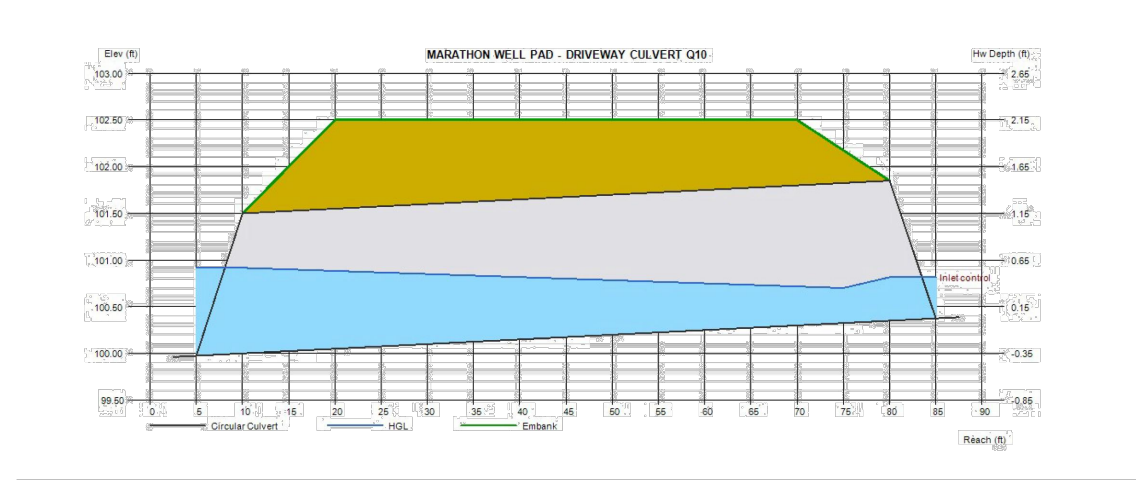
MARATHON WELL PAD - DRIVEWAY CULVERT Q10

Invert Elev Dn (ft)	= 100.00
Pipe Length (ft)	= 70.00
Slope (%)	= 0.50
Invert Elev Up (ft)	= 100.35
Rise (in)	= 18.0
Shape	= Circular
Span (in)	= 18.0
No. Barrels	= 2
n-Value	= 0.024
Culvert Type	= Circular Corrugate Metal Pipe
Culvert Entrance	= Mitered to slope (C)
Coeff. K,M,c,Y,k	= 0.021, 1.33, 0.0463, 0.75, 0.7

Embankment	
Top Elevation (ft)	= 102.50
Top Width (ft)	= 50.00
Crest Width (ft)	= 25.00

Calculations	
Qmin (cfs)	= 1.62
Qmax (cfs)	= 1.62
Tailwater Elev (ft)	= (dc+D)/2

Highlighted	
Qtotall (cfs)	= 1.62
Qpipe (cfs)	= 1.62
Qovertop (cfs)	= 0.00
Veloc Dn (ft/s)	= 0.72
Veloc Up (ft/s)	= 2.76
HGL Dn (ft)	= 100.92
HGL Up (ft)	= 100.68
Hw Elev (ft)	= 100.82
Hw/D (ft)	= 0.31
Flow Regime	= Inlet Control



REVISIONS		
DATE	NO.	DESCRIPTION

RAKOWITZ
 Engineering & Surveying
 Texas Registered Engineering Firm F-9155
 Texas Registered Surveying Firm 101812-00

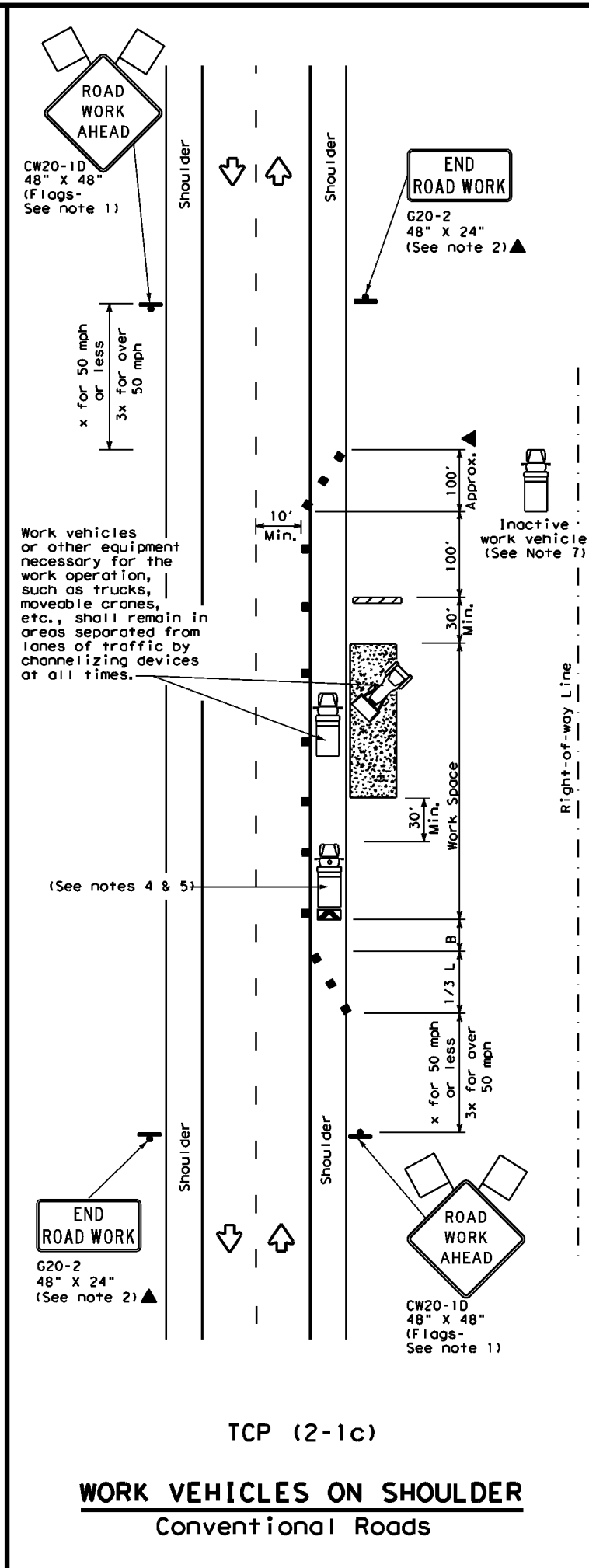
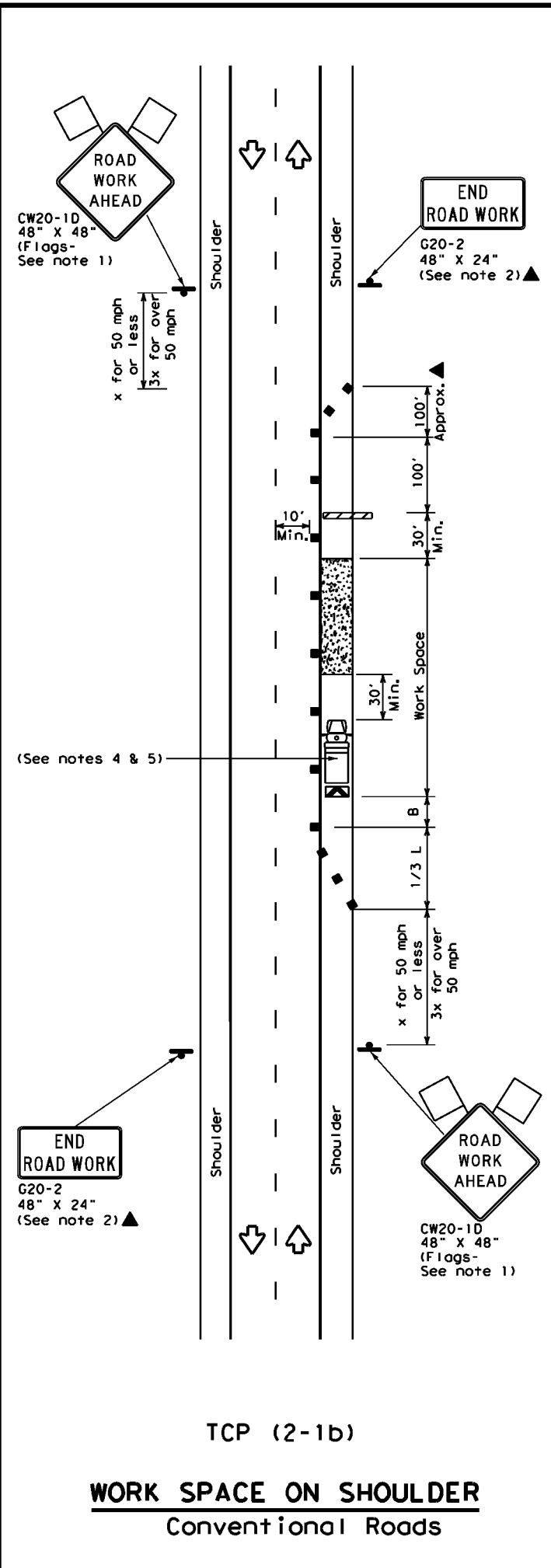
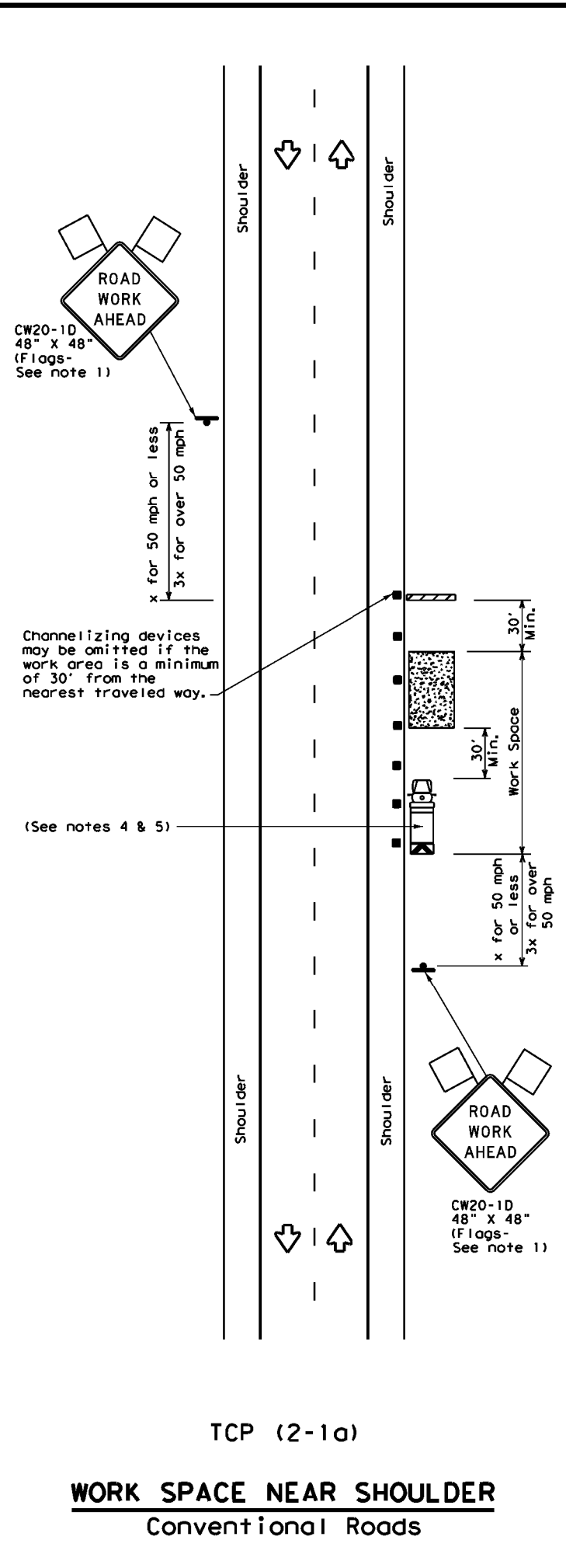
MARATHON OIL CORPORATION
 COUNTY ROAD 407, ATASCOSA COUNTY, TX

DRIVEWAY PERMIT PACKAGE
DRAINAGE CALCULATIONS

100% SUBMITTAL	PROJECT NO.: 25-3606	DATE: APR 2025
DRWN. BY: JJC	DSGN. BY: JJC	CHKD. BY: BAK
SHEET NO. 4		OF 5

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DATE: FILE:



LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board		Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths **			Suggested Maximum Spacing of Channelizing Devices		Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
		10' Offset	11' Offset	12' Offset	On a Taper	On a Tangent		
30	$L = \frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L = WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper (FT) W=Width of Offset (FT) S=Posted Speed (MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓	✓	✓

- GENERAL NOTES**
- Flags attached to signs where shown, are REQUIRED.
 - All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated in the plans, or for routine maintenance work, when approved by the Engineer.
 - Stockpiled material should be placed a minimum of 30 feet from nearest traveled way.
 - Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
 - Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect a wider work space.
 - See TCP(5-1) for shoulder work on divided highways, expressways and freeways.
 - Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
 - CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

Texas Department of Transportation
Traffic Operations Division Standard

**TRAFFIC CONTROL PLAN
CONVENTIONAL ROAD
SHOULDER WORK**

TCP (2-1) - 18

FILE: tcp2-1-18.dgn	DN:	CKI:	DW:	CKI:
© TxDOT December 1985	CONT	SECT	JOB	HIGHWAY
REVISIONS				
2-94 4-98				
8-95 2-12				
1-97 2-18				
DIST	COUNTY	SHEET NO.		



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

Permit Number: _____		
Applicant/Permittee	GPS*	Roadway
Name: Marathon Oil Corporation	Latitude, Longitude <u>28.791807</u> , <u>-98.162167</u>	Name: County Road 407
Mailing Address: 5022 FM 2102		
City, State, Zip: Kenedy, Tx 78119		For County's Use
Phone number: 817-776-1862		Pct. No.: _____
*Global positioning system coordinates intersection of driveway centerline with abutting roadway.		

Atascosa County, hereinafter called the County, hereby authorizes Marathon Oil Corporation hereinafter called the Permittee, to construct/ reconstruct a Oilfield (residential, commercial, farm, etc.) access driveway on the County Road right of way abutting County Road _____ in Atascosa County, located Approximately 4.2 miles NE of the intersection of FM1099 & CR 407 _____ (use additional sheet as needed).

Subject to Access Driveway Policy and the following:

1. The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction and maintenance of an access driveway on the county road right of way.
2. Design of facilities shall be as follows and/or as shown on sketch on page 15 and is subject to conditions stated below:
See driveway plan sheet 2.

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

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

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

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

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

8. The Permittee will contact the County's representative _____ telephone (____) _____ at least twenty-four (24) hours prior to beginning the work authorized by this permit.

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

Date of Issuance

County Authorized Representative

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

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

Date: 4/22/2025

Signed: _____

(Property owner or owner's representative)

Agent on behalf of Marathon Oil Co.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 16.

Meeting Date: 04/28/2025
Item Title: Adoption of Essential Screens Background Check Services
Submitted For: Kayla Fournier, HR

Discuss and/or take appropriate action concerning:

Kayla Fournier: Discuss and/or take appropriate action to adopt the use of Essential Screens
HR: Background Check Services.

Recommendation/Action Requested and Justification

Adopt the use of Essential Screens as our background check provider for our onboarding procedures. This will include national, federal, county criminal searches and motor vehicle records. They will also provide the annual MVR that is required per our employee handbook. Costs associated with this service will be charged to 012-453-690 on the HR Budget.

ATTACHMENTS

Essential Screens Proposal



**ESSENTIAL
SCREENS**

BUSINESS PROPOSAL

Thank You!

Confidentiality

This Schedule of Fees contains information that is confidential and proprietary to Essential Screens. In consideration of receipt of this document, you agree to make this information available only to those of your employees who need access to such information for the purpose of evaluating its contents, and not to disclose this information to any third party for any purpose without the prior written consent of an authorized representative of Essential Screens.

 (308) 381-2664

 www.EssentialScreens.com

 ClientCare@EssentialScreens.com

Schedule of Fees For Atascosa County

(Please note: these packages can be further customized to suit your company's needs)
Quote valid for 30 days and subject to execution of an Essential Screens Service Agreement
Initial by the desired report(s)

MVR Only Package

Motor Vehicle Report**

A La Carte Price \$5.50**

Your Price \$4.00**

Basic Criminal Plus Package (See attached detailed Description)

Multi-Court Nationwide (must verify all hits**)

Social Security Trace and Address Verification

Offender Watch (National Sex Offender Information)

US Patriot Search

Statewide or County Criminal (Current address)

A La Carte Price \$29.00

Your Price \$26.00

Basic Criminal Plus Package (See attached detailed Description)

Multi-Court Nationwide (must verify all hits**)

Social Security Trace and Address Verification

Offender Watch (National Sex Offender Information)

US Patriot Search

County Criminal (current Address, current name) **

National Federal Criminal Search (current Address, current name)

A La Carte Price \$41.00

Your Price \$37.00

Comprehensive Criminal Plus Package (See attached detailed Description)

Multi-Court Nationwide w/ 1 Alias (must verify all hits**)

Social Security Trace and Address Verification

Offender Watch (National Sex Offender Information)

US Patriot Search

County Criminal (current name, up to 3 addresses for 7 years)**

National Federal Criminal (current name, up to 3 addresses for 7 years)

A La Carte Price \$68.00

Your Price \$61.00

Alias Package (See attached detailed Description)

County Criminal (**current** name, **up to 3** address for 7 years)**

National Federal Criminal (**current** name, **up to 3** address for 7 years)

A La Carte Price \$40.00

Your Price \$20.00/per nam

A La Carte Items: (Add any of the following services to a package or order individually)	Retail Price:
SSN and Address Trace**	\$ 5.50
County Criminal Search**	\$ 14.00
State Criminal Search**	\$ 15.00
National Federal Criminal Search**	\$ 12.00
National Federal Civil Search (bankruptcy and civil search)**	\$ 12.00
Consent Based Social Security Validation**	\$ 10.00
Motor Vehicle Report (MVR)**	\$ 5.50
Education Verification**	\$ 9.50
Employment Verification**	\$ 11.75
Reference Check and Verification**	\$ 11.75
Professional License Verification**	\$ 11.75
Workers Compensation**	\$ 9.00
I-9	\$ 3.75
E-Verify	\$ 5.00
Adverse Action – one click process**	\$ 4.75
Credit Report (employment or tenant)	\$14.00
Credit Credentialing on-site audit (one time fee)	\$150.00
5 Panel Non-DOT Drug test (includes lab, collection and MRO)**	\$ 42.00
10 Panel Non-DOT Drug test (includes lab, collection and MRO)**	\$ 44.00

See attached for a complete list of service descriptions.

**** Fees levied by Federal, State, County, other government agencies, motor vehicle records, educational institutions, employers and those who have retained third party vendors for searches undertaken will be passed through to Subscriber in addition to the fee charged by Essential Screens.**

As the authorized person signing this Fee Schedule, I have selected the service package option(s) and/or a la carte services above by placing my initials by such items. My selections indicate to Essential Screens only to offer my company these services unless indicated in writing by our company to change the service(s). Essential Screen's pricing is established based on specific volume levels. As volume levels change significantly, Essential Screens reserves the right to readdress pricing according. Pla

AGREED:

Date: _____

SUBSCRIBER:

Company Name: _____

Signature: _____

Name: _____

Title: _____



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:

David Pawelek

Position:

Pct. 1 Road Crew, Blade Operator

Pay Rate:

\$24.23 Hourly

Salary Budget Area:

021-400-402

Start Date:

04/28/2025

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

Comm. Bowen: Discuss and/or take appropriate action concerning personnel:
New Employee: Frank Alaquez Jr.
Position: Road & Bridge Pct. 2. Worker
Pay Rate: \$22.59 hourly
Salary Budget Area: 022-400-402
Start Date: 05/05/2025
Physical: pending
Drug Test: pending

AGENDA REQUEST (GENERAL)

Agenda Item 19.

Meeting Date: 04/28/2025
Item Title: Cintas Agreement
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action to approve an agreement with Cintas for 5 new First-Aid Kits, 5 Bloodborne Pathogens Infection and Bodily Fluids Control Kit (BBP Kit), 6 small Trauma Bags, and 7 Automated External Defibrillators (AED). The initial set up for the First-Aid Kits, BBP Kits, and Trauma Bags will be \$3,104.71, and monthly re-stock costs as items are needed. The AEDs will be a monthly charge of \$117.00 each, a monthly total of \$819.00. This agreement has been submitted to the County Attorney, Molly Solis, for approval.

Auditor: Items will be located at the following locations:
Animal Shelter/Control - 1 First-Aid Kit, 1 BBP Kit, 3 Small Trauma Bags, 1 AED
Courthouse - 1 First-Aid Kit, 1 BBP Kit, 1 Small Trauma Bag, 2 AEDs
Justice Center - 1 First-Aid Kit, 1 BBP Kit, 1 Small Trauma Bag, 2 AEDs
Leming Buildings - 2 First-Aide Kits, 2 BBP Kits, 1 Small Trauma Bag, 2 AEDs

ATTACHMENTS

Cintas Agreement

First Aid & Safety Cooperative Acceptance Agreement



Location #: F71
 Contract #:
 Customer #:

Main Corporate / ZNAT Code: → **Omnia Nebraska GPO ZNAT #920002758** Date: 3.25.2025
 Customer/Participating Public Agency: ATASCOSA COUNTY ("Customer") Phone: 830.769.3620
 Address: 1 COURTHOUSE CIRCLE DRIVE, STE. 105 City: JOURDANTON State: TX Zip: 78026

CHECK ALL THAT APPLY:

FIRST AID

Service Frequency: 4-WEEKS Bundle Sold: YES NO Bundle Type:
 PPE Required: Safety Glasses Ear Plugs Steel Toed Shoes Hard Hat Hi-Viz Vest No PPE Required
 Other:

QUANTITY	MATERIAL	DESCRIPTION	UNIT PRICE	TOTAL
5	14119	FOUR SHELF CABINET	0	0
5	14129	FOUR SHELF PRE-STOCKED SUPPLIES	359.10	1795.50
5	250119	BBP KIT	37.25	186.25
6	21629	SMALL TRAUMA BAG	187.16	1122.96

Your Estimated Total: 3104.71
Space for additional items provided on page 5

AUTOMATED EXTERNAL DEFIBRILLATOR PRODUCTS AND SERVICES

AED DEVICE	CASE	# OF UNITS	LEASE	PURCHASE	SERVICE MAINT.
ZOLL® AED Plus®	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run		/month	/unit	/month
ZOLL® AED 3	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run		/month	/unit	/month
LifeLine VIEW AED	<input checked="" type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run	7	117 /month	/unit	/month
LifeLine AED	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run		/month	/unit	/month
	<input type="checkbox"/> Cabinet <input type="checkbox"/> Grab N' Run		/month	/unit	/month
Totals:		7	819		

MEDICAL DIRECTION: LifeREADY 360™ *Space for additional items provided on page 5*
TRAINING: AHA Heartsaver™ FA/CPR/AED Course \$ /Seat or Key \$ /Class

PLUMBED EYEWASH

STATION TYPE	# OF UNITS	ANNUAL SERVICE COST	TOTAL ANNUAL COST	ROUTINE SERVICE COST	TOTAL ROUTINE COST	ROUTINE SERVICE FREQUENCY (SELECT ONE)
Plumbed Eyewash Station		/unit				<input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> quarterly
Plumbed Emergency Shower		/unit				<input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> quarterly
Plumbed Combination Unit		/unit				<input type="checkbox"/> weekly <input type="checkbox"/> monthly <input type="checkbox"/> quarterly

Space for additional items provided on page 5

THE SAFETY DIRECTOR® EMERGENCY EYEWASH STATION

PRODUCT	# OF UNITS	PRICE PER UNIT	MONTHLY PRICE
The Safety Director® Station		/unit	/month
One-time Wall Mount Installation Fee (618333)		/unit	

Space for additional items provided on page 5

TRAINING: Safety Management Suite (SMS) with SDS Chemical Management \$

WATERBREAK® COOLER UNITS

COOLER UNIT DESCRIPTION	# OF UNITS	PRICE PER UNIT	MONTHLY PRICE
Freestanding		/unit	/month
Countertop		/unit	/month
		Total monthly service fee	/month
One-Time Installation Fees	Cintas Cooler Installation #604907		
	Third Party Installation #604908		

Space for additional items provided on page 5

Cintas Representative Initials: _____ Customer Initials: _____

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies:** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at <https://www.omniapartners.com/publicsector>.
2. **Dispute Resolution – Arbitration and Class Waiver:** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
 - a. **Arbitration Notice:** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
 - b. **Arbitration Procedures:** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for \$10,000 or less, Customer may choose for the arbitration instead to be conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
 - c. **Fees:** Arbitration fees will be assessed consistent with the AAA Rules.
 - d. **No Class Actions in Arbitration or in Any Court, No Jury Trial:** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
 - e. **Enforceability:** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
 - f. **Severability:** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Products and Services; Prices:** Cintas agrees to provide to Customer the products and services selected above in accordance with the Master Agreement and this Acceptance Agreement. The pricing and rates from the Master Agreement will flow down to this Acceptance Agreement, including annual price adjustments. An amendment to this Acceptance Agreement is not required when pricing in the Master Agreement is updated and adjusted.
2. **Term; Additional Customer Locations:**
 - a. Subject to Section 2.b, the initial term of this Acceptance Agreement is 36 months ("Initial Term"). This Acceptance Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term" and together with the Initial Term, the "Term") unless Customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current Term. Notwithstanding anything to the contrary contained herein but subject to Section 2.b, there will be a minimum Term equal to the greater of thirty-six (36) months or the remainder of the term for any individual Customer location added after the date of this Acceptance Agreement.
 - b. To the extent Customer is solely purchasing First Aid products and services under this Acceptance Agreement (as selected on page 1), then Section 2.a shall not apply and this Acceptance Agreement shall not have a minimum term.
3. **AED Terms and Conditions. (Applicable only if AEDs are provided):**
 - a. Cintas will provide for use by Customer the Automatic External Defibrillator(s) selected by Customer in this Acceptance Agreement (the "AED Device(s)"). With each AED Device, Cintas will also provide for use: one battery, one set of pads, one Prep and Response Kit, and either one AED wall cabinet or one Grab N' Run Kit. Additional batteries, sets of pads, data recording cards, and other accessories are not included and may be purchased separately from Cintas.
 - b. Cintas will deliver AED software updates when available and provide periodic service visits (at a minimum, once every six months) to check expiration dates of the battery and set of pads, to replace them if expired, and to confirm the status of the AED Device(s) through a visual inspection of the AED status indicator ("AED Services"). If Customer performs its own inspection and/or Customer identifies an expired battery or an expired set of pads, notes a fault of the AED status indicator, or identifies any other concern, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice. Customer acknowledges that the scope of AED Services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Device(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Device is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer by the first business day following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement AED Device.
 - c. **Pre-owned AED Devices.** AED Device(s) the Customer owned before entering into this Acceptance Agreement are considered "Pre-owned AEDs." Customer agrees that Cintas will have no obligation to replace or remove any Pre-owned AEDs under this Acceptance Agreement. Further, Customer acknowledges that Cintas reserves the right to refuse to provide AED Service on any Pre-Owned AED at Cintas' discretion. Customer acknowledges that Cintas will only be responsible for providing AED Service to the specific AED Devices that are identified in Cintas' system as requiring service from Cintas and Cintas agrees to provide a list of those AED Devices by serial number if requested. Customer agrees that in the event Cintas agrees to service Pre-Owned AEDs, Cintas has the right to collect all information related to such Pre-Owned AEDs necessary to update Cintas' system in relation to the Pre-Owned AEDs. Customer agrees Cintas has no liability or responsibility of any kind in relation to AEDs on Customer property that Cintas is not servicing.
 - d. Customer may terminate this Acceptance Agreement solely with respect to AED Devices and AED Services at any time with a 30-day advance written notification. If termination is made during the Initial Term, Customer shall pay all remaining monthly service charges owed through the end of the Initial Term and either shall return all AED Devices subject to this Acceptance Agreement or purchase each AED Device for a cost of \$399 per AED Device. If cancellation is made during a Renewal Term, Customer shall pay a cancellation fee of \$150 each per AED Device and either shall return all AED Devices subject to this Acceptance Agreement or purchase each AED Device for a cost of \$399 per AED Device; the \$150 cancellation fee(s), however, may be applied to the purchase price of the AED Device(s). At the end of this Acceptance Agreement, Customer shall return the AED Products to Cintas in good working and physical condition, reasonable wear and tear expected, within 5 business days of the cancellation of this Agreement.
 - e. **Scope and Limitations of Sale.** The scope of Cintas's responsibilities is limited to selling the AED Device(s) at the price(s) set forth above. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) or provide software updates. Customer bears sole responsibility for inspecting its AED Device(s) and addressing faults, alarms, or indications that an AED Device is not functioning properly.

