

ATASCOSA COUNTY
COMMISSIONERS COURT
REGULAR MEETING
COMMISSIONERS COURTROOM, SUITE 203
May 27, 2025
9 a.m.

If after the commencement of the meeting covered by this Notice, the Commissioners Court should determine that a closed or executive meeting or session of the Court is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the Court. Purposes for a closed or executive meeting or session permitted by the Act include the following:

- 551.071 Consultation with Attorney.
- 551.072 Deliberation regarding real property.
- 551.073 Deliberation regarding prospective gifts.
- 551.074 Personnel Matters.
- 551.076 Deliberation regarding security devices or security audits.
- 551.0785 Deliberation involving medical or psychiatric records of individuals.
- 551.084 Investigation; exclusion of witness from hearing.
- 551.087 Deliberation regarding economic development negotiation.
- 551.088 Deliberation regarding test item.

AGENDA

1. Judge Cude: Call to Order.
2. Judge Cude: Prayer; Pledge of Allegiance.
3. Public Comments:
4. Audrey Louis: Discuss and/or take appropriate action concerning personnel:
District Attorney:
 - New Employee: Genoveva Regina Seidel
 - Position: Administrative Asst.
 - Pay Rate: \$36,100.00 yearly
 - Salary Budget Area: 047-400-436
 - Start Date: May 27, 2025
 - Physical: pending
 - Drug Test: pending
5. Comm. Bowen: Discuss and/or take appropriate action for the presentation from Blue
Blue Bonnet Fiber: Bonnet Fiber.
6. Martin Gonzales: Discuss and/or take appropriate action to approve the Witte Museum
Historical Loan Agreement for the New Discoveries of the Battle of Medina.
Commission: Reviewed by the County Attorney.
7. Comm. Gillespie: Discuss and/or take appropriate action to approve the Memorandum of
John Ulbricht: Understanding between Atascosa Health Center and Atascosa County
for assistance with site preparation of the new Atascosa Health Center

location in Poteet.

8. Sarah Rihn: Animal Control: Discuss and/or take appropriate action to approve an amended Interlocal Agreement for Animal Control Services with the cities of Charlotte, Christine, Jourdanton, Pleasanton, Poteet and McMullen County and Fee Schedule changes for 2025-2026.
9. Sheriff Guerra: Discuss and/or take appropriate action concerning personnel:
- | | |
|---------------------|---|
| New Employee: | Matthew Garcia |
| Position: | Corrections Officer |
| Pay Rate: | Tier 3: \$23.44 Hourly; 86 Hours Fluctuating; \$120.00 Mo. Uniform; SB22 Eligible, 90-Day County Probation; 1-Year Agency Probation |
| Salary Budget Area: | 012-442-562 |
| Start Date: | 05/27/2025 9:00am |
| Physical: | complete |
| Drug Test: | complete |
|
 | |
| New Employee: | Jared Fuentes |
| Position: | Corrections Officer |
| Pay Rate: | Tier 2: \$24.36 Hourly; 86 Hours Fluctuating; \$120.00 Mo. Uniform; SB22 Eligible; 90-Day County Probation; 1-Year Agency Probation |
| Salary Budget Area: | 012-442-562 |
| Start Date: | 06/09/2025 |
| Physical: | complete |
| Drug Test: | complete |
|
 | |
| Existing Employee: | Jesse Martinez |
| Position: | Courthouse Security |
| Pay Rate: | Move to Tier 1: \$28.08 Hourly; 40 Hours; \$120.00 Mo. Uniform; Continue 1-Year Agency Probation |
| Salary Budget Area: | 012-400-401 |
| Start Date: | 05/27/2025 |
| Physical: | n/a |
| Drug Test: | n/a |
|
 | |
| Existing Employee: | Justin Benavidez |
| Position: | Patrol Deputy |
| Pay Rate: | Move to Tier 1: \$28.62 Hourly; 86 Fluctuating; \$120.00 Mo. Uniform, SB22 Eligible, Continue 1-Year Agency Probation |
| Salary Budget Area: | 012-440-410 |
| Start Date: | 06/08/2025 |
| Physical: | n/a |
| Drug Test: | n/a |
|
 | |
| Existing Employee: | Logan Morse |
| Position: | Patrol Deputy |
| Pay Rate: | Move to Tier 1: \$28.62 Hourly; 86 Fluctuating; |

Salary Budget Area: \$120.00 Mo. Uniform, SB22 Eligible, Continue
1-Year Agency Probation
012-440-410
Start Date: 06/08/2025
Physical: n/a
Drug Test: n/a

Existing Employee: Cole Hannah
Position: Corrections Officer
Pay Rate: Move to Tier 1: \$25.27 Hourly; 86 Fluctuating;
\$120.00 Mo. Uniform, SB22 Eligible, Continue
1-Year Agency Probation

Salary Budget Area: 012-442-562
Start Date: 06/08/2025
Physical: n/a
Drug Test: n/a

10. Theresa Carrasco: County Clerk: Discuss and/or take appropriate action for approval of Commissioners' Court Minutes for March 2025.
11. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the Final Plat for the A&E Acres Subdivision on Sanctuary Rd in Precinct 2.
12. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the following permits:
 - A. Discuss and/or take appropriate action concerning approval/denial of the Road Bore Permit for McCoy Water Supply Corporation on County Road 416 in Precinct 4.
 - B. Discuss and/or take appropriate action concerning approval/denial of the Road Bore Permit for McCoy Water Supply Corporation on Strawberry City Road in Precinct 1.
 - C. Discuss and/or take appropriate action concerning approval/denial of the Road Bore Permit for McCoy Water Supply Corporation on Verdi Road in Precinct 1.
13. Britni Van Curan: Rural Development: Discuss and/or take appropriate action concerning approval/denial of the following permits:
 - A. Discuss and/or take appropriate action concerning approval/denial of the Temporary Water Line Permit for Commodore Midstream Partners on County Road 401 in Precinct 4.
 - B. Discuss and/or take appropriate action concerning approval/denial of the Temporary Water Line Permit for Commodore Midstream Partners on County Road 407 in Precinct 4.
 - C. Discuss and/or take appropriate action concerning approval/denial of the Temporary Water Line Permit for Commodore Midstream Partners on County Road 447 in Precinct 4.

14. Comm. Gillespie: Discuss and/or take appropriate action concerning personnel:
- | | |
|---------------------|---|
| Existing Employee: | Joe Turley |
| Position: | Road Crew |
| Pay Rate: | From \$23.51 per hour to \$24.20 per hour |
| Salary Budget Area: | 021-400-402 |
| Start Date: | 5/27/2025 |
| Physical: | n/a |
| Drug Test: | n/a |
15. Comm. Pawelek: Discuss and/or take appropriate action concerning personnel:
- | | |
|---------------------|---------------|
| Existing Employee: | Carl Harlos |
| Position: | Road Crew CDL |
| Pay Rate: | \$23.27 |
| Salary Budget Area: | 023-400-402 |
| Start Date: | 06/09/2025 |
| Physical: | n/a |
| Drug Test: | n/a |
16. Comm. Riley: Discuss and/or take appropriate action to approve the Memorandum of Understanding between Atascosa County and Paisano Volunteer Fire Department and Campbellton Community Center for assistance with site preparation of a helicopter pad.
17. Tracy Barrera: Discuss and/or take appropriate action to approve the appointment of the following individuals as the inaugural board members of the Atascosa County Emergency Services District (ESD) 2. These individuals were carefully chosen by the Volunteer Fire Departments (VFD) Fire Chiefs of Leming, Ata-Bexar, and Poteet.
- Auditor:
1. Matt Adamitz
 2. Natalie Shearrer
 3. Richard Cruz Jr.
 4. David Zuhlke
 5. Laura Martinez
18. Molly Solis: Discuss and/or take appropriate action concerning personnel- completion of 90-day county probationary period on May 4, 2025; (the 180-day County Attorney's Office probationary period continues):
- | | |
|---------------------|---|
| Existing Employee: | Monica Guillen |
| Position: | Victim Assistance Coordinator |
| Pay Rate: | \$59,400.00 county salary plus SB22 of \$5,600.00 total \$65,000.00 |
| Salary Budget Area: | 012-404-405 |
| Start Date: | 05/27/2025 |
| Physical: | n/a |
| Drug Test: | n/a |
19. Tracy Barrera: Discuss and/or take appropriate action to accept the 2024 Annual Financial

Report from the Atascosa County Emergency Services District (ESD) 1 and enter into the county minutes pursuant to Health and Safety Code Sec. 775.082. See attached.

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

Atascosa County Judge Weldon P. Cude has completed 12 hours of continuing education hours at the 2025 Probate Academy in Lubbock, Tx.

Constable Salazar has been issued a Peace Officer License under Chapter 1701, Occupations Code.

21. **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, Deliberation regarding real property 551.072.

- a. Update on Status of Pending Litigation Matters
- b. Update on sale of McMullen County Property

22. **OPEN SESSION**

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

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

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

26. **COMMENTS FROM THE COMMISSIONERS COURT (No Action Can Be Taken).** The next Commissioners Court is set for Monday, June 9, 2025.

27. Judge Cude: Adjourn.



Weldon P. Cude, Atascosa County Judge

I, the undersigned, do hereby certify that this notice was posted by 4:00 p.m., on Friday, May 23, 2025.

A handwritten signature in cursive script that reads "Jessica Kidd". The signature is written in black ink and is positioned above the printed name.

Jessica Kidd, Court Coordinator



PERSONNEL ACTION FORM

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

Employment Type:

New employee

Requested Action

Audrey Louis:
District Attorney: Discuss and/or take appropriate action concerning personnel:

New Employee	Genoveva Regina Seidel
Position:	Administrative Asst.
Pay Rate:	\$36,100.00 yearly
Salary Budget Area:	047-400-436
Start Date:	May 27, 2025
Physical:	pending
Drug Test:	pending

**AGENDA REQUEST
(GENERAL)**

Agenda Item 5.

Meeting Date: 05/27/2025

Item Title:

Submitted For: Weldon Cude, County Judge

Discuss and/or take appropriate action concerning:

Comm. Bowen: Discuss and/or take appropriate action for the presentation from Blue Bonnet

Blue Bonnet Fiber: Fiber.

ATTACHMENTS

information

information

information

Bluebonnet Fiber[®]



Bringing True Fiber Connectivity to Atascosa County

May 2025



Who is Bluebonnet Fiber?



- Our mission is to build and provide affordable, reliable high-speed internet access to rural underserved communities
- Locally owned by people that come from rural and farming background, TEXAS HUB Certified
- Creating economic development by connecting underserved communities to commerce near and far
- Delivering cutting-edge technology solutions tailored to the unique needs of Atascosa County.
- In-house engineering and construction capabilities.
- Our expertise allows us to build and maintain the essential backbone for high-speed internet, supporting the digital transformation of rural communities.

What we do?

We specialize in connecting rural and underserved areas

Core Capabilities

- All things fiber communications
- Focused on buried fiber: Reliable, durable, out-of-sight
- Years of R&D has enabled us to reach locations previously not economically sustainable
- Generally available residential and small business services up to 25Gbps
- Government and enterprise services up to 400Gbps per circuit
- Wholesale capacity of 19,200Gbps (19.2Tbps) per pair of fiber

Community Services

- We create well compensated jobs and hire locally
- We partner with nonprofits that enable us to prioritize hiring of veterans with disabilities

Who do we work with?

We work with state and federal offices to bring fiber construction funding into your jurisdiction.

Key Organizations



US Department of Commerce: The mission of the Department is to create the conditions for economic growth and opportunity for all communities



National Telecommunications and Information Administration (NTIA): Is the Executive Branch agency principally responsible by law for advising the President on telecommunications and information policy issues.

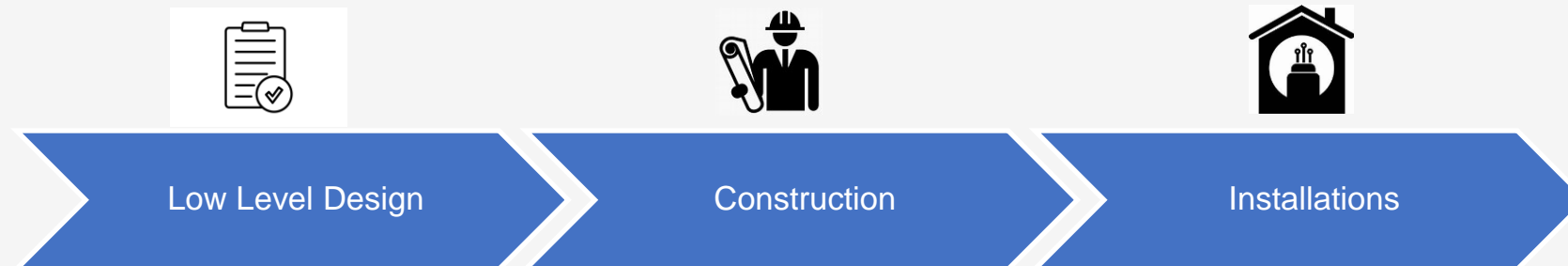


Texas Broadband Development Office: The Broadband Development Office (BDO), operated by the Texas Comptroller of Public Accounts, awards grants, low-interest loans and other financial incentives to internet service providers who expand access to broadband service in underserved areas. The BDO also provides a variety of tools and resources supporting the expansion of broadband access across Texas.



USDA Rural Development: USDA Rural Development provides loans and grants for homes, businesses, communities, water and waste disposal, energy and high-speed internet in rural areas

How we do it?



- Field surveys
- Notifying residents
- Obtain permits/permission

- Install conduit & cable
- Install splitters & transceivers

- From the curb to the home

What does Bluebonnet Fiber look like?

Out of sight, out of mind.



- Designed and built with a 100-year outlook
- Discreet, underground, and buried deep

How do we install the service?









We use trenchless technologies to minimize impact to the community.



- We utilize directional drilling and vibratory plowing. Eliminates open trench risks to the public and minimizes ground disturbance.
- Teams are equipped with ground penetrating radar and can pothole to mitigate damage to existing utilities.

What does Bluebonnet Fiber offer?

Mass market services

<p>1 Gbps</p> <p>Perfect for everyday browsing and streaming.</p> <p>\$65/mo</p>	<p>5 Gbps</p> <p>Ideal for power users who need something more.</p> <p>TBA</p>	<p> Standard Equipment Included</p> <p>A modem and wireless router is included at no extra charge.</p>	<p> Equal Upload & Download Speeds</p> <p>With us, you get the speed you paid for in both directions.</p>	<p> Reliable Connection</p> <p>Our robust network is designed to operate even in the worst of our weather.</p>	<p> Low Latency</p> <p>Experience minimal lag for smooth gaming and video calls.</p>
<p>10 Gbps</p> <p>We have no clue what you'd do with this much speed!</p> <p>TBA</p>	<p>25 Gbps</p> <p>The fastest internet in Texas.</p> <p>TBA</p>	<p> 24/7 Support</p> <p>Our expert team is always available to assist you.</p>	<p> Proactive Monitoring & Communications</p> <p>If an outage happens, we will keep you updated every step of the repair.</p>	<p> Privacy by Default</p> <p>Unlike many other providers, we don't make money from selling your personal data.</p>	<p> Low Cost Option</p> <p>Eligible low income households may receive a \$30/mo discount.</p>

- Bluebonnet Fiber plans to offer an 1Gbps option for \$35/mo to qualifying low-income households.

Next Steps for Atascosa County

Package preparation entails close collaboration between Bluebonnet Fiber and Atascosa County.

Relationships matter

Bluebonnet Fiber would like the opportunity to meet with Commissioners, county employees and community leaders as appropriate to better understand the needs of their precincts to ensure all needs are being addressed and to strengthen our applications for funding.

We are committed to delivering the best experience possible to the communities we serve, and we believe that effective communication with local leaders and constituents is vital to our success.



Questions?



- Wyatt Ciomperlik
- CEO & Engineer
- (956) 802-5353
- WyattC@bbfiber.net



- Christopher Flores
- Public Relations Manager
- (210)763-0270
- ChrisF@bbfiber.net



- Steve Reyes
- Business Development Manager
- (210)847-1527
- SteveR@bbfiber.net

Company details: Texas HUB Certified, Woman & Native American Owned Small Business

FCC Registration Number (FRN): 0033189549

SAM UEI: TZK2HB6RRAS4

DLA Cage: 9FNY6

D-U-N-S® Number: 037419121

RE: Fiber to the home for Atascosa County residents

Bluebonnet Fiber
4040 Broadway
STE 240-154
San Antonio, TX 78209-6350

Atascosa County Commissioners' Court
1 Courthouse Circle Dr.
Jourdanton, TX 78026

May 13, 2025

To the Honorable Judge Cude, Commissioner Gillespie, Commissioner Bowen, Commissioner Pawelek, and Commissioner Riley,

My name is Wyatt Ciomperlik, Co-founder and Principal Engineer of Bluebonnet Fiber. As a second-generation farmer, I've experienced firsthand the challenges of living in rural areas without reliable high-speed internet—challenges that impact everything from agriculture and education to healthcare and economic opportunity.