Cintas Representative Initials: _____

Customer Initials: _____

CINTAS GENERAL SERVICE TERMS SECTION (cont.)

4. WaterBreak® Cooler Units Terms and Conditions. (Applicable only if WaterBreak® Cooler Units are provided):

- a. Customer acknowledges it is responsible for designating the location of the WaterBreak® Cooler Units (the "Waterbreak Unit(s)") at the Customer's facility(ies) and ensuring that the appropriate electrical and plumbing access is available prior to installation. Cintas may choose not to install Waterbreak Unit(s) if electrical and plumbing access is not reasonably available, technical issues are encountered (such as overcoming physical or technical barriers), or requirements are unusual or extensive, as determined by Cintas in its sole discretion. Customer acknowledges that, as part of any installation, Cintas may drill, cut, and otherwise alter improvements on the property (including walls, flooring, cabinetry, and other surfaces). If Cintas must drill or cut in order to complete the installation, Cintas is not responsible for repairing the altered surface, including but not limited to, patching, covering, painting, or texturing work.
- b. Customer shall not move or relocate Waterbreak Unit(s) or associated water lines after they are installed. If a Customer wishes to relocate Waterbreak Unit(s) or associated water lines, Customer must contact Cintas and Cintas shall perform the relocation. Cintas will charge a \$150 fee for moving or relocating each Waterbreak Unit and/or associated water lines. In the event a boil advisory or similar notice is issued regarding the Customer's water source, Customer must take appropriate actions to ensure Waterbreak Unit(s) are not used during the advisory. Customer shall further ensure that the Waterbreak Unit(s) are not used after the advisory is lifted until such time that the Waterbreak Unit is serviced and the filter in the Waterbreak Unit is replaced. Customer shall be solely responsible for notifying Cintas of the advisory and that service is needed. Once the advisory is lifted, Customer shall contact Cintas to request a service of Waterbreak Unit(s); Cintas will charge a \$100 fee for servicing and replacing the filter in each Waterbreak Unit.

5. Ownership of Rental Products: Cintas maintains all right, title, and ownership of all rental products provided under this Acceptance Agreement including the AED Device(s) and Waterbreak Unit(s) (collectively, the "Rental Products"). Customer agrees it will not alter, repair, or otherwise make changes to the Rental Products. Customer agrees to protect Rental Products from mishap and misuse. If a Rental Product requires repair due to ordinary wear and tear, Cintas shall, at its sole discretion, either provide Customer with a replacement Rental Product or repair the Rental Product at no charge to Customer. If Cintas, in its sole discretion, determines a Rental Product must be repaired due to mishap or misuse that occurred while in Customer's possession, Cintas may charge Customer for the time, materials, and shipping involved in the repair of the Rental Product. In the event a Rental Product is lost, stolen, or damaged beyond repair, Customer agrees to pay a replacement cost set forth in the table below ("Replacement Cost"). If replacement is necessary and the Rental Product is still subject to the Term, the payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Acceptance Agreement. If a Rental Product must be replaced or repaired, Cintas, at its sole discretion, may elect to ship to Customer a replacement Rental Product and have Customer ship back to Cintas the Rental Product requiring repair or replacement (rather than Cintas physically delivering a replacement Rental Product). Upon receipt of a replacement Rental Product, Customer shall return to Cintas the original Rental Product, postage prepaid by Cintas, with the Customer taking reasonable care to protect the Rental Product during transit. At the end of the service, all Rental Products shall be returned to Cintas in the same condition as it was (they were) originally delivered, ordinary wear and tear excepted.

Rental Product	Replacement Cost
AED Device	\$1,995
The Safety Director® Emergency Eyewash Station	\$750
Waterbreak Unit	\$1,000

6. TRAINING ACKNOWLEDGEMENT. (Applicable only if Training Courses are provided): CUSTOMER ACKNOWLEDGES AND AGREES ALL TRAINING COURSES ARE PROVIDED BY CINTAS FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE. THE INFORMATION PRESENTED IN ANY COURSE MAY NOT REFLECT THE MOST CURRENT LEGAL DEVELOPMENTS AND CINTAS DOES NOT PURPORT TO IMPLY OR GUARANTEE FULL COMPLIANCE WITH LOCAL, STATE OR FEDERAL REGULATIONS. AN ATTORNEY SHOULD BE CONTACTED FOR ADVICE ON SPECIFIC LEGAL ISSUES. CUSTOMER ACKNOWLEDGES AND AGREES IT BEARS THE SOLE RISK OF LOSS FOR ANY LOSS, INJURY OR DAMAGES RESULTING FROM OR RELATED IN ANY WAY TO CUSTOMER OR PARTICIPANT'S COMPLIANCE OR NON-COMPLIANCE WITH LAWS OR REGULATIONS. CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM TRAINING SERVICES OR INFORMATION PROVIDED IN CONNECTION WITH TRAINING SERVICES OR ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE TRAINING PROVIDED.

7. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MASTER AGREEMENT, CUSTOMER ACKNOWLEDGES THAT ALL EYEWASH STATIONS AND WATERBREAK UNITS PROVIDED UNDER THIS AGREEMENT WILL BE SUBJECT SOLELY TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE PRODUCT AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS PROVISION WILL TAKE PRECEDENCE OVER ANY CONFLICTING TERM IN THE MASTER AGREEMENT.

8. No Federal Contractor: As a material condition of this Agreement, Customer represents and warrants that: (a) this Agreement is not federally funded; (b) this Agreement does not constitute, and is not entered into to support a federal government contract, subcontract or third party contract; (c) Cintas does not hereby become a subrecipient, subgrantee, project participant, or third party contractor or subcontractor in relation to any contract with the federal government; and (d) by entering this Agreement, Cintas does not become obligated to comply with federal regulations or federal laws (including specifically the Service Contract Act), whether by virtue of such obligation flowing down from a contract between Customer and any third party, by virtue of federal funding being used in relation to this project, or otherwise. In the event that any of the foregoing is or becomes untrue, Cintas shall have the option to unilaterally terminate this Agreement.

9. Prevailing Wage/Living Wage: Customer represents and warrants that this agreement is not subject to laws pertaining to prevailing wages, living wages, or other wage and/or benefit requirements established by law ("Wage Statutes"). Customer agrees and acknowledges that it will not attempt to enforce any Wage Statutes in relation to this agreement and Customer hereby waives and releases Cintas from any and all fines, penalties, interest, or other costs, expenses, or charges of any type imposed by any federal, state, or local authority in relation to Cintas's failure to satisfy any such Wage Statute in relation to agreement.

10. Customer Type: Customer must select the appropriate response below:

Is Customer a United States federal government agency or instrumentality?

- Yes No

(If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).

11. Customer Funding Source: Customer must select the appropriate response below:

Will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?

- Yes No

(If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).

12. Additional Terms: Customer must select the appropriate response below:

Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Agreement without additional terms?

- Yes, additional terms required
 No additional terms needed

(If Yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).

13. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #: F71
 By: TYLER KING
 Title: NEW BUSINESS SALES REPRESENTATIVE
 Accepted-GM: ANDREW DONOVAN
 Cintas Enterprise Account: Yes No
 Cintas Enterprise Partner Name:

Customer Signature:
 Print Name:
 Print Title:
 Email:
 Customer Contact:
 Customer Contact Email:

Cintas Location #: F71 PRD/MSA Expiration Date: 5/31/28 ZNAT #: ZNAT 920002758

Cintas Representative Initials: _____

Accounts Payable Contact Billing Information



How should the Business Name read on the invoice? ATASCOSA COUNTY

Do you have other sites/locations within your company that are set up for billing with Cintas? YES NO UNSURE

Are you Tax Exempt? YES NO If Yes, where can I get a copy of your tax-exempt form? EMAIL COPY

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name: TRACY BARRERA

Account Payable Contact Phone #: 830.769.3620

Account Payable Email: TBARRERA@CO.ATASCOSA.TX.US

Payer Street Address: 1 COURTHOUSE CIRCLE DRIVE, STE. 105

City: JOURDANTON

ST/PROV: TX

ZIP/PC: 78026

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers where the bill will be mailed/sent to.

Same as Payer OR Same as Sold-To

Bill-To Street Address:

City:

ST/PROV:

ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): Leave at Site and Email Email Only Physically Mail Leave at site after service

Do invoices require a purchase order? YES NO If yes, please provide PO#

Will the same PO need to appear on each invoice? YES NO Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: _____ Customer Initials: _____

LOCATION LISTING

ANIMAL CONTROL
292 SH-162
JOURDANTON, TX 78026

1 FOUR SHELF FA KIT, 1 BBP KIT, 3 SMALL TRAUMA BAGS, 1 AED

COURT HOUSE
1 CIRCLE DRIVE
JOURDANTON, TX 78026

1 FOUR SHELF FA KIT, 1 BBP KIT, 1 SMALL TRAUMA BAG, 2 AED's

JUSTICE CENTER
1405 CAMPBELL
JOURDANTON, TX 78026

1 FOUR SHELF FA KIT, 1 BBP KIT, 1 SMALL TRAUMA BAG, 2 AED's

LEMING BLDGS.
25 E. 5TH ST.
PLEASANTON, TX 78050

2 FOUR SHELF FA KIT'S, 2 BBP KIT'S, 1 SMALL TRAUMA BAG, 2
AED's

**AGENDA REQUEST
(GENERAL)**

Agenda Item 20.

Meeting Date: 04/28/2025
Item Title: Certify Grant Funds Received from The NRA Foundation - Sheriff's Office
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action to accept and certify the grant funds received by Atascosa County Sheriff, a total of \$4,712.40 from The NRA Foundation, Inc. to purchase supplies for law enforcement equipment and amend the Atascosa County 2025 Budget to increase by \$4,712.40 the revenue account Miscellaneous Receipts 012-300-392 to receipt the funds and increase the Atascosa County Sheriffs 2025 Budget line expense, Law Enforcement Equipment, account 012-440-698 by the same amount.

Auditor:

**AGENDA REQUEST
(GENERAL)**

Agenda Item 21.

Meeting Date: 04/28/2025
Item Title: Certify General Grant/Donation Received from ConocoPhillips Company
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action to accept and certify the general grant/donation received by the Atascosa County Fire Marshal, in the amount of \$2,600.00 from ConocoPhillips Company to provide an appreciation luncheon for individuals involved in suppressing the Duke Road fire and amend the Atascosa County 2025 Budget to increase the revenue account, Donations 012-300-346 by \$2,600.00 to receive the funds and increase the Atascosa County 2025 Budget line expense, Miscellaneous, 012-468-625 account by the same amount.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 22.

Meeting Date: 04/28/2025
Item Title: Texas Association of Counties - Health & Employee Benefits Pool Billing
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action to accept and approve the attached
Auditor: Texas Association of Counties (TAC) Billing and Payment Policies. There is a late fee assessed of \$5.00 per employee, per month if the payment is 60 days late. If approved, allow Judge Weldon P Cude to sign the acknowledgment form.

ATTACHMENTS

TAC Billing & Payment Policies



TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

BILLING & PAYMENT POLICIES

Payments

Groups are required to pay on time and as billed each month. The **Total Due** is the amount listed on each monthly invoice produced by TAC HEBP, representing the total amount of contributions due from the member group to pay for the cost of group health, prescription, dental, vision, life and disability employee benefit plans provided to the member group by TAC HEBP. Total Due is equal to the new charges for the current billing cycle plus any past due amount.

Late Notices – If payment is not received by TAC HEBP in a timely manner, the following steps will be taken:

- **45 Days** | A Late Notice email will be sent to the group with a phone call from TAC staff to check on the payment status.
- **60 Days** | A Late Notice email will be sent to the group with a phone call from TAC staff to check on the payment status. A **late fee of \$5.00 per employee per month** for the invoice month will also be assessed and applied to the amount due for that month.
- **90 Days** | If a group is more than 90 days past due at the time of renewal, coverages with TAC HEBP could be non-renewed until account is made current.
- TAC HEBP reserves the right to withhold any surplus distribution to assist in bringing a group's account balance current.

Payment Options

All invoices must be paid exactly as billed, regardless of the method of payment. The billing system is designed to self-adjust monthly.

Payment Via Check – A group may pay the monthly invoice via check(s) sent to the TAC HEBP Lockbox. All check payments sent to the TAC HEBP Lockbox *must* be accompanied by a remittance page from the current invoice and should be sent to the lock box address. Pre-addressed envelopes are available upon request.

Please note that the Pool's outside vendor cannot determine how to apply payment if the remittance page is not sent in with the payment. Additionally, payment could be incorrectly applied or delayed in posting to your group's account if the remittance page is missing.

Payment Via Electronic Payment – A group may pay the monthly invoice via an electronic payment after the Electronic Payment Agreement is completed, signed and returned to TAC HEBP.

- Electronic payment instructions will be sent after a signed agreement is received by TAC HEBP.
- Electronic payments must be in the amount billed on the monthly invoice.



TEXAS ASSOCIATION *of* COUNTIES HEALTH AND EMPLOYEE BENEFITS POOL

BILLING & PAYMENT POLICIES ACKNOWLEDGMENT FORM

I, Weldon P Cude, have read the attached billing document and agree to comply with the TAC HEBP updated Billing & Payment Policies.

Signature: _____ Date: _____

Print Name: Weldon P Cude

Title: Title

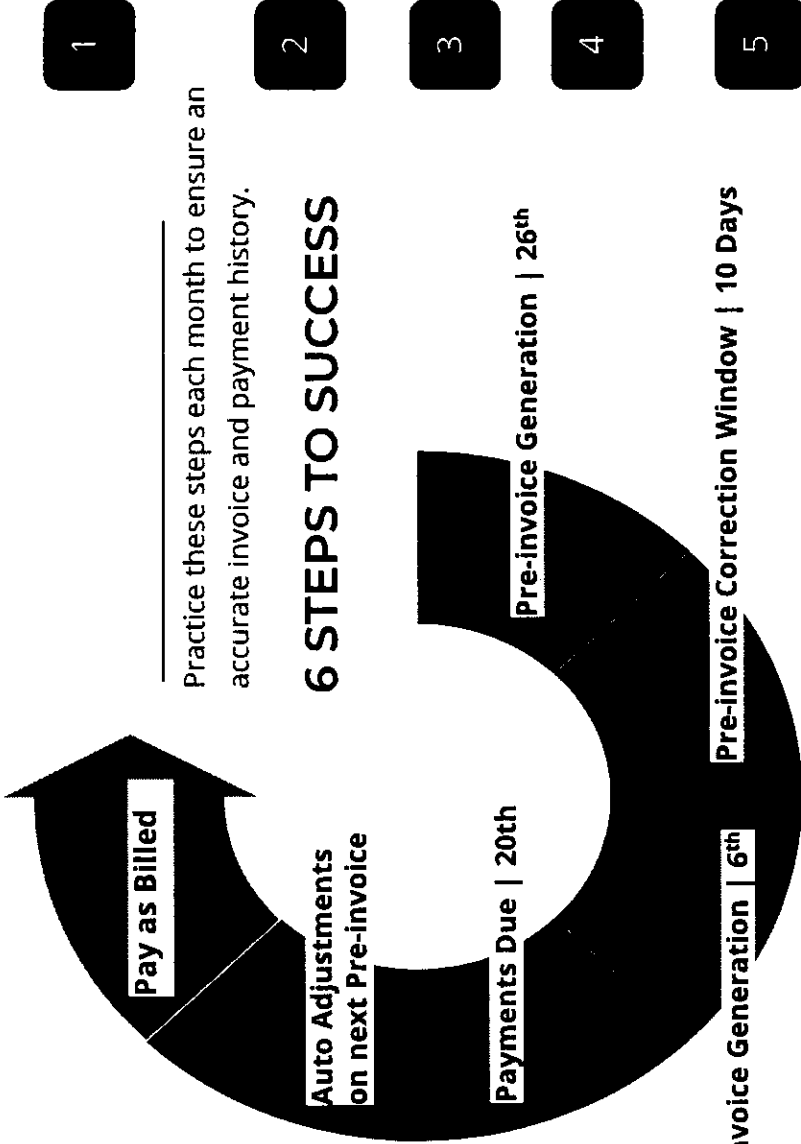
County/Entity Name: County/Entity Name

Please copy these documents for your records and email the signature page back to TAC.

If there are questions about policies and procedures, please contact your Employee Benefits Specialist at (800) 456-5974.

TAC HEBP Billing Review & Payment Process

Monthly enrollments, tier changes and terminations are entered in OASys, the online administration system, by the group. For additional details, refer to TAC HEBP's Eligibility Policies and Procedures.



The OASys system automatically creates adjusting credits and debits from processing enrollments, tier changes, and terminations. Pre-invoices are prepared near the **26th** of each month and are available for the county or group to review in OASys.

Any changes or corrections made in the system are reflected as a credit or debit on the final invoice in the following month.

Final invoice is sent on the **6th** of the month for which coverage is effective.

Payments are due in full on the **20th** of the month for which coverage is effective.

After the pre-invoice is run, groups have 10 days to make corrections in the OASys system to ensure accuracy of the final invoice for that month of coverage.

Groups must pay as billed for seamless reconciliation.

TAC HEBP does not accept retroactive terminations. Employers are responsible for all contributions through the end of the month in which a termination is reported, per **Senate Bill 51**.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 23.

Meeting Date: 04/28/2025

Item Title:

Submitted For: Curtis Vickers, Economic Development/ Project Manager

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve Running M Land Services, LLC to install a Aerobic Septic System at Pct. 2. The cost will be \$9,400.00. This will be paid out of the budget line item 012-460-633. Permit number 0125-0025 has been issued by Atascosa County.

ATTACHMENTS
information



Running M Land Services, LLC

PO Box 890

Lytle, TX 78052

Phone 210-897-1107

murairajim7@gmail.com

Customer: Atascosa County Precinct #2 /Mark Bowen

Address:1625 FM 3175 Lytle,Tx 78052

United States

Project: Aerobic septic system for office personnel

A) Arrobic system at

\$9,400.00 with -4% additional if paid with card. This price includes sand required for installation and backfill

1. 1 - AA500 ATU

SEPTIC TANK

2. 175 LF of 1" sch 40 purple pipe

3. 2 K-Rain spray heads

***NO HAUL OFF INCLUDED: SPOILS TO REMAIN ONSITE

*** spoils can be spread on site at time of execution, will not leave site and return to spread them

***Extra soil/sand required by county inspectors will be an additional charge

*** \$425 per load for sand

***After final inspection, settling around the tank and field is owners' responsibility. ***

***Access to set the tank and get the septic installed must be granted and anything that's in the way of the installation has to be removed ahead of time

Please note, with the ever-changing material market, all quotes are based today's current rates and may vary due to daily inflation increase

Prior to Construction:Customer . Will have locates done through Dig Tess/811 prior to construction.

- All private utilities, electric, water, irrigation lines, etc. must be marked by landowner.

- Running M Land Services LLC. is NOT responsible for:

- Unmarked utility lines

- Driveway

- Concrete

- ~Landscape

Jim Muraira, Owner

Accepted:

My signature below represents acceptance of this contract. Payments will be made as followed :50% down the day the tank is set and balance due upon passed county inspection. Failure to pay when due the above-described property is subject to enforcement of a mechanic's and material men's lien as provided by the Texas Constitution, Article 16&37, and the Texas Property Code, Chapters 53 through ANY DEPOSIT MADE IS

NON-REFUNDABLE DUE TO PURCHASE OF EQUIPMENT AND SUPPLIES. If credit card is being used to pay the payment will be due and payable upon completion with a convenience fee of 4% hereby authorize the work described above and agree to the terms and conditior stated on this form. This proposal may be withdrawn by us if not accepted with 7 days of sent email.

This price is good for propose to furnish the materials and perform the labor necessary for the completion of:

SIGNATURE X _____

DATE OF ACCEPTANCE _____



ATASCOSA COUNTY HEALTH DEPARTMENT

APPLICATION FOR ON-SITE SEWAGE FACILITY
NEW CONSTRUCTION AND MODIFICATION

ATASCOSA COUNTY USE ONLY
<u>D125-0025</u>
APPLICATION NO. 1-29-25
DATE \$ 350.00
AMOUNT CK# 8281

<input checked="" type="checkbox"/> NEW INSTALLATION
<input type="checkbox"/> MODIFICATION

County Comm.
Mark Bowen

- PROPERTY OWNER'S NAME: Atascosa County Precinct #2 (LAST) (FIRST) (MIDDLE)
- PERMANENT MAILING ADDRESS: 1 Courthouse Circle Suite 101 Jourdanton TX 78026
- TELEPHONE NO. DURING DAY: (830)-742-3946 / Cell-830-570-3378
- SITE ADDRESS: 1625 Fm 3175 Lytle tx 78052
- LEGAL DESCRIPTION: Sec. _____ Block _____ Lot _____ Date _____
SUBDIVISION: _____
- SOURCE OF WATER: Private Well Public Water Supply Benton City Water (NAME OF SUPPLIER)
OTHER THAN SUBDIVISION: ACREAGE 1.512, 0.267, 4.209 SURVEY acres
- SINGLE FAMILY RESIDENCE: No. of Bedrooms _____ Living Area (ft²) _____
- COMMERCIAL/INSTITUTIONAL (including multi-family residences) TYPE: office & shop facility
NO. OF EMPLOYEES/OCCUPANTS/UNITS: 11-TOTAL DAYS OCCUPIED PER WEEK: 5
- SITE EVALUATOR: KAELEIGH R. CRANDALL CERTIFICATION NO. PE 134570
- DESIGNER: KAELEIGH R. CRANDALL LICENSE NO. (PE OR RS): PE 134570
PHONE NO.: (830) 931-0400
- INSTALLER: JIM MILLER REGISTRATION NO.: OS-0032992
PHONE NO.: (830) 997-1107 exp: 3/31/27

I certify that the above statements are true and correct to the best of my knowledge. Authorization is hereby given to the Atascosa County Health Department to enter upon the above described property for the purpose of lot evaluation and inspection of on-site sewage facility and that a permit to operate the facility will be granted following successful inspection of the installed system which indicates that the system was installed in compliance with this commission's On-Site Sewage Facility Rules. TAC 30, Chapter 285.

12. Mark Bowen
(SIGNATURE OF OWNER)

10/21/2024
(DATE)

Permit/License Number : _____
Regulatory Authority : Atascosa

JT Environmental Services
13735 Greenwood rd
Atascosa Tx 78102
Cell (210) 347-4435

Customer: Atascosa County Precint #2
Site address: 1625 FM 3175
City: Lylie Zip: 78052
Phone: 830-570-3378
Email: _____

Septic System Service Agreement

I. General: This work for Hire Agreement (hereinafter referred to as "agreement") is entered into and between Atascosa County Precint #2 (hereinafter referred to as "Customer") and JT Environmental Service. By this agreement, JT Environmental Service and it's employees (hereinafter inclusive referred to as "Contractor") agree to render services at the site address stated below, and described herein, and the Customer agrees to fulfill his/her/their responsibilities, as described herein. The designed flow rate for this system is a maximum of 500 gallons per day.

II. Effective dates: This Agreement commences on January 2025 and ends on January 2027. If this is an initial agreement (new installation), the Customer will notify the Contractor within two(2) business days of the systems first use to establish the date of commencement. If no notification is received by the Contractor within ninety (90) days after completion of the installation or where county authority mandates, the date of commencement will be the date the "License to Operate" (Notice of Approval) was issued by the permitting authority. This agreement may or may not commence at the same time as any warranty period of installed equipment, but in no case shall it extend the specified warranty.

III. Renewal: This agreement shall automatically renew each at the same terms, conditions, and costs unless either party gives notice of termination a minimum of thirty (30) days prior to the end of the first agreement period. See section IV.

IV. Termination of agreement: This agreement may be terminated by either party with thirty (30) days written notice for any reason, including for example, substantial failure to perform in accordance with it's terms, without fault or liability of the terminating party. If this agreement is so terminated, Contractor will be paid at the rate of \$75.00 per hour for any work performed and for which compensation has not been received. After the deduction of any remaining monies from Prepayment for services will be refunded to Customer within thirty(30) days. Either party terminating this agreement for any reason, including non-renewal, shall notify in writing the equipment manufacturer and the appropriate regulatory authority a minimum of thirty (30) days prior to the date of such termination. Non payment of any kind shall be considered breach of contract and a termination.

V. Services: Contractor Will:

- a. Inspect and perform routine upkeep on the On-Site Sewage Facility (hereinafter referred to as OSSF) as recommended by the treatment systems manufacturer, and required by state and/or local regulation, for a total of two(2) visits per year. (Residential)
- b. Provide written record of each visit to the site by means of an inspection tag attached or contained in the control panel.
- c. Repair or Replace. If Contractor has necessary materials on site, any component of the OSSF to be falling or inoperative during the course of a routine monitoring visit. If such services are not covered by warranty, and services cost are \$100.00 or less. Customer hereby authorizes Contractor to perform the service and invoice Customer for said service. When service cost are greater than \$100.00, or if the contractor does not have the necessary supplies on site, the customer will be notified of required services and associated costs. Customer must notify Contractor of arrangements to affect repair of

system within two(2) days of said notification.

- d. Provide sample collection and laboratory testing of TSS and BOD on a yearly basis (commercial systems only, as applicable)
- e. Forward copies of this agreement and all reports to the regulatory agency and the Customer.
- f. Visit the site in response to Customer's request for unscheduled services within forty-eight (48) hours of the date of notification (weekends and holidays excluded) of said request. Unless otherwise covered by warranty, costs for such unscheduled responses will be billed to the customer.

VI. Disinfection: The Disinfection system will be maintained by the Customer. A cost estimate can be provided if the customer can not perform this function. Customer initial _____.

VII. Electronic Monitoring is not included in this agreement.

VIII. Performance of agreement: Commencement of performance under this agreement is contingent on the following conditions:

- a. If this is a 1. Contractor receipt of fully executed original copy or facsimile of this agreement and all documentation requested by Contractor.
2. Contractors receipt of payment of the Wastewater-monitoring fee in accordance with the terms as described in section XIV of this agreement.
- b. If the above conditions are not met, Contractor is not obligated to perform any portion of this agreement.

IX. Customers Responsibilities: The Customer is responsible for each and all of the following:

- a. Provide all necessary yard and lawn maintenance and removal of obstacles, including but not limited to : Dogs and other animals, vehicles, trees, brush, trash, or debris as needed to allow the OSSF to function properly, and to allow Contractor safe and easy access to all parts of the OSSF.
- b. Protect equipment from physical damage including but not limited to damaged caused by insects.
- c. Maintain a current license to operate and abide by the conditions and limitations of that license and all requirements for an OSSF from the State and/or local regulatory agency, whichever are more stringent, as well as proprietary systems manufacturer recommendations.
- d. Notify Contractor immediately of any and all alarms, and/or any and all problems with, including failure of the OSSF.
- e. Provide upon request by Contractor, water usage records for evaluation by Contractor as to the performance of the OSSF.
- f. Allow samples at both the inlet and outlet of the OSSF to be obtained by Contractor for the purpose of evaluation of the OSSF. If these samples are taken to a laboratory for testing, with the exception of the service provided under section V, subsection d, above. Customer agrees to pay contractor for sample collection and transportation, portal to portal, at a rate of \$35.00 per hour, plus associated fees for laboratory testing.
- g. Prevent the backwash or flushing of water treatment or conditioning equipment from entering the OSSF.
- h. Prevent condensation from air conditioning, or refrigeration units, or ice maker drains, from hydraulically overloading the aerobic treatment units. Drain lines may discharge into the surface application pump tank if approved by the system designer.
- i. Provide pumping and cleaning of tanks and treatment units, when as recommended by Contractor, at Customers expense.
- j. Maintain site drainage to prevent adverse effects to the OSSF.
- k. Pay promptly and fully, all Contractors fees, Bills, or invoices as described herein.

X. Access by Contractor: Contractor is hereby granted an easement to the OSSF for the purpose of performing services described herein. Contractor may enter during Contractors normal work hours and/or any reasonable hour without prior notice to Customer to perform services and/or repairs described herein. Contractor shall have access to the OSSF electrical and physical components.

Tanks and treatment units shall be accessible by means of man ways, or risers and removable covers, for the purpose of evaluation as required by state and/or local rules or proprietary system manufacturer. If not an initial agreement (new installation) and the access is not in place or provided by Customer, the cost for the labor of excavation, and possible other labor and material costs will be required. These costs shall be billed to the Customer as an additional service at a rate of \$75.00 per hour, plus materials at list price. Excavated soil shall be replaced as best as can at the time of service, and under no circumstances is the Contractor responsible for damages to sod, grass, roots, landscaping, or any unmarked underground items (telephone, television, electrical, cable, water, gas, etc) or for the uneven settling of soil.

XI. Limit of Liability: Contractor shall not be held liable for any incidental, consequential, special damages, economic loss due to expense, loss of profits or income, loss of use to Customer, whether in contract tort or any other theory. In no event shall Contractor be liable in an amount exceeding the total fee for services amount paid by Customer under this agreement.

XII. Severability: If any provision of the "Proposal and Contract" shall be held to be invalid or un-enforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of the "agreement" is invalid or un-enforceable, but that by limiting such provisions is would become valid and enforceable, then such provisions shall be deemed to be written, constructed and enforces as so limited.

XIII. Fee for services: The cost for this agreement is \$465.00 (Four Sixty Five). This fee only involves the regularly scheduled required inspection service described herein section V. **Services**. The Fee does not include any equipment, material, labor necessary for non-warranty repairs, unscheduled inspections, or Customer requested visits to site.

Price Schedule for common (not covered) services:

Customer requested site visits (Call Outs)

\$100.00

Site evaluation for existing OSEP (N/A if a service contract is initiated)

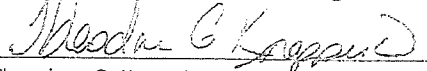
Samples necessary for Regulatory authority compliance, not required by the STATE

For all other services/repairs, the contractor will provide a cost estimate to the customer.

XIV. Payment: Full amount due upon signature (required of new customers). Payment of invoices for any other service or repair provided by Contractor are due upon receipt of invoice.

XV. Application or transfer of payment: The fees paid for this agreement may transfer to the subsequent property owner; however this agreement is not transferable. Customer will advise subsequent property owner of the state requirement that they sign a replacement agreement authorizing Contractor to perform the herein described services, and accepting the Customers responsibilities. This replacement agreement must be signed and received in the Contractors office within ten (10) days of the date of transfer of property ownership. Contractor will apply all funds received from Customer, first to any past due obligations arising from this agreement including fees or charges for service or repairs. Any remaining monies will be applied to the funding of the replacement agreement. The consumption of funds in this manner may result in a reduction in the termination date of effective coverage per this agreement. See section IV.

XVI. Entire agreement: This agreement contains the entire Agreement of the parties, and there are no other conditions in any other agreement, oral or written.



Theodore G. Krappie,

MP#002213

Customer Signature

Date

SITE EVALUATION AND CALCULATIONS

Site Evaluation:

Soil Texture: Clay
Soil Structure: Blocky
Soil Depth: 0" to 60"
Restrictive Horizon: None encountered
Groundwater: None encountered
Topography: Appox. 2% slope at spray areas

Determination: Site was determined to have a Class IV soil with no groundwater encountered. Due to the clay over the drainfield area an aerobic treatment unit followed by spray irrigation will be installed. The spray area will be controlled by a commercial irrigation timer.

Calculations:

This system is designed for an office with bathrooms only for 11 people. Water saving devices are used throughout.

$$Q = 11 \text{ people} (12 \text{ gpd / person}) = 132 \text{ gallons / day}$$

Use 180 gallons / day for conservatism

A 500 gallon aerobic treatment system, or equal, shall be installed. It has built in pre-treatment, and pump tanks. The aerobic unit shall be followed by a spray irrigation system. (Reference the System Layout) Chlorinator is required for water entering pump tank compartment. Liquid type chlorination shall be used.

$$R_i = 0.064 \text{ gal. / sq. ft. / day, (For location in Atascosa County)}$$

Required Area:

$$A = Q / R_i, \quad A = (180 \text{ gal. / day}) / (0.064 \text{ gal. / sq. ft. / day}) = 2813 \text{ sq. ft.}$$

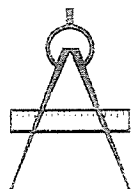
calculations continued on next page....

Owner Atascosa County Precinct #2

Location Atascosa County, Texas

Drawn by: Kaeleigh R. Crandall

Drawing No. 100-9940A



MANGOLD Engineering Company

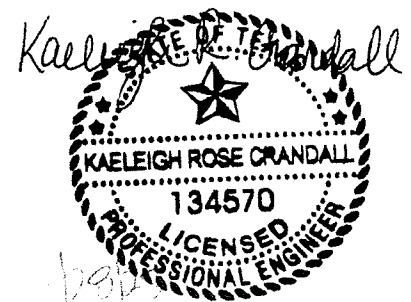
5596 CR 5710
Devine, TX 78016
Phone: (830) 931-0400

FIRM NO. 5549

Date: 1/28/25

Scale: None

Sheet 1 of 6



SITE EVALUATION AND CALCULATIONS

Calculations:

Install 2 sprinklers. The sprinklers are low angle type, with nozzle and spray radii as shown on the System Layout. See System Layout for spray pattern.

Proposed total area = 3040 sq. ft.

Overlap and masked area: 0 sq. ft.

Actual covered area = 3040 sq. ft. (Covered area is greater than required area)

A 1" ball valve will be installed just downstream of the pump either inside of or outside of the pump tank compartment. The ball valve shall be used to adjust the spray radius(radii) of the sprinkler(s) to the value(s) shown on the System Layout. (Reference the attached data for pump curves and nozzle data.)

NOTES FOR INSTALLER (if applicable):

Do not connect water softener back-wash to septic system.

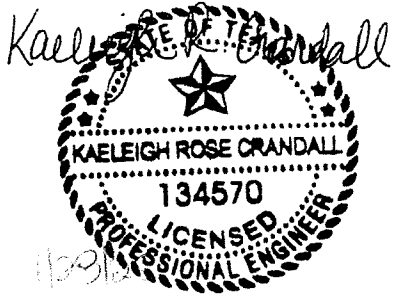
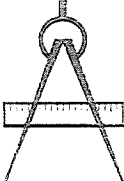
The TCEQ allows washing machine water to be discharged without treatment into a separate gray water system, unless the water contains human waste. Running this water out separate from the septic system can prolong the life of the system.

Areas where tanks and drainfields / spray areas are located shall be built-up or drained so that no ponding of water occurs in these areas.

The design application rate is 0.059 gallons / sq. ft. / day

Dosing cycle quantity is 180 gallons, average. Use a commercial irrigation timer.

The number of dosing cycles per day is one (1).

Owner Atascosa County Precinct #2 Location See sheet #1	Drawn by: <u>Kaeleigh R. Crandall</u> Drawing No. <u>100-9940A</u>	
 <p>MANGOLD Engineering Company 5596 CR 5710 Devine, TX 78016 Phone: (830) 931-0400</p> <p style="text-align: right;">FIRM NO. 5549</p>	Date: <u>1/28/25</u> Scale: <u>None</u> Sheet <u>2</u> of <u>6</u>	

SITE EVALUATION AND CALCULATIONS

The design pressure at each sprinkler head is 30 to 40 psig.

The total length of supply pipe is as shown on the System Layout

Means of preventing siphoning is an anti-siphon valve.

Diameter of supply line is as shown on the System Layout.

Flow control valve is required downstream of the pump.

NOTES TO OWNER OF SYSTEM:

MAINTENANCE AND MANAGEMENT PRACTICES (if applicable):

An OSSF should not be treated as if it were a normal city sewer system.

The excessive use of in-sink garbage grinders and grease discarding should be avoided.

Do not use the toilet to dispose of cleaning tissues, cigarette butts, or other trash.

Septic tanks shall be cleaned before sludge accumulates to a point where it approaches the bottom of the outlet device, to prevent solids from exiting the tank with the liquid.

Septic tanks should be cleaned every two-to-three years to prevent excessive sludge buildup.

Do not build driveways, storage buildings, or other structures over the treatment works or its disposal field.

Chemical additives or the so-called enzymes are not necessary for the operation of a septic tank. Some of these additives may be harmful to the tank's operation.

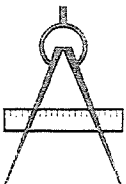
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Owner Atascosa County Precinct
#2

Location See sheet #1

Drawn by: Kaeleigh R. Crandall

Drawing No. 100-9940A



MANGOLD Engineering Company

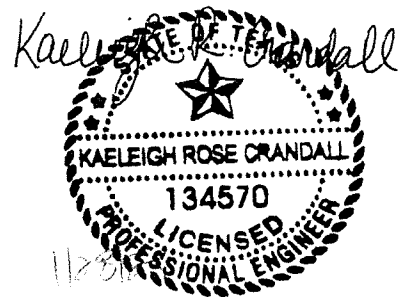
5596 CR 5710
Devine, TX 78016
Phone: (830) 931-0400

FIRM NO. 5549

Date: 1/28/25

Scale: None

Sheet 3 of 6



SITE EVALUATION AND CALCULATIONS

Soaps, detergents, bleaches, drain cleaners, and other household cleaning materials will very seldom affect the operation of the system. However, moderation should be exercised in the use of such materials.

It is not advisable to allow water softener back flush to enter into any portion of the OSSF.

Except for Aerobic systems, the liquid from the OSSF is still heavily laden with bacteria. Contact with this liquid should be avoided, if it surfaces.

WATER CONSERVATION MEASURES (if applicable):

Showers usually use less water than baths. Install a water saving shower head that uses less than 2 1/2 gallons per minute and saves both water and energy.

If you take a tub bath, reduce the level of water in the tub from the level to which you customarily fill it.

Leaky faucets and faulty toilet fill-up mechanisms should be repaired as quickly as possible.

Check toilets for leaks that may not be apparent. Add a few drops of food coloring to the tank. Do not flush. If the color appears in the bowl within a few minutes, the toilet fill or ball-cock valve needs to be adjusted to prevent water from overflowing the stand pipe, or the flapper at the bottom of the toilet tank needs to be replaced.

Reduce the amount of water used for flushing the toilet by installing one of the following: a new toilet (1.6 gallon); a toilet tank dam; or filling and capping one-quart plastic bottles with water (usually one is all that will fit in smaller toilet tanks) and lowering them into the tank of the existing 3.5 gallon or larger toilet. Do not use bricks since they may crumble and cause damage to the fixture.

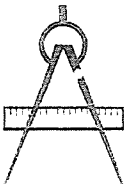
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Owner Atascosa County Precinct
#2

Location See sheet #1

Drawn by: Kaeleigh R. Crandall

Drawing No. 100-9940A



MANGOLD Engineering Company

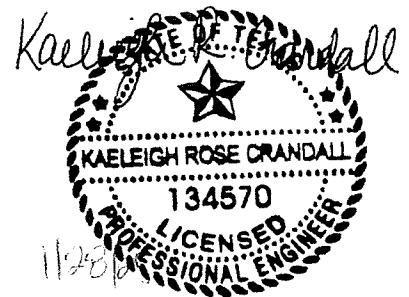
5596 CR 5710
Devine, TX 78016
Phone: (830) 931-0400

FIRM NO. 5549

Date: 1/28/25

Scale: None

Sheet 4 of 6



SITE EVALUATION AND CALCULATIONS

Try to run the dishwasher with a full load, whenever possible.

Avoid running the water continuously for brushing teeth, washing hands, rinsing kitchen utensils, or for cleaning vegetables.

Use faucet aerators that restrict flow to no more than 2.2 gallons per minute to reduce water consumption.

Keep a container of drinking water in the refrigerator instead of running the faucet until the water turns cool.

Insulate all hot water pipes to avoid long delays of wasted water while waiting for the heated water.

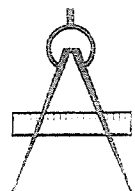
Ask your city, county, or local government about their programs to conserve water, and how they can help you save water.

Owner Atascosa County Precinct #2

Location See sheet #1

Drawn by: Kaeleigh R. Crandall

Drawing No. 100-9940A



MANGOLD Engineering Company

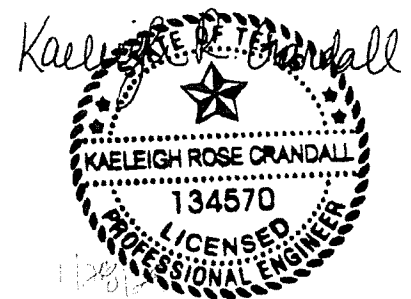
5596 CR 5710
Devine, TX 78016
Phone: (830) 931-0400

FIRM NO. 5549

Date: 1/28/25

Scale: None

Sheet 5 of 6



MANGOLD ENGINEERING COMPANY WILL NOT BE RESPONSIBLE FOR THE CONSEQUENCES OF THE USE OF ANY PART OF THE ENGINEERING OF THIS SEPTIC SYSTEM BEFORE THE ENGINEERING HAS BEEN COMPLETELY AND FINALLY APPROVED BY THE APPROPRIATE COUNTY AUTHORITY IN THE COUNTY FOR WHICH IT IS INTENDED. IF TEST HOLES WERE NOT PRESENT DURING THE SITE-EVALUATION, THE OWNER/INSTALLER SHALL BE RESPONSIBLE FOR DIGGING TEST HOLES AND CONTACTING MANGOLD ENGINEERING COMPANY PRIOR TO ANY USE OF THIS ENGINEERING DESIGN.

THERE IS A FLOOD PLAIN ON THE PROPERTY BUT THE BUILDINGS AND SEPTIC SYSTEM ARE ALL INSTALLED OUTSIDE OF THE BOUNDARIES OF THE 100 YEAR FLOOD PLAIN.

WHERE A WATER LINE IS CLOSER THAN 10' TO A WASTEWATER MAIN, THE WATER LINE SHALL BE CASED INSIDE OF A SCH 40 PVC PIPE SUCH THAT THE ENDS OF THE CASING ARE AT LEAST 10' AWAY FROM THE WASTEWATER MAIN. IN ADDITION, IF THE LINES CROSS, THE WATER LINE SHALL BE AT LEAST 6" ABOVE THE WASTEWATER MAIN.

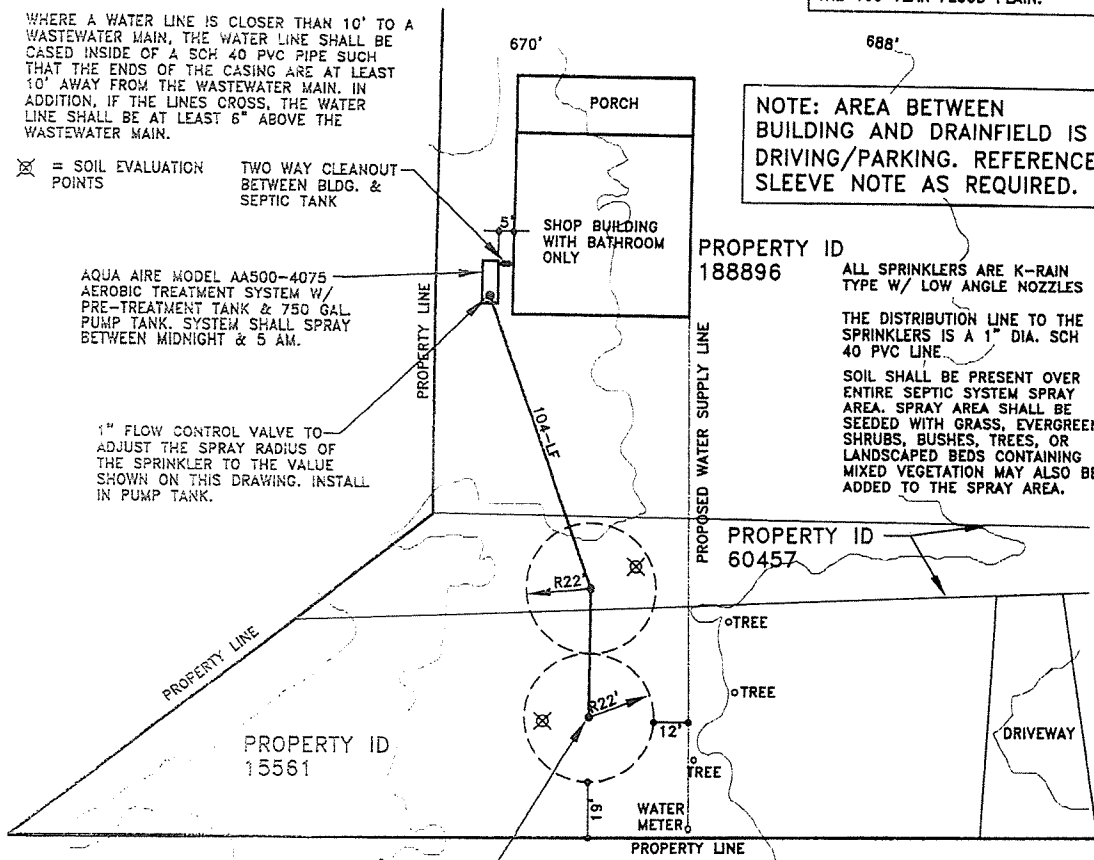
⊗ = SOIL EVALUATION POINTS

TWO WAY CLEANOUT BETWEEN BLDG. & SEPTIC TANK

AQUA AIRE MODEL AA500-4075 AEROBIC TREATMENT SYSTEM W/ PRE-TREATMENT TANK & 750 GAL PUMP TANK. SYSTEM SHALL SPRAY BETWEEN MIDNIGHT & 5 AM.

1" FLOW CONTROL VALVE TO ADJUST THE SPRAY RADIUS OF THE SPRINKLER TO THE VALUE SHOWN ON THIS DRAWING. INSTALL IN PUMP TANK.

NOTE: AREA BETWEEN BUILDING AND DRAINFIELD IS DRIVING/PARKING. REFERENCE SLEEVE NOTE AS REQUIRED.



PROPERTY ID 188896

ALL SPRINKLERS ARE K-RAIN TYPE W/ LOW ANGLE NOZZLES

THE DISTRIBUTION LINE TO THE SPRINKLERS IS A 1" DIA. SCH 40 PVC LINE

SOIL SHALL BE PRESENT OVER ENTIRE SEPTIC SYSTEM SPRAY AREA. SPRAY AREA SHALL BE SEEDED WITH GRASS, EVERGREEN SHRUBS, BUSHES, TREES, OR LANDSCAPED BEDS CONTAINING MIXED VEGETATION MAY ALSO BE ADDED TO THE SPRAY AREA.

PROPERTY ID 60457

PROPERTY ID 15561

FARM TO MARKET 3175

K-RAIN #1 LOW ANGLE NOZZLE (TYP.)

WHERE DRAIN LINES PASS UNDER ROADWAYS, THEY SHALL BE SCH 80 PVC OR THEY SHALL BE SLEEVED INSIDE OF A SCH 40 PVC PIPE WHICH IS AT LEAST TWO NOMINAL PIPE SIZES LARGER THAN THE DRAIN LINE.