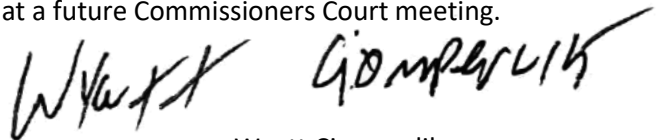
Bluebonnet Fiber is a Texas HUB-certified, San Antonio-based small business dedicated to closing the digital divide. Our mission is to deliver fast, affordable, and future-ready fiber-optic internet to underserved communities.

We are presently engaged in a cooperative agreement with the US Department of Agriculture to promote broadband expansion within Atascosa County and are actively working towards launching fiber-to-the-home projects that will bring 25-gigabit internet to thousands of residents. These efforts aim to boost economic development, improve education, and enhance quality of life.

We would love the opportunity to work with the county to benefit our fellow residents, and we ask for your assistance in topics such as:

- **ROW Planning** – Coordinating construction to minimize disruption and align with county infrastructure plans.
- **Capacity for County's Economic Development Plan** – Reserving fiber capacity for public safety, essential services, economic development, and future county needs.
- **Community Needs Assessment** – Collaborating with local stakeholders to identify and prioritize the most in need areas.
- **Letters of Support** – Endorsements from the Court and local organizations to strengthen our broadband funding applications.

High-speed internet is no longer a luxury—it's a necessity. With your leadership and our expertise, we can ensure Atascosa County thrives in the digital age. Thank you for your time and consideration. I would welcome the opportunity to discuss our plans at a future Commissioners Court meeting.



Wyatt Ciomperlik
(956) 802-5353
WyattC@bbfiber.net

Bluebonnet Fiber®

Service Area Overview

PROJECT

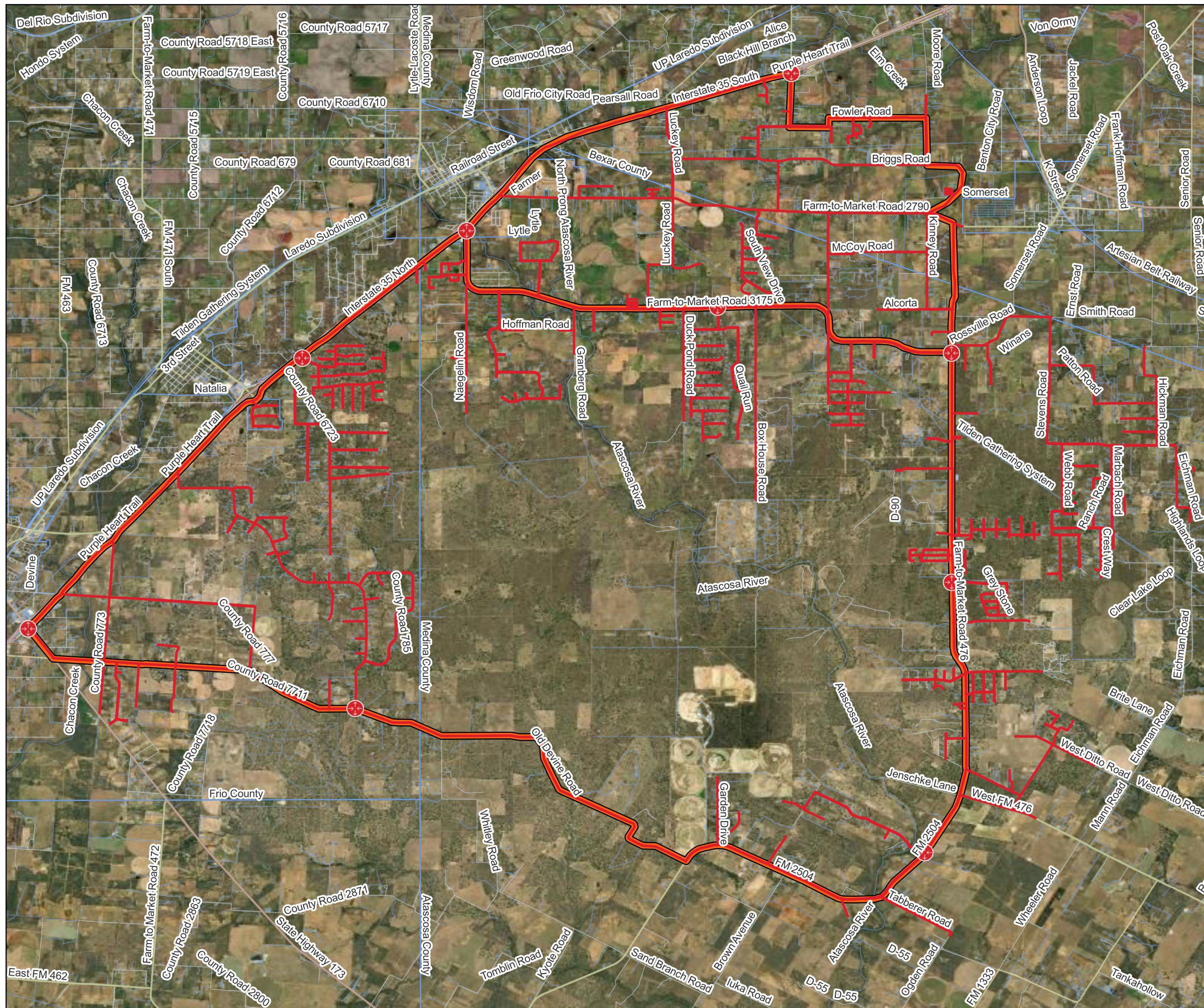
Tricounty Fiber to the Home

This map showcases the major elements of the proposed fiber network. All proposed elements exist within the public ROW on one or both sides of the road.

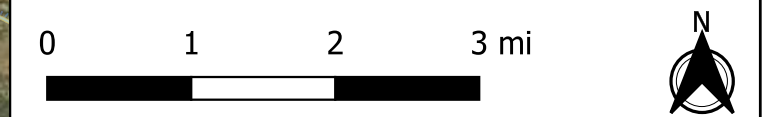
- DWDM Trunk
- Access Routes

Devices

- Router



DATE	APPROVER	SCALE
05/13/2025	Wyatt C.	1:65,000



FCC FRN 0033189549
San Antonio, Texas

**AGENDA REQUEST
(GENERAL)**

Agenda Item 6.

Meeting Date: 05/27/2025

Item Title:

Submitted For: Martin Gonzales, Historical Commission Director

Discuss and/or take appropriate action concerning:

Martin Gonzales: Discuss and/or take appropriate action to approve the Witte Museum Loan
Historical Agreement for the New Discoveries of the Battle of Medina. Reviewed by the
Commission: County Attorney.

ATTACHMENTS
information



INCOMING LOAN CONTRACT

Loan # IL 2025.xx

Lender: Atascosa County

Contact Person: Martin Gonzales Phone: 830-480-2741

Email: historicalcommission@atascosacounty.texas.gov

Address: 1 Courthouse Circle Drive, Jourdanton, Texas 78026

Credit Line (exact form of lender's name for exhibition and publication credit):

Atascosa County Historical Commission

Exhibition Title/Purpose: *New Discoveries: Battle of Medina*

Period of Loan (pickup & return dates): June 1, 2025 - To be determined

To be insured by: The Witte Museum (The Witte will also cover incoming and outgoing shipment costs of this loan.)

Effective Date of Coverage: June 1, 2025

Artist	Title	Description	Insured Value
			Total:

Loan accepted under the conditions on the back of this form. Please sign and return one copy.

Lender: _____ **Date:** _____

Title: _____

The Witte Museum: _____ **Date:** _____

Michelle Cuellar Everidge, PhD, President and CEO

The item(s) listed above was (were) received in good condition.

Returned to Lender:

_____ **Date:** _____

THE WITTE MUSEUM: CONDITIONS GOVERNING INCOMING LOANS

The Witte Museum will exercise the same care in respect to the object(s) covered by this agreement as it does with its own property. Said object(s) will be covered by the Museum's blanket policy from the date of receipt until either (a) the time of its/their return to the depositor, or (b) the termination of the Museum's accepted period of responsibility for unreturned objects, as stated in clause 2, below. Depositor must assume responsibility for in-transit insurance unless (a) otherwise noted, or (b) object(s) is/are transported by museum personnel.

Upon termination of the loan, per the dates on the face of this agreement and if the loan has not been renewed, the depositor may at once reclaim his property. In his failure to do so, the Witte Museum may request him in writing to withdraw the deposited object(s) within thirty (30) days. If the withdrawal has not been made at the end of said thirty day period, the Museum's responsibility for the safety of the object(s) shall then cease; it shall have the right to store it/them at the depositor's risk and expense, charging regular storage fees thereforward and being empowered to enforce a lien for such fees; and it shall put into effect the Texas Abandoned Property Law. The property can then be declared the property of the Museum two years from the date of the first letter noted above, if the Museum has followed the procedures outlined by Texas Law.

It is understood that the same regulations apply to accepted loans to the Museum when the lender has not returned to the Museum the necessary "formal" documents concerning said loan.

Objects lent to the Witte Museum at its request will be insured by the Witte Museum under its blanket fine arts policy against all ordinary risks while in its possession, and in transit, unless transported personally by the lender or his authorized agent. The Witte Museum will insure invited loans at the valuation indicated on the face of this form. If not noted, the Museum will insure invited loans at its own estimated valuation. Otherwise, the lender may continue his own insurance for the period of the loan, although in this instance the Museum will not accept responsibility for any errors in coverage.

Self-Insurance: The depositor hereby releases the Witte Museum from all liability for any loss or damage to the said property named on the face of this receipt while in its possession or in transit and agrees that the Witte Museum shall not cover such property with insurance.

Signature of Lender if object(s) is/are self-insured Date

Property lent to the Witte Museum for exhibition shall remain in its possession for the time specified on the face of this form but may be withdrawn from exhibition by the Director of the Museum.

Loans will be returned only to the owner or lender or his duly authorized agent. In signing this agreement the lender(s) certifies that he/they is/are the legal owner(s) or authorized agent of the legal owner of the described property in question.

The Witte Museum may require a written order of the Depositor or his authorized agent or legal representative before it returns deposited objects.

In receiving or surrendering deposits, the Museum requires that the Depositor comply with all government regulations. If the Depositor has knowledge of or special conditions governing the object(s), such as copyright lien, etc., he should inform the Museum thereof.

In case of death of the Depositor or legal transfer of ownership, for whatever reason, the legal representative of the Depositor or the new owner shall notify the Museum forthwith, giving full name and address in writing. Such legal representatives or owner shall submit proof of authority, any necessary tax waivers, and such other documentation and instruments as the Museum may require.

Lender shall provide the Witte Museum with the complete condition report of property lent prior to period of the loan. If such report is not received prior to date specified the Museum may not be responsible for damages incurred in transit to the Witte Museum.

Unless the Witte Museum is notified in writing to the contrary, it is understood that property lent to it may be photographed, sketched, reproduced or televised for publicity or educational purposes, but it will not grant such rights to others without written permission of the Depositor.

All written Museum requests or notices required by this receipt shall be considered sufficient if sent by Registered Mail to the Depositor at the address given on the front of this form.

The Witte Museum accepts this deposit on the understanding that the Depositor has full authority to make the same.

If any of the conditions to this loan are to be altered, changed or waived or otherwise affected, this must be done in writing on the agreement or by separate subsequent agreement with the Witte Museum.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 7.

Meeting Date: 05/27/2025

Item Title:

Submitted For: Mark Gillespie, Commissioner, Pct. 1

Discuss and/or take appropriate action concerning:

Comm. Gillespie: Discuss and/or take appropriate action to approve the Memorandum of

John Ulbricht: Understanding between Atascosa Health Center and Atascosa County for assistance with site preparation of the new Atascosa Health Center location in Poteet.

ATTACHMENTS

**AGENDA REQUEST
(GENERAL)**

Agenda Item 8.

Meeting Date: 05/27/2025

Item Title:

Submitted For: Sarah Rihn, Shelter Facility Director

Discuss and/or take appropriate action concerning:

Sarah Rihn: Discuss and/or take appropriate action to approve an amended Interlocal Agreement for Animal Control Services with the cities of Charlotte, Christine, Jourdanton, Pleasanton, Poteet and McMullen County and Fee Schedule changes for 2025-2026.



PERSONNEL ACTION FORM

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

Employment Type:

New employee

Requested Action

Sheriff Guerra: Discuss and/or take appropriate action concerning personnel:
New Employee: Matthew Garcia
Position: Corrections Officer
Pay Rate: Tier 3: \$23.44 Hourly; 86 Hours Fluctuating;
\$120.00 Mo. Uniform; SB22 Eligible, 90-Day
County Probation; 1-Year Agency Probation
Salary Budget Area: 012-442-562
Start Date: 05/27/2025 9:00am
Physical: complete
Drug Test: complete



PERSONNEL ACTION FORM

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

Employment Type:

New employee

Requested Action

New Employee:

Jared Fuentes

Position:

Corrections Officer

Pay Rate:

Tier 2: \$24.36 Hourly; 86 Hours Fluctuating;
\$120.00 Mo. Uniform; SB22 Eligible; 90-Day
County Probation; 1-Year Agency Probation

Salary Budget Area:

012-442-562

Start Date:

06/09/2025

Physical:

complete

Drug Test:

complete



PERSONNEL ACTION FORM

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

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

Requested Action

Existing Employee:	Jesse Martinez
Position:	Courthouse Security
Pay Rate:	Move to Tier 1: \$28.08 Hourly; 40 Hours; \$120.00 Mo. Uniform; Continue 1-Year Agency Probation
Salary Budget Area:	012-400-401
Start Date:	05/27/2025
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

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

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

Requested Action

Existing Employee:	Justin Benavidez
Position:	Patrol Deputy
Pay Rate:	Move to Tier 1: \$28.62 Hourly; 86 Fluctuating; \$120.00 Mo. Uniform, SB22 Eligible, Continue 1- Year Agency Probation
Salary Budget Area:	012-440-410
Start Date:	06/08/2025
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

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

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

Requested Action

Existing Employee:	Logan Morse
Position:	Patrol Deputy
Pay Rate:	Move to Tier 1: \$28.62 Hourly; 86 Fluctuating; \$120.00 Mo. Uniform, SB22 Eligible, Continue 1- Year Agency Probation
Salary Budget Area:	012-440-410
Start Date:	06/08/2025
Physical:	n/a
Drug Test:	n/a



PERSONNEL ACTION FORM

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

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

Requested Action

Existing Employee:	Cole Hannah
Position:	Corrections Officer
Pay Rate:	Move to Tier 1: \$25.27 Hourly; 86 Fluctuating; \$120.00 Mo. Uniform, SB22 Eligible, Continue 1- Year Agency Probation
Salary Budget Area:	012-442-562
Start Date:	06/08/2025
Physical:	n/a
Drug Test:	n/a

**AGENDA REQUEST
(GENERAL)**

Agenda Item 10.

Meeting Date: 05/27/2025
Item Title: March Minutes
Submitted For: Theresa Carrasco, County Clerk

Discuss and/or take appropriate action concerning:

Theresa Carrasco: Discuss and/or take appropriate action for approval of Commissioners' Court
County Clerk: Minutes for March 2025.

Recommendation/Action Requested and Justification

Request approval of the Commissioners' Court Minutes for March 2025.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 11.

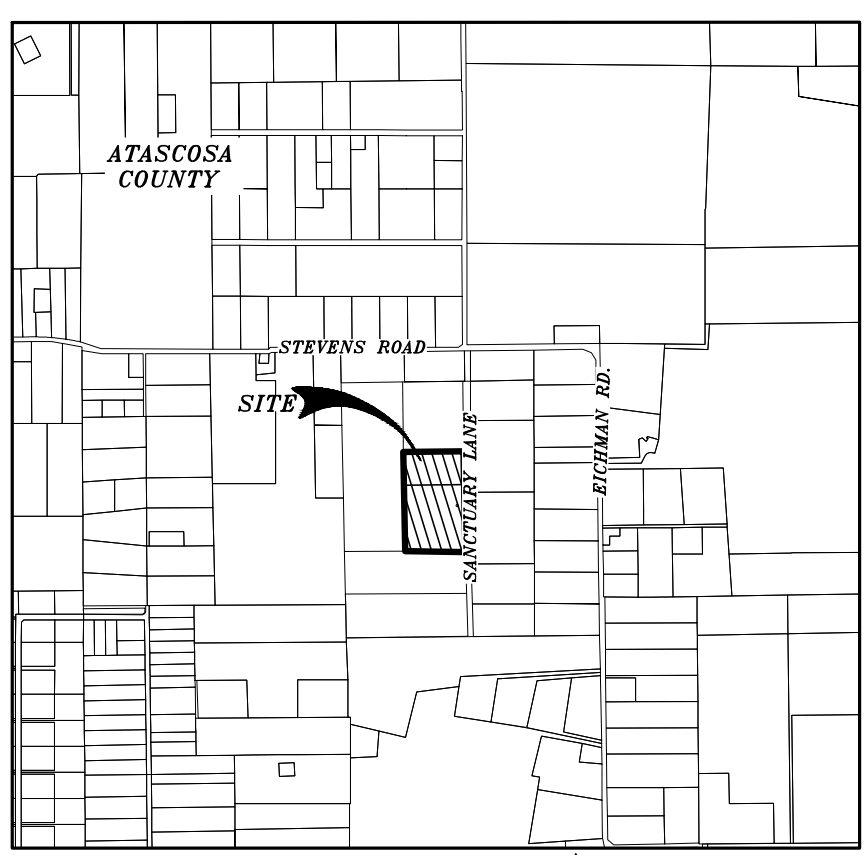
Meeting Date: 05/27/2025
Item Title: Subdivision - A&E Acres S/D
Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

Britni Van Curan: Discuss and/or take appropriate action concerning approval/denial of the Final Rural Plat for the A&E Acres Subdivision on Sanctuary Rd in Precinct 2.
Development:

ATTACHMENTS

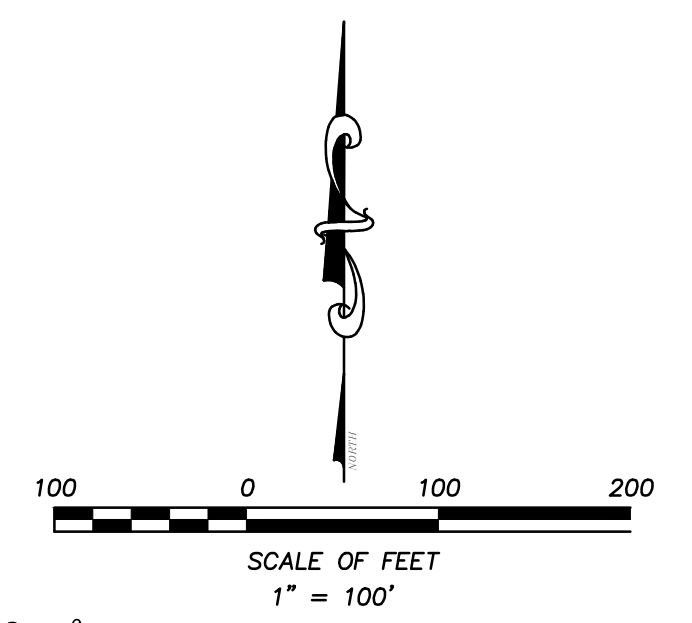
A&E Acres Final Plat



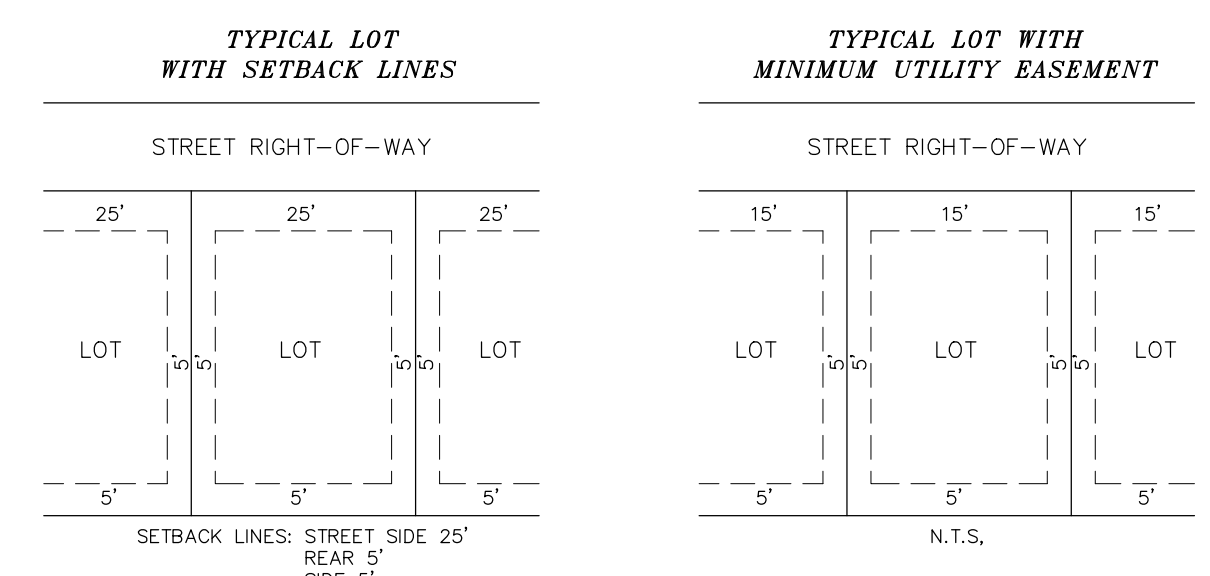
- LEGEND**
- D.R. = DEED RECORDS OF ATASCOSA COUNTY, TEXAS
 - ESMT = EASEMENT
 - N.T.S. = NOT TO SCALE
 - O.P.R. = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF ATASCOSA COUNTY, TEXAS
 - P.S. = PAGES
 - R.O.W. = RIGHT-OF-WAY
 - VOL. = VOLUME
 - 4 = LOT NUMBER
 - 101 AC = GROSS LOT ACREAGE
 - = FOUND STEEL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

- ATASCOSA COUNTY SUBDIVISION REGULATION NOTES:**
- THE SUBDIVISION IS IN THE SOMERSET ISD.
 - CONVEYANCE OF LOTS SHALL NOT BE PERMITTED UNTIL THE FINAL PLAT HAS BEEN APPROVED BY THE ATASCOSA COUNTY COMMISSIONERS COURT, AND THE RECORDED PLAT FILED WITH THE COUNTY CLERK.
 - IF A CULVERT IS INSTALLED, THE MINIMUM DRIVEWAY CULVERT SIZE FOR EACH LOT SHALL NOT BE LESS THAN 18 INCHES. IF A CULVERT IS NOT INSTALLED, THEN MAKE SURE DRIVEWAY IS CONSTRUCTED IN A MANNER TO NOT BLOCK UPGRADIENT WATER.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC WATER SYSTEM OR AN INDIVIDUAL WATER SYSTEM. DUE TO DECLINING WATER SUPPLY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY ATASCOSA COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAIN WATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE.
 - NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM THAT HAS BEEN APPROVED AND PERMITTED BY THE ATASCOSA COUNTY HEALTH INSPECTOR.
 - ALL LOTS HAVE BEEN DESIGNED IN COMPLIANCE WITH THE RULES OF ATASCOSA COUNTY FOR ON-SITE SEWAGE FACILITIES. NO STRUCTURE OR DEVELOPMENT WITHIN THE SUBDIVISION MAY BEGIN UNTIL FINAL APPROVAL OF THE PLAT BY ATASCOSA COUNTY COMMISSIONERS COURT AND RECORDING OF THE APPROVED PLAT BY THE COUNTY CLERK.
 - THE LOCATION AND DIMENSIONS OF STREETS AS SET FORTH AND LAID OUT ON THIS PLAT ARE IN ACCORDANCE WITH THE SUBDIVISION AND DEVELOPMENT REGULATIONS OF ATASCOSA COUNTY, TEXAS.
 - NO HOMES ARE TO BE BUILT OR BROUGHT ON TO THE LOT(S) UNTIL FLOODPLAIN PERMITS HAVE BEEN OBTAINED AND AN APPLICATION FOR SEPTIC PERMIT HAS BEEN SUBMITTED.
 - WATER SERVICE PROVIDED TO A&E ACRES - LOTS 1-3 BY BENTON CITY WSC.
 - WATER SERVICE PROVIDED TO A&E ACRES - LOTS 4-5 BY PRIVATE WATER WELL.
 - ELECTRIC SERVICE PROVIDED TO A&E ACRES BY CPS ENERGY.
 - IN ORDER TO PROMOTE SAFE USE OF ROADWAYS AND PRESERVE THE CONDITIONS OF PUBLIC ROADWAYS, NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLICLY DEDICATED ROADWAY UNLESS A DRIVEWAY PERMIT HAS BEEN APPROVED BY THE PRECINCT COMMISSIONER OF ATASCOSA COUNTY OR HIS OR HER DESIGNATED REPRESENTATIVE, OR TEXAS DEPARTMENT OF TRANSPORTATION FOR DRIVEWAYS ENTERING ONTO STATE ROADS, AND THE DRIVEWAY SHALL BE DESIGNED AND CONSTRUCTED IN ACCORDANCE WITH THE ATASCOSA COUNTY ROAD STANDARDS OR TxDOT STANDARDS, AS APPLICABLE.
 - LOTS 4-5 OF THIS SUBDIVISION WILL BE SERVED BY INDIVIDUAL, PRIVATELY OWNED GROUNDWATER WELLS. INFORMATION ON THE AVAILABLE SUPPLY OF GROUNDWATER AND ITS QUALITY IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THE SUBDIVISION IS IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS.
 - LOTS 1-3 OF THIS SUBDIVISION WILL BE SERVED BY BENTON CITY WATER SUPPLY CORPORATION, 980 FM 3175, LYTLE, TX 78052. INFORMATION ON THE BENTON CITY WATER SUPPLY CORPORATION IS AVAILABLE TO PROSPECTIVE PURCHASERS OF LOTS IN THE OFFICE OF THE COUNTY CLERK OF ATASCOSA COUNTY, TEXAS AND BE STATED IN THE DEED RESTRICTIONS.

- SURVEYOR NOTES:**
- THE BASIS OF BEARING FOR THIS PLAT IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83 (2011), SOUTH CENTRAL ZONE.
 - 5/8" STEEL ROD MONUMENT WITH CAP STAMPED "RAKOWITZ ENGINEERING AND SURVEYING" SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
- SETBACK NOTES:**
- UNLESS OTHERWISE NOTED, BUILDING SETBACKS TO BE AS FOLLOWS FOR ALL LOTS:
 25' FRONT (STREET SIDE)
 5' BACK
 5' SIDE
- FLOODPLAIN NOTE:**
- THIS PLAT IS NOT WITHIN FEMA FLOODPLAIN PER FEMA FIRM MAP NUMBER 4801300075C EFFECTIVE NOVEMBER 4, 2010.



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



OWNER: ERIK CARRANZA
 12911 WRANGLER WAY
 SAN ANTONIO, TX 78223

STATE OF TEXAS §
 COUNTY OF ATASCOSA §

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

NOTARY PUBLIC

THE STATE OF TEXAS §
 COUNTY OF ATASCOSA §

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

OWNER: GEORGE JOSEPH VEGA
 276 SANCTUARY LANE
 VON ORMY, TX 78073

STATE OF TEXAS §
 COUNTY OF ATASCOSA §

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

OWNER: REGINA VEGA
 276 SANCTUARY LANE
 VON ORMY, TX 78073

STATE OF TEXAS §
 COUNTY OF ATASCOSA §

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

STATE OF TEXAS §
 COUNTY OF ATASCOSA §

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

TYPICAL LOT CULVERT SIZE	
LOT	SIZE
1-5	MIN. 18"

OWNER: KESHIA CARRANZA
 12911 WRANGLER WAY
 SAN ANTONIO, TX 78223

STATE OF TEXAS §
 COUNTY OF ATASCOSA §

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

NOTARY PUBLIC

CERTIFICATE OF THE PRECINCT COMMISSIONER

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

COMMISSIONER PRECINCT 2

CERTIFICATE OF FINAL APPROVAL

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

ATASCOSA COUNTY JUDGE

COMMISSIONER PRECINCT 1 COMMISSIONER PRECINCT 2

COMMISSIONER PRECINCT 3 COMMISSIONER PRECINCT 4

CERTIFICATE OF COUNTY ATTORNEY

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

COUNTY ATTORNEY

THE STATE OF TEXAS
 COUNTY OF ATASCOSA

KNOW ALL MEN BY THESE PRESENTS:

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

PRELIMINARY

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

THE STATE OF TEXAS
 COUNTY OF ATASCOSA

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

PRELIMINARY

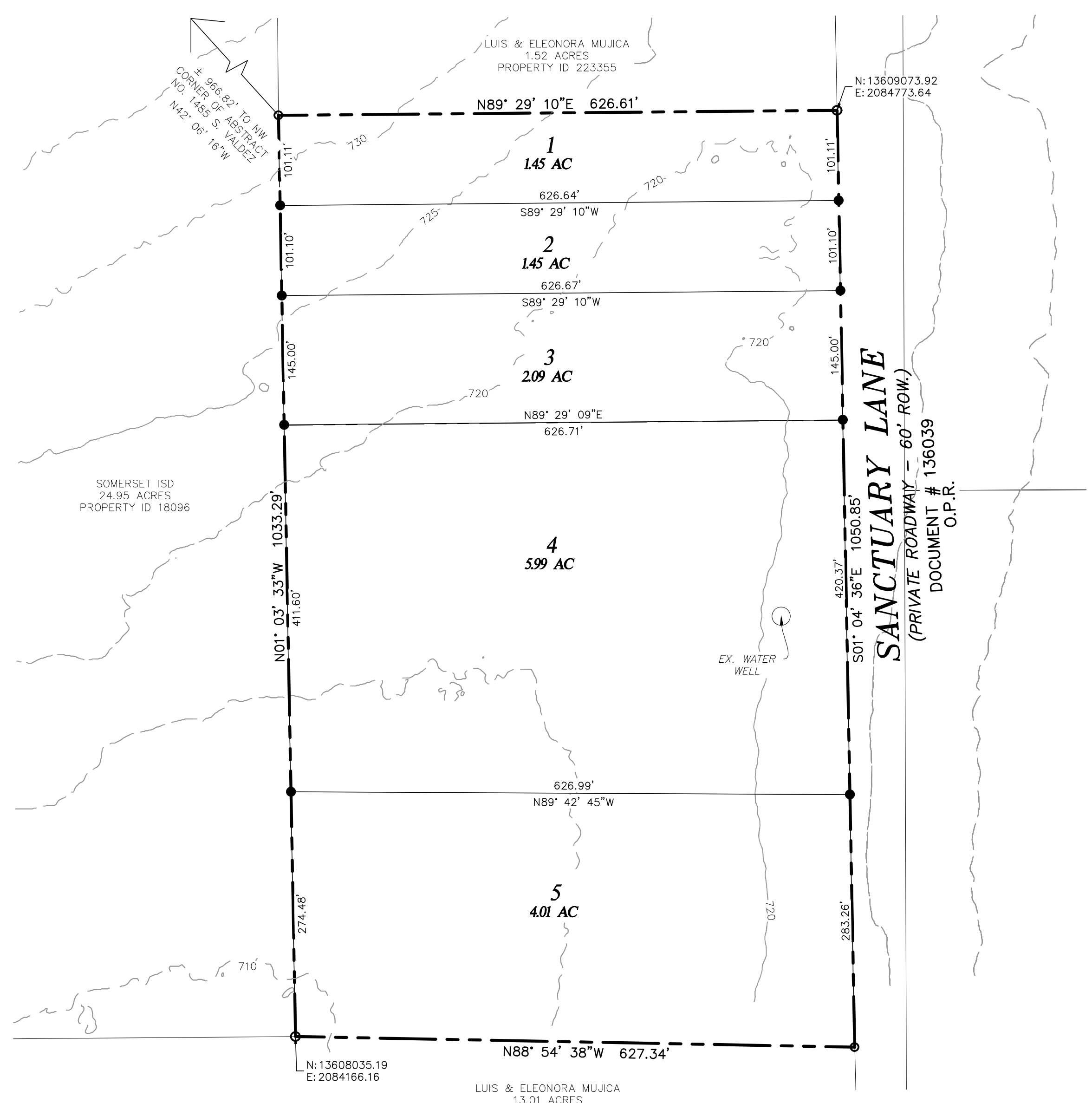
JOAQUIN J. CAVAZOS
 LICENSED PROFESSIONAL ENGINEER
 NO. 147304, STATE OF TEXAS
 515 W. OAKLAWN STE
 PLEASANTON, TEXAS 78064

OWNER:
 ERIK AND KESHIA CARRANZA
 12911 WRANGLER WAY
 SAN ANTONIO, TX 78223
 (210) 995-6969

OWNER:
 GEORGE JOSEPH & REGINA VEGA
 276 SANCTUARY LANE
 VON ORMY, TEXAS 78073
 (210) 639-0808



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



**PLAT OF
 A&E ACRES SUBDIVISION**

ESTABLISHING LOTS 1-5, BEING ALL OF A 4.99 ACRE TRACT OF LAND, CALLED 4.994 ACRES, DESCRIBED IN AN INSTRUMENT, RECORDED IN CLERK'S FILE NO. 237592, OFFICIAL PUBLIC RECORDS, ATASCOSA COUNTY, TEXAS, ALSO KNOWN AS PART OF TRACT 7, AND THE REMAINDER OF A 15.00 ACRE TRACT OF LAND, DESCRIBED IN AN INSTRUMENT, RECORDED IN CLERK'S FILE NO. 143006, ALSO KNOWN AS TRACT 7, AND LYING IN THE SANTOS VALDEZ SURVEY NO. 1431 1/2, ABSTRACT NO. 1485, ATASCOSA COUNTY, TEXAS

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

PROPERTY INFORMATION		PROPERTY INFORMATION	
PROPERTY ID: 225113	LEGAL ACRES: 4.99	PROPERTY ID: 164006	LEGAL ACRES: 10.01
LEGAL DESC.: ABS A01485	S. VALDEZ SV-1431, TRACT PT OF 7	LEGAL DESC.: ABS A01485	S. VALDEZ SV-1431, TRACT PT OF 7

LOT SUMMARY TABLE				
LOT SIZE	NO. OF LOTS	WATER WELL	COLLECTIVE SEWER	OSSF
< 2.5 AC	3			3
2.5-10 AC	2	2		2
> 10 AC				
TOTAL	5	2		5

PLAT INCLUDES 0 LF STREET

**AGENDA REQUEST
(GENERAL)**

Agenda Item 12.