SYSTEM LAYOUT *

Scale: 1" = 50'

NOTES:

SLOPE OF INFLOW LINE TO TANK IS 1/8 INCH PER FOOT OF RUN. PIPE SHALL BE 4" DIA. SCH 40 PVC.

PERFORATED PIPE TO BE LAID ON LEVEL OR SLIGHT DOWNWARD SLOPE FROM INLET, NOT MORE THAN 1" OVER 25' OF LENGTH.

SEPTIC TANK MUST BE WATERTIGHT & CONSTRUCTED OF REINFORCED CONCRETE, WITH CAPACITY AS SHOWN.

SINGLE TANK OR TWO TANK SYSTEM MAY BE USED. THE FIRST TANK OR COMPARTMENT MUST BE 1/2 TO 2/3 OF THE TOTAL VOLUME OF BOTH TANKS OR COMPARTMENTS.

DRAINFIELD WILL BE INSPECTED BY COUNTY INSPECTOR IN ACCORDANCE WITH CURRENT COUNTY INSPECTION REQUIREMENTS.

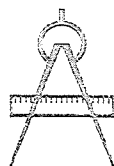
- * Septic tank must be a minimum of 50' from any private water well.
- Closest distance from any part of drainfield to private water well must be 100' minimum.
- Minimum separation distance between drainfield and septic tank is 5'.
- Minimum setback of drainfield from property lines is 5'.
- Minimum separation distance between septic tank or drainfield and water supply lines is 10'.

Owner Atascosa County Precint #2

Drawn by: Kaeleigh R. Crandall

Location 1625 FM 3175

Drawing No. 100-9940



MANGOLD Engineering Company
5596 CR 5710
Devine, TX 78016
Phone: (830) 931-0400

FIRM NO. 5549

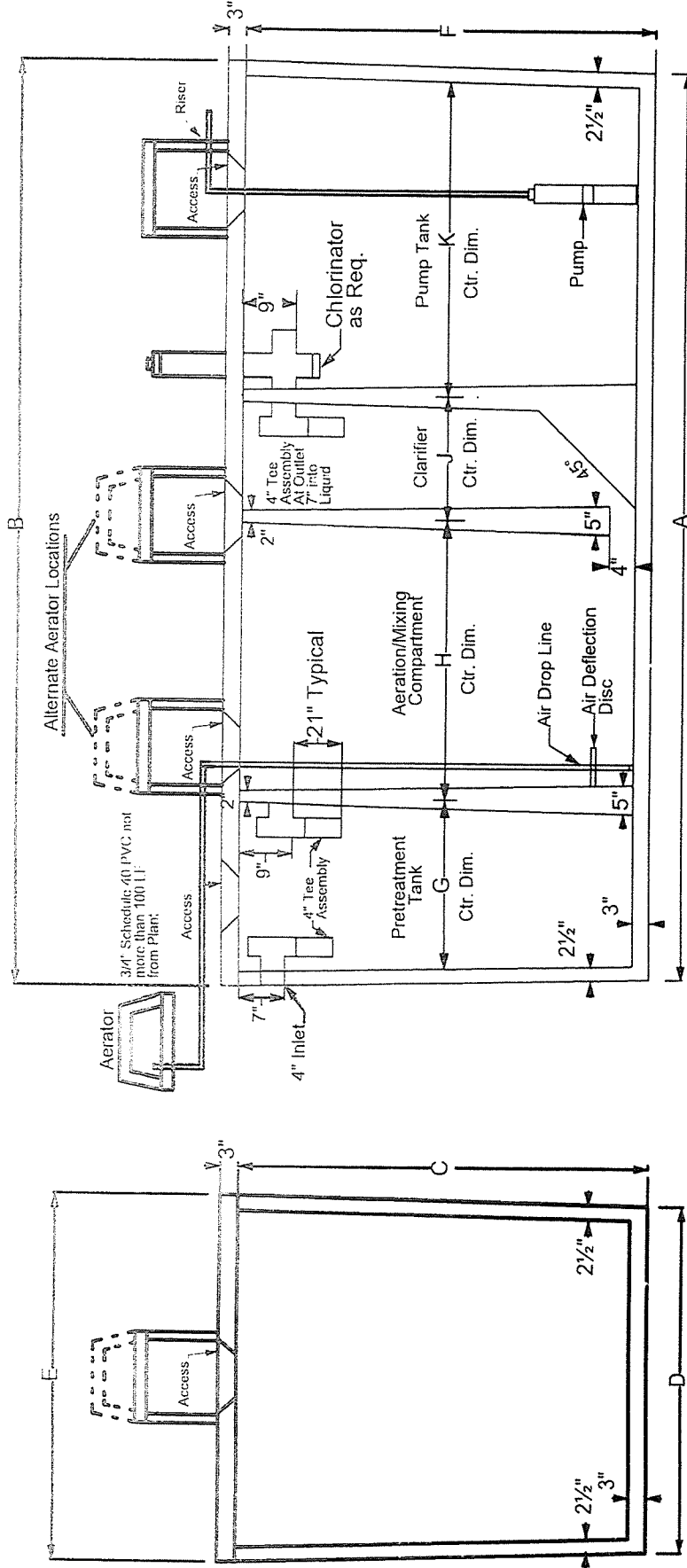
Date: 1/28/25

Scale: Noted

Sheet 2 of 5



AquaAire Sewage Treatment System
Models AA500-3575, AA500-4075, AA500-4050
One Piece with Lid

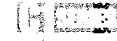


Schedule

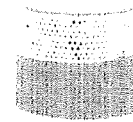
Designation	Trtmt Capacity	Total Volume	Aeration Volume	Clarifier Volume	A	B	C	D	E	F	G	H	J	K	Pre-Tank Volume	Pump Tank Volume
AA500-3575	500GPD	748	560	188	162 1/2	165 1/2	64	60	63	64	29 1/4	47 1/2	20 1/2	61 1/4	350 GAL	750 GAL
AA500-4075	500GPD	748	560	188	167 1/2	170 1/2	64	60	63	64	34 1/4	47 1/2	20 1/2	61 1/4	400 GAL	750 GAL
AA500-4050	500GPD	748	560	188	148	151	64	60	63	64	34 1/4	47 1/2	20 1/2	42 1/4	400 GAL	500 GAL

C1 SERIES - 1/2 HP

Gray water pumping, filtered effluent service water pumping, water reclamation projects such as pumping from rain catchment basins, aeration and other fountain or pond applications, agriculture and livestock water pumping



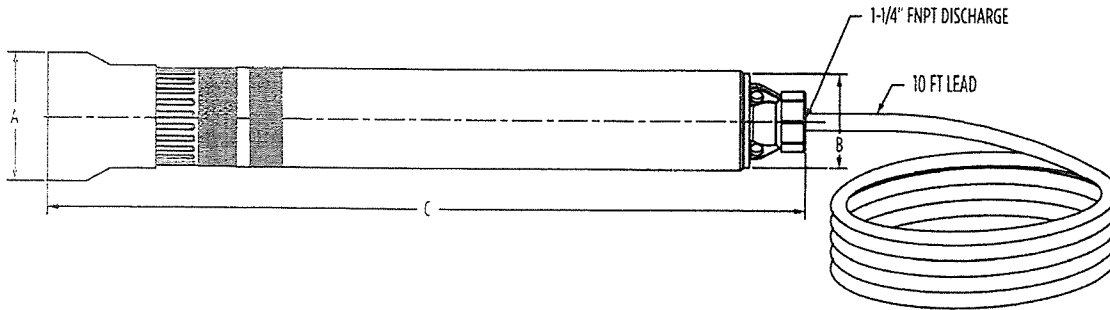
- ▣ Supplied with a removable 5" base for secure and reliable mounting
- ▣ Bottom suction design
- ▣ Robust thermoplastic discharge head design resists breakage during installation and operation
- ▣ Single shell housing design provides a compact unit while ensuring cool and quiet operation
- ▣ Hydraulic components molded from high quality engineered thermoplastics
- ▣ Optimized hydraulic design allows for increased performance and decreased power usage
- ▣ All metal components are made of high grade stainless steel for corrosion resistance
- ▣ Available with a high quality 115 V or 230 V, 1/2 hp motor
- ▣ Fluid flows of 10, 20, and 30 gpm, with a maximum shut-off pressure of 100 psi
- ▣ Heavy-duty 600 V 10 foot SJ00W jacketed lead



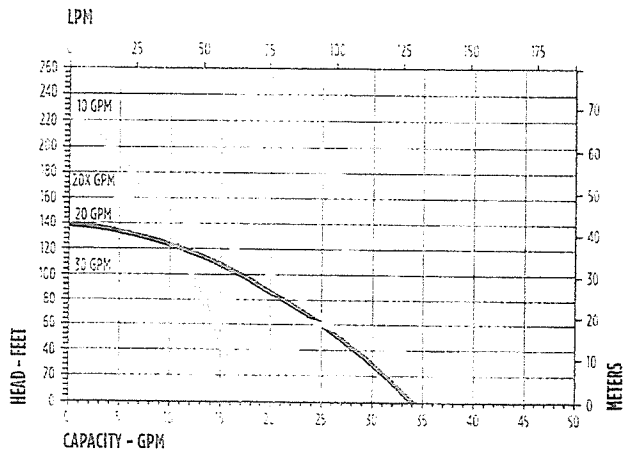
Model	Motor	Voltage	Phase	Flow (GPM)	Head (FT)	Flow (GPM)	Head (FT)	Shut-off Pressure		Rated Flow		Flow (GPM)	Head (FT)		Max. Amps	
								PSI	PSI	PSI	PSI					
90301005	10C1-05P4-2W115	1/2	115	60	7	9.0	920	2	93	215	50	115	14	22	50	10
90301010	10C1-05P4-2W230	1/2	230	60	7	4.5	920	2	93	215	50	115	14	22	50	5
90302005	20C1-05P4-2W115	1/2	115	60	5	9.0	920	2	56	130	34	78	28	9	20	10
90302010	20C1-05P4-2W230	1/2	230	60	5	4.5	920	2	56	130	34	78	28	9	20	5
90302015	20XC1-05P4-2W115	1/2	115	60	6	9.0	920	2	68	156	37	85	28	9	21	10
90302020	20XC1-05P4-2W230	1/2	230	60	6	4.5	920	2	68	156	37	85	28	9	21	5
90303005	30C1-05P4-2W115	1/2	115	60	4	9.0	920	2	39	89	19	45	35	13	29	10
90303010	30C1-05P4-2W230	1/2	230	60	4	4.5	920	2	39	89	19	45	35	13	29	50

EFFLUENT PUMPS

C1 SERIES - 1/2 HP



Model	Motor	Length (in)	Length (cm)	Diameter (in)	Diameter (cm)	Lead Length (in)	Lead Length (cm)
90301005	10C1-05P4-2W115	5"	12.70 cm	3.9"	9.91 cm	26"	66.04 cm
90301010	10C1-05P4-2W230	5"	12.70 cm	3.9"	9.91 cm	26"	66.04 cm
90302005	20C1-05P4-2W115	5"	12.70 cm	3.9"	9.91 cm	26"	66.04 cm
90302010	20C1-05P4-2W230	5"	12.70 cm	3.9"	9.91 cm	26"	66.04 cm
90302015	20XC1-05P4-2W115	5"	12.70 cm	3.9"	9.91 cm	26"	66.04 cm
90302020	20XC1-05P4-2W230	5"	12.70 cm	3.9"	9.91 cm	26"	66.04 cm
90303005	30C1-05P4-2W115	5"	12.70 cm	3.9"	9.91 cm	26"	66.04 cm
90303010	30C1-05P4-2W230	5"	12.70 cm	3.9"	9.91 cm	26"	66.04 cm



K-KEY Sprinkler Setting Instructions

is pre-set for 180° coverage and includes a pre-installed #2.5 nozzle.

INSTALLATION

1. Remove the cap from the top of the sprinkler.

2. Remove the nozzle from the nozzle socket.

3. Insert the nozzle into the nozzle socket.

4. Tighten the nozzle retention screw.

5. Insert the K-key into the keyhole.

6. Turn the turret clockwise to the desired angle.

7. Tighten the turret adjustment screw.

8. Turn the turret counter-clockwise to the desired angle.

9. Tighten the turret adjustment screw.

10. Turn the turret clockwise to the desired angle.

11. Tighten the turret adjustment screw.

12. Turn the turret counter-clockwise to the desired angle.

13. Tighten the turret adjustment screw.

14. Turn the turret clockwise to the desired angle.

15. Tighten the turret adjustment screw.

16. Turn the turret counter-clockwise to the desired angle.

17. Tighten the turret adjustment screw.

18. Turn the turret clockwise to the desired angle.

19. Tighten the turret adjustment screw.

20. Turn the turret counter-clockwise to the desired angle.

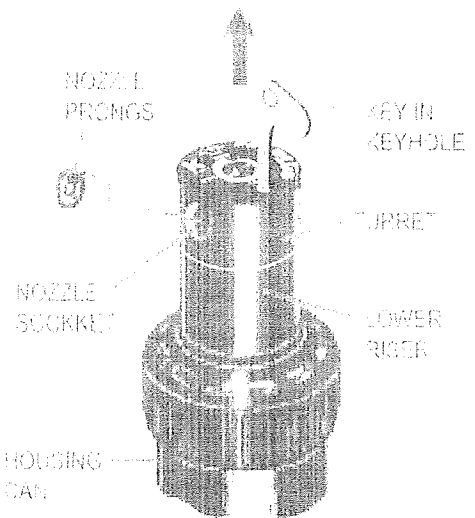
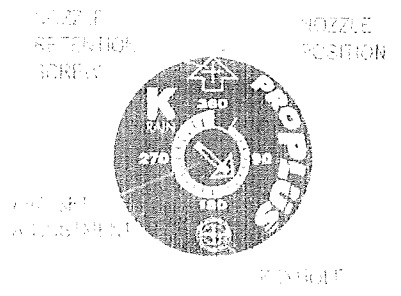
21. Tighten the turret adjustment screw.

22. Turn the turret clockwise to the desired angle.

K-KEY



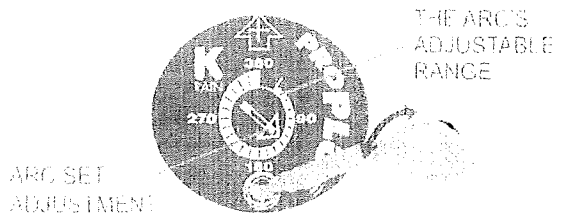
TURRET TOP



LEFT START RIGHT



ARC SELECTION 40° - 360°



K-Rain Sprinkler Setting Instructions

1. Turn the sprinkler to the desired angle.

2. Turn the sprinkler to the desired pressure.

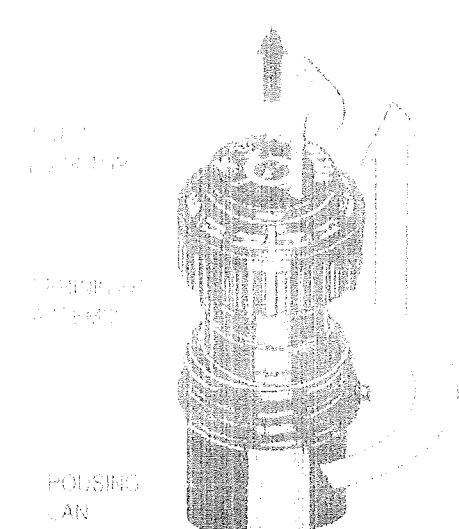
3. Turn the sprinkler to the desired flow rate.

4. Turn the sprinkler to the desired temperature.

5. Turn the sprinkler to the desired height.


6. Turn the sprinkler to the desired diameter.

7. Turn the sprinkler to the desired length.



LOW ANGLE PERFORMANCE DATA

Pressure (PSI)	Flow Rate (GPM)	Temperature (°F)	Height (ft)	Diameter (in)	Length (ft)	Flow Rate (GPM)	Temperature (°F)	Height (ft)	Diameter (in)	Length (ft)
20	100	1.5	10	1.5	10	100	1.5	10	1.5	10
30	150	2.0	15	2.0	15	150	2.0	15	2.0	15
40	200	2.5	20	2.5	20	200	2.5	20	2.5	20
50	250	3.0	25	3.0	25	250	3.0	25	3.0	25
60	300	3.5	30	3.5	30	300	3.5	30	3.5	30
70	350	4.0	35	4.0	35	350	4.0	35	4.0	35
80	400	4.5	40	4.5	40	400	4.5	40	4.5	40
90	450	5.0	45	5.0	45	450	5.0	45	5.0	45
100	500	5.5	50	5.5	50	500	5.5	50	5.5	50



K RAIN MANUFACTURING CORP
 10000 K-Rain Ave. N.
 Minneapolis, MN 55428
 Tel: 612-835-1000
 Fax: 612-835-1001
 Email: info@k-rain.com

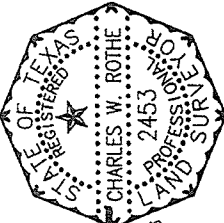
Atascosa County, Texas

Prepared For: County of Atascosa

A Plat of 4.209 acres of land situated about 24.5 miles N 35°45' W of Jourdanton in Atascosa County, Texas, out of Survey No. 514, Abstract No. 744, Jno. G. Rensing, original Grantee, being a portion of that certain 157.783 acre tract of land described in a Deed to Joseph P. Gerlich and Samuel H. Vester, Jr. from Granberg Ranch Associates, Ltd., dated July 27, 2006, as recorded in Instrument No. 83720 of the Official Public Records of Atascosa County, Texas.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing plat was prepared from an actual survey made under my supervision on the ground and that the same is true and correct. Witness my hand and seal this the 14th day of April, 2015.

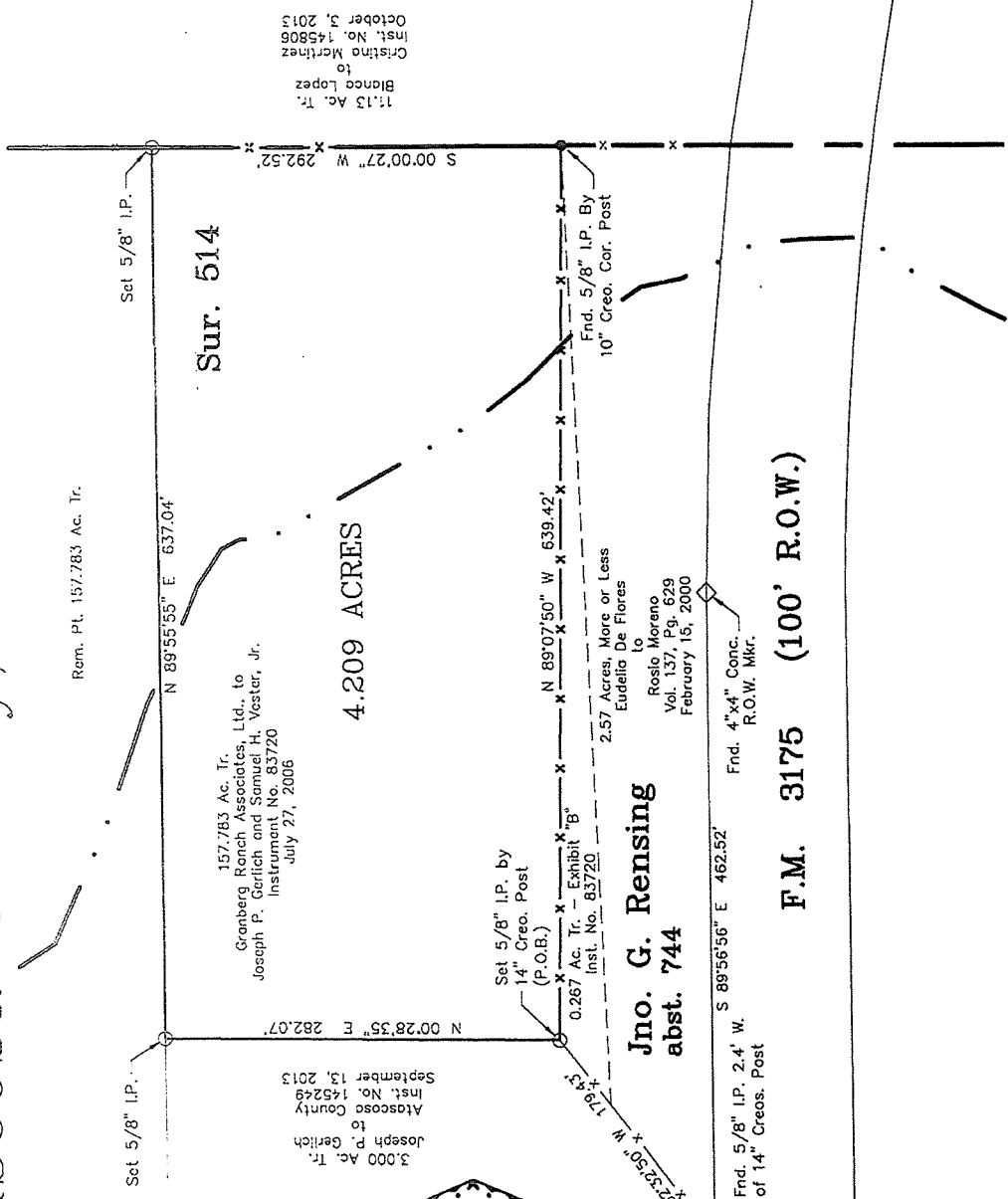


Charles W. Rothe
 Charles W. Rothe
 Registered Professional Surveyor No. 2453
 Firm No. 10122200



Scale: 1"=100'

Charles Rothe & Assoc., Inc.
 Engineers & Surveyors
 1705 Ave. K, P.O. Box 426
 Hondo, TX 78861
 Ph: (830)426-3005
 Fax: (830)426-8160
 e-mail: cressoc@hondo.net
 www.rothelandsurveyor.com





4 PGS 162355
CTY DEED

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

General Warranty Deed

Date: May 28, 2015

Grantor: JOSEPH P. GERLICH, as his sole and separate, nonhomestead property,
Grantor's Mailing Address:
3201 Cherry Ridge, Suite A104
San Antonio, TX 78230

Grantee: COUNTY OF ATASCOSA
Grantee's Mailing Address:
1 Courthouse Circle Dr., Suite 101
Jourdanton, TX 78026

Consideration:
Ten Dollars (\$10.00) and other good and valuable consideration

Property (including any improvements):
4.209 acres of land situated about 24.5 miles n 35° 45' W of Jourdanton, Atascosa County, Texas, out of Survey No. 514, Abstract No. 744, John G. Rensing, original Grantee, being a portion of that certain 157.783 acre tract of land described in a Deed to Joseph P. Gerlich and Samuel H. Vester, Jr. from Granberg Ranch Associates, Ltd., dated July 27, 2006, as recorded in Instrument No 83720 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds in Exhibit A, attached hereto and made a part hereof for all purposes.

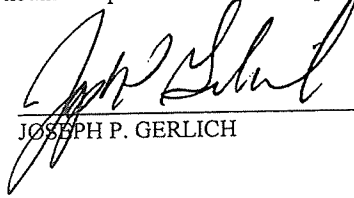
Reservations from Conveyance:
None

Exceptions to Conveyance and Warranty:

1. Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2015, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.
2. Right of Way Easement dated December 2, 1991, from Verna F. Granberg to Benton City Water Supply Corporation, recorded in Volume 846, Page 736, Deed Records of Atascosa County, Texas.
3. Oil, Gas, and Mineral Lease dated August 9, 1967, between K.G. Granberg, Sr. and Verna F. Granberg, as Lessor, and N. Adams, as Lessee, recorded in Volume 321, page 376, Deed Records of Atascosa County, Texas, together with all rights incident thereto.
4. Memorandum of Oil and Gas Lease dated August 3, 1988, between Verna Fischer Granberg, and Granberg Cattle Company, Inc., Lessors and Desert Resources, Inc. Lessee, recorded in Volume 800, Page 873, Deed Records of Atascosa County, Texas.
5. Non-participating royalty reservation as described in Deed dated April 25, 1950, from Roy C. and Amanda Ellen Phipps to Tom B. and Cleo Howell, recorded in Volume 203, Page 157, Deed Records of Atascosa County, Texas.

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

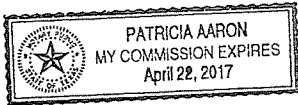
When the context requires, singular nouns and pronouns include the plural.




JOSEPH P. GERLICH

STATE OF TEXAS)
COUNTY OF ATASCOSA)

This instrument was acknowledged before me on May 28, 2015, by JOSEPH P. GERLICH.





Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Atascosa County Attorney
1 Courthouse Circle Dr., #3B
Jourdanton, TX 78026

AFTER RECORDING RETURN TO:
County of Atascosa
1 Courthouse Circle Dr., Suite 101
Jourdanton, TX 78026

THE STATE OF TEXAS
COUNTY OF ATASCOSA

PREPARED FOR: County of Atascosa

FIELD NOTES TO DESCRIBE

A survey of 4.209 acres of land situated about 24.5 miles N 35°45' W of Jourdanton, in Atascosa County, Texas, out of Survey No. 514, Abstract No. 744, John G. Rensing, original Grantee, being a portion of that certain 157.783 acre tract of land described in a Deed to Joseph P. Gerlich and Samuel H. Vester, Jr. from Granberg Ranch Associates, Ltd., dated July 27, 2006, as recorded in Instrument No. 83720 of the Official Public Records of Atascosa County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING:** At a 5/8" iron pin set by a 14" diameter creosote post for the upper Southeast corner of that certain 3.000 acre tract of land described in a Deed to Atascosa County from Joseph P. Gerlich, dated September 13, 2013, as recorded in Instrument No. 145249 of the aforementioned Official Public Records, the Northwest corner of that certain 0.267 acre tract of land described as Exhibit "B" in the aforementioned Deed to Joseph P. Gerlich and Samuel H. Vester, Jr., and the Southwest corner of this survey from which a 5/8" iron pin found 2.4 feet West of a 14" diameter creosote post on the North R.O.W. line of F.M. Highway 3175 for the lower Southeast corner of said 3.000 acre tract of land and the Southwest corner of that certain 2.57 acres of land, more or less, described in a Deed to Rosio Moreno from Eudelia De Flores, dated February 15, 2000, as recorded in Volume 137 on Page 629 of the said Official Public Records, bears S 52-32-50 W 179.43 feet, from said 5/8" iron pin a 4" x 4" concrete R.O.W. marker found at the point-of-curvature of a curve to right on the North R.O.W. line of said F.M. Highway 3175 bears S 89-56-56 E 462.52 feet;
- THENCE:** Along the East line of said 3.000 acre tract of land, N 00-28-35 E 282.07 feet to a 5/8" iron pin set for the Northeast corner of said 3.000 acre tract of land and the Northwest corner of this survey;
- THENCE:** N 89-55-55 E 637.04 feet to a 5/8" iron pin set in fence on the recognized East line of said Survey No. 514, the East line of said 157.783 acre tract of land, and the West line of that certain 11.13 acres of land described in a Deed to Cristina Martinez from Blanca Lopez, dated September 30, 2013, as recorded in Instrument No. 145806 of the said Official Public Records, for the Northeast corner of this survey;
- THENCE:** Generally along fence, the recognized East line of said Survey No. 514, the East line of said 157.783 acre tract of land, and the West line of said 11.13 acres of land, S 00-00-27 W 292.52 feet to a 5/8" iron pin found by a 10" diameter creosote corner post for the upper Southeast corner of said 157.783 acre tract of land, the East corner of said 0.267 acre tract of land, the Northeast corner of said 2.57 acres of land, more or less, and the Southeast corner of this survey;
- THENCE:** Generally along fence, the easternmost South line of said 157.783 acre tract of land, and the North line of said 0.267 acre tract of land, N 89-07-50 W 639.42 feet to the POINT OF BEGINNING.

The bearings are relative to Geodetic North WGS 84 as taken from GPS Observations.

I certify that the foregoing field note description was prepared from an actual survey made under my supervision on the ground and that same is true and correct. Witness my hand and seal this the 14th day of April, 2015.

County of Atascosa (4.209 Acres) – Page 2

Charles W. Rothe

Charles W. Rothe
Registered Professional Surveyor No. 2453
1705 Avenue K, P. O. Box 426
Hondo, Texas 78861
Ph. (830) 426-3005
FAX (830) 426-8160



FILED AND RECORDED
OFFICIAL PUBLIC RECORDS

Diane Gonzales

Diane Gonzales, County Clerk
Atascosa County Texas

May 28, 2015 03:49:10 PM

FEE: \$0.00
CTY DEED

162355

2 pgs
SHD

220121

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your social security number or your driver's license number.

SHERIFF'S TAX DEED

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF ATASCOSA

That, whereas, by virtue of an Order of Sale issued by the Clerk of the District Court in and for Atascosa County, dated September 17, 2021 on a certain judgment rendered in said Court on 2nd day of June, 2021, in a certain suit NUMBER 20-06-0534-CVA, styled **ATASCOSA COUNTY, ET AL vs. MARIA GARCIA, FKA MARIA MATAMOROS, ET AL**, I, Sheriff, David Soward, of said County, did upon November 2, 2021, levy upon and advertise the said premises as described in said Order of Sale, by giving public notice of the time and place of said sale by an advertisement in the English language, published once a week for three (3) consecutive weeks preceding such sale, the first publication appearing not less than twenty (20) days immediately preceding the day of sale, beginning on November 10, 2021, in the PLEASANTON EXPRESS, a newspaper published in the County of Atascosa, stating in said advertisement the authority by virtue of which such sale was to be made, the time of levy, the time and place of sale, a brief description of the property to be sold, the number of acres, the original survey, its locality in the County, and the name by which the land is generally known, and by delivering a similar notice to each of the named Defendants, and on the first Tuesday being December 7, 2021, beginning at 10:00 AM sold said hereinafter described land or lots at public venue, at the Steps of the Courthouse of said County, at which sale the premises hereinafter described were bid off to:

Atascosa County
1 Courthouse, Circle Dr. Ste. 206
Jourdanton, TX 78026

for the sum of \$52,000.00, Atascosa County being the highest bidder(s) therefore, and that being the highest bid for the same, NOW, THEREFORE, in consideration of the premises aforesaid, and of the payment of the aforesaid sum, the receipt of which is hereby acknowledged, I, Sheriff, David Soward, as Sheriff aforesaid, have Granted, Sold, and Conveyed, and by these presents do Grant, Sell, and Convey unto the said grantee(s) all of the estate, right, title, and interest which the Defendants in such suit had on the date said judgment was rendered or at any time afterwards, in and to the following described land and premises, as described in the Order of Sale:

PROPERTY DESCRIPTION

TRACT 1: 1.52 ACRES OF LAND, MORE OR LESS, (SOMETIMES DESCRIBED AS 2.57 ACRES) OUT OF THE J.G. RENSING SURVEY NO. 514, ABSTRACT 744, ATASCOSA COUNTY, TEXAS; ACCORDING TO THE DEEDS RECORDED IN VOLUME 637, PAGES 265-268 AND IN VOLUME 137, PAGES 629-630, DEED RECORDS ATASCOSA COUNTY, TEXAS AND

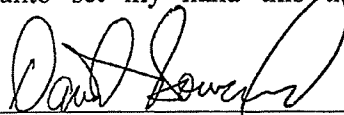
TRACT 2: 0.267 ACRES OF LAND, MORE OR LESS, OUT OF THE J.G. RENSING SURVEY NO. 514, ABSTRACT 744, ATASCOSA COUNTY, TEXAS; ACCORDING TO THE DEED RECORDED IN VOLUME 217, PAGES 427-428, DEED RECORDS ATASCOSA COUNTY, TEXAS

TO HAVE AND TO HOLD the above described premises unto the said grantee(s), their heirs and assigns forever, as fully and absolute as I, Sheriff, David Soward, as Sheriff aforesaid, can convey by virtue of said Order of Sale;

Subject, however to the owner's right to redeem the same in the manner and within the time prescribed by Section 34.21 of the Property Tax Code of the State of Texas.

This conveyance is made expressly subject to recorded restrictive covenants running with the land, and valid easements of record as of the date of this sale, if such covenants or easements were recorded prior to January 1 of the year the tax lien(s) arose.

IN TESTIMONY WHEREOF, I have hereunto set my hand this the 9 day of Dec., 20 21.



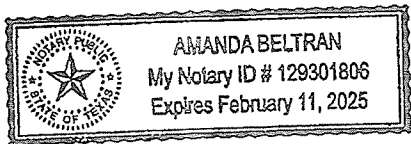
Sheriff, David Soward
Sheriff, Atascosa County, Texas

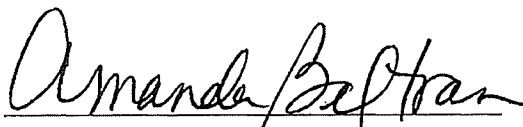
STATE OF TEXAS

ATASCOSA COUNTY

Before me, the undersigned authority, on this day personally appeared Sheriff, David Soward, Sheriff of Atascosa County, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes, consideration, and in the capacity therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 9th day of December, 20 21.






Notary Public, State of Texas
Commission Expires: 2/11/2025

Prepared and Recorded For:
Atascosa County
1 Courthouse, Circle Dr. Ste. 206
Jourdanton, TX 78026

After Recording Return To:
Linebarger Goggan Blair & Sampson LLP
112 E. Pecan St. Suite 2200
San Antonio, TX 78205

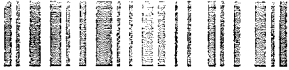
FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Diane Gonzales, County Clerk
Atascosa County Texas

December 09, 2021 01:03:07 PM

FEE: \$0.00 JSANCHEZ **220121**
SHD



AFFIDAVIT TO THE PUBLIC

COUNTY OF ATASCOSA
THE STATE OF TEXAS

CERTIFICATION OF COMBINATION OF PROPERTY

Before me, the undersigned authority, on this day personally appeared Mark Jones, who after being duly sworn, upon oath states that he/she is the owner of the record of those certain lots, tracts or parcels of land lying and being situated in Atascosa County, Texas and being more particularly described as follows:

Property # 118896	ABS: A 00744	Rensing	SC-514, 4.209 Ac
Property # 10457	ABS: A 00744	Rensing	SC-514, .267 ac
Property # 10261	ABS: A 00744	Rensing	SC-514, 1.512 ac

The undersigned further states that the On-site Sewage Facility(s) and/or improvements for the referenced properties crosses the boundary between the described properties. **These properties cannot be sold separately and must be sold as one. Any buyer or transferee is hereby notified of this.**

State of Texas
County Atascosa

This instrument was acknowledged before me on the Jan day of 3, 2025.

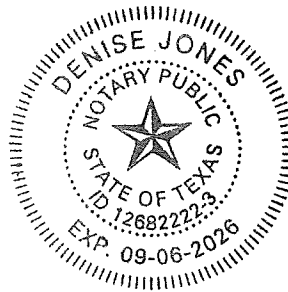
Mark Jones
Owner(s) Signature

Owner(s) Signature

Denise Jones
Notary Public, State of Texas

Denise Jones
Notary's Printed Name

09-06-2026
My Commission Expires



AFFIDAVIT TO THE PUBLIC

THE COUNTY OF ATASCOSA, STATE OF TEXAS

Before me, the undersigned authority, on this day personally appeared Mark Bowen who after being by me duly sworn, upon oath states that he and Fred D. Jay, are the owners of record of the certain tracts of land lying and being situated in Atascosa County, Texas, and being more particularly described in this document, and the deed records located in Atascosa County

TRACT 1 LOT N/A SUBDIVISION (Property ID #188896; Legal Description: ABS: A00744 Rensing SC-514, 4.209AC) UNIT N/A BLOCK

AND

TRACT 2 LOT N/A SUBDIVISION (Property ID #60457; Legal Description: ABS: A00744 Rensing SC-514, .267 AC) UNIT N/A BLOCK

AND

TRACT 3 LOT N/A SUBDIVISION (Property ID #15561; Legal Description: ABS: A00744 Rensing SC-514, 1.512 AC) UNIT N/A BLOCK

We have been required to file this Affidavit by the Atascosa County Environmental Health Department as a condition for approval of a permit for construction of a on-site sewage facility and licensing on Tract 1 to service our house located on Tract 1.

In fulfillment of that requirement, I agree that I will not sell or otherwise convey the above-described Tract 1 separate from Tract 2 and Tract 3.

Further, the undersigned states that he, Mark Bowen, will upon any sale or transfer of the above-described properties, request a transfer of the license to operate such system to the buyer or transferee. Any buyer or transferee is hereby notified of these requirements for the use of the system.

WITNESS MY HAND ON THIS 3 DAY OF December, 2024

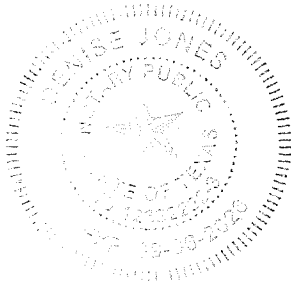
Handwritten signature of Mark Bowen

OWNER/AGENT NAME (SIGNATURE)

Printed name: Mark C. Bowen

OWNER/AGENT NAME (PRINTED)

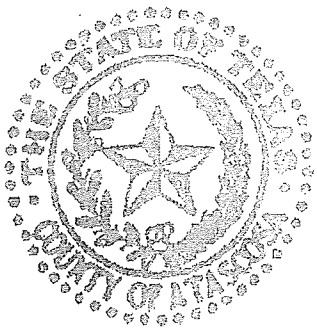
SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 3rd DAY OF December, 2024



Handwritten signature of Denise Jones, Notary Public, State of Texas

Notary's Printed Name: Denise Jones

Commission Expires: 09/06/2026



ATASCOSA COUNTY CLERK
1 COURTHOUSE CIRCLE DRIVE
JOURDANTON, TX 78026
(830) 767-2511

Receipt Time: 01/03/2025 10:53:45 AM
Issued To: MARK BOWEN

Receipt #: 256520

Documents

#	Type	# Pages	Quantity	Reference #	Book / Page	Amount
1	AFFIDAVIT	1	1	248627		\$25.00
Total :						\$25.00

Payments

#	Type	Payment #	Amount	NSF
1	NO FEE		\$0.00	
Total Payments:			\$0.00	



JOURDANTON, TEXAS

THANK YOU
THERESA CARRASCO
ATASCOSA COUNTY CLERK
DEPUTY: SOCHOA



AFFIDAVIT TO THE PUBLIC

THE COUNTY OF ATASCOSA
STATE OF TEXAS

CERTIFICATION OF ON-SITE SEWAGE FACILITY (OSSF) MAINTENANCE

According to the Texas Commission on Environmental Quality Rules for On-Site Sewage Facilities, this document is filed in the Deed Records of Atascosa County, Texas

I.

The Texas Health and Safety Code, Chapter 366 authorizes the Texas Commission on Environmental Quality (TCEQ) to regulate on-site sewage facilities (OSSFs). Additionally, the Texas Water Code (TWC), 5.012 and 5.013, gives the TCEQ primary responsibility for implementing the laws of the State of Texas relating to water and adopting rules necessary to carry out its powers and duties under the TWC. The TCEQ, under the authority of the TWC and the Texas Health and Safety Code, requires owner's to provide notice to the public that certain types of OSSFs are located on specific pieces of property. To achieve this notice, the TCEQ requires a deed recording. Additionally, the owner must provide proof of the recording to the OSSF permitting authority. This deed certification is not a representation or warranty by the TCEQ of the suitability of this OSSF, nor does it constitute any guarantee by the TCEQ that the appropriate OSSF was installed.

II.

An OSSF requiring a maintenance contract, according to 30 Texas Administrative Code 285.91(12) will be installed on the property described as:

Address at Site: 1105 FM 3175 Lytle, TX 78052

Legal Description: Ac 400744 Rensing SV-514, 1.512 acres

The property is owned by: Atascosa County

This OSSF must be covered by a continuous maintenance contract. The undersigned further understands that the owner of the surface application system shall continuously maintain a signed written contract, for service and repairs, with a valid maintenance company. An approved maintenance company must perform all maintenance on this OSSF, and a signed maintenance contract must be submitted to the ATASCOSA COUNTY SANITATION DEPARTMENT within 30 days after the property has been transferred.

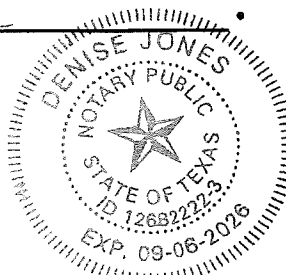
The owner will, upon any sale or transfer of the above-described property, request a transfer of the permit for the OSSF to the buyer or new owner. A copy of the planning material for the OSSF can be obtained from the Atascosa County Sanitation Department.

WITNESS BY HAND(S) ON THIS 29th DAY OF January, 2025

Signature of Owner(s) [Handwritten Signature]

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 29th DAY OF January, 2025

By [Handwritten Name]
(Name of homeowner(s))



Notary Public, State of Texas
Printed Name: Denise Jones
My Commission Expires: 9-6-26
[Handwritten Signature]



ATASCOSA COUNTY CLERK
1 COURTHOUSE CIRCLE DRIVE
JOURDANTON, TX 78026
(830) 767-2511

Receipt Time: 01/29/2025 02:05:34 PM
Issued To: ATASCOSA COUNTY

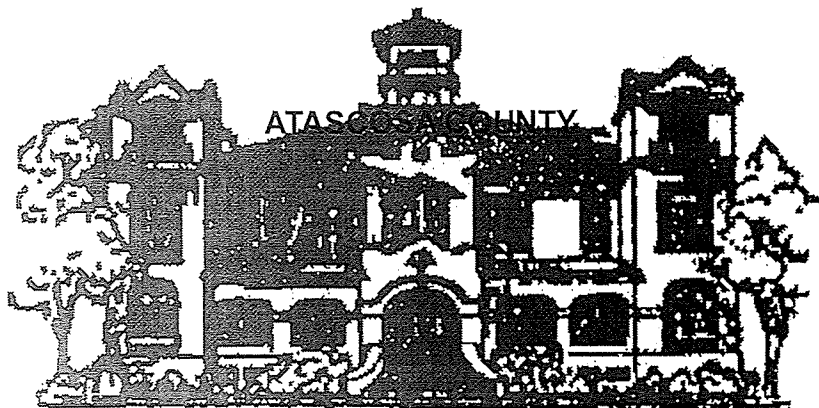
Receipt #: 257291

Documents

#	Type	# Pages	Quantity	Reference #	Book / Page	Amount
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Total :						\$25.00

Payments

#	Type	Payment #	Amount	NSF
1	NO FEE		\$0.00	
Total Payments:			\$0.00	



JOURDANTON, TEXAS

THANK YOU
THERESA CARRASCO
ATASCOSA COUNTY CLERK
DEPUTY: LCASTANEDA

RDG architecture & development

**“Architectural letter of Engagement”
Atascosa County / Lytle Commissioner’s Office Finish Out**

September 19, 2024

Mark Bowen, County Commissioner Precinct 2

1 Courthouse Circle Dr., Suite 101
Jourdanton, Texas 78026

Weldon P. Cude, Atascosa County Judge

1 Courthouse Circle Dr., Suite 101
Jourdanton, Texas 78026

**Ref: 1,200 square foot architectural interior design & finish out
Direct the mechanical & electrical design for the finish out and the
balance of the building for lighting, power and mechanical installations.**

Gentlemen,

Thank you for considering RDG in providing architectural services for the office finish out design and construction of an office use for a space to serve as the Commissioner’s office and his staff. And thank you for your time to visit with me on site yesterday.

This proposal is to provide the design, construction documents and construction administration for the 1,200 square foot office footprint within the existing shell building. A sketch of the of the desired space has been provided by the Commissioner. I have been advised that a plat of the property and building plans for the shell building may be available. I anticipate receiving this information as it will save time as it is imperative to have documentation on existing conditions.

Phase One - Preliminary Design / Retainer

Upon approval of this proposal, the preliminary design of the interior space to encompass the new office area and supporting services can begin at once. Without the forementioned site and building documentation RDG will require access to the site to perform the documentation of existing conditions. The Phase One portion

210.872.2965

P.O. Box 90989

San Antonio, Texas 78209

of the work will require retainage to begin and will cover the cost for preliminary design until approval of the plan by all interested parties.

The retainage / fee for Phase One will be: 2,500.00

Phase Two – Construction Documents and Specifications

Once the preliminary design has been approved, RDG can begin working with the mechanical and electrical engineering firm to collaborate in producing a complete set of construction documents for selection of a candidate General Contractor. RDG is aware the County department for oversight of the procurement of the General Contractor will administer the advertising, bidding and selection process. RDG will consult with the County to determine the right GC for the project.

The following is a preliminary list of construction documents for bidding and construction, to be modified as required:

- Cover Sheet, location map, index to drawings and code compliance.
- Architectural Site plan to identify any site improvements outside the existing building’s perimeter such as sidewalks (at entry) and handicap accessible parking and signage.
- Existing / Demolition Plan if required.
- Proposed Interior Floor Plan for the entry, waiting, restrooms, offices and breakroom/conference areas. Mezzanine plan if allowed for this use.
- Enlarged Toilet Plans and Elevations.
- Reflected Ceiling Plan.
- Wall sections and required details, covered entry.
- Room Finish Schedule.
- Door elevations, hardware and window(s) elevations if applicable.

The architectural fee for Phase Two CD’s will be: 4,000.00

Phase Three – Construction Administration

At the completion of the bidding and selection process by the County of Atascosa, RDG will provide on-site administration of the AE documents to ensure the work is being performed to the general intent of the contract.

The fee for Phase Three will be: 1,000.00

The total architectural fee @ \$7,500.00

Architectural Fee

As previously stated, the retainer of \$2,500 will engage RDG with the County of Atascosa and begin the design process. The Construction Documents fee will be billed on a 30-day payment schedule or in total if this phase takes only one or less than one month. The Construction Administration fee will be billed in total at approximately 80% completion of the work.

Additional Consulting to provide the complete AE set of construction documents will be:

- Mechanical and Electrical engineering by a qualified MEP firm. Lighting, power, mechanical and water services to the area of the interior and exterior of the building will be part of the Engineering services.
- ComCheck for energy code compliance will be performed by the MEP firm.
- A Registered Access Specialist (RAS) will be required to review the complete construction documents for Texas Accessibility Standards and submit the documents for the acquisition of a TDLR registration number. The RAS will perform a final inspection at the completion of the work.
- The Septic System / Drain Field, Water Service and Electrical Service will be the responsibility of the County with the assistance of the General Contractor and Subcontractors to the existing building.

RDG architecture & development reserves its common law rights and ownership of certified documents as provided for by the "Architectural Copyright Protection Act of 1990" passed by the 101st Congress and all other laws applicable to common business law as established in the State of Texas for commerce and professional services.

END

Respectfully,



Richard D. Gamez, N.C.A.R.B.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 24.

Meeting Date: 04/28/2025

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to adopt the resolution regarding Civil
Tabitha Garza: Rights policies for the GLO Community Development Block Grant Mitigation
(CDBG-MIT) Method of Distribution (MOD) Program, Contract # 24-065-123-
E965.

ATTACHMENTS

14

14a

14b

14c

14d

14e

RESOLUTION No. _____ Regarding Civil Rights -

The COUNTY OF ATASCOSA, Texas

Whereas, the COUNTY OF ATASCOSA, Texas, (hereinafter referred to as "COUNTY OF ATASCOSA") has been awarded CDBG-Mitigation (MIT) funding through a CDBG-MIT Method of Distribution (MOD) grant from the Texas General Land Office (hereinafter referred to as "GLO");

Whereas, the COUNTY OF ATASCOSA, in accordance with Section 109 of the Title I of the Housing and Community Development Act. (24 CFR 6); the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107); and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and for construction contracts greater than \$10,000, must take actions to ensure that no person or group is denied benefits such as employment, training, housing, and contracts generated by the CDBG activity, on the basis of race, color, religion, sex, national origin, age, or disability;

Whereas, the COUNTY OF ATASCOSA, in consideration for the receipt and acceptance of federal funding, agrees to comply with all federal rules and regulations including those rules and regulations governing citizen participation and civil rights protections;

Whereas, the COUNTY OF ATASCOSA, in accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, and 24 CFR Part 135, is required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the CDBG project area;

Whereas, the COUNTY OF ATASCOSA, in accordance with Section 104(1) of the Housing and Community Development Act, as amended, and State's certification requirements at 24 CFR 91.325(b)(6), must adopt an excessive force policy that prohibits the use of excessive force against non-violent civil rights demonstrations;

Whereas, the COUNTY OF ATASCOSA, in accordance with Section 504 of the Rehabilitation Act of 1973, does not discriminate on the basis of disability and agrees to ensure that qualified individuals with disabilities have access to programs and activities that receive federal funds; and

Whereas, the COUNTY OF ATASCOSA, in accordance with Section 808(e)(5) of the Fair Housing Act (42 USC 3608(e)(5)) that requires HUD programs and activities be administered in a manner affirmatively to further the policies of the Fair Housing Act, agrees to conduct at least one activity during the contract period of the CDBG contract, to affirmatively further fair housing;

Whereas, the COUNTY OF ATASCOSA, agrees to maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF THE COUNTY OF ATASCOSA, TEXAS, that the COUNTY OF ATASCOSA ADOPTS THE FOLLOWING:

1. Citizen Participation Plan and Grievance Procedures;
2. Section 3 Policy;
3. Excessive Force Policy;
4. Section 504 Policy and Grievance Procedures;
5. Fair Housing Policy.

Passed and approved this _____ day of _____, 2025.

Weldon P Cude, County Judge
COUNTY OF ATASCOSA

Date _____

CITIZEN PARTICIPATION PLAN

THE COUNTY OF ATASCOSA

REGARDING THE USE OF GRANT FUNDS FROM THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

This Citizen Participation Plan was prepared in accordance with Section 104(a) of the Housing and Community Development Act of 1974, as amended. The 24 CFR 91.105 federal regulations outline the “citizen participation” requirements.

The plan is to be used to address citizen participation in the Community Development Block Grant (CDBG) Program. With receipt of HOME Investment Partnerships (HOME) Program funds, the program will be included under this Citizen Participation Plan.

The Citizen Participation Plan (CPP) sets forth policies and procedures for citizen participation in the development of project specific applications and substantial amendments to these projects with funding.