Meeting Date: 05/27/2025

Item Title: Road Bore Permits - McCoy Water Supply, County Road 416, Strawberry City Rd, Verdi Rd

Submitted For: Britni Van Curan, Rural Development Director

Discuss and/or take appropriate action concerning:

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

A. Discuss and/or take appropriate action concerning approval/denial of the Road Bore Permit for McCoy Water Supply Corporation on County Road 416 in Precinct 4.

B. Discuss and/or take appropriate action concerning approval/denial of the Road Bore Permit for McCoy Water Supply Corporation on Strawberry City Road in Precinct 1.

C. Discuss and/or take appropriate action concerning approval/denial of the Road Bore Permit for McCoy Water Supply Corporation on Verdi Road in Precinct 1.

ATTACHMENTS

McCoy WSC - County Road 416

McCoy WSC - Strawberry City Road

McCoy WSC - Verdi Road

MCCOY WATER SUPPLY CORP.

2125 FM 541
MCCOY, TX 78113

Phone (830)569-5575 or Fax # (830)569-5576

May 20, 2025

Atascosa County Commissioner's Court
1 Courthouse Circle Drive, Suite 101
Jourdanton, Texas 78026

RE: Permit for Precinct # 4

Dear Atascosa County Commissioner's Court:

The McCoy Water Supply Corporation is requesting a permit for a line relocation located on County Rd. 416 Campbellton Tx, for Murphy Oil.

Thank you for your cooperation and immediate attention concerning this matter.

Sincerely,

Mike Sorola
Field Manager

CONSTRUCTION DRAWINGS FOR **MC COY W.S.C.** MURPHY OIL PIPELINE RELOCATIONS ATASCOSA COUNTY, TEXAS MAY, 2025

SWE PROJECT NO: 0176-000-25

MC COY WATER SUPPLY CORPORATION:

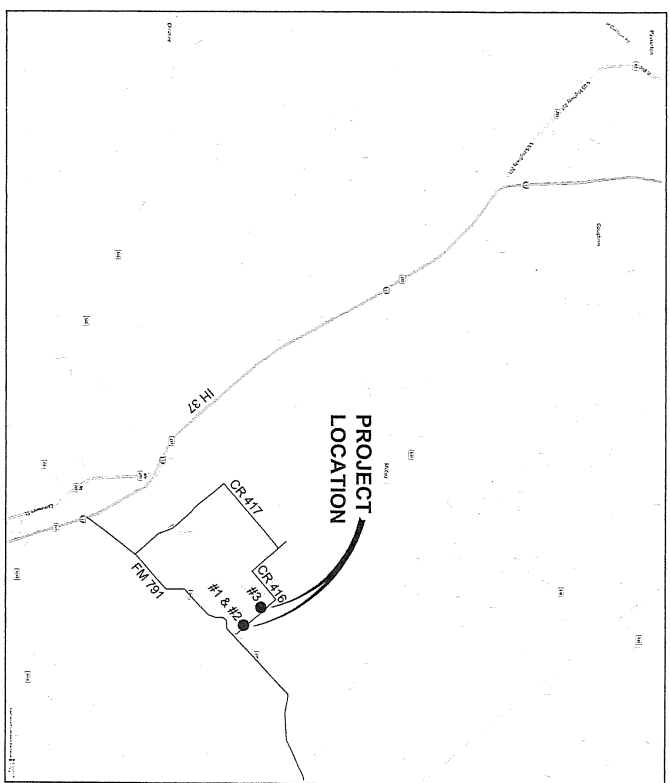
PRESIDENT	CLAY LUTHERINGER
VICE-PRESIDENT	GUS GONZALEZ
SECRETARY/TREASURER	RUDY SCHROEDER
DIRECTOR	ED MC CLURE
DIRECTOR	HECTOR MORENO
DIRECTOR	JOHN W. WILSON
DIRECTOR	JAMES CARPWAY
OFFICE MANAGER	ANNABEL SALINAS
FIELD MANAGER	MIKE SOROLA, JR.

NOTES:

1. ALL LOCATIONS SHALL BE FIELD VERIFIED BY CONTRACTOR.
2. PRIOR TO CONSTRUCTION FOR LOCATION OF ALL UNDERGROUND UTILITIES.
3. ALL D.I. FITTINGS REQUIRE MECHANICAL JOINT RESTRAINTS BY FEMA.
4. GATE VALVES AND BRVS TO BE MANUFACTURED BY HUBBELL.
5. ALL MATERIALS TO BE USED SHALL BE APPROVED.
6. DISINTEGRATION OF WORKLINES SHALL BE PER AREA SPECIFIC.
7. TRENCH SAFETY PROTECTION REQUIRED FOR TRENCH DEPTHS GREATER THAN 5'. ANY TRENCH DEPTHS GREATER THAN 5 FEET IN DEPTH SHALL HAVE SLOPING AREAS IN ACCORDANCE WITH CURRENT OSHA REGULATIONS OR BE SUPPORTED BY AN ADEQUATE TRENCH PROTECTION SYSTEM PREPARED BY AN ENGINEERED, QUALIFIED PERSON OR ENGINEER.

CONTRACTOR IS FULLY RESPONSIBLE FOR FIELD LOCATING ALL EXISTING UNDERGROUND UTILITIES WITHIN WORK AREA. COMPLETE AS-BUILT INFORMATION FOR UNDERGROUND UTILITIES ARE NOT AVAILABLE AND NO GUARANTEE IS MADE AS TO THEIR LOCATION. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UNDERGROUND UTILITIES ARE NOT DAMAGED (I.E. HAND DIGGING, ETC.). CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES TO THE EXISTING PUBLIC OR PRIVATE UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL DAMAGES TO THE EXISTING STRUCTURES AT NO COST TO THE OWNER.

THE ENGINEER MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF THE SITE INFORMATION FURNISHED TO THE CONTRACTOR BY OWNER AND DOES NOT INTERPRETATIONS OR CONCLUSIONS REACHED BY THE CONTRACTOR WITH RESPECT THEREOF. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO VERIFY TO HIS OWN SATISFACTION ALL SITE SUBSURFACE INFORMATION, UTILITIES AND EASEMENTS AND TO ACCOUNT FOR ALL REMEDIATION, ANTICIPATED COSTS IN THEIR PROPOSAL FOR CONSTRUCTION.



VICINITY MAP
NOT TO SCALE

DRAWING INDEX

SHEET#	DRAWING#	DESCRIPTION
1.	---	COVER
2.	EX-1	OVERALL LOCATION MAP
3.	EX-2	PIGGING STATION #1 & #2 PIPE LINE RELOCATION
4.	EX-3	PIGGING STATION #3 PIPE LINE RELOCATION
5.	MD-1	MISCELLANEOUS DETAILS



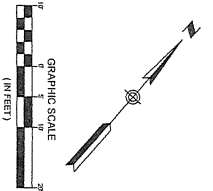
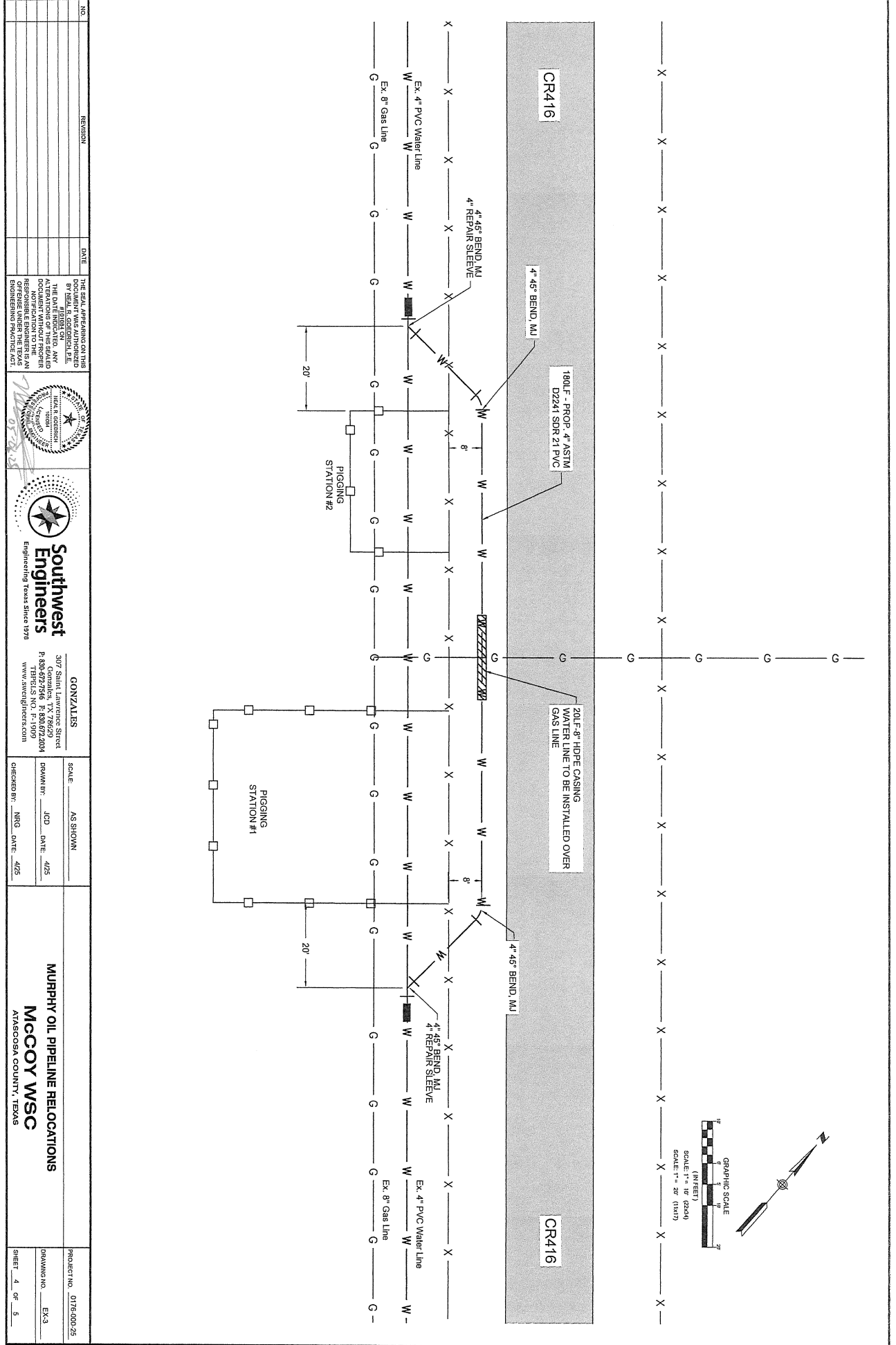
**Southwest
Engineers**
Engineering Texas Since 1978

NO.	DATE	REVISION	APP. BY

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NEAL R. GOBRONICH, P.E. THE DATE INDICATED, ANY ALTERATIONS OF THIS SEAL OR ANY OTHER SEAL OR NOTIFICATION TO THE RESPONSIBLE ENGINEER'S SIGNATURE SHALL BE IN ACCORDANCE WITH THE ENGINEERING PRACTICE ACT.



APPROVED BY: *[Signature]*
NEAL R. GOBRONICH, P.E.
DATE: 05-16-25



NO.	REVISION	DATE	THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY NEAL R. GONZALEZ, P.E.		<p>Southwest Engineers Engineering Texas Since 1978</p>	<p>307 Saint Lawrence Street P.O. Box 672966, F. 75067-2094 THERFELS, NO. P. 1909 www.swcengineers.com</p>	SCALE: AS SHOWN	<p>MURPHY OIL PIPELINE RELOCATIONS MCCOY WSC ATASCOSA COUNTY, TEXAS</p>	PROJECT NO. 0176-009/25
							DRAWN BY: JCD DATE: 4/25		DRAWING NO. EX-3
							CHECKED BY: NRG DATE: 4/25		SHEET 4 OF 5

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

 ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

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

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

65 Parkfield Pleasanton tx, 78064

McCoy Water Supply
Company
By: [Signature]

CORPORATE ACKNOWLEDGMENT

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

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

Notary Public in and for _____
County, Texas
Commission expires: _____

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

Examined and approved in open Commissioners Court on this the _____ day of _____; 20 _____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the _____ day of _____; 20 _____



**MEMORANDUM OF PAYMENT FOR DAMAGES TO
ATASCOSA COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

Comes now McCOMB WATER SUPPLY, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

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

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

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

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

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

McCOM Water Supply
Printed Name of Payor (If Company or Business Entity)

Mike Sorola
Printed Name of Payor's Authorized Agent

Mike Sorola
Signature of Payor or Payor's Authorized Agent

5-20-25
Date

Approved and Accepted by:
Commissioners Court

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 20 day of May, 2025 Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and McCoy Water Supply

herein known as McCoy Water Supply, address 65 Parkfield Pleasanton tx, 78064

for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, McCoy Water Supply, acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, McCoy Water Supply, agrees to repair damage to the following roads County Rd. 416 Campbellton tx in Commissioner Precinct No. 4.
4. The County and McCoy Water Supply agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After the overweight traffic stops, McCoy Water Supply, agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. McCoy Water Supply, further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:

Authorized Representative for Atascosa

Mike Sorola 5/20/2025
Signature Date

Mike Sorola
Printed Name

County: Weldon P Cude, County Judge

Signature Date

Atascosa County Commissioner, Precinct No. _____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

MCCOY WATER SUPPLY CORP.

2125 FM 541
MCCOY, TX 78113

Phone # (830)569-5575 or Fax # (830)569-5576

May 19, 2025

Atascosa County Commissioner's Court
1 Courthouse Circle Drive, Suite 101
Jourdanton, Texas 78026

RE: Permit for Precinct #1

Dear Atascosa County Commissioner's Court:

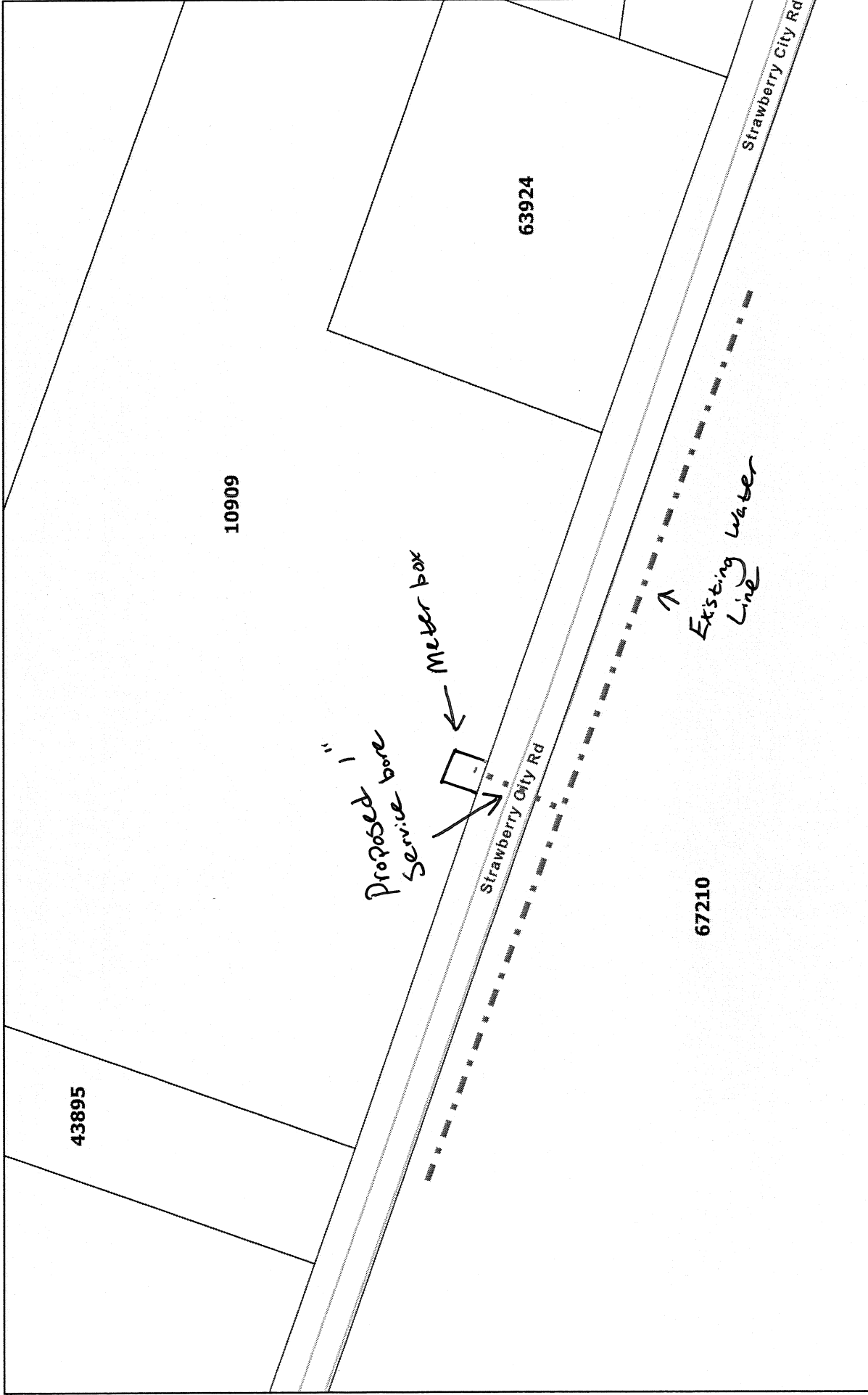
The McCoy Water Supply Corporation is requesting a permit for a road bore located at 5129 Strawberry City Rd, Pleasanton for Shirley Wiley.