CERTIFICATION OF COMPLIANCE

The COUNTY OF ATASCOSA is certifying to the U. S. Department of Housing and Urban Development (HUD) and State Agencies administering HUD programs that they have an approved Citizen Participation Plan, which:

- provides for and encourages citizen participation with emphasis on participation by persons who are residents of slum and blighted areas, by residents in low- and moderate-income neighborhoods, or targeted revitalization areas.
- provides for and encourages citizen participation of residents of public and assisted housing developments, as well as provides information to the public housing authorities within our jurisdiction activities related to these programs.
- provides for and encourages citizen participation of persons with disabilities as well as provides documents in a format accessible to persons with disabilities, upon request.
- provides for and encourages citizen participation of all citizens, including minorities and non-English speaking persons, and identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.
- provides citizens with reasonable and timely notification and access to local meetings, information, and records relating to the COUNTY OF ATASCOSA’s proposed and actual use of federal Community Development Block Grant funds.
- provides for public hearings and/or public postings to obtain citizen views; to respond to proposals and questions at all stages of the community development program, including at least the development of needs; and the review of proposed activities, and review of program annual performance. If hearings are held, they shall be after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodations for the disabled; and,
- provides for a timely written response to written complaints and grievances where applicable.

Note to Grant Recipients regarding Limited English Proficiency (LEP) requirements:

In accordance with federal law, if there is a significant number of the population who are non-English speaking residents and are affected by the CDBG project, such citizens should have 'meaningful access' to all aspects of the CDBG project. To provide 'meaningful access', Grant Recipients may need to provide interpreter services at public hearings or provide non-English written materials that are routinely provided in English. Examples of such vital documents may include Citizen Participation notices (e.g., complaint procedures, hearings notices), civil rights notices, and any other published notice that may allow an eligible person with limited English proficiency to participate in discussing proposed CDBG activities. For more information, see LEP.gov.

COMPLAINT PROCEDURES

These complaint procedures comply with the requirements of HUD's CDBG Program and Local Government Requirements found in 24 CFR §570.486 (Code of Federal Regulations). Citizens can obtain a copy of these procedures at the COUNTY OF ATASCOSA, 1 Courthouse Circle Drive, Suite 101, Jourdanton, TX 78026-3446, 830-769-3093, during regular business hours.

Below are the formal complaint and grievance procedures regarding the services provided under the CDBG program.

1. A person who has a complaint or grievance about any services or activities with respect to the CDBG project, whether it is a proposed, ongoing, or completed CDBG project, may during regular business hours submit such complaint or grievance, in writing to the COUNTY OF ATASCOSA Civil Rights Officer, at 1 Courthouse Circle Drive, Suite 101, Jourdanton, TX 78026-3446 or may call 830-769-3093.
2. A copy of the complaint or grievance shall be transmitted by the Civil Rights Officer to the person/division that is the subject of the complaint or grievance and to the County Judge within five (5) working days after the date of the complaint or grievance was received.
3. The County Judge or their representative shall complete an investigation of the complaint or grievance, if practicable, and provide a timely written answer to person who made the complaint or grievance within fifteen (15) days. The response may be a time extension to further review the complaint or grievance.
4. If the investigation cannot be completed within fifteen (15) working days per 3 above, the person who made the grievance or complaint shall be notified, in writing, within twenty (20) days where practicable after receipt of the original complaint or grievance and shall detail when the investigation should be completed.
5. If necessary, the grievance and a written copy of the subsequent investigation shall be forwarded to the CDBG Program Manager for their further review and comment.

If appropriate, provide copies of grievance procedures and responses to grievances in both English and Spanish, or other appropriate language.

TECHNICAL ASSISTANCE

When requested, the COUNTY OF ATASCOSA shall provide technical assistance to groups that are representative of persons of low- and moderate-income in developing proposals for the use of CDBG funds. The COUNTY OF ATASCOSA, based upon the specific needs of the community's residents at the time of the request, shall determine the level and type of assistance.

PUBLIC OUTREACH AND INVOLVEMENT

Citizens will be provided reasonable advance notice of, and opportunity to comment on proposed activities in an application to the state and for grants already made regarding activities which are proposed to be added, deleted, or substantially changed from the entity's application to the state. The public outreach and notification will be accomplished through one or more of the following methods:

- a) Publication of notice in a local newspaper—a published newspaper article may also be used so long as it provides sufficient information regarding program activities and relevant dates.
- b) Notices prominently posted in public buildings and distributed to local Public Housing Authorities and other interested community groups.
- c) Posting of notice on the local entity website (if available).
- d) Public Hearing; or
- e) Individual notice to eligible cities and other entities as applicable using one or more of the following methods: Certified mail, Electronic mail or fax, First class (regular mail), Personal delivery (e.g., at a Council of Governments meeting).

These details will be included in the Public Comment Version of the Application, prior to submission.

Citizens, with emphasis on persons of low- and moderate-income who are residents of slum and blight areas, shall be encouraged to submit their views and proposals regarding community development and housing needs. Citizens shall be made aware of the location where they may submit their views and proposals.

PUBLIC COMMENT PROVISIONS AS REQUIRED BY CERTAIN STATE AGENCIES IN THE ADMINISTRATION OF FEDERAL PROGRAMS

When public notice is the sole required notification process for the submission of an application from a State agency, the following provisions shall be observed the COUNTY OF ATASCOSA

A copy of a substantially complete application will be made available to allow for 14 days of public comment, but are not limited to:

1. The amount of CDBG funds expected to be made available for the current fiscal year (including the grant and any anticipated program income).
2. The range of activities that may be undertaken with the CDBG funds.

3. The estimated amount of the CDBG- funds proposed to be used for activities that will meet the national objective of benefit to low- and moderate- income persons.
4. The proposed CDBG activities likely to result in displacement and the unit of general local government's anti-displacement and relocation plans required under § 570.488.
5. The development of housing and community development needs

When a public hearing is required for submission of an application from a State agency, the following provisions shall be observed by the COUNTY OF ATASCOSA:

1. As stated in the COVID-19 Disaster Declaration Proclamation dated March 13th, 2020; public hearings may be held virtually or in person, pursuant to Section 418.017 of the code; “authorization to use all available resources of state government and of political subdivisions that are reasonably necessary to cope with this disaster.” Public notice of all hearings must be posted at least seventy-two (72) hours prior to the scheduled hearing.
2. When a significant number of non-English speaking residents are a part of the potential service area of the CDBG project, vital documents such as notices should be published in the predominant language of these non-English speaking citizens. An interpreter should be present to accommodate the needs of the non-English speaking residents at all public hearing where applicable.
3. Each public hearing shall be held at a time and location convenient to potential or actual beneficiaries and will include accommodation for persons with disabilities. Persons with disabilities must be able to attend the hearings and the COUNTY OF ATASCOSA must plan for individuals who require auxiliary aids or services if contacted at least two days prior to the hearing.
4. A public hearing, when required by a Federal Program, shall be held after 5:00 PM on a weekday or at a convenient time on a Saturday or Sunday.
5. If the agency requires a public hearing for submission, then a public notice shall be posted at Courthouse and the community’s website notifying the public of the project selected at least 5 days prior to the submission of the application.

The COUNTY OF ATASCOSA shall retain documentation of the hearing notice(s), a listing of persons attending the hearing(s), minutes of the hearing(s), and any other records concerning the proposed use of funds for three (3) years from closeout of the grant to the state. Such records shall be made available to the public in accordance with Chapter 552, Texas Government Code.

Weldon P Cude, County Judge

Date

Excessive Force Policy

In accordance with 24 CFR 91.325(b)(6), the *COUNTY OF ATASCOSA* hereby adopts and will enforce the following policy with respect to the use of excessive force:

1. It is the policy of COUNTY OF ATASCOSA to prohibit the use of excessive force by the law enforcement agencies within its jurisdiction against any individual engaged in non-violent civil rights demonstrations.
2. It is also the policy of COUNTY OF ATASCOSA to enforce applicable State and local laws against physically barring entrance to or exit from a facility or location that is the subject of such non-violent civil rights demonstrations within its jurisdiction.
3. COUNTY OF ATASCOSA will introduce and pass a resolution adopting this policy.

As officers and representatives of COUNTY OF ATASCOSA, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Weldon P Cude, County Judge

Date

Section 504 Policy Against Discrimination based on Handicap and Grievance Procedures

In accordance with 24 CFR Section 8, Nondiscrimination based on Handicap in federally assisted programs and activities of the Department of Housing and Urban Development, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Section 109 of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5309), COUNTY OF ATASCOSA hereby adopts the following policy and grievance procedures:

1. Discrimination prohibited. No otherwise qualified individual with handicaps in the United States shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Department of Housing and Urban Development (HUD).
2. COUNTY OF ATASCOSA does not discriminate on the basis of handicap in admission or access to, or treatment or employment in, its federally assisted programs and activities.
3. COUNTY OF ATASCOSA's recruitment materials or publications shall include a statement of this policy in 1. above.
4. COUNTY OF ATASCOSA shall take continuing steps to notify participants, beneficiaries, applicants and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with the recipients that it does not discriminate on the basis of handicap in violation of 24 CFR Part 8.
5. For hearing and visually impaired individuals eligible to be served or likely to be affected by the CDBG program, COUNTY OF ATASCOSA shall ensure that they are provided with the information necessary to understand and participate in the CDBG program.
6. Grievances and Complaints
 - a. Any person who believes she or he has been subjected to discrimination on the basis of disability may file a grievance under this procedure. It is against the law for COUNTY OF ATASCOSA to retaliate against anyone who files a grievance or cooperates in the investigation of a grievance.
 - b. Complaints should be addressed to: **Weldon P Cude, County Judge, 830-769-3093, 1 Courthouse Circle Drive, Suite 101, Jourdanton, TX 78026-3446**, who has been designated to coordinate Section 504 compliance efforts.

- c. A complaint should be filed in writing or verbally, contain the name and address of the person filing it, and briefly describe the alleged violation of the regulations.
- d. A complaint should be filed within thirty (30) working days after the complainant becomes aware of the alleged violation.
- e. An investigation, as may be appropriate, shall follow a filing of a complaint. The investigation will be conducted by **Weldon P Cude, County Judge**. Informal but thorough investigations will afford all interested persons and their representatives, if any, an opportunity to submit evidence relevant to a complaint.
- f. A written determination as to the validity of the complaint and description of resolution, if any, shall be issued by **Weldon P Cude, County Judge**, and a copy forwarded to the complainant with fifteen (15) working days after the filing of the complaint where practicable.
- g. The Section 504 coordinator shall maintain the files and records of the COUNTY OF ATASCOSA relating to the complaints files.
- h. The complainant can request a reconsideration of the case in instances where he or she is dissatisfied with the determination/resolution as described in f. above. The request for reconsideration should be made to the COUNTY OF ATASCOSA within ten working days after the receipt of the written determination/resolution.
- i. The right of a person to a prompt and equitable resolution of the complaint filed hereunder shall not be impaired by the person's pursuit of other remedies such as the filing of a Section 504 complaint with the U.S. Department of Housing and Urban Development. Utilization of this grievance procedure is not a prerequisite to the pursuit of other remedies.
- j. These procedures shall be construed to protect the substantive rights of interested persons, to meet appropriate due process standards and assure that the COUNTY OF ATASCOSA complies with Section 504 and HUD regulations.

Weldon P Cude, County Judge

Date

Section 3 Policy

In accordance with 12 U.S.C. 1701u the COUNTY OF ATASCOSA agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

- A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.
- B. Assign duties related to implementation of this plan to the designated Civil Rights Officer.
- C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by CDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.
- D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in CDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.
- E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.
- F. Require that all Prime contractors and subcontractors with contracts over \$100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or GLO to the Grant Recipient.
- G. Submit reports as required by HUD or GLO regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of the federal fiscal year end (by October 20) which identify and quantify Section 3 businesses and employees.
- H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of COUNTY OF ATASCOSA, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Weldon P Cude, County Judge

Date

Fair Housing Policy

In accordance with the Fair Housing Act, the *COUNTY OF ATASCOSA hereby* adopts the following policy with respect to the Affirmatively Furthering Fair Housing:

1. *COUNTY OF ATASCOSA agrees to* affirmatively further fair housing choice for all seven protected classes (race, color, religion, sex, disability, familial status, and national origin).
2. *COUNTY OF ATASCOSA agrees to* plan at least one activity during the contract term to affirmatively further fair housing.
3. *COUNTY OF ATASCOSA* will introduce and pass a resolution adopting this policy.

As officers and representatives of COUNTY OF ATASCOSA, we the undersigned have read and fully agree to this plan and become a party to the full implementation of this program.

Weldon P Cude, County Judge

Date

**AGENDA REQUEST
(GENERAL)**

Agenda Item 25.

Meeting Date: 04/28/2025

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve the resolution designating
Tabitha Garza: authorized signatories for contractual and financial documents pertaining to the
GLO Community Development Block Grant-Mitigation (CDBG-MIT) Method of
Distribution (MOD) Program, Contract # 24-065-123-E965.

ATTACHMENTS

3

3a



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Depository/Authorized Signatories Designation Form

Subrecipient:

ATASCOSA COUNTY

Contract Number:

24-065-123-E965

The individuals below are designated by resolution as authorized signatories for contractual documents. At least two signatories required.

Weldon P Cude	Tracy Barrera
Name	Name
County Judge	County Auditor
Title	Title
Signature	Signature
Name	Name
Title	Title
Signature	Signature

The financial lending institution listed here will serve as the depository for the Texas General Land Office-Disaster Recovery Program Community Development Block Grant (CDBG) funds:

Name of Lending Institution	Fund Account Number
Address	City, State, Zip Code

The individuals below are designated by resolution as authorized signatories for financial documents. At least two signatories required.

Weldon P Cude	Tracy Barrera
Name	Name
County Judge	County Auditor
Title	Title
Signature	Signature



COMMUNITY DEVELOPMENT & REVITALIZATION

The Texas General Land Office

Depository/Authorized Signatories Designation Form

Laura Pawelek	
Name	Name
County Treasurer	
Title	Title
Signature	Signature

NOTE: A copy of a Resolution passed by the city council or county commissioner's court authorizing the signatories must be submitted along with this form.

***Disclaimer:** The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error or omission on this form that may result from the interim period between the publication of amended and/or revised federal rules and regulations and the Texas General Land Office's standard review and update schedule.*

RESOLUTION AUTHORIZING SIGNATORIES

A RESOLUTION BY COMMISSIONERS COURT OF COUNTY OF ATASCOSA, TEXAS, DESIGNATING AUTHORIZED SIGNATORIES FOR CONTRACTUAL DOCUMENTS AND DOCUMENTS FOR REQUESTING FUNDS PERTAINING TO THE GENERAL LAND OFFICE COMMUNITY DEVELOPMENT BLOCK GRANT - MITIGATION PROGRAM (CDBG-MIT) METHOD OF DISTRIBUTION (MOD) CONTRACT NUMBER 24-065-123-E965.

WHEREAS, COUNTY OF ATASCOSA, Texas has received a GLO Community Development Block Grant-Mitigation MOD award to provide Infrastructure Improvements, and;

WHEREAS, it is necessary to appoint persons to execute contractual documents and documents for requesting funds from the General Land Office, and;

WHEREAS, an original signed copy of the CDBG-MIT *Depository/Authorized Signatories Designation Form* is to be submitted with a copy of this Resolution, and;

WHEREAS, COUNTY OF ATASCOSA, Texas acknowledges that in the event that an authorized signatory of the County changes (elections, illness, resignations, etc.), the County must provide GLO with the following:

- a resolution stating who the new authorized signatory is; and
- a revised CDBG-MIT *Depository/ Authorized Signatories Designation Form*.

NOW THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF COUNTY OF ATASCOSA, TEXAS, AS FOLLOWS:

The County Judge, County Auditor be authorized to execute contractual documents between the General Land Office and the County for the Community Development Block Grant – Mitigation MOD Program.

The County Judge, County Auditor, County Treasurer be authorized to execute the financial documents required for requesting funds approved in the Community Development Block Grant - Mitigation MOD Program.

PASSED AND APPROVED BY THE COMMISSIONERS COURT OF COUNTY OF ATASCOSA, TEXAS on _____, 2025.

Weldon P Cude, County Judge

Attest:

Theresa Carrasco, County Clerk

.....

**AGENDA REQUEST
(GENERAL)**

Agenda Item 26.

Meeting Date: 04/28/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action declaring April as Atascosa County's Fair

Tabitha Garza: Housing Month.

ATTACHMENTS

Fair Housing Month April



**Fair Housing Month Proclamation
Proclamation of April as Fair Housing Month**

WHEREAS Title VIII of the Civil Rights Act of 1968, as amended, prohibits discrimination in housing and declares it a national policy to provide, within constitutional limits, for fair housing in the United States; and

WHEREAS The principle of Fair Housing is not only national law and national policy, but a fundamental human concept and entitlement for all Americans; and

WHEREAS The National Fair Housing Law, during the month of April, provides an opportunity for all Americans to recognize that complete success in the goal of equal housing opportunity can only be accomplished with the help and cooperation of all Americans.

NOW, THEREFORE, WE, the COMMISSIONERS COURT of COUNTY OF ATASCOSA, do proclaim April as Fair Housing Month in the COUNTY OF ATASCOSA and do hereby urge all the citizens of this locality to become aware of and support the Fair Housing law.

IN WITNESS WHEREOF we have affixed our signatures and seal on this the ____ day of _____ 2025.

Witness:

Title: _____

Witness:

Title: _____

**AGENDA REQUEST
(GENERAL)**

Agenda Item 27.

Meeting Date: 04/28/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve Amendment #1 for the Grant
Tabitha Garza: Administration Services contract for the Community Development Block Grant -
Mitigation (CDBG-MIT) Method of Distribution (MOD) Program Contract Number
24-065-123-E965.

ATTACHMENTS

20C

AMENDMENT NO. 1

COUNTY OF ATASCOSA Grant Administration & Environmental Services Contract

As pre-procurement required the COUNTY OF ATASCOSA to contractually enter into an agreement prior to the establishment of the project; the contract agreement was based on a percentage (%) figure.

Federal Regulations require that with funding; the Grant Administration & Environmental Services Contract must be amended to include a dollar figure. The contract amounts are as follows:

- Contract Amount for Non-Housing Project (Infrastructure): **\$1,505,200.00**
 Administrative Services: **\$100,890.00**
 Environmental Services: **\$12,000.00**
 Contract # **24-065-123-E965**
- Contract Billing Milestones:

Project Phase Actions and Deliverables	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.)	
	Project Delivery	
	Grant Administration Funds	Environmental Funds
Action: Start-up Phase Deliverable: Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format.	0-15%	
Action: Commencement of Environmental Phase Deliverable: Executed environmental service provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%
Action: Completion of Environmental Record Review Deliverable: GLO-signed AUGF	30.01-50%	30.01-100%
Action: Commencement of Bid Phase Deliverable: First published bid notice and publisher's affidavit*	50.01-60%	
Action: Commencement of Construction Phase Deliverable: Signed NTP	60.01-85%	
Action: Completion of Construction Phase Deliverable: Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO	85.01-95%	
Action: Grant Completion Report Approval Deliverable: GCR approved by the GLO	95.01-100%	

 Weldon P Cude
 County Judge



 Judy Langford
 Langford Community Management Services

Date: _____

Date: 4/1/25

**AGENDA REQUEST
(GENERAL)**

Agenda Item 28.

Meeting Date: 04/28/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve Amendment #1 for the

Tabitha Garza: Engineering Services contract for the Community Development Block Grant - Mitigation (CDBG-MIT) Method of Distribution (MOD) Program Contract Number #24-065-123-E965.

ATTACHMENTS

20B

AMENDMENT NO. 1

COUNTY OF ATASCOSA Grant Engineering Services Contract

As pre-procurement required the COUNTY OF ATASCOSA to contractually enter into an agreement prior to the establishment of the project; the contract agreement was based on a percentage (%) figure.


Federal Regulations require that with funding; the Grant Engineering Services Contract must be amended to include a dollar figure. The contract amounts are as follows:

- Contract Amount for Non-Housing Project (Infrastructure): **\$1,505,200.00**
- Contract # **24-065-104-E965**
- Engineering Contract: **\$176,949.13**
- Contract Billing Milestones:

Action: Commencement of Engineering Phase Deliverable: Executed engineering service provider contract in pdf provided during start-up phase as applicable.	0-30%
Action: Completion of Design Phase Deliverable: Complete signed and sealed 100% construction plans in pdf format*.	30.01-60%
Action: Commencement of Bid Phase Deliverable: First published bid notice and publisher's affidavit*	60.01-70%
Action: Commencement of Construction Phase Deliverable: Signed Notice to Proceed (NTP)*	70.01-85%
Action: Completion of Construction Phase Deliverable: Signed and sealed complete as-built plans in pdf; executed COCC accepted by GLO; signed FWCR accepted by the GLO*	85.01%-100%

Weldon P Cude
County Judge

Date: _____



Bradley A. Koether
Rakowitz Engineering and Surveying

Date: 4/10/2025

**AGENDA REQUEST
(GENERAL)**

Agenda Item 29.

Meeting Date: 04/28/2025
Item Title:
Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to adopt Local Procurement Policies &
Tabitha Garza: Procedures pertaining to the GLO Community Development Block Grant -
Mitigation (CDBG-MIT) Method of Distribution (MOD) Program, Infrastructure
Contract Number # 24-065-123-E965

ATTACHMENTS

7

ATASCOSA COUNTY
STATEMENT OF FINANCIAL GOALS AND POLICIES

ORGANIZATIONAL GOAL STATEMENT

The overall financial and service goals of ATASCOSA COUNTY are to provide the full range of statutorily required services to its citizens while maintaining the lowest prudent property tax rate. The COUNTY OF ATASCOSA intends to continue to expand non-tax revenues to allow for budgetary growth as dictated both by the growth in the COUNTY OF ATASCOSA population and the growth in the demand for the County's services. The COUNTY OF ATASCOSA will ensure that budgetary growth is balanced by increases in demand for services. ATASCOSA COUNTY will provide for expansion and renewal of its infrastructure through the use of long-term debt when it is considered appropriate and fiscally responsible.

I. GENERAL POLICIES

The COUNTY OF ATASCOSA will operate on a fiscal year which begins on October 1 and ends on September 30.

The COUNTY OF ATASCOSA will conduct its financial affairs in conformity with State and Federal laws, and this Statement of Financial Policy, which shall be approved by and reviewed on an annual basis as part of the budget process.

II. ACCOUNTING, AUDITING, AND FINANCIAL PLANNING

The COUNTY OF ATASCOSA Auditor's Office will continue to maintain records on a basis consistent with accepted principles and standards for local government accounting, as determined by GASB and GFOA.

Regular monthly and annual financial reports are issued summarizing financial activity by fund, and department, and comparing actual resources and expenditures with budgeted amounts, as required by Articles 114.022, 114.024, 114.025, 111.091 and 111.092.

The Auditor's Office provides monthly reports on the total cost of specific services by type of expenditure and by fund, in accordance with Articles 114.022, 114.024, 114.025, 111.091, and 111.092.

A financial audit will continue to be performed annually by an independent public accounting firm and an official opinion and annual financial report will continue to be published and issued, as authorized by Article 115.043.

ATASCOSA COUNTY will continue to identify areas for evaluation efforts, by either staff, committees, or consultants, in order to judge the effectiveness and efficiencies of ATASCOSA COUNTY services.

Cost benefit studies will be conducted, where appropriate and applicable, on non-recurring expenditures and capital project.

Full disclosure will continue to be provided in the annual financial and budget reports and bond representations, in accordance with Articles 115.045, 114.025, 111.091, and 111.092 of the Revised Statutes of Texas.

III. BUDGETING POLICIES

Budgetary Basis – The COUNTY OF ATASCOSA’s budgetary basis and accounting records are maintained on a modified accrual basis and organized and operated on a fund basis in accordance with generally accepted accounting principles. Encumbrance accounting is utilized for materials, goods and services documented by purchase orders or contracts. The COUNTY OF ATASCOSA will increase the subsequent year’s appropriations, but only, if necessary, to complete these transactions. The approved annual budget with amendments as approved by the Commissioners Court is the management control device utilized by the COUNTY OF ATASCOSA. Annual appropriated budgets are adopted for the General, Special Revenue, and Debt Service funds. All annual appropriations lapse at fiscal year-end. Encumbrance accounting, under which funds are reserved from purchase orders, contracts, and other commitments, is employed in these funds and as of September 30, encumbrances are subject to re-appropriations in the budget of the subsequent year.

The COUNTY OF ATASCOSA budgets resources for a fiscal year which begins January 1 and ends on the following December 31.

Budget manuals are distributed, and budget module training sessions are held, for annual budget preparation, which includes forms and instructions are distributed to ATASCOSA COUNTY Departments in (MONTH) each year. Departments and Elected Officials must return their proposals no later than (MONTH) in that year.

The recommended budget shall be prepared and distributed to the Commissioners Court members on or before (MONTH/DATE) of the preceding fiscal year.

The proposed budget estimate shall be presented in the following format:

Revenue estimates by major item.

Operating and maintenance expenditures by object code, major expense categories, functionally related departments, and program summaries.

Debt Service summarized by issues detailing principal, interest, and reserve amount by fund.

The proposed budget estimate shall also contain information regarding:

Proposed personnel staffing levels.

A detailed list of capital equipment to be purchased by each department.

A detailed schedule of capital projects.

Any additional information, data, or analysis requested of management by the Commissioners Court.

The proposed budgeted revenues shall be provided by the Auditor's Office including ad valorem taxes, grant revenues, and inter-fund transfers.

The Commissioners Court shall adopt the budget by Court Order prior to October 1.