Thank you for your cooperation and immediate attention concerning this matter.

Sincerely,

Mike Sorola
Field Manager

Atascosa CAD Web Map

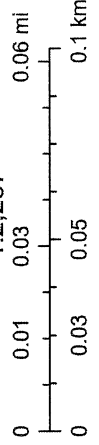


5/19/2025, 4:14:40 PM

Parcels

Abstracts

1:2,257



INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

ATASCOSA COUNTY PIPELINE PERMIT

 ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 20th day of May, 2025, A.D., the undersigned McCoy Water Supply "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

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

After approval the fully executed permit should be returned to:

65 Parkfield Pleasanton tx 78064

McCoy Water Supply
Company _____
By: Mc Sh

CORPORATE ACKNOWLEDGMENT

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

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

Notary Public in and for _____
County, Texas
Commission expires: _____

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

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

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the _____ day of _____; 20 _____



**MEMORANDUM OF PAYMENT FOR DAMAGES TO
ATASCOSA COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

Comes now McCoy Water Supply, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

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

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

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

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

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

McClay Water Supply
Printed Name of Payor (If Company or Business Entity)

Mike Sorola
Printed Name of Payor's Authorized Agent

Mike Sorola
Signature of Payor or Payor's Authorized Agent

5-20-25
Date

Approved and Accepted by:
Commissioners Court

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

**ROAD USE AGREEMENT BETWEEN
ATASCOSA COUNTY AND McCoy Water Supply**

On this the 20 day of May, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and McCoy Water Supply herein known as McCoy Water Supply address 65 Parkfield Pleasanton tx 78064 for mutual consideration agrees as follows:

1. County roads have a weight limit of 58,420 pounds and repeated use of said roads exceeding the weight limit will damage said roads.
2. The State of Texas, through the Highway Commission, can issue overweight permits to allow overweight traffic on county roads.
3. Despite having an overweight permit, McCoy Water Supply acknowledges, pursuant to Transportation Code §251.160, that it has a responsibility to repair damage caused to county roads by overweight loads. Specifically, McCoy Water Supply agrees to repair damage to the following roads 5129 Strawberry City Rd, Pleasanton tx in Commissioner Precinct No. 1.
4. The County and McCoy Water Supply agree to meet before such overweight traffic begins on county roads to document the condition of the county roads.
5. After the McCoy Water Supply overweight traffic stops, McCoy Water Supply agrees to repair the county roads to the condition the roads were in before such overweight traffic began.
6. McCoy Water Supply further agrees to make the necessary arrangements for such repairs to county roads within 60 days from the drilling operations being completed.

Authorized Representative for:
McCoy Water Supply
Mike Sorola
Signature _____ Date 5/20/25
Printed Name _____

Authorized Representative for Atascosa
County: Weldon P Cude, County Judge
Signature _____ Date _____
Atascosa County Commissioner, Precinct No. _____
Signature of Commissioner _____ Date _____

ATTEST:

Theresa Carrasco, County
By: _____ Deputy
Clerk

MCCOY WATER SUPPLY CORP.

2125 FM 541
MCCOY, TX 78113

Phone (830)569-5575 or Fax # (830)569-5576

May 21, 2025

Atascosa County Commissioner's Court
1 Courthouse Circle Drive, Suite 101
Jourdanton, Texas 78026

RE: Permit for Precinct # 1

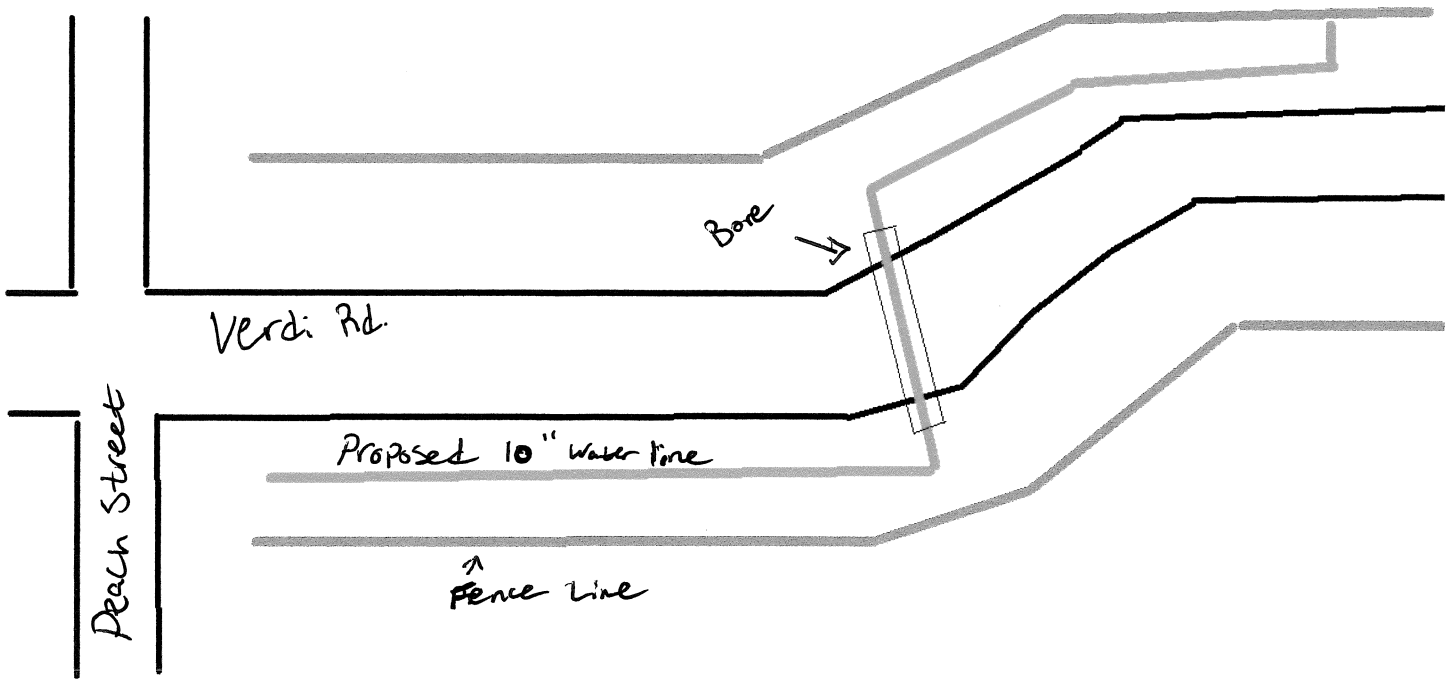
Dear Atascosa County Commissioner's Court:

The McCoy Water Supply Corporation is requesting a permit for a 3,300 ft line extension located on Verdi Rd with a bore that crosses under Verdi Rd.

Thank you for your cooperation and immediate attention concerning this matter.

Sincerely,

Mike Sorola
Field Manager



3,300 ft total of 10" PVC.

INSTRUCTIONS FOR APPLICATION FOR PIPELINE CROSSING PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

APPLICATION FEE: \$500.00

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

AMENDMENT OF PERMIT: \$250.00

EACH 6 MONTH EXTENSION OF PERMIT: \$ 200.00

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

Verdi Rd.

County Road

Commissioner Pct. No. #1

ATASCOSA COUNTY PIPELINE PERMIT

 ORIGINAL APPLICATION AMENDMENT 6 MONTH EXTENSION

ON THIS THE 21 day of May, 20 25, A.D., the undersigned McCoy Water Supply Corporation "Company", does hereby make application to use the hereinafter described lands belonging to Atascosa County, Texas, for the purposes of constructing, maintaining, operating or repairing mains or lines for the transportation of natural gas or other hydrocarbons across said lands as shown on plat attached hereto and made a part hereof.

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

I.

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

II.

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

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

III.

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

IV.

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

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

V.

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

VI.

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

VII.

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

VIII.

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

IX.

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

X.

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

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

IN WITNESS WHEREOF, the Applicant has caused this instrument to be executed on this the 21 day of May, 20 25 A.D.

After approval the fully executed permit should be returned to:

65 Parkfield Pleasanton tx, 78064

McCoy Water Supply

Company
By: [Signature]

CORPORATE ACKNOWLEDGMENT

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

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

Notary Public in and for _____
County, Texas
Commission expires: _____

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

Examined and approved in open Commissioners Court on this the _____ day of _____; 20 _____

By: _____ Weldon P. Cude, Atascosa County Judge

This permit Expires on the _____ day of _____; 20 _____



**MEMORANDUM OF PAYMENT FOR DAMAGES TO
ATASCOSA COUNTY**

KNOW ALL MEN BY THESE PRESENTS:

Comes now McCoy Water Supply, hereafter known as Payor and Atascosa County, Texas, hereafter known as Atascosa County.

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

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

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

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

THEREFORE:

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

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

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

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

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

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

MCCOY WATER SUPPLY
Printed Name of Payor (If Company or Business Entity)

Mike Sorola
Printed Name of Payor's Authorized Agent

Mike Sorola
Signature of Payor or Payor's Authorized Agent

5-20-25
Date

Approved and Accepted by:
Commissioners Court

Date

Weldon P. Cude, County Judge

Mark Gillespie, Commissioner Pct 1

Mark Bowen, Commissioner Pct 2

George Pawelek, Commissioner Pct 3

Kennard Riley, Commissioner Pct 4

ATTEST

Theresa Carrasco, County Clerk

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

On this the 21 day of May, 2025, Atascosa County, herein known as "County" address #1 Courthouse Circle Drive, Jourdanton, Texas 78026 and McCoy Water Supply

herein known as McCoy Water Supply, address 65 Parkfield Pleasanton tx, 78064

for mutual consideration agrees as follows:

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

Authorized Representative for:

Authorized Representative for Atascosa

Mike Sorola 5/21/25

County: Weldon P Cude, County Judge

Signature Date

Signature Date

Mike Sorola

Printed Name

Atascosa County Commissioner, Precinct No. _____

Signature of Commissioner Date

ATTEST:

Theresa Carrasco, County

By: _____ Deputy Clerk

**AGENDA REQUEST
(GENERAL)**

Agenda Item 13.

Meeting Date: 05/27/2025
Item Title: Temporary Water Line - Commodore County Roads 407, 401, 447
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:
Rural Development:

A. Discuss and/or take appropriate action concerning approval/denial of the Temporary Water Line Permit for Commodore Midstream Partners on County Road 401 in Precinct 4.

B. Discuss and/or take appropriate action concerning approval/denial of the Temporary Water Line Permit for Commodore Midstream Partners on County Road 407 in Precinct 4.

C. Discuss and/or take appropriate action concerning approval/denial of the Temporary Water Line Permit for Commodore Midstream Partners on County Road 447 in Precinct 4.

ATTACHMENTS

Commodore - County Road 401
Commodore - County Road 407
Commodore - County Road 447



ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

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

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

CR401

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUESTOR

Mitchell Tucker

By: Mitchell Tucker - Commodore Midstream Partners II, LLC

Title: VP of Sourcing

Address: 2500 N. Big Spring St. Suite B, Midland, TX. 79705

Date: 5/21/25

I have reviewed the foregoing Request, and I:

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

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

Weldon P. Cude, County Judge

Atascosa County, Texas

CONTACT PERSON FOR COMPANY

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

to: Print name: Mitchell Tucker

Office Telephone: 4322896507

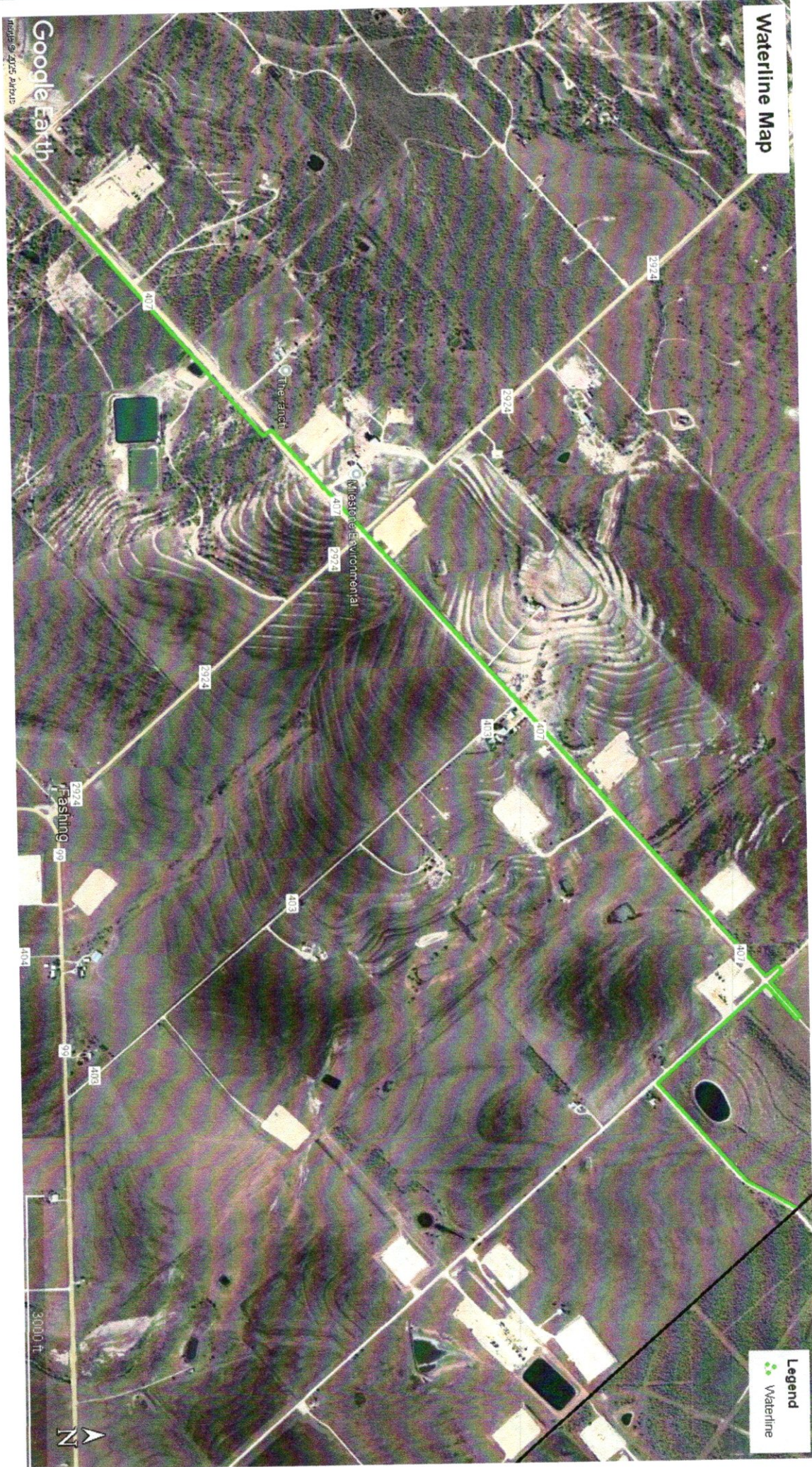
Cell Phone: 9723520225

Email Address: mitchell.tucker@commodoremidstream.com

Address: 2500 N. Big Spring St. Suite B

City, Midland State, TX Zip: 78130

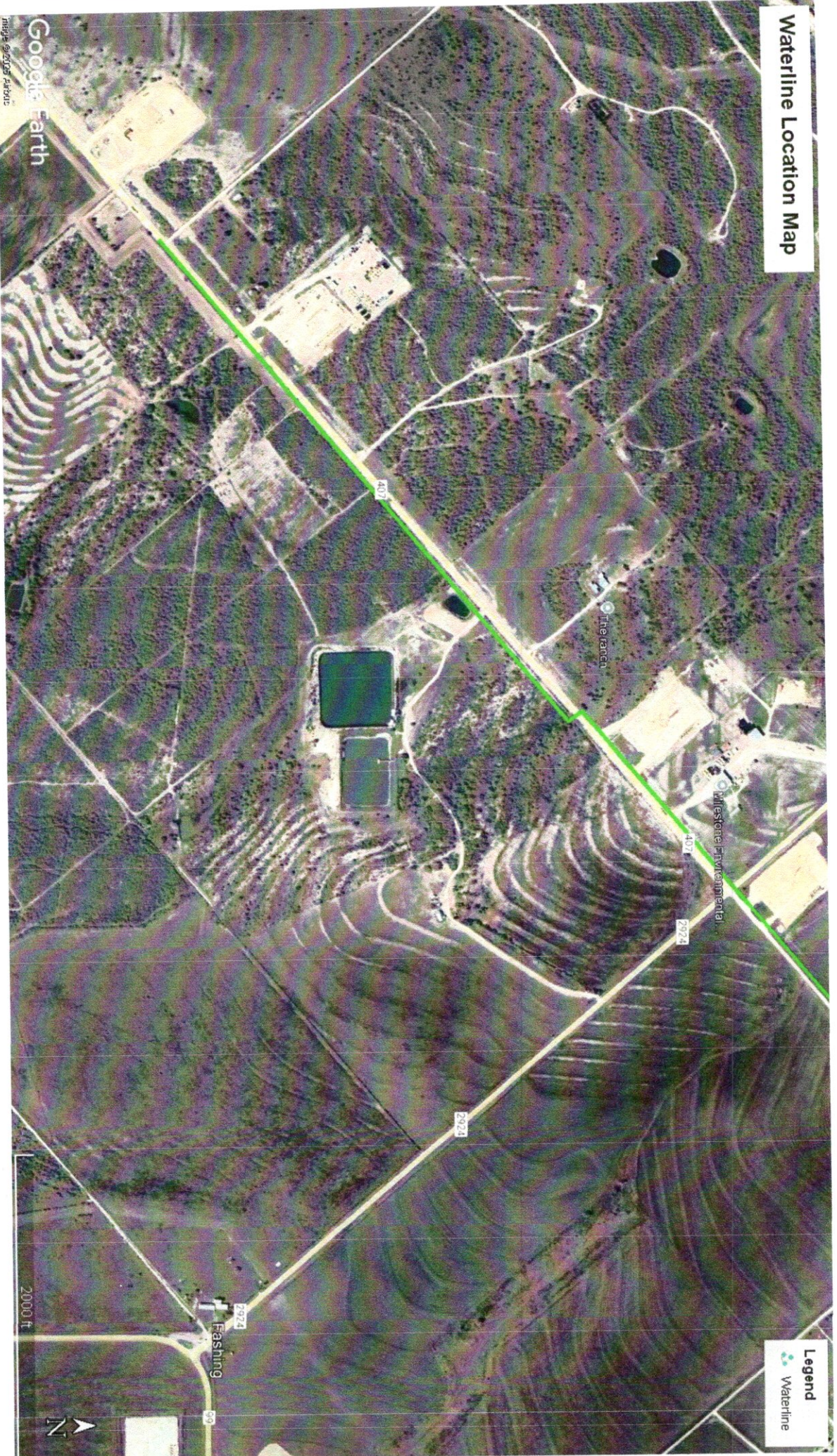
Waterline Map



Legend
Waterline

Google Earth
Images © 2025 Airbus

Waterline Location Map

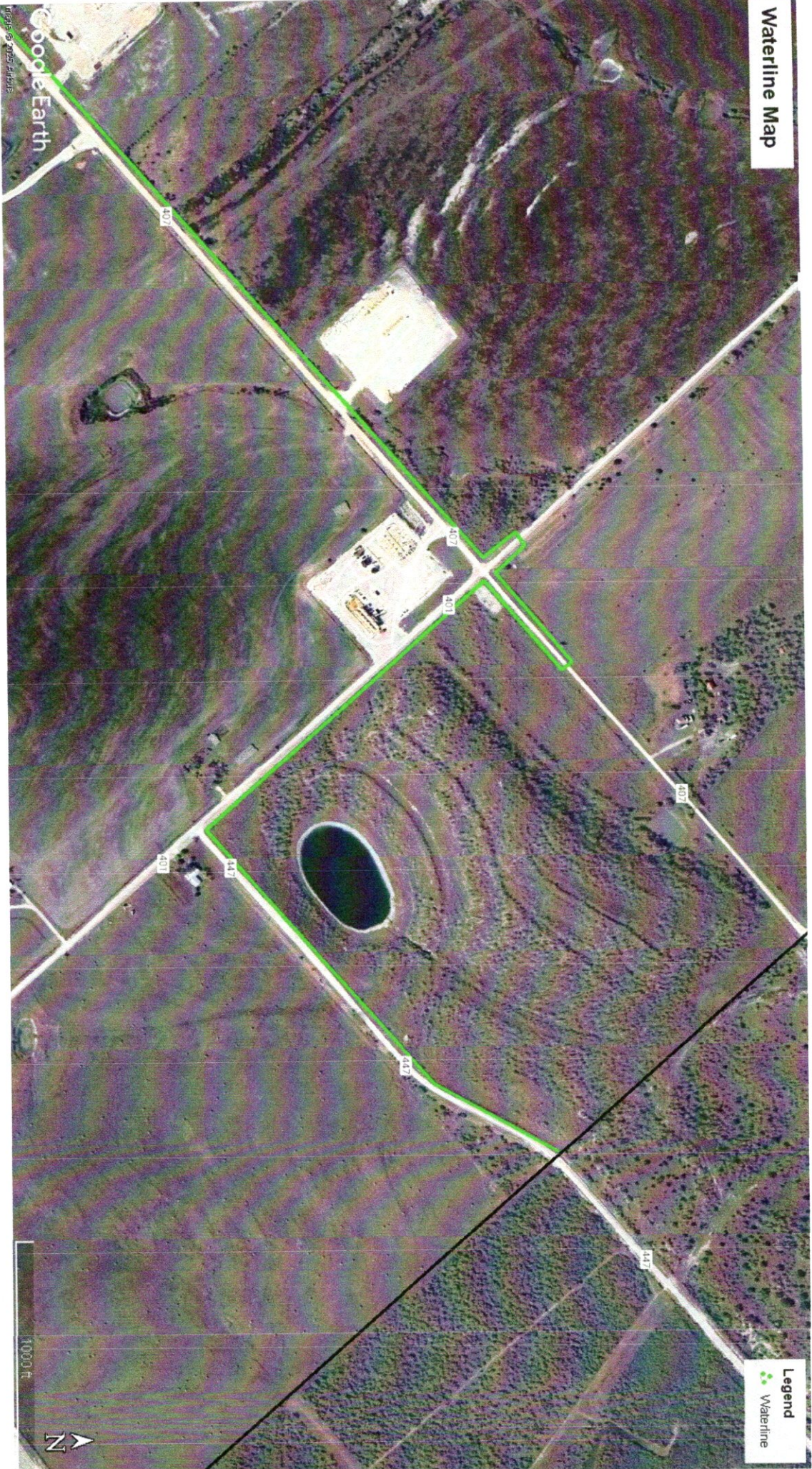


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Waterline Map



Google Earth
Images © 2025 Airbus

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ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

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

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

CR 407 Total 3.3 Miles.

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTACT PERSON FOR COMPANY

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

Print name: Mitchell Tucker

Office Telephone: 432 289 6507

Cell Phone: 972 352 0225

Email Address: Mitchell.tucker@commadoremidstream.com

Address: 2500 N. Big Spring Suite B, Midland TX 79705

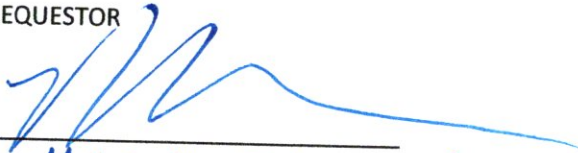
City, State, Zip: _____

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

Following approval by the Atascosa County Commissioners Court, Company proposes to begin operations with regard to this line on or about 6/2/2025 (mm/dd/yyyy) and complete such operations by 9/2/2025 (mm/dd/yyyy). The appropriate County Precinct Commissioner, being the Commissioner in whose Precinct the proposed installation is located, shall be notified 48 hours prior to commencing construction.

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

REQUESTOR



By: Mitchell Tucker - Commodore Midstream Partners II, LLC

Title: VP of Sourcing

Address: 2500 N. Big Spring, Suite B, Midland TX, 79705

Date: 5/21/25

I have reviewed the foregoing Request, and I:

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

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

Weldon P. Cude, County Judge

Atascosa County, Texas

INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

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

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

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

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

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

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

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

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

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

FEE SCHEDULE:

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

AMENDMENT OF PERMIT: \$250.00

EACH EXTENSION OF PERMIT: \$ 200.00

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

Waterline Map



Google Earth
March 9, 2015 4:42 PM

Legend
Waterline

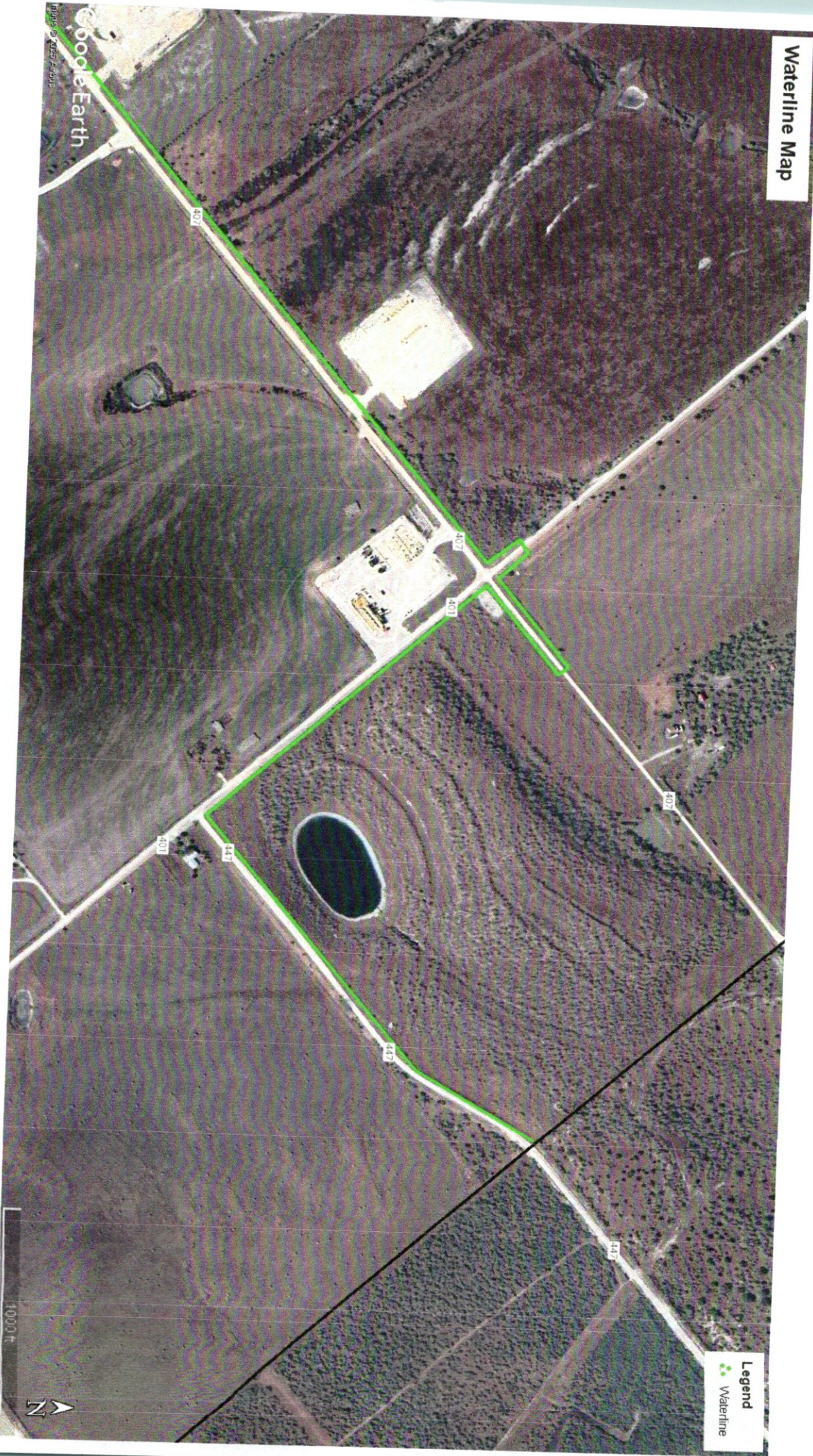
Waterline Location Map



Google Earth
Imagery © 2005 Airbus

Legend
Waterline

Waterline Map



Legend
Waterline

10000 ft
N

Google Earth

INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

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

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

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

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

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

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

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

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

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FEE SCHEDULE:

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

AMENDMENT OF PERMIT: \$250.00

EACH EXTENSION OF PERMIT: \$ 200.00

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



ATASCOSA COUNTY TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

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

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

CR447

THE COMPANY HEREBY STIPULATES AS FOLLOWS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUESTOR

Mitchell Tucker

By: Mitchell Tucker - Commodore Midstream Partners II, LLC

Title: VP of Sourcing

Address: 2500 N. Big Spring St. Suite B, Midland, TX. 79705

Date: 5/21/25

I have reviewed the foregoing Request, and I:

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

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

Weldon P. Cude, County Judge

Atascosa County, Texas

CONTACT PERSON FOR COMPANY

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

to: Print name: Mitchell Tucker

Office Telephone: 4322896507

Cell Phone: 9723520225

Email Address: mitchell.tucker@commodoremidstream.com

Address: 2500 N. Big Spring St. Suite B

City, Midland State, TX Zip: 78130

INSTRUCTIONS FOR TEMPORARY WATER LINE RIGHT OF WAY REQUEST AND PERMIT

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Waterline Map

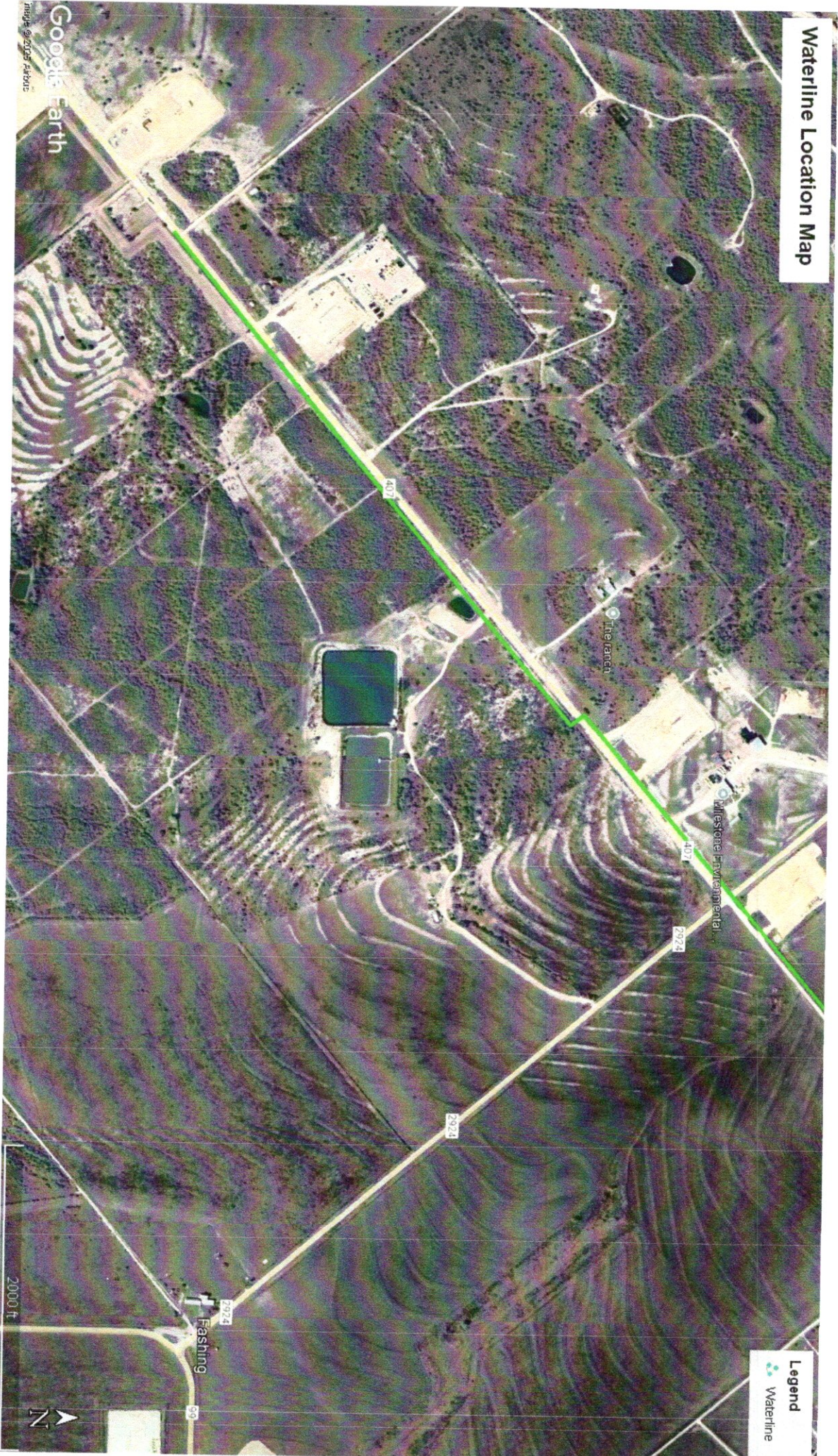


Google Earth

Maple @ 2025 Airbus

Legend
Waterline

Waterline Location Map



Google Earth
img4.gdgl.com

Legend
Waterline

Waterline Map



Google Earth

Maps © 2025 Google

Legend
Waterline

1000 ft





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

Comm. Gillespie: Discuss and/or take appropriate action concerning personnel:
Existing Employee: Joe Turley
Position: Road Crew
Pay Rate: From \$23.51 per hour to \$24.20 per hour
Salary Budget Area: 021-400-402
Start Date: 5/27/2025
Physical: n/a
Drug Test: n/a



PERSONNEL ACTION FORM

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

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

Requested Action

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

Existing Employee:	Carl Harlos
Position:	Road Crew CDL
Pay Rate:	\$23.27
Salary Budget Area:	023-400-402
Start Date:	06/09/2025
Physical:	n/a
Drug Test:	n/a

**AGENDA REQUEST
(GENERAL)**

Agenda Item 16.