The COUNTY OF ATASCOSA budgeting procedures attempts to identify distinct functions and activities performed by the COUNTY OF ATASCOSA and to allocate budget resources adequate to perform these functions and activities at a specified level of service.

The COUNTY OF ATASCOSA will continue to integrate performance measurement and productivity indicators with the budget process where appropriate.

The committed, but not yet received purchases as of September 30 will be re-appropriated in the subsequent fiscal year by a list prepared by the COUNTY OF ATASCOSA Auditor with appropriate Budget Amendment.

Only the Commissioners Court shall have authority to transfer expenditure appropriations from any department category of object codes to any other department or non-departmental major object code category. Transfers of such funds amount to a new appropriation and therefore must be adjusted prior to expenditure of such amounts.

Any transfer shall ONLY be made when it is submitted on the appropriate Budget Amendment Request or Intra-Departmental Operating Transfer forms. Each amendment request must be signed by an authorized departmental representative with review in the Budget Office. All transfer requests are submitted to the Commissioners Court for final approval.

IV. BUDGET AMENDMENT POLICY

ATASCOSA COUNTY Policy allows a Department Head, Appointed or Elected Official or his/her designees to request budget amendments throughout the fiscal year as follows:

BUDGET AMENDMENT STATUTE:

Pursuant to Local Government Code Section 111.070, the Commissioners Court may spend ATASCOSA COUNTY funds only in strict compliance with the budget. The Commissioners Court by order may amend the budget to transfer an amount budgeted for one item to another budgeted item without authorizing an emergency expenditure.

INTRA-DEPARTMENTAL OPERATING TRANSFER:

Transfers may be made up to \$1,000 (cumulative total for Intra-Departmental Operating Transfers for the fiscal year) between operating line items and surplus funds from capital items within an individual departmental budget. This type of amendment will be presented on the standing weekly agenda item for Intra-Departmental Operating Transfers. The amendment summary will be sent to each member of Commissioners Court and other affected departments two (2) working days prior to the actual Commissioners Court meeting. When a line item will be increased or decreased by more than \$1,000 (cumulative total for Intra-Departmental Operating Transfers for the fiscal year), or if a new capital item is requested, the amendment must be presented to Commissioners Court for consideration and action as a separate agenda item.

ROUTINE BUDGET AMENDMENTS:

Includes transfer of funds within the maintenance and operations line items within the elected official or department head budget(s). These items can be placed directly on the consent agenda.

NON-ROUTINE BUDGET AMENDMENTS:

Inter-Departmental – Any amendment which moves funds from one elected official or department head's budget to another elected official or department heads budget must be presented to Commissioners Court for consideration and action.

Inter-Fund – Where permitted by law, any amendment which moves funds from one fund to another fund must be presented to Commissioners Court for consideration and action.

Personnel – Requests to transfer funds from any salary or benefit account are allowed for the specific purpose of salary related expenditures such as contract labor. Budget amendment requests for capital and operating accounts from personnel line items are allowed if there are no other funds available in that department's budget and Commissioners Court deems it to be necessary.

Capital – Any request for additional capital equipment must be justified and specified in detail with cost estimates. Requests for additional capital items not included in the adopted budget or substitution of one item for another also requires approval from Commissioners Court. Surplus funds in a budgeted capital item can be transferred to cover a shortage up to \$1,000 in another budgeted line item with an Intra-Departmental Operating Transfer.

Computers – Any request including computer equipment, software, computer maintenance or technological requests requires a written recommendation from Technology Services when submitting the Budget Transfer / Amendment Request Form.

The re-appropriation at the beginning of a fiscal year of funds committed under valid Purchase Orders of the COUNTY OF ATASCOSA but unspent by September 30 or the prior fiscal year requires a budget amendment from fund balance. These budget amendments have no net effect on spending but simply changes the accounting year for expenditures.

Pursuant to Local Government Code, Section 111.014, the Commissioners Court may authorize a contingency item. The item must be included in the itemized budget under Section 111.004(a) in the same manner as a project for which an appropriation is established in the budget. Budget amendment(s) may be made against this item during the year in case of grave public necessity

to meet an unusual and unforeseen condition that could not have been included in the original budget through the use of reasonably diligent thought and attention.

Pursuant to Local Government Code, Sections 111.0105 through 111.0108, when revenues not included in the original budget are received, such as proceeds of bonds or other obligations, grant or aid money, revenue from intergovernmental contract, and pledging revenues as security for bonds and other obligations, a budget amendment is required to expend those funds. The adopted ATASCOSA COUNTY-wide budget will increase however the revenues should exceed or equal the expenditure. This type of amendment must be submitted to Commissioners Court for consideration and action.

Any transfer that creates an increase in budgetary commitment for the next fiscal year must be presented to Commissioners Court for consideration and action.

New employee positions cannot be created without Commissioners Court consideration and action. Creation of a new position within a departmental budget will require that the Commissioners Court declare an emergency unless the actual line item under which that new position would be categorized currently exists within that specific budget. New employee requests outside of the budget process must include substantial written justification for the position.

New line items can only be created for Contracts or Grant-based programs. For any other department, the creation of a new line item that has not been previously created for the specific department will require that the Commissioners Court declare an emergency in order to establish a new line item.

RESTRICTED LINE-ITEM TRANSFERS:

Certain line items have restrictions, which are only allowed for specific purposes.

- Commissioners Court ordered expenditures can only be transferred to other Commissioners Court ordered line items.
- Vehicle related expenditures can only be transferred to other vehicle-related line items.
- Salary related expenditures – See Non-Routine Budget Amendments / Personnel.
- Body Armor – only excess funds from items requested and purchased can be transferred to another line item.

PROCEDURES:

Any request for a budget amendment must be justified and submitted to the Budget Office on the specified 'Budget / Transfer Amendment Form'. All requests must be submitted to the Budget Office by Friday noon in order to be placed on the following Commissioners Court Agenda (approximately seven / 7 working days later) by the Budget Office. The Budget Office may hold a request that is not complete until clarified with the appropriate department. Scanned copies are acceptable as long as they all are legible.

Budget Amendment transfer authorization may be delegated by the Elected/Appointed Official to other employees. Notification of signature authority must be on file in the Budget Office before requests are accepted. Therefore, the 'Budget / Transfer Amendment Form' must be personally

signed by the Elected/Appointed Official who administers the department budget(s) or their designee(s).

The Commissioners Court reserves the right on a case by case basis, where legally permissible, to curtail a departments right to make Intra-Departmental Operating Transfers if the budget transfers appear to be making a programmatic change that was not approved by the Commissioners Court in budget hearings or if the financial condition of the department and/or the COUNTY OF ATASCOSA warrants such a curtailment.

Notification of approved Budget Amendments and Intra-Departmental Operating Transfers will be e-mailed to the appropriated department(s) after the amendment is posted. The Budget Office is responsible for posting budget amendments on the financial computer once the court order has all signatures and is received from the COUNTY OF ATASCOSA Clerk's Office.

Budget Amendment Requests for new capital equipment must be submitted to the Budget Office for the current fiscal year by October 1. This will allow the Purchasing Officer/Department to secure bids and order equipment prior to the end of the fiscal year.

Budget Amendment Requests other than capital requests for the current fiscal year must be submitted to the Budget Office no later than (30 days prior to end of fiscal year). Exceptions to the deadlines will be placed on the Agenda for consideration by the Commissioners Court.

Any request for placement on the agenda of a budget amendment or Intra-Departmental Operating Transfers, past the amendment deadlines, request a separate memo from the requesting department stating the urgency of the request.

V. REVENUES AND TRANSFERS AND POLICIES

ATASCOSA COUNTY will maintain a diversified and stable revenue system to shelter it from short-term fluctuations in any one revenue source by doing the following:

- Establishing user charges and fees as permitted by law at a level related to the cost of providing that service including indirect costs.
- Pursuing legislative change, where necessary, to permit increases in user charges and fee.
- Aggressively collecting property tax revenues, including the filing of suit where appropriate and necessary, as authorized by the Texas Property Tax Code.
- ATASCOSA COUNTY will pay for all current expenditures with current resources as required by Article XI, Section 7 of the Constitution, and by Article 111.091-111.092 of the Revised Statutes of Texas.
- Transfers of monies between funds will only be accomplished after approval of the Commissioners Court.

The COUNTY OF ATASCOSA will support the majority of operations of the road and Bridge districts from the vehicle registration fee authorized by the Texas Legislature, and property taxes.

VI. CONTINGENCY FUND POLICIES

The COUNTY OF ATASCOSA will maintain an unappropriated contingency to provide for small increases in service delivery costs as well as unanticipated needs that may arise throughout the year.

THEREFORE, IT WILL BE NECESSARY FOR OFFICIALS AND DEPARTMENT HEADS TO REVIEW AND CONTROL EXPENDITURES SUCH THAT THE RATE OF EXPENDITURE DOES NOT EXCEED THE APPROVED BUDGET.

Cases of anticipated material deviation should be covered by a request for a budget amendment. This request shall be from the Department Head in writing and include justification for such action. Such requests should be submitted to the Budget Office for initial review, they will then process the request and forward to Commissioners Court for their consideration and approval.

VII. PERSONNEL POLICIES

The number of employees on the payroll shall not exceed the total number of positions approved unless authorized by Commissioners Court. All personnel actions shall at all times be in strict conformance with applicable federal, state, and ATASCOSA COUNTY policies.

Deletion and downgrades of positions may occur at any time during the fiscal year at the department head or elected official's request or if a review of workload statistics indicates that a reduction in force is practical in a department. Reductions in elected official's budgeted positions will only be accomplished with their approval after the budget is adopted.

Additions, position reclassifications, reorganizations, and equity adjustments must be presented with the initial budget request. Exceptions to this policy will only be allowed with Commissioners Court approval.

The Commissioners Court may institute a freeze during the fiscal year on hiring, promotions, transfers, and capital equipment purchases. Such action will be used arbitrarily and will allow for exceptions in appropriate areas to comply and emergency needs such as natural disasters and/or loss of major revenue source.

VIII. FIXED ASSET POLICES

All purchases of physical assets with a value of \$5,000 (five thousand dollars) except computer software shall be placed on the COUNTY OF ATASCOSA inventory.

The COUNTY OF ATASCOSA will maintain these assets at a level adequate to protect ATASCOSA COUNTY's capital investment and to minimize future maintenance and replacement costs by:

Providing for adequate maintenance of capital equipment and equipment replacement under the above stated amount in the annual operating budget.

Capital expenditures for projects and equipment are budgeted by item or project and must be spent accordingly. Any request for unbudgeted capital equipment or projects throughout the fiscal year must be submitted to the Budget Office and approved by the Commissioners Court as a budget amendment prior to a requisition being presented to Purchasing.

Where possible, items in good useable condition placed in surplus will be used:

- To supplement expenditure for new, budgeted capital purchases.
- To supplement expenditure for replacement/budgeted capital purchases.
- To supply needed unbudgeted new and replacement equipment.

IX. DEBT MANAGEMENT POLICIES

ATASCOSA COUNTY recognizes the foundation of any well-managed debt program is a comprehensive debt policy. A debt policy sets forth the parameters for issuing debt and managing outstanding debt, and it provides guidance to decision makers regarding the timing and purposes for which debt may be issued, types and amounts of permissible debt, method of sale that may be used and structural features that may be incorporated.

POLICY SUMMARY

ATASCOSA COUNTY will adhere to the following specific policy statements with regards to (1) conditions for debt issuance; (2) restrictions on debt issuance; (3) debt service limitations; (4) limitations on outstanding debt; (5) debt structure; (6) the debt issuance process; and (7) debt maintenance procedures.

Conditions for debt issuance – The COUNTY OF ATASCOSA will consider the use of debt financing only for one- time capital improvement projects. Long-term borrowing will not be used to finance current operations or normal maintenance. Debt financing may include general obligation bonds, revenue bonds, certificate of obligation, certificates of participation, tax notes, lease/purchase agreements, and other obligations permitted to be issued or incurred under Texas law. The COUNTY OF ATASCOSA shall consider refunding outstanding bonds if one or more of the following conditions exist: (1) present value savings are at least 3% with certain exceptions, of the par amount of the refunding bonds; (2) the bonds to be refunded have restrictive or outdated covenants; or (3) restructuring debt is deemed to be desirable.

Restrictions on debt issuance - Proceeds from long-term debt will not be used for current ongoing operations.

Debt Service Limitations – In evaluating debt capacity, general-purpose annual debt service payment should generally not exceed 20% of the COUNTY OF ATASCOSA total budgeted expenditures for all funds.

Limitations on Outstanding Debt - As provided in the Constitution of the State of Texas, the Net Bonded Debt of ATASCOSA COUNTY shall not exceed twenty-five percent (25%) of the net value of the taxable real property of the COUNTY OF ATASCOSA.

Characteristic of Debt Structure – The COUNTY OF ATASCOSA will design the repayment of its overall debt so as to recapture rapidly its credit capacity for future use. The COUNTY OF ATASCOSA shall strive to repay at least 20 percent of the principal amount of its general obligation debt within five years and at least 401 percent within ten years. The scheduled maturity of individual debt issued shall not exceed the expected useful life of the capital project of asset(s) financed. Also, the COUNTY OF ATASCOSA shall consider purchasing bond insurance for debt issues when the present value of the estimated debt service savings from insurance (to be derived) is equal to or greater than the insurance premium.

Debt Issuance Process – The COUNTY OF ATASCOSA shall use a competitive bidding process in the sale of debt unless market conditions the nature of the issue, such as refunding bonds, warrants a negotiated sale. The COUNTY OF ATASCOSA will employ outside financial specialists, including financial advisors and bond counsel, to assist it in developing a bond issuance strategy, preparing bond documents and marketing bonds to investors.

Debt Maintenance Responsibilities – The COUNTY OF ATASCOSA will seek to maintain and, if possible, improve our current bond ratings to minimize borrowing costs and preserve access to credit. ATASCOSA COUNTY will adhere to a policy of full public disclosure with regard to the issuance of debt, and the COUNTY OF ATASCOSA will meet all requirements for continuing disclosure on debt of the COUNTY OF ATASCOSA.

X. BONDED DEBT COMPLIANCE MANAGEMENT POLICY

ATASCOSA COUNTY acknowledges and will abide by any federal or state law regarding tax-exempt bonds.

POLICY SUMMARY

ATASCOSA COUNTY will adhere to the following specific policy statement with regards (1) separate record keeping per bond issuance; (2) not mingling bond issuance money; (3) the use of bond proceeds only for their approved purposes; (4) the intent to use bond funds within three (3) years of issuance; (5) meeting post-issue reporting requirements; (6) keeping interest earning with bond principal or debt service; (7) maintaining an interest and sinking fund for all tax-exempt debt; and (8) maintaining the tax-exempt status of all outstanding bonded debt of ATASCOSA COUNTY.

Separate Accounting – The COUNTY OF ATASCOSA will keep separate financial records of each bond issuance. A construction fund will be maintained for each bond issuance in the COUNTY OF ATASCOSA's general ledger, the fund will be accounted for separately from all other funds of the COUNTY OF ATASCOSA, and the fund will be used solely to pay costs of the projects for which the debt obligations were issued.

Not Mingling Bond Funds – Bond proceeds will not be co-mingled with any other ATASCOSA COUNTY funds.

Approved Purposes – Bond proceeds will only be used for allowable purposes as specified by bond election and bond order authorizing the issuance of the bonds.

Intent to Use within Three Years of Issuance – ATASCOSA COUNTY intends to use bond proceeds for their approved purposes within three (3) years of their issuance.

Post-Issue Reporting Requirements – The COUNTY OF ATASCOSA will adhere to all reporting requirements and deadlines that are applicable to tax exempt bonds. Specifically, ATASCOSA COUNTY will comply with the requirements of Securities and Exchange Commission Rule 15c2-12 which requires the filing of annual financial reports and other financial data and the filing of any required material events notices with each agency designated as an information repository. ATASCOSA COUNTY will also comply with US Treasury Regulation Section 148 which requires the computation and payment of any arbitrage rebate owed no less frequent than five (5) years after issuing any tax-free debt.

Interest Earned Remains with Principal or Debt Service – Interest earned on bond proceeds will remain with the bond principal and will be used only to pay any cost overruns on approved projects, to fund new projects meeting the usage criteria in the original bond indentures, or it will be specified to go towards the payment of Debt Service.

Interest and Sinking Fund – ATASCOSA COUNTY will levy a tax on all taxable property in the COUNTY OF ATASCOSA to pay principal of and interest on bonds or debt instruments issued. Amounts collected from the tax levied will be deposited to the credit of the Interest and Sinking Fund maintained in the accounting records of the COUNTY OF ATASCOSA. ATASCOSA COUNTY will maintain its Interest and Sinking Fund in a manner to a proper matching of revenues and debt service payments on its debt issues. Specifically, the Interest and Sinking fund will be depleted at least once each bond year to the amount of the allowable carryover, all amounts deposited to the fund will be expended within twelve months of receipt, and all amounts received from the investment of the fund will be deposited to the fund and expended within twelve months.

Maintenance of Tax-Exempt Status - ATASCOSA COUNTY shall not use, permit the use, or omit the use the gross proceeds of any debt issuance in a manner which if allowed or omitted would cause the interest on any bond or debt instrument of the COUNTY OF ATASCOSA to become includable in the gross income of the owner of the bond for federal income tax purposes. The COUNTY OF ATASCOSA specifically will comply with bond covenants which prohibit: (1) private use or private payments of assets constructed or acquired with debt proceeds; (2) private loans of bond proceeds to any person other than a state or local government; (3) investment of bond proceeds in any investment with a yield that exceeds that of the bonds; (4) taking any actions that would cause the bonds to be federally guaranteed within the meaning of section 149(b) of the Internal Revenue Code; and (5) taking any unauthorized action having the effect of diverting arbitrage profits from payment to the US Treasury, ATASCOSA COUNTY will maintain its financial records until three (3) years after final payment of all bonds to show compliance with federal and state laws regarding tax-exempt debt.

XI. INVESTMENT AND CASH MANAGEMENT

The Treasurer's Office will continue to collect, disburse, and deposit all funds on a schedule which insures optimum cash availability, in accordance with Article 113.043, 113.065, 113.901, 113.001-005, 113.021-024, and 113.041-047.

The COUNTY OF ATASCOSA Treasurer shall handle all original reconciliation of ATASCOSA COUNTY bank accounts with the Depository Bank and shall resolve any financial difference between ATASCOSA COUNTY and the Depository Bank.

The County Treasurer and County Auditor are Co-Investment Officers of ATASCOSA COUNTY as authorized by the Commissioners Court and shall invest the funds of ATASCOSA COUNTY

to achieve the highest and best yield, while at the same time maintaining the security and integrity of said funds.

ATASCOSA COUNTY shall maintain a written ATASCOSA COUNTY Investment Policy, as approved by the Commissioners Court, to achieve the highest and best yield, while at the same time, maintaining the security and integrity of said funds.

The County Treasurer will maintain an original copy of all security and/or surety pledges made by the Depository Bank on behalf of ATASCOSA COUNTY funds.

The County Treasurer will maintain an original copy of all security advice for all ATASCOSA COUNTY investment transactions.

There shall be an ATASCOSA COUNTY Investment Committee, consisting of the County Treasurer, County Auditor, Budget Officer, Civil Attorney, and a citizen appointed by the Commissioners Court.

The County Auditor will continue to provide regular information concerning the cash position and investment performance as required by Articles 114.025, 111.091, and 111.092.

ATASCOSA COUNTY conducts its treasury activities with financial institution(s) based upon written contracts which specify compensating balances, service charges, term, and other conditions as authorized by the Local Government Code inclusive of the Revised Statutes of Texas.

XII. GENERAL FUND UNRESERVED FUND BALANCE POLICY

GENERAL FUND UNRESERVED FUND BALANCE POLICY

It is essential that governments maintain adequate levels of fund balance to mitigate current and future risks (e.g., revenue shortfalls and unanticipated expenditures) and to ensure stable tax rates. Fund balance levels are a crucial consideration, too, in long-term financial planning. In most cases, discussions of fund balance will properly focus on a government's general fund.

Credit rating agencies carefully monitor levels of fund balance and unreserved fund balance in a government's general fund to evaluate a government's continued creditworthiness. Likewise, laws and regulations often govern appropriate levels of fund balance and unreserved fund balance for state and local governments.

POLICY

The Governmental Accounting Standards Board (GASB) released Statement 54, "Fund Balance Reporting and Governmental Fund Type Definitions". This Statement is intended to improve the usefulness of the amount reported in fund balance by providing more structured classifications.

The purpose of this policy is to establish operating and reporting guidelines for the fund balances of the governmental funds for ATASCOSA COUNTY, Texas.

The COUNTY OF ATASCOSA governmental-fund financial statements will present fund balances classified in a hierarchy based on the strength of the constraints governing how those balances can be spent. These classifications are listed below in descending order of restrictiveness:

Non spendable Fund Balance: This classification includes amounts that cannot be spent because they: (a) are not in spendable form (e.g., inventories and prepaid items); (b) are expected to be converted into cash within the current period or at all (e.g., long-term receivables); or (c) are legally or contractually required to be maintained intact (e.g., the non-spendable corpus of an endowment).

Restricted Fund Balance: This classification includes amounts subject to usage constraints that have either been: (a) externally imposed by creditors (e.g., through a debt covenant), grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or enabling legislation.

Committed Fund Balance: This classification includes amounts that are constrained to use for specific purposes pursuant to formal action of Commissioners Court. These amounts cannot be used for other purposes unless the Commissioners Court removes or changes the constraints via the same a type of action used to initially commit them.

Assigned Fund Balance: This classification includes amounts intended by the COUNTY OF ATASCOSA for use for a specific purpose, but which do not qualify for classification as either restricted or committed. The intent can be expressed by Commissioners Court or by a Commissioners Court designee (e.g., ATASCOSA COUNTY Auditor). This classification applies to the positive unrestricted and uncommitted fund balances of all governmental funds except the General Fund.

Unassigned Fund Balance: This classification applies to the residual fund balance of the General Fund and to any deficit fund balances of other governmental funds.

Order of Spending: Where appropriate, ATASCOSA COUNTY will typically use restricted, committed, and/or assigned fund balances, in that order, prior to using unassigned resources, but it reserves the right to deviate from this general strategy.

Minimum Fund Balance: ATASCOSA COUNTY generally aims to maintain the following minimum fund balance:

General Fund: Unassigned fund balance of approximately 2.5 to 4.5 months of budgeted expenditures for the fiscal year, to be used for unanticipated needs.

- 1. A commitment of fund balance requires formal action as to purpose but not as to amount; the latter may be determined and ratified by the Commissioners Court at a later date. This is often important near year-end, when a purpose or need is known but a cost is not.**
- 2. An assignment of fund balance implies intent of Commissioners Court, but operationally, the ability to implement the intent may be delegated to one or more persons.**

PROCEDURES

A goal of each year's budgeting process will be to adopt a budget that maintains compliance with the stated General fund unreserved fund balanced policy.

Specific ATASCOSA COUNTY financial conditions, economic conditions, or special initiatives may be considered reasons for temporary non-compliance with this policy.

In the event of either planned or unplanned non-compliance, it is the COUNTY OF ATASCOSA's intention to take action during the annual budget process to reach compliance with two (2) annual budget cycles.

Actions in the budget process available to increase the unreserved General Fund balance may include increasing taxes decreasing spending in specific areas, dedicating one-time revenues to fund reserves, or making transfers of excess fund balances form other funds.

In the event that the level of unreserved General Fund balance is judged to be in excess of the amount acquired by this policy, amounts over that required may be used to fund one-time, non-recurring expenditures such as acquisition of capital items. Excess fund balances will not be used to fund recurring operating expenditures.

XIII. CAPITAL BUDGET IMPACT ON OPERATING BUDGET

All Capital Improvement Program requests must include the operating budget impact of the request including but not limited to additional staffing, operating expenses as well as any cost savings anticipated if the request is approved and funded.

A Capital Improvement request form must be submitted with the overall capital project justification and operating expenses data. Projects without sufficient data will not be considered.

Operating expenses for capital projects will be funded on a pay-as-you-go basis for annual, recurring maintenance type expenses.

XIV. INTERNAL GUIDELINES FOR MANAGEMENT OF FEDERAL AND/OR STATE FUNDS

All costs charged by the COUNTY OF ATASCOSA must be necessary, reasonable, allowable, and allocable to all Federal and/or State grant programs received administered by the COUNTY OF ATASCOSA. The COUNTY OF ATASCOSA must ensure that all costs are appropriate and eligible including but not limited to the following areas of concern:

- Administrative requirements - Including duplication of benefits requirements, provisions related to charging pre-award costs, conflict of interest, reporting fraud, and distinction between agencies/government components, contractors, developers, and beneficiaries;

- Recordkeeping and Reporting requirements - Including records retention and financial reporting requirements;
- Procurement requirements - Including requirements related to bonding, insurance, suspension, and debarment;
- Contract conditions;
- Force Account - Including requirements for tracking, documenting, and charging personnel costs and applicable fringe benefits and classification, purchasing, tracking, insuring, and disposing of equipment, supplies, and federally purchased tangible and intangible property;
- Contract amendments;
- Contract closeout;
- Monitoring and Quality Assurance - Including requirements related to preventing fraud, waste, and abuse;
- Audit - Including Single Audit or program-specific audit requirements

The following is a list of key federal and state regulations governing financial management of grant programs:

- 24 CFR § 570 Subpart I- governs the state CDBG-DR program;
- 2 CFR § 200, including all of Subpart E Cost Principles;
- Uniform Grant Management Standards (UGMS) - Texas Comptroller of Public Accounts and guidance under 2 CFR § 200;
- Texas Local Government Code Chapter 171

It is the COUNTY OF ATASCOSA's responsibility to be knowledgeable and compliant with these requirements to ensure the appropriate, effective, timely, and eligible use of all funds related to Federal and/or State Programs. The COUNTY OF ATASCOSA is responsible for monitoring vendors and projects and compliance with applicable financial management standards, for processing payment requests for funds, and for audit review.

A cost objective is a pool of related costs, which could be related based on the COUNTY OF ATASCOSA's departments, function, eligible, activity, agreement with State and/or Federal agencies or any other basis. The term is used to capture a variety of scenarios in which costs may be categorized for purposes of cost allocation or eligibility determinations.

As per of 2 CFR § 200.303, the COUNTY OF ATASCOSA has established this and other written policies and procedures for internal controls and guidance documentation for responsible financial management of federal and/or state funds and include the adherence to the following:

- All federal, state, and local conflict of interest provisions, including the requirements of Texas Local Government Code Chapter 171;
- The COUNTY OF ATASCOSA has an established internal control system and documented segregation of duties. Including the appropriate segregation of duties as follows:

- No person has complete control over every phase of a significant transaction. For example, the person who authorizes payments to contractors should not draft and issue the payment check and the person who writes a payment check should not reconcile associated bank records;
- Monthly bank reconciliation and/or direct deposit monthly statements are reviewed by someone who is not responsible for handling cash or issuing checks;
- the person issuing checks for grant expenses does not also handle payroll preparation/issuance of paychecks;
- The COUNTY OF ATASCOSA will take prompt action when an instance of noncompliance is identified internally or through audit findings;
- The COUNTY OF ATASCOSA takes reasonable measures to safeguard protected personally identifiable information (PII) and other information that the COUNTY OF ATASCOSA considers sensitive consistent with applicable Federal, state, and local laws regarding privacy and obligations of confidentiality;

Per 24 CFR § 570.502, through established budgets and accounting records, the COUNTY OF ATASCOSA is responsible for ensuring all Federal and/or State expenditures are authorized in an approved, documented budget and do not exceed the total budget amount and do not exceed the amount in the COUNTY OF ATASCOSA's grant agreement(s).

The COUNTY OF ATASCOSA will use one of two general methods available to draw federal and/or state grant funds to pay for project and vendor costs: the reimbursement method and the cash advance method.

- The reimbursement method entails a transfer of grant funds to the COUNTY OF ATASCOSA based on actual expenditures already incurred by the COUNTY OF ATASCOSA before it requests a draw;
- The cash advance method entails the transfer of grant funds from the federal and/or state agency based upon the COUNTY OF ATASCOSA's received invoices before the actual cash disbursements have been made by the COUNTY OF ATASCOSA.

The COUNTY OF ATASCOSA establishes a separate account for each grant it receives. When using a cash advance basis process, the COUNTY OF ATASCOSA will ensure that all received grant funding is held in an insured, interest-bearing account (2 CFR § 200.305(b)). Distinct accounting information for each grant is created. Accurate records of encumbrances/obligations against distinct line items within each grant for vendor contracts are made. Accurate records on grant awards, unobligated balances, assets, liabilities, expenditures, program income (if any) and applicable interest are kept and supported by sources documentation, including vendor contracts, invoices, and purchase orders.

Pursuant to 2 CFR § 200.302(a), the COUNTY OF ATASCOSA's financial management systems, including records documenting compliance with Federal statutes, regulations, and the terms and conditions of the Federal award, are sufficient to permit the preparation of reports required to demonstrate compliance with general and program-specific terms and conditions; and the tracing

of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the COUNTY OF ATASCOSA's State and/or Federal grant agreement(s).

ATASCOSA COUNTY through its annual audit process has proven effective control over, and accountability for, all funds, property, and other assets in its possession. The COUNTY OF ATASCOSA makes every effort to adequately safeguard all assets and assure that they are used solely for their intended purpose.

Financial Records for all Federal and/or State grant programs include the following:

- Transaction registry documenting:
 - All invoices associated with each Request for Payment; and
 - Source of funds for each invoice (grant funds by activity, matching funds, and/or other funds)

- Source documentation, including the following:
 - Copies of Requests for Payment;
 - Addendum record of direct deposit payments;
 - Verification of deposits;
 - Monthly bank statements;
 - Check register/transaction ledger;
 - Employee time sheets (as applicable);
 - Equipment time record sheets (as applicable);
 - Property inventory;
 - Purchase orders, invoices, and contractor requests for payments;
 - Electronic Transfer Form (EFT);
 - All original source documents.

The COUNTY OF ATASCOSA for each grant agreement received, establishes Responsible Persons. Through resolution, the COUNTY OF ATASCOSA identifies the Responsible Persons (at least 2, preferably 4 by job title) responsible for both contractual documents (executed ATASCOSA COUNTY agreement(s), associated amendments, and various program certifications) and financial documents (requests for payment, issuance of check).

The COUNTY OF ATASCOSA, where allowable by the Federal and/or State funding program, will authorize direct deposit to receive payments from the agency(ies) to post directly to the COUNTY OF ATASCOSA's local bank account.

The COUNTY OF ATASCOSA will ensure that there exists staff and contractor capacity necessary to manage all grant funds under its control. The COUNTY OF ATASCOSA may procure a Grant administrator to assist with management of grant compliance, subject to 2CFR200 procurement guidelines and requirements.

Eligible/Allowable Costs: All costs charged to the COUNTY OF ATASCOSA's grant agreement(s) will be deemed eligible as identified in each Grantor's agreement/implementation manual. Eligible

costs are those that conform to the federal/state requirements, including limitations and waivers described in applicable Federal Register Notices, comply with federal cost principles, and align with all associated cross-cutting federal requirements (Davis Bacon and Related Acts, Environmental requirements, etc.) and State and Local law.

The COUNTY OF ATASCOSA will assure pursuant to 2 CFR § 200.403, costs meet the following general criteria to be allowable as a charge against any Federal award:

- Costs must be necessary and reasonable for the performance of the Federal award and be allocable to that award and not to a different award;
- Costs must conform to any limitations or exclusions set forth in 2 CFR § 200 or in the Federal award as to types or amount of cost items;
- Costs must be consistent with policies and procedures that apply uniformly to both federally-financed and other activities of the COUNTY OF ATASCOSA;
- Costs must be accorded consistent treatment;
 - A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost;
- Costs must be determined in accordance with generally accepted accounting principles (GAAP);
- Costs must be adequately documented.

Reasonable Costs (2 CFR § 200.404): A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. In determining reasonableness of a given cost, consideration will be given to:

- Whether the cost is of a type generally recognized as ordinary and necessary for the operation of the COUNTY OF ATASCOSA or the proper and efficient performance of the State and/or Federal award;
- The restraints or requirements imposed by such factors as: sound business practices; arm's-length bargaining; Federal, state, local, and other laws and regulations; and terms and conditions of the State and/or Federal award;
- Market prices for comparable goods or services for the geographic area;
- Whether the individuals concerned acted with prudence in the circumstances considering their responsibilities to the COUNTY OF ATASCOSA, its employees, the public at large, the State Government and/or Federal Government;
- Whether the COUNTY OF ATASCOSA significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the cost

The COUNTY OF ATASCOSA will insure that all grant reimbursement requests meet the definition of Allocable Costs (2 CFR § 200.405 and § 200.406) A cost is allocable to a particular

grant, ATASCOSA COUNTY agreement, vendor contract, program or other cost objective if the goods or services involved are chargeable or assignable to that cost objective in accordance with relative benefits received. This standard is met if the cost:

- Is incurred specifically for that cost objective;
- Benefits both that cost objective and other work of the COUNTY OF ATASCOSA and can be distributed in proportions that may be approximated using reasonable methods; and
- Is necessary to the overall operation of the COUNTY OF ATASCOSA and is assignable in part to the specified cost objective in accordance with 2 CFR § 200.

Any cost allocable to a particular cost objective may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the COUNTY OF ATASCOSA from shifting costs that are allowable under two or more cost objectives in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Costs should only be charged net of all applicable credits. Applicable credits refer to those receipts or reduction-of-expenditure-type transactions that offset or reduce expense items allocable to the cost objective. Examples include:

- Purchase discounts;
- Rebates or allowances;
- Recoveries or indemnities on losses;
- Insurance refunds or rebates; and
- Adjustments of overpayments or erroneous charges

To the extent that such credits accruing to or received by the COUNTY OF ATASCOSA relate to allowable costs, they must be credited to the State and/or Federal award either as a cost reduction or cash refund, as appropriate. These credits do not constitute program income.

The COUNTY OF ATASCOSA will submit a draw request for eligible costs as often as is needed, subject to limitations in grant agreements and at least quarterly throughout the life of a project. The COUNTY OF ATASCOSA will submit costs to a Grantor for draw within 60 days of receipt of invoices as allowable. The County will ensure Draw requests are submitted timely to the granting agencies.

Pursuant to 24 CFR § 570.489(c), 2 CFR § 200.305(b), and 31 CFR § 205, the COUNTY OF ATASCOSA when utilizing the cash advance method will minimize the time elapsing between the transfer of funds from the Federal or State agency and the disbursement by the COUNTY OF

ATASCOSA for eligible costs. This period must not exceed 3 business days from the date of receipt/deposit of funds.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 30.

Meeting Date: 04/28/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Judge Cude: Discuss and/or take appropriate action to approve and adopt Local Financial
Tabitha Garza: Policy & Procedures pertaining to the GLO Community Development Block
Grant - Mitigation (CDBG-MIT) Method of Distribution (MOD) Program,
Infrastructure Contract Number # B24-065-123-E965

ATTACHMENTS

8

COUNTY OF ATASCOSA

FEDERAL GRANT PROCUREMENT POLICY

COUNTY OF ATASCOSA follows State of Texas and Federal 2CFR 200.318-200.327 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services. Additional policy guidance below addresses federal purchasing requirements as required by 2 CFR 200 pertaining to the expenditure of federal grant funds.

Standards of Conduct

Public employment is a public trust. It is the policy of COUNTY OF ATASCOSA to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the COUNTY OF ATASCOSA. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of COUNTY OF ATASCOSA procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with COUNTY OF ATASCOSA also observe the ethical standards prescribed herein.

Code of Ethics

- 1 **Personal Gain.** It shall be a breach of ethics to attempt to realize personal gain through public employment with the COUNTY OF ATASCOSA by any conduct inconsistent with the proper discharge of the employee's duties.
- 2 **Influence.** It shall be a breach of ethics to attempt to influence any public employee of the COUNTY OF ATASCOSA to breach the standards of ethical conduct set forth in this code.
- 3 **Conflicts of Interest.** It shall be a breach of ethics for any employee of the COUNTY OF ATASCOSA to participate directly or indirectly in procurement when the employee knows that:
 - a) the employee of any member of the employee's immediate family has a financial interest pertaining to the procurement.
 - b) a business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
 - c) any other person, business or organization with which the employee or any members of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

COUNTY OF ATASCOSA FEDERAL GRANT PROCUREMENT POLICY

- 4** Gratuities. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the COUNTY OF ATASCOSA, or for any employee or former employee of the COUNTY OF ATASCOSA to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, requesting for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore pending before this local government.
- 5** Kickbacks. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the COUNTY OF ATASCOSA, or any person associated therewith, as an inducement for the award of a subcontract or order.
- 6** Contract Clause. The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.
- 7** Confidential Information. It shall be a breach of ethics for any employee or former employee of the COUNTY OF ATASCOSA knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.
- 8** The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- 9** The non-federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and condition of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.
- 10** The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the contract price.
- 11** (1) The Non-Federal entity may use a time-and-material type contract only after a determination that no other contract is suitable and if the contract includes a ceiling

COUNTY OF ATASCOSA FEDERAL GRANT PROCUREMENT POLICY

price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:

- a) The actual cost of materials; and
- b) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

- 12** The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

Competition

All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;

COUNTY OF ATASCOSA FEDERAL GRANT PROCUREMENT POLICY

- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

COUNTY OF ATASCOSA

FEDERAL GRANT PROCUREMENT POLICY

Five Methods for Procuring with Federal Funds

2 CFR § 200.320 provides for five methods that must be used when making purchases with Federal funds. In some cases, these Federal methods are more restrictive than State requirements; in other cases, the State requirements are more restrictive than these Federal methods. In all cases, the COUNTY OF ATASCOSA affirms the more restrictive requirements or methods must be followed when making purchases with Federal funds.

The type of purchase method and procedures required depends on the cost (and type, in some cases) of the item(s) or services being purchased.

- 1 Micro-purchases
- 2 Small purchase procedures
- 3 Sealed bids
- 4 Competitive proposals
- 5 Noncompetitive proposals (sole source)

Micro-Purchases (Purchases up to \$3,000.00)

Federal methods provide for procurement by *micro-purchase*. *Micro-purchase* is defined in 2 CFR § 200.320(a) as a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed \$3,000.00. The micro-purchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

The COUNTY OF ATASCOSA utilizes the micro-purchases method for acquiring supplies or services that do not exceed an aggregate amount of \$3,000.00 if the price is reasonable. The program manager responsible for the Federal award determines if the price is reasonable.

Quotes are not required but encouraged. If quotes are obtained for items under \$3,500.00, they should be kept in the department and attached to the requisition.

Small Purchase Procedures (Purchases between \$3,000.01 and \$149,999.99 in the Aggregate)

The Federal threshold for small purchase procedures is \$150,000. 2 CFR § 200.320(b).

Small purchase procedures (as defined in 2 CFR § 200.320[b]) may be used in those relatively simple and informal procurement methods for securing non-personal contracted services, supplies, or other property that do not cost more than \$149,999.99.

For purchases funded from *local funds*, to obtain the most competitive price, the COUNTY OF ATASCOSA, may, at its option, obtain price quotes for items costing less than \$150,000. Unlike

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the mandatory competitive procurement described for purchases over \$150,000, if an item to be paid from local funds costs less than \$150,000, the COUNTY OF ATASCOSA may utilize price quotations or competitive procurement process (purchasing cooperatives, sole source, an existing RFP/bid or a new RFP/bid) to stimulate competition and to attempt to receive the most favorable pricing.

However, if using ***State or Federal funds*** to purchase goods or services, *price or rate quotations must be obtained* from an adequate number of qualified sources for all purchases between \$3,000.01 and \$49,999.99 or use the competitive procurement process. The COUNTY OF ATASCOSA must obtain more than one price or rate quote unless using a purchasing cooperative, existing Bid/RFP or sole source vendor, in which case, the prices have already been awarded. If purchasing from a purchasing cooperative or existing Bid/RFP, the departments can elect to obtain only one quote to purchase the goods or services although it is recommended to obtain more than one quote. Such price or rate quotations may be obtained orally and/or documented in writing, and the COUNTY OF ATASCOSA must demonstrate that price or rate quotations were obtained from an adequate number of qualified sources.

Purchases \$150,000 or More in the Aggregate

According to Texas law, one of the following competitive methods must be used for purchases of \$150,000 or more in the aggregate:

- (1) competitive bidding for services other than construction services;
- (2) competitive sealed proposals, for services other than construction services;
- (3) a request for proposals, for services other than construction services;
- (4) an interlocal contract;
- (5) a method provided by Chapter 2269, Government Code, for construction services;
- (6) the reverse auction procedure as defined by Section 2155.062(d), Government Code; or
- (7) the formation of a political subdivision corporation under Section 304.001, Local Government Code.

In addition, one of the three following methods must be used, depending on the circumstance described below, when purchasing with Federal funds: sealed bids (formal advertising); competitive proposals; or noncompetitive proposals (sole source).

Sealed Bids (Formal Advertising)

Bids are publicly solicited and a *firm fixed-price contract* (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:

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- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids. The invitation for bids must be publicly advertised.
- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond.
- All bids will be opened at the time and place prescribed in the invitation for bids. The bids must be opened publicly.
- A firm fixed-price contract award must be made in writing to the lowest responsive and responsible bidder.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

Competitive Proposals

A competitive proposal is normally used with more than one source submitting an offer, and either a *fixed price* or a *cost-reimbursement* type contract is awarded. (A *cost reimbursement contract* reimburses the contractor for actual costs incurred to carry out the contract.) Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- Requests for proposals must be publicized and must identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
- Proposals must be solicited from an adequate number of qualified sources.
- The COUNTY OF ATASCOSA must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.

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- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

When using Federal funds, the COUNTY OF ATASCOSA may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

Noncompetitive Proposals (Sole Sourcing)

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used when using Federal funds only when one or more of the following circumstances apply:

- The item is available only from a single source and an equivalent cannot be substituted. This must be documented.
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
- After solicitation of a number of sources, competition is determined inadequate.

Additionally, *State* requirements related to sole source purchasing are, in some ways, more restrictive. In addition to the Federal requirements above, sole source purchases must meet established criteria:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly;
- A film, manuscript, or book;
- A utility service, including electricity, gas, or water; and
- A captive replacement part or component for equipment.

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According to State requirements, sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000.

In this case, the COUNTY OF ATASCOSA must document why only this product can meet their needs and that it is not available from any other vendor. In all cases, the COUNTY OF ATASCOSA will obtain and retain documentation from the vendor which clearly delineates the reasons which qualify the purchase to be made on a sole source basis.

Contracting with Historically Underutilized Businesses (HUB), Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Firms

The COUNTY OF ATASCOSA will take all necessary steps to affirmatively assure HUBs, small and minority businesses, women's business enterprises, and labor surplus firms are notified of bidding opportunities and utilized whenever possible. Affirmative steps will include the following:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in parts (1)-(5) above.

Domestic preferences for procurements.

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

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“Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

“Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Cost/Price Analysis for Federal Procurements in Excess of \$150,000

In accordance with the requirements in 2 CFR § 200.324, the COUNTY OF ATASCOSA will make independent estimates of the goods or services being procured before receiving bids or proposals to get an estimate of how much the goods and services are valued in the current market.

To accomplish this, before bids and proposals are received, the COUNTY OF ATASCOSA conducts either a price analysis or a cost analysis, depending on the type of contract, in connection with every procurement with Federal funds in excess of \$150,000. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the COUNTY OF ATASCOSA will come to an independent estimate prior to receiving bids or proposals, 2 CFR § 200.324(a).

Accordingly, the COUNTY OF ATASCOSA performs a cost or price analysis in connection with every Federal procurement action in excess of \$150,000, including contract modifications, as follows:

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Cost Analysis → Non-competitive Contracts: A cost analysis involves a review of proposed costs by expense category, and the Federal cost principles apply, which includes an analysis of whether the costs are allowable, allocable, reasonable, and necessary to carry out the contracted services. In general,

- A cost analysis must be used for all non-competitive contracts, including sole source contracts.
- The Federal cost principles apply.
- All *non-competitive contracts* must also be awarded and paid on a *cost-reimbursement basis*, and not on a fixed-price basis.
- In a cost-reimbursement contract, the contractor is reimbursed for reasonable actual costs incurred to carry out the contract.
- Profit must be negotiated as a separate element of the price in all cases where there is no competition.

When performing a *cost* analysis, the COUNTY OF ATASCOSA negotiates profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work, 2 CFR § 200.323(b).

Price Analysis → Competitive Contracts: A *price* analysis determines if the lump sum price is fair and reasonable based on current market value for comparable products or services. In general,

- A price analysis can only be used with *competitive* contracts and is usually used with fixed-price contracts. It cannot be used with non-competitive contracts.
- Compliance with the Federal cost principles is not required for fixed-price contracts, but total costs must be reasonable in comparison to current market value for comparable products or services.
- A competitive contract may be awarded on a fixed-price basis or on a cost-reimbursement basis. If awarded on a cost-reimbursement basis, the Federal cost principles apply and costs are approved by expense category, and not a lump sum.

Costs or prices based on *estimated* costs for contracts are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable costs under the Federal cost principles.

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Federal awarding agency or pass-through entity review.

The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

1. The Non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
2. The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
3. The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;
4. The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
5. A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific

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policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.
- c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Contract Administration

The COUNTY OF ATASCOSA maintains the following oversights to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders, 2 CFR § 200.318(b). The program manager/director of the Federal award is responsible for monitoring contractor performance. The manager/director will compare actual performance of contract against projected performance and have the contractor explain any differences. They may also compare fees paid to date to contractor versus how far along the contractor is in performing the contractual duties. The manager/director may establish surveys of those directly benefitted by the contractor’s work for feedback purposes.

To ensure proper administration of contracts and any subgrants that may be awarded by the COUNTY OF ATASCOSA, the COUNTY OF ATASCOSA uses the following guidelines to determine whether each agreement it makes for the disbursement of Federal funds is a *contract*, whereby funds are awarded to a *contractor*, or a *subaward*, whereby funds are awarded to a *subrecipient*.

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The substance of the relationship is more important than the form of the written agreement, 2 CFR § 200.330.

Subawards/Subgrants

A *subaward/subgrant* is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. The COUNTY OF ATASCOSA determines who is eligible to receive what Federal assistance, and a *subrecipient/subgrantee*:

- Has its performance measured in relation to whether objectives of a Federal program are met
- Has responsibility for programmatic decision making
- Is responsible for adhering to applicable Federal program requirements, and
- In accordance with the subgrant agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the COUNTY OF ATASCOSA.

Contracts

A *contract* is for the purpose of obtaining goods or services for the COUNTY OF ATASCOSA's own use and creates a procurement relationship with the contractor.

A contractor:

- Provides goods and services within normal business operations
- Provides similar goods or services to many different purchasers
- Normally operates in a competitive environment
- Provides goods or services that are ancillary to the operation of the Federal program, and
- Is not subject to compliance requirements of the Federal program as a result of the contract, though similar requirements may apply for other reasons

Documentation for Contracts

The COUNTY OF ATASCOSA maintains the following written documentation, at a minimum, for each contract paid with Federal funds:

1. A copy of the written, signed contract/agreement for services to be performed
2. The rationale or procedure for selecting a particular contractor
3. Evidence the contract was made only to a contractor or consultant possessing the ability to perform successfully under the terms and conditions of the contract or procurement

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4. Records on the services performed – date of service, purpose of service – ensuring that services are consistent and satisfactorily performed as described in the signed contract or purchase order
5. Documentation that the contractor was not paid before services were performed, and
6. Records of all payments made (such as a spreadsheet or report generated from the general ledger), including the total amount paid to the contractor

Payment Only After Services Are Performed

For both State and Federally funded contracts, it is not permissible under Texas law to pay a contractor or consultant in *advance* of performing services. Advance payment to contractors is considered “lending credit” to the contractor and is prohibited under the *Texas Constitution*, Article 3, §§ 50 and 52. For ongoing services that occur monthly, payment can be made at the end of every month (based on a proper invoice submitted by the contractor and verification of work performed) for services performed during the month, or some other similar arrangement.

Consultants and contractors will not be paid without having a properly signed and dated contract or other written agreement in place which clearly defines the scope of work to be performed, the beginning and ending dates of the contract, and the agreed-upon price. The contract should also include a description of the payment procedures.

Upon performance of services (at contract milestones or upon completion of services), the contractor is required to submit an *invoice* to the COUNTY OF ATASCOSA that contains at a minimum the following:

- a clear identification of the contractor/consultant, including name and mailing address
- a corresponding contract (or written agreement) number, if applicable
- the dates (beginning and ending date) during which the services were performed (i.e., billing period)
- a description of the services/activities completed during the billing period
- the total amount due to the contractor for the billing period

By submitting a properly-prepared invoice, the contractor is certifying that it is true and correct.

Verification of Receipt of Goods and Services Provided by Contractors

If the purpose of the contract or purchase order is to deliver goods, the COUNTY OF ATASCOSA will designate the appropriate staff to verify that the quantity and quality of goods were as

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specified in the contract/purchase order. The receiving report and procedures used in all other State/local purchases will be used for all Federal purchases.

If the purpose of the contract is to purchase services, the contract manager along with the County Judge will verify that the quality and scope of services were received as specified in the contract.

Prompt Payment to Vendors/Contractors

The COUNTY OF ATASCOSA pays all vendors/contractors within thirty (30) days of receipt of a proper invoice and the receipt of the goods or services in accordance with the [Texas Prompt Payment Act](#). *Government Code, Chapter 2251, Subchapter A, for all contractors, and Property Code, Chapter 28 for Construction Contractors.*

Suspension and Debarment

The COUNTY OF ATASCOSA will ensure, prior to award, that all contractors have met all the eligibility requirements outlined in state and Federal law. The following steps will be taken to ensure contractor eligibility for all services procured.

- Contractors: All contractors, including professional consulting and engineering firms, must be cleared via a search of the Federal System of Award Management ('SAM') to ensure the contractor is in good standing and has not been debarred. The SAM portal can be found here: <https://sam.gov/SAM/pages/public/searchRecords/search.jsf>.
- Subcontractors: Subrecipients must notify the selected prime contractors that it is the sole responsibility of the prime contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment, and state licensing requirements.



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:	James Anders
Position:	Assistant Public Defender
Pay Rate:	\$100,000.00 Annually
Salary Budget Area:	012-488-403
Start Date:	5/5/25
Physical:	n/a
Drug Test:	n/a