Meeting Date: 05/27/2025

Item Title:

Submitted For: Kennard Riley, Commissioner, Pct. 4

Discuss and/or take appropriate action concerning:

Comm. Riley: Discuss and/or take appropriate action to approve the Memorandum of Understanding between Atascosa County and Paisano Volunteer Fire Department and Campbellton Community Center for assistance with site preparation of a helicopter pad.

**AGENDA REQUEST
(GENERAL)**

Agenda Item 17.

Meeting Date: 05/27/2025
Item Title: ESD #2 Appt Board
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action to approve the appointment of the Auditor: following individuals as the inaugural board members of the Atascosa County Emergency Services District (ESD) 2. These individuals were carefully chosen by the Volunteer Fire Departments (VFD) Fire Chiefs of Leming, Atabexar, and Poteet.

1. Matt Adamitz
2. Natalie Shearrer
3. Richard Cruz Jr.
4. David Zuhlke
5. Laura Martinez



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

Molly Solis: Discuss and/or take appropriate action concerning personnel- completion of 90-
County Attorney: day county probationary period on May 4, 2025; (the 180-day County Attorney's
Office probationary period continues):
Existing Employee: Monica Guillen
Position: Victim Assistance Coordinator
Pay Rate: \$59,400.00 county salary plus SB22 of
\$5,600.00 total \$65,000.00
Salary Budget Area: 012-404-405
Start Date: 05/27/2025
Physical: n/a
Drug Test: n/a

**AGENDA REQUEST
(GENERAL)**

Agenda Item 19.

Meeting Date: 05/27/2025
Item Title: ESD #1 Financial Report
Submitted For: Tracy Barrera, County Auditor

Discuss and/or take appropriate action concerning:

Tracy Barrera: Discuss and/or take appropriate action to accept the 2024 Annual Financial Report from the Atascosa County Emergency Services District (ESD) 1 and enter into the county minutes pursuant to Health and Safety Code Sec. 775.082. See attached.

ATTACHMENTS
information



**ATASCOSA COUNTY
EMERGENCY SERVICES DISTRICT NO. 1**

ANNUAL FINANCIAL REPORT

**FISCAL YEAR ENDED
SEPTEMBER 30, 2024**



ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
ANNUAL FINANCIAL REPORT
FISCAL YEAR ENDED SEPTEMBER 30, 2024

DISTRICT OFFICIALS

PRESIDENT	DOMINICA “NIKKI” FUENTES
VICE PRESIDENT	KENNETH STEFFENS
TREASURER	LEE REDOUX
ASSISTANT TRESURER	GABRIEL GONZALEZ
SECRETARY	JOSE RAMIREZ
ATTORNEY	SANCHEZ & WILSON, PLLC

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
 ANNUAL FINANCIAL REPORT
 FOR THE YEAR ENDED SEPTEMBER 30, 2024

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INDEPENDENT AUDITOR'S REPORT

District Commissioners
Atascosa County Emergency Services District No. 1

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and the major fund of Atascosa County Emergency Services District No. 1 as of and for the year ended September 30, 2024, and the related notes to the financial statements, which collectively comprise Atascosa County Emergency Services District No. 1's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of Atascosa County Emergency Services District No. 1, as of September 30, 2024, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Atascosa County Emergency Services District No. 1 and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The Atascosa County Emergency Services District No. 1's management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Atascosa County Emergency Services District No. 1's ability to continue as a going concern for one year after the date that the financial statements are issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgement made by a reasonable user based on the financial statements.

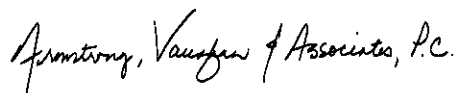
In performing an audit in accordance with GAAS, we:

- Exercise professional judgement and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Atascosa County Emergency Services District No. 1's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgement, there are conditions or events, considered in the aggregate, that raise substantial doubt about Atascosa County Emergency Services District No. 1's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquires of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.



Armstrong, Vaughan & Associates, P.C.
May 13, 2025

MANAGEMENT’S DISCUSSION AND ANALYSIS

This section of Atascosa County Emergency Services District No. 1’s annual financial report presents our discussion and analysis of the District’s financial performance during the fiscal year ended September 30, 2024. Please read it in conjunction with the District’s financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

- The District’s total net position was \$249 thousand at September 30, 2024.
- During the year, the District’s expenses were \$55 thousand less than the \$298 thousand generated in taxes and interest income for governmental activities.
- The general fund reported a fund balance this year of \$226 thousand, an increase of \$47 thousand.
- This is the third full year of operations for the District.

OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts—*management’s discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The basic financial statements include two kinds of statements that present different views of the District:

- The first two statements are *government-wide financial statements* that provide both *long-term* and *short-term* information about the District’s overall financial status.
- The remaining statements are *fund financial statements* that focus on *individual parts* of the government, reporting the District’s operations in more detail than the government-wide statements.
- *The governmental funds* statements tell how *general government* services were financed in the *short-term* as well as what remains for future spending.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements. Figure A-1 shows how the required parts of this annual report are arranged and related to one another.

Figure A-1, Required Components of the District’s Annual Financial Report

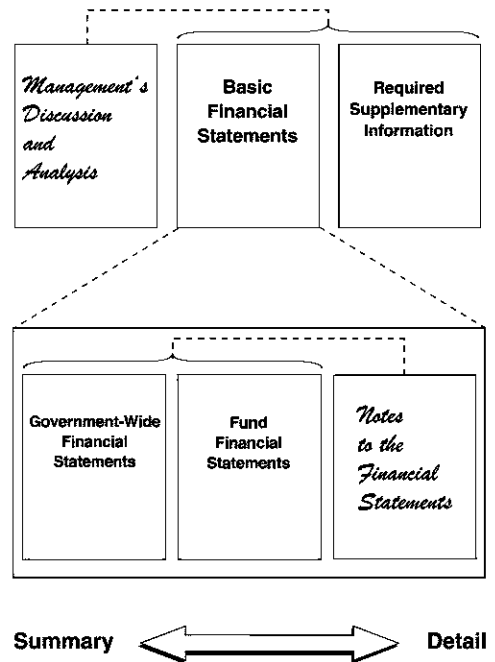


Figure A-2 summarizes the major features of the District’s financial statements, including the portion of the District government they cover and the types of information they contain. The remainder of this overview section of management’s discussion and analysis explains the structure and contents of each of the statements.

Figure A-2. Major Features of the District’s Government-wide and Fund Financial Statements		
		Fund Statement
<i>Type of Statements</i>	Government-wide	Governmental Funds
<i>Scope</i>	Entire District's government (except fiduciary funds)	The activities of the District that are not proprietary or fiduciary
<i>Required financial statements</i>	<ul style="list-style-type: none"> • Statement of net position • Statement of activities 	<ul style="list-style-type: none"> • Balance Sheet • Statement of revenues, expenditures & changes in fund balances
<i>Accounting basis and measurement focus</i>	Accrual accounting and economic resources focus	Modified accrual accounting and current financial resources focus
<i>Type of asset/liability information</i>	All assets and liabilities, both financial and capital, short-term and long-term	Only assets expected to be used up and liabilities that come due during the year or soon thereafter, no capital assets included
<i>Type of inflow/outflow information</i>	All revenues and expenses during year, regardless of when cash is received or paid	Revenues for which cash is received during or soon after the end of the year; expenditures when goods or services have been received and payment is due during the year or soon thereafter

Government-Wide Statements

The government-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the government’s assets and liabilities. All of the current year’s revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid.

The two government-wide statements report the District’s net position and how they have changed. Net position—the difference between the District’s assets plus deferred outflows and liabilities plus deferred inflows—is one way to measure the District’s financial health or *position*.

- Over time, increases or decreases in the District’s net position are an indicator of whether its financial health is improving or deteriorating, respectively.
- To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District’s tax base.

The government-wide financial statements of the District include the *Governmental activities*. Most of the District’s basic services are included here, such as emergency services and general administration. Property and sales taxes finance most of these activities.

Fund Financial Statements

The District has the following kinds of funds:

- *Governmental funds*—All of the District’s basic services are included in governmental funds, which focus on (1) how *cash and other financial assets* that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental fund statements provide a detailed *short-term* view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District’s programs. Because this information does not encompass the additional long-term focus of the government-wide statements, we provide additional information at the bottom of the governmental funds statement, or on the subsequent page, that explain the relationship (or differences) between them.

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

The District’s combined net position was \$249 thousand at September 30, 2024. (See Table A-1).

Table A-1
Statement of Net Position

	Governmental Activities		Total Percentage Change
	2024	2023	
Cash and Cash Equivalents	\$ 199,957	\$ 177,169	12.9%
Receivables	24,244	15,087	60.7%
Prepaid Expenses	26,360	1,454	1712.9%
TOTAL ASSETS	250,561	193,710	29.3%
Current Liabilities	1,980	-	100.0%
TOTAL LIABILITIES	1,980	-	100.0%
Unrestricted	248,581	193,710	28.3%
TOTAL NET POSITION	\$ 248,581	\$ 193,710	28.3%

Governmental Activities

- The District’s total revenues were \$298 thousand, an increase of 38.8% from previous year.
- The total cost of all programs and services was \$243 thousand.
- The main expense for the District is from the Volunteer Fire Department which is \$155 thousand in current year.
- The District’s overall change in net position for current fiscal year is an increase of 28.3% from the prior year.

Table A-2
Changes in District's Net Position

	Governmental Activities		Total Percentage Change
	2024	2023	
General Revenues			
Property Taxes	\$ 297,408	\$ 240,896	23.5%
Interest Income	219	65	236.9%
Miscellaneous Income	-	4	-100.0%
Total Revenues	<u>297,627</u>	<u>240,965</u>	23.5%
General Administration	87,412	42,893	103.8%
Emergency Services	155,344	132,000	17.7%
Total Expenses	<u>242,756</u>	<u>174,893</u>	38.8%
Change in Net Position	54,871	66,072	-17.0%
Net Position at Beginning of Year	193,710	127,638	51.8%
Net Position at End of Year	<u>\$ 248,581</u>	<u>\$ 193,710</u>	28.3%

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

Revenues for the general fund totaled \$288 thousand. This is the third year the District received property tax and other revenues. Expenditures increased from \$175 thousand to \$243 thousand as the District's primary expense is providing funding for Lytle Volunteer Fire Department.

General Fund Budgetary Highlights

Revenues were on budget and expenditures are under budget by \$23 thousand in the current fiscal year.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

The property tax rate for the 2024-2025 budget preparation was \$0.100000 per \$100 valuation. However, increases in valuations are expected to generate \$35 thousand more property tax revenue. General fund expenditures are expected to increase to \$355 thousand from actual 2023-2024 expenditures, with most of the expenses going to the Lytle VFD. Beginning in fiscal year 2025, the District anticipates receiving sales tax revenue for the first time, providing a second source of tax revenue to support its operations. The ESD will continue to seek funding and conduct feasibility studies for a new fire station.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide Atascosa County Emergency Services District No. 1 citizens, taxpayers, customers, and investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District Administrator by phone at 830-266-9351 or by mail to P.O. Box 1955, Lytle, Texas 78052.

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
ANNUAL FINANCIAL REPORT
FOR YEAR ENDED SEPTEMBER 30, 2024

BASIC FINANCIAL STATEMENTS

The basic financial statements include integrated sets of financial statements as required by the Governmental Accounting Standards Board (GASB). The sets of statements include:

- Government – wide financial statements
- Fund financial statements:
 - General fund

In addition, the notes to the financial statements are included to provide information that is essential to a user's understanding of the basic financial statements.

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
 STATEMENT OF NET POSITION
 SEPTEMBER 30, 2024

	Governmental Activities
ASSETS	
<i>Current Assets:</i>	
Cash and Cash Equivalents	\$ 199,957
Receivables:	
Property Taxes	24,244
Prepaid Expenses	26,360
<i>Total Current Assets</i>	250,561
TOTAL ASSETS	250,561
LIABILITIES	
<i>Current Liabilities</i>	
Accounts Payable	1,980
<i>Total Current Liabilities</i>	1,980
NET POSITION	
Unrestricted	248,581
TOTAL NET POSITION	\$ 248,581

The accompanying notes are an integral part of these statements.

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF ACTIVITIES
FOR YEAR ENDED SEPTEMBER 30, 2024

Functions and Programs	Expenses	Program Revenues		Primary Government Net (Expenses), Revenues and Changes in Net Position
		Charges for Services	Capital Grants and Contributions	
Primary Government:				
Governmental Activities:				
General Administration	\$ 87,412	\$ -	\$ -	\$ (87,412)
Emergency Services	155,344	-	-	(155,344)
Total Governmental Activities	242,756	-	-	(242,756)
Total Primary Government	\$ 242,756	\$ -	\$ -	(242,756)
General Revenues:				
Property Taxes				297,408
Interest income				219
Total General Revenues				297,627
Change in Net Position				54,871
Net Position at Beginning of Year				193,710
Net Position at End of Year				\$ 248,581

The accompanying notes are an integral part of these statements.

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
BALANCE SHEET
GENERAL FUND
SEPTEMBER 30, 2024

	<u>General Fund</u>
ASSETS	
Cash and Cash Equivalents	\$ 199,957
Property Taxes Receivable	24,244
Prepaid Items	<u>26,360</u>
TOTAL ASSETS	<u>\$ 250,561</u>
 LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	
<i>Liabilities:</i>	
Accounts Payable	<u>\$ 1,980</u>
<i>Total Liabilities</i>	<u>1,980</u>
 <i>Deferred Inflows of Resources:</i>	
Unavailable Property Tax Revenue	<u>24,244</u>
<i>Total Deferred Inflows of Resources</i>	<u>24,244</u>
 <i>Fund Balance:</i>	
Nonspendable Fund Balance:	
Prepaid Items	26,360
Unassigned	<u>197,977</u>
<i>Total Fund Balance</i>	<u>224,337</u>
 TOTAL LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	 <u>\$ 250,561</u>

The accompanying notes are an integral part of these statements.

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
RECONCILIATION OF THE GOVERNMENTAL FUNDS
BALANCE SHEET TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2024

TOTAL FUND BALANCE - GOVERNMENTAL FUNDS \$ 224,337

Amounts reported for governmental activities in the Statement of
Net Position are different because:

Property taxes receivable assets are not available to pay current period
expenditures and, therefore, are deferred in the funds statements. 24,244

TOTAL NET POSITION - GOVERNMENTAL ACTIVITIES \$ 248,581

The accompanying notes are an integral part of these statements.

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE – GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2024

	<u>General Fund</u>
REVENUES	
Property Taxes	\$ 288,250
Interest Income	219
TOTAL REVENUES	<u>288,469</u>
EXPENDITURES	
Current:	
Emergency Services	155,344
Administrative	87,411
TOTAL EXPENDITURES	<u>242,755</u>
Net Change in Fund Balance	45,714
Fund Balance at Beginning of Year	<u>178,623</u>
Fund Balance at End of Year	<u>\$ 224,337</u>

The accompanying notes are an integral part of these statements.

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
 RECONCILIATION OF THE STATEMENT OF REVENUES,
 EXPENDITURES AND CHANGES IN FUND BALANCE OF THE
 GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
 FOR THE YEAR ENDED SEPTEMBER 30, 2024

NET CHANGE IN FUND BALANCES - GOVERNMENTAL FUNDS	\$ 45,714
Amounts reported for governmental activities in the Statement of Activities are different because:	
Revenues in the Statement of Activities that do not provide current financial resources are not reported as revenues in the funds.	<u>9,157</u>
CHANGE IN NET POSITION - GOVERNMENTAL ACTIVITIES	<u>\$ 54,871</u>

The accompanying notes are an integral part of these statements.

NOTES TO BASIC FINANCIAL STATEMENTS

The accompanying notes are an integral part of these statements.

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS
SEPTEMBER 30, 2024

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Atascosa County Emergency Services District No. 1 is a political subdivision of the State of Texas and was created by successful passage of an election as authorized by Chapter 775 of the Texas Health and Safety Code and as ordered by the Atascosa County Commissioners Court in 2020. The District was created to provide emergency services and promote public safety, welfare, health and convenience of people residing in the District.

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to government units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the District's accounting policies are described below:

A. THE FINANCIAL REPORTING ENTITY

In evaluating how to define the government for financial purposes, management has considered all potential component units. The decision to include a potential component unit in the reporting entity was made by applying the criteria set forth in GASB Statement 14, "The Financial Reporting Entity." The definition of the reporting entity is based primarily on the concept of financial accountability. A primary government is financially accountable for the organizations that make up its legal entity. It is also financially accountable for legally separate organizations if its officials appoint a voting majority of an organization's governing body and either it is able to impose its will on that organization or there is a potential for the organization to provide specific financial benefits to, or to impose specific financial burdens on, the primary government. Based on the forgoing criteria, there was no component units identified that would require inclusion in this report.

B. GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

The **government-wide financial statements** include the statement of net position and the statement of activities. Government-wide statements report information on all of the activities of the District. Governmental activities are supported mainly by property tax.

The statement of activities reflects the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included in program revenues are reported as general revenues.

Separate **fund financial statements** are provided for governmental funds. The General Fund is the District's only fund and meets the criteria as *major governmental funds*.

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS (CONT.)
SEPTEMBER 30, 2024

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

C. MEASUREMENT FOCUS, BASIS OF ACCOUNTING, AND FINANCIAL STATEMENT PRESENTATION

The **government-wide financial statements** are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Revenue types, which have been accrued, are revenue from the investments, intergovernmental revenue and charges for services. Property taxes are recognized in the year for which they are levied. Grants are recognized as revenue when all applicable eligibility requirements imposed by the provider are met.

Revenues are classified as *program revenues* and *general revenues*. Program revenues include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions. General revenues include all taxes, grants not restricted to specific programs and investment earnings.

Governmental fund level financial statements are reported using current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. Measurable and available revenues include revenues expected to be received within 60 days after the fiscal year ends. Receivables which are measurable but not collectible within 60 days after the end of the fiscal period are reported as deferred revenue. Property taxes which were levied prior to September 30, 2023, and became due October 1, 2023 have been assessed to finance the budget of the fiscal year beginning October 1, 2023.

Expenditures generally are recorded when an expense is incurred; however, expenditures related to compensated absences and claims and judgments are recorded only when the liability has matured and payment is due.

The government reports the following major governmental funds:

The General Fund is the general operating fund of the District and is always classified as a major fund. The General Fund is used to account for all financial resources except those required to be accounted for in another fund. Major revenue sources include property taxes and investment of idle funds. Primary expenditures are for general administration and emergency services.

D. CASH AND CASH EQUIVALENTS

Cash and cash equivalents include cash deposits and investments with a maturity date within three (3) months of the date acquired by the District.

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS (CONT.)
SEPTEMBER 30, 2024

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

E. INVESTMENTS

State statutes authorize the District to invest in (a) obligations of the United States or its agencies and instrumentalities; (b) direct obligations of the State of Texas or its agencies; (c) other obligations, the principal and interest of which are unconditionally guaranteed or insured by the State of Texas or the United States; (d) obligations of states, agencies, counties, cities, and other political subdivisions of any state having been rated as to investment quality by a nationally recognized investment rating firm and having received a rating of not less than A or its equivalent; (e) certificates of deposit by state and national banks domiciled in this state that are (i) guaranteed or insured by the Federal Deposit Insurance Corporation, or its successor; or, (ii) secured by obligations that are described by (a) - (d); or, (e). Statutes also allow investing in local government investment pools organized and rated in accordance with the Interlocal Cooperation Act, whose assets consist exclusively of the obligations of the United States or its agencies and instrumentalities and repurchase assessments involving those same obligations.

The District reports investments at fair value based on the hierarchy established by generally accepted accounting principles. The fair value hierarchy, which has three levels, is based on the valuation inputs used to measure an asset's fair value: Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

F. ACCOUNTS RECEIVABLE

Accounts receivable are reported net of allowances for uncollectible accounts. The allowance account represents management's estimate of uncollectible accounts based on historical trends.

Property taxes are levied based on taxable value at January 1 and become due October 1 and past due after the following January 31. Accordingly, receivables and revenues for property taxes are reflected on the government-wide statement based on the full accrual method of accounting. Property taxes receivable for prior year's levy is shown net of the allowance for doubtful accounts.

G. CAPITAL ASSETS

Capital assets, which include land; buildings and improvements; and equipment and vehicles, are reported in the government-wide financial statements. Capital assets such as equipment are defined as assets with a cost of \$500 or more. Donated capital assets are recorded at estimated fair market value at the date of donation.

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
 NOTES TO BASIC FINANCIAL STATEMENTS (CONT.)
 SEPTEMBER 30, 2024

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

G. CAPITAL ASSETS (Continued)

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Capital assets are depreciated using the straight-line method over the following estimated useful lives:

<u>Assets</u>	<u>Estimated Life</u>
Vehicles & Equipment	2-4 years

Land, is not depreciated.

H. UNAVAILABLE REVENUE/UNEARNED REVENUE

Property tax revenues are recognized when they become both measurable and available in the fund statements. Available means when due, or past due, and receivable within the current period or expected to be collected soon enough thereafter to be used to pay liabilities of the current period. Property tax revenues not expected to be available for the current period are reflected as unavailable revenue (a deferred inflow of resources).

Unearned revenues arise when assets are recognized before revenue recognition criteria have been satisfied. Grant and reimbursement revenues, if any, received in advance of expenses/ expenditures are reflected as unearned revenue.

I. DEFERRED INFLOWS AND OUTFLOWS OF RESOURCES

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *deferred outflows of resources*, represents a consumption of net position that applies to future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

Deferred inflows of resources represent an acquisition of net position that applies to a future period and so will not be recognized as an inflow of resource (revenue) until that time. Unavailable revenue is reported only in the governmental funds balance sheet under a modified basis of accounting. Unavailable revenues from property tax are deferred and recognized as an inflow of resources in the period the amounts become available.

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS (CONT.)
SEPTEMBER 30, 2024

NOTE 1 -- SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT.)

J. FUND EQUITY

Fund balances in governmental funds are classified as follows:

Nonspendable – Represents amounts that cannot be spent because they are either not in spendable form (such as inventory or prepaid items) or legally required to remain intact.

Restricted – Represents amounts that are constrained by external parties, constitutional provisions or enabling legislation.

Committed – Represents amounts that can only be used for a specific purpose because of a formal action by the District Commissioners. Committed amounts cannot be used for any other purpose unless the District Commissioners removes those constraints through the same formal action.

Assigned – Represents amounts which the District intends to use for a specific purpose but do not meet the criteria of restricted or committed. The District Commissioners are the only entities that may make assignments at this time.

Unassigned – Represents the residual balance that may be spent on any other purpose of the District.

When funds may be spent from multiple categories, the District spends restricted resources first, followed by committed, assigned and unassigned.

K. NET POSITION

Net position represents the difference between assets and liabilities. Net position is reported as restricted when there are limitations imposed on their use either through the enabling legislation adopted by the District or through external restrictions imposed by creditors, grantors, or laws or regulations of other governments.

L. USE OF ESTIMATES

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO BASIC FINANCIAL STATEMENTS (CONT.)
SEPTEMBER 30, 2024

NOTE 2 -- CASH AND INVESTMENTS

At September 30, 2024, the District's cash was fully collateralized.

The District had no investments as of September 30, 2024.

NOTE 3 -- AD VALOREM (PROPERTY) TAXES

The District has contracted with the Atascosa County Tax Assessor-Collector to collect taxes on its behalf. Current year taxes become delinquent February 1. Current year delinquent taxes not paid by July 1 are turned over to attorneys for collection action.

For fiscal year 2024, the assessed tax rate for the District was \$0.1 per \$100 on an assessed valuation of \$291,405,155. As of September 30, 2024, the delinquent current taxes for 2024 was \$12,555. An allowance for uncollectible property taxes has not been established as of September 30, 2024, as management considers all amounts to be collectible.

NOTE 4 -- SERVICE PROVIDER

The District contracts with Lytle VFD to provide fire services to the area. The District provides monthly payments to the VFD based on available funds in the District's annual budget.

NOTE 5 -- LITIGATION

The District is not aware of any pending or likely litigation that would have a significant impact on these financial statements.

NOTE 6 -- SUBSEQUENT EVENTS

Subsequent to the fiscal year ended September 30, 2024, the District began receiving sales tax revenue for the first time. The implementation of this new revenue stream is expected to provide the District with an additional and recurring source of funding to support general operations and community services. The development did not impact the financial statements as of September 30, 2024, but will be reflected in subsequent reporting periods.

REQUIRED SUPPLEMENTARY INFORMATION

Required supplementary information includes financial information and disclosures that are required by the GASB but are not considered a part of the basic financial statements. Such information includes:

- Budgetary Comparison Schedule – General Fund

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
 REQUIRED SUPPLEMENTARY INFORMATION
 COMPARATIVE SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
 FUND BALANCES BUDGET AND ACTUAL
 GENERAL FUND
 FOR THE YEAR ENDED SEPTEMBER 30, 2024

	Budget Amounts		Actual	Variance	2023
	Original	Final		Favorable (Unfavorable)	
REVENUES					
Property Taxes	\$ 277,000	288,111	\$ 288,250	\$ 139	\$ 235,937
Interest Income	50	200	219	19	65
Miscellaneous Income	-	-	-	-	4
TOTAL REVENUES	<u>277,050</u>	<u>288,311</u>	<u>288,469</u>	<u>158</u>	<u>236,006</u>
EXPENDITURES					
Current:					
<i>Emergency Services</i>					
Lytle VFD	156,000	180,345	155,344	25,001	132,000
Salaries	29,650	19,570	19,215	355	17,905
<i>Administrative</i>					
Insurance and Bonds	1,545	1,454	2,908	(1,454)	1,437
Office Expenses	14,700	3,833	4,536	(703)	2,333
Training	28,000	15,807	15,807	-	4,458
Other Expenses	3,400	400	-	400	210
Legal	5,000	14,000	14,492	(492)	4,324
Tax Collection	8,900	10,510	10,510	-	7,226
Accounting	26,000	19,943	19,943	-	5,000
TOTAL EXPENDITURES	<u>273,195</u>	<u>265,862</u>	<u>242,755</u>	<u>23,107</u>	<u>174,893</u>
Net Change in Fund Balance	3,855	22,449	45,714	23,265	61,113
Fund Balance - Beginning	<u>178,623</u>	<u>178,623</u>	<u>178,623</u>	-	<u>117,510</u>
Fund Balance - Ending	<u>\$ 182,478</u>	<u>\$ 201,072</u>	<u>\$ 224,337</u>	<u>\$ 23,265</u>	<u>\$ 178,623</u>

ATASCOSA COUNTY EMERGENCY SERVICES DISTRICT NO. 1
NOTES TO SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE -
BUDGET AND ACTUAL
SEPTEMBER 30, 2024

Budgetary Information – The budget is prepared in accordance with accounting principles generally accepted in the United States of America. The District maintains strict budgetary controls. The objective of these controls is to ensure compliance with legal provisions embodied in the annual appropriated budget approved by the District’s Commissioners and as such is a good management control device. The following are the funds which have legally adopted annual budgets: General Fund.

Actual expenditures may not legally exceed appropriations at the fund level. Actual expenditures did not exceed appropriations for the year ended September 30, 2024.



**AGENDA REQUEST
(GENERAL)**

Agenda Item 20.

Meeting Date: 05/27/2025

Item Title:

Submitted For:

Discuss and/or take appropriate action concerning:

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

Atascosa County Judge Weldon P. Cude has completed 12 hours of continuing education hours at the 2025 Probate Academy in Lubbock, Tx.

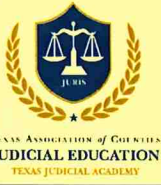
Constable Salazar has been issued a Peace Officer License under Chapter 1701, Occupations Code.

ATTACHMENTS

information

information

information



PROBATE ACADEMY
 Lubbock Convention Center | Lubbock
JUDICIAL EDUCATION
 May 7-9, 2025

Session Title	Date	Time	Hours Offered	Credit Hours Claimed
Alternatives to Guardianship (SB 1624 Mandatory Training Requirement)	Wed. May 7, 2025	8:15-9:15 AM	1	1
Guardianship Audits	Wed. May 7, 2025	9:30-10:30 AM	1	1
Mock Guardianship Hearing	Wed. May 7, 2025	10:45-11:45 AM	1	1
Working Lunch – Texas Will Basics	Wed. May 7, 2025	12:15-1:15 PM	1	1
Basics of Guardianship	Wed. May 7, 2025	1:15-2:15 PM	1	1
Guardianship Compliance and Basics of the GAFEDP	Wed. May 7, 2025	2:30-3:30 PM	1	1
Guardianships/Probates: Best Practices	Wed. May 7, 2025	3:45-4:45 PM	1	1
Breakfast with Beyer: Texas Case Law Update	Thurs. May 8, 2025	8-9 AM	1	1
Mock Probate Prove-Ups	Thurs. May 8, 2025	9:15-10:15 AM	1	1
HB 2384 Reporting Requirements – Is Your Court Measuring Up?	Thurs. May 8, 2025	10:30-11:30 AM	1	1
Mental Health Commitment Cases: Issues & Challenges in the Courtroom	Thurs. May 8, 2025	1-2 PM	1	1
Mental Health Cases: Do's and Don'ts	Thurs. May 8, 2025	2:15-3:15 PM	1	1
Hot Topics in Texas Mental Health Law	Thurs. May 8, 2025	3:30-4:30 PM	1	1
Breakfast Beyer: Dealing with Digital Assets	Fri. May 9, 2025	8-9 AM	1	
Texas Guardianship Association	Fri. May 9, 2025	9:15-10:15 AM	1	
OPC/Mental Health Mock Hearing	Fri. May 9, 2025	10:30-11:30 AM	1	
MAX HOURS			16 hours	
TOTAL HOURS CLAIMED				12

Please indicate each class attended by noting credit hour(s) in the "claimed" box. Add all classroom hours attended and indicate the total hours below and return signed form.

I certify that I attended this conference and was present at the Judicial Education sessions for which I am claiming credit. I make this certification for the purpose of receiving credit for _____ hours of judicial education.

Maximum credit: 16 hours

I represent and declare these statements are true and correct.

May 9, 2025
Date

WELDON P. CLIDE
Printed Name

ATASCOSA
County

[Signature]
Signature

Attorney Use Only for CLE Credit:

Course Number: 174274519 Bar Card Number: N/A

Program CLE: 16.00 total hours CLE Credits Claimed: _____

Please return form to the registration desk or email to jackieb@county.org

The Faculty and Staff of the

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

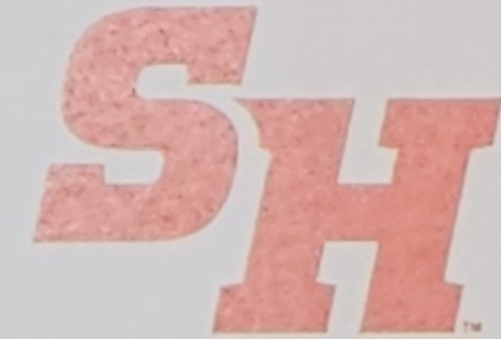
do hereby certify that

Johnny V Salazar

under the auspices of the



**SAM HOUSTON STATE UNIVERSITY
CRIMINAL JUSTICE CENTER**



has successfully completed the forty hour course in

NEWLY ELECTED CONSTABLES

TCOLE # 3742

February 24 - 28, 2025

A handwritten signature in black ink, appearing to read 'John Blackwood', written over a horizontal line.

Executive Director, Bill Blackwood Law Enforcement Management Institute

A handwritten signature in black ink, appearing to read 'Alisa White', written over a horizontal line.

President, Sam Houston State University

TEXAS COMMISSION ON LAW ENFORCEMENT

6330 E HIGHWAY 290 STE 200, AUSTIN, TX 78723
(512) 936-7700

Based upon completion of the minimum licensing standards, JOHNNY V SALAZAR is hereby issued the following:

TYPE	TCOLE ID	ISSUE DATE
Peace Officer License	276599	08/15/2002



TEXAS COMMISSION ON LAW ENFORCEMENT

Issues

JOHNNY V SALAZAR

TCOLE ID: 276599

Peace Officer License

ISSUE DATE: 08/15/2002



Issue Authority Chap. 1701, Texas Occupations Code.

